

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is dated October 17, 2017 ("Effective Date") and is between the City of Manhattan Beach, a California municipal corporation ("City") and The Code Group, dba VCA Code, a California corporation, ("Contractor"). City and Contractor are sometimes referred to herein as the "Parties", and individually as a "Party".

RECITALS

A. City issued Request for Proposals No. 1126-17 on May 8, 2017, seeking proposals for the provision of building plan check, building inspection and fire plan check services. Contractor submitted a proposal dated June 2, 2017 in response to the RFP.

B. Contractor represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

C. City desires to retain Contractor as an independent contractor and Contractor desires to serve City to perform these services in accordance with the terms and conditions of this Agreement.

1. Contractor's Services.

A. Scope of Services. Contractor shall perform the services described in the Scope of Services (the "Services"), attached as **Exhibit A**. City may request, in writing, changes in the Scope of Services to be performed. Any changes mutually agreed upon by the Parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

B. Party Representatives. For the purposes of this Agreement, the City Representative shall be the City Manager, or such other person designated in writing by the City Manager (the "City Representative"). For the purposes of this Agreement, the Contractor Representative shall be Charles Russell, CBO/Sr. Vice President (the "Contractor Representative"). The Contractor Representative shall directly manage Contractor's Services under this Agreement. Contractor shall not change the Contractor Representative without City's prior written consent.

C. Time for Performance. Contractor shall commence the Services on the Effective Date and shall perform all Services in conformance with the project timeline, set forth in **Exhibit A**.

D. Standard of Performance. Contractor shall perform all Services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to City.

E. Personnel. Contractor has, or will secure at its own expense, all personnel required to perform the Services required under this Agreement. All of the Services required under this Agreement shall be performed by Contractor or under its supervision, and all personnel engaged in the work shall be qualified to perform such Services.

F. Compliance with Laws. Contractor shall comply with all applicable federal, state and local laws, ordinances, codes, regulations and requirements.

G. Permits and Licenses. Contractor shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of Services under this Agreement, including a business license.

2. **Term of Agreement**. The term of this Agreement shall be from the Effective Date through October 17, 2020 unless sooner terminated as provided in Section 12 of this Agreement or extended. The City Manager shall have authority to extend the term of this Agreement for up to two (2) additional one-year periods.

3. **Compensation.**

A. Compensation.

1) As full compensation for Contractor's Services provided under this Agreement, City shall pay Contractor in accordance with the Approved Fee Schedule attached hereto as **Exhibit B**.

2) If City exercises the option to extend the term beyond October 17, 2020 as provided in Section 2, the hourly rates set forth in the Approved Fee Schedule may be adjusted by an amount equal to the percentage change in the Consumer Price Index (CPI) as published by the United States Department of Labor, Bureau of Labor Statistics, for All Urban Consumers, Los Angeles-Riverside-Orange County area (Base 1982-84 = 100), for the most recent 12-month period for which data is available, with a cap of three percent (3%). The hourly rates shall remain firm for the following 12-month period. Contractor shall notify the City Manager in writing 30 days prior to October 17, 2020 of any proposed increase in hourly rates, with supporting documentation showing the CPI calculations and proposed new fee schedule. Any requests for a rate increase must be received 30 days prior to October 17, 2020, otherwise no increase will be allowed for that year.

3) If City exercises the option to extend the term beyond October 17, 2021, the hourly rates set forth in the Approved Fee Schedule may be adjusted by the procedure set forth in paragraph 2 of this Section 3.A. Any requests for such a rate increase must be received 30 days prior to the October 17, 2021, otherwise no increase will be allowed for that year.

B. Expenses. The amount set forth in paragraph 3.A. above shall include reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this Agreement.

C. Additional Services. City shall not allow any claims for additional Services performed by Contractor, unless the City Council or City Representative, if applicable, and the Contractor Representative authorize the additional Services in writing prior to Contractor's performance of the additional Services or incurrence of additional expenses. Any additional Services or expenses authorized by the City Council or City Representative shall be compensated at the rates set forth in **Exhibit B**, or, if not specified, at a rate mutually agreed to by the Parties. City shall make payment for additional Services and expenses in accordance with Section 4 of this Agreement.

4. Method of Payment.

A. Invoices. Contractor shall submit to City an invoice, on a monthly basis for the Services performed pursuant to this Agreement. Each invoice shall itemize the Services rendered during the billing period, hourly rates charged, if applicable, and the amount due. City shall review each invoice and notify Contractor in writing within ten business days of receipt of any disputed invoice amounts.

B. Payment. City shall pay all undisputed invoice amounts within 30 calendar days after receipt, in accordance with Section 3 of this Agreement. City does not pay interest on past due amounts. City shall not withhold federal payroll, state payroll or other taxes, or other similar deductions, from payments made to Contractor.

C. Audit of Records. Contractor shall make all records, invoices, time cards, cost control sheets and other records maintained by Contractor in connection with this Agreement available during Contractor's regular working hours to City for review and audit by City.

5. Independent Contractor. Contractor is, and shall at all times remain as to City, a wholly independent contractor. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of City.

6. Information and Documents.

A. Contractor covenants that all data, reports, documents, discussion, or other information (collectively "Data") developed or received by Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed or released by Contractor without prior written authorization by City. City shall grant such authorization if applicable law requires disclosure. Contractor, its officers, employees, agents, or subcontractors shall not without written authorization from the City Manager or unless requested in writing by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary," provided Contractor gives City notice of such court order or subpoena.

B. Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City may, but has no obligation to, represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, City's right to review any such response does not imply or mean the right by City to control, direct or rewrite the response.

C. All Data required to be furnished to City in connection with this Agreement shall become City's property, and City may use all or any portion of the Data submitted by Contractor as City deems appropriate. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the Services, surveys, notes, and other documents prepared in the course of providing the Services shall become City's sole property and may be used, reused or otherwise disposed of by City without Contractor's permission. Contractor may take and retain copies of the written products as desired, but the written products shall not be the subject of a copyright application by Contractor.

D. Contractor's covenants under this Section 6 shall survive the expiration or termination of this Agreement.

7. Conflicts of Interest. Contractor and its officers, employees, associates and subcontractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Contractor's Services under this Agreement, including the Political Reform Act (Gov. Code § 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Contractor may perform similar Services for other clients, but Contractor and its officers, employees, associates and subcontractors shall not, without the City Representative's prior written approval, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Contractor shall incorporate a clause substantially similar to this Section 7 into any subcontract that Contractor executes in connection with the performance of this Agreement.

8. Indemnification.

A. Indemnity for Design Professional Services. To the fullest extent permitted by law, Contractor shall, at its sole cost and expense, protect, indemnify, and hold harmless City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including

fees of accountants, attorneys, or other professionals and all costs associated therewith, and reimbursement of attorney's fees and costs of defense (collectively "Liabilities"), whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to, in whole or in part, the negligence, recklessness or willful misconduct of Contractor, its officers, agents, servants, employees, subcontractors, material men, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of design professional services under this Agreement by a "design professional," as the term is defined under California Civil Code Section 2782.8(c)(2).

B. Other Indemnities.

1) Other than in the performance of design professional services, and to the fullest extent permitted by law, Contractor shall, at its sole cost and expense, defend, hold harmless and indemnify the Indemnitees from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Claims"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the Parties. Contractor shall defend the Indemnitees in any action or actions filed in connection with any Claim with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Contractor shall reimburse the Indemnitees for any and all legal expenses and costs incurred by the Indemnitees in connection therewith.

2) Contractor shall pay all required taxes on amounts paid to Contractor under this Agreement, and 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. Contractor shall fully comply with the workers' compensation law regarding Contractor and Contractor's employees. Contractor shall indemnify and hold City harmless from any failure of Contractor to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this subparagraph B.2).

3) Contractor shall obtain executed indemnity agreements with provisions identical to those in this Section 8 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. If Contractor fails to obtain such indemnities, Contractor shall be fully

responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Claims in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the Parties.

C. Workers' Compensation Acts not Limiting. Contractor's obligations under this Section 8, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

D. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Contractor because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions in this Section 8 shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, Claims, tax, assessment, penalty or interest asserted against City.

E. Survival of Terms. The indemnification in this Section 8 shall survive the expiration or termination of this Agreement.

9. Insurance.

A. Minimum Scope and Limits of Insurance. Contractor shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1) Commercial General Liability Insurance with a minimum limit of \$2,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of \$2,000,000.00 per project or location. If Contractor is a limited liability company, the commercial general liability coverage shall be amended so that Contractor and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of \$2,000,000.00 per accident for bodily injury and property damage. If Contractor does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Contractor shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under subparagraph A.1) of this Section 9.

3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of \$1,000,000.00 per

accident for bodily injury or disease. If Contractor has no employees while performing Services under this Agreement, workers' compensation policy is not required, but Contractor shall execute a declaration that it has no employees.

4) Professional Liability [Errors and Omissions] Insurance with minimum limits of \$2,000,000.00 per claim and in aggregate.

B. Acceptability of Insurers. The insurance policies required under this Section 9 shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self insurance shall not be considered to comply with the insurance requirements under this Section 9.

C. Additional Insured. The commercial general and automobile liability policies shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds.

D. Primary and Non-Contributing. The insurance policies required under this Section 9 shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Contractor's insurance and shall not contribute with it.

E. Contractor's Waiver of Subrogation. The insurance policies required under this Section 9 shall not prohibit Contractor and Contractor's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against City.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Contractor shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Contractor shall procure a bond guaranteeing payment of losses and expenses.

G. Cancellations or Modifications to Coverage. Contractor shall not cancel, reduce or otherwise modify the insurance policies required by this Section 9 during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to City. If any insurance policy required under this Section 9 is canceled or reduced in coverage or limits, Contractor shall, within two business days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

H. City Remedy for Noncompliance. If Contractor does not maintain the policies of insurance required under this Section 9 in full force and effect during the term of this Agreement, or in the event any of Contractor's policies do not comply with the requirements under this Section 9, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out

the necessary insurance and pay, at Contractor's expense, the premium thereon. Contractor shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Contractor.

I. Evidence of Insurance. Prior to the performance of Services under this Agreement, Contractor shall furnish City's Risk Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section 9. The endorsements are subject to City's approval. Contractor may provide complete, certified copies of all required insurance policies to City. Contractor shall maintain current endorsements on file with City's Risk Manager. Contractor shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Contractor shall furnish such proof at least two weeks prior to the expiration of the coverages.

J. Indemnity Requirements not Limiting. Procurement of insurance by Contractor shall not be construed as a limitation of Contractor's liability or as full performance of Contractor's duty to indemnify City under Section 8 of this Agreement.

K. Subcontractor Insurance Requirements. Contractor shall require each of its subcontractors that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section 9.

10. Mutual Cooperation.

A. City's Cooperation. City shall provide Contractor with all pertinent Data, documents and other requested information as is reasonably available for Contractor's proper performance of the Services required under this Agreement.

B. Contractor's Cooperation. In the event any claim or action is brought against City relating to Contractor's performance of Services rendered under this Agreement, Contractor shall render any reasonable assistance that City requires.

11. Records and Inspections. Contractor shall maintain complete and accurate records with respect to time, costs, expenses, receipts, correspondence, and other such information required by City that relate to the performance of the Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to City, its designees and representatives at reasonable times, and shall allow City to examine and audit the books and records, to make transcripts therefrom as necessary, and to inspect all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three years after receipt of final payment.

12. Termination of Agreement.

A. Right to Terminate. City may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to Contractor at least five calendar

days before the termination is to be effective. Contractor may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to City at least 60 calendar days before the termination is to be effective.

B. Obligations upon Termination. Contractor shall cease all work under this Agreement on or before the effective date of termination specified in the notice of termination. In the event of City's termination of this Agreement due to no fault or failure of performance by Contractor, City shall pay Contractor based on the percentage of work satisfactorily performed up to the effective date of termination. In no event shall Contractor be entitled to receive more than the amount that would be paid to Contractor for the full performance of the Services required by this Agreement. Contractor shall have no other claim against City by reason of such termination, including any claim for compensation.

13. Force Majeure. Contractor shall not be liable for any failure to perform its obligations under this Agreement if Contractor presents acceptable evidence, in City's sole judgment, that such failure was due to strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond Contractor's reasonable control and not due to any act by Contractor.

14. Default.

A. Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default.

B. If the City Manager or his delegate determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, City shall serve Contractor with written notice of the default. Contractor shall have ten calendar days after service upon it of the notice in which to cure the default by rendering a satisfactory performance. In the event that Contractor fails to cure its default within such period of time, City may, notwithstanding any other provision of this Agreement, terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

15. Notices. Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during Contractor's and City's regular business hours, or (c) three business days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the Party to be notified as set forth below:

If to City:

If to Contractor:

Attn: Ryan Heise
City of Manhattan Beach
1400 Highland Avenue
Manhattan Beach, California 90266
Telephone: (310) 802-5525
Email: rheise@citymb.info

Attn: Charles Russell
The Code Group, dba VCA Code
1845 W. Orangewood Ave., Suite #210
Orange, CA 92868
(714) 363-4700
crussell@vcacode.com

With a courtesy copy to:

Quinn M. Barrow, City Attorney
1400 Highland Avenue
Manhattan Beach, California 90266
Telephone: (310) 802-5061
Email: qbarrow@citymb.info

16. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, Contractor shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law. Contractor will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation.

17. Prohibition of Assignment and Delegation. Contractor shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without City's prior written consent. City's consent to an assignment of rights under this Agreement shall not release Contractor from any of its obligations or alter any of its primary obligations to be performed under this Agreement. Any attempted assignment or delegation in violation of this Section 17 shall be void and of no effect and shall entitle City to terminate this Agreement. As used in this Section 17, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

18. No Third Party Beneficiaries Intended. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

19. Waiver. No delay or omission to exercise any right, power or remedy accruing to City under this Agreement shall impair any right, power or remedy of City, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement shall be

(1) effective unless it is in writing and signed by the Party making the waiver, (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy, or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

20. Final Payment Acceptance Constitutes Release. The acceptance by Contractor of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Contractor for anything done, furnished or relating to Contractor's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within ten calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Contractor, its employees, sub-contractors and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Contractor, its employees, sub-contractors and agents.

21. Corrections. In addition to the above indemnification obligations, Contractor shall correct, at its expense, all errors in the work which may be disclosed during City's review of Contractor's report or plans. Should Contractor fail to make such correction in a reasonably timely manner, such correction may be made by City, and the cost thereof shall be charged to Contractor. In addition to all other available remedies, City may deduct the cost of such correction from any retention amount held by City or may withhold payment otherwise owed Contractor under this Agreement up to the amount of the cost of correction.

22. Non-Appropriation of Funds. Payments to be made to Contractor by City for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that City does not appropriate sufficient funds for payment of Contractor's services beyond the current fiscal year, the Agreement shall cover payment for Contractor's services only to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

23. Exhibits. Exhibits A and B constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, or between a provision of this Agreement and a provision of Contractor's proposal, the provisions of this Agreement shall control.

24. Entire Agreement and Modification of Agreement. This Agreement and all exhibits referred to in this Agreement constitute the final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersede all other prior or contemporaneous oral or written understandings and agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by both Parties.

25. Headings. The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the Parties to this Agreement.

26. Word Usage. Unless the context clearly requires otherwise, (a) the words "shall," "will" and "agrees" are mandatory and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" or "including" are not limiting.

27. Time of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in this Agreement.

28. Business Days. "Business days" means days Manhattan Beach City Hall is open for business.

29. Governing Law and Choice of Forum. This Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in a superior or federal court with geographic jurisdiction over the City of Manhattan Beach.

30. Attorneys' Fees. In any litigation or other proceeding by which a Party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing Party shall be entitled to recover actual attorneys' fees, experts' fees, and other costs, in addition to all other relief to which that Party may be entitled.

31. Severability. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable for any reason, the validity of and enforceability of the remaining provisions of this Agreement shall not be affected and continue in full force and effect.

32. Counterparts. This Agreement may be executed in multiple counterparts, all of which shall be deemed an original, and all of which will constitute one and the same instrument.

33. Corporate Authority. Each person executing this Agreement on behalf of his or her Party warrants that he or she is duly authorized to execute this Agreement on behalf of that Party and that by such execution, that Party is formally bound to the provisions of this Agreement.

[SIGNATURE PAGE FOLLOWS]

The Parties, through their duly authorized representatives are signing this Agreement on the date stated in the introductory clause.

City:

City of Manhattan Beach,
a California municipal corporation

Contractor:

The Code Group, dba VCA Code, a
California corporation

By: _____

Name: Mark Danaj
Title: City Manager

By:  _____

Name: Tom VanDorpe
Title: President

ATTEST:

By: _____

Name: _____
Title: _____

By: _____

Name: Liza Tamura
Title: City Clerk


PROOF OF AUTHORITY TO BIND CONTRACTING
PARTY REQUIRED

APPROVED AS TO FORM:

By:  _____

Name: Quinn M. Barrow
Title: City Attorney

APPROVED AS TO CONTENT:

By:  _____

Name: Bruce Moe
Title: Finance Director

EXHIBIT A
SCOPE OF SERVICES



1. COVER LETTER

June 2, 2017

Gwen Eng
General Services Manager
City of Manhattan Beach
1400 Highland Avenue
Manhattan Beach, CA 90266

Subject: RFP #1126-17 for Plan Check and Inspection Services

Dear Ms. Eng:

The Code Group, Inc., dba VCA Code (VCA) is pleased to respond to the City of Manhattan Beach's (City) request for a proposal for Plan Check and Inspection Services. The proposal contains statements about our profile, understanding of Scope of Services, methodology and work plan, experience and qualifications, staff and resumes, references, contract exceptions, samples, and the cost of providing services.

VCA is uniquely qualified to assist the City with our team of extremely proficient Plan Check Engineers and building inspectors capable of responding to any type of project. Our team consists of licensed professional engineers who are also ICC certified plans examiners and all of our building inspectors possess multiple ICC certifications. Our employees are a highly qualified, technically oriented, and talented group who possess an outstanding knowledge of the building codes.

VCA is nearby and readily accessible for meetings with the City staff or applicants. VCA has excellent references, and during the past 37 years has successfully provided plan checking services to many similar jurisdictions like the City of Manhattan Beach. The key members of VCA Code to serve the City are Tom VanDorpe, S.E./President, Charles Russell, CBO/Sr. Vice President, and Janet Boydell, Vice President of Staffing.

Regarding notification of a conflict of interest, be advised that VCA contracts with Anne McIntosh, AICP to provide as needed planning services for VCA Code.



To ensure the City's satisfaction and quality assurance, we will assign Charles Russell, CBO/Sr. Vice President as your dedicated Project Manager, who is located at our Orange office. Charles brings 30 years of experience managing similar projects. He is an acting Certified Building Official and is extremely knowledgeable about codes. In addition, he participates in many code-related organizations, including being the 2015 Past President of the ICC Orange Empire Chapter, and is an ongoing instructor for CALBO's Educational weeks. Mr. Russell can be reached at (714) 363-4700 Ext. 501

Janet Boydell will serve as Assistant Project Manager and brings 22 years of management and generalist recruiting expertise. Janet has placed plan check engineers, city engineers, building inspectors, permit technicians and others at many jurisdictions and is capable of filling any type of position for the City. She is the author of two books about how to successfully attract, hire and retain the top talent needed to achieve goals. Janet developed proprietary tools and techniques that will be utilized to ensure the proper fit and talent is hired into the right position for any type of function.

VCA is a financially stable company with a two-million dollar E&O insurance package. There is no pending or previous litigation over the past five years related to our firm's work. VCA will provide an updated insurance certificate should we be awarded the contract.

The conditions of this proposal will be valid for a period of 360 days from the date of the submittal. VCA complies with nondiscrimination requirements of the State and Federal Government.

Please do not hesitate to call me with any questions, or if you need any clarification on any part of this proposal.

Sincerely,

THE CODE GROUP, INC.

A handwritten signature in dark ink, appearing to read "Tom VanDorpe".

Tom VanDorpe, S.E.
President



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2. UNDERSTANDING SCOPE OF SERVICES



**The VCA Code Team at
Headquarters located in
Orange, CA**

VCA has been in business for more than 37 years, and has been successfully providing similar plan check and building inspection services as described in the City's Scope of Service. We thoroughly understand and can deliver comprehensive and timely building and fire protection plan check services for the City on an as-needed basis to supplement existing City services; and we are ready to provide the qualified building inspectors needed to ensure that building inspection services are met in a timely manner for your community.

1. **Dedicated Project Manager:** Charles "Russ" Russell, CBO/Sr. Vice President will be the dedicated Project Manager. Russ brings 30 years of experience managing similar scopes of services. He is an acting Certified Building Official and is extremely knowledgeable about codes. In addition, he participates in many code-related organizations, including being the 2015 Past President of the ICC Orange Empire Chapter, and he is an ongoing instructor for CALBO's educational weeks.
2. **Building Plan Review Scope of Services:** The VCA approach to the various types of plan reviews is to assist the applicants and the City to comply with intent of the code and to maintain the highest degree of public satisfaction while providing a thorough and professional plan review. VCA understands that the City needs assistance until the two plan check engineer vacancies are filled. All of our plan checkers are licensed structural or professional engineers, and they are all ICC Certified Plan Examiners. The following is an overview of the scope of work:
 - a. Our in-house staff has extensive plan review experience with like-cities that are either located at or near the beach.



- b. We will develop correction sheets that meet City approval and shall maintain electronic lists of corrections.
- c. Upon review of our Methodology and Sample Corrections, you will notice that VCA not only understands your City needs, but is also adaptable to specific forms and requests for completeness and correctness.
- d. VCA has an expert electronic plans examiner on staff. He will develop and furnish the City with electronically typed lists of corrections, or any other requirements such that VCA properly supports the City. VCA utilizes ePlan and Bluebeam software and we will train City staff and applicants at no cost. And our electronic plan checker will learn any future software utilized by the City.
- e. VCA and the assigned plans examiners shall be available to consult with the City or any stakeholder in order to facilitate corrections, calculations, drawings and specifications. We will submit two electronically typed copies of all such correction lists to the City.
- f. All plans shall be checked and rechecked at the offices of VCA Code.
- g. VCA shall comply with all service delivery goals for timely performance. (Please refer to our Plan Check Turnaround chart in the Fee section.)
- h. VCA shall provide expedited plan check services at an additional cost. VCA shall comply with the 4 week turnaround time indicated in the RFP. (Please refer to the Fee Proposal for more information.)
- i. VCA offers free pickup and delivery of all plans.
- j. VCA plan checkers will come to the City to attend meetings and meet with City staff or applicants to answer questions or explain codes as needed.
- k. VCA will provide an On-Call Plans examiner to work at the City as needed. (Please refer to the Fee schedule and Resumes.)

3. Fire Plan Review Scope of Services: VCA Shall Comply with all consultant responsibilities and provisions, including:

- a. Identify the requirements for fire protection or a life safety system, based on given sets of plans, and identify and document deficiencies, and prepare all reports in accordance with the policies and procedures of the City.
- b. Plan reviewers will conduct plan review, including over-the-counter review as needed, evaluate submitted building plans for:
 - i. fire and life safety systems
 - ii. Sprinklers
 - iii. Alarms



- iv. Compliance with applicable fire safety codes and regulations
- v. Plans will be reviewed and held to any municipal codes as well as:
 - 1. The California Fire Code
 - 2. California Building Code
 - 3. Title 19, California Code of Regulations
 - 4. NFPA standards
- c. Scope of work is based on project information contained in submitted plans and may include:
 - i. Fire sprinkler location based on structural and architectural design
 - ii. Proper coverage of system based on type of occupancy
 - iii. Proper application of fire codes based on type of construction method (Type I-V)
 - iv. Reviewing special features such as water curtains when submitted
 - v. FDC locations are properly located based on the City Fire Marshall requirements
 - vi. Providing a high level of collaboration with local Fire Marshall to insure all local standards and amendments are noted or illustrated on the submittal documents in a format that meets the client standards
 - vii. NFPA 13 Systems, and working with RJA and OCFA
 - viii. Flammable fabrics and suspended fire sprinkler systems

The VCA approach to the various types of plan reviews is to assist the applicants in making their projects comply with the spirit and intent of the code in the shortest time possible and to maintain the highest degree of public satisfaction while providing a thorough plan review.

Plan Check and Availability: VCA standard plan check correction documents provide the name of the plan check engineer for the project, plan check engineer email address, plan check engineer direct telephone number, VCA code general telephone number, and the VCA code FAX number. Plan check engineers work in the office from 8:00am to 5:00pm and will take calls all day. If it's after 5:00pm, calls are returned the next business day. All emails are answered the same day received or no later than the next business day.

4. Building Inspection Scope of Services: All inspections are based on the CA Building Code, Uniform Housing Code, Uniform Code for the Abatement of Dangerous Buildings, the CA Mechanical Code, CA Electrical Code and the CA Plumbing Code, as well as other applicable codes and ordinances as adopted by the City of Manhattan Beach, and include disabled access, and energy conservation regulations of the State of California. The following represents an overview of the scope of work:



- a. VCA only hires ICC Certified Building Inspectors, and many possess multiple certificates. Our staff includes senior inspectors, combination inspectors, and specialty inspectors.
- b. VCA inspectors are well-trained to be polite, courteous and receive ongoing training about how to manage and work with the public.
- c. VCA provides our inspectors with all applicable code books, training, tools, materials, and other resources needed to perform excellent services.
- d. VCA inspectors will utilize any City mandated correction sheets or forms and maintain written lists of corrections needed to ensure compliance with codes and City ordinances.
- e. VCA inspectors have been trained about how to meet with City staff and community members.
- f. VCA inspectors shall be provided with all applicable City ordinances prior to any inspection and they will ensure compliance with each.
- g. VCA inspectors shall comply with the requirement to "ride along" with City Inspectors for up to three (3) days and VCA will not charge the City for any "ride along" days deemed necessary.
- h. VCA inspectors shall attend Building and Safety Division staff meetings to learn about City procedures, policies, in-house training, or to gain a better understanding about what the City expects of its inspectors.

To assist the diverse community of Manhattan Beach, and the prospective projects forthcoming, we bring the experience and expertise to assist the City in achieving its' future goals. Our in-house staff consists of more than 50 technical personnel, including:

Registered Structural Engineers and Registered Civil Engineers	Licensed and ICC Certified Plans Examiners
ICC Certified Building Inspectors & ICC Certified Permit Technicians	State Certified CASp experts
Code Enforcement Officers	Fire Plan Checkers & Inspectors
AICP Planners and Planners	Cal/Green Experts
Mechanical Engineers	Site Design & Site Accessibility
Energy & Green Building Codes LEED-AP (BD+C Homes), CEA, CEM	Commissioning, GPR measures and HERS Raters



1. **Technical capabilities:** VCA's full range of engineering disciplines consists of structural, architectural, mechanical, electrical, plumbing, fire, CASp, sustainability (Energy and Green Building Codes), civil, geotechnical services, and construction documents for compliance with the California Building, Electrical, Mechanical and Plumbing Codes. And VCA will include and adhere to any City amendments.
 - a. In the new and existing single-family residential dwelling domain, recent plan reviews and inspections include: several SFD's in the City of Bradbury; a multi-story single-family sprinkler system in the City of San Clemente; a new multi-family with an elevator in the City of West Hollywood. VCA has extensive experience in plan review for mixed-use, wraps, and podiums; as well as hundreds of single-family dwellings that include room additions and remodels.
 - b. In the commercial domain, our plan reviews and inspections include mall expansions in the cities of Long Beach, Buena Park and the Marriott Hotel in West Hollywood; a fitness center, office buildings for the Department of Social Services, high-rises, mixed-use offices and MFD; and various structures using concrete tilt-up construction methods; and eight auditoriums for Buena Park.
 - c. To show the diversity and depth of our staff, all the amusement rides added to Knott's Berry Farm since 2000 have been reviewed by VCA. We've conducted plan reviews for several hotels and restaurants, car dealerships, and all types of B occupancies.
2. **Plan Check and Availability:** Correction documents provide the name of the plan check engineer for the project, plan check engineer email address, and plan checker's direct telephone number. VCA's work hours for Plan check engineers are in the office from 8:00am to 5:00pm and will take calls all day. If it's after 5:00pm, calls are returned the next business day. All emails are answered the same day received or no later than the next business day. VCA will respond within one (1) business day to questions arising from field inspections.

3. METHODOLOGY AND WORK PLAN

- a. **VCA's philosophy** and management's belief is that regulation of building construction through effective enforcement of adopted codes is beneficial to the public interest and the building industry. We believe in a cooperative effort between the building industry and regulatory agencies for the benefit of all.
- b. **Our approach** to servicing the City is to act as an extension of the departments it serves. Our extensive experience related to the scope of service requested, our capabilities and total quality management control processes are a multi-layer



approach. Charles Russell, CBO/Sr. Vice President shall be the assigned project manager dedicated to the scope of service requested.

- c. **Our Expert Recruiters** are experienced and capable of finding qualified personnel for any function. Janet Boydell, Vice President of Staffing & Executive Recruiting, has 22 years of recruiting, and authored two books about how to find, attract, and hire the very best talent to achieve goals and objectives. She will ensure the City has the best qualified people, and the best fit for your culture.
- d. **VCA continually updates** an extensive library of all applicable and adopted building codes and reference standards; and modifies and upgrades review standards to reflect code changes and guarantees that plan reviews are in alignment with the current standards. We participate in the code development community for the purpose of contributing when called upon and by keeping abreast of the policy changes with the different agencies in our state.
- e. **VCA's Plan Review Methodology:** The intention of VCA is that we behave as an extension of the City's staff and processes. This benefits the City staff and general public in providing outstanding customer service as well as overcoming challenges.
 - i. **Strategic Plan Assignment:** VCA will review each type of project and make a determination about the most appropriate plans examiner to be assigned to the project. This will ensure the project is being reviewed with the 'best set of eyes' based on size and sophistication. VCA conducts a second glance review of complicated projects to ensure nothing is missed.
 - ii. **Transmittal of Plans:** VCA will arrange a courier or pickup plans in person on an as-needed/on-call basis. If necessary, we are available to discuss projects with the City staff when we pick up the plans. If desirable to the City, VCA offers electronic plan review services, and we will train the City staff and applicants with no charge to the City.
 - iii. **Correction Lists:** Specific correction lists are prepared and returned with the plans. We will utilize any specified form or transmittal letter as required by the City. Each correction is typed in clear and concise language identifying the deficient items on the plans, as well as the requirements that must be indicated on the plans to show compliance with the code.
 - iv. **Recheck Procedure:** Plans returned for second and/or third reviews are immediately given to the original plan reviewer. The benefits of assigning re-checks to the original plan reviewer are twofold: 1) their familiarity with the project saves time in approving corrections, and 2) this helps expedite the review process for applicants.



- v. **Approval Process:** When plans are found to show compliance with the building code and other pertinent laws and ordinances, they are stamped with a "Reviewed by Consultant for Code Compliance" stamp and returned with a transmittal letter.
 - vi. **Applicable Building Codes:** The current State adopted model codes and California Code of Regulations Title 24, Parts 1 through 12, along with all City ordinances shall be applicable at the time of submittal for the initial plan check to the City's Building and Safety Division. Any additional requirements will be provided by the City Building Official prior to the plan review process.
- b. **VCA full scope of services also includes:**
- i. Open lines of communication with City staff and applicants to maintain the highest level of customer service.
 - ii. With large projects, meet with City staff and applicants to provide coordination of plan reviews when multiple structures are involved to meet the project goals and deadlines.
 - iii. Assisting City staff with managing the plan check process with applicants.

4. EXPERIENCE AND QUALIFICATIONS OF THE FIRM

VCA possesses a strong reputation and brings excellent references that will attest to the depth and breadth of our experience and qualifications for plan review and staffing services we've provided at multiple jurisdictions throughout Southern California.

VCA's experience and capabilities include a full range of services for the City:

Full Plan Review	Fire Plan Review	Electronic Plan Review
Permit Processing	Building Inspection	Off-site Grading Insp
Geotechnical, Grading & Drainage, WQMP & SWPPP Review	State Certified CASp experts, and State Certified "Safety Assessment Program"	Energy and Green Building Codes; CALGreen, LEED-AP CEA, Commissioning
Planning	Public Works	Dynamic Analysis
Review of all building construction documents for compliance with the CBC, CMC, CPC, CEC, and Energy Codes		

The following chart identifies a sample number of projects for which our firm and Russ has acted as the lead project manager during the past three years or more.



City Name & Services	Description of Projects	Project Manager
West Hollywood Plan Check Services	Commercial Building, High Rise Buildings, Hotels, Mixed-Use projects	Charles Russell Janet Boydell - Staffing
Irvine Permit Processing & Inspection Services	Commercial, Residential, Industrial, TI's, hotels, pools, additions, remodels	Charles Russell Janet Boydell - Staffing
San Clemente Plan Check Services	Outlets at San Clemente	Charles Russell Janet Boydell - Staffing
LA County Plan Review, Permit Processing and Inspection Services	Multiple Cities contracted with LA County for Like-Services	Charles Russell Janet Boydell - Staffing
Dana Point Plan Review, Permit Processing and Code Enforcement Services	Dana Point Harbor Accessibility Upgrades	Charles Russell Janet Boydell – Staffing
Arcadia Plan Check Services	Westfield Mall Strip Shopping Center Restaurants	Charles Russell
San Marino Plan Check Services & Inspection	Huntington Library Expansion Chase Bank Interior Remodel	Charles Russell, CBO
Newport Beach Building Inspectors	SFD, MFD, Commercial, TI's, additions, remodels, inspections, pools, etc.	Charles Russell Janet Boydell – Staffing
Newport Beach Plan Review	High-rise structural peer review for 6-story building, new and existing homes (SFD, MFD), Commercial and Industrial	Charles Russell Janet Boydell – Staffing
Bradbury Plan Review, Inspection and Counter Services	Large Single Family Homes, remodels, additions, access, pools, garages, etc.	Charles Russell
County of Orange Fire Plan Review, Planning Services	Fire plan check for multiple projects Planners: Surveys, Research, Analysis for Planning Projects	Charles Russell Janet Boydell – Staffing

- c. VCA is committed to assisting the City and possesses the resources, dedication and ability to complete all components of all projects in a timely and efficient manner. VCA:

- i. Assigns a dedicated Project Manager, who shall be available to attend meetings, answer questions, advises City staff on matters related to the scope of work for both plan review and inspections services. He'll prepare



and present reports to staff and the City Council, and assist with due diligence as requested.

- ii. Uses a proven methodology and tracking system to ensure all plans are accounted for, comprehensively plan checked, and returned according to the agreed turnaround times.
 - iii. Staff understands the concerns of City staff and applicants regarding their need to compete projects on time, and within their budget constraints.
 - iv. Plan check team is trained and extremely knowledgeable regarding State codes; and we're considered to be thought leaders, especially as it relates to CalGreen.
 - v. Provides needed materials, PowerPoint presentations, booklets, and other handouts or research to enhance any learning sessions provided. VCA will make every effort to conduct additional research and present findings to the City staff for any code related issue.
- d. **Location:** VCA is in its 38th year of serving jurisdictions like the City of Manhattan Beach, and we're located just 34 miles away, which means we could be at your office within 40 minutes...with just a call, we're on our way! The City and its' community will feel as though we're just across the street. And we offer no-charge for pick up and overnight delivery of all plans.



DIVERSE RANGE OF PROJECTS COMPLETED

VCA's full range of engineering disciplines consists of structural, mechanical, electrical, plumbing, civil, geotechnical, accessibility and fire-life protection. VCA was the reviewing agency for the Hollywood Park project located in the City of Inglewood. In the medical field, our experience includes plan review of the Orange County Health Care Facility, dialysis treatment facility, health clinics, and drug rehabilitation centers.

Rusnak/Arcadia Mercedes-Benz Dealership

Client: City of Arcadia
Services Provided: Plan Check Services – Including Fire Plan Review

Building Inspection Services

Project Data: 50,000 sq. ft. showroom
Approved Budget: \$10 Million
Project Schedule: 6 Months; Completed in 4 Months



VCA provided complete plan check and ADA CASp services. VCA was involved in and dealt with high flammable liquids, the flame exhaust ventilation system, water curtain system, and service bay area.

The Forum

Client: City of Inglewood
Services Provided: Plan Check Services/Building Inspection
Project Data: 330,000 sq. ft.
Approved Budget: \$55 Million
Project Schedule: 6 Months
Completed in 5 Months



VCA checked the seismic strengthening of an existing concrete structure rigging system, and exiting capabilities for 56,000 people and their full exposure during a major event. In addition to plan check services, VCA worked with the LA Fire Department regarding flammable fabric, as well as the suspended fire sprinkler system from the existing truss catwalk system.

Huntington Library

Art Collections and Botanical Gardens

Location: 1151 Oxford Road.
San Marino, CA 91108
Client: City of San Marino
Services Provided: Plan Check Services
Building Inspection Services
Project Data: 55,000 sq. ft.
Approved Budget: \$40 Million
Project Schedule: 8 Months



VCA performed the complete plan check review and performed building inspection services including plumbing, electrical, mechanical, as well as disabled accessibility. VCA had discussions with the Fire Chief to solve the fire sprinkler system that would prevent damage to valuable art work and paintings.



Plan review for several large estates in the City of Bradbury, including:

Location: 388 Long Canyon Road, Bradbury, 9-acres
Client: City of Bradbury
Services Provided: VCA conducted the complete plan review
Project Data: 30,000 s.f.
Approved Budget: \$176,550
Project Schedule: 12 Months; Completed in 6 Months



211 E. Camino Real (Single Family Residence)

Location: 211 E. Camino Real Ave., Arcadia, CA 91006
Client: City of Arcadia
Services Provided: Plan Check Services: VCA conducted the complete plan review
Project Data: 6,800 s.f.
Approved Budget: \$870,823
Project Schedule: 12 Months; Completed in 6 Months



Fire plan check included NFPA 13 system. Review of fire sprinkler and fire alarm systems for compliance with NAPA standards with jurisdictional amendments include.

The Source

Location: Beach Boulevard and Orangethorpe Avenue
Buena Park, CA 90621-3432
Client: City of Buena Park
Services Provided: Plan Check Services
Building Inspection Services
Project Data: 447,375 sq., 7-story with a Helipad
Approved Budget: \$75 Million
Project Schedule: 8 Months; Completed in 6 Months

VCA reviewed electrical, mechanical, life safety, ADA, structural calculations and framing. In addition to plan check services, VCA worked with RJA and OCFA to resolve capacity mall exiting system and underground fire tank to serve high rise buildings.



5. QUALIFICATIONS AND EXPERIENCE OF STAFF

1. **Introduction & Firm Ownership:** VCA is a California Corporation, owned by Tom VanDorpe, S.E. Headquarters is located in Orange with an office in Oakland, CA. VCA has performed over 50,000 building plan reviews for more than 25 Southern California jurisdictions. Our leadership has a professional background as licensed engineers and certified building officials. VCA understands the diverse needs of the City of Manhattan Beach related to the enforcement of the State of California and City codes.
2. **Staff and Expertise:** VCA and its professional staff offer extensive plan review for any type of structure, building inspection, permit technicians, and other functionalities that the City can rely on and be assured that our knowledge of current California Building Codes and compliance with Municipal Code requirements will be strictly enforced.
3. **Plan Review Staff and Expertise:** VCA and its' professional staff bring extensive years of experience in building and fire plan check services. Our plan checkers will learn each of the City's ordinances and ensure compliance for each plan review.
 - a. **Our Six Plan Check Engineers** are California licensed professional engineers and ICC Certified Plans Examiners. The City may rely upon and be assured about our knowledge of, and compliance with, all current State building code requirements, as well as compliance with all City ordinances. VCA's licensed professionals are capable of reviewing plans for any type of structure: architectural, structural, mechanical, electrical, plumbing, fire, green building, landscape and grading, as well as disability access requirements.





NAMES OF KEY STAFF AND QUALIFICATIONS

Name	Qualifications - Licenses/Certifications	Type of Review/Insp Work	Years of Exp.
Thomas VanDorpe	Registered Structural S-4611 Registered Civil Engineer ICC Certified Building Plans Examiner ICC Certified CALGreen Plans Examiner	President	30
Charles Russell	ICC Certified Building Official ICC Certified Plans Examiner ICC Certified CALGreen Plans Examiner ICC Certified CALGreen Building Examiner	Building Official/ Sr. Vice Pres./PM	30
Hue Luu	Registered Civil Engineer C-66754 ICC Certified Plans Examiner	Director of Plan Check	25
Phil Nguyen	Registered Civil Engineer C-84706 ICC Certified Plans Examiner	Plan Check Engineer	11
Jim Wong	Registered Civil Engineer C-69393 ICC Certified Plans Examiner	Plan Check Engineer	13
Ray Mehranpour	Registered Structural Engineer S-6005 Registered Civil Engineer ICC Certified Plans Examiner	Plan Check Engineer	17
Ken Toh	Registered Fire Protection Engineer	Plan Review	20
Dan Feeney	25 Certifications (ICC: Residential, Commercial, Mechanical, Electrical, Plumbing, Plan Review) Inspection of Residential, Commercial, Structural, Plumbing, Mechanical, Electrical, Tenant Improvements.	Sr. Combination Building Inspector	25
Rich Hendricks	ICC: Commercial, Industrial, and Residential: building, electrical, mechanical, plumbing, TI's ++	Sr. Building Inspector	20
Rob Leatherman	ICC: Commercial, Industrial, and Residential: building, electrical, mechanical, plumbing, TI's ++	Sr. Building Inspector	18
Mikel Del Rio	ICC: Residential and Commercial: Inspection of Residential, light commercial, electrical, plumbing, remodels, additions, pools.	Combination Building Inspector	20
William Trujillo	ICC: Combination Inspections of rough-in trades: framing, rough fire, plumbing, electrical, mechanical, and energy standards	Building Inspector	15
Janet Boydell	Expert recruiter and author of two books about hiring. Provides staffing services for any type of function for jurisdictions.	Vice President	22
CASp Sub-consultants: if CASp services are required, with City approval:			
Terry McLain	Certified Access Specialist (CASp)	AIA/CASp Expert	15



6. OTHER PERSONNEL (As of the date of the RFP: None)

7. REFERENCES



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

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



City of Bradbury
Kelth Kearney
City Manager
600 Winston Ave.
Bradbury, CA 91008
(626) 358-3218
kkearney@cityofbradbury.org

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



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

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



City of Buena Park
Don Godfrey, Building Official
Community Development Department
6650 Beach Blvd.
Buena Park, CA 92673
(714) 562-3636
dgodfrey@buenapark.com

**Building Department
Plan Review and Staffing Services
(Providing services since 2012)**



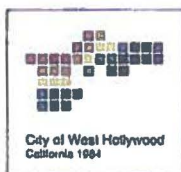
County of Los Angeles
Mazen Dudar, Sr. Eng. – Insp.
Joshua Hussey, PE - Plan Check
626.458.6378
jhussey@dpw.lacounty.gov
mdudar@dpw.lacounty.gov

**Plan Review &
Building Inspection
Permit Processing Staff
(Providing services since 2010)**



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

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



City of West Hollywood
Cynthia Zabala, Acting Building Official
Building & Safety Dept
8300 Santa Monica Blvd., 2nd Floor
West Hollywood, CA 90069-4314
(323) 848-6475
czabala@weho.org

**Building Plan Review
and Staffing Services
(Providing services since 2014)**



8. CONTRACT EXCEPTIONS

VCA respectfully requests the opportunity to discuss changes in two areas of the Agreement:

Area 1: Pages 4 and 5. With respect to paragraph 8.A.1) First sentence: remove or reword "defend, hold harmless" and after "liabilities", in law or equity, remove "whether actual, alleged or threatened" and remove the following sentence: "Contractor shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense"; and at the end of the last sentence in 1) add after "in connection with the Liabilities caused by the errors or omissions of Contractor as determined by a Court of competent jurisdiction."

Area 2: Page 6. With respect to paragraph 9.1) change the amount from \$2,000,000.00 per occurrence to \$1,000,000.00 per occurrence; and change the general aggregate limit of \$5,000,000.00 to \$2,000,000.00. These are the limits in our insurance coverage.

We thank you for your consideration and VCA is open to discussing the above request.

9. SAMPLES: CORRECTIONS AND INVOICE



CITY OF SAN CLEMENTE PLAN CHECK CORRECTION LIST

May 2, 2017

**PLAN CHECK NO.: B16-
VCA FILE NO.: SC-2**

SECOND CHECK:

JOB ADDRESS:

OCCUPANCY: U/ R3

SCOPE OF WORK: Addition/Alteration

**TYPE-OF-CONST.: V-B
Sprinklered**

The **CITY OF SAN CLEMENTE** has elected to use a consultant, the **VCA CODE GROUP**, to review the plans and specifications for the above project. This review is for general conformance to applicable codes and regulations as adopted by the city. Prior to issuance of a permit the items indicated below must be clearly indicated on the plans. The approval of plans and specifications does not permit the violation of any provisions of the building codes, city ordinances or state laws.

NOTES:

1. Approval is required by Fire, Planning and Engineering/Public Works Departments prior to permit issuance.
2. Return marked sets of plans and calculations and a copy of the correction list, along with **two (2) sets of revised plans and calculations** for recheck. Indicate on plan check list where the corrections are shown on the plan.
3. Due to the nature and extent of the corrections, additional review will be required when the plans are resubmitted. More corrections and/or clarifications may also be required.
4. Return plans to: City of San Clemente 910 Calle Negocio #100 San Clemente, CA 92673. Phone # (949) 361-6100 www.san-clemente.org

Plans checked by:

VCA CODE GROUP
1845 W Orangewood Ave., Suite 210
Orange, CA 92868
(714) 363-4700
E-mail address:

GENERAL PLAN REQUIREMENTS:

1. Please submit a complete geotechnical report per CBC Section 1803. Due to known slope instability issues, please also include slope stability analysis per SC15-04-070.
 2. The existing foundation undergoes foundation repair in 2014, adding additional loads (second story) may diminishing the original foundation repair purposes which could cause the repair and structure to fail. Please contact the foundation repair company and obtain approval letter from them stating that the proposed works will not jeopardize their previous works and the existing/repared foundation system is capable of supporting the additional loads **OR** provide alternative methods to support the new loads from the proposed addition.
 3. Please provide vicinity map on first sheet of plan.
 4. Truss submittal shall be submitted to the Registered Design Professional (RDP) in responsible charge who shall review & forward them to the building official with a notation and signature indicating that the items have been reviewed and found to be in general conformance to the design of the building.
 5. Please specify tankless water heater make, model and energy efficiency factor.
 6. Please specify deck water-proofing material and provide third party or ICC approval #.
 7. Please provide third party or ICC approval # for the proposed gas fireplace and specify on plan gas fireplace shall be direct vent sealed combustion type only.
 8. Roofing material shall be class "A" rated; please specify on plan and provide approval #.
 9. Please provide occupant sensor for lighting fixture in laundry room.
 10. Please provide smoke detector outside of master bedroom.
 11. Please update electrical legend showing "high efficacy" fixtures; see marked up on plan.
 12. Please provide exhaust fan in master bathroom (by tub and shower).
 13. Please update whole-building calculation; see comment on plan.
 14. Heating and A/C systems shall be sized, designed and have their equipment selected using the following methods (CALGreen 4.507):
 - a. The heat loss and gain is established according to ANSI/ACCA 2 Manual J-2009 (Residential Load Calculation) [Air Conditioning Contractors of America (ACCA)], ASHRAE handbooks [American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE)] or equivalent.
 - b. Duct systems are sized according to ANSI/ACCA 1 Manual D-2011 (Residential Duct Systems), ASHRAE handbooks or other equivalent design software or methods.
 - c. Select heating and cooling equipment according to ANSI/ACCA 3 Manual S-2011 (Residential equipment Selection) or equivalent design software or methods.
- Please provide calculations showing compliance with items a-c above.**
15. Please imprint City's CALGreen checklist and VOC Tables on plan.
 16. Please provide typical detail for eave vent.
 17. Please specify vent type, manufacture and free opening areas.
 18. Please provide access and ventilation for the cricket; cricket is considered attic space when more than 30 sqft and over 30" height.

STRUCTURAL

1. Due to high sulfate contains in the City, please specify min 4,500 psi type V concrete to be used for all concrete in contacts with dirt or provide soil report to justify.
2. Please provide a complete helical pile installation procedure, testing and special inspection required.
3. Please reference soil report information and recommendations on plan.
4. Submitted valuations/analysis from the geotechnical engineering doesn't meet the requirement of a "full scale" soil report per CBC Chapter 18 and slope stability analysis per SC15-04-070; therefore, unable to provide a complete foundation reviews at this time.
5. Please revisit flag pole footing designs; there should be 2 lateral loads apply to the column, one at the roof level (2.4 kips) and one at floor level (1.47 kips).
6. Please provide stair and interior/exterior handrail/guardrail framing details.
7. Please provide straps at top plate to tie new walls to existing walls.
8. Please key-in all details.
9. Please show on framing plan double joists or 2x blocking under partitions. Provide calculation for all floor joists supporting bearing walls at upper level(s).
10. Please check diaphragm stresses at critical shear lines per CBC and revise the framing plan(s) to show all required blocked diaphragm(s) on plans.
11. Please clearly identify all new and existing framing members on framing plans.
12. Please verify if existing roof system is capable of taking additional loads from additional framing being added to it.

Please refer to additional comments marked on plans for both architectural and structural; additional time and material fees will apply after third review.

END OF CORRECTIONS



**CITY OF NEWPORT BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
BUILDING DIVISION**

100 Civic Center Drive | P.O. Box 1768 | Newport Beach, CA 92658-8915
www.newportbeachca.gov | (949) 644-3200

**RESIDENTIAL
PLAN REVIEW COMMENTS**

Project Description: Single Family Dwelling Remodel and Addition

Project Address: Newport Beach

Plan Check No.: 2-2016 (VCA)

Permit App. Date:

Plan Check. Expires:

Use: Occupancy: R3, U

Const. Type: V-B

No. Stories: Two and Basement
Permit Valuation: \$337,000

Adjusted Valuation:

Architect/Engineer:

Phone:

Applicant/Contact: i Architects

Phone:

Plan Check Engineer:

Phone: 714.363.4700 Ex.

Engineer email:

☒ 1st Review: (01/19/17) ☒ 2nd Review: 4/17/17 ☐ 3rd Review:
Italic comments By Appointment

The project plans were reviewed for compliance with the following codes and standards:

2013 CRC; 2013 CBC; 2013 CPC; 2013 CEC; 2013 CMC; 2013 California Energy Code; 2013 California Green Building Standards Code (CG); & Chapter 15 of the Newport Beach Municipal Code (NBMC).

The code section references are from the 2013 CRC, unless otherwise stated.

- **TO EXPEDITE PROJECT APPROVAL:** Please provide a written response indicating how and where each comment was resolved on the plans.
- Resubmit all previously reviewed plans, updated plans and supporting documents with each subsequent review.
- **AFTER 2nd PLAN REVIEW:** Please call the plan check engineer listed above to schedule a plan review appointment, to expedite project approval.
- For clarification of any plan review comment, please call the plan check engineer listed above.
- Plan review status is available online at www.newportbeachca.gov. Project status is also available using the interactive voice response system at 949-644-3255, or by speaking with a permit technician at 949-644-3288 during business hours.

GENERAL

1. Obtain plan review approval from the following:
 - a. Building Division
 - b. Fire Department
 - c. Planning Division
 - d. Public Works Department

MEANS OF EGRESS

2. Spiral Stairways shall comply with the following requirements: R311.7.9.1
 - a. Provide spiral stairway column connections to beam and footing detail. Provide structural calculations.
3. Handrails shall satisfy the following:
 - a. Provide a minimum of one continuous handrail on stairways with 4 or more risers and at all open sides. **R311.7.7 Show on plans for new exterior stairs.**
 - b. Handrails with a perimeter greater than 6.25 inches shall comply with R311.7.7.3 item 2.
 - c. Handrail shall be continuous without interruption by newel post or other obstruction, except at the landing, volute, or turnout on lowest tread. R311.7.7.2, Exception 1 & 2.
 - d. Clear space between handrail and wall shall be 1.5 inches minimum. R311.7.7.2
4. Guards (guardrails) shall meet the following:
 - a. Openings between intermediate balusters shall preclude the passage of a 4 inch diameter sphere. R312.3
 - b. The triangular openings formed by the riser, tread and bottom rail shall preclude the passage of a 6 inch diameter sphere. R312.3 Exception 1.
 - c. Openings between intermediate balusters on the open side of stairs shall preclude the passage of a 4-3/8 inches diameter sphere. 312.3 Exception 2.

CONSTRUCTION

5. Show attic ventilation type, size and location. Vents shall meet the following requirements. R806.2
 - a. Openings shall have corrosion-resistant wire mesh or other approved material with 1/8 inch minimum and 1/4 inch maximum opening. Show compliance.

STRUCTURAL (by Ray Mehranpour, P.E., S.E.)

LATERAL

6. Provide structural calculations to verify the adequacy of the existing shear walls for additional loads.
2nd Review: According to calculations, provide information for existing shear walls used to support additional lateral load. (Include a copy of exiting framing plans to set of plans or to calculations for reference only)

FOUNDATION

7. **2nd Review: Sheet S0.1:** Per soil engineer's corrections on allowable soil bearing, please recheck calculations and revised plans as required.

ADDITIONAL CORRECTIONS

8. *Provide drowning protection and alarm and swimming pool enclosure CBC3109.4.4.2.*
9. *Provide Door and window schedule. Coordinate with Title 24 Energy calculations. Provide ~~connection detailing, material, glazing, fire rating, hardware, and etc.~~*
10. *~~Provide Carbon monoxide and smoke alarm per code requirements.~~ Provide specification and UL number.*
11. *Provide spot elevation or Finish Floor Height. Clearly present height differences for stairs, door threshold, decks and balcony, landscape and hardscape around pool area and etc. Markups from first review have not been addressed.*

The comments on the checked set are part of this correction list.

Please comply with all markups on the submitted plans and calculations. **2nd Review:** Incomplete Structural set.

No handwriting is acceptable.

Return all sets with the completed plans in next submittal.

END OF CORRECTIONS.

**CITY OF BUENA PARK
PLAN CHECK CORRECTION LIST**

Buena Park, CA 90621

PLAN CHECK NO.

B16-

SECOND CHECK

ADDRESS:

OCCUPANCY: B

SCOPE OF WORK: Restaurant TI

TYPE-OF-CONST. V-B

: 1400 sqft

The **CITY OF BUENA PARK** has elected to use a consultant, the **VCA CODE GROUP**, to review the plans and specifications of the subject project for conformance with the state building code as adopted by the City. Attached is a plan check correction list. The items on this list must be corrected or completed to show compliance with the code.

NOTES:

1. Your full cooperation in the plan check procedure will greatly influence the time in which the building permit can be issued. A change of design at this time may require additional reviews and delay your project.
2. Please respond to EACH item on this correction list. Make ALL corrections on the original tracing paper. Return red marked set of plans, calculations and a copy of this correction list along with **three (3) sets of new prints and two (2) copies of supporting documents** for recheck. Indicate on plan check list (at the right hand side under REFERENCE) where corrections are shown on the plan.
3. See the marked set of plans for additional required corrections. Red marks on the plans are to be considered "typical" and apply to all similar conditions on the plans, not just the areas marked.
4. Plans are to be returned to: City of Buena Park, 6650 Beach Blvd., Buena Park, CA 90620

Plan checked by:

VCA CODE GROUP
1845 W Orangewood Ave, Ste 210
Orange, CA 92868
(714) 363-4700 ext.#504
Email:

VCA File No. BP-2

THE FOLLOWING CORRECTIONS ARE REQUIRED.

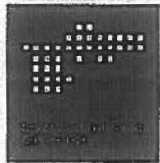
City of Buena Park Specific Requirements: PENDING

1. Planning approval is required.
2. OCFA approval is required for any fire sprinkler alteration.
3. Orange County Health Department approval is required.

State of California Building Code Regulations:

1. Provide exterior elevation to show wall mounted exhaust fans. Planning Department approval is required to changed building exterior elevation. **Pending**
2. Architect and general contractor to field verify existing restroom facility for fully comply with current CBC chapter 11B requirements prior to final inspection. **Show 5 feet turn radius and show fully compliance dimension on restroom layout plan.**
3. Incomplete electrical plan submitted for plan check, more correction will follow. **Not done, see check set of plan for comment.**
4. Incomplete mechanical plan submitted for plan check. Specify duct size and CFM of all supply and return air grills. **Not done, see check set of plan for comment.**
5. Revise hood design based on CMC 508.4 and show method of compliance. **Not done, see check set of plan for comment.**
6. Revise hood specification, specify manufacture brand, model number and standard detail sheets. **Not done, see check set of plan for comment.**
7. Provide wall mounted detail of new exhaust fan to building exterior elevation. Exhaust grease duct shall be discharged at upright position. **Not done.**
8. Incomplete plumbing plan submitted for plan check. Specify size of hot/ cold water line, gas line; directed and in-directed waste lines. **Not done, see check set of plan for comment.**
9. Provide gas calculation, specify CFH at each inlet and provide quick release valve at each inlet. **Not done.**
10. Submit calculation design hydro mechanical grease interceptor and specify correctly. **Not done.**
11. Refer to check set of plan for more comment. **Not done.**

END OF CORRECTION



CITY OF WEST HOLLYWOOD
PLAN CHECK CORRECTION LIST
3rd check: 4/7/17

ADDRESS: PLAN CHECK #: B16-
OCCUPANCY GROUP: R-3/U TYPE OF CONST: V-B
PROJECT DESCRIPTION: 2-Story SFD with Basement and 2-car attached Garage
Valuation: \$673,687.00

*Please respond to all plan check corrections below. Identify in the left margin next to the numbered area on this correction sheet the location on the plans where the corrections can be found. **No inked on corrections allowed.** Resubmit original set of plans & calculations, this correction list, and two new sets of plans & calculations for recheck. Additional corrections may be present upon review of corrected plans. If you should have any questions regarding this plan check, please contact the person listed below.*

Plans have been reviewed by the VCA Code Group

Checked by: C Phone #: 323-
Email: Phone #: 714-363-4700 Ext.
VCA File No. VCA2

THE FOLLOWING CORRECTIONS ARE REQUIRED.

Architectural and General

1. Provide Signature on all Sheets.
2. All plan review comments on the plans or calculations are to be considered part of the plan reviews set and are to be returned at the time of resubmittal.
3. Windows and glazed doors and the window U-factor and SHGC must be indicated on the schedule. **Not comply. References, on window sheet, to U factors and SHGC are not a match with Energy Calculations on Title 24 Sheets Provide corrections. Repeat comment.**
4. Provide connection details of guardrail and/or handrail adequate to support a concentrated load of 200 pounds applied at the top. **Show on structural calculations. Calculation not provided. Coordinate arch Detail and str. details are not match**

Structural

1. Verify pad footing and continuous wall footing ("L" shape) eccentricity forces in the design. Justify if dowels from wall to slab is adequate. **Not found. References to A3, A4 not correct.**
2. Foundation plans shall be reviewed and approved by geotechnical engineer. **Not Provided. Please provide final plans with Geotechnical Eng. signature and valid stamp for next submittal.**
3. **All structural plans should have signature and stamp w/ valid date.**
4. See red mark comments on the plans.

Agency Submittal WEHO Requirements:

1. All plans shall be approved by the City Planning Department prior to submittal to the Building Department.
2. All construction debris in the City is required to be recycled. Please contact City of West Hollywood Environmental Specialist, Matt Magener (323) 848-6894, for authorized hauling contractors and required forms to be completed.
3. School fees are required to be paid to Los Angeles Unified School District prior to issuance of building permits. A receipt is required from School District prior to issuing building permits. Please see Permit Technician for forms to be submitted to the School District.
4. Sherman Sewer Maintenance Fees are required to be paid for all new buildings. See Permit Technician for forms.
5. New sprinkler system requires approval for Los Angeles County Fire Department prior to issuance of building permits. Provide original plans stamped by the fire departments. (Deferred submittal)
6. Plans need to be reviewed by Los Angeles County Sanitation District. A receipt is required as proof that all required fees have been paid.
7. Fire Department approval is required.
8. Two copies of Geotechnical report are required. Verify that report has been approved from the City Geologist.
9. Geotechnical Engineer of Record to stamp foundation plans and details at final submittal to verify compliance with Soils report.

END CORRECTION LIST.



The Code Group, Inc.
1845 West Orangewood Avenue
Suite 210
Orange, CA 92868
(714) 363-4700
EIN: 02-0697917

Sample Invoice

City of Manhattan Beach
1400 Highland Avenue
Building Department
Manhattan Beach, CA 90266

Invoice number 123456
Date 06/07/2017

Project 50-xxxxx CITY OF MANHATTAN BEACH
P.O. #: _____

Professional fees earned from _____ through _____

Contract No.: _____

Vendor No.: _____

Professional consulting services rendered pursuant to the Agreement dated _____ to
provide as-needed plan check and building inspection related services to the City of Manhattan Beach, California.

Description	Current Billed
PLAN CHECK SERVICES at VCA office in Orange	0.00
<i>Professional fees earned according to the attached schedule.</i>	
Total	0.00

PERSONNEL SERVICES

	Units	Rate	Billed Amount
John Smith			
Building Inspector	0.00	0.00	0.00
Building Inspector - Overtime	0.00	0.00	0.00

Invoice total 0.00

10. A. FEE PROPOSAL: PLAN REVIEW FEES

Full Plan Check

Percentage of Fees Collected65%

Hourly Rate\$105.00

Expedited Plan Check (Turnaround time: = to or < 4 weeks max)

Percentage of Fees Collected.....70%

Hourly Rate\$125.00

Structural

Percentage of Fees Collected50%

Hourly Rate\$105.00

Non-Structural

Percentage of Fees Collected50%

Hourly Rate\$105.00

MEP Plan Check Submittal

Percentage of Fees Collected50%

Hourly Rate\$105.00

TURNAROUND TIMES FOR PLAN REVIEW SERVICES

Turnaround Times are working days

Type of Plan	Initial Review	2 nd review	3 rd review	4 th + Review
Tenant Improvements	10 days	5 days	5 days	Hourly rate
Major Tenant Improvements >\$500K valuation	20 days	7 days	5 days	Hourly rate
Residential Addition and/or accessory building	10 days	5 days	5 days	Hourly rate
Single Family dwelling	20 days	7 days	5 days	Hourly rate
Duplex dwelling	20 days	7 days	5 days	Hourly rate
3 to 8 Unit dwelling	24 days	10 days	7 days	Hourly rate
More than 9 unit dwelling	24 days	10 days	7 days	Hourly rate
New commercial/industrial buildings	24 days	10 days	5 days	Hourly rate
Fire Prevention system	10 days	5 days	5 days	Hourly rate
Fire Code-related Building Plan review	10 days	5 days	5 days	Hourly rate
Expedited Plans (See Note #3.)	~10 days	7 days	5 days	Hourly rate

Notes:

1. The first three plan checks are included in the initial percentage fee rate. In cases where the applicant is continually non-responsive, plan review efforts beyond the third check to be performed at the Hourly Rate.
2. Turnaround times indicated are based on general experience with similar scopes.
3. Expedited Plan Review shall be equal to or less than 4 weeks as stated in the RFP. Projects with unique or unusual characteristics may be individually negotiated with the City and applicants.
4. VCA will arrange pick-up and delivery of plans at no additional fee to the City

10. B. FEE PROPOSAL: STAFFING & HOURLY RATES

PLAN CHECKING SERVICES

Job Title	Hourly Rate	Overtime Rate (x1.5)
Plan Check Engineer	\$105.00	\$157.50
Chief Plans Examiner	\$120.00	\$180.00
Building Official	\$125.00	\$187.50
Expedited Plan Review	\$125.00	\$187.50
Other Plan Review: review changes, excessive number of rechecks, repetitive plan review	\$105.00	\$157.50
Other staffing services: Hourly rates are based on experience and certifications.		
Sr./Combination Inspectors:	\$80.00 to \$95.00	Overtime rates are 1.5x and will vary based on the hourly rate of the individual
Building Inspectors:	\$65.00 to \$80.00	
Permit Technicians:	\$55.00 to \$65.00	
Code Enforcement Officer:	\$60.00 to \$75.00	
Plan Check Engineer at the City:	\$105.00	\$157.50

VCA will maintain this proposed fee schedule and it will remain unchanged for the duration of the proposed contract term. VCA is open to negotiating fees.

Overhead Costs for Mileage Fees: If the City does not provide vehicles for inspectors and/or related personnel, then VCA Code will charge a Mileage Reimbursement Fee based on current IRS Rates. The current rate is \$.535. Be advised that VCA only reimburses employees for mileage while driving their vehicles for City or Company business. The total mileage is captured on a daily basis and recorded on time sheets, and is subject to approval by authorized City supervisors. VCA refunds all fees charged to the City back to the employee.



ATTACHMENT A: RESUMES



Tom VanDorpe, SE

President

Years of Experience 30

RELEVANT PROJECT EXPERIENCE

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

EDUCATION

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

LICENSES & CERTIFICATIONS

- Registered Structural Engineer - 4611
- Registered Civil Engineer
- ICC Certified CALGreen Plans Examiner

EXPERIENCE

- Plan checking skills include Structural Engineering, Building Code Consulting, Building Inspection, Fire Protection Engineering, Structural Observation, research and forensic engineering services
- Over 30 years of professional experience in structural design, building plan reviews and construction
- Has extensive knowledge of the International Building Code and the California Building Code, including fire and life safety portions of the code, and is familiar with the provisions of Title 24, including ADA regulations and Energy Conservation Standards
- Active in several industry associations and has served on a number of committees involved with the development and interpretation of structural building codes
- Involved with several seismic-retrofit projects
- Active with SEAOC Seismology Systems Committee
- Frequent author and speaker on topics related to the economic design of low-rise structures



Charles "Russ" Russell, CBO
Sr. Vice President /Project Manager

Years of Experience
30 (10 as Building Official)

**RELEVANT PROJECT
EXPERIENCE**

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

**EDUCATION &
CERTIFICATIONS**

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

EXPERIENCE

- Executive Vice President responsible for the management and successful operations of VCA Code
- Ensures building code evaluation and plan checking services for municipal building departments across California for previous 9 years
- Member of the International Code Council (ICC) Los Angeles Basin Chapter Green Building Code Committee and the Fire Life Safety Committee and responsible in the development of Chapter training
- 2015 Past President of ICC Orange Empire Chapter
- Presenter on state wide tour of seminars for the implementation of CALGreen in collaboration with the Building Standards Commission (BSC), State Department of Housing and Community Development (HCD), and Green Technology of Pasadena.
- Established VCA-Green, a division within VCA Code that provides outstanding service to clients in need of green building project management and consulting. This division offers building owners, developers, and architects a team that shares a passion for sustainable building.
- Taught architects, engineers, building and planning personnel, contractors, developers, and educators for in-depth residential and commercial applications.
- Former building official of City of El Monte
- Former project manager for a construction corporation and had direct supervision of multi-million dollar projects. These projects included shopping centers, multi-story office buildings, construction and alteration of hospital facilities, new dialysis buildings, medical laboratories, multi-family dwelling units, public works projects, multi-level span-crete structures, and specialized residential projects



Janet Boydell

Vice President of Staffing Solutions and Executive Recruiting

Years of Experience 22

STAFFING and RECRUITING EXPERIENCE

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

EDUCATION

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

ACHIEVEMENTS

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

EXPERIENCE

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



Hue Luu, P.E.

Director of Plan Check Services

Years of Experience 25

RELEVANT PROJECT EXPERIENCE

- Over 15 years' experience as a Plan Check Engineer & Structural Designer
- Over 15 years' experience in Construction Management and Inspection
- Extensive knowledge of the California, Electrical, Mechanical, and Plumbing Codes including the fire and life safety portions, Title 24, Energy Conservation Standards and CALGreen

EDUCATION & CERTIFICATIONS

- Bachelor of Science, California State University Long Beach – *Architecture Technology & Design*
- Registered Professional Civil Engineer – California C-66454
- ICC Certified Building Plans Examiner – 08631353-B3
- State of California Safety Assessment Program – Certified for the Governor's Office of Emergency Services
- General Contractor – (B-592775)

EXPERIENCE

- Mr. Luu performs design calculations, supervises structural drawings for structures including residential, commercial, and industrial buildings, TI's, additions and remodels
- Expert on design reinforced concrete masonry, steel, wood frame, and tilt-up construction
- Extensive experience in the Plan Checking on parking structures, post tension slab and seismic upgrade and retrofit buildings to conform to current regulations of Division 88 Uniform Building Code
- Experience also includes non-structural plan check and design on tenant improvement work on type A and B occupancies
- Prior experience includes designing metal buildings and service stations for Shell Oil, Unocal, and Thrifty Oil



Phil Nguyen, P.E.
Plan Check Engineer

Years of Experience
11 years / 4 as Plan Check Engineer

RELEVANT PROJECT EXPERIENCE

- International Code Council: Certified for Building Plans Examiner
- Bakersfield College: Certified of Specialization Building Codes and Related Codes.
- County of Kern – Plan Check for 7 years
- Over-the-Counter Plan Check and assistance

EDUCATION & CERTIFICATIONS

- BS Civil Engineering, Louisiana Tech University-Ruston, LA
- California Licensed Professional Engineer C-84706
- ICC Certified Plan Examiner
- State of California Engineer in Training-E.I.T.
- Adept at Electronic Plan Review

EXPERIENCE

- Thorough knowledge of California Building Standards Code, International Building Code, and Disable Accessibility requirements
- Strong knowledge of Engineering Design Standards; ASCE 7, ACI 318, NDS, and AISC
- Knowledgeable of Leadership in Energy and Environmental Design (LEED)
- Perform comprehensive architectural and structural plan review for complex residential, commercial, and industrial projects to ensure that plans meet the requirements of building codes, State and Federal laws, and City/County regulations; makes corrections of deficiencies were required
- Review structural calculations, engineering design methods, geotechnical reports, shop drawings, alternate materials use, and method of construction for accessibility per Code compliances.
- Provide technical assistance to engineers, architects, contractors, other City/County personnel, and the public; interpret and explain requirements and restrictions relative to building codes, ordinances, regulations, policies, and procedures
- Assists in researching and developing code changes or procedural changes to enhance customer services and permits related
- Assist Building inspectors in resolving structural and other problems that arose in the field
- Perform special inspections and special projects
- Serve as liaison with other departments, organization, agencies and the public in answering questions, explaining technical problems, and resolving complaints



Jim Wong, P.E.

Position: Plans Examiner

Years of Experience

13 years / 3 years as ICC Certified Plans Examiner

RELEVANT PROJECT EXPERIENCE

- International Code Council:
Certified for Building Plans
Examiner

EDUCATION & CERTIFICATIONS

- M.S. Civil Engineering,
University of Southern
California, Los Angeles, CA
(2003)
- B.S. Civil Engineering, California
State Polytechnic University,
Pomona, CA (2002)
- Pasadena City College,
Pasadena, CA (1999)

License

- Civil Engineer, C69393 (2006)
- Engineer-In-Training, EIT
119413 (2004)
- ICC Certified Plan Examiner

EXPERIENCE

- Over 13 years of excellent Structural Design competence for residential, commercial and site retaining wall.
- Deep understanding and experience in structural steel, concrete, masonry and timber design.
- Extensive building and safety knowledge
- In-depth knowledge of Structural and Civil Codes (ASCE and CBC)
- Ability to interpret architectural, structural, and civil drawings
- Ability to interact with the office team and construction team
- Proficiency in Mathematics (Straight A's in all math classes)
- Energetic and passionate
- Knowledgeable of Leadership in Energy and Environmental Design (LEED)

Previous Experience:

- Design of multi-story structures with basement, site retaining walls, and renovations including seismic upgrade.
- Check design calculations of designers and other engineers within the team.
- Lead design reviews, risk assessments from technical standpoint.
- On-site meeting and inspection.

Computer Skills

RetainPro, EnerCalc, WoodWorks Design, or other design packages; and proficiency in Auto Cad.



Ray Mehranpour, P.E., S.E.

Licensed Plans Examiner/ICC Certified

Years of Experience 17+

RELATIVE EXPERIENCE

- More than 14+ years of experience in structural engineering inclusive of layout, analysis, design, drafting, as well as field observation of structural elements and responsibilities as a project manager.
- Experienced in review, analysis, and design of reinforced concrete, post-tensioned concrete, structural steel, masonry, wood, aluminum, cold-formed steel, shallow and deep foundation, as well as retaining walls.
- Residential, commercial, office buildings, complex custom homes, concrete Tilt-up buildings, churches, prototype projects, and parking structures.

EDUCATION

- Bachelor of Science in Civil/Structural Engineering

LICENSES

- Licensed Structural Engineer, State of CA S-6005
- Licensed Professional Engineer: CA, NV, AZ
- ICC Certified Plans Examiner

EXPERIENCE:

- Review plans and specification for the construction, alteration and repair of residential, commercial and industrial buildings and structures.
- Perform complex technical duties in enforcing construction codes to ensure public safety and health.
- Ensure that plans meet the requirements of applicable building, green, energy, mechanical, electrical, and plumbing codes, and city, state laws, regulations and restrictions.
- Prepares comprehensive correction lists. Review structural and energy design calculations.
- Consult with architects, engineers, developers, contractors, and property owners to discuss problem with initial plans and required changes.
- Interprets and explains requirements and restrictions relative to building codes. Develop alternative methods to comply with those requirements and restrictions and resolve complaints received from clients.
- Study soils report and compaction report.
- On grading plan, review elevations, contours and surface drainage devices.
- Review plans for erosion control and adequacy of storm drains to handle drainage.
- Verify calculations on hydrology and hydraulic studies.
- Review plans and reports for engineering standards and appropriate codes and ordinances.

Prior to joining VCA: Structural Project Manager/Engineer

- Experienced in review, analysis, and design of non-building structures and free-standing structures.
- Experienced in plan checking, drafting, and providing structural plans and details.
- Project Management and Field structural observation for new structures to ensure compliance with the construction plans and observation of existing structures for seismic retrofit or structural integrity.



Ken Toh, FPE
Fire Protection Specialist

Years of Experience 20

EXPERIENCE

**RELEVANT PROJECT
EXPERIENCE**

- Over 20 years' experience in fire protection engineering including fire protection system design, building fire protection system plan review and fire prevention inspections of commercial and industrial buildings

**EDUCATION &
CERTIFICATIONS**

- Bachelor of Science, Oklahoma State University – Mechanical Engineering
- Masters of Science, Oklahoma State University, – Mechanical Engineering
- Extension Courses in Fire Protection, University of California, Los Angeles, California
- Registered Fire Protection Engineer
- Certified Fire Code Inspector

- Over 20 years of experience in reviewing fire protection systems consisting of:
 - Fire and life safety codes and NFPA standards
 - Fire pumps
 - Standpipe systems
 - Fire alarm systems
 - Fire hydrants
 - Automatic fire sprinkler systems
 - Engineered fixed-extinguishing systems
 - Smoke detection and smoke control systems
 - Communications systems
 - Performs proof hydraulic analysis and engineering Calculations

- Conducts field inspections of existing and new construction
- Executes highly technical fire prevention inspections of commercial and industrial buildings and places of public assembly which include checking for proper occupancy classification and use of buildings, and ensuring the required means of egress and fire resistive construction
 - Provides technical assistance to contractors, architects, engineers, developers and the public in planning, design and installation of life safety and fire protection systems
 - Provides technical assistance in proper handling and storage of flammable and combustible liquids, compressed and liquefied flammable gasses, explosives, corrosives, oxidizers, reactive and toxic materials
 - Experienced in evaluation to ensure that the existing fire protection systems are adequate for the type of occupancy and the use of the buildings, and evaluation to ensure that the proposed fire protection systems for the buildings meet the requirements of the Uniform Fire Code, Uniform Building Code and NFPA standards
 - Advises on fire alarm systems, fire extinguishers, and automatic fire sprinkler systems, including recommendation on placement, handling, installation and maintenance



Daniel Feeney

Sr. Building Inspector and Plans Examiner

Years of Experience: 25

RELEVANT PROJECT EXPERIENCE

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

MULTIPLE LICENSES & CERTIFICATIONS

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

EXPERIENCE

Building Inspector for City of Laguna Beach, City of Diamond Bar, City of La Habra, LA County—Lancaster Office, Costa Mesa, and others, performing inspections on structures under construction, evaluating building, electrical, mechanical and plumbing systems for compliance with applicable codes.

- Special emphasis on fire-resistive standards, reading blueprints, and truss inspections.
- Worked at LA County – Lancaster Office as a Building Inspector performing inspection on ALP1 Alpine Solar Project 70 Mega Watts, and AVSR1 Solar Project 380 Mega Watts. As well as inspections on New Residential and Commercial Buildings

- Extensive experience working on construction projects:
 - CA Dept of Forestry Barracks in Donner Pass
 - Westwood Visitor's Center in Susanville, CA
 - USMC Winter Training facility Mechanical Room, Bridgeport, CA
 - Reno Airport, Retrofitting Windows & Doors for soundproofing on 120 homes

Certification Types:

- CA Building Plan Examiner
- CA Commercial Building Inspector
- CA Commercial Electrical Inspector
- CA Commercial Mechanical Inspector
- CA Commercial Plumbing Inspector
- CA Residential Building Inspector
- CA Residential Combination Inspector
- CA Residential Electrical Inspector
- CA Residential Mechanical Inspector
- CA Residential Plumbing Inspector
- Combination Inspector
- Combination Inspector-Legacy
- Commercial Combination Inspector
- Commercial Electrical Inspector
- Electrical Inspector
- Mechanical Inspector & Mech. Inspector—UMC
- Plumbing Inspector & Plumbing Inspector—UPC



Richard D. Hendricks
Senior Building Inspector

Years of Experience: 20

**RELEVANT PROJECT
EXPERIENCE**

- Over 18 years' experience as a Building Inspector with Project Management experience
- Worked as Building Inspector for the cities of Buena Park and Downey, Costa Mesa, and the County of Los Angeles

PROFESSIONAL MEMBERSHIPS:

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

**LICENSES &
CERTIFICATIONS**

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

EXPERIENCE

Multiple Cities and County experience as a Sr. Building Inspector

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



Robert Leatherman
Sr. Building Inspector

Years of Experience: 18

RELEVANT PROJECT EXPERIENCE

- Worked as Building Inspector for the cities of Buena Park and Pico Rivera at a senior level position

CERTIFICATIONS

- ICC Certified Building Inspector
- ICC Certified Commercial Mechanical Inspector
- ICC Certified Mechanical Inspector
- ICC Certified Residential building inspector
- ICC Certified Residential Mechanical Inspector
- Certified in safety assessment program from state of California Governor's office
- ICC Certified Commercial Building Inspector

EXPERIENCE

- Performed inspections of building, electrical, mechanical and plumbing codes
- Assisted property owners and contractors on the use of materials and building methods to comply with building codes
- Investigated complaints and violations of codes and ordinances for residential and commercial properties
- Prepared reports and maintained records, processes and issued permits and minor plan checking
- Knowledge of blue prints and plan layouts
- Proficient in dealing with the public, contractors and paperwork
- Self-motivated and willing to accept new obligations and responsibilities
- Well organized; able to effectively manage multiple projects simultaneously
- Maintain positive and professional relationships with the government officials, public, contractors, and coworkers
- Proven verbal and written communication abilities
- Quick to learn new methods, terminology and processes



Mikel Del Rio
Sr. Building Inspector

Years of Experience: 20

RELEVANT PROJECT EXPERIENCE

- City and construction experience
- Inspector of Record on major projects
- Union Carpenter

CERTIFICATIONS:

- ICC CA Building Inspector (Exp. 08/10/2019)
- ICC CA Building Plans Examiner (Exp. 08/10/2019)
- ICC CA Mechanical Inspector UMC (Exp. 08/10/2019)
- ICC CA Plumbing Inspector UPC (Exp. 08/10/2019)
- Currently working on CASp Certification

EXPERIENCE

Cities of Orange, Whittier, San Marino, Bradbury, Palos Verdes Estates and Rancho Palos Verdes

Building Inspector – Contract positions for 2.5 years

▪ Structures include: residential, commercial, and industrial buildings and projects including:

- Trader Joe's
- Hotels
- Pet Hospital
- Mausoleum
- Army facilities
- Portable power
- Fire Sprinklers
- Roofs
- Water Heaters
- Pools
- Retaining Walls
- ADA Striping for a Toyota Dealership
- Maintained construction documentation on a daily basis, including: Surveying, Geology, and Third Party Testing
- Provided Plan Check for residents
- Collaborated with Architects and Engineers
- Reviewed As-Built design changes
- Inspector of Record for:
 - Trader Joe's
 - Palos Verdes Animal Hospital
 - Green Hills Mausoleum
 - Salvation Army College Remodel and Officer Barracks

Barracks

Union Carpenter

• Worked on a variety of different constructions sites, including: custom homes, high schools, university housing, and Camp Pendleton.



William Trujillo

Building Inspector – County and City Inspection Experience

Years of Experience

15

LICENSES & CERTIFICATIONS

- ICC Building Inspector
- Cal E.M.A. Safety Assessment Program Certified
- "CASP 101: Certification and Practice" course regarding significant changes to the DSA Certified Access Specialist Program by the Division of State Architect

OTHER

- Dedicated and strong work ethic
- Adaptable and versatile
- Bilingual in Spanish

EDUCATION & SERVICES

- Riverside Community College (No degree)
- Victor Valley College 1996 – current
- Inspection Technology – San Bernardino Valley College 2004 - 2006
- United States Navy E-3 Ranking 1997 - 2000

EXPERIENCE

County of Los Angeles & City of Hesperia | Building Inspector |
County of Riverside TLMA/Building & Safety | Building Inspector

Combination inspections of rough-in trades: framing, rough fire, plumbing, electrical, mechanical, and energy standards compliance for California Building Codes.

Various field inspections for light commercial and residential structures. Involved in pre-construction meetings and followed through all projects for final

Included: Lennar Homes, Beazer, Meritage and KB Homes.

Inspections included: Photovoltaic Systems, HVAC change outs, water heater change outs, swimming pools, electric meter upgrades, block walls, retaining walls, and (Title 25) mobile homes.

Temporary utility releases for Tracts in Winchester, Menifee, Murrieta, and Temecula.

Utilized 'Map my County' and 'InspectTrac' software; inspection log and database for results and actions of inspections.

Daily and monthly time and accountability log and mileage forms.

County of San Bernardino Public Works | Maintenance and Construction Worker II: 6 years

County of San Bernardino | **Building Inspector II: 3 years**

Pre-site inspections to verify dwellings would fit on lot and if there were any natural drainage courses in the direct path of presumed pad.

Conducted all construction phased inspections of single family dwellings, mobile homes, and commercial job sites through final inspection.

Communicated directly with job site engineers and superintendents for all delegated repairs.

Wrote correction notices and conducted plan reviews.

Utilized PIMS, Permit Plus, Magic Button, and inspection logs.

Responsible for understanding laws, policies, procedures, code enforcement, and compliance.



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EXHIBIT B
APPROVED FEE SCHEDULE



COST PROPOSAL: PLAN REVIEW FEES

Full Plan Check

Percentage of Fees Collected60%
Hourly Rate \$105.00

Expedited Plan Check

Percentage of Fees Collected.....80%
Hourly Rate \$125.00

Structural

Percentage of Fees Collected50%
Hourly Rate \$105.00

Non-Structural

Percentage of Fees Collected50%
Hourly Rate \$105.00

MEP Plan Check Submittal

Percentage of Fees Collected50%
Hourly Rate \$105.00

Fire Plan Check

Residential rate.....Fixed fee of \$200.00 each
Commercial rate5% of original plan check fee

TURNAROUND TIMES FOR PLAN REVIEW SERVICES

Turnaround Times are working days

Type of Plan	Initial Review	2 nd review	3 rd review	4 th + Review Charge
Tenant Improvements	10 days	5 days	5 days	Hourly rate
Major Tenant Improvements >\$500K valuation	20 days	7 days	5 days	Hourly rate
Residential Addition and/or accessory building	10 days	5 days	5 days	Hourly rate
Single Family dwelling	20 days	7 days	5 days	Hourly rate
Duplex dwelling	20 days	7 days	5 days	Hourly rate
3 to 8 Unit dwelling	24 days	10 days	7 days	Hourly rate
More than 9 unit dwelling	24 days	10 days	7 days	Hourly rate
New commercial/industrial buildings	24 days	10 days	5 days	Hourly rate
Fire Prevention system	10 days	5 days	5 days	Hourly rate
Fire Code-related Building Plan review	10 days	5 days	5 days	Hourly rate
Expedited Plans (1/2 time)*	10 days	7 days	5 days	Hourly rate

Notes:

1. VCA will invoice the City for 100% of VCA's plan check fee percentage upon completion of the first review.
2. Turnaround times indicated are based on general experience with similar scopes.
3. *Projects with unique or unusual characteristics may be individually negotiated.
4. The first three plan checks are included in the initial percentage fee rate. In cases where the applicant is continually non-responsive, plan review efforts beyond the third check to be performed at the Hourly Rate.
5. VCA Code will comply with all local amendments provided by the City.
6. VCA shall provide plan check review services expeditiously with the City's request.
7. **VCA will arrange pick-up and delivery of plans at no additional fee to the City.**

VCA is willing to discuss and negotiate this fee structure.



COST PROPOSAL: HOURLY RATES
PLAN CHECKING SERVICES

Job Title	Hourly Rate	Overtime Rate (x1.5)
Plan Check Engineer	\$105.00	\$157.50
Chief Plans Examiner	\$120.00	\$180.00
Building Official	\$125.00	\$187.50
Expedited Plan Review	\$125.00	\$187.50
Other Plan Review: review changes, excessive number of rechecks, repetitive plan review	\$105.00	\$157.50
Other staffing services: Hourly rates are based on experience and certifications.		
Sr./Combination Inspectors:	\$75.00 to \$85.00	Overtime rates are 1.5x and will vary based on the hourly rate of the individual.
Building Inspectors:	\$65.00 to \$75.00	
Permit Technicians:	\$55.00 to \$65.00	
Code Enforcement Officer:	\$60.00 to \$75.00	
Sr. Planner, AICP (DOE)	\$125.00 to \$175.00	
Planner (I or II) DOE	\$75.00 to \$125.00	
Plan Check Engineer at the City	\$105.00	\$157.50

VCA will maintain this proposed fee schedule and it will remain unchanged for the duration of the proposed contract term.

Overhead Costs for Mileage Fees: If the City does not provide vehicles for inspectors and/or related personnel, then VCA Code will charge a Mileage Reimbursement Fee based on current IRS Rates. Be advised that VCA only reimburses employees for mileage while driving their vehicles for City or Company business. The total mileage is captured on a daily basis and recorded on time sheets, and is subject to approval by authorized City supervisors. VCA refunds all fees charged to the City back to the employee.