

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
SCOTT FAZEKAS & ASSOCIATES, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 5th day of September, 2017 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and SCOTT FAZEKAS & ASSOCIATES, INC., a California corporation ("Consultant").

W I T N E S S E T H :

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

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

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

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

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

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

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

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

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

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

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

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

2.0. COMPENSATION AND BILLING

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

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

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

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

3.0. TIME OF PERFORMANCE

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

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

4.0. TERM AND TERMINATION

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

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

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

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

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

5.0. INSURANCE

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

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

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

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

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

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

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

6.0. GENERAL PROVISIONS

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

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

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

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

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

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

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

IF TO CONSULTANT:

Scott Fazekas & Associates, Inc.
9 Corporate Park, Suite 200
Irvine, CA 92606
Tel: (949) 475-2901
Attn: Scott R. Fazekas

IF TO CITY:

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

Courtesy copy to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

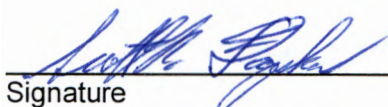
6.25. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other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

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

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

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

CONSULTANT




Signature

Date: 9-7-17

Scott R. Fazekas, President

[Name and Title]



Social Security or Taxpayer ID Number

CITY OF COSTA MESA



Katrina Foley
Mayor

Date: 9/22/17

ATTEST:

Brenda Green 9/22/17
Brenda Green
City Clerk



APPROVED AS TO FORM:

[Signature]
Thomas Duarte
City Attorney

Date: 09/28/17

APPROVED AS TO INSURANCE:

[Signature]
Ruth Wang
Risk Management

Date: 9/19/17

APPROVED AS TO CONTENT:

[Signature]
Issam Shahrouri
Project Manager

Date: 9.18.17

DEPARTMENTAL APPROVAL:

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

Date: 7.12.17

APPROVED AS TO PURCHASING:

[Signature]
Stephen Dunivent
Interim Finance Director

Date: 9-20-17

EXHIBIT A
SCOPE OF WORK

ATTACHMENT A

SCOPE OF WORK For PLAN CHECKING AND PERMIT PROCESSING SERVICES

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

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

A. Plan Check Services for Building Division

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

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

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

2. The City reserves the right to handle certain types of cases in the following manner, at the City's sole discretion:

- **Large Public Projects:** The City reserves the right to ask consultants to bid to check documents for large public improvements such as libraries and fire stations. In such cases, the City will solicit bids from its approved consultants and award the plan review to the lowest bidder.
- **Large Private Projects:** If the City believes it is in the best interests of a customer proposing a significant development with a strict schedule, the City may authorize the customer to negotiate directly with a consultant to perform plan check services based on a schedule and fee that is acceptable to both parties.

3. The following general criteria apply to all plan check services provided to the Building Division:

- Assign regular office hours to plan review positions to perform in-house plan check services if so requested by the City.
- Review construction plans and calculations thoroughly for compliance with the latest or applicable editions of California Building Code, California Mechanical Code, California Plumbing Code, California Electrical Code, Costa Mesa Amendments to these codes, and other applicable governmental codes and regulations
- Write clear and concise plan check corrections, and work with property owners, designers, architects, engineers and contractors to ensure the plan check corrections are addressed and reflected on construction documents.
- E-mail plan check corrections to the designated Building Division staff and provide pertinent building information required on permit to the City when plans are approved. Such information shall be provided on the transmittal form and shall include, but not limited to, work description, type of construction, occupancy, floor area, number of stories, and sprinkler requirements.
- Review deferred submittal items and any revisions before or during construction. Notify designated Building Division staff via e-mail on the number of hours spent reviewing the deferred submittals/revisions.
- Return plans to the City for the first check and resubmittals no later than City standards.
- When requested by the City, meet with developers and design professionals to address their questions on large and/or unique projects prior to plan check submittal.
- Consolidate comments from various City departments; resolve internal inconsistencies; and present recommendations and revisions to the applicant.
- Maintain communications with applicants and staff from the Building Division and other City departments. Respond to inquiries about projects from applicants.
- Manage the project schedule in accordance with City's adopted timeframes.

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

B. Plan Check Services for Fire Department

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

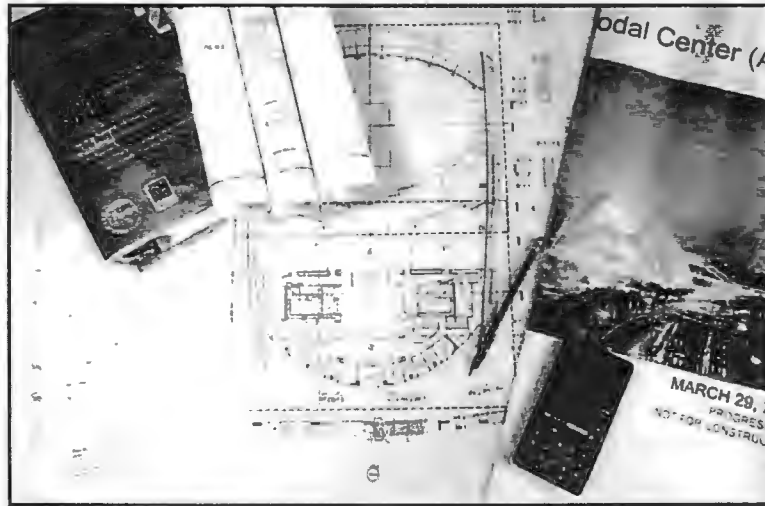
- **Fire Protection System Plan Review:** Proposals shall indicate how standard plan review of plans referred to the Consultant by the City will be accomplished. Standard review shall be completed in a maximum of ten calendar days from the date the City assigns the plan for review. For all standard plan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

C. Permit Processing

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

EXHIBIT B
CONSULTANT'S PROPOSAL

***PROPOSAL FOR
PLAN CHECK AND PERMIT PROCESSING SERVICES
RFP NO. 17-22***



***City of Costa Mesa
June 2, 2017***



Scott Fazekas & Associates, Inc.



June 2, 2017

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

Subject: RFP No. 17-22 - Proposal for Plan Check and Permit Processing Services

Dear City Clerk:

SCOTT FAZEKAS & ASSOCIATES, INC. (SFA) appreciates being considered to submit a Proposal to provide Building Plan Review Services to the City of Costa Mesa. SFA understands the specific needs of the City and will tailor our services to meet those needs. The following is an Executive Summary of the Proposal which highlights SFA's unique ability to offer the City of Costa Mesa services that will contribute to the professional image put forth to developers and residents.

Some of the key features of SFA are as follows:

- **SFA exclusively serves governmental agencies** and provides no design or consulting services to the private sector; avoiding both real or perceived conflicts of interest.
- SFA has provided plan review services to the City of Costa Mesa for 21 years since SFA was founded in 1996.
- The owner of SFA, Scott Fazekas, has always been and will continue to be, involved in managing and participating in the services provided. He has worked for the City of Costa Mesa both as a City employee and as a consultant for over 34 years.
- SFA's office is located in nearby Irvine only 10-15 minutes away.
- SFA is financially sound. We have zero debt with no partners or investors. SFA is owned exclusively by its owner and founder, Scott Fazekas.
- SFA has never had a claim filed against it and has solid business practices to minimize the potential of legal exposure.
- All of SFA staff who provide plan review services are licensed professionals in the State of California. All have extensive experience and tenure in their professions.
- SFA stays involved in the industry to both contribute to, and learn from others, on state laws, code changes, industry standard practices, and simply keeping up on key issues to building departments.

- SFA has no past or current business or personal relationship with elected officials or staff, however, over the decades of working for the City of Costa Mesa, through our business relationship we consider many of the City Staff as friends.
- SFA staff develop updated standard correction lists for plan review every three years when codes are updated and share them with all jurisdictions in the region.
- SFA has only one office location. This is by design to maintain the highest possible quality control. Close communication and information sharing between plan check engineers creates a productive and comfortable work environment. Plans are never shipped out to another location.
- All staff are paid hourly with 1.5 times O.T. pay which is always approved. Plan check engineers always meet their deadlines and are always authorized overtime when needed.
- SFA produces a weekly Turnaround Report that verifies all plans are going out by their due date.
- SFA offers both regular and expedited reviews at the same fee percentage based on the City collected fees. We have worked for Costa Mesa for 21 years providing Accelerated Plan check to customers with five (5) working days for initial turnaround times and three (3) working days for recheck turnaround times; indicating our ability to continue with this high level of service.

This letter is prepared and signed by the President/CFO who is authorized to bind SFA for the contents and commitments presented in this Proposal. The offer, as requested in the RFP, is valid for 180 days after submittal. SFA looks forward to the opportunity to continue to provide professional services to the City of Costa Mesa.

Sincerely,

SCOTT FAZEKAS & ASSOCIATES, INC.



Scott R. Fazekas, President, AIA, NCARB, CBO, LEED AP, CASp
9 Corporate Park, Suite 200, Irvine, CA 92606
(949) 475-2901, FAX (949) 475-2560
sfairvine@aol.com

Scott Fazekas & Associates, Inc.



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

TYPE OF APPLICANT:

☐ NEW☒ CURRENT VENDOR

Legal Contractual Name of Corporation:

Scott Fazekas #Associates, Inc.

Contact Person for Agreement:

Scott R. Fazekas

Corporate Mailing Address:

9 Corporate Park, S-200

City, State and Zip Code:

Irvine, CA 92606

E-Mail Address:

sfairvine@aol.com

Phone:

(949) 475-2901

Fax:

(949) 475-2560

Contact Person for Proposals:

Scott R. Fazekas

Title:

President

E-Mail Address:

sfairvine@aol.com

Business Telephone:

(949) 475-2901

Business Fax:

(949) 475-2560

Is your business: (check one)

☐ NON PROFIT CORPORATION☒ FOR PROFIT CORPORATION

Is your business: (check one)

☒ CORPORATION☐ LIMITED LIABILITY PARTNERSHIP☐ INDIVIDUAL☐ SOLE PROPRIETORSHIP☐ PARTNERSHIP☐ UNINCORPORATED ASSOCIATION

Names & Titles of Corporate Board Members

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

Names	Title	Phone
Scott R. Fazekas	President	(949) 475-2901 / (858) 395-5521 (cell)
Joy L. Fazekas	Corp. Secy.	(619) 417-1770 (cell)
Scott R. Fazekas	C.F.O.	(949) 475-2901

Federal Tax Identification Number:

City of Costa Mesa Business License Number:

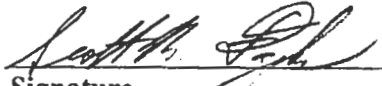
(If none, you must obtain a Costa Mesa Business License upon award of contract.)

City of Costa Mesa Business License Expiration Date: _____

EX PARTE COMMUNICATIONS CERTIFICATION

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

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



Signature

Date: 5-20-17

Scott R. Fazekas
Print

OR

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

Signature

Date: _____

Print

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

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

Yes _____ No X

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

DISCLOSURE OF GOVERNMENT POSITIONS

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

Scott Fazekas, owner of Scott Fazekas & Associates, Inc. has held or currently holds the following positions for governmental agencies in the past twelve months. These positions have been as a consultant through S.F.A.

- Building Official, City of Tustin - still active
- Building Official, City of La Habra Heights - still active
- Building Official, Interim, City of San Clemente - until approximately August, 2016
- Building Official, Interim, City of San Fernando - active

COMPANY PROFILE & REFERENCES

Company ProfileCompany Legal Name: Scott Fazekas & Associates, Inc.Company Legal Status (corporation, partnership, sole proprietor etc.): CorporationActive licenses issued by the California State Contractor's License Board: N.A.Business Address: 9 Corporate Park, S-200, Irvine, CA 92606Website Address: scott fazekas and associatesTelephone Number: (949) 475-2901 Facsimile Number: (949) 475-2560Email Address: stairvine@aol.comLength of time the firm has been in business: 21 yrs. Length of time at current location: 16 yrs.Is your firm a sole proprietorship doing business under a different name: Yes ☒ No

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

Is your firm incorporated: ☒ Yes No If yes, State of Incorporation: CaliforniaFederal Taxpayer ID Number: [REDACTED]Regular business hours: 8am - 5pmRegular holidays and hours when business is closed: New Years, Presidents Day, Veterans Day, Memorial Day,July 4, Labor Day, Thanksgiving (2), Christmas Eve, Christmas DayContact person in reference to this solicitation: Scott R. FazekasTelephone Number: (949) 475-2901 Facsimile Number: (949) 475-2560Email Address: stairvine@aol.comContact person for accounts payable: Joy L. FazekasTelephone Number: (619) 417-1770 Facsimile Number: (858) 385-9053Email Address: stainc@aol.comName of Project Manager: Scott R. Fazekas(858) 395-5522 (cell)Telephone Number: (949) 475-2901 Facsimile Number: (949) 475-2560Email Address: stairvine@aol.com

COMPANY PROFILE & REFERENCES

(Continued)

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

Company Name: City of Irvine Telephone Number: (949) 724-6320

Contact Name: Joe Kirkpatrick Contract Amount: Open ended

Email: jkirkpatrick@ci.irvine.ca.us

Address: 1 Civic Center Plaza, Irvine, CA 92623-9575

Brief Contract Description: Building Plan Review

Company Name: City of Ontario Telephone Number: (909) 395-2172

Contact Name: Kevin Shear Contract Amount: Open ended

Address: 303 East "B" St, Civic Center, Ontario, CA 91764-4196

Email: KShear@ci.ontario.ca.us

Brief Contract Description: Building Plan Review

Company Name: City of Tustin Telephone Number: (714) 573-3031

Contact Name: Elizabeth Binzack Contract Amount: Open ended

Email: ebinzack@tustinca.org

Address: 300 Centennial Way, Tustin, CA 92780

Brief Contract Description: Building Plan Review & Building Official

Company Name: City of Norwalk Telephone Number: (562) 929-5739

Contact Name: Tony Weimholt Contract Amount: Open ended

Address: 12700 Norwalk Blvd, Norwalk, CA 90651-1030

Email: TWEIMHOLT@norwalkca.gov

Brief Contract Description: Building Plan Review

Company Name: City of Pasadena Telephone Number: (626) 744-7047

Contact Name: Sarkis Nazarian Contract Amount: \$450K/yr.

Email: snazarian@cityofpasadena.net

Address: 175 N. Garfield Ave, 1st Floor, Pasadena, CA 91101-7215

Brief Contract Description: Building Plan Review

STAFFING PLAN

1. Primary Staff to perform Agreement duties

Name	Classification/Title	Years of Experience
Ganesh Rao	Plan Check Engineer	30
Vic Penera	Plan Check Engineer	47
Scott Beery	Plan Check Engineer	19
Peter Tang	Plan Check Engineer	19
Li Chen	Plan Check Engineer	33
Sam Meleika	Plan Check Engineer	4

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

Name	Classification/Title	Years of Experience
Scott Fazekas	President, Building Official, P.C. Engr.	45

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

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

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Section - 1 - Introduction - Background & Project Summary

KEY AGENCY NEEDS

The entire Proposal addresses all the components that as a whole make SFA a high quality solution to the City's needs. Some of the following are highlights which we feel are specifically germane to the RFP.

- **Exclusively serving municipalities for zero conflict of interest.**
- **Fast turnaround times: Standard Plan Check will be reviewed in Ten (10) working days for initial review; Five (5) working days for rechecks. Accelerated Plan Check will be reviewed in Five(5) and Three (3) working days for initial and rechecks, respectively.**
- **Competitive fees.**
- **Experience of individual plan check staff in this field.**
- **Municipal experience in building departments and familiarity with all internal & external agency and division needs.**
- **Excellent references by numerous municipalities.**
- **E-mail of correction lists to City for timely communication.**
- **Electronic Plan Review option for plan submittals.**
- **Quality Control measures practiced to insure a quality work product.**
- **Serving the City of Costa Mesa for 21 years**

SFA incorporates several internal procedures which will: 1) insure better communication with our client agencies and the applicants; 2) achieve plan reviews which are more consistent with the specific policies and needs of our clients; and 3) enhance internal organization and processing.

ABOUT THE COMPANY

Scott Fazekas & Associates, Inc. (SFA) is a California Corporation founded by Scott Fazekas in June 1996. It was formed to offer building safety services exclusively to governmental agencies. Mr. Fazekas started and managed identical services for a consulting firm over the 11 years prior to forming SFA, with another 12 years of prior municipal building safety experience as a City employee. Mr. Fazekas will be the Project Manager for the services provided to the City of Costa Mesa.

All of SFA's plan check staff are licensed Structural or Civil Engineers which allows SFA the ability to assign the challenging structural projects to any one of our engineering staff. This expertise allows SFA the ability to balance out workloads and meet obligations without overloading any one engineer. SFA's Plan Review team have 230 years combined experience in building design/review. Individual experience in years is provided later in the Proposal. **SFA has reviewed tens of thousands of plans. All of our staff participate equally in the workload; each one acting independently as the Project Manager for their projects.**

Section 2 - Scope of Services - Background & Project Summary

SFA does not perform any work for the private sector so no conflict of interest can result during our tenure, allowing SFA staff to maintain objectivity in the enforcement of regulations.

SFA's office location is: 9 Corporate Park, Suite 200
Irvine, CA 92606
(949) 475-2901, FAX (949) 475-2560
sfairvine@aol.com

The following is the itemized Scope of Services which SFA's staff is prepared to provide for the City of Costa Mesa. All are expected to be performed as part of this Proposal. The Scope of Services and the manner in which they are performed will be in accordance with the specific requirements of the City's program.

- Review of plans for compliance with the applicable State codes, local ordinances amending those codes and consistent with local policies and interpretations.
- Prepare written corrections and copy the City on all corrections, if requested.
- Recheck and approval of the final plans after all corrections have been incorporated in the plans and forward to the City with all necessary documents.

SFA has met and frequently exceeds the deadlines of our client agencies. The best reference of SFA's ability to provide the required services in a timely manner is illustrated in our track record which can be supported by our client reference list; which is available upon request.

PROJECT MANAGER-LIAISON

SFA recognizes the need to assure an adequate level of commitment by key personnel. SFA will commit the President, Scott Fazekas, as the Project Manager who will see to the proper function of the building plan review process and will also be personally involved in performing services. He will serve as an extension of the City staff, fully capable of providing the necessary services as determined by the City. SFA's availability to the City staff is an essential ingredient. Prompt information on job status will be provided whenever requested.

SFA will also maintain continual documentation and updated information on the status of all plans being processed. Any inquiries regarding the status of plans which have been forwarded to SFA for review can be directed to us to avoid unnecessary research and phone time by City staff. If desired by the City, SFA will copy the City on all correction notices.

Section 2 - Scope of Services - Background & Project Summary

PLAN REVIEW

The following scope of plan review is proposed:

- California Building Code
- California Mechanical Code
- California Plumbing Code
- California Electrical Code
- California Green Building Standards Code
- California Energy Code
- Local Ordinances
- CASp consultation as-needed.
- Applicable California Statutes

SFA proposes correction lists to communicate deficiencies in the plans and works with applicants until plans are sufficient to be stamped approved for permit issuance. When interpretation is needed on key issues, SFA will coordinate with the City's Building Official or their representative to insure that the project adheres to the City's interpretation, policy and/or intent. SFA's goal is to act as an extension of City Staff and to represent the intent and preferences of the Building Official and other staff for who we work.

GENERAL ASSISTANCE

SFA welcomes the opportunity to aid our clients with general information and departmental assistance in addition to providing plan review services. We like to be considered a valuable and accessible resource that will make operating your department easier. SFA's exposure to numerous agency operations, our experienced employees each with specialized expertise, and our involvement in committees and attendance at numerous seminars will give the City of Costa Mesa the benefits associated with an increased level of staffing.

Section 3 - Methodology/Approach

INTERNAL POLICIES AND PROCEDURES OF SFA

Office Hours

SFA's office hours are between 8:00 a.m. and 5:00 p.m. Monday through Friday during which time SFA staff will be available for communication directly with the applicants.

Agency Information Sheet

This form is designed as a starting point for the plan checker to review prior to commencing each project. It serves as a summary of items which may be unique or exclusive to each client such as ordinance amendments, special policies or interpretations, plan routing preferences, contact person(s) in agency, etc. . . This form is often backed up with other documents such as general notes, ordinances, agency checklists or guidelines. This form can easily be updated at any time by simply calling SFA.

Plan Transmittal

SFA will use our U.P.S. or OnTrack account which is paid for and made available for use by City staff for plan delivery purposes. Pre-labeled mail bags are also provided so dispatching plans to SFA is simple and convenient..

When plans are completed they are stamped on every page, signed and forwarded by U.P.S. or courier with a transmittal form directly to the City. The plan transmittal procedure used by SFA eliminates the possibility of the plans being tampered with when being forwarded for permit issuance.

Computer Plan Check Log

Internal tracking is accomplished by a sophisticated computer software that allows for daily tracking of status of each and every plan check and also gives SFA the workload of each engineer. Incoming and outgoing plans are logged into the computer daily which allows us to know the status of a project immediately. This program allows SFA to quickly answer applicants who call wanting to know plan check status of projects. Many other reports are also available and utilized by many of our clients. Reports that show the client all active plans for their City and the status of each can be printed on a weekly basis to show the client the activity of their projects. Weekly status reports are also printed for internal tracking of performance on turnaround times.

Additionally, SFA has a Daily Scheduling Report which monitors each plan checker's workload and plan review due dates. This is an essential ingredient in meeting our turnaround times.

Section 3 - Methodology/Approach

Correction Lists

The plan review staff have a variety of correction lists, supplemental lists and guidelines for use as deemed appropriate on each individual project. Should the City require use of their standard correction lists, SFA can easily accommodate this by maintaining copies in our Agency Correction List File and referencing their use on our Agency Information Sheet which all plan check staff reference at the beginning of each review. Two copies of the correction lists are developed and attached to the plans along with a transmittal form. When plans are completed, they are stamped on every page, signed and forwarded by U.P.S., OnTrack or courier with a transmittal form directly to the City. The plan transmittal procedure used by SFA eliminates the possibility of the plans being tampered with when being forwarded for permit issuance.

Electronic Plan Submittal

SFA has the technical computer-support staff, and an electronic plan review station to accept and review digital, electronic plan submittals. SFA uses Bluebeam and Adobe Acrobat programs for electronic plan reviews and is currently using Bluebeam for the City of Lake Elsinore. SFA has performed electronic plan reviews for the Cities of Irvine, Ontario and Lake Elsinore.

Transmittal Form

SFA's Transmittal Form is tailored for use specifically with building plan checks. Besides serving to document enclosures, it serves as a good communication tool to alert the permit technician of a number of things which are critical at the permit issuance stage. Some examples are: 1) when special inspection is required; 2) when another agency approval is necessary; 3) if the building official was involved in an interpretation and should be given a chance to review the project; and 4) if additional review fees are due as well as a number of other topics.

Questionnaire

SFA makes Questionnaires available to each applicant for optional use after the plans are approved. This insures that the designer who worked with SFA is given the opportunity to comment. This helps by soliciting feedback on the services provided by SFA customers of the building departments which are entrusted to SFA. The comments received are forwarded to the client agency. This process makes the plan checker aware that the company values a professional attitude, sends a message to applicants that we care about providing professional services, and lastly, it informs the client agency about the service level SFA is providing.

SFA's goal is to provide consistent, timely and professional services geared to the needs of each client agency. We want to be considered an extension of your agency's staff; not providing generic services but services which are an integral component with our client's departmental operations.

Section 3 - Methodology/Approach

Timely Performance

SFA will strive to maintain efficient turnaround times on all reviews since this is largely a measurement of our performance. It is one of the categories on our questionnaire which is given to our applicants. **The maximum turnaround time for Standard Plan Checks will be ten (10) working days. Rechecks will be reviewed within five (5) working days. Accelerated Plan Checks will be reviewed in five (5) working days for initial review and three (3) working days for rechecks.** Extremely large or complex structures would be as agreed upon with the City's Building Official in advance. SFA prides ourselves on meeting the needs of our client agencies.

SFA will accommodate preliminary reviews to facilitate more on-track projects at the time of the formal submittal for plan check when requested by the City staff. This will aid in timely turnaround times as well as good public relations.

Quality Control

Quality control is achieved through implementation of internal policies and a philosophy which produces a work product that is recognized as professional, consistent, service-oriented, technically accurate, and tailored to each client agency's needs. In addition to our listed policies and procedures, SFA has instituted four internal practices: 1) Regular staff meetings with all plan check staff; 2) Applicant Questionnaires available to monitor service level, 3) Tracking of turnaround time reports, 4) Employ a philosophy of retaining experienced staff and 5) Attendance at seminars as needed.

Conflict of Interest

Reputation of the City's consultant reflects upon the City. In addition to technical and administrative quality, the perception that the consultant is objective and free from any conflict of interest is critical. **Not only does SFA decline doing any private work within the jurisdiction of the City of Costa Mesa, but we decline private, non-municipal work anywhere.** Additionally, even our plan check staff are prohibited from doing any work outside of their employment with SFA that could cause a conflict of interest.

Interaction with Applicants

To summarize, SFA's approach involves courtesy, responsiveness, communication, technical thoroughness, convenience and follow-up on service level.

Section 3 - Methodology/Approach

City Interaction

SFA acts as an extension of City Staff and works at the direction of the Building official. SFA interacts with City Staff to determine what the City's position is on policies, interpretations and ordinances to insure the service provided by SFA is consistent with the desires of the City. SFA requests that the City provide us with policies, interpretations, administrative guidelines and ordinances that will allow us to provide quality services consistent with regular City staff.

Innovative/Creative Approaches

SFA defers to the Building Official in regards to administrative practices, policies and work flow processing. When requested or allowed, SFA has worked with applicants in the following areas.

1. Preliminary review meetings
2. Alternate Methods and Materials Requests worked through with applicants
3. Efficient plan routing: particularly with 3rd Party Agreements to save driving time for applicants.
4. Easement recordations to help with projects with setback or access issues.
5. Code research assistance for City Staff when requested.
6. Electronic Plan Review using Bluebeam or Adobe software.

Section 4 - Qualifications/Experience - Company Experience & Capabilities

PERSONNEL QUALIFICATIONS

Principal

Scott R. Fazekas, President, SFA

Bachelor of Science in Architecture, California State Polytechnic University, 1980

Registered Architect, CA, C-019013, NCARB, Colorado, Nevada

33 Years managing municipal building safety consulting services

45 Years working in building safety divisions

Certified Building Official, I.C.C.

Certified Plans Examiner, I.C.C./Calbo

Certified Building Inspector, I.C.C./Calbo

LEED AP

Certified Access Specialist, CASp

Associates

Ganesh Rao, Plan Check Engineer

Masters of Science in Civil Engineering, Brigham Young University, Provo, Utah

Registered Structural Engineer, CA, S-4471

Certified Plans Examiner

10 Years Design Experience

17 Years Plan Review Experience

Vic Penera, Plan Check Engineer

Masters of Science in Mechanical Engineering, University of Southern California, 1970

Registered Structural Engineer, CA, S-2083

Certified Plans Examiner, I.C.B.O.

24 Years Municipal Safety Departments

15 Years Private Municipal Consulting

Peter Tang, Plan Check Engineer

Bachelor of Science in Engineering, California State Polytechnic University, 1994

Registered Professional Engineer, CA

10 Years Municipal Plan Review Experience

16 Years in Structural Design

Scott Beery, Plan Check Engineer

Bachelor of Science in Architectural (Structural) Engineering, California Polytechnic University, San Luis Obispo, CA

Registered Professional Engineer, CA

10 Years Municipal Plan Review Experience

15 Years Design Engineer

Section 4 - Qualifications/Experience - Company Experience & Capabilities

Li Chen, Plan Check Engineer

Bachelor of Science in Civil Engineering, Brigham Young University, Utah
Registered Professional Engineer, California
Certified Plans Examiner, I.C.C.
33 Years Municipal Plan Review Experience

Samuel Meleika, Plan Check Engineer

Bachelor of Science in Civil Engineering, California Polytechnic University, 2011
Registered Professional Engineer, CA
3 years Municipal Plan Review Experience
6 Years Design Engineer

Russ Helmick, Electrical Plans Examiner

He worked as Chief Electrical Inspector with the City of Irvine and now works for SFA. Russ also serves on NFPA code development and has taught electrical classes nationally for both NFPA and local ICC chapters.

SFA'S EXPERIENCE

SFA currently provides building safety services for the following jurisdictions: Arcadia, Beaumont, Cathedral City, Costa Mesa, La Habra Heights, Garden Grove, Irvine, Lake Elsinore, Mammoth Lakes, Moreno Valley, Norwalk, Ontario, Palm Desert, Pasadena, San Clemente, Perris, Tustin, San Fernando, Santa Ana and San Fernando.

SFA has performed tens of thousands of plan reviews which have included every type of construction and occupancy group in the building spectrum. We have also encountered many unique administrative policies and processes in working with the building officials in our client jurisdictions which may have arisen due to tight project scheduling, application of alternate design methods or simply due to unique project characteristics. If additional information on plan check experience is desired, SFA will be glad to accommodate such a request.

As requested in the RFP, the following list represents several recent Distinguished Projects checked by SFA in approximately the last one year period.

<u>Client</u>	<u>Job Description</u>	<u>Valuation</u>
Garden Grove	Crystal Cathedral Church Alteration	\$45,000,000.00
City of Pasadena	5 New Multi-Unit Residential Bld.	\$90,000,000.00
City of Pasadena	New 201 Apartments with Grading	\$42,042,071.00
City of Arcadia	3 New Commercial Buildings	\$17,457,488.00
City of Tustin	9 New Commercial Building "Flight"	\$43,796,862.00
City of Ontario	800 + New Multi-Family Residential	\$87,950,790.00
City of Lake Elsinore	E-Plan New Indoor Sports Center	\$72,000,000.00

Section 4 - Qualifications/Experience - Company Experience & Capabilities

REFERENCES

Agency: **CITY OF ARCADIA**
Reference: Don Stockham, Building Official
(626) 574-5420
Service: Plan Review
SFA has provided client services since **5/1/1999**

Agency: **CITY OF GARDEN GROVE**
Reference: Saeed Amiraziai, Plan Check Manager
(714) 741-5328
Service: Plan Review
SFA has provided client services since **8/1/2005**

Agency: **CITY OF IRVINE**
Reference: Joe Kirkpatrick, S.E., Building Official
(949) 724-6420
Services: Plan Review
SFA has provided client services since **11/1/1996**

Agency: **CITY OF NORWALK**
Reference: Tony Weimholt, CBO, Building Official
(562) 929-5739
Service: Plan Review
SFA has provided client services since **3/31/1997**

Agency: **CITY OF ONTARIO**
Reference: Kevin Shear, CBO, Building Official
(909) 391-2546 ext. 4330
Service: Plan Review
SFA has provided client services since **10/1/1999**

Agency: **CITY OF PASADENA**
Reference: Sarkis Nazerian, CBO, Building Official
(626) 744-7571
Service: Plan Review
SFA has provided client services since **1/1/1998**

SCOTT R. FAZEKAS

EDUCATION

Bachelor of Science in Architecture, California State Polytechnic University, 1980
Supplementary Structural Course Work, California State University, Fullerton, 1984

PROFESSIONAL REGISTRATION

Licensed Architect, California, Colorado, Nevada, NCARB

CERTIFICATION

LEED Accredited Professional, LEED
Certified Access Specialist, (CASP), DSA
Certified Building Official, I.C.C.
Certified Plans Examiner, I.C.C., C.B.C.
Certified Building Inspector, I.C.C., C.B.C.

EXPERIENCE

Mr. Fazekas is President of Scott Fazekas & Associates, Inc. (SFA) which provides building official, building plan check and building inspection services to governmental agencies. He has interfaced with architects, engineers, designers, contractors, plan checkers, inspectors, developers and building owners to achieve code compliant building construction through the application of local, state, and federal codes and regulations.

Mr. Fazekas has plan checked buildings which encompass the full spectrum of building types and occupancy groups and has served as building official for fourteen jurisdictions through long term and interim contract arrangements. He has also contributed to both the design and code enforcement professions by regularly lecturing at code-related seminars and classes for Calbo and ICC. He served six years on the American Institute of Architects Building Performance and Regulations Committee where he as AIA's representative voted on the ANSI A117.1 Disabled Access Standards. He also served four years on I.C.B.O.'s General Design/Structural Review Committee and on the Orange Empire Chapter of I.C.B.O.'s Code Change Committee. He has served on the local Orange Empire Chapter of ICC's Board and was President in 2005. He has served as both contract and interim Building Official for 20 jurisdictions during his last 28 years in the private sector.

Mr. Fazekas has 44 years of progressive experience working in and for building departments. Prior to starting SFA, he was employed by BSI Consultants, Inc. as a Senior Vice President and Division Manager of the Building Safety Division. He was responsible for starting, developing and managing the Building Safety Division for 11 years. During that time he served as building official in California and Washington jurisdictions and oversaw plan review services for more than one hundred client agencies. He also founded and served as President of Employment Systems Inc., which was a corporation dedicated to municipal staffing needs. Before his term with BSI, he spent 13 years working for the building divisions in the Cities of Newport Beach and Costa Mesa where he worked his way through all levels in the departments from clerk to permit technician, inspector and plan check engineer.

PROFESSIONAL AFFILIATIONS

A.I.A., I.C.C., CALBO

Scott Fazekas & Associates, Inc.

EDUCATION

Masters of Science in Civil Engineering
Brigham Young University, Provo, Utah
Bachelor of Science in Civil Engineering, Bangalore University, India

PROFESSIONAL REGISTRATION

Registered Structural Engineer in California
Registered Professional Engineer in California
Certified Plans Examiner, I.C.C.

EXPERIENCE

Mr. Rao has been a building plan check engineer in SFA's Irvine office since 1998. He reviews both commercial and residential plans for compliance with model codes and local ordinances. He has a total of 29 years of progressively involved engineering experience.

Prior to his employment with SFA, Mr. Rao has spent eight years in the design field with experience in California, Nevada and Hawaii designing wood, steel concrete and post-tensioned low, mid and high-rise structures. Occupancies which he has performed design work for have included retail, medical, office resort, bridge, industrial, schools, parking structure and hanger facilities.

Mr. Rao has experience in a variety of geographic regions. His design experience includes projects in California, Nevada, Washington, Oregon, Hawaii and the Territory of Guam. His plan review experience has been in California, Nevada and Colorado. Mr. Rao has reviewed plans for code compliance, residential, tenant improvement, low to mid-rise, tilt-up warehouses, etc. Projects included a three-dimensional finite element analysis of space frame for a mall in the Territory of Guam, Disney Building in Burbank utilizing "Haunch" moment connections, seismic retrofit of Mattel Distribution Center, an aircraft hanger and Sony Technology Center in San Diego. Projects also included design and detailing of antenna structure ranging from 30 feet monopole to 400 foot latticed tower.

VICTOR A. PENERA

EDUCATION

Bachelor of Science in Mechanical Engineering
California State University, San Diego 1968
Master of Science in Mechanical Engineering
University of Southern California, 1970
Supplementary Structural Course Work
California State University, Los Angeles, 1973-76

PROFESSIONAL REGISTRATION

Registered Structural Engineer, California 1976
Registered Professional Engineer, California 1971

EXPERIENCE

After completing 30 years of service with the City of Los Angeles, Mr. Penera retired in April, 2000 and immediately joined SFA as a member of its plan check engineering staff.

Having worked four years in the Department of Public Works and 26 years in Building and Safety with the City of Los Angeles, Mr. Penera has substantial experience in both design and plan checking of structural systems. In the 26 years he spent with LA Department of Building and Safety, he plan checked a wide spectrum of structural systems, occupancies and uses; from simple, wood-frame, single family room additions to complex, high-rise, steel office buildings.

During the last three years of his career with Los Angeles Department of Building and Safety, Mr. Penera served as the Deputy Superintendent of Building in charge of the Engineering Bureau. As Chief of the Engineering Bureau, Mr. Penera oversaw a staff of 175 engineers, technicians and clerical staff responsible for the checking for compliance of state and local regulations related to building, electrical, plumbing, mechanical and zoning issues.

Mr. Penera was active in the development of the first International Building Code (IBC). For one year he served on the Steering Committee for the development of the first draft of the IBC and for two years served as Chairman of the Structural Subcommittee to draft the structural engineering chapters (Chapters 16-26) of the proposed IBC.

PROFESSIONAL AFFILIATIONS

Structural Engineers Association of Southern California
American Society of Civil Engineers
International Conference of Building Officials

SCOTT D. BEERY

EDUCATION

Bachelor of Science in Architectural (Structural) Engineering, California Polytechnic University, San Luis Obispo, CA

Associate of Science-Fire Technology, Santa Ana College, Santa Ana, CA

PROFESSIONAL REGISTRATION

Licensed Professional Civil Engineer, California

CERTIFICATION

Certified Plans Examiner, I.C.C., C.B.C.

EXPERIENCE

Mr. Beery has worked in the private design sector for eight years and he has 11 years municipal plan review experience. His structural design experience has covered residential, schools and a variety of commercial structures including timber, steel, concrete and masonry construction materials.

Prior to Mr. Beery working at SFA, he was an Associate Engineer for over two years with the County of San Diego Building Department. He then worked at the City of Anaheim for seven years as a Senior Plans Examiner and Plan Check Supervisor. His latter experience involved management duties and public interface with applicants as well as hands-on plan review.

At SFA, Mr. Beery provides comprehensive plan review services for all types of construction types and occupancy groups.

EDUCATION

Bachelor of Science in Engineering, California State Polytechnic University, 1994

PROFESSIONAL REGISTRATION

Licensed Civil Engineer, California, C-59691

EXPERIENCE

Mr. Tang has been a plan check engineer in SFA's Irvine office for 11 years. He reviews both residential and commercial plans for compliance with model codes and ordinances. With a background in forensic investigations on wood-framed structures, he is particularly well versed in wood structures.

Over a sixteen year period, Mr. Tang has been exposed to a variety of engineering design assignments with three different structural design firms. He was employed by Seismic, Inc. in Pomona, Ficcadenti & Waggoner Structural Engineers in Irvine, and John A. Martin Structural Engineers in Los Angeles prior to his employment with SFA.

Mr. Tang has been an excellent supervisor to junior plan checkers in the area of wood framing. His expertise in rack design has also made him a valuable resource in the review of increasingly large rack systems.

Mr. Tang was a project designer on Fresno State's Savemart Center, a steel and concrete sports area; the Pacific Grand Resort, a steel conference center in Huntington Beach; the Westpart Tiempo Community in Irvine, a seismic retrofit of homes; and the Casa Gateway Condos in Pacific Palisades, a seismic evaluation of 3-story homes.

EDUCATION

BS in Civil Engineering, Brigham Young University, Utah
MS in Civil Engineering, Brigham Young University, Utah

PROFESSIONAL REGISTRATION

Licensed Civil Engineer, California

CERTIFICATION

Certified Plans Examiner, I.C.C.

EXPERIENCE

Mr. Chen joined SFA in 2015 after retiring from the City of Irvine where he worked for 31 years as Plan Check Engineer. He has experience performing comprehensive reviews for a wide scope of residential and commercial projects. Some of his more recently reviewed projects are:

- Vireo at Park Place non structure review; (2) 4-story and (1) 5-story 520-unit apartment above podiums. (The wrap)
- Kelvin 7-tier parking garage services the apartment.
- 156 units (4) story apartment building with multipurpose room, fitness center and roof deck amenity at Millikan.
- New tract homes.
- (2) One-story restaurant in Irvine Spectrum.

PROFESSIONAL AFFILIATIONS

I.C.C.

Section 5 - Proposed Fee

PLAN REVIEW SERVICES

SFA proposes to charge a rate based on a percentage of the plan check fee collected by the City and on an hourly basis for services not subject to the Fee Schedule. It is assumed that valuation used to determine valuations used in the City's determination of valuation is based on the most current version of the ICC Building Valuation Data Chart.

1. Standard Plan Check - the Fees are proposed at Seventy-Five Percent (75%) of the City's plan check fees.
2. Repetitive reviews are proposed at fifteen percent (15%) of the City's plan check fee.
3. Accelerated Plan Check, when requested by the City, are proposed at 125% of the regular rate.
4. Hourly plan check fees not otherwise covered by the City's Fee Schedule such as revisions, deferred submittals, or when plans are revised or incomplete for which the City would also be collecting additional fees, would be charged at the rate of \$125/hour.

All overhead costs including plan shipping are covered with the proposed fees and no additional charges are proposed.

Additional Services outside the main scope of review not listed above would be charged at a rate of \$125.00/hour.

FINANCIAL CAPACITY

The RFP seeks verification of the financial stability of the firm(s) which they seek to engage. The two areas, finances and litigation are addressed as follows:

A letter prepared by SFA's CPA is provided in the Appendix. In summary, it states as follows:

1. SFA operates on a positive cashflow basis with zero debt/credit line usage.
2. SFA has never had a loss year in it's entire history.
3. SFA has minimal capitalization needs and thus, solid and low administrative overhead.

The litigation/claims record is also asked for in the RFP. SFA has no current/pending claims and has never had a claim filed in our 21 year history.

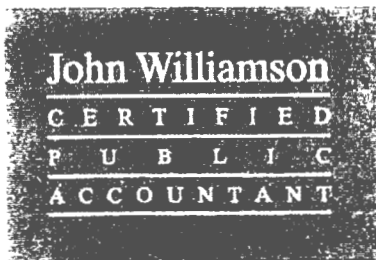
Appendix

INSURANCE

Insurance is provided in the following amounts:

a.	General Liability	\$1,000,000
b.	Workers Compensation	\$1,000,000
c.	Automobile	\$1,000,000
d.	Professional Liability	\$1,000,000

CPA's Letter on Financial Capacity Follows this page.



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Laguna Hills, CA 92653
1408 S Yorba Street, Suite 237
Tustin, CA 92780

MAILING ADDRESS
PMB 118, 1278 Glenneyre
Laguna Beach, CA 92651

Phone: 949.494.9037
Fax: 949.494.9048

www.williamsoncpas.com

May 24, 2017

Scott Fazekas, President

Scott Fazekas & Associates, Inc.

9 Corporate Park, Suite 200

Irvine, CA 92606

Scott,

As your CPA since 1998, I can make some comments about the strengths of your company.

- 1 Your company has always generated profits and maintained strong working capital each year.
- 2 The corporation has no current or long term debt and never had any.
- 3 The company's overhead is very low for a professional service firm of your size.
- 4 Your large number of clients provide a broad source of revenue during varying economic cycles.
- 5 Your billing cycle is very strong and provides very strong cash flow which allows revenue growth to be better managed when needed.

Sincerely,

A handwritten signature in cursive script that reads "John D. Williamson".

John Williamson CPA