

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

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 7th day of June, 2022 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and SCOTT FAZEKAS & ASSOCIATES, INC., a California corporation ("Consultant").

**RECITALS**

A. City proposes to utilize the services of Consultant as an independent contractor to provide plan review services as requested by the City, as more fully described herein; and

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

D. 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 Services, attached hereto as Exhibit "A," and Consultant's Proposal, attached hereto as Exhibit "B," both incorporated herein.

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. 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 "C," attached hereto and made a part of this Agreement (the "Fee Schedule").

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 Manager or designee, 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. Contractor shall commence providing the services set forth in this Agreement on July 1, 2022 ("Service Commencement Date"). 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, pandemics, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party (each, a "Force Majeure Event"). If a party experiences a Force Majeure Event, the party shall, within five (5) days of the occurrence of the Force Majeure Event, give written notice to the other party stating the nature of the Force Majeure Event, its anticipated duration and any action being taken to avoid or minimize its effect. Any suspension of performance shall be of no greater scope and of no longer duration than is reasonably required and the party experiencing the Force Majeure Event shall use best efforts without being obligated to incur any material expenditure to remedy its inability to perform; provided, however, if the suspension of performance continues for sixty (60) days after the date of the occurrence and such failure to perform would constitute a material breach of this Agreement in the absence of such Force Majeure Event, the parties shall meet and discuss in good faith any amendments to this Agreement to permit the other party to exercise its rights under this Agreement. If the parties are not able to agree on such amendments within thirty (30) days and if suspension of performance continues, such other party may terminate this Agreement immediately by written notice to the party experiencing the Force Majeure Event, in which case neither party shall have any liability to the other except for those rights and liabilities that accrued prior to the date of termination.

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

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of five (5) years from the Service Commencement Date, ending on June 30, 2027, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of

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

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

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

## **5.0. INSURANCE**

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

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise

under their workers' compensation insurance policies.

- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

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

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

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

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

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 Fazekas

### **IF TO CITY:**

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

### **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. 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 Project related items as requested by City or its authorized representative, at no additional cost to the City.



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

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

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

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

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

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

6.20. Binding Effect. This Agreement binds and benefits the parties and their respective permitted successors and assigns.

6.21. 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.

6.22. 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.

6.23. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. 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.

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

6.25. 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.

6.26. 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.

6.27. 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.

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

[Signatures appear on following page.]

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

**CONSULTANT**

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
[Name and Title]

**CITY OF COSTA MESA**

\_\_\_\_\_  
Lori Ann Farrell Harrison  
City Manager

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

ATTEST:

\_\_\_\_\_  
Brenda Green  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Kimberly Hall Barlow  
City Attorney

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

APPROVED AS TO INSURANCE:

\_\_\_\_\_  
Ruth Wang  
Risk Management

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

DEPARTMENTAL APPROVAL:

\_\_\_\_\_  
Jennifer Le  
Economic and Development Services  
Director

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

\_\_\_\_\_  
Ziad Doudar  
Project Manager

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

APPROVED AS TO PURCHASING:

\_\_\_\_\_  
Carol Molina  
Finance Director

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

**EXHIBIT A**  
**SCOPE OF SERVICES**

## SCOPE OF WORK

### Plan Check Services (Information)

**Standard Plan Review:** Proposals shall indicate how standard plan review of plans assigned to Consultant by the City of Costa Mesa will be accomplished. Standard review shall be completed in a maximum of 10 calendar days from the date the City assigns the plan for review. For all Standard plan review the City charges the customer 65% of the Building Permit fee. The Building Permit fee is Based on **Table 1-A of the 2019 California Building Code (Attachment 1)**. The valuation is calculated based on the attached Building Valuation Data Table. The Consultant shall not charge the City more than 60% of the Plan Check fee. All revisions, modifications, and changes after the permit is issued shall be charged on hourly basis and shall not exceed \$115 per hour.

**Expedited Plan Review:** This process shall be employed when the applicant wishes to expedite the review of plan. Presently, applicants are allowed to negotiate timeframes and fees with any of the City's Consultants. The City of Costa Mesa is currently looking at modifying its existing procedures as follows:

The City shall accept the plans from the applicant and the applicant shall pay a surcharge as specified in the City's fee resolution for expedited service. **The City collects 25% of the Plan Check fee and the Consultant shall charge the customer 100% of the Plan Check fee.** The Consultant shall complete its initial review in **half the time specified** by the City's Standard Plan Review (10 calendar days). Time for recheck shall not be reduced. Any subsequent revisions, modifications, or changes shall be on hourly basis between the customer and the Consultant. **The City reserves the right to modify the process of the collection of fees.**

**Large Public Projects:** The City reserves the right to ask consultants to bid on plan check documents for large public projects, such as, libraries, fire stations, etc. In such case, 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.

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 geo database or shape file format.

### Plan Check Services

#### ***Development Services Department (Building Division)***

1. Upon request of the City, consultant shall assign regular office hours to plan review

- positions to perform in-house plan check services.
2. Review construction plans and calculations for their compliance with the latest or applicable editions of California Building Code, California Mechanical Code, California Plumbing Code, and California Electrical Code, amendments to these codes, and other applicable governmental codes and regulations.
    - a. 2019 California Residential Code
    - b. 2019 California Building Code Volume 1
    - c. 2019 California Building Code Volume 2
    - d. 2019 California Fire Code
    - e. 2019 California Mechanical Code
    - f. 2019 California Electrical Code
    - g. 2019 California Energy Code
    - h. 2019 California Plumbing Code
    - i. 2019 California Green Building Code
  3. Write clear and concise plan check corrections, work with property owners, designers, architects, engineers and contractors to ensure the plan check corrections are addressed and reflected on construction documents.
  4. E-mail plan check corrections to the designated 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.
  5. 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.
  6. Return plans to the City for the first check no later than City standards including re-submittals.
  7. Turnaround timeframe for an expedited plan check is half the time of a regular plan check.
  8. When requested, meet with developers and design professionals to address their questions on large and/or unique projects prior to plan check submittal.
  9. Route plans to various City departments via plan technicians or electronically; consolidate comments; resolve internal inconsistencies; and present recommendations and revisions to the applicant.
  10. Maintain communication with applicants, interested parties, property owners, homeowner associations, various governmental agencies, and other City departments. Respond to inquiries about projects from residents and applicants in a timely manner.
  11. Conduct site inspections to determine if the project has been completed in accordance with the final plans and specifications.
  12. Manage the project schedule in accordance with City's adopted timeframes.
  13. Utilize City electronic and paper files to research previous and/or related permits.
  14. Be available during an emergency or natural disaster to assist the City with inspection services.
  15. Document all time tracking according to City requirements and specifications in a clear, concise, timely manner.

**ATTACHMENT 1**  
**BUILDING PERMIT FEES**



**TABLE 1A-A – BUILDING PERMIT FEES**

	<i><b>NEW CONSTRUCTION</b></i> <sup>1, 3</sup>		<i><b>ALTERATIONS</b></i> <sup>1, 2, 3</sup>		<i><b>NO</b></i> <i><b>PLANS</b></i> <sup>1, 2, 3</sup>
<b>TOTAL VALUATION</b>	<b>PLAN REVIEW FEE</b>	<b>PERMIT ISSUANCE FEE</b>	<b>PLAN REVIEW FEE</b>	<b>PERMIT ISSUANCE FEE</b>	<b>PERMIT ISSUANCE FEE</b>
	<i><b>NEW CONSTRUCTION</b></i> <sup>1, 3</sup>		<i><b>ALTERATIONS</b></i> <sup>1, 2, 3</sup>		<i><b>NO</b></i> <i><b>PLANS</b></i> <sup>1, 2, 3</sup>
<b>TOTAL VALUATION</b>	<b>PLAN REVIEW FEE</b>	<b>PERMIT ISSUANCE FEE</b>	<b>PLAN REVIEW FEE</b>	<b>PERMIT ISSUANCE FEE</b>	<b>PERMIT ISSUANCE FEE</b>
\$1.00 to \$2,000.00	\$131.29 for the first \$500.00 plus \$5.42 for each additional \$100.00 or fraction thereof, to and including \$2,000.00	\$56.27 for the first \$500.00 plus \$2.33 for each additional \$100.00 or fraction thereof, to and including \$2,000.00	\$144.85 for the first \$500.00 plus \$2.93 for each additional \$100.00 or fraction thereof, to and including \$2,000.00	\$62.08 for the first \$500.00 plus \$1.26 for each additional \$100.00 or fraction thereof, to and including \$2,000.00	\$167.40 for the first \$500.00 plus \$3.72 for each additional \$100.00 or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$50,000.00	\$212.59 for the first \$2,000.00 plus \$13.02 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00	\$91.22 for the first \$2,000.00 plus \$5.58 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00	\$188.80 for the first \$2,000.00 plus \$17.77 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00	\$80.98 for the first \$2,000.00 plus \$7.62 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00	\$223.20 for the first \$2,000.00 plus \$5.42 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$200,000.00	\$837.55 for the first \$50,000.00 plus \$8.68 for each additional \$1000.00 or fraction thereof, to and including \$200,000.00	\$359.06 for the first \$50,000.00 plus \$3.72 for each additional \$1000.00 or fraction thereof, to and including \$200,000.00	\$1,041.76 for the first \$50,000.00 plus \$10.63 for each additional \$1000.00 or fraction thereof, to and including \$200,000.00	\$446.74 for the first \$50,000.00 plus \$4.56 for each additional \$1000.00 or fraction thereof, to and including \$200,000.00	\$483.36 for the first \$50,000.00 plus \$2.66 for each additional \$1000.00 or fraction thereof, to and including \$200,000.00
\$200,001.00 to \$500,000.00	\$2,139.55 for the first \$200,000.00 plus \$6.07 for each additional \$1000.00 or fraction thereof, to and including \$500,000.00	\$917.06 for the first \$200,000.00 plus \$2.60 for each additional \$1000.00 or fraction thereof, to and including \$500,000.00	\$2,636.26 for the first \$200,000.00 plus \$8.68 for each additional \$1000.00 or fraction thereof, to and including \$500,000.00	\$1,130.74 for the first \$200,000.00 plus \$3.72 for each additional \$1000.00 or fraction thereof, to and including \$500,000.00	Plans Required for Submittal

\$500,001.00 to \$1,000,000.00 (1M)	\$3,960.55 for the first \$500,000.00 plus \$5.42 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00	\$1,697.06 for the first \$500,000.00 plus \$2.33 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00	\$5,240.26 for the first \$500,000.00 plus \$5.97 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00	\$2,246.74 for the first \$500,000.00 plus \$2.56 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00	Plans Required for Submittal
\$1,000,001.00 to \$5,000,000.00 (5M)	\$6,670.55 for the first \$1,000,000.00 plus \$4.77 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00	\$2,862.06 for the first \$1,000,000.00 plus \$2.05 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00	\$8,225.26 for the first \$1,000,000.00 plus \$5.42 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00	\$3,526.74 for the first \$1,000,000.00 plus \$2.33 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00	Plans Required for Submittal
\$5,000,001.00 (5M) to \$50 M	\$25,751.00 for the first \$5,000,000.00 plus \$1.86 for each additional \$1,000.00 or fraction thereof	\$11,062.00 for the first \$5,000,000.00 plus \$1.04 for each additional \$1,000.00 or fraction thereof	\$29,905.00 for the first \$5,000,000.00 plus \$1.67 for each additional \$1,000.00 or fraction thereof	\$12,847.00 for the first \$5,000,000.00 plus \$0.94 for each additional \$1,000.00 or fraction thereof	Plans Required for Submittal
\$50M to \$100M	\$109,451.00 for the first \$50,000,000.00 plus \$1.88 for each additional \$1,000.00 or fraction thereof	\$57,862.00 for the first \$50,000,000.00 plus \$1.34 for each additional \$1,000.00 or fraction thereof	\$105,055.00 for the first \$50,000,000.00 plus \$2.05 for each additional \$1,000.00 or fraction thereof	\$55,147.00 for the first \$50,000,000.00 plus \$1.47 for each additional \$1,000.00 or fraction thereof	Plans Required for Submittal
\$100M to \$200M	\$203,451.00 for the first \$100,000,000.00 plus \$0.84 for each additional \$1,000.00 or fraction thereof	\$124,862.00 for the first \$100,000,000.00 plus \$0.92 for each additional \$1,000.00 or fraction thereof	\$207,555.00 for the first \$100,000,000.00 plus \$0.75 for each additional \$1,000.00 or fraction thereof	\$128,647.00 for the first \$100,000,000.00 plus \$0.84 for each additional \$1,000.00 or fraction thereof	Plans Required for Submittal
\$200M and up	\$287,451.00 for the first \$200,000,000.00 plus \$1.54 for each additional \$1,000.00 or fraction thereof	\$216,862.00 for the first \$200,000,000.00 plus \$1.89 for each additional \$1,000.00 or fraction thereof	\$282,555.00 for the first \$200,000,000.00 plus \$1.59 for each additional \$1,000.00 or fraction thereof	\$212,647.00 for the first \$200,000,000.00 plus \$1.93 for each additional \$1,000.00 or fraction thereof	Plans Required for Submittal

**NOTES:**

1. These permit fees do not include other fees that may be required by other Departments: Public Works, Planning, Fire, Public Health, etc., nor do they include plumbing, electrical or mechanical permit fees unless so stated in the other fee tables.
2. A surcharge of \$5.00 shall be added to those alteration permits sought for buildings classified as R3 (one/two-family dwelling) and E3 (licensed day care) that were constructed prior to 1979 to implement the interior lead safe work practices provisions of Section 3407 *et seq.* of this code.
3. All permit fees related to reviewing the structural integrity of awning replacements for permits submitted "over the counter" at the Central Permit Bureau are hereby waived for any permit issued to a Small Business Enterprise for such activities during the month of May. For purposes of this Section, a Small Business Enterprise shall be a business that has 100 or fewer employees. The Planning Department and the Department of Building Inspection shall establish process by which those two departments will certify that an applicant is a Small Business Enterprise for the purpose of this Section and Section 355 of the Planning Code.

**Editor's Notes:**

Ordinance [92-20](#), File No. 200113, approved 6/26/2020, effective 7/27/2020, and retroactive to 1/1/2020, provides, in part:

*“Notwithstanding any provision of the Building Code, including the fee schedules of Tables 1A-A and 1A-E, the Plan Review Fee related to reviewing permit applications, or a portion of a permit application, seeking to legalize existing dwelling units that were constructed without the required permits is hereby waived for any permit issued for such activities between January 1, 2020 and December 31, 2024, inclusive; provided that other fees, including but not limited to fees for applications to undertake structural work or excavation activities or any fees required by State law, shall not be waived.”*

*See Section 2(b) of the ordinance.*

Ordinance [146-15](#) provides in part as follows:

*Notwithstanding any provision of the Building Code, including the fee schedules of Tables 1A-A and 1A-E, the Plan Review Fee related to reviewing permit applications, or a portion of a permit application, seeking to legalize existing dwelling units that were constructed without the required permits is hereby waived for any permit issued for such activities prior to January 1, 2020; provided that other fees, including but not limited to fees for applications to undertake structural work or excavation [activities] or any fees required by State law, shall not be waived.*

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



***PROPOSAL FOR  
RFP #22-12  
ON-CALL PLAN REVIEW SERVICES***



***City of Costa Mesa  
March 31, 2022***



***Scott Fazekas & Associates, Inc.***



1. **COVER LETTER**

March 31, 2022

Planet Bids  
City of Costa Mesa  
Purchasing Department  
77 Fair Drive  
Costa Mesa, CA 92628

Subject: **Proposal For RFP #22-12 On-Call Plan Review Services**

Planet Bids:

**SCOTT FAZEKAS & ASSOCIATES, INC. (SFA)** appreciates being considered to submit a Proposal to provide Building Plan Checking Services, as needed 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.

SFA is proposing on the Plan Check Services for the Development Services Department, Building Division as described in Appendix A, Scope of Work in the RFP. Some of the key features of SFA are as follows:

- SFA has provided uninterrupted building plan review services for the City of Costa Mesa for 25 years.
- **SFA exclusively serves governmental agencies and provides no design or consulting services to the private sector; avoiding both real or perceived conflicts of interest.**
- The owner of SFA, Scott Fazekas, has always been and will continue to be involved in managing and participating in the services provided.
- **SFA is financially sound. We have zero debt with no partners or investors. SFA is owned exclusively by it's 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's staff who provide plan review services are licensed professionals in the State of California. All have extensive experience and tenure in their professions as well as with SFA.**
- 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.
- **Electronic plan reviews are currently performed on 50%-60% of plans. SFA accommodates whatever process is required by our client agencies.**

- 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 in nearby Irvine.** 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 Daily Scheduling Report that shows due dates for all plans actively being checked. The Report is monitored daily to assess workload of each engineer to assure that they have adequate time to plan check every plan assigned to them in a timely manner. As new work comes in daily this Report will be reassessed and adjustments made to workload if any of the engineers receives an unusual amount of rechecks or revisions that might affect them meeting their turn around times on other plans.**
- **Plans are reviewed in ten (10) working days for initial and five (5) working days for rechecks, respectively.**

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. Scott Fazekas & Associates, Inc. Is a California Corporation that was incorporated on June 3, 1996. Scott Fazekas, the signer below is the chairman of the Board and sole owner of the company. SFA looks forward to the opportunity to provide professional services to the City of Costa Mesa.

Sincerely,

**SCOTT FAZEKAS & ASSOCIATES, INC.**



Scott R. Fazekas, AIA, NCARB, CBO, LEED AP, CASp  
President



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## **2. BACKGROUND AND PROJECT SUMMARY SECTION**

The Scope of Review provided by SFA covers all the codes mandated for enforcement by the Building Department including all Title 24 Building, Residential, Plumbing, Mechanical, Electrical, Energy, Calgreen Codes, Grading Ordinance, applicable State Statutes and City Policies and Interpretations. All scope and protocol established in Appendix A for Building Division Plan Check will be complied with. **SFA has been providing these services for Costa Mesa for over 25 years.**

### **Turn Around Times**

SFA will review plans in ten (10) working days initial and five (5) working days for rechecks for all projects. Extremely large or complex projects, would be as agreed upon with the City. Accelerated projects are accommodated when requested by City to do so.

## **3. METHOD OF APPROACH**

### **Project Approach**

The project approach will be to provide the highest quality plan review for the City of Costa Mesa by applying our tenured, well trained and credentialed plan check engineering staff to each plan sent to SFA for review. While this seems like a simple statement, in order to do this, SFA maintains top quality engineers specifically trained and experienced in building safety plan review by providing stability, pride in their work product, good compensation, great office space conditions, organized and highly qualified administrative support staff and a family team environment. SFA values employees with long tenure as the consistency and quality of their work product increases with time. All of our staff take pride in the team of which they are a part.

**We do not use part-time moonlighting staff who fill in to make extra money and may not be available to talk to or meet with applicants during the workday. We do not have multiple offices to which plans are farmed out. We have employees that have specialized in plan review for over 18 years to as many as 40 years each. SFA's business model has been to focus on building plan review and to maintain a single office location with tenured staff. Scott Fazekas is the sole owner and personally acts as the Liaison for all City needs and continues to have a technical role in plan review; daily interacting with all staff.**

### **Overall Process/Scope of Work**

Scott Fazekas & Associates, Inc. (SFA) proposes to provide start to finish comprehensive plan review services as-needed when assigned by the City of Costa Mesa wish our plan check staff located in our Irvine office.

During the review process, once the initial review or resubmittal is plan checked, the plans (**paper or electronic format**) are sent with plan review comments to the applicant with an electronic copy of the Correction List directly to the City's Building Official and any other desired, designated staff.

Once approved, SFA's Transmittal will indicate any relevant communications to the City such as other department or agency approvals, Hardship Applications, AM & Ms, Building Official's specific directives or interpretations, Conditions of Approval, encroachment documentation, etc.... . We have a Client Agency Information Sheet which details specific operating protocols, so SFA acts as an extension of City's staff with consistency in policy and execution.

### **Communication with Applicants**

Applicant communications is done through 1) Zoom meetings, 2) conference call dial-ins, 3) on site meetings, 4) meeting attendance at City Hall 5) phone, 6) fax and 7) e-mail and pdfs.

Considerations such as the location(s), number of participants, complexity of the subject and even personality of the contacts plays a role in how our method of interaction is selected.

### **Plan Assignment/Routing**

When plans are received either initially or for recheck, the plans are promptly routed to the plan check engineer with an assignment tag and the due date, so the engineer can schedule their time accordingly. All plan check engineers are paid hourly instead of salaried so they receive pay for all overtime at a rate of 1.5 times regular payroll. No pre-approval is required. This overtime pay system allows them to put in extra time when needed in order to **always meet the deadline**. **A daily internal Report is run and reviewed by management to verify that all deadlines have been met or exceeded.**

### **Plan Review Document Verification**

The plan reviews also consist of checking the Application against the plans to verify accuracy and consistency of the description, valuation, square footage, construction type, use, and occupancy. In order for the plan checks to reflect the City's specific administrative preferences, policies, interpretations and routing protocols, SFA will customize a Correction List template which insures that specific requirements are not missed.

### **Correction List Format**

To enhance **fairness** to the designer with the Correction List, the format is such that upon recheck, all the corrections which are resolved by the designer's response are deleted/dropped from the list; only the unresolved items remain. The initial corrections that are unresolved remain in light font for reference with the follow-up correction clarification as to what remains outstanding and why, is typed in bold font. This lets the designer (and owner) see that it is not a new correction that was added but was simply not resolved by the designer, and why.

## **Scheduling and Tracking**

**All projects received by SFA are entered into the SFA Plan Log System. Some of the key features are:**

- All information associated with each project is recorded
- Fee calculation and tracking for all hourly projects such as revisions or deferred submittals.
- A Scheduling Report is generated daily which displays the currently assigned 10 day workload for each plan checker and all projects received that day. This report is used to ensure each project has the proper time available to complete a proper review. This process also serves to identify projects experiencing delays with numerous re-checks so they can be addressed.
- Maintains all SFA holiday and vacation calendars to ensure assigned workloads are accurate and achievable.
- A “Due Report” is generated nightly and delivered, as a reminder, to each plan checker containing all the projects due the next day to ensure deadlines are achieved.
- A “Status Report” is generated which includes the turnaround time for all projects. This serves as a double check that projects do not go out late.
- **A self-service status portal accessible via the SFA website which provides detailed status for each project such as; the assigned plan checker, due date, completed date, shipping date and shipping method. This can be accessed by applicants when approved by City.**
- Advanced search features which helps streamline projects by assigning projects at the same address to the same plan checker who performed previous reviews.
- Customizable fee structure and review schedules for each client with automated generation of fees and due dates to prevent clerical and mathematical errors.
- Automated invoice generation to help prevent clerical and mathematical errors.

## **Additional Scope Provided by SFA**

**SFA has four (4) CASp professionals on staff.** The Certified Access Specialist shows a level of competency in not only California Access Regulations, but in both federal and state laws and how both citizens and the City are affected.

Phone consultations are available to the City on any topic, regardless of whether or not it's for a project worked on by SFA. **Code issues are addressed as a courtesy with no charge.**

## **Electronic Tools**

Some of the key elements which are relied upon for a plan review operation are 1) Plan Check software and hardware, 2) Plan Correction List development and distribution, 3) Municipal Permit System data, 4) Courier and UPS tracking, 5) e-mail correspondence with the City and applicants, 6) the Custom Designed Plan Log Program and 7) on-line access to client software.

- SFA has (5) five electronic plan review stations. Each has dual 43" screens with 4K resolution. Bluebeam Revu is our primary software which the plan check engineers prefer to use. Adobe Reader is also available. We also have a digital security stamp through Bluebeam which uses Sectigo Security to allow us to lock plans to prevent tampering. SFA can accept plans from any City format by simply providing us a link to download into our system.
- Our plan check correction lists are typed using Microsoft Word and the Correction lists are sent via e-mail to the City and applicants.
- Municipal permit tracking systems used by cities for which we do electronic plan reviews have been Bluebeam, Accela, E-Plan Soft Review (EPR) Sire and EnerGov.
- When requested by a client, SFA has been granted licenses by the City to allow us to access the City's database and to review the plans in their system or to update project status when corrections or approvals are issued.

### **City Role/Time Involvement**

It is the goal of SFA to make the effort by City staff to be zero, or at least very minimal regarding the start-to-finish plan review process. The City uses a consultant to relieve the City of that assignment. Since SFA works at the pleasure and direction of the City, the City has the right to determine what, if any, involvement they have. SFA is simply an extension of the City staff as a resource as-needed.

### **Hold Form Policy**

When a plan check submittal response is not entirely complete or ready for approval but the remaining items are relatively minor, **SFA's HOLD Form allows us to update the City of the Corrections but lets the City know that we have called, notified and are working with, the design team on minor items that can be resolved by updating or slip-sheeting, attaining missing signatures, resolving calculations, etc. . .** The applicant and designer are always appreciative of this personalized level of service which avoids delays by additional plan routing or having to resubmit and wait their turn in line after another resubmittal. This is one of the ways that SFA puts forth the effort to make our client, the City of Costa Mesa, look good.

### **Owner Notification Policy**

When requested by the City, the owner of the project is kept in the plan check loop. The owner will see the dates of Correction Lists and the follow-up comments and items that have not been resolved and why. Having the owner engaged should in theory, reduce the number of rechecks needed, facilitating earlier approval, and will reduce or avoid blame being directed at SFA or the City. This, as with the HOLD Form, is another way SFA provides tools to enhance the City's image to their community.

## **Displaced City Employees**

SFA would agree that, if selected, that any displaced City of Costa Mesa person that was displaced due to City staffing reductions would be recruited and hired if a position was available for such employees based on qualifications required for the position needing filled. SFA would contact the City's Building Official prior to recruiting to determine if there were any such employees at that time.

## **4. QUALIFICATIONS OF FIRM**

### **Contractor Identification**

Scott Fazekas & Associates, Inc. (SFA) is a California Corporation founded by Scott Fazekas in June 1996. We are located at 9 Corporate Park, Suite 200, Irvine, CA 92606. SFA's phone number is 949-475-2901 and fax number is 949-475-2560. SFA's web site is at [scottfazekasandassociates.com](http://scottfazekasandassociates.com) and our Fed ID No. is 33-0711166.

SFA has no parties, co-owners or investors. Scott Fazekas is the sole owner of SFA and has no other business ownerships.

SFA 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 12 years of prior municipal building safety experience as a City employee. He began his building safety career 49 years ago in 1972 with the City of Newport Beach Building Department and subsequently with the City of Costa Mesa.

**SFA was established to provide services exclusively to municipal building departments.**

This not only ensures that **no real or perceived conflicts of interest could occur** but also provides a specialized operation that is tailored to the exact needs of municipal building departments. The regulations, statutes, new and changing codes and increased pressure to meet shorter time lines, make specializing in plan review an asset to the City of Costa Mesa. **The primary service provided to our clients is building plan review**

### **Financial Stability**

SFA was founded in 1996 by Scott Fazekas as a California Corporation. There have never been any partners or investors. SFA operates on a cash basis with zero debt. SFA has never required a credit line for payroll or any other expense. We have operated without loans through the 2008-2009 recession and during the recent COVID conditions. We have not borrowed from the bank or taken any PPP funds. SFA has operated efficiently and responsibly. Scott Fazekas has, and will be, actively involved with insuring that quality services are delivered to the City of Costa Mesa and will be the primary contact for all communication with the City.

## **General**

SFA has performed tens of thousands of plan reviews during the 25 years that we have provided plan check 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.

Some of the projects worth noting to illustrate a broad range of work are as follows:

- New undergraduate dormitory 96,200k s.f. housing facility
- New mixed use 10 story residential and indoor water park with retail
- New Assisted living Facilities
- New Ambulatory Surgery Centers and Multiple OSHPD 3's
- Multiple residential buildings (apartments and condos) 3 to 5 stories with podium construction and parking below
- Mixed use office, retail and housing facilities
- Multiple Cannabis Buildings including agriculture, packaging, retail and extraction
- Multi-story parking structures
- OCSA Sheriff's facility remodel upgrading to Occupancy Category Code IV
- Multiple large warehouses
- Multiple multi-story office buildings
- Fire Stations
- Municipal Event Centers
- Private School Buildings
- Large 5 story Distribution Hub Buildings 4 and 5 Story with multi-million sq.ft. Areas
- Three and Four Story mini-storage facilities
- Multifamily and Multistory residential projects
- Storage racks and large scale conveyor structures
- Elderly Care and Child Care Facilities
- Blimp Hangers at MCAS Tustin - Evaluation and Re-Use

All of our engineers as stated earlier are Licensed Engineers and Structural Engineers. SFA prides itself on having a highly qualified group of engineers who are all qualified to do any type of project that may come into our office. This amount of experience within our staff allows us to always meet our deadlines and streamline any special requests made by our client cities when requested to do so.

## **Specific Experience**

**Some Recent Unique, Large Scale Projects Reviewed by SFA. Information is listed after each project for contacting the City for a reference. A further list of references is listed in the Reference Section to contact also.**

### **Amazon Fulfillment Center - Beaumont, CA**

The Amazon project had a valuation of approximately \$278 million. It consisted of a 4-story Type 1 sprinklered building with a total area of 2.5 million square feet. There were Alternate

Methods & Materials Requests (AM & M) with a request to eliminate the 2-hour fire protection required for Type 1 Construction by providing fire modeling reports and proposing mitigating measures to achieve "equivalency with Code requirements. This involved coordination between Fire and Building.

SFA provided 100% of the building safety review services. The initial turnaround time and rechecks were 10 and 5 days for each recheck respectively, which were less than the allowed time by the City's Building Official. SFA was involved at preliminary stages. Also, this project involved a lot of time with the AM&M and went through eight (8) plan reviews since the developer/design team worked on portions of the project to make progress instead of comprehensive and complete responses each time. The total time to complete all 8 reviews, including the design team's work between each submittal was 4 months from submittal to approval.

Contact: Kristine Day, Assistant City Manager  
Office: (951) 769-8520 kday@beaumontca.gov

### **The Great Wolf Park, City of Garden Grove**

The Great Wolf Park was the 13<sup>th</sup> of their facilities in the U.S. and involved a 10 story Hotel Tower that was seismically separated from the 3 story Lobby and mixed use area that included Retail. It also included three indoor pools totaling over 1 million gallons and waterpark slides overhead. It was south of Disneyland to compete for tourism traffic. This project involved Am & M's for joining 3 parcels with recorded conditions, fire modeling to avoid sprayed on fireproofing on steel frames and for 3 story egress in a non-smoke-controlled Lobby. This project also involved working with CalOSHA's Amusement Ride Section which ultimately exempted them due to being indoors and serving a hotel. This was due to legal challenges to CalOSHA by the hotel industry.

Contact: David Dent, Building Official  
Office: (714) 741-5343 ddent@ci.garden-grove.ca.us

### **320,000 Sq.Ft. Cannabis Grow Farm Facility. Cathedral City**

This project was a steel framed structure which was initially engineered in foreign SI unit calculation format. The steel was also manufactured in foreign fabrication plants. Steel tests and engineer's calculations in English units were performed to establish on nexus to the initial engineering. This project had an Alternate Methods and Materials request (AM&M) for one non-conforming 60 ft yard set back. It also was granted Phased approvals per the Building

Official's direction since the structural plans and calculations were incomplete at the time of initial submittal. There were also challenges with the T-24 energy design since the structure was not exempt. It involved multiple preliminary meetings with the design team and SFA's team.

### **Carvana - Car Vending Building - Westminster, CA**

This project was a steel frame, Type 11B Sprinklered, 9 Story, glass car storage display building with office space on the ground level. It was a steel moment frame with car storage loads as the

primary seismic design criteria. The car elevator design and stabilization to the frame was an issue. The car storage was allowed as a tall single space similar to rack storage and thus it was not required to be considered an atrium. This project had a valuation of \$3million.

Contact: Justin Nguyen, P.E./CBO, Building Official  
Office: (714) 548-3475

### **The Flight, Tustin, CA**

This project involved an 11 building Development in the MCAS Tustin land adjacent to the two historical Navy Blimp Hangers as part of the base closure land. It involved office, retail, restaurant and parking structure. Many of the structures were 4 stories. Most of the structures were steel moment frames with the 4 story parking garage being of concrete moment frames and shear walls. Phased approvals for many of the buildings were granted as the development was politically high profile.

As an aside, SFA has worked on the re-use and maintenance/repair of the adjacent South Blimp Hanger which is leased by the City from the Navy. The North Hanger is leased by the County of Orange. These are Historical Buildings initially constructed in 1940's.

Contact: Justina Willkom, Community Development Director  
(714) 573-3115

**During COVID** SFA has kept the work flow process moving and on schedule, serving our client cities and the development community. Some of those client cities are Arcadia, Desert Hot Springs, Cathedral City, Costa Mesa, Irvine, Beaumont, La Habra Heights, Santa Ana, San Fernando, Westminster, Lake Elsinore, Tustin, Paramount, Whittier, Westminster and Santa Clarita.

### **Other References**

SFA currently provides building plan review services for the following agencies and SFA encourages the City to contact these agencies regarding our work performance.



Agency: **CITY OF IRVINE**  
Reference: Jesse Cardoza, Building Official  
(949) 724-6371 jcardoza@cityofirvine.org  
Services: Plan Review since 1996

Agency: **CITY OF LA HABRA HEIGHTS**  
Reference: Fabiola Huerta, City Manager  
(562) 694-6302, #227 fhuerta@lhhcity.org  
Reference: Rafferty Wooldrige, Assistant City Manager/  
Community Development Director, #235 rwooldridge@lhhcity.org  
Service: Plan Review & Building Official since 1/31/2010

Agency: **CITY OF NORWALK**  
Reference: Maged Soliman, P.E., CBO, Building Official  
(562) 929-5739 msoliman@norwalkca.gov  
Service: Plan Review since 7/1/1997

Agency: **CITY OF SANTA ANA**  
Reference: Jason Kwak, P.E., CBO, Building Official  
(714) 647-5862 jkwak@santa-ana.org  
Service: Plan Review since 2005 (Retiring 11/20/20)

Agency: **CITY OF TUSTIN**  
Reference: Mariam Madjlessi, P.E., CBO, CASp, Deputy Building Official  
(714) 573-3109 mmadjlessi@tustinca.org  
Service: Plan Review since 2/1998 & Building Official since 2012

Additional municipal references available upon request.

## **5. KEY PERSONNEL**

**All plan check staff are licensed professionals and have been performing comprehensive reviews for a minimum of 18 years.**

### **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.

**Resumes follow this Page**

	<p><b>SCOTT R. FAZEKAS, AIA, NCARB, CBO, LEED AP, CASp</b> President / Principle in Charge</p>
<p><b>REGISTRATIONS:</b> <i>Licensed Architect, California (C-19012)</i></p> <p><i>Licensed Architect, Nevada, Colorado</i></p> <p><b>CERTIFICATIONS:</b> <i>LEED Accredited Professional</i></p> <p><i>Certified Access Specialist (CASp) (DSA CASp-063)</i></p> <p><i>Certified Building Official, ICC (808505- CB)</i></p> <p><i>Certified Plans Examiner, ICC, CBC (808505-K-6)</i></p> <p><i>Certified Building Inspector, ICC, CBC (808505-K-1)</i></p> <p><b>EDUCATION:</b> <i>BS, Architecture, California State Polytechnic University</i></p> <p><i>Supplementary Structural Course Work, California State University Fullerton</i></p> <p><b>PROFESSIONAL AFFILIATIONS:</b> <i>American Institute of Architects (AIA)</i></p> <p><i>International Code Council (ICC)</i></p> <p><i>California Building Officials (CALBO)</i></p>	<p><b><u>EXPERIENCE</u></b></p> <p>Mr. Fazekas is President of Scott Fazekas &amp; 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.</p> <p>Mr. Fazekas has 50years of progressive experience working in and for building departments. Prior to starting SFA, he was employed by BSI Consultants, Inc. (currently Bureau Veritas) 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.</p> <p>Mr. Fazekas has plan checked buildings which encompass the full spectrum of building types and occupancy groups and has served as building official for over twenty 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 37years in the private sector.</p>

	<b>GANESH M. RAO, SE</b> Plan Check Engineer
<b>REGISTRATIONS:</b> <i>Registered Structural Engineer, California (S4471)</i>  <i>Registered Professional Engineer, California (C52721)</i>  <b>CERTIFICATIONS:</b> <i>Certified Plans Examiner, ICC (1136557-60)</i>  <b>EDUCATION:</b> <i>MS, Civil Engineering, Brigham Young University, Utah</i>  <i>BS, Civil Engineering, Bangalore University, India</i>  <b>PROFESSIONAL AFFILIATIONS:</b> <i>International Code Council (ICC)</i>	<b><u>EXPERIENCE</u></b> <p>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.</p> <p>Prior to his employment with SFA, Mr. Rao 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 historic blimp hanger facilities.</p> <p>Some of Mr. Rao's notable projects include two Amazon Fulfillment Facilities of 5-story Type I construction; Education First private school campus with some historic building re-use and new on-campus housing for foreign students; the Ontario Event Center; numerous mixed-use mid-rise structures with parking, retail and housing complexes, many with snow loads in Mammoth Lakes; large-scale cannabis grow farms as well as processing facilities; a 45,000 sf residence in the desert with an airplane wing-like roof using finite element analysis in the design; the Great Wolf Water Park &amp; Resort in Garden Grove with a 10-story hi-rise hotel; elderly care facilities; ambulatory surgery centers; and the Tustin Blimp Hanger evaluation repair &amp; re-use project.</p> <p>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 for 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 a 400-foot latticed tower.</p>

	<b>VICTOR A. PENERA, SE</b> Plan Check Engineer
<b>REGISTRATIONS:</b> Registered Structural Engineer, California (S2083)  Registered Professional Engineer, California (C21629)  <b>EDUCATION:</b> MS, Mechanical Engineering, University of Southern California  BS, Mechanical Engineering, California State University, San Diego  Supplementary Structural Course Work, California State University, Los Angeles  <b>PROFESSIONAL AFFILIATIONS:</b> Structural Engineers Association of Southern California (SEAOSC)  American Society of Civil Engineers (ASCE)  International Code Council (ICC)	<b><u>EXPERIENCE</u></b> Mr. Penera joined SFA in April 2000 as a member of its plan check engineering staff after completing 30 years of service with the City of Los Angeles.  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.

	<b>KAM CHITALIA, SE</b> Plan Check Engineer
<b>REGISTRATIONS:</b> <i>Structural Engineer,  California (S3661)</i>  <i>Civil Engineer,  California (C40594)</i>  <b>CERTIFICATIONS:</b> <i>Certified Building  Official, ICC (858212)</i>  <i>Certified Plans  Examiner, ICC  (858212-06)</i>  <i>Certified Access  Specialist (CASP-959)</i>  <i>Building Official  Leadership Academy  (BOLA) Graduate</i>  <i>Certified Post-Disaster  Assessment Program  (SAP) Evaluator</i>  <i>Certified Post-Disaster  Assessment Program  (SAP) Coordinator</i>  <b>EDUCATION:</b> <i>MS, Civil Engineering,  Clemson University,  SC</i>  <i>BS, Civil Engineering,  Bombay University,  Bombay, India</i>  <b>PROFESSIONAL  AFFILIATIONS:</b> <i>California Building  Officials (CALBO)</i>  <i>International Code  Council, Orange  Empire Chapter (ICC)</i>  <i>Certified Access  Specialist Institute  (CASI)</i>	<b><u>EXPERIENCE</u></b> Mr. Chitalia is a Building Plan Check Engineer with Scott Fazekas & Associates, Inc. (SFA) where he provides comprehensive plan check services for all of SFA's client agencies. His reviews include checking for compliance with all state & local codes, ordinances, regulations and city-specific policies.  Mr. Chitalia's career began in 1984 where he worked in the private sector in structural design firms for 5-1/2 years where he designed multi-story buildings of steel, masonry, concrete and wood. In 1989, he began his career with the City of Irvine. His positions ranged from Associate Engineer to Senior Engineer to Principle Engineer, and he ultimately became the Chief Building Official/Manager of Building & Safety. During his 29 years of progressively responsible roles, he reviewed OSHPD projects for the State, complex multi-story structures including hi-rises, shopping centers, fire stations, condos, apartments, parking structures and churches. During a 9-yr. period as Principle, he supervised in-house staff that managed reviews of over \$12 billion valuation. As Building Official, he interacted with local Fire (OCFA), Water District (IRWD), and County Health (OCHCA) and supervised over 80 staff members.  Some of his defining experience includes being a grader for the State of California Structural Engineer license exam which he did for approximately 10 years. In addition to grading exams, he was one of few Structural Engineers to be selected as a Standard Setting Judge which involved helping to update and develop the upcoming SE license exams for the State of California. This required re-taking the exam each time updating was done. He has also stayed active in local ICC Chapter code committees throughout his career.

	<b>KYLE B. TONOKAWA, PE</b> Plan Check Engineer
<b>REGISTRATIONS:</b> <i>Registered Civil Engineer, CA (C43738)</i>  <b>CERTIFICATIONS:</b> <i>Certified Access Specialist (CASp) (DSA CASp-0642)</i>  <b>EDUCATION:</b> <i>BS, Civil Engineering, California State Polytechnic University</i>  <b>PROFESSIONAL AFFILIATIONS:</b> <i>Calbo - Post Disaster Safety Assessment Evaluator</i>  <i>California Office of Emergency Services - Essential Engineering Duties</i>  <i>International Code Council (ICC)</i>	<b><u>EXPERIENCE</u></b> Mr. Tonokawa is a plan check engineer in SFA's Irvine office. He provides plan reviews of all types of construction and occupancy groups. Through his 33 years of municipal building department career, he has gained diverse experience in zoning reviews, testing of proprietary construction products and listing, grading reviews and geotechnical report reviews and management of plan check staff in addition to comprehensive plan review responsibilities.  Mr. Tonokawa began his career in 1985 as a plan check engineer with the City of Los Angeles where he worked for 13 years providing building, zoning and grading plan reviews. He then spent nine (9) years as Senior Plan Check Engineer with the City of Anaheim where he handled major projects, as well as code interpretation resolutions and project flow and scheduling. His most recent position before joining SFA was 11 years in the City of Irvine as Senior Plan Check Engineer where, in addition to complex plan reviews, he handled staff training, inter-departmental representation and interfacing with consultants in providing plan review services.  Kyle has reviewed numerous mid and hi-rise structures in his career. His reviews have included wrap-around mid-rise condos around parking structures, industrial complexes, hazardous material storage & processing, assembly buildings, private schools, churches, apartment complexes, offices, retail complexes & malls, essential services facilities, and oil refinery projects.

	<b>SCOTT D. BEERY, PE</b> Plan Check Engineer
<b>REGISTRATIONS:</b> <i>Licensed Professional Civil Engineer, California (C64287)</i>  <b>CERTIFICATIONS:</b> <i>Certified Plans Examiner, ICC, CBC</i>  <b>EDUCATION:</b> <i>BS, Architectural (Structural) Engineering, California Polytechnic University, San Luis Obispo, CA</i>  <i>Associate of Science-Fire Technology, Santa Ana College, Santa Ana, CA</i>  <b>PROFESSIONAL AFFILIATIONS:</b> <i>International Code Council (ICC)</i>	<b><u>EXPERIENCE</u></b> Mr. Beery has over 17 years of municipal plan check experience and has worked in the private sector for over 13 years performing structural design. He has been a plan check engineer with SFA since 2013.  As a plans examiner, he has reviewed and approved numerous projects including hazardous material facilities; cannabis extraction facilities with the use of propane/butane; an elevated fire apparatus platform; a hydrogen-fueling facility, laboratories; OSHPD 3 facilities; parking lifts; structures within snow regions; multi-level apartment buildings and hotels (including podium buildings), theaters, educational facilities, restaurants, gyms, night clubs, grocery stores; structures within wildland fire severity zones; gas stations; single family dwellings; tenant improvements; photovoltaic systems; gravity walls; and hillside buildings.  His engineering background includes single family dwellings, apartment buildings, CMU commercial buildings, DSA school projects, masonry seismic retrofits, fire reconstruction projects, retaining walls, mechanical equipment anchorage, and assisting with structural forensics. His design experience includes timber, steel, masonry and concrete structures.  Prior to Mr. Beery joining SFA in October 2013, he was an Associate Engineer with the County of San Diego Building Department for over two years. He then worked at the City of Anaheim Building Department as a Senior Plans Examiner and an Acting Plan Check Supervisor for over 7 years.  In addition, his plan check background also includes representing the Building Department in numerous pre-submittal meetings regarding large project projects to answer plan review questions from various design professionals. Examples include Disney's 2012 California Adventure renovation, Area Regional Transportation Intermodal Center (ARCTIC) a 130-ft. tall truss dome with membranes and two 2-story buildings within the dome, Kaiser Permanente, Eastside Christian Church, Extron Electronics, and the historical re-use of the Anaheim Packing House.

	<p><b>PETER K. TANG, PE</b> Plan Check Engineer</p>
<p><b>REGISTRATIONS:</b> <i>Licensed Civil Engineer, California (C-59691)</i></p> <p><b>EDUCATION:</b> <i>BS, Engineering, California State Polytechnic University</i></p>	<p><b><u>EXPERIENCE</u></b></p> <p>Mr. Tang has been a plan check engineer in SFA's Irvine office for 18 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.</p> <p>Over an 18-yr. 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 &amp; Waggoner Structural Engineers in Irvine; and John A. Martin Structural Engineers in Los Angeles.</p> <p>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.</p> <p>In his engineering design years, 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; the Casa Gateway Condos in Pacific Palisades; and a seismic evaluation of 3-story homes.</p> <p>Through our contract with the city of Norwalk, Mr. Tang worked in-house at the city one day per week for almost 8 years. He worked with applicants to answer code questions and to resolve plan check issues for both his projects as well as those of other SFA plan reviewers. His personality allowed him to be a successful ambassador. Mr. Tang is one of two key engineers responsible for doing electronic data entry to client agencies and assisting others with computer entry protocols.</p>



	<b>BRETT A. ARCHIBALD, PE</b> Plan Check Engineer
<b>REGISTRATIONS:</b> <i>Registered Civil Engineer, California (C69206)</i>  <b>CERTIFICATIONS:</b> <i>Certified Plans Examiner, ICC (5114159-60)</i>  <i>Certified Mechanical Inspector, ICC (5114159-41)</i>  <i>Build It Green Certification, CA</i>  <i>Certified Access Specialist (CASp) (DSA CASp-122)</i>  <b>EDUCATION:</b> <i>BS, Civil Engineering, California State San Diego, Structural Emphasis in Course Work</i>  <b>PROFESSIONAL AFFILIATIONS:</b> <i>International Code Council (ICC)</i>  <i>Certified Access Specialist Institute (CASI)</i>	<b><u>EXPERIENCE</u></b> <p>Mr. Archibald is one of SFA's professional staff in our Irvine office. He has 19 years of experience with SFA reviewing both residential and commercial projects. He is responsible for tracking changes in T-24 Energy Regulations and updating all staff.</p> <p>Mr. Archibald started internship with SFA during college summer breaks and immediately started full-time upon graduation in 2002. He has performed reviews of all construction types and occupancy groups during his tenure including new structures, additions and alterations.</p> <p>Mr. Archibald has experience in plan checking a variety of projects including single and multi-family housing, tenant improvements, new commercial and industrial buildings, seismic retrofits, tilt-up warehouses, etc. These projects involved structural systems such as wood framing, light gauge steel, moment frames, cantilever columns, concrete and masonry.</p> <p>Mr. Archibald has taken the lead role of developing and updating SFA's Commercial &amp; Residential Standard Correction Lists used by the entire plan check team. He has also been the key plan check engineer to follow all the T-24 energy updates and is the "go to" person for energy questions. As a CASp, he also maintains updated training as a CASI member.</p> <p>Mr. Archibald is one of two key staff engineers that take the lead role in assisting our clients with implementing electronic plan reviews as well as doing data entries in the databases of our client's tracking system when needed. He has worked his entire 19-yr. career at SFA.</p> <p>Mr. Archibald has also been instrumental in helping to establish tailored documentation for some of SFA's newer clients or clients which are modifying procedures or policies. His computer skills have assisted in the coordination of SFA processing with the needs of our clients.</p>

	<b>RANDY BUCK</b> Electrical Plan Check
<b>EDUCATION:</b> <i>Electrical Engineering,  California Polytechnic  University, San Luis  Obispo, CA</i>  <i>Whitworth College,  Spokane WA</i>  <b>PROFESSIONAL  AFFILIATIONS:</b> <i>International  Association of  Electrical Inspectors  (IAEI), Past President</i>  <i>IAEI Professional  Member #6034372</i>	<b><u>EXPERIENCE</u></b> Mr. Buck works for SFA to provide electrical plan review services on large or complex projects and interfaces with all plan check staff as-needed on unique electrical code issues. He has worked for SFA since his retirement from Costa Mesa in 2017.  Mr. Buck has worked in the electrical industry for the past 40 years, starting as an electrician, electrical contractor and then entering the public sector as an electrical inspector for the City of Costa Mesa. He retired after 30 years of service as the Chief Inspector and Electrical Plan Checker for Costa Mesa. He presently teaches electrical code and ordinances for the International Brotherhood of Electrical Workers (IBEW).  During his 30 year tenure with the City of Costa Mesa, he plan checked and inspected the electrical on large multi-family residential complexes and numerous commercial facilities. Some notable projects were the Segerstrom Concert Hall which was a large, complex project on an extremely tight timeframe; Triangle Square which had large fault current, generator and an EM lighting system; and Toyota Racing Development (TRD) which had large dynamometers which were unique, custom, one-of-a kind equipment for their test facility.  Prior to his experience with the Costa Mesa Building Division, Mr. Buck worked for two Electrical Contractor firms: Foster Electric & Engineering and Walker Electric. He worked 4 years with Foster Electric doing oil refinery hazardous location installations, restaurants and industrial food processing conveyors. With Walker Electric, he worked for 6 years doing large residential complexes up to 750 units, subterranean parking, tennis courts, a community building with racquetball courts, gym, streams and pool.  Along with his present duties performing plan reviews with SFA, Mr. Buck teaches at the NJATC (IBEW Training Building) in Santa Ana. The program he teaches for is accredited by Santiago Canyon Community College. His coursework covers compliance, calculations, and interpretation with the Electrical Code.

## **APPENDIX - CITY FORMS**



**VENDOR APPLICATION FORM  
FOR  
RFP No. 22-12 ON-CALL INSPECTIONS,  
PLAN REVIEW, AND STAFFING SERVICES**

TYPE OF APPLICANT: ☐ NEW

☒ CURRENT VENDOR

SERVICE APPLYING FOR: (select all that apply)

*Staffing Services*

☐ Code Enforcement

☐ Permit Technician

*Inspection Services*

☐ Building (Development Services)

☐ Fire

☐ Public Services

*Plan Check Services*

☒ Building (Development Services)

☐ Fire

☐ Public Services

EXCEPTIONS TO THE PROFESSIONAL SERVICES AGREEMENT: ☐ Yes ☒ No

Legal Contractual Name of Corporation: Scott Fazekas & Associates, Inc.

Contact Person for Agreement: Scott Fazekas

Title: President E-Mail Address: sfairvine@aol.com

Business Telephone: (949) 475-2901 Business Fax: (949) 475-2560

Corporate Mailing Address: 9 Corporate Park, S-200

City, State and Zip Code: Irvine, CA 92606

Contact Person for Proposals: Scott 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
<u>Scott R. Fazekas</u>	<u>President &amp; CEO</u>	<u>(949) 475-2901</u>
<u>Joy L. Fazekas</u>	<u>Corp. Secretary</u>	<u>(858) 385-9051</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Federal Tax Identification Number: 33-0711166

City of Costa Mesa Business License Number: Acct. # 52574

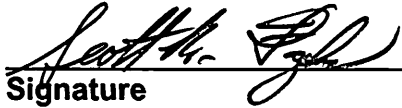
(If none, you must obtain a Costa Mesa Business License upon award of contract.)

City of Costa Mesa Business License Expiration Date: August 31, 2022

## 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 informal **RFP# 22-12 On-Call Inspections, Plan Review, and Staffing Services** at any time after **March 1, 2022**.

  
Signature

Date: 3-22-22

Scott R. Fazekas  
Print

OR

I certify that Proposer or Proposer's representatives have communicated after **March 1, 2022** with a City Councilmember concerning **RFP# 22-12 On-Call Inspections, Plan Review, and Staffing 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."

None, but for clarification, SFA serves as Building Official for several client agencies under contract as stated in the Proposal.



## COMPANY PROFILE & REFERENCES

### Company Legal Name:

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

Active licenses issued by the California State Contractor's License Board:

Business Address: 9 Corporate Park, S-200  
Irvine, CA 92606

Website Address: scottfazekasandassociates.com

Telephone Number: (949) 475-2901

Facsimile Number: (949) 475-2560

Email Address: sfairvine@aol.com

Length of time the firm has been in business: 26 years

Length of time at current location: 21 years

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

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

Federal Taxpayer ID Number: 33-0711166

Regular Business Hours: 8:00 - 5:00

Regular holidays and hours when business is closed: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving 2 Days, Christmas Eve and Day

Contact person in reference to this solicitation: Scott Fazekas

Telephone Number: (949) 475-2901

Facsimile Number: (949) 475-2560

Email Address: sfairvine@aol.com

Contact person for accounts payable: Joy Fazekas

Telephone Number: (858) 385-9051

Facsimile Number: (858) 385-9053

Email Address: sfainc@aol.com

Name of Project Manager: Scott Fazekas

Telephone Number: (949) 475-2901

Facsimile Number: (949) 475-2560

Email Address: sfairvine@aol.com

## COMPANY PROFILE & REFERENCES (Continued)

Submit the company names, addresses, telephone numbers, email, contact names, and brief contract descriptions of at least three 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) 724-6371  
Contact Name: Jesse Cardoza, Building Official  
Contract Amount: Average \$60,000 annually  
Email: jcardoza@cityofirvine.org  
Address: 1 Civic Center Plaza, Irvine, CA 92606  
Brief Contract Description: Comprehensive Plan Review for all residential & commercial occupancies

Company Name: City of La Habra Heights  
Telephone Number: (562) 694-6302  
Contact Name: Rafferty Wooldridge, Asst. City Manager  
Contract Amount: Average \$78,000 annually  
Email: rwooldridge@lhhcity.org  
Address: 1245 Hacienda Rd, La Habra Heights, CA 90631  
Brief Contract Description: Comprehensive Plan Review & Building Official

Company Name: City of Norwalk  
Telephone Number: (562) 929-5739  
Contact Name: Maged Soliman  
Contract Amount: Average \$175,000 annually  
Email: msoliman@norwalkca.org  
Address: 12700 Norwalk Blvd, Norwalk, CA 90650  
Brief Contract Description: Comprehensive Plan Review of all occupancy types.

**Company Name:** City of Santa Ana

**Telephone Number:** (714) 647-5862

**Contact Name:** Jason Kwak, Building Official

**Contract Amount:** Average \$90,000 annually

**Email:** JKwak@santa-ana.org

**Address:** 20 Civic Center Plaza, Santa Ana, CA 92701

**Brief Contract Description:** Comprehensive Plan Review of all occupancy types

**Company Name:** City of Tustin

**Telephone Number:** (714) 573-3109

**Contact Name:** Mariam Madjlessi, Deputy Building Official

**Contract Amount:** Average \$170,000 annually

**Email:** mmadjlessi@tustinca.org

**Address:** 300 Centennial Way, Tustin, CA 92780

**Brief Contract Description:** Comprehensive Plan Review for all occupancy types and Building Official



## BIDDER/APPLICANT/CONTRACTOR CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Proposer/Consultant/Applicant is required to identify any campaign contribution or cumulative contributions greater than \$249 to any city council member in the twelve months prior to submitting an application, proposal, statement of qualifications or bid requiring approval by the City Council.

Date	Name of Donor	Company/Business Affiliation	Name of Recipient	Amount
NA.				

Except as described above, I/we have not made any campaign contribution in the amount of \$250 or more to any Costa Mesa City Council Member in the twelve months preceding this Application/Proposal.

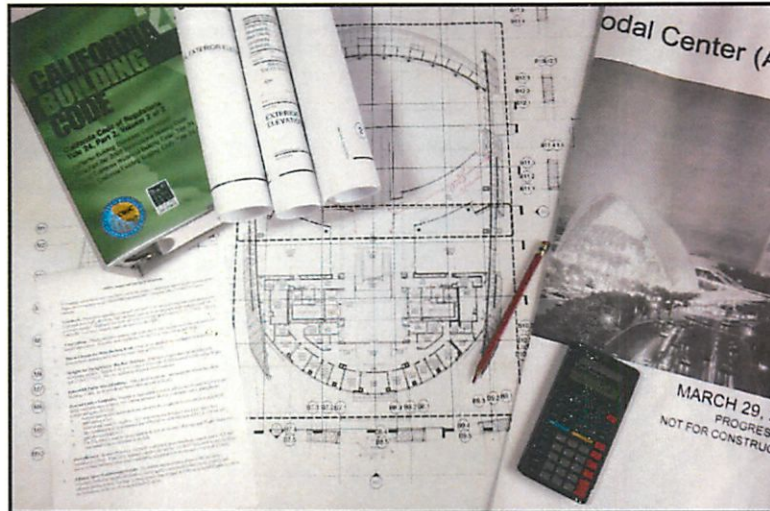
I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

  
Bidder/Applicant/Proposer

3-22-22  
Date

**EXHIBIT C**  
**FEE SCHEDULE**

***COST PROPOSAL FOR  
RFP #22-12  
ON-CALL PLAN REVIEW SERVICES***



***City of Costa Mesa  
March 31, 2022***



***Scott Fazekas & Associates, Inc.***



March 31, 2022

Planet Bids  
City of Costa Mesa  
Purchasing Department  
77 Fair Drive  
Costa Mesa, CA 92628

Subject: **Cost Proposal for RFP #22-12 On-Call Plan Review Services**

Planet Bids:

Following this letter is the Cost Proposal, Number 6, for the above referenced Proposal. It is being submitted separately on Planet Bids as requested in the RFP.

If there are any questions, or if you need further clarification on the fee, please contact me.

Sincerely,

SCOTT FAZEKAS & ASSOCIATES, INC



Scott R. Fazekas, AIA, NCARB, CBO, LEED AP, CASp  
President

## **6. COST PROPOSAL (Submitted Separately)**

### **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 Review - the Fees are proposed at Sixty Percent (60%) of the City's plan check fees.  
  
Repetitive reviews are proposed at fifteen percent (15%) of the City's plan check fee.
2. Expedited Plan Review - When selected by applicant to reduce initial review to 5 days, SFA will charge the full plan review fee and the City will charge a 25% fee to the applicant. This may be revised if the City's Policy is revised as stated in the RFP.
3. 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 \$115.00/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 \$115.00/hour,

### **FINANCIAL CAPACITY**

The RFP mentions verification of the financial stability of the firm(s) which they seek to engage may be asked for. Following are statements provided by our CPA.

1. SFA operates on a positive cash flow 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.



## Cost Proposal

Provide hourly rates, along with estimated annual pricing in accordance with the City's current requirements, as set forth in section Scope of Work.

Any such proposed price adjustments shall not exceed The Bureau of Labor Statistics Consumer Price Index (CPI) data for Los Angeles-Riverside-Orange County, CA, All Items, Not Seasonally Adjusted, "annualized change comparing the original proposal month and the same month in the subsequent year. (This information may be found on the U.S. Department of Labor's website at [www.bls.gov](http://www.bls.gov).)

Job Title	Hourly Rate	Total Cost	Overtime Rate
Plan Check Engr.	#115	Based on as-needed	NA
		plan revisions &	No O.T.
		deferred submittals	charged to
			City or Applicant
Std. Plan Review	60% City Fee	60%	NA
Expedited Review	100% City Fee	100%	NA
Repetitive Review	15% City Fee	15%	NA

**EXHIBIT D**  
**CITY COUNCIL POLICY 100-5**

## CITY OF COSTA MESA, CALIFORNIA

### COUNCIL POLICY

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

#### BACKGROUND

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

#### PURPOSE

It is the purpose of this Policy to:

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

#### POLICY

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

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:
  - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's and/or sub-grantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;
  - B. Establishing a Drug-Free Awareness Program to inform employees about:

<b>SUBJECT</b>	<b>POLICY NUMBER</b>	<b>EFFECTIVE DATE</b>	<b>PAGE</b>
DRUG-FREE WORKPLACE	100-5	8-8-89	2 of 3

1. The dangers of drug abuse in the workplace;
  2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
  3. Any available drug counseling, rehabilitation and employee assistance programs; and
  4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;
- D. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:
1. Abide by the terms of the statement; and
  2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- E. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;
- F. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:
1. Taking appropriate personnel action against such an employee, up to and including termination; or
  2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

<b>SUBJECT</b>	<b>POLICY NUMBER</b>	<b>EFFECTIVE DATE</b>	<b>PAGE</b>
DRUG-FREE WORKPLACE	100-5	8-8-89	3 of 3

- G. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.
2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
    - a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
    - b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
    - c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.
  3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.