ATTACHMENT 9

PROFESSIONAL SERVICES AGREEMENT
CITY OF COSTA MESA

THIS AGREEMENT is made and entered into this __ day of June, 2012 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and Scott Fazekas and Associates Inc., 9 Corporate Park, Suite 200, Irvine California 92606, a California corporation ("Consultant").

W I T N E S S E T H :

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to Scott Fazekas and Associates Inc. as more fully described in Consultant's Proposal attached as Exhibit "A"; and

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

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

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of California Government Code, Sections 1090-1092, 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 Consultant's Proposal, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. It is understood that in the exercise of every aspect of its role, within the scope of work, consultant will be representing the City of Costa Mesa, and all of its actions, communications, or other work, during its employment, under this contract is under the direction of the department. 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.

Consultant shall be solely and completely responsible for conditions of the job-site, including safety of all persons and property during performance of the work, and the Consultant shall fully comply with all State, Federal and other laws, rules, regulations, and orders relating to the safety of the public and workers.

The right of the Engineer or the City's Representative to conduct construction review or observation of the Consultant's performance shall not include review or observation of the adequacy of the Consultant's safety measures in, on, or near the construction site.

Construction materials and equipment may only be stored in streets, roads, or sidewalk areas if approved by the Engineer.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Clerk 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, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, 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. As compensation for the provision of services outlined in Exhibit "A" and in accordance with this agreement, Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A," attached hereto and incorporated by reference. Consultant's total compensation shall not exceed five hundred thirty six thousand, one hundred twenty Dollars ($536,120.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal or in an amount exceeding $536,120.00 unless the City or the Project Manager for this Project, 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 City supervisor 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 Consultants' services which have been completed to City's sole satisfaction as of the date the invoice is created. 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 for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

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

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

3.3 Liquidated Damages. In the event of inexcusable delays, for each consecutive calendar day after the time specified in Section 4.1, Consultant shall pay to the City or have withheld from moneys due it, the daily sum of $100.00.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of 12 months ending on June 30, 2013, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended four (4) additional one (1) year renewal periods upon mutual agreement of the City and the Consultant.

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 as to 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 Chief Executive Officer for the City of Costa Mesa ("City's CEO") 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, facsimile 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; b) at the time of transmission if such communication is sent by facsimile; and c) 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:	IF TO CITY:
Scott Fazekas and Assoc. Inc. 9 Corporate Park, Suite 200 Irvine, Calif. 92606 Tel: 949.475.2901 Fax: 949.475.2560 Attn: Scott Fazekas E-mail: sfairvine@aol.com	City of Costa Mesa 77 Fair Drive Costa Mesa, CA 92626 Tel: 714-754-5604 Fax: 714-754-4856 Attn: Khanh Nguyen

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

6.6. Attorneys' Fees: In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

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

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

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

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its 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 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, and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et. seq.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

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

abstain from a decision under this Agreement pursuant to a conflict of interest statute.

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

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

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

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

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

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

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

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

6.24. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of

this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

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

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

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

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

CITY OF COSTA MESA,
A municipal corporation

_____ Date: _____
Mayor of the City of Costa Mesa

_____ Date: _____
CEO of Costa Mesa

CONSULTANT

Signature _____ Date: 6-7-12

Scott R. Fazekas, President/CFO
Name and Title

_____
Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

_____ Date: _____
City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____
Risk Management

APPROVED AS TO CONTENT:

_____ Date: 6-8-12
Project Manager

ATTEST:

_____ Date: _____
City Clerk and ex-officio Clerk
Of the City of Costa Mesa

CITY COUNCIL POLICY 100-5

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

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

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

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

1. The dangers of drug abuse in the workplace;

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

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

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

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

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

1. Abide by the terms of the statement; and

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

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

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

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

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

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

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

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

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

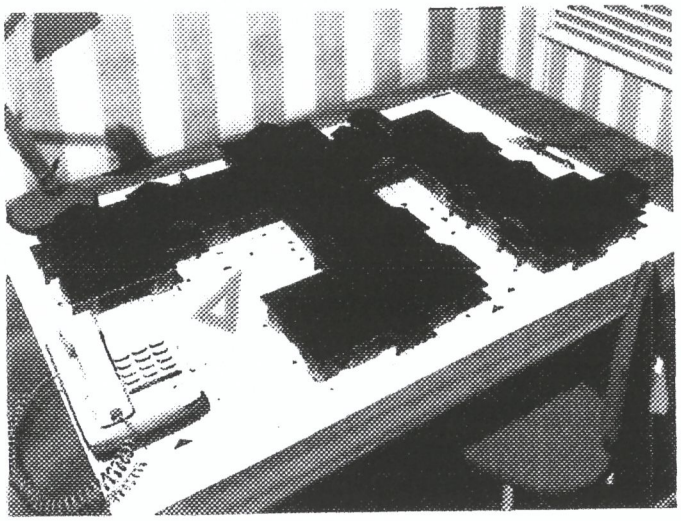
   c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.

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

/CSG PSA

EXHIBIT A

PROPOSAL
for
BUILDING PLAN CHECK & INSPECTION SERVICES



Submitted by

Scott Fazekas & Associates, Inc.

May 3, 2012

SFA

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Building Safety for Government

May 3, 2012

Mr. Keith Clarke, C.B.O.
Building Official
City of Costa Mesa
77 Fair Drive, 2nd Floor
Costa Mesa, CA 92626

Subject: Proposal to Provide Building Plan Check & Inspection Services

Dear Mr. Clarke:

Scott Fazekas & Associates, Inc. (SFA) would like to be considered to provide building plan check and inspection services, as needed, to the City of Costa Mesa. We understand the specific needs of the City and will be able to offer services which are tailored to those needs.

Some of the key features of SFA are as follows:

- Exclusively serving governmental agencies and provides no building design to avoid conflict of interest.
- Sixteen (16) years experience serving Costa Mesa's Building Division.
- Excellent staff with municipal experience and public relations skills.
- Strong internal organizational systems and policies to facilitate timely and professional services.
- Excellent references from clients and applicants.
- Questionnaires sent to every applicant to determine satisfaction level enabling refinement of services.
- Timely turnaround.
- Principal of SFA participation in hands-on plan review.
- Internal forms, policies and procedures to achieve tailored services to meet the exact needs of the City.
- Willingness to meet with applicant and/or City staff at City facilities whenever requested by the City for specific projects.

9 Corporate Park, Suite 200, Irvine, CA 92606-5173 • 949 / 475-2901 • FAX 949 / 475-2560 • sfairvine@aol.com

An Equal Opportunity Employer

Credentials include:

- Structural Engineers
- Civil Engineers
- Architects
- Certified Plans Examiners
- Certified Building Inspectors
- Certified Building Officials
- LEED Accredited Professionals
- CASp

SFA currently provides similar services for many of your neighboring jurisdictions such as Anaheim, Tustin, Huntington Beach, Irvine, Santa Ana and Cypress. We are involved and familiar with the regional needs and issues applicable to the City of Costa Mesa.

I hope the enclosed information is found to be concise and informative. Should additional information be desired in a given area, I would be pleased to provide it. I will look forward to hearing from you to further discuss how Scott Fazekas & Associates, Inc. can serve the City of Costa Mesa.

Sincerely,

Scott Fazekas & Associates, Inc.

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

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Section - 1 - Introduction

KEY AGENCY NEEDS

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

- Fast turnaround times:

City Referred Plan Check	10 days initial
	5 days recheck
Accelerated Plan Check	5 days initial
	3 days recheck

- Competitive fees
- Experience of individual plan check staff in this field
- Municipal experience in building departments familiarity with all internal & external agency and division needs
- Excellent references - additional beyond those in Proposal are available
- Prior consulting experience with City and familiarity with local needs
- Nearby office location

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

ABOUT THE COMPANY

Scott Fazekas & Associates, Inc. (SFA) is a California Corporation founded by Scott Fazekas in June 1996.

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.

SFA has developed a strong plan check team with years of experience and excellent credentials who all work in one well-coordinated geographic office location. Emphasis is on consistent, well informed application of code expertise in the review of projects. Staff tenure offers our clients the stability of SFA's resources and historical knowledge of policies, practices and specific projects.

SFA has been involved in key organizations such as I.C.C., Calbo, AIA and SEAOC over the years by serving on committees and boards, as well as lecturing at and attending seminars and conferences. Staying abreast of the code industry is key to SFA's philosophy of serving as a highly-trained extension of our client's staff.

Section - 1 - Introduction

The primary service provided to our clients is plan review. SFA's plan check capabilities are enhanced by our understanding of the roles in a municipal building department which interface with, and rely upon, a competent plan review. The President of SFA has served as interim or contract building official in sixteen jurisdictions over his career and several of SFA's plan check team have supervised and/or trained municipal building department staff during their tenure in their respective cities.

SFA's office location is:

9 Corporate Park
Suite 200
Irvine, CA 92606
(949) 475-2901, FAX (949) 475-2560

PHILOSOPHY

Through our experience in providing contract services to governmental agencies, SFA has identified concepts and ideas that are essential for a consultant to possess in order to effectively fulfill the building department requirements of a city or county. They are as follows:

- The experience and staff to respond to each agency's needs in a timely, efficient and cost effective manner.
- Administrative and management ability of high caliber to identify problem areas and provide for their correction in a timely and sure manner.
- The ability to recognize and develop the attributes and strengths of staff members and to utilize them to their full potential.
- A reputation for quality performance and integrity to successfully administer all aspects of the codes.
- Expectations and performance accountability that are established and adhered to.
- Professional representation on behalf of the client agency in order to maintain good public relations.
- Communication with the assigned client agency liaison through meetings, memorandums and status reports.
- Coordination with other agencies which require Building Department involvement.

- Attendance of key meetings to keep informed on the most recent code administration techniques and procedures.

- Attendance at any required meetings, connected with the plan review services.

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

The scope of regulations that affect the design and construction of buildings has become increasingly diverse and complex with new legislation, multiple disabled access regulations and new generation energy regulations in addition to the usual updating of the building codes and municipal ordinances. It is essential to the proper operation of a building department that its staff as well as its consultants be aware of, and well trained in, the interpretation and application of codes and their enforcement. SFA stresses that continually updated training is essential in maintaining quality code enforcement services.

The following sections outline in more detail the range of services, approach, unique qualifications, special concerns, personnel and experience that SFA offers the City of Costa Mesa to meet your day-to-day building safety plan check needs.

Section 2 - Scope of Services

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

PROJECT MANAGER-LIAISON

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

The Project Manager will be responsible for the quality of all services provided by SFA's staff. He will be capable of dealing with a diversity of personalities and the many different levels of administrative, technical, professional and construction personnel categories that are involved in building code enforcement.

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

General Assistance

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

TYPES OF PLAN REVIEW AGREEMENTS
LONG TERM (CONVENTIONAL) AND ACCELERATED (3rd PARTY)

SFA will offer plan review services through two methods: the conventional process referred to by Costa Mesa as Long Term and through the third party arrangement known as Accelerated.

The Long Term plan reviews are those selected to be assigned to a consultant by the City staff. Upon completion of the first initial review, SFA would invoice the City. SFA has provided services through this method in the past year.

The Accelerated Agreement is where the City authorizes the applicant to go directly to a consultant to have the review performed. Once authorized, the applicant delivers plans and remits a fee directly to the consultant, reducing administrative processing for the City. SFA has also worked under this arrangement in the past year. Our proximity to the City has been convenient for the applicants.

BUILDING PLAN REVIEW

Building Codes

SFA proposes to perform both structural and non-structural plan review of residential, industrial and commercial buildings for compliance to all local ordinances and state code amendments that pertain to local enforcement of building and safety, and for compliance to the adopted California Building, Residential, CAL Green, Plumbing, Mechanical and Electrical Code. The scope of review may be subject to the direction of the City's liaison.

Since revisions are continually being made to the codes to allow for new methods and materials in construction, it is essential that every jurisdiction maintain a well-trained staff in order to provide quality plan review services. As an extension of City staff, SFA provides such quality enforcement of the Codes and Ordinances.

State Handicap Regulations (D.S.A.)

SFA provides comprehensive administration of the handicap regulations which the Division of the State Architect mandates local jurisdictions to enforce through the Building Safety Department. This applies to both new and existing buildings. SFA staff is qualified to interpret and enforce state law and also has the expertise to review requests for "unreasonable hardship" waivers and recommend action should the City so desire.

State Handicap Regulations (H.C.D.)

SFA also administers the new handicap regulations which local jurisdictions are mandated to enforce by the State Department of Housing and Community Development. These standards pursue a different approach than the D.S.A. regulations in that they apply to multi-family residential. We have extensive experience in reviewing plans to which these standards apply.

State Energy Regulations

SFA provides energy calculation review in accordance with the energy law requirements. SFA will incorporate the proper documents in the plans for use by both the inspector and the builder, facilitating improved field relations and quality of the end product. Here also, emphasis is placed on attendance at energy seminars to obtain updated information and training in the energy regulations and the use of related forms.

State Noise Ordinance

SFA's services include checking to see that both interior (and exterior, when so directed by the City) noise intrusion are properly addressed by the designer and that the necessary assemblies provide the required degree of sound attenuation in accordance with State law. If exterior sound attenuation is a concern, SFA will review for compliance when so directed. If noise contour maps are provided, we will check as to whether or not the buildings are subject to such regulations.

Federal Flood Plain Regulations

Many jurisdictions have areas that, due to either their proximity to water or their elevation, are subject to federal flood plain regulations. If so desired, applicability to each project will be checked and addressed during the plan review stage. This alerts the developer at the earliest possible time in order to allow for advance planning. This is particularly important at the grading plan review stage.

Soils Engineering

SFA responds to the critical nature of proper building pad and site design as they apply to proposed structures by anticipating potential problems and addressing them at the plan review stage. Staff will review soils reports and verify implementation of their design recommendations and parameters into the structural design of the building as part of the building plan review. When subject to Flood Plain or Liquefaction Zone criteria, SFA will review for such compliance when so directed by the City.

INSPECTION SERVICES

SFA proposes to suggest a unique method of staffing inspection services. It is more likely aligned with the current economic times and the needs of the City, offering cost savings over traditional consulting services.

SFA proposes to utilize a sub-consultant staffing agency which will payroll the employees. There are two options which are available to the City.

Option 1

SFA would work with the City to select employees that would meet the qualifications, full or part-time hours and salary range based on the City's needs. We would direct the sub-consultant Apple One Staffing Services to employ them for the City. SFA would invoice the City under SFA's Agreement.

Section 2 - Scope of Services

Option 2

Similar to Option 1, however, SFA would not use the staffing company as a sub-consultant. Instead the Staffing Service organization would employ the individual selected to the City directly. This saves the City a sub-consultant mark-up by SFA.

The rates based on multipliers times payroll rate for both of these options are shown in the Fee Proposal Section.

INTERNAL POLICIES AND PROCEDURES OF SFA

Office Hours

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

Agency Information Sheet

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

Plan Transmittal

SFA will open a U.P.S. account which is paid for and made available for use by City staff for plan delivery purposes. Pre-labeled mail bags are also provided so dispatching plans to SFA is simple and convenient. Usually, SFA personally does pick-ups and deliveries to City Hall.

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

Computer Plan Check Log

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

Additionally, SFA has a weekly status audit form which monitors due dates to be used as a tool in meeting our turnaround goals. This is available to the city when requested.

Correction Lists

The plan review staff have a variety of correction lists, supplemental lists and guidelines for use as deemed appropriate on each individual project. Should the City require use of their standard correction lists, SFA can easily accommodate this by maintaining copies in our Agency Correction List File and referencing their use on our Agency Information Sheet which all plan check staff reference at the beginning of each review. Two copies of the correction lists are developed and attached to the plans along with a transmittal form.

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

A list of all required plan corrections will be typed on SFA's Correction Lists and will be submitted to the City.

Transmittal Form

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

Questionnaire

SFA sends a Questionnaire to each applicant once the review process is complete. This helps by soliciting feedback on the services provided by SFA customers of the building departments which are entrusted to SFA. The comments received are forwarded to the client agency on a quarterly basis. This process makes the plan checker aware that the company values a professional attitude, sends a message to applicants that we care about providing professional services, and lastly, it informs the client agency about the service level SFA is providing.

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

Section 3 - Methodology/Approach

Timely Performance

SFA will strive to maintain efficient turnaround times on all reviews since this is largely a measurement of our performance. It is one of the categories on our questionnaire which is given to our applicants. The turnaround time indicated is the date by which the plans are to be received back at the City.

The maximum turnaround time for standard plan review service referred by the City will be ten (10) working days. Rechecks for City referred plan check will be five (5) working days. Turnaround time for accelerated plan reviews will be five (5) working days for the initial review and three (3) working days for rechecks. Extremely large or complex structures would be as agreed upon with the City's Building Official in advance.

Every effort will be made to accommodate any fast track plan check schedules that might come about in the City.

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

Public Relations/City Representation

All representation with the public and other agencies relating to building plan review will be made in a professional and courteous manner. Upon completion of initial plan review, the applicants are contacted by telephone and are given the option of either having their plans mailed to them via U.P.S. or being able to pick them up in person. When they resubmit corrected plans they are also given the option of transmittal by U.P.S. or coming in and going over any corrections in person. Re-checks in our office are handled without interruption in one of several private offices should the applicant desire to go over the plans in person. SFA uses United Parcel Services for transmittal of plans to assure verifiable and prompt delivery.

Interaction with Applicants

To summarize, SFA's approach involves courtesy, responsiveness, communication, technical thoroughness, convenience and follow-up on service level. Some specific illustrations are as follows:

- When additional information is needed from applicants to complete the review, applicants are contacted by phone to discuss best approach to facilitate a complete/timely review.

- When plans are completed, applicant is notified and given choice of picking up plans at SFA's office, City Facilities or having them sent via U.P.S.

- **Meetings at City Facilities or in the field may be attended by plan checker when requested by the City.**
- Communication regarding corrections is offered via FAX.
- An Applicant Questionnaire will be sent after completion of plan check and any comments received are forwarded quarterly to the City.
- A customized Transmittal Form tailored exclusively for plan check is used to enhance communication with the applicant and the City's permit technician.
- Prompt turnaround times as stated earlier in Proposal. Special circumstances and requests will be given every effort to accommodate special/shorter time frame scheduling needs.
- SFA maintains copies of all records to insure that misplaced documents by applicants will not cause project delays.
- **Preliminary reviews are available if applicant so requests through the City's Representative.**
- Code interpretations relating to items challenged by the applicants will be handled by senior staff to achieve an agreeable solution or SFA will contact the City to determine what the Building Official's ruling and direction would be.

Section 4 - Qualifications/Experience

PERSONNEL QUALIFICATIONS

Principal

Scott R. Fazekas, President, SFA
Registered Architect, CA, C-019013, NCARB, Colorado, Nevada
28 years managing municipal building safety consulting services
40 years working in building safety divisions
Certified Building Official, I.C.C.
Certified Plans Examiner, I.C.C./Calbo
Certified Building Inspector, I.C.C./Calbo
LEED AP
Certified Access Specialist, CASp

Scott Fazekas, as Principal, will be responsible for the administration of services and seeing that services are tailored to the specific needs of the Agency. He has managed consulting plan check and building safety services for over 22 years. He will also perform plan reviews and assign which employees will work on each given project. Mr. Fazekas is Past President of the Orange Empire Chapter of I.C.C. and has served on the Code Development and Education Committees. He has also served in the capacity of Building Official and stays abreast of changing regulatory trends.

Associates

Ganesh Rao, Plan Check Engineer
Registered Structural Engineer, CA, S-4471
10 Years Design Experience
16 Years Plan Review Experience

Mr. Rao has diverse design experience of wood, concrete and steel in low, mid and high-rise structures of varying occupancy groups. Now focused in plan review he brings a thorough knowledge of current structural code provisions.

Vic Penera, Plan Check Engineer
Registered Structural Engineer, CA, S-2083
Certified Plans Examiner, I.C.B.O.
24 Years Municipal Safety Departments
15 Years Private Municipal Consulting

Vic Penera had been with the City of Los Angeles Building Safety for the majority of his career with experience in both plan review and supervision.

Section 4 - Qualifications/Experience

Brett Archibald, Plan Check Engineer
Registered Civil Engineer, CA
Certified Plans Examiner, I.C.C.
Bachelor of Science in Civil Engineering, SDSU
Build It Green Certification, CA
Certified Access Specialist, CASp

Brett Archibald has ten years experience with SFA in residential and commercial plan review.

Peter Tang, Plan Check Engineer
Registered Professional Engineer, CA

Peter Tang has 12 years experience with SFA in residential and commercial plan review after having spent sixteen years in structural design.

Russ Helmick, Electrical Plans Examiner

Russ Helmick provides specialized electrical plan review for all types of commercial and industrial buildings. He worked as Chief Electrical Inspector with the City of Irvine and now works for SFA reviewing electrical plans and consulting with the plan check staff on electrical code. Russ also serves on NFPA code development and has taught electrical classes nationally for both NFPA and local ICC chapters.

SFA'S EXPERIENCE

SFA currently provides building safety services for the following jurisdictions: Anaheim, Arcadia, Beaumont, Cathedral City, Corona, Costa Mesa, Pico Rivera, Santa Rosa, Garden Grove, Huntington Beach, Irvine, Laguna Woods, Lake Elsinore, La Habra Heights, Indian Wells, Norwalk, Ontario, Palm Desert, Pasadena, Perris, Rancho Palos Verdes, San Dimas, San Fernando and Santa Ana.

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

RESUMES

EDUCATION

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

PROFESSIONAL REGISTRATION

Licensed Architect, California, Colorado, NCARB, Nevada

CERTIFICATION

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

EXPERIENCE

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

Mr. Fazekas has plan checked buildings which encompass the full spectrum of building types and occupancy groups and has served as building official for fourteen jurisdictions through long term and interim contract arrangements. He has also contributed to both the design and code enforcement professions by regularly lecturing at code-related seminars and classes. He served six years on the American Institute of Architects Building Performance and Regulations Committee where he monitored 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.

Mr. Fazekas has 40 years of progressive experience working in and for building departments. Prior to starting SFA, he was employed by BSI Consultants, Inc. as a Senior Vice President and Division Manager of the Building Safety Division. He was responsible for starting, developing and managing the Building Safety Division for 11 years. During that time he served as building official in California and Washington jurisdictions and oversaw plan review services for more than one hundred client agencies. He also founded and served as President of Employment Systems Inc., which was a corporation dedicated to municipal staffing needs. Before his term with BSI, he spent 13 years working for the building divisions in the Cities of Newport Beach and Costa Mesa where he worked his way through all levels in the departments from clerk to permit technician, inspector and plan check engineer.

PROFESSIONAL AFFILIATIONS

A.I.A., I.C.B.O./ I.C.C., CALBO

VICTOR A. PENERA

EDUCATION

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

PROFESSIONAL REGISTRATION

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

EXPERIENCE

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

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

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

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

PROFESSIONAL AFFILIATIONS

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

GANESH M. RAO

EDUCATION

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

PROFESSIONAL REGISTRATION

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

EXPERIENCE

Mr. Rao has been a building plan check engineer in SFA's Irvine office since 1998. He reviews both commercial and residential plans for compliance with model codes and local ordinances. He has a total of 23 years of progressively involved engineering experience.

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

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

PETER K. TANG

EDUCATION

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

PROFESSIONAL REGISTRATION

Licensed Civil Engineer, California, C-59691

EXPERIENCE

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

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

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

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

BRETT ARCHIBALD

EDUCATION

Bachelor of Science in Civil Engineering, California State San Diego, 2002
Structural Emphasis in Course Work

CERTIFICATIONS

Registered Civil Engineer, California
Certified Plans Examiner, I.C.C.
Certified Mechanical Inspector, I.C.C.
Build It Green Certification, CA
Certified Access Specialist, DSA

EXPERIENCE

Mr. Archibald is one of SFA's professional staff in our Irvine office. He has ten years of experience with SFA reviewing both residential and commercial projects. He is assigned as liaison to the City of La Habra Heights where he has set times to coordinate with City staff.

Mr. Archibald has experience in plan checking a variety of projects including single and multi-family housing, tenant improvements, 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.

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.

PROFESSIONAL AFFILIATIONS

International Code Council
American Society of Civil Engineers

EDUCATION

Associates Degree in Math, Santa Ana College, CA, 1962
K-14 Teaching Credential, UCLA, Los Angeles, CA

CERTIFICATION

Certified Building Official, I.C.C.

EXPERIENCE

Mr. Helmick currently provides specialized consulting electrical plan reivew for all types of commercial and industrial buildings for SFA. He is responsible for reviewing electrical plans for various municipalities and consults with staff on electrical code.

Prior to joining SFA, Mr. Helmick was an Inspection Supervisor and Chief Electrical Inspector with the City of Irvine. In his thirty years with the City, he supervised and trained a team of electrical inspectors; performed difficult, special and complex inspections; and resolved complaints and disputes. He was available to interpret code to laymen, contractors, architects and others as necessary.

During his tenure with the City of Irvine, Mr. Helmick was an instructor at Saddleback Community College for twenty years teaching electrical code and inspection; building code and law; Contractor's License Law, Construction Inspection and Energy Management. He has taught electrical seminars for IAEI and ICBO since 1991. He also serves on NFPA's Electrical Code Development Committee.

PROFESSIONAL AFFILIATIONS

National Fire Protection Agency (NFPA)
International Association of Electrical Inspectors (IAEI)
International Council of Building Officials (ICC)
Underwriter's Laboratory (U/L)
American Public Works Association (APWA)

Section 5 - 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 ANAHEIM**
Reference: Sheri Vanderdussen, Planning Director
(714) 765-5153
Service: Plan Review and Building Official

Agency: **CITY OF ARCADIA**
Reference: Don Stockham, Building Official
(626) 574-5420
Service: Plan Review

Agency: **CITY OF BEAUMONT**
Reference: Keith Hightower, Building Official
(951) 769-8529
Service: Plan Review

Agency: **CITY OF CATHEDRAL CITY**
Reference: Gil Estrada, CBO, Building Official
(760)601-6569
Service: Plan Review

Agency: **CITY OF CORONA**
Reference: Rebecca Wisniewski, Plan Check Supervisor
(951) 279-3568
Services: Plan Review

Agency: **CITY OF COSTA MESA**
Reference: Khanh Nguyen, P.E., CBO, Community Development Director
(714) 754-5277
Keith Clarke, C.B.O., Building Official
Services: Plan Review

Agency: **CITY OF DOWNEY**
Reference: Mike Larnard, Building Official
(562) 904-7140
Service: Plan Review

Section 5 - References

Agency: **CITY OF GARDEN GROVE**
Reference: Ding Victorio, P.E., Building Official
(714) 741-5427
Service: Plan Review

Agency: **CITY OF HUNTINGTON BEACH**
Reference: Mark Carnahan, C.B.O., Building Official
(714) 374-1792
Services: Plan Review

Agency: **CITY OF IRVINE**
Reference: Joe Kirkpatrick, S. E., Building Official
(949) 724-6453
Services: Plan Review

Agency: **CITY OF LA HABRA HEIGHTS**
Reference: Shauna Clark, City Manager
(562) 694-6302, #227
Services: Plan Review, Building Official

Agency: **CITY OF LAKE ELSINORE**
Reference: Bill Delvin, C.B.O., Building Official
(951) 674-3124, #286
Service: Plan Review

Agency: **CITY OF NORWALK**
Tony Weimholt, CBO, Building Official
(562) 929-5739
Plan Review

Agency: **CITY OF ONTARIO**
Reference: Kevin Shear, CBO, Building Official
(909) 391-2546 ext. 4330
Service: Plan Review

Agency: **CITY OF PALM DESERT**
Reference: Mr. Russell Grance, Building Official
Ms. Sam Szymanski, Sr. Plans Examiner
(760) 776-6420
Service: Plan Review

Section 5 - References

Agency: **CITY OF PASADENA**
Reference: Sarkis Nazerian, CBO, Building Official
(626) 744-7571
Service: Plan Review

Agency: **CITY OF PERRIS**
Reference: Rene Avila, C.B.O., Building Official/Fire Marshall
(951) 433-1029 ext. 228
Service: Plan Review

Agency: **CITY OF PICO RIVERA**
Reference: Eric Dennis, C.B.O., Building official
(562) 801-4331, cell (760) 670-0371
Service: Plan Review
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Agency: **CITY OF SAN DIMAS**
Reference: Eric Beilstein, Building Official
(909) 394-6264
Service: Plan Review

Agency: **CITY OF SAN FERNANDO**
Reference: Francisco Villalva, Building Official
(818) 898-1231
Service: Plan Review

Agency: **CITY OF SANTA ANA**
Reference: Gerald Caraig, P.E., C.B.O., Building Official
(714) 647-5896
Service: Plan Review

Agency: **CITY OF SANTA ROSA**
Reference: Mike Whitacker, P.E., Chief Plan Check Engineer
(707) 543-3264
Service: Plan Review

Section 6 - Proposed Fees

PLAN REVIEW

The traditional approach in proposing building plan check fees is to apply a percentage to the revenue collected by the agency for plan review fees. Using the City's schedule which is based on Table 1-A of the 2001 C.B.O. and the 2002 Valuation Data Chart to establish the plan check fee, SFA proposes to charge eighty percent (8%) of the established plan check fees for the scope of work requested.

If SFA is reviewing duplicate or identical plans on a project, the proposed fee is ten percent (10%) of the plan review fee collected after the initial model is checked at the prescribed rate.

When doing Accelerated Plan Reviews, SFA will charge the applicants based on the same rate as with the standard service with the City. This avoids the perception of impropriety. A minimum fee for small projects is $300.00.

SFA will not charge for rechecks unless the plans are incomplete or revised for which the City would collect additional fees from the applicant as well. The City would then have the funds to reimburse SFA. Additional services outside the main scope of review would be charged at a rate of $100.00 per hour or as mutually agreed upon based on the salary rate of the employee.

HOURLY CONTRACT EMPLOYEE FEES FOR INSPECTION OR OTHER POSITIONS

SFA proposes to charge for inspectors as follows:

Option 1

Full-time employee with benefits billed through SFA's Agreement would be payroll times 1.81.

Option 2

Full-time employee with benefits billed directly from the staffing service payroll times 1.45.

For example, a $25.00/hour employee would be charged at $45.25 and $36.25 for Options 1 and 2, respectively.

These rates are based on the Staffing Service not being required to find and select the employee and would be contingent upon the City finding and selecting the employee.

If the Staffing Service is requested to find the employees, rates of 1.94 and 1.55 would be charged, respectively.

INSURANCE

Insurance is provided in the following amounts:

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

A copy of the listed coverages will be provided to the City upon request of same.