

## AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR

THIS AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of the 1st day of July, 2018, by and between the City of Beaumont ("CITY") whose address is 550 E. 6<sup>th</sup> Street, Beaumont, California 92223 and Scott Fazekas & Associates, Inc. whose address is 9 Corporate Park, Suite 200, Irvine, CA 92606-5173 ("CONTRACTOR").

### RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties to this Agreement:

- A. CITY desires to engage CONTRACTOR to provide Building & Safety Plan Check services and On-Call Services; and
- B. CONTRACTOR has made a proposal ("Proposal") to the CITY to provide such professional services, which Proposal is attached hereto as Exhibit "A"; and
- C. CONTRACTOR agrees to provide such services pursuant to, and in accordance with, the terms and conditions of this Agreement, and represents and warrants to CITY that CONTRACTOR possesses the necessary skills, licenses, certifications, qualifications, personnel and equipment to provide such services.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, CITY and CONTRACTOR agree as follows:

1. Term of Agreement. This Agreement is effective as of the date first above written and shall continue until terminated as provided for herein. Notwithstanding anything in this Agreement to the contrary, this Agreement shall automatically terminate after three (3) years unless extended by the parties with the approval of the City Council of the CITY.
2. Services to be Performed. CONTRACTOR agrees to provide the services ("Services") as follows: Building & Plan Check Services as described in the proposal and any other services which the City may request in writing. All Services shall be performed in the manner and according to the timeframe set forth in the Proposal. CONTRACTOR designates Scott R. Fazekas as CONTRACTOR'S professional responsible for overseeing the Services provided by CONTRACTOR.
3. Associates and Subcontractors. CONTRACTOR may, at CONTRACTOR'S sole cost and expense, employ such competent and qualified independent associates, subcontractors and consultants as CONTRACTOR deems necessary to perform the Services; provided, however, that CONTRACTOR shall not subcontract any of the Services without the written consent of CITY.

4. Compensation.

4.01 CITY agrees to pay CONTRACTOR the amount of 75% of the CITY's Building Plan check fees or hourly rates set forth in the proposal for CITY authorized services. CONTRACTOR shall be paid at the rates set forth in the Proposal and shall not increase any rate without the prior written consent of the CITY.

4.02 CONTRACTOR shall not be compensated for any Services rendered nor reimbursed for any expenses incurred in excess of those authorized unless approved in advance by the CITY, in writing.

4.03 CONTRACTOR shall submit to CITY, on or before the fifteenth (15<sup>th</sup>) of each month, itemized invoices for the Services rendered in the previous month. The CITY shall not be obligated to pay any invoice that is submitted more than sixty (60) days after the due date of such invoice. CITY shall have the right to review and audit all invoices prior to or after payment to CONTRACTOR. This review and audit may include, but not be limited to CITY's:

a. Determination that any hourly fee charged is consistent with this Agreement's approved hourly rate schedule;

b. Determination that the multiplication of the hours billed times the approved rate schedule dollars is correct;

c. Determination that each item charged is the usual, customary, and reasonable charge for the particular item. If CITY determines an item charged is greater than usual, customary, or reasonable, or is duplicative, ambiguous, excessive, or inappropriate, CITY shall either return the bill to CONTRACTOR with a request for explanation or adjust the payment accordingly, and give notice to CONTRACTOR of the adjustment.

4.04 If the work is satisfactorily completed, CITY shall pay such invoice within thirty (30) days of its receipt. Should CITY dispute any portion of any invoice, CITY shall pay the undisputed portion within the time stated above, and at the same time advise CONTRACTOR in writing of the disputed portion.

5. Obligations of CONTRACTOR.

5.01 CONTRACTOR agrees to perform all Services in accordance with the terms and conditions of this Agreement and the Proposal. In the event that the terms of the Proposal shall conflict with the terms of this Agreement, or contain additional terms other than the Services to be rendered and the price for the Services, the terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect.

5.02 Except as otherwise agreed by the parties, CONTRACTOR will supply all personnel, materials and equipment required to perform the Services. CONTRACTOR shall provide its own offices, telephones, vehicles and computers and set its own work

hours. CONTRACTOR will determine the method, details, and means of performing the Services under this Agreement.

5.03 CONTRACTOR shall keep CITY informed as to the progress of the Services by means of regular and frequent consultations. Additionally, when requested by CITY, CONTRACTOR shall prepare written status reports.

5.04 CONTRACTOR is responsible for paying, when due, all income and other taxes, fees and withholding, including withholding state and federal taxes, social security, unemployment and worker's compensation, incurred as a result of the compensation paid under this Agreement. CONTRACTOR agrees to indemnify, defend and hold harmless CITY for any claims, costs, losses, fees, penalties, interest, or damages suffered by CITY resulting from CONTRACTOR's failure to comply with this provision.

5.05 In the event CONTRACTOR is required to prepare plans, drawings, specifications and/or estimates, the same shall be furnished in conformance with local, state and federal laws, rules and regulations.

5.06 CONTRACTOR represents that it possesses all required licenses necessary or applicable to the performance of Services under this Agreement and the Proposal and shall obtain and keep in full force and effect all permits and approvals required to perform the Services herein. In the event CITY is required to obtain an approval or permit from another governmental entity, CONTRACTOR shall provide all necessary supporting documents to be filed with such entity.

5.07 CONTRACTOR shall be solely responsible for obtaining Employment Eligibility Verification information from CONTRACTOR's employees, in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that CONTRACTOR's employees are eligible to work in the United States.

5.08 In the event that CONTRACTOR employs, contracts with, or otherwise utilizes any CalPers retirees in completing any of the Services performed hereunder, such instances shall be disclosed in advance to the CITY and shall be subject to the CITY's advance written approval.

5.09 Drug-free Workplace Certification. By signing this Agreement, the CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.

5.10 CONTRACTOR shall comply with all applicable local, state and federal laws, rules, regulations, entitlements and/or permits applicable to, or governing the Services authorized hereunder.

6. Insurance. CONTRACTOR hereby agrees to be solely responsible for the health and safety of its employees and agents in performing the Services under this Agreement and

shall comply with all laws applicable to worker safety including but not limited to Cal-OSHA. Therefore, throughout the duration of this Agreement, CONTRACTOR hereby covenants and agrees to maintain insurance in conformance with the requirements set forth below. If existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so. CONTRACTOR shall provide the following types and amounts of insurance:

6.01 Commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; CONTRACTOR agrees to have its insurer endorse the general liability coverage required herein to include as additional insured's CITY, its officials, employees and agents. CONTRACTOR also agrees to require all contractors and subcontractors to provide the same coverage required under this Section 6.

6.02 Business Auto Coverage in an amount no less than \$1 million per accident. If CONTRACTOR or CONTRACTOR's employees will use personal autos in performance of the Services hereunder, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person.

6.03 Workers' Compensation coverage for any of CONTRACTOR's employees that will be providing any Services hereunder. CONTRACTOR will have a state-approved policy form providing statutory benefits as required by California law. The provisions of any workers' compensation will not limit the obligations of CONTRACTOR under this Agreement. CONTRACTOR expressly agrees not to use any statutory immunity defenses under such laws with respect to CITY, its employees, officials and agents.

6.04 Optional Insurance Coverage. Choose and check one: Required  /Not Required ; Errors and omissions insurance in a minimum amount of \$1 million per occurrence to cover any negligent acts or omissions committed by CONTRACTOR, its employees and/or agents in the performance of any Services for CITY.

7. General Conditions pertaining to Insurance Coverage

7.01 No liability insurance coverage provided shall prohibit CONTRACTOR from waiving the right of subrogation prior to a loss. CONTRACTOR waives all rights of subrogation against CITY regardless of the applicability of insurance proceeds and shall require all contractors and subcontractors to do likewise.

7.02. Prior to beginning the Services under this Agreement, CONTRACTOR shall furnish CITY with certificates of insurance, endorsements, and upon request, complete copies of all policies, including complete copies of all endorsements. All copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

7.03. All required policies shall be issued by a highly rated insurer with a minimum A.M. Best rating of "A:VII". The insurer(s) shall be admitted and licensed to do business in California. The certificates of insurance hereunder shall state that coverage

shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice has been given to CITY.

7.04 Self-insurance does not comply with these insurance specifications. CONTRACTOR acknowledges and agrees that that all insurance coverage required to be provided by CONTRACTOR or any subcontractor, shall apply first and on a primary, non-contributing basis in relation to any other insurance, indemnity or self-insurance available to CITY.

7.05 All coverage types and limits required are subject to approval, modification and additional requirements by CITY, as the need arises. CONTRACTOR shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect CITY's protection without CITY's prior written consent.

7.06 CONTRACTOR agrees to provide immediate notice to CITY of any claim or loss against CONTRACTOR or arising out of the Services performed under this Agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

## 8. Indemnification.

8.01 CONTRACTOR and CITY agree that CITY, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to the performance of this Agreement by CONTRACTOR or any subcontractor or agent of either. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to CITY. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect CITY as set forth herein.

a. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless CITY, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, damages or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by CITY, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. CONTRACTOR's obligation to defend, indemnify and hold harmless shall include any and all claims, suits and proceedings in which CONTRACTOR (and/or CONTRACTOR's agents and/or employees) is alleged to be an employee of CITY. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by CITY.

b. Without affecting the rights of CITY under any provision of this Agreement or this Section, CONTRACTOR shall not be required to indemnify and hold harmless CITY as set forth above for liability attributable solely to the fault of CITY, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

9. Additional Services, Changes and Deletions.

9.01 In the event CONTRACTOR performs additional or different services than those described herein without the prior written approval of the City Manager and/or City Council of CITY, CONTRACTOR shall not be compensated for such services. CONTRACTOR expressly waives any right to be compensated for services and materials not covered by the scope of this Agreement or authorized by the CITY in writing.

9.02 CONTRACTOR shall promptly advise the City Manager and Finance Director of CITY as soon as reasonably practicable upon gaining knowledge of a condition, event or accumulation of events which may affect the scope and/or cost of Services. All proposed changes, modifications, deletions and/or requests for additional services shall be reduced to writing for review and approval by the CITY and/or City Council.

10. Termination of Agreement.

10.01 Notwithstanding any other provision of this Agreement, CITY, at its sole option, may terminate this Agreement with or without cause, or for no cause, at any time by giving twenty (20) days' written notice to CONTRACTOR.

10.02 In the event of termination, the payment of monies due CONTRACTOR for undisputed Services performed prior to the effective date of such termination shall be paid within thirty (30) business days after receipt of an invoice as provided in this Agreement. Immediately upon termination, CONTRACTOR agrees to promptly provide and deliver to CITY all original documents, reports, studies, plans, specifications and the like which are in the possession or control of CONTRACTOR and pertain to CITY.

11. Status of CONTRACTOR.

11.01 CONTRACTOR shall perform the Services in CONTRACTOR's own way as an independent contractor, and in pursuit of CONTRACTOR's independent calling, and not as an employee of CITY. However, CONTRACTOR shall regularly confer with CITY's City Manager as provided for in this Agreement.

11.02 CONTRACTOR agrees that it is not entitled to the rights and benefits afforded to CITY's employees, including disability or unemployment insurance, workers' compensation, retirement, CalPers, medical insurance, sick leave, or any other employment benefit. CONTRACTOR is responsible for providing, at its own expense, disability, unemployment, workers' compensation and other insurance, training, permits, and licenses for itself and its employees and subcontractors.

11.03 CONTRACTOR hereby specifically represents and warrants to CITY that it possesses the qualifications and skills necessary to perform the Services under this Agreement in a competent, professional manner, without the advice or direction of CITY and that the Services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional rendering the same or similar services in the same geographic area where the CITY is located. Further, CONTRACTOR represents and warrants that the individual signing this Agreement on behalf of CONTRACTOR has the full authority to bind CONTRACTOR to this Agreement.

12. Ownership of Documents; Audit.

12.01 All draft and final reports, plans, drawings, studies, maps, photographs, specifications, data, notes, manuals, warranties and all other documents of any kind or nature prepared, developed or obtained by CONTRACTOR in connection with the performance of Services performed for the CITY shall become the sole property of CITY, and CONTRACTOR shall promptly deliver all such materials to CITY upon request. At the CITY's sole discretion, CONTRACTOR may be permitted to retain original documents, and furnish reproductions to CITY upon request, at no cost to CITY.

12.02 Subject to applicable federal and state laws, rules and regulations, CITY shall hold all intellectual property rights to any materials developed pursuant to this Agreement. CONTRACTOR shall not such use data or documents for purposes other than the performance of this Agreement, nor shall CONTRACTOR release, reproduce, distribute, publish, adapt for future use or any other purposes, or otherwise use, any data or other materials first produced in the performance of this Agreement, nor authorize others to do so, without the prior written consent of CITY.

12.03 CONTRACTOR shall retain and maintain, for a period not less than four years following termination of this Agreement, all time records, accounting records and vouchers and all other records with respect to all matters concerning Services performed, compensation paid and expenses reimbursed. At any time during normal business hours and as often as CITY may deem necessary, CONTRACTOR shall make available to CITY's agents for examination all of such records and shall permit CITY's agents to audit, examine and reproduce such records.

13. Miscellaneous Provisions.

13.01 This Agreement, which includes all attached exhibits, supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of Services by CONTRACTOR for CITY and contains all of the covenants and agreements between the parties with respect to the rendering of such Services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties.

13.02 CONTRACTOR shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of CITY. Unless specifically

stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

13.03 CONTRACTOR shall timely file FPPC Form 700 Conflict of Interest Statements with CITY if required by California law and/or the CITY's conflict of interest policy.

13.04 If any legal action or proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.

13.05 This Agreement is made, entered into and shall be performed in the County of Riverside in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California.

13.06 CONTRACTOR covenants that neither it nor any officer or principal of its firm has any interest, nor shall they acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of their Services hereunder. CONTRACTOR further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor.

13.07 CONTRACTOR has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflicts of interest of public officers and employees. CONTRACTOR agrees that they are unaware of any financial or economic interest of any public officer or employee of the CITY relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the CITY may immediately terminate this Agreement by giving notice thereof. CONTRACTOR shall comply with the requirements of Government Code section 87100 et seq. and section 1090 in the performance of and during the term of this Agreement.

13.08 Improper Consideration. CONTRACTOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the CITY in an attempt to secure favorable treatment regarding this Agreement or any contract awarded by CITY. The CITY, by notice, may immediately terminate this Agreement if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of the CITY with respect to the proposal and award process of this Agreement or any CITY contract. This prohibition shall apply to any amendment, extension or evaluation process once this Agreement or any CITY contract has been awarded. CONTRACTOR shall immediately report any attempt by any CITY officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from CONTRACTOR.

**(Signature Page Follows)**



**SIGNATURE PAGE  
TO  
AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR  
(Scott Fazekas & Associates)**

IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement to be effective as of the day and year first above-written.

**CITY:**

CITY OF BEAUMONT

By:

  
Nancy Carroll, Mayor

**CONTRACTOR:**

  
\_\_\_\_\_

By: Scott Fazekas & Associates, Inc.

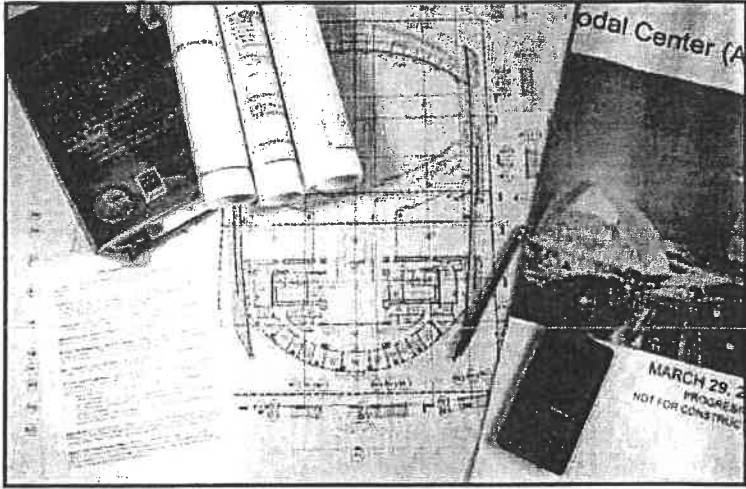
Print Name: Scott R. Fazekas

Title: President

**EXHIBIT "A"**

**PROPOSAL**

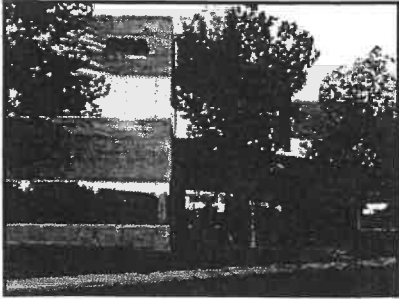
**PROPOSAL TO  
RFP FOR  
BUILDING PLAN CHECK SERVICES**



**City of Beaumont  
April 4, 2018**



**Scott Fazekas & Associates, Inc.**



April 4, 2018

Ms. Rebecca Deming  
Community Development Director  
City of Beaumont  
550 E. 6<sup>th</sup> Street  
Beaumont, CA 92223

**Subject: Proposal to RFP For Building Plan Check Services**

Dear Ms. Deming:

**SCOTT FAZEKAS & ASSOCIATES, INC. (SFA)** appreciates being considered to submit a Proposal to provide Building Plan Check, Inspection and other Building Contractual Services, as needed to the City of Beaumont. 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 Beaumont services that will contribute to the professional image put forth to developers and residents.

Some of the key features of SFA are as follows:

- **SFA exclusively serves governmental agencies and provides no design or consulting services to the private sector; avoiding both real or perceived conflicts of interest.**
- SFA has provided plan review services to the City of Beaumont for 10.5 years.
- The owner of SFA, Scott Fazekas, has always been and will continue to be involved in managing and participating in the services provided. He has worked for the City of Beaumont as a consultant for over 30 years, with some of those years from a previous firm at which he managed their building division.
- SFA's office is located in nearby Irvine.
- SFA is financially sound. We have zero debt with no partners or investors. SFA is owned exclusively by its owner and founder, Scott Fazekas.
- SFA has never had a claim filed against it and has solid business practices to minimize the potential of legal exposure.
- All of SFA staff who provide plan Review services are licensed professionals in the State of California. All have extensive experience and tenure in their professions.
- SFA stays involved in the industry to both contribute to, and learn from others, on state laws, code changes, industry standard practices, and simply keeping up on key issues to building departments.

- SFA staff develop updated standard correction lists for plan review every three years when codes are updated and share them with all of our client agencies if requested.
- **SFA has only one office location.** This is by design to maintain the highest possible quality control. Close communication and information sharing between plan check engineers creates a productive and comfortable work environment. Plans are never shipped out to another location.
- All staff are paid hourly with 1.5 times O.T. pay which is always approved. Plan check engineers always meet their deadlines and are always authorized overtime when needed.
- SFA produces a Weekly Status Report that shows turn around times for all plans going out during that specified period of time. This allows SFA to monitor that we are meeting our due dates.
- Plans are reviewed in 10 and 5 working days for initial and 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. SFA looks forward to the opportunity to continue to provide professional services to the City of Beaumont.

Sincerely,

**SCOTT FAZEKAS & ASSOCIATES, INC.**



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

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## ***Section - 1 - Introduction***

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### **KEY AGENCY NEEDS**

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

- **Exclusively serving municipalities for zero conflict of interest.**
- **Fast turnaround times: Standard Plans to be reviewed in ten (10) working days for initial review; five (5) working days for rechecks.**
- **Expedited reviews will be provided when requested by the Building Official for special circumstances.**
- **Competitive fees.**
- **Experience of individual plan check staff with over 230 years experience in this field.**
- **Excellent references by numerous municipalities.**
- **E-mail of correction lists to City for timely communication.**
- **Electronic Plan Review option for plan submittals**
- **Quality Control measures practiced to insure a quality work product.**
- **Serving the City of Beaumont for 10.5 years.**

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

### **ABOUT THE COMPANY**

Scott Fazekas & Associates, Inc. (SFA) is a California Corporation founded by Scott Fazekas 22 years ago in June 1996. It was formed to offer building safety plan review services to governmental agencies. Mr. Fazekas has 45 years building safety experience. He 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, for a total of 34 years of municipal consulting experience.

## ***Section - 1 - Introduction***

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**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 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 associations and qualifications of all key personnel have been drawn upon to offer excellent resources to the City of Beaumont. This is elaborated upon in the body of this Proposal. SFA has developed a strong plan check team with years of experience and excellent credentials who all work in one well-coordinated 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's staff have attained LEED AP and CASp certifications.

SFA's activities in professional organizations are represented in the resume of Scott Fazekas and our team of plan check engineers. Mr. Fazekas has served at and lectured at seminars for the two primary organizations which represent building safety professionals: I.C.C. and Calbo.

Additionally, he served four years on I.C.B.O.'s General Design Code Development Committee which then became the Structural Code Review Committee in 1999. One of SFA's senior plan check engineers, Ganesh Rao, S.E., has developed and instructed the Calbo Structural Code Update Seminar for the new C.B.C. Additionally, Vic Penera, S.E., served as Chairman of the I.B.C. Structural Code Development Committee and was involved in the drafting of the new 2000 I.B.C. structural provisions. Brett Archibald, one of SFA's plan check engineers, took the initiative in developing both a commercial and a residential checklist for the new 2010, 2013 and 2016 California Codes. This has been shared with the local I.C.C. Chapters and client agencies. Staying abreast of the code industry is key to SFA's philosophy of serving as a highly-trained extension of our client's staff.

All of SFA's plan check staff are licensed Structural or Civil Engineers which allows SFA the ability to assign the challenging structural projects to any one of our engineering staff. This expertise allows SFA the ability to balance out workloads and meet obligations without overloading any one engineer.

**SFA has been in the same Corporate Park complex for the 22 years we have been in business, offering familiarity and stability to design teams who use SFA's services.** The single location enhances quality control due to consistent process and excellent coordination and communication between all team members. SFA's address is:

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



## ***Section - 1 - Introduction***

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### **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.
- Electronic plan review using both Adobe Acrobat and Bluebeam programs.
- 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.
- SFA will attend meetings at City Hall when requested by City and frequently meets with applicants in our office when clarifications are needed or when minor corrections warrant rechecks in person with the plan check engineer.

**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.**

## ***Section - 1 - Introduction***

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The scope of regulations that affect the design and construction of buildings continues to become increasingly complex with new legislation and 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 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 building 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 Beaumont to meet your day-to-day building safety plan check needs.

## ***Section 2 - Scope of Services***

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The following is the itemized Scope of Services which SFA's staff is prepared to provide for the City of Beaumont. 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.

- Provide shipping/transport of plans and other communication documents such as correction lists.
- Review of plans for compliance with the applicable state and local codes.
- Attend meetings at SFA's office or at City Hall when needed.
- Preparation of written corrections submitted to the applicant.
- Recheck and approval of the final plans after all corrections have been incorporated in the plans.
- Submittal of approved plans and supporting documents to the City of Beaumont.
- Additional related services when so assigned or requested by the City's Building Official.

### **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.

## ***Section 2 - Scope of Services***

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### **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 Beaumont the benefits associated with an increased level of staffing.

### **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. This includes the adopted California Building, Residential, CalGreen, Plumbing, Mechanical and Electrical Codes. The scope of review may be subject to the direction of the City's liaison.

#### **State Disabled Access Regulations (DSA & HCD)**

SFA provides comprehensive administration of the Disabled Access Regulations in Chapters 11-A and 11-B which are developed by HCD and DSA respectively. Our staff are qualified to interpret and advise applicants on exemptions and Unreasonable Hardship applications. SFA has two CASp's on staff; Scott Fazekas and Brett Archibald.

#### **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. The new CalGreen Code also covers acoustic provisions which SFA addresses in our plan reviews.

## ***Section 2 - Scope of Services***

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### **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.

### **CAL Green**

SFA has reviewed numerous buildings subject to the CAL Green requirements. SFA has a LEED AP and a California Build it Green (CBIG) credentialed employee on staff.

### **Certified Access Specialist**

SFA has two CASp Certified employees and as an extension of City staff, meet the City's obligation to have at least one CASp available.

### **Additional Services**

SFA will provide any additional services within the scope of our professional consulting expertise, as needed, on an hourly basis. **Consultations requested by the Building Official are without charge unless it involves a more extensive assignment.**

## **Section 3 - Methodology/Approach**

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### **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 utilize the services of UPS or OnTrack for plan delivery purposes. This service will be paid for by SFA. Pre-labeled mail bags are also provided so dispatching plans to SFA is simple and convenient.

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

#### **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 status and history of their projects. Weekly status reports are also printed for internal tracking of performance on turnaround times.

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

## **Section 3 - Methodology/Approach**

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### **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. A list of all required plan corrections will be typed on SFA's Correction Lists and will be submitted to the City along with a transmittal form. An electronic copy can also be forwarded to the City if requested.

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

Electronic plan review is available should the City desire to use this method of plan check.

### **Transmittal Form**

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

### **Questionnaire**

SFA makes available Questionnaires to each applicant for optional use after the plans are approved. This insures that the designer who worked with SFA is given the opportunity to comment. This helps by soliciting feedback on the services provided by SFA to customers of the building departments which are entrusted to SFA. The comments received are forwarded to the client agency. This process makes the plan checker aware that the company values a professional attitude, sends a message to applicants that we care about providing professional services, allows follow-up by management if an applicant has concerns, 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**

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#### **Electronic Plan Submittal**

SFA has the technical computer-support staff, and an electronic plan review station to accept and review digital, electronic plan submittals. SFA uses both Bluebeam and Adobe Acrobat format.

#### **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.

**Turn Around Times** for residential and commercial, new construction, additions and remodels will be as follows: The deadlines are the time by which a project is completed, typed and shipped to allow a day shipping time. SFA has met and frequently exceeds our turn around times.

<b><u>Type of Job</u></b>	<b><u>Turn Around Time First Check</u></b>	<b><u>Turn Around Time Re-Check</u></b>
<b>Residential:</b>		
New Construction	10 Working Days	5 Working Days
Addition	10 Working Days	5 Working Days
Remodel	10 Working Days	5 Working Days
<b>Non-Residential:</b>		
New Construction	10 Working Days	5 Working Days
Addition	10 Working Days	5 Working Days
Remodel	10 Working Days	5 Working Days

Extremely large or complex projects as agreed upon by Building Official.

SFA prides ourselves on meeting the needs of our client agencies.

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



## **Section 3 - Methodology/Approach**

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### **Quality Control**

Quality control is achieved by internal policies and a philosophy which recognizes the benefits of a work product that is recognized as professional, consistent, service-oriented, technically accurate, and tailored to each client agency's needs. In addition to our listed policies and procedures, SFA has instituted four internal practices: 1) Regular staff meetings with all plan check staff; 2) Continuing education for all staff through seminars and webinars; and 3) Employ a philosophy of retaining experienced staff with long tenure.

### **Conflict of Interest**

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

### **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 reviews, the applicants are contacted by telephone and are given the option of either having their plans mailed to them or being able to pick them up in person. When they resubmit corrected plans, they are also given the option of transmittal by UPS or OnTrack or coming in and going over any corrections in person. **Meetings in our office are handled without interruption in one of several private offices should the applicant desire to go over questions on the plans in person.** SFA uses UPS or OnTrack 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.
- **Meetings at City Hall or in the field may be attended by plan checker or the Project Manager, Scott Fazekas when requested by the Building Official.**

### ***Section 3 - Methodology/Approach***

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- Communication regarding corrections is offered via FAX or e-mail.
- Applicant Questionnaire are available after completion of each plan check and any comments received are forwarded to the City if the City so desires.
- 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 unnecessary project delays.
- SFA has standardized checklists which can also be used by applicants as a good design guide.
- **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.
- Recheck meetings in SFA's office for minor items or when complex issues arise.

## **Section 4 - Qualifications/Experience**

### PERSONNEL QUALIFICATIONS

<u>Name</u>	<u>Qualifications</u>	<u>Type of Review Work</u>
<u>Principal</u>		
Scott R. Fazekas, President AIA, NCARB, CBO, CASp LEED AP	Registered Architect, CA, NCARB, Colorado Certified Building Official, I.C.C. Certified Plans Examiner, I.C.C./ Calbo Certified Building Inspector, I.C.C./ Calbo LEED Accredited Professional, LEED Certified Access Specialist, CASp	Building & Structural, Plumbing, Mechanical, Electrical, T24 Energy, Accessibility
<p>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 33 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 also serves in the capacity of Building Official and stays abreast of changing regulatory trends.</p>		
<u>Associates</u>		
Ganesh Rao, S.E.	Registered Structural Engineer, CA Registered Professional Engineer, CA Certified Plans Examiner, I.C.C./ Calbo	Building & Structural, Plumbing, Mechanical, Electrical, T24 Energy, Accessibility
<p>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. He has worked for SFA for 19 years.</p>		
Vic Penera, S.E.	Registered Structural Engineer, CA Certified Plans Examiner, I.C.C. California Structural Engineers Association of Southern California; American Society of Civil Engineers; International Conference of Building Officials	Building & Structural, Plumbing, Mechanical, Electrical, T24 Energy, Accessibility
<p>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. He has worked for SFA for 18 years.</p>		

## Section 4 - Qualifications/Experience

Brett Archibald, P.E.	Registered Civil Engineer, CA Certified Plans Examiner, I.C.B.O/ I.C.C. Certified Mechanical Inspector, I.C.C. Certified Plumbing Inspector, IAPMO International Code Council American Society of Civil Engineers Build It Green Certification, CA Certified Access Specialist, CASp	Building & Structural, Plumbing, Mechanical, Electrical, T24 Energy, Accessibility
Brett Archibald has 15 years experience in residential and commercial plan review.		
Peter Tang, P.E.	Licensed Civil Engineer, CA	Building & Structural, Plumbing, Mechanical, Electrical, T24 Energy, Accessibility
Peter Tang joined SFA after having spent sixteen years in structural design. His expertise in wood-framed structures and rack design has made him a valuable resource. Peter has 14 years experience in residential and commercial plan review.		
Russ Helmick	Certified Building Official, I.C.C., 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)	Electrical
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.		

**Section 4 - Qualifications/Experience**

<u>Name</u>	<u>Qualifications</u>	<u>Type of Review Work</u>
Scott Berry, P.E.	Registered Professional Engineer, CA Certified Plans Examiner, I.C.B.O./ I.C.C.	Building & Structural, Plumbing, Mechanical, Electrical, T24 Energy, Accessibility
Scott Beery has 11 years municipal plan review experience. His structural design experience has covered residential, schools and a variety of commercial structures including timber, steel, concrete and masonry construction materials.		
Sam Melieka, P.E.	Licensed Civil Engineer, CA	Building & Structural, Plumbing, Mechanical, Electrical, T24 Energy, Accessibility, Residential
Sam Melieka joined SFA in 2013. He performs comprehensive residential plan reviews. His experience is primarily in residential structures, both single and multi-family structures.		
Li Ming Chen, P.E.	Licensed Civil Engineer, CA Certified Plans Examiner, I.C.C.	Building & Structural, Plumbing, Mechanical, Electrical, T24 Energy, Accessibility
Li Chen joined SFA in 2015 and prior to that he worked for the City of Irvine for 31 years as a Plan Check Engineer. He has experience performing comprehensive reviews for a wide scope of residential and commercial projects.		

Resumes of SFA staff that will be working on the City of Beaumont's projects, follow this Section.

## **Section 4 - Qualifications/Experience**

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### **SFA'S EXPERIENCE**

SFA currently provides building safety services for the following jurisdictions:

Arcadia	Irvine	Ontario	Lake Elsinore
Beaumont	Montebello	Palm Desert	San Clemente
Cathedral City	Norwalk	Pasadena	Santa Ana
Costa Mesa	La Habra Hts	Tustin	San Fernando
Westminster	Vista		

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.

# RESUMES

## **SCOTT R. FAZEKAS**

### **EDUCATION**

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

### **PROFESSIONAL REGISTRATION**

Licensed Architect, California, Colorado, Nevada, NCARB

### **CERTIFICATION**

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

### **EXPERIENCE**

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

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

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

### **PROFESSIONAL AFFILIATIONS**

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



**EDUCATION**

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

**PROFESSIONAL REGISTRATION**

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

**EXPERIENCE**

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

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

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

# VICTOR A. PENERA

## EDUCATION

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

## PROFESSIONAL REGISTRATION

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

## EXPERIENCE

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

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

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

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

## PROFESSIONAL AFFILIATIONS

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

## **SCOTT D. BEERY**

### **EDUCATION**

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

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

### **PROFESSIONAL REGISTRATION**

Licensed Professional Civil Engineer, California

### **CERTIFICATION**

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

### **EXPERIENCE**

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

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

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

**EDUCATION**

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

**PROFESSIONAL REGISTRATION**

Licensed Civil Engineer, California, C-59691

**EXPERIENCE**

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

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

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

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

## **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 14 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**

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

**PROFESSIONAL REGISTRATION**

Licensed Civil Engineer, California

**CERTIFICATION**

Certified Plans Examiner, I.C.C.

**EXPERIENCE**

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

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

**PROFESSIONAL AFFILIATIONS**

I.C.C.

**EDUCATION**

Bachelor of Science in Civil Engineering, California State Polytechnic University, 2011

**PROFESSIONAL REGISTRATION**

Licensed Civil Engineer, California

**EXPERIENCE**

Mr. Melieka joined Scott Fazekas & Associates, Inc. in 2013. He works independently performing comprehensive residential plan reviews including structural, fire-life safety, T-24 energy, accessibility when applicable, CalGreen and PM & E scope. He is our liaison with the City of Irvine doing data entry in the City's computer and delivering and routing plans internally at City Hall.

Prior to 2013, Mr. Melieka provided engineering design for a private firm for six years and drafting services for eight years. His experience was primarily in residential structures; both single and multi-family structures and tenant improvements.

**PROFESSIONAL AFFILIATIONS**

I.C.C.

Calbo

## **Section 5 - References**

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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 ARCADIA**  
Reference: Don Stockham, Building Official  
(626) 574-5420  
Service: Plan Review (Services Provided Since 5/1/1999)

Agency: **CITY OF CATHEDRAL CITY**  
Reference: Albert Jimenez, Building Official  
(760) 202-2405  
Service: Plan Review (Services Provided Since 4/1/2002)

Agency: **CITY OF COSTA MESA**  
Reference: Issam Shahroui, P.E., Phd, CBO, Building Official  
(714) 754-5604  
Charles Chamoun, Chief Plans Examiner  
(714) 754-5614  
Services: Plan Review (Services Provided Since 1996)

Agency: **CITY OF IRVINE**  
Reference: Joe Kirkpatrick, S.E., Building Official  
(949) 724-6453  
Services: Plan Review (Services Provided Since 11/1/1996)

Agency: **CITY OF LAKE ELSINORE**  
Reference: Bill Belvin, CBO, Building Official  
(951) 674-3124, #286  
Service: Plan Review (Services Provided Since 8/1/1996)

Agency: **CITY OF LA HABRA HEIGHTS**  
Reference: Jarad Hildenbrand, City Manager  
(562) 694-6302, #227  
Service: Plan Review  
Building Official (Services Provided Since 1/31/2010)

Agency: **CITY OF NORWALK**  
Reference: Tony Weimholt, CBO, Building Official  
(562) 929-5739  
Service: Plan Review (Services Provided Since 3/31/1997)



## **Section 5 - References**

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Agency: **CITY OF ONTARIO**  
Reference: Kevin Shear, CBO, Building Official  
(909) 391-2546 ext. 4330  
Service: Plan Review (Services Provided Since 10/1/1999)

Agency: **CITY OF PASADENA**  
Reference: Sarkis Nazerian, CBO, Building Official  
(626) 744-7571  
Service: Plan Review (Services Provided Since 1/1/1998)

Agency: **CITY OF SANTA ANA**  
Reference: Gerald Caraig, P.E., CBO, Building Official  
(714) 647-5896  
Service: Plan Review (Services Provided Since 11/1/2005)

Agency: **CITY OF TUSTIN**  
Reference: Elizabeth Binzack, Community Development Director  
(714) 573-3031  
Service: Plan Review  
Building Official (Services Provided Since 2/1/1998)

Agency: **CITY OF PALM DESERT**  
Reference: Russell Grance, Building Official  
(760) 776-6420  
Service: Plan Review (Services Provided Since 9/1/2007)

## ***Section 6 - Proposed Fees***

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### **BUILDING PLAN REVIEW**

SFA proposes to charge seventy-five percent (75%) of the City's Building Plan Check Fee. This is based on using the City's Chart of Building permit Fees Based on Valuation of Project and the most currently available Valuation Data Chart published by ICC. When valuation is not clear it shall be as determined by the Building Official. No additional charges would occur for rechecks until the 4<sup>th</sup> review unless the plans were deemed incomplete or were revised to the extent that the City would also be collecting additional fees. Such hourly charges would be based on a \$110.00/hour rate.

Additional related services required by the Building Official would be charged at an hourly rate which is mutually agreed upon in writing by both parties.

## ***APPENDIX***

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### **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.

This coverage has been in place without interruption since incorporation in 1996 and will remain in force at the time of contract execution.

**EXHIBIT "B"**

**RFP**



**Website:**  
[www.ci.beaumont.ca.us](http://www.ci.beaumont.ca.us)

**Address:**  
550 E. 6<sup>th</sup> Street  
Beaumont, CA 92223

**Phone:**  
951.769.8520

# Request for Proposals for Building & Safety Plan Check Services

**Proposals Due By:**

12:00 pm  
April 4, 2018

**Contact:**

Rebecca Deming  
Community Development Director  
[rdeming@ci.beaumont.ca.us](mailto:rdeming@ci.beaumont.ca.us)  
951-769-8518

**RFP Available Online:**

[www.publicpurchase.com](http://www.publicpurchase.com)

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## Introduction

The City of Beaumont (“City”) Community Development Department requests written responses to a Request for Proposal (RFP) for selection of a qualified firm (“Consultant”) to provide Building & Safety Plan Check Services on behalf of the City’s Building & Safety Department.

The Consultant will be responsible for Building Plan review of structural, electrical, plumbing, mechanical, and disabled access. The City adopted and enforces the current California Building Codes with additional Municipal Code requirements for plan review of permitted residential and non-residential projects. The City is seeking qualified firms for enforcement of said codes.

The successful Consultant will have demonstrated expertise in plan review, turnaround time, and accurate corrections based on the current adopted codes.

## Background

Founded at the turn of the 20th century, Beaumont is proud of its rich history and rural charm. The town served as a welcome “stopping-off point” for early travelers making their way from the Mohave desert to Los Angeles, and later for L.A. residents eager to vacation in Palm Springs. Some, however, set down roots, drawn by the beautiful mountain vistas; clean, crisp air; and the abundance of cherry and apple orchards. The City is located in the western portion of Riverside County and is bounded on the west by Calimesa and unincorporated areas, on the north by the unincorporated County areas (Cherry Valley), on the south by unincorporated County areas and the City of San Jacinto, and on the east by the City of Banning. The land area within the City’s boundaries is approximately 26 square miles.

Beaumont provides the very best of rustic, rural beauty and charm, combined with the planned growth, abundant recreational opportunities, and rich community life offered by the finest Southern California cities. The progressive city of over 45,000 people, sits at 2,612 feet in elevation between Riverside and Palm Springs in the Inland Empire. The city contains 16 city parks, including a 20-acre sports park and a municipal pool, as well as an extensive trails system. The Beaumont School District, with 10 schools, has an outstanding reputation, and it ranks highly in the Pass Area. The city is rounded out with various local service clubs, a new state of the art community recreation center, a library, two four-star golf courses, and multiple churches.

The City interacts with numerous other government agencies, including but not limited to the California Department of Parks and Recreation, the California Department of Transportation, the County of Riverside, and the Santa Ana Regional Water Quality Control Board.

## The City Government

The Beaumont City Council is comprised of five Council members, each sharing equal voting powers on all items coming before the Council. Council members are elected to at-large



positions for four-year terms, with elections held in November of even-numbered years. The City Council meets annually to select one of its members to serve as Mayor and another to serve as Mayor Pro Tem for one year but no more than two consecutive years.

The City Council provides legislative and policy direction to the City Manager, who implements their decisions to direct the activities of the City. The City Council responds to issues and concerns of the community by allocating resources, developing policies, and formulating strategies that support the vitality and economic viability of the City. All of their decisions must be made at public meetings.

The City Council appoints the City Manager and City Attorney and members of all advisory boards, commissions, and committees. The City Council also serves as the Board of Directors for the Beaumont Financing Authority, Beaumont Utility Authority, Beaumont Conservation Authority, and Beaumont Successor Agency.

## Scope of Services

Consultant shall provide services as described in this Scope of Services and the manner in which they are performed will be in accordance with specific requirements of the City's Building Official.

1. Review Plans for compliance with applicable model codes
2. Review plans for compliance with any state or locally mandated regulations for energy conservation and disabled access.
3. Preparation of written corrections submitted to the City and applicant.
4. Recheck and approval of the final plans after all corrections have been incorporated in the plans.
5. Submittal of approved plans and supporting documents to the City.
6. Additional staffing services when so assigned or requested by the City's Building Official.

### **Building Plan Review**

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 Code, Plumbing and Mechanical Code, and Electrical Code. The scope of review may be subject to the direction of the City's Building Official.

**State Energy Regulations**

Provide energy calculation review in accordance with the energy law requirements. Consultant will incorporate the proper documents in the plans for use by both the inspector and the builder, facilitating improved field regulations and quality of end product.

**State Noise Ordinance**

Provide 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 noise contour maps are submitted, plan check as to whether or not the buildings are subject to such regulations.

**Federal Flood Plain Regulations**

The applicability of federal flood plain regulations shall be checked and addressed during the plan review stage. This alerts the developer at the earliest possible time in order for advance planning.

**Soils Engineering**

Respond 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. Consultant will review soils reports and verify implementation of their design recommendations and parameters into structural design of the building as part of the building plan review. When subject to Flood Plain or Liquefaction Zone criteria, consultant will review for such compliance when so directed by the City's Building Official.

**Certified Access Specialist**

Consultant shall provide CASp certified plan check services including Disabled Access Regulations in Chapter 11-B and Multi-Family Disabled Access Regulations in Chapter 11-A as required under Senate Bill 1608. Consultant must have a CASP certified staff member to perform these portions of the plan checks. Consultant will be required to interpret and enforce state law and review requests for "Unreasonable Hardship" applications and recommend action should the City so desire.

**General Assistance**

Consultant will aid the City with general information and departmental assistance when needed in addition to providing plan check review services.

**The selected consulting firm must be prepared to effectively address the following:**

- A. Assist City staff in managing the plan check services for residential and non-residential projects, regular interface with City staff and other City consultants, and attendance at meetings as necessary when work is in progress.





- B. Communicate, cooperate and team with City staff and other City consultants as necessary.
  - C. Demonstrate the depth and breadth of the firm to provide a full range of plan check services capable of meeting the needs of any given private development or City initiated project.
  - D. Provide strong emphasis on the management of multiple projects and competing priorities while maintaining quality, meeting schedules and staying within budget.
1. Subconsultants may be utilized as necessary. The City must approve all subconsultants and does not permit the use of subconsultants that have not been approved by the City.

### Tentative Timeline

TIMELINE	DATE
Request for Proposals Released	March 2, 2018
Last Day to Submit Questions for Clarification	March 14, 2018 @ 5:00 pm
City’s Responses to Questions Due to Vendors	March 21, 2018
Deadline for Submission of Proposals	April 4, 2018 @ 12:00 pm
Consultant Interviews	Week of April 30, 2018
City Council to Award Agreement	June 5, 2018 Council Meeting

### Additional Responsibilities

The Consultant shall be responsible for completing the specified services in accordance with the City’s Professional Services Agreement (Exhibit A).

### Proposal Format

Firms are encouraged to keep their proposals brief and relevant to the specific information requested herein. Proposals should be straightforward, concise and provide “layman” explanations of technical terms that are used.

Proposals must be presented in a format and order that corresponds to the numbering and lettering contained herein with minimal reference to supporting documentation so that proposals can be accurately compared. All proposals shall include the following:

- A. Cover Letter: Maximum of two pages serving as an Executive Summary which shall



include an understanding of the scope of services. The RFP shall be transmitted with a cover letter that must be signed by an official authorized to bind the consultant contractually. That letter accompanying the RFP shall also provide the name, title, address, email, and telephone number of individuals with the authority to negotiate and contractually bind the consultant. The cover letter constitutes certification by the consultant, under penalty of perjury, that the consultant complies with nondiscrimination requirements of the State and Federal Government. An unsigned proposal or one signed by an individual unauthorized to bind the consultant may be rejected.

- B. Introduction/Information: Introduction of the service proposal, including a statement of understanding for the types of services contemplated. Provide a discussion on how the objectives of the scope of services will be accomplished. Provide the name of the firm submitting the proposal, its mailing address, telephone number, and the name of the individual to contact if further information is required. Any participating firms and proposed sub-consultants shall be identified and included in the proposal (all sub-consultants must be approved by City prior to signing the agreement with City).
- C. The Firm's Approach to delivering the scope of services. Provide a description of the firm's approach to communicating effectively with City staff and officials, other jurisdictional stakeholders, and the public, to facilitate successful delivery of assigned tasks. Include a copy of firms residential and non-residential plan check correction lists.
- D. Firm Profile: Provide a description of the firm, including number of professional personnel, taxpayer identification number, years in business, office location(s), organizational structure (e.g., corporation, partnership, sole practitioner, etc.), areas of particular expertise, etc.
- E. Location of principal office that will be responsible for the implementation of this contract.
- F. Resume of the Lead Consultant.
- G. Key Personnel: Provide a summary description of the key personnel who will be involved in this project, their roles and responsibilities, and their experience in similar past projects. The proposal must name a project manager. In addition to this summary, full resumes should be provided.
- H. References: Three (3) to five (5) references for similar services within the last three (3) years, which include: name, address, contact person and phone number of the company, length of time services were provided, and a description of the services provided.



- I. Scope of Services: Provide a description of the tasks, sub-tasks, and deliverables that will be provided. The Scope of Work Program should be presented in a logical format that can be easily attached to the Professional Services Agreement.
- J. Cost: Cost proposal (including hourly rate) shall be submitted. As part of your proposal, provide both a percentage of the plan check fee collected and an hourly rate for all other plan checks. Please include hourly rates for additional staffing services if available.
- K. Term: The firm shall propose their requested Contract Term period for review by the City in the proposal. The City reserves the right to amend the proposed term prior to the award of contract.
- L. Any other information which should be considered, such as any special services or customer service philosophy which define your firm's practice. Please include your firm's success in securing funding as well as other meaningful outcomes related to the proposed scope of services.
- M. The firm will be required to have professional liability insurance including liability at a minimum of one million per occurrence, worker's compensation, and vehicle coverage including comprehensive and collision insurance naming the City of Beaumont as additional insured. The proposal shall state whether such insurances will be in force at time of contract execution.

## Submittal

Six (6) bound copies, one (1) unbound copy and one (1) color digital PDF copy of the proposal must be submitted no later than 12:00pm, Wednesday, April 4, 2018. Postmarks and faxes are not acceptable. Proposal must be titled "RFP for Building Plan Check Services." Proposals and questions regarding this RFP shall be directed in writing to:

Rebecca Deming  
Community Development Director  
City of Beaumont  
550 E. 6th Street  
Beaumont, CA 92223

No postmarked proposals will be accepted. Once submitted, proposals, including the composition of the consulting staff, cannot be altered without prior written consent of the City.

All costs associated with preparation of any proposal shall be the sole responsibility of the proposer. Each proposal shall be limited to a maximum of 25 pages (not including resumes),



using minimum 12-point font size. Electronic copies of the proposal will not be accepted.

**\*DUE DATE FOR QUESTIONS IS Wednesday, March 14, 2018, AT 5:00pm.**

All questions shall be submitted on PublicPurchase.com. Answers will be posted on the same website to allow all users to review the City's responses to all questions within one week of the question due date.

## Confidentiality

Prior to the proposal submittal deadline, all proposals will be designated confidential to the extent permitted by the California Public Records Act. After the proposal submittal deadline, all responses will be regarded as public record and will be subject to review by the public. Any language purported to render confidential all or portions of the proposals will be regarded as non-effective and will be disregarded.

## Amendments to Request for Proposals

The City reserves the right to amend the RFP by addendum prior to the final proposal submittal date.

## Non-Commitment to City

The City may, in its sole discretion and without any obligation to act reasonably, reject any and all proposals, waive informalities and minor irregularities in any proposal reviewed, negotiate with any entity submitting a proposal, extend deadlines, and/or request additional information. The City may reject any proposal that does not conform to the instructions provided in this RFP. Additionally, the City reserves the right to negotiate all final terms and conditions of any proposal received before entering into final contract.

## Term

The term of the agreement shall be determined upon need of services and consistent with the City's policies. The initial period of the contract is for one year, with extensions as approved by City Council, subject to agreement terms and the Beaumont Municipal Code.

## Conflict of Interest

The Consultant shall disclose any personal or professional financial, business, or other relationships with the City that may have an impact on the outcome of this contract or any resulting project. The consultant shall also list current clients who may have a financial interest in the outcome of this contract.



## Proposal Evaluation/Selection

The City intends to engage the most qualified consultant available that demonstrates a thorough understanding of the City’s needs. City staff will use the following criteria to evaluate the proposals:

Criteria	Points
Understanding of the Scope of Services	5
Demonstrated Professional Skill and Credentials	5
Related Experience	20
Quality of Proposal	10
Approach to Performing this Type of Service	10
Familiarity with City, County, and State Procedures	10
References/Satisfaction of previous clients	20
Costs of Services	20
<b>Total</b>	<b>100</b>

The City may request a qualification interview with the highest ranked consultant(s) prior to determining the final ranking. This selection will be conducted according to the City’s adopted procedures. The City reserves the right to reject any and all proposals.

## Exhibits

- A. Sample Professional Services Agreement