

## AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR

THIS AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of the 16<sup>th</sup> day of May, 2023, 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 2 Corporate Park , Suite 206, Irvine, CA 92606 (“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 professional services for Building and Safety Plan Check 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 incorporated herein by this reference; 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) year(s) 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 and Safety Plan Check Services per Exhibit “A”. Services are to be performed on a non-exclusive, indefinite quantity basis, as requested by City. City shall have no obligation to secure any specified amount of Services from CONTRACTOR. All Services shall be performed in the manner and according to the timeframe set forth in the Proposal. CONTRACTOR designates Mr. Scott R. Fazekas as CONTRACTOR’S professional(s) 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 shall pay CONTRACTOR for services performed in accordance with compensation rates set forth in Exhibit A, Proposal. CONTRACTOR 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 that purport to bind the CITY 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. Attached hereto as **Exhibit "B"** are copies of Certificates of Insurance and endorsements as required by Section 7.02. 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 \$2 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 as set forth herein. 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.

8A. Indemnification Design Professionals.

8A.01 In the event that CONTRACTOR is a design professional under California Civil Code Section 2782.8 this Section 8A shall apply instead of Section 8. To the fullest extent permitted by California law and in accordance with California Civil Code section 2782.8, CONTRACTOR shall indemnify, and hold harmless the City, its officers, employees, trustees and members ("Indemnified Parties") from any and all actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, attorney's and consultants' fees and causes of action including, but not limited to those for, injury to property or persons, including personal injury and/or death ("Claim(s)"), to the extent that the Claim(s) arises out of, pertains to, or relates to the negligence, recklessness, or willful misconduct of CONTRACTOR, its directors, officials, officers, employees and consultants arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement. This indemnity excludes liability caused by the negligence or willful misconduct of any of the Indemnified Parties. The cost to indemnify, hold harmless, and defend charged to CONTRACTOR shall not exceed CONTRACTOR'S proportionate percentage of fault.

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. The parties agree that venue in any litigation between them shall be in Riverside County, 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.

13.09 Severability. If any portion of this Agreement is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the entire balance of this Agreement not so affected shall remain in full force and effect.

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: 

Julio Martinez, III  
Mayor

**CONTRACTOR:**

SCOTT FAZEKAS & ASSOCIATES, INC.

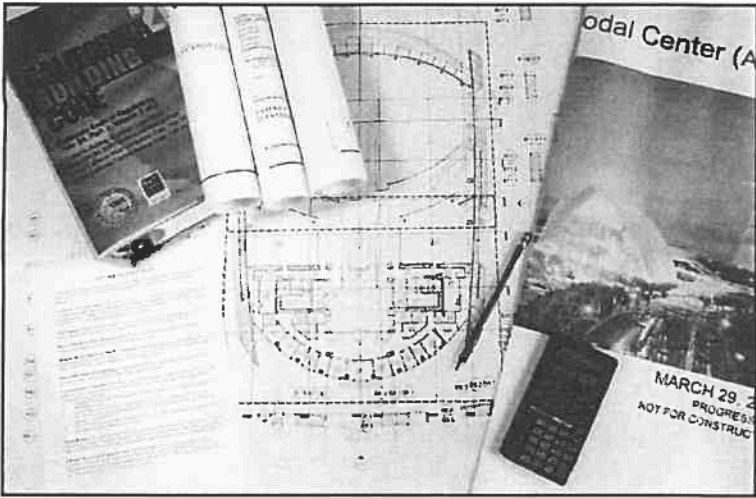
By: 

Print Name: Scott R. Fazekas

Title: President/C.F.O.

**EXHIBIT "A"**  
**PROPOSAL**

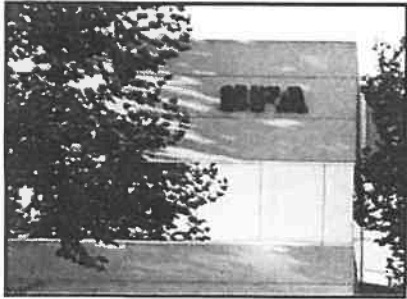
**PROPOSAL  
FOR  
BUILDING AND SAFETY PLAN CHECK SERVICES**



**City of Beaumont  
March 23, 2023**



**Scott Fazekas & Associates, Inc.**



## TABLE OF CONTENTS

	Page
A. COVER LETTER	1
B. INTRODUCTION/INFORMATION	2-3
C. APPROACH TO DELIVERING THE SCOPE OF SERVICES	4-8
D. FIRM PROFILE	8
E. LOCATION OF PRINCIPAL OFFICE	9
F. PROPOSED TEAM & EXPERIENCE	9-21
G. REFERENCES	22-23
I. SCOPE OF SERVICES	24
J. COST PROPOSAL (SUBMITTED UNDER SEPARATE COVER	
K. CUSTOMER SERVICE PHILOSOPHY	25
M. PROFESSIONAL LIABILITY INSURANCE	25

**A. COVER LETTER**

March 23, 2023

City of Beaumont  
c/o Grace Wichert  
550 E. 6<sup>th</sup> Street  
Beaumont, CA 92223

**Subject: Proposal for Building & Safety Plan Check Services**

Dear Ms. Wichert:

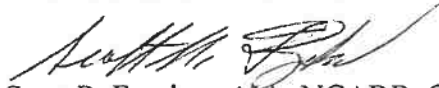
Scott Fazekas & Associates, Inc. (SFA) appreciates the opportunity to submit this Proposal to the City of Beaumont to provide Building Plan Check Services. We have reviewed the RFP and acknowledge the terms and conditions.

This Proposal will outline in detail how SFA meets and exceeds all of the City's needs for Plan Review Services. **SFA exclusively serves municipalities to avoid any conflicts of interest and specializes in plan review to maintain the highest quality services in the industry.** Our goal and track record is, and has been, to meet the needs of our client agencies as an extension of our client Building Safety Divisions through timely performance, organized systems, quality control, high staff morale, teamwork, and highly credentialed, experienced and trained staff.

SFA's owner and manager, **Scott Fazekas is authorized to sign this Proposal and will personally commit to providing services which will meet and exceed the City's expectations.** SFA hopes to be considered to continue providing building plan review services which will allow us the opportunity to show you what a valuable asset SFA can continue to be for the City of Beaumont. SFA has added the option of Fire Plan Review if such services also are required in the future.

Sincerely,

SCOTT FAZEKAS & ASSOCIATES, INC.



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

## **B. INTRODUCTION/INFORMATION**

### **ABOUT THE COMPANY**

Since SFA specializes in providing plan review services and we feel that our company can truly be an extension of your building department. Our experienced staff of many years with the ability to tailor the requirements of each city to their specific needs makes our company unique.

Scott Fazekas & Associates, Inc. (SFA) is a California Corporation founded by Scott Fazekas in June 1996. We are located at 2 Corporate Park, Suite 206, Irvine, CA 92606. Phone number 949-475-2901. Our e-mail address is sfairvine@aol.com. SFA was formed to offer building safety services exclusively to governmental agencies. Mr. Fazekas started and managed identical services for a consulting firm over the 11 years prior to forming SFA, with 12 years of prior municipal building safety experience as a City employee. He began his building safety career over 50 years ago in 1972 with the City of Newport Beach Building Department. Scott Fazekas is the contact person for further information and will be the primary contact for all services provided. SFA has 15 employees.

SFA appreciates our client's concern for high quality performance and precise communication when utilizing the services of a consultant. Close interaction with the client is considered an essential part of our consulting services. Our commitment to a thorough understanding of the codes and the intent with which they were written permits consistent and proper enforcement while meeting the expectations of the City and earning the respect of the public.

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

### **KEY SFA ATTRIBUTES**

- **Exclusively serving municipalities** for zero conflict of interest.
- **Fast turnaround times:** 10 working days for initial review; 5 working days for rechecks. Large projects as agreed upon with City but not to exceed four weeks.
- **Paper or Electronic** plan submittal and review options.
- **Small Business Certified** by State of California GSA
- **Experience of individual plan check staff** in this field.
- **Excellent references** by numerous municipalities.
- E-mail of correction lists to City for timely communication.
- **Quality Control measures practiced** to insure a quality work product.
- Municipal experience in building and fire departments and familiarity with all internal and external agency and division needs.

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.

## **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 or building official 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 be objective in the enforcement of regulations.**

The owner, Scott Fazekas, will be, actively involved with insuring that quality services are delivered to City of Beaumont, and will be the primary contact for all communication with the City.

## C. APPROACH TO DELIVERING THE SCOPE OF SERVICES

### PROJECT APPROACH

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

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

### OVERALL PROCESS & SCOPE

Scott Fazekas & Associates, Inc. (SFA) proposes to provide start to finish comprehensive plan review services as-needed when assigned by the City of Beaumont. All of our plan check staff are located in our Irvine office. Plans will be electronically received when notified by the City that they have sent a link and the application paperwork.

During the review process, once the initial review or resubmittal is plan checked, the review comments are emailed to the City permit technicians at [permits@beaumontca.gov](mailto:permits@beaumontca.gov). SFA's plan check engineers are available to the applicants by phone, e-mail, in person or virtual meeting via Zoom or Teams to discuss any questions prior to resubmittals.

When the applicant and/or design team have resolved corrections through the resubmittal and recheck process and have shown compliance with all applicable codes, ordinances, state and federal laws and City Policies and Interpretations, SFA will return a Transmittal with the electronic approved plans, stamped and signed by SFA, to the City.

**Plans are reviewed in ten(10) working days for initial and five (5) working days for rechecks, respectively.** SFA has worked with our client cities on numerous projects which required preliminary meetings, condensed schedules, phased reviews and tight goals on permit issuance deadlines.



## **ADDITIONAL SCOPE PROVIDED BY SFA**

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

**Preliminary meetings** either virtually on Zoom or Teams, at City Hall or on the job site are offered by SFA. These meetings are offered at **no additional cost to the City.**

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

## **SFA's OFFICE**

**All of SFA's plan review services are based in our Irvine office. Having all of our staff in one office location enhances quality control through:**

- Creating a team information sharing environment,
- Single location of all staff for meetings to train and discuss uniformity
- Central location for tracking plans, entering data, typing Corrections, handling phones and shared virtual meetings
- No sharing of plan assignments occurs by electronic transfer of plans to other offices

## **DETAILED WORK PLAN**

### **COMMUNICATION WITH APPLICANTS**

SFA has multiple mediums with which to communicate with applicants during the process. The method selected is intended to be the most convenient, timely, efficient, inclusive to all relevant parties, and which medium the design team has available to them. SFA lists the communication tools currently being utilized in our daily operations:

- Zoom or Teams meetings
- Conference call dial-ins
- Combination of Blue beam shared on-line viewing with conference call to discuss plans.
- On-site meetings
- Meeting attendance at City Hall
- Phone
- Fax
- E-mail and pdfs

## PLAN ASSIGNMENT/ROUTING

When plans are received either initially or for recheck, the plans are promptly routed to the plan check engineer with an assignment tag and the due date, so the engineer can schedule their time accordingly. All plan check engineers are paid hourly instead of salaried so they receive pay for all overtime at a rate of 1.5 times regular payroll. No pre-approval is required. This overtime pay system allows them to put in extra time when needed in order to **always meet the deadline**. **A Daily Turnaround Report is run and reviewed by management to verify that all deadlines have been met or exceeded.** By assigning work to the engineers quickly, offering automatic overtime pay and reviewing performance reports, SFA consistently meets our deadlines and will do so for the City of Beaumont.

## PLAN REVIEW DOCUMENT VERIFICATIONS

The plan reviews also consist of checking the Application against the plans to verify accuracy and consistency of the description, valuation, square footage, construction type, use, and occupancy. In order for the plan checks to reflect the City's specific administrative preferences, policies, interpretations and routing protocols, SFA has a customized City of Beaumont Correction List Text which insures that specific requirements are not missed. SFA will also maintain a summarized outline of the City's Ordinance requirements and administrative policies that each plan check engineer references. It can be amended at any time by the Building Official by an e-mail or phone call. This enhances plan reviews that are consistent and in accordance with directives of the City's Building Official.

## CORRECTION LIST FORMAT

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

## ELECTRONIC TOOLS

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

- SFA has (7) Seven electronic plan review stations. Each has dual 43" screens with 4K resolution. Bluebeam Revu is our primary software which the plan check engineers prefer to use. Adobe Reader is also available. We also have a digital security stamp through Bluebeam which uses Sectigo Security to allow us to lock plans to prevent tampering. SFA can accept plans from any City format by simply providing us a link to download into our system.

- Our plan check correction lists are typed using Microsoft Word and the Correction lists are sent via e-mail to the City.
- Municipal permit tracking systems used by cities for which we do electronic plan reviews have been Bluebeam, Accela, E-Plan Soft Review (EPR) Sire and EnerGov.
- All e-mail correspondence is sent in either electronic file or as pdf format depending on the document type and City preference using Microsoft. When required in another format, it can be saved in another requested format before sending.
- SFA has developed a sophisticated Plan Log System that tracks plans, lists Application and Correction data, develops invoicing, and provides reports for performance data.

## **QUALITY CONTROL**

### **PROJECT MANAGEMENT**

Scott Fazekas as the owner and President of SFA, is actively involved with all staff and is the primary contact between City staff and SFA staff, insuring that all of the City's needs and expectations are met.

All plan check engineers are licensed professionals experienced and in comprehensive plan reviews and handle each plan review as their own project manager. All plan check engineers communicate and consult with other staff for consistency or when an individual has specialized expertise in a special technical subject. All of the administrative staff are cross-trained in all functions of phones, filing, word processing, providing project status, logging and routing plans, etc. . .

### **SCHEDULING AND TRACKING**

SFA's plan log program has been specifically written to manage every step of the plan review process for SFA. Some of the specific program features are flawlessly tracking both routing and review status. It features the ability to provide status reports, statistical reports, performance and management reports. This is available to the City as requested. Our Reports show:

- Dates received, reviewed, checked, method of delivery.
- Plan Check Engineer's name, contact information, where and how to respond and resubmit for recheck
- Correction Lists
- Special Notes to flag unique project-specific items.

Every work day by mid-day a report which was run the previously night of work due is checked to see if the plans due out that day have had a correction list typed or approved status given. If any plan due out is still not accounted for the plan checker is prompted to see if he has this project completed so as not to miss any deadlines. We also do a weekly report internally that reviews the completion and due dates of all active projects completed during that week to insure that all deadlines were met.

## **CITY ROLE**

It is the ultimate goal of SFA to make the effort by City staff to be zero, or at least very minimal regarding the start-to-finish plan review process. The City uses a consultant to relieve the City of that plan check assignment. Since SFA works at the pleasure and direction of the City, the City has the right to determine what, if any, involvement they have. SFA is simply an extension of the City staff as an as-needed resource. Some information that would help SFA perform plan review services more efficiently and which are already in place, would be as follows:

- Copies of Code Adoption Ordinance.
- Copies of any written Policies on Code Interpretations.
- Copies of any administrative policies on plan routing with applicants.
- List of City contacts, roles, phone numbers, etc. . . to allow efficient interfacing for communication and coordination between SFA and City staff.

## **CONFLICT OF INTEREST**

**SFA was established to provide services exclusively to municipal building departments.** This not only ensures that **no real or perceived conflicts of interest could occur** but also provides a specialized operation that is tailored to the exact needs of municipal building departments. The regulations, statutes, new and changing codes and increased pressure to meet shorter timelines, make specializing in plan review an asset to the City of Beaumont. **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.

### **D. FIRM PROFILE**

Scott Fazekas & Associates, Inc. (SFA) is a California Corporation founded by Scott Fazekas in June 1996. We are located at 2 Corporate Park, Suite 206, Irvine, CA 92606. Phone number 949-475-2901. It was formed to offer building safety services exclusively to governmental agencies. Mr. Fazekas started and managed identical services for a consulting firm over the 11 years prior to forming SFA, with 12 years of prior municipal building safety experience as a City employee. He began his building safety career 50 years ago in 1972 with the City of Newport Beach Building Department. Scott Fazekas is the contact person for further information and will be the primary contact for all services provided. SFA has 15 employees.

**E. LOCATION OF PRINCIPAL OFFICE**

Scott Fazekas & Associates, Inc. has one office located at 2 Corporate Park, Suite 206, Irvine, CA 92606. Telephone 949-475-2901. E-mail address [sfairvine@aol.com](mailto:sfairvine@aol.com). All plan reviews will be performed in this office.

**F. PROPOSED TEAM**

**ASSIGNED PERSONNEL**

<u>Name</u>	<u>Qualifications</u>	<u>Type of Review Work</u>
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**PRINCIPAL/PROJECT MANAGER**

<b>Scott R. Fazekas, President AIA, NCARB, CBO, CASp LEED AP</b>	Registered Architect, CA, NCARB Colorado, Nevada Certified Plans Examiner ICC/ Calbo Certified Building Inspector, ICC/ Calbo LEED Accredited Professional, LEED Certified Access Specialist (CASp) DSA Certified Building Official, ICC	Building & Structural Plumbing, Mechanical, Electrical T24 Energy, Accessibility
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**Scott Fazekas, as Principal and Project Manager 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 36 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 for two cities and stays abreast of changing regulatory trends.

**ASSOCIATES**

<b>Ganesh Rao, S.E.</b>	Registered Structural Engineer, CA Registered Professional Engineer, CA Certified Plans Examiner, ICC/ Calbo	Building & Structural Plumbing, Mechanical, Electrical T24 Energy, Accessibility
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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 21 years.

<u>Name</u>	<u>Qualifications</u>	<u>Type of Review Work</u>
<b>Vic Penera, S.E.</b>	Registered Structural Engineer, CA 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

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 20 years.

<b>Brett Archibald, P.E. CASp</b>	Registered Civil Engineer, CA Certified Plans Examiner, ICC Certified Mechanical Inspector, ICC 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
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Brett Archibald has 18 years experience in residential and commercial plan review. He has been with SFA for 18 years.

<b>Peter Tang, P.E.</b>	Licensed Civil Engineer, CA	Building & Structural Plumbing, Mechanical, Electrical T24 Energy, Accessibility
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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 18 years experience in residential and commercial plan review.

<b>Scott Beery, P.E.</b>	Registered Professional Engineer, CA Certified Plans Examiner, ICC	Building & Structural Plumbing, Mechanical, Electrical T24 Energy, Accessibility
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Scott Beery has 15 years of 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.

<u>Name</u>	<u>Qualifications</u>	<u>Type of Review Work</u>
<b>Kyle Tonokawa, P.E.</b>	Registered Civil Engineer, CA Certified Access Specialist CASp	Building & Structural Plumbing Mechanical, Electrical T24 Energy, Accessibility

Kyle Tonokawa joined SFA in 2018. He has plan checked and approved plans, design calculations and reports for various commercial and residential buildings and developments for compliance with the California Building Code, State Title 24 Accessibility, ADA and Energy requirements. He has 33 years of combined experience with L.A. City, Anaheim and Irvine Building Departments.

<b>Kam Chitalia, S.E.,CBO,CASp</b>	Registered Civil Engineer, CA Registered Structural Engineer, CA Certified Access Specialist CASp Certified Plans Examiner ICC	Building & Structural Plumbing Mechanical,Electrical; T24 Energy, Accessibility
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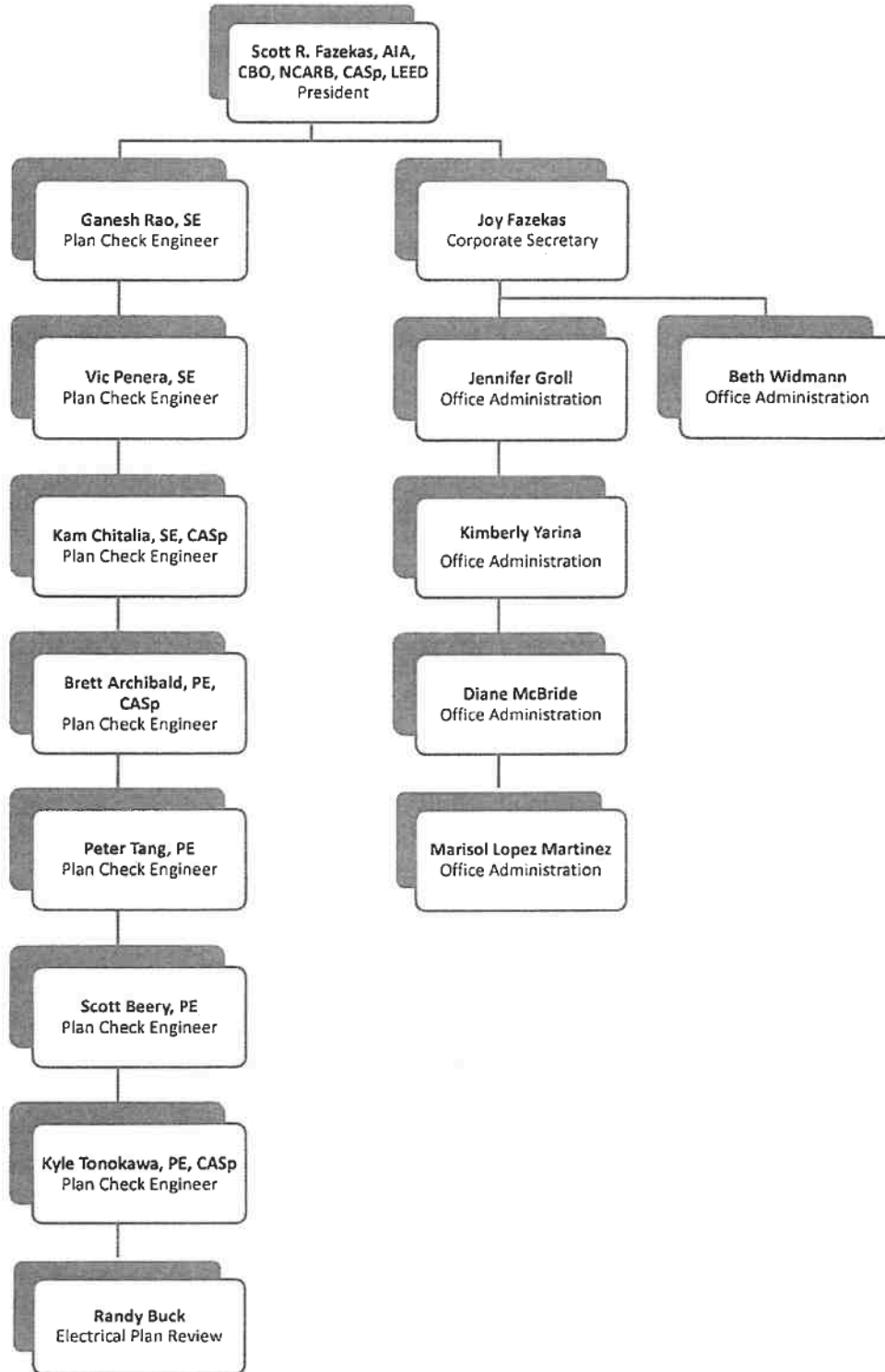
Kam Chitalia joined SFA in 2019. He has provides comprehensive plan check services for all of SFA's client agencies. His reviews include checking for compliance with all state and local codes, ordinances, regulations and city-specific policies. He has 32 years of building safety experience with City of Irvine and SFA and 5 years in the private sector in structural design.

<b>Randy Buck, Electrical Engineering</b>	IAEI Professional Member	Electrical Review
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Randy Buck provides specialized electrical plan review for all types of commercial and industrial and residential buildings. He worked as Chief Electrical Inspector and then Chief Inspector in the City of Costa Mesa and now works for SFA reviewing Electrical plans and consulting with the plan check staff on electrical code. Mr. Buck is a past President, International Association of Electrical Inspectors (IAEI). He currently teaches Electrical Code for Electrical Union.

Organization Chart and Resumes follow this page.

# Scott Fazekas & Associates, Inc.





	<p><b>SCOTT R. FAZEKAS, AIA, NCARB, CBO, LEED AP, CASp</b>  President / Principle in Charge</p>
<p><b>REGISTRATIONS:</b>  <i>Licensed Architect,  California (C-19012)</i></p> <p><i>Licensed Architect,  Nevada, Colorado</i></p> <p><b>CERTIFICATIONS:</b>  <i>LEED Accredited  Professional</i></p> <p><i>Certified Access  Specialist (CASp)  (DSA CASp-063)</i></p> <p><i>Certified Building  Official, ICC (808505-  CB)</i></p> <p><i>Certified Plans  Examiner, ICC, CBC  (808505-K-6)</i></p> <p><i>Certified Building  Inspector, ICC, CBC  (808505-K-1)</i></p> <p><b>EDUCATION:</b>  <i>BS, Architecture,  California State  Polytechnic University</i></p> <p><i>Supplementary  Structural Course  Work, California State  University Fullerton</i></p> <p><b>PROFESSIONAL  AFFILIATIONS:</b>  <i>American Institute of  Architects (AIA)</i></p> <p><i>International Code  Council (ICC)</i></p> <p><i>California Building  Officials (CALBO)</i></p>	<p><b><u>EXPERIENCE</u></b></p> <p>Mr. Fazekas is President of Scott Fazekas &amp; Associates, Inc. (SFA) which provides building official, building plan check and building inspection services to governmental agencies. He has interfaced with architects, engineers, designers, contractors, plan checkers, inspectors, developers and building owners to achieve code compliant building construction through the application of local, state, and federal codes and regulations.</p> <p>Mr. Fazekas has 50years of progressive experience working in and for building departments. Prior to starting SFA, he was employed by BSI Consultants, Inc. (currently Bureau Veritas) as a Senior Vice President and Division Manager of the Building Safety Division. He was responsible for starting, developing and managing the Building Safety Division for 11 years. During that time, he served as building official in California and Washington jurisdictions and oversaw plan review services for more than one hundred client agencies. He also founded and served as President of Employment Systems Inc., which was a corporation dedicated to municipal staffing needs. Before his term with BSI, he spent 13 years working for the building divisions in the Cities of Newport Beach and Costa Mesa where he worked his way through all levels in the departments from clerk to permit technician, inspector and plan check engineer.</p> <p>Mr. Fazekas has plan checked buildings which encompass the full spectrum of building types and occupancy groups and has served as building official for over twenty jurisdictions through long term and interim contract arrangements. He has also contributed to both the design and code enforcement professions by regularly lecturing at code-related seminars and classes for Calbo and ICC. He served six years on the American Institute of Architects Building Performance and Regulations Committee where he, as AIA's representative, voted on the ANSI A117.1 Disabled Access Standards. He also served four years on I.C.B.O.'s General Design/Structural Review Committee and on the Orange Empire Chapter of I.C.B.O.'s Code Change Committee. He has served on the local Orange Empire Chapter of ICC's Board and was President in 2005. He has served as both contract and interim Building Official for 20 jurisdictions during his last 37years in the private sector.</p>

	<p><b>GANESH M. RAO, SE</b> Plan Check Engineer</p>
<p><b>REGISTRATIONS:</b> <i>Registered Structural Engineer, California (S4471)</i></p> <p><i>Registered Professional Engineer, California (C52721)</i></p> <p><b>CERTIFICATIONS:</b> <i>Certified Plans Examiner, ICC (1136557-60)</i></p> <p><b>EDUCATION:</b> <i>MS, Civil Engineering, Brigham Young University, Utah</i></p> <p><i>BS, Civil Engineering, Bangalore University, India</i></p> <p><b>PROFESSIONAL AFFILIATIONS:</b> <i>International Code Council (ICC)</i></p>	<p><b><u>EXPERIENCE</u></b></p> <p>Mr. Rao has been a building plan check engineer in SFA's Irvine office since 1998. He reviews both commercial and residential plans for compliance with model codes and local ordinances. He has a total of 29 years of progressively involved engineering experience.</p> <p>Prior to his employment with SFA, Mr. Rao spent eight years in the design field with experience in California, Nevada and Hawaii designing wood, steel concrete and post-tensioned low, mid and high-rise structures. Occupancies which he has performed design work for have included retail, medical, office resort, bridge, industrial, schools, parking structure and historic blimp hanger facilities.</p> <p>Some of Mr. Rao's notable projects include two Amazon Fulfillment Facilities of 5-story Type I construction; Education First private school campus with some historic building re-use and new on-campus housing for foreign students; the Ontario Event Center; numerous mixed-use mid-rise structures with parking, retail and housing complexes, many with snow loads in Mammoth Lakes; large-scale cannabis grow farms as well as processing facilities; a 45,000 sf residence in the desert with an airplane wing-like roof using finite element analysis in the design; the Great Wolf Water Park &amp; Resort in Garden Grove with a 10-story hi-rise hotel; elderly care facilities; ambulatory surgery centers; and the Tustin Blimp Hanger evaluation repair &amp; re-use project.</p> <p>Mr. Rao has experience in a variety of geographic regions. His design experience includes projects in California, Nevada, Washington, Oregon, Hawaii and the Territory of Guam. His plan review experience has been in California, Nevada and Colorado. Mr. Rao has reviewed plans for code compliance for residential, tenant improvement, low to mid-rise, tilt-up warehouses, etc. Projects included a three-dimensional finite element analysis of space frame for a mall in the Territory of Guam; Disney Building in Burbank utilizing "Haunch" moment connections; seismic retrofit of Mattel Distribution Center; an aircraft hanger; and Sony Technology Center in San Diego. Projects also included design and detailing of antenna structure ranging from 30 feet monopole to a 400-foot latticed tower.</p>

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

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

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

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

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

	<p><b>PETER K. TANG, PE</b> Plan Check Engineer</p>
<p><b>REGISTRATIONS:</b> <i>Licensed Civil Engineer, California (C-59691)</i></p> <p><b>EDUCATION:</b> <i>BS, Engineering, California State Polytechnic University</i></p>	<p><b><u>EXPERIENCE</u></b></p> <p>Mr. Tang has been a plan check engineer in SFA's Irvine office for 18 years. He reviews both residential and commercial plans for compliance with model codes and ordinances. With a background in forensic investigations on wood-framed structures, he is particularly well versed in wood structures.</p> <p>Over an 18-yr. period, Mr. Tang has been exposed to a variety of engineering design assignments with three different structural design firms. He was employed by Seismic, Inc. in Pomona; Ficcadenti &amp; Waggoner Structural Engineers in Irvine; and John A. Martin Structural Engineers in Los Angeles.</p> <p>Mr. Tang has been an excellent supervisor to junior plan checkers in the area of wood framing. His expertise in rack design has also made him a valuable resource in the review of increasingly large rack systems.</p> <p>In his engineering design years, Mr. Tang was a project designer on Fresno State's Savemart Center, a steel and concrete sports area; the Pacific Grand Resort, a steel conference center in Huntington Beach; the Westpart Tiempo Community in Irvine, a seismic retrofit of homes; the Casa Gateway Condos in Pacific Palisades; and a seismic evaluation of 3-story homes.</p> <p>Through our contract with the city of Norwalk, Mr. Tang worked in-house at the city one day per week for almost 8 years. He worked with applicants to answer code questions and to resolve plan check issues for both his projects as well as those of other SFA plan reviewers. His personality allowed him to be a successful ambassador. Mr. Tang is one of two key engineers responsible for doing electronic data entry to client agencies and assisting others with computer entry protocols.</p>



## **TEAM EXPERIENCE**

### **GENERAL**

SFA has performed over 200,000 plan reviews during the 25 years that we have provided plan check which have included every type of construction and occupancy group in the building spectrum. We have also encountered many unique administrative policies and processes in working with the building officials in our client jurisdictions which may have arisen due to tight project scheduling, application of alternate design methods or simply due to unique project characteristics.

**Some of the projects that all of our engineers have been involved in reviewing and are worth noting to illustrate a broad range of work are as follows:**

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

**G. REFERENCES**

**SFA 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 ARCADIA**  
Reference: Ken Fields, CBO, Building Official  
(626) 574-5420  
Service: **Plan Review since 5/1/1999**
- Agency: **CITY OF CATHEDRAL CITY**  
Reference: Gil Estrada, CBO, Building Official  
(760) 202-2426  
Service: **Plan Review since 4/1/2002**
- Agency: **CITY OF COSTA MESA**  
Reference: Ziad Doudar, PE, CBO, Building Official  
(714) 754-5604  
Reference: Charles Chamoun, Chief Plans Examiner  
(714) 754-5614  
Services: **Plan Review since 1996**
- Agency: **CITY OF GARDEN GROVE**  
Reference: David Dent, CBO, Building Official  
(714) 741-5343  
Phil Nguyen, PE, Plan Check Manager  
(714) 741-5328  
Services: **Plan Review since 2020**
- Agency: **CITY OF IRVINE**  
Reference: Jessie Cardova, PE, CBO, Building Official  
(949) 724-6371  
Claudia Landeras-Sobiah, SE  
(949) 724-6330  
Services: **Plan Review since 1996**
- Agency: **CITY OF LA HABRA HEIGHTS**  
Reference: Fabiola Huerta, City Manager  
(562) 694-6302, #227  
Reference: Rafferty Woddrige, Assistant City Manager/  
Community Development Director, #235  
Service: **Plan Review & Building Official since 1/31/2010**

Agency: **CITY OF PARAMOUNT**  
Reference: John Carver, Community Development Director  
(562) 220-2048 jcarver@paramountcity.com  
Johnnie Rightmer, Building Safety Manager  
Service: **Plan Review and Building Official since 2/2021**

Agency: **CITY OF SAN FERNANDO**  
Reference: Kanika Kith, Community Development Director  
(818) 898-7316  
Service: **Plan Review since 1999, Building Official since 2017**

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

Agency: **CITY OF TUSTIN**  
Reference: Justina Willkom, Community Development Director  
(714) 573-3115  
Mariam Madjlessi, P.E., CBO, CASp, Deputy Building Official  
(714) 573-3109 mmadjlessi@tustinca.org  
Service: **Plan Review since 2/1998 & Building Official since 2012**

Agency: **CITY OF DESERT HOT SPRINGS**  
Reference: Erick Becerril, CBO, Community Development Director, Building Official  
(760) 329-6411 ext. 240 [ebecerril@cityofdhs.org](mailto:ebecerril@cityofdhs.org)  
Service: **Plan Review since 2018**

Agency: **CITY OF WHITTIER**  
Reference: Adam Tekunoff, CBO, Building Official  
(562) 567-9320 atekunoff@cityofwhittier.org  
Service: **Plan Review since 2018**

Agency: **CITY OF VISTA**  
Reference: Nabil Chehade, P.E., CBO, Building Official  
(760) 643-5392 nchehade@ci.vista.ca.us  
Service: **Plan Review since 2017**

Other References are available upon request.

## **I. SCOPE OF SERVICES**

The Scope of Review provided by SFA covers all the codes mandated for enforcement by the Building Department and are listed as follows:

- Perform architectural, structural, plumbing, mechanical and electrical plan check review for buildings and structures for compliance with applicable Federal and State laws, building and safety codes, City ordinances, and acceptable engineering practices. Type of proposed plan check work may include new construction (residential, commercial, or industrial), remodel, additions, green building, Accessibility.
- Perform traditional initial building plan check (first review) of submitted plans to determine compliance with City adopted 2022, as amended by the City, California Building Code, California Plumbing Code, California Mechanical Code, California Electrical Code, California Energy Code, California Green Building Code, California Residential Code, California Historical Code and California Existing Building Code.
- Review for federal Flood Plain Regulations, Liquefaction Zone and Alquist-Priolo Zone requirements that may apply to each specific site being developed. The City will flag these conditions upon plan intake.
- Review Soils Reports and verify implementation of their design parameters to the structural review of the buildings.
- Provide the applicant and the City with a written list of items needed for clarification or correction in order to achieve compliance with building requirements.
- Perform all necessary liaison services with the Building Official, or designee, either by mail, e-mail, telephone, or virtual capacity, or in the Consultant's main office to ensure compliance with local policy interpretations.
- Perform building permit plan check services of plan revisions that have been previously submitted and/or have been previously approved for permit issuance.
- Provide a Structural inventory for the project such as Use, Occupancy Type, Construction Type, Number of Stories, total floor area for each occupancy type, Fire Sprinkler requirements, etc.
- Perform reviews upon request by CASp certified.
- Supplemental Fire Reviews (If Required)  
California Fire Code, 2022 Edition

## **J. COST PROPOSAL (Submitted under Separate Cover)**

#### **K. CUSTOMER SERVICE PHILOSOPHY**

SFA's customer service philosophy is twofold since we serve the City as our boss and we serve the applicants and the development community as our customers on behalf of the City. We serve the City by Tailoring our services to incorporate City interpretations, policies, philosophy and administrative practices to provide a professional, well documented, defensible and thorough code review service. We serve the applicants by providing the same professional services as expected by the City, however, some of the specific features which the customers expect are access to our staff for easy communication, clearly written corrections with code section references, thorough corrections initially without new corrections upon recheck and timely services which always meet our deadlines. Our knowledgeable and professional staff treat each customer with respect and with the goal in mind of attaining their permits.

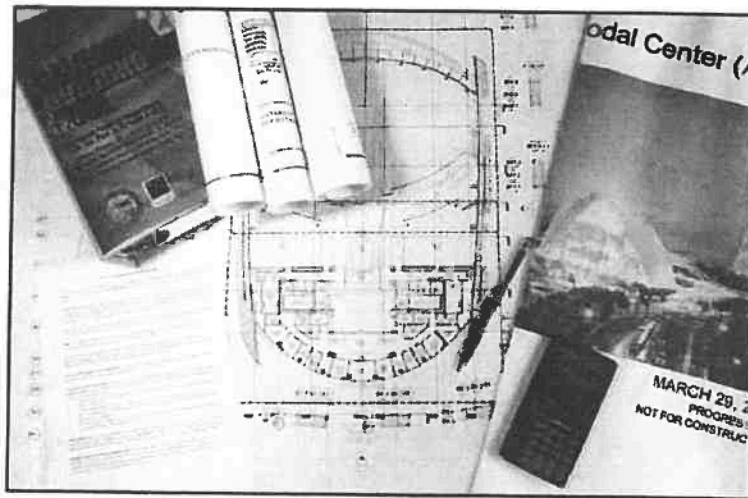
#### **APPLICANT QUESTIONNAIRES**

SFA provides Applicant Questionnaire at the time of initial review for the design/developer team to complete after the review process is complete. This allows follow-up of any potential process issues but also lets the plan check team know they're open to receiving comments. SFA only implements this when requested by the City, as cities often have their own-quality control measure preferences.

#### **M. PROFESSIONAL LIABILITY INSURANCE**

SFA currently has all required insurance and certificates and are on file with the City as SFA is currently under contract with the City of Beaumont.

**COST PROPOSAL  
FOR  
BUILDING AND SAFETY PLAN CHECK SERVICES**



**City of Beaumont  
March 23, 2023**

**SFA**

**Scott Fazekas & Associates, Inc.**



March 23, 2023

City of Beaumont  
c/o Grace Wichert  
550 E. 6<sup>th</sup> Street  
Beaumont, CA 92223

**Subject: Cost Proposal for Building & Safety Plan Check Services**

Dear Ms. Wichert:

Scott Fazekas & Associates, Inc. is submitting the Cost Proposal separately as instructed in the Request for Proposal.

Thank you for the opportunity to submit this Cost Proposal to the City of Beaumont.

Sincerely,



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

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

### **BUILDING PLAN REVIEW**

SFA proposes to charge seventy percent (70%) 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 \$120.00/hour rate.

Fire plan review if applicable, will be provided on an-hourly basis of \$135/hour.

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.



**EXHIBIT "B"**

**CERTIFICATES OF INSURANCE AND ENDORSEMENTS**



SCOTFAZ-01

MCCOWANA

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/15/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> License # 0E67768 IOA Insurance Services 4370 La Jolla Village Drive Suite 600 San Diego, CA 92122	<b>CONTACT NAME:</b> Ali Smith <b>PHONE (A/C, No, Ext):</b> (619) 788-5795 50206 <b>FAX (A/C, No):</b> (619) 574-6288 <b>E-MAIL ADDRESS:</b> Ali.Smith@ioausa.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : <b>RLI Insurance Company</b> <span style="float: right;">NAIC # 13056</span>	
INSURER B : <b>Continental Casualty Company</b> <span style="float: right;">20443</span>	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

**INSURED**

**Scott Fazekas & Associates**  
 9 Corporate Park Drive  
 Irvine, CA 92606

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Cont Liab/Sev of Int  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	PSB0003027	6/5/2023	6/5/2024	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							Ded \$ 0
A	AUTOMOBILE LIABILITY  <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY No Co. Owned Autos <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PSB0003027	6/5/2023	6/5/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			PSE0001119	6/5/2023	6/5/2024	EACH OCCURRENCE \$ 2,000,000
							AGGREGATE \$ 2,000,000
							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below		X	PSW0001945	6/5/2023	6/5/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liab.			MCH288352513	6/5/2023	6/5/2024	Per Claim 2,000,000
B	Ded.: \$20k Per Claim			MCH288352513	6/5/2023	6/5/2024	Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Re: All Operations

City of Beaumont is Additional Insured with respect to General Liability per the attached endorsement as required by written contract. Insurance is Primary and Non-Contributory. Waiver of Subrogation applies to General Liability and Workers' Compensation.

30 Days Notice of Cancellation with 10 Days Notice for Non-Payment of Premium in accordance with the policy provisions.

**CERTIFICATE HOLDER** **CANCELLATION**

City of Beaumont 550 E. 6th Street Beaumont, CA 92223	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## RLIPack<sup>®</sup> FOR DESIGN PROFESSIONALS BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM - SECTION II - LIABILITY

1. **C. WHO IS AN INSURED** is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:
  - a. In the performance of your ongoing operations;
  - b. In connection with premises owned by or rented to you; or
  - c. In connection with "your work" and included within the "product-completed operations hazard".
2. The insurance provided to the additional insured by this endorsement is limited as follows:
  - a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
  - b. This insurance does not apply to the rendering of or failure to render any "professional services".
  - c. This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.
3. The following is added to **SECTION III H.2. Other Insurance - COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II - LIABILITY)**

However, if you specifically agree in a contract or agreement that the insurance provided to an

additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
  - b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.
4. The following is added to **SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us - COMMON POLICY CONDITIONS (BUT APPLICABLE TO ONLY TO SECTION II - LIABILITY)**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Named Insured: Scott Fazekas & Associates, Inc.

Policy Number: PSW0001945

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 04 03-06

(Ed. 04-84)

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be \_\_\_\_\_% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Job Description

All persons or organizations that are party to a contract that requires you to obtain this agreement, provided you executed the contract before the loss

Jobs performed for an person or organization that you have agreed with in a written contract to provide this agreement



## CONTRACT FOR MAYOR'S SIGNATURE

Date: 05/23/2023

Contractor:

Scott Fazekas & Associates

Quote(s):  Informal Bid:  Formal Bid:

Other (Specify): \_\_\_\_\_

Approved By City Council:    
Yes N/A

Date Approved: 05/16/2023

Attachments included:

Proposal  
 COI (if applicable)

Notes/ Comments:

On-call Building & Safety Plan Check Services  
RFP posted, 02/23/2023, closed 03/23/2023

Return to:

Grace