



CITY OF WESTMINSTER
CONTRACT/AGREEMENT
TRANSMITTAL COVER SHEET

Contract/Agreement No. 2025-077

NAME / CONTRACTOR	Scott Fazekas & Associates, Inc.		
DESCRIPTION OF SERVICES	City proposes to utilize the services of Consultant as an independent contractor to perform services on an as needed basis, as more fully described herein.		
AGREEMENT TERM	COMMENCEMENT DATE /Amended or Renewal	EXPIRATION DATE /Exp. Amended or Renewed	
12 Months	July 1, 2025	June 30, 2026	
DEPARTMENT	Community Development	DEPT/STAFF CONTACT Justin Nguyen	
CONTRACT AMOUNT	\$100,000.00	BUDGET ACCOUNT NO. (Include Acct. No. to Deposit Reimbursements/Payments.) 62050-43090	
AMENDMENT/RENEWAL AMOUNT	(if Federal - UEI #)		

1 - BUSINESS LICENSING Not Required - Skip: _____ (Initials)

BL No. _____ Not Required
 Exp. _____ Not Approved

Approved Initial: _____ Date: _____

2 - FINANCE DEPT. Not Required - Skip: _____ (Initials)

Sufficient Funds Verified
 Checked for Debarment
 Insufficient Funds
 Requires Budget Transfer/Adjustment

Approved Initial: ^{DS}EB Date: July 8, 2025

3 - RISK MANAGEMENT Not Required - Skip: _____ (Initials)

Commercial/General/Auto Liability _____ Insurance Req's Met
 Additional Insured Endorsement
 Professional/Errors and Omissions
 Worker's Compensation
 Additional Insured Endorsement
 Certificates Reviewed & Approved

Requires Changes as Noted Below:
 Bond Required

Notes: _____

Approved Initial: ^{DS}JE Date: July 14, 2025

SPECIAL REQUIREMENTS/FORMS Not Required - Skip: _____ (Initials)

Requirements Met:

FPPC (Form 700)
 Ethics (AB1234/1661)
 Sexual Harassment Prevention Training
 Oath Administered: _____
 Other: _____

NOTES: _____

4 - CITY ATTORNEY Not Required - Skip: _____ (Initials)

Name of Reviewing Attorney: _____
 Reviewed
 Approved as to Form
 Not Required

____ Requires Changes: Changes/Update Approved
 _____ Returned to Submitting Department

Approved Initial: ^{initial}SP Date: July 18, 2025

5 - CITY CLERK'S OFFICE Not Required - Skip: _____ (Initials)

Council Approved
 City Manager Approved

Agenda Item No. _____
 Meeting Date _____

Approved Initial: _____ Date: _____

Approved
 Denied
 Amount does not Exceed CM Approval Amount
 Return to Submitting Department
 Requires Changes:

Approved Initial: ^{DS}U Date: July 18, 2025

MISCELLANEOUS

Special Event Permit
 City Council
 Administratively Approved
 Reimbursement Payment
 Fee Payment

Permit No. _____

Dept./Contact: _____

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

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this 1st day of July, 2025 (“Effective Date”), by and between the CITY OF WESTMINSTER, a municipal corporation (“City”), and Scott Fazekas & Associates, Inc., a California Corporation (“Consultant”).

RECITALS

A. City proposes to utilize the services of Consultant as an independent contractor to perform services on an as needed basis, as more fully described herein.

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

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

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

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

1.0 SERVICES PROVIDED BY CONSULTANT

1.1 Scope of Services. City hereby retains Consultant to provide the professional services more particularly described in the Scope of Services attached hereto as Exhibit “A” and incorporated herein by reference.

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

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

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

1.4 Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal, State and local laws and ordinances applicable to the services required under this Agreement including all employment laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5 Non-Discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

Consultant shall, in all solicitations and advertisements for employees placed by, or on behalf of Consultant shall state that all qualified applicants will receive consideration for employment without regard to age, race, color, religion, sex, marital status, national origin, or mental or physical disability. Consultant shall cause the paragraphs contained in this Section to be inserted in all subcontracts for any work covered by the Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

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

1.7 Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant recognizes that the qualifications and experience of the personnel to

be used are vital to professional and timely completion of the services. The key personnel assigned to perform portions of the services shall remain assigned through completion of the Services, unless otherwise mutually agreed by the parties in writing, or caused by hardship or resignation in which case substitutes shall be subject to City approval. The key personnel for performance of the services under this Agreement are Scott Fazekas, Ganesh Rao, Vic Penner, Kyle Tonokawa, Scott Beery, Kam Chitalia, Peter Tang, and Brett Archibald.

1.8 Subcontracting. Consultant shall not subcontract any portion of the work required by this Agreement without prior written approval by the City. Subcontracts, if any, shall contain a provision making them subject to all provisions of this Agreement, including without limitation, the indemnity and insurance obligations. Consultant acknowledges and agrees that the City is an intended beneficiary of any work performed by any subconsultant for purposes of establishing a duty of care between any subconsultant and the City.

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

2.0 COMPENSATION AND BILLING

2.1 Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A" attached hereto and made a part of this Agreement. Consultant's total compensation shall not exceed One Hundred Thousand Dollars (\$ 100,000.00).

2.2 Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services in Exhibit "A" unless the City Manager or designee, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should Consultant perform any additional services which have not been approved, in writing, by the City, Consultant does so at its own risk and costs.

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

2.4 Records and Audits. Consultant shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be clearly identifiable as relating to this Agreement and shall be maintained in accordance with generally recognized accounting principles. Consultant shall allow a representative of the City (including the California State Auditor if requested by the City pursuant to Government Code § 8546.7) during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall retain and allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement. and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after termination of this Agreement.

3.0. TIME OF PERFORMANCE

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

3.2 Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, pandemics, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Consultant is encountered, a time extension may be mutually agreed upon in writing by the City and the Consultant. The Consultant shall present documentation satisfactory to the City to substantiate any request for a time extension.

4.0 TERM AND TERMINATION

4.1 Term. This Agreement shall commence on the Effective Date and continue for a period of 12 months, ending on June 30, 2026, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by two (2) additional one (1) year periods upon mutual written agreement of both parties.

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

4.3 Compensation.

4.2.1 Termination Without Cause. In the event of termination without cause, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.3.2 Termination for Cause. In the event of termination for cause, Consultant will be liable to City for all costs to cure the deficiencies, and all loss, cost, expense, damage, and liability resulting from such breach and termination. The City is entitled to withhold any payments otherwise owed to Consultant to the extent of such costs, losses, expenses, damages, and liability.

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

5.0 INSURANCE

5.1 Minimum Scope. Prior to City's execution of this Agreement and Consultant's commencement of the services, Consultant shall secure, submit proof of, and shall thereafter maintain without interruption, until completion of and acceptance by the City of the services, such workers' compensation, commercial general and automobile liability insurance as shall protect Consultant, its subconsultants and the Additional Insured's herein, from any and all claims for damages for personal injury, including accidental death, as well as any and all claims for property damage which may arise from or which may concern operations under this Agreement, whether such operations be by or on behalf of Consultant, any subconsultant or anyone directly or indirectly employed by, connected with or acting for or on behalf of any of them.

5.2 Carrier Ratings. All liability insurance shall be issued by an insurance company or companies authorized to transact liability insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or larger.

5.3 Minimum Limits. Consultant shall maintain minimum limits of insurance as follows:

5.3.1 Commercial General Liability. Consultant's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability,

independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence, an aggregate limit for products/completed operations in the amount not less than \$2,000,000.

5.3.2 Automobile Liability Insurance. Consultant's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Consultant's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Consultant's performance of this Agreement, which vehicles shall include, but are not limited to, Consultant owned vehicles, Consultant leased vehicles, Consultant's employee vehicles, non-Consultant-owned vehicles and hired vehicles.

5.3.3 Workers' Compensation. The following is required in connection with the Worker's Compensation insurance:

- a. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- b. Employers Liability with limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- c. The policy shall include a written waiver of the insurer's right to subrogate against the City.

5.3.4 Professional Liability. Consultant shall maintain professional liability insurance appropriate to Consultant's profession with a limit of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate. The retroactive date of the policy, if any, shall be prior to the start of the services. This insurance shall be maintained during the term of this Agreement and for at least three consecutive years following the completion of the services.

5.3.5. Additional Insurance. If the Consultant maintains broader coverage and/or higher coverage limits than the minimum amounts shown above, then the City requires and shall be entitled to the broader coverage for and/or the higher coverage limits maintained by the Consultant. Any available insurance proceeds exceeding the specified minimum limits of insurance and coverage shall be available to the City.

5.4 Notice of Cancellation and Renewals. The policies shall not be canceled unless thirty (30) days prior written notification of intended cancellation has been given to City by certified or registered mail (this obligation may be satisfied in the alternative by requiring such notice to be provided by Consultant's insurance broker and set forth on its Certificate of Insurance provided to City). Consultant agrees that upon receipt of any notice of cancellation or alteration of the policies, Consultant shall, within five (5) days, procure other policies of insurance similar in all respects to the policy or policies to be cancelled or altered. Consultant shall furnish to the City copies of any endorsements that are subsequently issued amending coverage or limits within fourteen (14) days of the amendment.

5.5 All Coverages. The insurance policy or policies shall also comply with the following provisions:

5.5.1 Scope of Insurances. Policies shall include premises/operations, products completed operations, independent contractors, owners and contractors' protection, explosion, collapse, underground hazard, broad form contractual, personal injury with employment exclusion deleted, and broad form property damage.

5.5.2 Waiver of Subrogation. The policy shall be endorsed to waive any right of subrogation against the City and its subconsultants, employees, officers, agents and directors for work performed under this Agreement.

5.5.3 Claims Made Basis. If policies are written on a claims made basis, the certificate should so specify and the policy must continue in force for one (1) year after completion of the services. The retroactive date of the coverage must also be listed.

5.5.4 Primary, Not Contributory. The policy shall specify that the insurance provided by Consultant will be considered primary and not contributory to any other insurance available to the City.

5.5.5 City Named Additional Insured. All policies, except Worker' Compensation and Professional Liability, shall name the City as an Additional Insured and shall contain the following language: "Solely with respect to work done by and on behalf of the name insured for the City of Westminster, the City of Westminster, and its officers, officials, employees and agents are added as additional insureds under this policy."

5.5.6 Combination of Insurances is Acceptable. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

5.5.7 Deductibles Exceeding \$25K. Any deductible or self-insured retention shall be shown on the certificate of insurance. If the deductible or self-insured retention exceeds \$25,000.00, it shall be approved in advance by City. Consultant is responsible for any deductible or self-insured retention and shall fund it upon City written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving City.

5.6 Certificates of Insurance, Additional Insured Endorsements and Deductibles. Prior to execution of the Agreement, and thereafter upon City's request, Consultant shall furnish City with original certificates of insurance and additional insured endorsements setting forth evidence of all insurance coverage required by this Article. Each certificate and endorsement shall be signed by a person authorized by that insurer to bind coverage on its behalf. The City shall continue to be an additional insured for completed operations for (1) year after completion of the work.

5.7 Consultant's Failure to Provide Required Insurance. Failure to maintain required

insurance at all times shall constitute a default and material breach. In such event, Consultant shall immediately notify City and cease all performance under this Agreement until further directed by the City. In the absence of satisfactory insurance coverage, City may, at its discretion and sole option: (a) procure insurance with collection rights for premiums, attorneys' fees and costs against Consultant by way of set-off or recoupment from sums due Consultant; (b) immediately terminate or suspend Consultant's performance of the Agreement; (c) pay Consultant's premiums for renewal of Consultant's coverage; or (d) self-insure the risk, with all damages and costs incurred, by judgment, settlement or otherwise, including attorneys' fees and costs, being collectible from Consultant, by way of set-off or recoupment from any sums due Consultant. Upon demand, Consultant shall repay City for all sums that City paid to obtain, renew, reinstate, or replace the insurance, or City may offset the cost against any monies that the City may owe Consultant.

5.8 Verification of Coverage. City shall have the right to obtain complete and certified copies of Consultant's and subconsultants' insurance policies (including, but not limited to, the declarations page, form list and riders), endorsements or certificates required this Agreement, upon request (including, but not limited to, the declarations page, form list and riders).

5.9 No Limitation. Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant or its subconsultants to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

5.10 Subconsultants Insurance. The Consultant shall include in all subcontracts a requirement that its subconsultants obtain and maintain, at a minimum, all insurance required by this Agreement. The City reserves the right to request certificates of insurance from the Consultant for its subconsultants. The Consultant acknowledges that regardless of insurance obtained by its subconsultants, the Consultant will be responsible to the City for any and all acts of its subconsultants.

6.0 INDEMNIFICATION

6.1 Indemnification and Hold Harmless. If Consultant is not a "design professional" under Civil Code 2782.8, then the requirements of this section 6.1 shall apply instead of the requirements of section 6.2, below. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are

specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.2 Indemnification and Hold Harmless for Design Professionals. If Consultant is a "design professional" under Civil Code 2782.8, then the requirements of this section 6.2 shall apply instead of the requirements of section 6.1, above. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or subconsultants, in the performance of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subconsultants, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subconsultants, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon negligence, recklessness, or willful misconduct in the work performed by the Consultant, its employees, and/or authorized subconsultants under this Agreement, whether or not the Consultant, its employees, and/or authorized subconsultants are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. In no event shall the cost to defend charged to Consultant exceed Consultant's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, Consultant shall meet and confer with other parties regarding unpaid defense costs. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

7.0 GENERAL PROVISIONS

7.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations.

7.2. Amendments in Writing. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification.

7.3. Priority of Documents. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

7.4 Representatives. The City Manager or his or her designee shall be the representative

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

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

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

IF TO CONSULTANT:

IF TO CITY:

Scott Fazekas & Associates, Inc.
2 Corporate Park, Suite #209
Irvine, CA 92606
Tel: (949) 475-2901
Attn: Scott Fazekas, President

City of Westminster
8200 Westminster Blvd.
Westminster, CA 92683
Tel: (714) 547-3475
Attn: Justin Nguyen

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

7.8 Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws.

7.9 Venue. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

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

Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

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

7.12 Conflicts with Independent Contractor. Consultant/consultant's duties and services under this Agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering into this Agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Consultant/consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Consultant/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Consultant pursuant to this Agreement.

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

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subconsultants providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City,

including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

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

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

7.16 Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subconsultants, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 7920.000 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 7924.510, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

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

7.18 Responsibility for Errors. Consultant shall be responsible for its work and results

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

7.19 Prohibited Employment. Consultant shall not directly solicit for employment nor hire any employee of City while this Agreement is in effect. Notwithstanding the above, this provision shall not apply to any publicly advertised position to which an employee, without enticement or promises by Consultant, applies.

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

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

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

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

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

7.25 Construction. The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

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

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

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

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

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

[Signatures appear on following page.]

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

CONSULTANT

DocuSigned by:
Scott Fazekas
45F76A32B6CF4B7

Signature
Scott Fazekas President

[Name and Title]

Date: July 16, 2025

CITY OF WESTMINSTER

DocuSigned by:
Christine Cordon
E9CB17CEAA77440...

Christine Cordon, City Manager

Date: July 18, 2025

ATTEST:

Signed by:
Ashton Arcocho
50F8C4C21GE544C

Ashton Arcocho, City Clerk

APPROVED AS TO FORM:

Signed by:
Scott Porter
D97E0F2A7BF0479...

Scott Porter, City Attorney

Date: July 18, 2025

APPROVED AS TO INSURANCE:

DocuSigned by:
Jodie Griner
5749E0E8B30A462...

Jodie Griner, Risk Manager

Date: July 14, 2025

APPROVED AS TO CONTENT:

DocuSigned by:
Justin Nguyen
FF7863CB7F2341D...

Justin Nguyen
Project Manager

Date: July 8, 2025

DEPARTMENTAL APPROVAL:

Signed by:
Sheri VanderDussen
C8036634945A418...

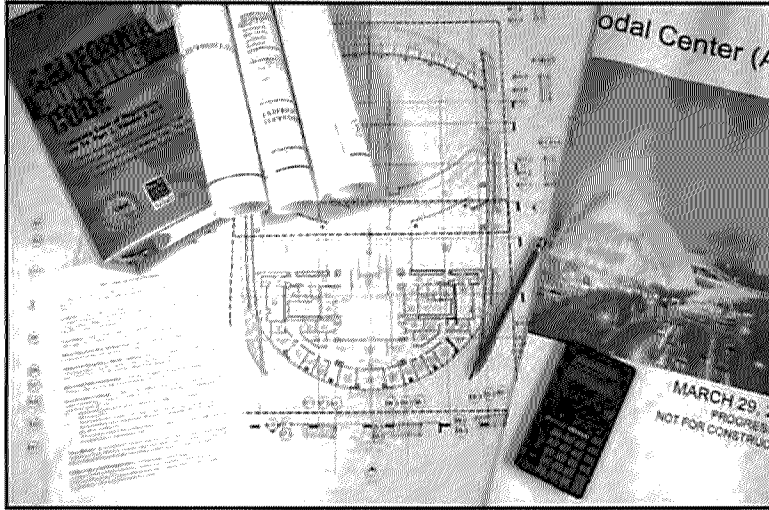
Sheri VanderDussen
Interim Director of Community Development

Date: July 8, 2025

EXHIBIT "A"

SCOPE OF SERVICES AND FEE SCHEDULE

**REQUEST FOR QUALIFICATIONS
FOR
AS-NEEDED PROFESSIONAL CONSULTANT SERVICES
PLAN REVIEW SERVICES**



***City of Westminster
December 21, 2022***



Scott Fazekas & Associates, Inc.



Scott Fazekas & Associates, Inc.



SECTION 1 COVER LETTER

December 21, 2022

Mr. Justin Nguyen, P.E.,CBO
Building Official
City of Westminster
8200 Westminster Boulevard
Westminster, CA 92683

**Subject: Request For Qualifications for As-Needed Professional Consultant Services-
Plan Review Services**

Dear Mr. Nguyen:

SCOTT FAZEKAS & ASSOCIATES, INC. (SFA) appreciates being considered to submit a Proposal to provide **Building Plan Review Services**, as needed to the City of Westminster. 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 Westminster 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.**
- The owner of SFA, Scott Fazekas, has always been and will continue to be involved in managing and participating in the services provided.
- SFA is financially sound. We have zero debt with no partners or investors. SFA is owned exclusively by it's owner and founder, Scott Fazekas.
- **All of SFA's staff who provide plan review services are licensed professionals in the State of California. All have extensive experience and tenure in their professions as well as with SFA.**
- SFA stays involved in the industry to both contribute to, and learn from others, on state laws, code changes, industry standard practices, and simply keeping up on key issues to building departments.
- **Electronic plan reviews are currently performed on approximately 70% of plans. SFA accommodates whatever process is required by our client agencies.**

City of Westminster

December 21, 2022

Page Two

- SFA staff develop updated standard correction lists for plan review every three years when codes are updated and share them with all jurisdictions in the region.
- **SFA has only one office location in nearby Irvine.** This is by design to maintain the highest possible quality control. Close communication and information sharing between plan check engineers creates a productive and comfortable work environment. **Plans are never shipped out to another location.**
- All staff are paid hourly with 1.5 times O.T. pay which is always approved. Plan check engineers always meet their deadlines and are always authorized overtime when needed.
- **SFA produces a Daily Scheduling Report that shows due dates for all plans actively being checked. The Report is monitored daily to assess workload of each engineer to assure that they have adequate time to plan check every plan assigned to them in a timely manner. As new work comes in daily this Report will be reassessed and adjustments made to workload if any of the engineers receives an unusual amount of rechecks or revisions that might affect them meeting their turn around times on other plans.**
- **Plans are reviewed in ten (10) working days for initial and five (5) working days for rechecks, respectively.**

This letter is prepared and signed by the President/CFO who is authorized to bind SFA for the contents and commitments presented in this Proposal. Scott Fazekas & Associates, Inc. Is a California S-Corporation that was incorporated on June 3, 1996. Scott Fazekas, the signer below, is the Chairman of the Board and sole owner of the company. SFA also complies with prevailing wage requirements for all of our employees. SFA looks forward to the opportunity to provide professional services to the City of Westminster.

Sincerely,

SCOTT FAZEKAS & ASSOCIATES, INC.



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

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SECTION 2 COMPANY QUALIFICATIONS

About the Company

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. SFA's phone number is 949-475-2901 and fax number is 949-475-2560. SFA's web site is at scottfazekasandassociates.com and our Fed ID No. is 33-0711166.

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 50 years ago in 1972 with the City of Newport Beach Building Department and subsequently with the City of Costa Mesa.

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

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 Engineers or Civil Engineers which allows SFA the ability to assign the challenging projects to any one of our engineering staff. This expertise allows SFA the ability to balance our workloads and meet obligations without overloading any one engineer.

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.
- Updated technology for electronic plan check and data tracking.

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.

Financial Stability

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

General

SFA has performed almost 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 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

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

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:

Building

California Building Code, 2019 Edition (And whatever Edition goes into effect as mandated by State Law)
California Mechanical Code, 2019 Edition
California Plumbing Code, 2019 Edition
California Electrical Code, 2019 Edition
California Energy Code, 2019 Edition
California Residential Code, 2019

All California Adopted Codes
California Green Building Standards Code, 2019 Edition
City Grading Ordinance
All California Statutes which mandate local enforcement
All related State and Local Codes adopted by the City of Westminster as well as future
adopted codes and ordinances during the term of the contract term
City Policies
City Interpretations

Turn Around Times

SFA will review plans in ten (10) working days initial and five (5) working days for rechecks for all projects. For extremely large or complex projects, far exceeding \$1million those would be as agreed upon with the City. This would likely be fifteen (15) working days. Accelerated projects are accommodated when requested by the City to do so.

Specific Project Experience

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

Amazon Fulfillment Center - Beaumont, CA

The Amazon project had a valuation of approximately \$278 million. It consisted of a 4-story Type 1 sprinklered building with a total area of 2.5 million square feet. There were Alternate Methods & Materials Requests (AM & M) with a request to eliminate the 2-hour fire protection required for Type 1 Construction by providing fire modeling reports and proposing mitigating measures to achieve "equivalency with Code requirements. This involved coordination between Fire and Building.

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

Contact: Christina Taylor, Community Development Director
Office: (951) 572-3212 ctaylor@beaumontca.gov

Education First School - Costa Mesa, CA

The Education First project had a valuation of approximately \$12.2 million. It consisted of a campus of six separate structures. Some were altered and others rebuilt or new. The original campus was Trinity Broadcasting Network's property. Education First is a private school for high school students who are exclusively from foreign countries and they live on campus. SFA worked on the Education First project in Pasadena as well. This project had AM&MR's for several items including issues with gurney elevators, fire access, bedroom escape windows, non-conforming stairs and construction types. Preliminary reviews, phone calls and meetings between submittals occurred. These items involved both Building and Fire Department coordination. For this project SFA also provided the Fire review for the Fire Department.

SFA provided 100 % of the Building and Fire reviews. The turnaround times were 15, 10 and 5 for the initial review, first recheck, and additional rechecks, respectively which were less than the schedule agreed upon at the beginning.

Building:

Contact: Charles Chamonn, Plan Check Manager
Office: (714) 754-5614 charles.chamoun@costamesa.ca.gov
Cell: (714) 425-7138

Fire:

Contact: Jon Neal, Fire Marshal
Office: (714) 754-5049 jon.neal@costamesaca.gov
Cell: (714) 651-8270

**Vivante Assisted Living/Senior Care
Costa Mesa, CA**

This project was developed at 1650 Monrovia Street. It was a 4-Story plus basement 160,000 s.f. complex of Occupancy Type A-2, A-3, B, R2.1, and S-2 of Type 1A Basement and 1B Sprinklered Construction. While primarily housing, this project also had medical care facilities for residents and visitors.

Contact: Charles Chamonn, Plan Check Manager
Office: (714) 754-5614 charles.chamoun@costamesa.ca.gov
Cell: (714) 425-7138

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

This project was a steel framed structure which was initially engineered in foreign SI unit calculation format. The steel was also manufactured in foreign fabrication plants. Steel tests and engineer's calculations in English units were performed to establish on nexus to the initial engineering. This project had an Alternate Methods and Materials request (AM&M) for one non-conforming 60 ft yard set back. It also was granted Phased approvals per the Building Official's direction since the structural plans and calculations were incomplete at the time of initial submittal. There were also challenges with the T-24 energy design since the structure was not exempt. It involved multiple preliminary meetings with the design team and SFA's team.

Contact: Robert Rodriguez, Community Development Director
Office: (760) 202-1460/760 770-0344 rrodriguez@cathedralcity.gov

The Flight, Tustin, CA

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

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

Contact: Justina Willkom, Community Development Director
(714) 573-3115 jwillkom@tustinca.org

Other References

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

Agency: **CITY OF BEAUMONT**
Reference: Christina Taylor, Community Development Director
Office: (951) 572-3212 ctaylor@beaumontca.gov
Service: Plan Review since 7/1/2007

Agency: **CITY OF CATHEDRAL CITY**
Reference: Robert Rodriguez, Building Official/Community Development Director
(760) 202-1460/760 770-0344 rrodriguez@cathedralcity.gov
Service: Plan Review since 4/1/2002

Agency: **CITY OF COSTA MESA**
Reference: Ziad Doudar, Building Official
714-754-5604 ziad.doudar@costamesaca.gov
Charles Chamoun, Chief Plans Examiner
(714) 754-5614 charles.chamoun@costamesaca.gov
Services: Plan Review since 1996

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

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

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

Agency: CITY OF 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: Michelle De Santiago, Permit Technician
(818) 898-1227 mdesantiago@sfcity.org
Kanika Kith, Community Development Director
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 (Retiring 11/20/20)

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
(760) 329-6411 ext. 240 ebecerril@cityofdhs.org
Richard Min, Building Official
(760) 329-6411 ext. 259
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

**SECTION 3 PERSONNEL QUALIFICATIONS
ORGANIZATIONAL CHART
RESUMES**

All plan check staff are licensed professionals and have been performing comprehensive reviews for a minimum of 18 years. This enhances the review while establishing a contact for the applicants.

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.

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.

<u>Name</u>	<u>Qualifications</u>	<u>Type of Review Work</u>
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Principal/Project Manager

Scott R. Fazekas, President AIA, NCARB, CBO, CASp LEED AP	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 four cities and stays abreast of changing regulatory trends. His total years in municipal building departments is 50 years.

<u>Name</u>	<u>Qualifications</u>	<u>Type of Review Work</u>
<u>Associates</u>		
Ganesh Rao, S.E.	Registered Structural Engineer, CA Registered Professional Engineer, CA Certified Plans Examiner, ICC/ Calbo	Building & Structural Plumbing, Mechanical, Electrical T24 Energy, Accessibility

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.

Vic Penera, S.E.	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
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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.

Name	Qualifications	Type of Review Work
Brett Archibald, P.E. CASp	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

Brett Archibald has 18 years experience in residential and commercial plan review. He has been with SFA for 18 years.

Peter Tang, P.E.	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.

Scott Beery, P.E.	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.

Name	Qualifications	Type of Review Work
Kyle Tonokawa, P.E.	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.

Kam Chitalia, S.E.,CBO,CASp	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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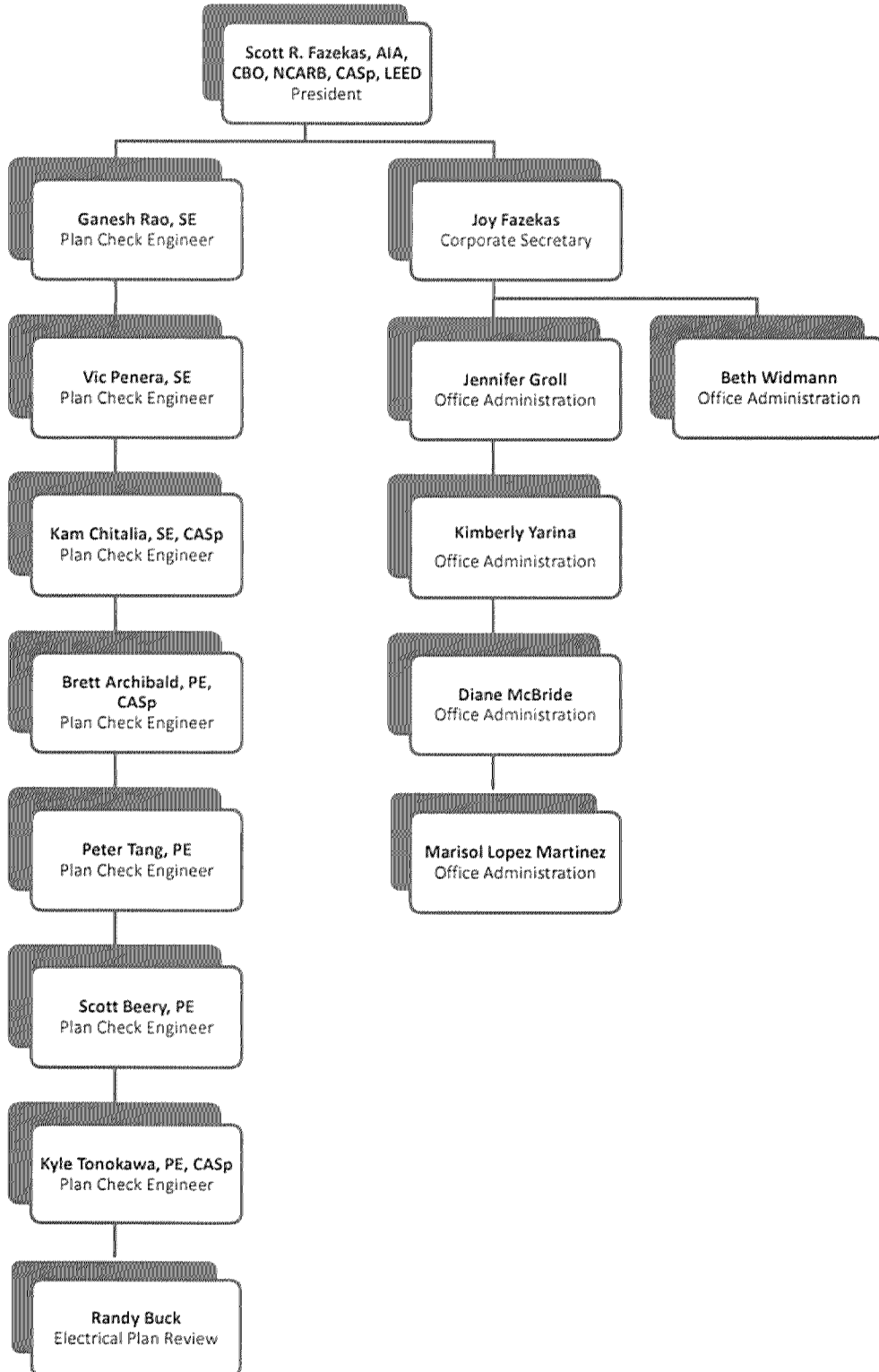
Kam Chitalia joined SFA in 2019. He has provides comprehensive plan check services for all of SFA's client agencies. His reviews include checking for compliance with all state and local codes, ordinances, regulations and city-specific policies. He has 32 years of building safety experience with City of Irvine and SFA and 5 years in the private sector in structural design.

Randy Buck, Electrical	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 has worked 20 years in municipal building safety services.

Organizational Chart & Resumes follow this page

Scott Fazekas & Associates, Inc.



	<p>SCOTT R. FAZEKAS, AIA, NCARB, CBO, LEED AP, CASp President / Principle in Charge</p>
<p>REGISTRATIONS: <i>Licensed Architect, California (C-19012)</i></p> <p><i>Licensed Architect, Nevada, Colorado</i></p> <p>CERTIFICATIONS: <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>EDUCATION: <i>BS, Architecture, California State Polytechnic University</i></p> <p><i>Supplementary Structural Course Work, California State University Fullerton</i></p> <p>PROFESSIONAL AFFILIATIONS: <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><u>EXPERIENCE</u></p> <p>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.</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>GANESH M. RAO, SE Plan Check Engineer</p>
<p>REGISTRATIONS: <i>Registered Structural Engineer, California (S4471)</i></p> <p><i>Registered Professional Engineer, California (C52721)</i></p> <p>CERTIFICATIONS: <i>Certified Plans Examiner, ICC (1136557-60)</i></p> <p>EDUCATION: <i>MS, Civil Engineering, Brigham Young University, Utah</i></p> <p><i>BS, Civil Engineering, Bangalore University, India</i></p> <p>PROFESSIONAL AFFILIATIONS: <i>International Code Council (ICC)</i></p>	<p><u>EXPERIENCE</u></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 & Resort in Garden Grove with a 10-story hi-rise hotel; elderly care facilities; ambulatory surgery centers; and the Tustin Blimp Hanger evaluation repair & 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>KYLE B. TONOKAWA, PE Plan Check Engineer</p>
<p>REGISTRATIONS: <i>Registered Civil Engineer, CA (C43738)</i></p> <p>CERTIFICATIONS: <i>Certified Access Specialist (CASp) (DSA CASp-0642)</i></p> <p>EDUCATION: <i>BS, Civil Engineering, California State Polytechnic University</i></p> <p>PROFESSIONAL AFFILIATIONS: <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><u>EXPERIENCE</u></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 & processing, assembly buildings, private schools, churches, apartment complexes, offices, retail complexes & malls, essential services facilities, and oil refinery projects.</p>

	<p>SCOTT D. BEERY, PE Plan Check Engineer</p>
<p>REGISTRATIONS: <i>Licensed Professional Civil Engineer, California (C64287)</i></p> <p>CERTIFICATIONS: <i>Certified Plans Examiner, ICC, CBC</i></p> <p>EDUCATION: <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>PROFESSIONAL AFFILIATIONS: <i>International Code Council (ICC)</i></p>	<p><u>EXPERIENCE</u></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>VICTOR A. PENERA, SE Plan Check Engineer</p>
<p>REGISTRATIONS: <i>Registered Structural Engineer, California (S2083)</i></p> <p><i>Registered Professional Engineer, California (C21629)</i></p> <p>EDUCATION: <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>PROFESSIONAL AFFILIATIONS: <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><u>EXPERIENCE</u></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>KAM CHITALIA, SE Plan Check Engineer</p>
<p>REGISTRATIONS: <i>Structural Engineer, California (S3661)</i></p> <p><i>Civil Engineer, California (C40594)</i></p> <p>CERTIFICATIONS: <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>EDUCATION: <i>MS, Civil Engineering, Clemson University, SC</i></p> <p><i>BS, Civil Engineering, Bombay University, Bombay, India</i></p> <p>PROFESSIONAL AFFILIATIONS: <i>California Building Officials (CALBO)</i></p> <p><i>Internationsl Code Council, Orange Empire Chapter (ICC)</i></p> <p><i>Certified Access Specialist Institute (CASI)</i></p>	<p><u>EXPERIENCE</u></p> <p>Mr. Chitalia is a Building Plan Check Engineer with Scott Fazekas & Associates, Inc. (SFA) where he provides comprehensive plan check services for all of SFA’s client agencies. His reviews include checking for compliance with all state & local codes, ordinances, regulations and city-specific policies.</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 & 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>PETER K. TANG, PE Plan Check Engineer</p>
<p>REGISTRATIONS: <i>Licensed Civil Engineer, California (C-59691)</i></p> <p>EDUCATION: <i>BS, Engineering, California State Polytechnic University</i></p>	<p><u>EXPERIENCE</u></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 & 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>

	<p>BRETT A. ARCHIBALD, PE Plan Check Engineer</p>
<p>REGISTRATIONS: <i>Registered Civil Engineer, California (C69206)</i></p> <p>CERTIFICATIONS: <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>EDUCATION: <i>BS, Civil Engineering, California State San Diego, Structural Emphasis in Course Work</i></p> <p>PROFESSIONAL AFFILIATIONS: <i>International Code Council (ICC)</i></p> <p><i>Certified Access Specialist Institute (CASI)</i></p>	<p><u>EXPERIENCE</u></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 & 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>RANDY BUCK Electrical Plan Check</p>
<p>EDUCATION: <i>Electrical Engineering, California Polytechnic University, San Luis Obispo, CA</i></p> <p><i>Whitworth College, Spokane WA</i></p> <p>PROFESSIONAL AFFILIATIONS: <i>International Association of Electrical Inspectors (IAEI), Past President</i></p> <p><i>IAEI Professional Member #6034372</i></p>	<p><u>EXPERIENCE</u></p> <p>Mr. Buck works for SFA to provide electrical plan review services on large or complex projects and interfaces with all plan check staff as-needed on unique electrical code issues. He has worked for SFA since his retirement from Costa Mesa in 2017.</p> <p>Mr. Buck has worked in the electrical industry for the past 40 years, starting as an electrician, electrical contractor and then entering the public sector as an electrical inspector for the City of Costa Mesa. He retired after 30 years of service as the Chief Inspector and Electrical Plan Checker for Costa Mesa. He presently teaches electrical code and ordinances for the International Brotherhood of Electrical Workers (IBEW).</p> <p>During his 30 year tenure with the City of Costa Mesa, he plan checked and inspected the electrical on large multi-family residential complexes and numerous commercial facilities. Some notable projects were the Segerstrom Concert Hall which was a large, complex project on an extremely tight timeframe; Triangle Square which had large fault current, generator and an EM lighting system; and Toyota Racing Development (TRD) which had large dynamometers which were unique, custom, one-of-a kind equipment for their test facility.</p> <p>Prior to his experience with the Costa Mesa Building Division, Mr. Buck worked for two Electrical Contractor firms: Foster Electric & Engineering and Walker Electric. He worked 4 years with Foster Electric doing oil refinery hazardous location installations, restaurants and industrial food processing conveyors. With Walker Electric, he worked for 6 years doing large residential complexes up to 750 units, subterranean parking, tennis courts, a community building with racquetball courts, gym, streams and pool.</p> <p>Along with his present duties performing plan reviews with SFA, Mr. Buck teaches at the NJATC (IBEW Training Building) in Santa Ana. The program he teaches for is accredited by Santiago Canyon Community College. His coursework covers compliance, calculations, and interpretation with the Electrical Code.</p>

SECTION 4 METHODOLOGY/QUALITY CONTROL

Project Approach

The project approach will be to provide the highest quality plan review for the City of Westminster 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, good compensation, great office space conditions, organized and highly qualified administrative support staff and a family team environment. SFA values employees with long tenure as the consistency and quality of their work product increases with time. All of our staff take pride in the team of which they are a part.

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

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: 10 working days for initial review; 5 working days for rechecks.** Large projects as agreed upon with City.
- **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.
- **Municipal experience in building departments** familiarity with all internal & external agency and division needs.
- **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.

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.

Overall Process

Scott Fazekas & Associates, Inc. (SFA) proposes to provide start to finish comprehensive plan review services as-needed when assigned by the City of Westminster. All of our plan check staff are located in our Irvine office. Plans will be picked up from City Hall within 24 hours of notification when in paper format, or will receive the plans electronically when notified by the City when they send a link and the application paperwork.

During the review process, once the initial review or resubmittal is plan checked, the plans (**paper or electronic format**) are sent with plan review comments to the applicant with an electronic copy of the Correction List directly to the City's Building Official and any other desired, designated staff. Also, as an extra service, SFA will copy the Owner with the Correction List as a courtesy. This is discussed further in the Additional Data section. SFA's plan check engineers are available to the applicants by phone, e-mail, in person or virtual meeting via Zoom 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 2 sets of approved plans, stamped and signed by SFA, to the City in either paper or electronic format as required. A copy for the Assessor is also included when appropriate depending on the project scope. Adjustments to any of these general protocols can be made to tailor services to meet the City's specific needs.

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

Communication with Applicants

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 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

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

Plan Assignment/Routing

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

Plan Review Document Verification

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

Quality Control Tools

SFA has several tools used for each plan review that are unique to each client agency; 1) a city-specific correction list Template, 2) an Agency Information Sheet, 3) City Policies/Handouts, and 4) Ordinance outlines. These are also augmented by our Standard Residential or Commercial Correction Lists which are updated triennially and throughout the year as-needed, The Template incorporates City-Specific routing instructions, and comments and corrections which the City wants to insure are not missed when they apply. They are worded as acceptable to the City if they wish to review and edit. The Agency Information Sheet covers policies and interpretations specific to each City. This can be updated by the City by a simple phone call or email and is updated and circulated to all plan check staff as amended. Our Standard Corrections Lists have been updated every 3 years by the same plan check engineer who keeps ongoing updates which result from mid-cycle code amendments, statutes from legislation and when a tune-up is found necessary. The Ordinance Outline supplements the Agency Information Sheet when a City has extensive Ordinance amendments. This provides a summary to reference for applicability when reviewing plans.

Staff Meetings/Quality Control

SFA collects subject content on a continuous basis and has internal staff meetings. All of our staff work in our single office location which makes coordination, consistency and information sharing on a daily basis possible. Staff meetings are intended to share documents and tools and to enhance uniformity in interpretations and application of Codes.

Additional Services 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 or Zoom offered by SFA. These meetings are offered at **no additional cost to the City**. If requested by the Building official, City Hall or jobsite meetings will be arranged also.

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
- No sharing of plan assignments occurs by shipping to other district offices

Electronic Tools

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

- SFA has (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 and applicants.
- Municipal permit tracking systems used by cities for which we do electronic plan reviews have been Bluebeam, Accela, E-Plan Soft Review (EPR) Sire and EnerGov.
- SFA's Administrative Section has a computer tracking station exclusively for UPS accounts. Status of plan deliveries and time, dates and individuals who signed for plans is easily accessed.

- 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.
- When requested by a client, SFA has been granted licenses by the City to allow us to **access the City's database and to review the plans in their system** or to update project status when corrections or approvals are issued.
- SFA has an on-line plan review status tool on our website for access by the City and Applicant. Our Correction Lists communicate how it can be accessed as a convenience.

City Role/Time Involvement

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

Hold Form Policy

Plan review is an **essential function in the City's role of establishing compliance with minimum codes, regulations and ordinances** but must be balanced with a **customer service attitude** that establishes a helpful and constructive attitude by the plan check staff in attaining **plan approval**. When a plan check submittal response is not entirely complete or ready for approval but the remaining items are relatively minor, **SFA's HOLD Form allows us to update the City of the Corrections but lets the City know that we have called, notified and are working with, the design team on minor items that can be resolved by slip-sheeting, attaining missing signatures, resolving calculations, etc. . .** The applicant and designer are always appreciative of this personalized level of service which avoids delays by additional plan routing or having to resubmit and wait their turn in line after another resubmittal. This is one of the ways that SFA puts forth the effort to make our client, the City of Westminster, look good. This also lets the City see that our turnaround time is met since the HOLD Form shows that the review was done on time but had corrections. The applicant views it as assisting them in fast-tracking their job.

Owner Notification Policy

SFA has recently implemented a new idea with one of our client agencies that is a departure from conventional Building Safety protocol but is innovative in enhancing the professional image of the City to the property owners. SFA will provide this service for the City of Westminster if Management so desires.

If using the Owner Notification, the applicant is required to provide the owner's contact information on the Application, including e-mail address. When SFA sends out the Correction List to the applicant or design professional, the owner is also provided a copy. It is prefaced with a statement on the e-mail that no action is required by the owner but that the information is provided as a courtesy at the request of the City's Building Official to keep them informed on the progress of their project. The language in this e-mail is subject to the City's approval.

Often, the design team uses the "City" which includes the "Consultant", as the scape goat. They often make excuses to their client for their schedule and workload which delay resubmittals or cause the resubmittals to be incomplete, just to be able to tell their client that they've resubmitted. The owner will see the dates of Correction Lists and the follow-up comments and items that have not been resolved and why. Having the owner engaged should in theory, reduce the number of rechecks needed, facilitating earlier approval, and will reduce or avoid blame being directed at SFA or the City. This, as with the HOLD Form, is another way SFA provides tools to enhance the City's image to their community.

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.

Scheduling and Tracking

SFA's plan log has all the features for 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, notified and shipped**
- Tracking status by UPS or Courier
- 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.

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.

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

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

SECTION 5 FEE

The proposed fee is based on the City's plan check fee which uses 155% of the Permit Fees established by the 1997 Edition of the Uniform Administrative Code Table 3-A and the most current Building Valuations established by the Edition of ICC's Valuation Chart as stipulated by the City. SFA would then propose to charge 40% (forty percent) of the City's plan check fee. Repetitive plans such as with tract homes, would be charged at 10% of the City's fee after the initial model is charged at the regular rate. A minimum fee of \$200 would be charged for small projects.

SFA will expedite occasional plans when requested by the Building Official at no additional charge. If the City has a project where the applicant pays the expedited fee, we will charge our same percentage of the City's increased amount when expediting is required.

Plumbing, Mechanical and Electrical reviews when reviewed separately from the comprehensive plan submittal or revisions will be based on an hourly rate of \$125.00.

SFA will not charge for rechecks unless the plans are incomplete or revised for which the City would collect additional fees from the applicant as well. The City would then have the funds to reimburse SFA. Incomplete plans would never be charged hourly until after three reviews.

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

Additional Services outside the main scope of review would be charged at a rate of \$125.00 per hour or as mutually agreed upon between the City and SFA for the services provided.

CERTIFICATE OF INSURANCE

Policy Number: PSB0003027
Named Insured: Scott Fazekas & Associates, Inc.

RLI Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**RLIPack[®] FOR 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.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 04 03 06

(Ed. 4-84)

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 2 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

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.

Job Description

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

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 06-05-2025
Insured
Scott Fazekas & Associates, Inc.

Policy No. PSW0001945
Insurance Company
RLI Insurance Company

Endorsement No.

Countersigned By _____

Certificate Of Completion

Envelope Id: 740BD96B-7548-4405-916E-C934E3E49A04

Status: Completed

Subject: Complete with Docusign: Transmittal Cover Sheet Form - Scott Fazekas 2025.pdf, Scott Fazekas & ...

Source Envelope:

Document Pages: 58

Signatures: 7

Envelope Originator:

Certificate Pages: 6

Initials: 4

Paul Davison

AutoNav: Enabled

pdavison@WESTMINSTER-CA.GOV

Envelopeld Stamping: Enabled

IP Address: 12.206.145.194

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original

July 8, 2025 | 11:38

Holder: Paul Davison

pdavison@WESTMINSTER-CA.GOV

Location: DocuSign

Status: Original

July 17, 2025 | 07:16

Holder: Tanya Ramirez

tramirez@westminster-ca.gov

Location: DocuSign

Signer Events

Erin Backs

EBacks@Westminster-CA.gov

Security Level: Email, Account Authentication
(None)

Signature

^{DS}

Signature Adoption: Pre-selected Style

Using IP Address: 12.206.145.194

Timestamp

Sent: July 8, 2025 | 12:18

Viewed: July 8, 2025 | 15:53

Signed: July 8, 2025 | 15:53

Electronic Record and Signature Disclosure:

Accepted: April 17, 2024 | 22:33

ID: e3ece55a-23ac-4471-8550-49bf717bcb16

Jodie Griner

JGriner@Westminster-CA.gov

Security Level: Email, Account Authentication
(None)

^{DocuSigned by:}

5749E0E8B30A462...

Signature Adoption: Pre-selected Style

Using IP Address: 12.206.145.194

Sent: July 8, 2025 | 12:18

Viewed: July 14, 2025 | 10:32

Signed: July 14, 2025 | 10:33

Electronic Record and Signature Disclosure:

Accepted: January 21, 2025 | 16:51

ID: deeb76ac-9a01-4452-b1eb-b72378b051db

Justin Nguyen

JVNguyen@Westminster-CA.gov

Security Level: Email, Account Authentication
(None)

^{DocuSigned by:}

FF7863CB7F2341D...

Signature Adoption: Pre-selected Style

Using IP Address: 12.206.145.194

Sent: July 8, 2025 | 12:18

Viewed: July 8, 2025 | 13:58

Signed: July 8, 2025 | 14:02

Electronic Record and Signature Disclosure:

Accepted: September 11, 2024 | 13:27

ID: 0e14aca9-717a-4e96-8efa-e818a761bf37

Scott Fazekas

sfairvine@aol.com

President

Security Level: Email, Account Authentication
(None)

^{DocuSigned by:}

45F76A32B6CF4B7...

Signature Adoption: Pre-selected Style

Using IP Address: 98.189.146.168

Sent: July 8, 2025 | 12:18

Viewed: July 16, 2025 | 15:44

Signed: July 16, 2025 | 16:08

Electronic Record and Signature Disclosure:

Accepted: July 16, 2025 | 15:44

ID: 7da8f7e7-20ba-4e83-b788-8c2c2585e626

Signer Events

Scott Porter
sep@jones-mayer.com
City Attorney
Security Level: Email, Account Authentication (None)

Signature

Signed by:
Scott Porter
D97E0F2A7BF0479...

Signature Adoption: Pre-selected Style
Using IP Address: 18.171.178.220

Timestamp

Sent: July 8, 2025 | 12:18
Viewed: July 8, 2025 | 12:19
Signed: July 18, 2025 | 05:08

Electronic Record and Signature Disclosure:
Accepted: July 18, 2025 | 04:40
ID: edc1f8ba-e641-4dd9-83e8-331c65c9598c

Sheri VanderDussen
SVanderDussen@WESTMINSTER-CA.GOV
Interim Director of Community Development
Security Level: Email, Account Authentication (None)

Signed by:
Sheri VanderDussen
C8036634945A418...

Signature Adoption: Pre-selected Style
Using IP Address: 12.206.145.194

Sent: July 8, 2025 | 12:18
Viewed: July 8, 2025 | 12:30
Signed: July 8, 2025 | 12:30

Electronic Record and Signature Disclosure:
Accepted: October 8, 2024 | 10:28
ID: 5c429ca8-c5d1-432e-bd0d-b32ac9701a14

Tanya Ramirez
TRamirez@Westminster-CA.gov
Security Level: Email, Account Authentication (None)

Completed

Using IP Address: 12.206.145.194

Sent: July 8, 2025 | 12:18
Viewed: July 15, 2025 | 10:40
Signed: July 15, 2025 | 10:41

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Christine Cordon
ccordon@westminster-ca.gov
City Manager
Security Level: Email, Account Authentication (None)

DocuSigned by:
Christine Cordon
E9CB17CEAA77440...

Signature Adoption: Pre-selected Style
Using IP Address: 2a02:26f7:f6d8:a009:0:800:0:1
Signed using mobile

Sent: July 18, 2025 | 05:08
Viewed: July 18, 2025 | 08:59
Signed: July 18, 2025 | 08:59

Electronic Record and Signature Disclosure:
Accepted: July 18, 2025 | 08:59
ID: c75deaac-5bef-4ca1-85a7-0dc036d7863a

Ashton Arocho
AArocho@WESTMINSTER-CA.GOV
City Clerk
City of Westminster
Security Level: Email, Account Authentication (None)

Signed by:
Ashton Arocho
50F8C4C21CE544C...

Signature Adoption: Pre-selected Style
Using IP Address: 12.206.145.194

Sent: July 18, 2025 | 08:59
Viewed: July 21, 2025 | 10:06
Signed: July 22, 2025 | 10:33

Electronic Record and Signature Disclosure:
Accepted: July 21, 2025 | 10:06
ID: 5d4c89eb-253c-4de3-909e-0d40e7dccb8b

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Patricia Peraza
PPeraza@WESTMINSTER-CA.GOV
Administrative Assistant
City of Westminster
Security Level: Email, Account Authentication
(None)

Status

COPIED

Timestamp

Sent: July 9, 2025 | 14:17

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent
Envelope Updated
Envelope Updated
Certified Delivered
Signing Complete
Completed

Hashed/Encrypted
Security Checked
Security Checked
Security Checked
Security Checked
Security Checked

July 8, 2025 | 12:18
July 9, 2025 | 14:17
July 21, 2025 | 10:34
July 21, 2025 | 10:06
July 22, 2025 | 10:33
July 22, 2025 | 10:33

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Westminster (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Westminster:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: AArocho@westminster-ca.gov

To advise City of Westminster of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at AArocho@westminster-ca.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Westminster

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to AArocho@westminster-ca.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Westminster

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to AArocho@westminster-ca.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Westminster as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Westminster during the course of your relationship with City of Westminster.