ATTACHMENT 7

PROFESSIONAL SERVICES AGREEMENT
CITY OF COSTA MESA

THIS AGREEMENT is made and entered into this __ day of June, 2012 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and Melad and Assoc. Inc., 8907 Warner Ave., Suite 161, Huntington Beach, Calif. 92649, a California corporation ("Consultant").

W I T N E S S E T H :

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

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

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in Consultant's Proposal, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference.

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

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

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

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

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

(a) Meet with Consultant to review the quality of the work and resolve the matters of concern;

(b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code.

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

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost

and expense.

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. As compensation for the provision of services outlined in Exhibit "A" and in accordance with this agreement, Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A," attached hereto and incorporated by reference. Consultant's total compensation shall not exceed five hundred thirty six thousand, one hundred twenty Dollars ($536,120.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal or in an amount exceeding $536,120.00 unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

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

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

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

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

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

4.0. TERM AND TERMINATION

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

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

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

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

5.0. INSURANCE

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

approved by City:

(a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.

(b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.

(c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

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

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

(a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant.."

(b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City.

(c) Other insurance: "The Consultant's insurance coverage shall be primary

insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

(d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.

(e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

5.5. Non-limiting: Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement: This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The Chief Executive Officer for the City of Costa Mesa ("City's CEO") or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

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

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

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

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

IF TO CONSULTANT:	IF TO CITY:
Melad and Assoc. Inc. 8907 Warner Ave., Suite 161 Huntington Beach, Calif. 92647 Tel: 714.848.0487 Fax: 714.848.7027 Attn: Burt Morgan E-mail: meladassoc@aol.com	City of Costa Mesa 77 Fair Drive Costa Mesa, CA 92626 Tel: 714-754-5604 Fax: 714-754-4856 Attn: Khanh Nguyen

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

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

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

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

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

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

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

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF COSTA MESA,
A municipal corporation

_____ Date: _____
Mayor of the City of Costa Mesa

_____ Date: _____
CEO of Costa Mesa

CONSULTANT

Signature

Date: 6-07-12

JOSE D. MELAD, PRESIDENT
Name and Title

Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

City Attorney

Date:

APPROVED AS TO INSURANCE:

Risk Management

Date:

APPROVED AS TO CONTENT:

Project Manager

Date: 6-8-12

ATTEST:

City Clerk and ex-officio Clerk
Of the City of Costa Mesa

Date:

CITY COUNCIL POLICY 100-5

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

BACKGROUND

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

PURPOSE

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.

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

POLICY

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

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

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

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

1. The dangers of drug abuse in the workplace;

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

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

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

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

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

1. Abide by the terms of the statement; and

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

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

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

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

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

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

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

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

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

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

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

/CSG PSA

EXHIBIT A

MELAD AND ASSOCIATES
engineering • code consultants

May 1, 2012

City of Costa Mesa
Building Safety
Attn: Keith Clarke-Building Official
77 Fair Drive
Costa Mesa, CA 92626

SUBJECT: Request For Proposals To Provide Building Plan Check And Inspection Services.

MELAD & ASSOCIATES is pleased to submit a proposal to the City of Costa Mesa for building plan check and inspections services. Our firm has been providing plan checking and building inspection services, as well as other quality municipal services, to numerous cities in Southern California since 1981.

Our primary goal is to provide quality, professional, and cost-effective plan check and inspection services to all of our client cities. The members of our staff include engineers, building officials, plans examiners, building inspectors, and permit technicians, all professionally registered and certified. Our ability to be responsive and flexible with your staffing needs, as well as maintaining courteous and professional relationships with homeowners, architects, engineers, and contractors, are valuable assets that we take great pride in. Our past experience working with the City of Costa Mesa, has given us a particular insight with the inner workings of the City's Building Department and other departments, as well as becoming quite familiar with the City itself.

MELAD & ASSOCIATES will provide qualified reviews and plan check for completeness and conformance with all City Ordinances, State and Federal Regulations, and all adopted Building, Electrical, Mechanical, Plumbing, Energy, Green, and ADA codes, as well as the adopted NFPA standards as mandated by State Title 24 and applicable ordinances. All reviews will be performed by our staff of certified engineers and plans examiners, as well as meet all time table expectations. Please see table below.

Table 1 – **Accelerated plan reviews start at the time the Accelerated Plan Review Agreement is signed, per your instruction. All turnaround times reflected are in calendar days, per your requirements.*

Type of Project	Initial Review	Recheck	Expedited
New Single Family or Multi-Family	10 days	5 days	5 days
Residential Additions & Alterations	10 days	5 days	5 days
New Commercial or Industrial	10 days	5 days	5 days
Commercial or Industrial T.I.	10 days	5 days	5 days

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Melad & Associates has an on-staff courier, and can accommodate pick-ups and deliveries within twenty-four hour notice. We can also provide overnight mail services if desired. We will provide two copies of the plan check correction list, when plans are returned to the City with comments.

It is understood that when required, members of our staff will be available to attend meetings in the Building Department regarding plan check reviews, or may have to make site visits regarding projects from time to time. Our office is located a mere 6.5 miles away in nearby Huntington Beach, making it convenient for customers to meet with us in our office, or for us to attend meetings on site or at the Building Department as needed.

Melad & Associates may be reached by mail at 8907 Warner Ave. Suite 161, Huntington Beach, CA 92647, by phone at (714) 848-0487, by fax at (714) 848-7027, or by e-mail at meladassoc@aol.com.

We will provide ICC certified building inspectors at the City's request, qualified and experienced with all applicable codes, State and Federal regulations, and City Ordinances. It is understood that all inspectors shall maintain records of all construction projects inspected, including a daily record of what was inspected, which shall be recorded on the job card, office permit copy, and in the Building & Safety computer system. All inspectors and permit technicians on staff have worked with various permit tracking systems in several Southern California jurisdictions.

Melad & Associates has been providing plan check and inspection services for numerous City Building Departments throughout Southern California since 1981. We have in the past also staffed Building Officials, Permit Technicians, Administrative Staff, and Code Enforcement Officers to various jurisdictions when needed. Listed below are the various past and present Cities we have done work with.

Arcadia	Gardena	San Gabriel
Avalon	Fountain Valley	Santa Ana
Azusa	La Habra	Seal Beach
Buena Park	La Palma	Signal Hill
Chino	Long Beach	South Gate
Claremont	Lynwood	Stanton
Compton	Manhattan Beach	Temecula
Costa Mesa	Monrovia	Tustin
Cypress	Moreno Valley	Villa Park
Dana Point	Pasadena	Westminster
Downey	Pico Rivera	Yorba Linda
Garden Grove	Redondo Beach	

We have proudly served all of these Cities, and have had the pleasure of watching their communities grow. Some of these Departments we have worked with for over twenty-five years.

The experience and knowledge of our staff is the very backbone of Melad & Associates, and having worked with Building Departments for over thirty years clearly shows our dedication in providing quality plan checking and inspection services. We would also like to add that Melad & Associates strictly performs plan check and inspection services. We do no engineering design work to avoid any conflict of interest with our clients. Please see the table below for a list of our staff, their roles, and their qualifications.

Table 2 – Plan Check Staff

Name/Title	Qualifications	Type of Review Work
Jose D. Melad President	State of California P.E. Lic. #C28095 ICBO certified Plans Examiner, Building Inspector, Combination Inspector	Plan review of all types of buildings, Electrical, Green Building, & Disabled Access
Jose Miran Senior Plan Check Engineer	State of California P.E. Lic. #C24913 ICC certified Building Official ICBO certified Plans Examiner and Non-Residential Energy Plans Examiner	Non-Residential Building Plan Review
Anant Sheth Senior Structural Engineer	State of California P.E. Lic. #C25043	Structural Plan Review
Ely Mamoyac Senior Structural Engineer	State of California P.E. Lic. #S3409	Structural Plan Review
Raymundo Go Mechanical Engineer	State of California P.E. Lic. #M27284	Plumbing Review, Mechanical & Title 24, Green Building
Jose Abarquez III Senior Plan Check Engineer	State of California P.E. Lic. #C51994 ICC certified Plans examiner #62935 ICBO certified Energy Plans Examiner #94-5253, CASp - 315	Residential Building Review
Burt Morgan Senior Plan Checker	ICC certified Building Official ICC certified Plans Examiner	Non-Structural Review of all types of non-residential buildings

Table 3 – Plan Check Staff Experience

Name	Work Experience
Jose D. Melad P.E., CE	Over forty years experience as former Building Official, Plan Checker, and Building Inspector for the Cities of Pico Rivera, Compton, Stanton, and Fountain Valley, as well as President of Melad & Associates.
Jose Abarquez III, P.E., CE	Over twenty years experience in plan checking and building design.
Ely Mamoyac SE	Over twenty-five years experience in plan checking and building design. Former Plan Check Engineer with the City of Los Angeles.
Anant Sheth P.E., CE, MSCE	Over twenty-five years experience in structural and civil engineering design work. Also structural plan checker for almost twenty years.
Jose Miran P.E., MS	Over thirty years experience in plan checking and building design. Former Plan Checker with the City of Fullerton.
Raymundo Go, P.E, ME	Over twenty years experience in mechanical and plumbing design. More than three years experience in plan checking for mechanical, plumbing, and T-24.
Burt Morgan CBO	Over thirty years experience as Building Official, Plan Checker, and Building Inspector. Former Chief Plans Examiner with the City of Costa Mesa.

Table 4 – Building Inspection Staff **All Inspectors are ICC/ICBO Certified*

Name/Certifications	Work Experience
Chuck Feenstra ICBO Building Inspector	Over twenty years experience in general building inspections, administration, and construction. Former Senior Building Inspector with the City of Seal Beach.
Chuck Goetz ICBO Building Inspector	Over twenty years experience in public works and general building inspections, administration, and construction. Former Building Inspector with the City of Seal Beach.
Brian Hara ICC Building Inspector	Over six years of experience in general building inspections. Has worked for Melad & Associates in the Cities of Lynwood, Compton, and Manhattan Beach.
Terry Johnson ICBO Building Inspector & Building Official	Over thirty years experience in building inspections and supervision. Former Principal Building Inspector with the City of Long Beach and also the Former Building Official with the City of Los Alamitos.
Ricardo Lazaro BSCE, ICBO Building & Combination Inspector. ICBO Plans Examiner	Over twenty years experience in building inspection and plan check. Former Plan Check Engineer with the Cities of Tustin, Pasadena, and Los Angeles.
Don Leuer ICBO Building, Plumbing, and Structural Masonry Inspector	Over twenty years experience in building inspections and construction. Former Building Inspector Supervisor with the City of South Gate.

Table 4 – Building Inspection Staff (continued)

Name/Certifications	Work Experience
Craig Palmer ICBO Building and Combination Inspector	Over ten years experience in general building inspections. Has worked in the Cities of Lancaster, Lynwood, Pico Rivera, Downey, Fountain Valley, and Manhattan Beach.
Paul Pitts ICBO Building Inspector	Over twenty years experience in building inspections, administration, and construction. Former Building Official with the City of La Palma.
Art Salas ICBO Building Inspector	Former Building Inspector with the City of South Gate.

It is of extreme importance to us to maintain a reasonable fee schedule with our client Cities. We are ready to provide high level, professional, and cost effective consultation to the various needs of our clients. If needs change, or market conditions fluctuate, we can respond immediately to any and all service level expectations. Please see the table below for our current fee schedule.

Table 5A– Fee Schedule For Plan Check
**Our fees to be based on the fees established by the City of Costa Mesa and the most current adopted Codes.*

Type of Review	Fees
Complete Plan Review	75% of the plan check fee established by the City, or at an hourly rate of $60. Note that this includes the initial review and two rechecks only. Each subsequent review may be billed at an hourly rate.
Repetitive Plan Review	75% of the plan check fee for the models, and 75% of the plan check fee established by the City for repetitive plans.
Accelerated Plan Review	Will be charged only when requested by the City, at the regular fee plus an additional 50% of the plan check fee.
**In lieu of complete building plan checking, requests may be approved for separate model code checks, and fees may be charged accordingly.*	
Electrical/Title 24	25% of building plan check fee or $60 per hour.
Mechanical/Title 24	25% of building plan check fee or $60 per hour.
Plumbing	15% of building plan check fee or $60 per hour.
Grading Plan Review	Fees to be established by the City or $75 per hour with a minimum fee of $300.

Table 5B – Hourly Rate Fee Schedule
** Charges are based on a minimum of four hours upon each request of service.*

** Mileage for Building Inspection Positions is $0.50 per mile if the City does not provide transportation for performance of this duty.*

**Overtime hourly rates are based on a minimum of four hours upon each request of service. The hourly overtime rate is an additional 50% per hour.*

Position	Hourly Rate
Combination Building Inspector	$55 per hour
Senior Building Inspector (Supervisor)	$65 per hour
Chief of Inspection (Manager)	$75 per hour
Plans Examiner	$60 per hour
Plan Check Engineer	$85 per hour
Chief Plan Check Engineer (Manager)	$100 per hour
Permit Technician I (Entry Level)	$35 per hour
Permit Technician II	$45 per hour
Permit Technician Supervisor/Manager	$55 per hour
Assistant Building Official	$75 per hour
CASp	$60 per hour

We would like to thank the City of Costa Mesa for the opportunity to submit this proposal. We have enjoyed serving the Building Department as well as the City of Costa Mesa in the past, and look forward to getting the opportunity to do so again. We firmly believe that we have the most highly trained, knowledgeable, and experienced staff in this industry, and have no doubt that we can provide professional, thorough, and timely service for your community.

I look forward to hearing from you, and should there be any specific areas not addressed herein, or any further information that you may require, please do not hesitate to contact us so that we may respond accordingly.

Sincerely,

Jose Melad
President
Melad & Associates

RESUMES

MR. JOSE D. MELAD
PRESIDENT
MELAD AND ASSOCIATES

EDUCATION:	Structural Engineering Major, M.S.C.E. Program, CSULB Bachelor of Science in Civil Engineering Republic of the Philippines
CERTIFICATIONS:	Registered Professional Civil Engineer State of California, P.E., Lic. # C.E. 28095 Certified Plans Examiner, I.C.B.O. Certified Building Inspector, I.C.B.O. Certified Combination Inspector, I.C.B.O.
AFFILIATIONS:	National Society of Professional Engineers International Conference of Building Officials American Construction Inspectors Association International association of Electrical Inspectors California Building Officials World Organization of Building Officials Structural Engineers of Southern California International Association of Plumbing and Mechanical Officials National Fire Protection Association The Masonry Society

WORK EXPERIENCE:

1981 - PRESENT	Melad And Associates, Inc., President Providing Building Administration services to jurisdictions. Service include Structural engineering plan review, code plan checking, Fire Code review , code consultation and providing general building inspection services on contract basis.
1982 - 1987	City of Pico Rivera, Building Official Part-time consulting Building Official in charge of all aspects of the building division. Supervise inspectors and staff. Provide plan review service on a contract bases.
1977 - 1981	City of Fountain Valley, Director of Building & Safety In charge of the entire building department activities. Supervised building personnel and consulted to public works department. Oversee plan review services and maintenance of city buildings.

1977	City of Gardena, Plan Check Engineer Provide plan checking and code review for projects submitted to the city. Worked with planning division and other city agencies.
1974 - 1977	City of Pico Rivera, Plan Checker/Assistant Bldg. Official Plan Check all types of building construction plans and other structures for compliance with all city adopted codes and ordinances, State and Federal laws as related to building and safety regulations.
1973 - 1974	City of Stanton, Building Inspector (One-man Division) - In charge of all department activities, such as plan checking of buildings, electrical, plumbing, and mechanical plans including zoning for building code compliance. General inspection on all types of construction. Represent the City of Stanton in all meetings and seminars pertaining to the Building Department activities.
1970 - 1973	City of Compton, Senior Building Inspector In charge of the Department of Building and Safety in the absence of the Chief Building Official and performed plan checking and general inspection.
1966 - 1970	Manila, Philippines, Assistant Civil Engineer In charge of public works projects and transferred to building construction and inspection division as a building engineer inspector assigned to structural inspections of high-rise buildings.

RESUME

JOSE M. ABARQUEZ III

EDUCATION:	University of the Philippines, Quezon City, Philippines B.S. Civil Engineering, 1979
CERTIFICATES:	Registered Civil Engineer, State of California, #51994, July 8, 1994 Certified Energy Plans Examiner, #94-5253 Certified Plans Examiner, ICC, #62935 Certified Access Specialist
AFFILIATIONS:	American Society of Civil Engineers ICC Certified Member

WORK EXPERIENCE:

1988 - PRESENT	Melad and Associates, Senior Plan Check Engineer Plan Check of residential structures for compliance with all city adopted codes and ordinances, State and Federal laws as related to building and safety regulations.
1984 - 1988	Wilson, Andros, Roberts & Noll, Design Engineer Responsible for preparing structural calculations and drafting of plans as well as investigation of existing structures. Projects involved steel, concrete and masonry buildings . Also, refined company software on structural design.
1983 - 1984	DCCD Engineering Corporation, Design Engineer Evaluated the structural condition of the existing buildings and prepared schematic plans and budgetary estimates for telephone exchanges.
1981 - 1983	Petrophil Corporation, Project Engineer Design and development of civil work projects related to bulk oil plant operations. Tasks include the preparation of feasibility studies, construction plans, bid documents and cost estimates, field inspection, processing of contractor's bills and preparation of progress reports