

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is dated October 17, 2017 ("Effective Date") and is between the City of Manhattan Beach, a California municipal corporation ("City") and Melad & Associates, Inc., a California corporation, ("Contractor"). City and Contractor are sometimes referred to herein as the "Parties", and individually as a "Party".

### RECITALS

A. City issued Request for Proposals No. 1126-17 on May 8, 2017, seeking proposals for the provision of building plan check, building inspection and fire plan check services. Contractor submitted a proposal dated June 8, 2017 in response to the RFP.

B. Contractor represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

C. City desires to retain Contractor as an independent contractor and Contractor desires to serve City to perform these services in accordance with the terms and conditions of this Agreement.

#### 1. Contractor's Services.

A. Scope of Services. Contractor shall perform the services described in the Scope of Services (the "Services"), attached as **Exhibit A**. City may request, in writing, changes in the Scope of Services to be performed. Any changes mutually agreed upon by the Parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

B. Party Representatives. For the purposes of this Agreement, the City Representative shall be the City Manager, or such other person designated in writing by the City Manager (the "City Representative"). For the purposes of this Agreement, the Contractor Representative shall be Jose Melad, President (the "Contractor Representative"). The Contractor Representative shall directly manage Contractor's Services under this Agreement. Contractor shall not change the Contractor Representative without City's prior written consent.

C. Time for Performance. Contractor shall commence the Services on the Effective Date and shall perform all Services in conformance with the project timeline, set forth in **Exhibit A**.

D. Standard of Performance. Contractor shall perform all Services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to City.

E. Personnel. Contractor has, or will secure at its own expense, all personnel required to perform the Services required under this Agreement. All of the Services required under this Agreement shall be performed by Contractor or under its supervision, and all personnel engaged in the work shall be qualified to perform such Services.

F. Compliance with Laws. Contractor shall comply with all applicable federal, state and local laws, ordinances, codes, regulations and requirements.

G. Permits and Licenses. Contractor shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of Services under this Agreement, including a business license.

2. **Term of Agreement**. The term of this Agreement shall be from the Effective Date through October 17, 2020 unless sooner terminated as provided in Section 12 of this Agreement or extended. The City Manager shall have authority to extend the term of this Agreement for up to two (2) additional one-year periods.

3. **Compensation.**

A. Compensation.

1) As full compensation for Contractor's Services provided under this Agreement, City shall pay Contractor in accordance with the Approved Fee Schedule attached hereto as **Exhibit B**.

2) If City exercises the option to extend the term beyond October 17, 2020 as provided in Section 2, the hourly rates set forth in the Approved Fee Schedule may be adjusted by an amount equal to the percentage change in the Consumer Price Index (CPI) as published by the United States Department of Labor, Bureau of Labor Statistics, for All Urban Consumers, Los Angeles-Riverside-Orange County area (Base 1982-84 = 100), for the most recent 12-month period for which data is available, with a cap of three percent (3%). The hourly rates shall remain firm for the following 12-month period. Contractor shall notify the City Manager in writing 30 days prior to October 17, 2020 of any proposed increase in hourly rates, with supporting documentation showing the CPI calculations and proposed new fee schedule. Any requests for a rate increase must be received 30 days prior to October 17, 2020, otherwise no increase will be allowed for that year.

3) If City exercises the option to extend the term beyond October 17, 2021, the hourly rates set forth in the Approved Fee Schedule may be adjusted by the procedure set forth in paragraph 2 of this Section 3.A. Any requests for such a rate increase must be received 30 days prior to the October 17, 2021, otherwise no increase will be allowed for that year.

B. Expenses. The amount set forth in paragraph 3.A. above shall include reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this Agreement.

C. Additional Services. City shall not allow any claims for additional Services performed by Contractor, unless the City Council or City Representative, if applicable, and the Contractor Representative authorize the additional Services in writing prior to Contractor's performance of the additional Services or incurrence of additional expenses. Any additional Services or expenses authorized by the City Council or City Representative shall be compensated at the rates set forth in **Exhibit B**, or, if not specified, at a rate mutually agreed to by the Parties. City shall make payment for additional Services and expenses in accordance with Section 4 of this Agreement.

#### **4. Method of Payment.**

A. Invoices. Contractor shall submit to City an invoice, on a monthly basis for the Services performed pursuant to this Agreement. Each invoice shall itemize the Services rendered during the billing period, hourly rates charged, if applicable, and the amount due. City shall review each invoice and notify Contractor in writing within ten business days of receipt of any disputed invoice amounts.

B. Payment. City shall pay all undisputed invoice amounts within 30 calendar days after receipt, in accordance with Section 3 of this Agreement. City does not pay interest on past due amounts. City shall not withhold federal payroll, state payroll or other taxes, or other similar deductions, from payments made to Contractor.

C. Audit of Records. Contractor shall make all records, invoices, time cards, cost control sheets and other records maintained by Contractor in connection with this Agreement available during Contractor's regular working hours to City for review and audit by City.

**5. Independent Contractor.** Contractor is, and shall at all times remain as to City, a wholly independent contractor. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of City.

#### **6. Information and Documents.**

A. Contractor covenants that all data, reports, documents, discussion, or other information (collectively "Data") developed or received by Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed or released by Contractor without prior written authorization by City. City shall grant such authorization if applicable law requires disclosure. Contractor, its officers, employees, agents, or subcontractors shall not without written authorization from the City Manager or unless requested in writing by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary," provided Contractor gives City notice of such court order or subpoena.

B. Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City may, but has no obligation to, represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, City's right to review any such response does not imply or mean the right by City to control, direct or rewrite the response.

C. All Data required to be furnished to City in connection with this Agreement shall become City's property, and City may use all or any portion of the Data submitted by Contractor as City deems appropriate. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the Services, surveys, notes, and other documents prepared in the course of providing the Services shall become City's sole property and may be used, reused or otherwise disposed of by City without Contractor's permission. Contractor may take and retain copies of the written products as desired, but the written products shall not be the subject of a copyright application by Contractor.

D. Contractor's covenants under this Section 6 shall survive the expiration or termination of this Agreement.

**7. Conflicts of Interest.** Contractor and its officers, employees, associates and subcontractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Contractor's Services under this Agreement, including the Political Reform Act (Gov. Code § 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Contractor may perform similar Services for other clients, but Contractor and its officers, employees, associates and subcontractors shall not, without the City Representative's prior written approval, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Contractor shall incorporate a clause substantially similar to this Section 7 into any subcontract that Contractor executes in connection with the performance of this Agreement.

## **8. Indemnification.**

A. Indemnity for Design Professional Services. To the fullest extent permitted by law, Contractor shall, at its sole cost and expense, protect, indemnify, and hold harmless City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including

fees of accountants, attorneys, or other professionals and all costs associated therewith, and reimbursement of attorney's fees and costs of defense (collectively "Liabilities"), whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to, in whole or in part, the negligence, recklessness or willful misconduct of Contractor, its officers, agents, servants, employees, subcontractors, material men, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of design professional services under this Agreement by a "design professional," as the term is defined under California Civil Code Section 2782.8(c)(2).

**B. Other Indemnities.**

1) Other than in the performance of design professional services, and to the fullest extent permitted by law, Contractor shall, at its sole cost and expense, defend, hold harmless and indemnify the Indemnitees from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Claims"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the Parties. Contractor shall defend the Indemnitees in any action or actions filed in connection with any Claim with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Contractor shall reimburse the Indemnitees for any and all legal expenses and costs incurred by the Indemnitees in connection therewith.

2) Contractor shall pay all required taxes on amounts paid to Contractor under this Agreement, and 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. Contractor shall fully comply with the workers' compensation law regarding Contractor and Contractor's employees. Contractor shall indemnify and hold City harmless from any failure of Contractor to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this subparagraph B.2).

3) Contractor shall obtain executed indemnity agreements with provisions identical to those in this Section 8 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. If Contractor fails to obtain such indemnities, Contractor shall be fully

responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Claims in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the Parties.

C. Workers' Compensation Acts not Limiting. Contractor's obligations under this Section 8, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

D. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Contractor because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions in this Section 8 shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, Claims, tax, assessment, penalty or interest asserted against City.

E. Survival of Terms. The indemnification in this Section 8 shall survive the expiration or termination of this Agreement.

## **9. Insurance.**

A. Minimum Scope and Limits of Insurance. Contractor shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1) Commercial General Liability Insurance with a minimum limit of \$2,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of \$2,000,000.00 per project or location. If Contractor is a limited liability company, the commercial general liability coverage shall be amended so that Contractor and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of \$2,000,000.00 per accident for bodily injury and property damage. If Contractor does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Contractor shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under subparagraph A.1) of this Section 9.

3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of \$1,000,000.00 per

accident for bodily injury or disease. If Contractor has no employees while performing Services under this Agreement, workers' compensation policy is not required, but Contractor shall execute a declaration that it has no employees.

4) Professional Liability [Errors and Omissions] Insurance with minimum limits of \$2,000,000.00 per claim and in aggregate.

B. Acceptability of Insurers. The insurance policies required under this Section 9 shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self insurance shall not be considered to comply with the insurance requirements under this Section 9.

C. Additional Insured. The commercial general and automobile liability policies shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds.

D. Primary and Non-Contributing. The insurance policies required under this Section 9 shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Contractor's insurance and shall not contribute with it.

E. Contractor's Waiver of Subrogation. The insurance policies required under this Section 9 shall not prohibit Contractor and Contractor's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against City.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Contractor shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Contractor shall procure a bond guaranteeing payment of losses and expenses.

G. Cancellations or Modifications to Coverage. Contractor shall not cancel, reduce or otherwise modify the insurance policies required by this Section 9 during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to City. If any insurance policy required under this Section 9 is canceled or reduced in coverage or limits, Contractor shall, within two business days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

H. City Remedy for Noncompliance. If Contractor does not maintain the policies of insurance required under this Section 9 in full force and effect during the term of this Agreement, or in the event any of Contractor's policies do not comply with the requirements under this Section 9, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out

the necessary insurance and pay, at Contractor's expense, the premium thereon. Contractor shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Contractor.

I. Evidence of Insurance. Prior to the performance of Services under this Agreement, Contractor shall furnish City's Risk Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section 9. The endorsements are subject to City's approval. Contractor may provide complete, certified copies of all required insurance policies to City. Contractor shall maintain current endorsements on file with City's Risk Manager. Contractor shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Contractor shall furnish such proof at least two weeks prior to the expiration of the coverages.

J. Indemnity Requirements not Limiting. Procurement of insurance by Contractor shall not be construed as a limitation of Contractor's liability or as full performance of Contractor's duty to indemnify City under Section 8 of this Agreement.

K. Subcontractor Insurance Requirements. Contractor shall require each of its subcontractors that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section 9.

## **10. Mutual Cooperation.**

A. City's Cooperation. City shall provide Contractor with all pertinent Data, documents and other requested information as is reasonably available for Contractor's proper performance of the Services required under this Agreement.

B. Contractor's Cooperation. In the event any claim or action is brought against City relating to Contractor's performance of Services rendered under this Agreement, Contractor shall render any reasonable assistance that City requires.

**11. Records and Inspections.** Contractor shall maintain complete and accurate records with respect to time, costs, expenses, receipts, correspondence, and other such information required by City that relate to the performance of the Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to City, its designees and representatives at reasonable times, and shall allow City to examine and audit the books and records, to make transcripts therefrom as necessary, and to inspect all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three years after receipt of final payment.

## **12. Termination of Agreement.**

A. Right to Terminate. City may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to Contractor at least five calendar

days before the termination is to be effective. Contractor may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to City at least 60 calendar days before the termination is to be effective.

B. Obligations upon Termination. Contractor shall cease all work under this Agreement on or before the effective date of termination specified in the notice of termination. In the event of City's termination of this Agreement due to no fault or failure of performance by Contractor, City shall pay Contractor based on the percentage of work satisfactorily performed up to the effective date of termination. In no event shall Contractor be entitled to receive more than the amount that would be paid to Contractor for the full performance of the Services required by this Agreement. Contractor shall have no other claim against City by reason of such termination, including any claim for compensation.

**13. Force Majeure.** Contractor shall not be liable for any failure to perform its obligations under this Agreement if Contractor presents acceptable evidence, in City's sole judgment, that such failure was due to strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond Contractor's reasonable control and not due to any act by Contractor.

**14. Default.**

A. Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default.

B. If the City Manager or his delegate determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, City shall serve Contractor with written notice of the default. Contractor shall have ten calendar days after service upon it of the notice in which to cure the default by rendering a satisfactory performance. In the event that Contractor fails to cure its default within such period of time, City may, notwithstanding any other provision of this Agreement, terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

**15. Notices.** Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during Contractor's and City's regular business hours, or (c) three business days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the Party to be notified as set forth below:

If to City:

If to Contractor:

Attn: Ryan Heise  
City of Manhattan Beach  
1400 Highland Avenue  
Manhattan Beach, California 90266  
Telephone: (310) 802-5525  
Email: [rheise@citymb.info](mailto:rheise@citymb.info)

Melad & Associates  
Attn: Jose Melad, President  
8907 Warner Avenue, Suite 161  
Huntington Beach, CA 92647  
(714) 848-0487  
[meladassoc@aol.com](mailto:meladassoc@aol.com)

With a courtesy copy to:

Quinn M. Barrow, City Attorney  
1400 Highland Avenue  
Manhattan Beach, California 90266  
Telephone: (310) 802-5061  
Email: [qbarrow@citymb.info](mailto:qbarrow@citymb.info)

**16. Non-Discrimination and Equal Employment Opportunity.** In the performance of this Agreement, Contractor shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law. Contractor will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation.

**17. Prohibition of Assignment and Delegation.** Contractor shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without City's prior written consent. City's consent to an assignment of rights under this Agreement shall not release Contractor from any of its obligations or alter any of its primary obligations to be performed under this Agreement. Any attempted assignment or delegation in violation of this Section 17 shall be void and of no effect and shall entitle City to terminate this Agreement. As used in this Section 17, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

**18. No Third Party Beneficiaries Intended.** This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

**19. Waiver.** No delay or omission to exercise any right, power or remedy accruing to City under this Agreement shall impair any right, power or remedy of City, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement shall be

(1) effective unless it is in writing and signed by the Party making the waiver, (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy, or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

**20. Final Payment Acceptance Constitutes Release.** The acceptance by Contractor of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Contractor for anything done, furnished or relating to Contractor's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within ten calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Contractor, its employees, sub-contractors and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Contractor, its employees, sub-contractors and agents.

**21. Corrections.** In addition to the above indemnification obligations, Contractor shall correct, at its expense, all errors in the work which may be disclosed during City's review of Contractor's report or plans. Should Contractor fail to make such correction in a reasonably timely manner, such correction may be made by City, and the cost thereof shall be charged to Contractor. In addition to all other available remedies, City may deduct the cost of such correction from any retention amount held by City or may withhold payment otherwise owed Contractor under this Agreement up to the amount of the cost of correction.

**22. Non-Appropriation of Funds.** Payments to be made to Contractor by City for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that City does not appropriate sufficient funds for payment of Contractor's services beyond the current fiscal year, the Agreement shall cover payment for Contractor's services only to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

**23. Exhibits.** Exhibits A and B constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, or between a provision of this Agreement and a provision of Contractor's proposal, the provisions of this Agreement shall control.

**24. Entire Agreement and Modification of Agreement.** This Agreement and all exhibits referred to in this Agreement constitute the final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersede all other prior or contemporaneous oral or written understandings and agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by both Parties.

**25. Headings.** The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the Parties to this Agreement.

**26. Word Usage.** Unless the context clearly requires otherwise, (a) the words "shall," "will" and "agrees" are mandatory and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" or "including" are not limiting.

**27. Time of the Essence.** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in this Agreement.

**28. Business Days.** "Business days" means days Manhattan Beach City Hall is open for business.

**29. Governing Law and Choice of Forum.** This Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in a superior or federal court with geographic jurisdiction over the City of Manhattan Beach.

**30. Attorneys' Fees.** In any litigation or other proceeding by which a Party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing Party shall be entitled to recover actual attorneys' fees, experts' fees, and other costs, in addition to all other relief to which that Party may be entitled.

**31. Severability.** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable for any reason, the validity of and enforceability of the remaining provisions of this Agreement shall not be affected and continue in full force and effect.

**32. Counterparts.** This Agreement may be executed in multiple counterparts, all of which shall be deemed an original, and all of which will constitute one and the same instrument.

**33. Corporate Authority.** Each person executing this Agreement on behalf of his or her Party warrants that he or she is duly authorized to execute this Agreement on behalf of that Party and that by such execution, that Party is formally bound to the provisions of this Agreement.

[SIGNATURE PAGE FOLLOWS]

The Parties, through their duly authorized representatives are signing this Agreement on the date stated in the introductory clause.

City:

City of Manhattan Beach,  
a California municipal corporation

Contractor:

Melad & Associates, Inc., a California  
corporation

By: \_\_\_\_\_

Name: Mark Dana  
Title: City Manager

By: \_\_\_\_\_

Name: Jose Melad  
Title: President

ATTEST:

By: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: Liza Tamura  
Title: City Clerk

PROOF OF AUTHORITY TO BIND CONTRACTING  
PARTY REQUIRED

APPROVED AS TO FORM:

By: \_\_\_\_\_

Name: Quinn M. Barrow  
Title: City Attorney

APPROVED AS TO CONTENT:

By: \_\_\_\_\_

Name: Bruce Moe  
Title: Finance Director

**EXHIBIT A**  
**SCOPE OF SERVICES**



**Melad & Associates**

Proposal for Plan Check and Inspection Services  
RFP #1126-17  
for  
**The City of Manhattan Beach**



Prepared by  
Melad & Associates  
8907 Warner Ave.  
Suite 161  
Huntington Beach, CA 92647



Melad & Associates

June 8, 2017

Gwen Eng  
General Services Manager  
City of Manhattan Beach  
1400 Highland Ave.  
Manhattan Beach, CA 90266

**SUBJECT: RFP #1126-17 for Plan Check and Inspection Services**

Melad & Associates Inc. is pleased to submit a proposal to the City of Manhattan Beach for plan check and inspection services. Our firm has been providing such services to numerous cities throughout Southern California since 1981. Our office is located at 8907 Warner Ave. Suite 161, Huntington Beach, CA 92647. We may be reached by phone at (714) 848-0487, by fax at (714) 848-7027, or by email at [ebernal@meladandassociates.com](mailto:ebernal@meladandassociates.com). Our company website can be found at [meladandassociates.com](http://meladandassociates.com).

Our primary goal at Melad & Associates, 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, building inspectors, and permit technicians, all professionally registered and certified. Our ability to be responsive and flexible with your staffing needs, and maintaining professional and courteous customer service, are valuable assets in which we take great pride. It is because of these things that we have been able to stay in business for nearly forty years.

The experience and knowledge of our staff is unparalleled in this industry, and having worked with various building departments since 1981 clearly shows our dedication in providing quality plan checking and inspections services. We have had the pleasure of working with the City of Manhattan Beach for well over twenty years, enabling us to have incredible insight into the workings of not only the City of Manhattan Beach Building Department, but with the City of Manhattan Beach itself. We would also like to add that Melad & Associates strictly performs plan check and inspection services only. We do no engineering design to avoid any possible conflict of interest with our clients. Below is a list of the various past and present Cities with whom we have been able to provide our services.

Arcadia	Garden Grove	San Gabriel
Avalon	Gardena	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
Fountain Valley	Redondo Beach	

We have received RFP #1126-17 and all additional addenda, and have prepared the following proposal for consideration of providing plan check and inspection services for the City of Manhattan Beach. This proposal will be valid for 120 days from the time of the proposal due date. All correspondence regarding this proposal should be directed to Elvie Bernal, Office Manager. She can be contacted by phone at (714) 848-0487, or by email at [ebernal@meladandassociates.com](mailto:ebernal@meladandassociates.com).

We would like to thank you for the opportunity to submit this proposal, and we hope that we may be able to continue working with the City of Manhattan Beach for years to come. We have no doubt that we can provide you with 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 D. Melad, PE  
 President  
 Melad & Associates Inc.

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## **Understanding Scope of Services**

Melad & Associates is fully prepared to meet the expectations outlined by the current RFP. Our staff of plan check engineers, building inspectors, and other building personnel have the knowledge, capability, and experience to help your Building Department run smoothly and meet all staffing needs. It is understood that the scope of work that the City requires is as follows:

- 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 Building and Disabled Access/ADA codes.
- Provide a clear and comprehensive plan check corrections list with all pertinent project information to both the applicant and the City of Manhattan Beach Building Department, which can be emailed upon request.
- Meet all timeframe expectations outlined by this proposal.
- Review all deferred submittal items, revisions, and as-built drawings before or during construction.
- Have the ability to provide expedited plan reviews upon applicant's request.
- Have the capability to provide in-house plan checkers, building inspectors, and other building personnel with standard office hours at the request of the City.
- Work in conjunction with other City Departments to assure projects meet all requirements.
- Able to meet with City Staff, applicants, design professionals, and contractors regarding projects when requested by the City.
- Respond to inquiries from applicants or City Staff regarding projects.
- Provide quality customer service and good communication with applicants to ensure a smooth plan review process.
- Provide fire protection system and fire and life safety plan reviews.
- All plans are to be reviewed at the office of Melad & Associates. Plans shall be picked-up and delivered to the City on a daily basis.

## **Methodology**

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Melad & Associates is quite familiar with the expectations and the plan check process of the City of Manhattan Beach Building Department, having provided such services to the City for over twenty years. We are aware of what is involved in meeting the City's timetable expectations, and over the years have developed relationships with many architects, contractors, and design professionals that have done many projects in the City of Manhattan Beach. It is of the utmost importance to us that all applicants receive thorough reviews with clear and concise correction lists that are easily followed to help expedite the plan check process, and to obtain plan approval in a timely fashion without sacrificing the quality of the plan review.

## **Plan Check Process**

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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 Building, and Disabled Access/ADA codes. All reviews will be performed by our staff of professionally registered engineers, and shall meet all timetable expectations. At the City's request an in-house plan checker can be provided.

The Melad & Associates Staff is qualified, well versed, and certified to provide the following types of reviews.

- Architectural
- Structural
- Mechanical
- Electrical
- Plumbing
- Title 24/Energy
- CAsp
- LEED
- Green Building
- Fire Prevention/Fire & Life Safety
- Grading

A clear and concise correction list will be provided with all pertinent building information stated at the top of the list (i.e., job address, type of construction, group occupancy, scope of work, plan check engineer), along with the current codes in use for the review. Two hard copies of the correction list will be provided, one for the applicant and one for the City. The correction list may also be emailed or faxed to the applicant or City at their request.

Upon approval of the review, two sets of plans, structural calculations, Title 24/Energy calculations, and any other pertinent documentation will be stamped and wet signed by the plan check engineer who completed the review. The plans will be delivered to the City directly by our on-staff courier, and a return slip transmittal will be provided so that City Staff can sign and date for the receipt of the drawings. This information will help us in tracking the plans whereabouts at all times, and shall be inputted in our database every time we receive the plans or deliver them to the City. It will set up a timeline of the review process in case there are any questions, and to help prevent any possible lag time.

### **Accelerated Plan Review**

Melad & Associates is capable of providing accelerated plan reviews at the request of the applicant. The accelerated plan review will reduce the initial review time in half, at the rate of the normal plan check fee plus 20% of the plan check fee established by the City.

### **Plan Delivery**

Our on-staff courier will make daily deliveries and pick-ups of plans, logging all outgoing and in-going plans in the City of Manhattan Beach plan check log.

### **On-site/Off-site Meetings**

We are happy to accommodate meetings to help expedite the plan check process. Whether it requires preliminary meetings regarding the design phase of complex projects, meetings at a job site related to issues out in the field, or meetings within our office to go over plan check corrections, we are available at the City or applicant's request.

### **Quality Assurance**

The satisfaction of our client cities, and of each and every applicant submitting their plans to our office, is incredibly important to us. We try our very best to provide quality reviews in a timely fashion, and to provide top-notch customer service to everyone we work with. We will work in collaboration with City Staff to ensure that the entire plan check process runs smoothly. With regular communication, we hope to avoid any delays with ongoing projects, as well as making sure that all parties are satisfied with the time frame and quality of the review.

## **Inspection Process**

Melad & Associates will provide ICC certified building inspectors within twenty-four hour notice at the City's request. All inspectors shall be qualified and highly experienced with all applicable codes, State and Federal regulations, and City Ordinances. All inspectors shall drive their own vehicles, and have all the necessary tools to carry out their duties. Our inspectors are all highly experienced with various permit-processing systems, including Sierra, Accela, Permits Plus, CRW Trak-it, and others. This will enable our inspectors to input their daily inspections with little or no training. When the need arises, we can provide inspectors for after hours or weekend inspections at overtime rates.

## **Building Technicians & Other Personnel**

At the request of the City, building technicians can be provided to help with counter coverage, issue permits, accept plan check submittals, along with other various administrative duties. Our technicians are highly trained and experienced with all types of permit-processing systems such as Permits Plus, Accela, Trak-it, Sierra, and several others. We are confident that they will be able to assist you with very little training, and will provide top-notch customer service to all of the customers visiting the Building Department.

## **Experience and Qualifications of Melad & Associates**

Melad & Associates Inc. has been serving various Southern California Building Departments since 1981, providing plan check, inspection, and staffing services to thirty-five cities over our thirty-six years in business. Below is a list of key personnel and their experience.

### **Jose D. Melad, PE, CE, CBO      President**

Over forty years of experience as former Building Official, Plan Checker, and Building Inspector for the Cities of Pico Rivera, Compton, Stanton, and Fountain Valley. President of Melad & Associates since 1981.

### **Jose Abarquez III, PE, CE      Senior Plan Check Engineer - Residential**

Over thirty years of experience in plan check and building design. Plan check engineer with Melad & Associates for over twenty-five years.

### **Anant Sheth, PE, CE, MSCE      Senior Structural Plan Check Engineer**

Over thirty years of experience in structural and civil engineering design. Structural plan check engineer with Melad & Associates for over twenty years.

### **Ely Mamoyac, SE      Senior Structural Plan Check Engineer**

Over forty years of experience in plan check and building design. Former plan check engineer with the City of Los Angeles. Structural plan check engineer with Melad & Associates for over ten years.

### **Jose Miran, PE, MS      Senior Plan Check Engineer – Commercial**

Over thirty years of experience in plan check and building design. Former plan checker for the Cities of Fullerton and Placentia. Plan check engineer with Melad & Associates for over ten years.

### **Rosalinda Tandoc, PE, MSCE      Senior Plan Check Engineer**

Over thirty-five years of experience in plan check. Former Plan Check Engineer for the County of Los Angeles. Plan check engineer with Melad & Associates for over ten years.

**Raymundo Go, PE, ME****Mechanical Plan Check Engineer**

Over twenty-five years of experience in mechanical and plumbing design. Mechanical plan check engineer with Melad & Associates for over ten years.

**Nader Shams, PE, EE****Electrical Plan Check Engineer**

Over thirty years of experience in electrical plan check. Former Chief Electrical Plan Checker with the County of Los Angeles. Electrical plan check engineer with Melad & Associates for over ten years.

**Warner Younis, PE, CE****Civil Plan Check Engineer**

Over forty years of experience in civil plan check (Grading, BMP's, Utility, etc.). Former City Engineer for the city of San Clemente, former President of Western Engineering, former Vice-President of Psomas Engineering and Hall & Foreman Engineering Company. Civil plan check engineer with Melad & Associates for over thirty years.

**Ward Kinsman****Fire Prevention Plan Checker**

Over thirty-five years of experience in plan check of fire preventions systems and fire and life safety. Former Fire Plan Checker for the City of Huntington Beach. Fire prevention plan checker with Melad & Associates for over twenty years.

Melad & Associates has encountered projects of all sizes with varying degrees of complexity such as new commercial centers, new housing developments, new apartment complexes, residential additions/remodels, and commercial tenant improvements, just to name a few. With our highly experienced and well-trained staff, Melad & Associates is more than capable of handling plan check and inspection of any type of construction project. Also, with over twenty years of experience of providing our services to the City of Manhattan Beach, we are fully aware of the varying types of construction projects within your community, and the types of needs and expectations your Department requires. Our office is located in the city of Huntington Beach, only a mere thirty-three miles away from City Hall, enabling us to attend meetings at the City on short notice and making it convenient for applicants to meet with us in our office to help expedite the plan check process. We are confident that we can meet or exceed your expectations in a timely and cost-effective manner.



## **Jose D. Melad, PE, CBO**

**President**

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**Education:** BS Civil Engineering  
Mapua Institute of Technology  
Manila, Philippines

**Certifications:** Registered Professional Civil Engineer  
State of California  
PE License #28095  
ICBO Certified Plans Examiner  
ICBO Certified Building Inspector  
ICBO Certified Combination Inspector

### **Work Experience**

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1981-Present	Melad & Associates, Inc. – President Providing Building Administration services to various jurisdictions. Services include structural engineering plan review, code plan checking, fire code review, code consultation, and providing general building inspection services on a contract basis.
1982-1987	City of Pico Rivera – Building Official Part-time consulting Building Official in charge of all aspects of the Building Division.
1977-1981	City of Fountain Valley – Director of Building & Safety
1977	City of Gardena – Plan Check Engineer
1974-1977	City of Pico Rivera – Plan Checker/Building Official
1973-1974	City of Stanton – Building Inspector
1970-1973	City of Compton – Senior Building Inspector
1966-1970	Manila, Philippines – Assistant Civil Engineer



**Anant B. Sheth, PE, SE**  
**Senior Structural Plan Check Engineer**

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**Education:** BS Civil Engineering  
University of Southern California  
MS Structural Engineering  
University of Southern California

**Certifications:** Registered Professional Civil Engineer  
State of California  
PE License #25043

**Work Experience**

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1993-Present	Melad & Associates, Inc. – Senior Structural Plan Check Engineer Structural plan check of commercial, industrial, and residential buildings.
1983-1993	Holmes & Narver, Inc. – Structural Engineer
1978-1983	Ralph M. Parsons Company – Structural Engineer Design and checking of petroleum and chemical facilities.
1976-1978	C.F. Braun & Company – Structural Engineer Design and checking of petroleum and chemical facilities, and nuclear power plants.
1973-1976	Ralph M. Parsons Company – Structural Engineer
1969-1973	Erkel Greenfield & Associates – Project Engineer
1967-1969	Shah Construction Company – Construction Engineer
1962-1966	Dudley Steel Corporation – Design Engineer



**Ely Mamoyac, PE, SE**  
**Senior Structural Plan Check Engineer**

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**Education:** BS Civil Engineering  
Mapua Institute of Technology  
Manila, Philippines  
MS Civil Engineering  
California State University Los Angeles

**Certifications:** Registered Professional Civil & Structural Engineer  
State of California  
CE License #33294  
SE License #3409

**Work Experience**

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2006-Present Melad & Associates, Inc. – Senior Structural Plan  
Check Engineer  
Perform structural plan check of buildings and other  
structures.

1980-2006 City of Los Angeles – Civil & Structural Engineer  
**Department of Public Works** (17years) - Perform structural  
design and analysis of buildings, wastewater treatment  
facilities, sewer and storm drains and other structures.  
**Department of Building and Safety** (7 years) - Review  
engineering plans, structural calculations and specifications  
of buildings and other structures for compliance to building  
and zoning code requirements.  
**Department of Airports** (2 years) - Perform structural design  
and analysis of buildings, sewer and storm drains, retaining  
wall and other airport facilities and structures.

1971-1979 Philippines Navy Public Works Office, Corp of Engineers –  
Civil Engineer  
Perform structural analysis and design of various structures.  
Prepare quantity takeoff and cost estimates. Project  
management and construction management. Conduct field  
surveys and inspections. Write engineering reports.  
Supervise and manage a group of engineers, architects and  
construction inspectors.



**Jose Abarquez III, PE**  
**Senior Plan Check Engineer-Residential**

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**Education:** BS Civil Engineering  
University of the Philippines  
Quezon City, Philippines

**Certifications:** Registered Professional Civil Engineer  
State of California  
PE License #51994  
Certified Energy Plans Examiner #94-5253  
ICC Certified Plans Examiner  
Certified Access Specialist – CASp-315

**Work Experience**

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1988-Present	Melad & Associates, Inc. – Senior Plan Check Engineer Plan check of all residential structures for compliance with all 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, drafting of plans, and investigation of existing structures. Projects involved steel, concrete, and masonry buildings . Also, refined company software on structural design.
1983-1984	DCCD Engineering – 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.



## **Jose Miran, PE, CBO**

### **Senior Plan Check Engineer-Commercial**

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**Education:** BS Civil Engineering  
Mapua Institute of Technology  
Manila, Philippines

MS Civil Engineering  
California State University Long Beach

**Certifications:** Registered Professional Civil Engineer  
State of California  
PE License #24913  
ICC Certified Building Official  
ICC Certified Plans Examiner  
ICC Certified Building Inspector  
Energy Plans Examiner – No. NR08-96-3678

### **Work Experience**

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2005-Present	Melad & Associates, Inc. – Senior Plan Check Engineer-Commercial Plan check of commercial, industrial, and multi-family residential buildings.
1985-2004	City of Fullerton – Associate Plan Check Engineer Plan check of all types of construction.
1980-1985	City of Placentia – Building Official In charge of all Building & Safety Activities.



## **Rosalinda J. Tandoc, PE**

### **Senior Plan Check Engineer**

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**Education:** MS Civil Engineering  
California State University Long Beach

**Certifications:** Registered Professional Civil Engineer  
State of California  
PE License #29747

### **Work Experience**

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2006-Present	Melad & Associates, Inc. – Senior Plan Check Engineer Plan check of all structures for compliance with all adopted codes and ordinances, State and Federal laws as related to building and safety regulations.
1979-2006	County of Los Angeles – Plan Check Engineer Plan check of structural, architectural, and environmental plans of residential and commercial buildings for compliance with all adopted codes, County and City Ordinances, and State and Federal Regulations.



**Raymundo Go, PE**  
**Mechanical Plan Check Engineer**

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**Education:** BS Civil Engineering  
University of San Augustin  
Philippines

**Certifications:** Registered Professional Mechanical Engineer  
State of California  
PE License #M27284

**Work Experience**

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2005-Present	Melad & Associates, Inc. – Mechanical Plan Check Engineer Mechanical and plumbing plan check of all types of structures.
2002-2005	URS Corporation – Senior Mechanical Engineer
1998-2002	Toft Wolff Farrow Inc. – Mechanical Project Engineer
1995-1998	Ishii Engineers – Mechanical Engineer
1991-1995	Dahl Taylor & Associates – Mechanical Engineer  HVAC and Plumbing system design of institutional, commercial, industrial, and health care facilities. Prepare construction documents to ensure they conform to the latest mechanical, plumbing, building, and other local jurisdictional code requirements.



**Nader G. Shams, PE**  
**Electrical Plan Check Engineer**

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**Education:** BS Electrical Engineering  
California State University Los Angeles

**Certifications:** Registered Professional Electrical Engineer  
State of California  
PE License #E13305

**Work Experience**

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2008-Present Melad & Associates, Inc. – Electrical Plan Check  
Engineer Consultant  
Electrical plan check for commercial, industrial, and  
residential projects.

2007-2013 WD Partners – Senior Electrical Engineer  
Oversaw all electrical projects and electrical staff.  
Provided electrical engineering design, value  
engineering, and quality control for a wide range of  
projects.

1982-2007 County of Los Angeles – Senior Electrical  
Engineer/Chief Electrical Inspector  
Oversaw plan check, inspection, and permitting  
services for Los Angeles County and affiliate Cities.  
Involved in design and plan check of commercial,  
industrial, and residential projects.



## **Ward D. Kinsman**

### **Fire Protection Plan Checker**

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#### **Education:**

BS Mathematics  
California State University Fullerton

Ventura County Reserve Firefighter Academy

#### **Work Experience**

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1996-Present	Melad & Associates, Inc. – Fire Protection Plan Checker Plan check of all fire protection systems, and for fire and life safety.
2008-2010	City of Redondo Beach – Fire Protection Analyst
2001-2008	OCFA – Fire Protection Analyst
1987-2001	City of Huntington Beach – Fire Protection Analyst
1986-1987	City of Brea – Fire Protection Analyst

## **Other Personnel**

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It is understood that the City may request specific project/task work that would require someone from Melad & Associates to fulfill, such as use of an in-house plan check engineer. The person from our staff who will be used in these instances is Rosalinda Tandoc. Please see below for her resume.



## **Rosalinda J. Tandoc, PE**

### **Senior Plan Check Engineer**

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**Education:** MS Civil Engineering  
California State University Long Beach

**Certifications:** Registered Professional Civil Engineer  
State of California  
PE License #29747

### **Work Experience**

---

2006-Present Melad & Associates, Inc. – Senior Plan Check Engineer  
Plan check of all structures for compliance with all adopted codes and ordinances, State and Federal laws as related to building and safety regulations.

1979-2006 County of Los Angeles – Plan Check Engineer  
Plan check of structural, architectural, and environmental plans of residential and commercial buildings for compliance with all adopted codes, County and City Ordinances, and State and Federal Regulations.

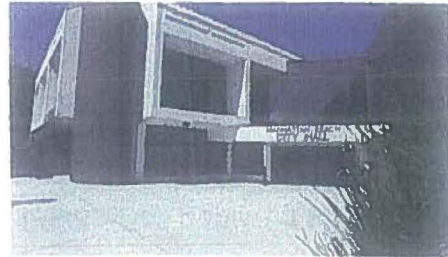
## **References**

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Melad & Associates has the pleasure of providing plan check and inspection services to several City Building Departments, similar in scope to what is outlined in this RFP. Below is a list of those Cities, contacts to be used as references, and the duration we have been providing those services.

### **City of Manhattan Beach**

1400 Highland Ave.  
Manhattan Beach, CA 90266  
(310) 802-5525  
Ryan Heise  
Building Official  
Services provided since 1995



### **City of South Gate**

8650 California Ave.  
South Gate, CA 90280  
(323) 563-9515  
William Campana  
Building Official  
Services provided since 1986



### **City of Westminster**

8200 Westminster Ave.  
Westminster, CA 92683  
(714) 548-3468  
Soroosh Rahbari  
Building Official  
Services provided since 1986



### **City of Monrovia**

415 S. Ivy  
Monrovia, CA 91016  
(626) 932 5530  
Evan Nuckles  
Building Official  
Services provided since 2005



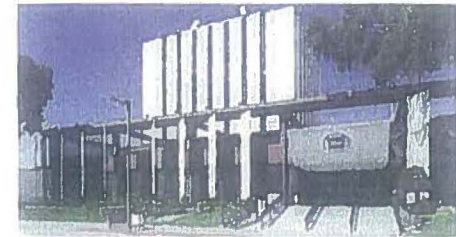
**City of Dana Point**  
33282 Golden Lantern  
Suite 209  
Dana Point, CA 92629  
(949) 248-3594  
Mark Sutton  
Building Official  
Services provided since 2007



**City of Villa Park**  
17855 Santiago Blvd.  
Villa Park, CA 92861  
(714) 998-1500  
Bill Tarin  
Building Official  
Services provided since 2000



**City of Compton**  
205 S. Willowbrook Ave.  
Compton, CA 90220  
(310) 605-5509  
Victor Orozco  
Building Official  
Services provided from 2000-2015



## **Contract Exceptions**

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Melad & Associates has no proposed exceptions, additions, and/or deletions to the City's RFP or Professional Services Agreement.

## Samples

Please see attached samples of our correction list and invoices.



MHLAD & ASSOCIATES, INC.  
engineering - code consultants  
8907 Warner Avenue, Suite 161  
Huntington Beach CA 92647

714-848-0487

Invoice No. MB16-28

PO#

Aug 1-31, 2016

City of Manhattan Beach  
Building & Safety Division  
1400 Highland Avenue  
Manhattan Beach, CA 90255

BUILDING INSPECTIONS INVOICES							
INSPECTOR	DATE OF SERVICE	TOTAL HRS	\$ DUE at HRLY RATE \$50.00	TOTAL MILES	\$ DUE at MILE RATE \$0.35	# INSPECTIONS	\$ TOTAL DUE
Mark Clute	8/3/16	6.75	\$337.50	14	\$4.90	9	\$342.40
	8/9/16	7.75	\$387.50	14	\$4.90	12	\$392.40
	8/11/16	7	\$350.00	10	\$3.50	9	\$353.50
	8/15/16	8.5	\$425.00	12	\$4.20	11	\$429.20
	8/16/16	8.5	\$425.00	13	\$4.55	11	\$429.55
	8/17/16	8.5	\$425.00	14	\$4.90	15	\$429.90
	8/18/16	8.5	\$425.00	16	\$5.60	13	\$430.60
	8/23/16	7.5	\$375.00	10	\$3.50	15	\$378.50
	8/25/16	9	\$450.00	13	\$4.55	10	\$454.55
TOTALS PER INSPECTOR		72	\$3,600.00	116	\$40.60	105	\$3,640.60

TOTAL INSPECTIONS	72	\$3,600.00	116	\$40.60	105	\$3,640.60
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MELAD & ASSOCIATES, INC.  
engineering - code consultants  
8907 Warner Avenue, Suite 161  
Huntington Beach CA 92647  
(714) 848-0487

Invoice No. MB16-31  
PO#

INVOICE

City of Manhattan Beach  
Building & Safety Division  
1400 Highland Avenue  
Manhattan Beach, CA 90255

Date July 1-31, 2016

Plan Check Services Based on Minimum fee of \$150.00 (FLS) or \$100.00 (Fire Alarm) or \$60.00 per HOUR (Fire Plan Check)

Item	ADDRESS	P.C. NUMBER	Description/Date of Activity	HRS	HRLY Rate	Minimum Fee	Due
1.	1200 N. Sepulveda	16-01522 Phase 2	FLS 1st Check 7/14/2016	5.00	\$60.00		\$ 300.00
2.	2620 N. Sepulveda	16-01806 Phase 2	FLS 1st Check 7/14/2016	6.00	\$60.00		\$ 360.00
3.	2640 N. Sepulveda	16-01810 Phase 2	FLS 1st Check 7/14/2016	6.00	\$60.00		\$ 360.00
4.	3215 N. Sepulveda	16-01887 Phase 2	FLS 1st Check 7/25/2016	4.00	\$60.00		\$ 240.00
5.	757 Manhattan	16-01921 Phase 2	Fire Sprinklers 1st Check 7/11/2016	6.00	\$60.00		\$ 360.00
6.	437 31st	16-01938 Phase 1	FLS Initial Review & Approved 7/28/2016			\$150.00	\$ 150.00
7.	210 N. Aviation	16-01969 Phase 1	Fire Suppression Initial Review & Approved 7/13/2016			\$100.00	\$ 100.00
8.	1240 Rosecrans	16-01991 Phase 2	Fire Sprinklers 1st Check & Approved 7/13/2016	2.00	\$60.00		\$ 120.00
9.	1240 Rosecrans	16-02112	Fire Alarm Initial Review & Approved 7/20/2016	2.00	\$60.00		\$ 120.00
TOTALS							\$ 2,110.00

Terms: 30 days  
Late accounts will be charged at 1.63% interest per month.

PLEASE PAY BY THIS INVOICE. NO STATEMENT WILL BE SENT

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



MELAD & ASSOCIATES, INC.  
engineering - code consultants  
8907 Warner Avenue, Suite 161  
Huntington Beach CA 92647  
(714) 848-0487

Invoice No. MB17-06A  
PO#

# INVOICE

City of Manhattan Beach  
Building & Safety Division  
1400 Highland Avenue  
Manhattan Beach, CA 90255

Date January 1-31, 2017

Plan Check Services Based on 45% of Plan Check Fee (plan check fee billed 75% (initial review) and 25% (upon approval))

Item	ADDRESS	P.C. NUMBER	Description/Date of Activity	ORIGINAL PLAN CHECK FEE	75% FEE	25% FEE	Due
1	2915 Manhattan	16-03489 Phase 1	Deck Addition Plan Check Fee Initial Review	\$579.89 1/3/2017	\$260.95	\$195.71	\$195.71
2	743 27th	16-03492 Phase 1	SFD with Attached Garage Plan Check Fee Initial Review	\$7,836.23 1/4/2017	\$3,526.30	\$2,644.73	\$2,644.73
3	1717 N. Poinsettia	16-03494 Phase 1	SFD Remodel Plan Check Fee Accelerated Fee Initial Review	\$1,225.03 \$1,225.03 1/3/2017	\$551.26 \$245.01	\$413.45 \$183.75	\$413.45 \$183.75
4	2307 Palm	16-03500 Phase 1	SFD Addition Plan Check Fee Initial Review	\$945.58 1/10/2017	\$425.51	\$319.13	\$319.13
5	10 Westport	16-03501 Phase 1	SFD Remodel Plan Check Fee Initial Review	\$1,875.64 1/13/2017	\$844.04	\$633.03	\$633.03
6	641 11th	16-03502 Phase 1	SFD Addition & Remodel Plan Check Fee Initial Review	\$1,193.98 1/4/2017	\$537.29	\$402.97	\$402.97
7	2808 Laurel	16-03516 Phase 1	SFD Addition & Remodel Plan Check Fee Initial Review	\$4,667.09 1/11/2017	\$2,100.19	\$1,575.14	\$1,575.14
8	762 31st	16-03537 Phase 1	SFD with Attached Garage Plan Check Fee Initial Review	\$5,607.99 1/10/2017	\$2,523.60	\$1,892.70	\$1,892.70
9	750 Rosecrans	16-03542 Phase 1	Garage/Game Room Plan Check Fee Initial Review	\$1,955.84 1/9/2017	\$880.13	\$660.10	\$660.10
10	1201 Oak	16-03563 Phase 1	SFD Addition Plan Check Fee Initial Review	\$1,991.99 1/19/2017	\$896.40	\$672.30	\$672.30
11	1501 Faymont	16-03570 Phase 1	SFD with Attached Garage Plan Check Fee Initial Review	\$4,761.08 1/27/2016	\$2,142.49	\$1,606.86	\$1,606.86
12	516 24th	16-03572 Phase 1	SFD Remodel & Addition Plan Check Fee Initial Review	\$1,816.36 1/30/2017	\$817.36	\$613.02	\$613.02
13	3304 Ocean	16-03573 Phase 1	SFD Remodel/Deck Rebuild Plan Check Fee Initial Review	\$1,618.76 1/30/2017	\$728.44	\$546.33	\$546.33



MELAD & ASSOCIATES, INC.  
engineering - code consultants  
8907 Warner Avenue, Suite 161  
Huntington Beach CA 92647  
(714) 848-0487

Invoice No.  
PO#

MB17-06B

INVOICE

City of Manhattan Beach  
Building & Safety Division  
1400 Highland Avenue  
Manhattan Beach, CA 90255

Date January 1-31, 2017

Plan Check Services Based on 45% of Plan Check Fee or \$50.00 per HOUR (January 2017)

Item	ADDRESS	P.C. NUMBER	Description/Date of Activity	HRS	HRLY Rate	City Plan Check Fee	Due
1.	221 19th	16-00221 Phase 2	SFD with Attached Garage 3rd Recheck 1/20/2017	8.00	\$60.00		\$ 360.00
2.	1200 N Sepulveda	16-02278	Temporary Pharmacy 1st Recheck 1/16/2017	6.00	\$60.00		\$ 360.00
3.	444 33rd	16-02498 Phase 2	SFD with Attached Garage 3rd Recheck 1/24/2017	2.00	\$60.00		\$ 120.00
4.	500 Pacific	16-02663/2665 Phase 2	SFD/Accessory Unit 3rd Recheck 1/17/2017	3.00	\$60.00		\$ 180.00
5.	1762 Manhattan	16-02959 Phase 2	Grading 1st Recheck 1/23/2017	5.00	\$75.00		\$ 375.00
6.	1436 5th	16-02964 Phase 2	Grading 1st Recheck 1/10/2017	30.00	\$60.00		\$ 1,800.00
7.	2620 N Sepulveda	16-03250/3251 Phase 2	Childs/Coco's Revisions Initial Review 12/21/2016	12.00	\$60.00		\$ 720.00
8.	1400 Highland	16-03464 Phase 2	Steel Sculpture Initial Review 1/24/2017	6.00	\$60.00		\$ 360.00
9.	1126 Highview	16-03465 Phase 2	Structural Revisions 1st Recheck 1/24/2017	4.00	\$60.00		\$ 240.00
10.	524 15th	16-03495 Phase 2	Delta 1 Revisions Initial Review 1/23/2017	50.00	\$60.00		\$ 3,000.00
11.	1320 10th	16-03504 Phase 2	Delta 1 Revisions Initial Review 1/23/2017	2.00	\$60.00		\$ 120.00
12.	2316 Walnut	16-03535 Phase 2	SFD (Grading) 1st Recheck 1/27/2017	3.00	\$75.00		\$ 225.00
13.	762 31st	16-03537 Phase 2	SFD (Grading) Initial Review 1/17/2017	5.00	\$75.00		\$ 375.00
14.	2900 Oak	16-03580 Phase 2	SFD Revisions Initial Review 1/12/2017	8.00	\$60.00		\$ 480.00
15.	1240 Rosecrans	16-03606 Phase 2	Office Revisions Initial Review 1/24/2017	8.00	\$60.00		\$ 480.00
16.	3312 The Strand	16-03615 Phase 2	SFD (Grading) Initial Review 1/31/2017	8.00	\$75.00		\$ 600.00
TOTALS							\$ 9,795.00

Terms: 30 days  
Late accounts will be charged at 1.53% interest per month.

PLEASE PAY BY THIS INVOICE. NO STATEMENT WILL BE SENT

**CITY OF MANHATTAN BEACH  
BUILDING & SAFETY  
PLAN CORRECTION SHEET**

DATE: June 2, 2017

PLAN CHECKER: Joey Abarquez, PE 11 Mamoyac, St

PLAN CHECK NO: 17-01223

<b>BUILDING ADDRESS</b> 1436 23 <sup>rd</sup> Street		<b>APPLICANT</b> Christian Gollin		<b>PHONE</b> 310-406-6357	
<b>TYPE OF CONSTRUCTION</b> VB. Sprink	<b>OCCUPANCY GROUP</b> R3/U	<b>USE OF BUILDING</b> SFD w. Att. Garage	<b>STORIES</b> 2	<b>FLOOR AREA</b> ... SQ. FT.	
<b>NEW</b>	<b>X</b>	<b>ADDITION</b>	<b>REPAIR</b>	<b>ALTERATION</b>	

**PLEASE READ CAREFULLY**

Your application for a permit, together with plans and specifications, has been examined. The following corrections are necessary and new plans must be submitted along with this original set for rechecking. To facilitate ease of rechecking, please enter on each correction item listed below the location of the corrected information. **Return these sheets along with all plans and specifications after corrections have been made to the Building and Safety Department.**

Reference

**GENERAL CORRECTIONS: 2016 California Residential Code**

*Plan Checker: Joey Abarquez, PE*

1. Refer to check set of plans marked in red for corrections and return with two corrected sets of plans and responses to corrections to facilitate recheck.
2. Designer shall sign all sheets of architectural plan.
3. Provide driveway profiles on plan. Maximum allowable slope of driveway is 15% - per Public Works Dept.
4. Door between a garage and dwelling unit shall be 1-3/8" thick minimum solid wood or solid or honeycomb steel, self closing and self latching - per Section R302.5.1
5. Ducts penetrating wall or ceiling penetrations between garage and dwelling unit shall be constructed of 26 gage minimum sheet metal and shall have no opening into the garage - per Section R302.5.2.  
Add note on floor plan

**RESIDENTIAL ENERGY CORRECTIONS:**  
**(2016 Building Energy Efficiency Standards)**

Note on plan:

- a. Certificates of installation (CF2R-ENV, CF2R-LTG and CF2R-MI-CH) shall be completed by the applicable contractors installing energy features. When compliance requires HERS field verification and/or testing, all CF2R forms shall be submitted electronically to an approved HERS provider data registry. The CF2R forms shall be posted at the job site in a conspicuous location.
- b. Certificate of verification (CF3R) shall be completed, registered, and signed and certified by the HERS rater. The registered CF3R form shall be made available to the Building Department and builder.

Page 1 of 2

Checked by: Metad & Associates, Engineering & Code Consultant, Telephone (714) 848-0487, Fax (714) 848-7027

**CITY OF MANHATTAN BEACH  
BUILDING & SAFETY  
PLAN CORRECTION SHEET**

Address: 1436 23<sup>RD</sup> Street

Plan Check No: 17-01223

	Reference
2. All luminaires shall be high efficacy - per Section 150.0(k)1.A. Show compliance on plan.	
3. In bathrooms and laundry room: at least one luminaire shall be controlled by vacancy sensors - per Section 150.0(k)2.J. Locate such lighting on plan.	
4. Outdoor lighting attached to the building shall be high efficacy and shall be controlled by a manual ON and OFF switch and by a motion sensor with integral photo control- per Section 150.0(k)3. Show compliance on plan.	
5. Instantaneous water heater with an input rating greater than 6.8 KBTU/hr. shall have isolation valves on both the cold water supply and the hot water pipe leaving the water heater - per Section 110.3(e)7. Add note on plan.	
<b>STRUCTURAL CORRECTIONS: 2010 CBC</b>	
Plan Checker: Fly Mamooye, SI	
1. Architect or engineer shall stamp and wet sign all sheets of structural plans and front sheet of structural eases. Indicate license expiration date.	
Refer to check set of plans and eases marked in red for corrections and return with two corrected sets of plans and responses to corrections to facilitate recheck.	
3. Provide justification of beam input loads used in eases.	
4. Provide schematic diagram/layout with eases showing grid lines to facilitate checking of eases.	
5. Provide connection details as noted on plans.	
6. Provide details for stair framing and connections.	
7. Note on plan: Anchor bolts in contact with pressure treated sill plate shall be of hot-dipped zinc-coated galvanized steel, stainless steel, silicon bronze or copper - per CBC Section 2304.10.5.1.	
8. Per ASCE 7 sect. 12.3.3.3, beams supporting discontinuous shear walls or frames above shall be designed using the load combination with overstrength factor of sect. 12.4.3.2. Submit calculations for beams marked on check-set of plans.	
9. Provide continuous drag struts and straps, including details, as noted on plans.	

## Fee Proposal

Please see table below regarding Plan Check and other Building & Safety services rates.

### ***Plan Check Fee Schedule***

<b>TYPE OF REVIEW</b>	<b>FEES</b>
Complete Plan Review	45% of the fee established by the City, or an hourly rate of \$75.00. Note that this includes the initial review and two rechecks only. Each subsequent review may be billed at an hourly rate.
Repetitive Plan Review	45% of the building plan check fee for the models, and 10% of the building plan check fee for repetitive plans.
Accelerated Plan Review	Will be charged only when requested by the City, at the regular fee plus an additional 20% of the plan check fee.
<b><i>*In lieu of complete building plan checking, requests may be approved for separate model code checks, and fees may be applied accordingly.</i></b>	
Electrical/Title 24	25% of the building plan check fee or \$75.00 per hour.
Mechanical/Title 24	25% of the building plan check fee or \$75.00 per hour.
Plumbing	15% of the building plan check fee or \$75.00 per hour.
Energy	10% of the building plan check fee or \$75.00 per hour.
Grading Plan Review	Fees to be established by the City or \$90.00 per hour with a minimum fee of \$360.00.
Fire Protection System	Rate of \$60 per hour with a minimum fee of \$120.00.
Fire Code Plan Review	Rate of \$60 per hour with a minimum fee of \$120.00.

**Staffing Fee Schedule**

\*Charges are based on a minimum 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
Certified Building Official	\$110 per hour
In-House Plan Check Engineer	\$90 per hour
Combination Building Inspector	\$60 per hour
Senior Building Inspector	\$75 per hour
Permit/Plan Technician	\$45 per hour
CASp	\$75 per hour

*\*Melad & Associates does not charge for travel time for commuting to and from the City.*

Dear Ms. Madrid,

Here's the response to your request on Melad and Associates, Inc. plan check services.

1. A complete plan review of a typical building/structure consists of a review of the following:
  - a. Architectural
  - b. Structural
  - c. Mechanical
  - d. Electrical
  - e. Plumbing
  - f. Title 24 Energy
  - g. Title 24 Disabled Access
  - h. Green Building
2. Shoring projects are charges based on 45% of the plan check fee established by the City of Manhattan Beach or hourly rate.
3. We do provide on as needed basis building inspection services  
Tim Shea - retired from Redondo Beach -started working for Melad for over a year.  
Chuck Goetz - Retired combination senior bldg inspector with the City of Seal Beach. Over thirty years of experience in general building inspections, administration and construction.  
Chon Cervantes - Retired Building Inspector/Building Official/Community Development Director from City of Monrovia.
4. We don't currently provide electronic plan check review with any of our client cities. We are currently in the process of implementing new software and hardware in anticipation of providing electronic review.
5. Ms. Tandoc will be able to provide in-house services (to cover vacation or to fill-in once in a while).  
Rosalinda Tandoc - first  
Chon Cervantes - second  
Joey Abarquez - third.

Thanks,

Elvie Bernal  
Office Manager

**EXHIBIT B**  
**APPROVED FEE SCHEDULE**

## Exhibit B

### Fee Proposal

---

Complete plan review shall include the review of the following items:

1. Architectural
2. Structural
3. Mechanical
4. Electrical
5. Plumbing
6. Title 24 – Energy
7. Title 24 – Accessibility
8. Fire Life Safety
9. Green Building

#### ***Plan Check Fee Schedule***

TYPE OF REVIEW	FEES
Complete Plan Review	50% of the building plan check fee established by the City.
Accelerated Plan Review	Will be charged only when requested by the City, at the regular fee plus an additional 20% of the plan check fee.
<b><i>*Other types of Plan Review</i></b>	
Complete Plan Review with Grading	50% of the building plan check fee established by the City plus an additional 10% of the building plan check fee.
Fire Sprinklers for New Single Family Dwellings & T.I. up to \$250,000 valuation.	Flat fee of \$200.
Fire Sprinklers for New Commercial & Multi-Family Dwellings & T.I. over \$250,000 valuation.	5% of the building plan check fee of the new structure or tenant improvement.
Fire Alarm	Flat fee of \$300

***\*Note: Plan check fees include the initial review plus two rechecks. Any subsequent reviews, revisions, as-built drawings, and/or deferred submittals may be subject to additional plan check fees at an hourly rate of \$75 per hour.***