

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
MELAD & ASSOCIATES, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 7th day of June, 2022 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and MELAD & ASSOCIATES, INC., a California corporation ("Consultant").

RECITALS

A. City proposes to utilize the services of Consultant as an independent contractor to provide plan review and staffing services as requested by the City, as more fully described herein; and

B. 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. City and Consultant desire to contract for the specific services described in Exhibits "A" and "B" and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the Scope of Services, attached hereto as Exhibit "A," and Consultant's Proposal, attached hereto as Exhibit "B," both incorporated herein.

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

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

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

- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal 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, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

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. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement (the "Fee Schedule").

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City

Manager or designee, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the City 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 Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. 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 from the Effective Date until three (3) years after termination of this Agreement.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. Contractor shall commence providing the services set forth in this Agreement on July 1, 2022 ("Service Commencement Date"). Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, pandemics, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party (each, a "Force Majeure Event"). If a party experiences a Force Majeure Event, the party shall, within five (5) days of the occurrence of the Force Majeure Event, give written notice to the other party stating the nature of the Force Majeure Event, its anticipated duration and any action being taken to avoid or minimize its effect. Any suspension of performance shall be of no greater scope and of no longer duration than is reasonably required and the party experiencing the Force Majeure Event shall use best efforts without being obligated to incur any material expenditure to remedy its inability to perform; provided, however, if the suspension of performance continues for sixty (60) days after the date of the occurrence and such failure to perform would constitute a material breach of this Agreement in the absence of such Force Majeure Event, the parties shall meet and discuss in good faith any amendments to this Agreement to permit the other party to exercise its rights under this Agreement. If the parties are not able to agree on such amendments within thirty (30) days and if suspension of performance continues, such other party may terminate this Agreement immediately by written notice to the party experiencing the Force Majeure Event, in which case neither party shall have any liability to the other except for those rights and liabilities that accrued prior to the date of termination.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of five (5) years from the Service Commencement Date, ending on June 30, 2027, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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 based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. 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 City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

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

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 or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery, and (b) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Melad & Associates, Inc.
8907 Warner Ave., Suite 161
Huntington Beach, CA 92647
Tel: (714) 848-0487
Attn: Jose Melad

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-5604
Attn: Ziad Doudar

Courtesy copy to:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: Finance Dept. | Purchasing

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. 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 agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

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 this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 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. Binding Effect. This Agreement binds and benefits the parties and their respective permitted successors and assigns.

6.21. 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.

6.22. 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.

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

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

6.25. 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.

6.26. 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.

6.27. 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.

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

[Signatures appear on following page.]

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

CONSULTANT

Signature

Date: _____

[Name and Title]

CITY OF COSTA MESA

Lori Ann Farrell Harrison
City Manager

Date: _____

ATTEST:

Brenda Green
City Clerk

APPROVED AS TO FORM:

Kimberly Hall Barlow
City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Ruth Wang
Risk Management

Date: _____

DEPARTMENTAL APPROVAL:

Jennifer Le
Economic and Development Services
Director

Date: _____

Daniel Stefano
Fire Chief

Date: _____

APPROVED AS TO PURCHASING:

Carol Molina
Finance Director

Date: _____

EXHIBIT A
SCOPE OF SERVICES

SCOPE OF WORK

Plan Check Services (Information)

Standard Plan Review: Proposals shall indicate how standard plan review of plans assigned to Consultant by the City of Costa Mesa will be accomplished. Standard review shall be completed in a maximum of 10 calendar days from the date the City assigns the plan for review. For all Standard plan review the City charges the customer 65% of the Building Permit fee. The Building Permit fee is Based on **Table 1-A of the 2019 California Building Code (Attachment 1)**. The valuation is calculated based on the attached Building Valuation Data Table. The Consultant shall not charge the City more than 60% of the Plan Check fee. All revisions, modifications, and changes after the permit is issued shall be charged on hourly basis and shall not exceed \$115 per hour.

Expedited Plan Review: This process shall be employed when the applicant wishes to expedite the review of plan. Presently, applicants are allowed to negotiate timeframes and fees with any of the City's Consultants. The City of Costa Mesa is currently looking at modifying its existing procedures as follows:

The City shall accept the plans from the applicant and the applicant shall pay a surcharge as specified in the City's fee resolution for expedited service. **The City collects 25% of the Plan Check fee and the Consultant shall charge the customer 100% of the Plan Check fee.** The Consultant shall complete its initial review in **half the time specified** by the City's Standard Plan Review (10 calendar days). Time for recheck shall not be reduced. Any subsequent revisions, modifications, or changes shall be on hourly basis between the customer and the Consultant. **The City reserves the right to modify the process of the collection of fees.**

Large Public Projects: The City reserves the right to ask consultants to bid on plan check documents for large public projects, such as, libraries, fire stations, etc. In such case, the City will solicit bids from its approved consultants and award the plan review to the lowest bidder.

Large Private Projects: If the City believes it is in the best interests of a customer proposing a significant development with a strict schedule, the City may authorize the customer to negotiate directly with a consultant to perform plan check services based on a schedule and fee that is acceptable to both parties.

All documentation shall become the property of the City of Costa Mesa. All textual materials must be consistent with the word processing program in use by the City at the time the electronic version is submitted; currently the City utilizes Microsoft® Windows, Microsoft® Office 2000 format (Microsoft standard fonts must be used for documents). All graphics produced must be editable in Adobe® Photoshop® version 6 or higher and saved in a multi-layer graphics file format (a format that preserves multiple layers of clipart, images, and/or text in a single file). All map-based exhibits shall be provided in ESRI ArcGIS version 9.0 or higher format. All GIS data shall be provided in ArcGIS geodatabase or shapefile format.

Plan Check Services

Development Services Department (Building Division)

1. Upon request of the City, consultant shall assign regular office hours to plan review

- positions to perform in-house plan check services.
2. Review construction plans and calculations for their compliance with the latest or applicable editions of California Building Code, California Mechanical Code, California Plumbing Code, and California Electrical Code, amendments to these codes, and other applicable governmental codes and regulations.
 - a. 2019 California Residential Code
 - b. 2019 California Building Code Volume 1
 - c. 2019 California Building Code Volume 2
 - d. 2019 California Fire Code
 - e. 2019 California Mechanical Code
 - f. 2019 California Electrical Code
 - g. 2019 California Energy Code
 - h. 2019 California Plumbing Code
 - i. 2019 California Green Building Code
 3. Write clear and concise plan check corrections, work with property owners, designers, architects, engineers and contractors to ensure the plan check corrections are addressed and reflected on construction documents.
 4. E-mail plan check corrections to the designated Building Division staff and provide pertinent building information required on permit to the City when plans are approved. Such information shall be provided on the transmittal form and shall include, but not limited to, work description, type of construction, occupancy, floor area, number of stories, and sprinkler requirements.
 5. Review deferred submittal items and any revisions before or during construction. Notify designated Building Division staff via e-mail on the number of hours spent reviewing the deferred submittals/revisions.
 6. Return plans to the City for the first check no later than City standards including re-submittals.
 7. Turnaround timeframe for an expedited plan check is half the time of a regular plan check.
 8. When requested, meet with developers and design professionals to address their questions on large and/or unique projects prior to plan check submittal.
 9. Route plans to various City departments via plan technicians or electronically; consolidate comments; resolve internal inconsistencies; and present recommendations and revisions to the applicant.
 10. Maintain communication with applicants, interested parties, property owners, homeowner associations, various governmental agencies, and other City departments. Respond to inquiries about projects from residents and applicants in a timely manner.
 11. Conduct site inspections to determine if the project has been completed in accordance with the final plans and specifications.
 12. Manage the project schedule in accordance with City's adopted timeframes.
 13. Utilize City electronic and paper files to research previous and/or related permits.
 14. Be available during an emergency or natural disaster to assist the City with inspection services.
 15. Document all time tracking according to City requirements and specifications in a clear, concise, timely manner.

Fire Department

Plans may be assigned to consultants for review in **one of two categories**:

1. Fire Protection System Plan Review:
 - a. Proposals shall indicate how standard plan review of plans referred to the

consultant by the City will be accomplished. Standard review shall be completed in a **maximum of ten calendar days from the date the City assigns the plan for review**. For all standard plan reviews, the City charges the customer 40% of the Building Permit fee. The Building permit fee is based on the **Fire Prevention Fee Schedule**. The **proposal shall specify the percentage of the plan review fee charged by the City that the consultant shall keep for each application reviewed**. If plan review fee(s) for a larger project exceeds a reasonable plan review cost recovery based on the project review time, the City reserves the right to request that the review be completed at the hourly review rate rather than the standard calculation. An example of the fee breakdown is:

- b. **Hood Suppression System** – Fee is \$360 + \$7 per nozzle. A system with 10 nozzles would be
 $\$360 + \$70 = \$430$. $\$430 \times 60\% = \258 in permit fees. $\$430 \times 40\% = \172 in plan review fees. The proposal shall include the percentage of the \$172 in the collected plan review fees that the consultant will charge for services, not to exceed 75%.
- c. **New NFPA 13 Sprinkler System** – Fee is \$775 + \$7 per head. A system with 100 nozzles would be $\$775 + \$700 = \$1475$. $\$1475 \times 60\% = \885 in permit fees. $\$1,475 \times 40\% = \590 in plan review fees. The proposal shall include the percentage of the \$590 in the collected plan review fees that the consultant will charge for services, not to exceed 75%.

2. Fire and Life Safety Plan Review

- a. Proposals shall indicate how standard plan review of plans referred to the Consultant by the City will be accomplished. Standard review shall be completed in a maximum of ten calendar days from the date the City assigns the plan for review. The proposal shall specify the hourly cost of Fire and Life Safety plan review services that the consultant charges for each application reviewed.
- b. **Expedited Plan Check**
 - i. This process shall be employed when an applicant wishes to expedite the review of plans. The City shall accept the plans from the customer and the customer shall pay a surcharge as specified in the City's fee resolution for expedited service. The City shall assign plans to a consultant, which shall receive its specified percentage of the surcharged fee imposed by the City. The consultant shall complete its initial review in half the time specified by the City's standard for review. Time for rechecks shall not be reduced.

ATTACHMENT 1
BUILDING PERMIT FEES

TABLE 1A-A – BUILDING PERMIT FEES

	<i>NEW CONSTRUCTION</i> ^{1, 3}		<i>ALTERATIONS</i> ^{1, 2, 3}		<i>NO PLANS</i> ^{1, 2, 3}
TOTAL VALUATION	PLAN REVIEW FEE	PERMIT ISSUANCE FEE	PLAN REVIEW FEE	PERMIT ISSUANCE FEE	PERMIT ISSUANCE FEE
	<i>NEW CONSTRUCTION</i> ^{1, 3}		<i>ALTERATIONS</i> ^{1, 2, 3}		<i>NO PLANS</i> ^{1, 2, 3}
TOTAL VALUATION	PLAN REVIEW FEE	PERMIT ISSUANCE FEE	PLAN REVIEW FEE	PERMIT ISSUANCE FEE	PERMIT ISSUANCE FEE
\$1.00 to \$2,000.00	\$131.29 for the first \$500.00 plus \$5.42 for each additional \$100.00 or fraction thereof, to and including \$2,000.00	\$56.27 for the first \$500.00 plus \$2.33 for each additional \$100.00 or fraction thereof, to and including \$2,000.00	\$144.85 for the first \$500.00 plus \$2.93 for each additional \$100.00 or fraction thereof, to and including \$2,000.00	\$62.08 for the first \$500.00 plus \$1.26 for each additional \$100.00 or fraction thereof, to and including \$2,000.00	\$167.40 for the first \$500.00 plus \$3.72 for each additional \$100.00 or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$50,000.00	\$212.59 for the first \$2,000.00 plus \$13.02 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00	\$91.22 for the first \$2,000.00 plus \$5.58 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00	\$188.80 for the first \$2,000.00 plus \$17.77 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00	\$80.98 for the first \$2,000.00 plus \$7.62 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00	\$223.20 for the first \$2,000.00 plus \$5.42 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$200,000.00	\$837.55 for the first \$50,000.00 plus \$8.68 for each additional \$1000.00 or fraction thereof, to and including \$200,000.00	\$359.06 for the first \$50,000.00 plus \$3.72 for each additional \$1000.00 or fraction thereof, to and including \$200,000.00	\$1,041.76 for the first \$50,000.00 plus \$10.63 for each additional \$1000.00 or fraction thereof, to and including \$200,000.00	\$446.74 for the first \$50,000.00 plus \$4.56 for each additional \$1000.00 or fraction thereof, to and including \$200,000.00	\$483.36 for the first \$50,000.00 plus \$2.66 for each additional \$1000.00 or fraction thereof, to and including \$200,000.00
\$200,001.00 to \$500,000.00	\$2,139.55 for the first \$200,000.00 plus \$6.07 for each additional \$1000.00 or fraction thereof, to and including \$500,000.00	\$917.06 for the first \$200,000.00 plus \$2.60 for each additional \$1000.00 or fraction thereof, to and including \$500,000.00	\$2,636.26 for the first \$200,000.00 plus \$8.68 for each additional \$1000.00 or fraction thereof, to and including \$500,000.00	\$1,130.74 for the first \$200,000.00 plus \$3.72 for each additional \$1000.00 or fraction thereof, to and including \$500,000.00	Plans Required for Submittal

\$500,001.00 to \$1,000,000.00 (1M)	\$3,960.55 for the first \$500,000.00 plus \$5.42 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00	\$1,697.06 for the first \$500,000.00 plus \$2.33 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00	\$5,240.26 for the first \$500,000.00 plus \$5.97 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00	\$2,246.74 for the first \$500,000.00 plus \$2.56 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00	Plans Required for Submittal
\$1,000,001.00 to \$5,000,000.00 (5M)	\$6,670.55 for the first \$1,000,000.00 plus \$4.77 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00	\$2,862.06 for the first \$1,000,000.00 plus \$2.05 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00	\$8,225.26 for the first \$1,000,000.00 plus \$5.42 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00	\$3,526.74 for the first \$1,000,000.00 plus \$2.33 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00	Plans Required for Submittal
\$5,000,001.00 (5M) to \$50 M	\$25,751.00 for the first \$5,000,000.00 plus \$1.86 for each additional \$1,000.00 or fraction thereof	\$11,062.00 for the first \$5,000,000.00 plus \$1.04 for each additional \$1,000.00 or fraction thereof	\$29,905.00 for the first \$5,000,000.00 plus \$1.67 for each additional \$1,000.00 or fraction thereof	\$12,847.00 for the first \$5,000,000.00 plus \$0.94 for each additional \$1,000.00 or fraction thereof	Plans Required for Submittal
\$50M to \$100M	\$109,451.00 for the first \$50,000,000.00 plus \$1.88 for each additional \$1,000.00 or fraction thereof	\$57,862.00 for the first \$50,000,000.00 plus \$1.34 for each additional \$1,000.00 or fraction thereof	\$105,055.00 for the first \$50,000,000.00 plus \$2.05 for each additional \$1,000.00 or fraction thereof	\$55,147.00 for the first \$50,000,000.00 plus \$1.47 for each additional \$1,000.00 or fraction thereof	Plans Required for Submittal
\$100M to \$200M	\$203,451.00 for the first \$100,000,000.00 plus \$0.84 for each additional \$1,000.00 or fraction thereof	\$124,862.00 for the first \$100,000,000.00 plus \$0.92 for each additional \$1,000.00 or fraction thereof	\$207,555.00 for the first \$100,000,000.00 plus \$0.75 for each additional \$1,000.00 or fraction thereof	\$128,647.00 for the first \$100,000,000.00 plus \$0.84 for each additional \$1,000.00 or fraction thereof	Plans Required for Submittal
\$200M and up	\$287,451.00 for the first \$200,000,000.00 plus \$1.54 for each additional \$1,000.00 or fraction thereof	\$216,862.00 for the first \$200,000,000.00 plus \$1.89 for each additional \$1,000.00 or fraction thereof	\$282,555.00 for the first \$200,000,000.00 plus \$1.59 for each additional \$1,000.00 or fraction thereof	\$212,647.00 for the first \$200,000,000.00 plus \$1.93 for each additional \$1,000.00 or fraction thereof	Plans Required for Submittal

NOTES:

1. These permit fees do not include other fees that may be required by other Departments: Public Works, Planning, Fire, Public Health, etc., nor do they include plumbing, electrical or mechanical permit fees unless so stated in the other fee tables.
2. A surcharge of \$5.00 shall be added to those alteration permits sought for buildings classified as R3 (one/two-family dwelling) and E3 (licensed day care) that were constructed prior to 1979 to implement the interior lead safe work practices provisions of Section 3407 *et seq.* of this code.
3. All permit fees related to reviewing the structural integrity of awning replacements for permits submitted "over the counter" at the Central Permit Bureau are hereby waived for any permit issued to a Small Business Enterprise for such activities during the month of May. For purposes of this Section, a Small Business Enterprise shall be a business that has 100 or fewer employees. The Planning Department and the Department of Building Inspection shall establish process by which those two departments will certify that an applicant is a Small Business Enterprise for the purpose of this Section and Section 355 of the Planning Code.

Editor's Notes:

Ordinance [92-20](#), File No. 200113, approved 6/26/2020, effective 7/27/2020, and retroactive to 1/1/2020, provides, in part:

“Notwithstanding any provision of the Building Code, including the fee schedules of Tables 1A-A and 1A-E, the Plan Review Fee related to reviewing permit applications, or a portion of a permit application, seeking to legalize existing dwelling units that were constructed without the required permits is hereby waived for any permit issued for such activities between January 1, 2020 and December 31, 2024, inclusive; provided that other fees, including but not limited to fees for applications to undertake structural work or excavation activities or any fees required by State law, shall not be waived.”

See Section 2(b) of the ordinance.

Ordinance [146-15](#) provides in part as follows:

Notwithstanding any provision of the Building Code, including the fee schedules of Tables 1A-A and 1A-E, the Plan Review Fee related to reviewing permit applications, or a portion of a permit application, seeking to legalize existing dwelling units that were constructed without the required permits is hereby waived for any permit issued for such activities prior to January 1, 2020; provided that other fees, including but not limited to fees for applications to undertake structural work or excavation [activities] or any fees required by State law, shall not be waived.

EXHIBIT B
CONSULTANT'S PROPOSAL



M E L A D & A s s o c i a t e s , I n c .

Proposal for On Call Inspections, Plan Review, and Staffing
Services RFP No.22-12
for

The City of Costa Mesa



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



Melad & Associates, Inc.

March 30, 2022

Jackqueline Nguyen
Buyer
Finance Department
City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92628

SUBJECT: RFP No. 22-12 for On Call Inspections, Plan Review, and Staffing Services

Melad & Associates Inc. is pleased to submit a proposal to the City of Costa Mesa for plan check and staffing 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@meladinc.com. Our company website can be found at www.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 over 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 Costa Mesa for well over thirty years, enabling us to have incredible insight into the workings of not only the City of Costa Mesa Building Department, but with the City of Costa Mesa 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 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 Costa Mesa 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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Background and Project Summary

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 Costa Mesa Building Department, which can be emailed upon request. We can accommodate plan submittals either digital or hard copies.
- Meet all timeframe expectations outlined by this proposal.
- Review all deferred submittal items, revisions, and as-built drawings before or during construction. Notification of hours spent on review will be reflected on transmittal attached to plans.
- Have the ability to provide accelerated plan reviews upon applicant's request and work directly with the applicants until permit is issued.
- 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.



Company Experience and Capabilities

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 forty years in business. Below is a list of key personnel and their experience.

Jose D. Melad, PE, CE

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.

James Melad

Vice President of Operations

15 years of business owner experience. Owner of Direct Protect Security and Surveillance & JDM Marketing Solutions. Expertise in business management, logistics, operations, sales, and marketing.

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.

**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.

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

Over forty years of experience in plan check. Former Plan Check Engineer for the County of Los Angeles. Plan check engineer with Melad & Associates for over fifteen 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.

Deepak Solanki, EIT**Civil Plan Checker**

Over thirty years of experience in civil plan check (Grading, BMP's, Utility, etc.) and assisting local agency Land Development Divisions with plan reviews for new developments and has extensive experience in the design of diverse civil engineering projects. Served as Plan Reviewer for various cities (City Engineering Services for City of Brea, Villa Park, South Gate, Baldwin Park, La Habra).

Wendy Goetz**Fire Prevention Plan Checker**

Over thirty-five years of experience of construction and plan check of fire preventions systems and fire and life safety. Retired Fire Plan Checker and Deputy Fire Marshal for Long Beach Fire Department. Fire prevention plan checker with Melad & Associates for over a year.



Melad & Associates has completed plan check reviews for hundreds of projects in various Cities over the past years. We have 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 thirty years of experience of providing our services to the City of Costa Mesa, 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 eight 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.



Methodology

Melad & Associates is quite familiar with the expectations and the plan check process of the City of Costa Mesa Building Department, having provided such services to the City for over thirty 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 Costa Mesa. 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.

Digital and Electronic Plan Check Process

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.

Melad & Associates can send and receive electronic copies of plans using Dropbox or other filing sharing services of your choice. We can review the plans, calculations, and other related documents using our Bluebeam software program. We utilize Microsoft Word to generate our corrections lists that can be sent back via email. Each project whether submitted electronically or paper hardcopies will have a unique plan check number assigned to the project. This plan check number can be inputted into our website tracker for the city or end users to get real time updates on each project.



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., 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 plan, 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, just as it was inputted at every time we received the plans or delivered 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, meeting timetable expectations put forth in this proposal. An applicant may opt to submit their plans to Melad & Associates with the expedited turnaround time of five to seven working days for the initial review, at the accelerated rate put forth by the City of Costa Mesa Building Department (100% of the plan check fee). The turnaround time for rechecks is five working days.

Overflow Plan Review

When the need arises, the City may opt to route overflow plan check submittals to Melad & Associates. The typical turnaround time of 10 working days will apply to these projects, and seven working days for the recheck. The standard rate of 75% of the plan check fee will apply.

Plan Delivery

Our on-staff courier is capable of pick-ups and deliveries within 24 hours of request. With accelerated review, the applicant will deal directly with Melad & Associates, and pick up the plans at our office when corrections are ready. Approved plans will be delivered directly to the Building Department.

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 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, especially Permits Plus which is the current system used by the Building Department. This will enable them 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 very 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.



Staffing

Below are the resumes of the key personnel assigned to the City of Costa Mesa.

Jose D. Melad, PE

President

Education: MSCE - CSULB
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

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, CE

Senior Structural Plan Check Engineer

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

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

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

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 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. Prepare engineering reports. Supervise and manage a group of engineers, architects and construction inspectors.

Jose Abarquez III, PE, CE, Casp

Senior Plan Check Engineer-Residential

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

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.

Rosalinda J. Tandoc, PE, CE

Senior Plan Check Engineer

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.

Raymundo Go, PE, ME

Mechanical Plan Check Engineer

Education: BS Mechanical Engineering
University of San Augustin
Philippines

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

Work Experience

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, EE

Electrical Plan Check Engineer

Education: BS Electrical Engineering
California State University Los Angeles

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

Work Experience

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.

Qualifications & References

Melad & Associates has had 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 Dana Point

33282 Golden Lantern
Suite 209
Dana Point, CA 92629
(949) 248-3594
Joe Romero
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



Key personnel for each of these Cities, is the same staff we have listed in this proposal. We are currently providing plan check and permit processing services to the City of Costa Mesa with this same staff in place.

- Jose D. Melad – President
- Jose Abarquez III – Senior Plan Check Engineer-Residential
- Anant Sheth – Senior Structural Plan Check Engineer
- Ely Mamoyac – Senior Structural Plan Check Engineer
- Rosalinda Tandoc – Senior Plan Check Engineer
- Raymundo Go – Mechanical Plan Check Engineer
- Nader Shams – Electrical Plan Check Engineer
- Deepak Solanki – Civil Plan Checker
- Wendy goetz – Fire Prevention Plan Checker

Cost Proposal

Please see separate attachment for the Cost Proposal.

Disclosure

Please see Appendix C Forms.

**APPENDIX C
FORMS**

**Vendor Application Form
Ex Parte Communications Certification
Disclosure of Government Positions
Disqualification Questionnaire
Company Profile & References
Bidder/Applicant/Contractor Campaign Contribution
Cost Proposal**



**VENDOR APPLICATION FORM
FOR
RFP No. 22-12 ON-CALL INSPECTIONS,
PLAN REVIEW, AND STAFFING SERVICES**

TYPE OF APPLICANT: ☐ NEW ☒ CURRENT VENDOR

SERVICE APPLYING FOR: (select all that apply)

Staffing Services

☐ Code Enforcement

☐ Permit Technician

Inspection Services

☐ Building (Development Services)

☐ Fire

☐ Public Services

Plan Check Services

☒ Building (Development Services)

☐ Fire

☐ Public Services

EXCEPTIONS TO THE PROFESSIONAL SERVICES AGREEMENT: ☐ Yes ☐ No

Legal Contractual Name of Corporation: Melad and Associates, Inc.

Contact Person for Agreement: Jose Melad, PE

Title: President E-Mail Address: meladassoc@aol.com

Business Telephone: (714) 848-0487 Business Fax: (714) 848-7027

Corporate Mailing Address: 8907 Warner Avenue Suite 161

City, State and Zip Code: Huntington Beach, CA, 92647

Contact Person for Proposals: Elvie Bernal

Title: General Manager E-Mail Address: ebernal@meladinc.com

Business Telephone: (714) 848-0487 Business Fax: (714) 848-0487

Is your business: (check one)

☐ NON PROFIT CORPORATION

☐ FOR PROFIT CORPORATION

Is your business: (check one)

☒ CORPORATION

☐ LIMITED LIABILITY PARTNERSHIP

☐ INDIVIDUAL

☐ SOLE PROPRIETORSHIP

☐ PARTNERSHIP

☐ UNINCORPORATED ASSOCIATION

Names & Titles of Corporate Board Members

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone
_____	_____	_____
Jose Melad	President	(714) 848-0487
James Melad	Vice President	(714) 848-0487
Elvie Bernal	Secretary	(714) 848-0487
_____	_____	_____
_____	_____	_____

Federal Tax Identification Number: 27-1641048

City of Costa Mesa Business License Number: 06433

(If none, you must obtain a Costa Mesa Business License upon award of contract.)

City of Costa Mesa Business License Expiration Date: June 30, 2022

EX PARTE COMMUNICATIONS CERTIFICATION

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning informal **RFP# 22-12 On-Call Inspections, Plan Review, and Staffing Services** at any time after **March 1, 2022**.



Signature

Date: 3-30-22

JOSE D. MELAD

Print

OR

I certify that Proposer or Proposer's representatives have communicated after **March 1, 2022** with a City Councilmember concerning **RFP# 22-12 On-Call Inspections, Plan Review, and Staffing Services**. A copy of all such communications is attached to this form for public distribution.

Signature

Date: _____

Print

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes _____ No X

If the answer is yes, explain the circumstances in the following space.

DISCLOSURE OF GOVERNMENT POSITIONS

Each Proposer shall disclose below whether any owner or employee of Contractor currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

None

COMPANY PROFILE & REFERENCES

Company Legal Name: Melad and Associates, Inc.

Company Legal Status (corporation, partnership, sole proprietor etc.): S-Corp

Active licenses issued by the California State Contractor's License Board:

Business Address: 8907 Warner Avenue Suite 161, Huntington Beach, CA, 92647

Website Address: meladandassociates.com

Telephone Number: (714) 848-0487

Facsimile Number: (714) 848-7027

Email Address: meladassoc@aol.com

Length of time the firm has been in business: 42 years

Length of time at current location: 40 years

Is your firm a sole proprietorship doing business under a different name: ___ Yes X No

If yes, please indicate sole proprietor's name and the name you are doing business under:

Federal Taxpayer ID Number: 27-1641048

Regular Business Hours: Monday-Friday 9AM-5PM

Regular holidays and hours when business is closed: Nationally observed holidays

Contact person in reference to this solicitation: Jose Melad

Telephone Number: (714) 848-0487

Facsimile Number: (714) 848-7027

Email Address: meladassoc@aol.com

Contact person for accounts payable: Elvie Bernal

Telephone Number: (714) 848-0487

Facsimile Number: (714) 848-7027

Email Address: ebernal@meladinc.com

Name of Project Manager: James Melad

Telephone Number: (714) 848-0487

Facsimile Number: (714) 848-7027

Email Address: jmelad@meladinc.com

COMPANY PROFILE & REFERENCES (Continued)

Submit the company names, addresses, telephone numbers, email, contact names, and brief contract descriptions of at least three clients, preferably other municipalities for whom comparable projects have been completed or submit letters from your references which include the requested information.

Company Name: City of Manhattan Beach

Contact Name: Ryan Heise (310) 802-5525

Contract Amount: \$500,000.00 (5-years)

Email: rheise@manhattanbeach.gov

Address: 1400 Highland Avenue, Manhattan Beach, CA, 90266

Brief Contract Description: Plan Checking and Inspection Services

Company Name: City of Westminster

Telephone Number: (714) 548-3468

Contact Name: Justin Nguyen

Contract Amount: \$100,000.00

Email: jvnguyen@westminster-CA.gov

Address: 8200 Westminster Ave, Westminster, CA, 92683

Brief Contract Description: Plan Checking and Inspection Services

Company Name: City of Dana Point

Telephone Number: (949) 248-3594

Contact Name: Joe Romero

Contract Amount: \$100,000.00

Email: jromero@danapoint.org

Address: 33282 Golden Lantern, Suite 209, Dana Point, CA, 92629

Brief Contract Description: Plan Checking and Inspection Services

Company Name: City of Villa Park

Telephone Number: (714) 998-1500

Contact Name: Bill Tarin

Contract Amount: On as needed basis

Email: btarin@villapark.org

Address: 17855 Santiago Boulevard, Villa Park, CA, 92861

Brief Contract Description: Plan Checking

Company Name: City of South Gate

Telephone Number: (323) 563-9515

Contact Name: William Campana

Contract Amount:

Email: wcampana@sogate.org

Address: 8650 California Avenue, South Gate CA 90280

Brief Contract Description: Plan Checking and Inspection Services



BIDDER/APPLICANT/CONTRACTOR CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Proposer/Consultant/Applicant is required to identify any campaign contribution or cumulative contributions greater than \$249 to any city council member in the twelve months prior to submitting an application, proposal, statement of qualifications or bid requiring approval by the City Council.

Date	Name of Donor	Company/Business Affiliation	Name of Recipient	Amount

Except as described above, I/we have not made any campaign contribution in the amount of \$250 or more to any Costa Mesa City Council Member in the twelve months preceding this Application/Proposal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.



Bidder/Applicant/Proposer

3-30-22

Date

EXHIBIT C
FEE SCHEDULE

Fee Proposal - Compensation for Services

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

Plan Check Fee Schedule

TYPE OF REVIEW	FEES
Complete Plan Review	60% 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	60% of the building plan check fee for the models, and 10% of the building plan check fee for repetitive plans.
Accelerated Plan Review	An applicant may opt to submit their plans to Melad & Associates at the accelerated rate put forth by the City of Costa Mesa Building Department (100% of the plan check fee).
<i>*In lieu of complete building plan checking, requests may be approved for separate model code checks, and fees may be applied accordingly.</i>	
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 \$75.00 per hour with a minimum fee of \$300.00.
Fire Protection System	Rate of \$75 per hour with a minimum fee of \$150.00.
Fire Code Plan Review	Rate of \$75 per hour with a minimum fee of \$150.00.

Plan Check Review Times

TYPE OF PROJECT	STANDARD REVIEW	STANDARD RECHECK	ACCELERATED REVIEW	ACCELERATED RECHECK
New/Addition Multi-Family Dwellings	15 working days	10 working days	10 working days	5 working days
New Single-Family Dwellings	10 working days	5 working days	7 working days	4 working days
Single Family Dwelling Addition/Remodel	7 working days	5 working days	5 working days	3 working days
Commercial New Construction	15 to 20 working days	10 to 15 working days	10 working days	5 working days
Commercial Addition	10 working days	7 working days	5 working days	3 working days
Commercial Tenant Improvement	10 working days	7 working days	7 working days	5 working days

Revised Cost Proposal

Provide hourly rates, along with estimated annual pricing in accordance with the City's current requirements, as set forth in section Scope of Work.

Any such proposed price adjustments shall not exceed The Bureau of Labor Statistics Consumer Price Index (CPI) data for Los Angeles-Riverside-Orange County, CA, All Items, Not Seasonally Adjusted, "annualized change comparing the original proposal month and the same month in the subsequent year. (This information may be found on the U.S. Department of Labor's website at www.bls.gov.)

Job Title	Hourly Rate	Overtime Hourly Rate
Plans Examiner	\$80.00	\$120.00
Plan Check Engineer	\$100.00	\$150.00
Chief Plans Examiner (Supervisor)	\$100.00	\$150.00
Permit Processing	\$40.00	\$60.00
Permit Technician I and II	\$50.00	\$75.00
Fire Plans Examiner	\$80.00	\$120.00

EXHIBIT D
CITY COUNCIL POLICY 100-5

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

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 City Manager, 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:

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	2 of 3

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;

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

- 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.