

CITY OF DANA POINT
AGENDA REPORT

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| Reviewed By: | |
| DH | X |
| CM | X |
| CA | X |

DATE: MARCH 03, 2015

TO: CITY MANAGER/CITY COUNCIL

**FROM: URSULA LUNA-REYNOSA, DIRECTOR OF COMMUNITY DEVELOPMENT
MARK I SUTTON, BUILDING OFFICIAL**

**SUBJECT: PROFESSIONAL SERVICES AGREEMENT FOR SUPPLEMENTAL
DEVELOPMENT COUNTER AND INSPECTION SERVICES**

RECOMMENDED ACTION:

That the City Council authorize the City Manager to continue the Professional Services Agreement with Melad and Associates.

DISCUSSION:

Due to the dramatic increase in development activities in the City which is currently beyond the current staffing levels approved in the current Building and Safety Division budget, staff has had to use consulting services to stay up with the demand and continue to provide the 5 star customer service our community has come to expect and enjoy. Staff entered into a professional services agreement with Melad and Associates in August of 2013 for an amount not to exceed \$35,000. This agreement was for a one year period and due to the continuing need, this agreement was recently extended for an additional year (August 2015). Melad and Associates was retained to provide supplemental staffing services to the development services counter, inspection and plan review sections. The original contract of \$35K has now been expended and there is a need to continue with these services in order to provide these vital services to our development community. Melad and Associates contract has allowed the City to maintain a high level of customer service to our community during this time.

FISCAL IMPACT:

It is estimated that the cost for supplemental development services counter staffing will not exceed \$100,000, including the original \$35,000. The necessary funds to cover this expense inclusive of salary savings, is provided for in the adopted FY14/15 budget.

ALTERNATIVE ACTIONS:

As determined by Council.

SUPPORTING DOCUMENTS:

PAGE NO.

A. [Professional Services Agreement between Melad and Associates and the City of Dana Point](#)..... 3

SUPPORTING DOCUMENT A**FIRST AMENDMENT TO AGREEMENT**

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into as of September 16, 2014, 2014 and by and between Melad and Associates (“Consultant:”) and the CITY OF DANA POINT, a general law city (“City”).

In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

Section 1. This First Amendment is made with respect to the following facts, which the parties stipulate are true and correct.

- a. On August 1, 2013, the parties entered into that certain agreement for professional services (“Original Agreement”).
- b. According to the terms of the Original Agreement, the contractual obligation set forth therein “shall be for one year, (August 1, 2013 through August 1, 2014) unless terminated sooner as provided herein.
- c. The parties agree and acknowledge that for good consideration the Contract has been extended for a period of one year, commencing August 1, 2014 and terminating, unless further extension is agreed to, on August 1, 2015.

Section 2. The First Amendment may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same agreement.

Section 3. Except as explicitly set forth herein, all other items and conditions of the Original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date first written above.

Melad and Associates

By 

Title PRESIDENT

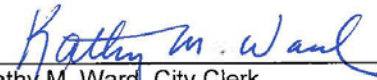
By _____

Title _____

CITY OF DANA POINT

By 
Title: Douglas C. Chotkevys, City Manager

ATTEST:


Kathy M. Ward, City Clerk

APPROVED AS TO FORM:


A. Patrick Munoz, City Attorney

CITY OF DANA POINT
AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and effective as of August 1, 2013, between the City of Dana Point, a municipal corporation ("City") and Melad and Associates _____, a[n] Sole Proprietorship [*individual, sole proprietorship, partnership, limited liability partnership, corporation, . . .*] ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

This Agreement shall commence on August 1, 2013 and shall remain and continue in effect until tasks described herein are completed, but in no event later than August 1, 2014 unless sooner terminated pursuant to the provisions of this Agreement. Notwithstanding the above, Section 9 of this Agreement shall survive the term of this Agreement.

2. **SERVICES**

Consultant shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

3. **PERFORMANCE**

Consultant shall at all times faithfully, competently and to the best of his/her ability, experience, and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement. Consultant represents it holds the necessary skills and abilities to perform the work as set forth in this Agreement, and City relies upon the skills and abilities of Consultant. Consultant shall perform the work and services under this Agreement in accordance with such heightened standard of work and in accordance with the accepted standards of the professional disciplines involved in the tasks described herein.

4. **CITY MANAGEMENT**

City's Building Official shall represent City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant, but not including the authority to enlarge the Tasks to Be Performed or change the compensation due to Consultant. City's City Manager

shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Tasks to Be Performed or change Consultant's compensation, subject to Section 5 hereof.

5. **PAYMENT**

(a) Except as otherwise stated herein, the City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit A, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Final payment shall be coordinated and conditioned with completion of the tasks set forth in Exhibit A. This amount shall not exceed Thirty Five Thousand_ dollars (\$35,000.00) for the total term of the Agreement unless additional payment is approved as provided in this Agreement ("Total Agreement Amount").

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services. The City Manager may approve additional work not to exceed ten percent (10%) of the amount of the Agreement, but in no event shall such sum exceed ten-thousand dollars (\$10,000.00). Any additional work in excess of this amount shall be approved by the City Council. ***[Note: If additional payment pushes total contract amount above \$35,000 and Agreement was not previously approved by City Council, City Council must approve increased amount. (See DPMC, § 3.12.280.)]***

(c) Consultant will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Invoices shall include the contract amount, invoice amount to date, and balance remaining. Payment shall be made within thirty (30) days of receipt of each invoice as to all undisputed fees. If the City disputes any of Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

(d) Prior to signing the Agreement, Consultant shall provide to City a completed and signed Form W-9, Request for Taxpayer Identification Number and Certification. All of City's monetary obligations set forth in this Agreement are conditioned upon City's receipt of an executed W-9 form from Consultant.

(e) Notwithstanding Consultant's delivery of invoices to City and/or other remedies available to the City, City **[shall/may]** retain ten percent (10%) of the

payment on each month's invoice, on a cumulative basis, until Consultant has completed all of the tasks set forth in Exhibit A.

(f) Notwithstanding Consultant's delivery of invoices to City and/or other remedies available to the City, if Consultant has not delivered to the City the required certified insurance policies and endorsements within the time required by Section 10(f) (3) of this Agreement, City has the sole discretion to withhold any and all payments to Consultant until Consultant delivers to the City the certified insurance policies and endorsements required by Section 10 of this Agreement.

6. **SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE**

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section 5.

(c) Except as otherwise provided herein and prior to the termination date of this Agreement, this Agreement may be terminated by written consent of both the City and the Consultant.

7. **DEFAULT OF CONSULTANT**

(a) The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

(b) If the City Manager or his/her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service upon it of said

notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

8. **OWNERSHIP OF DOCUMENTS**

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts there from as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

[Note: The Following Paragraph Is Applicable Only To Agreements for the design of public improvements.]

(c) With respect to the design of public improvements, the Consultant shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in Exhibit A without the written consent of the Consultant.

9. **INDEMNIFICATION**

(a) Indemnification

[Note: The Following Paragraphs Are Applicable Only To Agreements Where Contractor Is A "Licensed Design Professional."]

To the fullest extent permitted by law, Consultant shall protect, indemnify, defend and hold harmless City and any and all of its officials, employees, volunteers, and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, and costs and expenses (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees) where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the negligence, recklessness, or willful misconduct of Consultant, its officers, agents, employees or subconsultants, or any entity or individual that Consultant shall bear the legal liability thereof.

For purposes of this Agreement, a "Licensed Design Professional" shall be limited to licensed architects, licensed landscape architects, registered professional engineers, and licensed professional land surveyors, all as defined by current law, and as may be amended from time to time by California Civil Code § 2782.8.

[Note: The Following Paragraph Is Applicable Only To Agreements Where Contractor Is Not A "Licensed Design Professional."]

To the fullest extent permitted by law, Consultant shall protect, indemnify, defend and hold harmless City and any and all of its officials, employees, volunteers and agents from and against any and all losses, liabilities, damages, and costs and expenses (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees) where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the actions or failure to act of Consultant, its officers, agents, employees or subconsultants, or any entity or individual that Consultant shall bear the legal liability thereof.

(b) General Indemnification Provisions. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth in this section from each and every subconsultant or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth

herein is binding on successors, assigns or heirs of Consultant and shall survive the termination of this Agreement or this section.

[Note: The Following Paragraph Is To Be Used Only When The Professional Services Contract Is Related To Construction.]

(c) Indemnity Provisions for Contracts Related to Construction. Without affecting the rights of City under any provision of this Agreement, Consultant shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Consultant will be for that entire portion or percentage of the liability not attributable to the active negligence of City.

10. **INSURANCE REQUIREMENTS**

Prior to the beginning of and throughout the duration of the Work, Consultant shall maintain insurance in conformance with the requirements set forth below. Consultant shall use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Consultant agrees to amend, supplement or endorse the existing coverage to do so. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to City.

Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. All Sections of this Agreement and any provision in City's Request for Proposal and Consultant's submitted proposal are subordinate to and superseded by the requirements contained in this Section to the extent that any provision or portion thereof conflicts with or impairs these requirements or any obligation to or right under or pursuant to these insurance requirements. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the parties to be interpreted as such.

(a) Minimum Scope of Insurance. Coverage shall be at least as broad as:

- (1) Commercial General Liability Insurance – Written on the Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition

to limits. There shall be no cross liability exclusion for claims or suits by one insured against another.

- (2) Business Auto Coverage –Written on the ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each person.
- (3) Workers' Compensation/Employer's Liability Insurance - Written on a policy form providing workers' compensation statutory benefits as required by the State of California. Employer's Liability limits shall be no less than one millions dollars (\$1,000,000) per accident or disease. Employer's Liability coverage shall be scheduled under any umbrella policy described above. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects City, its officers, officials, employees, or agents.

[Note: Delete the above workers' compensation and employer's liability insurance requirements for certain sole proprietorships, partnerships, or corporations without employees and use the following paragraph instead.]

Consultant certified that the company does not have employees and does have Workers' Compensation/ employer's Liability Insurance. As soon as the Consultant has employees, he/she will have the insurance below:

Workers' Compensation/Employer's Liability Insurance - Written on a policy form providing workers' compensation statutory benefits as required by the State of California. Employer's Liability limits shall be no less than one millions dollars (\$1,000,000) per accident or disease. Employer's Liability coverage shall be scheduled under any umbrella policy described above. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects City, its officers, officials, employees, or agents.

- (4) Professional Liability or Errors and Omissions Insurance as appropriate to the Consultant's profession - Written on policy form coverage specifically designed to protect against acts, errors or omissions of the consultant and "Covered Professional Services" as designated in the policy must specifically include work

performed under this agreement.

(b) Minimum Limits of Insurance. Consultant shall maintain limits no less than:

[Note: The insurance amounts listed herein are general limits and higher limits may be required depending on the nature and risks of the project. Refer to the Risk Analysis Matrix on the public shared drive in the Administrative Services Templates & Forms folder (it is a PDF file) and/or consult with Risk Management staff to determine the appropriate amount of insurance to require on a particular project.]

- (1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- (2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- (3) Errors and Omissions Liability: The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this agreement. Insurance shall continue to be effective to cover all claims made within three (3) years of the completion of the work in the Agreement.

[Note: If the required limits for general liability, auto and employer's liability are \$1 million or less, the following paragraph may be omitted.]

- (4) Excess or Umbrella Liability Insurance (Over Primary): If used to meet limit requirements, it shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured

first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Consultant, subconsultants or others involved in the Work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$ _____ (Note: refer to Risk Analysis Matrix) per occurrence.

(c) Deductibles and Self-Insured Retention. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to City. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or the Consultant to procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses or other solutions. Any deductibles in excess of ten percent (10%) or self-insured retention must be approved by the City Manager.

(d) Other Insurance Provisions. The general liability, business auto liability, and any necessary umbrella liability policies are to contain, or be endorsed to contain, the following provisions:

- (1) General liability and umbrella policies shall cover the City, its officers, officials, employees, agents, and volunteers are to be covered as insureds or additional insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents, or volunteers. Endorsements including the additional insured shall be identified on standard ISO endorsement number CG 20 10, attached to an ISO-CGL policy with an edition prior to 1992, or other form as expressly approved by City, and which does not limit the scope of coverage for the additional insured to vicarious liability or to the additional insured's supervision of a given project. In no event shall the Consultant use an additional insured endorsement with an edition date of 1992 or later, absent express written authorization by City. Consultant also agrees to require all contractors and

subcontractors to do likewise.

- (2) For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respect to the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- (3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees, agents, or volunteers.
- (4) 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, and there shall be no cross liability exclusions that preclude coverage for suits between Consultant and City or between City and any other insured. Consultant expressly waives any claim against City for any covered act or event, and Consultant's insurance policy shall not prevent such waiver. The limits of insurance required herein shall in no way limit the liability of the party providing the insurance. In addition, if the coverage or limits available to Consultant exceed that required by this Agreement, and the loss incurred by the additional insured exceeds the amount required by this Agreement, it is the parties' intent that all such additional coverage and limits available will apply irrespective of the specific coverage or limits required herein.
- (5) No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees, or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
- (6) All insurance coverage and limits provided by Contractor and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.
- (7) The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of

such change. If such change results in substantial additional cost to the Consultant, the City will negotiate additional compensation proportional to the increased benefit to City.

- (8) For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
- (9) Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.
- (10) None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.
- (11) No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
- (12) All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.
- (13) The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this Agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.
- (14) Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
- (15) Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the

right to charge City or Consultant for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

(e) Acceptability of Insurers. Insurance is to be placed with insurers authorized and admitted to do business in California and with a current A.M. Best's rating of A or better and a financial size of VII or greater, unless otherwise acceptable to the City.

(f) Verification of Coverage and Notice of Cancellation.

- (1) Consultant shall immediately furnish to City certificates of insurance or endorsements, satisfactory to City, evidencing the insurance coverage above required prior to the commencement of performance of services hereunder. These certificates or endorsements shall provide that such insurance is the minimum, is in no way limited by any provision herein, and allows for the application of all coverage available to the additional insureds. Further, the certificates or endorsements shall require thirty (30) days written notice to additional insured City prior to any termination, suspension, cancellation, or non-renewal, or the reduction of available coverage, or any change in the terms of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.
- (2) Consultant agrees that if Consultant commences work under this Agreement without first providing City copies of the required insurance certificates or endorsements, that Consultant does so at its own and sole risk. In the event Consultant's insurance is not acceptable to City or copies of insurance certificates or endorsements are not provided, City shall have no obligations to compensate Consultant for such work unless Consultant possesses a notice to proceed from City for this work.
- (3) Within sixty (60) days of the commencement of this Agreement, Consultant shall furnish certified copies of the actual policies and endorsements. Failure to submit such policies shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including summary termination of this

Agreement. If proof of any insurance required under this Agreement is not delivered as required or if such insurance is canceled at any time and no replacement coverage is provided, City shall have the right but not the duty to obtain any insurance it deems necessary to protect its interests under this Agreement, express or implied, in any way relating to City. Any premium for such coverage shall be charged to and promptly paid by Consultant or, at City's option, may be deducted from sums due to Consultant.

- (4) In the event of the premature termination of this Agreement for any reason, Consultant agrees to maintain the required insurance coverage until City provides written authorization to terminate the coverage following a review and determination that all liability posed under this Agreement as to the party providing the insurance has been eliminated.
- (5) Except as outlined in Section 10(b) (3) above, Consultant will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this Agreement. This obligation applies whether or not the agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.
- (6) Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.

(g) Notice of Claim or Loss. Consultant agrees to provide immediate notice to City of any claim or loss likely to involve City or its employees or agents which exceeds \$2,500 or is likely to exceed that amount arising out of the work performed under this Agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

(h) Sub-Consultant Insurance Requirements. Consultant agrees to require that all parties, including but not limited to sub-Consultants and additional Consultants or professional services with whom Consultant enters into contracts or whom Consultant hires pursuant to or in any way related to the performance

of this Agreement, provide the insurance coverage required here, at a minimum. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Section. Consultant acknowledges and agrees that upon request, all agreements with sub-Consultants and others engaged in the project contemplated by this Agreement will be submitted to City for review. Consultant agrees and acknowledges that such contracts may require modification as to the insurance requirements necessary to properly protect City.

11. **INDEPENDENT CONSULTANT**

(a) Consultant is and shall at all times remain as to the City a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

(b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

12. **LEGAL RESPONSIBILITIES**

The Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

13. **UNDUE INFLUENCE**

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City of Dana Point in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City of Dana Point will receive compensation, directly or indirectly, from Consultant, or from any officer,

employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

14. **NO BENEFIT TO ARISE TO LOCAL EMPLOYEES**

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with this Agreement.

15. **RELEASE OF INFORMATION/CONFLICTS OF INTEREST**

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or sub-Consultants, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

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

[Note: The following paragraph is only to be used when the City will be taking in a fee or deposit from an applicant and use that fund to retain the Consultant to prepare an EIR, Specific Plan, or some other specific document or where the City is funding a similar development-type study.]

(c) Consultant covenants that neither he/she nor any officer or principal of their firm have any interest in, or shall acquire any interest, directly or indirectly, which

days of the close of said notice period. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Consultant.

18. **LICENSES**

At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

19. **GOVERNING LAW**

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the City of Dana Point.

20. **ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. **SEVERABILITY**

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of the other provisions of this Agreement.

22. **NO PRESUMPTION REGARDING DRAFTER OF THIS AGREEMENT**

The parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the parties and their attorneys, and this Agreement reflects their mutual agreement regarding the same. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any party to be the drafter of this Agreement, and therefore, no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.

23. **ATTORNEY'S FEES**

If any action at law or suit in equity, including an action for declaratory relief, is brought by either party with respect to this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, in addition to any other relief to which it may be entitled, and such amount may be added to, and made a part of, such judgment. ***[Note: It is not always beneficial to have an attorney's fee provision in the Agreement, particularly when the Consultant's prospective attorney's fees in a dispute may be higher than the City's. Consult with Risk Management or the City Attorney's Office to determine whether an attorney's fees provision is beneficial for this project.]***

24. **WORK SCHEDULED/TIME OF COMPLETION**

[Note: This section is optional and should be included only when the project is particularly time-sensitive.]

City and Consultant agree that time is of the essence in this Agreement. ***[Note: The following language may be added if the project includes the erection, construction, alteration, repair, or improvement of any structure, building, road, railway, or other improvement, and the procurement of any other goods or services that are manufactured specifically, designed specifically, or produced specifically, pursuant to the Agreement with the City.]*** City and Consultant further agree that Consultant's failure to perform on or at the times set forth in this Agreement will damage and injure City, but the extent of such damage and injury is difficult or speculative to ascertain. Consequently, City and Consultant agree that any failure to perform by Consultant at or within the times set forth herein shall result in liquidated damages of _____ dollars (\$_____) per day for each and every day such performance is late. City and Consultant agree that such sum is reasonable and fair. Furthermore, City and Consultant agree that this Agreement is subject to Government Code Section 53069.85 and that each party hereto is familiar with and understands the obligations of said Section of the Government Code.

25. **CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL**

[Note: This section and Exhibits C and D are only included if the City did a Request for Proposal and Consultant submitted a proposal to the City.]

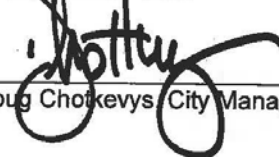
Consultant is bound by the contents of City's Request for Proposal, Exhibit "C" hereto and incorporated herein by this reference, and the contents of the proposal submitted by the Consultant, Exhibit "D" hereto. In the event of conflict, the requirements of City's Request for Proposals and this Agreement shall take precedence over those contained in the Consultant's proposals.

26. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF DANA POINT

By: 
Doug Chokeyvys, City Manager


Attest:

Kathy Ward, City Clerk

Approved As to Form:

Patrick Munoz, City Attorney

CONSULTANT

By: 
(Signature)

JOSE D. MELAD
Jose D. Melad

Its: _____
President

By: _____
(Signature)

(Typed name)

Its: _____
(Title)

EXHIBIT "A"

*PROPOSAL
FOR*

*PROFESSIONAL BUILDING
DEPARTMENT SERVICES*

*THE CITY
OF
DANA POINT*

*FROM
MELAD AND ASSOCIATES
8907 WARNER AVE, SUITE 161
HUNTINGTON BEACH, CALIFORNIA
(714) 848-0487
FAX (714) 848-7027*



MELAD AND ASSOCIATES
engineering • code consultants

July 20, 2013

Mr. Mark Sutton
Building Official
33282 Golden Lantern (2nd floor)
Dana Point, CA 92629

SUBJECT: Professional Services For City of Dana Point Building Department

Dear Mr. Sutton:

MELAD AND ASSOCIATES is pleased to submit a proposal for Department of Building to the City of Dana Point. Our firm has been providing plan checking and building inspection services in addition to other quality municipal services for numerous cities in Southern California since 1981.

MELAD AND ASSOCIATES prides ourselves in maintaining an experienced and dedicated staff of engineering and management professionals in the fields of Building Engineering Plan Check Services and Building & Safety Inspection and Management Support Services. Our highly motivated staff is ready to provide high level professional and cost effective consultation to the various needs of our clients. If needs change, or market conditions fluctuate, we can respond immediately to any and all service level expectations.

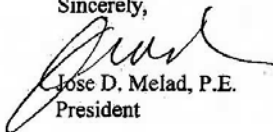
MELAD AND ASSOCIATES feel that this proposal addresses your outlined needs and objectives for outside consultant services. The areas of service we would be able to provide are as follows:

COST EFFECTIVE QUALITY SERVICE
PROFESSIONALLY REGISTERED AND CERTIFIED PERSONNEL
RESPONSIVE AND FLEXIBLE SERVICE STAFFING
OVERFLOW - LONG TERM & ACCELERATED PLAN CHECKING
COUNTER PERMIT ASSISTANCE

MELAD AND ASSOCIATES strictly performs plan checking and inspection services. We do no engineering design work to avoid any conflict of interest to our client cities. We currently are under contract with sixteen jurisdictions for plan checking and inspection services.

I look forward to provide a professional and high level of code consulting and building inspection services to the city of Dana Point. Should there be any specific areas not addressed herein, or any areas that may need further explanation, please do not hesitate to contact me so I may accommodate accordingly.

Sincerely,



Jose D. Melad, P.E.
President

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COMBINATION BUILDING INSPECTOR

SENIOR BUILDING INSPECTOR

II. MELAD AND ASSOCIATES STAFF

III. CLIENT / AGENCY REFERENCES

IV. INSURANCES

COMPENSATION FOR SERVICES

BUILDING PLAN CHECKING

MELAD AND ASSOCIATES will provide qualified reviews and plan check for completeness and conformance to all City Ordinances, State and Federal Regulations pertaining to the model codes. Plan check will encompass reviewing of Structural design calculations, fire life safety, energy conservation and disabled access, and T-24, involved in building design.

BUILDING PLAN CHECK FEES

Fees to be established and governed by the fees established by the City of Dana Point and the most current adopted Codes.

- Complete Plan Review is to be seventy-five percent (75%) of the fee established by the City or at an hourly rate of \$75.00.
- Repetitive plan review shall be seventy-five percent (75%) of the models and 25% for repetitive plans.
- Accelerated or Fast tracking will be charged when only requested by the City at regular fee plus fifty percent (50%) of plan check fee.

Consultant allows one initial check and two subsequent recheck submittals under above mentioned fees. Any plans going beyond two rechecks may be charged additional hourly rates.

In lieu of complete building plan checking, requests may be approved for separate model code plan review and fees may be charged accordingly:

ELECTRICAL / Title 24 - 30% of Building plan check fee or \$75 per hour.

MECHANICAL / Title 24 - 30% of Building plan check fee or \$75 per hour.

PLUMBING - 20% of Building plan check fee or \$75 per hour.

GRADING PLAN REVIEW - To review grading and other related civil engineering work. This work is not included on the complete plan check scope of work. Fees to be established by the City or \$75.00 per hour with minimum fee of \$300.00.

TIMELY PERFORMANCE OF BUILDING PLAN REVIEW

| <u>TYPE OF PLANS</u> | <u>INITIAL CHECK</u> | <u>RECHECK</u> |
|--------------------------------|----------------------|------------------|
| TENANT IMPROVEMENT | 7-10 WORKING DAYS | 5 WORKING DAYS |
| RESIDENTIAL ADDITION/ACCESSORY | 7-10 WORKING DAYS | 5 WORKING DAYS |
| SINGLE FAMILY DWELLING | 10-15 WORKING DAYS | 5-7 WORKING DAYS |
| & MULTI UNIT COMPLEXES | 10-15 WORKING DAYS | 5-7 WORKING DAYS |
| COMMERCIAL / INDUSTRIAL | 10-15 WORKING DAYS | 5-7 WORKING DAYS |
| GRADING (CIVIL PLANS & CALCS) | 10 WORKING DAYS | 5-7 WORKING DAYS |

Melad and Associates will provide, at minimum, daily pick-up and delivery to the City of Dana Point or as needed basis for all plan check submittals and resubmittals under the obligations of this contract.

RATES FOR CONTRACT STAFFINGCOUNTER BUILDING PERMIT TECHNICIAN

MELAD AND ASSOCIATES can provide qualified personnel to work at the building division counter in assisting with all phases of the developmental and permit process. Other duties performed can be with general information, record keeping, information tracking, inspection request and computer assistance if needed.

PERMIT TECHNICIAN

\$ 40.00 PER HOUR

BUILDING INSPECTORS

MELAD AND ASSOCIATES will provide certified combination building inspectors to inspect construction within the City of Dana Point. All inspectors will be qualified to inspect construction based on approved plans based on the California Building Code, California Mechanical Code, California Plumbing Code, California Electrical Code, Disabled Access and Energy Code. All inspections will conform to all City Ordinances, Department Procedures and all regulated State and model codes and regulations mandated by all City Ordinances

Written communication of correction notices, Stop work notices and all Final Inspections will be provided to representative agencies involved in the development process of projects inspected by said consultant while under contract to the City of Dana Point, reporting directly to the Building Official or designated department head.

| | |
|--------------------------------|--------------------|
| COMBINATION BUILDING INSPECTOR | \$ 60.00 PER HOUR* |
| SENIOR BUILDING INSPECTOR | \$ 75.00 PER HOUR* |

*Charges are based on a minimum four hours upon each request of services.
Mileage is \$0.50 per mile if the City does not provide transportation for the performance of this duty.

MELAD AND ASSOCIATES
STAFF & CONSULTANTS

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

Plan Check Staff

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

Building Inspection Staff **All Inspectors are ICC/ICBO Certified*

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

Associate Consultants

| NAME | WORK EXPERIENCE |
|---|---|
| Phanh Phongsak P.E., M.E. | Over twenty years mechanical/HVAC and plumbing design and plan checking experience. Registered Mechanical Engineer. |
| Nader Shams P.E., E.E. (Retired) | Chief Electrical Plan Check Division, L.A. County. Registered Electrical Engineer. |
| Warner Younis M.S., P.E., C.E. | Over thirty years experience in civil engineering, design and plan checking, worked for the Cities of Fountain Valley, San Clemente, and Seattle. Also, formerly Vice President of Somas Engineering and Hall & Foreman Engineering. Owner of Pacific Western Engineering. Registered Civil Engineer. |
| Ward Kinsman Fire Protection Analyst | Certified State Fire Marshall Instructor Experience. Fire Code Checker for City of Brea, City of Huntington Beach, Factory Mutual, and Orange County Fire Authority. |
| Lynn Capouya L.A. | State Licensed Landscape Architect and Landscape Consultant with over twenty years of experience. |

Plan Check Staff Experience

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

CLIENT REFERENCES

REFERENCES:

| | <u>Cities</u> | <u>Contact Persons</u> | <u>Phone Number</u> |
|----|--|--|---------------------|
| 1. | City of South Gate 8650 California Avenue South Gate, CA 90280 | Mr. William Campana Building Official | 323-563-9515 |
| 2. | City of Manhattan Beach 1400 Highland Avenue Manhattan Beach, CA 90266 | Mr. Sal Kadorrah Building Official | 310-802-5525 |
| 3. | City of Monrovia 415 S. Ivy Monrovia, CA 91016 | Mr. Chon Cervantes Building Official | 626-932-5530 |
| 4. | City of Westminster 8200 Westminster Avenue Westminster, CA 92683 | Mr. Soroosh Rahbari Building Official | 714-548-3468 |

INSURANCES



CERTIFICATE OF LIABILITY INSURANCE

OP ID: MN

DATE (MM/DD/YYYY)
09/15/2014

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

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

| | | | |
|--|---|--|--|
| PRODUCER Rubin Insurance Agency Inc. 6363 Greenwich Dr, #120 CA#0645355 San Diego, CA 92122 Stuart Rubin | Phone: 858-457-5720 Fax: 858-457-5729 | CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: MELAD-1 | FAX (A/C, No): |
| | INSURED Melad & Associates 8907 Warner Ave #161 Huntington, CA 92646 | | INSURER(S) AFFORDING COVERAGE INSURER A : Hartford Casualty Insurance Co INSURER B : Continental Casualty Co INSURER C : INSURER D : INSURER E : INSURER F : |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-------------------------------------|---------------|-------------------------|-------------------------|--|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | X | 72SBAGE8240 | 06/01/2014 | 06/01/2015 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000 |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | 72SBAGE8240 | 06/01/2014 | 06/01/2015 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | 72SBAGE8240 | 06/01/2014 | 06/01/2015 | EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input type="checkbox"/> N/A | | | | WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| B | Professional Liab Retention \$10,000 | | MCH288373457 | 04/13/2014 | 04/13/2015 | Aggregate 1,000,000 Per Claim 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Certificate holder, its officials, employees and agents are named as additional insured with respects to general liability of the named insured.
 Blanket additional insured included in policy.

| | | |
|---|--------|---|
| CERTIFICATE HOLDER City of Dana Point Attn: Dyanne Weamire 33282 Golden Lantern #203 Dana Point, CA 92629 | CITYDP | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |
|---|--------|---|

POLICY NUMBER: 72 SBA GE8240



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PERSON ORGANIZATION

CITY OF DANA POINT
ITS OFFICIALS EMPLOYEES AND AGENTS
33282 GOLDEN LANTERN STE#203
DANA POINT CA 92629