



CITY OF WESTMINSTER
CONTRACT/AGREEMENT
TRANSMITTAL COVER SHEET

Contract/Agreement No.
 2025-069

NAME / CONTRACTOR		Melad & Associates, Inc.	
DESCRIPTION OF SERVICES		As needed Professional Building Plan Checking, Inspection, and Staff Augmentation	
AGREEMENT TERM	COMMENCEMENT DATE /Amended or Renewal	EXPIRATION DATE /Exp. Amended or Renewed	
	7/1/2025	6/30/2026	
DEPARTMENT	Community Development	DEPT/STAFF CONTACT Justin Nguyen	
CONTRACT AMOUNT	\$100,000.00	BUDGET ACCOUNT NO. (Include Acct. No. to Deposit Reimbursements/Payments.)	
AMENDMENT/RENEWAL AMOUNT	(If Federal - UEI #)	62050-43090	

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

BL No. _____ Not Required
 Exp. _____ Not Approved

Approved Initial: _____ Date: _____

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

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

Approved Initial: EB Date: July 17, 2025

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

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

Requires Changes as Noted Below:
 Bond Required

Notes: _____

Approved Initial: JE Date: July 21, 2025

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

Requirements Met:

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

NOTES: _____

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

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

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

Approved Initial: SEP Date: July 18, 2025

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

Council Approved
 City Manager Approved

Agenda Item No. _____
 Meeting Date _____

Approved Initial: TS Date: July 17, 2025

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

Approved Initial: U Date: July 21, 2025

MISCELLANEOUS

Special Event Permit
 City Council
 Administratively Approved
 Reimbursement Payment
 Fee Payment

Permit No. _____

Dept./Contact: _____

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

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

RECITALS

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

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

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

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

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

1.0 SERVICES PROVIDED BY CONSULTANT

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

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

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

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

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

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

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

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

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

be used are vital to professional and timely completion of the services. The key personnel assigned to perform portions of the services shall remain assigned through completion of the Services, unless otherwise mutually agreed by the parties in writing, or caused by hardship or resignation in which case substitutes shall be subject to City approval. The key personnel for performance of the services under this Agreement are Ely Mamoyac, Rosalinda Tandoc, Raymundo Go, Nader Shams, Deepak, Wendy Goetz.

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

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

2.0 COMPENSATION AND BILLING

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

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

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

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

3.0. TIME OF PERFORMANCE

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

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

4.0 TERM AND TERMINATION

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

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

4.3 Compensation.

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

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

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

5.0 INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.0 INDEMNIFICATION

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

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

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

7.0 GENERAL PROVISIONS

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

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

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

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

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

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

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

IF TO CONSULTANT:

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

IF TO CITY:

City of Westminster
8200 Westminster Blvd.
Westminster, CA 92683
Tel: (714) 548-3475
Attn: Justin Nguyen

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signatures appear on following page.]

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

CONSULTANT

Signed by:
James Melad
58EA109BDEF94CF...
Signature

Date: July 17, 2025

James Melad President
[Name and Title]

CITY OF WESTMINSTER

DocuSigned by:
Christine Cordon
E9CB17CEAA7440...
Christine Cordon, City Manager

Date: July 21, 2025

ATTEST:

Signed by:
Ashton Arocho
50F8C4C21CE544C...
Ashton Arocho, City Clerk

APPROVED AS TO FORM:

Signed by:
Scott E. Porter
D97E0F2A7BF9479...
Scott Porter, City Attorney

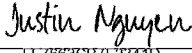
Date: July 18, 2025

APPROVED AS TO INSURANCE:

DocuSigned by:
Jodie Griner
5749E0E8B30A482...
Jodie Griner, Risk Manager


Date: July 21, 2025

APPROVED AS TO CONTENT:

DocuSigned by:

Justin Nguyen
Project Manager

Date: July 17, 2025

DEPARTMENTAL APPROVAL:

Signed by:

Sheri VanderDussen
Interim Director of Community Development

Date: July 17, 2025

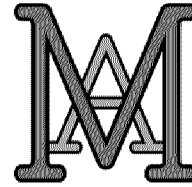
EXHIBIT "A"

SCOPE OF SERVICES & FEE SCHEDULE



August 28, 2024

City of Westminster
8200 Westminster Blvd.
Westminster, CA 92683



Melad & Associates, Inc.

SUBJECT: BUILDING PLAN CHECK AND INSPECTIONS SERVICES

Company Information:

Legal Name: Melad and Associates Inc. (S-Corp)
EIN: 27-1641048
Address: 8907 Warner Avenue Suite 161,
Huntington Beach
CA, 92647
Hours of operation: 8:00am-5:00pm Monday-Friday
Company website: www.meladandassociates.com
Westminster Business License #: 05120197

Primary Contacts: **James Melad** *President*
8907 Warner Avenue Suite 161,
Huntington Beach CA, 92647
(714) 848-0487
jmelad@meladinc.com

Elvie Bernal *General Manger*
8907 Warner Avenue Suite 161,
Huntington Beach CA, 92647
(714) 848-0487
ebernal@meladinc.com



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.

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
- Disabled Access (Casp)
- LEED
- Green Building
- Fire Prevention/Fire & Life Safety
- Grading
- Solar Panel Systems



Fee Proposal

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

Plan Check Fee Schedule

TYPE OF REVIEW	FEES
Complete Plan Review	75% of the fee established by the City, or an hourly rate of \$75.
Accelerated Plan Review	Will be charged only when requested by the City, at the regular fee plus an additional 50% of the plan check fee.
<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 permit fee or \$75 per hour.
Mechanical/Title 24	25% of the building permit fee or \$75 per hour.
Plumbing	15% of the building permit fee or \$75 per hour.
Grading Plan Review	Fees to be established by the City or \$90 per hour with a minimum fee of \$360.

Staffing Fee Schedule

*Charges are based on a minimum four hours upon each request of service.

*Mileage for Building Inspection Positions is \$0.625 per mile if the City does not provide transportation for performance of this duty.

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

POSITION	HOURLY RATE
Certified Building Official	\$120 per hour
In-House Plan Check Engineer	\$100 per hour
Combination Building Inspector	\$90 per hour
Senior Building Inspector	\$100 per hour
Permit/Plan Technician	\$60 per hour
CASp	\$75 per hour

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



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

CERTIFICATE OF INSURANCE

Policy Number: 72SBABL9D3U

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Section C. WHO IS AN INSURED:

Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision that such person or organization be added as an additional insured on your Coverage Part, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by any other endorsement issued by us and made a part of this Coverage Part.

The insurance afforded to such additional insured will not be broader than that which you are required by the contract, agreement, or permit to provide for such additional insured.

The insurance afforded to such additional insured only applies to the extent permitted by law.

The limits of insurance that apply to additional insureds are described in Section **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**. How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
 - (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- b. Lessors Of Equipment**
- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
 - (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.
- c. Lessors Of Land Or Premises**
- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
 - (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.
- d. Architects, Engineers Or Surveyors**
- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In connection with your premises;
 - (b) In the performance of your ongoing operations performed by you or on your behalf; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
 - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
 - (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

 - (i) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (ii) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



damage”, or “personal and advertising injury” arises out of the rendering of or the failure to render any professional service.

e. State Or Governmental Agency Or Subdivision Or Political Subdivision Issuing Permit

- (1) Any state or governmental agency or subdivision or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not in one of the categories or classes listed above in Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In the performance of your ongoing operations performed by you or on your behalf;
 - (b) In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
 - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

 - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the “bodily injury”, “property damage”, or “personal and advertising injury” arises out of the rendering of or the failure to render any professional service described in Paragraphs **f.(2)(a)** or **f.(2)(b)** above.

Policy Number: 72SBABL9D3U



- (1) You or any additional insured under this Coverage Part that is an individual;
- (2) Any partner, if you or an additional insured under this Coverage Part is a partnership;
- (3) Any manager, if you or an additional insured under this Coverage Part is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured under this Coverage Part is a corporation;
- (5) Any trustee, if you or an additional insured under this Coverage Part is a trust; or
- (6) Any elected or appointed official, if you or an additional insured under this Coverage Part is a political subdivision or public entity.

This Paragraph f. applies separately to you and any additional insured under this Coverage Part.

3. Legal action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

5. Representations

a. When You Accept This Policy

By accepting this Policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and
- (3) We have issued this Policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

6. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk, Owner Controlled Insurance Program or OCIP, Contractor Controlled Insurance Program or CCIP, Wrap Up Insurance or similar coverage for "your work";



(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **B.** Exclusions.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **B.** Exclusions.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1)** The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2)** The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.



If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

7. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purpose of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purpose of attracting customers or supporters is considered an advertisement.
2. "Advertising idea" means any idea for an "advertisement".
3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.
4. "Auto" means:
 - a. A land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".
5. "Bodily injury" means physical:
 - a. Injury;
 - b. Sickness; or
 - c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.
6. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above;
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in a. above;
 - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or

Certificate Of Completion

Envelope Id: 22D879A4-A629-4B5D-BAEB-4F8A198D35B0

Status: Completed

Subject: Complete with Docusign: Melad & Associates Transmittal Cover Sheet Form 2025.pdf, Melad & Assoc...

Source Envelope:

Document Pages: 30

Signatures: 7

Envelope Originator:

Certificate Pages: 6

Initials: 5

Patricia Peraza

AutoNav: Enabled

PPeraza@Westminster-CA.gov

Envelopeld Stamping: Enabled

IP Address: 12.206.145.194

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

Record Tracking

Status: Original

Holder: Patricia Peraza

Location: DocuSign

July 17, 2025 | 11:51

PPeraza@Westminster-CA.gov

Signer Events

Erin Backs

EBacks@Westminster-CA.gov

Security Level: Email, Account Authentication
(None)

Signature



Signature Adoption: Pre-selected Style

Using IP Address:

2600:1013:b011:86d7:adc6:a876:6c2e:30fe

Signed using mobile

Timestamp

Sent: July 17, 2025 | 12:03

Viewed: July 17, 2025 | 15:40

Signed: July 17, 2025 | 15:40

Electronic Record and Signature Disclosure:

Accepted: April 17, 2024 | 22:33

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

James Melad

jmelad@meladinc.com

President

Security Level: Email, Account Authentication
(None)

Signed by:



58EA100BDEF94CF...

Signature Adoption: Pre-selected Style

Using IP Address: 47.146.178.83

Sent: July 17, 2025 | 12:03

Viewed: July 17, 2025 | 12:12

Signed: July 17, 2025 | 12:12

Electronic Record and Signature Disclosure:

Accepted: July 17, 2025 | 12:12

ID: 53d2daf0-d793-458d-8a5d-b22c0b31aa82

Jodie Griner

JGriner@Westminster-CA.gov

Security Level: Email, Account Authentication
(None)

DocuSigned by:



5749E0E8B30A462...

Signature Adoption: Pre-selected Style

Using IP Address: 12.206.145.194

Sent: July 17, 2025 | 12:03

Viewed: July 21, 2025 | 10:36

Signed: July 21, 2025 | 10:58

Electronic Record and Signature Disclosure:

Accepted: January 21, 2025 | 16:51

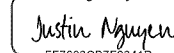
ID: deeb76ac-9a01-4452-b1eb-b72378b051db

Justin Nguyen

JVNguyen@Westminster-CA.gov

Security Level: Email, Account Authentication
(None)

DocuSigned by:



FF7663CB7F2341D...

Signature Adoption: Pre-selected Style

Using IP Address: 12.206.145.194

Sent: July 17, 2025 | 12:03

Viewed: July 17, 2025 | 13:21

Signed: July 17, 2025 | 13:21

Electronic Record and Signature Disclosure:

Accepted: September 11, 2024 | 13:27

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

Signer Events

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

Signature

Signed by:
Scott E. Porter
D97E0F2A7BF0479...

Signature Adoption: Pre-selected Style
Using IP Address: 35.178.201.134

Timestamp

Sent: July 17, 2025 | 12:03
Viewed: July 18, 2025 | 06:06
Signed: July 18, 2025 | 06:11

Electronic Record and Signature Disclosure:

Accepted: July 18, 2025 | 06:06
ID: 600d7ca4-0d99-4885-8e23-49081a1dc5b0

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

Signed by:
Sheri VanderDussen
C8036634945A418...

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

Sent: July 17, 2025 | 12:03
Viewed: July 17, 2025 | 12:12
Signed: July 17, 2025 | 12:12

Electronic Record and Signature Disclosure:

Accepted: October 8, 2024 | 10:28
ID: 5c429ca8-c5d1-432e-bd0d-b32ac9701a14

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

DS
TR

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

Sent: July 17, 2025 | 12:03
Viewed: July 17, 2025 | 12:55
Signed: July 17, 2025 | 12:56

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

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

DocuSigned by:
Christine Cordon
E9CB17CEAA7744C...

Signature Adoption: Pre-selected Style
Using IP Address: 2a02:26f7:f6dc:a006:0:e000:0:9
Signed using mobile

Sent: July 21, 2025 | 10:58
Viewed: July 21, 2025 | 11:36
Signed: July 21, 2025 | 11:37

Electronic Record and Signature Disclosure:

Accepted: July 21, 2025 | 11:36
ID: fd834286-4854-4126-a858-5229fed90f39

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

Signed by:
Ashton Arocho
50F8C4C21CE544C...

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

Sent: July 21, 2025 | 11:37
Viewed: July 22, 2025 | 10:54
Signed: July 22, 2025 | 10:54

Electronic Record and Signature Disclosure:

Accepted: July 22, 2025 | 10:54
ID: edaa024c-c5cd-4c0c-a88e-c881caac728a

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	July 17, 2025 12:03
Certified Delivered	Security Checked	July 22, 2025 10:54
Signing Complete	Security Checked	July 22, 2025 10:54
Completed	Security Checked	July 22, 2025 10:54
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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