## THIRD AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES BETWEEN THE CITY OF REDONDO BEACH AND MELAD AND ASSOCIATES, INC.

This Third Amendment to the Agreement for Consulting Services ("Third Amendment") is made and entered into by and between the City of Redondo Beach, a chartered municipal corporation ("City"), and Melad and Associates, Inc., a California corporation ("Consultant" or "Contractor").

WHEREAS, on April 2, 2024, the parties hereto entered into the Agreement for Consulting Services ("Agreement"); and

WHEREAS, on June 18, 2024, the parties hereto entered into the First Amendment to the Agreement ("First Amendment") to raise Consultant's total compensation limit to \$57,000; and

WHEREAS, on September 3, 2024, the parties hereto entered into the Second Amendment to the Agreement ("Second Amendment") to add Permit Building Technician services, establish an additional hourly rate of \$90 for those Permit Technician services, and raise Consultant's total compensation limit to \$161,000; and

WHEREAS, the parties hereto now desire to further amend the Agreement to increase Consultant's total compensation.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and intending to be legally bound, the parties hereto agree to make the following amendment to the Agreement:

- 1. **COMPENSATION.** Exhibit "C" of the Agreement, as amended by Exhibits "C-1" and "C-2" is hereby further amended to include Exhibit "C-3," which increases Consultant's total compensation by \$150,000, setting a new limit of \$311,000. Exhibit "C-3" is attached hereto and incorporated herein by reference. Consultant shall continue to be compensated for the services described in Exhibits "A" and "A-1".
- 2. **NO OTHER AMENDMENTS**. Except as expressly stated herein, the Agreement shall remain unchanged and in full force and effect. The Agreement, First Amendment, Second Amendment, and this Third Amendment constitute the entire agreement between the parties and supersede any previous oral or written agreement with respect to the subject matter hereof. In the event of any inconsistency between the terms of the Agreement, First Amendment, Second Amendment, and this Third Amendment, and this Third Amendment, the terms of this Third Amendment shall govern.

## [SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Third Amendment in Redondo Beach, California, as of this 21<sup>st</sup> day of January, 2025.

CITY OF REDONDO BEACH, CITY OF REDONDO BEACH, MELAD AND ASSOCIA a chartered municipal corporation a California corporation

MELAD AND ASSOCIATES, INC.,

	Signed by:							
	James Melad							
By: Name:	James Melad							
Title:	President							

James A. Light, Mayor

ATTEST:

APPROVED:

Eleanor Manzano, City Clerk

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Michael W. Webb, City Attorney

## EXHIBIT "C-3"

## COMPENSATION

Provided Consultant is not in default under this Agreement, Consultant shall be compensated as provided below.

I. **AMOUNT**. Consultant shall be paid in accordance with the following schedule.

Type of Review	Hourly Rate				
	\$90 per hour with a minimum of four				
Building Plan Review	hours				
Accelerated Plan Review	\$135 per hour				
	\$75 per hour with a minimum of four				
MEP & Title 24 Plan Review	hours				
	\$90 per hour with a minimum of four				
Grading Plan Review	hours				
Soils Reports Review	\$75 per hour with a minimum of two hours				
Other (Fire, Solar, Antenna, Sign, etc.)	\$75 per hour with a minimum of two hours				
Pre-submission and Design Consultation Meetings					
with the Permit Applicant	\$90 per hour				
Inspections Outside Regular Hours	\$135 per hour				
	\$90 per hour with a minimum of four				
Permit Building Technician	hours				

For any reviews following the initial one, Consultant shall bill solely at the applicable hourly rate without imposing a requirement for a minimum number of hours.

Overtime shall be compensated at an additional fifty percent (50%) per hour for any hours worked beyond eight (8) hours in a single day or forty (40) hours in a workweek.

- II. **NOT TO EXCEED AMOUNT.** Notwithstanding the foregoing, in no event shall the total amount paid to Consultant under the Agreement and any of its amendments, exceed \$311,000 during the Term.
- III. **METHOD OF PAYMENT**. Consultant shall provide monthly invoices to City for approval and payment. Invoices must be itemized and include:
  - A. Date of service.
  - B. Type of review.
  - C. Applicable hourly rate.
  - D. Number of hours worked or if applicable the minimum number of hours.
  - E. Any City approved subcontractor invoices.

Invoices must be adequately detailed, based on accurate records, and in a form reasonably satisfactory to City. Consultant may be required to provide back-up material upon request.

- IV. SCHEDULE FOR PAYMENT. City agrees to pay Contractor within forty-five (45) days of receipt of the invoice; provided, however, that the services are completed to the City's full satisfaction and there is no dispute over the amount.
- V. **NOTICE.** Written notices to City and Consultant shall be given by email, registered or certified mail, postage prepaid and addressed to or personally served on the following parties.
  - <u>Consultant</u>: Melad and Associates, Inc. 8907 Warner Ave., Suite 161 Huntington Beach, CA 92647 Attention: James Melad Email: jmelad@meladinc.com
  - <u>City</u>: City of Redondo Beach Community Development Department, Building Division 415 Diamond Street Redondo Beach, CA 90277 Attention: Chief Building Official Email: lorena.soules@redondo.org

All notices, including notices of address changes, provided under this Agreement are deemed received as follows: (1) on the second business day after emailing, provided that no "bounce-back" or similar message indicating non-delivery is received; (2) on the third day after mailing if sent by registered or certified mail; or (3) upon personal delivery. Changes in the respective address set forth above may be made from time to time by any party upon written notice to the other party in accordance with this section.

CERTIFICATE OF LIABILITY INSURANCE											05/03/2024	
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(les) must be endorsed. If SUBROGATIONIS 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).												
							CONTACT NAME:					
72101534 (A)						PHONE (A/C, No	PHONE (866) 467-8730 FAX (A/C, No, Ext): (A/C, No)					
The Hartford Business Service Center						E-MAIL						
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	JOSE MELD DBA MELAD ASSOCIATES				INSURE			11000				
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	X General Liability								MED EXP (Any one person)		\$10,000	
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	of Redondo Beach DIAMOND ST						SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED					
	ONDO BEACH CA	90277					IN ACCORDANCE WITH THE POLICY PROVISIONS.					
							AUTHORIZED REPRESENTATIVE					
						Susand. Castareda						

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