

AGREEMENT TO FURNISH BUILDING AND SAFETY PLAN REVIEW AND INSPECTION SERVICES

This agreement for plan review and inspection services ("Agreement") is made and entered into this 4th day of September, 2007 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Willdan ("Consultant"). City and Consultant are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 - ENGAGEMENT OF CONSULTANT

- 1.1 City hereby engages Consultant to perform plan review and inspection services in connection with City's Community Development's Building and Safety Division (the "Services").
- 1.2 The Services shall be performed by Consultant in a professional manner, and Consultant represents that it has the skill and the professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing professional consultants in the industry providing like and similar types of Services.

ARTICLE 2 - SERVICES OF CONSULTANT

- 2.1 The Services which Consultant shall perform are more particularly described in Exhibit "A," which is attached hereto and incorporated herein by this reference.
- 2.2 Consultant shall comply with all applicable Federal, State and local laws and regulations in the performance of this Agreement including, but not limited to, the Americans with Disabilities Act, the Fair Employment and Housing Act and all applicable Labor Code and prevailing wage laws.

ARTICLE 3 - RESPONSIBILITIES OF CITY

- 3.1 City shall make available to Consultant information in its possession that may assist Consultant in performing the Services.
- 3.2 City will make reasonable provision for Consultant to enter upon City-owned property, as required by Consultant, to perform the Services.
- 3.3 City designates Richard Pepper, Chief Building Official as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 - PAYMENTS TO CONSULTANT

- 4.1 City shall pay Consultant on a time and materials, in accordance with Exhibit "B" entitled "Schedule of Hourly Rates," which is attached hereto and incorporated herein by this reference.
- 4.2 Consultant shall submit monthly invoices to City describing the work performed during the preceding month. Consultant's invoices shall include a brief description of the Services performed, the dates the Services were performed, the number of hours spent and by whom, and a description of reimbursable expenses, if any. City shall pay Consultant no later than thirty (30) days after receipt and approval by City of Consultant's invoice, provided the Services reflected in the invoice were performed to the reasonable satisfaction of City in accordance with the terms of this Agreement, provided that the number of hours of Services set forth in the invoice reflect the amount of time ordinarily expended for such Services by members of the profession currently practicing in the same locality under similar conditions, and provided further that all expenses, rates and other information set forth in the invoice are consistent with the terms and conditions of the Agreement.
- 4.3 All notices shall be given in writing by personal delivery or by mail. Notices sent by United States mail should be addressed as follows:

City

Richard Pepper
Building and Safety
City of Redlands
PO Box 3005
Redlands, CA 92373

Consultant

Ronald Espalin
Willdan
650 Hospitality Lane, Suite 400
San Bernardino, CA 92408-3317

When so addressed, such notices shall be deemed given upon deposit in the United States Mail. Changes may be made in the names and addresses of the person to who notices and payments are to be given by giving notice pursuant to this section 4.3.

- 4.4 At any time during the term of this Agreement, City may request that Consultant perform Extra Services. As used herein, "Extra Services" means any work which is determined necessary by City for the proper completion of the project or work for which the Services are being performed, but which the Parties did not reasonably anticipate would be necessary at the time of execution of this Agreement. Provided the Extra Work does not exceed twenty percent (20%) of the compensation to be paid by City to Consultant for the Services, such Extra Work may be agreed to by the Parties, by written amendment to this Agreement, executed by City's City Manager. Consultant shall not perform, nor be compensated for, Extra Work without such written authorization from City.

ARTICLE 5 - INSURANCE AND INDEMNIFICATION

- 5.1 All insurance required by this Agreement shall be maintained by Consultant for the duration of its performance of the Services. Consultant shall not perform any Services unless and until all required insurance listed below is obtained by Consultant. Consultant shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. All insurance policies shall include a provision prohibiting cancellation of the policy except upon thirty (30) days prior written notice to City.
- 5.2 Workers Compensation and Employer's Liability.
- A. Consultant shall secure and maintain Workers Compensation and Employer's Liability insurance throughout the duration of this Agreement in accordance with the laws of the State of California, with an insurance carrier acceptable to City.
- B. Consultant expressly waives all rights to subrogation against City, its elected officials, officers and employees for losses arising from work performed by Consultant for City by expressly waiving Consultant's immunity for injuries to Consultant's employees and agrees that the obligation to indemnify, defend and hold harmless provided for in this Agreement extends to any claim brought by or on behalf of any employee of Consultant. This waiver is mutually negotiated by the Parties. This waiver shall not apply to any damage resulting from the sole negligence of City, its employees or agents. To the extent any of the damages referenced herein were caused by or resulted from the concurrent negligence of City, its agents or employees, the obligations provided herein to indemnify, defend and hold harmless are valid and enforceable only to the extent of the negligence of Consultant, its officers, agents and employees.
- 5.3 Hold Harmless and Indemnification. Consultant shall defend, indemnify and hold harmless City and its elected officials, employees and agents from and against any and all claims, losses or liability, including attorneys fees, arising from injury or death to persons or damage to property occasioned by Consultant's and its officers', employees' and agents' sole negligent acts or omissions in performing the Services.
- 5.4 Assignment. Consultant is expressly prohibited from assigning any of the Services without the express prior written consent of City. In the event of agreement by the Parties to assign a portion of the Services, Consultant shall add the assignee as an additional insured and provide City with the insurance endorsements required by this Agreement prior to the performance of any Services by the assignee. Assignment does not include printing or other customary reimbursable expenses that may be provided for in this Agreement.

- 5.5 Comprehensive General Liability Insurance. Consultant shall secure and maintain in force throughout the term of this Agreement comprehensive general liability insurance with carriers acceptable to City. Minimum coverage of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate for public liability, property damage and personal injury is required. City shall be named as an additional insured. Such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.
- 5.6 Professional Liability Insurance. Consultant shall secure and maintain professional liability insurance throughout the term of this Agreement in the amount of Two Million Dollars (\$2,000,000) annual aggregate.
- 5.7 Business Auto Liability Insurance. Consultant shall have business auto liability coverage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit for bodily injury liability and property damage liability. This coverage shall include all Consultant owned vehicles used in connection with Consultant's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. Such insurance shall be primary and non-contributing to any insurance or self insurance maintained by City. City shall be named as an additional insured.

ARTICLE 6 - CONFLICTS OF INTEREST

- 6.1 Consultant covenants and represents that it does not have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the geographical area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's Services. Consultant further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.
- 6.2 Consultant agrees it is not a designated employee within the meaning of the Political Reform Act because Consultant:
- A. Does not make or participate in:
- (i) the making or any governmental decisions regarding approval of a rate, rule or regulation, or the adoption or enforcement of laws;
 - (ii) the issuance, denial, suspension or revocation of permits, licenses, applications, certifications, approvals, orders or similar authorizations or entitlements;
 - (iii) authorizing City to enter into, modify or renew a contract;

- (iv) granting City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
- (v) granting City approval to a plan, design, report, study or similar item;
- (vi) Adopting, or granting City approval of, policies, standards or guidelines for City or for any subdivision thereof.

B. Does not serve in a staff capacity with City and in that capacity participate in making a governmental decision or otherwise perform the same or substantially all the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.

- 6.3 In the event City officially determines that Consultant must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Consultant shall file the subject Form 700 with the City Clerk's office pursuant to the written instructions provided by the Office of the City Clerk.

ARTICLE 7 - GENERAL CONSIDERATIONS

- 7.1 Attorneys Fees. In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel of the Parties.
- 7.2 Prohibition Against Assignment. Consultant shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms, and conditions of this Agreement.
- 7.3 Documents and Records. All documents, records, drawings, designs, cost estimates, electronic data files, databases and other documents developed by Consultant in connection with its performance of the Services, and any copyright interest in such documents, shall become the property of City and shall be delivered to City upon completion of the Services, or upon the request of City. Any reuse of such documents, and any use of incomplete documents, shall be at City's sole risk.
- 7.4 Independent Contractor Status. Consultant is for all purposes under this Agreement an independent contractor and should perform the Services as an independent contractor. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as herein set forth. Consultant shall supply all tools and instrumentalities required to perform the Services. All personnel employed by Consultant are for its account only, and in no event shall Consultant or any personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Consultant shall have no authority, express or implied,

to act on behalf of City in any capacity whatsoever as an agent, nor shall Consultant have any authority, express or implied, to bind City to any obligation.

7.5 Termination.

A. Unless earlier terminated, as provided for below, this Agreement shall terminate upon completion and acceptance of the Services by City.

B. This Agreement may be terminated by City, in its sole discretion, by providing five (5) business days prior written notice to Consultant (delivered by certified mail, return receipt requested) of City's intent to terminate.

C. If this Agreement is terminated by City, an adjustment to Consultant's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed services, and (2) any payment due Consultant at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Consultant.

D. Upon receipt of a termination notice, Consultant shall immediately discontinue its provisions of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of any data, design calculations, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by Consultant in performing the Services. Consultant shall be compensated on a pro-rata basis for Services completed up to the date of termination.

7.6 Books and Records. Consultant shall maintain any and all books, ledgers, invoices, accounts and all other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant pursuant to this Agreement. Such books shall be available at all reasonable times for examination by City at the office of Consultant.

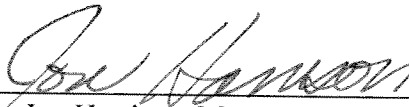
7.7 Entire Agreement/Amendment. This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Any amendment to this Agreement shall be in writing, approved by City and signed by City and Consultant.

7.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

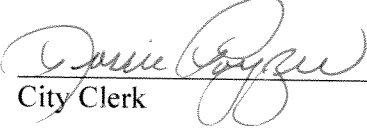
- 7.9 Severability. If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate any of the remaining sentences, clauses, paragraphs or sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

IN WITNESS WHEREOF, duly authorized representatives of the City and Consultant have signed in confirmation of this Agreement.

CITY OF REDLANDS

By: 
Jon Harrison, Mayor

Attest:


City Clerk

WILLDAN

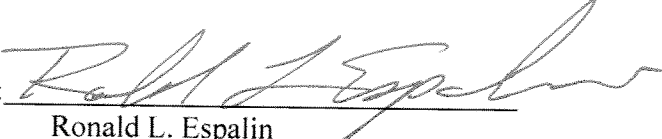
By: 
Ronald L. Espalin
Sr. Vice President

EXHIBIT "A"

Schedule:

Plan review services shall be performed as follows:

- 55% of fees collected by the City for projects with a valuation greater than \$10 million
- 65% of fees collected by the City for projects with a valuation greater than \$2 million
- 75% of fees collected by the City for projects with a valuation equal to or less than \$2 million

For miscellaneous plans such as room additions and tenant improvements and for building inspections, we propose an hourly time and material fee per Willdan's Schedule of Hourly Rates dated July 2002 attached herein, effective until December 31, 2007. Our Schedule of Hourly Rates dated July 2003, attached herein, will take effect on January 1, 2008.

Inspection services shall be provided for an hourly time and materials rate based upon the schedule of hourly rates (see Attached).

ENGINEERING

Principal Engineer	\$150.00
Division Manager	140.00
City Engineer	140.00
Project Manager	140.00
Supervising Engineer	125.00
Senior Engineer	115.00
Senior Design Manager	115.00
Design Manager	105.00
Associate Engineer	105.00
Senior Designer	100.00
Senior Design Engineer II	100.00
Senior Design Engineer I	95.00
Designer II	95.00
Designer I	90.00
Design Engineer II	90.00
Design Engineer I	85.00
Senior Drafter	85.00
Drafter II	75.00
Drafter I	70.00
Technical Aide	60.00

CONSTRUCTION MANAGEMENT

Division Manager	140.00
Project Manager	140.00
Senior Construction Manager	120.00
Construction Manager	115.00
Assistant Construction Manager	95.00
Utility Coordinator	100.00
Supervising Public Works Observer	100.00
Senior Public Works Observer	85.00
Public Works Observer	**75.00 / 85.00
Assistant Public Works Observer	**65.00 / 85.00

SURVEYING

Division Manager	140.00
Supervisor - Survey & Mapping	125.00
Senior Survey Analyst	100.00
Senior Calculator	100.00
Calculator II	85.00
Calculator I	75.00
Survey Analyst II	85.00
Survey Analyst I	75.00
Survey Party Chief	95.00
Two-Man Field Party	190.00
Three-Man Field Party	240.00

LANDSCAPE ARCHITECTURE

Division Manager	140.00
Principal Landscape Architect	115.00
Senior Landscape Architect	95.00
Associate Landscape Architect	90.00
Assistant Landscape Architect	75.00

BUILDING AND SAFETY

Division Manager	140.00
Supervising Plan Check Engineer	115.00
Building Official	115.00
Plan Check Engineer	105.00
Deputy Building Official	105.00
Inspector of Record	105.00
Senior Plans Examiner	95.00
Supervising Building Inspector	95.00
Plans Examiner	85.00
Senior Building Inspector	85.00
Building Inspector	**75.00 / 85.00
Supervising Construction Permit Specialist	75.00
Senior Construction Permit Specialist	70.00
Assistant Building Inspector	**65.00 / 85.00
Code Enforcement Officer	60.00
Construction Permit Specialist	55.00
Assistant Construction Permit Specialist	50.00
Plans Examiner Aide	50.00
Assistant Code Enforcement Officer	50.00

PLANNING

Division Manager	140.00
Principal Planner	115.00
Principal Community Development Planner	115.00
Senior Planner	105.00
Senior Community Development Planner	105.00
Associate Planner	90.00
Associate Community Development Planner	90.00
Assistant Community Development Planner	80.00
Assistant Planner	80.00
Planning Technician	60.00
Community Development Technician	60.00

ADMINISTRATIVE

Computer Data Entry	45.00
Clerical	45.00
Word Processing	45.00
Personal Computer Time	15.00

**Prevailing Wage Project, Use \$85.00/Hour

Additional billing classifications may be added to the above listing during the year as new positions are created. Consultation in connection with litigation and court appearances will be quoted separately. The above schedule is for straight time. Overtime will be charged at 1.25 times, and Sundays and holidays, 1.70 times the standard rates. Blueprinting, reproduction, messenger services, and printing will be invoiced at cost plus fifteen percent (15%). A subconsultant management fee of fifteen percent (15%) will be added to the direct cost of all subconsultant services to provide for the cost of administration, consultation, and coordination.

ENGINEERING

Principal Engineer.....	\$160.00
Division Manager.....	150.00
City Engineer.....	150.00
Project Manager.....	150.00
Supervising Engineer.....	135.00
Senior Engineer.....	120.00
Senior Design Manager.....	120.00
Design Manager.....	110.00
Associate Engineer.....	110.00
Senior Designer.....	105.00
Senior Design Engineer II.....	105.00
Senior Design Engineer I.....	100.00
Designer II.....	100.00
Designer I.....	95.00
Design Engineer II.....	95.00
Design Engineer I.....	90.00
Senior Drafter.....	90.00
Drafter II.....	80.00
Drafter I.....	75.00
Technical Aide.....	65.00

CONSTRUCTION MANAGEMENT

Division Manager.....	150.00
Project Manager.....	150.00
Senior Construction Manager.....	130.00
Construction Manager.....	120.00
Assistant Construction Manager.....	100.00
Utility Coordinator.....	105.00
Supervising Public Works Observer.....	105.00
Senior Public Works Observer.....	90.00
Public Works Observer.....	**80.00 / 90.00
Assistant Public Works Observer.....	**70.00 / 90.00
Labor Compliance Manager.....	105.00
Labor Compliance Specialist.....	80.00

SURVEYING

Division Manager.....	150.00
Supervisor - Survey & Mapping.....	135.00
Senior Survey Analyst.....	105.00
Senior Calculator.....	105.00
Calculator II.....	90.00
Calculator I.....	80.00
Survey Analyst II.....	90.00
Survey Analyst I.....	80.00
Survey Party Chief.....	100.00
Two-Man Field Party.....	200.00
Three-Man Field Party.....	250.00

LANDSCAPE ARCHITECTURE

Division Manager.....	150.00
Principal Landscape Architect.....	120.00
Senior Landscape Architect.....	100.00
Associate Landscape Architect.....	95.00
Assistant Landscape Architect.....	80.00

BUILDING AND SAFETY

Division Manager.....	150.00
Supervising Plan Check Engineer.....	120.00
Building Official.....	120.00
Plan Check Engineer.....	110.00
Deputy Building Official.....	110.00
Inspector of Record.....	110.00
Senior Plans Examiner.....	100.00
Supervising Building Inspector.....	100.00
Plans Examiner.....	90.00
Senior Building Inspector.....	90.00
Building Inspector.....	**80.00 / 90.00
Supervising Construction Permit Specialist.....	80.00
Senior Construction Permit Specialist.....	75.00
Assistant Building Inspector.....	**70.00 / 90.00
Code Enforcement Officer.....	65.00
Construction Permit Specialist.....	60.00
Assistant Construction Permit Specialist.....	55.00
Plans Examiner Aide.....	55.00
Assistant Code Enforcement Officer.....	55.00

PLANNING

Division Manager.....	150.00
Principal Planner.....	120.00
Principal Community Development Planner.....	120.00
Senior Planner.....	110.00
Senior Community Development Planner.....	110.00
Associate Planner.....	95.00
Associate Community Development Planner.....	95.00
Assistant Community Development Planner.....	85.00
Assistant Planner.....	85.00
Planning Technician.....	65.00
Community Development Technician.....	65.00

ADMINISTRATIVE

Computer Data Entry.....	50.00
Clerical.....	50.00
Word Processing.....	50.00
Personal Computer Time.....	15.00

**Prevailing Wage Project, Use \$90.00/Hour

Additional billing classifications may be added to the above listing during the year as new positions are created. Consultation in connection with litigation and court appearances will be quoted separately. The above schedule is for straight time. Overtime will be charged at 1.25 times, and Sundays and holidays, 1.70 times the standard rates. Blueprinting, reproduction, messenger services, and printing will be invoiced at cost plus fifteen percent (15%). A subconsultant management fee of fifteen percent (15%) will be added to the direct cost of all subconsultant services to provide for the cost of administration, consultation, and coordination.