

PROFESSIONAL SERVICES CONTRACT BETWEEN
THE CITY OF HUNTINGTON BEACH AND
WILLDAN ENGINEERING
FOR
ON-CALL DEVELOPMENT REVIEW ENGINEERING
& PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Huntington Beach, a municipal corporation of the State of California, hereinafter referred to as "CITY," and WILLDAN ENGINEERING, a California Corporation hereinafter referred to as "CONSULTANT."

WHEREAS, CITY desires to engage the services of a consultant to on-call development review engineering and professional consulting services; and

Pursuant to documentation on file in the office of the City Clerk, the provisions of the Huntington Beach Municipal Code, Chapter 3.03, relating to procurement of professional service contracts have been complied with; and

CONSULTANT has been selected to perform these services,

NOW, THEREFORE, it is agreed by CITY and CONSULTANT as follows:

1. SCOPE OF SERVICES

CONSULTANT shall provide all services as described in **Exhibit "A,"** which is attached hereto and incorporated into this Agreement by this reference. These services shall sometimes hereinafter be referred to as the "PROJECT."

CONSULTANT hereby designates Tyrone Peter who shall represent it and be its sole contact and agent in all consultations with CITY during the performance of this Agreement.

2. CITY STAFF ASSISTANCE

CITY shall assign a staff coordinator to work directly with CONSULTANT in the performance of this Agreement.

3. TERM; TIME OF PERFORMANCE

Time is of the essence of this Agreement. The services of CONSULTANT are to commence on _____, 20____ (the "Commencement Date"). This Agreement shall automatically terminate three (3) years from the Commencement Date, unless extended or sooner terminated as provided herein. All tasks specified in **Exhibit "A"** shall be completed no later than three (3) years from the Commencement Date. The time for performance of the tasks identified in **Exhibit "A"** are generally to be shown in **Exhibit "A."** This schedule may be amended to benefit the PROJECT if mutually agreed to in writing by CITY and CONSULTANT.

In the event the Commencement Date precedes the Effective Date, CONSULTANT shall be bound by all terms and conditions as provided herein.

4. COMPENSATION

In consideration of the performance of the services described herein, CITY agrees to pay CONSULTANT on a time and materials basis at the rates specified in **Exhibit "B,"** which is attached hereto and incorporated by reference into this Agreement, a fee, including all costs and expenses, not to exceed One Million Dollars (\$1,000,000.00).

5. EXTRA WORK

In the event CITY requires additional services not included in **Exhibit "A"** or changes in the scope of services described in **Exhibit "A,"** CONSULTANT will undertake such work only after receiving written authorization from CITY. Additional compensation for such extra work shall be allowed only if the prior written approval of CITY is obtained.

6. METHOD OF PAYMENT

CONSULTANT shall be paid pursuant to the terms of **Exhibit "B."**

7. DISPOSITION OF PLANS, ESTIMATES AND OTHER DOCUMENTS

CONSULTANT agrees that title to all materials prepared hereunder, including, without limitation, all original drawings, designs, reports, both field and office notices, calculations, computer code, language, data or programs, maps, memoranda, letters and other documents, shall belong to CITY, and CONSULTANT shall turn these materials over to CITY upon expiration or termination of this Agreement or upon PROJECT completion, whichever shall occur first. These materials may be used by CITY as it sees fit.

8. HOLD HARMLESS

A. CONSULTANT hereby agrees to protect, defend, indemnify and hold harmless CITY, its officers, elected or appointed officials, employees, agents and volunteers from and against any and all claims, damages, losses, expenses, judgments, demands and defense costs (including, without limitation, costs and fees of litigation of every nature or liability of any kind or nature) arising out of or in connection with CONSULTANT's (or CONSULTANT's subcontractors, if any) negligent (or alleged negligent) performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement by CONSULTANT, its officers, agents or employees except such loss or damage which was caused by the sole negligence or willful misconduct of CITY. CONSULTANT will conduct all defense at its sole cost and expense and CITY shall approve selection of CONSULTANT's counsel. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as limitation upon the amount of indemnification to be provided by CONSULTANT.

B. To the extent that CONSULTANT performs "Design Professional Services" within the meaning of Civil Code Section 2782.8, then the following Hold Harmless provision applies in place of subsection A above:

“CONSULTANT hereby agrees to protect, defend, indemnify and hold harmless CITY and its officers, elected or appointed officials, employees, agents and volunteers, from and against any and all claims, damages, losses, expenses, demands and defense costs (including, without limitation, costs and fees of litigation of every nature or liability of any kind or nature) to the extent that the claims against CONSULTANT arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT. 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 other defendants to the claims and/or litigation is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, CONSULTANT shall meet and confer with CITY and other defendants regarding unpaid defense costs. The duty to indemnify, including the duty and the cost to defend, is limited as provided in California Civil Code Section 2782.8.

C. Regardless of whether subparagraph A or B applies, CITY shall be reimbursed by CONSULTANT for all costs and attorney’s fees incurred by CITY in enforcing this obligation. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONSULTANT.

9. PROFESSIONAL LIABILITY INSURANCE

CONSULTANT shall obtain and furnish to CITY a professional liability insurance policy covering the work performed by it hereunder. This policy shall provide coverage for CONSULTANT’s professional liability in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate. The above-mentioned insurance shall not contain a self-insured retention without the express written consent of CITY; however an insurance

policy "deductible" of Ten Thousand Dollars (\$10,000.00) or less is permitted. A claims-made policy shall be acceptable if the policy further provides that:

- A. The policy retroactive date coincides with or precedes the initiation of the scope of work (including subsequent policies purchased as renewals or replacements).
- B. CONSULTANT shall notify CITY of circumstances or incidents that might give rise to future claims.

CONSULTANT will make every effort to maintain similar insurance during the required extended period of coverage following PROJECT completion. If insurance is terminated for any reason, CONSULTANT agrees to purchase an extended reporting provision of at least two (2) years to report claims arising from work performed in connection with this Agreement.

If CONSULTANT fails or refuses to produce or maintain the insurance required by this section or fails or refuses to furnish the CITY with required proof that insurance has been procured and is in force and paid for, the CITY shall have the right, at the CITY's election, to forthwith terminate this Agreement. Such termination shall not effect Consultant's right to be paid for its time and materials expended prior to notification of termination. CONSULTANT waives the right to receive compensation and agrees to indemnify the CITY for any work performed prior to approval of insurance by the CITY.

10. CERTIFICATE OF INSURANCE

Prior to commencing performance of the work hereunder, CONSULTANT shall furnish to CITY a certificate of insurance subject to approval of the City Attorney evidencing the foregoing insurance coverage as required by this Agreement; the certificate shall:

- A. provide the name and policy number of each carrier and policy;
- B. state that the policy is currently in force; and

C. shall promise that such policy shall not be suspended, voided or canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice; however, ten (10) days' prior written notice in the event of cancellation for nonpayment of premium.

CONSULTANT shall maintain the foregoing insurance coverage in force until the work under this Agreement is fully completed and accepted by CITY.

The requirement for carrying the foregoing insurance coverage shall not derogate from CONSULTANT's defense, hold harmless and indemnification obligations as set forth in this Agreement. CITY or its representative shall at all times have the right to demand the original or a copy of the policy of insurance. CONSULTANT shall pay, in a prompt and timely manner, the premiums on the insurance hereinabove required.

11. INDEPENDENT CONTRACTOR

CONSULTANT is, and shall be, acting at all times in the performance of this Agreement as an independent contractor herein and not as an employee of CITY. CONSULTANT shall secure at its own cost and expense, and be responsible for any and all payment of all taxes, 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, in connection with the PROJECT and/or the services to be performed hereunder.

12. TERMINATION OF AGREEMENT

All work required hereunder shall be performed in a good and workmanlike manner. CITY may terminate CONSULTANT's services hereunder at any time with or without cause, and whether or not the PROJECT is fully complete. Any termination of this Agreement by CITY shall be made in writing, notice of which shall be delivered to CONSULTANT as provided herein. In the

event of termination, all finished and unfinished documents, exhibits, report, and evidence shall, at the option of CITY, become its property and shall be promptly delivered to it by CONSULTANT.

13. ASSIGNMENT AND DELEGATION

This Agreement is a personal service contract and the work hereunder shall not be assigned, delegated or subcontracted by CONSULTANT to any other person or entity without the prior express written consent of CITY. If an assignment, delegation or subcontract is approved, all approved assignees, delegates and subconsultants must satisfy the insurance requirements as set forth in Sections 9 and 10 hereinabove.

14. COPYRIGHTS/PATENTS

CITY shall own all rights to any patent or copyright on any work, item or material produced as a result of this Agreement.

15. CITY EMPLOYEES AND OFFICIALS

CONSULTANT shall employ no CITY official nor any regular CITY employee in the work performed pursuant to this Agreement. No officer or employee of CITY shall have any financial interest in this Agreement in violation of the applicable provisions of the California Government Code.

16. NOTICES

Any notices, certificates, or other communications hereunder shall be given either by personal delivery to CONSULTANT's agent (as designated in Section 1 hereinabove) or to CITY as the situation shall warrant, or by enclosing the same in a sealed envelope, postage prepaid, and depositing the same in the United States Postal Service, to the addresses specified below. CITY and CONSULTANT may designate different addresses to which subsequent notices, certificates or other communications will be sent by notifying the other party via personal delivery, a reputable overnight carrier or U. S. certified mail-return receipt requested:

TO CITY:

City of Huntington Beach
ATTN: Director of Public Works
2000 Main Street
Huntington Beach, CA 92648

TO CONSULTANT:

Willdan Engineering
ATTN: Vanessa Munoz
2401 E. Katella Avenue, Suite 300
Anaheim, CA 92806

17. CONSENT

When CITY's consent/approval is required under this Agreement, its consent/approval for one transaction or event shall not be deemed to be a consent/approval to any subsequent occurrence of the same or any other transaction or event.

18. MODIFICATION

No waiver or modification of any language in this Agreement shall be valid unless in writing and duly executed by both parties.

19. SECTION HEADINGS

The titles, captions, section, paragraph and subject headings, and descriptive phrases at the beginning of the various sections in this Agreement are merely descriptive and are included solely for convenience of reference only and are not representative of matters included or excluded from such provisions, and do not interpret, define, limit or describe, or construe the intent of the parties or affect the construction or interpretation of any provision of this Agreement.

20. INTERPRETATION OF THIS AGREEMENT

The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. If any provision of this Agreement is held by an arbitrator or court of competent jurisdiction to be unenforceable, void, illegal or invalid, such holding shall not invalidate or affect the remaining covenants and provisions of this Agreement. No covenant or provision shall be deemed dependent upon any other unless so expressly provided here. As used in this Agreement, the masculine or

neuter gender and singular or plural number shall be deemed to include the other whenever the context so indicates or requires. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no right to contract, then the latter shall prevail, and the provision of this Agreement which is hereby affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

21. DUPLICATE ORIGINAL

The original of this Agreement and one or more copies hereto have been prepared and signed in counterparts as duplicate originals, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original. Each duplicate original shall be deemed an original instrument as against any party who has signed it.

22. IMMIGRATION

CONSULTANT shall be responsible for full compliance with the immigration and naturalization laws of the United States and shall, in particular, comply with the provisions of the United States Code regarding employment verification.

23. LEGAL SERVICES SUBCONTRACTING PROHIBITED

CONSULTANT and CITY agree that CITY is not liable for payment of any subcontractor work involving legal services, and that such legal services are expressly outside the scope of services contemplated hereunder. CONSULTANT understands that pursuant to *Huntington Beach City Charter* Section 309, the City Attorney is the exclusive legal counsel for CITY; and CITY shall not be liable for payment of any legal services expenses incurred by CONSULTANT.

24. ATTORNEY'S FEES

In the event suit is brought by either party to construe, interpret and/or enforce the terms and/or provisions of this Agreement or to secure the performance hereof, each party shall bear its own attorney's fees, such that the prevailing party shall not be entitled to recover its attorney's fees from the nonprevailing party.

25. SURVIVAL

Terms and conditions of this Agreement, which by their sense and context survive the expiration or termination of this Agreement, shall so survive.

26. GOVERNING LAW

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

27. SIGNATORIES

Each undersigned represents and warrants that its signature hereinbelow has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify CITY fully for any injuries or damages to CITY in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

28. ENTIRETY

The parties acknowledge and agree that they are entering into this Agreement freely and voluntarily following extensive arm's length negotiation, and that each has had the opportunity to consult with legal counsel prior to executing this Agreement. The parties also acknowledge and agree that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by that party or anyone acting on that party's behalf, which are not embodied in this Agreement, and that that party has not executed this Agreement in reliance on any representation, inducement, promise, agreement, warranty, fact or circumstance not expressly set forth in this

Agreement. This Agreement, and the attached exhibits, contain the entire agreement between the parties respecting the subject matter of this Agreement, and supersede all prior understandings and agreements whether oral or in writing between the parties respecting the subject matter hereof.

29. EFFECTIVE DATE

This Agreement shall be effective on the date of its approval by the City Council.

This Agreement shall expire when terminated as provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers.

CONSULTANT,

WILLDAN ENGINEERING

By: 
Vanessa Munoz
print name

ITS: (circle one) Chairman/President/Vice President

AND

By: 
KATE NEUNER
print name

ITS: (circle one) Secretary/Chief Financial Officer/Asst. Secretary - Treasurer

CITY OF HUNTINGTON BEACH, a municipal corporation of the State of California

Mayor

City Clerk

INITIATED AND APPROVED:


Director of Public Works

REVIEWED AND APPROVED:

City Manager

APPROVED AS TO FORM:


City Attorney

EXHIBIT "A"

A. STATEMENT OF WORK: (Narrative of work to be performed)

Provide On-Call Development Review Engineering and Professional Consulting Services

B. CONSULTANT'S DUTIES AND RESPONSIBILITIES:

SEE ATTACHED EXHIBIT A

C. CITY'S DUTIES AND RESPONSIBILITIES:

D. WORK PROGRAM/PROJECT SCHEDULE:



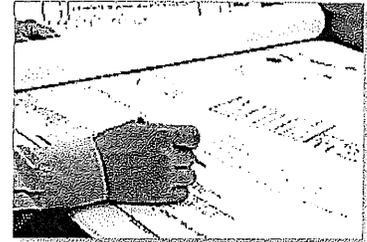
EXHIBIT "A"

approval and requirements. Willdan can also prepare legal descriptions and plats for easements or rights of way for City projects.

C. Methodology Section

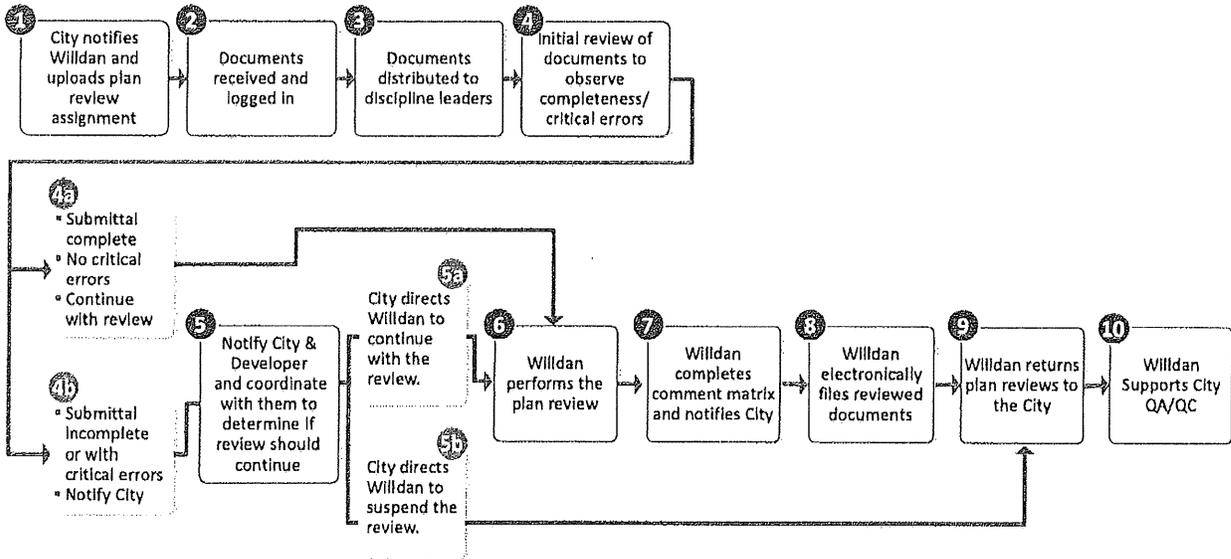
C1. Implementation Plan

Willdan is noted for open lines of communication and flexibility in providing plan review services. We can provide reviews of hard copy or electronic documents. Coordination of all plan reviews will be through Ron Stein. We understand that site visits may be required to the project locations and when so conducted, photographs will be taken and documented in the project file.



It is expected that plan checks should not exceed four (4) total plan checks which includes three (3) plan reviews and one (1) final mylar review for approval if required by the City. Willdan's approach to the plan review process is shown in the flow chart and as follows:

Plan Review Process



Process Items 1 through 3: Once Willdan receives notice of a plan review assignment, we log them into the tracking system and distribute them to the discipline leaders.

Process Item 4 through 5b: Our professionals perform a preliminary review of the plans to gain knowledge of the site and the improvements and to determine any substantial errors or omissions such as obvious utility conflicts. These can become critical issues that necessitate substantial redesign. If critical issues are noted, they will be brought to the attention of the City to determine if the review should continue or be suspended pending the redesign required.





Process Item 6: Saving review time saves time for the developer, which is paramount to a project schedule. Once a plan check is determined complete for further review, the reviewers review the documents electronically and provide comments in an electronic format acceptable to the City.

Process Item 7-9: At the completion of the plan review, a comment matrix will be completed which summarizes the comments from all disciplines reviewed. Documents will be filed in the tracking system and the City will be notified.

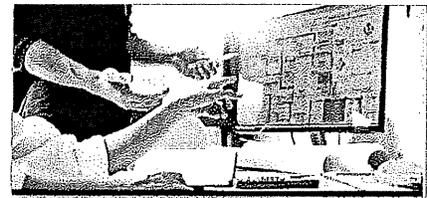
Process Item 10: Willdan will be available to support the City on any inquiries during QA/QC period as required.

Willdan provides all administrative, professional, and other technical resources necessary to review designs for completeness and correctness without the need for subconsultants.

In our communication process, we can transmit rough drafts of our comments back to the City for review prior to the preparation of final copies. This gives the City staff the prerogative of changing, modifying, or adding any comments they desire. Plan reviewers will be available to discuss and clarify plan check issues with the City staff, designers, owners, and contractors.

Deliverables to the client and applicant for a typical plan check will include electronic delivery of reviewed plans and documents and a corresponding plan review comment letter. For projects containing the review of multiple documents, the plan review comments will be consolidated into one comprehensive comment letter.

Willdan has been providing plan review services electronically for 20 years. The electronic plan review process is a web-based program utilizing software that enables a plan reviewer to insert annotations (comments) on plans and create issues (comments) within a letter format. Services are provided at the request of the applicant or the agency we serve. Submittals can be accepted either in hard copy, whereby Willdan converts the plans to electronic format, or electronic copy in a PDF or TIF format. Willdan will review plans and can transmit the electronic redlined plans back to the applicant or the City as directed, in either electronic or hard-copy format. The reviewers can create a comment letter with links to the electronic project pages under review. All administrative tools are provided for correspondence, tracking, stepping through stages, and administering all access privileges. This service allows for collaboration between the City, designer, and plans examiner to facilitate a complete understanding of plan review comments and can reduce shipping, printing, and time for the plan review.



Willdan will utilize electronic plan reviews to help streamline the review process via the use of Bluebeam. **Multi-discipline reviews** can utilize a **Bluebeam Studio Session**. These sessions allow all reviewers to markup the plan set as one cohesive team. All comments are seen by the whole team allowing **immediate input and feedback between disciplines** as if they are marking up the plans over the same table.





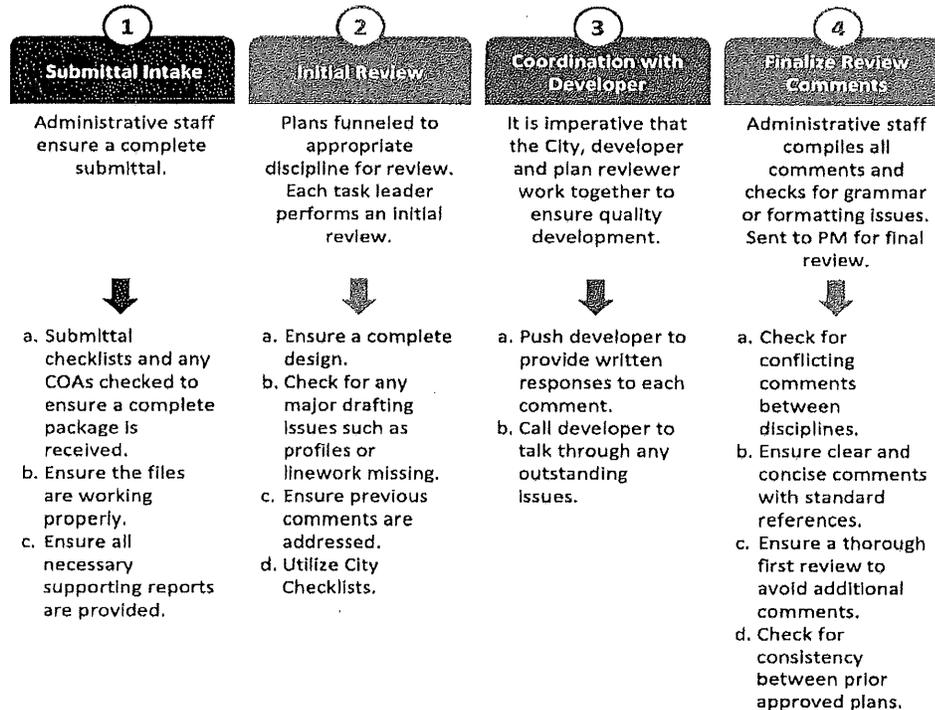
Several of our clients use permit tracking software such as LMS, Accela or Energov and we are proficient in the use of those software platforms as well and our portal is able to work as a supplement to the City’s existing Accela software if needed. We will coordinate our review services with the City’s permit tracking system.

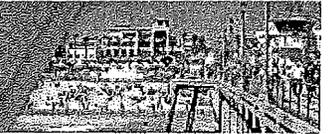
C2. Efforts to Achieve Client Satisfaction

Willdan’s approach to facilitating the plan check process includes specific measures to not only meet but exceed client expectations as follows:

- | | | | |
|---|---|---|--|
| <p>1</p> <p>Timely technical reviews of complete plans and reports to help control cost and meet schedules. This avoids delays and added costs that result in incorrect review package submittals.</p> | <p>2</p> <p>Record keeping uses in-house tracking software, digital files, plan check mark-ups and reference materials while logged in the City Accela system is part of our facilitating process.</p> | <p>3</p> <p>Communication between the plan reviewer(s) and the Engineer of Record facilitates issue resolution and will be done through phone calls, e-mails, and teleconference meetings to facilitate reviews.</p> | <p>4</p> <p>Keeping the City and others informed through CC’s of Review Matrix, e-mails, phone calls, tracking logs, and City’s Accela system will be given priority by our team members.</p> |
|---|---|---|--|

Willdan’s QA program is broken out into four major phases, as outlined below.





C3. Project Schedule

Willdan understands that timelines are of the essence when reviewing development projects. From our past experience we have learned that having a standardized schedule streamlines the plan check process and manages developer expectations. We are proposing to have a standard schedule for all reviews to show simplicity in the process and alleviate any undue burden of adjusting the schedule for all types of reviews. The below schedule has been proven to work properly with a variety of agencies. Expedited reviews can be done for a fee of 1.5 times the regular plan review cost, which is outlined in the separate Fee Proposal. Here are the standard review timelines proposed for this contract.

Regular Plan Review	Expedited Plan Review
<p>Fifteen (15) working days for the 1st plan check Ten (10) working days for subsequent plan checks for the review and return of all documents</p>	<p>Ten (10) working days for 1st plan check Five (5) working days for subsequent plan checks</p>

In rare situations where larger, more complex projects are encountered, additional review time may be required but only with prior approval from the appropriate City staff as this is the exception. Willdan has the ability to ramp up resources as necessary to expedite a project that the City deems a high priority to help meet any specific project milestones when needed.

C4. Specific Tasks

Willdan can assist the City with various engineering review support services. We have a highly experienced and qualified team of professionals capable of meeting and exceeding expectations on all items listed in the scope of services.

Task Type	Role of Willdan and City Staff
<p>Entitlement Review</p> 	<p>Willdan shall review project "Development Review Request" and prepare suggested Code Requirements and Conditions of Approval for City staff, Planning Commission and /or City Council approval.</p>
<p>Parcel/Tract Maps, Lot Mergers, Easements, Lot Line Adjustments, Survey, R/W, Legal Descriptions and Plats</p> 	<p>Willdan's review of easement documents, lot line adjustments, dedications, vacations, quitclaims, Parcel and Tract Maps shall be by or under the direction of a Licensed Land Surveyor to assure compliance with applicable provisions of the Subdivision Map Act, County ordinances, and other conditions of approval and requirements. There will be detailed checks made, including, but not limited to, review of survey documentation and title reports, lot and boundary closures, dedication and easement provisions, legal descriptions, completeness, and accuracy of data notation, and necessary certifications of City and County staff. If required, Willdan can sign maps in the capacity of the City Surveyor.</p>





Task Type	Role of Willdan and City Staff
<p style="text-align: center;">Street Improvements</p>	 <p>Street improvement plans will be checked under the direct supervision of a registered civil engineer. Specifically, As applicable, we will perform our work in general accordance with the following:</p> <ul style="list-style-type: none"> ▪ Check plans for compliance with general design criteria established by the City standards for streets, curbs, gutters, sidewalks, streetlights, drive approaches, storm drain and flood control systems, underground wet utilities, traffic signals, and signing and striping, City and County standards, design guidelines and check grading, street and storm drain plans for conformance with the street improvement plans. ▪ Check street improvement plans for compliance with City conditions of approval and the approved tentative map. ▪ Check street improvement plans and plans against easement documents, record maps, and right-of-way documents; and determine the need for permanent easements, additional right-of-way, or temporary easements. ▪ Review pavement design for consistency with the recommendations of the soils engineer. <p>Review hydrology/hydraulic study against the storm drain plans, including street capacities, HGLs, velocities, inlet or outlet control, and other hydraulic factors.</p>
<p style="text-align: center;">Grading Plans</p>	 <p>Willdan will perform grading and site accessibility plan review for projects constructed in the City for conformance with City codes and ordinances, including the City grading code and manual, California Building Codes related to site accessibility, or consistent with the City's Drainage design policies.</p> <p>Willdan's staff assigned to City projects has a thorough knowledge of civil engineering principles and practices and site improvement design requirements. All plan reviews are completed using City-established policies and procedures. We will utilize the City's grading plan checklist as applicable. Willdan will ensure plans meet applicable codes and ordinances upon completion of plan reviews, evaluation of the engineers cost estimate, and final recommendation on the bond amount and permit fees.</p>
<p style="text-align: center;">Sewer Improvement Plans</p>	 <p>Sewer Improvement Plans will be checked under the direct supervision of a registered engineer. As applicable, we will perform our work in general accordance with the following:</p> <ul style="list-style-type: none"> ▪ Review general notes, title block/benchmark data, quantities, unit costs, vicinity map, index map, and other general requirements. ▪ Check plans for compliance with general design criteria established by the City standards for underground wet utilities. ▪ Check data shown on plans for consistency. ▪ Review available sewer study against the sewer improvement plans.





Task Type	Role of Willdan and City Staff
<p>Sewer Improvement Plans, cont.</p>	<ul style="list-style-type: none"> ▪ Check to ensure that plans reflect all required improvements, as shown on the approved tentative map and subdivision resolution. ▪ Review proposed sewer plans for conformance with the City's approved master plan of sewers. ▪ Review the proposed improvements for constructability
<p>Erosion and Sediment Control</p>	<p> Willdan will review associated erosion and sediment control plans in accordance with City, County and State Regional Water Quality Control Board requirements. Willdan staff has experience with the preparation of erosion and sediment control plans for the associated grading and drainage improvement plans and, therefore, a working knowledge of the design requirements and implementation of appropriate BMPs selection and design.</p>
<p>Water Improvement Plans</p>	<p> Water Improvement Plans will be checked under the direct supervision of a registered civil engineer. As applicable, we will perform our work in general accordance with the following:</p> <ul style="list-style-type: none"> ▪ Review general notes, title block, signature block, benchmark data, quantities, vicinity map, index map, and other general requirements. ▪ Check plans for compliance with general design criteria established by the City standards underground wet utilities. ▪ Check to ensure that plans reflect all required improvements on the approved tentative map and in the subdivision resolution. ▪ Review available water study/report against the water plans. ▪ Review proposed water plans against City's approved master plan. ▪ Review the proposed improvements for constructability
<p>Landscaping and Irrigation</p>	<p> Landscaping and Irrigations Plans will be checked under the direct supervision of a registered landscape architect. As applicable, we will perform our work in general accordance with the following:</p> <ul style="list-style-type: none"> ▪ Review for compliance with City's WELO, including all calculations and other technical information and reports ▪ Review for compliance with City landscape standards, water purveyor standards, design guidelines, and City conditions of approval ▪ Review for compliance with sound landscaping practices such as planting palette suitability and placement and irrigation design <p>Review the proposed improvements for constructability</p>
<p>Water Quality Management</p>	<p> All new development and significant redevelopment projects are required to incorporate Low Impact Development (LID) Best Management Practices to the maximum extent possible. The intent of these requirements is to reduce the discharge of pollutants to receiving waters. These are the results of federal and state regulations and provide implementation plans to protect water quality. Willdan will review the WQMP submitted by applicants to ensure compliance with the requirements.</p>





Task Type	Role of Willdan and City Staff
<p>Hydrology/ Hydraulics Reports & Storm Drain</p>	 <p>Hydrology/Hydraulics Reports and Storm Drain Plans will be checked under the direct supervision of a registered civil engineer. We will perform our work in general accordance with the following:</p> <ul style="list-style-type: none"> ▪ Check the H/H report for compliance with City and County standards and design guidelines. ▪ Check grading, street, and storm drain plans for conformance with the H/H report. ▪ Check the H/H report for compliance with City conditions of approval and the approved tentative map. ▪ Check for any diversion of flows from their historic patterns. ▪ Check for any adverse effect of drainage on down-stream properties. ▪ Review general notes, title block, signature block, benchmark data, quantities, unit costs, vicinity map, index map, and other general requirements. ▪ Review hydrology/hydraulic study against the storm drain plans, including street capacities, HGLs, velocities, inlet or outlet control, and other hydraulic factors. ▪ Review proposed storm drain plans for conformance with the City's approved master plan of drainage. ▪ Review the proposed improvements for constructability
<p>Traffic Signal Plans, Signing & Striping, Street Lighting Plans and Construction Detour</p>	 <p>Traffic engineering design plans will be checked under the direction of a state-registered Traffic Engineer. Willdan's plan review staff has the capability to review traffic design plans, including, but not necessarily be limited to, traffic signals, signing and striping, street lighting, temporary traffic control and construction detours, flashing beacons, EV charging stations, pedestrian and bicycle facilities, and circulation plans. As needed, Willdan's plan review staff can also review and prepare comments on documents, such as traffic studies related to a development project. As applicable, we will perform our work in general accordance with the following:</p> <ul style="list-style-type: none"> ▪ Check design plans for compliance with general design criteria established by the City standards . ▪ Check design plans for compliance with City and/or County standards, Caltrans standard plans, and California Manual on Uniform Traffic Control Devices (CA MUTCD). ▪ Check design plans to ensure all improvements are shown, as required by the City's conditions of approval and general plan requirements.
<p>Traffic Studies</p>	 <p>Traffic studies including Traffic Impact Analysis, Parking Demand, Traffic Circulation, Traffic Signal Warrant, Street Lighting Photometrics will be checked under the direct supervision of a registered Traffic Engineer.</p>



EXHIBIT "B"

Payment Schedule (Hourly Payment)

A. Hourly Rate

CONSULTANT'S fees for such services shall be based upon the following hourly rate and cost schedule:

SEE ATTACHED EXHIBIT B

B. Travel Charges for time during travel are not reimbursable.

C. Billing

1. All billing shall be done monthly in fifteen (15) minute increments and matched to an appropriate breakdown of the time that was taken to perform that work and who performed it.
2. Each month's bill should include a total to date. That total should provide, at a glance, the total fees and costs incurred to date for the project.
3. A copy of memoranda, letters, reports, calculations and other documentation prepared by CONSULTANT may be required to be submitted to CITY to demonstrate progress toward completion of tasks. In the event CITY rejects or has comments on any such product, CITY shall identify specific requirements for satisfactory completion.
4. CONSULTANT shall submit to CITY an invoice for each monthly payment due. Such invoice shall:
 - A) Reference this Agreement;
 - B) Describe the services performed;
 - C) Show the total amount of the payment due;
 - D) Include a certification by a principal member of CONSULTANT's firm that the work has been performed in accordance with the provisions of this Agreement; and
 - E) For all payments include an estimate of the percentage of work completed.

Upon submission of any such invoice, if CITY is satisfied that CONSULTANT is making satisfactory progress toward completion of tasks in accordance with this Agreement, CITY shall approve the invoice, in which event payment shall be made within thirty (30) days of receipt of the invoice by CITY. Such approval shall not be unreasonably withheld. If CITY does not approve an invoice, CITY shall notify CONSULTANT in writing of the reasons for non-approval and the schedule of performance set forth in **Exhibit "A"** may at the option of CITY be suspended until the parties agree that past performance by CONSULTANT is in, or has been brought into compliance, or until this Agreement has expired or is terminated as provided herein.

5. Any billings for extra work or additional services authorized in advance and in writing by CITY shall be invoiced separately to CITY. Such invoice shall contain all of the information required above, and in addition shall list the hours expended and hourly rate charged for such time. Such invoices shall be approved by CITY if the work performed is in accordance with the extra work or additional services requested, and if CITY is satisfied that the statement of hours worked and costs incurred is accurate. Such approval shall not be unreasonably withheld. Any dispute between the parties concerning payment of such an invoice shall be treated as separate and apart from the ongoing performance of the remainder of this Agreement.



EXHIBIT "B"

WILLDAN ENGINEERING

Schedule of Hourly Rates

Effective July 1, 2024 to June 30, 2025

DESIGN ENGINEERING		BUILDING AND SAFETY		CONSTRUCTION MANAGEMENT	
Technical Aide I	\$81	Code Enforcement Technician	\$106	Labor Compliance Specialist	\$146
Technical Aide II	\$103	Code Enforcement Officer	\$121	Labor Compliance Manager	\$183
Technical Aide III	\$120	Senior Code Enforcement Officer	\$143	Utility Coordinator	\$167
CAD Operator I	\$128	Supervisor Code Enforcement	\$173	Office Engineer I	\$147
CAD Operator II	\$148	Fire Plans Examiner	\$173	Office Engineer II	\$167
CAD Operator III	\$165	Senior Fire Plans Examiner	\$189	Assistant Construction Manager	\$160
GIS Analyst I	\$168	Fire Inspector	\$159	Construction Manager	\$185
GIS Analyst II	\$184	Senior Fire Inspector	\$173	Senior Construction Manager	\$201
GIS Analyst III	\$191	Fire Marshal	\$204	Resident Engineer I	\$208
Environmental Analyst I	\$144	Plans Examiner Aide	\$114	Resident Engineer II	\$216
Environmental Analyst II	\$161	Plans Examiner	\$173	Project Manager IV	\$234
Environmental Analyst III	\$171	Senior Plans Examiner	\$189	Deputy Director	\$243
Environmental Specialist	\$185	Assistant Construction Permit Specialist	\$121	Director	\$249
Designer I	\$173	Construction Permit Specialist	\$128	INSPECTION SERVICES	
Designer II	\$179	Senior Construction Permit Specialist	\$150	Public Works Observer **	\$131
Senior Designer I	\$188	Supervising Construction Permit Specialist	\$159	Public Works Observer ***	\$159
Senior Designer II	\$197	Assistant Building Inspector	\$143	Senior Public Works Observer**	\$143
Design Manager	\$196	Building Inspector	\$159	Senior Public Works Observer ***	\$159
Senior Design Manager	\$206	Senior Building Inspector	\$173	MAPPING AND EXPERT SERVICES	
Project Manager I	\$186	Supervising Building Inspector	\$189	Survey Analyst I	\$147
Project Manager II	\$207	Inspector of Record	\$202	Survey Analyst II	\$169
Project Manager III	\$217	Deputy Building Official	\$205	Senior Survey Analyst	\$187
Project Manager IV	\$234	Building Official	\$210	Supervisor - Survey & Mapping	\$203
Principal Project Manager	\$238	Plan Check Engineer	\$205	Principal Project Manager	\$238
Program Manager I	\$197	Supervising Plan Check Engineer	\$215	LANDSCAPE ARCHITECTURE	
Program Manager II	\$209	Principal Project Manager	\$238	Assistant Landscape Architect	\$153
Program Manager III	\$228	Deputy Director	\$243	Associate Landscape Architect	\$176
Assistant Engineer I	\$141	Director	\$249	Senior Landscape Architect	\$193
Assistant Engineer II	\$157	PLANNING		Principal Landscape Architect	\$204
Assistant Engineer III	\$166	CDBG Technician	\$86	Principal Project Manager	\$238
Assistant Engineer IV	\$175	CDBG Specialists	\$103	ADMINISTRATIVE	
Associate Engineer I	\$184	CDBG Analyst	\$122	Administrative Assistant I	\$99
Associate Engineer II	\$192	CDBG Coordinator	\$152	Administrative Assistant II	\$120
Associate Engineer III	\$196	CDBG Manager	\$183	Administrative Assistant III	\$140
Senior Engineer I	\$199	Housing Program Coordinator	\$151	Project Accountant I	\$112
Senior Engineer II	\$204	Planning Technician	\$130	Project Accountant II	\$132
Senior Engineer III	\$207	Assistant Planner	\$162	Project Controller I	\$140
Senior Engineer IV	\$211	Associate Planner	\$176	Project Controller II	\$158
Supervising Engineer	\$219	Senior Planner	\$200		
Traffic Engineer I	\$219	Principal Planner	\$208		
Traffic Engineer II	\$234	Planning Manager	\$221		
City Engineer I	\$234	Deputy Director	\$243		
City Engineer II	\$238	Director	\$249		
Deputy Director	\$243				
Director	\$249				
Principal Engineer	\$270				

** For Non-Prevailing Wage Project *** For Prevailing Wage Project

Mileage/Field Vehicle usage will be charged at the rate in accordance with the current FTR mileage reimbursement rate, subject to negotiation.

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 1.5 times, and Sundays and holidays, 2.0 times the standard rates. Blueprinting, reproduction, messenger services, and printing will be invoiced at cost plus fifteen percent (15%). A sub consultant management fee of fifteen percent (15%) will be added to the direct cost of all sub consultant services to provide for the cost of administration, consultation, and coordination. Valid July 1, 2024 thru June 30, 2025, thereafter, the rates may be raised once per year to the value between the 12-month % change of the Consumer Price Index for the Los Angeles/Orange County/Sacramento/San Francisco/San Jose area and five percent. For prevailing wage classifications, the increase will be per the prevailing wage increase set by the California Department of Industrial Relations.

