

ON-CALL PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF RIALTO AND
WILLDAN ENGINEERING

THIS ON CALL PROFESSIONAL SERVICES AGREEMENT (herein "Agreement") is made and entered into this 10th day of June, 2025, by and between the City of Rialto, a municipal corporation and California general law city ("City"), and Willdan Engineering, a California corporation ("Consultant"). City and Consultant are sometimes individually referred to as "Party" or collectively as "Parties".

RECITALS

A. City has sought, by Request for Qualifications No. 25-045, the performance of professional services related to "On-Call" Plan Checking Services, as defined and described particularly in Article 1 of this Agreement.

B. Following the submission of a proposal for the performance of the services defined and described particularly in Article 1 of this Agreement, Consultant was selected by the City to be eligible to perform those services as needed and requested by the City.

C. During the Term of this Agreement, the City may initiate or continue various projects for which Consultant's services may be used. For a given project, the City may solicit proposals from Consultant and other firms to perform services on that project, and the City may award a Task Order for the project based on availability, schedule, and cost proposal. Consultant understands and acknowledges that this Agreement provides no guarantee that Consultant will be selected to perform any volume or work for the City.

D. Pursuant to Chapter 2.48 of the Rialto Municipal Code, City has authority to enter into and execute this Agreement.

E. The Parties desire to formalize the selection of Consultant for the performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

Scope of Services. Consultant agrees to perform on-call professional plan check services associated with Statement of Qualifications No. 25-045 On-Call Plan Checking Services (hereinafter, the "Scope of Services" or "Services") as requested and authorized

by the City. The Scope of Services are more particularly described in Exhibit A attached hereto and incorporated herein. When the City desires to utilize Consultant for the Scope of Services, the City will issue a Task Order, in a form that is substantially similar to Exhibit B, that includes a Scope of Services to be performed and the compensation to be paid for the Services within the Task Order. Upon the issuance of a Task Order, that Task Order shall immediately be incorporated into this Agreement as part of Exhibit "A" (e.g., the first Task Order will be Exhibit "A-1", the second Exhibit "A-2," etc.). Each Task Order is made a part of this Agreement by this reference and encompassed within the Scope of Services of this Agreement.

As a material inducement for City to enter into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent, and professional manner, it meets all local, state, and federal requirements in performing the Services, and it is experienced in performing the work and Services contemplated herein. Consultant shall at all times faithfully, competently, and to the best of its ability, experience, and talent, perform all Services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and Services required hereunder and that all materials will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more professional firms performing similar work under similar circumstances.

1.2 Consultant's Proposal.

The Agreement between the Parties shall consist of the following: (1) this Agreement, including the Recitals; (2) the Scope of Services, including all Task Orders; (3) the City's Request for Qualifications No. 25-045; and, (4) the Consultant's signed, original proposal submitted to the City ("Consultant's Proposal"), (collectively referred to as the "Contract Documents"). The Contract Documents and Accepted Proposal shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the Scope of Services, Consultant's Proposal, and/or this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all Services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any federal, state, or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees, and Assessments.

Consultant shall obtain, at its sole cost and expense, such licenses, permits, and approvals as may be required by law for the performance of the Services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the Services required by this Agreement, and shall indemnify, defend, and hold harmless City, its officers, employees

or agents of City, against any such fees, assessments, taxes penalties, or interest levied, assessed, or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of Services to be performed, (ii) has carefully considered how the Services should be performed, and (iii) fully understands the facilities, difficulties, and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of Services hereunder. If Consultant discovers any latent or unknown conditions that will materially affect the performance of the Services hereunder, then Consultant shall immediately inform the City of such fact and shall not proceed except at City's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies, and/or other components thereof, to prevent losses or damages, and shall be responsible for all such damages to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Prevailing Wages.

Consultant is aware of the requirements of California Labor Code Section 1720, *et seq.* and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Section 1600, *et seq.*, ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "Public Works" and "Maintenance" projects. It is the understanding of City and Consultant that the Prevailing Wage Laws may not apply to this Agreement because the Agreement does not involve any services subject to prevailing wage rates pursuant to the California Labor Code or regulations promulgated thereunder. However, Consultant shall defend, indemnify, and hold City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

1.8 Further Responsibilities of Parties.

Both Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both Parties agree to act in good faith to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless specified in this Agreement, neither Party shall be responsible for the service of the other.

1.9 Additional Services.

City shall have the right at any time during the performance of the Services under an individual Task Order, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such extra work or change may be undertaken unless a written order is first given by the Contract Officer to the Consultant, describing in detail the extra work or change and the reason(s) therefor and incorporating therein any adjustment in (i) the Task Order sum for the actual cost of the extra work or change, and/or (ii) the time to perform the Task Order, which said adjustments shall be reflected in an amendment to the Task Order subject to the written approval of the Parties. Any amendment to a Task Order shall be reviewed and approved by the City Manager. In accordance with Rialto Municipal Code section 2.48.180, increases in compensation for a Task Order may be approved by the City Manager provided: (a) the initial Task Order amount was less than One Hundred Thousand Dollars (\$100,000) and the amended Task Order sum when considering any or all amendments will not exceed One Hundred Thousand Dollars (\$100,000); or (b) the Task Order was approved by the City Council and the increases in compensation taken either separately or cumulatively do not exceed One Hundred Thousand Dollars (\$100,000). Any greater increases, taken either separately or cumulatively must be approved by the City Council. Payment for additional services rendered by Consultant under a given Task Order requires the submission of the actual costs of Consultant's performance of the extra work with the invoice(s) for the extra work claim(s), as provided in Section 2.4. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors.

No claim for an adjustment in the contract amount or time for performance shall be valid unless the procedures established in this Section are followed.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT

2.1 Contract Sum.

City and Consultant acknowledge and agree that the Services required by this Agreement will vary dependent upon the number, type, and extent of the Services the Consultant shall provide; and no guarantee of the extent or the type of Services required of Consultant under the terms of this Agreement is made by the City. The annual or total level of Services required by this Agreement is unknown, and may significantly increase or decrease from year to year. In acknowledgement of the fact that the number and type of projects requiring the Consultant's Services has not been identified for this Agreement, City and Consultant acknowledge and agree that a specific "Maximum Contract Amount" shall be imposed on each separate project that the City may assign Consultant as provided in Section 1.9 and in this Section 2.1. Each such separate project shall be identified as a Task Order authorized by the City Manager or designee as provided in this

Section 2.1. The Maximum Contract Amount of this Agreement is undefined, and is subject to the number and type of projects requiring the Consultant's Services throughout the duration of the term of this Agreement, if any. Consultant's compensation shall be limited to the Maximum Contract Amount identified on each separate, individually authorized Task Order corresponding to a project requiring the Services of the Consultant in accordance with the Schedule of Compensation set forth in the attached Exhibit C. Subsequent approval of individual Task Orders shall be approved in accordance with the provisions of Chapter 2.48 of the Rialto Municipal Code.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the Services; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that time estimates are provided for the performance of sub tasks, but not exceeding the Contract Sum; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the Services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Unless otherwise specified by the Task Order, each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate Services performed by more than one person.

City may independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment

will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission.

2.5 No Waiver.

Review and payment by City to Consultant of any invoice for work performed by Consultant pursuant to this Agreement shall not be deemed a waiver of any defects in work performed by Consultant or of any rights or remedies provided herein or any applicable law.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

The Services authorized by each Task Order shall be completed pursuant to the schedule stated in the Task Order. Should the Services not be completed pursuant to that schedule, the Contractor shall be deemed to be in Default of this Agreement. The City, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Contractor to continue performing the Services.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the Services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall, within ten (10) days of the commencement of such delay, notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer shall extend the time for performance in accordance with the procedures set forth in Section 1.9. The Contract Officer's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Subject to the termination provisions of this Agreement, the Term of this Agreement is for three years commencing on the date first ascribed above. City may

extend the Term of this Agreement two times for one year each time, for a total potential term of five years.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

_____ (Name)	_____ (Title)
_____ (Name)	_____ (Title)

It is expressly understood that the experience, knowledge, capability, and reputation of the foregoing Principals were a substantial inducement for City to enter into this Agreement. Therefore, the Principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the Services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform Services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the Services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the Services required under this Agreement, prior to and during any such performance. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires to reassign any staff or subcontractor of Consultant, Consultant shall, immediately upon a Reassign Notice from City of such desire of City, reassign such persons or persons.

4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care, or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be the City Manager or other such person designated by the City Manager. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the Services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode, or means by which Consultant, its agents or employees, perform the Services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service. Consultant shall perform all Services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability, and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the Services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any

extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees, and agents of City:

(a) Comprehensive General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury, and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure, and provide legal defense for both the Consultant and the City against any loss, claim, or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or Services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than \$1,000,000. Said policy shall include coverage for owned, non-owned, leased, and hired cars.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of, or related to Services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's Services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements.

(f) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees, and agents as additional insureds, and any insurance maintained by City or its officers, employees, or agents shall apply in excess of, and not contribute with, Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers,

employees, and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any Party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer. No work or Services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages to any persons or property resulting from the Consultant's activities or the activities of any person or persons for which the Consultant is otherwise responsible nor shall it limit the Consultant's indemnification liabilities as provided in Section 5.3.

In the event the Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend, and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against any and all actions, either judicial, administrative, arbitration or regulatory claims,

damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations, or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), arising from Consultant's reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant, or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents, or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents, or employees, any and all costs and expenses incurred by the City, its officers, agents, or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Consultant shall incorporate similar, indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional Services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness, or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

Notwithstanding the foregoing, to the extent that the Consultant's Services are subject to California Civil Code Section 2782.8, the above indemnity, including the cost to defend, shall be limited to the extent required by Civil Code Section 2782.8.

5.4 Sufficiency of Insurer or Surety.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the Risk Manager determines that the work or Services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager Consultant.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and Services performed hereunder (the "books and records"), as shall be necessary to perform the Services required by this Agreement and enable the Contract Officer to evaluate the performance of such Services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of 3 years following completion of the Services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest.

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the Services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and Services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or Services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant.

However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed, and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of San Bernardino, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, Eastern Division.

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall proceed with payment on the invoices only when the default is cured. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or Services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

7.6 Legal Action.

In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct, or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. Upon receipt of any notice of termination, Consultant shall immediately cease all Services hereunder except such as may be specifically approved by the Contract Officer. Consultant shall be entitled to compensation for all Services rendered prior to the effective date of the notice of termination and for any Services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event of termination without cause pursuant to this Section, the City need not provide the Consultant with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over

the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of Services under this Agreement or any individual Task Order subsequently awarded. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

Additionally, pursuant to Rialto Municipal Code section 2.48.145, Consultant represents that it has disclosed whether it or its officers or employees is related to any officer or employee of the City by blood or marriage within the third degree which would subject such officer or employee to the prohibition of California Government Sections 87100 et. seq., Fair Political Practices Commission Regulation Section 18702, or Government Code Section 1090. To this end, by approving this Agreement, Consultant attests under penalty of perjury, personally and on behalf of Consultant, as well its officers, representatives, that it/they have no relationship, as described above, or financial interests, as such term is defined in California Government Section 87100 et. seq., Fair Political Practices Commission Regulation Section 18702, or Government Code Section 1090, with any City of Rialto elected or appointed official or employee, except as specifically disclosed to the City in writing.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, gender identity, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, sexual orientation, gender, gender identity, marital status, national origin, ancestry, or other protected class.

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or Services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorney's fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Facilities and Equipment.

Except as otherwise provided, Consultant shall, at its own cost and expense, provide all facilities and equipment necessary to perform the Services required by this Agreement. City shall make available to Consultant only physical facilities such as desks, filing cabinets, and conference space ("City Facilities"), as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of City. The location, quality, and time of furnishing of City Facilities shall be in the sole discretion of City. In no event shall City be required to furnish any facilities that may involve incurring any direct expense, including but not limited to computer, long distance telephone, network data, internet, or other communication charges, vehicles, and reproduction facilities.

9.2 Payment of Taxes.

Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any federal and state taxes.

9.3 Notices.

All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, sent by pre-paid First Class U.S. Mail, registered or certified mail, postage prepaid, return receipt requested, or delivered or sent by facsimile with attached evidence of completed transmission, and shall be deemed

received upon the earlier of (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) three (3) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by facsimile. Any notice, request, demand, direction, or other communication sent by facsimile must be confirmed within forty-eight (48) hours by letter mailed or delivered. Other forms of electronic transmission such as e-mails, text messages, instant messages are not acceptable manners of notice required hereunder. Notices or other communications shall be addressed as follows:

If to City: City of Rialto
 150 S. Palm Ave.
 Rialto, CA 92376
 Attn: City Manager
 Tel: (909) 820-2525
 Fax: (909) 820-2527

With copy to: Burke, Williams & Sorensen, LLP
 1770 Iowa Avenue, Suite 240
 Riverside, CA 92507
 Attn: Eric S. Vail, City Attorney
 Tel: (951) 788-0100
 Fax: (951) 788-5785

If to Consultant: Willdan Engineering
 650 E. Hospitality Lane, Suite 400
 San Bernardino, CA 92408
 Attn: Ron Stein
 Tel: (714) 204-9257

Either Party may change its address by notifying the other Party of the change of address in writing.

9.4 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.5 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.6 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the Parties. It is understood that there are no oral agreements between the Parties hereto affecting this Agreement and this

Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the Parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.7 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties hereunder unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

9.8 Corporate Authority.

The persons executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed and entered into this Agreement on the date first written above.

CITY:

CITY OF RIALTO, a municipal corporation

By: _____
Tanya Williams
City Manager

CONSULTANT:

Willdan Engineering, a California corporation

By: _____
Name
Title

ATTEST:

By: _____
Barbara A. McGee
City Clerk

By: _____
Name
Title

APPROVED AS TO FORM:

Burke, Williams & Sorensen, LLP

By: _____
Eric S. Vail
City Attorney

****Two signatures are required if a corporation****

EXHIBIT "A"

SCOPE OF SERVICES

Consultant shall provide On-Call Plan Checking Service. Specifically, Consultant shall provide those Services as outlined in its proposal dated June 3, 2025, included on the following pages.



C. Project Management and Quality Control

C.1. Management Approach

Project Manager

Ron Stein, PE, QSD, ENV SP offers expertise as a project manager, civil engineer, and plan reviewer for various municipalities. He has led land development engineering teams engaged in designing projects encompassing all aspects of a project including storm drains, grading, erosion control, street improvements, striping, traffic control, and utilities. Ron is highly skilled in development and review of hydrology/hydraulic calculations and reports, cost estimates, stormwater pollution and prevention plans, water quality management plans, and erosion and sediment control plans. He brings valuable public works experience from starting his career with the Florida Department of Transportation, where he rotated through every office of the department and acquired a strong, diverse technical foundation. His valuable mix of public works and private development experience allows him to see projects from both perspectives.



Scope of Services

Willdan understands that the City is seeking a consultant to provide services for plan-checking of various development items, consisting of improvement plans (including, but not limited to rough grading, street, sewer, water, storm drain, on-site grading/paving, traffic signal, traffic striping/signage); subdivision maps (final tract maps and parcel maps); and professional studies (including, but not limited to hydrology/hydraulic, sewer, traffic, geotechnical, and water quality management plans).

Land Development Plan Review Services: Willdan provides engineering plan review services for a variety of land development projects. The work encompasses review of improvement plans, including street plans, traffic signal plans, striping plans, drainage plans, roadway, sewer, water, grading plans, erosion and sediment control plans and storm water quality, and WQMP. The Engineering review is done under the supervision of licensed civil engineers, with support from technical staff. Our civil engineers draw from their municipal expertise to coordinate the land development review such that all agency conditions of approval, regulatory permitting, engineering standards and policies are complied with and also that good engineering practices are followed in general. This includes performing a project site visit, review, and application of information from the soils, geologic and seismic reports, fire flow calculations, sewer reports, mapping and related documents, easements, cost estimates and planning documents such as approved site plans and conditions of approval. The Willdan team is adept at coordinating a complete land development review from project inception and conditioning through approval and permitting and also final as built and acceptance procedures.

Willdan specializes in entitlement reviews and ensures to coordinate with all Departments to help properly set any conditions of approval. We take pride in our ability to coordinate with all departments to ensure holistic reviews of entitlement applications to ensure the conditions are tailored well to specific projects and comply with any of the City's master planned facilities.

The Sample Plan Check Scope of Services of work that may be required with each plan review assignment is intended only as a guide.





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.

Entitlement & City Engineering Services: Willdan's City Engineering Division performs general engineering services for many cities throughout California. We specialize in preparing Capital Improvement Programs, annual budgets, assisting in grant writing and funding applications, and researching infrastructure for GASB 34 statement evaluation. Our city engineering staff also provides recommendations throughout the entitlement phase to set conditions of approval for new developments and for the implementation of National Pollutant Discharge Elimination System (NPDES) and Americans with Disabilities Act (ADA) requirements. Willdan will review preliminary site plans, H&H reports and Preliminary WQMP's to ensure they are consistent with the City's General Plan and that the Developer's are placing quality development for the enhancement of the community.

Engineering and Subdivision Map Checking Services: Willdan currently provides professional subdivision map and engineering plan check services for numerous cities and counties in the state. Our firm was established in 1964 as a consulting firm primarily to municipalities offering a variety of services from entitlement through final permits. Today, our focus remains assisting both cities and counties with all aspects of municipal engineering, building and safety, planning, transportation, and landscape architecture services.

Our staff of highly trained professionals are provided with the technical support and expertise of engineers and professional staff of the entire company. Their specific area of expertise provides Willdan with depth that only a large firm can provide. As such, Willdan has developed a Quality Assurance Manual on Subdivision Map and Document checking which includes procedures, requirements and checklists for map and document reviews. This manual has proven helpful in assisting developers and engineers on required subdivision map submittals. Our plan check staff also attend seminars and workshops to stay current with current standards such as the subdivision map act.

Easement documents, lot line adjustments, dedications, vacations, parcel, and tract maps are checked by or the check overseen by a Licensed Land Surveyor to assure compliance with applicable provision of the Subdivision Map Act, City ordinances, and other conditions of approval and requirements. Willdan can also prepare legal descriptions and plats for easements or rights of way for City projects.

Proposed Approach

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

1

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.

2

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.

3

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.





4

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.










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	
Entitlement Review		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.
Parcel/Tract Maps, Lot Mergers, Easements, Lot Line Adjustments, Survey, R/W, Legal Descriptions and Plats		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.
Street Improvements		<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>
Grading Plans		<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>



Task Type	Role of Willdan and City Staff
Sewer Improvement Plans	 <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. 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
Erosion and Sediment Control	 <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>
Water Improvement Plans	 <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
Landscaping and Irrigation	 <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 Review the proposed improvements for constructability
Water Quality Management	 <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. As applicable, we will perform our work in general accordance with the following:</p> <ul style="list-style-type: none"> Review of studies for conformance with Conditions of Approval Review for conformance between plans and studies Review Methodology and Assumption per the memorandum of understanding Review Data including collision history, Average Daily Traffic Counts, Turning Movement Counts, Trip Generation and Trip Distribution. Review thresholds of significance for delay and V/C ratio Review of VMT methodology and findings. Review Impacts and Recommendations

EXHIBIT B

MODEL TASK ORDER

TASK ORDER NO. [REDACTED]

CITY OF RIALTO

AND

[REDACTED]

SECTION 1 – PURPOSE

The purpose of this Task Order is to authorize and direct [ADD CONSULTANT NAME] (“Consultant”) to perform with the Scope of Work specified in Section 2 below, in accordance with the provisions of the On-Call Services Agreement between the City of Rialto (“CITY”) Consultant dated [ADD DATE] (“Agreement”). This Task Order shall be incorporated into Exhibit A of the Agreement.

SECTION 2 – SCOPE OF WORK

The services authorized by this Task Order are presented in Attachment “A” – Scope of Services, which is attached hereto and incorporated by this reference.

SECTION 3 – COMPENSATION AND PAYMENT

Compensation shall be paid as provided in the Agreement. The total compensation for Scope of Services as set forth in Section 2 shall be as set forth in Attachment “B” – Compensation, which is attached hereto and incorporated by this reference. Total compensation for all services provided under this Task Order shall not exceed [ADD MAXIMUM TASK ORDER AMOUNT].

SECTION 4 – TIME OF PERFORMANCE

The services described in Section 2 of this Task Order shall be completed in accordance with the schedule set forth in Attachment “C” – Schedule of Completion, which is attached hereto and incorporated by this reference.

SECTION 5 – ITEMS AND CONDITIONS

All terms and conditions contained in the Agreement are incorporated by reference and remain in full force and effect.

Approved this [REDACTED] day of [REDACTED] 202[REDACTED].

[SIGNATURES ON NEXT PAGE]

CITY OF RIALTO

By: _____
Tanya Williams
City Manager

Date: _____

CONTRACTOR

By: _____
Name
Title

Date: _____

By: _____
Name
Title

Date: _____

ATTEST:

By: _____
Barbara A. McGee
City Clerk

APPROVED AS TO FORM

By: _____
Eric S. Vail
City Attorney

EXHIBIT "C"
SCHEDULE OF COMPENSATION

City of Rialto, CA

Qualifications (RFQ) #25-045

On-Call Professional Engineering Plan Checking Services

June 3, 2025



650 E. Hospitality Lane, Suite 400
San Bernardino, CA 92408-3586
909.386.0200
www.willdan.com

DIRECT CONTACT:

Ron Stein *Project Manager*

📞 714.204.9257

✉️ rstein@willdan.com



A. Cover Letter

June 3, 2025

City of Rialto
150 S. Palm Avenue
Rialto, CA 92376
Attn: City Manager
Via PlanetBids

SUBJECT: Qualifications (RFQ) #25-045, On-Call Professional Engineering Plan Checking Services

Dear City Manager:

The City of Rialto (City) is seeking Statements of Qualifications (SOQs) from qualified professional firms to provide the City with On-Call Professional Engineering Plan Check Services.

Willdan Engineering (Willdan) is fully confident that we can successfully provide the requested professional engineering plan check services as a valuable resource to help augment City staff in accomplishing the City's goals and needs. Throughout this proposal, we have demonstrated advantages the Willdan team brings to the range of services requested and how the City can benefit from having us as its' supporting consultant.

Willdan has provided the attached fee schedule showing the Willdan unit cost broken out by review type in the "Plan Check Fee & Basis" column. This cost is consistent with the City's existing fee schedule so no changes will be required. The fees shown in the table include three review cycles and anything over that, if necessary, can be reviewed on a Time & Materials Basis. Willdan has also prepared the attached Hourly Rate Schedule for additional services that may be utilized under this contract.

Willdan confirms that all contents of our SOQ shall be valid for a period of 120 calendar days from the due date of SOQs.

Tyrone Peter, PE, Director of Engineering, will serve as the Principal-in-Charge for this proposal. Tyrone can be reached at Cell: (714) 393-1963 / Email: tpeter@willdan.com.

Respectfully submitted,
WILLDAN ENGINEERING



Tyrone Peter, PE
Director of Engineering

Main Point of Contact

Ron Stein, PE, ENV SP
Project Manager
650 E. Hospitality Lane, Suite 400
San Bernardino, CA 92408-3586
rstein@willdan.com
714) 204-9257



City of Rialto Schedule of Fees, Engineering

Description of Fee	Administrative Fee	Plan Check Fee & Basis	Resolution/Ordinance #	Effective Date
Administrative Fees:				
Photocopy	\$ 0.30		Reso. 5222	5/3/2005
Photocopy	\$ 0.60		Reso. 5222	5/3/2005
Plan Check Fees:				
Subdivision Maps				
Tract Maps	\$ 4,376.90	\$3,000/Sheet + \$100/Lot	Reso. 6271	7/1/2013
Parcel Maps	\$ 4,376.90	\$1,250/Sheet	Reso. 6271	7/1/2013
Plans				
Rough Grading Plan	\$ 1,570.10	\$1,100/Sheet	Reso. 6271	7/1/2013
Precise Grading/Paving Plan	\$ 1,570.10	\$1,300/Sheet	Reso. 6271	7/1/2013
Street Improvement	\$ 1,570.10	\$800/Sheet	Reso. 6271	7/1/2013
Traffic Signage/Striping Plan	\$ 1,570.10	\$800/Sheet	Reso. 6271	7/1/2013
Traffic Signal Plan	\$ 1,570.10	\$1,250/Sheet	Reso. 6271	7/1/2013
Sewer Improvement Plan	\$ 2,745.40	\$800/Sheet	Reso. 6271	7/1/2013
Water Improvement Plan	\$ 2,745.40	\$800/Sheet	Reso. 6271	7/1/2013
Storm Drain Improvement Plan	\$ 1,570.10	\$800/Sheet	Reso. 6271	7/1/2013
Street Lighting/Electrical Plan	\$ 2,434.70	\$800/Sheet	Reso. 6271	7/1/2013
Landscaping Plan (Public LMD)	\$ 2,434.70	\$800/Sheet	Reso. 6271	7/1/2013
Irrigation Plan (Public LMD)	\$ 2,434.70	\$800/Sheet	Reso. 6271	7/1/2013
Revisions to Approved Plans	\$ 456.20	\$950 Flat Rate	Reso. 6271	7/1/2013
Hydrology Studies (Preliminary Engineering)				
No Offsite Tributary Area	\$ 456.20	\$1,250/Report	Reso. 6271	7/1/2013
Tributary Area < 10 Acres	\$ 456.20	\$1,950/Report	Reso. 6271	7/1/2013
Tributary Area 10 - 100 Acres	\$ 456.20	\$2,500/Report	Reso. 6271	7/1/2013
Tributary Area > 100 Acres	\$ 456.20	\$3,250/Report	Reso. 6271	7/1/2013
Hydrology/Hydraulic Studies (Final Engineering)				
Parcel Size < 1 Acre	\$ 456.20	\$1,750/Report	Reso. 6271	7/1/2013
Parcel Size 1 - 5 Acres	\$ 456.20	\$2,250/Report	Reso. 6271	7/1/2013
Parcel Size > 5 Acres	\$ 456.20	\$3,350/Report	Reso. 6271	7/1/2013
Traffic Studies				
Traffic Exempt Letter	\$ 456.20	\$650/Report	Reso. 6271	7/1/2013
Focused Traffic Study	\$ 914.70	\$2,550/Report	Reso. 6271	7/1/2013
Horizon Level Traffic Study (5-Mile Radius)	\$ 1,631.50	\$3,850/Report	Reso. 6271	7/1/2013
Sewer Study	\$ 914.70	\$2,150/Report	Reso. 6271	7/1/2013
Water Quality Management Plans				
Parcel Size < 1 Acre	\$ 695.10	\$1,950/Report	Reso. 6271	7/1/2013
Parcel Size 1 - 5 Acres	\$ 695.10	\$2,850/Report	Reso. 6271	7/1/2013
Parcel Size > 5 Acres	\$ 695.10	\$3,750/Report	Reso. 6271	7/1/2013
Surveying Services				
Lot Line Adjustment/Parcel Mergers	\$ 1,072.80	\$2,250 Flat Rate	Reso. 6271	7/1/2013
Right of Way Dedicatin/Vacation	\$ 1,072.80	\$1,250 Flat Rate	Reso. 6271	7/1/2013
Public Easements	\$ 1,072.80	\$1,250 Flat Rate	Reso. 6271	7/1/2013
Annexation to Maintenance District	\$ 1,704.30	\$850 Flat Rate	Reso. 6271	7/1/2013
Expedited Plan Check Fee = 150% of Standard Rate			Reso. 6271	7/1/2013





Hourly Rates



WILLDAN ENGINEERING

Schedule of Hourly Rates

Effective July 1, 2025 to June 30, 2026

DESIGN ENGINEERING		BUILDING AND SAFETY		CONSTRUCTION MANAGEMENT	
Technical Aide I	\$83	Code Enforcement Technician	\$109	Labor Compliance Specialist	\$150
Technical Aide II	\$106	Code Enforcement Officer	\$125	Labor Compliance Manager	\$188
Technical Aide III	\$124	Senior Code Enforcement Officer	\$147	Utility Coordinator	\$172
CAD Operator I	\$132	Supervisor Code Enforcement	\$178	Office Engineer I	\$151
CAD Operator II	\$153	Fire Plans Examiner	\$178	Office Engineer II	\$172
CAD Operator III	\$170	Senior Fire Plans Examiner	\$195	Assistant Construction Manager	\$165
GIS Analyst I	\$169	Fire Inspector	\$164	Construction Manager	\$191
GIS Analyst II	\$185	Senior Fire Inspector	\$178	Senior Construction Manager	\$207
GIS Analyst III	\$193	Fire Marshal	\$210	Resident Engineer I	\$215
Environmental Analyst I	\$149	Plans Examiner Aide	\$117	Resident Engineer II	\$223
Environmental Analyst II	\$166	Plans Examiner	\$178	Project Manager IV	\$241
Environmental Analyst III	\$177	Senior Plans Examiner	\$195	Deputy Director	\$255
Environmental Specialist	\$191	Assistant Construction Permit Specialist	\$125	Director	\$261
Designer I	\$174	Construction Permit Specialist	\$131	INSPECTION SERVICES	
Designer II	\$181	Senior Construction Permit Specialist	\$155	Public Works Observer **	\$135
Senior Designer I	\$190	Supervising Construction Permit Specialist	\$164	Public Works Observer ***	\$164
Senior Designer II	\$199	Assistant Building Inspector	\$147	Senior Public Works Observer**	\$147
Design Manager	\$205	Building Inspector	\$164	Senior Public Works Observer ***	\$164
Senior Design Manager	\$212	Senior Building Inspector	\$178	MAPPING AND EXPERT SERVICES	
Project Manager I	\$192	Supervising Building Inspector	\$195	Survey Analyst I	\$151
Project Manager II	\$213	Inspector of Record	\$208	Survey Analyst II	\$174
Project Manager III	\$223	Assistant Building Official	\$185	Senior Survey Analyst	\$187
Project Manager IV	\$241	Deputy Building Official	\$211	Supervisor - Survey & Mapping	\$209
Principal Project Manager	\$247	Building Official	\$211	Principal Project Manager	\$247
Program Manager I	\$203	Plan Check Engineer	\$204	LANDSCAPE ARCHITECTURE	
Program Manager II	\$215	Supervising Plan Check Engineer	\$206	Assistant Landscape Architect	\$157
Program Manager III	\$235	Principal Project Manager	\$247	Associate Landscape Architect	\$181
Assistant Engineer I	\$146	Deputy Director	\$255	Senior Landscape Architect	\$199
Assistant Engineer II	\$160	Director	\$261	Principal Landscape Architect	\$211
Assistant Engineer III	\$169	PLANNING		Principal Project Manager	\$247
Assistant Engineer IV	\$180	CDBG Technician	\$88	ADMINISTRATIVE	
Associate Engineer I	\$189	CDBG Specialists	\$106	Administrative Assistant I	\$102
Associate Engineer II	\$198	CDBG Analyst	\$125	Administrative Assistant II	\$123
Associate Engineer III	\$202	CDBG Coordinator	\$156	Administrative Assistant III	\$144
Senior Engineer I	\$205	CDBG Manager	\$188	Project Accountant I	\$116
Senior Engineer II	\$210	Housing Program Coordinator	\$156	Project Accountant II	\$136
Senior Engineer III	\$213	Planning Technician	\$134	Project Controller I	\$144
Senior Engineer IV	\$217	Assistant Planner	\$167	Project Controller II	\$163
Supervising Engineer	\$226	Associate Planner	\$181		
Traffic Engineer I	\$226	Senior Planner	\$206		
Traffic Engineer II	\$241	Principal Planner	\$215		
City Engineer I	\$241	Planning Manager	\$228		
City Engineer II	\$247	Deputy Director	\$255		
Deputy Director	\$255	Director	\$261		
Director	\$261				
Principal Engineer	\$278				

** 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, 2025 thru June 30, 2026, 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.

Rev V01 03.27.2025



