

**ON-CALL PROFESSIONAL SERVICES AGREEMENT**  
**BETWEEN THE CITY OF RIALTO AND**  
**ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA INC.**

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 Engineering Resources of Southern California Inc, 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:           ERSC Inc  
                                  1861 W. Redlands Blvd  
                                  Redlands, CA 92373  
                                  Attn: John M. Budin  
                                  Tel: (909) 890-1255 x103

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:**

**Engineering Resources of Southern California Inc 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.

## Scope of Services

### Plan Check and Entitlement Augmentation

ERSC has become well-versed in the many nuances that must be observed while processing plans and studies for approval during plan check assignments. Our staff will rely on numerous codes, guidance documents, checklists, and standards to complete each review. This section will summarize the methods used for thorough review of assigned documents.

### Plan Check Reference Material

ERSC staff will reference different guidance materials based on the scope of the assignment (e.g., State Subdivision Map Act, Standard Specifications for Public Works Construction, Americans with Disabilities Act requirements, and the California Building Code).

Private and public improvement plans submitted to ERSC for plan check will be evaluated based on numerous standards and codes. Documents guiding the plan check process include:

- City of Rialto Development Design Standards & Checklists
- City of Rialto Municipal Code
- Rialto Water Services Approved Materials
- State Subdivision Map Act
- Storm Water Management Plan
- San Bernardino County Hydrology Manual
- Preliminary Hydrology Report Guidance
- Model Water Quality Management Plan Guidance
- WQMP Checklist & Forms
- Construction General Permit, MS4 Permit,
- Tentative Map - Presubmittal Checklist
- Trench Resurfacing and Repair
- Traffic Study Guidelines
- City Standard Plans and Drawings
- City General Plan and Specific Plans
- City General and Specific Plan Transportation Elements
- City Encroachment Permit Application Package
- Caltrans Highway Design Manual, Traffic Manual, Standard Specifications
- San Bernardino County Standard Plans
- California Manual of Uniform Traffic Control Devices (CAMUTCD)
- Greenbook Standard Plans and Specifications for Public Works Construction
- California Best Management Practices Handbook for stormwater BMPs
- NPDES Municipal Separate Storm Sewer System (MS4) Permit
- Santa Ana River Region Water Quality Management Plan Guidance & Template
- SWQCB General Permits – Construction, Scrap Metal, Industrial, etc.
- United States Army Corps of Engineers Permit Applications
- Most recent edition of the California Building Code, Residential Code, Plumbing Code, and Electrical Code

### Process Applicable to all Plans/Subdivision Maps/Studies

The items below are incorporated as applicable during the review of any plans, maps, and studies after assignment to ERSC for review.

- Review the initial submittal package for completeness. Items frequently required include a title report, geotechnical report, and conditions of approval.
- Verify ownership, review aerials and photos, and review onsite/adjacent conditions. Verify drawing content, including title block, file number, RCE signature block, benchmark, and proper drafting technique. Verify compliance with Conditions of Approval. Verify general notes and content, construction notes, and quantities. Include project title, a list of utility companies with contact information, vicinity and index map, legal description, APN, site ownership, and addresses as applicable.
- Review engineering design principles, requirements, and industry-standard practices.
- Review special studies to ensure they are conceptually sound and meet City, County, and State Standards.
- Ensure that all plans submitted for the project agree with one another.

### Process for Individual Improvement Plan Checking and Special Study Review

The following is an outline of items that ERSC staff utilize to review specific types of plans, maps, and studies, as well as a list of commonly reviewed documents from our experience with the City. We can elaborate as requested if the evaluation committee members deem our proposal requires expansion on potential other assignments.

#### Rough, Precise, Mass Grading Plans

Verify conformance with geotechnical report; show boundary information, easements, and adjacent lot numbers; show street dimensions, existing utilities, sewer lateral and water meter; reference pad elevations to TTM and surrounding drainage; review and verify perimeter conditions; cross-reference with street and drainage plans and final map; verify compliance with California Building Code for grading and accessibility; verify minimum slope requirements and drainage control at top of slope; verify slopes, top of grate and invert elevations on drains; verify retention basin and BMPs, show building locations/setbacks; show critical elevations; verify conformance with FEMA requirements.

### Street Plans and Alignment Review

Verify design speed, geometrics, and cross-section; show typical section with cross fall and dimensions; verify minimum/maximum street grades and cul-de-sac design; verify structural section (AC/Base); verify bearings, curve data (centerline and curb) and stationing; show stations/elevations at intersections, EC/BC and ECR/BCR; verify "join" elevations extend topography; show saw cut line and feathered paving; provide supplemental cross sections for widening; show driveway approaches and cross gutters; in the profile, show existing/proposed profile at centerline, curb left & right; show stations at begin/end construction, intersection, EC/BC and even stations; show slope, elevations at critical points and grade breaks; show the location, length, and PI for vertical curves; show projection and length of curb returns/verify design; profile "grade to drain" and show elevations.

### Storm Drain Plans

Verify size and design flow per City's Master Plan, if applicable; design per Flood Control standards; verify alignment, geometrics, and stationing; show existing utilities (OH/UG); show catch basins, manholes/junction structures and inlet/outlet structures with details when required; show, obtain, and/or verify drainage easements; show invert elevations at inlet/outlet, structures, and grade breaks; verify design flow and street capacity with hydrology study; show HGL, flow rate, and velocity for main line and lateral; coordinate with hydraulic calculations; verify coordination with regulatory agencies as required. Storm drain plans will be checked against hydrology and hydraulic calculations.

### Water and Recycled Improvement Plans

Location (new tract, ROW or easement); supporting documents (hydraulic models, geotechnical); sheet layout and contents per City requirements; stations and elevations at valves, fittings, manholes, laterals and fire hydrants; show all existing and proposed utilities and appurtenances; detail/callout connection/stub out points; verify depth appropriate for pipe size/location; verify line data; ensure looping provided as applicable; show pavement limits; show location of above and underground features; detail any necessary encasements at walls and medians; show meter/service location, separations, and size; show lot lines and numbers; verify hydrant/manhole/valve spacing, location, joints, sizes; verify DCDA spacing, location, joints, sizes; check elevations, slope, distances, stationing, size, materials, and crossings in profile; verify size per master plan; verify thrust restraint and AR/AV calculations; verify compliance with separation requirements; verify cross-connection requirements.

### Sewer Plans

Verify size per City's master plan; verify minimum velocity and slope requirements; verify minimum lateral slopes; verify compliance with CDPH separation requirements; verify alignment and stationing; show existing utilities (OH/UG); verify minimum cover and maximum manhole spacing; show stations and elevations at manholes, cleanouts and laterals; show easements. Sewer plans shall be coordinated with the City's Sewer Master Plan for design of master plan lines.

### Sewer/Water Feasibility Studies

Review City's master plan; verify tributary area; verify existing pipe size and existing flow; determine proposed pipe size; verify sewer loading and peaking factors; determine/verify EDU's, average daily flow; peak hour dry weather flow, peak hour wet weather flow; review pipe size calculations; verify d/D ratio and minimum velocity requirements; verify downstream pipe capacity.

### Final Parcel and Tract Maps

Verify overall format complies with San Bernardino County map manual; verify conformance with tentative map and conditions of approval; review and verify content of title report, vesting deed, and Schedule B documents; verify content of title sheet and required certificates; verify dedications required by conditions of approval in owners' certificate and acceptance thereof; verify survey procedure including location/description of existing monuments, review and verify closure calculations; basis of bearings, and methods of re-establishing monuments; measured and record bearings, distances and curve data; lots and streets numbered and named, lot width and depth, street dimensions and radii and cul-de-sac and knuckle design; monumentation for streets and lots, centerline intersection, EC/BC and center of cul-de-sac, distinct boundary and lot corners.

### Maps, Survey/Legal Documents

Check to assure compliance with applicable provisions of the State Subdivision Map Act, Land Surveyor's Act, City Municipal Code, Conditions of Approval and other City requirements, and all other applicable state statutes and local ordinances; review of map sheets for centerline control, lot closure calculations, mathematical accuracy, surveyor notes and symbols, monumentation per City Standards, and survey procedures; review of boundary retracement procedures and title reports; review of format statements and certificates; conformance to City's preferred format and layout; review legal description for accuracy and proper acknowledgment of record and easement documents; review and verify closure calculations, review plat for proper identification of R/W, lot lines, easements and location of existing structures and utilities.

### Title Reports

Review title report to confirm that the legal description, ownership, vesting, trustees, and beneficiaries are correctly shown; Review title insurance exceptions to confirm that rights of way and easements are correctly listed and plotted; Verify that applicable rights of way, easements, and mineral rights are correctly listed as signature omissions; Verify that subdivider has requested non-interference letters from public entities and public utility companies.

### Hydrology and Hydraulics Calculations

Verify compliance with Flood Control methods and City requirements; verify design criteria; review and verify critical design values; review and verify model input/output and content of hydrology map; and verify narrative content. For hydraulic calculations, verify mainline, lateral, and catch basin design flow; review and verify model input/output; verify methods of analysis; review design methods

of catch basins, hydraulic structures, and outlet protection; review maximum velocity, junction losses, freeboard and outlet conditions; and verify hydraulic data on storm drain plans.

### Water Quality Management Plans

Verify stormwater management requirements applicable to the project, source control/site design, pollutant controls, and hydromodification management; review performance requirements for source control and site design BMPs, stormwater pollutant control BMPs, and hydromodification management BMPs. For a Standard WQMP, verify project information and ownership, construction stormwater BMPs, post-construction source control BMPs, and post-construction site design BMPs. For Priority Development Projects, verify onsite pollutant control BMPs or combination BMPs, BMP selection process, and BMP sizing necessary to meet stormwater pollutant control standards.

### Special Traffic Studies, Impact Analysis, Scoping Letters

Confirm approval of scoping agreement; verify project characteristics; evaluate traffic forecasts and supporting data; review/verify existing conditions; review future conditions without the project, including intersections and roadway segment analyses; review future conditions with the project including intersections and roadway segments analyses; review the transportation management plan; verify/review study intersections and roadway segments; review traffic forecasting for existing conditions, future growth, ambient growth, and related projects; review/verify future changes to the transportation network; verify methodology; and, verify trip generation and distribution.

### Signing and Striping, Traffic Signal Plans

Review/verification of existing utilities, subsurface and overhead obstructions; construction notes and standard plan references; review pole locations, mast arm lengths; review/evaluate conduit layout and sizing, pull box locations; verify controller location and type, service connection, and pedestal location; review pole and equipment schedule, conductor schedule and phase diagram; verify location of loop detectors or video detection zones; review/verify directional and warning signage, street name signs (illuminated v. non-illuminated); review and verify vehicle storage (queue), striping, pavement markings, and advanced warnings. Review plans against current traffic engineering design standards, guidelines, and practices; City standards for street construction; City's Guidelines for Bicycle Facilities; adhere to the Caltrans Highway Design Manual, Caltrans Traffic Manual, CA MUCTD, and Caltrans Standard Plans and Specifications.

### Engineering Cost Estimates

Verify format adheres to City requirements; verify all information called out for construction is included; check quantities against plan; verify construction notes correspond; verify correct unit costs; ensure contingency included; provide civil engineer's stamp and signature.

### Structural Review (Structures and Walls)

Review Geotechnical report and recommendations; review/verify design methods and assumptions; verify design criteria (i.e., bearing pressure, passive pressure, wind loads); review and verify calculations and factor safety; verify footing dimensions, steel, and grout requirements; verify and evaluate existing/proposed improvements; verify field conditions and constraints; review/evaluate geotechnical data, limits of flooding; review alignment/geometry for compliance with accepted criteria, Caltrans requirements; review design and location/spacing of spread footings/pilings; review design and location of abutments and wing/retaining walls; Evaluate drainage and drainage mitigation.

### Erosion and Sediment Control Plans

Verify plan adheres to City requirements; verify WDID Number; verify perimeter protection; verify inlet protection; check BMPs with CASQA recommendations; verify retention basin and BMPs, show building locations/setbacks perimeter walls and retaining walls; verify stabilized construction entrance; verify equipment staging areas; verify materials storage areas; ensure offsite inlet protection where applicable.

### Stormwater Pollution Prevention Plans

Verify proper format and content; verify QSD certification and legally responsible person; verify SWPPP requirements and content of Notice of Intent; review and verify project information, risk level determination, and non-stormwater discharges; review and evaluate best management practices and BMP inspection & maintenance requirements; review training requirements and responsible parties; review & evaluate monitoring and reporting requirements, sampling, analysis, and QA/QC requirements; review references documents.

### Street Light Plans and Voltage Drop Calculations

Verify conformance with the Standard Specifications for street lights and drafting standards; verify location at intersections, along roadways, and placement within median islands; verify pole spacing and illumination requirements; verify pole height, mast arm length, and luminaire; verify foundation requirements and location, pedestal location, service points and availability of service; verify conduit layout, size, and material; verify circuit design; calculate voltage drop throughout system/circuit.

### Soils Reports and Geotechnical Reports

Review and comment on private project geotechnical and geology reports including but not limited to soil stability, soil composition, liquefaction, compaction, foundations, etc.; review road structural calculations and any trench backfill recommendations; development of geotechnical and geology reports for limited special public projects, as well as peer review of geotechnical and geology reports; prepare review comments and conditions of approval of soils reports in a written format that is acceptable to the City; review responses to review comments provided by the developer's soils engineer; work with developer's soils engineer to resolve issues generated by review comments; attend meetings with the City, developers, builders, engineers, and consultants in a timely manner to resolve issues



generated during the report review process or during construction; review soils reports submitted by the developer's soils engineer for proposed changes during grading; provide technical support to the City for geotechnical engineering and geologic related issues on an as-needed basis; provide grading inspection services on an as-needed basis to ensure compliance with City approved plans and standards.

### Project Review Schedule

The City of Rialto prides itself on the punctuality of its plan check process. ERSC understands that many projects are of utmost importance to stakeholders and, often, the City. We are ready and able to meet the City's advertised schedule as outlined below.

Submittal	Standard Plan Review	Plan Submittal
1st Submittal	4 Weeks	Electronic/Review Schedule Will Begin at Pickup
2nd Submittal	3 Weeks	
3rd Submittal	2 Weeks	
Subsequent Submittals	1 Week	

For expedited project review, the following schedule will apply.

Expedited Plan Review	Plan Receipt	Expediting Fee
50% of Standard Plan Review	As soon as possible/Electronic	150% of Standard Fee

## Construction Inspection

At ERSC, our approach to construction inspection prioritizes safeguarding the City's interests while minimizing the burden on its staff. Acting as an extension of the City's team, we ensure that projects adhere strictly to contract requirements and current standards. Our inspectors are engaged directly in the field, emphasizing thorough inspection over remote oversight. This hands-on involvement supports project compliance and timely issue resolution while promoting productive collaboration with contractors.

### Construction Inspection

ERSC's selected Inspector will perform observation and inspection during the entirety of the project.

#### Inspection Reports

ERSC's Inspector will maintain detailed daily reports of work items. Inspection reports will include weather, traffic control measures, labor, equipment, materials, quantities, correspondence, and any issues observed. The inspection reports will also integrate the daily project photos. Additionally, the reports will include any tickets from material delivery to ensure accurate cost accounting when payment is requested. The Inspector will monitor the Contractor's daily labor force for compliance with state & federal labor laws.

#### Safety

Monitor site safety continuously during the project. Site safety, labor safety, and public safety are all considerations during construction project inspections.

#### Meetings

The Inspector will attend the Pre-Construction Meeting and meet bi-weekly with City staff and the Contractor to update the project status and schedule.

#### Project Photos

Prior to commencing construction, ERSC will take video and digital photos of the project site, indicating the original status of the work sites. As part of the inspection, photographs will be taken to document the work areas prior to, during, and at the end of each work day.

#### Quality Assurance

Provide quality assurance in achieving conformance with the contract plans and specifications. The Inspector's tablet will be equipped with a digital set of plans and specifications for easy access in the field.

#### Traffic Control

Field verification of traffic control procedures and consistency

with approved Traffic Control Plan.

#### Outside Agency Coordination

Coordinate with local agencies, stakeholders, and private utilities to ensure progress of construction activities.

#### Project Schedule

Monitor project schedule to ensure work is completed promptly. Major project milestones will be continuously monitored, and the schedule will be monitored and modified as necessary to account for weather delays or other unforeseen circumstances.

#### Measurements and Materials

ERSC's Inspector will document work completed by the Contractor and collect material delivery information. Measurements can include area, volume, weight, length, individual quantities, and other units depending on the construction item.

#### Materials Testing

Maintain regular communication with materials testing and other construction consultants. ERSC Inspectors will regularly coordinate any testing necessary at different project stages.

#### Progress Payments

ERSC's Inspector will assist the construction manager with monthly pay estimates and utilize load tickets, testing results, and inspection reports to reconcile pay requests.

#### Final Punchlist

A full inspection will be conducted upon completion of work, and a punch list of deficiencies will be generated and distributed to the Contractor and City. As part of the punch list, ERSC's Inspector will issue a schedule to complete the items included. ERSC will re-inspect the repair or re-work and provide recommendations for acceptance when full compliance is achieved.

### Record Drawings

ERSC's Inspector will maintain a set of record drawings that reflect conditions encountered and constructed in the field. These drawings will be submitted to the Construction Manager upon substantial project completion.

### Project Closeout

Coordinate project closeout activities, including Notice of

Completion, release of retention, warranty walk, delivering archived documents, and assisting with staff reports as needed.

### Representation

Acting as a representative of the City, ERSC's Inspector will receive and guide site visitors, including representatives of other agencies or the public.

## Specific Duties and Tasks

The following technical duties will be performed as needed on the different facilities under construction as project needs dictate:

### Paving and Street Improvements

Inspect traffic control setup, closures, and flagging per approved plans. Verify utility markings and layout to avoid conflicts. Monitor removal of existing materials, subgrade preparation, and compaction. Ensure proper installation and compaction of base materials. Confirm asphalt mix, temperature, placement, and compaction meet specifications. Inspect concrete forms, reinforcement, mix, and finish for curbs, gutters, and sidewalks. Check slopes and drainage flowlines, utility adjustments to new grades, signage, and striping. Conduct final walkthrough, smoothness checks, ADA compliance, and review as-built documentation.

### Traffic Signal Improvements

Verify foundation excavation depth, formwork, concrete mix, placement, and curing. Confirm conduit placement, junction boxes, sealing, and electrical coordination. Inspect poles, mast arms, signal heads, visors, and pedestrian push buttons. Test wiring continuity, grounding, surge protection, and equipment fit. Confirm controller setup, phasing, sequencing, and functional operation. Test vehicle and pedestrian detection systems. Verify signal visibility, clearance, interconnects, and backup power systems. Conduct full operational testing under various traffic conditions.

### Pipeline Projects (Water, Sewer, Storm Drain)

Verify conformance of delivered pipe and fittings to approved submittals. Ensure utility locates, traffic control, trench safety, and protection measures are in place. Monitor proper pipe laying, joint assembly, bedding, and alignment per plans. Check backfill and compaction in lifts. Witness pressure, leakage, and mandrel tests as required. Confirm that all disturbed surfaces and infrastructure are restored per pre-construction conditions. Provide punch list and follow-up inspections until completion.

### In-Plant Inspections (Treatment Plants, Booster Stations, Wells, Lift Stations)

**Civil:** Confirm shoring, subgrade prep, compaction, pipe/conduit layout, testing, and material compliance.

**Structural:** Inspect reinforcement, formwork, embedded items, concrete placement and testing, masonry block, grouting, and roof framing.

**Mechanical:** Verify installation of piping, valves, supports, appurtenances, field welding, equipment anchoring, protective coatings, and access clearances.

**Electrical:** Monitor conduit and conductor installation, grounding, testing, instrumentation, SCADA connections, and perform startup and system verification.

### Civil Work

Verify shoring for below-grade facilities per approved plans and Cal/OSHA standards. Confirm over-excavation and compaction follow geotechnical recommendations; check subgrades and finish grades against plans. Inspect reinforcing steel size, spacing, and clearances for site concrete work. Check pipe and conduit material, size, and layout (horizontal and vertical). Ensure materials (aggregate, pavement, concrete) meet submittals; test concrete as required. Maintain access to existing facilities during construction if needed.

### Structural Work

Confirm shoring for below-grade structures per approved plan and Cal/OSHA. Inspect reinforcing steel size, spacing, lap splices, and clearances for all concrete structures. Verify trim steel placement at openings and discontinuities. Confirm layout, size, and support of embedded items. Ensure all electrical conduits are placed before concrete pours.

### Permit/Environmental Compliance

Review SWPPP and WQMP documents and confirm BMP installations. Monitor daily erosion control and stormwater practices. Ensure contractor compliance with SMARTS documentation, NPDES requirements, and perform formal QSP inspections. Recommend corrective actions for deficient BMPs and assist with quarterly reports and permit closeout.

**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**



# HOURLY RATE SCHEDULE

## On-Call Professional Engineering Plan Checking Services

Submitted: June 3, 2025





1861 W. Redlands Blvd. | Redlands, CA 92373  
(909) 890-1255 | [info@erscinc.com](mailto:info@erscinc.com) | [www.erscinc.com](http://www.erscinc.com)

June 3, 2025

City of Rialto  
150 S. Palm Avenue  
Rialto, CA 92376  
Attn: Art Cervantes

**Local Office:**  
1861 W. Redlands Blvd.  
Redlands, CA 92373  
(909) 890-1255, [info@erscinc.com](mailto:info@erscinc.com)

**Evaluation Period Contact:**  
John M. Brudin, PE  
Project Manager  
(909) 890-1255 x103  
[mbrudin@erscinc.com](mailto:mbrudin@erscinc.com)

RE: COST PROPOSAL - On-Call Professional Engineering Plan Checking Services

Dear Mr. Cervantes & Members of the Selection Committee,

Engineering Resources of Southern California (ERSC) is pleased to have the opportunity to submit our fees to the City of Rialto (City) as a qualified, experienced consultant to provide On-Call Professional Engineering Plan Checking Services.

The ERSC Team's Hourly Rates and Fees are included herein for the City's consideration as requested by the RFP. The enclosed rates will be used for the initial contract period and are anticipated to increase on an annual basis as noted in the RFP.

Regarding Plan Check assignments, ERSC is accustomed to working within a fixed fee structure in the City of Rialto. ERSC affirms that the current fixed fee structure is acceptable to our team with the arrangement of adjustments on an annual basis. ERSC has also included the current fee structure for reference in the case that the City may prefer to continue working within this structure.

We look forward to the opportunity to continue working with the City and thank you for the opportunity to submit a proposal. If you have any questions or require additional information, please contact me at [mbrudin@erscinc.com](mailto:mbrudin@erscinc.com) or 909/890-1255 x103. This proposal is valid for a term of 180 days from the date of submittal. I am authorized to bind the firm in a potential agreement with the City.

Respectfully submitted,

A handwritten signature in blue ink, appearing to be "J. Brudin", written over a horizontal line.

John M. Brudin, PE  
President

## Professional Staff

President .....	\$320.00
Vice President.....	\$275.00
Sr. Principal Engineer.....	\$270.00
Principal Engineer.....	\$240.00
Assistant Principal Engineer .....	\$225.00
Engineer V .....	\$205.00
Engineer IV .....	\$185.00
Engineer III .....	\$170.00
Engineer II .....	\$155.00
Engineer I .....	\$135.00

## Engineering Staff

Principal Engineering Associate.....	\$220.00
Senior Engineering Associate .....	\$200.00
Engineering Associate V .....	\$175.00
Engineering Associate IV .....	\$150.00
Engineering Associate III.....	\$140.00
Engineering Associate II.....	\$125.00
Engineering Associate I.....	\$120.00
Engineering Aide II .....	\$70.00
Engineering Aide I .....	\$65.00

## Survey Staff and Services

Principal Surveyor.....	\$225.00
Senior Surveyor .....	\$185.00
Surveyor III .....	\$150.00
Surveyor II .....	\$130.00
Surveyor I .....	\$110.00
2-Man Survey Crew (Std Equipment/Truck) .....	\$320.00
1-Man Survey Crew (Std Equipment/Truck) .....	\$250.00
3rd Man on Survey Crew .....	\$140.00

## Construction Support Staff

Construction Manager.....	\$225.00
Chief Construction Inspector .....	\$160.00
Sr. Construction Inspector .....	\$150.00
Construction Inspector .....	\$140.00
Inspector Overtime (Hours 8-12/Saturdays) .....	\$200.00
Inspector Overtime (Hours 12+/Sundays) .....	\$235.00

## Administrative Staff

Operations Manager .....	\$125.00
Operations Specialist.....	\$105.00
Administrative Assistant II .....	\$95.00
Administrative Assistant I .....	\$85.00

## Other Direct Expenses

Vehicle Mileage .....	\$0.70/Mile
Subconsultant.....	Cost + 20%
Reimbursable Expenses/Charges .....	Cost + 15%
Forensic Analysis .....	Standard Rate X 2
Expert Witness .....	Standard Rate X 3

NOTE: All rates hereon are subject to automatic increase upon July 1st of each year. Rates will be adjusted by the percent increase in California Consumer Price Index-All Urban Consumers for the twelve-month period ending February as calculated by the California Department of Industrial Relations (CADIR) California Consumer Price Index Calculator. Prevailing Wage Rates are dictated by the CADIR. All classifications which are subject to Prevailing Wages will be adjusted when revised determinations are published by the CADIR.

Unless otherwise established by contractual agreement, payment is due and payable upon receipt. Payment is considered delinquent if not paid within 30 days of invoice date. If payment is not completed within agreed terms, Client agrees to pay a service charge on the amount past due at the rate of 1.5% per month (18% per annum).



Plan/Study Type	Current Fee	Unit	Modifier	Modifier Unit	Fast Track Fee
<b>SUBDIVISION MAPS</b>					
TRACT MAP	\$3,000.00	Sheet	\$100	Per Lot	150%
PARCEL MAP	\$1,250.00	Sheet			150%
<b>LEGAL DOCUMENTS AND MAPS</b>					
LOT LINE ADJUSTMENT	\$2,250.00	Each			150%
PARCEL/LOT MERGER	\$2,250.00	Each			150%
R.O.W. EASEMENTS AND DEDICATIONS	\$1,250.00	Each			150%
R.O.W. EASEMENTS AND VACATION	\$1,250.00	Each			150%
PUBLIC EASEMENTS	\$1,250.00	Each			150%
ANNEXATION TO MAINT. DISTRICT	\$850.00	Each			150%
<b>IMPROVEMENT PLANS</b>					
PRECISE GRAD. PLAN/PAVING PLAN	\$1,300.00	Sheet			150%
ROUGH GRADE PLANS	\$1,100.00	Sheet			150%
STREET PLANS	\$800.00	Sheet			150%
SEWER PLANS	\$800.00	Sheet			150%
WATER PLANS	\$800.00	Sheet			150%
STORM DRAIN PLANS	\$800.00	Sheet			150%
TRAFFIC SIGNAL	\$1,250.00	Sheet			150%
SIGNING/STRIPING	\$800.00	Sheet			150%
STREET LIGHTING/ELECTRICAL PLAN	\$800.00	Sheet			150%
LANDSCAPE AND IRRIGATION PLANS	\$800.00	Sheet			150%
<b>HYDROLOGY STUDIES (PRELIMINARY)</b>					
NO OFFSITE TRIBUTARY AREA	\$1,250.00	Each			150%
TRIBUTARY AREA < 10 ACRES	\$1,950.00	Each			150%
TRIBUTARY AREA 10 - 100 ACRES	\$2,500.00	Each			150%
TRIBUTARY AREA > 100 ACRES	\$3,250.00	Each			150%
<b>HYDROLOGY STUDIES (FINAL)</b>					
PARCEL SIZE < 1 ACRE	\$1,750.00	Each			150%
PARCEL SIZE 1 - 5 ACRES	\$2,250.00	Each			150%
PARCEL SIZE > 5 ACRES	\$3,350.00	Each			150%
<b>TRAFFIC STUDIES</b>					
TRAFFIC EXEMPT LETTER	\$650.00	Each			150%
FOCUSED TRAFFIC STUDY	\$2,550.00	Each			150%
HORIZON LEVEL TRAFFIC STUDY (5-MILE RADIUS)	\$3,850.00	Each			150%
SEWER STUDY	\$2,150.00	Each			150%
<b>WQMP</b>					
PARCEL SIZE <1 ACRE	\$1,950.00	Each			150%
PARCEL SIZE 1 - 5 ACRES	\$2,850.00	Each			150%
PARCEL > 5 ACRES	\$3,750.00	Each			150%



Engineering Resources of Southern California

SEMON HABIB, RCE No. 83156  
CITY ENGINEER  
CITY OF LAKE ELSINORE