



**CITY OF INDIAN WELLS
SHORT-FORM SERVICES AGREEMENT
(\$25,000 OR LESS)**

07900

1. **PARTIES AND DATE.** This Agreement is made and entered into this **1st** day of **September, 2015**, (“Effective Date”) by and between the **City of Indian Wells**, a Municipal Corporation and Charter City organized under the Constitution and laws of the State of California with its principal place of business at 44-950 Eldorado Drive, Indian Wells, California 92210-7497 (“City”) and **Willdan**, a California Corporation with its principal place of business at **650 E. Hospitality Lane, Suite 250, San Bernardino, CA 92408-3317** (“Vendor”). City and Vendor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.
2. **TERMS AND CONDITIONS.** The Parties shall comply with the terms and conditions in the attached Exhibit “A”.
3. **SCOPE AND SCHEDULE OF SERVICES.** Vendor shall provide to City **On-call Building Inspection Services and Plan Check** services described in accordance with the schedule set forth in Exhibit “B”.
4. **TERM.** The term of this Agreement shall be from **September 1, 2015** to **June 30, 2020**, unless earlier terminated as set forth in the attached Terms and Conditions. This Agreement may not extend beyond a period of five (5) years, unless under the City’s Fiscal Policies and Procedures this Agreement is exempt from the five (5) year limitation.
5. **COMPENSATION.** Vendor shall receive compensation for services rendered under this Agreement at the rates and schedule set forth in the attached Exhibit “C” but in no event shall Vendor’s compensation exceed **Fifteen Thousand Dollars (\$15,000)** per fiscal year (July 1 to June 30) without written amendment.
6. **INSURANCE.** In accordance with Section 4 of Exhibit “A”, Vendor shall, at its expense, procure and maintain for the duration of the Agreement such insurance policies as checked below and provide proof of such insurance policies to the City. **Vendor shall obtain policy endorsements on Commercial General Liability Insurance that name Additional Insureds as follows: The City of Indian Wells and its Officials, Officers, Employees, Agents and Volunteers are additional insured.**

Commercial General Liability Insurance:

- \$1,000,000 per occurrence/\$2,000,000 aggregate.
- \$2,000,000 per occurrence/\$4,000,000 aggregate.

Automobile Liability:

- \$1,000,000 combined single limit for bodily injury and property damage.

Workers’ Compensation:

- Statutory Limits / Employer’s Liability \$1,000,000 per accident or disease and a waiver of subrogation in favor of the City.

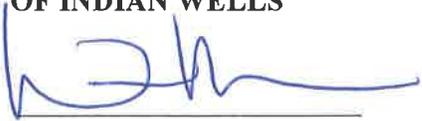
Professional Liability (Errors and Omissions):

Errors and Omissions liability insurance with a limit of not less than \$1,000,000 per claim/\$2,000,000 annual aggregate.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on the day and year first above written.

CITY OF INDIAN WELLS

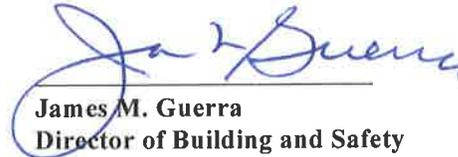
By:



Warren Morelion, AICP
Community Development Director

WILLDAN

By:



James M. Guerra
Director of Building and Safety

Required for over \$5,000:

By:



Wade G. McKinney
City Manager

By:



David Hunt
Sr. Vice President

EXHIBIT "A"
TERMS AND CONDITIONS

1. Compensation. Vendor shall be paid on a time and materials or lump sum basis, as may be set forth in Exhibit "C", within 30 days of completion of the Work and approval by the City.

2. Compliance with Law. Vendor shall comply with all applicable laws and regulations of the federal, state and local government. Vendor shall assist the City, as requested, in obtaining and maintaining all permits required of Vendor by Federal, State and local regulatory agencies. Vendor is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled as a result of his or her Work.

3. Standard of Care. The Vendor shall perform the Work in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession practicing under similar conditions.

4. Insurance. The Vendor shall take out and maintain, during the performance of all work under this Agreement: A. Commercial General Liability Insurance in the amounts specified in Section 6 of the Agreement for bodily injury, personal injury and property damage, at least as broad as Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001), and if no amount is selected in Section 6 of the Agreement, the amounts shall be \$1,000,000 per occurrence/\$2,000,000 aggregate; B. Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, of at least \$1,000,000 per accident for bodily injury and property damage, at least as broad as Insurance Services Office Form Number CA 0001 (ed. 6/92) covering automobile liability, Code I (any auto); C. Workers' Compensation in compliance with applicable statutory requirements and Employer's Liability Coverage of at least \$1,000,000 per accident or disease. Vendor shall also submit to the City a waiver of subrogation endorsement in favor of the City; and D. Professional Liability (Errors and Omissions) coverage, if checked in section 6 of the Agreement, with a limit not less than \$1,000,000 per claim and \$2,000,000 annual aggregate and which shall be endorsed to include contractual liability. Insurance carriers shall be authorized by the Department of Insurance, State of California, to do business in California and maintain an agent for process within the state. Such insurance carrier shall have not less than an "A"; "Class VII" according to the latest Best Key Rating unless otherwise approved by the City.

5. Indemnification. The Vendor shall indemnify and hold harmless the City, its Council, members of the Council, agents and employees of the City (collectively "Indemnitees"), against any and all claims, liabilities, expenses or damages, including responsible attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, or any claim of the Vendor or subcontractor for wages or benefits which arise in connection with the performance of this Agreement, except to the extent caused or resulting from the

negligence or misconduct of the City, its Council, members of the Council, agents and employees of the City. The foregoing indemnity includes, but is not limited to, the cost of prosecuting or defending such action with legal counsel acceptable to the City and the City's attorneys' fees incurred in such an action.

With respect to claims arising from Vendor's professional conduct, Vendor shall hold harmless, defend and indemnify Indemnitees from and against all claims, expenses, losses or damages resulting from, relating to or pertaining to Vendor's negligence, recklessness or willful misconduct.

6. Laws and Venue. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Riverside, State of California.

7. Termination. The City may terminate or abandon any portion or all of the Work by giving 10 calendar days written notice to Vendor. In such event, the City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for the Work. The City shall pay Vendor the reasonable value of any portion of the Work completed prior to termination. The City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Vendor shall not be entitled to payment for unperformed Work, and shall not be entitled to damages or compensation for termination of work. Vendor may terminate its obligation to provide further Work under this Agreement upon 30 calendar days' written notice to the City only in the event of City's failure to perform in accordance with the terms of this Agreement through no fault of Vendor.

8. Agreement Terms. Nothing herein shall be construed to give any rights or benefits to anyone other than the City and the Vendor. The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid or illegal. Notice may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to the parties to the addresses set forth in the Agreement. Vendor shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Vendor is retained as an independent contractor and is not an employee of the City. No employee or agent of Vendor shall become an employee of the City. The individuals signing this Agreement represent that they have the authority to sign on behalf of the Parties and bind the Parties to this Agreement. This is an integrated Agreement representing the entire understanding of the parties as to those matters contained herein, and supersedes and cancels any prior oral or written understanding or representations with respect to matters covered hereunder. This Agreement may not be modified or altered except in writing signed by both parties hereto.

EXHIBIT "B"

SCOPE AND SCHEDULE OF SERVICES

BUILDING PLAN REVIEW SERVICES

Willdan's experience and strength in building and safety encompasses the complete range of technical disciplines, that is, structural engineering plan check, fire-life safety, electrical, plumbing and mechanical codes, the Title 24 codes, as well as local amendments to the adopted codes. We have extensive experience with the California Green Building Standards Code. Willdan staff attends classes and seminars on a regular basis to maintain an up-to-date comprehension of all code requirements at no expense to our clients.

All building plans will be examined for compliance with the adopted version of the California Building Code, California Residential Code, Green Building Standards Code, California Mechanical Code, California Plumbing Code, California Electrical Code, and the Accessibility, Noise and Energy Conservation requirements as mandated by State Title 24 and all applicable City Ordinances. Plan review for Disabled Access Compliance will include a review of precise grading plans.

All plan check will include compliance with code requirements as well as an overview of the application package for other applicable requirements such as approvals from other local agencies and districts and coordination with other City departments. All plan review will comply with the City's directives, codes and policies.

ELECTRONIC PLAN REVIEW

Willdan has the ability to provide plan review services electronically, **at no additional cost to the City or applicants**. No additional computer software or hardware is required, only an Internet connection is necessary. Services are provided at the request of the applicant or the agency we serve. Submittals are accepted in PDF format. Willdan will review plans and can transmit the electronic redlined plans back to the applicant or designer as directed, electronically along with the plan review comment sheet.

INSPECTION SERVICES

Our inspectors are ICC certified and fully experienced to perform residential, commercial and industrial inspections for compliance to the approved plans and related documents. The inspections will be performed in accordance with the City's adopted version of the California Building Code, California Residential Code, Green Building Standards Code, California Mechanical Code, California Plumbing Code, California Electrical Code, and the State and Federal regulations for Accessibility, Noise and Energy Conservation, California Fire Code and provisions of Title 19 and NFPA.

Inspection staff will be available to meet with City staff, builders, developers, and citizens to provide assistance and resolve any inspection issues that may arise. Inspectors shall attend and participate in required meetings with other City inspection and plan review staff, property owners, contractors and/or design professionals.

Inspectors will review the permit package to verify that the on-site condition is consistent with the appropriate records for square footage, setbacks, heights, and other requirements that may be applicable. Inspectors will comply with the City's procedures for reporting inspection results, use City inspection correction forms, make appropriate entries onto the permit documents, and follow City procedures prior to finalizing a building permit.

Willdan will verify that all inspection records, including daily records of what was inspected which will be recorded on the job card, and permit copy entered into the City's Building and Safety computer system. We will employ such techniques as necessary to minimize delays to builders and provide helpful advice and counsel to builders, owners, engineers and architects as to enhance the orderly flow of the construction process, yet maintaining an effective level of enforcement. Inspectors shall ensure that any construction changes are documented and approved by appropriate City staff.

CASp SERVICES

Willdan can provide CASp certified inspectors to the City as required by **Senate Bill No. 1608**, specifically **CHAPTER 549** which reads as follows:

(d) (1) Commencing July 1, 2010, a local agency shall employ or retain at least one building inspector who is a certified access specialist. The certified access specialist shall provide consultation to the local agency, permit applicants, and members of the public on compliance with state construction-related accessibility standards with respect to inspections of a place of public accommodation that relate to permitting, plan checks, or new construction, including, but not limited to, inspections relating to tenant improvements that may impact access. If a local agency employs or retains two or more certified access specialists to comply with this subdivision, at least one-half of the certified access specialists shall be building inspectors who are certified access specialists.

EXHIBIT "C"
COMPENSATION FOR SERVICES

FEE SCHEDULE

| SERVICE PROVIDED | HOURLY RATE |
|-------------------------|--------------------|
| Plan Review Services | \$130 |
| Inspection Services | \$ 95 |