



## CONTRACT FOR PROFESSIONAL SERVICES

This Contract is made and entered into this 3<sup>rd</sup> day of March 2021, by and between WILLDAN ENGINEERING ("Willdan"), a California corporation, and the Town of McCordsville, ("Client").

Recital: Client desires to employ Willdan to furnish certain professional services in connection with the Building Department Plan Review and Inspection, (the "Project"). NOW, THEREFORE, in consideration of the mutual promises, the receipt and adequacy of which is hereby acknowledged and contained, the parties hereto agree as follows:

1. Services. Willdan shall provide professional services and advice on various issues affecting the decision of the Client described in detail in Exhibit "A", Description of Services, attached hereto and incorporated herein by this reference.

2. Compensation. Willdan shall be compensated, including reimbursements, for services rendered under Section 1, in accordance with the terms and conditions indicated in Exhibit "B," Compensation. Willdan may submit monthly statements for basic and additional services rendered. It is intended that payments to Willdan will be made by Client within thirty (30) days of invoice.

3. Indemnification. Each party hereto agrees to save, keep, and hold harmless the other party hereto from all damages, costs, or expenses in law and equity including costs of suit to the extent resulting from its own negligent acts, errors, omissions, recklessness or willful misconduct. Neither party shall be required to defend the other party from any such claims, it being the intent of the parties that they shall each be responsible for the defense of its own negligence.

4. Hazardous Materials. Client acknowledges that Willdan's scope of services for this project does not include any work related in any way to asbestos and/or hazardous waste. Should Willdan or any other party encounter such materials on the job site, or should it in any other way become known that such materials are present or may be present on the job site or any adjacent or nearby areas which may affect Willdan's work, Willdan may, at its option, terminate work on the project until such time as Client retains a specialist contractor to abate and/or remove the asbestos and/or hazardous waste materials and warrant that the job site is free from any hazard which may result from the existence of such materials.

5. Insurance. Willdan shall obtain and shall require any subcontractors to obtain insurance of the types and in the amounts described below and satisfactory to the Authority.

A. Commercial General Liability Insurance. Willdan shall maintain occurrence version commercial general liability insurance or equivalent form with a combined single limit of not less than \$1,000,000 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Contract or be no less than two times the occurrence limit. Such insurance shall:

1) Name the Client, its officials, officers, employees and agents as additional insureds with respect to performance of Services. Such insured status shall contain no special limitations on the scope of its protection to the above-listed insureds.

2) Be primary with respect to any insurance or self-insurance programs covering the Client, its officials, officers, employees, agents, and consultants.

3) Contain standard separation of insureds provisions.

B. Business Automobile Liability Insurance. Willdan shall maintain business automobile liability insurance or equivalent form with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles and shall name Client as additional insureds; be primary with respect to any insurance; and contain standard separation of insureds provisions.

C. Workers' Compensation Insurance. Willdan shall maintain workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than \$1,000,000 per accident at any times during the term of this Contract during which Willdan may retain employees.

D. Certificates/Insurer Rating/Cancellation Notice.

1) Willdan shall, prior to commencement of the Services, furnish to the Authority properly executed certificates of insurance, and certified copies of endorsements, and policies if requested by the Authority, which shall clearly evidence all insurance required in this Section. Willdan shall not allow such insurance to be canceled or allowed to expire except on 30 days' prior to written notice to the Authority.

2) Willdan shall maintain such insurance from the time the Services commence until the Services are completed, except as may be otherwise required by this Section.

3) Willdan shall place insurance with insurers with a current A.M. Best's Rating no less than A:VIII licensed to do business in New York.

4) Willdan shall replace certificates, policies and endorsements for any insurance expiring prior to completion of the Services.

6. Independent Contractor Status. Willdan shall be an independent contractor and shall have responsibility for and control over the details and means of providing the services under this Contract.

7. Ownership and Maintenance of Documents. All materials and data, including data on magnetic media, prepared by Willdan under this Contract shall become the property of the Client upon the completion of the services of this Contract for each project, except that Willdan shall have the right to retain copies of all such documents and data for its records. The Client shall not be limited in any way in their use of such data at any time, provided that any such use not within the purposes intended by this Contract shall be at the Client's sole risk and provided that Willdan shall be indemnified and defended against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Contract. Should Willdan, either during or following termination of this Contract, desire to use any materials prepared in connection with this Agreement, it shall first obtain the written approval of the Client.

Willdan's records, documents, calculations, test information, and all other instruments of service shall be kept on file in legible form for a period of not less than three years after completion of the services covered in this Contract.

8. Suspension of Work. Client may, at any time, by fifteen (15) days written notice, suspend further performance by Willdan. All suspensions shall extend the time schedule for

performance in a mutually satisfactory manner and Willdan shall be paid for all services performed and reimbursable expenses incurred prior to the suspensions date.

9. Termination. Either party may terminate this Contract at any time by giving fifteen (15) days written notice to the other party of such termination. If this Contract is terminated as provided herein, Willdan will be compensated, including reimbursement, for the services actually performed at the agreed Rates.

10. Compliance with Law. Each party will use reasonable care to comply with applicable laws in effect at the time the services are performed which to the best of their knowledge, information and belief apply to their respective obligations under this Contract.

11. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties, but it shall not be assigned by either party without written consent of the other party.

12. Attorneys Fees. If either party commences an action against the other party arising out of or in connection with this Contract, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and costs of suits.

13. Dispute Resolution. If a dispute arises between the parties relating to this Contract, the parties agree to use the following procedure prior to either party pursuing other available remedies:

A. A meeting shall be held promptly between the parties, attended by individuals with decision-making authority, to attempt in good faith to negotiate a settlement of the dispute.

B. If unsuccessful, the parties should seek a mutually acceptable mediator to mediate the dispute within the next 45 days.

C. If A and B have failed, the dispute shall be litigated in Hancock County Court and under Indiana Law.

14. Records. Willdan shall maintain complete and accurate records with respect to costs incurred under this Contract. All such records shall be clearly identifiable. Willdan shall allow a representative of the Client during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Contract. Willdan shall allow inspection of all work, data, documents, proceedings, and activities related to the Contract for a period of three (3) years from the date of final payment under this Contract.

15. Insolvency of Client. Willdan shall be entitled to immediately, and without notice, suspend the performance of any and all of its obligations pursuant to this Contract if Client files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary bankruptcy petition filed against Client in the United States Bankruptcy Court, and that petition is not dismissed within fifteen (15) days of its filing. Any suspension of services made pursuant to the provisions of this paragraph shall continue until such time as this Contract has been fully and properly assumed in accordance with the applicable provisions of the United States Bankruptcy Code and in compliance with the final order or judgment issued by the Bankruptcy Court.

16. Miscellaneous Provisions. This Contract is subject to the following special provisions:

A. The titles used in this Contract are for general reference only and are not a part of the Contract.

B. This Contract shall be interpreted as though prepared by both parties.

C. Any provision of this Contract held to violate any law shall be deemed void, and all remaining provisions shall continue in full force and effect.



D. This Contract comprises a final and complete repository of the understandings between the parties and supersedes all prior or contemporary communications, representations or agreements, whether oral or written, relating to the subject matter of this Contract.

E. Any notices given pursuant to this Contract shall be effective on the third business day after posting by first class mail, postage prepaid, to the address appearing immediately after the signatures below.

F. Client agrees that in accordance with generally accepted construction practices, construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours.

G. Willdan shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals, and building permits.

H. Waiver by either of any term, condition, or covenant, or breach of any term, condition, or covenant, shall not constitute the waiver of any subsequent breach of any other term, condition or covenant.

IN WITNESS WHEREOF, the parties hereto have executed the Contract on the day first hereinabove written.

**Willdan**

**Town of McCordsville**

By: 

**Patrick Johnson, PE**  
**Director of Building and Safety**

By: \_\_\_\_\_



**EXHIBIT "A"**  
**DESCRIPTION OF SERVICES**

### **Building Plan Review**

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 Town departments. All plan review will comply with the Town's directives, codes and policies.

Plan check will include a review of any or all of the following design elements as determined by the Town:

- |                           |  |
|---------------------------|--|
| ▪ <b>Architectural</b>    | ▪ <b>Electrical</b>                        |
| ▪ <b>Fire/Life-safety</b> | ▪ <b>Energy Conservation Regulations</b>   |
| ▪ <b>Plumbing</b>         | ▪ <b>Disabled Access Regulations (IBC)</b> |
| ▪ <b>Mechanical</b>       | ▪ <b>Green Building Standards</b>          |
| ▪ <b>Structural</b>       |  |

Willdan will provide two complete typewritten plan check letters which outline the documents reviewed, instructions to the applicant regarding the processing of documents, and a listing of plan check comments. The plan check comments will refer to appropriate sheets, details or calculation pages and the code section of concern. Comments shall specify the apparent code violation.

**Willdan staff will provide delivery service at no additional cost to the Town.** We will supply the Town with plan bags and shipping labels as well as Willdan's FedEx and GSO account numbers.

**Plan review status can be accessed 24 hours a day** by going to our website, Willdan.com, (<http://willdan.com/new/clientLinks.aspx#planreview>) and entering either the plan check/permit number, or the project site address. This service is provided for applicants, designers, engineers, and Town staff.

Our plan checkers will schedule meetings during work hours to discuss and clarify plan check issues with designers, owners and contractors. Resolutions of code issues may also be accomplished by telephone and/or email as well as scheduled meetings prior to resubmitting corrected plans and documents. We will respond to inquiries from applicants within one day.

### **Turn-Around Schedule**

This schedule is applicable for all types of construction and can be adjusted to serve the in the most efficient manner. **Expedited plan check will be provided at the request of the Town.**

<b>TYPE OF PROJECT</b>	<b>INITIAL REVIEW</b>	<b>SUBSEQUENT REVIEWS</b>
<i>Multi-Family Residential/Large Commercial</i>	8-10 working days	5-8 working days
<i>Single-Family Residential/Light Commercial/TI</i>	8-10 working days	3-5 working days

### **Electronic Plan Review**

Willdan has long had the ability to provide plan review services electronically, at no additional cost to the Town or applicants. The many advantages of our “tree-saving” electronic plan review process includes the elimination of the need for additional computer software or hardware—only an Internet connection is necessary. Electronic plan review services are provided at the request of the applicant or the agency we serve. Submittals are accepted in PDF format and reviewed in Bluebeam. Willdan will review plans and has the ability to transmit the redlined plans back to the applicant or designer via the website, along with the plan review comment sheet.

This service allows for on-line collaboration between the Town, designer and plans examiner to facilitate a complete understanding of plan review comments and can reduce shipping, printing and timelines for plan review processing for the applicant.

### **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 Town’s adopted version of the Indiana Building Code, Indiana Residential Code, Indiana Mechanical Code, Indiana Plumbing Code, Indiana Electrical Code, and the State and Federal regulations for Accessibility, Noise and Energy Conservation, Indiana Fire Code and provisions of NFPA.

Inspection staff will be available to meet with Town 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 Town 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 Town’s procedures for reporting inspection results, use Town inspection correction forms, make appropriate entries onto the permit documents, and follow Town 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 Towns’ 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 Town staff.

**EXHIBIT "B"**  
**COMPENSATION**

All services provided will be billed at our schedule of hourly rates as shown below.

<i><b>Service provided</b></i>	<i><b>All-inclusive Hourly Rate</b></i>
<i>Plan Review</i>	\$95/hr
<i>Inspection</i>	\$75/hr