

CONTRACT FOR PROFESSIONAL SERVICES

This Contract is made and entered into this 10th day of September, 2025, by and between **WILLDAN ENGINEERING** ("Willdan"), a corporation, and **City of Richwood, Texas** a Municipality ("Client").

Recital: Client desires to employ Willdan to furnish certain professional services in connection with **Third Party Code Inspection Services under Choice Partners Coop Contract 24/053TC** (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 ten (10) 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 Client.

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 Client properly executed certificates of insurance, and certified copies of endorsements, and policies if requested by the Client, 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 Client.

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 Texas.

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 term of this Contract, 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. Attorney's 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 Client, 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 with the next 45 days.

C. If A and B have failed, the dispute shall be litigated in Brazoria County, State of Texas.

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.

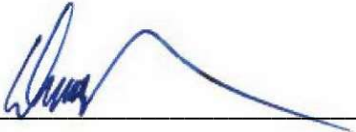
F. Willdan shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional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

G. 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 Engineering

City of Richwood, Texas

By:  _____

By: _____

Daren Raskin, PE, CBO
Deputy Director of Building and Safety
Date: 9/10/2025

Eric Foerster
City Manager
Date: _____

EXHIBIT "A"
DESCRIPTION OF SERVICES

1) Building Code Permit **Plan Review, Inspections and Building Official Services**

Inspections include all standard Building Code required inspections. Inspections will typically be performed on the next City scheduled inspection day after request (currently Monday, Wednesday & Fridays). Services will be billed monthly as noted in Exhibit "B".

Building Code Permit services will be performed for Building, Mechanical, Electrical, Plumbing and Energy Code compliance based on the City of Richwood adopted codes (Primarily the ICC I-Codes, Edition as directed by City).

Additional services may be provided, as needed and requested by the City, based on Choice Partners Coop (Harris County Department of Education) hourly rates included in Exhibit "B".

EXHIBIT "B"
COMPENSATION

Building Inspections	Fee
Minimum Charge (includes 2 stops)	\$105
Fee for additional stops in excess of 2	\$45 per stop

Plan Review Services	Fee
Commercial Plan Review (\$150,000 valuation or lower)	\$125 per review
Commercial Plan Review (less than \$1,000,000 and more than \$150,000 valuation)	30% of Permit Fee
Commercial Plan Review (\$1,000,000 valuation and over)	25% of Permit Fee
New Residence (includes pool houses and accessory structures with conditioned space)	\$150 per review
Misc. Permit Review	\$75 per review
Residential Master Plan Review	\$85 per review (repeat models) \$150 per review (new models)

See following 5 pages for hourly rates under Choice Partners Coop contract for services not included above.



In accordance with the HCDE responses to Q&A, Willdan has submitted additional rate information for services provided by our firm in the 'Response Attachments' section in HCDE eBid. Willdan applies a 1.5 multiplier for staff hours worked over 40 in a week, expressed here as a 150% multiplier in the eBid format. Subcontractor fees show multiplier markup only of 15% as requested. (The following fees have been increased from our original contract term by 2.4% due to inflation based on the Consumer Price Index.)

RESPONSE TOTAL \$.00

#	Specification	Quantity	UOM	Response	Extended	Add Notes
1	Principal Hourly Billing Rate	N/A	EA	\$194.56		
2	Principal - Multiplier for hours worked over 40 in a week.	N/A	EA	1.5	150%	
3	Construction Manager Hourly Billing Rate	N/A	EA	\$163.84		
4	Construction Manager - Multiplier for hours worked over 40 in a week.	N/A	EA	1.5	150%	
5	Senior Inspector Hourly Billing Rate	N/A	EA	\$102.40		
6	Senior Inspector - Multiplier for hours worked over 40 in a week.	N/A	EA	1.5	150%	
7	Inspector Hourly Billing Rate	N/A	EA	\$92.16		
8	Inspector - Multiplier for hours worked over 40 in a week.	N/A	EA	1.5	150%	
9	Administration/Document Control Hourly Billing Rate	N/A	EA	\$71.68		
10	Administration/Document Control - Multiplier for hours worked over 40 in a week.	N/A	EA	1.5	150%	
11	Subcontractor Fees - Multiplier for hours worked over 40 in a week.	N/A	EA	.15	15%	
1	Residential Inspection Services					
	a. Residential Building Inspector Hourly Billing Rate	N/A	EA	\$92.16		
	<i>Residential Building Inspector - Multiplier for hours worked over 40 in a week.</i>	N/A	EA	1.5	150%	
	b. Residential Electrical Inspector Hourly Billing Rate	N/A	EA	\$92.16		
	<i>Residential Electrical Inspector - Multiplier for hours worked over 40 in a week.</i>	N/A	EA	1.5	150%	
	c. Residential Plumbing Inspector Hourly Billing Rate	N/A	EA	\$107.52		
	<i>Residential Plumbing Inspector - Multiplier for hours worked over 40 in a week.</i>	N/A	EA	1.5	150%	
	d. Residential Mechanical Inspector Hourly Billing Rate	N/A	EA	\$92.16		
	<i>Residential Mechanical Inspector - Multiplier for hours worked over 40 in a week.</i>	N/A	EA	1.5	150%	
	e. Residential Combination Inspector Hourly Billing Rate	N/A	EA	\$92.16		
	<i>Residential Combination Inspector - Multiplier for hours worked over 40 in a week.</i>	N/A	EA	1.5	150%	
2	Commercial Inspection Services					
	a. Commercial Building Inspector Hourly Billing Rate	N/A	EA	\$102.40		





#	Specification	Quantity	UOM	Response	Extended	Add Notes
	<i>Commercial Building Inspector - Multiplier for hours worked over 40 in a week.</i>	N/A	EA	1.5	150%	
	b. Commercial Electrical Inspector Hourly Billing Rate	N/A	EA	\$102.40		
	<i>Commercial Electrical Inspector - Multiplier for hours worked over 40 in a week.</i>	N/A	EA	1.5	150%	
	c. Commercial Plumbing Inspector Hourly Billing Rate	N/A	EA	\$107.52		
	<i>Commercial Plumbing Inspector - Multiplier for hours worked over 40 in a week.</i>	N/A	EA	1.5	150%	
	d. Commercial Mechanical Inspector Hourly Billing Rate	N/A	EA	\$102.40		
	<i>Commercial Mechanical Inspector - Multiplier for hours worked over 40 in a week.</i>	N/A	EA	1.5	150%	
	e. Commercial Combination Inspector Hourly Billing Rate	N/A	EA	\$102.40		
	<i>Commercial Combination Inspector - Multiplier for hours worked over 40 in a week.</i>	N/A	EA	1.5	150%	
3	Plans Examiner Services					
	a. Building Plans Examiner Hourly Billing Rate	N/A	EA	\$128.00		
	<i>Building Plans Examiner - Multiplier for hours worked over 40 in a week.</i>	N/A	EA	1.5	150%	
	b. Electrical Plans Examiner Hourly Billing Rate	N/A	EA	\$128.00		
	<i>Electrical Plans Examiner - Multiplier for hours worked over 40 in a week.</i>	N/A	EA	1.5	150%	
	c. Plumbing Plans Examiner Hourly Billing Rate	N/A	EA	\$128.00		
	<i>Plumbing Plans Examiner - Multiplier for hours worked over 40 in a week.</i>	N/A	EA	1.5	150%	
	d. Combination Plans Examiner Hourly Billing Rate	N/A	EA	\$128.00		
	<i>Combination Plans Examiner - Multiplier for hours worked over 40 in a week.</i>	N/A	EA	1.5	150%	
	e. Residential Energy Plans Examiner Hourly Billing Rate	N/A	EA	\$128.00		
	<i>Residential Energy Plans Examiner - Multiplier for hours worked over 40 in a week.</i>	N/A	EA	1.5	150%	
	f. Commercial Energy Plans Examiner Hourly Billing Rate	N/A	EA	\$128.00		
	<i>Commercial Energy Plans Examiner - Multiplier for hours worked over 40 in a week.</i>	N/A	EA	1.5	150%	
	g. Plan Check Engineer (P.E.) Hourly Billing Rate	N/A	EA	\$148.48		
	<i>Plan Check Engineer (P.E.) - Multiplier for hours worked over 40 in a week.</i>	N/A	EA	1.5	150%	





#	Specification	Quantity	UOM	Response	Extended	Add Notes
4	Energy Inspection Services					
	a. Residential Energy Inspector Hourly Billing Rate	N/A	EA	\$92.16		
	<i>Residential Energy Inspector - Multiplier for hours worked over 40 in a week.</i>	N/A	EA	1.5	150%	
	b. Commercial Energy Inspector Hourly Billing Rate	N/A	EA	\$102.40		
	<i>Commercial Energy Inspector - Multiplier for hours worked over 40 in a week.</i>	N/A	EA	1.5	150%	
5	Fire Code Services					
	a. Fire Inspector I Hourly Billing Rate	N/A	EA	\$97.28		
	<i>Fire Inspector I - Multiplier for hours worked over 40 in a week.</i>	N/A	EA	1.5	150%	
	b. Fire Inspector II Hourly Billing Rate	N/A	EA	\$107.52		
	<i>Fire Inspector II - Multiplier for hours worked over 40 in a week.</i>	N/A	EA	1.5	150%	
	c. Fire Plans Examiner Hourly Billing Rate	N/A	EA	\$128		
	<i>Fire Plans Examiner - Multiplier for hours worked over 40 in a week.</i>	N/A	EA	1.5	150%	
	d. Certified Fire Marshal Hourly Billing Rate	N/A	EA	\$148.48		
	<i>Certified Fire Marshal - Multiplier for hours worked over 40 in a week.</i>	N/A	EA	1.5	150%	
6	Specialized Inspection Services					
	a. Reinforced Concrete Special Inspector Hourly Billing Rate	N/A	EA	\$107.52		
	<i>Reinforced Concrete Special Inspector - Multiplier for hours worked over 40 in a week.</i>	N/A	EA	1.5	150%	
	b. Pre-Stressed Concrete Special Inspector Hourly Billing Rate	N/A	EA	\$107.52		
	<i>Pre-Stressed Concrete Special Inspector - Multiplier for hours worked over 40 in a week.</i>	N/A	EA	1.5	150%	
	c. Structural Steel and Bolting Special Inspector Hourly Billing Rate	N/A	EA	\$107.52		
	<i>Structural Steel and Bolting Special Inspector - Multiplier for hours worked over 40 in a week.</i>	N/A	EA	1.5	150%	
	d. Structural Welding Special Inspector Hourly Billing Rate	N/A	EA	\$107.52		
	<i>Structural Welding Special Inspector - Multiplier for hours worked over 40 in a week.</i>	N/A	EA	1.5	150%	
	e. Spray-applied Fireproofing Special Inspector Hourly Billing Rate	N/A	EA	\$107.52		
	<i>Spray-applied Fireproofing Special Inspector - Multiplier for hours worked over 40 in a week.</i>	N/A	EA	1.5	150%	
	f. Structural Masonry Special Inspector Hourly Billing Rate	N/A	EA	\$107.52		
	<i>Structural Masonry Special Inspector - Multiplier for hours worked over 40 in a week.</i>	N/A	EA	1.5	150%	





#	Specification	Quantity	UOM	Response	Extended	Add Notes
7	Code Enforcement Services					
	a. Permit Technician Hourly Billing Rate	N/A	EA	\$71.68		
	<i>Permit Technician - Multiplier for hours worked over 40 in a week.</i>	N/A	EA	1.5	150%	
	b. Accessibility Inspector Hourly Billing Rate	N/A	EA	\$107.52		
	<i>Accessibility Inspector - Multiplier for hours worked over 40 in a week.</i>	N/A	EA	1.5	150%	
	c. Accessibility Plans Examiner Hourly Billing Rate	N/A	EA	\$128.00		
	<i>Accessibility Plans Examiner - Multiplier for hours worked over 40 in a week.</i>	N/A	EA	1.5	150%	
	d. Zoning Inspector Hourly Billing Rate	N/A	EA	\$76.80		
	<i>Zoning Inspector - Multiplier for hours worked over 40 in a week.</i>	N/A	EA	1.5	150%	
	e. Property Maintenance and Housing Inspector Hourly Billing Rate	N/A	EA	\$76.80		
	<i>Property Maintenance and Housing Inspector - Multiplier for hours worked over 40 in a week.</i>	N/A	EA	1.5	150%	
	f. Coastal and Floodplain Construction Inspector Hourly Billing Rate	N/A	EA	\$102.40		
	<i>Coastal and Floodplain Construction Inspector - Multiplier for hours worked over 40 in a week.</i>	N/A	EA	1.5	150%	
	g. Disaster Response Inspector Hourly Billing Rate	N/A	EA	\$102.40		
	<i>Disaster Response Inspector - Multiplier for hours worked over 40 in a week.</i>	N/A	EA	1.5	150%	
8	General Inspection Services					
	a. Building Inspector Hourly Billing Rate	N/A	EA	\$102.40		
	<i>Building Inspector - Multiplier for hours worked over 40 in a week.</i>	N/A	EA	1.5	150%	
	b. Electrical Inspector Hourly Billing Rate	N/A	EA	\$102.40		
	<i>Electrical Inspector - Multiplier for hours worked over 40 in a week.</i>	N/A	EA	1.5	150%	
	c. Plumbing Inspector Hourly Billing Rate	N/A	EA	\$107.52		
	<i>Plumbing Inspector - Multiplier for hours worked over 40 in a week.</i>	N/A	EA	1.5	150%	
	d. Mechanical Inspector Hourly Billing Rate	N/A	EA	\$102.40		
	<i>Mechanical Inspector - Multiplier for hours worked over 40 in a week.</i>	N/A	EA	1.5	150%	
	e. Combination Inspector Hourly Billing Rate	N/A	EA	\$102.40		
	<i>Combination Inspector - Multiplier for hours worked over 40 in a week.</i>	N/A	EA	1.5	150%	
	f. Elevator Inspector Hourly Billing Rate	N/A	EA	\$		
	<i>Elevator Inspector - Multiplier for hours worked over 40 in a week.</i>	N/A	EA			
9	Code Official Services					
	a. Certified Building Official Hourly Billing Rate	N/A	EA	\$153.60		
	<i>Certified Building Official - Multiplier for hours worked over 40 in a week.</i>	N/A	EA	1.5	150%	





#	Specification	Quantity	UOM	Response	Extended	Add Notes
	b. Certified Building Code Official Hourly Billing Rate	N/A	EA	\$153.60		
	<i>Certified Building Code Official - Multiplier for hours worked over 40 in a week.</i>	N/A	EA	1.5	150%	
	c. Certified Electrical Code Official Hourly Billing Rate	N/A	EA	\$153.60		
	<i>Certified Electrical Code Official - Multiplier for hours worked over 40 in a week.</i>	N/A	EA	1.5	150%	
	d. Certified Plumbing Code Official Hourly Billing Rate	N/A	EA	\$153.60		
	<i>Certified Plumbing Code Official - Multiplier for hours worked over 40 in a week.</i>	N/A	EA	1.5	150%	
	e. Certified Mechanical Code Official Hourly Billing Rate	N/A	EA	\$153.60		
	<i>Certified Mechanical Code Official - Multiplier for hours worked over 40 in a week.</i>	N/A	EA	1.5	150%	
	f. Certified Housing Code Official Hourly Billing Rate	N/A	EA	\$133.12		
	<i>Certified Housing Code Official - Multiplier for hours worked over 40 in a week.</i>	N/A	EA	1.5	150%	
	g. Certified Fire Code Official Hourly Billing Rate	N/A	EA	\$153.60		
	<i>Certified Fire Code Official - Multiplier for hours worked over 40 in a week.</i>	N/A	EA	1.5	150%	
	h. Master Code Professional Hourly Billing Rate	N/A	EA	\$143.36		
	<i>Master Code Professional - Multiplier for hours worked over 40 in a week.</i>	N/A	EA	1.5	150%	

Proposed hourly rates include a discount of from 20% to 38% below our standard Schedule of Hourly Rates (attached).

