



County of Lassen  
Department of Planning and Building Services

• Planning • Building Permits • Code Enforcement • Surveyor • Surface Mining

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November 2, 2018

TO: Board of Supervisors  
Agenda Date: November 13, 2018

Zoning & Building  
Inspection Requests  
Phone: 530 257-5263

FROM: Maurice Anderson, Director

W7A FOR

SUBJECT: Third Amendment to the 2016 contract with Willdan Engineering, to change the not to exceed amount from \$40,000 to \$80,000

ACTION REQUESTED:

1. Receive report; and
2. Authorize the Chairman to sign the Third Amendment with Willdan Engineering.

SUMMARY:

The purpose of this Board letter is to provide information regarding a proposed amendment to a contract with Willdan Engineering. Willdan has provided building services to Lassen County since August 28, 2012, and the current contract was entered into on June 18, 2016 (attached). The contract term was then extended with the First and Second Amendments (also attached), and the current expiration date is June 30, 2019. Willdan's services are needed primarily because Lassen County does not have a regular building official. Instead, the Director serves as the Acting Building Official and the building official position was not funded this fiscal year. The contract with Willdan provides the following services but only when specifically requested by the Department:

- Plan check review – Lassen County is required by state and local law to conduct plan check review on certain building permit applications that are submitted to it, but is currently unable to perform said review in house. This service constitutes approximately 85% of the fees paid to Willdan. Additionally, said fee is paid in full by building permit applicants. Willdan charges Lassen County 60% of the normal plan check fee charged to the applicant by Lassen County (we retain the remaining 40% of the fees paid). Again the costs for Willdan to check plans will continue to be paid by building permit applicants, and there will be no increase in building permit fees.
- Building Inspection Services – Should the need arise, the contract allows the Department to request inspection services. To date, this service has not been needed, as the Department has a full time building inspector on staff.

- Certified Access Specialist (CASp) Services – It is a requirement of state law that the County have at least one certified access specialist on staff or under contract. However, these services are seldom required.
- Fire Sprinkler Plan Check Services – Willdan provides fire sprinkler plan check services for the Department and has all the requisite qualifications.
- Building Official Services – When requested by the County, Willdan provides access to a fully certified building official and engineer. This person or persons serve(s) as a resource for the Acting Building Official and staff (answering questions posed by staff, helping staff apply the various building codes or making determinations). This is an important service and the expertise is invaluable, as, again, Lassen County does not have a regular building official.

While the term of the agreement has been extended twice, the not to exceed amount was not increased at the same time. As a result, the \$40,000 allocated in 2016 has been expended (approximately \$6,029.67 remains). This proposed Third Amendment will increase the not to exceed amount from \$40,000 to \$80,000 and allow services to continue pursuant to the prices negotiated in the 2016 contract. That said, it is extremely unlikely that the full \$40,000 will be expended by June 30, 2019, because in fiscal year 16/17 Willdan was paid \$14,596.64 and in fiscal year 17/18 they were paid \$13,260.02. However, as discussed, \$23,671.66 of these fees were paid by building permit applicants, not Lassen County.

The cost of this contract and this proposed amendment is already appropriated in the 2018/2019 budget, even though there is a corresponding revenue line from building permit applicants that covers approximately 85% of the cost.

We recommend that Lassen County continue to utilize Willdan Engineering to provide the required building services.

The Department intends to negotiate a new contract for the 2019/2020 Fiscal Year and any funds remaining in the existing 2016 contract after June 30, 2019, will not be utilized.

MLA:gfn

Attachment: Proposed Contract Amendment  
2016 executed contract  
First and Second Amendment



THIRD AMENDMENT TO AGREEMENT  
BY AND BETWEEN  
LASSEN COUNTY AND WILL DAN ENGINEERING

This Third Amendment to Agreement ("Amendment") is made on \_\_\_\_\_,  
between LASSEN COUNTY ("COUNTY") and WILL DAN ENGINEERING ("CONTRACTOR") who agree as  
follows:

1. **Recitals:** This Amendment is made with reference to the following facts and  
objectives:

a. LASSEN COUNTY and WILL DAN ENGINEERING have entered into a written  
Agreement dated June 18, 2016, (the "Agreement"), in which WILL DAN  
ENGINEERING agreed to provide to Lassen County plan check services,  
inspection services, CASp services, and building official services all on an on-  
call as needed basis.

2. **Amendments:** The parties agree to amend the Agreement as follows:

Section B.1, TOTAL CONTRACTOR PRICE, is amended to read as follows:

CONTRACTOR shall be paid up to \$80,000.00 for services completed in  
accordance with Attachment "A" at the rates stipulated at section B.2.

Section D.13.1.2 is amended to read as follows:

COUNTY shall pay CONTRACTOR the reasonable value of services  
rendered by CONTRACTOR to the date of termination pursuant to this  
Agreement not to exceed the amount documented by CONTRACTOR and  
approved by COUNTY as work accomplished to date; provided, however,  
that in no event shall any payment hereunder exceed Eighty thousand Dollars  
(\$80,000.00). Further provided, however, COUNTY shall not in any manner  
be liable for lost profits which might have been made by CONTRACTOR had  
CONTRACTOR completed the services required by this Agreement. In this  
regard, CONTRACTOR shall furnish to COUNTY such financial information  
as in the judgment of the COUNTY is necessary to determine the reasonable  
value of the services rendered by CONTRACTOR. In the event of a dispute  
as to the reasonable value of the services rendered by CONTRACTOR, the  
decision of the COUNTY shall be final. The foregoing is cumulative and  
does not affect any right or remedy which COUNTY may have in law or  
equity.

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THIRD AMENDMENT TO AGREEMENT BY AND BETWEEN  
LASSEN COUNTY AND WILL DAN ENGINEERING

3. **Effectiveness of Agreement:** Except as set forth in the Second and Third Amendments of the Agreement, all provisions of the Agreement dated June 18, 2016, shall remain unchanged and in full force and effect.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates shown opposite their respective signatures.

CONTRACTOR  
Willdan Engineering

Dated: \_\_\_\_\_

By:   
James M. Guerra, Director of Building and Safety

Dated: \_\_\_\_\_

By:   
David Hunt, Sr. Vice President

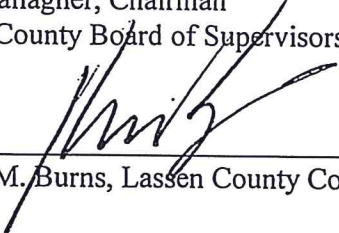
COUNTY  
County of Lassen

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Chris Gallagher, Chairman  
Lassen County Board of Supervisors

Dated: 10-5-18

Approved as to form:

By:   
Robert M. Burns, Lassen County Counsel

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THIRD AMENDMENT TO AGREEMENT BY AND BETWEEN  
LASSEN COUNTY AND WILLDAN ENGINEERING



## AGREEMENT BETWEEN LASSEN COUNTY

AND

## WILLDAN ENGINEERING

THIS AGREEMENT is made between the COUNTY OF LASSEN, a political subdivision of the State of California (hereinafter "COUNTY"), and WILLDAN ENGINEERING, a California Corporation, with a principal place of business at 2401 E. Katella Avenue, Suite 300, Anaheim, California 92806-5209, (hereinafter "CONTRACTOR").

This Agreement is made with reference to the following facts and circumstances:

WHEREAS COUNTY has need for services necessary to meet the obligations and responsibilities of the Building Division of the Lassen County Department of Planning and,

WHEREAS CONTRACTOR desires to provide those services.

In consideration of the services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

### 1. SERVICES.

The CONTRACTOR shall provide those services described in Attachment "A". CONTRACTOR shall provide said services at the time, place and in the manner specified in Attachment "A".

### 2. TERM.


The term of the agreement shall be for the period of July 1, 2016 through June 30, 2017. Said term may be extended by the designated representatives listed in section 7, provided that no other provision of the contract, other than the term, is amended

### 3. PAYMENT.

COUNTY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment "B". The payment specified in Attachment "B" shall be the only payment made to CONTRACTOR for services rendered pursuant to this Agreement. CONTRACTOR shall submit all billing for said services to COUNTY in the manner specified in Attachment "B".

### 4. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF COUNTY.

CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.

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AGREEMENT BETWEEN LASSEN COUNTY AND WILLDAN ENGINEERING

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COUNTY shall:

4.1 Pay the CONTRACTOR on the terms agreed upon herein in writing, provided that: (1) the CONTRACTOR timely submits appropriate invoices to the COUNTY, (2) the CONTRACTOR is not in breach of the terms and conditions of this Agreement, its attachments, or the standards or/specifications referenced or applicable thereto; (3) the CONTRACTOR is not in violation of laws or regulations substantially impairing the value of the CONTRACTOR'S performance or the CONTRACTOR'S entitlement to payment; (4) funds to be paid to the CONTRACTOR are not the subject of any active levy, execution, claim, offset, or stop notice by any third party or the COUNTY; and (5) appropriate public funds are available to the COUNTY for such payment.

4.2 Retain ownership and have prompt access to any report, evaluations, intellectual property, findings, or data assembled/developed by CONTRACTOR under this Agreement.

5. **ADDITIONAL PROVISIONS.**

Those additional provisions unique to this Agreement are set forth in Attachment "C".

6. **GENERAL PROVISIONS.**

The general provisions set forth in Attachment "D" are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other terms or conditions insofar as the latter are inconsistent with the general provisions.

7. **DESIGNATED REPRESENTATIVES.**

Maurice L. Anderson, Director, is the designated representative of the COUNTY and will administer this Agreement for the COUNTY. James M. Guerra, Director of Building and Safety, is the authorized representative for CONTRACTOR. Changes in the designated representatives shall occur only by advance written notice to the other party.

8. **ATTACHMENTS.**

All attachments referred to herein are attached hereto and by this reference incorporated herein. Attachments include:

Attachment A-Services  
Attachment B-Payment  
Attachment C-Additional Provisions  
Attachment D-General Provisions  
Attachment E-No Third Party Beneficiaries

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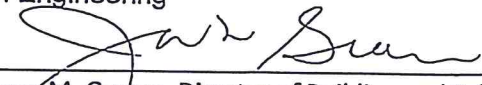
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AGREEMENT BETWEEN LASSEN COUNTY AND WILL DAN ENGINEERING

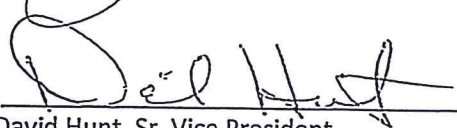
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates shown opposite their respective signatures.

CONTRACTOR  
Willdan Engineering

Dated: \_\_\_\_\_

By:   
James M. Guerra, Director of Building and Safety

Dated: \_\_\_\_\_


By:   
David Hunt, Sr. Vice President

COUNTY  
County of Lassen

Dated: 6-28-16

By:   
Richard Egan, County Administrative Officer

Approved as to form:

By:  6/12/16  
Robert M. Burns  
Lassen County Counsel

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AGREEMENT BETWEEN LASSEN COUNTY AND WILLDAN ENGINEERING

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**ATTACHMENT A  
AGREEMENT BETWEEN LASSEN COUNTY AND  
WILLDAN ENGINEERING  
SCOPE OF SERVICES**

**A.1 SCOPE OF SERVICES AND DUTIES.**

The services to be provided by CONTRACTOR and the scope of CONTRACTOR's duties include the following:

**A.1.1 BUILDING PLAN CHECK SERVICES**

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, California Fire Code and the Accessibility, Noise and Energy Conservation requirements as mandated by State Title 24 and all applicable county Ordinances. In addition, plan checks will include compliance with code requirements such as approvals from other local agencies and districts. All plan review will comply with the County's directives, codes and policies.

Each plan check will be accompanied with a typewritten comment letter providing fully described code violations with the related code sections and references to applicable sheets of plans and pages of calculations. 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, email, electronic review or meetings prior to resubmitting corrected plans and documents.

Typical turn-around time for the initial residential plan check is eight (8) working days five (5) days for rechecks. For larger projects (> \$5 million), plan check is fifteen (15) working days, ten (10) days for rechecks. These turn-around times are applicable for all types of construction. CONTRACTOR will provide expedited plan review if requested by the County at no additional cost. If expedited plan review is requested by the permit applicant and approved by the county; the plan review fee will be increased an additional 50%. Typical turn-around time for an expedited project is ½ the time for a standard initial plan check and subsequent plan check.

**A.1.1.1 ELECTRONIC PLAN REVIEW**

CONTRACTOR has the ability to provide plan review services electronically, at no additional cost to the County 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. CONTRACTOR 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.

**A.1.1.2 STRUCTURAL PLAN REVIEW**

If County so requests, CONTRACTOR shall perform a structural plan review only. County shall clearly indicate that only a structural plan review is requested when the plans

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AGREEMENT BETWEEN LASSEN COUNTY AND WILLDAN ENGINEERING

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are initially submitted to CONTRACTOR for checking.

#### A.1.2 BUILDING INSPECTION SERVICES

To supplement the current County's building inspector on an as needed basis, CONTRACTOR can provide a certified inspector to perform building and safety inspections (same day inspections if notified before 6 am that day). CONTRACTOR's inspectors are 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 County's adopted version of the California Building Code, California Residential Code, Green Building Standards Code, California Mechanical Code, California Plumbing Code, California Electrical Code, California Fire code, and the State and Federal regulations for Accessibility, Noise and Energy Conservation.

The inspector 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. The inspector will comply with the County's procedures for reporting inspection results, use County inspection correction forms, make appropriate entries onto the permit documents, and follow County procedures prior to finalizing a building permit.

CONTRACTOR will ensure 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 Division computer system. CONTRACTOR 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.

#### A.1.3 CASp SERVICES

CONTRACTOR will provide a CASp certified inspector to the County 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.*

#### A.1.4 ON-CALL BUILDING OFFICIAL SERVICES

On an as-needed basis, and when so requested by Lassen County, CONTRACTOR will act as the Lassen County Building Official or Deputy Building Official. Said Service shall be consistent with California Code of Regulations Title 24, Title 12 of Lassen county Code, and all pertinent state and local regulations.

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#### A.1.5 FIRE SPRINKLER PLAN CHECK SERVICES

CONTRACTOR shall provide fire sprinkler plan check services at the request of COUNTY.

#### A.2 MINIMUM CERTIFICATIONS

All CONTRACTOR employees who perform services pursuant to this contract shall have and maintain the minimum certifications and education required or recommended in the current California Building code, including its attachments. COUNTY shall be provided copies of any such required certifications or education within five (5) days.

END OF ATTACHMENT "A"

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AGREEMENT BETWEEN LASSEN COUNTY AND WILL DAN ENGINEERING



**ATTACHMENT B  
AGREEMENT BETWEEN LASSEN COUNTY  
AND  
WILLDAN ENGINEERING**

**PAYMENT**

COUNTY shall pay CONTRACTOR as follows:

**B.1 TOTAL CONTRACTOR PRICE**

CONTRACTOR shall be paid up to \$40,000 for services completed in accordance with Attachment "A" at the rates stipulated at section B.2.

**B.2 COSTS:**

<b>BUILDING PLAN REVIEW</b>	
Residential	65% of COUNTY's Plan Check Fee
Small Commercial (≤\$5 million)	60% of COUNTY's Plan Check Fee
Large Commercial (>\$5 million)	60% of COUNTY's Plan Check Fee
Structural Plan Review only	40% of COUNTY's Plan Check Fee
Sprinkler Plan Review	\$126 per hour
Hourly Plan Review including revisions to approved plans, subsequent plan checks after 2nd check, partial plan checks.	\$128 per hour – Plan Check Engineer \$115 per hour – Sr. Plans Examiner \$105 per hour – Plans Examiner
<b>BUILDING INSPECTION SERVICES</b>	
Building Inspection	\$90.00 per hour
<b>CASp INSPECTION</b>	
CASp Inspection	\$125.00 per hour
<b>ON CALL BUILDING OFFICIAL or DEPUTY BUILDING OFFICIAL</b>	
In-House or On-Call	\$90.00 per hour

**B.3 PAYMENT COLLECTION FROM BUILDING PERMIT APPLICANTS.**



COUNTY is obligated to do the following in terms of payment to CONTRACTOR:

B.3.1 Be solely responsible for the determination of whether all required submittals and information has been included as part of the building permit application to allow acceptance of the plans for checking.

B.3.2 Collect any and all fees associated with the performance of said plan check review from the applicant in accordance with the established fee schedule of Lassen County for such services.

B.3.3 Not lower the amount of such fees without the prior written consent of CONTRACTOR. CONTRACTOR may terminate this agreement immediately in the event of any reduction of these fees without CONTRACTOR's consent.

B.3.4 Transmit said fees to CONTRACTOR at least 30 days from completion of the Plan

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Check.

B.3.5 Building Official or Deputy Building Official Services that cannot or are not billed to a specific building permit application shall be paid by COUNTY on a monthly basis, within 30 days of the receipt of an invoice from CONTRACTOR.

#### B.4 BUDGET CONTINGENCY CLAUSE

Notwithstanding any condition to the contrary, it is mutually agreed that if the Board of Supervisors do not appropriate sufficient funds for the program contemplated by this Agreement in any year covered by this Agreement, this Agreement shall be of no further force and effect. In this event, the COUNTY shall have no liability to pay any funds whatsoever to the CONTRACTOR or to furnish any other considerations under this Agreement and the CONTRACTOR shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted in the budget for purposes of this program, the COUNTY shall have the option to either cancel this Agreement with no liability occurring to the COUNTY, or offer an agreement amendment to the CONTRACTOR in a reduced amount.

END OF ATTACHMENT "B"

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ATTACHMENT C  
AGREEMENT BETWEEN LASSEN COUNTY AND  
WILLDAN ENGINEERING  
ADDITIONAL  
PROVISIONS

NONE

END OF ATTACHMENT "C"

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## ATTACHMENT D

### GENERAL PROVISIONS

**D.1. INDEPENDENT CONTRACTOR.** For all purposes arising out of this Agreement, CONTRACTOR shall be: an independent contractor and CONTRACTOR and each and every employee, agent, servant, partner, and shareholder of CONTRACTOR (collectively referred to as "The Contractor") shall not be, for any purpose of this Agreement, an employee of COUNTY. Furthermore, this Agreement shall not under any circumstance be construed or considered to be a joint powers agreement as described in California Government Code sections 6000, et seq., or otherwise. As an independent contractor, the following shall apply:

D.1.1 CONTRACTOR shall determine the method, details and means of performing the services to be provided by CONTRACTOR as described in this Agreement.

D.1.2 CONTRACTOR shall be responsible to COUNTY only for the requirements and results specified by this Agreement and, except as specifically provided in this Agreement, shall not be subject to COUNTY's control with respect to the physical actions or activities of CONTRACTOR in fulfillment of the requirements of this Agreement.

D.1.3 CONTRACTOR shall be responsible for its own operating costs and expenses, property and income taxes, workers' compensation insurance and any other costs and expenses in connection with performance of services under this Agreement.

D.1.4 CONTRACTOR is not, and shall not be, entitled to receive from or through COUNTY, and COUNTY shall not provide or be obligated to provide the CONTRACTOR with workers' compensation coverage, unemployment insurance coverage or any other type of employee or worker insurance or benefit coverage required or provided by any federal, state or local law or regulation for, or normally afforded to, any employee of COUNTY.

D.1.5 The CONTRACTOR shall not be entitled to have COUNTY withhold or pay, and COUNTY shall not withhold or pay, on behalf of the CONTRACTOR any tax or money relating to the Social Security Old Age Pension Program, Social Security Disability Program or any other type of pension, annuity or disability program required or provided by any federal, state or local law or regulation for, or normally afforded to, an employee of COUNTY.

D.1.6 The CONTRACTOR shall not be entitled to participate in, or receive any benefit from, or make any claim against any COUNTY fringe benefit program including, but not limited to, COUNTY's pension plan, medical and health care plan, dental plan, life insurance plan, or other type of benefit program, plan or coverage designated for, provided to, or offered to COUNTY's employees.

D.1.7 COUNTY shall not withhold or pay on behalf of CONTRACTOR any federal, state or local tax including, but not limited to, any personal income tax owed by CONTRACTOR.

D.1.8. The CONTRACTOR is, and at all times during the term of this Agreement shall represent and conduct itself as, an independent contractor and not as an employee of COUNTY.

D.1.9 CONTRACTOR shall not have the authority, express or implied, to act on behalf of, bind or obligate the COUNTY any way without the written consent of the COUNTY.

**D.2 LICENSES, PERMITS, ETC.** CONTRACTOR represents and warrants to COUNTY that it has all

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AGREEMENT BETWEEN LASSEN COUNTY AND WILL DAN ENGINEERING

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licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to COUNTY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for CONTRACTOR to practice its profession at the time the services are performed.

**D.3 CHANGE IN STATUTES OR REGULATIONS.** If there is a change of statutes or regulations applicable to the subject matter of this Agreement, both parties agree to be governed by the new provisions, unless either party gives notice to terminate pursuant to the terms of this Agreement.

**D.4 TIME.** CONTRACTOR shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONTRACTOR's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

**D.5 INSURANCE.**

**D.5.1** Prior to rendering services provided by the terms and conditions of this Agreement, CONTRACTOR shall acquire and maintain during the term of this Agreement insurance coverage (hereinafter referred to as "the insurance") through and with an insurer acceptable to COUNTY. The insurance shall contain the following coverages:

**D.5.1.1** Comprehensive general liability insurance including comprehensive public liability insurance with minimum coverage of One Million Dollars (\$1,000,000) per occurrence and with not less than One Million Dollars (\$1,000,000) aggregate; CONTRACTOR shall insure both COUNTY and CONTRACTOR against any liability arising under or related to this Agreement.

**D.5.1.2** During the term of this Agreement, CONTRACTOR shall maintain in full force and effect a policy of professional errors and omissions insurance with policy limits of not less than One Million Dollars (\$1,000,000) per incident and One Million Dollars (\$1,000,000) annual aggregate, with deductible or self-insured portion not to exceed Two Thousand Five Hundred Dollars (\$2,500).

**D.5.1.3** Comprehensive automobile liability insurance with minimum coverage of Five Hundred Thousand Dollars (\$500,000) per occurrence and with not less than Five Hundred Thousand Dollars (\$500,000) on reserve in the aggregate, with combined single limit including owned, non-owned and hired vehicles.

**D.5.1.4** Workers' Compensation Insurance coverage for all of CONTRACTOR's employees and other persons for whom CONTRACTOR is responsible to provide such insurance coverage, as provided by Division 4 and 4.5 of the California Labor Code.

**D.5.2** The limits of insurance herein shall not limit the liability of the CONTRACTOR hereunder.

**D.5.3** In respect to any insurance herein, if the aggregate limit available becomes less than that required above, other excess insurance shall be acquired and maintained immediately. For the purpose of any insurance term of this Agreement, "aggregate limit available" is defined as the total policy limits available for all claims made during the policy period.

**D.5.4** Except for automobile liability insurance, the insurance shall name the COUNTY and COUNTY's officers, employees, agents and independent contractors as additional insureds and shall

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include an endorsement that no cancellation or material change adversely affecting any coverage provided by the insurance may be made until twenty (20) days after written notice is delivered to COUNTY.

D.5.5 The insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to COUNTY at its sole and absolute discretion. The amount of any deductible payable by the insured shall be subject to the prior approval of the COUNTY and the COUNTY, as a condition of its approval, may require such proof of the adequacy of CONTRACTOR's financial resources as it may see fit.

D.5.6 Prior to CONTRACTOR rendering services provided by this Agreement, and immediately upon acquiring additional insurance, CONTRACTOR shall deliver a certificate of insurance describing the insurance coverages and endorsements to:

Maurice L. Anderson, Director  
707 Nevada Street, Suite 5  
Susanville, CA 96130

Upon COUNTY's request, CONTRACTOR shall deliver certified copies of any insurance policies to COUNTY.

D.5.7 CONTRACTOR shall not render services under the terms and conditions of this Agreement unless each type of insurance coverage and endorsement is in effect and CONTRACTOR has delivered the certificate(s) of insurance to COUNTY as previously described. If CONTRACTOR shall fail to procure and maintain said insurance, COUNTY may, but shall not be required to, procure and maintain the same, and the premiums of such insurance shall be paid by CONTRACTOR to COUNTY upon demand. The policies of insurance provided herein which are to be provided by CONTRACTOR shall be for a period of not less than one year, it being understood and agreed that twenty (20) days prior to the expiration of any policy of insurance, CONTRACTOR will deliver to COUNTY a renewal or new policy to take the place of the policy expiring.

D.5.8 COUNTY shall have the right to request such further coverages and/or endorsements on the insurance as COUNTY deems necessary, at CONTRACTOR's expense. The amounts, insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to COUNTY in its sole and absolute discretion.

D.5.9 Any subcontractor(s), independent contractor(s) or any type of agent(s) performing or hired to perform any term or condition of this Agreement on behalf of CONTRACTOR, as may be allowed by this Agreement (hereinafter referred to as the "SECONDARY PARTIES"), shall comply with each term and condition of this Section D.5 entitled "INSURANCE". Furthermore, CONTRACTOR shall be responsible for the SECONDARY PARTIES' acts and satisfactory performance of the terms and conditions of this Agreement.

#### D.6 INDEMNITY.

COUNTY shall not be liable for, and CONTRACTOR shall defend and indemnify COUNTY and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR including the cost to defend against any and all claims.

D.7 CONTRACTOR NOT AGENT. Except as COUNTY may specify in writing, CONTRACTOR shall have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent.

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CONTRACTOR shall have no authority, express or implied, pursuant to this Agreement to bind COUNTY to any obligation whatsoever.

**D.8 ASSIGNMENT PROHIBITED.** CONTRACTOR may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.

**D.9 PERSONNEL.** CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving written notice from COUNTY of its desire for removal of such person or persons.

**D.10 STANDARD OF PERFORMANCE.** CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged. All products of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession.

**D.11 POSSESSORY INTEREST.** The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the California Revenue and Taxation Code section 107. For all purposes of compliance by COUNTY with Section 107.6 of the California Revenue and Taxation Code, this recital shall be deemed full compliance by the COUNTY. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this, if created, and the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

**D.12 TAXES.** CONTRACTOR hereby grants to the COUNTY the authority to deduct from any payments to CONTRACTOR any COUNTY imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to CONTRACTOR.

**D.13 TERMINATION.**

D.13.1 COUNTY shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to CONTRACTOR. In the event COUNTY gives notice of termination, CONTRACTOR shall immediately cease rendering service upon receipt of such written notice and the following shall apply:

D.13.1.1 CONTRACTOR shall deliver to COUNTY copies of all writings prepared by it pursuant this agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photocopying, photographing computer storage medium (tapes, disks, diskettes, etc.) and every other means of recording upon any tangible thing, and form of communication or representation, including letters, pictures, sounds, or symbols, or combinations thereof.

D.13.1.2 COUNTY shall pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and approved by COUNTY as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed Forty thousand Dollars (\$40,000.00). Further provided, however, COUNTY shall not in any

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AGREEMENT BETWEEN LASSEN COUNTY AND WILL DAN ENGINEERING

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manner be liable for lost profits which might have been made by CONTRACTOR had CONTRACTOR completed the services required by this Agreement. In this regard, CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of the COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of the COUNTY shall be final. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

D.13.2 CONTRACTOR may terminate its services under this Agreement upon thirty (30) working days written notice to the COUNTY, without liability for damages, if CONTRACTOR is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by COUNTY, provided that CONTRACTOR has first provided COUNTY with a written notice of any alleged breach, specifying the nature of the alleged breach and providing not less than ten (10) working days within which the COUNTY may cure the alleged breach.

D.14 **OWNERSHIP OF INFORMATION.** All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become and/or remain the property of COUNTY, and CONTRACTOR agrees to deliver reproducible copies of such documents to COUNTY on completion of the services hereunder. The COUNTY agrees to indemnify and hold CONTRACTOR harmless from any claim arising out of reuse of the information for other than this project.

D.15 **WAIVER.** A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

D.16 **COMPLETENESS OF INSTRUMENT.** This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made, express or implied.

D.17 **SUPERSEDES PRIOR AGREEMENTS.** It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

D.18 **ATTORNEY'S FEES.** If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

D.19 **MINOR AUDITOR REVISION.** In the event the Lassen County Auditor's office finds a mathematical discrepancy between the terms of the Agreement and actual invoices or payments, provided that such discrepancy does not exceed one percent (1%) of the Agreement amount, the Auditor's office may make the adjustment in any payment or payments without requiring an amendment to the Agreement to provide for such adjustment. Should the COUNTY or the CONTRACTOR disagree with such adjustment, they reserve the right to contest such adjustment and/or to request corrective amendment.

D.20 **CAPTIONS.** The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

D.21 **DEFINITIONS.** Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

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AGREEMENT BETWEEN LASSEN COUNTY AND WILL DAN ENGINEERING

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**D.21.1 Number and Gender.** In this Agreement, the neuter gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

**D.21.2 Mandatory and Permissive.** "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

**D.22 TERM INCLUDES EXTENSIONS.** All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

**D.23 SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

**D.24 MODIFICATION.** No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

**D.25 COUNTERPARTS.** This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

**D.26 OTHER DOCUMENTS.** The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

**D.27 PARTIAL INVALIDITY.** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**D.28 VENUE.** It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Lassen, State of California.

**D.29 CONTROLLING LAW.** The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

**D.30 CALIFORNIA TORT CLAIMS ACT.** Notwithstanding any term or condition of the Agreement, the provisions, and related provisions, of the California Tort Claims Act, Division 3.6 of the Government Code, are not waived by COUNTY and shall apply to any claim against COUNTY arising out of any acts or conduct under the terms and conditions of this Agreement.

**D.31 TIME IS OF THE ESSENCE.** Time is of the essence of this Agreement and each covenant and term herein.

**D.32 AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement are in full compliance. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

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**D.33 CORPORATE AUTHORITY.** If CONTRACTOR is a corporation or public agency, each individual executing this Agreement on behalf of said corporation or public agency represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the bylaws of said corporation or Board or Commission of said public agency, and that this Agreement is binding upon said corporation or public entity in accordance with its terms. If CONTRACTOR is a corporation, CONTRACTOR shall, within thirty (30) days after execution of this Agreement, deliver to COUNTY a certified copy of a resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Agreement.

**D.34 CONFLICT OF INTEREST.**

**D.34.1 Legal Compliance.** CONTRACTOR agrees at all times in performance of this Agreement to comply with the law of the State of California regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with Section 1090 and Chapter 7 of Title 9 of said Code, commencing with Section 87100, including regulations promulgated by the California Fair Political Practices Commission.

**D.34.2 Advisement.** CONTRACTOR agrees that if any facts come to its attention which raise any questions as to the applicability of this law, it will immediately inform the COUNTY designated representative and provide all information needed for resolution of the question.

**D.34.3 Admonition.** Without limitation of the covenants in subparagraphs D.34.1 and D.34.2, CONTRACTOR is admonished hereby as follows:

The statutes, regulations and laws referenced in this provision D.34 include, but are not limited to, a prohibition against any public officer, including CONTRACTOR for this purpose, from making any decision on behalf of COUNTY in which such officer has a direct or indirect financial interest. A violation occurs if the public officer influences or participates in any COUNTY decision which has the potential to confer any pecuniary benefit on CONTRACTOR or any business firm in which CONTRACTOR has an interest of any type, with certain narrow exceptions.

**D.35 NONDISCRIMINATION.** During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee of the CONTRACTOR or of the COUNTY or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex. CONTRACTOR shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900, set forth in

Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulation issued pursuant to said Act. CONTRACTOR shall give written notice of its obligations under this clause to any labor agreement. CONTRACTOR shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

**D.36 JOINT AND SEVERAL LIABILITY.** If any party consists of more than one person or entity, the liability of each person or entity signing this Agreement shall be joint and several.

**D.37 TAXPAYER I.D. NUMBER.** The COUNTY shall not disburse any payments to CONTRACTOR pursuant to this Agreement until CONTRACTOR supplies the latter's Taxpayer Identification Number or Social

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AGREEMENT BETWEEN LASSEN COUNTY AND WILL DAN ENGINEERING

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Security Number by providing COUNTY with a completed IRS Form W-9.

**D.38 NOTICES.** All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "COUNTY":

Maurice L. Anderson, Director  
707 Nevada Street, Suite 5  
Susanville, CA 96130

If to "CONTRACTOR":

James Guerra  
Director of Building and Safety  
2401 E. Katella Avenue, Suite 300  
Anaheim, CA 92806-5209\*

END OF ATTACHMENT "D".

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AGREEMENT BETWEEN LASSEN COUNTY AND WILL DAN ENGINEERING



Contractor Initials 

## ATTACHMENT E

### NO THIRD-PARTY BENEFICIARIES

This Agreement is made solely and specifically among and for the benefit of the parties to it, the COUNTY and the CONTRACTOR, and their respective successors and assigns, subject to the express provision of the agreement relating to successors and assigns, and no other person; has or will have any rights, interest, or claims under this Agreement as a third-party beneficiary or otherwise. This Agreement shall not establish any actionable duty of the County or County personnel inuring to any third party or to anyone claiming under or on behalf of such a third party.

END OF ATTACHMENT "E"

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AGREEMENT BETWEEN LASSEN COUNTY AND WILL DAN ENGINEERING	



FIRST AMENDMENT TO AGREEMENT  
BY AND BETWEEN  
LASSEN COUNTY AND WILL DAN ENGINEERING

This First Amendment to Agreement ("Amendment") is made on September 11, 2017, between LASSEN COUNTY ("COUNTY") and WILL DAN ENGINEERING ("CONTRACTOR") who agree as follows:

1. **Recitals:** This Amendment is made with reference to the following facts and objectives:

a. LASSEN COUNTY and WILL DAN ENGINEERING have entered into a written Agreement dated June 18, 2016, (the "Agreement"), in which WILL DAN ENGINEERING agreed to provide to Lassen County plan check services, inspection services, CASp services, and building official services all on an on-call as needed basis.

2. **Amendments:** The parties agree to amend the Agreement as follows:

Term is amended to read as follows:

The term of the agreement shall be for the period of July 1, 2017 through June 30, 2018.

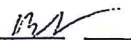
3. **Effectiveness of Agreement:** Except as set forth in this First Amendment of Agreement, all provisions of the Agreement dated June 18, 2016 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates shown opposite their respective signatures.

CONTRACTOR  
Willdan Engineering

Dated: 10-25-17

By:   
James M. Guerra, Director of Building and Safety

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 County Initials


AMENDMENT 1, Page 1

Contractor Initials \_\_\_\_\_


FIRST AMENDMENT TO AGREEMENT BY AND BETWEEN  
LASSEN COUNTY AND WILL DAN ENGINEERING

COUNTY  
County of Lassen

Dated: 10-30-17

By:   
Maurice L. Anderson, Director of Department of  
Planning and Building Services

Dated: 9/26/17  
Approved as to form:

By:   
~~to~~ Robert M. Burns, Lassen County Counsel

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 County Initials      AMENDMENT 1, Page 2      Contractor Initials \_\_\_\_\_

FIRST AMENDMENT TO AGREEMENT BY AND BETWEEN  
LASSEN COUNTY AND WILL DAN ENGINEERING

SECOND AMENDMENT TO AGREEMENT  
BY AND BETWEEN  
LASSEN COUNTY AND WILLDAN ENGINEERING

This Second Amendment to Agreement ("Amendment") is made on June 1, 2018, between LASSEN COUNTY ("COUNTY") and WILLDAN ENGINEERING ("CONTRACTOR") who agree as follows:

1. **Recitals:** This Amendment is made with reference to the following facts and objectives:

- a. LASSEN COUNTY and WILLDAN ENGINEERING have entered into a written Agreement dated June 18, 2016, (the "Agreement"), in which WILLDAN ENGINEERING agreed to provide to Lassen County plan check services, inspection services, CASp services, and building official services all on an on-call as needed basis.

2. **Amendments:** The parties agree to amend the Agreement as follows:

Term is amended to read as follows:

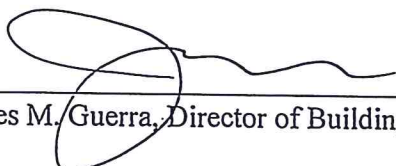
The term of the agreement shall be for the period of July 1, 2018 through June 30, 2019.

3. **Effectiveness of Agreement:** Except as set forth in this Second Amendment of Agreement, all provisions of the Agreement dated June 18, 2016 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates shown opposite their respective signatures.


CONTRACTOR  
Willdan Engineering

Dated: 4-28-18

By:   
James M. Guerra, Director of Building and Safety

 County Initials

AMENDMENT 2, Page 1

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SECOND AMENDMENT TO AGREEMENT BY AND BETWEEN  
LASSEN COUNTY AND WILLDAN ENGINEERING





COUNTY  
County of Lassen

Dated: 5-4-18

By:   
Maurice L. Anderson, Director of Department of  
Planning and Building Services

Dated: 4/16/18  
Approved as to form: \_\_\_\_\_

By:   
Robert M. Burns, Lassen County Counsel

 County Initials

AMENDMENT 2, Page 2

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SECOND AMENDMENT TO AGREEMENT BY AND BETWEEN  
LASSEN COUNTY AND WILL DAN ENGINEERING