AGENDA ITEM: Professional Services Agreement with Willdan Engineering for building inspection and related services.

SUPPORTIVE DOCUMENTS ATTACHED: ☐ Memo ☐ Resolution ☑ Agreement ☐ Other

BACKGROUND INFORMATION: This is due to the current vacancy of the Building Inspector position. This agreement is proposing the same terms, including rates, as in 2005.

FUNDING SOURCE:
GENERAL FUND IMPACT: General Fund Impact
OTHER FUND: AMOUNT: $25,000 not to exceed N/A

IS THIS ITEM ALLOCATED IN THE BUDGET? ☑ Yes ☐ No
IS A BUDGET TRANSFER REQUIRED? ☐ Yes ☑ No
ARE ADDITIONAL PERSONNEL REQUIRED?
☐ Yes, -- --
☐ No

SIGNATURE:

Tim H. Beals
APPROVING PARTY OR AUTHORIZED AGENT

APPROVED AS TO FORM AND FUNDING SOURCES:

COUNTY COUNSEL __________________________ AUDITOR/RISK MANAGER __________________________

SPACE BELOW FOR CLERK’S USE

BOARD ACTION:
☐ Approved
☐ Approved as amended
☐ Adopted
☐ Adopted as amended
☐ Denied
☐ Other
☐ No Action Taken
☐ Set public hearing
For: __________________________
☐ Direction to: __________________________
☐ Referred to: __________________________
☐ Continued to: __________________________
☐ Authorization given to: __________________________
Resolution 2013- ____________
Agreement 2013- ____________
Ordinance __________________________
Vote:
Ayes: __________________________
Noes: __________________________
Abstain: __________________________
Absent: __________________________

COMMENTS:
_______________________________________________________________________________
_______________________________________________________________________________
_______________________________________________________________________________

CLERK TO THE BOARD __________________________ DATE __________________________
AGREEMENT FOR
PROFESSIONAL
SERVICES -
Building Inspection Services

THIS AGREEMENT for Professional Services ("Agreement") is made as of the Agreement Date set forth below by and between the County of Sierra, a political subdivision of the State of California ("the COUNTY"), and

Willdan Engineering, a California Corporation
"CONTRACTOR"

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:

OPERATIVE PROVISIONS

1. SERVICES.

The CONTRACTOR shall provide those services described in Attachment "A", Provision A-1. CONTRACTOR shall provide said services at the time, place and in the manner specified in Attachment "A", Provisions A-2 through A-3.

2. TERM.

Commencement Date: October 17, 2013
Termination Date: June 30, 2014

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 billings 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, except as provided in this paragraph. COUNTY shall furnish CONTRACTOR only those facilities, equipment, and other materials and shall perform those obligations listed in Attachment "A.4".

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.

Tim H. Beals is the designated representative of the COUNTY and will administer this Agreement for the COUNTY. Ron Espalin is the authorized representative for CONTRACTOR. Changes in 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 - Form of Invoice

9. AGREEMENT DATE. The effective date of this Agreement is October 17, 2013.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day here first above written.

"COUNTY"
COUNTY OF SIERRA

By
SCOTT SCHLEFSTEIN
Chairman, Board of Supervisors

RON ESPALIN, WILLDAN
Director of Building & Safety

ATTEST: APPROVED AS TO FORM:

HEATHER FOSTER
Clerk of the Board

JAMES A. CURTIS
County Counsel
A.1 SCOPE OF SERVICES AND DUTIES.

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

Provision of on-call building inspection and related services in accordance with proposal identified as Exhibit A, attached hereto and incorporated herein.

A.2. TIME SERVICES RENDERED.

As requested between October 17, 2013 and June 30, 2014.

A.3. MANNER SERVICES ARE TO BE PERFORMED.

As an independent contractor, CONTRACTOR shall be responsible for providing services and fulfilling obligations hereunder in a professional manner. COUNTY shall not control the manner of performance.

A.4. FACILITIES FURNISHED BY COUNTY.

Copies of existing records and supporting documentation, as well as use of office space necessary to perform all work.
ATTACHMENT B

PAYMENT

COUNTY shall pay CONTRACTOR as follows:

B.1 BASE CONTRACT FEE. COUNTY shall pay CONTRACTOR on a time and materials basis a contract fee not to exceed twenty five thousand dollars ($25,000) in accordance with rate sheet attached as Exhibit B. CONTRACTOR shall submit requests for payment after completion of services or no later than the tenth (10th) day of the month following provision of services. Request for payment shall be substantially in the form of the invoice attached hereto as Attachment E. Payment shall be made within thirty (30) days after the Invoice is approved by the County Contract Administrator. In no event shall total compensation paid to CONTRACTOR under this Provision B.1 exceed $25,000 without an amendment to this Agreement approved by the Sierra County Board of Supervisors;

B.2 MILEAGE. Included in base proposal. Notwithstanding anything to the contrary in this agreement mileage for vehicle use shall be paid only at the IRS approved rate.

B.3 TRAVEL COSTS. None

B.4 AUTHORIZATION REQUIRED. Services performed by CONTRACTOR and not authorized in this Agreement shall not be paid for by COUNTY. Payment for additional services shall be made to CONTRACTOR by COUNTY if, and only if, this Agreement is amended in writing by both parties in advance of performing additional services.

B.5 SPECIAL CIRCUMSTANCES. None

B.6 MAXIMUM CONTRACT AMOUNT. The maximum amount payable to CONTRACTOR under this Agreement shall not exceed the following:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>B.1 Base Contract Fee</td>
<td>$25,000</td>
</tr>
<tr>
<td>B.2 Mileage</td>
<td>Included</td>
</tr>
<tr>
<td>B.3 Travel Costs</td>
<td>Included</td>
</tr>
<tr>
<td>B.4 Authorization Required</td>
<td>0</td>
</tr>
<tr>
<td>B.5 Special Circumstances</td>
<td>0</td>
</tr>
<tr>
<td>MAXIMUM CONTRACT AMOUNT</td>
<td>$25,000</td>
</tr>
</tbody>
</table>

ATTACHMENT B - Page 1 of 1
ATTACHMENT C

ADDITIONAL PROVISIONS

[NONE]
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 Government Code Section 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 in any way without the written consent of the COUNTY.
D.2 LICENSES, PERMITS, ETC. CONTRACTOR represents and warrants to COUNTY that it has all 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 through and with an insurer acceptable to COUNTY, naming the COUNTY and COUNTY’s officers, employees, agents and independent contractors as additional insured (hereinafter referred to as "the insurance"). The insurance shall contain the coverage indicated by the checked items below.

- **D.5.1.1** Comprehensive general liability insurance including comprehensive public liability insurance with minimum coverage of Two Million Dollars ($2,000,000) per occurrence and with not less than Three Million Dollars ($3,000,000) 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 CONTRACTOR employees and other persons for whom CONTRACTOR is responsible to provide such insurance coverage, as provided by Division 4 and 4.5 of the 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 The insurance shall include an endorsement that no cancellation may be made until thirty (30) days after written notice is delivered to County, ten (10) days notice if cancellation is due to nonpayment of premium.

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:

County of Sierra  
Auditor/Risk-Manager  
P.O. Drawer 425  
Downieville, CA 95936

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. CONTRACTOR shall defend, indemnify, and hold harmless COUNTY, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability for damage or claims for damage for any economic loss or personal injury, including death, as well as for property damage, which may arise from the intentional misconduct or negligent acts or omissions of CONTRACTOR in the performance of services rendered under this Agreement by CONTRACTOR, or any of CONTRACTOR's officers, agents, employees, contractors, or subcontractors.

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. 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 (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. 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 to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, 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, words, 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 One Thousand Dollars ($1,000). 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.

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 waiveing.

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 Sierra 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 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.

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 Sierra, 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.

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 Administrative Code 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 I.D. Number or Social Security Number.

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":
Board of Supervisors
County of Sierra
Post Office Drawer D
Downieville, CA 95936

With a copy to:
County Counsel
County of Sierra
Post Office Drawer D
Downieville, CA 95936

If to "CONTRACTOR":
Willdan Engineering
Ron Espalin
2240 Douglas Boulevard, Suite 270
Roseville, CA 95661

AGMT-SER.PRO 1029131517
Willdan Engineering
2240 Douglas Boulevard, Suite 270
Roseville, CA 95661

(Taxpayers I.D. or Social Security No.)

County of Sierra
Auditor's Office
Post Office Box 425
Downieville, California 95936

Our File No. _________

Re:___________________________

STATEMENT OF ACCOUNT FOR

_________________________________________________

BALANCE FORWARD      $

_________________________________________________

TOTAL CURRENT CHARGES:

Date Staff Description of Service Hrs Rate Total


Total $________________

ATTACHMENT E
Exhibit A- Description of Services

A. Building Plan Examination
Willdan will provide plan examination services for the County of Sierra to include the following:

1. Plan examination to the latest adopted editions of the California Building Standards Code in the California Code of Regulations, Title 24, including the California Building Code, California Electrical Code, California Mechanical Code, California Plumbing Code, and California Energy Code, as appropriate for the occupancy classification and project. Plan examinations will not include fire and life safety features subject to the jurisdiction of the Fire Official: i.e. fire alarms, fire sprinklers, control rooms, and fire truck connections to the building.

2. Plan examination for compliance to any County Code modifying or adding to the California Building Standards Code in Title 24, and any designated Very High Fire Hazard Severity Zones.

3. Plan examination for the use and installation of manufactured homes, factory-built housing including building component systems, and commercial modulars (formerly known as commercial coaches) as regulated by California Code of Regulations, Title 25, as applicable.

4. Plan examination will include up to two re-checks of resubmitted plans and support documents in response to Willdan written requests for corrections. Fourth and subsequent examinations, if necessary, is out of scope work and will be billed at Willdan’s hourly rate shown as Out of Scope Work in Exhibit B.

5. Availability by telephone, fax, or other electronic media to assist the applicant/designer in responding to the plan examination comments except that Willdan will not assume a design role.

6. Submit any proposed use of alternate methods of construction or materials to the County Building Official for approval. Such submittals will include a recommendation for either approval or denial, and rational.

7. Return approved plans and tracking log, or in the case where corrections are appropriate, written and or electronic notification of plan examination comments to the County. Willdan will coordinate and gain approval from the County when plans may be approved with “redline corrections” of minor violations or issues.

8. The County will deliver plans to Willdan using the U.S. Mail or other appropriate delivery means. Willdan will return plans to clients and the County by overnight delivery service at Willdan’s expense. Where no overnight service is available, Willdan will returned plans by U.S. Mail or other appropriate delivery service.

9. Willdan’s written comment letters to the person responsible for the examined plans and support documents will describe any code violation in full with reference to sheet and detail identification, and specific codes and sections relating to each comment as applicable.
10. A plan examination shall mean a review of structural, fire and life safety, plumbing, electrical, mechanical, energy conservation and accessibility provisions. A partial plan examination will include only those elements determined by the County.

**Turn-around Time:** Willdan will provide plan examinations with the following turn-around times:

1. 12 working days for complete plans for the construction of a single-family dwelling.
2. 12 working days for complete plans of a tenant improvement to an existing commercial occupancy.
3. 15 working days for complete plans for the construction of a new building containing multifamily or commercial occupancies, limited to two stories or 100,000 square feet.
4. 20 working days for complete plans for the construction of any a building containing multifamily or commercial occupancies exceeding two stories or more than 100,000 square feet.
5. Rechecks will be completed within 7 working days.
6. During the peak of the construction season, turn around times may increase. Willdan will communicate delays.

**Project Status Report:** Client building departments are provided access to Willdan’s Plan Check Tracking System via the Internet. The available report provides a listing of all plan review projects delegated to Willdan by the client building department with the project identification, plan review status, in and out dates, and links to the Willdan issued plan review comment or approval letter. The report site available to each building department is a protected site accessible by a password unique to each client building department. This service is proving to be very helpful to our client building department because they are able to access project information and the plan review comment letter quickly without calling our offices for the information.

**Technical Support:** When vital to project success Willdan will provide technical support when mutually agreed between Willdan and County. To that end, Willdan will attend pre-construction and pre-design meetings and make field visits and provide support for field inspection personnel on an as-needed basis.

**Use of Subcontractors:** Willdan has subcontractors to supplement the Plan Examination Team for specific disciplines or to maintain turn-around times. All such subcontractors will be determined acceptable to the County prior to use.

**Invoice Submittals:** Willdan will submit invoices containing all information needed by the County to identify each project, including but not limited to a tracking number, client name, project location, labor performed, any agreed out of scope work, and cost. Willdan is willing to add any information required by the County.

In cases where the plan review project is abandoned by the applicant or not resubmitted to Willdan for rechecking for any reason, Willdan may invoice the County at the rate of 70% of the plan review fee when the initial plan review was completed, 80% when one recheck was completed, and 100% when more than one recheck was performed.

**B. Inspection Services**
Willdan will provide inspection personnel on an as needed basis to assist the County with inspections to enforce the California Building Standards Code and any County Ordinances making amendment thereto. Such personnel will be subject to interview and acceptance by the County prior to performing inspections.
EXHIBIT B-COMPENSATION

A. Plan Examinations
Willdan will perform the plan examinations at the following rates:

1. For new single-family dwellings and alterations to existing single-family dwellings, 75% of the County’s plan check fee determined by the County Building Department in their regular course of business with the public.

2. For new construction of multifamily and commercial occupancies, and alterations to existing multifamily and commercial occupancies, 75% of the County’s plan check fee determined by the County Building Department in their regular course of business with the public for projects where the County fee is less than $10,000. For projects where the County fee is $10,000 or more, Willdan’s fee will be 70% of the County fee.

3. If less than a complete plan review is requested, for example “structural only”, the Willdan fee will be 37.5% of the County’s plan check fee determined by the County Building Department. Other combinations of plan review may be performed at a fee determined by mutually agreement.

4. Extra Work: Extra work may be arranged to be performed on an hourly bases listed below as Out of Scope Work. Three and subsequent rechecks of plans is considered extra work.

B. Inspection Services
Willdan will provide inspection personnel at the following rates:

1. Building Inspector: $80 per hour, including all travel and expenses as stated in #3 below. Note: Assistant Building Inspectors are available at the rate of $45 to $65. The fee range allow for a mutual agreed rate based on the client need and qualifications of the personnel.

2. Senior or Supervising Building Inspector: $90 per hour, including all travel and expenses as stated in #3 below.

3. Travel time while performing inspections for the County is inspection time subject to the hourly inspection rate. Travel to the County from a Willdan office is excluded and is not chargeable to the County.

C. Out of Scope and Extra Work
For work requested by the County not subject to this agreement, or for the fourth and subsequent rechecks of plans, the following hourly rates will apply:

<table>
<thead>
<tr>
<th>Division Manager</th>
<th>$150</th>
<th>Plans Examiner</th>
<th>$90</th>
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<tbody>
<tr>
<td>Structural Engineer</td>
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<td>Plans Examiner Aide</td>
<td>$55</td>
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<tr>
<td>Building Official</td>
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<td>Senior Building Inspector</td>
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</tr>
<tr>
<td>Plan Check Engineer</td>
<td>$110</td>
<td>Building Inspector</td>
<td>$80</td>
</tr>
<tr>
<td>Senior Plans Examiner</td>
<td>$100</td>
<td>Assistant Inspector</td>
<td>$45 to $65</td>
</tr>
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