

CONSULTANT AGREEMENT

THIS AGREEMENT (“Agreement”) for Engineering Consultant Services, hereinafter referred to as “Agreement,” is made and entered into this 9<sup>th</sup> day of August, 2022, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as “COUNTY,” and Willdan Engineering, a California Corporation, whose address is 2014 Tulare Street, Suite 515, Fresno CA 93721, hereinafter referred to as “CONSULTANT.”

WITNESSETH:

WHEREAS, the COUNTY desires to retain the CONSULTANT to provide engineering consultant services, to generate construction and development standard improvement plans and specifications to assist the COUNTY in the performance of public projects and oversight of projects that impact public facilities, over which the COUNTY exercises a level of general oversight (hereinafter referred to as “PROJECT”); and

WHEREAS, the said CONSULTANT has been selected in accordance with the COUNTY’s Ordinance Code Chapter 4.10 on the selection of architects, engineers, and other professionals, to provide the engineering services necessary for PROJECT; and

WHEREAS, the individual listed below

Erin Haagenson, Principal Staff Analyst  
2220 Tulare Street, 6<sup>th</sup> Floor, Fresno CA 93721  
(559) 600-9908

[ehaagenson@fresnocountyca.gov](mailto:ehaagenson@fresnocountyca.gov)

is designated as the CONTRACT ADMINISTRATOR for this Agreement on behalf of the COUNTY, and shall remain so unless the CONSULTANT is otherwise notified in writing by the COUNTY’s Director of Public Works and Planning or his/her designee (hereinafter referred to as “DIRECTOR”), and

WHEREAS, the individual listed below

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1 Tyrone Peter, PE

2 2014 Tulare Street, Suite 515, Fresno CA 93721

3 (559) 443-5290

4 [tpeter@willdan.com](mailto:tpeter@willdan.com)

5 is designated as the CONSULTANT's PROJECT MANAGER for the Agreement, and  
6 shall remain so unless the CONSULTANT requests and the DIRECTOR approves, in  
7 writing, a change of the CONSULTANT'S PROJECT MANAGER, which approval will  
8 not be unreasonably withheld.

9 NOW, THEREFORE, in consideration of the mutual covenants, terms and  
10 conditions herein contained, the parties hereto agree as follows:

11 I. GENERAL PROVISIONS

12 A. The COUNTY hereby contracts with the CONSULTANT as an independent  
13 contractor to provide all consultant engineering services required for the PROJECT.  
14 Said services are described in Article II herein.

15 B. The CONSULTANT'S services shall be performed as expeditiously as is  
16 consistent with professional skill and the orderly progress of the work.

17 C. The CONSULTANT'S PROJECT team key personnel shall be as listed in  
18 Exhibit A, attached hereto and incorporated herein. Any substitutions of personnel must  
19 be approved in advance by the CONTRACT ADMINISTRATOR, which approval shall  
20 not be unreasonably withheld. The CONSULTANT shall notify the CONTRACT  
21 ADMINISTRATOR of the names and classifications of employees assigned to each  
22 specific PROJECT, and shall not reassign such employees to other projects of the  
23 CONSULTANT without notification to and prior approval by the CONTRACT  
24 ADMINISTRATOR.

25 D. The CONSULTANT may retain, as subconsultants, specialists in such  
26 engineering disciplines (including, but not limited to, structural, mechanical,  
27 transportation, environmental, water resources, electrical, surveying, and geotechnical)  
28 as the CONSULTANT requires to assist in completing the work. Provided, however, that

1 all subconsultants used by the CONSULTANT shall be approved in writing by the  
2 CONTRACT ADMINISTRATOR before they are retained by the CONSULTANT, which  
3 approval shall not be unreasonably withheld. The subconsultants listed in Exhibit B,  
4 attached hereto and incorporated herein, shall be considered as approved by the  
5 CONTRACT ADMINISTRATOR. Should the CONSULTANT retain any subconsultants,  
6 the maximum amount of compensation to be paid to the CONSULTANT under Article V  
7 below shall not be increased. Any additional compensation to be paid to the  
8 CONSULTANT for such subconsultants' work shall be limited to administrative time as  
9 defined in the fee proposal. Additional fees other than those defined in the fee proposal  
10 shall not be reimbursed.

11 II. CONSULTANT'S SERVICES

12 A. The CONSULTANT agrees to provide the professional services that are  
13 necessary for the PROJECT. Such work by the CONSULTANT shall not begin until the  
14 CONSULTANT has received a written Notice to Proceed from the PROJECT  
15 ADMINISTRATOR authorizing the necessary service, agreed upon fee, and scope of  
16 work.

17 B. A preliminary schedule is attached hereto as Exhibit C. CONSULTANT will  
18 make every reasonable attempt to adhere to the agreed schedule and will notify the  
19 COUNTY in the event that the schedule becomes unattainable. The schedule may be  
20 revised upon approval of the CONTRACT ADMINISTRATOR or other person  
21 designated by the DIRECTOR.

22 C. The CONSULTANT agrees that each professional or other individual  
23 performing work on any task hereunder relating to the PROJECT shall be adequately  
24 trained to perform the work and shall possess the proper license, certification or  
25 registration as required by law or by accepted standards of the applicable profession;  
26 provided, however, that unlicensed individuals having adequate experience may be  
27 acceptable for certain tasks as determined by the COUNTY'S CONTRACT  
28 ADMINISTRATOR. The CONSULTANT agrees to provide staff to perform the

1 professional services that are necessary to complete the following tasks when expressly  
2 authorized in writing by the COUNTY'S CONTRACT ADMINISTRATOR.

3 1. Ascertain the requirements of the COUNTY through meetings and  
4 discussions, and seek direction regarding the drawings and specifications required. A  
5 listed range of topics is attached as Exhibit D, and shall serve as a guide.

6 2. Ascertain any requirements, unforeseen criteria, or issues for the  
7 PROJECT that may be unknown, and communicate these requirements, criteria, or  
8 issues to the CONTRACT ADMINISTRATOR.

9 3. Design the Drawings and Technical Specifications to conform to the  
10 laws, regulations and requirements of reviewing agencies having jurisdiction over the  
11 types of work.

12 4. Prepare Standard Improvement Plans/Drawings in AutoCad Civil 3D,  
13 formatted for publication in size 8.5" x 11" and delivered electronically via email.

14 5. Prepare Standard Improvement Specifications in Microsoft Word 2019,  
15 formatted for publication in size 8.5" x 11" and delivered electronically via email.

16 6. Prepare presentations and conduct up to six (6) workshops with Public  
17 Works staff, one (1) with the Planning Commission, and one (1) presentation to the  
18 Board of Supervisors, for review of Standards, revisions and additions.

19 7. CONSULTANT shall address in or supplemental to the standards:  
20 tentative and final subdivision map requirements, internal and external plan check lists,  
21 and bonding/construction security requirements with unit cost schedules for all public  
22 works improvement facilities.

23 D. The CONSULTANT shall periodically meet with and solicit feedback from  
24 Public Works staff, and shall submit to the COUNTY'S CONTRACT ADMINISTRATOR  
25 60% and 90% improvement standards for review, in the formats specified in Section C,  
26 Paragraphs 4 and 5 of this Article II. Prior to submission of final plans and  
27 specifications, the CONSULTANT shall ensure acceptable drafting format and  
28 reproducible standards, which shall be verified by the CONTRACT ADMINISTRATOR.

1 Verification of compatible format will be required prior to final file delivery. The  
2 CONTRACT ADMINISTRATOR, at his/her discretion, may reject a submittal that is  
3 determined insufficient.

4 E. The CONSULTANT will be allowed to use the City of Fresno or other  
5 comparative Standard Drawings and Specifications as the basis for creating the new  
6 County Public Improvement Standards. However, the CONSULTANT will be required to  
7 coordinate with the current County Improvement Standards, the City of Clovis  
8 Standards, the latest edition of the Caltrans Standard Plans and Specifications and any  
9 other current regulatory standard, and to comply with all applicable legal requirements,  
10 such as the Americans with Disabilities Act.

11 III. OBLIGATIONS OF THE COUNTY

12 A. Provide an individual CONTRACT ADMINISTRATOR to serve as a  
13 representative of the COUNTY who will coordinate and communicate with the  
14 CONSULTANT, to the extent appropriate, to facilitate the CONSULTANT'S  
15 performance of its obligations in accordance with the provisions of this Agreement.

16 B. Provide the CONSULTANT with a PROJECT Scope and Schedule, and  
17 compensate the CONSULTANT as provided in this Agreement.

18 C. Provide basic plan sheet layouts as required.

19 D. Examine documents submitted to the COUNTY by the CONSULTANT and  
20 render timely decisions pertaining thereto.

21 E. Provide copies of available existing as-built plans and right-of-way drawings  
22 from the COUNTY'S files, to assist the CONSULTANT.

23 F. Give reasonably prompt consideration to all matters submitted for approval  
24 by the CONSULTANT to the end that there will be no substantial delays in the  
25 CONSULTANT'S work under this Agreement. An approval, authorization, or request to  
26 the CONSULTANT given by the COUNTY will be binding upon the COUNTY under the  
27 terms of this Agreement only if it is made in writing and signed on behalf of the  
28 COUNTY by the CONTRACT ADMINISTRATOR.

1 IV. TERM

2 A. The term of this Agreement shall be for a period of three (3) years,  
3 commencing upon execution by the COUNTY, through and including the third  
4 anniversary of the execution date. This Agreement may be extended for two (2)  
5 additional consecutive twelve (12) month periods upon written approval of both parties  
6 no later than thirty (30) days prior to the first day of the next twelve (12) month  
7 extension period. The DIRECTOR or his/her designee is authorized to execute such  
8 written approval on behalf of COUNTY based on the CONSULTANT'S satisfactory  
9 performance.

10 B. The CONSULTANT is advised and hereby acknowledges its understanding  
11 that any recommendation for award is not binding on the COUNTY until this Agreement  
12 is fully executed following its approval by the COUNTY'S Board of Supervisors.

13 V. ALLOWABLE COSTS AND PAYMENTS

14 A. Total Fee:

15 1. Compensation for the services rendered shall be computed at the unit  
16 rates listed in Exhibit E ("Cost Proposal"), for each standard drawing and the associated  
17 technical specifications, or at the hourly or ancillary rates listed in the aforementioned  
18 Exhibit E, for supplementary basic fee services or approved extra services. In no event  
19 will CONSULTANT be reimbursed at rates that exceed the CONSULTANT'S approved  
20 cost rates, as set forth in its Cost Proposal, which is attached as Exhibit E hereto and  
21 incorporated by this reference as though fully set forth herein.

22 2. The maximum total amount payable by the COUNTY shall not exceed  
23 Two-Hundred twenty-six thousand, two hundred forty-seven dollars (\$226,247) during  
24 the term of this Agreement. This includes the basic fee services in the bid amount of  
25 One-hundred eighty thousand, seven hundred forty-nine dollars (\$180,749) and an  
26 extra services allowance of Forty-five thousand, four hundred ninety-eight dollars  
27 (\$45,498) for contingency purposes should any extra services be deemed necessary  
28 and expressly authorized in writing by the CONTRACT ADMINISTRATOR. It is

1 understood that all expenses incidental to the CONSULTANT'S performance of services  
2 under this Agreement shall be borne by the CONSULTANT. The maximum total cost  
3 shall not be exceeded, unless authorized by written amendment to this Agreement in  
4 accordance with Article VIII, Section A.

5 3. CONSULTANT will be reimbursed promptly following receipt by the  
6 COUNTY'S CONTRACT ADMINISTRATOR of itemized invoices as provided in this  
7 Article V. Invoices shall be submitted no later than sixty (60) calendar days after the  
8 performance of work for which CONSULTANT is billing. Invoices shall detail the work  
9 performed on each milestone and each project as applicable. Invoices shall follow the  
10 format stipulated for the approved Cost Proposal and shall reference this Agreement  
11 number and project title. The final invoice must contain the final costs and any credits  
12 due to the COUNTY. The final invoice should be submitted within ninety (90) calendar  
13 days after completion of CONSULTANT'S work. Invoices shall be emailed to the  
14 COUNTY at the following address: [PWPBusinessOffice@fresnocountyca.gov](mailto:PWPBusinessOffice@fresnocountyca.gov).

15 B. Payments:

16 1. Prompt progress payments will be made by the COUNTY following  
17 receipt of the CONSULTANT'S monthly invoices and approval by the CONTRACT  
18 ADMINISTRATOR thereof based on the CONTRACT ADMINISTRATOR'S evaluation of  
19 work completed by CONSULTANT. Invoices shall clearly identify the work performed  
20 and progress, and the staff member, number of hours spent working on each  
21 assignment and the date(s) on which the work was performed shall be listed to support  
22 hourly billing, as well as payment documentation, as provided in Article V, Section B,  
23 Paragraph 4, pertaining to any approved subconsultant(s).

24 2. Upon receipt of a proper invoice, the CONTRACT ADMINISTRATOR  
25 will take a maximum of ten (10) working days to review, approve, and submit it to the  
26 COUNTY Auditor-Controller/Treasurer-Tax Collector. Unsatisfactory or inaccurate  
27 invoices will be returned to the CONSULTANT for correction and resubmittal. Payment  
28 will be issued to the CONSULTANT within forty (40) calendar days of the date the

1 Auditor-Controller/Treasurer-Tax Collector receives the approved invoice.

2 3. An unresolved dispute over a possible error or omission may cause  
3 payment of the CONSULTANT fees in the disputed amount to be withheld by the  
4 COUNTY.

5 4. Concurrently with the invoices, the CONSULTANT shall certify  
6 (through copies of issued checks, receipts or other COUNTY pre-approved  
7 documentation) that complete payment has been made to all approved subconsultants  
8 (if any), as provided herein for all previous invoices paid by the COUNTY. However, the  
9 parties do not intend that the foregoing create in any subconsultants or subcontractors a  
10 third-party beneficiary status or any third-party beneficiary rights and do hereby  
11 expressly disclaim any such status or rights.

12 5. Final invoices shall be submitted to CONTRACT ADMINISTRATOR no  
13 later than thirty (30) days after the PROJECT is completed. Final payments shall not be  
14 made until the COUNTY confirms that all services for the PROJECT are completed.

15 6. In the event the DIRECTOR reduces the scope of the  
16 CONSULTANT'S work under the Agreement for a specific task (or discontinues a  
17 specific task), whether due to a deficiency in the appropriation of anticipated funding or  
18 otherwise, the CONSULTANT will be compensated on a pro rata basis for actual work  
19 completed and accepted by the DIRECTOR in accordance with the terms of the  
20 Agreement.

21 7. No retainage will be withheld by the COUNTY from progress payments  
22 due the CONSULTANT. Retainage by the CONSULTANT or subconsultants is  
23 prohibited, and no retainage will be held by the CONSULTANT from progress payments  
24 due to its subconsultants. Any violation of this provision shall subject the violating  
25 CONSULTANT or subconsultants to the penalties, sanctions, and other remedies  
26 specified in Section 7108.5 of the California Business and Professions Code. This  
27 requirement shall not be construed to limit or impair any contractual, administrative, or  
28 judicial remedies, otherwise available to the COUNTY, CONSULTANT or any approved

1 subconsultant(s), in the event of a dispute involving late payment or nonpayment,  
2 deficient performance, or noncompliance by the CONSULTANT or a subconsultant.

3 VI. TERMINATION

4 A. This Agreement may be terminated by the COUNTY, provided that the  
5 COUNTY gives not less than thirty (30) calendar days' written notice of intent to  
6 terminate. Upon termination, the COUNTY shall be entitled to all work performed under  
7 this Agreement, whether completed or not.

8 B. The COUNTY may temporarily suspend this Agreement, at no additional  
9 cost to the COUNTY, provided that the CONSULTANT is given written notice (delivered  
10 by certified mail, return receipt requested) of temporary suspension. If the COUNTY  
11 gives such notice of temporary suspension, the CONSULTANT shall immediately  
12 suspend its activities under this Agreement. A temporary suspension may be issued  
13 concurrent with the notice of termination.

14 C. Notwithstanding any provisions of this Agreement, the CONSULTANT shall  
15 not be relieved of liability to the COUNTY for damages sustained by the COUNTY by  
16 virtue of any breach of this Agreement by the CONSULTANT, and the COUNTY may  
17 withhold any payments due to the CONSULTANT until such time as the exact amount  
18 of damages, if any, due to the COUNTY from the CONSULTANT is determined.

19 D. In the event of termination, the CONSULTANT shall be compensated as  
20 provided for in this Agreement. Upon termination, the COUNTY shall be entitled to all  
21 work, including but not limited to, reports, investigations, appraisals, inventories,  
22 studies., analyses, drawings and data estimates performed to that date, whether  
23 completed or not.

24 E. In no event shall any payment by the COUNTY constitute a waiver by the  
25 COUNTY of any breach of this Agreement or any default which may then exist on the  
26 part of the CONSULTANT, nor shall such payment impair or prejudice any remedy  
27 available to the COUNTY with respect to the breach or default. The COUNTY shall have  
28 the right to demand of the CONSULTANT the repayment to the COUNTY of any funds

1 disbursed to the CONSULTANT under this Agreement, which in the judgment of the  
2 COUNTY were not expended in accordance with the terms of this Agreement. The  
3 CONSULTANT shall promptly refund any such funds upon demand.

4 VII. INDEPENDENT CONTRACTOR

5 A. In performance of the work, duties and obligations assumed by  
6 CONSULTANT under this Agreement, it is mutually understood that the CONSULTANT,  
7 including any and all of the CONSULTANT'S officers, agents and employees will at all  
8 times be acting and performing as an independent contractor, and shall act in an  
9 independent capacity and not as an officer, agent, servant, employee., joint venturer,  
10 partner, or associate of the COUNTY. Furthermore, the COUNTY shall have no right to  
11 control or supervise or direct the manner or method by which the CONSULTANT shall  
12 perform its work and function. However, the COUNTY shall retain the right to administer  
13 this Agreement so as to verify that the CONSULTANT is performing its obligations in  
14 accordance with the terms and conditions thereof.

15 B. The CONSULTANT and the COUNTY shall comply with all applicable  
16 provisions of law and the rules and regulations, if any, of governmental authorities  
17 having jurisdiction over matters the subject thereof.

18 C. Because of its status as an independent contractor, the CONSULTANT shall  
19 have absolutely no right to employment rights and benefits available to COUNTY  
20 employees. The CONSULTANT shall be solely liable and responsible for providing to,  
21 or on behalf of, its employees all legally-required employee benefits. In addition, the  
22 CONSULTANT shall be solely responsible and save the COUNTY harmless from all  
23 matters relating to payment of the CONSULTANT'S employees, including compliance  
24 with Social Security withholding and all other regulations governing such matters. It is  
25 acknowledged that during the term of this Agreement, the CONSULTANT may be  
26 providing services to others unrelated to the COUNTY or this Agreement.

27 VIII. CHANGE OF TERMS

28 A. This Agreement may be amended or modified only by mutual written

1 agreement of both parties. Except as provided in Article IV, Section A, any such written  
2 amendment to the Agreement may be approved on the COUNTY'S behalf only by its  
3 Board of Supervisors.

4 B. The CONSULTANT shall only commence work covered by an amendment  
5 after the amendment has been fully executed and written notification to proceed has  
6 been issued by the CONTRACT ADMINISTRATOR.

7 C. There shall be no change in CONSULTANT'S PROJECT MANAGER or  
8 members of the PROJECT team, as listed in the approved Cost Proposal (Exhibit E,  
9 which is incorporated as a part of this Agreement), without prior written approval by  
10 CONTRACT ADMINISTRATOR.

11 IX. SUBCONTRACTING

12 A. The CONSULTANT shall perform the work contemplated with resources  
13 available within its own organization and no portion of the work encompassed by this  
14 Agreement shall be subcontracted without advance written authorization by the  
15 COUNTY'S CONTRACT ADMINISTRATOR, except that which is expressly identified in  
16 the CONSULTANT'S approved Cost Proposal, Exhibit E hereto.

17 B. Nothing contained in this Agreement shall create any contractual relationship  
18 between the COUNTY and any subconsultant(s), and no subcontract between the  
19 CONSULTANT and any subconsultant shall relieve the CONSULTANT of any of its  
20 responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully  
21 responsible to the COUNTY for the acts and omissions of its subconsultants and of  
22 persons either directly or indirectly employed by any of its subconsultants, as it is for the  
23 acts and omissions of persons directly employed by the CONSULTANT. The  
24 CONSULTANT'S obligation to pay its subconsultants is a separate and independent  
25 obligation that is entirely unrelated to the COUNTY'S obligation to make payments to  
26 the CONSULTANT.

27 C. The CONSULTANT shall perform the work contemplated with resources  
28 available within its own organization and no portion of the work encompassed by this

1 Agreement shall be subcontracted without advance written authorization by the  
2 COUNTY'S CONTRACT ADMINISTRATOR.

3 D. Any subcontract entered into by the CONSULTANT as a result of this  
4 Agreement shall contain all the provisions stipulated in this entire Agreement to be  
5 applicable to subconsultants unless otherwise noted.

6 E. The CONSULTANT shall pay its subconsultants within fifteen (15) calendar  
7 days from receipt of each payment made to the CONSULTANT by the COUNTY.

8 F. Any substitution of an approved subconsultant must be approved in writing  
9 by the COUNTY'S CONTRACT ADMINISTRATOR in advance of assigning work to a  
10 substitute subconsultant.

11 X. NON-ASSIGNMENT

12 Neither party shall assign, transfer or subcontract this Agreement nor any of its  
13 rights or duties under this Agreement without the prior written consent of the other party.

14 XI. HOLD HARMLESS

15 The CONSULTANT agrees to indemnify, save, hold harmless, and at the  
16 COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any  
17 and all costs and expenses (including attorney's fees and costs), damages, liabilities,  
18 claims, and losses occurring or resulting to any person, firm, or corporation who may be  
19 injured or damaged by the performance, or failure to perform, of the CONSULTANT, its  
20 officers, agents, or employees under this Agreement. The provisions of this Section  
21 shall survive termination of this Agreement.

22 XII. INSURANCE

23 A. Without limiting the COUNTY'S right to obtain indemnification from the  
24 CONSULTANT or any other third parties, the CONSULTANT, at its sole expense, shall  
25 maintain in full force and effect, the following insurance policies throughout the term of  
26 the Agreement:

27 1. Commercial General Liability Insurance with limits of not less than Two  
28 Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million

1 Dollars (\$4,000,000). This policy shall be issued on a per occurrence basis. The  
2 COUNTY may require specific coverages including completed operations, products  
3 liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any  
4 other liability insurance deemed necessary because of the nature of this contract.

5 2. Comprehensive Automobile Liability Insurance with limits of not less than  
6 One Million Dollars (\$1,000,000) per accident for bodily injury and for property  
7 damages. Coverage shall include any auto used in connection with this Agreement.

8 3. Professional Liability

9 a. If CONSULTANT employs licensed professional staff, (e.g.,  
10 Ph.D., R.N., LSCSW, MFCC) in providing services, Professional Liability Insurance with  
11 limits of not less than One Million Dollars (\$1,000,000) per occurrence, Three Million  
12 Dollars (\$3,000,000) annual aggregate.

13 b. The Professional Liability Insurance shall be kept in full force and  
14 effect for a period of five (5) years from the date of substantial completion of the  
15 CONSULTANT'S work as determined by the COUNTY.

16 4. A policy of Worker's Compensation insurance as may be required by the  
17 California Labor Code.

18 5. The CONSULTANT shall obtain endorsements to the Commercial General  
19 Liability insurance naming the COUNTY, its officers, agents, and employees,  
20 individually and collectively, as additional insured, but only insofar as the operations  
21 under the Agreement are concerned. Such coverage for additional insured shall apply  
22 as primary insurance and any other insurance, or self-insurance, maintained by the  
23 COUNTY, its officers, agents, and employees shall be excess only and not contributing  
24 with insurance provided under the CONSULTANT'S policies herein. The CONSULTANT  
25 shall give the COUNTY at least thirty (30) days' advance written notice of any  
26 cancellation, expiration, reduction or other material change in coverage with respect to  
27 any of the aforesaid policies.

28 6. Prior to commencing any such work under the Agreement, the

1 CONSULTANT shall provide to the COUNTY certificates of insurance and  
2 endorsements for all of the required policies as specified above, stating that all such  
3 insurance coverage has been obtained and is in full force; that the COUNTY, its  
4 officers, agents and employees will not be responsible for any premiums on the policies;  
5 that such Commercial General Liability Insurance names the COUNTY, its officers,  
6 agents and employees, individually and collectively, as additional insured, but only  
7 insofar as the operations under the Agreement are concerned; that such coverage for  
8 additional insured shall apply as primary insurance and any other insurance, or self-  
9 insurance, maintained by the COUNTY, its officers, agents and employees, shall be  
10 excess only and not contributing with insurance provided under the CONSULTANT'S  
11 policies herein; and that this insurance shall not be cancelled or changed without a  
12 minimum of thirty (30) days' advance, written notice given to the COUNTY. All  
13 certificates shall clearly indicate the COUNTY'S identifying Contract Number for the  
14 Agreement, and the certificates shall be sent to the attention of the CONTRACT  
15 ADMINISTRATOR.

16           7. In the event the CONSULTANT fails to keep in effect at all times  
17 insurance as herein provided, the COUNTY may, in addition to other remedies it may  
18 have, suspend or terminate the Agreement upon the occurrence of such event.

19           8. All policies shall be issued by admitted insurers licensed to do business in  
20 the State of California, and all such insurance shall be purchased from companies  
21 possessing a current A.M. Best, Inc. rating of A and FSC VII or better.

22           9. The CONSULTANT hereby waives its right to recover from COUNTY, its  
23 officers, agents and employees any amounts paid by the policy of worker's  
24 compensation insurance required by this Agreement. The CONSULTANT is solely  
25 responsible to obtain any endorsement to such policy that may be necessary to  
26 accomplish such waiver of subrogation, but the CONSULTANT'S waiver of subrogation  
27 under this paragraph is effective whether or not the CONSULTANT obtains such an  
28 endorsement.

1 XIII. AUDITS AND INSPECTIONS

2 The CONSULTANT shall at any time during business hours, and as often as the  
3 COUNTY may deem necessary, make available to the COUNTY for examination all of  
4 its records and data with respect to the matters covered by this Agreement. The  
5 CONSULTANT shall, upon request by the COUNTY, permit the COUNTY to audit and  
6 inspect all of such records and data necessary to ensure the CONSULTANT'S  
7 compliance with the terms of this Agreement.

8 If this Agreement exceeds ten thousand dollars (\$10,000), the CONSULTANT  
9 shall be subject to the examination and audit of the California State Auditor for a period  
10 of three (3) years after final payment under contract (Government Code Section  
11 8546.7).

12 XIV. ERRORS OR OMISSIONS CLAIMS AND DISPUTES

13 A. Definitions:

14 1. A "Consultant" is a duly licensed Architect or Engineer, or other  
15 provider of professional services, acting as a business entity (owner, partnership,  
16 corporation, joint venture or other business association) in accordance with the terms of  
17 an agreement with the COUNTY.

18 2. A "Claim" is a demand or assertion by one of the parties seeking, as  
19 a matter of right, adjustment or interpretation of contract terms, payment of money,  
20 extension of time, change orders, or other relief with respect to the terms of the  
21 contract. The term "Claim" also includes other disputes and matters in question between  
22 the COUNTY and the CONSULTANT arising out of or relating to the contract. Claims  
23 must be made by written notice. The provisions of Government Code Section 901, et  
24 seq., shall apply to every claim made to the COUNTY. The responsibility to substantiate  
25 claims shall rest with the party making the claim. The term "Claim" also includes any  
26 allegation of an error or omission by the CONSULTANT.

27 B. In the spirit of cooperation between the COUNTY and the CONSULTANT,  
28 the following procedures are established in the event of any claim or dispute alleging a

1 negligent error, act, or omission, of the CONSULTANT.

2           1. Claims, disputes or other matters in question between the parties,  
3 arising out of or relating to the Agreement, shall not be subject to arbitration, but shall  
4 be subject to the following procedures.

5           2. The COUNTY and the CONSULTANT shall meet and confer and  
6 attempt to reach agreement on any dispute, including what damages have occurred, the  
7 measure of damages and what proportion of damages, if any, shall be paid by either  
8 party. The parties agree to consult and consider the use of mediation or other form of  
9 dispute resolution prior to resorting to litigation.

10           3. If the COUNTY and the CONSULTANT cannot reach agreement  
11 under Section B, Paragraph 2 of this Article XIV, the disputed issues may, upon  
12 concurrence by all parties, be submitted to a panel of three (3) for a recommended  
13 resolution. The CONSULTANT and the COUNTY shall each select one (1) member of  
14 the panel and the third member shall be selected by the other two panel members. The  
15 discovery rights provided by California Code of Civil Procedure for civil proceedings  
16 shall be available and enforceable to resolve the disputed issues. Either party  
17 requesting this dispute resolution process shall, when invoking the rights to this panel,  
18 give to the other party a notice describing the claims, disputes and other matters in  
19 question. Prior to twenty (20) working days before the initial meeting of the panel, both  
20 parties shall submit all documents such party intends to rely upon to resolve such  
21 dispute. If it is determined by the panel that any party has relied on such documentation  
22 but has failed to previously submit such documentation on a timely basis to the other  
23 party, the other party shall be entitled to a 20-working-day continuance of such initial  
24 meeting of the panel. The decision by the panel is not a condition precedent to  
25 arbitration, mediation or litigation.

26           4. Upon receipt of the panel's recommended resolution of the disputed  
27 issue(s), the COUNTY and the CONSULTANT shall again meet and confer and attempt  
28 to reach agreement. If the parties still are unable to reach agreement, each party shall

1 have recourse to all appropriate legal and equitable remedies.

2 C. The procedures to be followed in the resolution of claims and disputes may  
3 be modified any time by mutual agreement of the parties hereto.

4 D. The CONSULTANT shall continue to perform its obligations under the  
5 Agreement pending resolution of any dispute, and the COUNTY shall continue to make  
6 payments of all undisputed amounts due under the Agreement.

7 E. When a claim by either party has been made alleging the CONSULTANT'S  
8 negligent error, act or omission, the COUNTY and the CONSULTANT shall meet and  
9 confer within twenty-one (21) working days after the written notice of the claim has been  
10 provided.

11 XV. OWNERSHIP OF DATA

12 A. All documents, including preliminary documents, calculations, and survey  
13 data, required in performing services under the Agreement shall be submitted to, and  
14 shall remain at all times the property of the COUNTY regardless of whether they are in  
15 possession of the CONSULTANT or any other person, firm, corporation or agency.

16 B. The CONSULTANT understands and agrees the COUNTY shall retain full  
17 ownership rights of the drawings and work product of the CONSULTANT for the  
18 PROJECT, to the fullest extent permitted by law. In this regard, the CONSULTANT  
19 acknowledges and agrees the CONSULTANT'S services are on behalf of the COUNTY  
20 and are "works made for hire," as that term is defined by copyright law, by the  
21 COUNTY; that the drawings and work product to be prepared by the CONSULTANT are  
22 for the sole and exclusive use of the COUNTY, and that the COUNTY shall be the sole  
23 owner of all patents, copyrights, trademarks, trade secrets and other rights and  
24 contractual interests in connection therewith which are developed and compensated  
25 solely under the Agreement; that all the rights, title and interest in and to the drawings  
26 and work product will be transferred to the COUNTY by the CONSULTANT to the extent  
27 the CONSULTANT has an interest in and authority to convey such rights; and the  
28 CONSULTANT will assist the COUNTY to obtain and enforce patents, copyrights,

1 trademarks, trade secrets, and other rights and contractual interests relating to said  
2 drawings and work product, free and clear of any claim by the CONSULTANT or  
3 anyone claiming any right through the CONSULTANT. The CONSULTANT further  
4 acknowledges and agrees the COUNTY's ownership rights in such drawings or work  
5 product, shall apply regardless of whether such drawings or work product, or any copies  
6 thereof, are in possession of the CONSULTANT, or any other person, firm, corporation  
7 or entity. For purposes of this Agreement, the terms "drawings and work product" shall  
8 mean all reports and study findings commissioned to develop the PROJECT design,  
9 drawings and schematic or preliminary design documents, certified reproducibles of the  
10 original final construction contract drawings, specifications, the approved estimate,  
11 record drawings, as-built plans, and discoveries, developments, designs, improvement,  
12 inventions, formulas, processes, techniques, or specific know-how and data generated  
13 or conceived or reduced to practice or learning by the CONSULTANT, either alone or  
14 jointly with others, that result from the Tasks assigned to the CONSULTANT by the  
15 COUNTY under this Agreement.

16 C. If the Agreement is terminated during or at the completion of any phase of  
17 the PROJECT under Article III, a reproducible copy of report(s) or preliminary  
18 documents shall be submitted by the CONSULTANT to the COUNTY, which may use  
19 them to complete the PROJECT(S) at a future time.

20 D. Documents, including drawings and specifications, prepared by the  
21 CONSULTANT pursuant to the Agreement are intended to be suitable for reuse by the  
22 COUNTY or others on extensions of the services provided for PROJECT. Any use of  
23 completed documents for projects other than PROJECT(S) and/or any use of  
24 uncompleted documents will be at the COUNTY'S sole risk and without liability or legal  
25 exposure to the CONSULTANT.

26 The electronic files provided by the CONSULTANT to the COUNTY are  
27 submitted for an acceptance period lasting until the expiration of the Agreement (i.e.,  
28 throughout the duration of the contract term, including any extensions). Any defects the

1 COUNTY discovers during such acceptance period will be reported to the  
2 CONSULTANT and will be corrected as part of the CONSULTANT'S basic fee services  
3 scope of work.

4 E. The CONSULTANT shall not be liable for claims, liabilities or losses arising  
5 out of, or connected with (1) the modification or misuse by the COUNTY or anyone  
6 authorized by the COUNTY, of such CAD data, or (2) decline of accuracy or readability  
7 of CAD data due to inappropriate storage conditions or duration; or (3) any use by the  
8 COUNTY, or anyone authorized by the COUNTY, of such CAD data or other PROJECT  
9 documentation for additions to the PROJECT for the completion of the PROJECT by  
10 others, or for other projects; except to the extent that said use may be expressly  
11 authorized, in writing, by the CONSULTANT.

12 F. The COUNTY, in the discretion of its Board of Supervisors, may permit the  
13 copyrighting of reports or other products of the Agreement; and provided further, that if  
14 copyrights are permitted, the CONSULTANT hereby agrees and the Agreement shall be  
15 deemed to provide that the Federal Highway Administration shall have the royalty-free  
16 nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to  
17 authorize others to use, the work for government purposes.

18 XVI. NON-DISCRIMINATION

19 A. The CONSULTANT'S signature affixed herein, and dated, shall constitute a  
20 certification under penalty of perjury under the laws of the State of California that the  
21 CONSULTANT has, unless exempt, complied with, the nondiscrimination program  
22 requirements of Government Code Section 12990 and Title 2, California Administrative  
23 Code, Section 8103.

24 B. During the performance of this Agreement, the CONSULTANT and its  
25 subconsultants (if any) shall not deny the Agreement's benefits to any person on the  
26 basis of race, religious creed, color, national origin, ancestry, physical disability, mental  
27 disability, medical condition, genetic information, marital status, sex, gender, gender  
28 identity, gender expression, age, sexual orientation or military and veteran status, nor

1 shall they unlawfully discriminate, harass, or allow harassment against any employee or  
2 applicant for employment because of race, religious creed, color, national origin,  
3 ancestry, physical disability, mental disability, medical condition, genetic information,  
4 marital status, sex, gender, gender identity, gender expression, age, sexual orientation  
5 or military and veteran status. The CONSULTANT and its subconsultants (if any) shall  
6 insure that the evaluation and treatment of their employees and applicants for  
7 employment are free from such discrimination and harassment.

8 C. The CONSULTANT and its subconsultants (if any) shall comply with the  
9 provisions of the Fair Employment and Housing Act (California Government Code  
10 Section 12990 et seq.), the applicable regulations promulgated thereunder (2 CCR  
11 Section 11000 et seq.), the provisions of California Government Code Sections 11135,  
12 et seq., and the regulations or standards adopted by the COUNTY to implement such  
13 article. The applicable regulations of the Fair Employment and Housing Commission  
14 implementing California Government Code Section 12990 (a-f), set forth 2 CCR  
15 Sections 8100-8504, are incorporated into this Agreement by reference and made a  
16 part hereof as though fully set forth herein.

17 D. The CONSULTANT and its subconsultants (if any) shall permit access by  
18 representatives of the Department of Fair Employment and Housing and the COUNTY  
19 upon reasonable notice at any time during the normal business hours, but in no case  
20 less than twenty-four (24) hours' notice, to such of its books, records, accounts and  
21 other sources of information and its facilities as said Department or the COUNTY shall  
22 require to ascertain compliance with this clause.

23 E. The CONSULTANT and its subconsultants (if any) shall give written notice of  
24 their obligations under this clause to labor organizations with which they have a  
25 collective bargaining or other Agreement.

26 F. The CONSULTANT shall include the nondiscrimination and compliance  
27 provisions of this Article XVI in all subcontracts to perform work under this Agreement.

28 XVII. CONFLICT OF INTEREST

1 A. During the term of this Agreement, the CONSULTANT shall disclose any  
2 financial, business, or other relationship with the COUNTY that may have an impact  
3 upon the outcome of this Agreement or any ensuing COUNTY construction project. The  
4 CONSULTANT shall also list current clients who may have a financial interest in the  
5 outcome of this Agreement or any ensuing COUNTY construction project which will  
6 follow.

7 B. The CONSULTANT certifies that it has disclosed to the COUNTY any actual,  
8 apparent, or potential conflicts of interest that may exist relative to the services to be  
9 provided pursuant to this Agreement. The CONSULTANT agrees to advise the  
10 COUNTY of any actual, apparent or potential conflicts of interest that may develop  
11 subsequent to the date of execution of this Agreement. The CONSULTANT further  
12 agrees to complete any statements of economic interest if required by either COUNTY  
13 ordinance or State law.

14 C. The CONSULTANT hereby certifies that it does not now have, nor shall it  
15 acquire any financial or business interest that would conflict with the performance of  
16 services under this Agreement.

17 XVIII. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

18 The CONSULTANT warrants that this Agreement was not obtained or secured  
19 through rebates, kickbacks or other unlawful consideration, either promised or paid to  
20 any COUNTY employee. For breach or violation of this warranty, the COUNTY shall  
21 have the right, in its discretion, to do any of the following: terminate the Agreement  
22 without liability; or to pay only for the value of the work actually performed; or to deduct  
23 from the Agreement price, or otherwise recover the full amount of such rebate, kickback  
24 or other unlawful consideration.

25 XIX. GOVERNING LAW

26 Venue for any action arising out of or related to this Agreement shall only be in  
27 Fresno County, California. The rights and obligations of the parties and all interpretation  
28 and performance of this Agreement shall be governed in all respects by the laws of the

1 State of California.

2 **XX. DISCLOSURE OF SELF-DEALING TRANSACTIONS**

3 This Article XX is applicable only if the CONSULTANT is operating as a  
4 corporation (a for-profit or non-profit corporation) or if during the term of the Agreement,  
5 the CONSULTANT changes its status to operate as a corporation.

6 Members of the CONSULTANT'S Board of Directors shall disclose any self-  
7 dealing transactions that they are a party to while the CONSULTANT is providing goods  
8 or performing services under this Agreement. A self-dealing transaction shall mean a  
9 transaction to which the CONSULTANT is a party and in which one or more of its  
10 directors has a material financial interest. Members of the CONSULTANT'S Board of  
11 Directors shall disclose any self-dealing transactions that they are a party to by  
12 completing and signing a Self-Dealing Transaction Disclosure Form, attached hereto as  
13 Exhibit F and incorporated herein by this reference, and submitting it to the COUNTY  
14 prior to commencing with the self-dealing transaction or immediately thereafter.

15 **XXI. CONSULTANT'S LEGAL AUTHORITY**

16 Each individual executing or attesting the Agreement on behalf of the  
17 CONSULTANT hereby covenants, warrants, and represents: (i) that he or she is duly  
18 authorized by or in accordance with the CONSULTANT'S corporate by-laws to execute  
19 or attest and deliver this Agreement on behalf of the CONSULTANT; and (ii) that this  
20 Agreement, once he or she has executed it, is and shall be binding upon such  
21 Corporation.

22 **XXII. BINDING UPON SUCCESSORS**

23 The Agreement shall be binding upon and inure to the benefit of the parties and  
24 their respective successors in interest, assigns, legal representatives, and heirs.

25 **XXIII. ELECTRONIC SIGNATURE**

26 The parties agree that this Agreement may be executed by electronic signature  
27 as provided in this section.

28 A. An "electronic signature" means any symbol or process intended by an

1 individual signing this Agreement to represent their signature, including but not limited to  
2 (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an  
3 electronically scanned and transmitted (for example by PDF document) version of an  
4 original handwritten signature.

5 B. Each electronic signature affixed or attached to this Agreement (1) is  
6 deemed equivalent to a valid original handwritten signature of the person signing this  
7 Agreement for all purposes, including but not limited to evidentiary proof in any  
8 administrative or judicial proceeding, and (2) has the same force and effect as the valid  
9 original handwritten signature of that person.

10 C. The provisions of this section satisfy the requirements of Civil Code  
11 Section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code,  
12 Division 3, Part 2, Title 2.5, beginning with section 1633.1).

13 D. Each party using a digital signature represents that it has undertaken and  
14 satisfied the requirements of Government Code section 16.5, subdivision (a),  
15 paragraphs (1) through (5), and agrees that each other party may rely upon that  
16 representation.

17 E. This Agreement is not conditioned upon the parties conducting the  
18 transactions under it by electronic means and either party may sign this Agreement with  
19 an original handwritten signature.

#### 20 XXIV. INCONSISTENCIES

21 In the event of any inconsistency in interpreting the documents which constitute  
22 the Agreement, the inconsistency shall be resolved by giving precedence in the  
23 following order of priority: (1) the text of the Agreement (excluding Exhibits); (2) Exhibits  
24 to the Agreement.

#### 25 XXV. SEVERABILITY

26 Should any part of the Agreement be determined to be invalid or unenforceable,  
27 then the Agreement shall be construed as not containing such provision, and all other  
28 provisions which are otherwise lawful shall remain in full force and effect, and to this

1 end the provisions of the Agreement are hereby declared to be severable.

2 XXVI. ENTIRE AGREEMENT

3 This Agreement constitutes the entire agreement between the CONSULTANT  
4 and COUNTY with respect to the subject matter hereof and supersedes all previous  
5 Agreement negotiations, proposals, commitments, writings, advertisements,  
6 publications, and understandings of any nature whatsoever unless expressly included in  
7 this Agreement.

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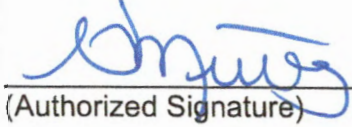
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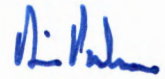
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of  
the day and year first hereinabove written.

**CONSULTANT**

**COUNTY OF FRESNO**


  
(Authorized Signature)

  
Brian Pacheco, Chairman of the Board  
of Supervisors of the County of Fresno

Vanessa Munoz, President  
Print Name & Title

Willdan Engineering  
2014 Tulare Street, Suite 515  
Fresno CA 93721  
Mailing Address

**ATTEST:**  
Bernice E. Seidel  
Clerk of the Board of Supervisors  
County of Fresno, State of California

By:   
Deputy

FOR ACCOUNTING USE ONLY  
Fund: 0001 / 0010  
Subclass: 10000 / 11000  
Org. No.: 4365 / 45104513  
Account: 6100 / 7295  
Project No. L10025

## Project Management Team

**Mr. Tyrone Peter PE** will serve as Project Manager of Willdan's team and will be responsible for delivery of services under the County's contract. He will serve as the primary contact for the County and can be reached by mail at Willdan Engineering, 2014 Tulare Street, Suite 515, Fresno, CA 93721; by phone at (559) 443-5290 extension 1427; by direct dial at (657) 223-8557; by cell phone at (714) 393-1963; or by email at [tpeter@willdan.com](mailto:tpeter@willdan.com). Mr. Peter will apply his managerial expertise to update the County's public improvement standard plans and specifications. A brief profile for Mr. Peter is provided below with a more comprehensive resume provided at the end of the Project Team subsection.



**Tyrone Peter, PE**  
Project Manager

### Education | Credentials

BS, Civil Engineering | Civil Engineer, California No. 81888 | 15 Years' Professional Experience | 15 Years with Willdan

Mr. Tyrone Peter, PE, Deputy Director of Engineering, possesses experience as a project manager, civil engineering task leader, supervising engineer, senior engineer, design engineer, and designer. He is an accomplished civil engineer for complex multi-discipline, multi-agency infrastructure improvement projects and provides innovative quality engineering services to ensure project delivery within budget and schedule. His breath of experience includes design of highways, new streets, roadway widenings and realignments, ADA compliance, storm drains, culverts, and pavement rehabilitations – along with all necessary supporting technical services. On a daily basis, Mr. Peter is responsible for supervising over 20 engineers and technicians involved in all types of municipal and transportation projects and serves as Project Manager for public agency transportation planning and design projects throughout California.

## Relevant Project Experience

Recent representative municipal agency project experience similar to the County of Fresno's requested services are presented below.

### Whitmore Pedestrian and Bicycle Path Improvements, City of Hughson

- Project Manager responsible for oversight and overall project management to develop design concepts and PS&E for pedestrian and roadway safety improvements entailing sidewalk, ADA compliance, storm drain, right-of-way, at grade rail crossings, and pavement rehabilitation

### North Marks Avenue Overlay Improvements, City of Fresno

- Project Manager responsible for oversight and overall project management to develop design concepts and PS&E for roadway improvements involving ADA compliance and pavement rehabilitation

### Northeast Quadrant Road Rehabilitation, City of Turlock

- Project Manager responsible for oversight and overall project management to develop design concepts and PS&E for improvements involving pavement rehabilitation in compliance with City's annual pavement rehabilitation program, ADA compliance in accordance with federal, state, and local regulations, and striping and signage

### East and West Downs Street Widening, City of Ridgecrest

- Project Manager responsible for oversight and overall project management to develop design concepts and PS&E for roadway widening improvements encompassing median islands; ADA upgrades in accordance with federal, state, and local regulations; pavement rehabilitation; storm drains; right-of-way; and utility relocations



**Reference No. 1**

Rachel Wyse  
 Community Development Director  
 City of Hughson  
 (209) 883-4054  
 rwyse@hughson.org

**Reference No. 2**

Travis Reed  
 Director of Public Works  
 City of Ridgecrest  
 760-499-5080  
 treed@ridgecrest-ca.gov

As part of our project management team, Mr. Peter will be supported by Mr. Douglas Wilson, PE serving as Principal-in-Charge and Mr. Robert Palacios, PE serving as Quality Assurance Manager. Synopses of their qualifications are provided below.

**Mr. Douglas Wilson, PE** will serve as Principal-in-Charge responsible for ensuring staffing resources are available to keep the project on schedule. Under Willdan's staffing augmentation services contracts, Mr. Wilson serves our Central California clients as contract staff for such positions as Interim Public Works Director for the Counties of Inyo and Mono. His previous experience as Tulare County Resource Management Agency Director and County of Tulare Public Works Director offers a broad understanding of municipal agency operations and procedures. Mr. Wilson possesses extensive County of Fresno area expertise and historical community knowledge – serving as Principal-in-Charge for construction management services for the County's Skaggs and Kinston Parks Improvement project, Client Advisor for the County's On-Call Building and Safety Services, Circuit Engineer for the Fresno Council of Governments, and Principal-in-Charge for several City of Fresno traffic signal improvement projects – to name a few.

**Mr. Robert Palacios, PE** will serve as Quality Assurance Manager responsible for assigning senior staff – not involved with the County's project – to implement Willdan's project-specific quality assurance plan. Mr. Palacios offers extensive Fresno County knowledge and expertise – having served with four different County of Fresno departments during his 30 years of employment. He possesses extensive insight into the County's challenges and goals.

**Task Management Team**

Mr. Peter will be assisted by a team of highly qualified key staff providing task management and leadership for updating the County's plans and specifications for the disciplines identified in our project team organization chart. These staff members offer in-depth technical knowledge and expertise to perform the services and project scope required for the County of Fresno's Standard Plans and Specifications contract. Resumes for our key team members are presented at the end of the Project Team subsection.



**Rafael Casillas, PE**

**Civil Plans and Specifications Update Task Manager**

**Education | Credentials**

BS, Public Administration | BS, Civil Engineering (196 units) | Certificate, Architecture | Civil Engineer, California No. 68234 | 34 Years' Professional Experience | 3 Years with Willdan

Mr. Raphael Casillas, PE is a qualified, capable, and motivated individual with a successful track record for project delivery. He possesses vast experience managing local public works departments and public sector capital improvement projects. Mr. Casillas' direct responsibilities involve overseeing local municipal agency capital improvements for public facilities, roadways, water systems, sewer mains, storm drains, and traffic signals systems. In addition to his design experience, he is highly adept with project schedule management, quality and project budget control, accurate construction estimates, construction support, and funding administration required for federal, state, and local grants. Mr. Casillas possesses expertise in supervising project teams consisting of civil designers, subconsultants, and contractors and is highly knowledgeable in local municipal codes, California Environmental Quality Act, and Subdivision Map Act compliance.



## Relevant Project Experience

Recent representative municipal agency project experience similar to the County of Fresno's requested services are presented below.

### Centinela Avenue Median, ADA Improvements, and Traffic Signal Modifications, City of Inglewood

- Project Manager responsible for overseeing design concepts and PS&E preparation for roadway improvements involving median islands; ADA improvements in accordance with federal, state, and local regulations; and pavement rehabilitation

### Inglewood Transit Center, City of Inglewood

- Project Manager responsible for civil design for multi-modal transportation center with park-and-ride facility with subdrainage detention system in compliance with state's Water Board regulations

### Arterial Street Resurfacing, City of Paramount

- Project Manager responsible for overseeing all design services required for roadway improvements involving ADA improvements in accordance with federal, state, and local regulations and pavement rehabilitation in compliance with City's annual pavement rehabilitation program

### Citywide Street Improvements, City of La Puente

- Project Manager responsible for overseeing design services and PS&E preparation for roadway improvements encompassing ADA improvements in accordance with federal, state, and local regulations and pavement rehabilitation in compliance with City's annual pavement rehabilitation program

#### Reference No. 1

Eloy Castillo  
Principal Civil Engineer  
City of Inglewood  
(310) 412-5333  
ecastillo@cityofinglewood.org

#### Reference No. 2

Adriana Figueroa  
Public Works Director  
City of Paramount  
(562) 220-2100  
afigueroa@paramountcity.com



### Michael Bustos, PE, ENV SP

#### Water Plans and Specifications Update Task Manager

#### Education | Credentials

BS, Civil Engineering (magna cum laude) | Caltrans Resident Engineer Academy | Civil Engineer, California No. 73173 | Envision Sustainability Professional, Institute for Sustainable Infrastructure No.2696 | 20 Years' Professional Experience | 18 Years with Willdan

Mr. Michael Bustos, PE, ENV SP – Willdan's Deputy Director of Construction Management and Inspection Services – offers expertise and experience as a design and construction management professional. He is a California-licensed civil engineer and an experienced Resident Engineer and Construction Manager. With over 10 years of municipal water design and plan review experience serving as plan reviewer, design engineer, project engineer, project manager, resident engineer, and construction manager, Mr. Bustos' expertise provides a well-rounded history of reviewing and comparing design plans and specifications to water agency standards. This compliance encompasses ensuring compliance, incorporating water agency standards into his designs, and overseeing construction of water improvements in accordance with water agency standards and design team specifications. His background as a resident engineer and construction manager provides valuable insight into the practical application of water-related improvement design. In addition to his own expertise, our Construction Management Group includes former water agency inspectors. Their experience and relevant knowledge offer Mr. Bustos a valuable resource for determining the advantages and disadvantages of water materials and installation methods, including pipe materials, valves, air vacs, blowoffs, water services, and fire hydrants.



### Relevant Project Experience

Recent representative municipal agency project experience similar to the County of Fresno's requested services are presented below.

#### Third Street Water System Improvements, City of Downey

- Construction Manager responsible for overseeing construction contract administration, inspection, and materials testing and ensuring all improvements were constructed in accordance with approved plans and Water Department standard plans and specifications

#### Potrero Road/Morongo Road/Martin Road Truck Waterline Replacements, Morongo Band of Mission Indians

- Engineer-of-Record/Construction Manager responsible for preparing plans, specifications, and estimate; overseeing construction contract administration, inspection, and materials testing; and ensuring improvements were designed and constructed in accordance with Water Department standard plans and specifications

#### Elizabeth Reservoir and Booster Pump Station and New Well No. 29, City of South Gate

- Construction Manager responsible for overseeing construction contract administration, inspection, and materials testing and ensuring improvements were constructed in accordance with approved plans and Water Department standard plans and specifications

#### On Call Plan Review, Palmdale Water District

- Plan Check Engineer responsible for reviewing various development submittals to verify conformance with District standard specifications and ensuring incorporation of District standard plans into final construction documents

#### Reference No. 1

Lorena Powell  
Associate Civil Engineer  
City of Downey  
(562) 904-7110  
lpowell@downeyca.org

#### Reference No. 2

Chris Castillo  
Water Department General Manager  
City of South Gate  
(323) 563-5779  
ccastillo@sogate.org



### Ronald Stein, PE

#### Sewer Plans and Specifications Update Task Manager

#### Education | Credentials

BS, Civil Engineering | Civil Engineer, California No. 86877 | 10 Years' Professional Experience | 3 Years with Willdan

Mr. Ronald Stein, PE offers experience as a project manager, civil engineer, and quality assurance plan reviewer for various municipalities, including three years of public works experience with the Florida Department of Transportation. He has managed design of plans and specifications for multiple sewer projects throughout California, including – but not limited to – new sewer installations, pump stations, CIPP liners sewer master plans, and various sewer connections to commercial facilities utilizing a full understanding of multiple agencies' sewer standard plans and specifications. Mr. Stein's broad experience in design of sewers, creation of sewer reports, master plans, and sewer hydraulic calculations gives him an adept understanding of sewer principles. During his time at FDOT, he rotated into the Specifications Department and helped update the state's specifications. Mr. Stein is a plan check manager for multiple agencies and reviews sewer plans for all developments and subdivisions to ensure compliance with agency standards and specifications.



### Relevant Project Experience

Recent representative municipal agency project experience similar to the County of Fresno's requested services are presented below.

#### Tully Road Sewer, City of Hughson

- Project Manager responsible for overseeing development of PS&E to abandon industrial sewer line and divert flows from existing tributaries to new sewer line

#### Sewer Master Plan and CIP Improvements, City of Bell

- Quality Assurance Reviewer responsible for quality assurance and control oversight of sewer master plan preparation along with calculations and alignments
- Project Manager responsible for oversight of design for first-year capital improvements associated with sewer master plan

#### Three Alley Sewer Rehabilitation and Replacement Improvements, City of Turlock

- Project Manager responsible for overseeing development of PS&E for sewer capacity increase and rehabilitation improvements per City standard plans and specifications

#### Marloma Sewer District Formation, City of Rolling Hills Estates

- Project Manager responsible for overseeing development of PS&E and associated reports and calling out necessary City standards and design guidelines to form new sewer district to convert from septic to sewer, including pump station design

#### Reference No. 1

Rachel Wyse  
Community Development Director  
City of Hughson  
(209) 883-4054  
rwyse@hughson.org

#### Reference No. 2

David Wahba  
Public Works Director  
City of Rolling Hills Estates  
(310) 377-1577  
DavidW@RollingHillsEstatesCa.gov



### Jeffrey Lau, PE, TE, ENV SP

#### Traffic Plans and Specifications Update Task Manager

#### Education | Credentials

BS, Civil Engineering | Civil Engineer, California No. 83887 | Traffic Engineer, California No. 2835 | ENV SP, Institute for Sustainable Infrastructure No. 45376 | 18 Years' Professional Experience | 15 Years with Willdan

Mr. Jeffrey Lau, PE, TE, ENV SP – Willdan's Deputy Director of Engineering – offers extensive experience with traffic engineering and transportation planning for a variety of improvement projects for cities and counties throughout California. Mr. Lau is responsible for analysis, coordination, and design, including preparation of plans, specifications and estimate for traffic improvements such as traffic signals, signing and striping, street lighting, active transportation facilities, and electric vehicle charging stations. He is an accomplished engineer for multi-discipline and multi-agency traffic and transportation projects and has supervised completion of a variety of large- to small-scale projects. Mr. Lau has personally designed over 300 new and modified traffic signal installations for agencies throughout California. He has been involved in updating standard plans, drawings, and specifications for public agencies such as Bell, Downey, La Puente, Newport Beach, and Paramount.

### Relevant Project Experience

Recent representative municipal agency project experience similar to the County of Fresno's requested services are presented below.



**On-Call Traffic Engineering Services, City of Downey**

- Design engineer responsible for updating of City’s standard drawings in CAD

**City Traffic Engineering Support Services, City of Newport Beach**

- Senior engineer responsible for updating City’s traffic standard drawings

**On-Call Traffic Engineering Services, City of Paramount**

- Traffic engineer responsible for updating City’s standard specifications for traffic signals, signing and striping, and street lighting

**On-Call Traffic Engineering Services, City of La Puente**

- Traffic engineer responsible for updating City’s standard specifications for traffic signals and signing and striping

**Reference No. 1**

Adriana Figueroa  
Director of Public Works  
City of Paramount  
(562) 220-2100  
AFigueroa@paramountcity.com

**Reference No. 2**

John DiMario  
Development Services Director  
City of La Puente  
(626) 855-1517  
jdimario@lapuente.org



# **EXHIBIT B**

## **County of Fresno Public Improvement Standard Plans and Specifications**

### **Consultant Subconsultants**

**It is not contemplated by the parties, as of the date of execution of this Agreement, that any Subconsultants are to be used on this Project, and accordingly, no Subconsultants are listed on this Exhibit B as having been “pre-approved.”**

**In the event the COUNTY’S CONTRACT ADMINISTRATOR subsequently issues written approval, in accordance with the provisions of Article IX, Section A, authorizing the use of any Subconsultant(s), such authorization shall be subject to all provisions of said Article IX, as well as the provisions of Article I, Section D, of the Agreement.**

## Schedule of Work

<u>Task</u>	<u>Estimated Completion Date</u>
Notice to Proceed Receipt (assumed)	August 9, 2022
County Standards Initial Review	August 23, 2022
County Design Standards Plans and Specifications First Draft Development	November 1, 2022
County Review	November 15, 2022
County Design Standards Plans and Specifications Second Draft Development	January 3, 2023
County Review	January 17, 2023
County Design Standards Plans and Specifications Draft Final Development	February 7, 2023
Planning Commission Meeting	February 15, 2023
County Design Standards Plans and Specifications Final Development	February 28, 2023
Board of Supervisors Presentation	March 14, 2023



# EXHIBIT D

## County of Fresno Public Improvement Standard Plans and Specifications

### Listed Range of Topics

Standards should address general requirements, plan preparation and submission requirements, a standard cover sheet and drawing sheet, and right of way/easement considerations across the following non-exclusive range of topics:

- General purpose and definitions
- Comprehensive CAD symbols library for the below-listed subjects
- Construction
- Grading
- Sanitary sewers, manholes, sewer lines, cleanouts, lift stations, water meters, wells, fire hydrants, blow offs, air vac, sample stations, storage tanks, booster pump stations, motor control centers, water mains, valves, hydro tanks, air compressors, service lines, meter boxes, valve boxes, etc.
- Street & roadway design typical cross section for different classifications
- Street intersections details
- Street and roadway pavement design, curb, gutter, sidewalk, ADA Standards, etc.
- Roadway signage
- Roadway barriers (i.e. guardrail)
- Dry and wet utilities
- Survey
- Hydrology, drainage, and flood control
- Surveying monuments
- Street lighting and spacing
- Parking lots
- Traffic
- Landscaping and irrigation, sprinklers, valves, clocks, PVC, HDPE, etc.
- Water system, backflow devices
- Septic systems
- Approved Trees
- Restrooms, shelters, play/shade structures, other park fixtures
- Fencing
- Encroachment permits
- Fiber infrastructure for County internal fiber
- Broadband initiative standards for fiber to homes and businesses

#### Additional / Supplemental Topics

- Tentative and final subdivision map requirements
- Internal and external plan check lists
- Bonding /construction security requirements with unit cost schedules for all public works improvement facilities

EXHIBIT E

**COST PROPOSAL**

COST PER UNIT OF WORK CONTRACTS

Prime Consultant     Subconsultant     2<sup>nd</sup> Tier Subconsultant

Consultant    Willdan Engineering

Date    November 24, 2021(revised)

**Unit/Item of Work:**

**Standard Plan Drawing & Corresponding Specification**

- 150 Standard Plans \_ Copy from other Agencies
- 100 Standard Plans – Copy with minor design changes
- 20 Standard Plans – New fully designed plans.

<b>DIRECT LABOR</b>	<b>Hours</b>	<b>Billing Hourly Rate (\$)</b>	<b>Total (\$)</b>
Deputy Director*	43.5	\$210.00	\$9,135.00
Principle Project Manager	6	\$210.00	\$1,260.00
Project Manager IV*	48	\$195.00	\$9,360.00
Project Manager II*	56	\$180.00	\$10,080.00
Project Manager I*	46	\$180.00	\$8,280.00
Senior Design Manager	36	\$178.00	\$6,408.00
Senior Engineer		\$175.00	\$-
Senior Landscape Architect	20	\$155.00	\$3,100.00
Assistant Engineer IV	16	\$155.00	\$2,480.00
Assistant Engineer II	296.5	\$140.00	\$41,510.00
Designer II	740	\$120.00	\$88,800.00
<b>TOTAL</b>			<b>\$180,413.00</b>

\*Key Personnel

**Additional Standard Plan Drawing & Corresponding Specification**

<b>DIRECT LABOR</b>	<b>Unit</b>	<b>Per Sheet Rate (\$)</b>	<b>Total (\$)</b>
Additional Standard Plan	1	\$ 900.00	\$ 900.00
<b>TOTAL</b>			<b>\$ 900.00</b>

**Consultant's Other Direct Costs (ODC) – Itemize:**

<b>Description of Item</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Total</b>
Travel/Mileage Costs	600		\$0.56	\$ 336

**Total Cost of Work**

**\$180,749**

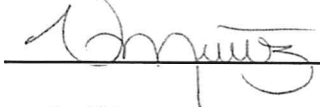
**Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and generally accepted accounting principles.

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

**Prime Consultant or Subconsultant Certifying:**

Name: Vanessa Muñoz, PE, TE, PTOE Title\*\* : President/Director of Engineering

Signature :  Date of Certification (mm/dd/yyyy): November 24, 2021

Email: vmunoz@willdan.com Phone Number: (559) 443-5290

Address: Willdan Engineering, 2014 Tulare Street, Suite 515, Fresno, CA 93721

\*\*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Consulting engineering services in connection with updating County public improvement standard plans and specifications

# SELF-DEALING TRANSACTION DISCLOSURE FORM

(1) Company Board Member Information:

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Job Title: \_\_\_\_\_

(2) Company/Agency Name and Address:

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(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to)

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(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a)

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(5) Authorized Signature

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **SELF-DEALING TRANSACTION DISCLOSURE FORM INSTRUCTIONS**

In order to conduct business with the County of Fresno (hereinafter referred to as “County”), members of a contractor’s board of directors (hereinafter referred to as “County Contractor”), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

*“A self-dealing transaction means a transaction to which the corporation is a party and which one or more of its directors has a material financial interest”*

The definition above will be utilized for purposes of completing the disclosure form.

- (1) Enter board member’s name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member’s company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
  - a. The name of the agency/company with which the corporation has the transaction; and
  - b. The nature of the material financial interest in the Corporation’s transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Codes.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).