# On-Call Agreement for
# Solid Waste Engineering Consultant Services

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# CONSULTANT AGREEMENT

This Agreement for Solid Waste Engineering Consultant Services, hereinafter referred to as "Agreement," is made and entered into this _____ day of _____ 2027, by and between the County of Fresno, a Political Subdivision of the State of California, hereinafter referred to as "County"; and _____ , a (Type of business), whose address is _____ hereinafter referred to as "Consultant," both of which may be individually referred to as a "Party," and together as the "Parties".

## Recitals

WHEREAS, the County desires to retain the Consultant as one of a number of consultant firms to provide, pursuant to separate agreements, on-call solid waste engineering, for which each such consultant is qualified, as necessary to assist the County in performing projects (hereinafter referred to as "Project(s)") proposed by the County; and

WHEREAS, the Consultant has been selected in accordance with the County's Ordinance Code Chapter 4.10 on the selection of architects, engineers, and other professionals, and in accordance with Chapter 10 of the California Department of Transportation's (Caltrans) Local Assistance Procedures Manual (LAPM), to provide certain professional services necessary for the Projects, as specified herein; and

WHEREAS, the individual listed below

Name, Title

2220 Tulare Street, 6th Floor, Fresno, CA 93721

Phone Number

E-mail

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(s) (hereinafter referred to as the "Director"); and

WHEREAS, the individual listed in Appendix A, as the firm's "Consultant Project Manager" is designated as the Consultant's Project Manager for this Agreement, and shall

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remain so unless the Consultant requests and the Director approves, in writing, a change of the Consultant's Project Manager, which approval will not be unreasonably withheld; and

Now, Therefore, in consideration of the mutual covenants, terms and conditions herein contained, the Parties hereto agree as follows:

1. **Obligations of the Consultant**

A. The County hereby contracts with the Consultant as an independent contractor to provide the professional services enumerated in "Consultant's Scope of Services" attached as Appendix B.

B. The Consultant's services shall be performed as expeditiously as is consistent with professional skill and the orderly progress of the work, based on schedules for each specific Project mutually agreed upon in advance by the Contract Administrator, and the Consultant.

C. The Consultant's Project team staff shall be as listed in Appendix C, attached hereto and incorporated herein. Any substitutions of personnel must be approved in advance by the Contract Administrator, which approval shall not be unreasonably withheld. The Consultant shall notify the Contract Administrator of the names and classifications of employees assigned to each specific Project and shall not reassign such employees to other projects of the Consultant without notification to and prior approval by the Contract Administrator.

D. The Consultant may retain, as subconsultants, specialists as the Consultant requires to assist in completing the work.

E. The services that may be furnished by the Consultant under this Agreement are for all or a portion of the services the Consultant is allowed to provide within the applicable professional discipline limits, as defined in California State License Law, for various Projects on an as needed basis.

F. The Consultant agrees to provide the professional services that are necessary for each Project when expressly authorized in writing by the Contract Administrator. Such work by the Consultant shall not begin until the Consultant has

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received a written Notice to Proceed (NTP) from the Contract Administrator authorizing the necessary service, agreed upon fee, and scope of work.

G. The Consultant shall submit proposals in response to requests issued by the Contract Administrator on a project-by-project basis. The Consultant's proposal at a minimum shall include, but not be limited to, staff qualifications, proposed method and schedule for completing the task(s), completed federal forms and a sealed cost proposal. The Consultant agrees that each professional or other individual performing work on any such Project(s) shall be adequately trained to perform the work and shall possess the proper license, certification or registration as required by law or by accepted standards of the applicable profession. The Consultant agrees to provide the professional services that are necessary to complete the requests authorized by the NTP (Task Order(s)) consistent with the scope of its contracted discipline(s), as listed in Appendix B (Scope), when expressly authorized in writing by the Contract Administrator.

H. Submissions of reports, plans, specifications, and estimates will be submitted in the formats, quantities, and delivery methods delineated in Appendix D "Deliverables" hereto unless other formats, quantities, and/or delivery methods have been mutually agreed upon, in writing, prior to the Consultant's submittal. The Consultant shall verify compatible format and quantity prior to final delivery.

I. Assist the County, at the Director's express, written authorization, with any claim resolution process involving the construction contractor and the County as specified hereunder, including serving as a witness in connection with any public hearing or legal proceeding, and also including dispute resolutions required by law or hereunder. The Parties recognize that this clause is provided as a means of expediting resolution of claims among the construction contractor, the County, and the Consultant. However, it is understood the construction contractor is not an intended third-party beneficiary of this clause. Compensation for these services shall be computed and invoiced at the same hourly rates listed in Appendix E "Cost Proposal" hereto, including travel costs that are being paid for the Consultant's personnel services under this Agreement. Any assistance

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provided by the Consultant as described in this Article 1, Section I shall be subject to the provisions of Article 5 hereinafter, and shall also be subject to the following:

1. The Director may believe the Consultant's work under this Agreement to have included negligent errors or omissions, or that the Consultant may otherwise have failed to comply with the provisions of this Agreement, either generally or in connection with its duties as associated with a particular Project; and that the cause(s) for a claim by the construction contractor may be attributable, in whole or in part, to such conduct on the part of the Consultant. Upon notice by the Director, the payments to the Consultant for such arguably deficient services shall be held in suspense by the County until a final determination has been made of the proportion that the Consultant's fault bears to the fault of all other parties concerned.

2. Such amounts held in suspense shall not be paid to the Consultant, pending the final determination as to the Consultant's proportional fault. However, the appropriate percentage of such amount held in suspense shall be paid to the Consultant, once a final determination has been made, and the Consultant thereafter submits a proper invoice to the County. Payment shall be issued in accordance with the procedure outlined in Article 5, Section D, Paragraph 2.

J. The Consultant's personnel shall typically be assigned to, and remain on, specific Department projects/deliverables until completion and acceptance of the project/deliverables by the Department. Personnel assigned by the Consultant shall be available at the start of a Task Order and after acceptance of the project/deliverable by the Department.

K. After the Contract Administrator's approval of the Consultant's personnel proposal and finalization of a Task Order, the Consultant may not add or substitute personnel without the Contract Administrator's prior written approval.

2. **Obligations of the County**

The County will:

A. Provide eligible Consultants the opportunity to compete for work on a project-

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by-project basis by providing a miniature Request for Proposal (mini-RFP), except as specified under Section B. The Consultant's eligibility for project types, disciplines, and services is listed in Appendix B.

B. The County reserves the right to suspend competition under this Agreement and engage the services of an eligible qualified consultant from the listing attached as Appendix A, in the event that one or more of the following circumstances apply to the needed work:

1. Service is available only from a single source;
2. There is an emergency which will not permit the time necessary to conduct competitive negotiations;
3. After the mini-RFP is issued (as provided in the immediately preceding Section A) competition is determined to be inadequate;
4. Services of expert witnesses for litigation or special counsel to assist the County are needed.

C. Issue mini-RFPs on a project-by-project basis. Mini-RFPs will at a minimum include scope of work, location, and schedule for the Project.

D. Provide the Consultant with a Project Scope and Schedule, and compensate the Consultant as provided in this Agreement.

E. Provide an individual Project Administrator to serve as a representative of the County who will coordinate and communicate with the Consultant on all Project technical work, to the extent appropriate, in an effort to facilitate the Consultant's performance of its obligations in accordance with the provisions of this Agreement.

F. Provide basic plan sheet layouts as required.

G. Examine documents submitted to the County by the Consultant and timely render decisions pertaining thereto.

H. Provide aerial photographs as required.

I. Provide copies of any available existing as-built plans and right-of-way drawings from the County's files.

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J. Provide list of property owners with addresses for notification of property owners upon the Consultant's request.

K. Provide preliminary engineering survey data on existing structures and topographic mapping in the formats, quantities, and delivery methods delineated in Appendix D to the Consultant, if available.

L. Prepare all legal descriptions and drawings required for right-of-way acquisition and/or temporary construction permits.

M. Provide limited assistance to the Consultant, as may be appropriate under the circumstances, in connection with the Consultant's processing of required permits.

N. Give reasonably prompt consideration to all matters submitted for approval by the Consultant in an effort to assist the Consultant in avoiding any substantial delays in the Consultant's program of work. An approval, authorization, or request to the Consultant given by the County, will be binding upon the County under the terms of this Agreement only if it is made in writing and signed on behalf of the County by the Contract Administrator.

3. **Term of Agreement**

A. The term of this Agreement shall be for a period of five (5) years, commencing upon execution by the County, through and including the fifth anniversary of the execution date.

B. The Consultant shall commence work promptly after receipt of an NTP issued by the Contract Administrator. The period of performance for Task Orders shall be in accordance with dates specified in the NTP. No NTP will be written which would extend the period of performance beyond the expiration date of this Agreement, the maximum term of which shall not exceed five (5) years.

4. **Termination**

A. **Non-Allocation of Funds / Funding Requirements**

The terms and conditions of this Agreement, and the services to be provided hereunder, are contingent on the approval of funds by the appropriating government

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agency. Should sufficient funds not be allocated, the services provided may be modified, or this Agreement terminated, at any time by giving the Contractor thirty (30) days advance written notice. This Agreement may be terminated without cause at any time by the County upon thirty (30) calendar days' written notice. If the County terminates this Agreement, the Consultant shall be compensated for services satisfactorily completed to the date of termination based upon the compensation rates and subject to the maximum amounts payable agreed to in Article 5, together with such additional services satisfactorily performed after termination which are expressly authorized by the County to conclude the work performed to date of termination.

B. **Breach of Contract**

The County may immediately suspend or terminate this Agreement in whole or in part, where in the determination of the County there is:

1. An illegal or improper use of funds;
2. A failure to comply with any term of this Agreement;
3. A substantially incorrect or incomplete report submitted to the County;
4. An improperly performed service.

In no event shall any payment by the County constitute a waiver by the County of any breach of this Agreement or any default which may then exist on the part of the Consultant, nor shall any such payment impair or prejudice any remedy available to the County with respect to the breach or default. The Director shall have the right to demand of the Consultant the repayment to the County of any funds disbursed to the Consultant under this Agreement, which, in the sole judgment of the County were not expended in accordance with the terms of this Agreement. The Consultant shall promptly refund any such funds upon demand. This Section survives the termination of this Agreement.

C. <u>Without Cause</u>

Under circumstances other than those set forth above, this Agreement may be terminated by County upon the giving of thirty (30) days advance written notice of an intention to terminate to the Consultant.

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5. **Compensation, Allowable Costs and Payments**

A. **Maximum Cumulative Amount Available**

The County has or will enter into XX separate agreements, including this Agreement, for performance of the Scope of Services identified hereinabove in Article 1, Section A and more thoroughly in Appendix B attached hereto. The other Agreements are to be entered into by the County with the other consultant firms listed, together with the Consultant, on the list of consultant firms attached hereto as Appendix A. The total amount payable by the County for all the Agreements combined shall not exceed a cumulative maximum total value of Five Million Dollars ($5,000,000), which "Not to Exceed Sum" hereinafter shall be referenced as the "NTE Sum".

It is understood and agreed that there is no guarantee, either expressed or implied, that all or any specific portion of this maximum NTE Sum will be authorized under the On-Call Engineering Consultant Agreements through Task Orders. It is further understood and agreed that there is no guarantee, either expressed or implied, that any Task Order will be assigned to the Consultant or that the Consultant will receive any payment whatsoever, under the terms of this Agreement. Each time a Task Order is awarded under any of the Agreements, the County shall send written notification to the Consultant and each of the other consultants that entered into the Agreements. Each such notice shall identify the cumulative total of funds allocated under all Task Orders issued hereunder as of that date, and the remaining unencumbered amount of the NTE Sum. The Consultant acknowledges and agrees that the County shall not pay any amount under this Agreement that would cause the NTE Sum to be exceeded, and the Consultant shall not enter into a Task Order that exceeds the remaining unencumbered amount of the NTE Sum.

B. **Consultant Fee**

1. The approved Consultant's Cost Proposal is attached hereto as Appendix E and incorporated by this reference as though fully set forth herein. If there is any conflict between the provisions set forth in the text of this Agreement and the approved Cost Proposal, this Agreement shall take precedence.

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2. The hourly and cost rates listed in Appendix E for services rendered by the Consultant and subconsultants shall remain in effect for the entire duration of this Agreement unless adjusted in accordance with the provisions of Paragraphs 3, 5, or 6 of this Article 5, Section B.

3. The hourly rates paid for services performed by the Consultant and by subconsultants of the Consultant and the rates for expenses incidental to the Consultant's and its subconsultants' performance of services may be adjusted no more than once annually for inflation, in accordance with the following provisions: the Consultant may request new labor rates and new rates for expenses incidental to the Consultant's and subconsultant's performance of services subject to written approval of the Contract Administrator in accordance with the provisions of this Article 5, Section B. The Consultant shall initiate the rate adjustment process by submitting to the Contract Administrator a proposed adjusted fee schedule. The proposed adjusted fee schedule shall include proposed hourly rates for all categories of the Consultant's and any subconsultants' wage classifications and proposed rates for incidental expenses listed in Appendix E. The proposed adjusted fee schedule shall not take effect unless approved in writing by the Contract Administrator. The Consultant hereby acknowledges its understanding that approval by the Contract Administrator of any upward adjustment in the hourly and cost rates shall not provide a basis for any increase in the NTE Sum as set forth in Article 5, Section A.

4. Expenses incidental to the Consultant's and any subconsultant's performance of services under Article 5 of this Agreement shall be charged at the rates listed in Appendix E, subject to any adjustments that may be approved in accordance with Paragraphs 3, 5, or 6 of this Article 5, Section B. Unless incorporated in an adjusted fee schedule approved by the Contract Administrator in accordance with Paragraphs 3, 5, or 6 of this Article 5, Section B, all other expenses incidental to the Consultant's and any subconsultant's performance of the services under Article 1 of this Agreement that are not specifically listed in Appendix D shall be borne by the Consultant.

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5. In the event that, in accordance with Article 1, Section D, the Contract Administrator approves the Consultant to retain additional subconsultants not listed in Appendix E, hourly rates paid for services performed by such additional subconsultants of the Consultant and the rates for expenses incidental to those additional subconsultants' performance of services may be adjusted no more than once annually for inflation, in accordance with Article 5, Section B, Paragraph 3. The first annual adjustment of hourly and incidental expense rates for such additional subconsultants shall not be submitted for approval prior to one (1) year after the Contract Administrator's approval of the retention of such additional subconsultant(s) by the Consultant.

6. Notwithstanding any other provisions in this Agreement, the Contract Administrator may, at any time, authorize in writing the revision of the Consultant's or subconsultant's list of rates for incidental expenses to include additional categories of such expenses if, in the opinion of the Contract Administrator, such revision is necessary to facilitate the Consultant's performance of the Project(s).

7. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal (Appendix E). The Consultant will be responsible for transportation and subsistence costs in excess of State rates.

8. The consideration to be paid to Consultant as provided herein, shall be in compensation for all of Consultant's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

C. **Retention**

In addition to any amounts withheld under Article 1, the Consultant agrees that the County, at the discretion of the Contract Administrator, may withhold a five percent (5%) retention from the earned compensation of the Consultant. If the Contract Administrator determines that retention will not be withheld for a Project, the Contract Administrator will so state in writing prior to commencement of the Project by the Consultant. The Contract Administrator will identify in writing prior to commencement of the Project the Project-

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specific prerequisites (such as successful completion of a Project phase, as an example) for the release of retentions.

D. **Payments**

1. Progress payments will be made by the County upon receipt of the Consultant's monthly invoices and approval by the Contract Administrator thereof based on the Contract Administrator's evaluation of the completion of the respective components of the assigned Project. Invoices shall clearly identify the Project by Name(s), the Phase, and Task(s), comprising the work that is the subject of the invoice, the mini-RFP number, and the date(s) on which the work was performed. Invoices shall indicate specific rates of compensation, both of which must be based on the labor and other rates set forth in the Consultant's approved Cost Proposal (Appendix E to this Agreement), unless lump sum has been identified in the NTP. Invoices shall be submitted together with the documentation identified below in Paragraph 5 of this Article 5, Section D. Invoices shall be forwarded electronically to: PWPBusinessOffice@fresnocountyca.gov

2. Upon receipt of a proper invoice, the Contract Administrator will take a maximum of ten (10) working days to review, approve, and submit it to the County Auditor-Controller/Treasurer-Tax Collector. Unsatisfactory or inaccurate invoices will be returned to the Consultant for correction and resubmittal. Payment, less retention if applicable, will be issued to the Consultant within forty-five (45) calendar days of the date the Auditor-Controller/Treasurer-Tax Collector receives the approved invoice.

3. The County is entitled to withhold a five percent (5%) retention from the Consultant's earned compensation in accordance with the provisions of Article 5, Section C of this Agreement.

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

5. Concurrently with the invoices, the Consultant shall certify (through copies of issued checks, receipts, or other County pre-approved documentation) that complete payment, less a five percent (5%) retention if applicable, has been made to all

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subconsultants as provided herein for all previous invoices paid by the County. However, the Parties do not intend that the foregoing creates, as to any subconsultants or subcontractors, any purported third-party beneficiary status or any third-party beneficiary rights whatsoever, and the Parties do hereby expressly disclaim any such status or rights.

6. Final invoices, and separate invoices for retentions, shall be submitted to the Contract Administrator no later than thirty (30) days after the phase is completed. Payment for retentions, if any, shall not be made until all services for the phase are completed.

7. In the event the Director reduces the scope of the Consultant's work under this Agreement for a specific Project (or discontinues a specific Project), whether due to a deficiency in the appropriation of anticipated funding or otherwise, the Consultant will be compensated on a pro rata basis for actual work completed and accepted by the Director in accordance with the terms of this Agreement.

E. **Notice to Proceed / Task Orders / Project Cost Proposal**

1. Upon the acceptance of a project proposal submitted by the Consultant in accordance with the provisions of Article 1, Section I, and if an agreement has been reached on the negotiable items and total cost in connection therewith, then a specific Project will be assigned to the Consultant through issuance by the Contract Administrator of one or more NTPs specifying which Task Orders are authorized. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in the Consultant's approved Cost Proposal (Appendix E).

2. A Project Cost Proposal is of no force or effect and no expenditures are authorized on a Project and work shall not commence until a Notice to Proceed for that Project has been issued by the County.

3. If the Consultant fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.

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4. When milestone or phase cost estimates are included in the Project Cost Proposal and/or Task Order, the Consultant shall obtain prior written approval for a revised Project Cost Proposal from the Contract Administrator before exceeding such estimate.

5. The Consultant shall not commence performance of any work or services hereunder until this Agreement has been formally approved by the County and an NTP on a specific Project has been issued by the County's Contract Administrator. No payment will be made prior to approval or for any work performed by the Consultant prior to the County's formal approval of this Agreement.

6. The period of performance for each NTP shall be in accordance with dates specified in the NTP. Consistent with the provisions of Article 3, Section B, no NTP will be issued that would extend the Consultant's period of performance beyond the expiration date of this Agreement.

7. An NTP may not be used to amend any provision of this Agreement or to expand the scope of the Consultant's work as authorized under the provisions of this Agreement.

F. **Independent Contractor**

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

B. The Consultant and the County shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over

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matters the subject thereof.

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

6. **Modification / Change in Terms**

A. This Agreement may be amended or modified only by mutual written agreement of both parties. Except to the limited extent allowed under Article 5, Section B, and Article 7, Section C, and Article 16, Section A, any such written amendment to this Agreement may be approved on the County's behalf only by its Board of Supervisors.

B. The Consultant shall only commence work covered by an amendment after the amendment has been fully executed and a written NTP has been issued by the Contract Administrator.

C. There shall be no change in Consultant's Project Manager or members of the project team, as listed in Appendix C and the approved Cost Proposal (Appendix E)without prior written approval by the County's Contract Administrator. Any substitutions of personnel must be approved in advance by the Contract Administrator, which approval shall not be unreasonably withheld. The Consultant shall notify the Contract Administrator of the names and classifications of employees assigned to each specific Project and shall not reassign such employees to other projects of the Consultant without notification to and prior approval by the Contract Administrator.

7. **Non-Assignment**

Neither Party shall assign, transfer or sub-contract this Agreement or any of its

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respective rights or duties under this Agreement hereunder, without the prior written consent of the other Party.

8. **Hold Harmless**

A. The Consultant shall defend, hold harmless and indemnify the County, its officers, agents, and employees, against the payment of any and all costs and expenses (including reasonable attorney fees and court costs), damages, claims, suits, losses, and liability for bodily and personal injury to or death of any person or for loss of any property, economic loss or otherwise resulting from or arising out of any negligent or wrongful acts, errors or omissions of the Consultant, its officers, agents, and employees, in performing or failing to perform any work, services, or functions under this Agreement. Provided, however, and notwithstanding the immediately preceding sentence, with respect to any Project on which the Consultant has provided design professional services as defined by Civil Code Section 2782.8(c), the Consultant has no obligation to pay for any defense related cost prior to a final determination of its liability, based upon the percentage of comparative fault (if any) finally determined to be attributable to the Consultant's negligence, recklessness or willful misconduct. Following any such determination, the Consultant shall be responsible to pay to the County the dollar amount of all such defense costs incurred by the County that is commensurate with the finally determined percentage of the Consultant's liability, based upon the final determination of the Consultant's comparative fault. The provisions of this Article 8, Section A shall survive termination of this Agreement.

B. The County and the Consultant hereby declare their mutual intent to cooperate in the defense of any claim, suit, or other action alleging liability, arising from the negligent performance or failure to perform of any County construction contractor (or its subcontractor(s)) involved in the construction of any Project(s). Such cooperation may include an agreement to prepare and present a cooperative defense after consultation with the Consultant's professional liability insurance carrier.

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9. **Liability Insurance**

Without limiting the County's right to obtain indemnification from the Consultant or any third parties, the Consultant, at its sole expense, shall maintain in full force and effect, the following insurance policies prior to commencement of any work for the County and, thereafter, throughout the entire term of this Agreement.

A. **Commercial General Liability**

Commercial General Liability Insurance with limits of not less than Two Million Dollars **($2,000,000.00)** per occurrence and an annual aggregate of not less than Four Million Dollars **($4,000,000.00)**. This policy shall be issued on a per occurrence basis. The County may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this Agreement.

B. **Automobile Liability**

Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars **($1,000,000.00)** per accident for bodily injury and for property damages. Coverage should include any automobile's used in connection with this Agreement.

C. **Professional Liability Insurance**

1. If the Consultant employs licensed professional staff in providing services, Professional Liability Insurance with limits of One Million Dollars **($1,000,000.00)** per claim, Three Million Dollars **($3,000,000.00)** annual aggregate.
2. The Professional Liability Insurance shall be kept in full force and effect for a period of five (5) years from the date of substantial completion of the Consultant's work as determined by the County.

D. **Worker's Compensation**

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

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E. **Additional Requirements Relating to Insurance**

The Consultant shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County, its officers, agents, and employees shall be excess only and not contributing with insurance provided under the Consultant's policies required herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to the County.

The Consultant hereby waives its right to recover from the County, its officers, agents, and employees any amounts paid by the policy of worker's compensation insurance required by this Agreement. The Consultant is solely responsible to obtain any endorsement to such policy that may be necessary to accomplish such waiver of subrogation, but the Consultant's waiver of subrogation under this paragraph is effective whether or not the Consultant obtains such an endorsement.

Prior to commencing any such work under this Agreement, the Consultant shall provide certificates of insurance and endorsements as stated above for all of the foregoing policies, as required herein, to the County of Fresno, Contract Administrator, 2220 Tulare St., Sixth Floor, Fresno, CA 93721, stating that such insurance coverages have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that for such worker's compensation insurance the Consultant has waived its right to recover from the County, its officers, agents, and employees any amounts paid under the insurance policy and that waiver does not invalidate the insurance policy; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County, its officers, agents and employees,

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shall be excess only and not contributing with insurance provided under the Consultant's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to the County.

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

The Consultant agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Consultant agrees to provide at least thirty (30) calendar days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the Agreement, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of County.

In the event the Consultant fails to keep in effect at all times the insurance coverages as required by this Article 9, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon occurrence of such failure, or may purchase such insurance coverage and charge the cost of the coverage to the Consultant. The County may offset such charges against any amounts owed by the County to the Consultant under this Agreement.

10. **Audits / Retention of Records**

A. The Consultant shall at any time during business hours, and as often as the County may deem necessary, make available to the County for examination all of its records and data with respect to the matters covered by this Agreement. The Consultant shall, upon request by the County, permit the County to audit and inspect all of such records and data, including but not limited to, the costs of administering this Agreement, necessary to ensure the Consultant's compliance with the terms of this Agreement (and compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable).

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B. For the purpose of determining compliance with Gov. Code § 8546.7, the Consultant, its subconsultants, and County shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the Agreement including, but not limited to, the costs of administering the Agreement. All Parties, including the Consultant's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement. The County, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including without limitation when such jurisdiction is based upon Federal funding of the Project in whole or in part) shall have access to any books, records, and documents of the Consultant, its subconsultants, and the Consultant's Independent CPA, that are pertinent to the Agreement for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation. It shall be the responsibility of the Consultant to ensure that all subcontracts in excess of $25,000 shall contain this provision.

C. This Article 10 survives the termination of this Agreement.

11. **Notices**

The delivery of all notices hereunder and communications regarding interpretation of the terms of this Agreement and any proposed changes thereto, shall be accomplished by sending an e-mail, addressed to the Contract Administrator and the Consultant's Project Manager as identified on Appendix A of this Agreement. For all claims arising out of or related to this Agreement, nothing in this section establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

12. **Governing Law**

Venue for any action arising out of or related to this Agreement shall only be in

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Fresno County, California.

The rights and obligations of the Parties and all interpretation and performance of this Agreement shall be governed in all respects by the laws of the State of California.

13. **Disclosure of Self-Dealing Transactions**

This provision is only applicable if the Consultant is operating as a corporation (a for-profit or non-profit corporation) or if during the term of this Agreement, the Consultant changes its status to operate as a corporation. Members of the Consultant's Board of Directors shall disclose any self-dealing transactions that they are a party to while the Consultant is providing goods or performing services under this Agreement. A self-dealing transaction shall mean a transaction to which the Consultant is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a Self-Dealing Transaction Disclosure Form, attached hereto as Appendix G and incorporated herein by reference, and submitting it to the County prior to commencing with the self-dealing transaction or immediately thereafter.

14. **Electronic Signature and Counterparts**

The Parties agree that this Agreement and any notices hereunder may be executed by electronic signature as provided in this section.

A. An "electronic signature" means any symbol or process intended by an individual signing this Agreement to represent their signature, including but not limited to: (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned and transmitted (for example by PDF document) version of an original handwritten signature.

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

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

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

E. This Agreement is not conditioned upon the Parties conducting the transactions under it by electronic means and either Party may sign this Agreement with an original handwritten signature.

F. This Agreement may be signed in counterparts, each of which is an original, and all of which together constitute this Agreement.

15. **Subconsultants**

A. The Consultant may retain, as subconsultants, specialists in such engineering disciplines (including, but not limited to, structural, mechanical, transportation, environmental, water resources, electrical, surveying and geotechnical) as the Consultant requires to assist in completing the work. The subconsultants listed in Appendix H, attached hereto and incorporated herein, shall be considered as approved by the Contract Administrator. Any other subconsultants proposed for use by the Consultant shall be approved in writing by the Contract Administrator before they are retained by the Consultant, which approval shall not be unreasonably withheld.

B. Should the Consultant retain any subconsultants, the maximum amount of compensation to be paid to the Consultant under Article 5 shall not be increased. Any additional compensation to be paid to the Consultant for such subconsultants' work shall be limited to administrative time as defined in the fee proposal. Additional fees other than those defined in the fee proposal shall not be reimbursed.

C. Consultant shall be as fully responsible to the County for the negligent acts and omissions of its contractors and subcontractors or subconsultants, and of persons either directly or indirectly employed by them, in the same manner as persons directly

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employed by Consultant.

D. Nothing contained in this Agreement shall create any contractual relationship between the County and any of the Consultant's subconsultants, and no subconsultant agreement shall relieve the Consultant of any of its responsibilities and obligations hereunder. The Consultant agrees to be as fully responsible to the County for the acts and omissions of its subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Consultant. The Consultant's obligation to pay its subconsultants is a separate and independent obligation that is entirely unrelated to the County's obligation to make payments to the Consultant.

E. The Consultant shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this Agreement shall be subcontracted without prior written authorization by the Contract Administrator, excepting only those portions of the work and the responsible subconsultants that are expressly identified in Appendix H.

F. Any subcontract in excess of $25,000 entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.

G. The Consultant shall pay its subconsultants within fifteen (15) calendar days from receipt of each progress payment made to the Consultant by the County.

H. Any substitution of subconsultant(s) must be approved in writing by the Contract Administrator in advance of assigning work to a substitute subconsultant.

I. Prompt Progress Payment. The Consultant or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed Consultant on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from the Consultant or subconsultant to a

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subconsultant, the Consultant or subconsultant may withhold no more than 150 percent (150%) of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the violator to a penalty, payable to the subconsultant, of two percent (2%) of the amount due per month for every month that payment is not made.

J. In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.

K. Prompt Payment of Withheld Funds to Subconsultants. The County may hold retainage from the Consultant as provided in Article 5, Section C.

1. If the County has elected to hold retainage for a Project under Article 5, Section C, the County shall hold retainage from the Consultant and shall make prompt and regular incremental acceptances of portions, as determined by the County of the contract work and pay retainage to the Consultant based on these acceptances. The Consultant or subconsultant shall return all monies withheld in retention from all subconsultants within fifteen (15) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the County. Any delay or postponement of payment may take place only for good cause and with the County's prior written approval, in order to ensure prompt and full payment of any retainage kept by the Consultant or subconsultant to a subconsultant.

Any violation of these provisions shall subject the violating Consultant or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the Consultant or deficient subconsultant performance and/or noncompliance by a

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subconsultant. This clause applies to both DBE and non-DBE subconsultants.

2. If the County has elected not to hold retainage for a Project under Article 5, Section C, no retainage will be held by the County from progress payments due to the Consultant; and in such case, the Consultant and its subconsultants are prohibited from holding retainage from their subconsultants. Any delay or postponement of payment may take place only for good cause and with the County's prior written approval.

Any violation of these provisions shall subject the violating Consultant or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the Consultant, or deficient subconsultant performance and/or noncompliance by a subconsultant.

16. **Conflict of Interest**

A. The Consultant shall comply with the provisions of the Fresno County Department of Public Works and Planning Conflict of Interest Code, attached hereto as Appendix I and incorporated herein by this reference. Such compliance shall include the filing of annual statements pursuant to the regulations of the State Fair Political Practices Commission including, but not limited to, portions of Form 700.

B. During the term of this Agreement, the Consultant shall disclose any financial, business, or other relationship with the County that may have an impact upon the outcome of this Agreement, or any ensuing County construction project. The Consultant shall also list current clients who may have a financial interest in the outcome of this Agreement, or any ensuing County construction Project, which will follow.

C. The Consultant certifies that it has disclosed to the County any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement. The Consultant agrees to advise the County of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of

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execution of this Agreement. The Consultant further agrees to complete any statements of economic interest if required by either County ordinance or State law.

D. The Consultant hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.

E. The Consultant hereby certifies that the Consultant or subconsultant and any firm affiliated with the Consultant or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this Agreement, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one which is subject to the control of the same persons, through joint ownership or otherwise.

F. The Consultant and affiliated subconsultants shall not submit bids, or sub-bids, for the contract construction phase of the Project(s) assigned to the Consultant. The Consultant and its subconsultants, and all other service providers, shall not provide any Project-related services for, or receive any Project-related compensation from any construction contractor, subcontractor or service provider awarded a construction contract (hereinafter referred to as "contractor") for all or any portion of the Project(s) for which the Consultant provides services hereunder. The Consultant and its subconsultants, and all other service providers, may provide services for, and receive compensation from a contractor who has been awarded a construction contract for all or any portion of the Project(s), provided that any such services which are rendered, and any compensation which is received therefor, relates to work outside the scope of the Agreement and does not pose a conflict of interest.

G. Except for subconsultants or subcontractors whose services are limited to providing surveying or materials testing information, no subcontractor who has provided design services in connection with this Agreement shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this Agreement; provided, however, that this shall not be

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construed as disallowing subcontractors who have provided design services for the Project from performing, pursuant to this Agreement or other agreement with the County, construction inspection services on behalf of the County for the Project.

17. **Errors or Omissions Claims and Disputes**

A. Definitions:

1. A "Consultant" is a duly licensed architect or engineer, or other provider of professional services, acting as a business entity (owner, partnership, corporation, joint venture or other business association) in accordance with the terms of an agreement with the County.

2. A "Claim" is a demand or assertion by one of the Parties seeking, as a matter of right, adjustment or interpretation of Agreement terms, payment of money, extension of time, change orders, or other relief with respect to the terms of the Agreement. The term "Claim" also includes other disputes and matters in question between the County and the Consultant arising out of or relating to the Agreement. Claims must be made by written notice. The provisions of Government Code section 901, et seq., shall apply to every claim made to the County. The responsibility to substantiate claims shall rest with the Party making the claim. The term "Claim" also includes any allegation of an error or omission by the Consultant.

B. In the spirit of cooperation between the County and the Consultant, the following procedures are established in the event of any claim or dispute alleging a negligent error, act, or omission, of the Consultant.

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

2. The County and the Consultant shall meet and confer and attempt to reach agreement on any dispute, including what damages have occurred, the measure of damages and what proportion of damages, if any, shall be paid by either Party. The Parties agree to consult and consider the use of mediation or other form of dispute resolution prior

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to resorting to litigation.

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

4. Upon receipt of the panel's recommended resolution of the disputed issue(s), the County and the Consultant shall again meet and confer and attempt to reach agreement. If the Parties still are unable to reach agreement, each Party shall have recourse to all appropriate legal and equitable remedies.

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

D. The Consultant shall continue to perform its obligations under this Agreement pending resolution of any dispute, and the County shall continue to make payments of all undisputed amounts due under this Agreement.

E. When a claim by either Party has been made alleging the Consultant’s negligent error, act, or omission, the County and the Consultant shall meet and confer within twenty-one (21) working days after the written notice of the claim has been provided.

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18. **Ownership of Data**

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

B. The Consultant understands and agrees the County shall retain full ownership rights of the drawings and work product of the Consultant for the Project, to the fullest extent permitted by law. In this regard, the Consultant acknowledges and agrees the Consultant's services are on behalf of the County and are "works made for hire," as that term is defined in copyright law, by the County; that the drawings and work product to be prepared by the Consultant are for the sole and exclusive use of the County, and that the County shall be the sole owner of all patents, copyrights, trademarks, trade secrets and other rights and contractual interests in connection therewith which are developed and compensated solely under this Agreement; that all the rights, title and interest in and to the drawings and work product will be transferred to the County by the Consultant to the extent the Consultant has an interest in and authority to convey such rights; and the Consultant will assist the County to obtain and enforce patents, copyrights, trademarks, trade secrets, and other rights and contractual interests relating to said drawings and work product, free and clear of any claim by the Consultant or anyone claiming any right through the Consultant. The Consultant further acknowledges and agrees the County's ownership rights in such drawings or work product, shall apply regardless of whether such drawings or work product, or any copies thereof, are in possession of the Consultant, or any other person, firm, corporation, or entity. For purposes of this Agreement the terms "drawings" and "work product" shall mean all reports and study findings commissioned to develop the Project design, drawings and schematic or preliminary design documents, certified reproducibles of the original final construction contract drawings, specifications, the approved estimate, record drawings, as-built plans, and discoveries, developments, designs, improvement, inventions, formulas, processes, techniques, or specific know-how

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and data generated or conceived or reduced to practice or learning by the Consultant, either alone or jointly with others, that result from the tasks assigned to the Consultant by the County under this Agreement.

C. If this Agreement is terminated during or at the completion of any phase under Article 3, electronic and reproducible copies of report(s) or preliminary documents shall be submitted by the Consultant to the County, which may use them to complete the Project(s) at a future time.

D. If the Project is terminated at the completion of a construction document phase of the Project, electronic and certified reproducibles on 4 mil thick double matte film of the original final construction contract drawings, specifications, and approved engineer's estimate shall be submitted by the Consultant to the County.

E. Documents, including drawings and specifications, prepared by the Consultant pursuant to this Agreement are intended to be suitable for reuse by the County or others on extensions of the services provided for the Project. Any use of completed documents for projects other than Project(s) and/or any use of uncompleted documents will be at the County's sole risk and without liability or legal exposure to the Consultant.

F. The electronic files provided by the Consultant to the County are submitted for an acceptance period lasting until the expiration of this Agreement (i.e., throughout the duration of the Agreement term, including any extensions). Any defects the County discovers during such acceptance period will be reported to the Consultant and will be corrected as part of the Consultant's "Basic Scope of Work."

G. The Consultant shall not be liable for claims, liabilities or losses arising out of, or connected with (1) the modification or misuse by the County or anyone authorized by the County, of such CAD data, or (2) decline of accuracy or readability of CAD data due to inappropriate storage conditions or duration; or (3) any use by the County, or anyone authorized by the County, of such CAD data or other Project documentation for additions to the Project for the completion of the Project by others, or for other projects; except to the extent that said use may be expressly authorized, in writing, by the Consultant.

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H. The County, on the discretion of its Board of Supervisors, may permit the copyrighting of reports or other products. If copyrights are permitted, the Consultant hereby agrees, and this Agreement shall be deemed to provide, that the Federal Highway Administration shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for government purposes.

19. **Consultant's Legal Authority**

The Consultant represents and warrants to the County that:

A. The Consultant is duly authorized and empowered to sign and perform its obligations under this Agreement; and

B. The individual signing this Agreement on behalf of the Consultant is duly authorized to do so and his or her signature on this Agreement legally binds the Consultant to the terms of this Agreement.

20. **Binding Upon Successors**

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors in interest, assigns, legal representatives, and heirs.

21. **Severability**

If any part of this Agreement is determined by a court of competent jurisdiction to be unlawful or otherwise unenforceable, then this Agreement shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end the provisions of this Agreement are hereby declared to be severable.

22. **State Prevailing Wage Rates**

A. No Consultant or subconsultant may be awarded an Agreement containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5. Registration with DIR must be maintained throughout the entire term of this Agreement, including any subsequent amendments.

B. The Consultant shall comply with all of the applicable provisions of the

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California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this Agreement are available from the Department of Industrial Relations website. These wage rates are made a specific part of this Agreement by reference pursuant to Labor Code section 1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at County construction sites, at County facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve County projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

C. **Payroll Records**

1. Each Consultant and subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code section 1776 and as defined in 8 CCR section 16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Consultant or subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

   a. The information contained in the payroll record is true and correct.

   b. The employer has complied with the requirements of Labor Code sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the Consultant under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by County representatives at all reasonable hours at the principal office of the Consultant. The Consultant shall provide copies of certified payrolls or permit inspection of its records as

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follows:

a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.

b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of the County, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to the County, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the Consultant.

c. The public shall not be given access to certified payroll records by the Consultant. The Consultant is required to forward any requests for certified payrolls to the County Contract Administrator by both email and regular mail on the business day following receipt of the request.

3. Each Consultant shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.

4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the County shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the Consultant or subconsultant performing the work shall not be marked or obliterated.

5. The Consultant shall inform the County of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.

6. The Consultant or subconsultant shall have ten (10) calendar days in

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which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the Consultant or subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to the County, forfeit one hundred dollars ($100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by the County from payments then due. The Consultant is not subject to a penalty assessment pursuant to this section due to the failure of a subconsultant to comply with this section.

D. When prevailing wage rates apply, the Consultant is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the County Contract Administrator.

E. Penalty

1. The Consultant and any of its subconsultants shall comply with Labor Code section 1774 and 1775. Pursuant to Labor Code section 1775, the Consultant and any subconsultant shall forfeit to the County a penalty of not more than two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the Agreement by the Consultant or by its subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code section 1770 to 1780, inclusive.

2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the Consultant or subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the Consultant or subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the Consultant or subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the Consultant or subconsultant had knowledge of the obligations under the Labor Code. The Consultant is responsible for paying the appropriate rate, including any escalations that take place during the term of the

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Agreement.

3. In addition to the penalty and pursuant to Labor Code section 1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Consultant or subconsultant.

4. If a worker employed by a subconsultant on a public works project is not paid the general prevailing per diem wages by the subconsultant, the prime Consultant of the Project is not liable for the penalties described above unless the prime Consultant had knowledge of that failure of the subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime Consultant fails to comply with all of the following requirements:

a. The Agreement executed between the Consultant and the subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code sections 1771, 1775, 1776, 1777.5, 1813, and 1815.

b. The Consultant shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the subconsultant.

c. Upon becoming aware of the subconsultant's failure to pay the specified prevailing rate of wages to the subconsultant's workers, the Consultant shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the subconsultant for work performed on the public works project.

d. Prior to making final payment to the subconsultant for work performed on the public works project, the Consultant shall obtain an affidavit signed under penalty of perjury from the subconsultant that the subconsultant had paid the specified general prevailing rate of per

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diem wages to the subconsultant's employees on the public works project and any amounts due pursuant to Labor Code section 1813.

5. Pursuant to Labor Code section 1775, the County shall notify the Consultant on a public works project within fifteen (15) calendar days of receipt of a complaint that a subconsultant has failed to pay workers the general prevailing rate of per diem wages.

6. If the County determines that employees of a subconsultant were not paid the general prevailing rate of per diem wages and if the County did not retain sufficient money under the Agreement to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the Consultant shall withhold an amount of moneys due the subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by the County.

F. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The Consultant shall forfeit, as a penalty to the County, twenty-five dollars ($25) for each worker employed in the execution of the Agreement by the Consultant or any of its subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular sections 1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one half (1.5) times the basic rate of pay, as provided in section 1815.

G. Employment of Apprentices

1. Where either the prime Agreement or the subconsultant agreement exceeds thirty thousand dollars ($30,000), the Consultant and any subconsultants under him or her shall comply with all applicable requirements of Labor Code sections 1777.5, 1777.6 and 1777.7 in the employment of apprentices.

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2. Consultant and all subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, the Consultant and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at, for additional information regarding the employment of apprentices and for the specific journey-to-apprentice ratios for the Agreement work. The Consultant is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code section 1777.7.

23. **Equipment Purchase**

A. Prior authorization, in writing, by the Contract Administrator shall be required before the Consultant enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars ($5,000) for supplies, equipment, or Consultant services. The Consultant shall provide an evaluation of the necessity or desirability of incurring such costs.

B. Prior authorization by the Contract Administrator shall be required for purchase of any item, service or consulting work in excess of $5,000 that is not covered in the Consultant's Cost Proposal; and the Consultant's request must be accompanied by at least three competitive quotations, unless the absence of proposal is adequately justified, to the satisfaction of the Contract Administrator in his/her discretion, by written explanation provided by the Consultant with its submittal.

C. Any authorized purchase of equipment as a result of this Agreement is subject to the following: "The Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of $5,000 or more. If the purchased equipment needs replacement and is sold or traded in, the County shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, the Consultant may either keep the equipment and credit the County in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established County

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procedures; and credit the County in an amount equal to the sales price. If the Consultant elects to keep the equipment, fair market value shall be determined at the Consultant's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by the County and the Consultant, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the County."

24. **Non-Discrimination Clause and Statement Of Compliance**

A. The Consultant's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that the Consultant has, unless exempt, complied with, the nondiscrimination program requirements of Government Code §12990 and 2 CCR § 8103.

B. During the performance of this Agreement, the Consultant and its subconsultants shall not deny this Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The Consultant and subconsultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

C. The Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.) and the applicable regulations promulgated thereunder (2 CCR §11000 et seq.), the provisions of Government Code §§11135 et seq., and the regulations or standards adopted by the County to implement such provisions. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of

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Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

D. Consultant shall permit access by representatives of the Department of Fair Employment and Housing and the County upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or the County shall require in order to ascertain compliance with the requirements of this Article 24.

E. The Consultant and subconsultants shall give written notice of their obligations under this Article 24 to labor organizations with which they have a collective bargaining or other agreement.

F. The Consultant and subconsultants shall include the nondiscrimination and compliance provisions of this Article 24 in all subcontracts to perform work under this Agreement.

G. The Consultant, with regard to the work performed under this Agreement, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

H. The Consultant shall comply with regulations relative to non-discrimination in federally assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the Consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.

25. **Safety**

A. The Consultant shall comply with OSHA regulations applicable to Consultant

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regarding necessary safety equipment or procedures. The Consultant shall comply with safety instructions issued by the County Safety Officer and other County representatives. The Consultant's personnel shall wear hard hats and safety vests at all times while working on the construction project site.

B. Pursuant to the authority contained in Vehicle Code §591, the County has determined that such areas are within the limits of the project and are open to public traffic. The Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The Consultant shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

C. The Consultant must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in Labor Code §6500 and §6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five (5) feet or deeper.

26. **Claims Filed by the County's Construction Contractor**

A. If claims are filed by the County's construction contractor relating to work performed by the Consultant's personnel, and additional information or assistance from the Consultant's personnel is required in order to evaluate or defend against such claims, then the Consultant hereby agrees in such event to make its personnel available for consultation with the County's construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

B. The Consultant's personnel that the County considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from the County. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for the Consultant's personnel services under this Agreement.

C. Services of the Consultant's personnel in connection with the County's construction contractor claims will be performed pursuant to a written contract amendment,

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if necessary, extending the termination date of this Agreement in order to resolve the construction claims.

27. **Confidentiality of Data**

A. All financial, statistical, personal, technical, or other data and information relative to the County's operations, which are designated confidential by the County and made available to the Consultant in order to carry out this Agreement, shall be protected by the Consultant from unauthorized use and disclosure.

B. Permission to disclose information on one occasion, or public hearing held by the County relating to the contract, shall not authorize the Consultant to further disclose such information, or disseminate the same on any other occasion.

C. The Consultant shall not comment publicly to the press or any other media regarding this Agreement or the County's actions on the same, except to the County's staff, the Consultant's own personnel involved in the performance of this Agreement, at public hearings or in response to questions from a Legislative committee.

D. The Consultant shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this Agreement without prior review of the contents thereof by the County, and receipt of the County's written permission.

E. All information related to the construction estimate is confidential and shall not be disclosed by the Consultant to any entity other than the County. All of the materials prepared or assembled by the Consultant pursuant to performance of this Contract are confidential and the Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the County or except by court order. If the Consultant or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, the County has the right to reimbursement and indemnity from the Consultant for any damages caused by the Consultant's releasing the information, including, but not limited to, the County's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

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28. **Evaluation of the Consultant**

The Consultant's performance will be evaluated by the County. A copy of the evaluation will be sent to the Consultant for comments. The evaluation together with the comments shall be retained as part of the contract record.

29. **Entire Agreement**

This Agreement constitutes the entire agreement between the Consultant and County with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless expressly included in this Agreement. In the event of any inconsistency in interpreting the documents which constitute this Agreement, the inconsistency shall be resolved by giving precedence in the following order of priority: (1) the text of this Agreement (2) the County's Request for Qualification "On-Call A&E", and (3) the Consultant's Statement of Qualification made in response to County's Request for Qualification. In consideration of promises, covenants and conditions contained in this Agreement, the Consultant and the County, and each of them, do hereby agree to diligently perform in accordance with the terms and conditions of this Agreement, as evidenced by the signatures below.

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IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

| CONTRACTOR | COUNTY OF FRESNO |
| --- | --- |
| _____<br>(Authorized Signature) | _____<br>Steven White, Director<br>Department of Public Works and Planning |
| _____<br>Print Name & Title | |
| _____<br>Mailing Address | |

APPROVED AS TO LEGAL FORM
Douglas Sloan, County Counsel

By: _____

APPROVED AS TO ACCOUNTING FORM
Oscar J. Garcia, CPA,
Auditor-Controller/Treasurer-
Tax Collector

By: _____

FOR ACCOUNTING USE ONLY:

Fund: 0700 / 0710 / 0720 / 0730

Subclass: 15000 / 15001 / 15030

Org: 9020 / 9024 / 9026 / 9028 / 9905

Account: 7294

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# Appendix A – List of All Consultants and Project Managers

**Firm Name**

Address

Project Manager

E-mail

Phone Number

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# Appendix D - Deliverables

*Last updated: August 25, 2026*

Prior to submissions, the CONSULTANT shall request from the PROJECT ADMINISTRATOR confirmation of acceptable reproducible format standards. Verification of compatible format will be required prior to final file delivery.

All final work products delivered as part of bid documents, or that are otherwise intended for public distribution, must be compliant with the United States' Department of Justice's WCAG 2.1 Level AA technical standard for digital accessibility. The USDOJ website and rule guidance are posted at the following web pages:

WCAG 2.1 AA Technical Standard

ADA Rule Guidance

## A. Technical Report Standard Submittal Formats:

1. Standard submittal formats:
    a. Electronic copy sent via email:
        i. Microsoft Word (.docx) formatted for printing on 8 ½" by 11" pages
        ii. Microsoft Excel (.xlsx) formatted for printing on 8 ½" by 11" or 11" by 17" pages
        iii. Adobe (.pdf) formatted for printing on 8 ½" by 11" or 11" by 17" pages
        iv. AutoCAD Civil 3D, as .DXF or .DWG files
        v. Other mutually agreed upon format. Hardcopies upon request.
2. Technical studies and estimates:
    a. Electronic copy sent via email:
        i. Microsoft Word (.docx)
        ii. Microsoft Excel (.xlsx)
        iii. Signed Final Version in Adobe (.pdf)
        iv. Other mutually agreed upon format. Hardcopies upon request.
3. Drawings:
    a. Electronic copy sent via email:
        i. AutoCAD Civil 3D as .DXF or .DWG files
        ii. Hardcopies upon request.

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**B. Design Plans, Technical Specifications and Construction Estimate:**

1. 30%, 60%, and 90% plans, specifications and estimates for review
    a. Progress prints and final originals of the plans, specifications, and estimates.
    b. Standard submittal format
    c. Hardcopies on 22” X 34” pages (up to 10 copies) upon request.
2. Accepted Final original plans, specifications and estimates shall include
    a. Electronic copy sent via email
        i. Final plans, cross sections and slope stake information, design calculations, quantity calculations, and other design information as applicable to the PROJECT.
        ii. Final specifications and estimates
        iii. Plan sheets, cross sections, earthwork calculations and slope stake information shall be in:
            - AutoCAD Civil 3D
        iv. Specifications shall be in:
            - Microsoft Word (.docx) formatted for printing on 8 ½” by 11” pages
        v. Final engineer’s estimates shall be in:
            - Microsoft Excel (.xlsx)
    b. Hardcopies (Upon request)
        i. Plan Set: One (1) original reproducible plan set on 22” by 34” sheets of bond paper and 4 mil thick double matte film.
        ii. Cross Sections: One (1) reproducible copy of cross sections on 22” by 34” sheets of bond paper and 4 mil thick double matte film.
        iii. Final Specifications and Engineer’s Estimates: One (1) stamped and wet signed paper copy on 8 ½” by 11” pages.

**C. County-provided preliminary engineering survey data on existing structures and topographic mapping shall be in:**

a. AutoCAD Civil 3D

b. Or other mutually agreed upon format

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# SELF-DEALING TRANSACTION DISCLOSURE FORM

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 in which one or more of its directors has a material financial interest"*

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

INSTRUCTIONS

(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 Code.

(5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

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| **(1) Company Board Member Information:** | | | |
|---|---|---|---|
| **Name:** | | **Date:** | |
| **Job Title:** | | | |
| **(2) Company/Agency Name and Address:** | | | |
| | | | |
| **(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):** | | | |
| | | | |
| **(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):** | | | |
| | | | |
| **(5) Authorized Signature** | | | |
| Signature: | | Date: | |

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**BEFORE THE BOARD OF SUPERVISORS**

**OF THE COUNTY OF FRESNO**

**STATE OF CALIFORNIA**

| | | |
|---|---|---|
| In the matter of | ) | No. |
| Amendment of Standard Conflict of Interest Code for All County Departments | ) | |

**Whereas**, the Political Reform Act, Government Code section 81000 et seq., requires state and local government agencies to adopt and promulgate conflict of interest codes; and

**Whereas**, the Fair Political Practices Commission has adopted a regulation, Title 2, California Code of Regulations, section 18730, which contains the terms of a standard conflict of interest code, and which may be amended by the Fair Political Practices Commission after public notices and hearings to conform to amendments to the Political Reform Act; and

**Whereas**, any local agency may incorporate this standard conflict of interest code, and thereafter need not amend its code to conform to future amendments to the Political Reform Act or its regulations; and

**Whereas**, the Board of Supervisors may adopt the standard conflict of interest code on behalf of all County departments.

**Now therefore be it resolved**, that the terms of Title 2, California Code of Regulations, section 18730, and any amendments to it duly adopted by the Fair Political Practices Commission, are hereby incorporated by reference and, along with the Exhibits A and B approved previously, today, or in the future, by this Board for each County department, in which officers and employees are designated and disclosure categories are set forth, constitute the conflict of interest codes of each County department.

Conflict of interest forms shall be filed as follows:

1. As required by Government Code section 87500, subdivision (e), the County Administrative Officer, District Attorney, County Counsel, and Auditor-Controller/Treasurer-Tax Collector shall file one original of their statements with the County Clerk, who shall make and retain a copy and forward the original to the Fair Political Practices Commission, which shall be the filing officer.

2. As required by Government Code section 87500, subdivision (j), all other department heads shall file one original of their statements with their departments. The filing officer of each department shall make and retain a copy and forward the original to the Clerk to the Board of Supervisors, who shall be the filing officer.

3. All other designated employees shall file one original of their statements with their departments.

Adopted at a regular meeting of the Board of Supervisors, held on the 2nd day of October, 2007, by the following vote, to wit:

Ayes: Supervisors Larson, Perea, Anderson, Case and Waterston

Noes: None

Absent: None

Chairman, Board of Supervisors

Attest:

Clerk

COUNTY OF FRESNO
Fresno, California

# Conflict of Interest Code
# Local Agency Annual / Biennial Report

[Email Me]
Double click!

In accordance with Government Code Section 87306.5, this department has reviewed its Conflict of Interest Code and has determined that (check one of the following):

1. ☐ Our department's Conflict of Interest Code accurately designates all positions within our department which make or participate in the making of decisions which may foreseeably have a material effect on any financial interest; and the disclosure category assigned to each such position accurately requires the disclosure of all of the specific types of investments, business positions, interests in real property, and sources of income that are reportable under Government Code Section 87302 ("reportable under Government Code Section 87302" means: an investment, business position, interest in real property, or source of income shall be made reportable by the Conflict of Interest Code if the business entity in which the investment or business position is held, the interest in real property, or the income or source of income may foreseeably be affected materially by any decision made or participated in by the designated employee by virtue of his or her position); or,

2. ☒ Our department's Conflict of Interest Code is in need of amendment. We have determined that the following amendments are necessary (check applicable items, and refer to Exhibits "A" and "B" for detail if appropriate):

   A. ☒ Include new positions (including consultants) that must be designated.

   B. ☐ Include or delete positions because changes in duties.

   C. ☐ Include positions that manage public investments.

   D. ☐ Revise disclosure categories.

   E. ☒ Revise the titles of existing positions.

   F. ☐ Delete titles of positions that have been abolished.

   G. ☐ Other (*describe*)

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| CONTACT PERSON | DEPARTMENT |
|---|---|
| Sam Mann | PWP |

**I hereby approve the foregoing reported information for our department:**

stwhite 12/28/2023 9:48:57 AM [Sign] Double click!
Department Head Signature / Date

Note: Government Code Section 87306 requires that when an agency (e.g., your department) has determined that amendments or revisions are necessitated by changed circumstances, the amendments or revisions shall be submitted to the code reviewing body within 90 days after the changed circumstances have become apparent.

**EXHIBIT "A"**
**PUBLIC WORKS AND PLANNING**

| Classification | Category |
|---|---|
| Accountant I / II | 2 |
| Architect | 1 |
| Building Inspector I / II | 1 |
| Building Plans Engineer | 1 |
| Chief Building Inspector | 1 |
| Chief of Field Surveys | 1 |
| Consultant | * |
| Deputy Director of Planning | 1 |
| Deputy Director of Public Works | 1 |
| Development Services & Capital Projects Manager | 1 |
| Director of Public Works and Planning | 1 |
| Disposal Site Supervisor | 2 |
| Engineer I / II / III | 1 |
| Field Survey Supervisor | 3 |
| Financial Analyst I / II / III | 1 |
| Housing Rehabilitation Specialist I / II | 1 |
| Information Technology Analyst I / II / III / IV | 2 |
| Landfill Operations Manager | 1 |
| Planner I / II / III | 1 |
| Planning and Resource Management Official | 1 |
| Principal Accountant | 1 |
| Principal Planner | 1 |
| ~~Principal Staff Analyst~~ Program Manager | 1 |
| ~~Public Works and Planning Business Manager~~ | ~~1~~ |
| Public Works and Planning Finance Division Manager | 1 |
| ~~Public Works and Planning Information Technology Manager~~ | ~~1~~ |
| Departmental Information Technology Manager | 1 |
| Public Works Division Engineer | 1 |
| Resources Division Manager | 1 |
| Right-of-Way Agent II / III | 1 |
| Road Maintenance & Operations Division Manager | 1 |
| Road Maintenance Supervisor | 1 |
| Road Superintendent | 1 |
| Senior Accountant | 2 |
| Senior Engineer | 1 |
| Senior Engineering Technician | 2 |
| Senior Information Technology Analyst | 2 |
| Senior Planner | 1 |
| Senior Staff Analyst | 1 |

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| Classification | Category |
|---|---|
| Staff Analyst I / II / III | 1 |
| Supervising Accountant | 1 |
| Supervising Architect | 1 |
| Supervising Building Inspector | 1 |
| Supervising Engineer | 1 |
| Supervising Water/Wastewater Specialist | 1 |
| Traffic Maintenance Supervisor | 2 |
| Water & Natural Resources Manager | 1 |

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* Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitation: The Director of Public Works and Planning may determine in writing that a particular consultant, although a "designated position", is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The Director of Public Works and Planning's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.

**EXHIBIT "B"**

**PUBLIC WORKS AND PLANNING**

1. Persons in this category shall disclose all reportable investments, interests in real property, sources of income (including gifts), and business positions. Financial interests (other than gifts) are reportable only if located within or subject to the jurisdiction of Fresno County, or if the business entity is doing business or planning to do business in the jurisdiction, or has done business within the jurisdiction at any time during the two years prior to the filing of the statement. Real property shall be deemed to be within the jurisdiction of the County if the property or any part of it is located within or not more than two miles outside the boundaries of the County (including its incorporated cities) or within two miles of any land owned or used by the County.

2. Persons in this category shall disclose all reportable investments in, income from (including gifts), and business positions with any business entity which, within the last two years, has contracted or in the future foreseeably may contract with Fresno County through its Public Works and Planning Department, Solid Waste Commissions within the jurisdiction, or to any other joint powers agency which Fresno County is a member to provide services, supplies, materials, machinery, or equipment to the County.

3. Persons in this category shall disclose all interests in real property within the jurisdiction of Fresno County. Real Property shall be deemed to be within the jurisdiction if the property or any part of it is located within or not more than two miles outside the boundaries of Fresno County (including its incorporated cities) or within two miles of any land owned or used by the County.

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Macros Must Be Enabled -- Please Re-open and Enable

# Conflict of Interest Code of the County of Fresno

[Email Me] Double click!

Steven E. White, HEREBY SUBMITS THE FOLLOWING AMENDED CONFLICT OF INTEREST CODE TO THE BOARD OF SUPERVISORS OF THE COUNTY OF FRESNO.

AGENCY: Public Works and Planning

stwhite 12/29/2023 11:46:28 AM [Sign] Double click!
Department Head Signature / Date

RECEIVED ON BEHALF OF THE BOARD OF SUPERVISORS OF THE COUNTY OF FRESNO.

Bernice E. Seidel [Sign] Double click!
Clerk of the Board of Supervisors

THE FOLLOWING CONFLICT OF INTEREST CODE, HAVING BEEN SUBMITTED BY THE AGENCY DESIGNATED ABOVE, WAS APPROVED BY ORDER OF THE CODE-REVIEWING BODY ON 2/6/24

OTHER ACTION (IF ANY): N/A

Bernice E. Seidel [Sign] Double click!
Clerk of the Board of Supervisors