

**MASTER ON-CALL AGREEMENT FOR
PROPERTY APPRAISAL SERVICES**

This Master Agreement for Appraisal Services (“the Agreement”) is made and entered into this 18th day of June 2024 (“Effective Date”), by and between the County of Fresno, a political subdivision of the State of California, (“the County”); and those appraisers listed in Exhibit A, which is attached to the Agreement and incorporated herein by reference (collectively referred to as “the Appraiser”).

Recitals

A. The County’s Department of Public Works and Planning (“Department”) desires to retain the Appraiser to provide on-call real property appraisal services for partial and full parcel acquisitions as necessary to assist the County in performing roads and capital improvement projects (“Project(s)”) proposed by the County.

B. The Department will require services for several large-scale projects, as well as projects of a smaller nature that may arise from time to time.

C. The County needs an appraisal to be made on each of these parcels to determine fair market value of the land and improvements, severance damages, if any, and special benefits, if any, and to assist the County in determining the just compensation to be offered to the owners of the parcels.

D. The Appraiser represents that it is able to provide these appraisal review services subject to the terms and conditions of this Agreement.

E. The Department has selected Appraiser in accordance with the Ordinance Code of Fresno County, Chapter 4.10 on the selection of architects, engineers, and other professionals to provide the Real Property services necessary for the Projects, as specified herein; 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 County’s Projects.

The parties therefore agree as follows:

1 **Article 1**

2 **Appraiser 's Services**

3 1.1 **Scope of Services.** The Appraiser shall perform all real property appraisal services
4 required for the Project(s) as provided in Exhibit B to this Agreement, entitled "Scope of
5 Services," attached and incorporated by this reference.

6 1.2 **Representation.** The Appraiser represents that it is qualified, ready, willing, and able
7 to perform all of the services provided in this Agreement.

8 1.3 **Compliance with Laws.** The Appraiser shall, at its own cost, comply with all
9 applicable federal, state, and local laws and regulations in the performance of its obligations
10 under this Agreement, including but not limited to workers compensation, labor, and
11 confidentiality laws and regulations.

12 1.4 **Appraiser's Project Manager.** The individual listed in Exhibit A, as the firm's "List of
13 Appraisers" is designated as the Appraiser's Project Manager for this Agreement and shall
14 remain so unless the Appraiser requests and the Director approves, in writing, a change of the
15 Appraiser's Project Manager, which approval will not be unreasonably withheld.

16 1.5 The Appraiser agrees and warrants that its principal personnel are licensed as
17 Certified General Appraisers with the California Office of Real Estate Appraisers and hold an
18 MAI Designation from the Appraisal Institute and the professionals or other individuals
19 performing work on any Project(s) shall be adequately trained to perform the work as required
20 by law or by accepted standards of the applicable profession.

21 1.6 The Appraiser's services shall be performed as expeditiously as is consistent with
22 professional skill and the orderly progress of the work, based on schedules for each specific
23 Project mutually agreed upon in advance by the Contract Administrator and the Appraiser, and
24 consistent with schedules established under Article 3, "Compensation, Invoices, and Payments."

25 1.7 The Appraiser shall be fully informed of the requirements of 49 CFR, Part 26 and the
26 California Department of Transportation's (Caltrans) Disadvantaged Business Enterprise
27 program developed pursuant to the regulations incorporated herein.

28 1.8 The Appraiser shall submit proposals in response to requests issued by the Contract

1 Administrator on a project-by-project basis. The Appraiser's proposal at a minimum shall
2 include, but not be limited to, staff qualifications, proposed method, and schedule for completing
3 the task(s), completed federal forms and a sealed cost proposal, based on the rates listed in
4 that Appraiser's cost proposal contained in Exhibit C, attached and incorporated by this
5 reference. The Appraiser agrees that each professional or other individual performing work on
6 any such Project(s) shall be adequately trained to perform the work and shall possess the
7 proper license, certification or registration as required by law or by accepted standards of the
8 applicable profession. The Appraiser agrees to provide the professional services that are
9 necessary to complete the requested tasks consistent with the scope of its contracted
10 discipline(s), as listed in Exhibit B Scope of Work, when expressly authorized in writing by the
11 Contract Administrator.

12 **Article 2**

13 **County's Responsibilities**

14
15 2.1 The County designates the following individual as the Contract Administrator for this
16 Agreement on behalf of the County, who shall remain so unless the Appraiser is otherwise
17 notified in writing by the County's Director of Public Works and Planning or his/her designee(s)
18 ("Director"):

19 Erin Haagenson, Program Manager
20 2220 Tulare Street, 6th Floor, Fresno, CA 93721
21 559-388-7292
22 ehaagenson@fresnocountyca.gov

23 2.2 The County shall provide an individual Project Administrator to serve as a
24 representative of the County who will coordinate and communicate with the Appraiser on all
25 Project technical work, to the extent appropriate, in an effort to facilitate the Appraiser's
26 performance of its obligations in accordance with the provisions of this Agreement.

27 2.3 The County shall issue Task Orders on a project-by-project basis, based on each
28 Appraiser's rates established in Exhibit C. Task Orders will at a minimum include scope of work,

1 location, and schedule for the Project.

2 2.4 The County shall provide the Appraiser with a Project Scope and Schedule, and
3 compensate the Appraiser as provided in this Agreement.

4 2.5 The County shall provide copies of any available existing as-built plans and right-of-
5 way drawings from the County's files.

6 2.6 The County shall provide all surveying and staking.

7 2.7 The County shall provide design of the Project(s) and prepare legal descriptions.

8 2.8 The County shall prepare right-of-way maps.

9 2.9 The County shall provide list of property owners with addresses for notification of
10 property owners upon the Appraiser's request.

11 2.10 The County shall examine documents submitted by Appraiser and render timely
12 decisions pertaining to those documents.

13 2.11 For appraisal reviews, the County shall also provide written appraisals completed by
14 outside Appraisal firms, which the Appraiser will review for completeness and accuracy.

15 2.12 The County shall give reasonably prompt consideration to all matters submitted for
16 approval by the Appraiser in an effort to assist the Appraiser in avoiding any substantial delays
17 in the Appraiser's program of work. An approval, authorization or request issued to the
18 Appraiser by the County will be binding upon the County under the terms of this Agreement only
19 if it is made in writing and signed on behalf of the County by the Contract Administrator.
20

21 **Article 3**

22 **Compensation, Invoices, and Payments**

23 3.1 The County agrees to pay, and the Appraiser agrees to receive, compensation for
24 the performance of its services under this Agreement as described in this Article 3.

25 3.2 **Maximum Compensation.** The maximum compensation to be paid under this
26 Agreement is Five Hundred Thousand Dollars (\$500,000), ("Not to Exceed Sum"). Each
27 Contractor acknowledges that the County is a local government entity, and does so with notice
28 that the County's powers are limited by the California Constitution and by State law, and with

1 notice that each Contractor may receive compensation under this Agreement only for services
2 performed according to the terms of this Agreement and while this Agreement is in effect, and
3 subject to the maximum amount payable under this section. Each Contractor further
4 acknowledges that County employees have no authority to pay the Contractor except as
5 expressly provided in this Agreement.

6 3.3 It is understood and agreed that there is no guarantee, either expressed or implied,
7 that all or any specific portion of the Not to Exceed Sum will be authorized under the Agreement
8 through Task Orders. It is further understood and agreed that there is no guarantee, either
9 expressed or implied, that any Task Order will be assigned to the Appraiser or that the
10 Appraiser will receive any payment whatsoever, under the terms of this Agreement. The
11 Appraiser acknowledges and agrees that the County shall not pay any amount under this
12 Agreement that would cause the Not to Exceed Sum to be exceeded.

13 3.4 Appraiser Fee. Each Appraiser's Cost Proposal is attached as Exhibit C. If there is
14 any conflict between the provisions set forth in this Agreement and the approved Exhibit C, this
15 Agreement shall take precedence.

16 3.5 **Invoices.** The Appraiser shall submit invoices electronically to
17 PWPBusinessOffice@fresnocountyca.gov . The Appraiser shall submit each invoice within 60
18 days after the month in which the Appraiser performs services and in any case within 60 days
19 after the end of the term or termination of this Agreement. Invoices shall clearly identify the
20 Phase and Task of the work, the Notice to Proceed number and the date(s) on which the work
21 was performed and shall be submitted with the documentation identified in Section 3.8, "Invoice
22 Documentation."

23 3.6 **Payment.** The County shall remit payment to the Appraiser's address specified in
24 the invoice. Upon receipt of a proper invoice, the Contract Administrator will take a maximum of
25 ten (10) working days to review, approve, and submit it to the County Auditor-
26 Controller/Treasurer-Tax Collector. Unsatisfactory or inaccurate invoices will be returned to the
27 Appraiser for correction and resubmittal. Payment will be issued to the Appraiser within forty
28

1 (40) calendar days of the date the Auditor-Controller/Treasurer-Tax Collector receives the
2 approved invoice.

3 3.7 An unresolved dispute over a possible error or omission may cause payment of the
4 Appraiser fees in the disputed amount to be withheld by the County.

5 3.8 Final invoices shall be submitted to Contract Administrator no later than thirty (30)
6 days after the phase or task is completed.

7 3.9 **Incidental Expenses.** The Appraiser is solely responsible for all of its costs and
8 expenses that are not specified as payable by the County under this Agreement.

9 3.10 **Retention From Earned Compensation.** No retainage will be withheld by the
10 County from the Appraisers payment(s).

11 **Article 4**

12 **Term of Agreement**

13 4.1 **Term.** This Agreement is effective on the Effective Date and terminates after three
14 years, except as provided in section 4.2, "Extension," or Article 6, "Termination and
15 Suspension," below.

16 4.2 **Extension.** The term of this Agreement may be extended for no more than one, one-
17 year period only upon written approval of both parties at least 30 days before the first day of the
18 next one-year extension period. The Director or his or her designee is authorized to sign the
19 written approval on behalf of the County based on the Appraiser's satisfactory performance. The
20 extension of this Agreement by the County is not a waiver or compromise of any default or
21 breach of this Agreement by the Appraiser existing at the time of the extension whether or not
22 known to the County.

23 **Article 5**

24 **Notices**

25 5.1 **Contact Information.** The persons and their addresses having authority to give and
26 receive notices provided for or permitted under this Agreement include the following:
27

28 **For the County:**

1 Department of Public Works and Planning
2 Erin Haagenson, Program Manager
3 2220 Tulare Street, 6th Floor, Fresno, CA 93721
4 559-388-7292
5 ehaagenson@fresnocountyca.gov

6 **For the Appraiser:**

7 Each Appraiser's Address for Notices is listed in Exhibit A to this Agreement.

8 5.2 **Change of Contact Information.** Either party may change the information in section
9 5.1 by giving notice as provided in section 5.3.

10 5.3 **Method of Delivery.** Each notice between the County and the Appraiser provided for
11 or permitted under this Agreement must be in writing, state that it is a notice provided under this
12 Agreement, and be delivered either by personal service, by first-class United States mail, by an
13 overnight commercial courier service, or by Portable Document Format (PDF) document
14 attached to an email.

15 (A) A notice delivered by personal service is effective upon service to the recipient.

16 (B) A notice delivered by first-class United States mail is effective three County
17 business days after deposit in the United States mail, postage prepaid, addressed to the
18 recipient.

19 (C) A notice delivered by an overnight commercial courier service is effective one
20 County business day after deposit with the overnight commercial courier service,
21 delivery fees prepaid, with delivery instructions given for next day delivery, addressed to
22 the recipient.

23 (D) A notice delivered by PDF document attached to an email is effective when
24 transmission to the recipient is completed (but, if such transmission is completed outside
25 of County business hours, then such delivery is deemed to be effective at the next
26 beginning of a County business day), provided that the sender maintains a machine
27 record of the completed transmission.

28 5.4 **Claims Presentation.** For all claims arising from or related to this Agreement,
nothing in this Agreement establishes, waives, or modifies any claims presentation

1 requirements or procedures provided by law, including the Government Claims Act (Division 3.6
2 of Title 1 of the Government Code, beginning with section 810).

3 **Article 6**

4 **Termination and Suspension**

5 6.1 **Termination for Non-Allocation of Funds.** The terms of this Agreement are
6 contingent on the approval of funds by the appropriating government agency. If sufficient funds
7 are not allocated, then the County, upon at least 30 days' advance written notice to the
8 Appraiser, may:

9 (A) Modify the services provided by the under this Agreement; or

10 (B) Terminate this Agreement.

11 6.2 **Termination for Breach.**

12 (A) Upon determining that a breach (as defined in paragraph (C) below) has
13 occurred, the County may give written notice of the breach to the Appraiser. The written
14 notice may suspend performance under this Agreement and must provide at least 30
15 days for the Appraiser to cure the breach.

16 (B) If the Appraiser fails to cure the breach to the County's satisfaction within the
17 time stated in the written notice, the County may terminate this Agreement immediately.

18 (C) For purposes of this section, a breach occurs when, in the determination of the
19 County, the Appraiser has:

20 (1) Obtained or used funds illegally or improperly;

21 (2) Failed to comply with any part of this Agreement;

22 (3) Submitted a substantially incorrect or incomplete report to the County; or

23 (4) Improperly performed any of its obligations under this Agreement.

24 6.3 **Termination without Cause.** In circumstances other than those set forth above, the
25 County may terminate this Agreement by giving at least 30 days advance written notice to the
26 Appraiser.

27 6.4 **No Penalty or Further Obligation.** Any termination of this Agreement by the County
28 under this Article 6 is without penalty to or further obligation of the County.

1 **Article 8**

2 **Indemnity and Defense**

3 8.1 **Indemnity.** The Appraiser shall indemnify and hold harmless and defend the County
4 (including its officers, agents, employees, and volunteers) against all claims, demands, injuries,
5 damages, costs, expenses (including attorney fees and costs), fines, penalties, and liabilities of
6 any kind to the County, the Appraiser, or any third party that arise from or relate to the
7 performance or failure to perform by the Appraiser (or any of its officers, agents, subcontractors,
8 or employees) under this Agreement. The County may conduct or participate in its own defense
9 without affecting the Appraiser's obligation to indemnify and hold harmless or defend the
10 County.

11 8.2 **Survival.** This Article 8 survives the termination or expiration of this Agreement.

12 **Article 9**

13 **Insurance**

14 9.1 The Appraiser shall comply with all the insurance requirements in Exhibit D to this
15 Agreement.

16 **Article 10**

17 **Cost Principles and Administrative Requirements**

18 10.1 The Appraiser agrees that 48 CFR 31, Contract Cost Principles and Procedures,
19 shall be used to determine the allowability of individual terms of cost.

20 10.2 The Appraiser also agrees to comply with Federal procedures in accordance with 2
21 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for
22 Federal Awards.

23 10.3 Any costs for which payment has been made to the Appraiser that are determined by
24 subsequent audit to be unallowable under 48 CFR 31 or 2 CFR 200 are subject to repayment by
25 the Appraiser to County.

26 10.4 When an Appraiser or their subcontractor is a Non-Profit Organization or an
27 Institution of Higher Education, the Cost Principles for Title 2 CFR 200, Uniform Administrative
28 Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

1 **Article 11**

2 **Inspections, Audits, and Public Records**

3 11.1 **Inspection of Documents.** The Appraiser shall make available to the County, and
4 the County may examine at any time during business hours and as often as the County deems
5 necessary, all of the Appraiser's records and data with respect to the matters covered by this
6 Agreement, excluding attorney-client privileged communications. The Appraiser shall, upon
7 request by the County, permit the County to audit and inspect all of such records and data to
8 ensure the Appraiser's compliance with the terms of this Agreement.

9 11.2 **State Audit Requirements.** If the compensation to be paid by the County under this
10 Agreement exceeds \$10,000, the Appraiser is subject to the examination and audit of the
11 California State Auditor, as provided in Government Code section 8546.7, for a period of three
12 years after final payment under this Agreement. This section survives the termination of this
13 Agreement.

14 11.3 **Public Records.** The County is not limited in any manner with respect to its public
15 disclosure of this Agreement or any record or data that the Appraiser may provide to the
16 County. The County's public disclosure of this Agreement or any record or data that the
17 Appraiser may provide to the County may include but is not limited to the following:

18 (A) The County may voluntarily, or upon request by any member of the public or
19 governmental agency, disclose this Agreement to the public or such governmental
20 agency.

21 (B) The County may voluntarily, or upon request by any member of the public or
22 governmental agency, disclose to the public or such governmental agency any record or
23 data that the Appraiser may provide to the County, unless such disclosure is prohibited
24 by court order.

25 (C) This Agreement, and any record or data that the Appraiser may provide to the
26 County, is subject to public disclosure under the Ralph M. Brown Act (California
27 Government Code, Title 5, Division 2, Part 1, Chapter 9, beginning with section 54950).
28

1 (D) This Agreement, and any record or data that the Appraiser may provide to the
2 County, is subject to public disclosure as a public record under the California Public
3 Records Act (California Government Code, Title 1, Division 10, beginning with section
4 7920.000) ("CPRA").

5 (E) This Agreement, and any record or data that the Appraiser tor may provide to the
6 County, is subject to public disclosure as information concerning the conduct of the
7 people's business of the State of California under California Constitution, Article 1,
8 section 3, subdivision (b).

9 (F) Any marking of confidentiality or restricted access upon or otherwise made with
10 respect to any record or data that the Appraiser may provide to the County shall be
11 disregarded and have no effect on the County's right or duty to disclose to the public or
12 governmental agency any such record or data.

13 **11.4 Public Records Act Requests.** If the County receives a written or oral request
14 under the CPRA to publicly disclose any record that is in the Appraiser's possession or control,
15 and which the County has a right, under any provision of this Agreement or applicable law, to
16 possess or control, then the County may demand, in writing, that the Appraiser deliver to the
17 County, for purposes of public disclosure, the requested records that may be in the possession
18 or control of the Appraiser. Within five business days after the County's demand, the Appraiser
19 shall (a) deliver to the County all of the requested records that are in the Appraiser's possession
20 or control, together with a written statement that the Appraiser, after conducting a diligent
21 search, has produced all requested records that are in the Appraiser's possession or control, or
22 (b) provide to the County a written statement that the Appraiser, after conducting a diligent
23 search, does not possess or control any of the requested records. The Appraiser shall
24 cooperate with the County with respect to any County demand for such records. If the Appraiser
25 wishes to assert that any specific record or data is exempt from disclosure under the CPRA or
26 other applicable law, it must deliver the record or data to the County and assert the exemption
27 by citation to specific legal authority within the written statement that it provides to the County
28 under this section. The Appraiser's assertion of any exemption from disclosure is not binding on

1 the County, but the County will give at least 10 days' advance written notice to the Appraiser
2 before disclosing any record subject to the Appraiser's assertion of exemption from disclosure.
3 The Appraiser shall indemnify the County for any court-ordered award of costs or attorney's
4 fees under the CPRA that results from the Appraiser's delay, claim of exemption, failure to
5 produce any such records, or failure to cooperate with the County with respect to any County
6 demand for any such records.

7 **Article 12**

8 **Disclosure of Self-Dealing Transactions**

9 12.1 **Applicability.** This Article 12 applies if the Appraiser is operating as a corporation or
10 changes its status to operate as a corporation.

11 12.2 **Duty to Disclose.** If any member of the Appraiser's board of directors is party to a
12 self-dealing transaction, he or she shall disclose the transaction by completing and signing a
13 "Self-Dealing Transaction Disclosure Form" (Exhibit E to this Agreement) and submitting it to the
14 County before commencing the transaction or immediately after.

15 12.3 **Definition.** "Self-dealing transaction" means a transaction to which the Appraiser is a
16 party and in which one or more of its directors, as an individual, has a material financial interest.

17 **Article 13**

18 **General Terms**

19 13.1 **Modification.** Except as provided in Article 6, "Termination and Suspension," this
20 Agreement may not be modified, and no waiver is effective, except by written agreement signed
21 by both parties. The Appraiser acknowledges that County employees have no authority to
22 modify this Agreement except as expressly provided in this Agreement.

23 13.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations
24 under this Agreement without the prior written consent of the other party.

25 13.3 **Governing Law.** The laws of the State of California govern all matters arising from
26 or related to this Agreement.

27 13.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno
28 County, California. Appraiser consents to California jurisdiction for actions arising from or

1 related to this Agreement, and, subject to the Government Claims Act, all such actions must be
2 brought and maintained in Fresno County.

3 13.5 **Construction.** The final form of this Agreement is the result of the parties' combined
4 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be
5 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement
6 against either party.

7 13.6 **Days.** Unless otherwise specified, "days" means calendar days.

8 13.7 **Headings.** The headings and section titles in this Agreement are for convenience
9 only and are not part of this Agreement.

10 13.8 **Severability.** If anything in this Agreement is found by a court of competent
11 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in
12 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of
13 this Agreement with lawful and enforceable terms intended to accomplish the parties' original
14 intent.

15 13.9 **Nondiscrimination.** During the performance of this Agreement, the Appraiser shall
16 not unlawfully discriminate against any employee or applicant for employment, or recipient of
17 services, because of race, religious creed, color, national origin, ancestry, physical disability,
18 mental disability, medical condition, genetic information, marital status, sex, gender, gender
19 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to
20 all applicable State of California and federal statutes and regulations.

21 13.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation
22 of the Appraiser under this Agreement on any one or more occasions is not a waiver of
23 performance of any continuing or other obligation of the Appraiser and does not prohibit
24 enforcement by the County of any obligation on any other occasion.

25 13.11 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
26 between the Appraiser and the County with respect to the subject matter of this Agreement, and
27 it supersedes all previous negotiations, proposals, commitments, writings, advertisements,
28 publications, and understandings of any nature unless those things are expressly included in

1 this Agreement. If there is any inconsistency between the terms of this Agreement without its
2 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving
3 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the
4 exhibits.

5 13.12 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to
6 create any rights or obligations for any person or entity except for the parties.

7 13.13 **No Relationship to Other Appraisers.** This Agreement does not, in any way, create
8 a joint venture among individual Appraisers. By execution of the Agreement, Appraisers
9 understand that a separate Agreement is formed between each individual Appraiser and
10 County. Each Appraiser further understands that County utilizes services of other Appraisers,
11 and that no single Appraiser is guaranteed any specific amount of compensation during the
12 potential term of this Agreement. Under this Agreement, each Appraiser only has rights and
13 obligations with respect to the County. This Agreement creates no rights or obligations between
14 any Appraisers. No Appraiser has any right to receive performance under this Agreement from,
15 or to enforce any part of this Agreement against, any other Appraiser.

16 13.14 **Authorized Signature.** The Appraiser represents and warrants to the County that:

17 (A) The Appraiser is duly authorized and empowered to sign and perform its
18 obligations under this Agreement.

19 (B) The individual signing this Agreement on behalf of the Appraiser is duly
20 authorized to do so and his or her signature on this Agreement legally binds the
21 Appraiser to the terms of this Agreement.

22 13.15 **Electronic Signatures.** The parties agree that this Agreement may be executed by
23 electronic signature as provided in this section.

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

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

6 (C) The provisions of this section satisfy the requirements of Civil Code section
7 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,
8 Part 2, Title 2.5, beginning with section 1633.1).

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

13 (E) This Agreement is not conditioned upon the parties conducting the transactions
14 under it by electronic means and either party may sign this Agreement with an original
15 handwritten signature.

16 13.16 **Counterparts.** This Agreement may be signed in counterparts, each of which is an
17 original, and all of which together constitute this Agreement.

18 **Article 14**

19 **Subcontractors**

20 14.1 The Appraiser may retain, as subcontractors, specialists in such disciplines
21 including, but not limited to, title reports, appraisals, acquisition, and relocation assistance as
22 the Appraiser requires to assist in completing the work. All subcontractors used by the Appraiser
23 shall be approved in writing by the Contract Administrator before they are retained by the
24 Appraiser, approval of which shall not be unreasonably withheld. The maximum amount of
25 compensation to be paid to the Appraiser under Article 3 "Compensation, Invoices and
26 Payments" shall not be increased by any addition or substitution of subcontractors.
27
28

1 14.2 The Appraiser shall be as fully responsible to the County for the negligent acts and
2 omissions of its subcontractors, and of persons either directly or indirectly employed by them, in
3 the same manner as persons directly employed by the Appraiser.

4 14.3 Nothing contained in this Agreement shall create any contractual relationship
5 between the County and any of the Appraiser's subcontractors, and no subcontractor
6 agreement shall relieve the Appraiser of any of its responsibilities and obligations hereunder.
7 The Appraiser agrees to be as fully responsible to the County for the acts and omissions of its
8 subcontractors and of persons either directly or indirectly employed by any of them as it is for
9 the acts and omissions of persons directly employed by the Appraiser. The Appraiser's
10 obligation to pay its subcontractors is a separate and independent obligation that is entirely
11 unrelated to the County's obligation to make payments to the Appraiser.

12 14.4 The Appraiser shall perform the work contemplated with resources available within
13 its own organization; and no portion of the work pertinent to this Agreement shall be
14 subcontracted without prior written authorization by the Contract Administrator.

15 14.5 Any subcontract in excess of \$25,000 entered into as a result of this Agreement,
16 shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.

17 14.6 The Appraiser shall pay its subcontractors within fifteen (15) calendar days from
18 receipt of each progress payment made to the Appraiser by the County.

19 14.7 Any substitution of subcontractors must be approved in writing by the Contract
20 Administrator in advance of assigning work to a substitute subcontractor.

21 **Article 15**

22 **Conflict of Interest**

23 15.1 The Appraiser shall comply with the provisions of the Fresno County Department of
24 Public Works and Planning Conflict of Interest Code, attached as Exhibit F and incorporated by
25 this reference. Such compliance shall include the filing of annual statements pursuant to the
26 regulations of the State Fair Political Practices Commission including, but not limited to, portions
27 of Form 700.

1 15.2 During the term of this Agreement, the Appraiser shall disclose any financial,
2 business, or other relationship with the County that may have an impact upon the outcome of
3 this Agreement, or any ensuing County construction project. The Appraiser shall also list current
4 clients who may have a financial interest in the outcome of this Agreement or any ensuing
5 County construction project, which will follow.

6 15.3 The Appraiser certifies that it has disclosed to the County any actual, apparent, or
7 potential conflicts of interest that may exist relative to the services to be provided pursuant to
8 this Agreement. The Appraiser agrees to advise the County of any actual, apparent or potential
9 conflicts of interest that may develop subsequent to the date of execution of this Agreement.
10 The Appraiser further agrees to complete any statements of economic interest if required by
11 either County ordinance or State law.

12 15.4 The Appraiser hereby certifies that it does not now have, nor shall it acquire any
13 financial or business interest that would conflict with the performance of services under this
14 Agreement. The Appraiser hereby certifies that the Appraiser or subcontractor and any firm
15 affiliated with the Appraiser or subcontractor that bids on any construction contract or on any
16 Agreement to provide construction inspection for any construction project resulting from this
17 Agreement, has established necessary controls to ensure a conflict of interest does not exist.

18 15.5 An affiliated firm is one, which is subject to the control of the same persons, through
19 joint ownership or otherwise.

20 **Article 16**

21 **Errors or Omissions Claims and Disputes**

22 16.1 Definitions:

23 (A) "Appraiser" is a duly licensed Architect or Engineer, or other provider of
24 professional services, acting as a business entity (owner, partnership, corporation, joint
25 venture or other business association) in accordance with the terms of an agreement
26 with the County.

27 (B) "Claim" is a demand or assertion by one of the parties seeking, as a matter of
28 right, adjustment or interpretation of contract terms, payment of money, extension of

1 time, change orders, or other relief with respect to the terms of this Agreement. The term
2 "Claim" also includes other disputes and matters in question between the County and
3 the Appraiser arising out of or relating to this Agreement. Claims must be made by
4 written notice. The provisions of Government Code section 901, et seq., shall apply to
5 every claim made to the County. The responsibility to substantiate claims shall rest with
6 the party making the claim. The term "Claim" also includes any allegation of an error or
7 omission by the Appraiser.

8 16.2 If the Director believes the Appraiser's work under this Agreement includes negligent
9 errors or omissions, or that the Appraiser may otherwise have failed to comply with the
10 provisions of this Agreement, either generally or in connection with its duties as associated with
11 a particular Project; and that the cause(s) for a claim by the construction Appraiser may be
12 attributable, in whole or in part, to such conduct on the part of the Appraiser, upon notice by the
13 Director, the payments to the Appraiser for such arguably deficient services shall be held in
14 suspense by the County until a final determination has been made, of the proportion that the
15 Appraiser's fault bears to the fault of all other parties concerned.

16 (A) Such amounts held in suspense shall not be paid to the Appraiser, pending the final
17 determination as to the Appraiser's proportional fault. However, the appropriate
18 percentage of such amount held in suspense shall be paid to the Appraiser, once a
19 final determination has been made, and the Appraiser thereafter submits a proper
20 invoice to the County. Payment shall be issued in accordance with the procedure
21 outlined in Article 3 "Compensation, Invoices, and Payments."

22 **Article 17**

23 **Ownership of Data**

24 17.1 All documents, including preliminary documents, calculations, and survey data,
25 required in performing services under this Agreement shall be submitted to, and shall remain at
26 all times the property of the County regardless of whether they are in the possession of the
27 Appraiser or any other person, firm, corporation, or agency.

1 17.2 The Appraiser understands and agrees the County shall retain full ownership rights
2 of the work product of the Appraiser for the Project, to the fullest extent permitted by law. In this
3 regard, the Appraiser acknowledges and agrees the Appraiser's services are on behalf of the
4 County and are "works made for hire," as that term is defined in copyright law, by the County;
5 that the work product to be prepared by the Appraiser are for the sole and exclusive use of the
6 County, and that the County shall be the sole owner of all patents, copyrights, trademarks, trade
7 secrets and other rights and contractual interests in connection therewith which are developed
8 and compensated solely under this Agreement; that all the rights, title and interest in and to the
9 work product will be transferred to the County by the Appraiser to the extent the Appraiser has
10 an interest in and authority to convey such rights; and the Appraiser will assist the County to
11 obtain and enforce patents, copyrights, trademarks, trade secrets, and other rights and
12 contractual interests relating to said work product, free and clear of any claim by the Appraiser
13 or anyone claiming any right through the Appraiser. The Appraiser further acknowledges and
14 agrees the County's ownership rights in such work product, shall apply regardless of whether
15 such work product, or any copies thereof, are in possession of the Appraiser, or any other
16 person, firm, corporation, or entity.

17 17.3 If this Agreement is terminated during or at the completion of any Project phase,
18 electronic and reproducible copies of report(s) or preliminary documents shall be submitted by
19 the Appraiser to the County, which may use them to complete the Project(s) at a future time.

20 17.4 The files provided by the Appraiser to the County are submitted for an acceptance
21 period lasting until the expiration of this Agreement (i.e., throughout the duration of the term,
22 including any extensions). Any defects the County discovers during such acceptance period
23 shall be reported to the Appraiser and shall be corrected as part of the Appraiser's "Basic Scope
24 of Work."
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1 **Article 18**

2 **State Prevailing Wage Rates**

3 18.1 The Appraiser shall comply with the State of California's General Prevailing Wage
4 Rate requirements in accordance with California Labor Code, Section 1770, and all Federal,
5 State, and local laws and ordinances applicable to the work.

6 18.2 Any subcontract entered into as a result of this Agreement if for more than \$25,000
7 for public works construction or more than \$15,000 for the alteration, demolition, repair, or
8 maintenance of public works, shall contain all of the provisions of this Article 18.

9 18.3 No Appraiser or subcontractor may be awarded an Agreement containing public
10 work elements unless registered with the Department of Industrial Relations (DIR) pursuant to
11 Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of
12 this Agreement, including any subsequent amendments.

13 **Article 19**

14 **Disadvantaged Business Enterprises (DBE) Participation**

15 19.1 This Agreement is subject to 49 Code of Federal Regulations (hereinafter referred to
16 as "49 CFR"), Part 26 Participation by Disadvantaged Business Enterprises in Department of
17 Transportation Financial Assistance Programs, Disadvantaged Business Enterprise programs
18 established by other federal agencies and/or the County's Disadvantaged Business Enterprise
19 Program (all of which are hereinafter referred to as "DBE Program(s)").

20 19.2 The Appraiser is responsible for being fully informed regarding the requirements of
21 49 CFR, Part 26 and the CALTRANS Disadvantaged Business Enterprise program developed
22 pursuant to the regulations, as detailed in Exhibit G.1, attached and incorporated by this
23 reference.

24 19.3 Any subcontract entered into as a result of this Agreement shall contain all of the
25 provisions of this Article 19 "DBE Participation" and Exhibit G.1 "DBE Participation."
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1 **Article 20**

2 **Rebates, Kickbacks or Other Unlawful Consideration**

3 20.1 The Appraiser warrants that this Agreement was not obtained or secured through
4 rebates, kickbacks, or other unlawful consideration, either promised or paid to any County
5 employee. For breach or violation of this warranty, the County shall have the right, in its
6 discretion, to terminate this Agreement without liability; or to pay only for the value of the work
7 actually performed; or to deduct from this Agreement the price or consideration, or otherwise
8 recover, the full amount of such rebate, kickback or other unlawful consideration.

9 **Article 21**

10 **Prohibition of Expending County State or Federal Funds for Lobbying**

11 21.1 The Appraiser hereby certifies to the best of his or her knowledge and belief that:

12 *“No state, federal or County appropriated funds have been paid, or will be paid by or on*
13 *behalf of the Appraiser to any person for influencing or attempting to influence an officer or*
14 *employee of any state or federal agency; a Member of the State Legislature or United States*
15 *Congress; an officer or employee of the Legislature or Congress; or any employee of a*
16 *Member of the Legislature or Congress, in connection with any of the following:*

17 *(A) the awarding of any state or federal contract;*

18 *(B) the making of any state or federal grant;*

19 *(C) the making of any state or federal loan;*

20 *(D) the entering into of any cooperative agreement, or*

21 *(E) the extension, continuation, renewal, amendment, or modification of any state or*
22 *federal contract, grant, loan, or cooperative agreement.”*

23 21.2 If any funds other than federally appropriated funds have been paid, or will be paid to
24 any person for influencing or attempting to influence an officer or employee of any federal
25 agency; a Member of Congress; an officer or employee of Congress, or an employee of a
26 Member of Congress; in connection with this federal contract, grant, loan, or cooperative
27 agreement, then the Appraiser shall complete and submit Standard Form-LLL, “Disclosure Form
28

1 to Report Lobbying” (a copy of which is attached as Exhibit H), in accordance with its
2 instructions.

3 21.3 The certification required by the provisions of this Article 21 is a material
4 representation of fact upon which reliance was placed when this transaction was made or
5 entered into. Submission of this certification is a prerequisite for making or entering into this
6 transaction imposed by Title 31, U.S. Code Section 1352. Any person who fails to file the
7 required certification shall be subject to a civil penalty of not less than \$10,000 and not more
8 than \$100,000 for each such failure.

9 21.4 The Appraiser also agrees by signing this Agreement that he or she shall require that
10 the language of this certification be included in all lower-tier subcontracts, which exceed
11 \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

12 **Article 22**

13 **Non-Discrimination Clause and Statement of Compliance**

14 22.1 The Appraiser’s signature affixed herein, and dated, shall constitute a certification
15 under penalty of perjury under the laws of the State of California that the Appraiser has, unless
16 exempt, complied with, the nondiscrimination program requirements of Government Code
17 §12990 and 2 CCR § 8103.

18 22.2 During the performance of this Agreement, the Appraiser and its subcontractors shall
19 not deny this Agreement’s benefits to any person on the basis of race, religious creed, color,
20 national origin, ancestry, physical disability, mental disability, medical condition, genetic
21 information, marital status, sex, gender, gender identity, gender expression, age, sexual
22 orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow
23 harassment against any employee or applicant for employment because of race, religious
24 creed, color, national origin, ancestry, physical disability, mental disability, medical condition,
25 genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual
26 orientation, or military and veteran status. The Appraiser and subcontractors shall ensure that
27 the evaluation and treatment of their employees and applicants for employment are free from
28 such discrimination and harassment.

1 22.3 The Appraiser and subcontractors shall comply with the provisions of the Fair
2 Employment and Housing Act (Gov. Code §12990 et seq.) and the applicable regulations
3 promulgated thereunder (2 CCR §11000 et seq.), the provisions of Government Code §§11135
4 et seq., and the regulations or standards adopted by the County to implement such provisions.
5 The applicable regulations of the Fair Employment and Housing Commission implementing
6 Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the
7 California Code of Regulations, are incorporated into this Agreement by reference and made a
8 part hereof as if set forth in full.

9 22.4 Appraiser shall permit access by representatives of the Department of Fair
10 Employment and Housing and the County upon reasonable notice at any time during the normal
11 business hours, but in no case less than twenty-four (24) hours' notice, to such of its books,
12 records, accounts, and all other sources of information and its facilities as said Department or
13 the County shall require in order to ascertain compliance with the requirements of this Article 22.

14 22.5 The Appraiser and subcontractors shall give written notice of their obligations under
15 this Article 23 to labor organizations with which they have a collective bargaining or other
16 agreement.

17 22.6 The Appraiser and subcontractors shall include the nondiscrimination and
18 compliance provisions of this Article 22 in all subcontracts to perform work under this
19 Agreement.

20 22.7 The Appraiser, with regard to the work performed under this Agreement, shall act in
21 accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI
22 provides that the recipients of federal assistance will implement and maintain a policy of
23 nondiscrimination in which no person in the United States shall, on the basis of race, color,
24 national origin, religion, sex, age, disability, be excluded from participation in, denied the
25 benefits of or subject to discrimination under any program or activity by the recipients of federal
26 assistance or their assignees and successors in interest.

27 22.8 The Appraiser shall comply with regulations relative to non-discrimination in federally
28 assisted programs of the U.S. Department of Transportation (49 CFR Part 21 – Effectuation of

1 Title VI of the Civil Rights Act of 1964). Specifically, the Appraiser shall not participate either
2 directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment
3 practices and the selection and retention of subcontractors.

4 22.9 The Appraiser, subrecipient or subcontractor will never exclude any person from
5 participation in, deny any person the benefits of, or otherwise discriminate against anyone in
6 connection with the award and performance of any contract covered by 49 CFR 26 on the basis
7 of race, color, sex, or national origin. In administering the County components of the DBE
8 Program Plan, the Appraiser, subrecipient or subcontractors will not, directly, or through
9 contractual or other arrangements, use criteria or methods of administration that have the effect
10 of defeating or substantially impairing accomplishment of the objectives of the DBE Program
11 Plan with respect to individuals of a particular race, color, sex, or national origin.

12 **Article 23**

13 **Debarment and Suspension Certification**

14 23.1 The Appraiser's signature affixed herein, shall constitute a certification under penalty
15 of perjury under the laws of the State of California, that the Appraiser has complied with Title 49,
16 Code of Federal Regulations, Part 29, Debarment and Suspension Certificate, which certifies
17 that the Appraiser or any person associated therewith in the capacity of owner, partner, director,
18 officer, or manager:

- 19 (A) Is not currently under suspension, debarment, voluntary exclusion, or
20 determination of ineligibility by any federal agency;
- 21 (B) Has not been suspended, debarred, voluntarily excluded, or determined ineligible
22 by any federal agency within the past three (3) years;
- 23 (C) Does not have a proposed debarment pending; and
- 24 (D) Has not been indicted, convicted, or had a civil judgment rendered against it by a
25 court of competent jurisdiction in any matter involving fraud or official misconduct
26 within the past three (3) years.
- 27
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1 23.2 Any exceptions to this certification must be disclosed to the County on Exhibit I
2 “Debarment and Suspension Certification.” Disclosures must indicate to whom exceptions
3 apply, initiating agency, and dates of action.

4 23.3 Exceptions to the Federal Government Excluded Parties Listing System maintained
5 by the General Services Administration are to be determined by the Federal Highway
6 Administration.

7 **Article 24**

8 **Executive Order N-6-22**

9 24.1 Under Executive Order N-6-22, as an Appraiser, subcontractor, or grantee,
10 compliance with the economic sanctions imposed in response to Russia’s actions in Ukraine is
11 required, including with respect to, but not limited to, the federal executive orders identified in
12 the EO and the sanctions identified on the U.S. Department of the Treasury website
13 ([https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-](https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationalsandblocked-persons-list-sdn-human-readable-lists)
14 [nationalsandblocked-persons-list-sdn-human-readable-lists](https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationalsandblocked-persons-list-sdn-human-readable-lists)). Failure to comply may result in the
15 termination of contracts or grants, as applicable.

16 **Article 25**

17 **Contingent Fees**

18 25.1 The Appraiser warrants, by execution of this Agreement that no person or selling
19 agency has been employed, or retained, to solicit or secure this Agreement upon an agreement
20 or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona
21 fide employees, or bona fide established commercial or selling agencies maintained by the
22 Appraiser for the purpose of securing business. For breach or violation of this warranty, the
23 County has the right to: annul this Agreement without liability, and to pay only for the value of
24 the work actually performed; or in its discretion to deduct from the Agreement the price or
25 consideration, or otherwise recover, the full amount of such commission, percentage,
26 brokerage, or contingent fee.

1 **Article 26**

2 **Inspection Of Work**

3 26.1 The Appraiser and any subcontractor shall permit the County, the state, and the
4 FHWA to review and inspect the Project activities and files at all reasonable times during the
5 performance period of this Agreement, including review and inspection on a daily basis.

6 **Article 27**

7 **Safety**

8 27.1 Appraiser shall comply with OSHA regulations applicable to Appraiser regarding
9 necessary safety equipment or procedures. Appraiser shall comply with safety instructions
10 issued by the County Safety Officer and other County representatives. Appraiser personnel
11 shall wear hard hats and safety vests at all times while working on any Project-related
12 construction site.

13 27.2 Pursuant to the authority contained in Vehicle Code §591, the County has
14 determined that such areas are within the limits of the Project and are open to public traffic.
15 Appraiser shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15
16 of the Vehicle Code. Appraiser shall take all reasonably necessary precautions for safe
17 operation of its vehicles and the protection of the traveling public from injury and damage from
18 such vehicles.

19 27.3 Any subcontract entered into as a result of this Agreement shall contain all of the
20 provisions of this Article 27.

21 **Article 28**

22 **Confidentiality Of Data**

23 28.1 All financial, statistical, personal, technical, or other data and information relative to
24 the County's operations, which are designated confidential by the County and made available to
25 the Appraiser in order to carry out this Agreement, shall be protected by the Appraiser from
26 unauthorized use and disclosure.

1 28.2 Permission to disclose information on one occasion, or public hearing held by the
2 County relating to the Agreement, shall not authorize the Appraiser to further disclose such
3 information, or disseminate the same on any other occasion.

4 28.3 The Appraiser shall not comment publicly to the press or any other media regarding
5 this Agreement or the County's actions on the same, except to the County's staff, the
6 Appraiser's own personnel involved in the performance of this Agreement, at public hearings, or
7 in response to questions from a Legislative committee.

8 28.4 The Appraiser shall not issue any news release or public relations item of any nature,
9 whatsoever, regarding work performed or to be performed under this Agreement without prior
10 review of the contents thereof by the County, and receipt of the County's written permission.

11 28.5 If the Appraiser or any of its officers, employees, or subcontractors does voluntarily
12 provide information in violation of this Contract, the County has the right to reimbursement and
13 indemnity from the Appraiser for any damages caused by the Appraiser's releasing the
14 information, including, but not limited to, the County's attorney's fees and disbursements, and
15 experts' fees and disbursements.

16 **Article 29**

17 **National Labor Relations Board Certification**

18 29.1 In accordance with Public Contract Code Section 10296, the Appraiser hereby states
19 under penalty of perjury that no more than one final unappealable finding of contempt of court
20 by a federal court has been issued against the Appraiser within the immediately preceding two-
21 year period, because of the Appraiser's failure to comply with an order of a federal court that
22 orders the Appraiser to comply with an order of the National Labor Relations Board.

23 **Article 30**

24 **Evaluation Of The Appraiser**

25 30.1 The Appraiser's performance will be evaluated by the County. A copy of the
26 evaluation form (Exhibit J) will be sent to the Appraiser for comments. The evaluation, together
27 with the comments, shall be retained as part of the Agreement record.

1 **Article 31**

2 **Funding Requirements**

3 31.1 It is mutually understood between the parties that this Agreement may have been
4 written before ascertaining the availability of funds or appropriation of funds, for the mutual
5 benefit of both parties, in order to avoid program and fiscal delays that would occur if the
6 Agreement were executed after that determination was made.

7 31.2 This Agreement is valid and enforceable only if sufficient funds are made available to
8 the County for the purpose of this Agreement. In addition, this Agreement is subject to any
9 additional restrictions, limitations, conditions, or any statute enacted by the Congress, State
10 Legislature, or the County governing board that may affect the provisions, terms, or funding of
11 this Agreement in any manner.

12 31.3 It is mutually agreed that if sufficient funds are not appropriated, this Agreement may
13 be amended to reflect any reduction in funds.

14 31.4 In the event the Contractor reduces the scope of Appraiser's work under the
15 Agreement for a specific Project (or discontinues a specific Project), whether due to a deficiency
16 in the appropriation of anticipated funding or otherwise, the Appraiser will be compensated on a
17 pro rata basis for actual work completed and accepted by the Contract Administrator in
18 accordance with the terms of the Agreement.

19 31.5 The County has the option to terminate the Agreement pursuant to Article 6
20 Termination and Suspension, or to amend the Agreement by mutual agreement to reflect any
21 reduction of funds.

22 **Article 32**

23 **Title VI Assurances**

24 32.1 The provisions of Title VI are hereby attached, unmodified as part of this Agreement
25 (Exhibit K). Exhibit K, "Title VI Assurances" Appendices A and E, and if applicable Appendices
26 B, C, and D, must be inserted, unmodified, in all subcontracts to perform work under the
27 Agreement.
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(A) The clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to the County.

(B) The clauses set forth in Appendix C and Appendix D of this Assurance shall be included as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the County with other parties:

(1) for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

(2) for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

[SIGNATURE PAGE FOLLOWS]

1 The parties are signing this Agreement on the date stated in the introductory clause.

2 APPRAISER

COUNTY OF FRESNO

3
4 (see attached signature Pages)

Nathan Magsig, Chairman of the Board of Supervisors of the County of Fresno

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

By:
Deputy

11 For accounting use only:

12 Org No.: 0130 / 1910 / 1912 / 4360 / 4360 / 4365 / 45104511 / 45104512 / 45104513 /
13 45104514 / 7205 / 7910 / 8852 / 8853 / 8861 / 8863 / 8865 / 8867 / 9015 / 9020 / 9026 / 9028 /
9140


14 Fund No.: 0001 / 0010 / 0400 / 0700 / 0701 / 0710 / 0720 / 0801

15 Subclass No.: / 11000 / 15000 / 15001 / 16900 / 10052 / 10053 / 10061 / 10063 / 10065 / 10067

16 Account No.: 7295

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1 APPRAISER: CBRE, Inc.

2
3 By 
4 Steve Parent

5 Mailing Address:
6 7265 N First Street, Suite 101
7 Fresno, California 93720

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1 APPRAISER: The Dore Group, Inc.

2
3 By 
4 Lance W. Dore - President


5 Mailing Address:
6 3990 Old Town Avenue, Suite B104
7 San Diego, California 92110
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1 APPRAISER: James G. Palmer Appraisals, Inc.

2
3 By 
4 _____
Gregg Palmer, President

5 Mailing Address:
6 5850 E. Shields Avenue #105
7 Fresno, California 93727
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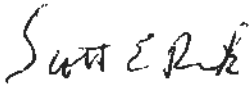
1 APPRAISER: Real Property Analysts

2
3 By 
4 Tiffany K. V. Mach, President

5 Mailing Address:
6 5633 N. Figarden Drive, Suite 105
7 Fresno, California 93722

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1 APPRAISER: Scott Appraisal, Inc.

2
3 By 
4 Scott Rurik, President

5 Mailing Address:
6 1187 North Willow Avenue, Suite 103-680
7 Clovis, California 93619

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Exhibit A List of Appraisers

CBRE, Inc.
7265 N First Street, Suite 101
Fresno, California 93720
Steve Parent, MAI, SR/WA, R/W-AC, PMP, SRA, AI-GRS, AI-RRS,
(916) 919-7262
steve.parent@cbre.com

The Doré Group, Inc.
3990 Old Town Avenue, Suite B104
San Diego, California 92110
Lance W. Doré, MAI, FRICS - President
619.933.5040 x101 Office
[lwdore@thedoregroup.com](mailto:uwdore@thedoregroup.com)

James G. Palmer Appraisals, Inc.
5850 E. Shields Avenue #105
Fresno, California 93727
559.226.5020
Gregg Palmer, President
559.226.5020
gregg@jgpinc.com

rpa Wakefield & Hopper, Inc.
dba Real Property Analysts
5633 N. Figarden Drive, Suite 105
Fresno, California 93722
Tiffany K. V. Mach, President
(559) 261-9136
tkvmach@rpaappraisal.com

Scott Appraisal, Inc.
1187 North Willow Avenue, Suite 103-680
Clovis, California 93619
Scott Rurik, MAI, President
559-324-8221
scott@scottappraisalinc.com

Scope of Services

1. The work to be performed by the Appraisers under this Agreement includes professional services for various County Public Works Projects, including but not limited to, full service real property appraisal and appraisal reviews required for the Project(s). The project(s) may include but are not limited to, road reconstruction, road widening, bridge replacement, bridge rehabilitation, bike paths, traffic signal design, traffic calming, water and wastewater treatment plants as well as design for remodeling, demolition and alteration of existing buildings and new building construction.
2. The services that may be furnished by the Appraiser under this Agreement are for all or a portion of the services the Appraiser is allowed to provide within the pertinent professional discipline limits, as defined in the applicable California State License Law, for various Projects on an as needed basis.
3. The Appraiser 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 Appraiser shall not begin until the Appraiser has received a written Notice to Proceed (NTP) or Task Order from the Contract Administrator authorizing the necessary service, agreed upon fee, and scope of work.
4. The Appraiser'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 Appraiser shall be available at the start of a Task Order and after acceptance of the project/deliverable by the Department.
5. After the Contract Administrator's approval of the Appraiser's personnel proposal and finalization of a Task Order, the Appraiser may not add or substitute personnel without the Contract Administrator's prior written approval.
6. The Appraiser shall submit proposals in response to Task Orders issued by the Contract Administrator on a project-by-project basis. The Appraiser'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 cost proposal based on the Appraiser's rates listed in Exhibit C. The Appraiser 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 Appraiser agrees to provide the professional services that are necessary to complete the following tasks when expressly authorized in writing by the Contract Administrator:
7. **Real Property Appraisal Services:** Upon being assigned to provide appraisal services for Project, the Appraiser shall:
 - a. Shall submit a price quote in response to task orders issued by the Contract Administrator on a project-by-project basis to the Project Administrator, based on the Appraiser's rates in Exhibit C. For routine Project(s), all Appraiser(s) listed on Appendix "A" will be issued a task order and will have five (5) working days to submit a price quote and schedule for completion for the requested work. Those Appraiser(s) that submit a price quote and schedule for completion shall include a quote for the preparation of narrative appraisal reports and a per hour quote for pretrial conferences, depositions, court appearances, updating appraisals and all other necessary activities required for an Eminent Domain action, based on the Appraiser's rates listed in Exhibit C. The Appraiser with the price quote and submittal schedule that best meets the requirements of each Project will be selected.

- b. Depending on the exact nature of the Project(s), the Appraiser(s) may be asked by the Project Administrator to describe special experience they may possess and/or their ability to meet the Project(s) deadlines prior to issuing a task order. Under such circumstances, a task order will only be issued by the Contract Administrator to the Appraiser(s) most qualified to provide the appraisal services required for the Project(s). The Appraiser with the qualifications, price quote and submittal schedule that best meets the requirements of each Project will be selected.
- c. The Appraiser agrees to provide the professional services that are necessary to complete the following tasks when expressly authorized in writing by the Contract Administrator.
- d. Narrative Appraisal Report: Upon receiving written authorization to proceed from the Contract Administrator, the Appraiser will conduct the appraisal(s) and furnish a complete narrative appraisal report in an electronic copy in Portable Document Format (PDF) emailed to the Project Administrator for the agreed upon parcel(s) within the time frame stated in the authorization to proceed. The Appraiser shall provide the Project Administrator with a narrative type of appraisal for the parcel(s), containing information included in Appendix A, "Appraisal Requirements for Fresno County Appraisals," attached hereto and made a part hereof.
 - (1) If requested by the Contract Administrator, the Appraiser shall provide minor updates and revisions to the provided pursuant to the Agreement at no cost to the County. Extensive updates and revisions shall be provided at the request of County and shall be compensated at the rate set forth in the bid.
 - (2) Pursuant to Government Code, Section 7267.1(b), the property owner, or his/her designated representative must be offered the opportunity to accompany the appraiser during his/her inspection of the property. The Appraiser shall comply with this requirement and include a statement in the appraisal that on a certain date the owner or his/her designated representative was given this opportunity and he/she either accepted or declined. The Appraiser shall indicate the date on which the property was inspected and if the owner or his/her representative was present.
 - (3) The Appraiser shall review the construction drawings to determine how the proposed grade, drainage, access, etc., affects the remaining property. The Appraiser shall initiate the request by contacting the Contract Administrator in writing.
 - (4) The Appraiser warrants that if he/she has any interest, present or contemplated, in any property affected by the Agreement, the Appraiser will notify the Contract Administrator and will withdraw his/her bid for that Project(s).
 - (5) The Appraiser agrees that his/her report and conclusions are for the confidential information of the County in connection with any property acquisition or condemnation action(s) involving the properties which are the subject of the appraisal report and that he/she will not disclose his/her conclusions in whole or in part to any person whatsoever other than as provided in the Agreement. The Appraiser further agrees that his/her report, conclusions, and other work, whether completed or partially completed, are the sole property of the County.
 - (6) Written consent is hereby given to the County, at its sole option, to disseminate to the public through the news media, or any other public means of communication, the contents or valuation conclusion of the appraisal report prepared hereunder.
 - (7) The appraisals will be used to make initial offers to property owners and others having an interest in the real estate as required by the Uniform Relocation Assistance and Real Property Acquisition Act.

- e. Trial Preparation: Upon notice from the Project Administrator that an Eminent Domain action has been filed on property appraised, the Appraiser shall provide and be compensated for all necessary assistance in litigating such action including, but not limited to, pretrial conferences, depositions, court appearances and updating of appraisals.
8. All work must follow the requirements of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended (42 U.S.C. § 4601, et seq.), which was adopted to ensure the fair compensation and assistance to property and business owners when property is acquired for public use.

Requirements for Fresno County Appraisals

(Includes F.H.W.A. and H.U.D. Appraisal Requirements)

The appraisal shall include, but not be limited to, the following:

1. Purpose of Appraisal:
 - A. Statement of assumptions and limiting conditions
 - B. Value to be estimated.
 - C. Rights or interest to be appraised.
 - D. Date of value
2. Owner contacted:
 - A. Owner or his representative given opportunity to accompany the appraiser - person and date contacted.
 - B. An unconfirmed letter is not acceptable, some form of acknowledgement from owner is needed.
3. Five-year Delineation of Title:

All sales of subject property in last five years shall be noted. If no sale has occurred, a statement to that effect shall suffice.
4. Description of Property:
 - A. Location, present use, total area, zoning, special features, statement of known and observed encumbrances, identification - condition of improvements (leased, amount, length, name of lessee, etc.) similar description for remainder where applicable.
 - B. Personally inspected - date.
5. Highest and Best Use:

Stated and justified if different from present use. Similar information for remainder where applicable.
6. Photographs of Subject Property:

Identify principal improvements and unusual features.
7. Cost Approach:
 - A. If not applicable - reason why not.
 - B. Cost data source.
 - C. All depreciation - reasoning.
8. Market Approach:
 - A. If not applicable - reason why not.
 - B. Direct comparison of sales to subject.

C. Adjustment - analysis and reasoning.

9. Income Approach:

If not applicable - reason why not (income, expenses, interest and capital rates, estimated economic life, difference in economic rent and contract rent supported).

10. Comparable Sales:

A. In Appraisal or referenced: date; type of improvement; consideration - amount paid.

B. Financing; zoning, verified and source, location, Seller and Buyer, total area.

C. Conditions of sale.

D. Highest and Best Use at time of sale.

E. Sale personally inspected - date.

F. Photographs; identified and includes principal improvements and unusual features.

G. Map showing location of sale - APN map with picture attached - ok.

H. Schedule of sales - grouped by size and zoning use - oldest first. (Can be with exhibits.)

11. Benefits and Compensable Damages Considered in Accordance with State and Federal Laws:

12. Correlation and Conclusion of Value:

A. Correlation of the separate indications of value derived of each approach when more than one approach is used.

B. Reasonable explanation for final conclusion of value.

13. Value Conclusion Allocated:

A. Value of property to be acquired.

B. Damages to remainder.

14. Subject Property and Comparable Sales Personally Inspected.

15. Appraisals Must be Signed.

16. Affidavit of Non-Interest Must be Acceptable.

17. Exhibits Addenda

Descriptive materials - area, maps, charges, plans, etc.

18. Specialty Items (if applicable):

A. Legal Opinion.

B. Contractor's Bids.

C. Inspection Report, etc.

19. R.A.P. Information (if building is being acquired):

- A. Number of tenants.
 - B. Owners.
 - C. Value of residence and lot (if on farmland).
 - D. Lease/rent payment or economic rent if owner occupied.
20. Date they moved in or bought property.

Exhibit C
CBRE Proposal

A. SOLICITATION LETTER/NARRATIVE

1) Firm Information

a. Firm name, address, phone number

CBRE, Inc., 7265 N First Street, Suite 101, Fresno, CA 93720, (916) 919-7262

b. Type of organization (sole-proprietorship, partnership, or corporation)

Corporation

c. Contact person's name, phone number and email address through which to send correspondence relating to this RFQ/SOQ

CBRE Director, Steve Parent, MAI, SR/WA, R/W-AC, PMP, SRA, AI-GRS, AI-RRS, (916) 919-7262, steve.parent@cbre.com

d. Contact information for firm's principal(s) who will be responsible for overall coordination and management of the agreement

CBRE Director, Steve Parent, MAI, SR/WA, R/W-AC, PMP, SRA, AI-GRS, AI-RRS, (916) 919-7262, steve.parent@cbre.com

2) Include a Conflict-of-Interest Statement. The proposing Consultant shall disclose any financial, business, or other relationship with the County that may have an impact upon the outcome of the contract.

CBRE does not have Conflict-of-Interest in any financial, business, or other relationship with the County of Fresno that may have an impact upon the outcome of the contract.

3) Indicate if the proposing Consultant was involved with any litigation in connection with prior projects. If yes, briefly describe the nature of the litigation and the result.

As a global firm with approximately 117,000 employees, from time-to-time CBRE is involved in litigation incidental to its business. As a public company, any material litigation is disclosed in our SEC filings. In the company's opinion, no litigation to which CBRE is currently a party, if decided adverse to the company, is likely to have a materially adverse effect on CBRE's ability to perform the applicable services related to this RFP.

4) Fee schedule that includes a cost for technical reviews, pretrial conferences, depositions, court appearances, and all other necessary activities that may be required of you as the review appraiser for an Eminent Domain action.

Fee is a function of scope and complexity. CBRE typically bids appraisal and appraisal reviews on a lump sum basis and bids are property specific. The more complex the appraisal assignment, typically, the more complex the review assignment.

Below are hourly rates inclusive of all fees and costs for appraisal and appraisal review services. The rates listed are the maximum rates that will be charged during the first year of the effective period.

2024 Billing Rates	
Director	\$250/hr.
Vice President	\$200/hr.
Senior Appraiser	\$175/hr.
Appraiser	\$150/hr.
Senior Valuation Associate	\$125/hr.
Valuation Associate	\$100/hr.
Administrative Support	\$85/hr.

2024 Expert Witness / Litigation Billing Rates	
Director	\$450/hr.
Vice President	\$350/hr.
Senior Appraiser	\$300/hr.
Appraiser	\$250/hr.
Senior Valuation Associate	\$200/hr.
Valuation Associate	\$150/hr.
Administrative Support	\$125/hr.

Exhibit C
The Dore Group Proposal



FEE AND RATE STRUCTURE

Following is a summary of the current hourly fee structure for Lance W. Dore, MAI, FRICS of The Dore Group as of January 1, 2024.

Client agrees to pay Appraiser, as compensation for the professional consulting services to be rendered, an hourly fee which will be computed as follows:

Valuation and Consultation (Appraisal Process)

Principals – \$350/Hour
Vice President/Senior Management – \$250/Hour
Real Estate Advisor/Manager – \$200/Hour
Analyst/Support – \$175/Hour

Out-of-Pocket Expenses

In addition to professional fees as set forth above, Client shall reimburse for any of the following out-of-pocket expenses incurred in connection with any assignment: overnight travel expenses including, but not limited to, transportation, lodging, meals and incidental expenses; overnight or courier delivery charges; and copies of original documents submitted by Client.

Travel Expenses	At Cost
Messenger Services	At Cost
Mileage Reimbursement	At Rate Allowed by IRS
Overnight or Express Mail	At Cost

Exhibit C

James G. Palmer Appraisals Inc. Proposal



JAMES G. PALMER
APPRAISALS INC.

5850 E. Shields Avenue
Suite 105
Fresno, CA 93727
T 559.226.5020
F 559.226.5063
jgpinc.com

May 21, 2024

Ms. Sherry Berryhill | Staff Analyst
County of Fresno – Department of Public Works & Planning
2220 Tulare Street 7TH Floor
Fresno, California 93721

Re: Award PWP24-008
Appraisal & Appraisal Review Services

Dear Ms. Berryhill:

In reference to the above award and pending contract, our hourly rate as of January 1, 2024 is \$450 per hour. I trust this information will assist you in finalizing the contract. Should you require additional information, please do not hesitate to contact me.

Regards

Gregg J. Palmer, MAI
California General Certification:AG002880
Expiry: 04/24/2026

Exhibit C
Real Property Analysts Proposal

SOLICITATION INFORMATION

Contact Information

rpa Wakefield & Hopper, Inc.
dba Real Property Analysts
Tiffany K. V. Mach
5633 N. Figarden Drive, Suite 105
Fresno, California 93722
(559) 261-9136
tkvmach@rpaappraisal.com

Type of Organization

S-Corporation.

Conflict of Interest

Currently, there are no conflicts that exist.

Litigation in Connection with Prior Projects

Since acquiring the company in 2018, Tiffany Mach and Kelly Stevens have not been involved with any litigation in connection with prior projects.

Reviewer Fee Schedule

Cost for technical reviews is \$800 per parcel. Pretrial conferences, depositions, court appearances, and all other necessary activities that may be required as a review appraiser for an eminent domain action would be \$450 per hour.

Agreement Statement

With regard to the proposed contract agreement, we have an IT firm monitoring our computer network to limit cyber risks and would like the Cyber Liability Insurance requirement excluded.. These terms shall remain in effect for ninety (90) days following the date proposal submittals are due.

Client References

Name	Phone Number	Email Address	Project
Nancy Bruno	559-621-8696	Nancy.Bruno@fresno.gov	PW00849 & PW00891 (REVIEW)
Ray Harrel	817-390-9821	Raymond.Harrell@hdricnc.com	Jefferson Ave Easement
J.T. Katavich	559-412-8710	Jtkatavich@hamner-jewell.com	Ashlan Widening Project
Matt Bullis	559-661-4913	Mnullis@madera.gov	Prop. Water Storage Tank Site

Exhibit C
Scott Appraisal Company Proposal



Real Estate Appraisals & Consulting Services

1187 North Willow Avenue, Suite 103-680
Clovis, California 93611
(559) 324-8221

Scott E. Rurik, MAI
****NEW EMAIL****
scott@scottappraisalinc.com

May 13, 2024

Sherrie Berryhill
Staff Analyst
Department of Public Works & Planning / Design Division
2220 Tulare Street, 7th Floor
Fresno, California 93721
Phone => 559-600-4109
Email=> shberryhill@FresnoCountyCA.gov

Re: Hourly Rate for Services

To Ms. Berryhill:

The following represents the hourly rates and fees for valuation service provided by Scott Appraisal, Inc.:

- Valuation Services - \$240 per hour
- Testimony for Deposition - \$360 per hour
- Actual Court Appearance - \$4,000 per day (flat fee)

Thank you. If you have any questions, please call.

Sincerely yours,

Scott E. Rurik, MAI

Exhibit D

Insurance Requirements

1. Required Policies

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

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Appraiser shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Appraiser's policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement (non-owned automobiles and hired automobiles).
- (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.
- (E) **Professional Liability.** Professional liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000). If this is a claims-made policy, then (1) the retroactive date must be prior to the date on which services began under this Agreement; (2) the Appraiser shall maintain the policy and provide to the County annual evidence of insurance for not less than five years after completion of services under this Agreement; and (3) if the policy is canceled or not renewed, and not replaced with another claims-made policy with a retroactive date prior to the date on which services begin under this Agreement, then the Appraiser shall purchase extended reporting coverage on its claims-made policy for a minimum of five years after completion of services under this Agreement.

If the Appraiser is a governmental entity, it may satisfy the policy requirements above through a program of self-insurance, including an insurance pooling arrangement or joint exercise of powers agreement.

2. Additional Requirements

- (A) **Verification of Coverage.** Within 30 days after the Appraiser signs this Agreement, and at any time during the term of this Agreement as requested by the County's Risk

Manager or the County Administrative Office, the Appraiser shall deliver, or cause its broker or producer to deliver, to the County Risk Manager, at 2220 Tulare Street, 16th Floor, Fresno, California 93721, or HRRiskManagement@fresnocountyca.gov, and by mail or email to the person identified to receive notices under this Agreement, certificates of insurance and endorsements for all of the coverages required under this Agreement.

- (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the Appraiser has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.
 - (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the Appraiser's policy.
 - (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.
 - (iv) The professional liability insurance certificate, if it is a claims-made policy, must also state the retroactive date of the policy, which must be prior to the date on which services began under this Agreement.
- (B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A-.
- (C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Appraiser shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Appraiser shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the Appraiser shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that the failure of the Appraiser or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.
- (D) **County's Entitlement to Greater Coverage.** If the Appraiser has or obtains insurance with broader coverage, higher limits, or both, than what is required under this

Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the Appraiser shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.

- (E) **Waiver of Subrogation.** The Appraiser waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The Appraiser is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Appraiser's waiver of subrogation under this paragraph is effective whether or not the Appraiser obtains such an endorsement.
- (F) **County's Remedy for Appraiser's Failure to Maintain.** If the Appraiser fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Appraiser. The County may offset such charges against any amounts owed by the County to the Appraiser under this Agreement.
- (G) **SubAppraisers.** The Appraiser shall require and verify that all SubAppraisers used by the Appraiser to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the Appraiser to provide services under this Agreement using SubAppraisers.

Exhibit E

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.

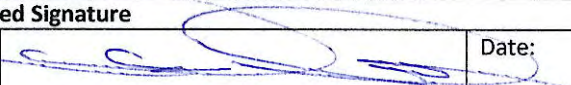
INSTRUCTIONS

- (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).


(1) Company Board Member Information:		
Name:	Date:	
Job Title:		
(2) Company/Agency Name and Address:		
<i>Not applicable</i>		
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):		
<i>Not applicable</i>		
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):		
(5) Authorized Signature		
Signature:	<i>Steve Breen</i>	Date: <i>5/1/24</i>

CBRE Inc.

N/A

(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:	5/1/2024

The Dore Group

(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
N/A			
(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:	

N/A

(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:	<i>Henry A. V. Mack</i>	Date:	<i>5/2/24</i>

Real Property Analysts

(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):			
N/A			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):			
(5) Authorized Signature			
Signature:	Scott E. Pet	Date:	4-29-2024

Scott Appraisal Co.

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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.

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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



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*)

CONTACT PERSON Sam Mann	DEPARTMENT Public Works and Planning
-----------------------------------	--

I hereby approve the foregoing reported information for our department:

stwhite 12/13/2021 4:01:37 PM <hr/> Department Head Signature / Date	[Sign] Double click!
---	--------------------------------------

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.

PUBLIC WORKS AND PLANNING

<u>Classification</u>	<u>Category</u>
Accountant I / II	2
Architect	1
Assistant Director of Public Works & Planning- Planning and Resource Management Official.	1
Building Inspector I / II	1
Building Plans Engineer	1
Chief Building Inspector	1
Chief of Field Surveys	1
Consultant	*
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
Principal Accountant	1
Principal Planner	1
Principal Staff Analyst	1
Public Works and Planning Business Manager	1
Public Works and Planning 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

<u>Classification</u>	<u>Category</u>
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

- * 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.

DISADVANTAGED BUSINESS ENTERPRISES (DBE) Participation

1. Consultant, subrecipient (Local Agency), or subconsultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the Local Agency shows a contract goal for DBEs. Consultant shall make work available to DBEs and select work parts consistent with available DBE subconsultants and suppliers.
2. Consultant shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate Good Faith Efforts (GFE) to meet this goal. It is Consultant's responsibility to verify at date of proposal opening that the DBE firm is certified as a DBE by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes and work code applicable to the type of work the firm will perform on the contract. Additionally, the Consultant is responsible to document the verification record by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at <https://dot.ca.gov/programs/civil-rights/dbe-search>.
3. All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies Consultant purchases from DBEs counts towards the goal in the following manner:
 - 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
 - 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.
 - Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."
4. This Agreement is subject to 49 CFR 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Consultants who enter into a federally-funded agreement will assist the Local Agency in a good faith effort to achieve California's statewide overall DBE goal.
5. The goal for DBE participation for this Agreement is _____%. Participation by DBE Consultant or subconsultants shall be in accordance with information contained in Exhibit 10-O2: Consultant Contract DBE Commitment attached hereto and incorporated as part of the Agreement. If a DBE subconsultant is unable to perform, Consultant must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
6. The Consultant can meet the DBE participation goal by either documenting commitments to DBEs to meet the Agreement goal, or by documenting adequate good faith efforts to meet the Agreement goal. An adequate good faith effort means that the Consultant must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If Consultant has not met the DBE goal, complete and submit Exhibit 15-H: Proposer/Contractor Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.
7. **Contract Assurance.** Under 49 CFR 26.13(b):
 - a. The Consultant, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Consultant shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

- b. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
 - b.1. Withholding monthly progress payments;
 - b.2. Assessing sanctions;
 - b.3. Liquidated damages; and/or
 - b.4. Disqualifying Consultant from future proposing as non-responsible

8. Termination and Replacement of DBE Subconsultants

- a. The Consultant shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless Consultant or DBE subconsultant obtains the Local Agency 's written consent. Consultant shall not terminate or replace a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the Local Agency. Unless the Local Agency 's consent is provided, the Consultant shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02: Consultant Contract DBE Commitment form.

b. Termination of DBE Subconsultants

After execution of the AGREEMENT, termination of a DBE may be allowed for the following, but not limited to, justifiable reasons with prior written authorization from the LOCAL AGENCY:

- b.1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
 - b.2. The Local Agency stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the Local Agency 's bond requirements.
 - b.3. Work requires a Consultant's license and listed DBE does not have a valid license under Contractors License Law.
 - b.4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
 - b.5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
 - b.6. Listed DBE is ineligible to work on the project because of suspension or debarment.
 - b.7. Listed DBE becomes bankrupt or insolvent or exhibits credit unworthiness.
 - b.8. Listed DBE voluntarily withdraws with written notice from the Contract.
 - b.9. Listed DBE is ineligible to receive credit for the type of work required.
 - b.10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
 - b.11. The Local Agency determines other documented good cause.
- c. The Consultant must use the following procedures to request the termination of a DBE or portion of a DBE's work:

- c.1. Send a written notice to the DBE of the Consultant's intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously send a copy of this written notice to the Local Agency. The written notice to the DBE must request they provide any response within five (5) business days to both the Consultant and the Local Agency by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur.
- c.2. If the DBE does not respond within five (5) business days, Consultant may move forward with the request as if the DBE had agreed to Consultant's written notice.
- c.3. Submit Consultant's DBE termination request by written letter to the Local Agency and include:
 - One or more above listed justifiable reasons along with supporting documentation.
 - Consultant's written notice to the DBE regarding the request, including proof of transmission and tracking documentation of Consultant's written notice
 - The DBE's response to Consultant's written notice, if received. If a written response was not provided, provide a statement to that effect.

The Local Agency shall respond in writing to Consultant's DBE termination request within five (5) business days.

9. Replacement of DBE Subconsultants

After receiving the Local Agency's written authorization of DBE termination request, Consultant must obtain the Local Agency's written agreement for DBE replacement. Consultant must find or demonstrate GFEs to find qualified DBE replacement firms to perform the work to the extent needed to meet the DBE commitment.

The following procedures shall be followed to request authorization to replace a DBE firm:

- a. Submit a request to replace a DBE with other forces or material sources in writing to the Local Agency which must include:
 - a.1. Description of remaining uncommitted work item made available for replacement DBE solicitation and participation.
 - a.2. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:
 - Description of scope of work and cost proposal
 - Proposed subcontract agreement and written confirmation of agreement to perform on the Contract
 - Revised Exhibit 10-O2: Consultant Contract DBE Commitment
- b. If Consultant has not identified a DBE replacement firm, submits documentation of Consultant's GFEs to use DBE replacement firms within seven (7) days of Local Agency's authorization to terminate the DBE. Consultant may request the Local Agency's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:
 - Search results of certified DBEs available to perform the original DBE work identified and or other work Consultant had intended to self-perform, to the extent needed to meet DBE commitment
 - Solicitations of DBEs for performance of work identified

- Correspondence with interested DBEs that may have included contract details and requirements
- Negotiation efforts with DBEs that reflect why an agreement was not reached
- If a DBE's quote was rejected, provide reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
- Copies of each DBE's and non-DBE's price quotes for work identified, as the Local Agency may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
- Additional documentation that supports Consultant's GFE

The Local Agency shall respond in writing to Consultant's DBE replacement request within five (5) business days.

10. Commitment and Utilization

The Local Agency's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The Local Agency shall request Consultant to:

- a. Notify the Local Agency's contract administrator or designated representative of any changes to its anticipated DBE participation
- b. Provide this notification before starting the affected work
- c. Maintain records including:
 - c.1. Name and business address of each 1st-tier subconsultant
 - c.2. Name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company, regardless of tier
 - c.3. Date of payment and total amount paid to each business (see Exhibit 9-F: Monthly Disadvantaged Business Enterprise Payment)

If Consultant is a DBE Consultant, they shall include the date of work performed by their own forces and the corresponding value of the work.

If a DBE is decertified before completing its work, the DBE must notify Consultant in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify Consultant in writing of the certification date. Consultant shall submit the notifications to the Local Agency. On work completion, Consultant shall complete Exhibit 17-O: Disadvantaged Business Enterprises (DBE) Certification Status Change and submit the form to the Local Agency within 30 days of contract acceptance.

Upon work completion, Consultant shall complete Exhibit 17-F: Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to the Local Agency within 90 days of contract acceptance. The Local Agency will withhold \$10,000 until the form is submitted. The Local Agency will release the withhold upon submission of the completed form.

In the Local Agency's reports of DBE participation to Caltrans, the Local Agency must display both commitments and attainments.

11. Commercially Useful Function

DBEs must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will

only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself.

Consultant must perform CUF evaluation for each DBE working on a federal-aid contract, with or without a DBE goal. Perform a CUF evaluation at the beginning of the DBE's work and continue to monitor the performance of CUF for the duration of the project.

Consultant must provide written notification to the Local Agency at least 15 days in advance of each DBE's initial performance of work or supplying materials for the Contract. The notification must include the DBE's name, work the DBE will perform on the contract, and the location, date, and time of where their work will take place.

Within 10 days of a DBE initially performing work or supplying materials on the Contract,

Consultant shall submit to the LPA the initial evaluation and validation of DBE performance of a CUF using the LAPM 9-J: Disadvantaged Business Enterprise Commercially Useful Function Evaluation. Include the following information with the submittal:

- Subcontract agreement with the DBE
- Purchase orders
- Bills of lading
- Invoices
- Proof of payment

Consultant must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the Contract using the LAPM 9-J: DBE Commercially Useful Function Evaluation.

Consultant must submit to the Local Agency these quarterly evaluations and validations by the 5th of the month for the previous three months of work. Consultant must notify the Local Agency immediately if they believe the DBE may not be performing a CUF.

The Local Agency will verify DBEs performance of CUF by reviewing the initial and quarterly submissions of LAPM 9-J: DBE Commercially Useful Function Evaluation, submitted supporting information, field observations, and through any additional Local Agency evaluations. The Local Agency must evaluate DBEs and their CUF performance throughout the duration of a Contract. The Local Agency will provide written notice to the Consultant and the DBE at least two (2) business days prior to any evaluation. The Consultant and the DBE must participate in the evaluation. Upon completing the evaluation, the Local Agency must share the evaluation results with the Consultant and the DBE. An evaluation could include items that must be remedied upon receipt. If the Local Agency determines the DBE is not performing a CUF, the Consultant must suspend performance of the noncompliant work.

Consultant and DBEs must submit any additional CUF related records and documents within five (5) business days of Local Agency's request such as:

- Proof of ownership or lease and rental agreements for equipment
- Tax records
- Employee rosters
- Certified payroll records

- Inventory rosters

Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents can result in withholding of payment for the value of work completed by the DBE.

If Consultant and/or the Local Agency determine that a listed DBE is not performing a CUF in performance of their DBE committed work, Consultant must immediately suspend performance of the noncompliant portion of the work. Local Agency may deny payment for the noncompliant portion of the work. Local Agency will ask the Consultant to submit a corrective action plan (CAP) to the LOCAL AGENCY within five (5) days of the noncompliant CUF determination. The CAP must identify how the Consultant will correct the noncompliance findings for the remaining portion of the DBE's work. Local Agency has five (5) days to review the CAP in conjunction with the Consultant's review. The Consultant must implement the CAP within five (5) days of the LOCAL AGENCY's approval. The Local Agency will then authorize the prior noncompliant portion of work for the DBE's committed work.

If corrective actions cannot be accomplished to ensure the DBE performs a commercially useful function on the Contract, Consultant may have good cause to request termination of the DBE.

- DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its Agreement with its own work force, or the DBE subcontracts a greater portion of the work of the Agreement than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- Consultant shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE Consultant's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- If a DBE subconsultant is decertified during the life of the AGREEMENT, the decertified subconsultant shall notify Consultant in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the AGREEMENT, the subconsultant shall notify Consultant in writing with the date of certification. Any changes should be reported to Local Agency's Contract Administrator within thirty (30) calendar days.
- For projects awarded on or after March 1, 2020, but before September 1, 2023: after submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/Consultant must complete and email Exhibit 9-F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to local administering agencies.
For projects awarded on or after September 1, 2023: Exhibit 9-F is no longer required. Instead, by the 15th of the month following the month of any payment(s), the Consultant must now submit Exhibit 9-P to the Local Agency administering the contract. If the Consultant does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.
- Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION

(Federally funded projects only)

The Agency has established a DBE goal for this Contract of _____

1. TERMS AS USED IN THIS DOCUMENT

- The term “Disadvantaged Business Enterprise” or “DBE” means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Code of Federal Regulations (CFR), Part 26.5.
- The term “Agreement” also means “Contract.”
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term “Small Business” or “SB” is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Contracts financed in whole or in part with federal funds (See 49 CFR 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”). The Consultant must ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. SUBMISSION OF DBE INFORMATION

If there is a DBE goal on the contract, Exhibit 10-O1 *Consultant Proposal DBE Commitment* must be included in the Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. All DBE participation will be counted towards [meeting](#) the contract goal; therefore, all DBE participation shall be collected and reported.

Exhibit 10-O2 *Consultant Contract DBE Information* must be included in [best qualified consultant’s executed consultant contract](#). Even if no DBE participation will be reported, the successful proposer must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

It is the proposer’s responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department’s DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 1. The proposer is a DBE and will meet the goal by performing work with its own forces.
 2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
 3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.

- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.
- G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.
- B. Access the CUCP database from the Department of Transportation, Office of Civil Rights [website](#)
 1. Click on the link titled Disadvantaged Business Enterprise;
 2. Click on Search for a DBE Firm link;
 3. Click on *Access to the DBE Query Form* located on the first line in the center of the page.

Searches can be performed by one or more criteria. Follow instructions on the screen.

6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS THE DBE GOAL UNDER THE FOLLOWING CONDITIONS:

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

Exhibit G-3

EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: County of Fresno 2. Contract DBE Goal: 0%
 3. Project Description: Appraisal and Appraisal Review
 4. Project Location: Various
 5. Consultant's Name: CBRE 6. Prime Certified DBE: 7. Total Contract Award Amount: _____
 8. Total Dollar Amount for **ALL** Subconsultants: \$ 0 9. Total Number of **ALL** Subconsultants: 0


10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Local Agency to Complete this Section			\$ <u>0</u>
20. Local Agency Contract Number: _____ 21. Federal-Aid Project Number: _____ 22. Contract Execution Date: _____	14. TOTAL CLAIMED DBE PARTICIPATION		<u>0</u> %
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.
23. Local Agency Representative's Signature	24. Date	<u>Steve Parent</u> 15. Preparer's Signature	<u>5/1/24</u> 16. Date
25. Local Agency Representative's Name	26. Phone	<u>Steve Parent</u> 17. Preparer's Name	<u>916-919-7262</u> 18. Phone
27. Local Agency Representative's Title	<u>Director</u> 19. Preparer's Title		

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

EXHIBIT 10-O2 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: County of Fresno 2. Contract DBE Goal: 0%
 3. Project Description: Appraisal and Appraisal Review
 4. Project Location: Various
 5. Consultant's Name: The Dore Group, Inc. 6. Prime Certified DBE: 7. Total Contract Award Amount: _____
 8. Total Dollar Amount for **ALL** Subconsultants: _____ 9. Total Number of **ALL** Subconsultants: _____


10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Real Estate Appraisal and Consultation	N/A	N/A	0
Local Agency to Complete this Section			
20. Local Agency Contract Number: _____		14. TOTAL CLAIMED DBE PARTICIPATION	\$ 0
21. Federal-Aid Project Number: _____			0 %
22. Contract Execution Date: _____		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.	
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.		 5/1/2024	
23. Local Agency Representative's Signature	24. Date	15. Preparer's Signature	16. Date
25. Local Agency Representative's Name	26. Phone	Lance W. Dore	619-933-5040
27. Local Agency Representative's Title		17. Preparer's Name	18. Phone
		President / CEO	
		19. Preparer's Title	

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

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EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: County of Fresno 2. Contract DBE Goal: 0%
 3. Project Description: Appraisal and Appraisal Review
 4. Project Location: Various
 5. Consultant's Name: James G. Palmer Appraisals 6. Prime Certified DBE: 7. Total Contract Award Amount: _____
 8. Total Dollar Amount for **ALL** Subconsultants: _____ 9. Total Number of **ALL** Subconsultants: _____

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Local Agency to Complete this Section			\$
20. Local Agency Contract Number: _____ 21. Federal-Aid Project Number: _____ 22. Contract Execution Date: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			%
23. Local Agency Representative's Signature _____ 24. Date _____ 25. Local Agency Representative's Name _____ 26. Phone _____ 27. Local Agency Representative's Title _____			14. TOTAL CLAIMED DBE PARTICIPATION IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.  15. Preparer's Signature _____ 16. Date _____ James G. Palmer 17. Preparer's Name _____ 18. Phone _____ 19. Preparer's Title _____

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: County of Fresno 2. Contract DBE Goal: 0%
 3. Project Description: Appraisal and Appraisal Review
 4. Project Location: Various
 5. Consultant's Name: _____ 6. Prime Certified DBE: 7. Total Contract Award Amount: _____
 8. Total Dollar Amount for ALL Subconsultants: _____ 9. Total Number of ALL Subconsultants: _____

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
<i>On Call Appraisal Service</i>	<i>N/A</i>		
Local Agency to Complete this Section			\$ <i>0</i> % <i>0</i>
20. Local Agency Contract Number: _____ 21. Federal-Aid Project Number: _____ 22. Contract Execution Date: _____	14. TOTAL CLAIMED DBE PARTICIPATION		
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.
_____ 23. Local Agency Representative's Signature	_____ 24. Date	_____ <i>4/30/24</i> 15. Preparer's Signature 16. Date	
_____ 25. Local Agency Representative's Name	_____ 26. Phone	_____ <i>559-261-9134</i> 17. Preparer's Name 18. Phone	
_____ 27. Local Agency Representative's Title	_____ <i>President</i> 19. Preparer's Title		

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: County of Fresno 2. Contract DBE Goal: 0%
 3. Project Description: Appraisal and Appraisal Review
 4. Project Location: Various
 5. Consultant's Name: Scott Appraisal Co. 6. Prime Certified DBE: 7. Total Contract Award Amount: _____
 8. Total Dollar Amount for **ALL** Subconsultants: _____ 9. Total Number of **ALL** Subconsultants: _____

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
		N/A	
Local Agency to Complete this Section			
20. Local Agency Contract Number: _____ 21. Federal-Aid Project Number: _____ 22. Contract Execution Date: _____	14. TOTAL CLAIMED DBE PARTICIPATION		\$
			%
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.
23. Local Agency Representative's Signature _____	24. Date _____	15. Preparer's Signature <u>Scott Rusk</u>	16. Date <u>4-29-2024</u>
25. Local Agency Representative's Name _____	26. Phone _____	17. Preparer's Name <u>Scott Rusk</u>	18. Phone _____
27. Local Agency Representative's Title _____		19. Preparer's Title <u>President</u>	

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

Exhibit H

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract N/A</p> <p><input type="checkbox"/> b. grant</p> <p><input type="checkbox"/> c. cooperative agreement</p> <p><input type="checkbox"/> d. loan</p> <p><input type="checkbox"/> e. loan guarantee</p> <p><input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application</p> <p><input type="checkbox"/> b. initial award</p> <p><input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial</p> <p><input type="checkbox"/> b. material change</p> <p>For Material Change Only: year _____ quarter _____ date of last report _____</p>
<p>4. Name and Address of Reporting Entity</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known</p> <p>Congressional District, if known _____</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known _____</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p>	
<p>10. Name and Address of Lobby Entity (If individual, last name, first name, MI)</p> <p style="text-align: center;">(attach Continuation Sheet(s) if necessary)</p>	<p>11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI)</p>	
<p>12. Amount of Payment (check all that apply)</p> <p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>14. Type of Payment (check all that apply)</p> <p><input type="checkbox"/> a. retainer</p> <p><input type="checkbox"/> b. one-time fee</p> <p><input type="checkbox"/> c. commission</p> <p><input type="checkbox"/> d. contingent fee</p> <p><input type="checkbox"/> e. deferred</p> <p><input type="checkbox"/> f. other, specify _____</p>	
<p>13. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash</p> <p><input type="checkbox"/> b. in-kind; specify: nature _____ Value _____</p>		
<p>15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:</p> <p style="text-align: center;">(attach Continuation Sheet(s) if necessary)</p>		
<p>16. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>		
<p>17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: <u>Steve Parent</u> <small>Digitally signed by Steve Parent Date: 2024.02.23 10:57:48 -06'00'</small></p> <p>Print Name: _____ Steve Parent</p> <p>Title: <u>Director</u></p> <p>Telephone No.: <u>(916) 919-7262</u> Date: <u>1/26/24</u></p>	
<p>Authorized for Local Reproduction Standard Form - LLL</p>		
<p>Federal Use Only:</p>		

Standard Form LLL Rev. 04-28-06

Not Applicable

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known	
6. Federal Department/Agency: Congressional District, if known	7. Federal Program Name/Description: CFDA Number, if applicable _____	
8. Federal Action Number, if known:	9. Award Amount, if known:	
10. Name and Address of Lobby Entity (If individual, last name, first name, MI)	11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI)	
(attach Continuation Sheet(s) if necessary)		
12. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	14. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
13. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____		
15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:		
(attach Continuation Sheet(s) if necessary)		
16. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/>		
17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: <u><i>Tiffany K. V. Mach</i></u> Print Name: <u>Tiffany K. V. Mach, MAI</u> Title: <u>President</u> Telephone No.: <u>559-261-9136</u> Date: <u>2/28/24</u>	
Authorized for Local Reproduction		
Standard Form - LLL		
Federal Use Only:		

Standard Form LLL, Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:

- a. contract
- b. grant
- c. cooperative agreement
- d. loan
- e. loan guarantee
- f. loan insurance

2. Status of Federal Action:

- a. bid/offer/application
- b. initial award
- c. post-award

3. Report Type:

- a. initial
- b. material change

For Material Change Only:

year _____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity

- Prime
- Subawardee
Tier _____, if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

11. Individuals Performing Services
(including address if different from No. 10)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

12. Amount of Payment (check all that apply)

\$ _____ actual planned

14. Type of Payment (check all that apply)

- a. retainer
- b. one-time fee
- c. commission
- d. contingent fee
- e. deferred
- f. other, specify _____

13. Form of Payment (check all that apply):

- a. cash
- b. in-kind; specify: nature _____
Value _____

15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:

(attach Continuation Sheet(s) if necessary)

16. Continuation Sheet(s) attached: Yes No

17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature Scott E Rurik

Print Name: Scott Rurik

Title: President

Telephone No.: 559-908-0742

Date: 2/28/24

Authorized for Local Reproduction

Standard Form - LLL

Federal Use Only:

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to: subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
11. Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check all boxes that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
16. Check whether or not a continuation sheet(s) is attached.
17. The certifying official shall sign and date the form, and print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503. SF-LLL-Instructions Rev. 06-04

Exhibit I

**DEBARMENT AND SUSPENSION CERTIFICATION TITLE 49, CODE
OF FEDERAL REGULATIONS, PART 29**

The appraiser, under penalty of perjury, certifies that, except as noted below, he/ she or any other person associated therewith in the capacity of owner, partner, director, officer, and manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

N/A

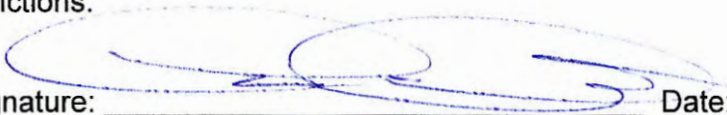
For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

N/A

Notes:

Providing false information may result in criminal prosecution or administrative sanctions.

Signature: _____

 Date: 5/1/2024

DEBARMENT AND SUSPENSION CERTIFICATION TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The appraiser, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, and manager:


- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes:

Providing false information may result in criminal prosecution or administrative sanctions.

Signature:  Date: 05-06-2024

James G. Palmer Appraisals

**DEBARMENT AND SUSPENSION CERTIFICATION TITLE 49, CODE
OF FEDERAL REGULATIONS, PART 29**

The appraiser, under penalty of perjury, certifies that, except as noted below, he/ she or any other person associated therewith in the capacity of owner, partner, director, officer, and manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes:

Providing false information may result in criminal prosecution or administrative sanctions.

Signature: Jeffrey K.V. Mack Date: 4/30/24

**DEBARMENT AND SUSPENSION CERTIFICATION TITLE 49, CODE
OF FEDERAL REGULATIONS, PART 29**

The appraiser, under penalty of perjury, certifies that, except as noted below, he/ she or any other person associated therewith in the capacity of owner, partner, director, officer, and manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

No exceptions

For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes:

Providing false information may result in criminal prosecution or administrative sanctions.

Signature: *Scott E. Pank* Date: *4-29-2024*

Scott Appraisal Co.

Consultant Performance Evaluation

Exhibit 10-S Consultant Performance Evaluation

1. PROJECT DATA		2. CONSULTANT DATA					
1a.	Project (include title, location, and Activity/CIP No.)	2a.	Consultant Name and Address				
1b.	Brief Description of Project (design, study, etc.)	2b.	Consultant's Manager				
1c.	Budget Cost for Project: \$ _____	2c.	Phone: _____				
3. AGENCY DEPARTMENT/SECTION RESPONSIBLE							
3a.	Department (include section and division)		3b. Agency Project Manager (name & phone)				
4. CONTRACT DATA (Engineering Services)							
4a.	Contract No.: _____		Termination date: _____		Base Fee: \$ _____		
	Agreement date: _____		Date terminated: _____		Contingency: \$ _____		
4b.	Amendment \$ _____ / # _____		\$ _____ / # _____				
	(Total Value)	(Initiated by Agency)	(Total Value)	(Initiated by Agency)			
4c.	Change Order \$ _____ / # _____		\$ _____ / # _____				
	(Total Value)	(Initiated by Agency)	(Total Value)	(Initiated by Agency)			
4d.	Total Fee per Agreement (4a. + 4b. + 4c.) \$ _____			Total Fee Paid \$ _____			
	(Do not include Contingency Listed in 4a.)						
4e. Type of Services (Design, study, etc.)	4f. Historical Record of Key Submittal Dates (enter date or n/a if not applicable)						
		Preliminary	30%	70%	90%	100%	Final
	Per Agreement						
	Delivery Date						
	Acceptance Date						
4g. Notice To Proceed _____ (date)	4j. Reasons for Change Orders: (Indicate total for each reason)						
		Errors/Omissions \$ _____		% of Base Fee _____			
		Unforeseen Conditions \$ _____		% of Base Fee _____			
4h. Number of Days _____ (number)		Changed Scope \$ _____		% of Base Fee _____			
		Changed Quantities \$ _____		% of Base Fee _____			
4i. Actual Number of Days _____ (number)		Program Task Options \$ _____		% of Base Fee _____			
5. OVERALL RATING (Complete Section II on reverse, include comments as appropriate.)							
		Outstanding	Above Average	Average	Below Average	Poor	N/A
5a.	Plans/Specifications accuracy						
5b.	Consistency with budget						
5c.	Responsiveness to Agency Staff						
5d.	Overall Rating						
6. AUTHORIZING SIGNATURES							
6a.	Agency Design Team Leader	_____	Date: _____				
6b.	Agency Project Manager	_____	Date: _____				
6c.	Agency Public Works Manager	_____	Date: _____				
6d.	Consultant Representative	_____	Date: _____				

See Reverse Side

Consultant Performance Evaluation

PLANS/SPECIFICATIONS	Outstanding	Above Avg.	Avg.	Below Avg.	Poor	N/A	Responsiveness To Staff	Outstanding	Above Avg.	Avg.	Below Avg.	Poor	N/A
ACCURACY													
Plans Specifications clear and concise							Timely Responses						
Plans/Specs Coordination							Attitude toward Client and review bodies						
Plans/Specs properly formatted							Follows directions and Chain of responsibility						
Code Requirements covered							Work product delivered on time						
Adhered to Agency Standard Drawings/Specs							Timeliness in notifying Agency of major problems						
Drawings reflect existing conditions							Resolution of field Problems						
As-Built Drawings							Consistency with budget						
Quality Design							Reasonable Agreement negotiation						
Change Orders due to design deficiencies are minimized							Adherence to fee schedule						
							Adherence to project Budget						

Section III **EXPLANATIONS AND SUPPLEMENTAL INFORMATION**
(Attach additional documentation as needed)

Item _____ : _____

Item _____ : _____

Item _____ : _____

Item _____ : _____

Item _____ : _____

Item _____ : _____

*Indicates supporting documentation attached.

TITLE VI ASSURANCES

APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as APPRAISER) agrees as follows:

- a. Compliance with Regulations: APPRAISER shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- b. Nondiscrimination: APPRAISER, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. APPRAISER shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by APPRAISER for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by APPRAISER of the APPRAISER'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. Information and Reports: APPRAISER shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of APPRAISER is in the exclusive possession of another who fails or refuses to furnish this information, APPRAISER shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts APPRAISER has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of APPRAISER's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to: withholding of payments to APPRAISER under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - i. cancellation, termination or suspension of the Agreement, in whole or in part.
- f. Incorporation of Provisions: APPRAISER shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

APPRAISER shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event APPRAISER becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, APPRAISER

may request the recipient enter into such litigation to protect the interests of the State, and, in addition, APPRAISER may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B
CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C
CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE
ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations(as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D
CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE
ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in

this Assurance.

- B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

APPENDIX E

During the performance of this contract, the APPRAISER, for itself, its assignees, and successors in interest (hereinafter referred to as the "APPRAISER") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority

Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C.1681 et seq).