

CONSULTANT SERVICE AGREEMENT

This Consultant Service Agreement (Agreement) is dated April 7, 2026 and is between Arup US, Inc., a Corporation (Consultant), and the County of Fresno, a political subdivision of the State of California (County), each a "Party" and jointly referred to as the "Parties".

Recitals

- A.** The County desires to retain the Consultant to update and expand the existing Hazard Mitigation Plan to include all required Sustainable Transportation Planning Grant (STPG) action plan components (Project), thus enabling the County to apply for STPG implementation grant funding; and
- B.** The Consultant represents that it is able to provide these professional services subject to the terms and conditions of this Agreement; and
- C.** The Consultant has been selected in accordance with the County's Ordinance Code Chapter 4.10 on the selection of architects, engineers, and other professionals, and in accordance with Chapter 10 of the California Department of Transportation's (CALTRANS) Local Assistance Procedures Manual (LAPM), to provide professional services necessary for the project, as specified herein; and
- D.** The Program Manager identified in Article 5.1 is designated as the Contract Administrator for the Agreement on behalf of the County, and shall remain so unless the Consultant is otherwise notified in writing by the County's Director of Public Works and Planning or his/her designee(s) (Director); and
- E.** The Consultant identified in Article 5.1 is designated as the Consultant's Project Manager for the Agreement, and shall remain so unless the Consultant requests and the Director approves, in writing, a change of the Consultant's Project Manager, which approval will not be unreasonably withheld; and

The Parties therefore agree as follows:

1 **Article 1**

2 **Consultant's Services**

3 1.1 **Scope of Services.** The Consultant shall perform all of the services provided in
4 Exhibit A to this Agreement, titled "Scope of Services."

5 1.2 **Representation.** The Consultant represents that it is qualified, ready, willing, and
6 able to perform all of the services provided in this Agreement.

7 1.3 **Compliance with Laws.** The Consultant shall, at its own cost, comply with all
8 applicable federal, state, and local laws and regulations in the performance of its obligations
9 under this Agreement, including but not limited to workers compensation, labor, and
10 confidentiality laws and regulations.

11 1.4 The Consultant's Project team staff shall be as listed in Exhibit B, entitled "Cost
12 Proposal", attached and incorporated by this reference. Any substitutions of personnel shall be
13 approved by the Contract Administrator (as defined in Article 2), approval of which shall not be
14 unreasonably withheld. The Consultant shall notify the Contract Administrator of the names and
15 classifications of employees assigned to each specific Project and shall not reassign such
16 employees to other projects of the Consultant without notification to and prior approval by the
17 Contract Administrator.

18 1.5 The Consultant may retain, as subconsultants, specialists as the Consultant requires
19 to assist in completing the work in accordance. The subconsultants shall be listed in Exhibit B,
20 attached and incorporated by this reference.

21 1.6 The Consultant'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 Consultant, and
24 consistent with schedules established under Article 3 Compensation, Invoices, and Payments.

25 **Article 2**

26 **County's Responsibilities**

27 2.1 The County designates the following individual as the Contract Administrator for this
28 Agreement on behalf of the County, who shall remain so unless the Consultant is otherwise

1 Agreement. The Consultant acknowledges that the County is a local government entity and
2 does so with notice that the County's powers are limited by the California Constitution and by
3 State law, and with notice that the Consultant may receive compensation under this Agreement
4 only for services performed according to the terms of this Agreement and while this Agreement
5 is in effect, and subject to the maximum amount payable under this section. The Consultant
6 further acknowledges that County employees have no authority to pay the Consultant except as
7 expressly provided in this Agreement.

8 **3.3 Consultant Fee.** The approved Consultant's Cost Proposal is attached as Exhibit B,
9 entitled "Cost Proposal" and incorporated by this reference as though fully set forth herein. If
10 there is any conflict between the provisions set forth in the text of this Agreement and the
11 approved Cost Proposal, this Agreement shall take precedence.

12 **3.4 Invoices.** The Consultant shall submit monthly invoices to
13 PWPBusinessOffice@fresnocountyca.gov. The Consultant shall submit each invoice within sixty
14 (60) days after the month in which the Consultant performs services and in any case within sixty
15 (60) days after the end of the term or termination of this Agreement.

16 **3.5 Payment.** The County shall remit any payment to the Consultant's address specified
17 in the invoice. Upon receipt of a proper invoice, the Contract Administrator will take a maximum
18 of ten (10) working days to review, approve, and submit it to the County Auditor-
19 Controller/Treasurer-Tax Collector. Unsatisfactory or inaccurate invoices will be returned to the
20 Consultant for correction and resubmittal. Payment will be issued to the Consultant within forty-
21 five (45) calendar days of the date the Auditor-Controller/Treasurer-Tax Collector receives the
22 approved invoice.

23 **3.6** An unresolved dispute over a possible error or omission may cause payment of the
24 Consultant fees in the disputed amount to be withheld by the County.

25 **3.7 Invoice Documentation.** Concurrently with the invoices, the Consultant shall certify
26 (through copies of issued checks, receipts, or other County pre-approved documentation) that
27 complete payment has been made to all subconsultants as provided herein for all previous
28 invoices paid by the County. However, the Parties do not intend that the foregoing create in any

1 subconsultants or subconsultant a third-party beneficiary status or any third-party beneficiary
2 rights and do hereby expressly disclaim any such status or rights.

3 3.8 **Incidental Expenses.** The Consultant is solely responsible for all of its costs and
4 expenses that are not specified as payable by the County under this Agreement.

5 **Article 4**

6 **Term of Agreement**

7 4.1 **Term.** This Agreement is effective on execution and terminates on November 30,
8 2027, except as provided in section 4.2, "Extension," or Article 6, "Termination and Suspension,"
9 below.

10 4.2 **Extension.** The term of this Agreement may be extended for no more than two (2),
11 one-year periods only upon written approval of both Parties at least thirty (30) days before the
12 first day of the next one-year extension period. The Director or his or her designee is authorized
13 to sign the written approval on behalf of the County based on the Consultant's satisfactory
14 performance. The extension of this Agreement by the County is not a waiver or compromise of
15 any default or breach of this Agreement by the Consultant existing at the time of the extension
16 whether or not known to the County.

17 **Article 5**

18 **Notices**

19 5.1 **Contact Information.** The persons and their addresses having authority to give and
20 receive notices provided for or permitted under this Agreement include the following:

21 **For the County:**
22 Program Manager
23 County of Fresno
24 2220 Tulare Street, 7th Floor
25 Fresno, CA 93721
26 designconsultants@fresnocountyca.gov

27 **For the Consultant:**
28 Brooke DuBose, Associate Principal
Arup US, Inc.
560 Mission Street, Suite 700
San Francisco, CA 94105
brooke.dubose@arup.com

1 are not allocated, then the County, upon at least thirty (30) days' advance written notice to the
2 Consultant, may:

- 3 (A) Modify the services provided by the Consultant under this Agreement; or
- 4 (B) Terminate this Agreement.

5 **6.2 Termination for Breach.**

6 (A) Upon determining that a breach (as defined in paragraph (C) below) has
7 occurred, the County may give written notice of the breach to the Consultant. The written
8 notice may suspend performance under this Agreement and must provide at least thirty
9 (30) days for the Consultant to cure the breach.

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

12 (C) For purposes of this section, a breach occurs when, in the determination of the
13 County, the Consultant has:

- 14 (1) Obtained or used funds illegally or improperly;
- 15 (2) Failed to comply with any part of this Agreement;
- 16 (3) Submitted a substantially incorrect or incomplete report to the County; or
- 17 (4) Improperly performed any of its obligations under this Agreement.

18 **6.3 Termination without Cause.** In circumstances other than those set forth above, the
19 County may terminate this Agreement by giving at least thirty (30) days advance written notice
20 to the Consultant.

21 **6.4 No Penalty or Further Obligation.** Any termination of this Agreement by the County
22 under this Article 6 is without penalty to or further obligation of the County.

23 **6.5 County's Rights upon Termination.** Upon termination for breach under this Article
24 6, the County may demand repayment by the Consultant of any monies disbursed to the
25 Consultant under this Agreement that, in the County's sole judgment, were not expended in
26 compliance with this Agreement. The Consultant shall promptly refund all such monies upon
27 demand. This section survives the termination of this Agreement.

1 **Article 7**

2 **Independent Contractor**

3 7.1 **Status.** In performing under this Agreement, the Consultant, including its officers,
4 agents, employees, and volunteers, is at all times acting and performing as an independent
5 contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint
6 venturer, partner, or associate of the County.

7 7.2 **Verifying Performance.** When the Consultant is providing consultant services
8 hereunder, the County has no right to control, supervise, or direct the manner or method of the
9 Consultant's performance under this Agreement, but the County may verify that the Consultant
10 is performing according to the terms of this Agreement.

11 7.3 **Benefits.** Because of its status as an independent contractor, the Consultant has no
12 right to employment rights or benefits available to County employees. The Consultant is solely
13 responsible for providing to its own employees all employee benefits required by law. The
14 Consultant shall save the County harmless from all matters relating to the payment of
15 Consultant's employees, including compliance with Social Security withholding and all related
16 regulations.

17 7.4 **Services to Others.** The Parties acknowledge that, during the term of this
18 Agreement, the Consultant may provide services to others unrelated to the County.

19 **Article 8**

20 **Indemnity and Defense**

21 8.1 **Indemnity.** The Consultant shall indemnify and hold harmless and defend the
22 County (including its officers, agents, employees, and volunteers) against all claims, demands,
23 injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and
24 liabilities of any kind to the County, the Consultant, or any third party that arise from or relate to
25 the performance or failure to perform by the Consultant (or any of its officers, agents,
26 subcontractors, or employees) under this Agreement. The County may conduct or participate in
27 its own defense without affecting the Consultant's obligation to indemnify and hold harmless or
28 defend the County.

1 completion of services under this Agreement; and (3) if the policy is canceled or not renewed,
2 and not replaced with another claims-made policy with a retroactive date prior to the date on
3 which services begin under this Agreement, then the Consultant shall purchase extended
4 reporting coverage on its claims-made policy for a minimum of five years after completion of
5 services under this Agreement.

6 9.6 Additional Requirements Relating to Insurance. Verification of Coverage. Within
7 thirty (30) days after the Consultant signs this Agreement, and at any time during the term of
8 this Agreement as requested by the County's Risk Manager or the County Administrative Office,
9 the Consultant shall deliver, or cause its broker or producer to deliver, to the County Risk
10 Manager, at 2220 Tulare Street, 16th Floor, Fresno, California 93721, or
11 HRRiskManagement@fresnocountyca.gov, and by mail or email to the person identified to
12 receive notices under this Agreement, certificates of insurance and endorsements for all of the
13 coverages required under this Agreement.

14 (A) Each insurance certificate must state that: (1) the insurance coverage has been
15 obtained and is in full force; (2) the County, its officers, agents, employees, and
16 volunteers are not responsible for any premiums on the policy; and (3) the Consultant
17 has waived its right to recover from the County, its officers, agents, employees, and
18 volunteers any amounts paid under any insurance policy required by this Agreement and
19 that waiver does not invalidate the insurance policy.

20 (B) The commercial general liability insurance certificate must also state, and include
21 an endorsement, that the County of Fresno, its officers, agents, employees, and
22 volunteers, individually and collectively, are additional insureds insofar as the operations
23 under this Agreement are concerned. The commercial general liability insurance
24 certificate must also state that the coverage shall apply as primary insurance and any
25 other insurance, or self-insurance, maintained by the County shall be excess only and
26 not contributing with insurance provided under the Contractor's policy.

27 (C) The automobile liability insurance certificate must state that the policy covers any
28 auto used in connection with this Agreement.

1 (D) The professional liability insurance certificate, if it is a claims-made policy, must
2 also state the retroactive date of the policy, which must be prior to the date on which
3 services began under this Agreement.

4 9.7 Acceptability of Insurers. All insurance policies required under this Agreement must
5 be issued by admitted insurers licensed to do business in the State of California and possessing
6 at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.

7 9.8 Notice of Cancellation or Change. For each insurance policy required under this
8 Agreement, the Consultant shall provide to the County, or ensure that the policy requires the
9 insurer to provide to the County, written notice of any cancellation or change in the policy as
10 required in this paragraph. For cancellation of the policy for nonpayment of premium, the
11 Consultant shall, or shall cause the insurer to, provide written notice to the County not less than
12 ten (10) days in advance of cancellation. For cancellation of the policy for any other reason, and
13 for any other change to the policy, the Consultant shall, or shall cause the insurer to, provide
14 written notice to the County not less than thirty (30) days in advance of cancellation or change.
15 The County in its sole discretion may determine that the failure of the Consultant or its insurer to
16 timely provide a written notice required by this paragraph is a breach of this Agreement.

17 9.9 County's Entitlement to Greater Coverage. If the Consultant has or obtains insurance
18 with broader coverage, higher limits, or both, than what is required under this Agreement, then
19 the County requires and is entitled to the broader coverage, higher limits, or both. To that end,
20 the Consultant shall deliver, or cause its broker or producer to deliver, to the County's Risk
21 Manager certificates of insurance and endorsements for all of the coverages that have such
22 broader coverage, higher limits, or both, as required under this Agreement.

23 9.10 Waiver of Subrogation. The Consultant waives any right to recover from the County,
24 its officers, agents, employees, and volunteers any amounts paid under the policy of worker's
25 compensation insurance required by this Agreement. The Consultant is solely responsible to
26 obtain any policy endorsement that may be necessary to accomplish that waiver, but the
27 Consultant's waiver of subrogation under this paragraph is effective whether or not the
28 Consultant obtains such an endorsement.

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

4 (B) The County may voluntarily, or upon request by any member of the public or
5 governmental agency, disclose to the public or such governmental agency any record or
6 data that the Consultant may provide to the County, unless such disclosure is prohibited
7 by court order.

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

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

15 (E) This Agreement, and any record or data that the Consultant may provide to the
16 County, is subject to public disclosure as information concerning the conduct of the
17 people's business of the State of California under California Constitution, Article 1,
18 section 3, subdivision (b).

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

23 **10.4 Public Records Act Requests.** If the County receives a written or oral request
24 under the CPRA to publicly disclose any record that is in the Consultant's possession or control,
25 and which the County has a right, under any provision of this Agreement or applicable law, to
26 possess or control, then the County may demand, in writing, that the Consultant deliver to the
27 County, for purposes of public disclosure, the requested records that may be in the possession
28 or control of the Consultant. Within five (5) business days after the County's demand, the

1 Consultant shall (a) deliver to the County all of the requested records that are in the
2 Consultant's possession or control, together with a written statement that the Consultant, after
3 conducting a diligent search, has produced all requested records that are in the Consultant's
4 possession or control, or (b) provide to the County a written statement that the Consultant, after
5 conducting a diligent search, does not possess or control any of the requested records. The
6 Consultant shall cooperate with the County with respect to any County demand for such
7 records. If the Consultant wishes to assert that any specific record or data is exempt from
8 disclosure under the CPRA or other applicable law, it must deliver the record or data to the
9 County and assert the exemption by citation to specific legal authority within the written
10 statement that it provides to the County under this section. The Consultant's assertion of any
11 exemption from disclosure is not binding on the County, but the County will give at least ten (10)
12 days' advance written notice to the Consultant before disclosing any record subject to the
13 Consultant's assertion of exemption from disclosure. The Consultant shall indemnify the County
14 for any court-ordered award of costs or attorney's fees under the CPRA that results from the
15 Consultant's delay, claim of exemption, failure to produce any such records, or failure to
16 cooperate with the County with respect to any County demand for any such records.

17 **Article 11**

18 **Disclosure of Self-Dealing Transactions**

19 11.1 **Applicability.** This Article 11 applies if the Consultant is operating as a corporation,
20 or changes its status to operate as a corporation.

21 11.2 **Duty to Disclose.** If any member of the Consultant's board of directors is party to a
22 self-dealing transaction, he or she shall disclose the transaction by completing and signing a
23 "Self-Dealing Transaction Disclosure Form" (Exhibit C to this Agreement) and submitting it to
24 the County before commencing the transaction or immediately after.

25 11.3 **Definition.** "Self-dealing transaction" means a transaction to which the Consultant is
26 a party and in which one or more of its directors, as an individual, has a material financial
27 interest.

1 **Article 12**

2 **General Terms**

3 12.1 **Modification.** Except as provided in Article 6, "Termination and Suspension," this
4 Agreement may not be modified, and no waiver is effective, except by written agreement signed
5 by both Parties. The Consultant acknowledges that County employees have no authority to
6 modify this Agreement except as expressly provided in this Agreement.

7 12.2 **Non-Assignment.** Neither Party may assign its rights or delegate its obligations
8 under this Agreement without the prior written consent of the other Party.

9 12.3 **Governing Law.** The laws of the State of California govern all matters arising from
10 or related to this Agreement.

11 12.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno
12 County, California. Consultant consents to California jurisdiction for actions arising from or
13 related to this Agreement, and, subject to the Government Claims Act, all such actions must be
14 brought and maintained in Fresno County.

15 12.5 **Construction.** The final form of this Agreement is the result of the Parties' combined
16 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be
17 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement
18 against either Party.

19 12.6 **Days.** Unless otherwise specified, "days" means calendar days.

20 12.7 **Headings.** The headings and section titles in this Agreement are for convenience
21 only and are not part of this Agreement.

22 12.8 **Severability.** If anything in this Agreement is found by a court of competent
23 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in
24 effect, and the Parties shall make best efforts to replace the unlawful or unenforceable part of
25 this Agreement with lawful and enforceable terms intended to accomplish the Parties' original
26 intent.

27 12.9 **Nondiscrimination.** During the performance of this Agreement, the Consultant shall
28 not unlawfully discriminate against any employee or applicant for employment, or recipient of

1 services, because of race, religious creed, color, national origin, ancestry, physical disability,
2 mental disability, medical condition, genetic information, marital status, sex, gender, gender
3 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to
4 all applicable State of California and federal statutes and regulation.

5 12.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation
6 of the Consultant under this Agreement on any one or more occasions is not a waiver of
7 performance of any continuing or other obligation of the Consultant and does not prohibit
8 enforcement by the County of any obligation on any other occasion.

9 12.11 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
10 between the Consultant and the County with respect to the subject matter of this Agreement,
11 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,
12 publications, and understandings of any nature unless those things are expressly included in
13 this Agreement. If there is any inconsistency between the terms of this Agreement without its
14 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving
15 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the
16 exhibits.

17 12.12 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to
18 create any rights or obligations for any person or entity except for the Parties.

19 12.13 **Authorized Signature.** The Consultant represents and warrants to the County that:

20 (A) The Consultant is duly authorized and empowered to sign and perform its
21 obligations under this Agreement.

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

25 12.14 **Electronic Signatures.** The Parties agree that this Agreement may be executed by
26 electronic signature as provided in this section.

27 (A) An "electronic signature" means any symbol or process intended by an individual
28 signing this Agreement to represent their signature, including but not limited to (1) a

1 digital signature; (2) a faxed version of an original handwritten signature; or (3) an
2 electronically scanned and transmitted (for example by PDF document) version of an
3 original handwritten signature.

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

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

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

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

19 12.15 **Counterparts.** This Agreement may be signed in counterparts, each of which is an
20 original, and all of which together constitute this Agreement.

21 **Article 13**

22 **Subconsultants**

23 13.1 The Consultant may retain, as subconsultants, specialists in various disciplines as
24 the Consultant requires to assist in completing the work. All subconsultants used by the
25 Consultant shall be approved in writing by the Contract Administrator before they are retained
26 by the Consultant, approval of which shall not be unreasonably withheld. Those subconsultants
27 listed in Exhibit B, shall be considered as approved by the Contract Administrator. The
28

1 maximum amount of compensation to be paid to the Consultant under Article 3 Compensation,
2 Invoices, and Payments shall not be increased by any addition or substitution of subconsultants.

3 13.2 The Consultant shall be as fully responsible to the County for the negligent acts and
4 omissions of its consultants and/or subconsultants, and of persons either directly or indirectly
5 employed by them, in the same manner as persons directly employed by the Consultant.

6 13.3 Nothing contained in this Agreement shall create any contractual relationship
7 between the County and any of the Consultant's subconsultants, and no subconsultant
8 agreement shall relieve the Consultant of any of its responsibilities and obligations hereunder.
9 The Consultant agrees to be as fully responsible to the County for the acts and omissions of its
10 subconsultants and of persons either directly or indirectly employed by any of them as it is for
11 the acts and omissions of persons directly employed by the Consultant. The Consultant's
12 obligation to pay its subconsultants is a separate and independent obligation that is entirely
13 unrelated to the County's obligation to make payments to the Consultant.

14 13.4 The Consultant shall perform the work contemplated with resources available within
15 its own organization; and no portion of the work pertinent to this Agreement shall be
16 subcontracted without prior written authorization by the Contract Administrator, excepting only
17 those portions of the work and the responsible subconsultants that are expressly identified in
18 Exhibit B.

19 13.5 Any subcontract in excess of \$25,000 entered into as a result of this Agreement,
20 shall contain all the provisions stipulated in this Agreement to be applicable to subconsultants.

21 13.6 The Consultant shall pay its subconsultants within fifteen (15) calendar days from
22 receipt of each progress payment made to the Consultant by the County.

23 13.7 Any substitution of subconsultant(s) must be approved in writing by the Contract
24 Administrator in advance of assigning work to a substitute subconsultant.

25 **Article 14**

26 **Conflict of Interest**

27 14.1 The Consultant shall comply with the provisions of the Fresno County Department of
28 Public Works and Planning Conflict of Interest Code, attached as Exhibit D and incorporated by

1 this reference. Such compliance shall include the filing of annual statements pursuant to the
2 regulations of the State Fair Political Practices Commission including, but not limited to, portions
3 of Form 700.

4 14.2 During the term of this Agreement, the Consultant shall disclose any financial,
5 business, or other relationship with the County that may have an impact upon the outcome of
6 this Agreement, or any ensuing County construction project. The Consultant shall also list
7 current clients who may have a financial interest in the outcome of this Agreement, or any
8 ensuing County construction project, which will follow.

9 14.3 The Consultant certifies that it has disclosed to the County any actual, apparent, or
10 potential conflicts of interest that may exist relative to the services to be provided pursuant to
11 this Agreement. The Consultant agrees to advise the County of any actual, apparent or potential
12 conflicts of interest that may develop subsequent to the date of execution of this Agreement.
13 The Consultant further agrees to complete any statements of economic interest if required by
14 either County ordinance or State law.

15 14.4 The Consultant hereby certifies that it does not now have, nor shall it acquire any
16 financial or business interest that would conflict with the performance of services under this
17 Agreement. The Consultant hereby certifies that the Consultant or subconsultant and any firm
18 affiliated with the Consultant or subconsultant that bids on any construction contract or on any
19 agreement to provide construction inspection for any construction project resulting from this
20 Agreement, has established necessary controls to ensure a conflict of interest does not exist.

21 14.5 An affiliated firm is one which is subject to the control of the same persons, through
22 joint ownership or otherwise.

23 **Article 15**

24 **Errors or Omissions Claims and Disputes**

25 15.1 Definitions:

26 (A) "Consultant" is a duly licensed Architect or Engineer, or other provider of
27 professional services, acting as a business entity (owner, partnership, corporation, joint
28

1 venture or other business association) in accordance with the terms of an agreement
2 with the County.

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

12 15.2 If the Director believes the Consultant's work under this Agreement includes
13 negligent errors or omissions, or that the Consultant may otherwise have failed to comply with
14 the provisions of this Agreement, either generally or in connection with its duties as associated
15 with a particular Project; and that the cause(s) for a claim by the Consultant may be attributable,
16 in whole or in part, to such conduct on the part of the Consultant, then Consultant, upon notice
17 by the Director, the payments to the Consultant for such arguably deficient services shall be
18 held in suspense by the County until a final determination has been made, of the proportion that
19 the Consultant's fault bears to the fault of all other parties concerned.

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

2 **Ownership of Data**

3 16.1 All documents, including preliminary documents, calculations, and survey data,
4 required in performing services under this Agreement shall be submitted to, and shall remain at
5 all times the property of the County regardless of whether they are in the possession of the
6 Consultant or any other person, firm, corporation, or agency.

7 16.2 The Consultant understands and agrees the County shall retain full ownership rights
8 of the work product of the Consultant for the Project, to the fullest extent permitted by law. In
9 this regard, the Consultant acknowledges and agrees the Consultant's services are on behalf of
10 the County and are "works made for hire," as that term is defined in copyright law, by the
11 County; that the work product to be prepared by the Consultant are for the sole and exclusive
12 use of the County, and that the County shall be the sole owner of all patents, copyrights,
13 trademarks, trade secrets and other rights and contractual interests in connection therewith
14 which are developed and compensated solely under this Agreement; that all the rights, title and
15 interest in and to the work product will be transferred to the County by the Consultant to the
16 extent the Consultant has an interest in and authority to convey such rights; and the Consultant
17 will assist the County to obtain and enforce patents, copyrights, trademarks, trade secrets, and
18 other rights and contractual interests relating to said work product, free and clear of any claim
19 by the Consultant or anyone claiming any right through the Consultant. The Consultant further
20 acknowledges and agrees the County's ownership rights in such work product, shall apply
21 regardless of whether such work product, or any copies thereof, are in possession of the
22 Consultant, or any other person, firm, corporation, or entity.

23 16.3 If this Agreement is terminated during or at the completion of any Project phase,
24 electronic and reproducible copies of report(s) or preliminary documents shall be submitted by
25 the Consultant to the County, which may use them to complete the Project at a future time.

26 16.4 The files provided by the Consultant to the County are submitted for an acceptance
27 period lasting until the expiration of this Agreement (i.e., throughout the duration of the contract
28 term, including any extensions). Any defects the County discovers during such acceptance

1 period shall be reported to the Consultant and shall be corrected as part of the Consultant's
2 "Basic Scope of Work."

3 **Article 17**

4 **State Prevailing Wage Rates**

5 17.1 The Consultant shall comply with the State of California's General Prevailing Wage
6 Rate requirements in accordance with California Labor Code, Section 1770, and all Federal,
7 State, and local laws and ordinances applicable to the work.

8 17.2 Any subcontract entered into as a result of this Agreement if for more than \$25,000
9 for public works construction or more than \$15,000 for the alteration, demolition, repair, or
10 maintenance of public works, shall contain all of the provisions of this Article 17.

11 17.3 No Consultant or subconsultant may be awarded an Agreement containing public
12 work elements unless registered with the Department of Industrial Relations (DIR) pursuant to
13 Labor Code section 1725.5. Registration with DIR must be maintained throughout the entire term
14 of this Agreement, including any subsequent amendments.

15 **Article 18**

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

17 18.1 The Consultant warrants that this Agreement was not obtained or secured through
18 rebates, kickbacks or other unlawful consideration, either promised or paid to any County
19 employee. For breach or violation of this warranty, the County shall have the right, in its
20 discretion, to terminate this Agreement without liability; or to pay only for the value of the work
21 actually performed; or to deduct from this Agreement the price or consideration, or otherwise
22 recover, the full amount of such rebate, kickback or other unlawful consideration.

23 **Article 19**

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

25 19.1 The Consultant's signature affixed herein, and dated, shall constitute a certification
26 under penalty of perjury under the laws of the State of California that the Consultant has, unless
27 exempt, complied with, the nondiscrimination program requirements of Government Code
28 section 12990 and 2 CCR section 11102.

1 19.2 During the performance of this Agreement, the Consultant and its subconsultants
2 shall not deny this Agreement's benefits to any person on the basis of race, religious creed,
3 color, national origin, ancestry, physical disability, mental disability, medical condition, genetic
4 information, marital status, sex, gender, gender identity, gender expression, age, sexual
5 orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow
6 harassment against any employee or applicant for employment because of race, religious
7 creed, color, national origin, ancestry, physical disability, mental disability, medical condition,
8 genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual
9 orientation, or military and veteran status. The Consultant and subconsultants shall ensure that
10 the evaluation and treatment of their employees and applicants for employment are free from
11 such discrimination and harassment.

12 19.3 The Consultant and subconsultants shall comply with the provisions of the Fair
13 Employment and Housing Act (Government Code section 12990 et seq.) and the applicable
14 regulations promulgated thereunder (2 CCR section 11000 et seq.), the provisions of
15 Government Code section 11135 et seq., and the regulations or standards adopted by the
16 County to implement such provisions. The applicable regulations of the Fair Employment and
17 Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter
18 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this
19 Agreement by reference and made a part hereof as if set forth in full.

20 19.4 Consultant shall permit access by representatives of the Department of Fair
21 Employment and Housing and the County upon reasonable notice at any time during the normal
22 business hours, but in no case less than twenty-four (24) hours' notice, to such of its books,
23 records, accounts, and all other sources of information and its facilities as said Department or
24 the County shall require in order to ascertain compliance with the requirements of this Article 19.

25 19.5 The Consultant and subconsultants shall give written notice of their obligations under
26 this Article 19 to labor organizations with which they have a collective bargaining or other
27 agreement.

1 19.6 The Consultant and subconsultants shall include the nondiscrimination and
2 compliance provisions of this Article 19 in all subcontracts to perform work under this
3 Agreement.

4 **Article 20**

5 **Executive Order N-6-22**

6 20.1 Under Executive Order N-6-22 as a consultant, subconsultant, or grantee,
7 compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is
8 required, including with respect to, but not limited to, the federal executive orders identified in
9 the EO and the sanctions identified on the U.S. Department of the Treasury website
10 ([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)
11 [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
12 termination of contracts or grants, as applicable.

13 **Article 21**

14 **Contingent Fees**

15 21.1 The Consultant warrants, by execution of this Agreement that no person or selling
16 agency has been employed, or retained, to solicit or secure this Agreement upon an agreement
17 or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona
18 fide employees, or bona fide established commercial or selling agencies maintained by the
19 Consultant for the purpose of securing business. For breach or violation of this warranty, the
20 County has the right to: annul this Agreement without liability, and to pay only for the value of
21 the work actually performed; or in its discretion to deduct from the Agreement the price or
22 consideration, or otherwise recover, the full amount of such commission, percentage,
23 brokerage, or contingent fee.

24 **Article 22**

25 **Inspection Of Work**

26 22.1 The Consultant and any subconsultant shall permit the County, and the state of
27 California, to review and inspect the Project activities and files at all reasonable times during the
28 performance period of this Agreement including review and inspection on a daily basis.

1 **Article 23**

2 **Safety**

3 23.1 Consultant shall comply with OSHA regulations applicable to Consultant regarding
4 necessary safety equipment or procedures. Consultant shall comply with safety instructions
5 issued by the County Safety Officer and other County representatives. Consultant personnel
6 shall wear hard hats and safety vests at all times while working on any Project-related
7 construction site.

8 23.2 Pursuant to the authority contained in Vehicle Code section 100 et seq., the County
9 has determined that such areas are within the limits of the Project and are open to public traffic.
10 Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15
11 of the Vehicle Code. Consultant shall take all reasonably necessary precautions for safe
12 operation of its vehicles and the protection of the traveling public from injury and damage from
13 such vehicles.

14 23.3 Any subcontract entered into as a result of this Agreement shall contain all of the
15 provisions of this Article 23.

16 **Article 24**

17 **Confidentiality Of Data**

18 24.1 All financial, statistical, personal, technical, or other data and information relative
19 to the County's operations, which are designated confidential by the County and made available
20 to the Consultant in order to carry out this Agreement, shall be protected by the Consultant from
21 unauthorized use and disclosure.

22 24.2 Permission to disclose information on one occasion, or public hearing held by the
23 County relating to the Agreement, shall not authorize the Consultant to further disclose such
24 information, or disseminate the same on any other occasion.

25 24.3 The Consultant shall not comment publicly to the press or any other media regarding
26 this Agreement or the County's actions on the same, except to the County's staff, the
27 Consultant's own personnel involved in the performance of this Agreement, at public hearings or
28 in response to questions from a Legislative committee.

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

2 Arup

COUNTY OF FRESNO

3
4 *Brooke DuBose*

Garry Bredefeld

5 Brooke DuBose, Associate Principal
6 560 Mission Street, Suite 700
San Francisco, CA 94105

Garry Bredefeld, Chairman of the Board of
Supervisors of the County of Fresno

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

10 By: *Hanano*
Deputy

11 For accounting use only:

12 Org No.: 45104513
13 Account No.: 7295
Fund No.: 0010
14 Subclass No.: 11000

Scope of Work

One round of revisions is assumed for all deliverables unless otherwise noted.

Task 0: Project management

0.1 Kick-off meeting

At the project's inception, the Arup team will convene a kickoff meeting with County staff to review goals, key issues, milestones, and deliverables. During this meeting, Arup will introduce the full team, confirm communications protocols, and clarify the County's project management and administrative expectations

0.2 Project meetings

Our Project Manager and key staff will facilitate biweekly project team meetings through the duration of the project to discuss active and upcoming tasks. Arup will provide agendas, relevant materials, and a running summary that captures action items, discussion topics and decision-points.

0.3 Invoicing

Arup will submit monthly invoices and progress reports that document the status of deliverables and the project budget.

Task 0 Deliverables

- Kick-off meeting, including agenda preparation and facilitation
- Biweekly check-in meetings, including agenda preparation, facilitation and meeting notes (up to 40)
- Monthly progress report and invoice (up to 20)

Task 1: Review of existing plans, guidelines and policies

Arup will begin with a focused review of existing plans, policies, and data relevant to western Fresno County for the Fresno County Climate Resilience Plan. It will include federal and state climate adaptation guidelines and data sources (such as FHWA Climate Change Adaptation Guide for Transportation Systems and California Fifth Climate Assessment) and local plans and studies (such as Fresno County Multi-Jurisdictional Hazard Mitigation Plan and Fresno County Regional Transportation Plan & Sustainable Communities Strategy). The goal of this task will be to focus on western Fresno County to capture the most applicable information for the study area. Arup will identify and review local studies and plans, such as the flood modelling studies of Panoche Creek by USACE and Mendota Dam. A summary report will highlight key findings and opportunities, establishing a shared understanding of the latest planning, projects, existing conditions data, and climate science that will inform the project alternatives and design process of adaptation strategies.

Task 1.1 Deliverables:

- Memo summarizing the findings from the plan, guidelines, and policy review

Task 2: Update extreme weather and climate projections for Fresno County

This task will provide a comprehensive understanding of climate change impacts for western Fresno County.

Task 2.1 Narrative assessment

Arup will identify and describe the key hazards / locations and specific issues unique to western Fresno County. This will be a desktop study to provide clarity on climate impacts and understand what additional hazard data is available, particularly for drought and subsidence which were not included in the 2025 Fresno COG Climate Resiliency Plan. The study will include:

- Multi-hazard assessment: Hazards will include extreme heat, precipitation, flooding, wildfire, drought, subsidence, and landslides.
- Climate hazards timeline: Hazards will be summarized by year to provide a timeline of impacts for an agreed climate scenario, such as SSP5-8.5 / RCP8.5 used in the 2025 Fresno COG Climate Resiliency Plan. Arup will develop a Climate Change Narrative Assessment Memo and include the preliminary hazard maps.

Task 2.2 Detailed Hazard Analysis

Arup will begin with a detailed hazard analysis, building directly on the 2025 Fresno COG study. Arup will assess the frequency and intensity of hazard events, such as floods or wildfires, and how they may change over time. Global surface temperature change Climate scenarios are helpful for understanding how the planet may warm over the course of the century and planning accordingly for the changes in local weather and climate hazards.

Task 2 Deliverables

- Climate Change Narrative Assessment Memo (Task 2.1)
- Climate Hazards Analysis Summary Report (Task 2.2)

Task 3 Conduct transportation system risk analysis and identify a preliminary list of transportation improvement projects

Task 3.1 Transportation System Risk Analysis

The transportation system risk analysis methodology aims to communicate results in a consistent manner across all hazards and assets. Developing a common language enables comparison of risk across the hazard-asset pairs. Arup's analysis will focus on disruption to the transportation system (i.e., downtime).

For a given asset and hazard, the methodology to assess risk follows the four steps:

- 1) Hazard: Assess hazards to identify the likelihood and intensity.
- 2) Exposure: Identify assets exposed to each hazard and understand their characteristics (e.g., elevation of bridges).
- 3) Vulnerability: Determine how different hazard levels, like flood depths, trigger impacts to transportation asset and communities that depend on them.
- 4) Risk: Measure how likely an impact is and what its consequences will be. The types of consequences, or risk metrics, may include financial, operational, or health and safety metrics.

Task 3.2 Identify preliminary list of transportation improvement projects

Arup will develop a preliminary list of 10-20 high-risk hazard-asset pairs, such as a specific section of a state route prone to flooding. This initial list will be broad, covering various climate risks in western Fresno County. Arup will then narrow it down in later tasks based on stakeholder feedback and specific project criteria.

Task 3 Deliverables

- Transportation Risk Assessment Report with annotated map (Task 3.1)
- Criteria for determining high risk project areas, provided in MS PowerPoint (Task 3.2)
- Preliminary list of transportation improvement projects (high risk hazard-asset pairs and respective locations), provided in MS Excel (Task 3.2)

Task 4 Collaboration and community outreach

The Arup team brings deep experience designing and facilitating engagement strategies that elevate the voices of historically underserved communities, particularly rural, low-income, Spanish-speaking, and farmworker populations who are most vulnerable to climate change impacts in Fresno County. The Arup team will specifically work with the Department of Public Health to inform our outreach to disadvantaged communities. Our objectives for community outreach include:

- Validating the technical analysis with lived experience from community members
- Engaging the community and key stakeholders in identifying projects
- Receiving feedback from the community on proposed adaptation solutions

Arup will achieve this objective through engaging both technical experts and the broader community at key junctures over the course of this project.

Task 4.1 Climate adaptation planning policy review committee

The Arup team will assist the County in establishing the Climate Adaptation Planning Policy Review Committee (CAPRC), working closely with County staff to identify and recruit a diverse cross-section of stakeholders.

The Arup team will facilitate and provide meeting materials and agendas in English and Spanish. The County will coordinate the logistics of these meetings including sending meeting invitations to the group. Arup anticipates engaging CAPRC up to four (4) times over the course of the project to provide input, review and feedback.

Task 4.2 Technical Charettes

Arup will hold two in-person, collaborative workshops with key stakeholders to develop a comprehensive, relevant, and locally informed set of solutions that ensure alignment with existing expertise and plans, detailed in the following bullets. The charette participants are likely to be a subset of the CAPRC.

- Charette #1: Will be held during Task 5.1 to identify and confirm preliminary project list and identify adaptation solution typologies. Participants will discuss existing and potential solutions and implementation challenges.

- Charette #2: Will be held during Task 7.1 to inform project definition for top five projects with the goal of identifying and addressing the conditions and risks relevant to each five projects to advance solutions that inspire partnerships and funding.

Task 4.3 Community Resilience

The Arup team will develop a detailed demographic and socioeconomic profile to understand who lives in the region and the systemic challenges they face. The community resilience profile will help define target audiences for public engagement, map the unique communities of western Fresno County, and identify opportunities and challenges for building resilience.

The analysis will focus on key indicators such as race and ethnicity, age, English proficiency, income, pollution burden, public health, and access to essential services like parks and healthy food. Using trusted, equity-focused sources—CalEnviroScreen, the County Health Department, and the American Community Survey—Arup will conduct GIS mapping and analysis to visualize geographic disparities and community vulnerabilities. The resulting maps will be accessible, action-oriented tools to guide engagement, elevate local voices, and inform decision-making throughout the planning process.

Task 4.4 Public Outreach Plan and Implementation

Following the demographic scan, the Arup team will develop a Public Outreach Plan (POP) that is grounded in local context and tailored to the needs of our target audience. Special attention will be paid to reducing barriers to participation, including providing translation and interpretation in Spanish and English and other languages as needed.

The Arup team will prepare analysis and design content for use in public engagement materials that provide visualizations of existing conditions and conceptual adaptation designs. All materials will be translated into English and Spanish with additional languages determined following the completion of the demographic profile in Task 4.2. Spanish speaking staff will participate in all events to ensure information is interpreted in Spanish, as well as English.

Task 4 Deliverables

- CAPRC membership roster and draft invitation language (Task 4.1)
- Materials for up to four (4) meetings including agendas, minutes, meeting memos, and slide decks (Task 4.1)
- Charette materials and summary memos with key takeaways provided as PDFs (Task 4.2)
- Community demographic profile memo, provided as a PDF with maps included (Task 4.3)
- Public Outreach Plan, including outreach calendar, provided as a PDF (Task 4.4)
- Materials developed for each outreach activity and associated translations (Task 4.4)
- Meeting summaries and engagement documentation (Task 4.4)

Task 5: Develop a draft transportation improvement project list and categorize them by short-, medium- and long-term projects

Task 5.1 Develop solutions typologies

The Arup team will develop a draft list of adaptation solutions tailored to the specific climate risks facing western Fresno County's transportation system. These solutions can be organized using a "protect, accommodate, or retreat" framework. The Arup team will also consider nature-based solutions, such as vegetated swales or floodplain restoration, that reduce impacts while offering co-benefits like habitat and open space. The solutions may address both near- and long-term needs, including pavement rehabilitation, preventative bridge maintenance, capital investments, soil stabilization, and more.

Arup will first develop an order of magnitude cost estimate for each solution type to support early financial planning. Arup will then create a list of these solution types to address the identified risks.

Task 5.2 Develop Project Prioritization Criteria

To guide the selection of top-priority projects, Arup, in consultation with the County, will develop a set of criteria to evaluate the preliminary project list. This framework will consider aspects such as:

- The severity and likelihood of transportation-related impacts
- The availability and feasibility of effective adaptation solutions
- Enhancement of planned projects, or complementing under resourced projects
- The potential for co-benefits, such as advancing equity, addressing multiple hazards, or supporting local ecological and economic goals
- Alignment with other County and other agency priorities

Task 5.3 Prioritized project list

The full list of project locations will be scored, and organized into three categories::

- Short-term projects: Low-cost, "no-regret" actions that address urgent risks in priority locations or help avoid escalating maintenance costs or safety threats. The top five projects will be selected from those rising to the top of this shortlist.
- Medium-term projects: Projects that address emerging risks and can be monitored for increasing urgency over the next five years.
- Long-term projects: Lower-priority or lower-risk projects that may be implemented beyond a five-year horizon, often requiring more extensive planning or coordination.

Task 5 Deliverables

- Solutions typologies matrix (Task 5.1)
- List and PDF map of short-, medium- and long-term projects (Task 5.2)
- Top five project list (Task 5.3)

Task 6: Develop planning level cost for the identified improvement projects

Task 6.1 Identify ROM costs for solution typologies

The goal of this task is to provide planning level costs for the prioritized improvement projects. Arup will develop preliminary cost estimates for each of the solution types. These estimates will be based on unit prices from our internal data and public sources, providing a reliable starting point for funding decisions. After the priority project descriptions have been developed under Task 7, Arup will prepare Class 5 ROM cost estimates for the top five projects and their alternatives (10 to 15 in total). The outputs will include a summary of the costs and a narrative outlining the methodology, assumptions, and exclusions. The estimates will inform the final project description and support the decision-making process around funding for these options. Cost estimates will align with the Association for the Advancement of Cost Engineering International (AACEi) levels.

The cost estimate will use parametric unit prices based on Arup's internal databases, and publicly available sources. The result will be a Class 5 Estimate that will support the decision-making process around funding the 10-15 different solution typologies.

Task 6.2 Develop Planning Level Costs for Top 5

After the top five project descriptions have been developed under Task 7, Arup will prepare Class 5 ROM cost estimates for the top five projects and their alternatives (10 to 15 in total). The estimates will support the decision-making process around funding for these options. In addition to preloaded and adjustable assumptions (such as sizing and treatments) the estimates will incorporate percentage adjustments for design complexity and constructability. The outputs of this assessment will be a summary of costs and a narrative outlining the methodology, assumptions, and exclusions of the estimate.

6.3 Refine Planning Level Costs for Project Descriptions

Once the selected alternative for the top five projects has been further refined (to approximately 10% design), per Task 7.3, Arup will develop an updated cost estimate (Class 4 Concept Feasibility estimate per AACEi) to inform the final project descriptions. The outputs will be a summary of the costs, and a narrative outlining the methodology, assumptions, exclusions and any key changes from the previously submitted Class 5 Estimate.

Task 6 Deliverables

- Class 5 rough order of magnitude costs for the solution typologies identified in Task 5.1. (Task 6.1)
- Refined Class 5 rough order of magnitude cost estimates for top five projects identified in Task 7.2. (Task 6.2)
- Class 4 Concept Feasibility cost estimates for top five projects, for incorporation into Task 7.3. (Task 6.3)

Task 7: Select top 5 most climate vulnerable projects and conduct climate risk assessments

In this task, the Arup team will conduct site-specific analyses for each of the selected top five projects to define viable solutions and evaluate alternatives.

7.1 Project definition

As a first step, Arup will work with the County to identify the top priority locations and define the proposed solutions. This will include assessments of the sites, and identifying property ownership and relevant stakeholders as follows:

Site assessment: This will include a desktop review to evaluate existing conditions such as topographical, geotechnical, and hydrological information. Findings will be ground-truthed through site visits to gather observations and evaluate areas of uncertainty. The site assessment will focus on the identified climate hazards and the potential cascading relationships and may include the following: Extreme heat: transit amenities assessment, exposed continuous pavement segments, lack of shade; Precipitation/Flooding: flood depth modeling, stormwater management modeling; Wildfire: ecosystem health assessment, assessment of evacuation / wildfire mitigation plans; Drought/subsidence: groundwater management review; Landslides: landslide mechanisms, magnitude/ frequency, geotechnical ground conditions

Ownership assessment: The Arup team will assess the jurisdictional boundaries and determine which public agencies, private entities, or other organizations need to be involved. This task will also explore regulatory constraints and potential funding sources to support implementation.

Stakeholder assessment: The Arup team will identify and analyze the key stakeholders who use or are impacted by the site. This includes understanding how the site is used, what concerns stakeholders may have, and whether there are any conflicts or competing interests. Building on the assessments, the Arup team will explore a range of potential adaptation strategies. This includes identifying "no-regrets" solutions that can be implemented in the near term, as well as more complex, long-term options. The Arup team will also consider whether similar efforts are underway in the region and how policies or procedures could support implementation by enhancing existing or upcoming projects. Project descriptions will outline alternative options and highlight key considerations. The outputs of this subtask will be summarized in a memo.

7.2 Project alternatives

The Arup team will develop and evaluate up to two to three design alternatives for each project site and in Task 7.3, these will be enhanced as renderings. Arup will present the proposed alternatives to the CAPRC to gather feedback and refine the options. To guide the discussion, Arup will use prompts such as:

- Which alternatives offer meaningful co-benefits for western Fresno County residents and vulnerable populations?
- What barriers might hinder implementation?
- Which alternatives are “low regret”— offering strong benefits with minimal cost or risk?
- What is the optimal mix of alternatives, and how can they complement existing efforts in the area?

Each alternative will be evaluated using a set of agreed-upon criteria, such as no-regret solutions. Criteria may include:

- Affordability – estimated cost and potential funding pathways

- Suitability – alignment with site conditions, land ownership, and stakeholder needs
- Effectiveness – ability to reduce risk and enhance resilience
- Co-benefits – additional social, environmental, or economic benefits

Based on the evaluation and stakeholder input, the Arup team will guide the selection of a preferred alternative—or a combination of alternatives—for each site. This selection will become the basis of the final phase of design and implementation planning.

7.3 Preferred Alternatives & Implementation Strategies

In this final stage of developing project descriptions, Arup will synthesize all previous work into clear, actionable project descriptions that are ready for funding applications and integration into local planning and capital improvement processes. The implementation strategy for each project will include:

- Coordination needs
- Financial and management planning
- Timing and phasing
- Feasibility considerations
- Performance indicators
- Any recommended technical studies, site surveys, data collection or assessments to inform future design

The Arup team will enhance visual materials for each project with updated renderings, diagrams, and drawings to clearly convey design intent and benefits. Urban design and landscape architecture will shape proposed improvements — such as parks, open spaces, trails, detention basins, and complete streets. For each of the top five sites, the Arup team will prepare a 10% conceptual plan (approximately 50-scale) in CAD formatted over aerial photo imagery on a title block). Plans will indicate existing and proposed conditions with conceptual line work and labels. For each of the top five sites, the Arup team will also develop cross sections with rough sizing and renderings to support cost estimation. Design completion is expected to reach approximately 10%, commensurate with available budget.

Task 7 Deliverables

- Top 5 project assessments and written concepts, in Memo format, based on desktop review and groundtruthing surveys (Task 7.1)
- Project alternatives for top 5 projects, in PDF format (Task 7.2)
- Draft & final project descriptions, in PDF format (Task 7.3)

Task 8: Policies, programs & procedures

This task identifies opportunities to strengthen County-wide policies, programs, and procedures to address transportation-related climate hazards. It complements the hazard identification and project prioritization work by creating the institutional foundation needed to support both near-term and long-term resilience across the transportation system.

Task 8.1 Benchmarking assessment

The Arup team will begin by conducting a benchmarking assessment to evaluate how well current County policies and procedures support climate adaptation in transportation. This includes:

- Reviewing existing plans and policies—such as the Local Hazard Mitigation Plan (LHMP), General Plan, and Safety Elements—to assess whether climate adaptation is explicitly considered in transportation planning and operations.
- Developing a best practice checklist to guide the assessment, drawing from leading examples in climate-resilient transportation planning.
- Engaging key stakeholders through targeted interviews with local agency staff, including emergency management, flood control, land and forest managers, CALFIRE, and transportation operations teams. These conversations will surface practical insights into current practices, challenges, and opportunities for improvement.
- Identifying best practices that are contextually appropriate for western Fresno County, ensuring that recommendations are both ambitious and achievable.
- Benchmarking local agency efforts against these best practices to highlight where the County is leading and where there are opportunities to strengthen resilience.

The findings will be compiled into a summary memo.

Task 8.2 Policies, programs & procedures recommendations

Based on the benchmarking results, the Arup team will develop a set of targeted recommendations to institutionalize climate resilience across County transportation planning and decision-making. To develop recommendations aligned with this adaptation planning effort, the Arup team will compare the draft climate project list against best practice benchmarks to identify policy gaps and areas for alignment. Arup's final recommendations will:

- Propose mechanisms to embed adaptation into County planning, budgeting, and capital improvement processes.
- Identify funding and governance strategies to support implementation and long-term sustainability.
- Encourage cross-agency collaboration to reduce systemic risks and improve coordination across departments and jurisdictions. Recommendations will be organized into clear strategies that address policies, programs, and procedures within the County's locus of control.

Task 8 Deliverables

- Benchmarking report, delivered in a Word document (Task 8.1)
- Recommendations, delivered in a Word document (Task 8.2)

Task 9: Develop the draft plan and publish the draft plan for public review

For this task, Arup will collaborate with Fresno County staff to understand the audience, define key concepts and content, and identify the appropriate look and feel of the Plan. The

final plan will be an engaging and accessible document that communicates the analysis process, key outcomes, and next steps.

Task 9.1 Administrative draft plan

Arup will develop and submit a proposed outline of a Climate Adaptation Plan based on the scope information and outcomes of each task. Arup will address and incorporate comments and suggestions from the County and will then prepare and submit an administrative draft Climate Adaptation Plan for review and comment by the County, CAPRC and Caltrans. Arup has allowed for one round of consolidated comments.

Task 9.2 Public draft plan

Arup will publish the Draft Climate Adaptation Plan, that addresses County, CAPRC and Caltrans feedback, for a 30-day public review. Fresno County staff will provide consolidated comments to Arup, and Arup will provide a response to technical comments. Comments that refer to policy or process issues outside the remit of this investigation will be addressed by County staff.

Task 9.3. Final plan

Following public review, Arup will address and incorporate comments from the Public or the County into the Final Plan.

Task 9 Deliverables

- Annotated outline of final plan (Task 9.1)
- Administrative draft plan (Task 9.1)
- Public draft plan (Task 9.2)
- Final plan, in Word and PDF (Task 9.3)

Task 10: Plan adoption

The goal of this task is to support the County in packaging and submitting project deliverables in a presentation to the County and relevant Committees for approval.

Task 10.1 Plan presentation

Arup will prepare and deliver a final 15-minute presentation summarizing the Climate Adaptation Plan to the Planning Commission, the Board of Supervisors. Arup will coordinate a suitable time with Fresno County to optimize stakeholder attendance.

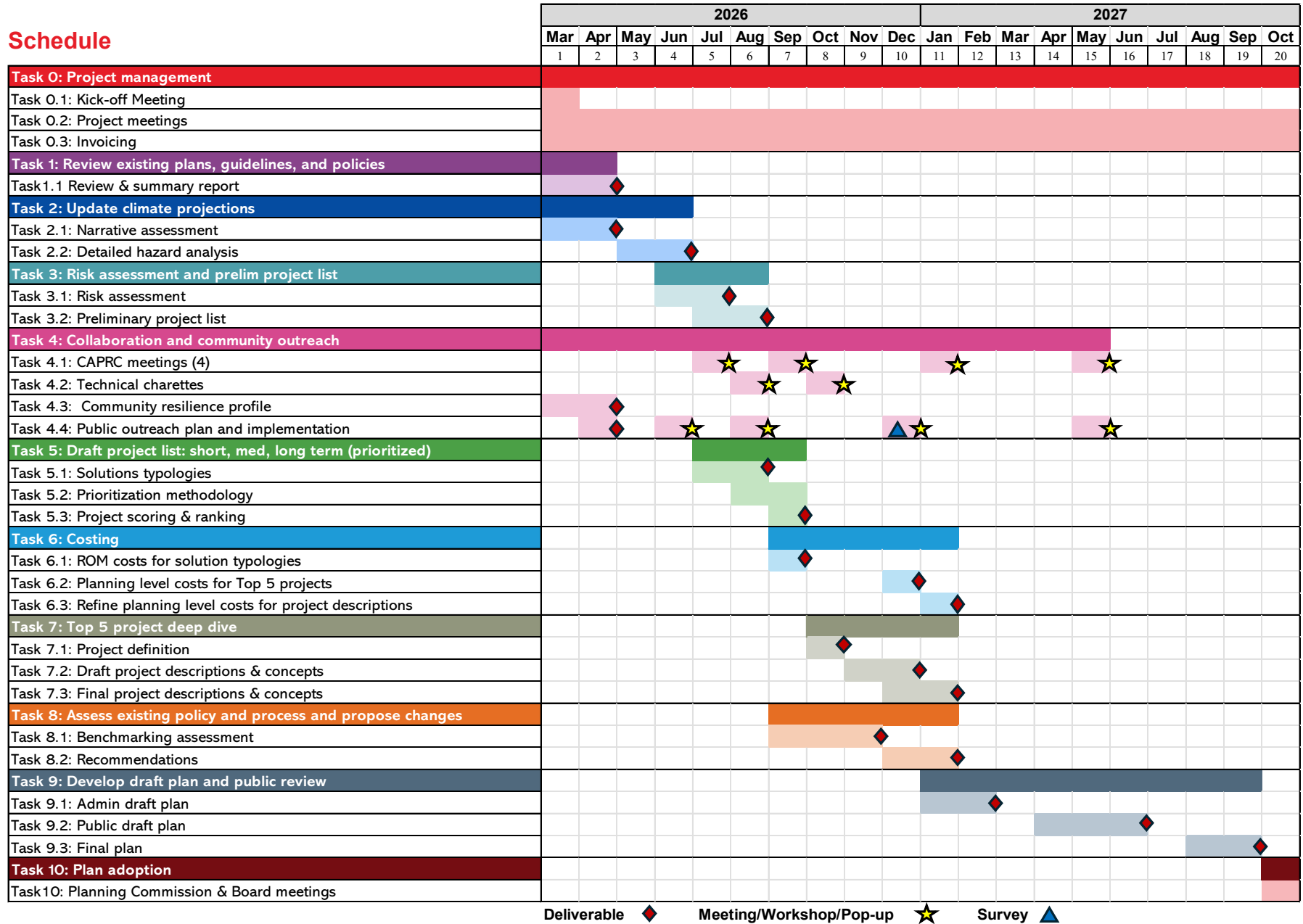
Task 10.2 Final plan submission

Following the presentation, Arup will review the plan to incorporate any final comments from the Committees for incorporation into the Task 9.3 Final Plan.

Task 10 Deliverables

- PowerPoint presentation deck (Task 10.1)
- Delivery of PowerPoint presentation to the Planning Commission and the Board of Supervisors for acceptance (Task 10.1)
- Submission of final plan (Task 10.2)

Schedule



Title	Hourly billing rate (USD)	Potential Roles
Principal	\$430-535	Project Director
Associate Principal	\$325-455	Project Director; Assc. Principal Engineer: Heat SME, Civil Engineer
Associate	\$290-350	Project Manager; Deputy Project Manager; Assc. Engineer: Geotech, flood, bridges, structures; Assc. Principal Engineer: Heat SME, Civil Engineer; Assc. Cost Estimator
Senior Engineer/Consultant II	\$275-310	Project Manager; Deputy Project Manager; Assc. Engineer: Geotech, flood, bridges, structure; Assc. Cost Estimator
Senior Engineer/Consultant I	\$210-305	Deputy Project Manager; Senior Engineer: Risk Analyst, Resilience Engineer; Senior Planner: Resilience; Senior Planner: Transportation; Assc. Engineer: Geotech, flood, bridges, structures; Assc. Cost Estimator
Engineer/Consultant III	\$185-240	Senior Engineer: Risk Analyst, Resilience Engineer; Planner: Transportation; GIS Analyst
Engineer/Consultant II	\$175-215	Planner: Transportation; GIS Analyst
Engineer/Consultant I	\$155-200	Planner: Transportation; GIS Analyst
Project Administration	\$130	Project Admin, Billing Analyst, Document
P&P		
Principal Engineer	\$235-\$295	Principal Engineer
Senior Engineer	\$188-\$225	Senior Engineer
Associate Engineer	\$149-\$180	Associate Engineer
Assistant Engineer	\$128-\$156	Assistant Engineer
WRT		
Principal	\$275	Principal-in-Charge
Professional Level IV / Project Manager	\$220	Sr Adaptation Planner
Professional Level III	\$195	
Professional Level II	\$145	Designer L2
Professional Level I	\$130	Designer L1
Administrative Support	\$125	
UDD		
Engagement Lead	\$225	Engagement Lead
Engagement Specialist	\$90	Engagement Specialist

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:	N/A	Date:	1/22/2026
Job Title:	N/A		
(2) Company/Agency Name and Address:			
N/A			
(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):			
N/A			
(5) Authorized Signature			
Signature:		Date:	
	Digitally signed by Brooke DuBose Date: 2026.01.22 10:52:20 -08'00'		

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BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF FRESNO
STATE OF CALIFORNIA

In the matter of)
Amendment of Standard Conflict of) No.
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 PWP
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I hereby approve the foregoing reported information for our department:

<u>stwhite 12/28/2023 9:48:57 AM</u> Department Head Signature / Date	[Sign] Double click!
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Note: Government Code Section 87306 requires that when an agency (e.g., your department) has determined that amendments or revisions are necessitated by changed circumstances, the amendments or revisions shall be submitted to the code reviewing body within 90 days after the changed circumstances have become apparent.

EXHIBIT "A"
PUBLIC WORKS AND PLANNING

<u>Classification</u>	<u>Category</u>
Accountant I / II	2
Architect	1
Building Inspector I / II	1
Building Plans Engineer	1
Chief Building Inspector	1
Chief of Field Surveys	1
Consultant	*
<u>Deputy Director of Planning</u>	<u>1</u>
Deputy Director of Public Works	1
Development Services & Capital Projects Manager	1
Director of Public Works and Planning	1
Disposal Site Supervisor	2
Engineer I / II / III	1
Field Survey Supervisor	3
Financial Analyst I / II / III	1
Housing Rehabilitation Specialist I / II	1
Information Technology Analyst I / II / III / IV	2
Landfill Operations Manager	1
Planner I / II / III	1
Planning and Resource Management Official	1
Principal Accountant	1
Principal Planner	1
Principal Staff Analyst Program Manager	1
Public Works and Planning Business Manager	1
<u>Public Works and Planning Finance Division Manager</u>	<u>1</u>
Public Works and Planning Information Technology Manager	1
<u>Departmental Information Technology Manager</u>	<u>1</u>
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.

EXHIBIT "B"

PUBLIC WORKS AND PLANNING

1. Persons in this category shall disclose all reportable investments, interests in real property, sources of income (including gifts), and business positions. Financial interests (other than gifts) are reportable only if located within or subject to the jurisdiction of Fresno County, or if the business entity is doing business or planning to do business in the jurisdiction, or has done business within the jurisdiction at any time during the two years prior to the filing of the statement. Real property shall be deemed to be within the jurisdiction of the County if the property or any part of it is located within or not more than two miles outside the boundaries of the County (including its incorporated cities) or within two miles of any land owned or used by the County.
2. Persons in this category shall disclose all reportable investments in, income from (including gifts), and business positions with any business entity which, within the last two years, has contracted or in the future foreseeably may contract with Fresno County through its Public Works and Planning Department, Solid Waste Commissions within the jurisdiction, or to any other joint powers agency which Fresno County is a member to provide services, supplies, materials, machinery, or equipment to the County.
3. Persons in this category shall disclose all interests in real property within the jurisdiction of Fresno County. Real Property shall be deemed to be within the jurisdiction if the property or any part of it is located within or not more than two miles outside the boundaries of Fresno County (including its incorporated cities) or within two miles of any land owned or used by the County.



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

Conflict of Interest Code of the County of Fresno

[Email Me] Double click!

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

AGENCY: Public Works and Planning

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

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

Denis E. Sodal [Sign] Double click!
Clerk of the Board of Supervisors

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

OTHER ACTION (IF ANY): N/A

Denis E. Sodal [Sign] Double click!
Clerk of the Board of Supervisors