

**AGREEMENT FOR
SAFE STREETS FOR ALL ACTION PLAN SERVICES**

This Agreement for Professional Services ("the Agreement") is made and entered into this 25th day of March 2025 ("Effective Date"), by and between the County of Fresno, a political subdivision of the State of California, ("the County"); and TJKM Transportation Consultants, a California Corporation, whose address is 4305 Hacienda Drive, Suite 550, Pleasanton, CA 94588 (hereinafter referred to as the "Consultant").

Recitals

A. The County's Department of Public Works and Planning ("Department") desires to retain the Consultant to update and expand the existing Local Road Safety Plan to include all required Safe Streets for All ("SS4A") action plan components ("Project"), thus enabling the County to apply for SS4A implementation grant funding.

B. The Consultant represents that it is able to provide these professional services subject to the terms and conditions of this Agreement.

C. The Department has selected Consultant in accordance with the Ordinance Code Fresno County, Chapter 4.10 on the selection of architects, engineers, and other professionals to provide these services.

The parties therefore agree as follows:

Article 1

Consultant's Services

1.1 **Scope of Services.** The Consultant shall perform planning services required for the Project, as provided in Exhibit A to this Agreement, entitled "Scope of Services," attached and incorporated by this reference.

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

1.3 **Compliance with Laws.** The Consultant shall, at its own cost, comply with all applicable Federal, state, and local laws and regulations in the performance of its obligations

under this Agreement, including but not limited to workers compensation, labor, and confidentiality laws and regulations.

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

1.5 The Consultant may retain, as subconsultants, specialists as the Consultant requires to assist in completing the work in accordance with Article 14 Subconsultants and Article 19 Disadvantaged Business Enterprises. The subconsultants shall be listed in Exhibit B, attached and incorporated by this reference.

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

Article 2

County's Responsibilities

2.1 The County designates the following individual as the Contract Administrator for this Agreement on behalf of the County, who 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"):

Erin Haagenson, Program Manager

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

559-388-7292

ehaagenson@fresnocountyca.gov

2.2 The County shall provide an individual Project Administrator to serve as a representative of the County to oversee and collaborate grant implementation, and to interface with funding agencies to ensure compliance.

2.3 The County shall issue a Notice to Proceed for tasks based on the Cost Proposal in Exhibit C.

2.4 The County shall examine documents submitted and render timely decisions pertaining to those documents.

2.5 The County shall examine documents submitted to the County by the Consultant and timely render decisions pertaining to those documents.

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

Article 3

Compensation, Invoices, and Payments

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

3.2 **Maximum Compensation.** The maximum compensation to be paid under this Agreement is \$879,039. The Contractor acknowledges that the County is a local government entity and does so with notice that the County's powers are limited by the California Constitution and by State law, and with notice that Contractor may receive compensation under this Agreement only for services performed according to the terms of this Agreement and while this Agreement is in effect, and subject to the maximum amount payable under this section. The Contractor further acknowledges that County employees have no authority to pay the Contractor except as expressly provided in this Agreement.

1 3.3 **Consultant Fee.** The approved Consultant's Cost Proposal is attached as Exhibit C,
2 entitled "Cost Proposal" and incorporated by this reference as though fully set forth herein. If there
3 is any conflict between the provisions set forth in the text of this Agreement and the approved
4 Cost Proposal, this Agreement shall take precedence.

5 3.4 **Invoices.** The Consultant shall submit invoices electronically to
6 PWPBusinessOffice@fresnocountyca.gov. The Consultant shall submit each invoice within sixty
7 (60) days after the month in which the Consultant performs services and in any case within sixty
8 (60) days after the end of the term or termination of this Agreement. Invoices shall clearly identify
9 the Phase and Task of the work, the Notice to Proceed number and the date(s) on which the work
10 was performed and shall be submitted with the documentation identified in Article 3, Section 3.7
11 Invoice Documentation.

12 3.5 **Payment.** The County shall remit any payment to the Consultant's address specified
13 in the invoice. Upon receipt of a proper invoice, the Contract Administrator will take a maximum
14 of ten (10) working days to review, approve, and submit it to the County Auditor-
15 Controller/Treasurer-Tax Collector. Unsatisfactory or inaccurate invoices will be returned to the
16 Consultant for correction and resubmittal. Payment will be issued to the Consultant within forty-
17 five (45) calendar days of the date the Auditor-Controller/Treasurer-Tax Collector receives the
18 approved invoice.

19 3.6 An unresolved dispute over a possible error or omission may cause payment of the
20 Consultant fees in the disputed amount to be withheld by the County.

21 3.7 **Invoice Documentation.** Concurrently with the invoices, the Consultant shall certify
22 (through copies of issued checks, receipts, or other County pre-approved documentation) that
23 complete payment has been made to all subconsultants as provided herein for all previous
24 invoices paid by the County. However, the parties do not intend that the foregoing create in any
25 subconsultants or subconsultant a third-party beneficiary status or any third-party beneficiary
26 rights and do hereby expressly disclaim any such status or rights.

27 3.8 **Incidental Expenses.** The Consultant is solely responsible for all its costs and
28 expenses that are not specified as payable by the County under this Agreement.

3.9 **Retention From Earned Compensation.** No retainage will be withheld by the County from the Consultant's payment(s).

Article 4

Term of Agreement

4.1 **Term.** This Agreement is effective on execution and terminates after a period of three years, except as provided in section 4.2 Extension, or Article 6 Termination and Suspension, below.

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

Article 5

Notices

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

For the County:

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

For the Consultant:

Ruta Jariwala, PE, TE, Project Manager
TJKM Transportation Consultants
4305 Hacienda Drive, Suite 550
Pleasanton, CA 94588
rjariwala@tjkm.com

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

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

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

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

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

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

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

Article 6

Termination and Suspension

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

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

2 (B) Terminate this Agreement.

3 **6.2 Termination for Breach.**

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

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

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

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

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

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

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

16 **6.3 Termination without Cause.** In circumstances other than those set forth above, the
17 County may terminate this Agreement by giving at least thirty (30) days advance written notice to
18 the Consultant.

19 **6.4 No Penalty or Further Obligation.** Any termination of this Agreement by the County
20 under this Article 6 is without penalty to, or further obligation of, the County.

21 **6.5 County's Rights upon Termination.** Upon termination for breach under this Article
22 6, the County may demand repayment by the Consultant of any monies disbursed to the
23 Consultant under this Agreement that, in the County's sole judgment, were not expended in
24 compliance with this Agreement. The Consultant shall promptly refund all such monies upon
25 demand. This section survives the termination of this Agreement.

26 **Article 7**

27 **Independent Consultant**

1 7.1 **Status.** In performing under this Agreement, the Consultant, including its officers,
2 agents, employees, and volunteers, is at all times acting and performing as an independent
3 consultant, in an independent capacity, and not as an officer, agent, servant, employee, joint
4 venturer, partner, or associate of the County.

5 7.2 **Verifying Performance.** When the Consultant is providing consultant services
6 hereunder, the County has no right to control, supervise, or direct the manner or method of the
7 Consultant's performance of its work and function. However, the County shall retain the right to
8 administer this Agreement so as to verify that the Consultant is performing its obligations in
9 accordance with the terms and conditions thereof.

10 7.3 **Benefits.** Because of its status as an independent Consultant, the Consultant has no
11 right to employment rights or benefits available to County employees. The Consultant is solely
12 responsible for providing to its own employees all employee benefits required by law. The
13 Consultant shall save the County harmless from all matters relating to the payment of Consultant's
14 employees, including compliance with Social Security withholding and all related regulations.

15 7.4 **Services to Others.** The parties acknowledge that, during the term of this Agreement,
16 the Consultant may provide services to others unrelated to the County.

17 **Article 8**

18 **Indemnity and Defense**

19 8.1 **Indemnity.** The Consultant shall indemnify and hold harmless and defend the County
20 (including its officers, agents, employees, and volunteers) against all claims, demands, injuries,
21 damages, costs, expenses (including attorney fees and costs), fines, penalties, and liabilities of
22 any kind to the County, the Consultant, or any third party that arise from or relate to the
23 performance or failure to perform by the Consultant (or any of its officers, agents, subconsultants,
24 or employees) under this Agreement. The County may conduct or participate in its own defense
25 without affecting the Consultant's obligation to indemnify and hold harmless or defend the County.

26 8.2 **Survival.** This Article 8 survives the termination or expiration of this Agreement.

27 **Article 9**

28 **Insurance**

1 9.1 Without limiting the County's right to obtain indemnification from the Consultant or
2 any third parties, the Consultant, at its sole expense, shall maintain in full force and effect, the
3 following insurance policies prior to commencement of any work for the County and, thereafter,
4 throughout the entire term of this Agreement (with the exception of Professional Liability
5 Insurance, which the Consultant shall maintain in full force and effect for the additional period of
6 time required).

7 9.2 **Commercial General Liability.** Commercial General Liability Insurance with limits
8 of not less than Two Million Dollars (\$2,000,000.00) per occurrence and an annual aggregate of
9 not less than Four Million Dollars (\$4,000,000.00). This policy shall be issued on a per
10 occurrence basis. The County may require specific coverages including completed operations,
11 products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any
12 other liability insurance deemed necessary because of the nature of this Agreement.

13 9.3 **Automobile Liability Insurance.** Comprehensive Automobile Liability Insurance
14 with limits of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and
15 for property damages. Coverage should include any auto used in connection with this
16 Agreement.

17 9.4 **Professional Liability Insurance.** If the Consultant employs licensed professional
18 staff in providing services, Professional Liability Insurance with limits of One Million Dollars
19 (\$1,000,000.00) per claim, Three Million Dollars (\$3,000,000.00) annual aggregate.

20 9.5 The Professional Liability Insurance shall be kept in full force and effect for a period
21 of five (5) years from the date of substantial completion of the Consultant's work as determined
22 by the County.

23 9.6 **Worker's Compensation.** A policy of Worker's Compensation insurance as may be
24 required by the laws of the State of California with statutory limits.

25 9.7 **Additional Requirements Relating to Insurance.** The Consultant shall obtain
26 endorsements to the Commercial General Liability insurance naming the County of Fresno, its
27 officers, agents, and employees, individually and collectively, as additional insured, but only
28 insofar as the operations under this Agreement are concerned. Such coverage for additional

1 insured shall apply as primary insurance and any other insurance, or self-insurance, maintained
2 by the County, its officers, agents, and employees shall be excess only and not contributing with
3 insurance provided under the Consultant's policies required herein. This insurance shall not be
4 cancelled or changed without a minimum of thirty (30) days advance written notice given to the
5 County.

6 9.8 The Consultant hereby waives its right to recover from the County, its officers, agents,
7 and employees any amounts paid by the policy of worker's compensation insurance required by
8 this Agreement. The Consultant is solely responsible to obtain any endorsement to such policy
9 that may be necessary to accomplish such waiver of subrogation, but the Consultant's waiver of
10 subrogation under this paragraph is effective whether or not the Consultant obtains such an
11 endorsement.

12 9.9 Prior to commencing any such work under this Agreement, the Consultant shall
13 provide certificates of insurance and endorsements as stated above for all of the foregoing
14 policies, as required herein, to the County of Fresno, Erin Haagenson, Program Manager, 2220
15 Tulare St., Sixth Floor, Fresno, CA 93721, stating that such insurance coverages have been
16 obtained and are in full force; that the County of Fresno, its officers, agents and employees will
17 not be responsible for any premiums on the policies; that for such worker's compensation
18 insurance the Consultant has waived its right to recover from the County, its officers, agents, and
19 employees any amounts paid under the insurance policy and that waiver does not invalidate the
20 insurance policy; that such Commercial General Liability insurance names the County of Fresno,
21 its officers, agents and employees, individually and collectively, as additional insured, but only
22 insofar as the operations under this Agreement are concerned; that such coverage for additional
23 insured shall apply as primary insurance and any other insurance, or self-insurance, maintained
24 by the County, its officers, agents and employees, shall be excess only and not contributing with
25 insurance provided under the Consultant's policies herein; and that this insurance shall not be
26 cancelled or changed without a minimum of thirty (30) days advance, written notice given to the
27 County.
28

1 9.10 All policies shall be issued by admitted insurers licensed to do business in the State of
2 California, and such insurance shall be purchased from companies possessing a current A.M.
3 Best, Inc. rating of no less than A: VII or better.

4 9.11 The Consultant agrees that the bodily injury liability insurance herein provided for, shall
5 be in effect at all times during the term of this Agreement. In the event said insurance coverage
6 expires at any time or times during the term of this Agreement, Consultant agrees to provide at
7 least thirty (30) calendar days prior notice to said expiration date; and a new Certificate of
8 Insurance evidencing insurance coverage as provided for herein, for not less than either the
9 remainder of the term of the Agreement, or for a period of not less than one (1) year. New
10 Certificates of Insurance are subject to the approval of County.

11 9.12 In the event the Consultant fails to keep in effect at all times the insurance coverages
12 as required by this Article 9, the County may, in addition to any other remedies it may have,
13 suspend or terminate this Agreement upon occurrence of such failure, or may purchase such
14 insurance coverage and charge the cost of the coverage to the Consultant. The County may offset
15 such charges against any amounts owed by the County to the Consultant under this Agreement.

16 **Article 10**

17 **Cost Principles and Administrative Requirements**

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

20 10.2 The Consultant 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 Consultant 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 Consultant to County.

26 10.4 When a Consultant or Subconsultant is a Non-Profit Organization or an Institution of
27 Higher Education, the Cost Principles for Title 2 CFR 200, Uniform Administrative Requirements,
28 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 Consultant 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 Consultant's records and data with respect to the matters covered by this
6 Agreement, excluding attorney-client privileged communications. The Consultant shall, upon
7 request by the County, permit the County to audit and inspect all of such records and data to
8 ensure the Consultant's compliance with the terms of this Agreement.

9 11.2 **Public Records.** The County is not limited in any manner with respect to its public
10 disclosure of this Agreement or any record or data that the Consultant may provide to the County.
11 The County's public disclosure of this Agreement or any record or data that the Consultant may
12 provide to the County may include but is not limited to the following:

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

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

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

22 (D) This Agreement, and any record or data that the Consultant may provide to the
23 County, is subject to public disclosure as a public record under the California Public
24 Records Act (California Government Code, Title 1, Division 10, beginning with section
25 7920.000) ("CPRA").

26 (E) This Agreement, and any record or data that the Consultant may provide to the
27 County, is subject to public disclosure as information concerning the conduct of the
28 people's business of the State of California under California Constitution, Article 1, section

1 3, subdivision (b).

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

6 **11.3 Public Records Act Requests.** If the County receives a written or oral request under
7 the CPRA to publicly disclose any record that is in the Consultant's possession or control, and
8 which the County has a right, under any provision of this Agreement or applicable law, to possess
9 or control, then the County may demand, in writing, that the Consultant deliver to the County, for
10 purposes of public disclosure, the requested records that may be in the possession or control of
11 the Consultant. Within five (5) business days after the County's demand, the Consultant shall (a)
12 deliver to the County all of the requested records that are in the Consultant's possession or control,
13 together with a written statement that the Consultant, after conducting a diligent search, has
14 produced all requested records that are in the Consultant's possession or control, or (b) provide
15 to the County a written statement that the Consultant, after conducting a diligent search, does not
16 possess or control any of the requested records. The Consultant shall cooperate with the County
17 with respect to any County demand for such records. If the Consultant wishes to assert that any
18 specific record or data is exempt from disclosure under the CPRA or other applicable law, it must
19 deliver the record or data to the County and assert the exemption by citation to specific legal
20 authority within the written statement that it provides to the County under this section. The
21 Consultant's assertion of any exemption from disclosure is not binding on the County, but the
22 County will give at least ten (10) days' advance written notice to the Consultant before disclosing
23 any record subject to the Consultant's assertion of exemption from disclosure. The Consultant
24 shall indemnify the County for any court-ordered award of costs or attorney's fees under the CPRA
25 that results from the Consultant's delay, claim of exemption, failure to produce any such records,
26 or failure to cooperate with the County with respect to any County demand for any such records.

27 **Article 12**

28 **Disclosure of Self-Dealing Transactions**

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

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

12.3 Definition. “Self-dealing transaction” means a transaction to which the Consultant is a party and in which one or more of its directors, as an individual, has a material financial interest.

Article 13

General Terms

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

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

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

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

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

13.6 Days. Unless otherwise specified, “days” means calendar days.

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

1 13.8 **Severability.** If anything in this Agreement is found by a court of competent jurisdiction
2 to be unlawful or otherwise unenforceable, the balance of this Agreement remains in effect, and
3 the parties shall make best efforts to replace the unlawful or unenforceable part of this Agreement
4 with lawful and enforceable terms intended to accomplish the parties' original intent.

5 13.9 **Nondiscrimination.** During the performance of this Agreement, the Consultant shall
6 not unlawfully discriminate against any employee or applicant for employment, or recipient of
7 services, because of race, religious creed, color, national origin, ancestry, physical disability,
8 mental disability, medical condition, genetic information, marital status, sex, gender, gender
9 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to
10 all applicable State of California and federal statutes and regulation.

11 13.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation
12 of the Consultant under this Agreement on any one or more occasions is not a waiver of
13 performance of any continuing or other obligation of the Consultant and does not prohibit
14 enforcement by the County of any obligation on any other occasion.

15 13.11 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
16 between the Consultant and the County with respect to the subject matter of this Agreement, and
17 it supersedes all previous negotiations, proposals, commitments, writings, advertisements,
18 publications, and understandings of any nature unless those things are expressly included in this
19 Agreement. If there is any inconsistency between the terms of this Agreement without its exhibits
20 and the terms of the exhibits, then the inconsistency will be resolved by giving precedence first to
21 the terms of this Agreement without its exhibits, and then to the terms of the exhibits.

22 13.12 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to create
23 any rights or obligations for any person or entity except for the parties.

24 13.13 **Authorized Signature.** The Consultant represents and warrants to the County that:

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

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

1 to the terms of this Agreement.

2 13.14 **Electronic Signatures.** The parties agree that this Agreement may be executed by
3 electronic signature as provided in this section.

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

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

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

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

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

23 13.15 **Counterparts.** This Agreement may be signed in counterparts, each of which is an
24 original, and all of which together constitute this Agreement.

25 **Article 14**

26 **Subconsultants**

27 14.1 The Consultant may retain, as subconsultants, specialists in various disciplines as the
28 Consultant requires to assist in completing the work. All subconsultants used by the Consultant

shall be approved in writing by the Contract Administrator before they are retained by the Consultant, approval of which shall not be unreasonably withheld. Those subconsultants listed in Exhibit B, shall be considered as approved by the Contract Administrator. The maximum amount of compensation to be paid to the Consultant under Article 3 Compensation, Invoices, and Payments shall not be increased by any addition or substitution of subconsultants.

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

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

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

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

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

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

Article 15

Conflict of Interest

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

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

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

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

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

Article 16

Errors or Omissions Claims and Disputes

16.1 Definitions:

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

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

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

22 (A) Such amounts held in suspense shall not be paid to the Consultant, pending the
23 final determination as to the Consultant's proportional fault. However, the appropriate
24 percentage of such amount held in suspense shall be paid to the Consultant once a final
25 determination has been made, and the Consultant thereafter submits a proper invoice to
26 the County. Payment shall be issued in accordance with the procedure outlined in Article
27 3 Compensation, Invoices, and Payments.

28 **Article 17**

Ownership of Data

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

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

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

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

of Work.”

Article 18

State Prevailing Wage Rates

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

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

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

Article 19

Disadvantaged Business Enterprises (DBE) Participation

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

Article 20

Rebates, Kickbacks or Other Unlawful Consideration

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

1 **Article 21**

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

3 21.1 The Consultant hereby certifies to the best of his or her knowledge and belief that:

4 *"No state, federal or County appropriated funds have been paid, or will be paid by or on*
5 *behalf of the Consultant to any person for influencing or attempting to influence an officer or*
6 *employee of any state or federal agency; a Member of the State Legislature or United States*
7 *Congress; an officer or employee of the Legislature or Congress; or any employee of a*
8 *Member of the Legislature or Congress, in connection with any of the following:*

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

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

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

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

13 *(E) the extension, continuation, renewal, amendment, or modification of any state or*
14 *federal contract, grant, loan, or cooperative agreement."*

15 21.2 If any funds other than federally appropriated funds have been paid, or will be paid to
16 any person for influencing or attempting to influence an officer or employee of any federal agency,
17 a Member of Congress, an officer or employee of Congress, or an employee of a Member of
18 Congress, in connection with this federal contract, grant, loan, or cooperative agreement, then
19 the Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report
20 Lobbying" (a copy of which is attached as Exhibit F), in accordance with its instructions.

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

27 21.4 The Consultant also agrees by signing this document that he or she shall require that
28 the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000.

1 and that all such sub-recipients shall certify and disclose accordingly.

2 **Article 22**

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

4 22.1 The Consultant's signature affixed herein, and dated, shall constitute a certification
5 under penalty of perjury under the laws of the State of California that the Consultant has, unless
6 exempt, complied with the nondiscrimination program requirements of Government Code section
7 12990 and 2 CCR section 8103.

8 22.2 During the performance of this Agreement, the Consultant and its subconsultants shall
9 not deny this Agreement's benefits to any person on the basis of race, religious creed, color,
10 national origin, ancestry, physical disability, mental disability, medical condition, genetic
11 information, marital status, sex, gender, gender identity, gender expression, age, sexual
12 orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow
13 harassment against any employee or applicant for employment because of race, religious creed,
14 color, national origin, ancestry, physical disability, mental disability, medical condition, genetic
15 information, marital status, sex, gender, gender identity, gender expression, age, sexual
16 orientation, or military and veteran status. The Consultant and subconsultants shall ensure that
17 the evaluation and treatment of their employees and applicants for employment are free from
18 such discrimination and harassment.

19 22.3 The Consultant and subconsultants shall comply with the provisions of the Fair
20 Employment and Housing Act (Government Code section 12990 et seq.) and the applicable
21 regulations promulgated thereunder (2 CCR section 11000 et seq.), the provisions of Government
22 Code section 11135 et seq., and the regulations or standards adopted by the County to implement
23 such provisions. The applicable regulations of the Fair Employment and Housing Commission
24 implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title
25 2 of the California Code of Regulations, are incorporated into this Agreement by reference and
26 made a part hereof as if set forth in full.

27 22.4 Consultant shall permit access by representatives of the Department of Fair
28 Employment and Housing and the County upon reasonable notice at any time during the normal

business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or the County shall require in order to ascertain compliance with the requirements of this Article 22.

22.5 The Consultant and subconsultants shall give written notice of their obligations under this Article 22 to labor organizations with which they have a collective bargaining or other agreement.

22.6 The Consultant and subconsultants shall include the nondiscrimination and compliance provisions of this Article 22 in all subcontracts to perform work under this Agreement.

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

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

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

1 **Article 23**

2 **Debarment and Suspension Certification**

3 23.1 The Consultant's signature affixed herein, shall constitute a certification under penalty
4 of perjury under the laws of the State of California, that the Consultant has complied with Title 49,
5 Code of Federal Regulations, Part 29, Debarment and Suspension Certificate, which certifies that
6 the Consultant or any person associated therewith in the capacity of owner, partner, director,
7 officer, or manager:

8 (A) Is not currently under suspension, debarment, voluntary exclusion, or
9 determination of ineligibility by any federal agency;

10 (B) Has not been suspended, debarred, voluntarily excluded, or determined ineligible by
11 any federal agency within the past three (3) years;

12 (C) Does not have a proposed debarment pending; and

13 (D) Has not been indicted, convicted, or had a civil judgment rendered against it by a court
14 of competent jurisdiction in any matter involving fraud or official misconduct within the past
15 three (3) years.

16 23.2 Any exceptions to this certification must be disclosed to the County on Exhibit G
17 "Debarment and Suspension Certification." Exceptions will not necessarily result in denial of
18 recommendation for award but will be considered in determining Consultant responsibility.
19 Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

20 23.3 Exceptions to the Federal Government Excluded Parties Listing System maintained
21 by the General Services Administration are to be determined by the Federal Highway
22 Administration.

23 **Article 24**

24 **Executive Order N-6-22**

25 24.1 Under Executive Order N-6-22 as a consultant, subconsultant, or grantee, compliance
26 with the economic sanctions imposed in response to Russia's actions in Ukraine is required,
27 including with respect to, but not limited to, the federal executive orders identified in the EO and
28 the sanctions identified on the U.S. Department of the Treasury website

1 ([https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-
3 nationalsandblocked-persons-list-sdn-human-readable-lists](https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-
2 nationalsandblocked-persons-list-sdn-human-readable-lists)). Failure to comply may result in the
4 termination of contracts or grants, as applicable.

5 **Article 25**

6 **Contingent Fees**

7 25.1 The Consultant warrants, by execution of this Agreement, that no person or selling
8 agency has been employed, or retained, to solicit or secure this Agreement upon an agreement
9 or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona
10 fide employees, or bona fide established commercial or selling agencies maintained by the
11 Consultant for the purpose of securing business. For breach or violation of this warranty, the
12 County has the right to: annul this Agreement without liability, and to pay only for the value of the
13 work actually performed; or in its discretion to deduct from the Agreement the price or
14 consideration, or otherwise recover, the full amount of such commission, percentage, brokerage,
15 or contingent fee.

16 **Article 26**

17 **Inspection Of Work**

18 26.1 The Consultant and any subconsultant shall permit the County, the state, and the
19 Federal Highway Administration (FHWA) to review and inspect the Project activities and files at
20 all reasonable times during the performance period of this Agreement including review and
21 inspection on a daily basis.

22 **Article 27**

23 **Safety**

24 27.1 Consultant shall comply with OSHA regulations applicable to Consultant regarding
25 necessary safety equipment or procedures. Consultant shall comply with safety instructions
26 issued by the County Safety Officer and other County representatives. Consultant personnel shall
27 wear hard hats and safety vests at all times while working on any Project-related construction site.

28 27.2 Pursuant to the authority contained in Vehicle Code section 100 et seq., the County
has determined that such areas are within the limits of the Project and are open to public traffic.

1 Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15
2 of the Vehicle Code. Consultant shall take all reasonably necessary precautions for safe operation
3 of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

4 27.3 Any subcontract entered into as a result of this Agreement shall contain all of the
5 provisions of this Article 27.

6 **Article 28**

7 **Confidentiality Of Data**

8 28.1 All financial, statistical, personal, technical, or other data and information relative
9 to the County's operations, which are designated confidential by the County and made available
10 to the Consultant in order to carry out this Agreement, shall be protected by the Consultant from
11 unauthorized use and disclosure.

12 28.2 Permission to disclose information on one occasion, or public hearing held by the
13 County relating to the contract, shall not authorize the Consultant to further disclose such
14 information, or disseminate the same on any other occasion.

15 28.3 The Consultant shall not comment publicly to the press or any other media regarding
16 this Agreement or the County's actions on the same, except to the County's staff, the Consultant's
17 own personnel involved in the performance of this Agreement, at public hearings or in response
18 to questions from a Legislative committee.

19 28.4 The Consultant shall not issue any news release or public relations item of any nature,
20 whatsoever, regarding work performed or to be performed under this Agreement without prior
21 review of the contents thereof by the County, and receipt of the County's written permission.

22 28.5 If the Consultant or any of its officers, employees, or subconsultants does voluntarily
23 provide information in violation of this Agreement, the County has the right to reimbursement and
24 indemnity from the Consultant for any damages caused by the Consultant's releasing the
25 information, including, but not limited to, the County's attorney's fees and disbursements,
26 including without limitation experts' fees and disbursements.

1 **Article 29**

2 **Evaluation Of The Consultant**

3 29.1 The Consultant's performance will be evaluated by the County. A copy of the
4 evaluation (Exhibit H) will be sent to the Consultant for comments. The evaluation, together with
5 the comments, shall be retained as part of the Agreement record.

6 **Article 30**

7 **Funding Requirements**

8 30.1 It is mutually understood between the parties that this Agreement may have been
9 written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit
10 of both parties, in order to avoid program and fiscal delays that would occur if the Agreement were
11 executed after that determination was made.

12 30.2 This Agreement is valid and enforceable only if sufficient funds are made available to
13 the County for the purpose of this Agreement. In addition, this Agreement is subject to any
14 additional restrictions, limitations, conditions, or any statute enacted by Congress, the State
15 Legislature, or the County governing board that may affect the provisions, terms, or funding of
16 this Agreement in any manner.

17 30.3 It is mutually agreed that if sufficient funds are not appropriated, this Agreement may
18 be amended to reflect any reduction in funds.

19 30.4 In the event the Contractor reduces the scope of Consultant's work under the
20 Agreement for a specific Project (or discontinues a specific Project), whether due to a deficiency
21 in the appropriation of anticipated funding or otherwise, the Consultant will be compensated on a
22 pro rata basis for actual work completed and accepted by the Contract Administrator in
23 accordance with the terms of the Agreement.

24 30.5 The County has the option to terminate the Agreement pursuant to Article 6
25 Termination and Suspension, or by mutual agreement to amend the Agreement to reflect any
26 reduction of funds.

1 **Article 31**

2 **Title VI Assurances**

3 31.1 The provisions of Title VI are hereby attached, unmodified as part of this Agreement
4 (Exhibit J). Exhibit J, "Title VI Assurances, Appendices A and E, and if applicable Appendices B,
5 C, and D, must be inserted, unmodified, in all subcontracts to perform work under the Agreement.

6 (A) The clauses of Appendix B of this Assurance shall be included as a covenant
7 running with the land, in any deed from the United States effecting or recording a
8 transfer of real property, structures, use, or improvements thereon or interest therein to
9 the County.

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

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

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

17 *[SIGNATURE PAGE FOLLOWS]*
18
19
20
21
22
23
24
25
26
27
28

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


2 TJKM Transportation Consultants

COUNTY OF FRESNO

3
4 

5 Nayan Amin, President

6 4305 Hacienda Drive, Suite 550
7 Pleasanton, CA 94588



Ernest Buddy Mendes, 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

9
10 By: 

Deputy

11
12 For accounting use only:

13 Org No.: 45104513
14 Fund No.: 0010
15 Subclass No.: 11000
16 Account No.: 7295
17 Memo No. 0033
18
19
20
21
22
23
24
25
26
27
28

Exhibit A

Scope of Services

Outlined below is the scope of services that will guide the development of the Action Plan. Consultants submitting proposals are encouraged to suggest additional project tasks that take a creative approach to safety solutions as a demonstration of their expertise and competence with quality consulting work and procedures.

The scope of work is to create an Action Plan that meets or exceeds the requirements of plans eligible to receive federal SS4A implementation funding. The final Action Plan must, at minimum, include the following components:

Leadership Commitment and Goal Setting: At the culmination of the development of the Action Plan, the consultant and County staff will make a presentation to the Fresno County Board of Supervisors with a recommendation of one, or both, of the following: (1) the target date for achieving zero roadway fatalities and series injuries, OR (2) an ambitious percentage reduction of roadway fatalities and serious injuries by a specific date with an eventual goal of eliminating roadway fatalities and series injuries. (The County will determine the goal for the Action Plan, option 1 and/or 2.) If necessary, the Consultant will coordinate and present Action Plan to additional stakeholders at the State, Fresno Council of Governments (FCOG), and City level to receive support for the commitment to reaching the goal.

Planning Structure: The County, with assistance from the Consultant, will establish a Safe Streets for All Study Review Committee (SRC). The SRC may include representatives from the County of Fresno, Cities within Fresno County, representatives from unincorporated areas, Community Service Districts, Community Based Organizations, Caltrans, Public Health, schools, community members, and/or the FCOG. Additional stakeholders may include representatives from the “4E’s” of highway safety (engineering, law enforcement, education, and emergency response). Membership of the SRC shall also be representative of each of the Board Districts of Fresno County. The SRC will review the Consultant work products and provide guidance and input. The Consultant will be required to attend meetings, provide an agenda, meeting materials and meeting notes for SRC meetings. The County, with assistance from the Consultant, will make key decisions and report as appropriate to the SRC. SRC meetings will be held bi-monthly and will be virtual and/or in-person.

Safety Analysis: The Consultant will conduct a road safety analysis based on the existing conditions and historical trends to provide a collision baseline level within the County. Geospatially locate collisions in a geographic information system (GIS) to map and organize the collision data. Collision analysis will include, but is not limited to, collision severity; collision type; primary collision factor; collision location; collision time; collision and fatality demographics (age, sex, race and ethnicity) roadway user involvement; and other applicable high frequency collision trends identified such as near local schools; school aged children; seniors; nighttime collisions; alcohol or drug impaired collisions, etc. Consultant shall analyze traffic accident rates and develop a High Injury Network (HIN) by identifying the highest concentrations of traffic collisions resulting in fatalities and serious injuries. HIN analysis will include, but is not limited to, top 20 high-risk intersections and roadway segments; for 1) vehicles 2) pedestrians and 3) bicyclists; (total of 60) high frequency collision types and primary collision factors; built environment features; and identification of other relevant systemic factors that may contribute towards fatal

and serious injury collisions. The analysis should also review demographic and socioeconomic data to assess disparities in severe and fatal crashes in disadvantaged communities as defined by the US DOT.

Developing a HIN will allow for the understanding and identification of collision frequencies, collision density and collision rates. The HIN by itself will not assess whether a location or street is dangerous, but rather identify where there is a greater opportunity for serious injury or death at a certain location.

Demonstration Projects: With the preliminary HIN analysis, the Consultant shall recommend several low-cost, high-impact demonstration projects as a part of their analysis and provide preliminary scoping and estimates for each and shall be prepared to assist the County in implementation and follow up data analysis for at least one of them. Assistance shall include gathering and preparation of technical data, specifications, plans, and estimates requisite to implement the selected project or projects, bidding assistance (if necessary), and construction/post-construction impact analyses.

Cost Benefit Analysis: The consultant will perform an economic analysis that demonstrates the value of investments in road safety based on hidden costs to areas such as: law enforcement, emergency medical response and legal proceedings. Cost-benefit analysis will be used to evaluate investment decisions by translating safety and risk concepts into monetary values. Consultant shall analyze specific safety concerns and potential strategies to address safety enhancements. Examples include:

SAFETY CONCERNS

- Speeding
- Lighting/Visibility
- Fixed Objects Analysis
- Bike and pedestrian serious injuries and deaths
- Distracted Driving
- Sideshows (Automobile exhibition)

POTENTIAL STRATEGIES TO ADDRESS SAFETY ENHANCEMENTS

- Roadway/intersection concept design (roundabouts, rumble strips, signage, lighting, pavement markings, signals, traffic calming devices, geometric improvements)
- Safety Assessments for School Routes
- Potential Funding Sources
- Education and Outreach

Engagement and Collaboration: The consultant will develop a robust engagement plan with the public and relevant stakeholders, including the private sector and community groups, that allows for both community representation and feedback. Information received from the engagement and collaboration will be analyzed and incorporated into the Action Plan. A strong emphasis should be placed on outreach activities especially to underserved communities. This engagement plan should include, but is not limited to the following:

- Identification of and engagement strategies for underserved communities, pedestrians, bicyclists, and groups disproportionately impacted by traffic risks and are not typically engaged by safety planning.

- Online and in-person communication strategy for sharing plan information and engagement events with residents and stakeholders.
- Identification of and engagement activities for the public and private sector, community groups (community-based organizations) and relevant stakeholders.
- A minimum of 10 engaging public workshops, 5 of which will occur at times and locations such that underserved communities are provided equal opportunity for input to obtain feedback on plan recommendations.
- The consultant will provide translation services in Spanish and other necessary languages (as determined by the County) at meetings, workshops and for presentation materials.
- The consultant shall follow guidelines from the U.S. Department of Transportation's guidebook, Promising Practices for Meaningful Public Involvement in Transportation Decision-Making.

Website: The Consultant shall create a public-facing website that meets all the American with Disabilities Act (ADA) compliance criteria, to share progress and solicit feedback on safety concerns, projects, and strategies. The website will document progress during this work and provide timely updates and information. This content will include but is not limited to, information about upcoming engagement opportunities and summaries of data and surveys. The website will feature County of Fresno branding. Within the website, the Consultant will develop a dashboard that will present crash data, the high-injury network, crash and contributing factor profiles, safety profiles, identified problems, and solutions, including an assessment of the impact on vulnerable populations. The data dashboard will be created in consultation with County staff. The website will also include road safety information and tips to alleviate injury through implementation of safe driving practices.

The Consultant will be responsible for posting updates on the website until the Action Plan is finalized, at which time the Consultant will train County staff on updating the system. The website and dashboard must be easily editable by the County. The consultant will turn over website and dashboard content, hosting, and administration to the County at the conclusion of their work.

Policy and Process Changes: The Consultant shall provide an assessment of current policies, plans, guidelines, and/or standards (e.g., manuals) to identify opportunities to improve how processes prioritize transportation safety. The US DOT National Roadway Safety Strategy Safe System Approach acknowledges that both human mistakes and human vulnerability must be incorporated into the discussion of roadway safety, the Action Plan will recognize that to attain the goal of reducing fatalities, safety countermeasures will have to focus on more than just infrastructure recommendations but encompass programs and policy decisions that impact both human behavior, emergency response, and administrative actions.

The assessment must include a discussion of impacts to underserved communities for the recommended policies, processes, and projects recommended in the Action Plan. The Action Plan will discuss implementation steps the recommended policies or processes through the adoption of revised or new policies, guidelines, and/or standards, as appropriate. The consultant should provide trainings, materials, and/or workshops for revised or new policies/standards that arise from the Action Plan. The Consultant and County staff will work with the public and elected officials to implement and adopt the recommended policy, guidelines, or standards.

Strategy and Project Selection: The Consultant will identify a comprehensive set of projects and strategies, shaped by data, the best available evidence and considerations, as well as stakeholder and public input, that will address the safety problems described in the Safety Plan. These strategies, countermeasures, and projects focus on a Safe System Approach, effective interventions, and consider multidisciplinary activities. Once identified, the list of projects and strategies will be prioritized by time ranges for when the strategies and countermeasures can be deployed (e.g., short-, mid-, and long-term timeframes). The list should include specific projects and strategies, or descriptions of programs of projects and strategies, and explains the prioritization criteria used. The list should contain interventions focused on infrastructure, behavioral, and/or operational safety. The list will be ordered, within each timeframe by order of magnitude determined by the estimated project cost and significant challenges to implementation. Additionally, funding sources other than SS4A implementation funds should be evaluated for projects. For information accessibility, the list of projects and strategies will be mapped for public review.

Progress and Transparency Methods: The Consultant shall establish a method to measure progress over time after the Action Plan is developed or updated, including outcome data. Means to ensure ongoing transparency shall be established with residents and other relevant stakeholders. This shall include annual public and accessible reporting on progress toward reducing roadway fatalities and serious injuries, and public posting of the Action Plan online.

County Provided Services

The County will provide the services and materials listed below in support of the Consultant's professional services. The County does not give warranty, expressed or implied, regarding the accuracy of studies and reports. The Consultant will be responsible for the evaluation of all information supplied by the County.

- Provide a County representative to oversee and collaborate grant implementation, and to interface with funding agencies to ensure compliance.
- Examine documents submitted to County by Consultant and timely render decisions pertaining thereto.
- Attend and participate in meetings with the Consultant and other agencies as necessary.
- Provide any documents retained by the County that would assist in completion of the SS4A Action Plan, including but not limited to: accident reports, as-built drawings, traffic studies.
- Provide Demonstration Project procurement oversight and labor compliance, as required.

Allowances: Consultant shall provide, with County's concurrence, services listed on Exhibit C Cost Proposal, Task 9, Demonstration Project (including other direct costs) and/or Task 10 Neighborhood Traffic Calming Program, when such services are requested or authorized in writing by County.

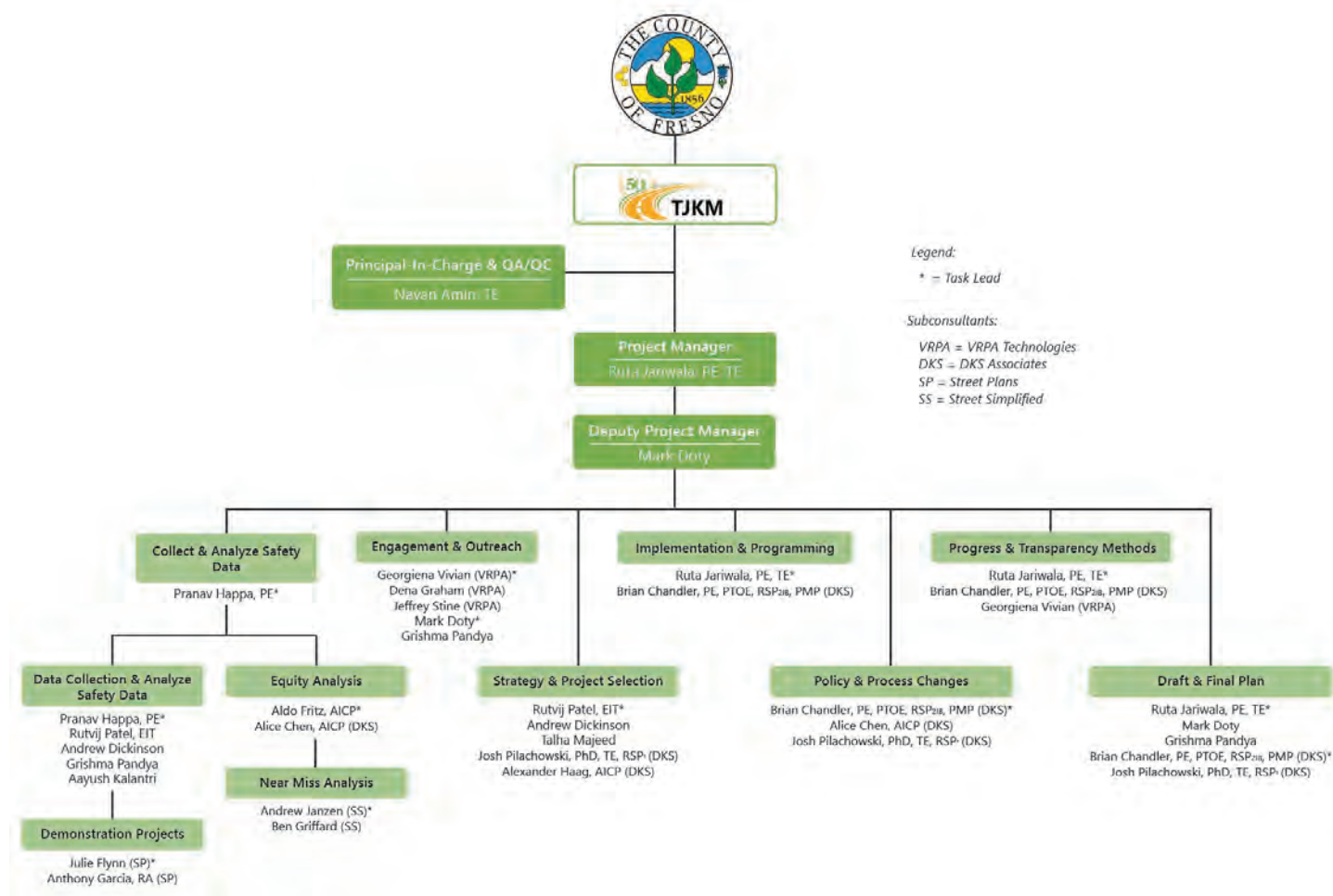
Demonstrations Project(s): Consultant shall complete a demonstration project to inform the development of an Action Plan. Demonstration activities are temporary safety improvements that inform an action plan by testing proposed project and strategy approaches to determine future benefits and future scope.

Traffic Calming Program: The consultant shall provide an assessment on current policies related to traffic calming. The assessment shall include planning for new development, redevelopment, and infrastructure construction projects within Fresno County. The assessment shall also include a development policy review of cities within Fresno County's sphere of influence.

The assessment shall include a review of the development review process, to ensure that new development, redevelopment, and infrastructure projects are reviewed to identify measures that will reduce the likelihood of traffic fatalities and serious injuries. As part of the review process, the Consultant shall consider whether proposed developments would generate impacts that would ultimately trigger the warrants for considering traffic calming measures. This may include impacts within the proposed development site, or off-site impacts (such as traffic that would travel to and from the proposed development).

TJKM Team

Our Team Organization Chart illustrates our proven “chain of command” for performance on similar projects. The proposed organization is a fully integrated team under the direction of Mr. Nayan Amin, TE, Principal-In-Charge, Ms. Ruta Jariwala, PE, TE, Project Manager, and Mr. Mark Doty, Deputy Project Manager. Work will be conducted under the direct supervision/direction of our Project Manager, Ms. Jariwala, and Deputy Project Manager, Mr. Doty. Ms. Jariwala will be responsible for overall coordination on this contract, maintaining the effectiveness and efficiency of the work, schedule, and will be the point of contact ensuring the work products are to the satisfaction of the County and stakeholders. Mr. Doty will be responsible for day-to-day coordination and activities. TJKM internal communication process makes it so that whether you are speaking to either Ms. Jariwala or Mr. Doty they will be up to date on your project’s needs and status. They will be available to the County and stakeholders at short notice. Our proposed team key members will be made available to the County of Fresno for the duration of the project and will not be substituted without approval from the County.



Key Staff Qualifications

The TJKM Team proposed for this project is available and fully committed to delivering this project on schedule to Fresno County's satisfaction. Resumes for Key staff have been included in the Appendix.

| Name, Role, Years of Experience, Registrations | Education | Specialized Expertise | Qualifications & Experience |
|--|--|--|--|
| Nayan Amin, TE Principal-In-Charge & QA/QC 33 Years of Experience CA TE 2290 (Traffic) | <ul style="list-style-type: none"> M.S., Civil Engineering, San Jose State University, San Jose, CA B.S., Civil Engineering, Saurashtra University, Rajkot, Gujarat, India | <ul style="list-style-type: none"> Safety Studies Traffic Operations ITS Planning & Design Traffic Signal Systems Transportation Planning Complete Streets Traffic Calming Multimodal Studies | <ul style="list-style-type: none"> Safe Streets & Roads for All Vision Zero Action Plan, Dinuba Waco MPO Comprehensive Safety Action Plan, Waco, TX Safety Action Plan, Rio Grande Valley, TX Vision Zero & Action Plans, Cities of Livermore, Cupertino, South Lake Tahoe, & Concord Vision Zero Action Plan, Wellington, FL Local Road Safety Plans, Cities of San Bruno, Cupertino, Millbrae, Pinole, Antioch, Folsom, Culver City, Glendale, Yorba Linda, Pittsburg, Dinuba, & Napa Local Road Safety Plans, Counties of Yuba, Mendocino, Santa Clara, Solano, & Kern |
| Ruta Jariwala, PE, TE Project Manager 24 Years of Experience CA CE 73840 (Civil) CA TE 2465 (Traffic) TX CE 135281 (Civil) | <ul style="list-style-type: none"> M.S., Civil Engineering, San Jose State University, San Jose, CA B.S., Civil Engineering, Bombay University, Mumbai, Maharashtra, India | <ul style="list-style-type: none"> Safety Studies Traffic Operations Traffic Engineering Design Multimodal/Complete Streets Studies Traffic Signal Systems Bicycle & Pedestrian Studies Community Outreach | <ul style="list-style-type: none"> Safe Streets & Roads for All Vision Zero Action Plan, Dinuba Waco MPO Comprehensive Safety Action Plan, Waco, TX Safety Action Plan, Rio Grande Valley, TX Vision Zero & Action Plans, Cities of Livermore, Cupertino, South Lake Tahoe, & Concord Vision Zero Action Plan, Wellington, FL Local Road Safety Plans, Cities of San Bruno, Cupertino, Millbrae, Pinole, Antioch, Folsom, Culver City, Glendale, Yorba Linda, Pittsburg, Dinuba, & Napa Local Road Safety Plans, Counties of Yuba, Mendocino, Santa Clara, Solano, & Kern |
| Mark Doty Deputy Project Manager 17 Years of Experience | <ul style="list-style-type: none"> B.A., Architecture, Texas Tech University, Lubbock, TX | <ul style="list-style-type: none"> Stakeholder Engagement Government & Community Relations Parking Management Studies | <ul style="list-style-type: none"> Safe Streets & Roads for All Vision Zero Action Plan, Dinuba Waco MPO Comprehensive Safety Action Plan, Waco, TX Safety Action Plan, Rio Grande Valley, TX Vision Zero & Action Plans, Cities Livermore, Cupertino, South Lake Tahoe, & Concord Vision Zero Action Plan, Wellington, FL Local Roadway Safety Plan, Cities of Isleton, Gridley, Pittsburg, Pico Rivera, Albany, Orinda, & Patterson Local Roadway Safety Plan, Counties of Santa Cruz County & Kern |
| Rutvij Patel, EIT Task Lead 16 Years of Experience CA EIT 154117 | <ul style="list-style-type: none"> B.S., Civil Engineering, San Jose State University, San Jose, CA | <ul style="list-style-type: none"> Traffic Operations Bicycle & Pedestrian Implementation Complete Streets Safe Routes to School Traffic Signal Design Intelligent Transportation Design ITS Planning Traffic Handling | <ul style="list-style-type: none"> Safe Streets & Roads for All Vision Zero Action Plan, Dinuba Waco MPO Comprehensive Safety Action Plan, Waco, TX Safety Action Plan, Rio Grande Valley, TX Vision Zero & Action Plans, Cities Livermore, Cupertino South Lake Tahoe, & Concord Vision Zero Action Plan, Wellington, FL Local Road Safety Plans, Cities of San Bruno, Cupertino, Millbrae, Pinole, Antioch, Folsom, Culver City, Glendale, Yorba Linda, Pittsburg, Dinuba, & Napa Local Road Safety Plans, Counties of Yuba, Mendocino, Santa Clara, Solano, & Kern |

| Name, Role, Years of Experience, Registrations | Education | Specialized Expertise | Qualifications & Experience |
|--|--|--|--|
| Pranav Happa, PE Task Lead 17 Years of Experience TX CE 119973 (Civil) | <ul style="list-style-type: none"> M.S., Civil Engineering, University of Texas at Arlington, TX B.E., Civil Engineering, Gujarat University, Gujarat, India | <ul style="list-style-type: none"> Traffic Capacity Analysis Transportation Planning Traffic Safety Design Corridor Operation Studies Traffic Impact Studies Traffic Signal Optimization Travel Demand Modeling | <ul style="list-style-type: none"> Safe Streets & Roads for All Vision Zero Action Plan, Dinuba Waco MPO Comprehensive Safety Action Plan, Waco, TX Safety Action Plan, Rio Grande Valley, TX Vision Zero & Action Plans, Cities of Livermore, Cupertino, South Lake Tahoe, & Concord Vision Zero Action Plan, Wellington, FL Local Road Safety Plans, Cities of San Bruno, Cupertino, Millbrae, Pinole, Antioch, Folsom, Culver City, Glendale, Yorba Linda, Pittsburg, Dinuba, & Napa Local Road Safety Plans, Counties of Yuba, Mendocino, Santa Clara, Solano, & Kern |

Subconsultants

DKS ASSOCIATES



Founded in 1979, **DKS Associates (DKS)** provides specialized transportation planning, design, and engineering services to public agencies across the country. DKS' safety planning projects include comprehensive safety action plans (CSAP), vision zero plans, LRSP, State Strategic Highway Safety Plans (SHSP), corridor and hot spot safety needs investigations, safety-related policy studies, and road safety audits. Their safety team brings vast experience preparing safety action plans at the local and state level, including facilitating robust public engagement for projects of all sizes. They apply the USDOT's Safe System Approach to all aspects of safety planning to analyze safety needs, identify comprehensive solutions, and prioritize projects and strategies that improve safety for all road users. Beyond traditional safety studies, they also bring expertise in state and federal safety funding opportunities, including the HSIP funded by Caltrans Local Programs, and the USDOT's SS4A program.

| Name, Role, Years of Experience, Registrations | Education | Specialized Expertise | Qualifications & Experience |
|--|--|---|--|
| Brian Chandler, PE, PTOE, RSP_{21B} PMP Policy & Process Changes Task Lead 25 Years of Experience AR CE 53195 (Civil) WA PE 47563 (Civil) PTOE 1690 RSP _{21B} PMP 4940438E1 | <ul style="list-style-type: none"> BS, Civil Engineering, University of Missouri-Columbia, Columbia, MO | <ul style="list-style-type: none"> Roadway Safety Engineering Safety Management Data Analysis Traffic Engineering Project Management | <ul style="list-style-type: none"> Vision Zero Action Plan, Fresno Target Vision Zero Plan, West Hollywood Countywide Local Road Safety Plan, Solano County Caltrans Headquarters Safety On-Call, Sacramento Multi-Agency Active Transportation Plan, Yorba Linda & Placentia Caltrans, California Strategic Highway Safety Plan Update, Sacramento Traffic & Pedestrian Safety Study, El Segundo |

VRPA TECHNOLOGIES, INC.



VRPA Technologies, Inc. (VRPA) innovative approach is evident by the expanse of services available to our diverse clientele, which includes both the public and private sectors consisting of state governments, regional agencies, counties, and cities, as well as private planning/engineering firms.

VRPA offers comprehensive consulting services throughout California and other Western States. Specialized fields of service include transportation planning/modeling, circulation and traffic engineering analysis, transportation demand and systems management, infrastructure financial planning, ITS planning and integration, as well as mass transportation, bicycle, non-motorized, and aviation planning and design. Furthermore, VRPA has extensive experience in public outreach, land use modeling, environmental analysis, and air quality/greenhouse gas and noise planning and modeling.

Their trailblazing staff has successfully completed well over 1,000 transportation planning/modeling, environmental, air quality planning, engineering, and ITS projects. From this existing experience base, VRPA continuously seeks to further expand the experience level of the firm and its staff. VRPA prides itself on a desire to tackle unique projects from an innovative angle. One such specialized experience is VRPA's unique capability to convey technical engineering and planning information to the public and political stakeholders.

VRPA conducts all public outreach activities in-house and often serves as a subconsultant to other transportation firms for small and large projects. VRPA has been very successful with the development of complicated and controversial transportation projects where communication and outreach to the public and various stakeholders is critical to the success of the project. In a position to utilize this broad experience base is an energetic staff equipped with the necessary tools and "can do" attitude to ensure a successful outcome to every challenge undertaken.

VRPA is always committed to providing continuous and direct consulting services to their clients and understands that the ability to respond to the immediate needs of clients is often the key to a successful client/consultant relationship, resulting in viable projects of high quality. VRPA's capabilities in meeting client needs and finishing projects on budget and schedule is demonstrated through successful completion of projects ranging from large regional transportation plans with large public outreach components and technical environmental assessment to small development traffic and environmental impact assessment projects for local Cities and Counties.

| Name, Role, Years of Experience, Registrations | Education | Specialized Expertise | Qualifications & Experience |
|--|---|---|---|
| Georgiena Vivian Engagement & Outreach Task Lead 52 Years of Experience | <ul style="list-style-type: none">MS Program, Urban & Regional Planning, California State University, Fresno, CABS, Urban & Regional Planning, California State University, Fresno, CA | <ul style="list-style-type: none">Project ManagementLong-Range Transportation PlansTraffic Impact StudiesVehicle Miles Traveled AnalysisTransit Planning and DesignEnvironmental AssessmentsPublic Outreach | <ul style="list-style-type: none">Burlington Northern Santa Fe Blackstone McKinley Railroad Grade Separation Project, FresnoFresno Area Express (FAX), Fixed Route System Restructure Public Involvement Services, FresnoFresno County Regional Transportation Network Vulnerability Assessment, FresnoCaltrans Statewide Public Engagement Contract, CaliforniaActive Transportation Plan, Madera CountyOld Fig Garden Transportation & Land Use Study, Fresno County |

STREET PLANS

STREETPLANS **Street Plans** is an award-winning active transportation, urban design, and placemaking practice. Founded in 2009, their firm has a unique and strong track record of integrating the technical details of active transportation planning and street design with broader land use, community design, and economic development goals.

They work with local, regional, state, and national governments; not-for-profits; foundations; and private sector companies to develop and deliver meaningful change - quickly. Indeed, Street Plans is renowned as the leading practitioner and steward of the global Tactical Urbanism methodology. The firm has pioneered the development, delivery, and evaluation of "Quick-Build" projects that deliver pilot and interim projects as a means for helping communities determine what works - and what does not - before allocating limited capital or grant dollars in long-term investments. Their robust portfolio of work across California includes streetscape and corridor plans in Livermore, Ojai, and Culver City, and dozens of Quick-Builds and tactical demonstration projects across Southern California. They currently serve as On-Call consultants to the Bay Area's Metropolitan Transportation Commission (MTC) and the City of Culver City, and they were recently selected as an On-Call Consultant for the Los Angeles Department of Transportation.

| Name, Role, Years of Experience, Registrations | Education | Specialized Expertise | Qualifications & Experience |
|--|---|--|---|
| Julie Flynn Demonstration Projects Task Lead 11 Years of Experience | <ul style="list-style-type: none"> B.A., Urban Studies, Brown University, Providence, RI | <ul style="list-style-type: none"> Urban Planner Active Transportation Planning Public Space Management Community Engagement | <ul style="list-style-type: none"> On-Call Consultant, MTC Main Street Redesign & Revitalization Plan, Isleton Southern California Association of Governments GoHuman Demonstration Projects, Nine Cities Complete Streets Demonstration Project, Morgan Hill Greenbelt Alliance Bicycle + Pedestrian Improvement Demonstration Projects, San Jose |

STREET SIMPLIFIED

STREET simplified Street Simplified is on the team as a Vendor to perform Data Collection Project Management and Coordination. Street Simplified will manage the entire data collection process with a local count vendor. They also have the capacity to collect data in-house with trained employees. The process they use very much depends on the scope of each project. Street Simplified uses breakthrough, cost-effective technology to improve traffic safety. Street Simplified AI, a sophisticated fusion of computer vision, machine learning, and data science allows us to perform traffic studies without blind spots, using multiple cameras to analyze driver and pedestrian behavior. Street Simplified has worked with 51 innovative agencies including the City of Seattle, Washington County, the City of Austin, and Oregon DOT. Their reputation for excellent and cost-effective safety analytics has also earned us the trust of 22 leading engineering firms nationwide. Their set-up and solutions keep practicality in mind while saving lives because everyone deserves safe streets.

| Name, Role, Years of Experience, Registrations | Education | Specialized Expertise | Qualifications & Experience |
|---|--|---|---|
| Andrew Janzen Near Miss Analysis Task Lead 8 Years of Experience | <ul style="list-style-type: none"> M.S., Electrical Engineering, California Institute of Technology, Pasadena, CA B.S., Electrical Engineering, George Fox University, Newborn, OR | <ul style="list-style-type: none"> Electrical Engineering Street Safety Analytics | <ul style="list-style-type: none"> 10 Location Tech Firm Vision Zero Pilot Project, Austin, TX 50 Studies focused on Vulnerable Road Users, Various Locations, Fairfax County, VA Corridor Study of Nine Locations, Volusia County, FL |

Fresno County
Consultant Services for Safe Streets for All Action Plan No. 24-039
 Prepared by T J K M

| TJKM Transportation Consultants | | | | | | | | | | | | | |
|--|-------------|-----------------|------------------------|--------------|------------|--------------|---------------------------|-------------------------|-----------------------------------|-----------------------------------|---------------------|--------------------|----------------------|
| Task | Nayan Amin | Ruta Jariwala | Mark Doty | Rutvij Patel | Aldo Fritz | Pranav Happa | Andrew Dickinson | Grishma Pandya | Aayush Kalantri | Talha Majeed | Samantha Tannenbaum | TJKM Hours by Task | TJKM Cost by Task |
| | PIC & QA/QC | Project Manager | Deputy Project Manager | Task Lead | Task Lead | Task Lead | Engineer/ Project Manager | Transportation Engineer | Assistant Transportation Engineer | Assistant Transportation Engineer | Graphics Designer | | |
| | \$100.00 | \$100.00 | \$72.72 | \$85.67 | \$79.33 | \$44.37 | \$60.10 | \$33.65 | \$41.83 | \$35.58 | \$38.46 | | |
| | 107.48% | 107.48% | 107.48% | 107.48% | 107.48% | 107.48% | 107.48% | 107.48% | 107.48% | 107.48% | 107.48% | | |
| | 53.02% | 53.02% | 53.02% | 53.02% | 53.02% | 53.02% | 53.02% | 53.02% | 53.02% | 53.02% | 53.02% | | |
| Billing Rate | \$286.55 | \$286.55 | \$208.38 | \$245.49 | \$227.32 | \$127.14 | \$172.22 | \$96.42 | \$119.86 | \$101.95 | \$110.21 | | |
| Task 1. Project Management, Coordination & Administration | 26 | 76 | 128 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 230 | \$ 55,900.63 |
| 1.1 Kick-Off Meeting | 2 | 4 | 8 | | | | | | | | | 14 | \$ 3,386.33 |
| 1.2 Monthly Meetings | 8 | 40 | 40 | | | | | | | | | 88 | \$ 22,089.57 |
| 1.3 Local Coordination & Concurrence | 16 | 32 | 80 | | | | | | | | | 128 | \$ 30,424.73 |
| Task 2. Leadership Commitment & Goal Setting | 0 | 48 | 104 | 0 | 0 | 0 | 0 | 160 | 0 | 0 | 0 | 312 | \$ 50,853.68 |
| 2.1 System Review | | 12 | 40 | | | | | 80 | | | | 132 | \$ 19,487.69 |
| 2.2 Vision & Goal Setting | | 20 | 40 | | | | | 40 | | | | 100 | \$ 17,923.13 |
| 2.3 SSAAP Steering Committee | | 16 | 24 | | | | | 40 | | | | 80 | \$ 13,442.86 |
| Task 3. Collect & Analyze Safety Data | 8 | 72 | 96 | 0 | 60 | 200 | 0 | 60 | 200 | 0 | 24 | 720 | \$ 114,399.24 |
| 3.1 Data Collection & Analyze Safety Data | 8 | 48 | 80 | | | 200 | | | 200 | | 24 | 560 | \$ 84,763.32 |
| 3.2 Equity Analysis / LanduseAnalysis | | 24 | 16 | | 60 | | | 60 | | | | 160 | \$ 29,635.92 |
| Task 4. Engagement & Outreach | 16 | 144 | 200 | 0 | 40 | 40 | 0 | 120 | 0 | 0 | 40 | 600 | \$ 117,681.50 |
| 4.1 Outreach Plan | | 4 | 8 | | | | | | | | | 12 | \$ 2,813.23 |
| 4.2 Project Website | | 4 | 8 | | | | | 40 | | | | 52 | \$ 6,670.20 |
| 4.3 SSAAP Steering Committee Meetings | | 24 | 40 | | | | | | | | | 64 | \$ 15,212.37 |
| 4.4 Stakeholder Database | | 8 | 16 | | | | | | | | | 24 | \$ 5,626.47 |
| 4.5 Conduct Stakeholder & Elected Official Interviews (8 virtual stakeholder meetings) | | 40 | 40 | | | | | | | | | 80 | \$ 19,797.17 |
| 4.6 Community Workshops/Meetings & Pop-Up Events | | 24 | 40 | | 40 | | | 40 | | | | 144 | \$ 28,162.13 |
| 4.7 Staff/Board Meetings for Concurrence & Plan Adoption | 16 | 40 | 48 | | | 40 | | 40 | | | 40 | 224 | \$ 39,399.94 |
| Task 5. Strategy & Project Selection | 6 | 92 | 100 | 56 | 0 | 40 | 120 | 40 | 0 | 100 | 40 | 594 | \$ 106,879.48 |
| 5.1 Identify Countermeasures & Projects | 2 | 32 | 24 | 40 | | | 80 | | | | | 178 | \$ 38,340.62 |
| 5.2 Project Identification & Cost Analysis | 2 | 24 | 16 | 16 | | | 40 | | | 100 | | 198 | \$ 31,796.28 |
| 5.3 Project Prioritization | 2 | 20 | 20 | | | | | | | | | 42 | \$ 10,471.68 |
| 5.4 Safety Toolkit | | 16 | 40 | | | 40 | | 40 | | | 40 | 176 | \$ 26,270.90 |
| Task 6. Implementation & Programming | 4 | 32 | 40 | 24 | 0 | 64 | 0 | 0 | 0 | 0 | 0 | 164 | \$ 32,679.77 |
| 6.1 Implementation Framework | 2 | 16 | 24 | | | 24 | | | | | | 66 | \$ 13,210.41 |
| 6.2 Programming Matrix | 2 | 16 | 16 | 24 | | 40 | | | | | | 98 | \$ 19,469.35 |
| Task 7. Policy & Process Changes | 2 | 16 | 24 | | | | | | | | | 42 | \$ 10,159.00 |
| Task 8. Draft & Final Safe Streets for All Action Plan | 8 | 48 | 80 | | | | | 160 | | | 80 | 376 | \$ 56,961.56 |
| Sub-Total without Allowance | 70 | 528 | 772 | 80 | 100 | 344 | 120 | 540 | 200 | 100 | 184 | 3038 | \$ 545,514.86 |
| Other Direct Costs | | | | | | | | | | | | | |
| Travel Costs | | | | | | | | | | | | | \$ 6,000.00 |
| Printing & Miscellaneous | | | | | | | | | | | | | \$ 2,000.00 |
| Total (Without Allowance) | | | | | | | | | | | | | |
| Allowance | | | | | | | | | | | | | |
| Task 9. Demonstration Projects | | 20 | 32 | 40 | | | | | | | | 92 | \$ 22,218.63 |
| Task 10. Neighborhood Traffic Calming Program/Toolkit | 10 | 80 | 80 | 32 | | | | 80 | 80 | | 40 | 402 | \$ 72,026.75 |
| Other Direct Costs - Demonstration Projects Materials | | | | | | | | | | | | | |
| Total (With Allowance) | 80 | 628 | 884 | 152 | 100 | 344 | 120 | 620 | 280 | 100 | 224 | 3532 | \$ 647,760.24 |

| | DKS Associates | | | | | | | | | | | | | |
|--|---------------------|---------------------|-----------------------------|-------------------------------------|---|---|---------------------|-------------------|------------------|-------------|---------|---------|---------|---------|
| Task | Brian Chandler | Josh Pilachowski | Senior Engineer/ Planner | Transportation Engineer/ Planner | Associate Transportation Engineer/ Planner | Assistant Transportation Engineer/ Planner | Project Coordinator | DKS Hours by Task | DKS Cost by Task | | | | | |
| | Task Lead Principal | DKS Project Manager | | | | | | | | | | | | |
| | \$98.57 | \$75.32 | | | | | | | | \$79.83 | \$60.20 | \$53.61 | \$41.98 | \$37.57 |
| | 194.27% | 194.27% | | | | | | | | 194.27% | 194.27% | 194.27% | 194.27% | |
| | 0.00% | 0.00% | | | | | | | | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% |
| | 10.00% | 10.00% | 10.00% | 10.00% | 10.00% | 10.00% | 10.00% | | | | | | | |
| Billing Rate | \$319.07 | \$243.81 | \$258.41 | \$194.87 | \$173.53 | \$135.89 | \$121.61 | | | | | | | |
| Task 1. Project Management, Coordination & Administration | 34 | 10 | 0 | 0 | 0 | 0 | 4 | 48 | \$ 13,772.85 | | | | | |
| 1.1 Kick-Off Meeting | 2 | 2 | | | | | | 4 | \$ 1,125.75 | | | | | |
| 1.2 Monthly Meetings | 8 | 8 | | | | | 4 | 20 | \$ 4,989.47 | | | | | |
| 1.3 Local Coordination & Concurrence | 24 | | | | | | | 24 | \$ 7,657.64 | | | | | |
| Task 2. Leadership Commitment & Goal Setting | 4 | 8 | 0 | 16 | 0 | 0 | 0 | 28 | \$ 6,344.59 | | | | | |
| 2.1 System Review | 2 | 4 | | 16 | | | | 22 | \$ 4,731.22 | | | | | |
| 2.2 Vision & Goal Setting | 2 | 4 | | | | | | 6 | \$ 1,613.37 | | | | | |
| 2.3 SSAAP Steering Committee | | | | | | | | 0 | \$ - | | | | | |
| Task 3. Collect & Analyze Safety Data | 8 | 20 | 0 | 12 | 32 | 48 | 0 | 120 | \$ 21,842.81 | | | | | |
| 3.1 Data Collection & Analyze Safety Data | | | | | | | | 0 | \$ - | | | | | |
| 3.2 Equity Analysis / LanduseAnalysis | 8 | 20 | | 12 | 32 | 48 | | 120 | \$ 21,842.81 | | | | | |
| Task 4. Engagement & Outreach | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$ - | | | | | |
| 4.1 Outreach Plan | | | | | | | | 0 | \$ - | | | | | |
| 4.2 Project Website | | | | | | | | 0 | \$ - | | | | | |
| 4.3 SSAAP Steering Committee Meetings | | | | | | | | 0 | \$ - | | | | | |
| 4.4 Stakeholder Database | | | | | | | | 0 | \$ - | | | | | |
| 4.5 Conduct Stakeholder & Elected Official Interviews (8 virtual stakeholder meetings) | | | | | | | | 0 | \$ - | | | | | |
| 4.6 Community Workshops/Meetings & Pop-Up Events | | | | | | | | 0 | \$ - | | | | | |
| 4.7 Staff/Board Meetings for Concurrence & Plan Adoption | | | | | | | | 0 | \$ - | | | | | |
| Task 5. Strategy & Project Selection | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$ - | | | | | |
| 5.1 Identify Countermeasures & Projects | | | | | | | | 0 | \$ - | | | | | |
| 5.2 Project Identification & Cost Analysis | | | | | | | | 0 | \$ - | | | | | |
| 5.3 Project Prioritization | | | | | | | | 0 | \$ - | | | | | |
| 5.4 Safety Toolkit | | | | | | | | 0 | \$ - | | | | | |
| Task 6. Implementation & Programming | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$ - | | | | | |
| 6.1 Implementation Framework | | | | | | | | 0 | \$ - | | | | | |
| 6.2 Programming Matrix | | | | | | | | 0 | \$ - | | | | | |
| Task 7. Policy & Process Changes | 10 | 32 | 8 | 8 | 20 | 40 | 2 | 120 | \$ 23,768.16 | | | | | |
| Task 8. Draft & Final Safe Streets for All Action Plan | | | | | | | | 0 | \$ - | | | | | |
| Sub-Total without Allowance | 56 | 70 | 8 | 36 | 52 | 88 | 6 | 316 | \$ 65,728.42 | | | | | |
| Other Direct Costs | | | | | | | | | | | | | | |
| Travel Costs | | | | | | | | | | \$ 1,350.00 | | | | |
| Printing & Miscellaneous | | | | | | | | | | | | | | |
| Total (Without Allowance) | | | | | | | | | | | | | | |
| Allowance | | | | | | | | | | | | | | |
| Task 9. Demonstration Projects | | | | | | | | 0 | \$ - | | | | | |
| Task 10. Neighborhood Traffic Calming Program/Toolkit | | | | | | | | 0 | \$ - | | | | | |
| Other Direct Costs - Demonstration Projects Materials | | | | | | | | | | | | | | |
| Total (With Allowance) | 56 | 70 | 8 | 36 | 52 | 88 | 6 | 316 | \$ 67,078.42 | | | | | |

| Task | VRPA Technologies | | | | | | Street Plans (optional) | | | | | Totals | |
|--|---|--|-------------------------------|-------------------|--------------------|-------------------|-------------------------|-------------|-----------------|------------------|----------------|---------------------|--------------------|
| | Georgiena Vivian | Dena Graham | Jeffrey Stine | Technical Support | VRPA Hours by Task | VRPA Cost by Task | Anthony Garcia | Julie Flynn | Dana Wall | SP Hours by Task | SPCost by Task | Total Hours by Task | Total Cost by Task |
| | Task Lead/ Principal-In-Charge | Outreach Specialist/ Contract Administration | Senior Transportation Planner | | | | Principal | Task Lead | Project Planner | | | | |
| | \$107.44 | \$48.69 | \$52.16 | | | | \$0.00 | \$0.00 | \$0.00 | | | | |
| | 200.54% | 200.54% | 200.54% | | | | 0.00% | 0.00% | 0.00% | | | | |
| | 0.00% | 0.00% | 0.00% | | | | 0.00% | 0.00% | 0.00% | | | | |
| | 10.00% | 10.00% | 10.00% | | | | 10.00% | 10.00% | 10.00% | | | | |
| | Billing Rate | \$355.19 | \$160.97 | \$172.44 | \$86.58 | \$325.00 | \$175.00 | \$140.00 | | | | | |
| | Task 1. Project Management, Coordination & Administration | 28 | 32 | 10 | 0 | 70 | \$ 16,820.62 | 0 | 0 | 0 | 0 | \$ - | 348 |
| 1.1 Kick-Off Meeting | 12 | 24 | 6 | | 42 | \$ 9,160.10 | | | | 0 | \$ - | 60 | \$ 13,672 |
| 1.2 Monthly Meetings | 16 | 8 | 4 | | 28 | \$ 7,660.52 | | | | 0 | \$ - | 136 | \$ 34,740 |
| 1.3 Local Coordination & Concurrence | | | | | 0 | \$ - | | | | 0 | \$ - | 152 | \$ 38,082 |
| Task 2. Leadership Commitment & Goal Setting | 0 | 0 | 0 | 0 | 0 | \$ - | 0 | 0 | 0 | 0 | \$ - | 340 | \$ 57,198 |
| 2.1 System Review | | | | | 0 | \$ - | | | | 0 | \$ - | 154 | \$ 24,219 |
| 2.2 Vision & Goal Setting | | | | | 0 | \$ - | | | | 0 | \$ - | 106 | \$ 19,536 |
| 2.3 SSAAP Steering Committee | | | | | 0 | \$ - | | | | 0 | \$ - | 80 | \$ 13,443 |
| Task 3. Collect & Analyze Safety Data | 0 | 0 | 0 | 0 | 0 | \$ - | 0 | 0 | 0 | 0 | \$ - | 840 | \$ 136,242 |
| 3.1 Data Collection & Analyze Safety Data | | | | | 0 | \$ - | | | | 0 | \$ - | 560 | \$ 84,763 |
| 3.2 Equity Analysis / LanduseAnalysis | | | | | 0 | \$ - | | | | 0 | \$ - | 280 | \$ 51,479 |
| Task 4. Engagement & Outreach | 76 | 66 | 31 | 168 | 341 | \$ 57,509.67 | 0 | 0 | 0 | 0 | \$ - | 941 | \$ 175,191 |
| 4.1 Outreach Plan | 2 | 8 | 3 | | 13 | \$ 2,515.42 | | | | 0 | \$ - | 25 | \$ 5,329 |
| 4.2 Project Website | | | | | 0 | \$ - | | | | 0 | \$ - | 52 | \$ 6,670 |
| 4.3 SSAAP Steering Committee Meetings | 0 | 0 | 0 | 0 | 0 | \$ - | | | | 0 | \$ - | 64 | \$ 15,212 |
| 4.4 Stakeholder Database | 0 | 4 | 0 | 24 | 28 | \$ 2,721.85 | | | | 0 | \$ - | 52 | \$ 8,348 |
| 4.5 Conduct Stakeholder & Elected Official Interviews (8 virtual stakeholder meetings) | 16 | 0 | 0 | 16 | 32 | \$ 7,068.36 | | | | 0 | \$ - | 112 | \$ 26,866 |
| 4.6 Community Workshops/Meetings & Pop-Up Events | 50 | 50 | 24 | 120 | 244 | \$ 40,336.24 | | | | 0 | \$ - | 388 | \$ 68,498 |
| 4.7 Staff/Board Meetings for Concurrence & Plan Adoption | 8 | 4 | 4 | 8 | 24 | \$ 4,867.80 | | | | 0 | \$ - | 248 | \$ 44,268 |
| Task 5. Strategy & Project Selection | 0 | 0 | 0 | 0 | 0 | \$ - | 0 | 0 | 0 | 0 | \$ - | 594 | \$ 106,879 |
| 5.1 Identify Countermeasures & Projects | | | | | 0 | \$ - | | | | 0 | \$ - | 178 | \$ 38,341 |
| 5.2 Project Identification & Cost Analysis | | | | | 0 | \$ - | | | | 0 | \$ - | 198 | \$ 31,796 |
| 5.3 Project Prioritization | | | | | 0 | \$ - | | | | 0 | \$ - | 42 | \$ 10,472 |
| 5.4 Safety Toolkit | | | | | 0 | \$ - | | | | 0 | \$ - | 176 | \$ 26,271 |
| Task 6. Implementation & Programming | 0 | 0 | 0 | 0 | 0 | \$ - | 0 | 0 | 0 | 0 | \$ - | 164 | \$ 32,680 |
| 6.1 Implementation Framework | | | | | 0 | \$ - | | | | 0 | \$ - | 66 | \$ 13,210 |
| 6.2 Programming Matrix | | | | | 0 | \$ - | | | | 0 | \$ - | 98 | \$ 19,469 |
| Task 7. Policy & Process Changes | | | | | 0 | \$ - | | | | 0 | \$ - | 162 | \$ 33,927 |
| Task 8. Draft & Final Safe Streets for All Action Plan | | | | | 0 | \$ - | | | | 0 | \$ - | 376 | \$ 56,962 |
| Sub-Total without Allowance | 104 | 98 | 41 | 168 | 411 | \$ 74,330.29 | 0 | 0 | 0 | 0 | \$ - | 3765 | \$ 685,574 |
| Other Direct Costs | | | | | | | | | | | | | |
| Travel Costs | | | | | | \$ 670.00 | | | | | | | \$ 8,020 |
| Printing & Miscellaneous | | | | | | \$ 4,400.00 | | | | | | | \$ 6,400 |
| Total (Without Allowance) | | | | | | | | | | | | | \$ 699,994 |
| Allowance | | | | | | | | | | | | | |
| Task 9. Demonstration Projects | | | | | 0 | \$ - | 40 | 120 | 220 | 380 | \$ 64,800.00 | 472 | \$ 87,019 |
| Task 10. Neighborhood Traffic Calming Program/Toolkit | | | | | 0 | \$ - | | | | | \$ - | 402 | \$ 72,027 |
| Other Direct Costs - Demonstration Projects Materials | | | | | | | | | | | \$ 20,000.00 | | \$ 20,000 |
| Total (With Allowance) | 104 | 98 | 41 | 168 | 411 | \$ 79,400.29 | 40 | 120 | 220 | 380 | \$ 84,800.00 | 4639 | \$ 879,039 |

| ID | Task Name | Duration | Start | Finish | April | | | May | | | June | | | July | | | August | | | September | | | October | | | November | | | December | | | January | | | February | | | March | | | April | | | May | | | June | | | July | | |
|---|---|---------------------------------------|--|--|---|---|--|---|---|---|------|---|---|------|---|---|--------|---|---|-----------|---|---|---------|---|---|----------|---|---|----------|---|---|---------|---|---|----------|---|---|-------|---|---|-------|---|---|-----|--|--|------|--|--|------|--|--|
| | | | | | B | M | E | B | M | E | B | M | E | B | M | E | B | M | E | B | M | E | B | M | E | B | M | E | B | M | E | B | M | E | B | M | E | B | M | E | B | M | E | | | | | | | | | |
| 18 | Staff Workshops and Board Meetings | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 19 | Strategy & Project Selection | 104 days | Fri 9/12/25 | Wed 2/4/26 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 20 | Identify Countermeasures & Projects | 45 days | Fri 9/12/25 | Thu 11/13/25 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 21 | Project Identifications & Cost Analysis | 45 days | Wed 11/5/25 | Tue 1/6/26 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 22 | Project Prioritization | 21 days | Wed 1/7/26 | Wed 2/4/26 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 23 | Safety Toolkit | 21 days | Fri 11/14/25 | Fri 12/12/25 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 24 | Implementation & Programming | 42 days | Thu 1/29/26 | Fri 3/27/26 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 25 | Implementation Framework | 21 days | Thu 1/29/26 | Thu 2/26/26 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 26 | Programming Matrix | 21 days | Fri 2/27/26 | Fri 3/27/26 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 27 | Policy & Process Changes | 45 days | Mon 2/16/26 | Fri 4/17/26 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 28 | Safe Streets for All Action Plan | 105 days | Mon 3/9/26 | Fri 7/31/26 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 29 | Draft Plan | 60 days | Mon 3/9/26 | Fri 5/29/26 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 30 | Final Plan | 45 days | Mon 6/1/26 | Fri 7/31/26 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 31 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Project: Updated Project Sched Date: Tue 1/28/25 | | Task Split Milestone Summary | Project Summary Inactive Task Inactive Milestone Inactive Summary | Manual Task Duration-only Inactive Milestone Manual Summary | Manual Task Duration-only Manual Summary Rollup Manual Summary | Start-only Finish-only External Tasks External Milestone | Start-only Finish-only Manual Progress External Milestone | Deadline Progress Manual Progress | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Page 2 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

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: | | | |
| | | | |
| (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: | |

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

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

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.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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 | DEPARTMENT |
|----------------|------------|
| Sam Mann | PWP |

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! |
|--|--------------------------------------|

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 |
| 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.

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. Sidel
Clerk of the Board of Supervisors

[] Sign] Double click!

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. Sidel
Clerk of the Board of Supervisors

[] Sign] Double click!

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 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: _____ | 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) _____ (attach Continuation Sheet(s) if necessary) | 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: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____ | | |
| Authorized for Local Reproduction Standard Form - LLL | | |

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

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

The consultant, 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: _____

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) 4h. Number of Days _____ (number) 4i. Actual Number of Days _____ (number) | | 4j. Reasons for Change Orders: (Indicate total for each reason) | | | | | |
| | | Errors/Omissions \$ _____ | | % of Base Fee | | | |
| | | Unforeseen Conditions \$ _____ | | % of Base Fee | | | |
| | | Changed Scope \$ _____ | | % of Base Fee | | | |
| | | Changed Quantities \$ _____ | | % of Base Fee | | | |
| | | 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 ACCURACY | Outstanding | Above Avg. | Avg. | Below Avg. | Poor | N/A | Responsiveness To Staff | Outstanding | Above Avg. | Avg. | Below Avg. | Poor | N/A |
|---|-------------|---------------|------|---------------|------|-----|---|-------------|---------------|------|---------------|------|-----|
| 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.

Exhibit I

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 CONSULTANT) agrees as follows:

- a. Compliance with Regulations: CONSULTANT 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: CONSULTANT, 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. CONSULTANT 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 CONSULTANT 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 CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. Information and Reports: CONSULTANT 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 CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONSULTANT has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of CONSULTANT'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 CONSULTANT 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: CONSULTANT 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.

CONSULTANT 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 CONSULTANT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONSULTANT

may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONSULTANT 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 CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") 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 on 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).