

**MASTER ON-CALL AGREEMENT FOR
RIGHT OF WAY CONSULTANT SERVICES**

This Master Agreement for Right of Way Consultant Services (“the Agreement”), is made and entered into this 20th day of August, 2024 (“Effective Date”), by and between the County of Fresno, a political subdivision of the State of California (“the County”), and those companies listed in Exhibit A, which is attached to the Agreement and incorporated by this reference (collectively referred to as “the Consultant”).

Recitals

A. The County’s Department of Public Works and Planning (“Department”) desires to retain the Consultant to provide on-call full service real property appraisal, acquisition and relocation assistance services for associated services including providing litigation guarantees, and any other services deemed necessary for parcels to be acquired for various road, bridge, capital and community development projects (“Project(s)”) proposed by the County.

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

C. The Consultant represents that it is able to provide said services subject to the terms and conditions of this Agreement.

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

The parties therefore agree as follows:

1 **Article 1**

2 **Consultant 's Services**

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

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

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

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

16 1.5 The Consultant may retain, as subconsultants, specialists as the Consultant requires
17 to assist in completing the work in accordance with Article 13 "Subconsultants" and Article 18
18 "Disadvantaged Business Enterprises". The subconsultants shall be listed in Exhibit C,
19 "Subconsultants," attached and incorporated by this reference.

20 1.6 The Consultant agrees the Consultant's principal personnel are licensed as Certified
21 General Appraisers with the California Office of Real Estate Appraisers and hold an MAI
22 Designation from the Appraisal Institute and the professionals or other individuals performing
23 work on any Project(s) shall be adequately trained to perform the work as required by law or by
24 accepted standards of the applicable profession.

25 1.7 The Consultant's services shall be performed as expeditiously as is consistent with
26 professional skill and the orderly progress of the work, based on schedules for each specific
27 Project mutually agreed upon in advance by the Contract Administrator and the Consultant, and
28 consistent with schedules established under Article 3, "Compensation, Invoices, and Payments."

1 1.8 The Consultant shall be fully informed of the requirements of 49 CFR, Part 26 and
2 the California Department of Transportation's (Caltrans) Disadvantage Business Enterprise
3 program developed pursuant to the regulations incorporated herein.

4 1.9 The Consultant shall submit proposals in response to requests issued by the
5 Contract Administrator on a project-by-project basis. The Consultant's proposal at a minimum
6 shall include, but not be limited to, staff qualifications, proposed method, and schedule for
7 completing the task(s), completed federal forms and a sealed cost proposal. The Consultant
8 agrees that each professional or other individual performing work on any such Project(s) shall
9 be adequately trained to perform the work and shall possess the proper license, certification or
10 registration as required by law or by accepted standards of the applicable profession. The
11 Consultant agrees to provide the professional services that are necessary to complete the
12 requested tasks consistent with the scope of its contracted discipline(s), as listed in Exhibit B
13 Scope of Work, when expressly authorized in writing by the Contract Administrator.

14 **Article 2**

15 **County's Responsibilities**

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

21 Erin Haagenson, Program Manager
22 2220 Tulare Street, 6th Floor, Fresno, CA 93721
23 559-388-7292
24 ehaagenson@fresnocountyca.gov

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

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

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

15 3.4 Consultant Fee. Each Consultant's Cost Proposal is attached Exhibit C and
16 incorporated by this reference. If there is any conflict between the provisions set forth in this
17 Agreement and the approved Cost Proposal (Exhibit C), this Agreement shall take precedence.

18 3.5 **Invoices.** The Consultant shall submit invoices electronically to
19 PWPBusinessOffice@fresnocountyca.gov . The Consultant shall submit each invoice within 60
20 days after the month in which the Consultant performs services and in any case within 60 days
21 after the end of the term or termination of this Agreement. Invoices shall clearly identify the
22 Phase and Task of the work, the Notice to Proceed number and the date(s) on which the work
23 was performed and shall be submitted with the documentation identified in Article 3, Section 3.8
24 "Invoice Documentation."

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

1 Consultant for correction and resubmittal. Payment will be issued to the Consultant within forty-
2 five (45) calendar days of the date the Auditor-Controller/Treasurer-Tax Collector receives the
3 approved invoice.

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

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

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

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

12 **Article 4**

13 **Term of Agreement**

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

17 4.2 **Extension.** The term of this Agreement may be extended for no more than one, one-
18 year period only upon written approval of both parties at least 30 days before the first day of the
19 next one-year extension period. The Director of Public Works and Planning or his or her
20 designee is authorized to sign the written approval on behalf of the County based on the
21 Consultant's satisfactory performance. The extension of this Agreement by the County is not a
22 waiver or compromise of any default or breach of this Agreement by the Consultant existing at
23 the time of the extension whether or not known to the County.
24

25 **Article 5**

26 **Notices**

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

1 **For the County:**

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

7 **For the Consultant:**

8 Each Consultant's Address for Notices is listed in Exhibit A to this Agreement.

9 5.2 **Change of Contact Information.** Either party may change the information in section
10 5.1 by giving notice as provided in section 5.3.

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

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

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

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

24 (D) A notice delivered by PDF document attached to an email is effective when
25 transmission to the recipient is completed (but, if such transmission is completed outside
26 of County business hours, then such delivery is deemed to be effective at the next
27 beginning of a County business day), provided that the sender maintains a machine
28 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

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

3 **Article 6**

4 **Termination and Suspension**

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

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

10 (B) Terminate this Agreement.

11 **6.2 Termination for Breach.**

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

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

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

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

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

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

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

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

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

1 **Article 8**

2 **Indemnity and Defense**

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

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

12 **Article 9**

13 **Insurance**

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

16 **Article 10**

17 **Cost Principles and Administrative Requirements**

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

20 10.2 The 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
24 by subsequent audit to be unallowable under 48 CFR 31 or 2 CFR 200 are subject to repayment
25 by 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
28 Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

1 **Article 11**

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

3 11.1 **Inspection of Documents.** The 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 **State Audit Requirements.** If the compensation to be paid by the County under this
10 Agreement exceeds \$10,000, the Consultant is subject to the examination and audit of the
11 California State Auditor, as provided in Government Code section 8546.7, for a period of three
12 years after final payment under this Agreement. This section survives the termination of this
13 Agreement.

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

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

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

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

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

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

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

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

1 exemption from disclosure is not binding on the County, but the County will give at least 10
2 days' advance written notice to the Consultant before disclosing any record subject to the
3 Consultant's assertion of exemption from disclosure. The Consultant shall indemnify the County
4 for any court-ordered award of costs or attorney's fees under the CPRA that results from the
5 Consultant's delay, claim of exemption, failure to produce any such records, or failure to
6 cooperate with the County with respect to any County demand for any such records.

7 **Article 12**

8 **Disclosure of Self-Dealing Transactions**

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

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

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

18 **Article 13**

19 **General Terms**

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

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

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

1 13.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno
2 County, California. Consultant consents to California jurisdiction for actions arising from or
3 related to this Agreement, and, subject to the Government Claims Act, all such actions must be
4 brought and maintained in Fresno County.

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

9 13.6 **Days.** Unless otherwise specified, "days" means calendar days.

10 13.7 **Headings.** The headings and section titles in this Agreement are for convenience
11 only and are not part of this Agreement.

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

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

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

27 13.11 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
28 between the Consultant and the County with respect to the subject matter of this Agreement,

1 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,
2 publications, and understandings of any nature unless those things are expressly included in
3 this Agreement. If there is any inconsistency between the terms of this Agreement without its
4 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving
5 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the
6 exhibits.

7 13.12 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to
8 create any rights or obligations for any person or entity except for the parties.

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

19 13.14 **Authorized Signature.** The Consultant represents and warrants to the County that:

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

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

25 13.15 **Electronic Signatures.** The parties agree that this Agreement may be executed by
26 electronic signature as provided in this section.

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

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

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

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

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

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

19 13.16 **Counterparts.** This Agreement may be signed in counterparts, each of which is an
20 original, and all of which together constitute this Agreement.

21 **Article 14**

22 **Subconsultants**

23 14.1 The Consultant may retain, as subconsultants, specialists in such disciplines
24 including, but not limited to, real property appraisal, acquisition and relocation assistance
25 services and for associated services including providing litigation guarantees as the Consultant
26 requires to assist in completing the work. All subconsultants used by the Consultant shall be
27 approved in writing by the Contract Administrator before they are retained by the Consultant,
28 approval of which shall not be unreasonably withheld. Those subconsultants listed in Exhibit C,

1 shall be considered as approved by the Contract Administrator. The maximum amount of
2 compensation to be paid to the Consultant under Article 5 "Compensation, Allowable Costs and
3 Payments" shall not be increased by any addition or substitution of subconsultants.

4 14.2 The Consultant shall be as fully responsible to the County for the negligent acts and
5 omissions of its consultant and/or subconsultants, and of persons either directly or indirectly
6 employed by them, in the same manner as persons directly employed by the Consultant.

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

15 14.4 The Consultant shall perform the work contemplated with resources available within
16 its own organization; and no portion of the work pertinent to this Agreement shall be
17 subcontracted without prior written authorization by the Contract Administrator, excepting only
18 those portions of the work and the responsible subconsultants that are expressly identified in
19 Exhibit C.

20 14.5 Any subcontract in excess of \$25,000 entered into as a result of this Agreement,
21 shall contain all the provisions stipulated in this Agreement to be applicable to subconsultants.

22 14.6 The Consultant shall pay its subconsultants within fifteen (15) calendar days from
23 receipt of each progress payment made to the Consultant by the County.

24 14.7 Any substitution of subconsultant(s) must be approved in writing by the Contract
25 Administrator in advance of assigning work to a substitute Subconsultant.

1 **Article 15**

2 **Conflict of Interest**

3 15.1 The Consultant shall comply with the provisions of the Fresno County Department of
4 Public Works and Planning Conflict of Interest Code, attached hereto as Exhibit F and
5 incorporated herein by this reference. Such compliance shall include the filing of annual
6 statements pursuant to the regulations of the State Fair Political Practices Commission
7 including, but not limited to, portions of Form 700.

8 15.2 During the term of this Agreement, the Consultant shall disclose any financial,
9 business, or other relationship with the County that may have an impact upon the outcome of
10 this Agreement, or any ensuing County construction project. The Consultant shall also list
11 current clients who may have a financial interest in the outcome of this Agreement, or any
12 ensuing County construction project, which will follow.

13 15.3 The Consultant certifies that it has disclosed to the County any actual, apparent, or
14 potential conflicts of interest that may exist relative to the services to be provided pursuant to
15 this Agreement. The Consultant agrees to advise the County of any actual, apparent or potential
16 conflicts of interest that may develop subsequent to the date of execution of this Agreement.
17 The Consultant further agrees to complete any statements of economic interest if required by
18 either County ordinance or State law.

19 15.4 The Consultant hereby certifies that it does not now have nor shall it acquire any
20 financial or business interest that would conflict with the performance of services under this
21 Agreement. The Consultant hereby certifies that the Consultant or subconsultant and any firm
22 affiliated with the Consultant or subconsultant that bids on any construction contract or on any
23 Agreement to provide construction inspection for any construction project resulting from this
24 Agreement, has established necessary controls to ensure a conflict of interest does not exist.

25 15.5 An affiliated firm is one, which is subject to the control of the same persons, through
26 joint ownership or otherwise.

1 **Article 16**

2 **Errors or Omissions Claims and Disputes**

3 16.1 Definitions:

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

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

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

26 (A) Such amounts held in suspense shall not be paid to the Consultant, pending the
27 final determination as to the Consultant's proportional fault. However, the appropriate
28 percentage of such amount held in suspense shall be paid to the Consultant, once a

1 final determination has been made, and the Consultant thereafter submits a proper
2 invoice to the County. Payment shall be issued in accordance with the procedure
3 outlined in Article 3 “Compensation, Invoices, and Payments”, Section 3.4.

4 16.3 In the spirit of cooperation between the County and the Consultant, the following
5 procedures are established in the event of any claim or dispute alleging a negligent error, act, or
6 omission, of the Consultant.

7 (A) Claims, disputes or other matters in question between the parties, arising out of
8 or relating to this Agreement, shall not be subject to arbitration, but shall be subject to
9 the following procedures.

10 (B) The County and the Consultant shall meet and confer and attempt to reach
11 agreement on any dispute, including what damages have occurred, the measure of
12 damages and what proportion of damages, if any, shall be paid by either party. The
13 parties agree to consult and consider the use of mediation or other form of dispute
14 resolution prior to resorting to litigation.

15 16.4 If the County and the Consultant cannot reach agreement under this Article 16
16 “Errors or Omissions Claims and Disputes”, Section 16.2 Paragraph B, the disputed issues may,
17 upon concurrence by all parties, be submitted to a panel of three (3) for a recommended
18 resolution. The Consultant and the County shall each select one (1) member of the panel, and
19 the third member shall be selected by the other two panel members. The discovery rights
20 provided by California Code of Civil Procedure for civil proceedings shall be available and
21 enforceable to resolve the disputed issues. Either party requesting this dispute resolution
22 process shall, when invoking the rights to this panel, give to the other party a notice describing
23 the claims, disputes and other matters in question. At least twenty (20) working days before the
24 initial meeting of the panel, both parties shall submit all documents such party intends to rely
25 upon to resolve such dispute. If it is determined by the panel that any party has relied on such
26 documentation but has failed to previously submit such documentation on a timely basis to the
27 other party, the other party shall be entitled to a 20-working-day continuance of such initial
28

1 meeting of the panel. The decision by the panel is not a condition precedent to arbitration,
2 mediation or litigation.

3 16.5 Upon receipt of the panel's recommended resolution of the disputed issue(s), the
4 County and the Consultant shall again meet and confer and attempt to reach agreement. If the
5 parties still are unable to reach agreement, each party shall have recourse to all appropriate
6 legal and equitable remedies.

7 (A) The procedures to be followed in the resolution of claims and disputes may be
8 modified any time by mutual agreement of the parties hereto.

9 (B) The Consultant shall continue to perform its obligations under this Agreement
10 pending resolution of any dispute, and the County shall continue to make payments of all
11 undisputed amounts due under this Agreement.

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

15 **Article 17**

16 **Ownership of Data**

17 17.1 All documents, including preliminary documents, calculations, and survey data,
18 required in performing services under this Agreement shall be submitted to, and shall remain at
19 all times the property of the County regardless of whether they are in the possession of the
20 Consultant or any other person, firm, corporation or agency.

21 17.2 The Consultant understands and agrees the County shall retain full ownership rights
22 of the work product of the Consultant for the Project, to the fullest extent permitted by law. In
23 this regard, the Consultant acknowledges and agrees the Consultant's services are on behalf of
24 the County and are "works made for hire," as that term is defined in copyright law, by the
25 County; that the work product to be prepared by the Consultant are for the sole and exclusive
26 use of the County, and that the County shall be the sole owner of all patents, copyrights,
27 trademarks, trade secrets and other rights and contractual interests in connection therewith
28 which are developed and compensated solely under this Agreement; that all the rights, title and

1 interest in and to the work product will be transferred to the County by the Consultant to the
2 extent the Consultant has an interest in and authority to convey such rights; and the Consultant
3 will assist the County to obtain and enforce patents, copyrights, trademarks, trade secrets, and
4 other rights and contractual interests relating to said work product, free and clear of any claim
5 by the Consultant or anyone claiming any right through the Consultant. The Consultant further
6 acknowledges and agrees the County's ownership rights in such work product, shall apply
7 regardless of whether such work product, or any copies thereof, are in possession of the
8 Consultant, or any other person, firm, corporation, or entity.

9 17.3 If this Agreement is terminated during or at the completion of any Project phase,
10 electronic and reproducible copies of report(s) or preliminary documents shall be submitted by
11 the Consultant to the County, which may use them to complete the Project(s) at a future time.

12 17.4 The files provided by the Consultant to the County are submitted for an acceptance
13 period lasting until the expiration of this Agreement (i.e., throughout the duration of the
14 Agreement term, including any extensions). Any defects the County discovers during such
15 acceptance period will be reported to the Consultant and will be corrected as part of the
16 Consultant's "Basic Scope of Work."

17 **Article 18**

18 **State Prevailing Wage Rates**

19 18.1 The Consultant shall comply with the State of California's General Prevailing Wage
20 Rate requirements in accordance with California Labor Code, Section 1770, and all Federal,
21 State, and local laws and ordinances applicable to the work.

22 18.2 Any subcontract entered into as a result of this Agreement if for more than \$25,000
23 for public works construction or more than \$15,000 for the alteration, demolition, repair, or
24 maintenance of public works, shall contain all of the provisions of this Article.

25 18.3 No Consultant or Subconsultant may be awarded an Agreement containing public
26 work elements unless registered with the Department of Industrial Relations (DIR) pursuant to
27 Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of
28 this Agreement, including any subsequent amendments.

1 **Article 19**

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

3 19.1 This Agreement is subject to 49 Code of Federal Regulations (hereinafter referred to
4 as "49 CFR"), Part 26 Participation by Disadvantaged Business Enterprises in Department of
5 Transportation Financial Assistance Programs, Disadvantaged Business Enterprise programs
6 established by other federal agencies and/or the County's Disadvantaged Business Enterprise
7 Program (all of which are hereinafter referred to as "DBE Program(s)").

8 19.2 The Consultant is responsible for being fully informed regarding the requirements of
9 49 CFR, Part 26 and the CALTRANS Disadvantaged Business Enterprise program developed
10 pursuant to the regulations, as detailed in Exhibit G.1 attached hereto and incorporated herein.

11 19.3 Any subcontract entered into as a result of this Agreement shall contain all of the
12 provisions of this Article 19 "DBE Participation" and Exhibit G.1 "DBE Participation."

13 **Article 20**

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

15 20.1 The Consultant warrants that this Agreement was not obtained or secured through
16 rebates, kickbacks or other unlawful consideration, either promised or paid to any County
17 employee. For breach or violation of this warranty, the County shall have the right, in its
18 discretion, to terminate this Agreement without liability; or to pay only for the value of the work
19 actually performed; or to deduct from this Agreement the price or consideration, or otherwise
20 recover, the full amount of such rebate, kickback or other unlawful consideration.

21 **Article 21**

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

23 21.1 The Consultant hereby certifies to the best of his or her knowledge and belief that:
24 *"No state, federal or County appropriated funds have been paid, or will be paid by or on*
25 *behalf of the Consultant to any person for influencing or attempting to influence an officer or*
26 *employee of any state or federal agency; a Member of the State Legislature or United States*
27 *Congress; an officer or employee of the Legislature or Congress; or any employee of a*
28 *Member of the Legislature or Congress, in connection with any of the following:*

1 22.2 During the performance of this Agreement, the Consultant and its subconsultants
2 shall not deny this Agreement's benefits to any person on the basis of race, religious creed,
3 color, national origin, ancestry, physical disability, mental disability, medical condition, genetic
4 information, marital status, sex, gender, gender identity, gender expression, age, sexual
5 orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow
6 harassment against any employee or applicant for employment because of race, religious
7 creed, color, national origin, ancestry, physical disability, mental disability, medical condition,
8 genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual
9 orientation, or military and veteran status. The Consultant and subconsultants shall ensure that
10 the evaluation and treatment of their employees and applicants for employment are free from
11 such discrimination and harassment.

12 22.3 The Consultant and subconsultants shall comply with the provisions of the Fair
13 Employment and Housing Act (Gov. Code §12990 et seq.) and the applicable regulations
14 promulgated thereunder (2 CCR §11000 et seq.), the provisions of Government Code §§11135
15 et seq., and the regulations or standards adopted by the County to implement such provisions.
16 The applicable regulations of the Fair Employment and Housing Commission implementing
17 Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the
18 California Code of Regulations, are incorporated into this Agreement by reference and made a
19 part hereof as if set forth in full.

20 22.4 Consultant shall permit access by representatives of the Department of Fair
21 Employment and Housing and the County upon reasonable notice at any time during the normal
22 business hours, but in no case less than twenty-four (24) hours' notice, to such of its books,
23 records, accounts, and all other sources of information and its facilities as said Department or
24 the County shall require in order to ascertain compliance with the requirements of this Article 22.

25 22.5 The Consultant and subconsultants shall give written notice of their obligations under
26 this Article 22 to labor organizations with which they have a collective bargaining or other
27 agreement.

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1 which certifies that the Consultant or any person associated therewith in the capacity of owner,
2 partner, director, officer, or manager:

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

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

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

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

11 23.2 Any exceptions to this certification must be disclosed to the County on Exhibit I
12 “Debarment and Suspension Certification.” Exceptions will not necessarily result in denial of
13 recommendation for award but will be considered in determining Consultant responsibility.
14 Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

15 23.3 Exceptions to the Federal Government Excluded Parties Listing System maintained
16 by the General Services Administration are to be determined by the Federal Highway
17 Administration.

18 **Article 24**

19 **Executive Order N-6-22**

20 24.1 Under Executive Order N-6-22 as a consultant, subconsultant, or grantee,
21 compliance with the economic sanctions imposed in response to Russia’s actions in Ukraine is
22 required, including with respect to, but not limited to, the federal executive orders identified in
23 the EO and the sanctions identified on the U.S. Department of the Treasury website
24 ([https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-](https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationalsandblocked-persons-list-sdn-human-readable-lists)
25 [nationalsandblocked-persons-list-sdn-human-readable-lists](https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationalsandblocked-persons-list-sdn-human-readable-lists)). Failure to comply may result in the
26 termination of contracts or grants, as applicable.

1 **Article 25**

2 **Contingent Fees**

3 25.1 The Consultant warrants, by execution of this Agreement that no person or selling
4 agency has been employed, or retained, to solicit or secure this Agreement upon an agreement
5 or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona
6 fide employees, or bona fide established commercial or selling agencies maintained by the
7 Consultant for the purpose of securing business. For breach or violation of this warranty, the
8 County has the right to: annul this Agreement without liability, and to pay only for the value of
9 the work actually performed; or in its discretion to deduct from the Agreement the price or
10 consideration, or otherwise recover, the full amount of such commission, percentage,
11 brokerage, or contingent fee.

12 **Article 26**

13 **Inspection Of Work**

14 26.1 The Consultant and any subconsultant shall permit the County, the state, and the
15 FHWA to review and inspect the Project activities and files at all reasonable times during the
16 performance period of this Agreement including review and inspection on a daily basis.

17 **Article 27**

18 **Safety**

19 27.1 Consultant shall comply with OSHA regulations applicable to Consultant regarding
20 necessary safety equipment or procedures. Consultant shall comply with safety instructions
21 issued by the County Safety Officer and other County representatives. Consultant personnel
22 shall wear hard hats and safety vests at all times while working on any Project-related
23 construction site.

24 27.2 Pursuant to the authority contained in Vehicle Code §591, the County has
25 determined that such areas are within the limits of the Project and are open to public traffic.
26 Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15
27 of the Vehicle Code. Consultant shall take all reasonably necessary precautions for safe
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1 operation of its vehicles and the protection of the traveling public from injury and damage from
2 such vehicles.

3 27.3 Any subcontract entered into as a result of this Agreement shall contain all of the
4 provisions of this Article 27.

5 **Article 28**

6 **Confidentiality Of Data**

7 28.1 All financial, statistical, personal, technical, or other data and information relative to
8 the County's operations, which are designated confidential by the County and made available to
9 the Consultant in order to carry out this Agreement, shall be protected by the Consultant from
10 unauthorized use and disclosure.

11 28.2 Permission to disclose information on one occasion, or public hearing held by the
12 County relating to this Agreement shall not authorize the Consultant to further disclose such
13 information, or disseminate the same on any other occasion.

14 28.3 The Consultant shall not comment publicly to the press or any other media regarding
15 this Agreement or the County's actions on the same, except to the County's staff, the
16 Consultant's own personnel involved in the performance of this Agreement, at public hearings or
17 in response to questions from a Legislative committee.

18 28.4 The Consultant shall not issue any news release or public relations item of any
19 nature, whatsoever, regarding work performed or to be performed under this Agreement without
20 prior review of the contents thereof by the County, and receipt of the County's written
21 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
24 and 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 **National Labor Relations Board Certification**

3 29.1 In accordance with Public Contract Code Section 10296, the Consultant hereby
4 states under penalty of perjury that no more than one final unappealable finding of contempt of
5 court by a federal court has been issued against the Consultant within the immediately
6 preceding two-year period, because of the Consultant's failure to comply with an order of a
7 federal court that orders the Consultant to comply with an order of the National Labor Relations
8 Board.

9 **Article 30**

10 **Evaluation Of The Consultant**

11 30.1 The Consultant's performance will be evaluated by the County. A copy of the
12 evaluation (Exhibit J) will be sent to the Consultant for comments. The evaluation together with
13 the comments shall be retained as part of the Agreement record.

14 **Article 31**

15 **Funding Requirements**

16 31.1 It is mutually understood between the parties that this Agreement may have been
17 written before ascertaining the availability of funds or appropriation of funds, for the mutual
18 benefit of both parties, in order to avoid program and fiscal delays that would occur if the
19 Agreement were executed after that determination was made.

20 31.2 This Agreement is valid and enforceable only if sufficient funds are made available to
21 the County for the purpose of this Agreement. In addition, this Agreement is subject to any
22 additional restrictions, limitations, conditions, or any statute enacted by the Congress, State
23 Legislature, or the County governing board that may affect the provisions, terms, or funding of
24 this Agreement in any manner.

25 31.3 It is mutually agreed that if sufficient funds are not appropriated, this Agreement may
26 be amended to reflect any reduction in funds.

27 31.4 In the event the Consulter reduces the scope of Consultant's work under the
28 Agreement for a specific Project (or discontinues a specific Project), whether due to a deficiency

1 in the appropriation of anticipated funding or otherwise, the Consultant will be compensated on
2 a pro rata basis for actual work completed and accepted by the Contract Administrator in
3 accordance with the terms of the Agreement.

4 31.5 The County has the option to terminate the Agreement pursuant to Article 6
5 Termination and Suspension, or by mutual agreement to amend the Agreement to reflect any
6 reduction of funds.

7 **Article 32**

8 **Title VI Assurances**

9 32.1 The provisions of Title VI are hereby attached, unmodified as part of this Agreement
10 (Exhibit K). Exhibit K, "Title VI Assurances" Appendices A and E, and if applicable Appendices
11 B, C, and D, must be inserted, unmodified, in all subcontracts to perform work under the
12 Agreement.

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

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

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

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

24 *[SIGNATURE PAGE FOLLOWS]*

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

2 CONSULTANT

COUNTY OF FRESNO

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(see attached signature Pages)

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

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

9
10

By:
Deputy

11 For accounting use only:

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

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

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

16 Account No.: 7295

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Overland, Pacific & Cutler, LLC (OPC)

DocuSigned by:
By Brian Everett
F30E68706598408
Brian Everett, President, Real Estate Division

Mailing Address:
980 9th Street, Suite 1600
Sacramento, CA 95814

1 Paragon Partners Consultants, Inc.

2
3 By 
4 William McCawley, Vice President/Chief Financial Officer

5 Mailing Address:
6 5660 Katella Ave., Suite 100
7 Cypress, CA 90630

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Exhibit A List of Consultants

Overland, Pacific & Cutler, LLC (OPC).
980 9th Street, Suite 1600
Sacramento, CA 95814
Brian Everett, President, Real Estate Division
562.855.3155
beverett@transystems.com

Paragon Partners Consultants, Inc.
5660 Katella Ave., Suite 100
Cypress, CA 90630
William McCawley, Vice President/Chief Financial Officer
714.379.3376 x 103
bmccawley@paragon-partners.com
Project Manager: Cheryl DeMucci, Vice President
P: 714-379-3376
Cdemucci@paragon-partners.com

Scope of Services

The services required are generally as described in this Scope of Service; however, Exhibit "I" includes, in the case of some of the tasks, more detailed descriptions of the processes associated with the services to be provided. Adherence thereto is to be considered to be required of the consultant's prosecution of a given task and these descriptions are supplementary to the descriptions in this Scope; provided however, that in the event of a conflict between this Scope of Services and Exhibit "I", the requirements in this Scope shall govern. Note that it is Consultant's responsibility to keep apprised and follow any revisions to applicable rules, codes, and regulations pertaining to the services to be performed hereunder, regardless of whether or not a specific code section is referenced in this Scope of Services or its attachments.

- A. Generalized Duties. Projects may include Federal Highway Projects – requires Level 3 certification by Caltrans for Appraisal, Acquisition and Relocation Assistance.
 - 1. Provide Litigation Guarantees
 - 2. Prepare Right-Of-Way Cost Estimates
 - 3. Prepare Appraisals
 - 4. Prepare Review Appraisals
 - 5. Provide Acquisition Services
 - 6. Provide Residential And Business Relocation Services
- B. Provide Litigation Guarantees – See Exhibit I, requirements for Fresno County Litigation Guarantees.
- C. Prepare Right-of-Way cost estimates.
 - 1. Review right-of-way drawings and project plans prepared by County and communicate with County staff to ensure that Consultant is aware of all right-of-way needs, temporary construction permits and grade matches required for the Project.
 - 2. Based on right-of-way maps and survey data prepared by County, provide estimates of the cost of the right-of-way for a project.
- D. Perform Appraisals – Appraisal Consultants are required to possess:
 - 1. Appropriate Appraisal license as issued by the California Office of Real Estate Appraisers in accordance to the degree, complexity and value of the appraisal required:
 - a) Residential License for any noncomplex 1-4 family property with value of \$1 million and Nonresidential property with a transaction value up to \$250,000.
 - b) Certified Residential License for any 1-4 family property without regard to transaction value or complexity; and Nonresidential property with a transaction value up to \$250,000.

- c) Certified General License for all real estate without regard to transaction value or complexity.
- d) Minimum two (2) years experience in appraisal of rights for eminent domain purposes.
- e) Successful completion of a course in appraisal of partial acquisitions for public agencies.
- f) Knowledge of the Uniform Relocation and Real Property Acquisition Policies Act and state eminent domain law.
- g) Successful completion of a course in State Eminent Domain Law taught by a recognized organization.
- h) Specific knowledge and experience appropriate for the proposed project.

2. Appraiser Responsibilities under the Uniform Act:

- a) Property owner must be notified in writing of Agency's decision to appraise.
- b) Property owner or designee must be given opportunity to accompany appraiser during property inspection.
- c) Sending Title VI information.
- d) Diary entry of notifications and contacts.
- e) Appraisal to contain minimum recognized standards public acquisition according to requirements outlined in 49 CFR 24.103, Criteria for Appraisals.
- f) All appraisals must contain Appraiser and Review Appraiser Certificates.

E. Perform Appraisal Reviews – Review Appraiser Consultant responsibilities:

- 1. Each appraisal must be reviewed by a qualified review appraiser and contain a Review Appraiser Certificate. The review appraiser is the person responsible for appraisal quality and completeness and accuracy of the value determination. The review appraiser must remain independent and must not be subject to undue influence or pressure from any source to arrive at a particular value or to accept inadequate appraisal reports. For this reason, it is recommended there be a distinct and separate association between the fee and review appraisers in order to maintain the integrity of the review process. It is essential the review appraiser understands his/her responsibility is to recommend an estimate of value for just compensation determination by the acquiring agency. The Uniform Act requires that an official of the acquiring agency (County) must make the final determination of just compensation.

2. Review Appraiser Consultants are required to possess:
 - a) Certified Residential License for any 1-4 family property without regard to transaction value or complexity; and Nonresidential property with a transaction value up to \$250,000 or
 - b) Certified General for all real estate without regard to transaction value or complexity.
 - c) Minimum two (2) years experience in reviewing appraisals for eminent domain purposes.
 - d) Successful completion of a course in appraisal of partial acquisitions for public agencies.
 - e) Successful completion of a course in the Uniform Relocation Assistance and Real Property Acquisition Policies Act taught by a recognized organization.
 - f) Specific knowledge and experience appropriate for the proposed project, including effects of State Eminent Domain Law on the appraisal process.
 3. Review Appraiser Responsibilities under the Uniform Act:
 - a) Confirmation of Analysis of Highest and Best Use, and Cost to Cure Damages.
 - b) Confirmation of valuation.
 - c) Confirmation of Calculations and Report Integrity.
 - d) Preparation of signed statement certifying value of appraisal reviewed, including an explanation of the basis for recommendation.
- F. Perform Acquisition
1. Acquisition Consultants are required to possess:
 - a) Real Estate Broker's or Salesperson's License (when under the direct supervision of a Real Estate Broker) as issued by the CA Department of Real Estate (required by law). All Right of Way Contracts must be approved for content and signed or initialed by the Real Estate Broker.
 - b) Minimum two (2) years experience in the acquisition of rights for eminent domain purposes.
 - c) Successful completion of courses in the Uniform Relocation Assistance and Real Property Acquisition Policies Act taught by recognized organizations.
 - d) Specific knowledge and experience appropriate for the proposed project, including knowledge of State Eminent Domain Law.

2. Acquisition Consultants Responsibilities under the Uniform Act:
 - a) Ensure establishment of just compensation by County prior to initiation of negotiations, including mailing offer letters.
 - b) Expeditious acquisition within 30-days of approved appraisal.
 - c) First Written Offer should be presented in person when possible.
 - d) Summary Statement (basis for the appraisal) to be included with the first written offer.
 - e) Owner to be given responsible time to consider offer and present material relevant to value determination (i.e. 30 days and a minimum of 3 contacts).
 - f) Payment is required before taking possession (49 CFR 24.102[jj])
County is responsible for payment of all incidental expenses (title, escrow, surveys, prepayment penalties, etc.
 - g) Preparation of Administrative Settlements when it is reasonable and in the public interest (49 CFR 24.102[jj]).
 - h) Diary entries including, but not limited to, confirmation of delivering Title VI information if project is federally funded.
 - i) By signing this Agreement, the Broker or Principal of the Company acknowledges responsibility for maintaining a complete file on each parcel.
 - j) Follow record keeping requirements per 49 CFR 24.9.
3. Additional Acquisition Consultants Responsibilities:
 - a) Review right-of-way drawings and project plans prepared by County and communicate with County staff to ensure that Consultant is aware of all right-of-way needs, temporary construction permits and grade matches required for the Project.
 - b) Meet with County staff to establish an understanding of the basic project design philosophy, scheduling, and purpose.
 - c) Order and review litigation guarantees and provide copy to the County.
 - d) Perform appraisals to determine costs of land, improvements, and cost to cure items.
 - e) Perform independent review of appraisals and have appraiser modify and correct as necessary.
 - f) Deliver reviewed and approved appraisal to County for County to determine just compensation.
 - g) Prepare a written offer of just compensation for review by County staff.

- h) Prepare revised documents due to title changes or appraisal revisions.
 - i) Prepare miscellaneous documents for property owner's signature such as right-of-way contracts, deeds, rights-of-entry, temporary construction permits, and grade matches.
 - j) Provide notary service and notarize deeds to convey title to acquired property.
 - k) Review owner submitted appraisals and take appropriate action as necessary.
 - l) Process and recommend for payment invoices for owner's appraisals.
 - m) Prepare and present Board of Supervisors items to approve Right-of-way contracts and accept deeds.
 - n) Prepare temporary construction permit and right of entry documents.
 - o) Process Board items for payments to owners.
 - p) Open required escrows and follow until closure and Title Policy is issued.
 - q) Prepare Resolution of Intention and Resolution of Necessity and take to Board all unsettled properties that require acquisition through Eminent Domain.
 - r) Assist County Counsel in the eminent Domain process including processing settlement payments.
- G. Provide Relocation Assistance – requires Level 3 certification by Caltrans for Acquisition and Relocation Assistance.
1. Relocation consultants are required to possess:
 - a) Minimum two (2) years experience at the working level providing public agency relocation assistance.
 - b) Successful completion of courses in the Uniform Relocation Assistance and Real Property Acquisition Policies Act taught by recognized organizations.
 - c) Specific knowledge and experience appropriate for the proposed project, including State Eminent Domain Law.
 2. Generally, identify for the County the applicable statutory schemes and regulations governing relocation assistance programs and plans applicable to the project in question.
 3. Prepare workable Relocation Assistance Plan that complies with all requirements of State Community Housing Guidelines, California Code of

Regulations, Title 25, and the Federal Uniform Act, if applicable, as well as the Regulations for Implementation of the California Relocation Assistance Law and Property Acquisition Procedures; and review with the Project Manager. The Relocation Assistance Plan shall include but not be limited to the following:

- a) Analysis of the needs of the homeowners, business owners and tenants which would include the number of occupants residing in a dwelling, family size and ages, household income, and special needs.
 - b) Analysis of replacement housing resources and the determination as to whether sufficient housing is available to accommodate the number of those being displaced in a project.
 - c) Personal contact with as many of the residential owners as practicable in the project.
 - d) Analysis of the businesses and/or agencies being displaced and available resources.
4. Establish and maintain an accurate and complete working file for each owner and/or tenant to be displaced.
 5. Issue appropriate notices in a timely manner.
 6. Schedule meetings and negotiations with property owners as required.
 7. Present all relocation offers to owners and tenants.
 8. Review any relocation appeals and submit with response to Project Manager.
 9. Prepare required documentation for payment of claims within five (5) working days of signature of claimant, including properly executed W-9 and 590 tax forms.
 10. Notify Project Manager of needs for eviction notices.
 11. Advise the Project Manager of the amount the County should budget to accomplish the work effort.
 12. Calculate relocation assistance payments for affected entities and individuals.
 13. Propose workable solutions and assist the County in resolving, to the County's satisfaction, issues with affected entities and individuals.
 14. Develop a schedule of events for County's compliance with relocation assistance laws and regulations in relation to the specific project.
 15. Assist an eligible owner or tenant to plan its move from the premises and to claim the relocation benefits. The Relocation Consultant may:

- a) Consult with the business concern, homeowner, or tenant regarding the amount of space and other requirements needed at the new location.
 - b) Advise on cost and availability of suitable new premises and supply names of real estate brokers who may be able to assist the business concern homeowner, or tenant with referrals.
 - c) Inform the business concern, homeowner or tenant of the availability of other programs and agencies providing guidance and financial assistance.
 - d) Assist the business concern, homeowner or tenant with the documentation of its relocation claim.
16. Residential Relocation includes but is not limited to the following:
- a) Interview prospective displacees to ascertain relocation housing needs and verify income and rent/mortgage payments and determine if any special needs exist in the household.
 - b) Inform displacees of available relocation assistance services and benefits and explain relocation process.
 - c) Provide advisory assistance on an on-going basis including referrals to and coordination with social service agencies, housing authorities and any other services which may be required.
 - d) Prepare notices and personally deliver required notices which may include informational statements, Notices of Displacement, 90-Day Notices to Vacate and other notices.
 - e) Provide displacee, in writing, with referrals to comparable replacement housing.
 - f) Determine eligibility of each displacee and amount of relocation benefits, including moving payments, rental, down payment assistance and replacement housing payments and to the extent possible. Include at least three (3) comparables in the computation and prepare Entitlement Letter to each displacee.
 - g) Conduct “decent, safe and sanitary” inspections of comparable replacement dwellings and advise displacee of findings.
 - h) Prepare all necessary claim forms, secure displacee’s signatures on claim forms, and submit claim forms to County for processing. When checks are available, personally deliver checks to displacee whenever possible.
 - i) Obtain moving cost estimates as needed and monitor the move as required.
 - j) Maintain files on each displacee and submit completed files to County when displacee has received final payment.

- k) Provide County with monthly status reports or as required and a written report in a form pre-approved by County staff summarizing the status of the relocation for each displacee monthly.
 - l) Provide project management services to coordinate and meet with County staff to discuss progress and schedule as needed.
17. Business Relocation includes but is not limited to the following:
- a) Interview prospective displacees to ascertain relocation needs.
 - b) Inform displacees of available relocation assistance services and benefit and explain the relocation process.
 - c) Prepare notices under the direction of the County and deliver required notices, which may include Informational Statements, Notices of Displacement, 90-Day Notices to Vacate, and other notices.
 - d) Provide on-going advisory assistance to business owners.
 - e) Provide field surveillance and documentation of business relocations when required.
 - f) Provide displacee, in writing, with referrals to comparable business locations and assist in any planning and/or permitting issues.
 - g) Advise business owners of potential claim for loss of goodwill.
 - h) Negotiate with business owner for fixtures and equipment (F&E) as may be required.
 - i) Facilitate the Notice of Bulk Transfer, fees for same to be paid by County.
 - j) Prepare specifications for the move and inventory of personal property, coordinating with acquisition agent to assure that there is no dispute with property owner, if the owner is not business owner.
 - k) Obtain minimum of two bids from movers that are suited to the type of business being relocated.
 - l) Monitor the actual move to replacement site and re-establishment activities, as necessary.
 - m) Determine eligibility of each business and the proposed amount of relocation benefits, including actual and reasonable moving payments, re-establishment payments or the "in-lieu" payment and deliver Entitlement Letter.
 - n) Prepare all necessary claim forms, secure claimant's signature on claim forms, and submit claim forms to County for processing and payment. When checks are available. Personally deliver check to displacee, whenever possible.

- o) Maintain files on each displacee, provide County with monthly status report or as required and submit completed files to County when displacee has received final payment.
 - p) Provide project management services to coordinate and meet with County staff to discuss progress and schedule as needed.
- H. Maintain detailed records of all services performed in hardcopy, original editable electronic format (word, excel, etc.) and in scanned (.pdf) format, and provide such records to County upon completion of associated task. Such records shall be maintained in a fashion that they are readily accessible by County staff, and all .pdf files shall be searchable. Records shall be adequate to conform with the auditing requirements of the funding agency for the project in question. Review and purge current County Real Property records in accordance with adopted records retention plan.

Exhibit I

Requirements For Fresno County Litigation Guarantees

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

1. Escrow Officer's Name
2. Escrow Officer's Phone Number
3. Escrow Officer's Fax Number
4. Escrow Officer's Email Address
5. Escrow Number
6. Property Owner's Name
7. Property Situs Address
8. Schedule A
 - a. Name of Assured: County of Fresno
 - b. Date of Guarantee:
 - c. "This Litigation Guarantee is furnished solely for the purpose of facilitating the filing of an action to: Eminent Domain
 - d. The estate or interest in the Land which is covered by this Guarantee is: Fee.
 - e. Title to the estate or interest in the land is vested in:
 - f. Legal Description:
9. Schedule B
 - a. Defects, liens (Deeds of Trust), encumbrances or other matters affecting title.
 - b. Part One
 - i. General and special taxes and assessments for the current fiscal year
 - ii. The lien of supplemental taxes, if any
 - iii. Water rights, claims or title to water
 - iv. Taxes and assessments, if any, of the property's water district
 - v. Easements
 - vi. Any declarations of homestead
 - c. Part Two

i. Plat Map

10. Schedule C

- a. Mailing Addresses, Recording Information, and their corresponding Paragraph Number

11. Any exclusions from coverage of the Litigation Guarantee

12. Any Guarantee conditions and stipulations

13. Attachments, if applicable:

- a. Exceptions
- b. Vesting (Deeds)
- c. Other Documents (including, but not limited to: Declaration of Homestead, etc)
- d. Plat Map

Updated Litigation Guarantees

Updated Litigation Guarantees should be submitted with the above information, with the most current information available, including but not limited to:

- 1. Taxes paid, if applicable
- 2. New Deeds, if applicable

Requirements for Fresno County Appraisals
(Includes F.H.W.A. and H.U.D. Appraisal Requirements)

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

1. Purpose of Appraisal:

- A. Statement of limiting conditions
- B. Value to be estimated
- C. Rights or interest to be appraised
- D. Date of value

2. Owner contacted:

- A. Owner or his representative given opportunity to accompany the appraiser - person and date contacted.
- B. An unconfirmed letter is not acceptable, some form of acknowledgement from owner is needed.

3. Five-year Delineation of Title:

All sales of subject property in last five years shall be noted. If no sale has occurred, a statement to that effect shall suffice.

4. Description of Property:

- A. Location, present use, total area, zoning, special features, identification - condition of improvements (leased, amount, length, name of lessee, etc.) similar description for remainder where applicable.
- B. Personally inspected - date.

5. Highest and Best Use:

Stated and justified if different from present use. Similar information for remainder where applicable.

6. Photographs of Subject Property: Identify principal improvements and unusual features.

7. Cost Approach:

A. If not applicable - reason why not.

B. Cost data source.

C. All depreciation - reasoning.

8. Market Approach:

A. If not applicable - reason why not.

B. Direct comparison of sales to subject.

C. Adjustment - analysis and reasoning.

9. Income Approach:

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

10. Comparable Sales:

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

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

C. Conditions of sale.

D. Highest and Best Use at time of sale.

- E. Sale personally inspected - date.
 - F. Photographs; identified and includes principal improvements and unusual features.
 - G. Map showing location of sale - APN map with picture attached - ok.
 - H. Schedule of sales - grouped by size and zoning use - oldest first. (Can be with exhibits.)
11. Benefits and Compensable Damages Considered in Accordance with State and Federal Laws:
12. Correlation and Conclusion of Value:
- A. Correlation of the separate indications of value derived of each approach when more than one approach is used.
 - B. Reasonable explanation for final conclusion of value.
13. Value Conclusion Allocated:
- A. Value of property to be acquired.
 - B. Damages to remainder.
14. Subject Property and Comparable Sales Personally Inspected.
15. Appraisals Must be Signed.
16. Affidavit of Non-Interest Must be Acceptable.
17. Exhibits Addenda
- Descriptive materials - area, maps, charges, plans, etc.
18. Specialty Items (if applicable):
- A. Legal Opinion.

B. Contractor's Bids.

C. Inspection Report, etc.

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

A. Number of tenants.

B. Owners.

C. Value of residence and lot (if on farmland).

D. Lease/rent payment or economic rent if owner occupied.

E. Date they moved in or bought property.

Appraisal Requirements continued:

- A. Federal Common Rule Requirements, including, but not limited to, Executive Order 11246, as amended by Executive Orders 11375 and 12086 and implementing regulations issued at 41 CFR Chapter 60; Davis-Bacon Act as amended (40 U.S.C. 276a to a-7 and 29 CFR, Part 5); Copeland "Anti-Kick Back" Act (18 U.S.C. 874 and 29 CFR, Part 3); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330 and 29 CFR, Part 5); Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)); Section 506 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738; Environmental Protection Agency Regulations (40 CFR Part 15); and applicable sections of 24 CFR 85. Also in the common rule are mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub L. 94-163).
- B. Office of Management and Budget Circulars No. A-21, A-102 revised, A-87, A-110, A-122 and A-128 as they relate to the acceptance and use of Federal funds under this program.
- C. Executive Order 11063, as amended by Executive Order 12259, and implementing regulations at 24 CFR Part 107, as they relate to non-discrimination in housing.
- D. The Architectural Barriers Act of 1968 (42 U.S.C. 4151).
- E. Clean Air Act of 1970 (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.).
- F. Bidding requirements contained in the California Public Contracts Code.
- G. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) and HUD implementing regulations, 24 CFR, Part 42 and 24 CFR 570.612.
- H. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations 24 CFR Part 1 as it relates to prohibiting discriminatory action under any activity receiving federal funds.
- J. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), as amended, and implementing regulations 24 CFR Part 107 as it relates to fair housing.
- K. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended and implementing regulations when published for effect as they relate to non-discrimination against the handicapped.
- L. The Age Discrimination Act of 1975, (Pub. L. 94-135) as amended, and implementing regulations contained in 10 CFR Part 1040 and 45 CFR Part 90.
- M. The lead based paint requirements of 24 CFR Part 35 Subpart B issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.).
- N. Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto (24 CFR Section 570.601) as it relates to prohibiting discriminatory actions in activities funded by Community Development Funds.
- O. Section 3 of the Housing and Urban Development Act of 1968, as amended and implementing regulations at 24 CFR Part 135.

- P. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 12888 relating to the prevention, control, and abatement of water pollution.
- Q. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234).
- R. No member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, and that it shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this certification.
- S. Additionally, all conflict requirements noted in 24 CFR 570.611 shall be complied with by all parties.
- T. Title I Section 104(b)(5) of the Housing and Community Development Act as amended and implementing regulations at 24 CFR, 570.200 relating to Special Assessments.
- U. Section 106 of the National Historic Preservation Act and implementing regulations at 36 CFR Part 800.
- V. The Endangered Species Act of 1973, as amended, and implementing regulations at 50 CFR Part 402.
- W. Title I of the Housing and Community Development Act of 1974, as amended, and implementing regulations contained in 24 CFR, Part 570 and in 24 CFR, Part 85
- X. The use of CDBG funds by a religious organization shall be subject to those conditions as prescribed by HUD for the use of CDBG funds by religious organizations.
- Y. All contracts shall include a "Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion-Lower tier Covered Transactions" as required by 29 CFR, Part 98.

Acquisition Procedures for Projects

- 1) A request is received from the County to acquire property for a given project. The County sends Consultant a notice to proceed and authority to order Title Reports. The County provides maps and descriptions.
- 2) The acquisition agent studies the appraisal and related project information and reviews it with the appraiser, design and right-of-way engineer, etc., if necessary. This ensures that the agent can explain the acquisition in detail to the property owner.
- 3) The agent prepares the necessary documents, which may include a Right-of-Way Contract, Purchase Contract, Quitclaim Deed, Easement Deed, Grant Deed or other documents.
- 4) The agent makes contact with the property owner to acquire the necessary property rights. At the first meeting, the owner is provided with the Land Acquisition Brochure and Summary Statement covering the rights of the property owner. An appraisal summary also given the property owner, lists the property and improvements to be acquired, as well as any severance damage resulting from the acquisition. The agent works with the owner and the County to resolve any problems identified by the owner.
- 5) A Memorandum of Settlement in each parcel file sets out the details of the settlement. It must be approved by the Consultant and a written explanation of any difference from the appraised value noted on the Memorandum.
- 6) Upon recommendation by the County Representative, all non-County of Fresno acquisitions are submitted for approval to the appropriate representative or governing body of the agency or City for which the acquisition is made.
- 7) Upon completion of the acquisition, Consultant submits the signed documents to the Board of Supervisors for approval for County projects.
- 8) Following acceptance of the settlements, an escrow is opened for a majority of the acquisitions. The title company clears all encumbrances affecting title, including deeds of trust as requested, delinquent taxes and liens. At close of escrow, a title insurance policy is issued and the funds disbursed to the property owner. In the case of a minor acquisition, of little or no monetary consideration, no escrow is used and deeds are recorded directly after the Board of Supervisors acceptance.

If acquisition cannot be completed under the procedures outlined above, an eminent domain (condemnation) proceeding may be initiated, as follows:

- 1) Determine that the property owners have received sufficient information in time for consideration of the offer in order to make the decision to accept or not.
- 2) Owners are provided written notice of a hearing before the governing body of the County (Board of Supervisors, City Council, Board of Trustees, etc.). Owners are invited to discuss their concerns relating to the proposed Resolution of Necessity.

- 3) If the County's Board of Supervisors adopts the Resolution of Necessity, the County will authorize their County Counsel to institute Eminent Domain Proceedings. Consultant assists County Counsel with the condemnation cases and gives recommendations to County Counsel concerning settlements prior to submission to the County's Board of Supervisors or the filing of a Final Order in Condemnation by County Counsel.

KEY PERSONNEL

Our project team represents the best in right of way, relocation, appraisal, and related services. Below provides brief overviews of the background and credentials of the proposed staff, followed by several comparable projects. This area also defines the staff job classification and information on our proposed subconsultants.

RIGHT OF WAY AND RELOCATION TEAM

BRIAN EVERETT, PRINCIPAL IN CHARGE/BROKER



Since **1986**, Brian Everett has been involved in every aspect of real estate consulting pertaining to right of way and real property acquisition, relocation assistance, and property management services. His experience includes program and project management for public works improvement, infrastructure and transportation projects under federal, state, and local guidelines. Mr. Everett is a licensed CA Broker and the firm's Principal in Charge/Broker. **YEAR(S) WITH FIRM: 23**

CONTACT 562.855.3155 | beverett@transystems.com | **BROKER LIC #:** 00912304

PAULA PADEN, SENIOR PROJECT MANAGER



Paula brings **23 years** of experience including her time working for **Caltrans District 6**. She has served on hundreds of public agency transportation improvement projects to the benefit of the County of Fresno. In the role of Senior Project Manager, she will be the main point of contact to the County (once under contract), and will oversee the scheduling, project team, and subconsultants.

CONTACT 559.269.7535 | ppaden@transystems.com | **YEAR(S) WITH FIRM: 2**

MELISSA MANN, RWA, RW-RAC, PROJECT MANAGER (RELOCATION)



With a track record of **15 years** successfully executing more than 100 relocations, encompassing residential, intricate nonresidential, and billboard transitions, Melissa showcases unparalleled proficiency in facilitating solutions for diverse individuals affected by local initiatives. Melissa's commitment extends beyond execution to ensuring strict adherence to regulatory frameworks.

CONTACT 213.379.5316 | mrmann@transystems.com | **YEAR(S) WITH FIRM: 1**

BOHDAN "BO" BODROUK, ASSISTANT PROJECT MANAGER



As key staff assigned to the County, Bo will bring over **15 years** of experience as an acquisition agent for dozens of public transportation improvement projects. Bo will report to Paula and will perform acquisition/negotiation. In his career, he has mastered negotiations for right of way in the Central valley. Additionally, Bo is an active member of the International Right of Way Association (IRWA).

CONTACT 213.808.3914 | bdbodrouk@transystems.com | **YEAR(S) WITH FIRM: 1**

RAMONA GOMEZ, RWA, SENIOR AGENT



Ramona began working in California Real Estate in Fresno and other Central Valley communities over **7 years** ago. She brings enthusiasm and optimism to every project she works on. Ramona is very familiar with the County and its surrounding area. She will work alongside Bo completing acquisition and negotiation. Ramona brings additional capabilities to the project team by offering bilingual English/Spanish translation. **CERTIFICATION RWA | YEAR(S) WITH FIRM: 1**

CONTACT 562.304.2000 | rrgomez@transystems.com | **RE LICENSE #** 02042362

KEY PERSONNEL

Our team includes Mr. Andrew P. Nierenberg, former Caltrans Appraiser, who will coordinate the appraisal team, along with ability to provide high-level appraisal review, when needed. Mr. Nierenberg is a former public sector executive manager with over 40 years of experience in State government managing the appraisal and acquisition of ROW.

APPRAISAL TEAM

ANDREW P. NIERENBERG, APPRAISAL MANAGER

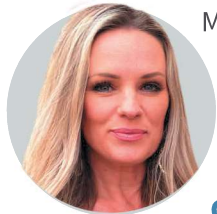


Andrew (Andy) is a Program Manager and Appraisal Manager with OPC. He is a former public sector executive manager with nearly **43 years** of experience managing the appraisal and acquisition of right of way at **Caltrans District 7** where he was Deputy District Director of Right of Way. Andy will provide coordination and overview of subconsultant work product. **YEAR(S) WITH FIRM: 3**

CONTACT 562.304.2000 | anierenberg@transystems.com | **LICENSE #** CA Gen'l AG021653

SUBCONSULTANTS

MICHELLE CHAPMAN, MAI, SR/WA, R/W-AC, APPRAISER, CHAPMAN & PATTON



Michelle has been appraising properties for **21 years**. She earned the MAI designation from the Appraisal Institute in 2012 and the SR/WA and R/W-AC (Right of Way Appraisal Certification) from the International Right of Way Association in 2017 and 2013, respectively. She will provide appraisal services for the County.

YEAR(S) WORKING WITH OPC: 10 | YEAR(S) WITH FIRM: 10

CONTACT 209.484.3217 | michelle@chapmanappraisals.com | **LICENSE #** CA Gen'l AG03001262



STEVE PARENT, MAI, SR/WA, SRA, AI-GRS, AI-RRS, PMP, APPRAISER, CBRE



Steve's **21 years** of experience includes right of way valuation projects, partial acquisitions including fee, permanent, and temporary easements. In the last 10 years, Steve has managed and appraised more than 1,500 properties affected by public projects. He also has extensive appraisal review experience having completed more than one hundred appraisal reviews, and acts as an expert witness in CA Counties. **YEAR(S) WORKING WITH OPC: 12 | YEAR(S) WITH FIRM: 4**

CONTACT 916.919.7262 | Steve.Parent@cbre.com | **LICENSE #** CA Gen'l Appraiser #AG042853

SHARON HENNESSEY, MAI, APPRAISAL REVIEW, HENNESSEY & HENNESSEY LLC



Sharon's appraisal career spans **40 years** and she has completed hundreds of full- and part-time right of way appraisal and appraisal review assignments for governmental agencies and private entities. These assignments have included complex partial takings from commercial, industrial, single-family residential, condominium, apartment developments, and vacant land.

YEAR(S) WORKING WITH OPC: 25+ | YEAR(S) WITH FIRM: 38

CONTACT 714.730.0744 | appraisals@h-hllc.com | **LICENSE #** CA Gen'l Appraiser #AG03323



Fee Schedule - OPC 2024 Hourly Rates

Management & Implementation

Principal in Charge	\$300.00
Senior Program Manager / Senior Vice President	\$250.00
Program Manager	\$200.00
Senior Project Manager / Quality Manager	\$175.00
Project Manager/Project Controls Manager	\$160.00
Senior Agent / Senior Analyst / Project Controls Analyst	\$145.00
Agent / Analyst / Senior Land Specialist	\$130.00
Relocation Specialist / Land Specialist	\$115.00

Utility Coordination

Senior Utility Manager	\$200.00
Utility Manager	\$165.00
Senior Utility Coordinator	\$150.00
Utility Coordinator	\$135.00

Right of Way Engineering

Project Engineer (PE)	\$225.00
Survey Manager (PLS)	\$215.00
Senior ROW Engineering / Survey Analyst	\$150.00
GIS / CADD Analyst	\$150.00

Real Estate Appraisal

Appraisal Review Program Manager	\$200.00
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Trust Account Services

Trust Account Manager	\$140.00
Staff Accountant	\$125.00

Administrative

Administrative Assistant	\$100.00
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OPC 2024 Billing Terms and Conditions

Unless superseded by client-generated Billing Terms in an Agreement executed by OPC, the following terms shall apply to this Scope of Services.

OPC considers local travel/mileage, photocopying, first class postage, telephone, facsimile, and mobile communication charges a normal part of doing business and such costs are included in the stated hourly rates. Out-of-pocket expenses including pre-approved travel and lodging, outside exhibit preparation, requested overnight courier or registered and/or certified mail (return receipt requested) charges, and specialty reproduction (unless otherwise specified) are in addition to the contract amount and will be charged at cost plus ten percent (+10%) for administration, coordination, and handling.

In the event OPC is required to perform any act in relation to litigation arising out of any project with the Client (for example, expert consulting, responding to a complaint, or proceeding with discovery and trial), such services are not part of this contract, nor are they part of our normal fees. If required, these types of services will be invoiced at two (2) times the regular hourly rates.

In the event this contract extends twelve (12) months beyond the initial date of execution, the hourly rates and any remaining amount in the contract shall be adjusted upwardly by five percent (5%) per annum, compounded annually, on the anniversary date of this contract.

Written communication services in other languages would be an additional cost and would be billed separately based on quoted hourly rates by independent translation services. Verbal communication in Spanish, if necessary, will be included at no additional charge.

OPC will submit monthly invoices for the professional and trade services rendered based on the hourly rate schedule provided above. The client shall promptly pay the uncontested amount due within no more than thirty (30) days after receipt of invoice.

Subconsultant Rates

Chapman & Patton:

Michelle Patton, MAI, SR/WA Principal Appraiser \$275/hr. (Appraisal/Deposition); \$150/hr. (Research, Travel)
Dean Chapman, MAI, SR/WA Senior Appraiser \$425 (Appraisal/Deposition); \$250 (Research, Travel)

CBRE:

SMD/MD/Director \$300/hr. MAI appraiser \$250/hr.
Senior Appraiser \$200/hr. Valuation Associate \$150/hr.
Administrative \$80/hr.

Hennessey & Hennessey LLC

Appraisal Review Services (Desk Review) \$2,200 per appraisal review



AMAZING PEOPLE

KEY PERSONNEL LICENSES AND EDUCATION

Our dedicated team consistently produces high quality, defensible, compliant and complete work products and are well-versed in all applicable federal, state and local regulations, policies, procedures and standards. Our right of way agent team members hold their California Department of Real Estate licenses (CalDRE). To illustrate their depth of experience, education and skills, we have provided resumes on the following pages.

STAFF / EXPERIENCE	ROLE	LICENSES/CERTIFICATION/EDUCATION
Mark T. Mendoza, MRED 38 years of experience KEY	Corporate Broker	California Real Estate Broker License No. 01445764 M.S., Real Estate Development (MRED), University of Southern California, School of Urban Planning & Development
Phillip Bonina, CPM 32 years of experience KEY	Project Manager	California Real Estate Broker License No. 01023028 B.S., Civil Engineering, California State University Fullerton Light Construction and Development Management Program, University of California Irvine Certified Property Manager (CPM)
Pam Parr, SR/WA, RWP-TN, RWP-GN 25 years of experience KEY	Principal Acquisiton Agent	California Real Estate Salesperson License No. 01132993 Notary Public (CA) No. 2430880 SR/WA, RWP-TN, RWP-GN
Linda Tong 30 years of experience KEY	Caltrans Compliance Officer	B.S., Economics, University of California, Los Angeles
Dionisio Marquez, R/W-RAC 28 years of experience KEY	Relocation Manager	Licensed California Real Estate Salesperson No. 01147072 R/W-RAC B.A., Architecture, University of California, Berkeley Bilingual in English and Spanish
Bill Tanner 19 years of experience KEY	Principal Agent	California Real Estate Broker License No. 1431004 California General Contractor's License, Classifications A & B, No. 833292 B.A., Business Management, Utah Valley University
Brett Brown 17 years of experience KEY	Title Manager	Disciplinary Coursework

SUBCONSULTANTS

**TITLE & ESCROW | FIDELITY NATIONAL TITLE INSURANCE COMPANY**

Fidelity National Title Insurance Company, through its underwriting subsidiaries, is one of the nation's premier real estate service companies, providing title insurance and other real estate-related products and services. Fidelity employees are committed to providing our customers with a level of satisfaction that is unparalleled in the title insurance industry. Based on our experience and expertise, we are confident that you'll appreciate the Fidelity Difference. Fidelity has been in the title business for 168 years and the company and organization has grown to become the largest title insurer in the world. Locally, the Sacramento commercial office has over fourteen years working in all aspects of right of way and public entity acquisitions Paul Avila and the Fidelity National Title Company team has been providing right of way work for 14 years. That work has included working with all forms of government entities, from local water districts to the federal government. Mr. Avila received a Bachelor's Degree of Science in Zoology from the University of California Davis. He is currently a member of the International Right of Way Association.

APPRAISAL | SCOTT APPRAISAL CO.

Scott Rurik began appraising real estate in 1983, in Fresno, California. He is an independent real estate appraiser, holding the Appraisal Institute's MAI designation, and General Certified by California's Bureau of Real Estate Appraisers. Scott obtained his Bachelors of Science in Business Administration from the University of the Pacific in Stockton, CA. He has attended many appraisal and real estate/right of way courses through the Appraisal Institute and the International Right of Way Association. Scott is qualified as an expert witness in Fresno County Superior Court, Tulare County Superior Court and Contra Costa Superior Court. He is also on the Assessment Appeals Board for the County of Fresno.

APPRAISAL REVIEW | SCOTT ENTERPRISES APPRAISAL & CONSULTING

Janet Scott is a Certified General Appraiser and earned the MAI designation from the Appraisal Institute. She is a licensed Real Estate Broker, and Owner of Scott Enterprises Appraisal and Consulting, Inc. Janet worked in the financial industry throughout her career, and prior to becoming an appraiser, was an Investment Officer at the California State Teachers Retirement System. She earned her Bachelor's degree in Business Administration, with a concentration in Finance from California State University, Sacramento. Next, she continued her education and earned a Master of Business Administration (MBA), with a concentration in Management, from Golden Gate University. She is currently in her third year at the University of Phoenix, School of Advanced Studies, studying to obtain her Doctor of Business Administration (DBA). In 2007, Janet incorporated Scott Enterprises Appraisal and Consulting, Inc. and acts as President/Owner.

HOURLY RATE SCHEDULE

CLASSIFICATION	HOURLY RATE
PROJECT DIRECTOR	\$225.00
PROJECT MANAGER	\$185.00
PRINCIPAL ACQUISITION AGENT	\$125.00
SENIOR ACQUISITION AGENT	\$105.00
ACQUISITION AGENT	\$90.00
PRINCIPAL RELOCATION AGENT	\$125.00
SENIOR RELOCATION AGENT	\$105.00
RELOCATION AGENT	\$85.00
TITLE MANAGER	\$135.00
TITLE SUPERVISOR	\$120.00
SENIOR TITLE AGENT	\$95.00
TITLE AGENT	\$85.00
PROJECT CONTROLS SPECIALIST	\$85.00
PROJECT / ESCROW COORDINATOR	\$75.00
GIS MANAGER	\$135.00
ADMINISTRATIVE SUPPORT	\$65.00
OFFICE CLERK	\$55.00
DEPOSITIONS AND COURT TESTIMONY	\$250.00

SUBCONSULTANTS

SCOTT RURIK	\$250.00
JANET SCOTT	\$245.00

DIRECT CHARGES

POSTAGE/FEDEX	Cost
MILEAGE	IRS Reimbursable
SUBCONSULTANTS	Cost + 10%
OTHER EXPENSES	Cost



Insurance Requirements

1. Required Policies

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

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

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

2. Additional Requirements

- (A) **Verification of Coverage.** Within 30 days after the Consultant signs this Agreement, and at any time during the term of this Agreement as requested by the County's Risk Manager or the County Administrative Office, the Consultant shall deliver, or cause its broker or producer to deliver, to the County Risk Manager, at 2220 Tulare Street, 16th

Floor, Fresno, California 93721, or HRRiskManagement@fresnocountyca.gov, and by mail or email to the person identified to receive notices under this Agreement, certificates of insurance and endorsements for all of the coverages required under this Agreement.

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

to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.

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

Exhibit E

SELF-DEALING TRANSACTION DISCLOSURE FORM

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

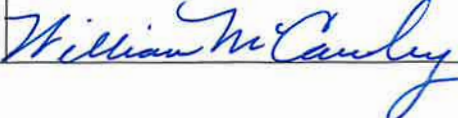
"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest"

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

INSTRUCTIONS

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

(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(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:	<small>DocuSigned by:</small> <i>Brian Everett</i>	Date:	6/7/2024
	<small>F39F6858B598408...</small>		

(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
N/A			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):			
N/A			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):			
N/A			
(5) Authorized Signature			
Signature:			Date: June 13, 2024

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

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

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

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

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

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

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

Exhibit F

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Conflict of interest forms shall be filed as follows:

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

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

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

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

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

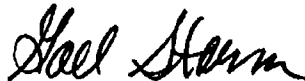
Noes: None

Absent: None



Chairman, Board of Supervisors

Attest:



Clerk



Exhibit F

Conflict of Interest Code Local Agency Annual / Biennial Report

[\[Email Me\]](#)
Double click!

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

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

- 2. Our department's Conflict of Interest Code is in need of amendment. We have determined that the following amendments are necessary (check applicable items, and refer to Exhibits "A" and "B" for detail if appropriate):
 - A. Include new positions (including consultants) that must be designated.
 - B. Include or delete positions because changes in duties.
 - C. Include positions that manage public investments.
 - D. Revise disclosure categories.
 - E. Revise the titles of existing positions.
 - F. Delete titles of positions that have been abolished.
 - G. Other (*describe*)

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

I hereby approve the foregoing reported information for our department:

stwhite 12/13/2021 4:01:37 PM _____ 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.

Exhibit F

PUBLIC WORKS AND PLANNING

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

Exhibit F

<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.

DBE Participation

1. The Consultant, subrecipient (the County), or subconsultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR Part 26). To ensure equal participation of DBEs as provided in 49 CFR Section 26.5, the County specifies a contract goal for DBEs. The Consultant shall make work available to DBEs and allocate portions of the work consistent with available DBE subconsultants and suppliers.
2. The Consultant shall meet the DBE goal shown elsewhere in these special provisions or demonstrate its having made adequate good faith efforts to meet this goal. It is the Consultant's responsibility to verify that the DBE firm is certified as DBE at date of proposal opening and document the record by printing out the California Unified Certification Program (CUCP) data for each DBE firm. A list of DBEs certified by the CUCP can be found at <https://dot.ca.gov/programs/civil-rights/dbe-search>.
3. All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies Consultant purchases from DBEs counts towards the goal in the following manner:
 - 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
 - 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.
 - Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR Section 26.55 defines "manufacturer" and "regular dealer."
4. This Agreement is subject to 49 CFR Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Any Consultant who enters into a federally funded agreement will assist the County in a good faith effort to achieve California's statewide overall DBE goal.
5. The goal for DBE participation for this Agreement is listed in Exhibit G.2 Notice to Proposers DBE Information. Participation by a DBE Consultant or subconsultants shall be in accordance with information contained in Exhibit 10-O2: Consultant Contract DBE Commitment attached hereto and incorporated as part of the Agreement as Exhibit G.3. If a DBE subconsultant is unable to perform, the Consultant must make a good faith effort to replace them with another DBE subconsultant, if the goal is not otherwise met.
6. The Consultant can meet the DBE participation goal by either documenting commitments to DBEs to meet the Agreement goal, or by documenting adequate good faith efforts to meet the Agreement goal. An adequate good faith effort means that the Consultant must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If the Consultant has not met the DBE goal, the Consultant must then complete

1 and submit Exhibit 15-H: DBE Information – Good Faith Efforts to document its efforts to
2 meet the goal. Refer to 49 CFR Part 26 for guidance regarding evaluation of good faith
efforts to meet the DBE goal.

3 **7. Contract Assurance.** Under 49 CFR Section 26.13(b):

- 4 a. The Consultant, subrecipient or subconsultant shall not discriminate on the basis
5 of race, color, national origin, or sex in the performance of this contract. The
6 Consultant shall carry out applicable requirements of 49 CFR Part 26 in the
award and administration of federal-aid contracts.
- 7 b. Failure by the Consultant to carry out these requirements is a material breach of
8 this contract, which may result in the termination of this contract or such other
remedy as the recipient deems appropriate, which may include, but is not limited
9 to:
- 10 b.1. Withholding monthly progress payments;
 - 11 b.2. Assessing sanctions;
 - 12 b.3. Liquidated damages; and/or
 - 13 b.4. Disqualifying Consultant from future proposing as non-responsible

14 **8. Termination and Substitution of DBE Subconsultants.**

- 15 a. The Consultant shall utilize the specific DBEs listed to perform the work and
16 supply the materials for which each is listed unless the Consultant or DBE
subconsultant obtains the County's written consent. The Consultant shall not
17 terminate or substitute a listed DBE for convenience and perform the work with
their own forces or obtain materials from other sources without authorization from
18 the County. Unless the County's consent is provided, the Consultant shall not be
entitled to any payment for work or material unless it is performed or supplied by
19 the listed DBE on the Exhibit 10-02 Consultant Contract DBE Commitment form,
included in the Bid.
- 20 b. The County authorizes a request to use other forces or sources of materials if the
21 Consultant shows any of the following justifications:
- 22 b.1. Listed DBE fails or refuses to execute a written contract based on plans
and specifications for the project.
 - 23 b.2. The County stipulated that a bond is a condition of executing the
24 subcontract and the listed DBE fails to meet the County's bond
requirements.
 - 25 b.3. Work requires a consultant's license and listed DBE does not have a valid
26 license under Contractors License Law.
 - 27 b.4. Listed DBE fails or refuses to perform the work or furnish the listed
28 materials (failing or refusing to perform is not an allowable reason to
remove a DBE if the failure or refusal is a result of bad faith or
discrimination).

- 1 b.5. Listed DBE's work is unsatisfactory and not in compliance with the
2 contract.
- 3 b.6. Listed DBE is ineligible to work on the project because of suspension or
4 debarment.
- 5 b.7. Listed DBE becomes bankrupt or insolvent.
- 6 b.8. Listed DBE voluntarily withdraws with written notice from the Contract
- 7 b.9. Listed DBE is ineligible to receive credit for the type of work required.
- 8 b.10. Listed DBE owner dies or becomes disabled resulting in the inability to
9 perform the work on the Contract.
- 10 b.11. The County determines other documented good cause.
- 11 c. The Consultant shall notify the original DBE of the intent to use other forces or
12 material sources and provide the reasons and provide the DBE with 5 days to
13 respond to the notice and advise the Consultant and the County of the reasons
14 why the use of other forces or sources of materials should not occur.
- 15 d. The Consultant's request to use other forces or material sources must include:
- 16 d.1. One or more of the reasons listed in the preceding paragraph.
- 17 d.2. Notices from the Consultant to the DBE regarding the request.
- 18 d.3. Notices from the DBEs to the Consultant regarding the request.
- 19 e. If a listed DBE is terminated or substituted, the Consultant must make good faith
20 efforts to find another DBE to substitute for the original DBE. The substitute DBE
21 must perform at least the same amount of work as the original DBE under the
22 contract to the extent needed to meet or exceed the DBE goal.

19 **9. Commitment and Utilization**

- 20 a. The County's DBE program must include a monitoring and enforcement
21 mechanism to ensure that DBE commitments reconcile to DBE utilization.
- 22 b. The County shall request the Consultant to:
- 23 b.1. Notify the County's contract administrator or designated representative of
24 any changes to its anticipated DBE participation
- 25 b.2. Provide this notification before starting the affected work
- 26 b.3. Maintain records including:
- 27 • Name and business address of each 1st-tier subconsultant
- 28 • Name and business address of each DBE subconsultant, DBE vendor, and DBE
trucking company, regardless of tier

- 1 • Date of payment and total amount paid to each business (see Exhibit 9-F
2 Monthly Disadvantaged Business Enterprise Payment)
- 3 c. If the Consultant is a DBE Consultant, it shall include the date(s) of work
4 performed by its own forces and the corresponding value of all such work. If a
5 DBE is decertified before completing its work, the DBE must notify Consultant in
6 writing of the decertification date. If a business becomes a certified DBE before
7 completing its work, the business must notify the Consultant in writing of the
8 certification date. The Consultant shall submit the notifications to the County. On
9 work completion, the Consultant shall complete a Disadvantaged Business
10 Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the
11 form to the County within 30 days of contract acceptance.
- 12 d. Upon work completion, the Consultant shall complete Exhibit 17-F Final Report –
13 Utilization of Disadvantaged Business Enterprises (DBE), First-Tier
14 Subcontractors and submit it to the County within 90 days of contract
15 acceptance. The County will withhold \$10,000 until the form is submitted. The
16 County will release the withhold upon submission of the completed form. In the
17 County's reports of DBE participation to Caltrans, the County must display both
18 commitments and attainments.
- 19 10. **Eligibility** - A DBE is only eligible to be counted toward the Agreement goal if it performs a
20 commercially useful function (CUF) on the Agreement. CUF must be evaluated on an
21 agreement-by-agreement basis. A DBE performs a Commercially Useful Function (CUF)
22 when it is responsible for execution of the work of the Agreement and is carrying out its
23 responsibilities by actually performing, managing, and supervising the work involved. To
24 perform a CUF, the DBE must also be responsible, with respect to materials and supplies
25 used on the Agreement, for negotiating price, determining quality and quantity, ordering the
26 material and installing (where applicable), and paying for the material itself. To determine
27 whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry
28 practices, whether the amount the firm is to be paid under the Agreement is commensurate
with the work it is actually performing, and other relevant factors.
11. A DBE does not perform a CUF if its role is limited to that of an extra participant in a
transaction, Agreement, or project through which funds are passed in order to obtain the
appearance of DBE participation. In determining whether a DBE is such an extra participant,
examine similar transactions, particularly those in which DBEs do not participate.
12. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the
total cost of its Agreement with its own work force, or the DBE subcontracts a greater portion
of the work of the Agreement than would be expected on the basis of normal industry
practice for the type of work involved, it will be presumed that it is not performing a CUF.
13. The Consultant shall maintain records of materials purchased or supplied from all
subcontracts entered into with certified DBEs. The records shall show the name and
business address of each DBE or vendor and the total dollar amount actually paid each
DBE or vendor, regardless of tier. The records shall show the date of payment and the total
dollar figure paid to all firms. DBE Consultants shall also show the date of work performed
by their own forces along with the corresponding dollar value of the work.

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14. If a DBE subconsultant is decertified during the life of the Agreement, the decertified subconsultant shall notify Consultant in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Agreement, the subconsultant shall notify the Consultant in writing with the date of certification. Any changes should be reported to County’s Contract Administrator within thirty (30) calendar days.

15. After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the Consultant shall complete and email the Exhibit 9-F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to the County.

EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION

(Federally funded projects only)

The Agency has established a DBE goal for this Contract of 0.00%**1. TERMS AS USED IN THIS DOCUMENT**

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

2. AUTHORITY AND RESPONSIBILITY

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

3. SUBMISSION OF DBE INFORMATION

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

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

4. DBE PARTICIPATION GENERAL INFORMATION

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

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

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

5. RESOURCES

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

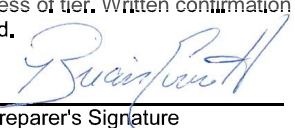
Searches can be performed by one or more criteria. Follow instructions on the screen.

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

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

EXHIBIT 10-O2 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: Fresno County 2. Contract DBE Goal: 0%
 3. Project Description: On-Call Contract, Right of Way Services
 4. Project Location: Fresno County
 5. Consultant's Name: OPC, a div. of TranSystems 6. Prime Certified DBE: 7. Total Contract Award Amount: TBD
 8. Total Dollar Amount for **ALL** Subconsultants: _____ 9. Total Number of **ALL** Subconsultants: 3


10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Appraisal	43083 DGS	Chapman & Patton, 209-484-3217	TBD*
	49475 CUCP		
Appraisal	38014 CUCP	Hennessey/Hennessey 714-730-0744	TBD*
		*On-Call	
Local Agency to Complete this Section			
20. Local Agency Contract Number: _____ 21. Federal-Aid Project Number: _____ 22. Contract Execution Date: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			\$ TBD 14. TOTAL CLAIMED DBE PARTICIPATION 10 %
23. Local Agency Representative's Signature _____ 24. Date _____ 25. Local Agency Representative's Name _____ 26. Phone _____ 27. Local Agency Representative's Title _____			IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.  15. Preparer's Signature _____ 4/18/24 Brian Everett 16. Date 17. Preparer's Name 800.400.7356 President, RE Division 18. Phone 19. Preparer's Title

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

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

EXHIBIT 10-O2 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: County of Fresno 2. Contract DBE Goal: 0%
 3. Project Description: On-Call Right of Way Consultant Services
 4. Project Location: Fresno County
 5. Consultant's Name: Paragon Partners Consultant 6. Prime Certified DBE: 7. Total Contract Award Amount: TBD
 8. Total Dollar Amount for **ALL** Subconsultants: _____ 9. Total Number of **ALL** Subconsultants: 0

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Local Agency to Complete this Section			\$0
20. Local Agency Contract Number: _____ 21. Federal-Aid Project Number: _____ 22. Contract Execution Date: _____	14. TOTAL CLAIMED DBE PARTICIPATION		0.00 %
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.
_____ 23. Local Agency Representative's Signature	_____ 24. Date	 _____ 15. Preparer's Signature	_____ 16. Date
_____ 25. Local Agency Representative's Name	_____ 26. Phone	Cheryl DeMucci _____ 17. Preparer's Name	_____ 18. Phone
_____ 27. Local Agency Representative's Title	_____ 19. Preparer's Title		

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

Paragon

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

INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENTCONSULTANT SECTION

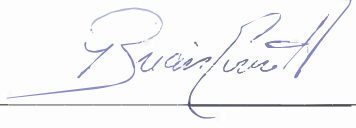
- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
- 4. Project Location** - Enter the project location as it appears on the project advertisement.
- 5. Consultant's Name** - Enter the consultant's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
- 8. Total Dollar Amount for ALL Subconsultants** – Enter the total dollar amount for all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- 9. Total number of ALL subconsultants** – Enter the total number of all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- 10. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 11. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 12. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
- 13. DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 14. Total Claimed DBE Participation - \$:** Enter the total dollar amounts entered in the "DBE Dollar Amount" column. **%:** Enter the total DBE participation claimed ("Total Participation Dollars Claimed" divided by item "Total Contract Award Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 15. Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
- 16. Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
- 17. Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
- 18. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 19. Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

- 20. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 21. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 22. Contract Execution Date** - Enter the date the contract was executed.
- 23. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
- 24. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 25. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
- 26. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 27. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

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 checked="" 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 checked="" type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input checked="" 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 checked="" type="checkbox"/> Prime OPC, LLC a division of <input type="checkbox"/> nSystems 5000 Airport Plaza Dr Suite 250 Long Beach, CA 90815 Congressional District, if known	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: NA Congressional District, if known	6. Federal Department/Agency: NA
7. Federal Action Number, if known: NA	8. Federal Program Name/Description: NA CFDA Number, if applicable _____	9. Award Amount, if known: NA
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) NA (attach Continuation Sheet(s) if necessary)	12. Amount of Payment (check all that apply) \$ NA <input type="checkbox"/> actual <input type="checkbox"/> planned
13. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____	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 _____	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"/>	Signature:  Print Name: <u>Brian Everett</u> Title: <u>President, Real Estate Division</u> Telephone No.: <u>800-400-7356</u> Date: <u>4/18/24</u>	
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.	Authorized for Local Reproduction Standard Form - LLL	

Standard Form LLL Rev. 04-28-06

OPC - TranSystem

Distribution: Orig- Local Agency Project Files

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
<input type="checkbox"/> a. contract <input checked="" 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	<input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<input type="checkbox"/> a. initial <input type="checkbox"/> b. material change
4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
6. Federal Department/Agency:	7. Federal Program Name/Description:	
8. Federal Action Number, if known:	9. Award Amount, if known:	
10. Name and Address of Lobby Entity (If individual, last name, first name, MI)	11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI)	
(attach Continuation Sheet(s) if necessary)		
12. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	14. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
13. Form of Payment (check all that apply): <input checked="" type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____		
15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:		
(attach Continuation Sheet(s) if necessary)		
16. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/>		
17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: <u><i>Cheryl DeMucci</i></u> Print Name: <u>Cheryl DeMucci</u> Title: <u>Vice President</u> Telephone No.: <u>714-379-3376</u> Date: <u>4/18/20</u>	
Federal Use Only:		
Authorized for Local Reproduction Standard Form - LLL		

Standard Form LLL Rev. 04-28-06

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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: DocuSigned by:
Brian Everett
F39F6858B598408... _____ Date: 6/7/2024

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: June 13, 2024

Paragon

Exhibit 10-S Consultant Performance Evaluation

1. PROJECT DATA		2. CONSULTANT DATA					
1a.	Project (include title, location, and Activity/CIP No.)	2a.	Consultant Name and Address				
1b.	Brief Description of Project (design, study, etc.)	2b.	Consultant's Manager				
1c.	Budget Cost for Project: \$ _____	2c.	Phone: _____				
3. AGENCY DEPARTMENT/SECTION RESPONSIBLE							
3a.	Department (include section and division)		3b. Agency Project Manager (name & phone)				
4. CONTRACT DATA (Engineering Services)							
4a.	Contract No.: _____		Termination date: _____		Base Fee: \$ _____		
	Agreement date: _____		Date terminated: _____		Contingency: \$ _____		
4b.	Amendment \$ _____ / # _____	(Total Value) (Initiated by Agency)		\$ _____ / # _____	(Total Value) (Initiated by Agency)		
4c.	Change Order \$ _____ / # _____	(Total Value) (Initiated by Agency)		\$ _____ / # _____	(Total Value) (Initiated by Agency)		
4d.	Total Fee per Agreement (4a. + 4b. + 4c.) \$ _____			Total Fee Paid \$ _____			
(Do not include Contingency Listed in 4a.)							
4e. Type of Services (Design, study, etc.)	4f. Historical Record of Key Submittal Dates (enter date or n/a if not applicable)						
		Preliminary	30%	70%	90%	100%	Final
	Per Agreement						
	Delivery Date						
	Acceptance Date						
4g. Notice To Proceed _____ (date)	4j. Reasons for Change Orders: (Indicate total for each reason)						
4h. Number of Days _____ (number)			Errors/Omissions \$ _____			% of Base Fee	0.00%
4i. Actual Number of Days _____ (number)			Unforeseen Conditions \$ _____			% of Base Fee	0.00%
			Changed Scope \$ _____			% of Base Fee	0.00%
			Changed Quantities \$ _____			% of Base Fee	0.00%
			Program Task Options \$ _____			% of Base Fee	0.00%
5. OVERALL RATING (Complete Section II on reverse, include comments as appropriate.)							
		Outstanding	Above Average	Average	Below Average	Poor	N/A
5a.	Plans/Specifications accuracy						
5b.	Consistency with budget						
5c.	Responsiveness to Agency Staff						
5d.	Overall Rating						
6. AUTHORIZING SIGNATURES							
6a.	Agency Design Team Leader	_____				Date: _____	
6b.	Agency Project Manager	_____				Date: _____	
6c.	Agency Public Works Manager	_____				Date: _____	
6d.	Consultant Representative	_____				Date: _____	

See Reverse Side

Consultant Performance Evaluation

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

Section III **EXPLANATIONS AND SUPPLEMENTAL INFORMATION**

(Attach additional documentation as needed)

Item _____ : _____

Item _____ : _____

Item _____ : _____

Item _____ : _____

Item _____ : _____

Item _____ : _____

*Indicates supporting documentation attached.

TITLE VI ASSURANCES

APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as 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 of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority

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

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