

Jacobs Engineering Group Inc.

**Construction Support Services for the Mosquito Road Bridge
At South Fork American River – Bridge Replacement Project #77126**

AGREEMENT FOR SERVICES #5799

THIS AGREEMENT, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and Jacobs Engineering Group Inc., a Delaware corporation duly qualified to conduct business in the State of California, whose principal place of business is 1999 Bryan Street, Dallas, Texas 75201 and whose local office address is 2485 Natomas Park Drive, Suite 600, Sacramento, California 95833 (hereinafter referred to as "CONSULTANT");

RECITALS

WHEREAS, COUNTY has determined that it is necessary to obtain a consultant to assist its Department of Transportation, with construction support services, including the provision of a full-time Structure Specialist, and up to a full-time Segmental Structure Inspector, for the construction of a balanced cantilever segmental bridge in a new roadway alignment over the South Fork American River;

WHEREAS, CONSULTANT has represented to COUNTY that it is specially trained, experienced, and competent to perform the special services described in ARTICLE I Scope of Work; that it is an independent and bona fide business operations, advertises and holds itself as such, is in possession of a valid business license, and is customarily engaged in an independently established business that provides similar services to others; and COUNTY relies upon those representations;

WHEREAS, it is the intent of the parties hereto that such services conform with all applicable federal, state, and local laws and ordinances applicable to the work, including compliance with prevailing wage rates and their payment in accordance with California Labor Code Section 1775;

WHEREAS, COUNTY has determined that the provision of such services provided by CONSULTANT are in the public's best interest and that the work requires specialty skills and qualifications not expressly identified in COUNTY in accordance with El Dorado County Ordinance Code, Section 3.13.030(b), El Dorado County Charter, Section 210(b)(6) and/or Government Code Section 31000;

WHEREAS, on August 10, 2021, CONSULTANT was formally awarded Request for Proposal (RFP) 20-961-081 for construction support services for Mosquito Road Bridge at South Fork American River Bridge Replacement Project #77126/36105028.

NOW, THEREFORE, COUNTY and CONSULTANT mutually agree as follows:

ARTICLE I

Scope of Work:

- A. CONSULTANT's services are to be provided specifically in support of the Mosquito Road Bridge at South Fork American River Bridge Replacement Project #77126/36105028 (hereinafter referred to as "Project").
- B. CONSULTANT is engaged in the business of doing the services and tasks required under this Agreement, including those services and tasks that are identified in Exhibit A, marked "Scope of Work," incorporated herein and made by reference a part hereof, or as identified in individual Work Orders, as applicable, to be issued in accordance with this Agreement, and those services and tasks that reasonably necessary for the completion of the work identified in the Scope of Work or in individual Work Orders.
- C. CONSULTANT shall furnish all personnel, subconsultants, equipment, tools, vehicles, services, and materials necessary to perform the construction support services that are as identified in and tasks required by this Agreement, including those services and tasks identified in the Scope of Work, or in any individual Work Orders, as applicable, and those services and tasks that reasonably necessary for the completion of the work identified in the Scope of Work, or in any individual Work Orders.
- D. COUNTY's Contract Administrator shall issue CONSULTANT an emailed authorization to proceed (or "Notice to Proceed") for each Task item listed in Exhibit A. CONSULTANT shall not commence work on any Item of Work until receiving the Notice to Proceed.
- E. COUNTY may require CONSULTANT to perform Task 4 Optional Tasks - A through E. Optional Tasks include those that are reasonably necessary to accomplish the Optional Tasks identified in the Scope of Work. CONSULTANT may be assigned each specific Optional Task or a portion thereof by the COUNTY's Contract Administrator, Project Manager, or Resident Engineer (RE).
 1. The specific services for each Optional Task or portion thereof shall be determined at a meeting or telephone conference between CONSULTANT and a COUNTY representative to discuss the needs, required deliverables, specific CONSULTANT staff, subconsultants (if required), and any Project-related budget on a task-by-task basis. As applicable, Disadvantaged Business Enterprise (DBE) requirements will be discussed at the meeting or telephone conference and COUNTY's Contract Administrator will provide CONSULTANT with the necessary DBE forms and information for use and/or submittal with CONSULTANT's final invoice.
 2. Authorization to perform the Optional Tasks may occur through email communication and Notice to Proceed that includes a schedule, CONSULTANT or subconsultants needed, and a not-to-exceed cost to complete the work from COUNTY's Contract Administrator, or designee, prior to commencement of the work and will be confirmed to CONSULTANT by a written Work Order issued by COUNTY's Contract Administrator.
 3. No payment will be made for any work performed before the date of the emailed

Notice to Proceed.

- F. This Agreement also includes Task 5 Project Contingency Services, as subsequently identified during the course of work under this Agreement by COUNTY's Contract Administrator, related to the Scope of Work as identified in Exhibit A. The Project Contingency Services Task may include those tasks that are reasonably necessary to accomplish the services and tasks required by this Agreement, including those reasonably necessary to accomplish any of the tasks identified in the Scope of Work.
1. If CONSULTANT's services are required for Project Contingency Services, the specific services for each Project Contingency Services request or portion thereof shall be determined at a meeting or telephone conference between CONSULTANT and a COUNTY representative to discuss the needs, required deliverables, specific CONSULTANT staff, and subconsultants (if required). CONSULTANT shall provide a written scope of work (including the tasks to be performed by CONSULTANT staff and the tasks to be performed by subconsultants, if applicable), schedule for the specific tasks identified, and a not-to-exceed cost to complete the work itemized by task and associated cost per task.
 2. Authorization to perform the Project Contingency Services may occur through email communication and Notice to Proceed that includes a schedule, CONSULTANT or subconsultants needed, and a not-to-exceed cost to complete the work from COUNTY's Contract Administrator, or designee, prior to commencement of the work and will be confirmed to CONSULTANT by a written Work Order issued by COUNTY's Contract Administrator.
 3. No payment will be made for any work performed before the date of the emailed Notice to Proceed.
- G. COUNTY's Contract Administrator may issue and execute Work Orders pursuant to this Agreement where the total not-to-exceed amount (including any amendments) is \$250,000 or less. COUNTY's Contract Administrator may issue Work Orders where the total not-to-exceed amount (including any amendments) is greater than \$250,000, subject to the prior approval of County Counsel as to form.
- H. CONSULTANT shall provide COUNTY's Contract Administrator with the names and titles of CONSULTANT's representatives that are authorized to bind CONSULTANT by signing Work Orders and Work Order Amendments on CONSULTANT's behalf. CONSULTANT's notification of individuals authorized to execute Work Orders and Work Order Amendments on CONSULTANT's behalf shall be communicated to COUNTY in accordance with the provisions of ARTICLE XXIX, Notice to Parties, of this Agreement.
- I. COUNTY shall review CONSULTANT'S progress at key points as specified in Exhibit A and in each Work Order, as applicable. Milestone reviews shall be performed for the specific products and deliverables listed in Exhibit A and in each Work Order, as applicable. Milestones may only be changed by written agreement (may consist of an email) between COUNTY's Contract Administrator, or designee and CONSULTANT.

- J. Unless otherwise indicated below, and notwithstanding any other provision of this Agreement to the contrary, deliverables for the specific items of work to be provided under Exhibit A shall be as specified therein, shall be prepared using the software described in this Article and shall be submitted in accordance with the timeframes and formats specified in Exhibit A. Adjustments to the completion times specified in Exhibit A may only be made in accordance with the written approval (may consist of an email) of COUNTY's Contract Administrator or designee.

If a submittal or Work Order deliverable is required to be an electronic file, CONSULTANT shall produce the file using Microsoft (MS) Office 2010 applications (specifically, MS Word, MS Project and MS Excel). Signed reports shall be submitted in Adobe portable document format (PDF). Electronic AutoCad 2010, Plan Grid (or equivalent), and Headlight (or equivalent) formats shall be used for submittal of plans or other similar documents as specified by COUNTY's Contract Administrator. All deliverables shall be submitted in language, format, and design that are compatible with and completely transferable to COUNTY's computer and engineering applications and that are acceptable to COUNTY's Contract Administrator. Newer versions of software may be used and other types of software used for analytical purposes may be authorized if approved in advance of the submittal by COUNTY's Contract Administrator.

CONSULTANT shall submit all deliverables to COUNTY's Contract Administrator in accordance with the completion time schedules identified in this Agreement or in the individual Work Orders that may be issued pursuant to this Agreement. Failure to submit the required deliverables in the format required may be grounds for termination of the Agreement, as provided in ARTICLE VI, Termination, herein.

- K. Funding from various local, state and federal sources may be utilized to fund certain assignments to be performed under this Agreement and, as a consequence, the requirements (other than those incorporated herein below) of the funding agencies related to those grants will be incorporated into the provisions of the specific Work Orders issued for those assignments.
- L. CONSULTANT's responsibilities for compliance with DBE requirements are described in ARTICLE XLV, Disadvantaged Business Enterprise (DBE) Considerations, and in ARTICLE XLVI, Disadvantaged Business Enterprise (DBE) Participation, herein.
- M. All of the services included in this Article and Exhibit A are the responsibility of CONSULTANT, unless specifically described as a Task or item of work to be provided by COUNTY. CONSULTANT is responsible for ensuring that its employees perform the services and tasks required under this Agreement accordingly. CONSULTANT shall be responsible for the supervision, administration, and work performed by any subconsultant for services rendered under this Agreement.

ARTICLE II

Compensation for Services: For services provided herein, including all of the deliverables described in Exhibit A and individual Work Orders issued, if applicable, pursuant to this Agreement, and including all of the forms and reports required under the DBE provisions of this Agreement; and including the progress reports required by ARTICLE III, Progress Reports, below, COUNTY agrees to pay CONSULTANT in arrears. Payment shall be made within forty-five (45) days following COUNTY's receipt and approval of itemized invoices detailing services rendered.

For the purposes hereof, the billing rates shall be in accordance with Exhibit B, marked "Rate Schedule," incorporated herein and made by reference a part hereof.

Reimbursement for travel, mileage, subsistence (per diem), short-term lodging, and long-term lodging expenses, if applicable, for CONSULTANT's staff or for subconsultant's claims for reimbursement shall be in accordance with the rates authorized to be paid to rank and file state employees under the then current State of California Department of Human Resources rates. These rates may be found at <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. The rates found above are maximums and not allowances. In the event of an audit, CONSULTANT must be able to produce receipts substantiating the amount claimed. Travel, mileage, subsistence (per diem), short-term lodging, and long-term lodging reimbursement rates apply to CONSULTANT and to any subconsultants authorized under this Agreement. There shall be no markups allowed on travel, mileage, subsistence (per diem), short-term lodging, and long-term lodging rates for CONSULTANT or for any subconsultant. Any reimbursements for travel, mileage, subsistence (per diem), short-term lodging, and long-term lodging expenses will only be made if such expenses are included in Exhibit C.

In accordance with ARTICLE XII, State Prevailing Wage Rates, CONSULTANT shall provide COUNTY's Contract Administrator with certified payroll for applicable personnel for the period for which payment is requested and such certified payroll shall accompany each invoice submitted. The certified payroll shall contain information related only to the applicable Project. No invoice shall be paid until the certified payroll is submitted. CONSULTANT shall keep payroll records in accordance with California Labor Code Section 1776.

ARTICLE III

Progress Reports: CONSULTANT shall submit written progress reports to COUNTY's Contract Administrator at intervals that are commensurate with the requirements of the items of work and tasks being performed and based upon a mutually agreeable schedule. At a minimum, CONSULTANT shall submit progress reports once per month. CONSULTANT shall prepare the reports in a sufficiently detailed manner for COUNTY's Contract Administrator to determine if CONSULTANT is performing to expectations and is on schedule to provide the services and deliverables described in the Scope of Work, including Work Order(s), to provide communication of interim findings, and to afford occasions for airing difficulties or special circumstances encountered so that remedies can be developed. COUNTY shall review the report to ensure that CONSULTANT's services and deliverables adhere to current COUNTY requirements applicable to the Project as determined by COUNTY's Contract Administrator, and CONSULTANT shall

modify its work if the COUNTY's Contract Administrator determined it is necessary to meet current COUNTY requirements applicable to the Project. Separate detail shall be provided for each ongoing Work Order. CONSULTANT shall include in a progress report the total number of hours worked by CONSULTANT and any authorized subconsultants; descriptions of the tasks and work performed, including a description of any deliverables submitted during the reporting period; and the anticipated tasks, work, and deliverables proposed for the subsequent reporting period. Any invoices submitted by CONSULTANT for payment under the terms of this Agreement shall include copies of the progress reports that relate to the services being billed on those invoices.

ARTICLE IV

Performance Period (Term):

- A. This Agreement shall go into effect upon execution, contingent upon approval by COUNTY, and CONSULTANT shall commence work after notification to proceed by COUNTY's Contract Administrator. The Agreement shall end four (4) years thereafter, unless extended by Agreement amendment.
- B. The period of performance for Work Orders issued for Optional Tasks or Project Contingency Services, if any, shall be in accordance with dates specified in each Work Order. No payment will be made for any work performed before or after the period of performance in the Work Order, unless COUNTY's Contract Administrator and CONSULTANT amend the Work Order. No Work Order will be written which extends beyond the expiration date of the Agreement, or which exceeds the total budgeted amounts for Optional Tasks and Project Contingency Services.
- C. CONSULTANT is advised that any recommendation for contract award is not binding on COUNTY until the Agreement is fully executed and approved by COUNTY.

ARTICLE V

Allowable Costs and Payments:

- A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in Exhibit B. The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. These rates are not adjustable for the performance period set forth in this Agreement. COUNTY shall reimburse CONSULTANT within forty-five (45) days of receiving itemized invoices.
- B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the approved and fully executed Work Order. This includes other direct costs including laboratory tests and analyses, equipment recovery costs or equipment rentals, printing, binding, reproduction charges, and all costs associated with outside consultants, subconsultants. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds COUNTY'S approved overhead rate set forth in the Cost Proposal. In the event, that COUNTY determines that a change to the work from that specified in the Cost Proposal and Agreement is required, the Agreement time or actual costs reimbursable by COUNTY shall be adjusted by Agreement amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "O" of this Article shall not be exceeded,

unless authorized by Agreement amendment. Direct costs shall be invoiced at CONSULTANT's actual cost for the services rendered. Any invoices that include other direct costs shall be accompanied by backup documentation to substantiate CONSULTANT's costs for the services being billed on those invoices.

- C. Reimbursement for travel, mileage, subsistence (per diem), short-term lodging, and long-term lodging costs shall not exceed the rates as specified in the approved Cost Proposal.
- D. CONSULTANT shall not commence performance of work or services until this Agreement has been approved by COUNTY and notification to proceed has been issued by COUNTY's Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this Agreement.
- E. CONSULTANT will be reimbursed as promptly as fiscal procedures will permit upon receipt by COUNTY's Contract Administrator of itemized invoices. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing, on each Project as applicable. Invoices shall reference this Agreement number and the COUNTY-supplied Work Order number (as applicable), Project title, and shall include the beginning and ending dates of the overall period of service. Credits due COUNTY that include any equipment purchased under the provisions of ARTICLE XI, Equipment Purchase and Other Capital Expenditures, of this Agreement, must be reimbursed by CONSULTANT prior to the expiration or termination of this Agreement. CONSULTANT shall bill COUNTY for only one (1) Work Order per invoice. Invoices shall be mailed to COUNTY at the following address:

County of El Dorado
Department of Transportation
2850 Fairlane Court
Placerville, California 95667
Attn.: Shanann Findley
Administrative Analyst

or to such other location as COUNTY directs.

- F. The total amount payable by COUNTY shall not exceed the amount agreed to in the Agreement or an individual Work Order (as applicable), unless authorized by contract amendment or Work Order amendment.
- G. If CONSULTANT fails to satisfactorily complete a deliverable according to the schedule set forth in Exhibit A, no payment will be made until the deliverable has been satisfactorily completed.
- H. CONSULTANT shall be responsible for any future adjustments to prevailing wage rates including, but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. CONSULTANT is responsible for paying the appropriate rate, including escalations that take place during the term of the AGREEMENT.

- I. Work Order is of no force or effect until returned to COUNTY and signed by an

authorized representative of COUNTY. No expenditures are authorized on a Project and work shall not commence until an emailed notice to proceed for that Task has been issued by COUNTY.

- J. The period of performance for Work Orders shall be in accordance with dates specified in the Work Order. No Work Order will be written which extends beyond the expiration date of this Agreement.
- L. The total amount payable by COUNTY for an individual Work Order shall not exceed the amount agreed to in the Work Order, unless authorized by Work Order amendment.
- M. If CONSULTANT fails to satisfactorily complete a deliverable according to the schedule set forth in a Work Order, no payment will be made until the deliverable has been satisfactorily completed.
- N. Work Orders may not be used to amend this Agreement and may not exceed the scope of work under this Agreement.
- O. The total amount payable by COUNTY for all Work Orders, costs, taxes, or expenses resulting from this Agreement shall not exceed \$4,563,924.26 ("total not-to-exceed of this Agreement"). For the purposes of budgeting the items of work identified in Exhibit A, the maximum allowable billing amounts for each item of work and subconsultants are described in Exhibit C. The amounts indicated in Exhibit C represent the composition of the total not-to-exceed budget for the various tasks and subconsultants. In the performance of the scope of services to be provided under this Agreement, CONSULTANT may request to reallocate the expenses listed in Exhibit C among the various Scope of Work tasks and items of work, Other Direct Costs, Optional Tasks, Project Contingency Services, and subconsultants identified therein, subject to COUNTY's Contract Administrator's written approval. The total amount payable by County for all Work Orders, costs, taxes, or expenses resulting from each Task and subconsultants identified in the Scope of Work shall not exceed the amount listed in Exhibit C for that Task and subconsultants.
- P. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this Agreement through Work Orders.

ARTICLE VI

Termination:

- A. Termination by Default: If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default that shall state the following:
 - 1. The alleged default and the applicable Agreement provision.
 - 2. That the party in default has ten (10) days upon receiving the notice to cure the default (Time to Cure).

If the party in default does not cure the default within ten (10) days of the Time to Cure,

then such party shall be in default and the party giving notice may terminate the Agreement, or any Work Order issued under this Agreement, by issuing a Notice of Termination. The party giving notice may extend the Time to Cure at their discretion. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

If COUNTY terminates this Agreement, in whole or in part, for default:

1. COUNTY reserves the right to procure the goods or services, or both, similar to those terminated, from other sources and CONSULTANT shall be liable to COUNTY for any excess costs for those goods or services. COUNTY may deduct from any payment due, or that may thereafter become due to CONSULTANT, the excess costs to procure from an alternate source.
2. COUNTY shall pay CONSULTANT the sum due to CONSULTANT under this Agreement prior to termination, unless the cost of completion to COUNTY exceeds the funds remaining in the Agreement. In which case the overage shall be deducted from any sum due CONSULTANT under this Agreement and the balance, if any, shall be paid to CONSULTANT upon demand.
3. COUNTY may require CONSULTANT to transfer title and deliver to COUNTY any completed work under the Agreement.

The following shall be events of default under this Agreement:

1. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
 2. A representation or warranty made by CONSULTANT in this Agreement proves to have been false or misleading in any respect;
 3. CONSULTANT fails to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, unless COUNTY agrees, in writing, to an extension of the time to perform before that time period expires.
 4. A violation of ARTICLE XIII, Conflict of Interest.
- B. The maximum amount for which COUNTY shall be liable if this Agreement is terminated is the not-to-exceed amount of the Work Order or the total not-to-exceed of this Agreement, as applicable.
- C. Bankruptcy: COUNTY may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of CONSULTANT.
- D. Ceasing Performance: COUNTY may terminate this Agreement immediately in the event CONSULTANT ceases to operate as a business or otherwise becomes unable

to substantially perform any term or condition of this Agreement.

- E. Termination or Cancellation without Cause: COUNTY may terminate this Agreement or any Work Order issued pursuant to this Agreement, in whole or in part, for convenience upon thirty (30) calendar days' written Notice of Termination. If such termination is effected, COUNTY will pay for satisfactory services rendered before the effective date of termination, as set forth in the Notice of Termination provided to CONSULTANT, and for any other services that COUNTY agrees, in writing, to be necessary for contract resolution. In no event, however, shall COUNTY be obligated to pay more than the total amount of the Work Order or the total not-to-exceed of the Agreement, as applicable. Upon receipt of a Notice of Termination, CONSULTANT shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise. In the event of termination, COUNTY reserves the right to take over and complete the work by contract or by any other means.
- F. Completion of Work: In the event of termination of the Agreement, for default or without cause, COUNTY reserves the right to take over and complete any work, service, or task by contract or by other means.

ARTICLE VII

Cost Principles and Administrative Requirements:

- A. CONSULTANT agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the cost allowability of individual terms of cost.
- B. CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by CONSULTANT to COUNTY.
- D. CONSULTANT and its subconsultants, if applicable shall establish and maintain accounting systems and records that properly accumulate and segregate funds received under this Agreement by line item. The accounting systems of CONSULTANT and all subconsultants shall conform to Generally Accepted Accounting Principles (GAAP), shall enable the determination of incurred costs at interim points of completion, and shall provide support for reimbursement of payment vouchers or invoices.

ARTICLE VIII

Retention of Records/Audit: For the purpose of determining compliance with Public Contract Code Section 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable, and other matters connected with the performance of the Agreement pursuant to Government Code Section 8546.7; CONSULTANT, subconsultants, and COUNTY shall maintain and make available for inspection all books, documents, papers, accounting records, Independent CPA Audited

Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement. The state, State Auditor, COUNTY, Federal Highway Administration (FHWA), or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT and its certified public accountants (CPA) work papers that are pertinent to the Agreement and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

ARTICLE IX

Audit Review Procedures:

- A. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement shall be reviewed by COUNTY's Chief Fiscal Officer, Community Development and Finance Administration, Chief Administrative Office.
- B. Not later than thirty (30) days after issuance of the final audit report, CONSULTANT may request a review by COUNTY's Chief Fiscal Officer of unresolved audit issues. The request for review shall be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by COUNTY shall excuse CONSULTANT from full and timely performance in accordance with the terms of this Agreement.
- D. CONSULTANT and subconsultant contracts, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the Agreement, cost proposal and ICR, and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The Agreement, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by COUNTY's Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the Agreement by this reference if directed by COUNTY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, state, or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.
- E. CONSULTANT Cost Proposal may be subject to a CPA ICR Audit Work Paper Review or audit by the Independent Office of Audits and Investigation (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by CONSULTANT and approved by COUNTY

Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.

1. During a California Department of Transportation (Caltrans) review of the ICR audit work papers created by CONSULTANT's independent CPA, Caltrans will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans identifies significant issues during the review and is unable to issue a cognizant approval letter, COUNTY will reimburse CONSULTANT at a provisional ICR until a FAR compliant ICR {e.g. 48 CFR, part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials Audit Guide; and other applicable procedures and guidelines is received and approved by A&I. Accepted rates will be as follows:
 - a. If the proposed rate is less than 150% - the accepted rate reimbursed will be 90% of the proposed rate.
 - b. If the proposed rate is between 150% and 200% - the accepted rate will be 85% of the proposed rate.
 - c. If the proposed rate is greater than 200% - the accepted rate will be 75% of the proposed rate.
2. If Caltrans is unable to issue a cognizant letter per paragraph E.1. above, Caltrans may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. Caltrans will then have up to six (6) months to review CONSULTANT's and/or the independent CPA's revisions.
3. If CONSULTANT fails to comply with the provisions of this paragraph E, or if Caltrans is still unable to issue a cognizant approval letter after the revised independent CPA-audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this provisional ICR will become the actual and final ICR for reimbursement purposes under this Agreement.
4. CONSULTANT may submit to COUNTY final invoice only when all of the following items have occurred: (1) Caltrans approves or rejects the original or revised independent CPA-audited ICR; (2) all work under this Agreement has been completed to the satisfaction of COUNTY; and, (3) Caltrans has issued its final ICR review letter. CONSULTANT must submit its final invoice to COUNTY no later than sixty (60) days after occurrence of the last of these items. This accepted ICR will apply to this Agreement and all other agreements executed between COUNTY

and CONSULTANT with the same fiscal period ICR.

The provisional ICR will apply to this Agreement and all other contracts executed between COUNTY and CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X

Subcontracting:

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between COUNTY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to COUNTY for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from COUNTY'S obligation to make payments to CONSULTANT.
- B. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this Agreement shall be subcontracted without prior written authorization by COUNTY's Contract Administrator, except that which is expressly identified in the approved Cost Proposal.
- C. All subcontracts entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to subconsultants.
- D. CONSULTANT shall pay its subconsultants within fifteen (15) calendar days from receipt of each payment made to CONSULTANT by COUNTY.
- E. Any substitution of subconsultant(s) must be approved in writing by COUNTY's Contract Administrator prior to the start of work by the subconsultant(s).
- F. Prompt Progress Payment

CONSULTANT or subconsultant shall pay to any subconsultant, not later than fifteen (15) days, after receipt of each progress payment, unless otherwise agreed to in writing, the respective amount allowed CONSULTANT on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein amount. In the event that there is a good faith dispute over all or any portion of the due on a progress payment from CONSULTANT or subconsultant to a subconsultant, CONSULTANT or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this

requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.

G. Prompt Payment of Withheld Funds to Subconsultants.

COUNTY may hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the COUNTY, of the contract work, and pay retainage to CONSULTANT based on these acceptances. No retainage will be held by the LOCAL AGENCY from progress payments due to CONSULTANT. Any retainage kept by CONSULTANT or by a subconsultant must be paid in full to the earning subconsultant within fifteen (15) days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with COUNTY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

H. CONSULTANT is engaged by COUNTY for its unique qualifications and skills as well as those of its personnel. CONSULTANT shall not subcontract, delegate, or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of COUNTY. COUNTY may, at its sole discretion, through its Contract Administrator, authorize CONSULTANT to utilize subconsultants for services performed in Exhibit A, for the particular tasks, work, and deliverables identified therein or as identified in the individual Work Orders issued pursuant to this Agreement. Said written authorization and approval shall be sought and obtained by CONSULTANT prior to subconsultants' commencement of any work under this Agreement. Specific subconsultants shall be authorized in individual Work Orders issued pursuant to this Agreement. CONSULTANT shall require each subconsultant, to the extent of the work to be performed by the subconsultant, to be bound to CONSULTANT by the terms of this Agreement and to assume toward CONSULTANT all of the obligations and responsibilities that CONSULTANT, by this Agreement, assumes toward COUNTY.

ARTICLE XI

Equipment Purchase and Other Capital Expenditures:

A. Prior authorization in writing by COUNTY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

B. For purchase of any item, service, or consulting work not covered in CONSULTANT's

Cost Proposal and exceeding \$5,000, prior written authorization by COUNTY's Contract Administrator is required; three (3) competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

C. Any equipment purchased as a result of this Agreement is subject to the following:

1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two (2) years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, COUNTY shall receive a proper refund or credit at the conclusion of the Agreement, or if the Agreement is terminated, CONSULTANT may either keep the equipment and credit COUNTY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established COUNTY procedures, and credit COUNTY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of that equipment. Appraisals shall be obtained from an appraiser mutually agreeable to COUNTY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by COUNTY.
2. Regulation 2 CFR Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the Project.

ARTICLE XII

State Prevailing Wage Rates:

- A. CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- B. Any subcontract entered into as a result of this Agreement, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article, unless the awarding agency has an approved labor compliance program by the Director of Industrial Relations.
- C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

ARTICLE XIII

Conflict Of Interest:

- A. During the term of this Agreement, CONSULTANT shall disclose any financial, business, or other relationship with COUNTY that may have an impact upon the outcome of this Agreement or any ensuing COUNTY construction Project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this Agreement or any ensuing COUNTY construction Project that will

follow. CONSULTANT has acknowledged this interest of CONSULTANT and CONSULTANT has duly executed Exhibit D, marked "Interest of Consultant Disclosure Statement," incorporated herein and made by reference a part hereof.

- B. CONSULTANT certifies that it has disclosed to COUNTY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement. CONSULTANT agrees to advise COUNTY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this Agreement. CONSULTANT further agrees to complete any statements of economic interest if required by either COUNTY ordinance or State law. COUNTY'S Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are consultants within the meaning of the Political Reform Act and COUNTY'S Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.
- C. CONSULTANT hereby certifies that it does not now have, nor shall it acquire, any financial or business interest that would conflict with the performance of services under this Agreement.
- D. CONSULTANT hereby certifies that CONSULTANT or subconsultant and any firm affiliated with CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction Project resulting from this Agreement, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.
- E. CONSULTANT covenants that during the term of this Agreement neither it, or any officer or employee of CONSULTANT, has or shall acquire any interest, directly or indirectly, in any of the following:
 - 1. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
 - 2. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
 - 3. Any officer or employee of COUNTY that are involved in this Agreement.

If CONSULTANT becomes aware of a conflict of interest related to this Agreement, CONSULTANT shall promptly notify COUNTY of the existence of that conflict, and COUNTY may, in its sole discretion, immediately terminate this Agreement by giving written Notice of Termination specified in ARTICLE VI, Termination.

ARTICLE XIV

Rebates, Kickbacks, or Other Unlawful Consideration: CONSULTANT warrants that this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration, either promised or paid to any COUNTY employee. For breach or violation

of this warranty, COUNTY shall have the right, in its sole discretion, to terminate the Agreement without liability; to pay only for the value of the work actually performed; to deduct from the Agreement price; or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

ARTICLE XV

Prohibition of Expending COUNTY, State, or Federal Funds For Lobbying:

A. CONSULTANT certifies to the best of his or her knowledge and belief that:

1. No state, federal, or local agency appropriated funds have been paid or will be paid by or on behalf of CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement, CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions which form and instructions are attached hereto as Exhibit E and are incorporated herein and made by reference a part hereof.

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

C. CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

ARTICLE XVI

Non-Discrimination Clause and Statement of Compliance:

A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Government Code § 12990 and 2 CCR §11102.

- B. During the performance of this Agreement, CONSULTANT and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, genetic information, gender, gender identity, gender expression, sexual orientation, or military and veteran status, and denial of family care leave. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12900 [a-f] et seq.) and the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§ 11135-11139.5, and the regulations or standards adopted by COUNTY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12900 (a-f), set forth in Subchapter 5 of Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and COUNTY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or COUNTY shall require to ascertain compliance with this clause.
- E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.
- G. CONSULTANT with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, or disability, be excluded from participation in, denied the benefits of, or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- H. CONSULTANT shall comply with regulations relative to non-discrimination in federally assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of subconsultants.
- I. CONSULTANT, subrecipient or subconsultant will never exclude any person from

participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the LOCAL AGENCY components of the DBE Program Plan, CONSULTANT, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

J. CONSULTANT agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended; and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*)
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended;
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 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.*).

ARTICLE XVII

Debarment and Suspension Certification:

- A. CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer, or manager:
1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
 3. Does not have a proposed debarment pending; and
 4. 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 three (3) years.
- B. Any exceptions to this certification must be disclosed to COUNTY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal Highway Administration.

ARTICLE XVIII

Taxes: CONSULTANT certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by CONSULTANT to COUNTY. CONSULTANT agrees that it shall not default on any obligations to COUNTY during the term of this Agreement.

ARTICLE XIX

Standards for Work: Services rendered under this Agreement shall be performed in accordance with the guidelines set forth in the current edition of the *Caltrans Construction Manual*, *Caltrans Bridge Construction Records and Procedures (BCRP) Manual*, *Caltrans Materials Testing Manual*, *Caltrans Local Assistance Procedures Manual*, *Caltrans Source Inspection Quality Management Plan Outline*, the El Dorado County Department of Transportation's Quality Assurance Program, ASTM testing procedures, and all other applicable Caltrans, FHWA, federal, state, and local laws, COUNTY guidelines and accepted industry standards, and shall be performed in a safe, professional, skillful, and workmanlike manner in accordance with good engineering practices. Where applicable, services shall further conform to all U.S. Code of Federal Regulation Title 23 requirements and all applicable federal laws, regulations, and policy and procedural or instructional memoranda.

Material testing and Quality Control/Assurance shall conform to the current edition of the

Caltrans Construction Manual, the Caltrans Construction Manual Supplement for Local Agency Resident Engineers, the Caltrans Local Agency Structural Representative Guidelines and Caltrans' California Test Methods and shall be performed by a material-tester certified by the State.

All of CONSULTANT's services and deliverables must adhere to current COUNTY, Caltrans and federal requirements for Project development and shall be made available to COUNTY and Caltrans for review and approval at the appropriate stages specified in the Work Orders issued pursuant to the Agreement or upon request by COUNTY'S Contract Administrator.

CONSULTANT has full responsibility for the accuracy and completeness of the deliverables, reports, and such other documents that may be required for the tasks or items of work assigned. Assistance, cooperation and oversight by COUNTY, Caltrans, FHWA, or other regulatory agencies will not relieve CONSULTANT of this professional responsibility.

All work must be performed and work products prepared in a format and manner customarily anticipated by the appropriate approving agencies.

ARTICLE XX

Quality Control: CONSULTANT shall have a quality control/quality assurance (QC/QA) plan in effect during the entire time work is being performed under this Agreement. Prior to the start of any work, CONSULTANT shall provide COUNTY with its QC/QA plan and an outline of the Project-specific quality control/quality procedures. CONSULTANT shall identify quality control reviews to ensure compliance with the major deliverables within the Scope of Work for this Agreement.

ARTICLE XXI

Licenses: CONSULTANT hereby represents and warrants that CONSULTANT and any of its subconsultants employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for CONSULTANT and its subconsultants to practice its profession or provide the services or work contemplated under this Agreement in the State of California. CONSULTANT and its subconsultants shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

ARTICLE XXII

Ownership of Data: Upon completion or earlier termination of all services under this Agreement, or upon the completion or earlier termination of services provided in accordance with individual Work Orders issued pursuant to this Agreement, ownership and title to all reports, documents, plans, maps, specifications, estimates, compilations, photographs, videos, and any and all other materials or data produced or obtained as part of this Agreement will automatically be vested in COUNTY without restriction or limitation on their use, and no further agreement will be necessary to transfer ownership to COUNTY. Copies may be made for CONSULTANT's records, but shall not be furnished to others without prior written authorization from COUNTY's Contract Administrator. Such deliverables shall be deemed works made for hire and all rights in copyright therein shall be retained by COUNTY. CONSULTANT shall furnish COUNTY all necessary copies of

data, including data stored in electronic format, needed to complete the review and approval process of the services and deliverables provided under this Agreement.

ARTICLE XXIII

CONSULTANT's Project Manager: CONSULTANT designates Jeff Thomure, PE, as its Project Manager for this Agreement. CONSULTANT's Project Manager, or COUNTY-approved designee, shall be accessible to COUNTY's Contract Administrator, or designee, during normal COUNTY working hours and shall respond within twenty-four (24) hours to COUNTY inquiries or requests. CONSULTANT's Project Manager shall be responsible for all matters related to CONSULTANT's personnel, operations, and any subconsultants authorized under this Agreement including, but not limited to, (1) assigning qualified personnel to perform the required work and to prepare the deliverables required by the individual Work Orders issued pursuant to this Agreement; (2) reviewing, monitoring, training, and directing CONSULTANT's personnel and any subconsultants authorized herein; and (3) providing qualified and appropriate traffic control services for field work. Project Manager must be a registered engineer in the State of California.

ARTICLE XXIV

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Amendments may be made to permit mutually acceptable changes in the scope, character, or complexity of the work if such changes become desirable or necessary as the work progresses. Appropriate extensions of time in case of unavoidable delays and for consideration of warranted adjustments in payment may also be accomplished by amendments to the Agreement. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto. There shall be no change in CONSULTANT's Project Manager or subconsultants, which shall be established at the issuance of individual Work Orders, without prior written approval by COUNTY's Contract Administrator.

ARTICLE XXV

Consultant to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from COUNTY and its staff. It is further understood that this Agreement does not create an exclusive relationship between COUNTY and CONSULTANT, and CONSULTANT may perform similar work or services for others. However, CONSULTANT shall not enter into any agreement with any other party, or provide any information in any manner to any other party, that would conflict with CONSULTANT'S responsibilities or hinder CONSULTANT'S performance of services hereunder, unless COUNTY'S Contract Administrator, in writing, authorizes that agreement or sharing of information.

ARTICLE XXVI

Confidentiality:

A. CONSULTANT and any subconsultants authorized under this Agreement shall maintain the confidentiality and privileged nature of all records, including billing records, all financial, statistical, personal, technical, or other data and information relative to COUNTY's operations together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. CONSULTANT, and all

CONSULTANT's staff, employees, and representatives, including any subconsultants authorized herein, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to COUNTY's Department of Transportation or to such person with COUNTY's consent for the purpose of, and in the performance of, this Agreement.

- B. Permission granted by COUNTY to disclose information on one occasion shall not authorize CONSULTANT or any subconsultants authorized under this Agreement to further disclose such information or disseminate the same on any other occasion.
- C. CONSULTANT and any subconsultants authorized under this Agreement shall not comment publicly to the press or any other media regarding this Agreement or COUNTY's actions on the same, except to COUNTY's staff, CONSULTANT's own personnel or authorized subconsultants involved in the performance of this Agreement, at public hearings, or in response to questions from COUNTY's Board of Supervisors.
- D. CONSULTANT and any subconsultants authorized under this Agreement shall not issue any news release or public relations item of any nature, whatsoever, regarding services performed or to be performed under this Agreement without prior review of the contents thereof by COUNTY and receipt of COUNTY's Contract Administrator's written permission.
- E. All information related to any construction estimates prepared or otherwise obtained in the performance of this Agreement is confidential and shall not be disclosed by CONSULTANT to any entity other than to COUNTY.
- F. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Article.
- G. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

ARTICLE XXVII

Independent Contractor: The parties intend that an independent contractor relationship will be created by this contract. CONSULTANT is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. CONSULTANT exclusively assumes responsibility for acts of its employees, agents, affiliates, and subconsultants, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by CONSULTANT. Those persons will be entirely and exclusively under the direction, supervision, and control of CONSULTANT.

COUNTY may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but COUNTY will not control or direct the manner, means, methods, or sequence in which CONSULTANT performs the work or services for

accomplishing the results. CONSULTANT understands and agrees that CONSULTANT lacks the authority to bind COUNTY or incur any obligations on behalf of COUNTY.

CONSULTANT, including any subconsultant or employees of CONSULTANT, shall not receive, nor be eligible for, any benefits COUNTY provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. CONSULTANT shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. COUNTY is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes CONSULTANT. CONSULTANT shall not be subject to the work schedules or vacation periods that apply to COUNTY employees.

CONSULTANT shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that CONSULTANT provides for its employees.

CONSULTANT acknowledges that it has no authority to bind the COUNTY or incur any obligations on behalf of the COUNTY with regard to any matter, and shall not make any agreements or representations on the COUNTY'S behalf.

ARTICLE XXVIII

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that COUNTY is a political subdivision of the State of California. As such, COUNTY is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment, or services not budgeted in a given year. It is further understood that in the normal course of COUNTY business, COUNTY will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, COUNTY shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products, or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and COUNTY released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce or order a reduction in the budget for any COUNTY department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of COUNTY, this Agreement and/or any Work Order issued pursuant to this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XXIX

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing the same in the United States Post Office, postage prepaid and return receipt requested. Notices to COUNTY shall be in duplicate and addressed as follows:

To COUNTY:

With a copy to:

County of El Dorado
Department of Transportation
2850 Fairlane Court
Placerville, California 95667

County of El Dorado
Chief Administrative Office
330 Fair Lane
Placerville, California 95667

Attn.: Matthew Smeltzer
Deputy Director, Engineering

Attn.: Michele Weimer
Procurement and Contracts
Manager

or to such other location as COUNTY directs.

Notices to CONSULTANT shall be addressed as follows:

Jacobs Engineering Company
2485 Natomas Park Drive, Suite 600
Sacramento, California 95833

Attn.: Leslie Bonneau
Vice President

Or to such other location as CONSULTANT directs.

ARTICLE XXX

Change of Address: In the event of a change in address for CONSULTANT's principal place of business, CONSULTANT's Agent for Service of Process, or Notices to CONSULTANT, CONSULTANT shall notify COUNTY in writing as provided in ARTICLE XXIX, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by COUNTY's Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XXXI

Indemnity: To the fullest extent allowed by law, CONSULTANT shall defend, indemnify, and hold harmless the COUNTY and its officers, agents, employees, and representatives from and against any and all claims, actions, losses, injuries, damages, or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred, brought for or on account of, injury to or death of any person, including but not limited to workers, COUNTY employees, officers, or agents, and the public, or damage to property, which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, its officers, agents, employees, volunteers, representatives, contractors, and subcontractors. This duty of CONSULTANT includes the duty of defense, inclusive of that set forth in California Civil Code Section

2778 and is subject to any limit provided for in Civil Code Section 2782.8(a) of the cost to defend charged to CONSULTANT. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement, provided that COUNTY's failure to immediately or timely notify CONSULTANT does not limit or waive CONSULTANT's defense and indemnity obligations in this Article. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

ARTICLE XXXII

Insurance: CONSULTANT shall provide proof of a policy of insurance satisfactory to COUNTY's Risk Management Division and documentation evidencing that CONSULTANT maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of CONSULTANT as required by law in the State of California.
- B. Commercial General Liability Insurance of \$1,000,000 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit.
- C. Automobile Liability Insurance of \$1,000,000 is required in the event motor vehicles are used by CONSULTANT in performance of the Agreement.
- D. In the event CONSULTANT is a licensed professional or professional consultant and is performing professional services under this Agreement, Professional Liability Insurance is required with a limited liability of \$1,000,000.
- E. CONSULTANT shall furnish a certificate of insurance satisfactory to COUNTY's Risk Management Division as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to COUNTY's Risk Management Division or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. CONSULTANT agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, CONSULTANT agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the written approval of COUNTY's Risk Management Division, and CONSULTANT agrees that no work or services shall be performed prior to the giving of such approval. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, COUNTY may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

- H. The certificate of insurance must include the following provisions stating that:
1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to COUNTY; and
 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. CONSULTANT's insurance coverage shall be primary insurance in respect to COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, officials, employees, or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to, and approved by, COUNTY. At the option of COUNTY, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions in respect to COUNTY, its officers, officials, employees, and volunteers; or CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to COUNTY, its officers, officials, employees, or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers, employees, and volunteers or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. CONSULTANT's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
- N. In the event CONSULTANT cannot provide an occurrence policy, CONSULTANT shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. The certificate of insurance shall meet such additional standards as may be determined by the contracting COUNTY department, either independently or in consultation with COUNTY's Risk Management Division as essential for protection of COUNTY.
- P. CONSULTANT shall ensure that all subconsultants authorized pursuant to this Agreement shall maintain workers' compensation, general liability, automobile liability, and professional liability insurance as specified above and shall provide COUNTY with proof of same if requested.

ARTICLE XXXIII

Force Majeure: Neither party will be liable for any delay, failure to perform, or omission
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under this Agreement that is due to any cause that it is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

- a. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control.
- b. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this Agreement.

For purposes of this Article, "cause that is beyond its control" includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

ARTICLE XXXIV

California Residency (Form 590): All independent consultants providing services to COUNTY must file a State of California Form 590, certifying their California residency or, in the case of a limited liability company or corporation, certifying that they have a permanent place of business in California. CONSULTANT will be required to submit a Form 590 prior to execution of this Agreement, or COUNTY shall withhold seven (7) percent of each payment made to CONSULTANT during the term of this Agreement. This requirement applies to any agreement/contract exceeding \$1,500.

ARTICLE XXXV

COUNTY Payee Data Record Form: All independent contractors or corporations providing services to COUNTY who do not have a Department of the Treasury Internal Revenue Service Form W-9 (Form W-9) on file with COUNTY must file a County Payee Data Record Form with COUNTY.

ARTICLE XXXVI

Business License: COUNTY's Business License Ordinance provides that it is unlawful for any person to furnish supplies or services or transact any kind of business in the unincorporated territory of El Dorado County, without possessing a COUNTY business license unless exempt under COUNTY Ordinance Code Section 5.08.070. CONSULTANT warrants and represents that it shall comply with all of the requirements of COUNTY's Business License Ordinance, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

ARTICLE XXXVII

California Forum and Law: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XXXVIII

Compliance with Federal, State, and COUNTY Requirements: COUNTY is relying on federal assistance or grants, state funds, and local agency or other grant funds for all or

a portion of the funding for the services to be provided herein. As a requirement of COUNTY's use of federal, state, and local agency grant funds, COUNTY is required to comply with certain contracting requirements and to extend those requirements to all third party contracts. CONSULTANT shall comply with all applicable provisions of federal, state, and local agency regulations, including those required by the FHWA grant funding requirements, regulations, and related executive orders regarding the use, expenditure, control, reporting, allowable costs, and management of such funds. The following Office of Management and Budget (OMB) Circulars, as applicable, and as implemented by various parts of the Code of Federal Regulations (C.F.R.), are incorporated by reference and made a part of this Agreement:

2 CFR Part 200, Subpart E, "Cost Principles. Special Considerations for States, Local Governments and Indian Tribes (formerly OMB Circular A-87)"

2 CFR Part Part 200, Subpart F "Audit Requirements" and the most recent compliance supplement

Copies of the OMB Circulars are available on the Internet at:

<https://www.whitehouse.gov/omb/information-for-agencies/circulars>

Failure of CONSULTANT to comply with any federal, state, or local agency provision may be the basis for withholding payments for charges made by CONSULTANT and for such other remedies as may be appropriate including termination of this Agreement. CONSULTANT shall further comply with any flow-down or third-party contracting provisions which may be required under the federal, state, or local agency regulations and which may apply to CONSULTANT's subcontracts, if any, associated with this Agreement.

ARTICLE XXXIX

Working Office: CONSULTANT shall establish a working office at a place acceptable to COUNTY. The parties hereto acknowledge and agree that CONSULTANT's office is located at 2485 Natomas Park Drive, Suite 600, Sacramento, California 95833.

ARTICLE XL

Covenant Against Contingent Fees: By executing this Agreement, CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, COUNTY shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE XLI

Design Standards: CONSULTANT shall perform all services under this Agreement and

as described in Exhibit A, in conformance with applicable federal, state, and local design standards or other standards for work performance stipulated in ARTICLE XIX, Standards for Work, or in the individual Work Orders issued pursuant to this Agreement.

ARTICLE XLII

Documentation: CONSULTANT shall document the results of its work to the satisfaction of COUNTY and if applicable, the State of California, and the FHWA. This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of the Agreement objectives.

ARTICLE XLIII

Copyrights: COUNTY may permit copyrighting reports or other Agreement products. If copyrights are permitted, COUNTY, FHWA, and State of California shall have the royalty-free non-exclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for State or Federal Government purposes:

1. The copyright in any work developed under this Agreement; and
2. Any rights of copyright to which CONSULTANT purchases ownership with grant support.

ARTICLE XLIV

CONSULTANT's Endorsement on PS&E/Other Data: If applicable, the responsible CONSULTANT/Engineer shall sign all plans, specifications, estimates (PS&E), and all engineering data furnished by it and, where appropriate, indicate its registration number.

ARTICLE XLV

Disadvantaged Business Enterprise (DBE) Considerations: CONSULTANT must give consideration to DBE firms as specified in 23 C.F.R. § 172.5(b) and in Appendix A to 49 C.F.R. Part 26. CONSULTANT shall ensure that certified DBE firms have the opportunity to participate in the performance of this Agreement and CONSULTANT shall take all necessary and reasonable steps for such assurance.

As applicable, DBE requirements will be discussed at the meeting or telephone conference held to determine the specific services required in a Work Order. COUNTY's Contract Administrator will provide CONSULTANT with the necessary DBE forms and information for use and/or submittal with CONSULTANT's Work Order proposal or CONSULTANT's final invoice.

ARTICLE XLVI

Disadvantaged Business Enterprise (DBE) Participation:

- A. CONSULTANT, COUNTY, or subconsultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, COUNTY shows a contract goal for DBEs. CONSULTANT shall make work available to DBEs and select work parts consistent with available DBE subconsultants and suppliers.

CONSULTANT shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate good faith efforts to meet this goal. It is 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>.

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% counts if the materials or supplies are obtained from a DBE manufacturer.
- 60% 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. 49CFR26.55 defines "manufacturer" and "regular dealer."

This Agreement is subject to 49 C.F.R. § 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." CONSULTANTs who obtain DBE participation on this Agreement shall assist Caltrans in meeting its federally mandated statewide overall DBE goal.

- B. The goal for DBE participation for this Agreement is 9%. Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in the CONSULTANT Proposal DBE Commitment (Exhibit 10-O1) or in the CONSULTANT Contract DBE Commitment (Exhibit 10-O2). If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- C. DBEs and other small businesses, as defined in 49 C.F.R. § 26.5, are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of US DOT-assisted agreements. Failure by CONSULTANT to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as COUNTY deems appropriate.
- D. Contract Assurance

Under 49 CFR 26.13(b):

race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

Failure by CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidating damages; and/or
4. Disqualifying CONSULTANT from future proposing as non-responsible

E. Termination and Substitution of DBE Subconsultants

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

COUNTY authorizes a request to use other forces or sources of materials if CONSULTANT shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the Project.
2. COUNTY stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the COUNTY's bond requirements.
3. Work requires a CONSULTANT's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the Project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the contract.

9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the contract.
11. COUNTY determines other documented good cause.

CONSULTANT shall notify the original DBE of the intent to use other forces or material sources and provided the reasons and provide the DBE with five (5) days to respond to the notice and advise CONSULTANT and COUNTY of the reasons why the use of other forces or sources of materials should not occur.

CONSULTANT's request to use other forces or material sources must include:

1. One of more of the reasons listed in the preceding paragraph.
2. Notices from CONSULTANT to the DBE regarding the request.
3. Notices from the DBEs to CONSULTANT regarding the request.

If a listed DBE is terminated or substituted, CONSULTANT must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet or exceed the DBE goal.

F. Commitment and Utilization

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

COUNTY shall request CONSULTANT to:

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

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

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

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

If COUNTY reports of DBE participation to Caltrans, the COUNTY must display both commitments and attainments.

- G. DBE is only eligible to be counted toward the AGREEMENT goal if it performs a Commercially Useful Function (CUF) on the AGREEMENT. CUF must be evaluated on an agreement by agreement basis. A DBE performs a CUF when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and other relevant factors.
- H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, 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.
- I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract 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.
- J. 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 prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

- K. Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants" CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by CONSULTANT or CONSULTANT's authorized representative and shall be furnished to COUNTY's Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice shall result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to COUNTY's Contract Administrator.
- L. If a DBE subconsultant is decertified during the life of the Agreement, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Agreement, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to COUNTY's Contract Administrator within thirty (30) days.
- M. After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant 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.
- N. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Article.

ARTICLE XLVII

Compliance with Disability Acts: CONSULTANT shall comply with: (a) Section 504 of the Rehabilitation Act of 1973 which prohibits discrimination on the basis of disability in federally assisted programs; (b) the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination on the basis of disability irrespective of funding; and (c) all applicable regulations and guidelines issued pursuant to both the Rehabilitation Act and the ADA.

ARTICLE XLVIII

Disputes:

- A. Any dispute, other than audit, concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by a committee consisting of COUNTY's Contract Administrator and the Department of Transportation Director, or designee, which may consider written or verbal information submitted by CONSULTANT.
- B. Not later than thirty (30) days after completion of all work under any individual Work Order issued pursuant to this Agreement, CONSULTANT may request review by COUNTY's Board of Supervisors of unresolved claims or disputes, other than audit. The request for review shall be submitted in writing.

- C. Neither the pendency of a dispute, nor its consideration by the committee, will excuse CONSULTANT from full and timely performance in accordance with the terms of this Agreement.
- D. CONSULTANT's failure to follow this dispute resolution procedure shall constitute a waiver of any and all claims arising out of or related to the dispute and a bar to any further proceedings or legal or equitable remedy.

ARTICLE XLIX

Inspection of Work: CONSULTANT and any subconsultants authorized herein shall permit COUNTY, the State of California, and the FHWA, if federal participating funds are used in this Agreement, to review and inspect the Project activities and files at all reasonable times during the performance period of this Agreement, including review and inspection on a daily basis.

ARTICLE L

Safety:

- A. CONSULTANT shall comply with Occupational Safety and Health Administration (OSHA) regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by COUNTY's Safety Officer and other COUNTY representatives. CONSULTANT's personnel and any subconsultants authorized herein shall wear hard hats and safety vests at all times while working on construction Project sites.
- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, COUNTY has determined that there are areas that may be within the limits of certain Projects that are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

ARTICLE LI

Claims Filed by COUNTY'S Construction Contractors:

- A. If claims are filed by COUNTY's construction contractors relating to work performed by CONSULTANT's personnel or subconsultants, and additional information or assistance from CONSULTANT's personnel or subconsultants is required in order to evaluate or defend against such claims, CONSULTANT agrees to make its personnel and/or subconsultants available for consultation with COUNTY's construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT's personnel and subconsultants that COUNTY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from COUNTY. Any consultation or testimony that may be required by COUNTY will be reimbursed at the same rates that are being paid for

CONSULTANT's personnel services under Exhibit B hereto, unless the construction contractor claims are covered in whole or in part by ARTICLE XXXI, Indemnity, in which case no compensation will be paid.

- C. Services of CONSULTANT's personnel or subconsultants in connection with COUNTY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this Agreement in order to finally resolve the claims.

ARTICLE LII

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

ARTICLE LIII

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

ARTICLE LIV

Contracting with Small and Minority Firms and Women's Business Enterprises: It is a national policy to award a fair share of contracts to small and minority business firms and women's business enterprises. COUNTY is strongly committed to the objectives of this policy and encourages all consultants to take affirmative steps to ensure such fairness.

1. CONSULTANT shall take all necessary affirmative steps to assure that minority firms and women's business enterprises are used when possible.
2. Affirmative steps shall include:
 - (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (b) Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
 - (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business and women's business enterprises;
 - (d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business and women's business enterprises;

(e) Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce as appropriate; and

(f) Requiring the prime CONSULTANT, if subcontracts are to be let, to take the affirmative steps listed in 2 (a) through (e) above.

ARTICLE LV

Environmental Compliance: CONSULTANT shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606); Section 508 of the Clean Water Act (33 U.S.C. § 1368); Executive Order 11738; Environmental Protection Agency regulations (2 C.F.R. Subtitle B, Chapter XV, Part 1532 (§ 1532.10 et seq.)); and mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

ARTICLE LVI

Iran Contracting Act Certification: As required by California Public Contract Code Section 2204, for Agreements that are over \$1,000,000, CONSULTANT certifies its status regarding the Iran Contracting Act of 2010 and has duly executed Exhibit F, marked "Iran Contracting Act Certification," incorporated herein and made by reference a part hereof.

ARTICLE LVII

Contract Administrator: The COUNTY Officer or employee with responsibility for administering this Agreement is Matthew Smeltzer, Deputy Director, Engineering, Department of Transportation, or successor.

ARTICLE LVIII

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

ARTICLE LIX

Partial Invalidity: If any provision, part of a provision, sentence, or word of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions, parts, sentences, or words will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE LX

No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

ARTICLE LXI

Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

ARTICLE LXII

Waiver: No failure on the part of the parties to exercise any rights under this Agreement, and no course of dealing with respect to any right hereunder, shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude the exercise of any other right. The remedies herein provided are cumulative and are not exclusive of any other remedies provided by law.

ARTICLE LXIII

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties, and they incorporate or supersede all prior written or oral agreements or understandings.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____

Dated: _____

Board of Supervisors
"COUNTY"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- JACOBS ENGINEERING GROUP INC. --

By: _____
Leslie Bonneau
Vice President
"CONSULTANT"

Dated: _____

Jacobs Engineering Group Inc.

Exhibit A

Scope of Work

In accordance with the Agreement between COUNTY and CONSULTANT, CONSULTANT shall complete the work described below. CONSULTANT's services are specifically in support of the Mosquito Road Bridge at South Fork American River Bridge Replacement Project #77126/36105028 (Project).

PROJECT DESCRIPTION

The Project is anticipated to begin construction in spring 2022, complete construction in 2024, and consist of construction of a balanced cantilever segmental bridge in a new roadway alignment over the South Fork American River. The improvements include site clearing, preparation, and earthwork; construction of new bridge foundations, abutments, retaining structures, deck, and guardrails; and, widening and realignment at the bridge approaches. Standard construction practices and mitigation measures have been incorporated into the Project to avoid or minimize environmental impacts.

CONSULTANT shall provide construction support services for the Project, including up to a full-time Structure Specialist, and up to a full-time Segmental Structure Inspector. Both positions must be proficient and experienced in balanced cantilever segmental bridges. Additional construction support services as defined herein consist of an as-needed office engineer, an as-needed scheduler, an as-needed surveyor, an as-needed materials testing and source inspection, and as-needed additional inspection staff.

All engineering work required by this Agreement or by any Task Order or Work Order issued under this Agreement shall be performed by a California licensed engineer with a current license issued by the California Board for Professional Engineers, Land Surveyors, and Geologists. All surveying work required by this Agreement or by any Task Order or Work Order issued under this Agreement shall be performed by a California licensed surveyor with a current license issued by the California Board for Professional Engineers, Land Surveyors, and Geologists.

Unless otherwise indicated below, and notwithstanding any other provisions of this Agreement to the contrary, CONSULTANT shall submit all deliverables in accordance with ARTICLE I, Scope of Services. Any changes to deliverables or schedules for the tasks below shall be communicated in writing for approval by COUNTY. Back-up CONSULTANT resources shall be available in case of loss of staff, sickness, or vacations.

COUNTY's Contract Administrator, or designee (i.e. Project Manager, or Resident Engineer) shall issue an emailed Notice to Proceed for each Task item (including each Optional Task Item as detailed in Task 4 "Optional Tasks") and seen below. CONSULTANT shall not commence work on any Task and/or Item of Work until receiving

the emailed Notice to Proceed. No payment will be made for any work performed prior to the date specified in the Notice to Proceed with said Task.

TASK 1 – CONSTRUCTABILITY REVIEW

Task 1.1 - Constructability Review

CONSULTANT shall perform a constructability review of the ninety percent (90%) structure plans and specifications proposed by the Structure Design Consultant. CONSULTANT shall first review the Project plans, special provisions, Resident Engineer (RE) pending file, and other relevant Project documentation to become familiar with the Project. Constructability reviewers include the Structure Specialist, Segmental Structure Inspector (primarily for pier table and segmental superstructure review), and Segment Specialist. The primary focus of the constructability review will be for the pier tables and segmental construction. The constructability review will include a review of the method of construction, construction sequence, construction equipment (e.g. form traveler weight), segment length, means of stabilizing the cantilever during construction, order of cantilever closures, pier table reinforcement conflicts, general reinforcement and pre-stress duct conflicts, and other pertinent aspects of cast-in-place balanced cantilever construction. Bridge segment construction drawings will be checked for conformance with industry standards. The intent of the constructability review is to identify any significant or obvious errors, omissions, constructability issues, potential conflicts, or other issues. The constructability comments will be collected and summarized in a comment matrix form or on the design plans, as appropriate. CONSULTANT will participate in one (1) conference call to explain, clarify, and resolve each constructability review comment. The work associated with this task includes preparation by CONSULTANT of a Project Execution Plan (for tracking item details and budget performance) and two (2) monthly invoices with progress reports for COUNTY.

Deliverables:

- One (1) comment matrix with all constructability review comments (Excel or PDF format) within four (4) weeks of receiving emailed authorization to proceed on Task 1 (or “Constructability Review” work items) by COUNTY.
- One (1) follow up Constructability Review meeting to resolve comments within two (2) weeks of submitting CONSULTANT’s comment matrix.
- One (1) Project Execution Plan within two (2) months of receiving emailed authorization to proceed on Task 1 (or “Constructability Review” work items) by COUNTY.
- Progress updates of Project performance as measured against the Project Execution Plan to be submitted with the monthly invoices with progress reports.
- Monthly invoices with progress reports.

Task 1.2 - Best Practices Workshop

CONSULTANT shall prepare and present a Best Practices Workshop presentation focused explicitly on cast-in-place cantilever construction of segmental box girder bridges. The presentation will be based on experience gained and lessons learned from previous projects consisting of the New Benicia Martinez Bridge, constructed in 2007, and the

Folsom Lake Crossing, constructed in 2009. The Best Practices Workshop is not meant to replace any institutional training established by industry organizations for segment construction, post-tensioning operations, or grouting of post-tensioning ducts.

Deliverables:

- One (1) Best Practices Workshop presentation focused on segmental construction (in-person meeting and PDF copy) within four (4) weeks of request by COUNTY.

TASK 2 – CONSTRUCTION ENGINEERING SERVICES

Task 2.1 - Project Administration

CONSULTANT shall coordinate with COUNTY and perform project management responsibilities to include attending meetings, monitoring budget performance, and preparing monthly invoices with progress reports for COUNTY. Progress reports shall address any significant decisions made that impact construction or schedule, work performed in the previous month, and work forecasted for the upcoming month, if applicable. CONSULTANT shall monitor Project Execution Plan and update Field Health and Safety Instructions if needed. CONSULTANT shall execute quality control of deliverables as applicable, and perform Project closeout activities, including preparation of Local Assistance Procedure Manual (LAPM) Exhibit 17-F Final Report - Utilization of Disadvantaged Business Enterprises, at the end of the Project.

CONSULTANT shall attend one (1) Project kickoff meeting with COUNTY and Engineer of Record (EOR) to discuss Project background, objectives, requirements, scope of work, schedule, deliverables, and general expectations. This meeting will result in an understanding amongst the Project team as to the Project scope and schedule, substantial Project issues and challenges identified to date, and COUNTY performance and procedural expectations.

CONSULTANT shall also assist with the electronic files and Project related construction documentation for the Project. This includes supplying a Project field desktop computer with an external hard drive (backup) that maintains the Project's working construction files at the jobsite trailer, and supplying four (4) each field tablets equipped with software and electronic files that may include Plan Grid (or equal) for maintaining the Project plans and Headlight (or equal) for maintaining construction diaries and Quality Assurance (QA) related field documents. These electronic file related items are anticipated to be utilized throughout the Project's construction. CONSULTANT shall also provide IT support for these items as needed.

The work associated with this task includes preparation by CONSULTANT monthly invoices with progress reports for COUNTY.

Deliverables:

- One (1) Project kick-off meeting after receipt of the emailed Notice to Proceed, on Tasks 2 and 3 (or "Construction Task Items").
- Meeting notes from the Project kick-off meeting within one (1) week of attending.
- One (1) desktop field computer with external hard drive, four (4) each tablets, and supporting software that includes Plan Grid (or equal) within one (1) month of

receiving emailed Notice to Proceed on Tasks 2 and 3 (or “Construction Task Items”).

- Approximately thirty (30) monthly invoices with progress reports within two (2) weeks of previous month’s close for the months that work is performed.
- One (1) LAPM Exhibit 17-F Final Report - Utilization of Disadvantaged Business Enterprises within ten (10) days of the contract completion date.

Task 2.2 - Technical Services

CONSULTANT shall perform the engineering services described below as requested by COUNTY. CONSULTANT engineering staff shall prepare for and attend/conduct Project meetings, including the preconstruction meeting, weekly progress meetings, focus meetings, and partnering meetings, as directed by COUNTY, and shall provide meeting minutes or comments to meeting minutes as appropriate. The scope of engineering services is constrained to the budgets provided in Exhibit C. CONSULTANT’s Structure Specialist shall assist COUNTY with Request for Information/Request for Changes (RFIs/RFCs), Submittals, Change Orders, and other technical details encountered on the Project, as described below. It is anticipated that this task will primarily focus on segment cantilever construction, with some effort involved in other Project challenges such as substructure construction intricacies. The Structure Specialist is expected to support COUNTY with technical challenges associated with constructing the pier and pier table, installing pier struts (if needed), erecting and advancing the form traveler, geometry control (monitoring and mitigating as needed), post tensioning cantilever and span tendons, grouting post-tensioning ducts, placing the closure segment, reviewing the thermal control plan and mass concrete data, addressing interferences, pile anomaly mitigation, and other issues related to segment construction as requested by COUNTY.

RFIs / RFCs

CONSULTANT shall review RFI's/RFC's and prepare draft responses as requested by COUNTY. Based on experience from similar construction projects, the Contractor will likely submit numerous RFIs/RFC's that relate directly to the bridge and other structures during construction of the Project. The EOR will review and respond to the majority of RFIs/RFC's on the Project. CONSULTANT shall support COUNTY in coordinating/reviewing EOR responses, as well as reviewing and responding to specific RFIs/RFCs for issues such as unforeseen substructure challenges, changes to concrete dimensions and reinforcement, interference resolution, coupling/splicing reinforcement, pier struts issues (if used), construction loading, closure segment details, geometric deviations, friction testing for post-tensioning, post-tensioning stressing changes, material substitution, additional or altered construction joints, grouting procedures and results, thermal control plan requirements, and a variety of other technical issues related to segment construction.

Submittals

CONSULTANT shall review submittals and prepare draft comments as requested by COUNTY. A large number of submittals and resubmittals pertaining to the bridge and other structures will be required by the plans and specifications for the Project. The EOR will review and respond to the majority of segmental construction related submittals on

the Project. CONSULTANT shall support COUNTY in coordinating/reviewing EOR submittal responses for technical items pertaining to segment construction. CONSULTANT shall assist COUNTY with reviewing various submittals, for conformance with the plans and specifications. Possible submittal review assistance may include, Contractor qualifications, pile anomaly mitigation, geometry control plan, friction test procedures and results, pre-stressing elongations and forces, concrete trial batches and mix designs, grouting operation plan and grouting results, thermal control plan for mass concrete elements, concrete curing, pier struts (if used), pier table and end span falsework and formwork shop drawings, form traveler shop drawings and operations manual, pre-pour grade sheets, closure locking device, repair plans (as needed), and other submittals as needed and requested by COUNTY.

Change Orders and Claims Mitigation

CONSULTANT shall review claims and changes to construction work and prepare change orders as requested by COUNTY. CONSULTANT shall review relevant documentation, information consolidated, and contract change order documentation prepared as needed. CONSULTANT shall assist COUNTY in managing change, addressing claims, and developing/maintaining a detailed risk mitigation log throughout construction, as requested, to mitigate against claims and plan for contingencies.

Scheduling

CONSULTANT shall provide scheduling support to COUNTY with experience preparing and reviewing construction schedules on segmental bridge projects of similar sizes and complexities. Project scheduling support may include review, forecasting, and schedule “as-builts” as needed to track progress against the critical path and Project milestones. It is expected this work will be front-loaded for baseline schedule review and performed routinely throughout construction to maintain accuracy and reliability of the information. Scheduling efforts will include review of the Project Critical Path Method (CPM) schedule in conjunction with the anticipated “three (3) week look ahead” schedules. CONSULTANT shall perform a thorough review of the baseline schedule and thereafter reviewing the construction schedule one (1) to two (2) times per month on average, and as otherwise requested by COUNTY.

CONSULTANT shall provide CONSULTANT staff labor, as identified above and as requested by COUNTY, within agreed schedules and based on Project construction schedule for the specific items of work.

Deliverables:

- Written responses to specific RFIs/RFCs, as requested by COUNTY (Email or Word format) within agreed schedules for the specific work items.
- Written comments to specific submittals, as requested by COUNTY (Email, Word, or PDF format) within agreed schedules for the specific work items.
- Change order and claim review documentation (Word or PDF format) within agreed schedules for the specific work items.
- Forecasting and as-built schedule documentation for CPM schedule (PDF or software format) within agreed schedules for the specific work items.

Task 2.3 - Office Engineering

CONSULTANT shall provide COUNTY with office engineering support as needed. CONSULTANT's DBE subconsultant, Webster Engineering, shall serve as the Office Engineer (OE) for office engineering support services performed by the CONSULTANT. Activities are expected to include the following:

- Contract coordination;
- Preparing for and agendizing weekly meetings and distributing meeting minutes as needed;
- Processing field directives if applicable;
- Reviewing and documenting submittals and RFIs/RFCs;
- Processing progress pay estimates and preparing monthly invoices;
- Drafting contract change orders and coordinating with Caltrans;
- Organizing and filing field daily inspection reports;
- Documenting delivery verification and material acceptance;
- Maintaining DBE paperwork (e.g., trucking reports, DBE substitution requests, DBE payments);
- Assisting with construction audits (pre, mid, and post construction) as requested by COUNTY (or Caltrans);
- Completing routine QA paperwork;
- Monitoring contractor compliance with Project safety requirements;
- Monitoring and reviewing contractor labor compliance;
- Preparing weekly statements of working days;
- Completing compliance paperwork in accordance with the LAPM and Forms (e.g. LAPM Chapters 16 and 17);
- Maintaining construction records/details to be used in preparation of as-built plans; and
- Preparing Project newsletters and miscellaneous related duties as requested by COUNTY.

CONSULTANT shall provide CONSULTANT staff labor, as identified above and as requested by COUNTY, within agreed schedules and based on Project construction schedules for the specific items of work. The scope of office engineering support is constrained to the budgets provided in Exhibit C.

Deliverables:

- Project documentation support to include (but not limited to) contract implementation and coordination items (i.e. meeting minutes, RFI's/RFC's, submittals, QA paperwork, LAPM forms) as needed and requested by COUNTY within agreed schedules and based on Project construction schedules for the applicable items.

- Project tracking logs and organizational systems as needed and requested by COUNTY to assist with organizing and managing Project documentation as based on Project construction schedules for the applicable items.

TASK 3 – FIELD SERVICES

CONSULTANT shall perform field services as requested by COUNTY. CONSULTANT inspection and survey staff shall attend Project meetings as needed and directed by COUNTY. CONSULTANT shall coordinate inspection and acceptance testing as required in accordance with the COUNTY's Quality Assurance Program, the Project specified needs and requirements, and the Caltrans Construction Manual. The scope of field services is constrained to the budgets provided in Exhibit C.

Task 3.1 - Bridge Inspection

CONSULTANT shall provide one (1) Segmental Structure Inspector experienced with balanced cantilever segmental construction of cast-in-place box girder bridges. It is anticipated that the Segmental Structure Inspector will be full time during segment construction of the bridge superstructure. The Segmental Structure Inspector shall maintain Daily Field Reports for each day the personnel perform work on the Project. The Daily Field Report shall be formatted in accordance with COUNTY requirements. The content of the Daily Field Report shall include brief and accurate statements of progress and conditions encountered during the prosecution of the work, including observations, corrective actions, and field testing results; editorial comments shall not be incorporated in the Daily Field Report. A copy of each Daily Field Report shall be provided to COUNTY RE within one (1) working day of Daily Field Report date. CONSULTANT shall provide weekly summaries, as requested by COUNTY, of observations and testing results at the end of week of inspection work performed, or as agreed upon with COUNTY.

CONSULTANT shall provide CONSULTANT staff labor, as identified above and as requested by COUNTY within agreed schedules and as based on Project construction schedules for the specific items of work.

Deliverables:

- Daily Field Reports of Observations, Corrective Actions, and Field Testing Results within one (1) calendar day of inspection work performed.
- Weekly summaries (as requested by COUNTY) of observations and testing results at the end of week of inspection work performed, or as agreed upon with COUNTY.
- Final compilation of Daily Field reports consisting of all field observations, corrective actions, and testing results within two (2) weeks of completing field observations and testing, or as Project construction schedules require and as agreed upon with COUNTY.

Task 3.2 - Surveying

CONSULTANT shall provide surveyor support on an on-call basis with forty-eight (48) hours of notification by COUNTY. CONSULTANT's primary survey role will be to perform quality assurance surveying (QA surveying) of bridge grade to verify the contractor's

survey of the bridge geometry during construction. The contractor shall be responsible for all geometry control of the bridge construction. QA surveying will be performed at segment bulkhead and match-cast faces for the pre-pour survey, the post-pour survey, and other key surveys, as requested by COUNTY. It is expected that CONSULTANT shall additionally perform an as-built survey of the bridge after construction is complete. CONSULTANT's surveyor shall work with COUNTY to review site safety conditions and equipment to ensure proper precautions are taken each time surveyor arrives onsite. CONSULTANT shall provide a logging of each survey engagement and calculations and reports of survey activities and field checks in concert with the construction quality assurance plan. All work will be performed under the supervision of a California-licensed Professional Land Surveyor.

CONSULTANT shall provide CONSULTANT surveying staff labor, as identified above, as requested by COUNTY and based on Project construction schedules for the specific items of work, and as agreed upon with COUNTY.

Deliverables:

- Logging of each survey engagement within one (1) calendar day of surveying work performed.
- Calculations and reports of survey activities and field checks in concert with the construction quality assurance plan within one (1) calendar day of performing the surveying activity or as based on Project construction schedules for the specific items of work and as agreed upon with COUNTY.

Task 3.3 - Lab Testing

CONSULTANT shall provide the material testing services described below as requested by COUNTY. CONSULTANT's DBE subconsultant, Sierra Geotech, shall serve as the Lab Consultant. It is expected that the Project will require extensive field observations and laboratory testing support during bridge construction, as well as additional specialty testing that is beyond available COUNTY resources. CONSULTANT shall provide daily summaries of observations and testing results, Laboratory Testing Results as requested by COUNTY, Source Inspection Reports and summary of Observations as needed and requested by COUNTY, and Final Documentation of all Field Observations and Testing Results.

The Lab Consultant shall provide a Materials Testing Technician (MTT) for the Project. The MTT shall sample, test, and document materials incorporated into the Project. This includes materials delivered to the Project that are listed in the Summary of Approximate Quantities or referred to in the Construction Plans and Specifications. The number of tests required shall be in general accordance with the Caltrans LAPM and Caltrans Standard Specifications. Revised frequencies and quantities of testing may be added or removed by COUNTY, either due to quantity change or at their discretion. The MTT and the RE shall review Project quantities on a weekly basis to ensure that sufficient tests have been performed for all material delivered to the job and placed to date.

As directed by COUNTY, source inspections required by the Project Special Provisions, or Caltrans Standard Specifications shall be inspected by the MTT certified in source

inspection for the particular source inspection requirements, at the facility where the materials are being fabricated/mixed.

The Lab Consultant shall also provide field and laboratory testing materials, equipment, and personnel to perform quality assurance testing for the Project as directed by COUNTY. All staff shall be familiar with Caltrans and/or American Association of State Highway and Transportation Officials (AASHTO) construction process and documentation. Laboratory tests and documentation shall be performed by certified materials testing personnel experienced in testing Portland Cement Concrete, Hot Mix Asphalt (HMA), Class 2 Aggregate Base, embankment fill, compaction, reinforcement mechanical splicing, and all other material testing as indicated in the Project Special Provisions and Caltrans Standard Specifications.

The following equipment shall be furnished by CONSULTANT tester in sufficient quantity and in good working order (with current calibration) to ensure accurate performance of the specific work requested by COUNTY in a timely manner:

- Nuclear Moisture-Density Gauge
- Concrete air meter, slump cone, Kelly ball, and other concrete testing equipment.
- Sieves for aggregates and soil gradations
- Electronic scales
- HMA sample containers and small tools
- Proctor equipment for soil curves and Caltrans CT 216 total density testing
- Sand Equivalent, Durability, Cleanliness Value, and other aggregate testing equipment
- Sample drying equipment
- Concrete cylinder molds which meet AASHTO and Caltrans requirements except that paper molds shall not be used, and plastic molds shall not be reused
- Tensile test machine, slip-measuring device, and other equipment as needed for testing of reinforcement mechanical splices
- Miscellaneous equipment for performing the required soils, Portland Cement Concrete, hot mix asphalt sampling and testing

The MTT shall have experience and current certifications in performing field and laboratory testing on Portland cement concrete, HMA, Class 2 Aggregate Base, Reinforcement Mechanical Splices, and earthwork. The MTT shall review Project Plans, Special Provisions, and the latest LAPM along with the Caltrans Standard Specifications to estimate the number of testers required to complete the Project and the number and type of tests that are anticipated to be performed on the Project. The MTT and the RE shall meet on a regular basis prior to start of specific Project work items to address any questions or issues involving testing procedures, frequency, or documentation. Additional testing may be required if requested by COUNTY. The MTT shall be thoroughly familiar with Caltrans testing, reporting forms, and documentation requirements. CONSULTANT supplied MTT shall have the following qualifications:

- Caltrans Joint Training Certification Program (JTCP) Certification in Construction Materials Testing and Inspection for the types of work being performed, e.g. aggregates, asphalt, concrete, and soils
- The MTT performing field concrete tests shall be certified by The American Concrete Institute (ACI)
- The MTT performing hot mix asphalt pavement field conformance tests shall be certified in all applicable Caltrans Test Methods

CONSULTANT shall provide CONSULTANT laboratory and testing staff labor, as identified above, as requested by COUNTY, as based on Project construction schedules for the specific items of work, and as agreed upon with COUNTY.

Deliverables:

- Daily summaries of observations and testing results within one (1) calendar day of inspection work performed.
- Laboratory Testing Results as requested by COUNTY, as based on Project construction schedules for the specific items of work, and as agreed upon with COUNTY.
- Source Inspection Reports and summary of Observations as needed and requested by COUNTY, as based on Project construction schedules for the specific items of work, and as agreed upon with COUNTY.
- Final Documentation of all Field Observations and Testing Results within two (2) weeks of completing field observations and testing, or as Project construction schedules require and as agreed upon with COUNTY.

TASK 4 – OPTIONAL TASKS (A through E)

Optional Task A – Additional Inspector

CONSULTANT shall provide one (1) each additional inspector with Segmental Structure Inspector experienced with balanced cantilever segmental construction of cast-in-place box girder bridges, who is provided as a subconsultant from Psomas Engineering. It is anticipated that the Segmental Structure Inspector may be up to full time during segment construction of the bridge superstructure. The Segmental Structure Inspector shall maintain Daily Field Reports for each day the personnel perform work on the Project. The Daily Field Report shall be formatted in accordance with COUNTY requirements. The content of the Daily Field Reports shall include brief and accurate statements of progress and conditions encountered during the prosecution of the work, including observations, corrective actions, and field testing results; editorial comments shall not be incorporated in the Daily Field Report. A copy of each Daily Field Report shall be provided to COUNTY RE within one (1) working day of diary date. CONSULTANT shall provide weekly summaries (as requested by COUNTY) of observations and testing results at the end of week of inspection work performed, or as agreed upon with COUNTY.

CONSULTANT shall provide CONSULTANT staff labor, as identified above and as requested by COUNTY within agreed schedules and as based on Project construction schedules for the specific items of work.

Deliverables:

- Daily Field Reports of Observations, Corrective Actions, and Field Testing Results within one (1) calendar day of inspection work performed.
- Weekly summaries (as requested by COUNTY) of observations and testing results at the end of week of inspection work performed, or as agreed upon with COUNTY.
- Final Documentation of all Field Observations, Corrective Actions, and Testing Results within two (2) weeks of completing field observations and testing, or as Project construction schedules require and as agreed upon with COUNTY.

Optional Task B – Additional Lab Testing

CONSULTANT shall provide additional material testing services as described in Task 3.3 (above) and as an extension of the tests and tasks described therein and as requested by COUNTY. CONSULTANT's DBE subconsultant, Sierra Geotech, will serve as the Lab Consultant. This task item provides additional budget for additional testing and inspection needs associated with the Project in excess of Task 3.3 and as requested by COUNTY.

Deliverables:

- As Optional Task B is an extension of Task 3.3, refer to Task 3.3 (above) for deliverable details and schedule.

Optional Task C – Additional Surveying Services

CONSULTANT shall provide additional surveying services on an on-call basis as described in Task 3.2 (above). This Optional Task Item is an extension of the surveying support services performed by CONSULTANT and discussed in Task 3.2 (above). This task item provides additional budget for additional surveying support needs associated with the Project in excess of Task 3.2 and as requested by COUNTY.

Deliverables:

- As Optional Task C is an extension of Task 3.2, refer to Task 3.2 (above) for deliverable details and schedule.

Optional Task D – Additional Scheduling Services

CONSULTANT shall provide additional scheduling services as described in the "Scheduling" section of Task 2.2 (Technical Services, above). This Optional Task Item is an extension of the scheduling services performed by CONSULTANT and discussed in Task 2.2 (above). This task item provides additional budget for additional scheduling services needs associated with the Project in excess of Task 2.2 and as requested by COUNTY.

Deliverables:

- As Optional Task D is an extension of Task 2.2, refer to Task 2.2, “Scheduling” (above) for deliverable details and schedule.

Optional Task E – Additional Office Engineer (OE) Services

CONSULTANT shall provide OE services as described in Task 2.3 (above). This Optional Task Item is an extension of the OE services performed by CONSULTANT’s DBE subconsultant, Webster Engineering as discussed in Task 2.3 (above). This task item provides additional budget for additional OE services needed and associated with the Project in excess of Task 2.3 (above) and as requested by COUNTY.

Deliverables:

- As Optional Task E is an extension of Task 2.3, refer to Task 2.3 (above) for deliverable details and schedule.

TASK 5 – PROJECT CONTINGENCY SERVICES

COUNTY may require CONSULTANT to perform Project Contingency Services. Project Contingency Services may supplement, expand, or otherwise modify the Scope of Work or may include, but not be limited to, tasks that are deemed critical by COUNTY’s Contract Administrator. CONSULTANT shall not commence any work on Project Contingency Services prior to receiving a fully executed Work Order, as applicable, from COUNTY. The scope of Project Contingency Services shall be constrained to the budgets provided in Exhibit C.

GENERAL ASSUMPTIONS

The presence or duties of CONSULTANT's personnel at a construction site, including subconsultants, whether as onsite representatives or otherwise, do not make CONSULTANT or CONSULTANT's personnel in any way responsible for those duties that belong to COUNTY and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work.

CONSULTANT and CONSULTANT's personnel have no authority to exercise control over construction contractor, other entity, or their employees in connection with their work, however, if unsafe work practices are observed by CONSULTANT on the Project they must be reported and in cases work may be stopped to ensure worker and site safety. CONSULTANT must exercise sound judgment and consult with COUNTY personnel to stop work. Site and worker safety must be maintained at all times and is the responsibility of all Project personnel.

The presence of CONSULTANT's personnel at a construction site is for the purpose of providing to COUNTY a greater degree of confidence that the completed construction work will conform generally to the construction documents and that the integrity of the design concept as reflected in the construction documents has been implemented and preserved by the construction contractor(s). CONSULTANT neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.

Jacobs Engineering Group Inc.

Exhibit B

Rate Schedule

Classification	Hourly Rate
Principal Professional	\$215 - \$351
Senior Professional	\$155 - \$258
Project Professional	\$130 - \$199
Associate Professional	\$95 - \$164
Staff Professional	\$80 - \$123
Administrative/Office Support	\$48 - \$100

Notes:

Rates apply to various disciplines, including engineering, surveying, and inspection.

Rates based on four percent (4%) escalation per year.

Overtime rates are not shown and will follow state guidelines. Overtime work and compensation must be approved in advance by COUNTY'S Contract Administrator.

Jacobs Engineering Group Inc.
Exhibit C
Cost Estimate

<u>Item of Work</u>	<u>Description</u>	<u>Cost</u>
CONSULTANT:		
Task 1	Constructability Review	\$ 40,079.37
Task 2	Engineering Services	\$ 812,413.78
Task 3	Field Services	\$ <u>940,586.04</u>
	Task Total:	\$ 1,793,079.19
	Other Direct Costs, Travel, Mileage, Subsistence, Short-term, and Long-term Lodging	\$ 180,902.50
	CONSULTANT Subtotal:	\$ 1,973,981.69
Task 4	Optional Tasks	\$ 251,167.08
	Optional Tasks – Other Direct Costs, Travel, Mileage, Subsistence, Short-term, and Long- term Lodging	\$ <u>84,094.20</u>
	CONSULTANT Optional Tasks Subtotal:	\$ 335,261.28
	CONSULTANT Total:	\$ 2,309,242.97

Subconsultants:

Webster Engineering, Inc.

Task 2	Engineering Services	\$ 263,943.54
Task 4	Optional Tasks	\$ <u>131,971.77</u>
	Total:	\$ 395,915.31

Sierra Geotech DBE, Inc.

Task 3	Field Services	\$ 167,865.00
Task 4	Optional Tasks	\$ <u>167,865.00</u>
	Total:	\$ 335,730.00

Psomas

Task 4	Optional Tasks	\$ <u>265,666.17</u>
	Total:	\$ 265,666.17

Subconsultant Total: \$ 997,311.48

Task 5	Project Contingency Services	\$ 1,173,275.61
	Project Contingency – Other Direct Costs, Travel, Mileage, Subsistence, Short-term, and Long-term Lodging	\$ 84,094.20

Total Cost Estimate: \$ 4,563,924.26

All expenses and their distribution among Tasks are estimates only. This Exhibit represents the composition of the total not-to-exceed of this Agreement. In the performance of the Scope of Work to be provided with this budget, CONSULTANT, including subconsultants, may request to reallocate the expenses listed herein among the various Scope of Work tasks, Items of Work, Other Direct Costs, Optional Tasks, and Project Contingency Services, subject to COUNTY Contract Administrator's prior written approval. In no event shall the total not-to-exceed of this Agreement be exceeded.

Jacobs Engineering Group, Inc.

Exhibit D

INTEREST OF CONSULTANT DISCLOSURE STATEMENT

Disclosure of Conflicts

In accordance with ARTICLE XIII, Conflict of Interest, in the space provided below, and on supplemental sheets as necessary, (a) CONSULTANT shall disclose any financial, business or other relationship with COUNTY that may have an impact upon the outcome of this Agreement or any ensuing COUNTY construction project; and (b) CONSULTANT shall disclose current clients who may have a financial interest in the outcome of this Agreement or any ensuing COUNTY construction project.

Certification

The undersigned hereby certifies that, to the best of his or her knowledge and belief, no interest exists that is required to be disclosed in this Interest of Consultant Disclosure Statement, other than as disclosed above.

Signature

Name

Title

Company Name

Date

Jacobs Engineering Group Inc.

Exhibit E

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 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 For Material Change Only: year ____ quarter ____ date of last report _____
4. Name and Address of Reporting Entity	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:	
<input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known	Congressional District, if known	
Congressional District, if known	7. Federal Program Name/Description:	
6. Federal Department/Agency:	CFDA Number, if applicable _____	
8. Federal Action Number, if known:	9. Award Amount, if known:	
10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI)	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)	
(attach Continuation Sheet(s) if necessary)		
11. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. 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 _____	
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____		
14. 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 11:		
(attach Continuation Sheet(s) if necessary)		
15. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/>		
16. 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>Leslie Bonneau - esignature</u> Print Name: <u>Leslie Bonneau</u> Title: <u>Vice President</u> Telephone No.: <u>916.286.0209</u> Date: <u>5/21/2021</u>	
Federal Use Only:		
Authorized for Local Reproduction Standard Form - LLL		

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

INSTRUCTIONS FOR COMPLETION OF SF-LLL, 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 and/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 subawardee 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 influenced 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 the appropriate box(es). 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 the appropriate box(es). 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, 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.

Jacobs Engineering Group Inc.

Exhibit F

IRAN CONTRACTING ACT CERTIFICATION

(Public Contract Code Section 2200 *et seq.*)

As required by California Public Contract Code Section 2204, you certify subject to penalty for perjury that the option checked below relating to your status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 *et seq.*) is true and correct:

- You are not:
- (i) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
 - (ii) a financial institution that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

The Authority has exempted you from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the Authority will be unable to obtain the goods and/or services to be provided pursuant to the contract.

The amount of the contract payable to the you for the work does not exceed \$1,000,000.

Signed _____

Titled _____

Firm _____

Date _____

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the contract amount, termination of the contract and/or ineligibility to bid on public contracts for three years.