

**Jacobs Engineering Group Inc.**  
**Mount Murphy Road Bridge Emergency Repair**

**AGREEMENT FOR SERVICES #6066**

**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");

**R E C I T A L S**

**WHEREAS**, COUNTY has determined that it is necessary to obtain a CONSULTANT to assist its Department of Transportation, in inspecting the damage to the Mount Murphy Road Bridge and developing solutions for repairs to facilitate reopening the bridge as quickly as possible;

**WHEREAS**, CONSULTANT has represented to COUNTY that it is specially trained, experienced, expert, 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 be in conformity with all applicable state and local laws;

**WHEREAS**, COUNTY has determined that the provision of such services provided by CONSULTANT are in the public's best interest, and the nature of the work involves urgent or emergency services in accordance with El Dorado County Ordinance Code, Section 3.13.030(g), by El Dorado County Charter, Section 210(b)(6) and/or Government Code Section 31000;

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

**ARTICLE I**

**Scope of Work:** 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, and those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Work.

CONSULTANT agrees to furnish, at CONSULTANT'S own cost and expense, all personnel, equipment, tools, materials, and services necessary to perform the professional engineering services and tasks for the emergency repair of the Mount Murphy Road Bridge required under this Agreement, including those services and tasks that are identified in Exhibit A, and those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Work.

CONSULTANT shall perform the services and tasks required under this Agreement in a safe, professional, skillful, and workmanlike manner. CONSULTANT is responsible for ensuring that its employees, as well as any subcontractor/subconsultant if applicable, perform the services and tasks required under this Agreement accordingly.

Unless otherwise indicated, receipt of this executed Agreement is CONSULTANT'S Notice to Proceed with the work specified herein, with the exception of Task 5. A separate written Notice to Proceed will be issued for Task 5 if COUNTY determines this work is required.

This Agreement also includes Task 5 - Project Contingency, 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 may supplement or modify the Scope of Work as identified in Exhibit A, hereto.

The specific services for Task 5 - Project Contingency shall be determined at a meeting or telephone conference between CONSULTANT and COUNTY'S Contract Administrator, or designee, to discuss the needs, applicable standards, required deliverables, specific CONSULTANT staff and any necessary permits on a task-by-task basis. Within an agreed timeframe as determined by COUNTY'S Contract Administrator, following the meeting or telephone conference, CONSULTANT shall provide COUNTY'S Contract Administrator with a written scope of work, a schedule including a list of tasks with completion dates, a target completion date for the overall scope of work, and a not-to-exceed cost itemization to complete the work, which shall require written approval, authorization, and written notification to proceed from COUNTY'S Contract Administrator, prior to commencement of the work. No payment will be made for any Project Contingency performed prior to approval.

If a submittal or deliverable is required to be an electronic file, CONSULTANT shall produce the file using Microsoft (MS) Office applications (specifically, MS Word and MS Excel). Signed reports shall be submitted in Adobe portable document format (PDF). All deliverables shall be submitted in language, format, and design that are compatible with and completely transferable to COUNTY'S computer 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.

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 shall be responsible for the supervision, administration, and work performed by any subconsultants for services rendered under this Agreement. COUNTY shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to CONSULTANT or its employees, agents, associates, representatives, or subconsultants.

## **ARTICLE II**

**Term:** This Agreement shall become effective upon execution by both parties and shall be retroactive to cover services provided during the period of September 25, 2021 through December 31, 2021.

## **ARTICLE III**

**Compensation for Services:** For services provided herein, including any deliverables that may be identified herein, COUNTY agrees to pay CONSULTANT upon the satisfactory completion and COUNTY'S acceptance of work, in arrears. Payment shall be made within forty-five (45) days following COUNTY'S receipt and approval of itemized invoices identifying the 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 mileage and/or travel (i.e., overnight lodging, meals, parking, airfare, bridge tolls, and other per diem expenses) expenses for CONSULTANT and subconsultants, if applicable, shall not exceed the rates to be paid to COUNTY employees under the current Board of Supervisors Travel Policy at the time the mileage and/or travel expenses are incurred. There shall be no markups allowed on mileage and/or travel expenses for CONSULTANT and any subconsultants.

Other direct costs, including materials testing and other testing services, overnight delivery charges and costs associated with the purchase of data from outside data sources, shall be invoiced at CONSULTANT'S cost, without markup, for the services rendered. Any invoices that include direct costs shall be accompanied by documentation to substantiate CONSULTANT'S costs for the services being billed on those invoices.

For the purposes of budgeting the Tasks in Exhibit A, the billing amounts for each Task are identified in Exhibit C, marked "Cost Estimate," incorporated herein and made by reference a part hereof. 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, Direct Costs, and Project Contingency identified therein, including subconsultants, subject to COUNTY Contract Administrator's prior written approval. In no event shall the total not-to-exceed amount of the Agreement be exceeded.

The total amount of this Agreement shall not exceed \$81,229, inclusive of all costs, taxes, and expenses.

Itemized invoices shall follow the format specified by COUNTY and shall reference this Agreement number on their faces. CONSULTANT shall attach copies of any progress reports required under the provisions of ARTICLE V, Progress Reports, herein, that relate to the services being billed, as backup documentation to any invoices submitted for payment under the terms of this Agreement. Copies of documentation attached to invoices shall reflect CONSULTANT'S charges for the specific services billed on those invoices.

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.

In the event that CONSULTANT fails to deliver, in the format specified, the deliverables and progress reports required by this Agreement, COUNTY at its sole option may delay the payment for the period of time of the delay, cease all payments until such time as the required deliverables or progress reports are received, or proceed as set forth below in ARTICLE XVI, Default, Termination, and Cancellation, herein.

#### **ARTICLE IV**

**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 V**

**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, 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. CONSULTANT shall include in a progress report the total number of hours worked by CONSULTANT and any authorized subconsultants; a 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 VI**

**Ownership of Data:** Upon completion or earlier termination of all services under 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. If COUNTY desires to reuse any documents or other deliverables, including electronic media, pertaining to the project prepared by CONSULTANT, COUNTY may do so, but if such documents or other deliverables are reused by COUNTY for any purpose other than that for which such documents or deliverables were originally prepared, or if COUNTY causes such documents or deliverables to be altered without CONSULTANT'S written consent, such reuse shall be at COUNTY'S risk. Copies may be made for CONSULTANT'S records, but shall not be furnished to others without 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 VII**

**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* and *Caltrans Bridge Construction Records and Procedures (BCRP) Manual*, 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 requirements for project development and shall be made available to COUNTY for review and approval at the appropriate stages or upon request by COUNTY'S Contract Administrator.

## **ARTICLE VIII**

**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 IX**

**Changes to Agreement:** This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

## **ARTICLE X**

**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 XI**

**Confidentiality:** CONSULTANT and any subconsultants authorized under this Agreement shall maintain the confidentiality and privileged nature of all records, including billing records, 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 Transportation Department for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

## **ARTICLE XII**

**Assignment and Delegation:** 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 ARTICLE I, Scope of Work, for the particular tasks, work and deliverables pursuant to this Agreement. Said 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 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 XIII**

**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 subcontractors, 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 subcontractor 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 XIV**

**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 fiscal 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 may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

#### **ARTICLE XV**

**Audit by California State Auditor:** CONSULTANT acknowledges that if total compensation under this Agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code § 8546.7. In order to facilitate these potential examinations and audits, CONSULTANT shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the Agreement, all books, records, subconsultant records, and documentation necessary to demonstrate performance under the Agreement.

#### **ARTICLE XVI**

##### **Default, Termination, and Cancellation:**

- 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 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.

1. If COUNTY terminates this Agreement, in whole or in part, for default: 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 XXIII, Conflict of Interest.
- B. Bankruptcy: COUNTY may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of CONSULTANT.
- C. 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.
- D. Termination or Cancellation without Cause: COUNTY may terminate 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 Agreement. 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.

**ARTICLE XVII**

**Notice to Parties:** All notices to be given by the parties hereto shall be in writing and served by depositing 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.: Matt 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 Group Inc.  
2485 Natomas Park Drive, Suite 600  
Sacramento, California 95833

Attn.: Leslie Bonneau, Vice President

or to such other location as CONSULTANT directs.

**ARTICLE XVIII**

**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 XVII, 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 XIX**

**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 the 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 XX**

**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 limit of 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 approval of Risk Management 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 failure to comply with the reporting provisions of the policies shall not affect coverage provided to COUNTY, its officers, officials, employees, or volunteers.
- K. The insurance companies shall have no recourse against the County of El Dorado, its officers, and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- L. CONSULTANT's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
- M. 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.
- N. 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.
- O. Contractor shall ensure that all subcontractors 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 XXI**

**Force Majeure:** Neither party will be liable for any delay, failure to perform, or omission 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:

1. 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.
2. 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 XXII**

**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 XXIII**

**Conflict of Interest:** The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and the Political Reform Act of 1974 (Section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for CONSULTANT and performing work for COUNTY and who are considered to be CONSULTANT within the meaning of Title 2, California Code of Regulations, Section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with COUNTY'S Conflict of Interest Code. 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.

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 XVI, Default, Termination, or Cancellation.

## **ARTICLE XXIV**

### **Nondiscrimination:**

- A. COUNTY may require CONSULTANT's services on projects involving funding from various state and/or federal agencies, and as a consequence, CONSULTANT and its subconsultants, if any, shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: CONSULTANT and its employees, subconsultants, and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender identity, gender expression, sexual orientation, or sex; CONSULTANT shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 11000 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Subchapter 5 of Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. CONSULTANT and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, CONSULTANT shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. CONSULTANT's signature executing this Agreement shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Sections 12990 and Title 2, California Code of Regulations, Section 11102.

## **ARTICLE XXV**

**California Residency (Form 590):** If CONSULTANT is a California resident, CONSULTANT must file a State of California Form 590, certifying its California residency

or, in the case of a limited liability company or corporation, certifying that it has 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 XXVI**

**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 XXVII**

**CONSULTANT's Project Manager:** CONSULTANT designates Leslie Bonneau, Vice President, 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 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 XXVIII**

**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 XXIX**

**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 XXX**

**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 XXXI**

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

#### **ARTICLE XXXII**

**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 XXXIII**

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

#### **ARTICLE XXXIV**

**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 XXXV**

**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 XXXVI**

**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: \_\_\_\_\_

By: \_\_\_\_\_  
Michael Tyler  
Corporate Secretary

Dated: \_\_\_\_\_

# Jacobs Engineering Group Inc.

## Exhibit A

### Scope of Work

#### **Project Description**

On September 25, 2021, Mount Murphy Road Bridge over the South Fork American River in Coloma was closed due to severe structural damage caused by a reckless driver running into one of the main columns of the bridge at an excessive rate of speed, significantly deforming a tension bar. CONSULTANT, who is currently assisting with the Mount Murphy Road Bridge Replacement Project, Capital Improvement Program number 77129/36105029, shall inspect the damage and develop solutions for repair to re-open the bridge as soon as possible.

#### **Task 1: Project Management**

CONSULTANT'S Project Manager will serve as the COUNTY'S primary point of contact, provide coordination and leadership of CONSULTANT staff and subconsultants, keep parties informed and directed, and manage scope, schedule, and budget throughout the project.

##### **Deliverables:**

- Progress reports and invoices as required
- General correspondence as needed

#### **Task 2: Testing/Reports**

CONSULTANT shall attend two (2) site meetings with the COUNTY to inspect and test the connections damaged on the bridge. Testing will be performed by subconsultant and will consist of exploratory visual and non-destructive magnetic particle testing of damaged areas for fracture indications. If needed, ultrasonic inspection of any suspect weldments will be carried out. A Certified Field Representative (CFR) shall be provided onsite for immediate repair assessment.

CONSULTANT shall take field measurements needed for design of retrofit and will coordinate with COUNTY maintenance staff in the field to develop a design with goal of installation simplicity.

##### **Deliverables:**

- One (1) Non-destructive testing inspection report

**Assumptions:**

Removal of paint for testing is assumed to be completed by COUNTY staff. All areas to be tested will need to be bare steel.

**Task 3: Analysis/Design**

CONSULTANT shall prepare design calculations and construction details to repair the damaged diagonal. A check of the calculations and details will be prepared by an independent licensed engineer. Initial unchecked details will be provided while the design check is underway to facilitate discussions with fabricators and COUNTY installation staff. It is intended that the detail developed will have at least the same strength as the existing diagonal member with consideration of a tensioning device to balance the load between the two (2) diagonals that make up the member. The design will not include analysis of the truss to determine forces in the existing truss members.

Both unchecked and final details will be hand sketches. The unchecked detail will not be stamped, but the final details will include a California Professional Engineer's stamp.

**Deliverables:**

- One (1) Unchecked hand sketch of construction details
- One (1) Final hand sketch of construction details including a California Professional Engineer's Stamp
- One (1) Design calculations including a California Professional Engineer's Stamp

**Task 4: Services During Construction**

CONSULTANT shall provide for the Engineer of Record to be on site during installation of the bridge repairs. CONSULTANT shall also respond to Requests for Information (RFI's) during the fabrication process as needed.

**Deliverables:**

- Installation photos and field notes from Engineer of Record as needed
- Written responses to RFI's by email as needed

**Task 5: Project Contingency**

COUNTY may request CONSULTANT to provide services on as needed basis for monitoring the performance of the repaired truss, and/or additional engineering analysis of the truss structure performance to include loading and capacity. Monitoring support and/or additional engineering analysis shall be provided on an as-needed basis up to the budgeted amount. As part of this task, a monitoring plan and/or additional engineering analysis scope would need to be developed and approved by the COUNTY prior to commencing work, including a Notice to Proceed.

**Jacobs Engineering Group Inc.**

**Exhibit B**

**Rate Schedule**

<b><u>Classification</u></b>	<b><u>Hourly Rate</u></b>
Project Manager	\$275
Design	\$351
Independent Check	\$155
Structures Lead	\$138
Quality Control	\$257

**Jacobs Engineering Group Inc.  
Exhibit C  
Cost Estimate**

<u>Item of Work</u>	<u>Description</u>	<u>Cost</u>
Consultant:		
Task 1	Project Management	\$ 5,491
Task 2	Testing/Reports	\$ 2,213
Task 3	Analysis/Design	\$ 11,118
Task 4	Services During Construction	\$ 2,213
	Other Direct Costs, including travel expenses and materials testing and/or other testing services	\$ 2,600.00
	<b>Consultant Subtotal:</b>	<b>\$ 23,635</b>
Subconsultants:		
International Inspection-		
Task 2	Testing/Reports	\$ 3,000
Agile 1-		
Task 2	Testing/Reports	\$ 5,619
Task 3	Analysis/Design	\$ 22,475
	Other Direct Costs	\$ 1,500
	<b>Subconsultant Subtotal:</b>	<b>\$ 32,594</b>
Task 5	Project Contingency	\$ 25,000
	<b>Cost Estimate Total:</b>	<b>\$ 81,229</b>

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