

## Jacobs Engineering Group Inc.

### THIRD AMENDMENT TO AGREEMENT FOR SERVICES #238-S1611

**THIS THIRD AMENDMENT** to that Agreement for Services #238-S1611 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 CH2M Hill, Inc., a Delaware corporation duly qualified to conduct business in the State of California, whose principal place of business is 1999 Bryan Street, Suite 1200, Dallas, Texas 75201 and whose local address is 2485 Natomas Park Drive, Suite 600, Sacramento, California 95833 (hereinafter referred to as "CONSULTANT");

#### RECITALS

**WHEREAS**, CONSULTANT has been engaged by COUNTY to provide environmental, structural, and engineering services for the Mount Murphy Road at South Fork American River – Bridge Replacement Project pursuant to Agreement for Services #238-S1611, dated June 14, 2016, First Amendment to Agreement for Services #238-S1611, dated May 14, 2019, and Second Amendment to Agreement for Services #238-S1611, dated May 18, 2021 incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

**WHEREAS**, CH2M Hill, Inc. was acquired by Jacobs Engineering Group Inc. in December 2017;

**WHEREAS, ARTICLE X, Subcontracting**, of the Agreement prohibits CH2M Hill, Inc. from subcontracting, delegating, or assigning services to be provided, in whole or in part, to any other person or entity without prior written consent of COUNTY;

**WHEREAS**, by operation of this acquisition, Jacobs Engineering Group Inc. shall assume all of CH2M Hill, Inc.'s duties, responsibilities, and obligations, including insurance and indemnity obligations, for project delivery support services under the terms and conditions of the Agreement, including, but not limited to, any liabilities or obligations for consulting services prior to the effective date of the acquisition;

**WHEREAS**, CH2M Hill, Inc. executed an assignment agreement granting, assigning, transferring, conveying, delivering, delegating, and setting over unto Jacobs Engineering Group Inc. all of CH2M Hill, Inc.'s rights, title, interest, duties, obligations, and liabilities in, to, and under this Agreement. CH2M Hill Inc.'s assignment agreement is incorporated herein as Exhibit H, marked "Assignment, Assumption, and Consent Agreement," effective as of the last signatory date contained on Exhibit H;

**WHEREAS**, CH2M Hill, Inc. has requested that COUNTY accept work under the Agreement and assign all of its rights, obligations, and liabilities to Jacobs Engineering Group Inc.;

**WHEREAS**, Jacobs Engineering Group Inc. acknowledges and agrees that all existing indemnity obligations shall remain in full force and effect for the duration of this Agreement, and as thereafter required by the Agreement;

**WHEREAS**, the parties hereto desire to amend the Agreement to change all references from CH2M Hill, Inc. to Jacobs Engineering Group Inc.;

**WHEREAS**, COUNTY will accept this Third Amendment to Agreement for Services #238-S1611 on condition that Jacobs Engineering Group Inc. assumes and fulfills the terms and conditions of this Third Amendment and the Agreement;

**WHEREAS**, the parties hereto desire to amend the Agreement to add additional services to the scope of work, amending **ARTICLE I, Scope of Work**, and adding **Exhibit A-1, Additional Scope of Work**;

**WHEREAS**, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$1,167,325, amending **ARTICLE II, Compensation for Services**, and adding **Amended Exhibit B, Amended Rate Schedule**, and adding **Exhibit C-1, Additional Cost Estimate**;

**WHEREAS**, the parties hereto desire to amend the Agreement to extend the expiration date for three (3) additional years, to June 13, 2026, amending **ARTICLE IV, Performance Period**;

**WHEREAS**, the parties hereto desire to amend the Agreement to update the fixed fee amount of the Agreement to \$103,344.50, amending **ARTICLE V, Allowable Costs and Payments**;

**WHEREAS**, the parties hereto desire to amend the Agreement to update the notice recipients and addresses, amending **ARTICLE XXIX, Notice to Parties**;

**WHEREAS**, the parties hereto desire to fully-replace specific Articles to include contract provisions required by the use of federal grant funds;

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, COUNTY and CONSULTANT mutually agree to amend the terms of the Agreement in this Third Amendment to Agreement for Services #238-S1611 on the following terms and conditions:

- I. The parties agree that by operation of the acquisition described above, Jacobs Engineering Group Inc. assumes all duties and obligations under this Agreement, including, but not limited to, any liabilities or obligations, including insurance and indemnity obligations, for services performed by CH2M Hill, Inc. prior to the effective date of the acquisition, and Jacobs Engineering Group Inc. is responsible for performing the work and services in accordance with all the terms and

conditions of this Agreement and Exhibit H, marked "Assignment, Assumption, and Consent Agreement," has been incorporated herein and made by reference a part hereof to the Agreement.

- II. All references to CH2M Hill, Inc., Incorporated throughout the Agreement shall read Jacobs Engineering Group Inc.
- III. **Exhibit A, Scope of Work**, is amended to include **Exhibit A-1, Additional Scope of Work**, attached hereto and incorporated herein by reference. All references to Exhibit A throughout the Agreement shall read Exhibit A and Exhibit A-1.
- IV. **Exhibit C, Cost Estimate**, is amended to include **Exhibit C-1, Additional Cost Estimate**, attached hereto and incorporated herein by reference. All references to Exhibit C throughout the Agreement shall read Exhibit C and Exhibit C-1.
- V. **ARTICLE II, Compensation for Services**, of the Agreement is amended in its entirety to read as follows:

## **ARTICLE II**

**Compensation for Services:** For services provided herein, including all of the deliverables described in Exhibit A, Exhibit A-1, and in individual Task Orders and 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, for the period beginning with the effective date of this Agreement and continuing until the day before the effective date of this Third Amendment to the Agreement, the billing rates shall be in accordance with Exhibit B, marked "Rate Schedule," incorporated herein and made by reference a part hereof.

For the period beginning with the effective date of this Third Amendment and continuing through the remaining term of the Agreement, the billing rates shall be in accordance with Amended Exhibit B, marked "Amended Rate Schedule," incorporated herein and made by reference a part hereof.

Other direct costs including special reproductions, delivery charges, and other outside services authorized herein, shall be invoiced at CONSULTANT's 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.

Travel costs (i.e., overnight lodging, meals, parking, airfare, bridge tolls and other per diem expenses) will not be reimbursed as a direct cost for any services

performed under this Agreement by CONSULTANT or by any authorized subconsultants. The total amount payable by COUNTY for an individual Task Order or Work Order shall not exceed the amount agreed to in the Task Order or Work Order, unless COUNTY's Contract Administrator and CONSULTANT amend the Task Order or Work Order.

For the purposes of budgeting the Tasks in Exhibit A and Exhibit A-1, the billing amounts for each Task are identified in Exhibit C, marked "Cost Estimate," and Exhibit C-1, marked "Additional Cost Estimate," both 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 amounts listed in Exhibit C, Cost Estimate and Exhibit C-1, Additional Cost Estimate, among the various Scope of Work tasks and items of work, Other Direct Costs, and Optional Tasks/Contingency Work identified therein including reallocating such expenses between subconsultants identified herein, subject to COUNTY's Contract Administrator's written approval.

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.

**VI. ARTICLE IV, Performance Period,** of the Agreement is amended in its entirety to read as follows:

**ARTICLE IV  
Performance Period:**

- 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 on June 13, 2026, as amended, unless extended by contract amendment.
- B. CONSULTANT is advised that any recommendation for contract award is not binding on COUNTY until the Agreement is fully executed and approved by COUNTY.

**VII. ARTICLE V, Allowable Costs and Payments,** paragraphs C and I are amended to read as follows:

- C. In addition to the allowable incurred costs, COUNTY will pay CONSULTANT a fixed fee of \$103,344.50. The fixed fee is nonadjustable for the term of the Agreement, except in the event of a significant change in the scope of work and such adjustment is made by Agreement amendment.

I. The total amount payable by COUNTY including the fixed fee shall not exceed \$3,035,000.99, as amended.

VIII. **ARTICLE XXIX, Notice to Parties**, of the Agreement is amended in its entirety to read as follows:

**ARTICLE XXIX**

**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.: Matthew D. Smeltzer, P.E.  
Deputy Director, Engineering  
Fairlane Engineering Division

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  
Client Account Manager

or to such other location as CONSULTANT directs.

IX. **The following article is replaced in its entirety:**

**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 C, 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.

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), CONSULTANT shall complete and sign the attached Exhibit G, marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by CONSULTANT, if any, to any officer of COUNTY.

**X. The following articles are added to the Agreement:**

**ARTICLE LXVI**

**Electronic Signatures:** Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

**ARTICLE LXVII**

**Title Vi Assurances:**

**APPENDICES A - E of the TITLE VI ASSURANCES**

[The U.S. Department of Transportation Order No.1050.2A requires all federal-aid Department of Transportation contracts between an agency and a consultant to contain Appendices A and E of the Title VI Assurances. Include Appendices B, C, and D if applicable as shown below. In addition, the consultant must include the Title VI Assurances Appendices A and E, and if applicable Appendices B, C, and D in all subcontracts to perform work under the contract.

The clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a LOCAL AGENCY. The clauses set forth in Appendix C and Appendix D of this Assurance shall be included as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the LOCAL AGENCY with other parties: a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.]

**APPENDIX A**

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONSULTANT) agrees as follows:

a. Compliance with Regulations: CONSULTANT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

b. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

d. Information and Reports: CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate and shall set forth what efforts CONSULTANT has made to obtain the information.

e. Sanctions for Noncompliance: In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

i. withholding of payments to CONSULTANT under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

ii. cancellation, termination or suspension of the Agreement, in whole or in part.

f. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives



issued pursuant thereto.

CONSULTANT shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONSULTANT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONSULTANT may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

## APPENDIX B CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4: NOW THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

### (HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]\* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in

the event of breach of any of the above mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].\* (\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

#### APPENDIX C CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations(as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.\*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above-described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

#### APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED  
UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
  
- B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.\*
  
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

APPENDIX E

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") agrees to comply with the following nondiscrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;

- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Except as herein amended, all other parts and sections of Agreement for Services #238-S1611 shall remain unchanged and in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this Third Amendment to Agreement for Services #238-S1611 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: \_\_\_\_\_ Dated: \_\_\_\_\_  
Deputy Clerk

**-- JACOBS ENGINEERING GROUP INC. --**

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

Leslie Bonneau  
Client Account Manager  
"CONSULTANT"

# Jacobs Engineering Group Inc.

## Exhibit A-1

### Additional Scope of Work

#### Project Description

This scope of work outlines the key tasks and subtasks that are critical to the successful development of the Environmental Permitting, Final Design, and Construction Support services for the Mount Murphy Road at South Fork American River - Bridge Replacement Project (Project). This scope for Phase 3 of the Project is organized into the following four tasks:

#### Phase 3 Items of Work Include:

- Item of Work 1 - Project Management
- Item of Work 2 - Environmental Permitting and Documentation
- Item of Work 3 - Final Design - Geotechnical and Bridge
- Optional Services

For budgeting purposes, the project is split into five deliverable categories:

- 35% Submittal
- 65% Submittal
- 95% Submittal
- 100% Submittal
- Optional Services

COUNTY's Contract Administrator will issue a Notice to Proceed for each Item of Work. COUNTY's Contract Administrator will issue a separate Notice to Proceed for each Optional Service.

#### Item of Work 1 - Project Management

Project Management hours are spread amongst the five deliverable categories (35%, 65%, 95%, 100%, Optional Services).

#### *Item of Work 1.1 - Project Management, Schedule, Invoices and Quality*

CONSULTANT shall prepare a Project Management Plan (PMP) that shall facilitate project management and coordination during Final Design. This plan shall consist of monitoring the design conformance to El Dorado County Department of Transportation (COUNTY) guidelines (and California Department of Transportation [Caltrans] where appropriate), ensuring quality control (QC), maintaining Project files, and developing a Project schedule. The schedule shall be updated monthly to reflect progress on the

deliverables. The execution of a QC plan shall be assigned to this task. This task also includes management of subconsultant contracts and invoicing. CONSULTANT shall prepare a monthly invoice to be included as part of this task.

CONSULTANT shall prepare a status report for COUNTY's Project Manager once a month. The status report shall be included with the monthly invoice and shall describe the work accomplished during the reporting period, summary of meetings held, and discussion of understanding issues and action items. These reports shall also include any concerns or significant issues, and recommendations for additions. The status reports shall correspond to the accounting cycles used for the preparation of invoices to facilitate Project oversight.

CONSULTANT shall manage subconsultant activity, contract administration, and monthly reporting. Frequent meetings and/or conference calls with the COUNTY shall be required on an on-going basis to make decisions about scope, Project direction/approach, schedule, and management of stakeholders. The time for this Project management is assumed within this task.

***Assumptions:***

- Assume approximately forty-three (43) months from NTP (this includes project management for design, environmental permitting support, and historical documentation. Services during construction and environmental compliance/environmental restoration are covered separately).

***Deliverables:***

- PMP, schedule development and updates, invoices(s), and quality control reviews.
- One (1) monthly status report to the COUNTY with each monthly invoice.
- On-going Project management and administration of Team and Project direction.

***Item of Work 1.2 – Project Meetings***

CONSULTANT shall facilitate bi-monthly Project Delivery Team (PDT) meetings during the Final Design phase of the Project. Twelve (12) meetings have been assumed. Each meeting shall have an agenda and a meeting summary to document the discussion, decisions, and action items for all members of the PDT. These meetings shall typically be held via conference calls, up to four (4) meetings may be held in person at the COUNTY Placerville Building C office. The PDT shall monitor Project progress, identify and solve problems, provide input for the work effort, advise the Project manager in directing the course of work oversight, participate in major meetings/hearings, and provide recommendations that shall lead to Project implementation. The PDT shall consist of a group of key interdisciplinary Project Team members from the COUNTY, applicable CONSULTANT team members, Caltrans Local Assistance representative, El Dorado County Transportation Commission (EDCTC), California Department of Parks and Recreation (State Parks), and others as required.

CONSULTANT shall coordinate, attend, and document a Project PDT kick-off meeting. This shall include a discussion of COUNTY coordination, purpose and need refinement, available traffic data, potential additional alternatives, and public involvement.

CONSULTANT shall hold two (2) each one-hour meetings per month. These meetings shall keep the disciplines coordinated and ensure that all Team members are receiving the most current communication about the Project from the CONSULTANT's Project Manager. These meetings shall be documented with an email summarizing decisions and action items for all Team members.

***Assumptions:***

- Assume approximately twenty-four (24) months from NTP.

***Deliverables:***

- Meeting agenda and summary for twelve (12) PDT meetings.
- Email documentation of forty-eight (48) internal Team meetings.

***Item of Work 1.3 - Kick-Off Meeting***

Following an issued Notice to Proceed, the CONSULTANT shall conduct a Project kick-off meeting with the COUNTY and agency stakeholders. Team organization, design schedule, Project goals, critical activities, data needs, and Project deliverables for the Final Design & Environmental Permitting shall be discussed and documented. A key goal of the meeting shall be to solicit Team member feedback on the planned project approach and obtain COUNTY endorsement on the details of the work plan. Subconsultant, SWCA, shall attend the Project kick-off meeting.

***Meetings:***

- One (1) kick-off meeting with the COUNTY, EDCTC, State Parks, Caltrans representatives, CONSULTANT and its subconsultants.

***Deliverables:***

- Meeting agenda, meeting materials, and meeting summaries.

***Duration:***

- The planning and execution of this task shall be approximately twenty-one (21) days from NTP.
- Meeting agenda shall be submitted no later than twenty-four (24) hours prior to the kick-off meeting.
- Meeting summary shall be submitted within one (1) week following the kick-off meeting.



### ***Item of Work 1.4 - Public Involvement***

CONSULTANT shall attend up to two (2) public meetings put on and lead by the COUNTY. These meetings will provide project updates and there will be no design workshops. CONSULTANT shall support the COUNTY in production of presentation material and mailings/postings for these meetings.

### ***Item of Work 2 - Environmental Permitting and Documentation***

Environmental Permitting and Documentation hours are entirely accounted for in the 35% deliverable category.

### ***Item of Work 2.1 - HAER Project Kickoff Meeting***

A kickoff meeting will be held to define roles/responsibilities, discuss project background/history, and finalize the schedule and expected deliverables, including photographs of the bridge.

#### ***Assumptions:***

- The meeting will include CONSULTANT Project Manager and Architectural Historian(s), Caltrans Project Professionally Qualified Staff (PQS) for Architectural History, COUNTY Project Manager, the project reviewer from the State Parks Office of Historic Preservation (OHP), and the Cultural Resources Specialist for State Parks Cultural Resources Program.

### ***Item of Work 2.2 - Existing Materials Review and Research for HAER Document***

CONSULTANT's architectural historians shall review and compile the existing materials and conduct any needed desktop and archival research that might include primary and secondary sources from various federal, state, and local repositories to meet the narrative requirements of a Historic American Engineering Record (HAER). Reviewed materials and research will focus on the bridge's design, construction, and its historical significance as a contributor to the National Register of Historic Places (National Register), National Historic Landmark (NHL) historic district—Coloma Historic District, and as an individually National Register-eligible structure. Materials such as maps, as-built drawings, engineering plans, contracts, and historic photographs will be incorporated. This research will build on the existing research conducted for the Section 106 of the National Historic Preservation Act process and the previously developed historic context in the Historic Resources Evaluation Report (HRER) (Mikesell and Waechter 2019). Any facilities not publicly accessible because of COVID-19 or other constraints will be noted in the HAER.

#### ***Assumptions:***

- COUNTY and Caltrans will provide all relevant documents and research related to the Section 106 process.
- Existing historic contexts and significance information from the HRER will be used in the narrative section of the HAER.
- Caltrans will supply any existing information pertaining to the bridge that is in its possession.

- COUNTY will supply any engineering plans or drawings of the bridge in a format that can be incorporated into the HAER according to the National Park Service's (NPS) Historic American Engineering Record Guidelines for Historical Reports (2008, updated December 2017) (contact information updated December 2021).
- State Parks will provide access to their archival materials pertinent to the bridge and (as appropriate) the historic district.

***Item of Work 2.3 - Bridge Site Visit and HAER Photography***

As part of the HAER, CONSULTANT's photographer shall photograph the Mt. Murphy Road Bridge in accordance with National Park Service's (NPS) Heritage Documentation Program HABS/HAER/HALS Photography Guidelines November 2011, Updated June 2015. Views will include the setting and context, details of the character-defining features of the bridge, the deck, abutments, and approaches.

***Assumptions:***

- Photographs will meet the requirements of a Level II HAER for large format photography.
- Access will be provided to conduct the site visit/photography over the course of two (2) days.
- No more than fifteen (15) photographs of the bridge and its character-defining features will be taken. No more than five (5) photographs of the surrounding views and historic district will be taken.
- Contributing and non-contributing resources to the Coloma Historic District will not be photographed.
- COUNTY will produce high-resolution scanned copies of the as-built plans for insertion into the HAER report. The photographer will not produce copy-negs of the plan sheets.

***Item of Work 2.4 - HAER Document***

CONSULTANT's architectural historian who meets the Secretary of the Interior's Professional Qualification Standards in history and architectural history shall prepare draft HAER based on the NPS' Historic American Engineering Record Guidelines for Historical Reports (2008, updated December 2017) (contact information updated December 2021) using the Outline Format for Engineering Structures.

CONSULTANT shall submit draft HAER to the signatories and invited signatories of the executed MOA for review and comment. After review and comment period, CONSULTANT shall revise the draft HAER based on the reviewing agency's comments. If there are conflicting comments from the reviewing agencies, CONSULTANT shall make edits based on the direction of the COUNTY.

Hard copies of the HAER and the accompanying photographs will be prepared in compliance with NPS' Preparing HABS/HAER/HALS Documentation for Transmittal (Updated November 2021). The final HAER and photographs will be burned onto an

archival disk and submitted to the signatories of the MOA.

**Assumptions:**

- A Level II HAER will be prepared.
- The draft will be submitted electronically in a Microsoft Word document for the executed MOA's signatories and invited signatories' review and comment.
- There will be one (1) round of comprehensive comments from executed MOA's signatories and invited signatories of the draft HAER. The reviewing agencies will have thirty (30) days to review and comment. Comments received after the thirty (30) days will not be considered.
- Reviewing agencies will submit comments in a Microsoft Word document with all comments shown in Track Changes. After the comments are incorporated the HAER will be considered final, and no further edits will be made.
- Caltrans will provide the HAER number supplied by NPS.
- CONSULTANT will not contact NPS or submit documentation to NPS.
- COUNTY will deliver archival, digital library-quality copies of the HAER and photographs to the repositories listed in Stipulation II.B.3 of the executed MOA.
- If necessary, no more than one (1) meeting will be needed to discuss comments.

**Deliverables:**

- Draft HAER (Microsoft Word format).
- Final HAER (six [6] hard copies on archival paper).
- Final HAER and Photos (six [6] archival disks).

**Item of Work 2.5 - Revision of National Register Nomination for Coloma Historic District:**

A revised/amended nomination for the Coloma Historic District will be prepared to reframe the nomination in accordance with modern standards, reclassify resources as contributors or non-contributors, including historical archaeological resources, and provide the historic district's boundaries as identified in the HRER (Mikesell and Waechter 2019). CONSULTANT shall assist the COUNTY, using the information and materials resulting from the HAER recordation efforts and previous HRER document (Mikesell and Waechter 2019), to complete the revisions. CONSULTANT cultural staff shall work with COUNTY and State Parks, with oversight from Caltrans, to review the HRER and HAER materials and will update the 1970 nomination based on more recently collected information, photographs, and any appropriate existing materials. Completion of this optional task will result in the delivery of an amended National Register nomination (NPS Form 10-900) completed according to National Register Bulletin: How to Complete the National Register of Registration Form (NPS 1997) and National Register Photo Policy Fact Sheet updated 5/15/2013.

**Assumptions:**

- A final HAER document will be completed prior to commencement of this task.
- Only digital copies of the National Register amended nomination and photographs will be provided.
- There will be one (1) round of comprehensive comments from signatories, interested parties, and State Historic Preservation Office (SHPO).
- Reviewing agencies will submit comments in a Microsoft Word document with all comments shown in Track Changes. Any conflicting comments will be resolved between the reviewing agencies and changes will be made at the direction of the COUNTY.
- If necessary, there will be one (1) meeting to kick off the work and one (1) meeting to discuss and/or resolve comments on the nomination.
- After comments are incorporated the amended nomination will be considered a final draft and approved nomination.
- State Parks will submit the final draft amended nomination to SHPO in accordance with Checklist for Submission: National Register of Historic Places Nomination Packet (OHP revised February 15, 2022).
- It will be at the discretion of OHP Registration Unit reviewers to determine when the amended nomination is scheduled for hearing before the State Historical Resources Commission (SHRC).
- CONSULTANT cultural resource staff will not attend the SHRC meeting when the amended nomination is scheduled for hearing.
- Any edits/revisions requested by the SHRC will be made by State Parks staff.
- No more than three (3) digital photographs of each contributing resource will be required. No more than one (1) digital photograph of non-contributing resources will be required. No interior photographs will be necessary. Approximately nine (9) photographs of general context (setting, landscaping) will be taken.

**Deliverables:**

- National Register Nomination (NPS Form 10-900) (Microsoft Word)
- Digital copies of digital photographs used in the Nomination Form.

**Item of Work 2.6 - Environmental Permitting Support**

CONSULTANT shall work with COUNTY to provide permitting review and support of the COUNTY permitting effort. The following permits are anticipated to be needed:

- Clean Water Act Section 404 Nationwide Permit from the US Army Corps of Engineers
- Clean Water Act Section 401 Water Quality Certification from the Central Valley Regional Water Quality Control Board

- Fish and Game Code Section 1602 Lake and Streambed Alteration Agreement from the California Department of Fish and Wildlife

Upon COUNTY completion of the draft permit application documents, CONSULTANT shall review the applications and provide recommendations, after which COUNTY will make final revisions to the applications. CONSULTANT shall also perform an independent QA/QC review of the final applications prior to COUNTY submittal of the applications to the regulatory agencies. CONSULTANT shall also provide review and recommendations on COUNTY response to regulatory agency comments, as required. CONSULTANT shall attend up to two (2) each one-hour review meetings per permit application over video conference. In addition, CONSULTANT shall provide up to twenty (20) hours of as-needed consultation on the permitting process.

***Assumptions:***

- Based on the Natural Environment Study findings, no federal or state Endangered Species Act consultations are assumed to be needed.
- COUNTY and Caltrans will provide all relevant documents and biological analysis related to the environmental permitting process.
- COUNTY and Caltrans will supply any existing information pertaining to the bridge that is in its possession.
- Review of permit application deliverables assumes COUNTY will provide one draft permit application and one final permit application, with CONSULTANT providing one round of review on each.
- Up to twenty (20) hours of as-needed consultation on the permitting process will be limited to topics related to environmental permitting.
- Up to two (2) each one-hour review meetings per permit application over video conference.

***Deliverables:***

- Independent QA/QC review of both draft and final versions of COUNTY permit applications (Microsoft Word) for the following permit applications:
  - Clean Water Act Section 404 Nationwide Permit from the US Army Corps of Engineers
  - Clean Water Act Section 401 Water Quality Certification from the Central Valley Regional Water Quality Control Board
  - Fish and Game Code Section 1602 Lake and Streambed Alteration Agreement from the California Department of Fish and Wildlife

**Item of Work 3 - Final Design**

This item of work involves preparing 35%, 65%, 95%, and Final Plans, Specifications, and Estimate (PS&E) design submittals. This scope of work is based on the approximate sheet count listed below. Final Design hours are spread amongst four of the five deliverable categories (35%, 65%, 95%, 100%).

### ***Item of Work 3.1 – Geotechnical Engineering***

#### **Geotechnical Evaluation:**

CONSULTANT shall use the findings from prior subsurface explorations to complete final design geotechnical analysis including:

- Axial and lateral resistance calculations for the final selected pile size and configuration.
- Perform global stability analysis.
- Provide recommended notes and specifications.

CONSULTANT shall also perform field vibration testing to assess background vibrations and vibration attenuation at the site. The findings of the field vibration testing will be used to develop recommended vibration limits and construction specifications.

#### **Foundation Report:**

CONSULTANT will use the Preliminary Foundation Report and the analyses discussed above to prepare a Final Foundation Report to include:

- Summary of project geotechnical explorations and laboratory testing.
- Detailed foundation recommendations, including pile and spread footing data tables.
- Recommendations for pavement design.
- Recommended plan sheet notes and specification requirements for geotechnical issues.
- Findings and recommendations from the vibration study.

CONSULTANT shall develop responses to review comments on a draft report and make necessary revisions in a final copy.

#### ***Assumptions:***

- Vibration testing will occur as part of 35% Design.
- COUNTY will provide construction equipment, an equipment operator, right-of-entry coordination, and traffic control as appropriate for vibration studies. A vibratory roller-compactor and excavator are assumed for equipment.
- Draft Final Foundation Report will be submitted with 65% Design.
- Final Foundation Report will be submitted with 95% Design.
- One round of review comments on the Draft Final Foundation Report is assumed.

#### ***Deliverables:***

- Draft Final Foundation Report (Adobe PDF File)
- Final Foundation Report (Adobe PDF File)

### ***Item of Work 3.2a - Preparation of 35% Submittal***

The task includes developing bridge to approximately 35% design.

#### Design Criteria Memorandum:

CONSULTANT shall work with COUNTY to develop a Design Criteria Memorandum prior to starting 35% design. The memorandum shall document bridge geometry, bridge rail type, design code(s), references, and overall aesthetics that will be carried through design. The Memorandum will also identify any design exceptions needed.

#### Engineering Analysis:

This task shall commence immediately as the Type Selection Report is already approved by Caltrans. This task includes work required to develop the bridge design to 35% design level for environmental approval, permitting and final design.

#### 35 Percent Plans, Estimate and Submittal:

This task involves developing the bridge plans to a 35% level of completion. A preliminary contract item list will be prepared, as well as an updated estimate. An independent QA/QC review of the 35% plans will be completed. Interdiscipline review (IDR) will also be included as part of this task. COUNTY will review CONSULTANT plans and estimate while CONSULTANT reviews COUNTY plans and estimate for work outside of the bridge. Appropriate revisions will be made based on QA/QC and IDR comments. There will be one review meeting at the COUNTY Placerville Building C office.

#### Bridge Design and Detailing:

Bridge design in support of the environmental process will be in accordance with Caltrans Bridge Design Specifications and applicable sections of the Caltrans Bridge Memo to Designers and Bridge Design Aids manuals. The design will meet COUNTY, Caltrans and Federal Highway Administration (FHWA) standards in effect as of the date of Notice to Proceed. Seismic design will be performed in accordance Caltrans Seismic Design Criteria Version 1.7.

Detailing of plans will be in accordance with Caltrans Bridge Design Details Manual. Both the design and detailing will be based on the use of the latest COUNTY Standards and 2018 Caltrans Standard Plans and Standard Specifications.

#### ***Assumptions:***

- Plans will include sheets 1-2, 4-7, 12-13, 18-23, and 32-37 (see Item of Work 8.4).

#### ***Deliverables:***

- Design Criteria Memorandum (PDF)
- 35 Percent Bridge Design Plans and Estimate (PDF)

### ***Item of Work 3.2b - Preparation of 65 Percent Plans and Estimate***

The task includes developing bridge to 65% design level.

### Engineering Analysis:

This task includes work required to develop the bridge design to 65% design.

### 65 Percent Plans, Estimate and Submittal:

This task involves developing the bridge plans to a 65% level of completion (unchecked details) and updating the cost estimate. An independent QA/QC review of the 65% plans will be completed. Interdiscipline review (IDR) will also be included as part of this task. COUNTY will review CONSULTANT plans and estimate while CONSULTANT reviews COUNTY plans and estimate for work outside of the bridge. Appropriate revisions will be made based on QA/QC and IDR comments. There will be one review meeting at the COUNTY Placerville Building C office.

### ***Deliverables:***

- 65 Percent Bridge Design Plans and Estimate (PDF)

### ***Item of Work 3.3 - Preparation of 95 Percent Plans, Specifications and Estimate***

The task includes developing bridge to a 95% design level.

### Bridge Design Check:

CONSULTANT shall perform an independent design check of the bridge plans in conformance with usual Caltrans bridge design procedures. The checker will provide a list of comments and a marked up set of plans. Upon completion of design check, discrepancies between the design and checker will be reconciled and plans updated for preparation of quantities, estimate and specifications. The final design will reflect agreement between the two engineers.

### 95% Bridge Design:

CONSULTANT shall finalize bridge plans and respond to comments received from the 65% submittal. CONSULTANT shall perform an independent QA/QC review of the 95% plans and incorporate appropriate revisions prior to submittal to the COUNTY. CONSULTANT shall attend one submittal review meeting at the COUNTY Placerville Building C office.

### Specifications:

CONSULTANT shall prepare required technical special provisions for Division 1-Sections 8 and 9; and Division 2-11. CONSULTANT shall supply Project specific information to the COUNTY for inclusion into the COUNTY supplied boilerplate specifications, including order of work, time of completion, etc. The basis of the specifications shall be the 2018 Caltrans Standard Specifications. It is assumed that the COUNTY will prepare the "boiler plate" documents, including the notice to bidders, proposal, bond forms, and agreement. CONSULTANT shall review Project plans and specifications to confirm that appropriate avoidance measures and conditions of permits, including items of work required by the permits, and environmental mitigation measures are incorporated into the bridge plans and specifications. Items of work required by the permits will be included in the estimate and addressed in the specifications.



### Bridge Marginal Estimate:

CONSULTANT shall prepare bridge quantity calculations. The quantity calculations will be organized and detailed for use by field inspectors during construction. Standard Caltrans summary sheets will be used for bridge calculations, aiding in facilitating the review process and use by the construction personnel. COUNTY will prepare independent bridge quantity calculations from Draft 95% plans. CONSULTANT and COUNTY quantities will be checked for agreement per tolerances prescribed in Chapter 11 of the Caltrans Bridge Design Aids Manual. Any deviations will be resolved, and the CONSULTANT shall prepare Marginal Estimate sheet.

Unit prices will be applied to each contract item resulting in the Engineer's Estimate of Probable Construction Cost (Estimate). Prices used will be based on the latest available data from the COUNTY and Caltrans, reflecting the location of the Project and the quantity of each item. Non-participating costs, if any, will also be segregated. Five (5) percent of the total estimate will be added for contingencies, per current Caltrans guidelines, and an additional five (5) percent COUNTY contingency will also be added to arrive at the cost presented to the COUNTY.

CONSULTANT shall peer review COUNTY quantities and costs for other items of work.

### ***Deliverables:***

- Two (2) copies of the Independent Check Comments and Responses (PDF)
- Final 95 Percent Bridge Design Plans and Estimates (PDF and ACAD Civil 3D 2020 design files that include 3D model, sheet layouts, and all supporting files)
- 95 Percent Special Provisions and Revised Standard Specifications (PDF and Microsoft Word)

### ***Item of Work 3.4 - Preparation of Final Plans, Specifications and Estimate***

The task includes developing bridge to Final (100%) design level.

### Final PS&E:

Upon receipt of comments from the 95% submittal to the COUNTY, and other jurisdictional agencies, which will be routed through the COUNTY, final revisions will be made. CONSULTANT shall incorporate appropriate comments in the plans, specifications, and estimate. CONSULTANT shall perform an independent QA/QC review of the 100% plans and incorporate appropriate revisions prior to submittal to the COUNTY. A submittal of the 100% plans will be made to the COUNTY and the CONSULTANT shall attend one submittal review meeting at the COUNTY office. CONSULTANT shall revise the plans and specifications to be consistent with and reference Caltrans 2018 specifications and standard drawings.

A Resident Engineers file will be prepared that includes the Foundation Report, Hydraulics Report, bridge 4-scale drawings, bridge quantity and quantity check calculations, estimate summary forms and designers' notes to the Resident Engineer.

### ***Assumptions:***

- Lighting sheets and design of lighting are not included.

- Final design will incorporate any Caltrans review comments. It is assumed Caltrans will review the 95% submittal for conformance with environmental mitigation requirements and HBP costs only.
- This scope of work is based on the approximate sheet count listed below:

Sheet #(s)	Description
1	General Plan
2	Index to Plans
3	Deck Contours
4-5	Foundation Plans
6-7	Abutment Layouts
8-10	Abutment Details
11	Wingwall Details
12-13	Pier Layout Stages 1 & 2
14-16	Pier Details
17	Column Details
18	Typical Section
19-23	Girder Layouts (Staged)
24	Girder Reinforcement
25	Girder Details
26	Haunch Details
27	Barrier and Sidewalk Details
28	Joint Details
29	Pedestrian Rail Details
30	Structure Approach Details
31	Structure Approach Drainage Details
32	Steel Tower Plan & Elevation
33-35	Steel Tower Details
36-37	Cable Layouts
38-39	Cable Details
40	Utility Details
41	Miscellaneous Details
42	Water Line Bracket Details
43-44	Log of Test Borings

***Deliverables:***

- Draft 100 Percent Bridge Design Plans and Estimates (PDF only)

- Final 100 Percent Bridge Design Plans and Estimates (PDF and ACAD Civil 3D 2020 design files that include 3D model, sheet layouts, and all supporting files)
- 100 Percent Special Provisions and Revised Standard Specifications (PDF and Microsoft Word)
- One (1) set of documents comprising the Resident Engineer's File

## **Optional Services**

### ***Optional Task 1 - Architectural and Computer-aided Design and Drafting (CADD) Support:***

CONSULTANT shall work with COUNTY staff to develop key architectural scope language and details for incorporation into bridge and roadway plans. These details shall include:

- Concrete colors/finishes for the bridge
- Concrete colors and finishes for sidewalks (both on and off the bridge)
- Architectural treatments for Type 85 Barrier Rail (including handrails, concrete finish, and fall protection railing between posts) on and off the bridge
- Concrete colors/finishes for retaining walls
- Sizing of steel towers and cables (including concrete pedestals)
- Aesthetic finish for steel towers and cables
- Railing for approaches to the bridge
- Light fixtures (if included by COUNTY)
- Potential locations for signage on vista points
- Landscaping at the Grange Hall

CONSULTANT shall provide CADD Support to complete COUNTY plans.

### ***Assumptions:***

- No architectural plans to be produced.
- Renderings will be produced by COUNTY.
- COUNTY plan set is assumed to be sixty (60) sheets. Of the sixty (60) sheets, fifty-four (54) are assumed to be developed to a 60% level of design and will require only red lines. Six (6) new sheets are assumed.
- No CONSULTANT engineering services are provided as part of COUNTY CADD support. COUNTY will perform engineering and provide red lines.
- CADD support will utilize ACAD Civil 3D 2020.

### ***Deliverables:***

- COUNTY Drawings (PDF and DWG) for up to sixty (60) sheets.

### ***Optional Task 2 - Interpretive Panel Development:***

Prior to construction completion of the replacement bridge, Caltrans, COUNTY, and State Parks will develop and install interpretive displays in the vicinity of the replacement bridge at the “vista point” area on Mt. Murphy Road. The number of developed and installed interpretive signs/panels shall not exceed three (3) in total. The interpretive materials may include one panel relating to the American River as a resource used by Native Americans; one panel identifying the Gold Rush period and the importance of a bridge and water crossing, and one panel relating to the succession of bridges built historically at or near the Mt. Murphy Road Bridge crossing. Focus of the three panels will be determined by Caltrans, COUNTY, and State Parks in consultation with SHPO, MOA concurring parties (excluding the ACHP, per their request) (Parties), and interested tribes, but will not extend beyond the three (3) core topics noted above.

### ***Assumptions:***

- A final draft of the HAER document will be completed prior to commencement of this optional task.
- No more than two (2) phone meetings and one (1) in-person meeting will be required.
- CONSULTANT can make available an Architectural Historian, Archaeologist, and Interpretive Signage staff.
- Caltrans, COUNTY, and State Parks will develop an annotated outline of interpretive panel content and will hold a meeting with the Parties and interested tribes prior to interpretive material development to determine the content, format (interpretive panels or kiosks), and location of the interpretive displays.
- The design of the interpretive displays, such as mounting style, color, and material, will comply with existing State Parks standards which State Parks will provide.
- Caltrans, COUNTY, and State Parks will conduct two draft interpretive material reviews with the Parties and interested tribes at 50 percent and 90 percent completion milestones. All Parties and interested tribes will be afforded thirty (30) calendar days for each milestone to review and comment on the design and content of the interpretive materials.
- Caltrans, COUNTY, and State Parks will finalize, produce, and install all interpretive materials at a predetermined location negotiated between them.
- Once Caltrans, COUNTY, and State Parks installs the interpretive materials, they will be maintained by the California State Parks.

### ***Deliverables:***

- Draft and final interpretive sign and narratives and layouts (PDF)

### ***Optional Task 3 - Bid Period Consultation:***

CONSULTANT shall provide bidding period assistance to the COUNTY. This will include

consultation and interpretation of the contract documents and assisting the COUNTY in preparing addenda to the PS&E and attending pre-bid or construction meetings and bid openings.

***Assumptions:***

- Two (2) addenda at twenty (20) hours each are assumed.
- Two (2) meetings at four (4) hours each are assumed. Structures lead and PM will both attend.
- Response to ten (10) Requests for Information (RFI) at two (2) hours each are assumed.

***Deliverables:***

- Prepare addenda as required (Microsoft Word).
- Respond to RFI's as required (Microsoft Word).

***Optional Task 4 - Services During Construction:***

CONSULTANT shall provide the following services during construction:

Construction Engineering Support:

CONSULTANT shall respond to contractors inquires through COUNTY requests. CONSULTANT shall prepare drawings and review change orders requested by the COUNTY. In addition, the CONSULTANT shall make up to ten (10) field visits to the construction site as requested by the COUNTY. The field visits will include observation of construction activities and compliance with the design intent, and discussion with the Resident Engineer to answer questions regarding the ongoing construction activities. For the purposes of this task, twenty (20) RFIs at four (4) hours per RFI and fourteen (14) submittals at fourteen (14) hours per submittal have been assumed.

Construction Geotechnical Consultation Support:

CONSULTANT shall make up to six (6) field visits to observe spread footing excavations, drilling of large diameter shafts, CSL testing, subgrade preparation, soil conditions, and for conformance to the Final Foundation Report and Addenda. CONSULTANT shall answer questions regarding the Final Foundation Report and Addenda. For the purposes of this task, three (3) RFI responses at four (4) hours per RFI and three (3) submittal reviews at four (4) hours per submittal have been assumed. CONSULTANT shall prepare reports detailing site visits and other geotechnical services.

Construction Compliance and Environmental Restoration Support:

CONSULTANT shall provide biological resources support during the construction phase of the project, including any required environmental restoration. Construction support includes reviewing compliance with mitigation monitoring obligations, including preconstruction surveys, environmental awareness training, and monitoring during critical construction activities, estimated at approximately twelve (12) hours per month during the

duration of construction. Environmental restoration may include tree planting, which is expected to require long-term monitoring. CONSULTANT shall support the long-term performance monitoring expected to be required for any onsite tree restoration. Long-term monitoring is estimated at approximately eight (8) hours every six (6) months for a five (5)-year duration.

***Deliverables:***

- Provide written responses to RFI's.
- Provided review comments to submittals.
- Geotechnical field visit reports (Adobe PDF File), as required.

***Optional Task 5 - Design Charette for COUNTY Staff:***

Once the Project has started construction, the COUNTY may elect to have the CONSULTANT provide a Design Charette for COUNTY staff. The Charette will cover the design approach, codes used, and software used. The overall goal of this effort is to help COUNTY engineers better understand the design process of this type of bridge.

***Deliverables:***

- PowerPoint Presentation.
- Adobe PDF File handouts supporting PowerPoint Presentation.

***Optional Task 6 - Hydraulic/Storm Water Support:***

COUNTY shall complete Drainage and Storm Water Design utilizing data in the Location Hydraulic Study (completed by the CONSULTANT under a previous contract). CONSULTANT shall respond to COUNTY questions related to the Location Hydraulic Study and shall be available to peer review Drainage and Storm Water Designs if the COUNTY elects. Drainage and Storm Water Design will include drainage design for the bridge. CONSULTANT shall work with the COUNTY to include plan details as needed.

***Optional Task 7 - Hazardous Materials Mitigation and Monitoring:***

COUNTY shall lead Hazardous Materials Mitigation and Monitoring utilizing data in the Hazardous Waste Initial Site Assessment/Preliminary Site Investigation (completed by the CONSULTANT under a previous contract). CONSULTANT shall respond to COUNTY questions related to the Hazardous Waste Initial Site Assessment/Preliminary Site Investigation and will be available for reviewing on-site issues if the COUNTY elects.

**Provided by COUNTY**

The following tasks are assumed to be completed by the COUNTY:

- Public Involvement
- Roadway Design

- Retaining Wall Design
- Drainage/Storm Water Design
- Utility Coordination
- Permitting
- Right of Way Services
- Survey
- Hazardous Materials Mitigation and Monitoring
- Architectural Design and Renderings
- Assembling PS&E for Bid

# Jacobs Engineering Group, Inc.

## Amended Exhibit B

### Amended Rate Schedule

Classification	Hourly Rates (ranges) Year 1	Hourly Rates (ranges) Year 2	Hourly Rates (ranges) Year 3	Hourly Rates (ranges) Year 4
Principal Technologist / Consultant / Senior Project Manager	\$100.78 - \$134.69	\$103.80 - \$138.73	\$106.92 - \$142.89	\$110.13 - \$147.18
Senior Technologist / Project Manager / Senior Professional	\$77.75 - \$95.17	\$80.08 - \$98.03	\$82.48 - \$100.97	\$84.96 - \$103.99
Professional / Associate / Project Manager	\$56.68 - \$70.10	\$58.38 - \$72.20	\$60.13 - \$74.37	\$61.94 - \$76.60
Mid-Professional	\$45.34 - \$52.81	\$46.70 - \$54.39	\$48.10 - \$56.03	\$49.54 - \$57.71
Junior Professional	\$38.08 - \$39.37	\$39.22 - \$40.55	\$40.40 - \$41.77	\$41.61 - \$43.02
Senior Technician / Senior Administrative	\$64.19	\$66.12	\$68.10	\$70.14
Staff Technician / Mid Administrative / Graphics	\$35.17	\$36.23	\$37.31	\$38.43
Office / Clerical / Administrative	\$34.50	\$35.54	\$36.60	\$37.70

Overhead Rate **103.09%**

Fee (Profit) **10%**

Total Fixed Fee (Profit) Shall not exceed **\$103,344.50**

#### Mileage Reimbursement

Reimbursement for mileage expenses for CONSULTANT and subconsultants shall be compensated in accordance with all of the provisions of ARTICLE V, Allowable Costs and Payments, of this Agreement.



Other Direct Costs Markup

Other direct costs including special reproductions and other outside services authorized herein, shall be invoiced at CONSULTANT's cost, without markup, 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.

Year 1 rates are valid through December 31, 2023

Year 2 rates are valid for the period of January 1, 2024, through December 31, 2024

Year 3 rates are valid for the period of January 1, 2025, through December 31, 2025

Year 4 rates are valid for the period of January 1, 2026, through December 31, 2026

# Jacobs Engineering Group, Inc.

## Exhibit C-1

### Additional Cost Estimate

<b>Item of Work</b>	<b>Description</b>	<b>Cost</b>	
Task 1	Project Management – 35% Submittal	\$ 72,182	
	Project Management – 65% Submittal	\$ 36,091	
	Project Management – 95% Submittal	\$ 30,131	
	Project Management – 100% Submittal	\$ 22,525	
	Project Management – Optional Services	\$ 23,532	
Task 2	Environmental Permitting and Documentation – 35% Submittal	\$ 91,010	
Task 3	Final Design – 35% Submittal	\$ 210,875	
	Final Design – 65% Submittal	\$ 105,437	
	Final Design – 95% Submittal	\$ 247,859	
	Final Design – 100% Submittal	\$ 72,048	
	Other Direct Costs - 35% Submittal	\$ 18,890	
	Optional Services – Architectural and CADD Support	\$ 35,777	
	Optional Services – Interpretive Panel Development	\$ 22,204	
	Optional Services – Bid Period Consultation	\$ 13,123	
	Optional Services – SDC	\$ 129,216	
	Optional Services – Design Charette	\$ 14,716	
	Optional Services – Hydraulic/Stormwater Support	\$ 5,032	
	Optional Services – Hazardous Materials Mitigation and Monitoring	\$ 5,032	
	Optional Other Direct Costs	\$ 1,500	
		<b>35% Submittal Subtotal:</b>	<b>\$ 392,957</b>
		<b>65% Submittal Subtotal:</b>	<b>\$ 141,528</b>
	<b>95% Submittal Subtotal:</b>	<b>\$ 277,990</b>	
	<b>100% Submittal Subtotal:</b>	<b>\$ 94,573</b>	
	<b>Optional Services Subtotal:</b>	<b>\$ 250,132</b>	
	<b>CONSULTANT Total</b>	<b>\$ 1,157,180</b>	

Subconsultants:

HDR Engineering Services (WRECO)			
Task 4	Optional Services	\$	10,145
		HDR Subtotal: \$	10,145
		<b>SUBCONSULTANTS Total: \$</b>	<b>10,145</b>
		<b>TOTAL COST ESTIMATE: \$</b>	<b>1,167,325</b>

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

# Jacobs Engineering Group Inc.

## Exhibit G

### California Levine Act Statement

#### California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she receives any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclose of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, and any elected official (collectively "Officer"). It is the CONSULTANT's responsibility to confirm the appropriate "officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

\_\_\_\_\_ YES \_\_\_\_\_ NO

If yes, please identify the person(s) by name:

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution of more than \$250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

\_\_\_\_\_ YES \_\_\_\_\_ NO

If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

\_\_\_\_\_

Date

\_\_\_\_\_

Signature of authorized individual

\_\_\_\_\_

Type or write name of company

\_\_\_\_\_

Type or write name of authorized individual

## Jacobs Engineering Group Inc.

### Exhibit H

#### **ASSIGNMENT, ASSUMPTION, AND CONSENT AGREEMENT**

This Assignment, Assumption, and Consent Agreement (this “Assignment Consent”) is entered into effective as of the date of last signature, and is by and among CH2MHill, Inc., a corporation duly qualified to conduct business in the State of California (“Assignor”), and Jacobs Engineering Group Inc., a corporation duly qualified to conduct business in the State of California (“Assignee”).

#### **RECITALS**

A. Assignor is CH2MHill, Inc. under that certain Agreement for Services #238-S1611 with COUNTY dated June 14, 2016; First Amendment to Agreement for Services #238-S1611, dated May 14, 2019; and Second Amendment to Agreement for Services #238-S1611, dated May 18, 2021 incorporated herein and made by reference a part hereof (hereinafter referred to as “Service Agreement”);

B. The Agreement pertains to environmental, structural and engineering services for the Mount Murphy Road at South Fork American River - Bridge Replacement Project for the Department of Transportation.

C. This Assignment Consent is being executed by Assignor and Assignee to memorialize: (i) the assignment of the Service Agreement from Assignor to Assignee; (ii) the Assignee’s agreement to accept, assume, and discharge all of Assignor’s duties, obligations, and liabilities related thereto; and (iii) COUNTY’s consent thereto.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby grants, assigns, transfers, conveys, delivers, delegates and sets over unto Assignee the Service Agreement and all of Assignor’s rights, title, interest, duties, obligations and liabilities in, to and under the Service Agreement.

2. Assumption. Assignee hereby agrees to take assignment of the Service Agreement. As such, Assignee hereby assumes all of Assignor’s rights, title, interest, duties, obligations and liabilities in, to and under the Service Agreement and agrees to be bound by all of the terms and conditions of the Service Agreement, to assume and undertake to perform and discharge all of the duties, obligations and liabilities of Assignor arising under the Service

Agreement, and to receive the benefits of the Service Agreement, all from and after the Effective Date hereof.

3. Counterparts. This Assignment Consent may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Assignment Consent delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

4. Severability. If any term or provision of this Assignment Consent is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Assignment Consent or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination, the parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible in a mutually acceptable manner.

5. Headings. The headings in this Assignment Consent are for reference only and do not affect the interpretation.

6. Successors and Assigns. This Assignment Consent is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

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

**Assignor:**

**CH2M Hill, Inc.**

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

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

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

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

**Assignee:**

**Jacobs Engineering Group Inc.**

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

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

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

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