

**PERSONAL SERVICES AGREEMENT
BETWEEN THE
COUNTY OF SHASTA
AND
CGI TECHNICAL SERVICES, INC.**



**FOR MATERIALS TESTING SERVICES
2023 - 2025**

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ARTICLE I INTRODUCTION

- A. This AGREEMENT is between the following named, hereinafter referred to as, CONSULTANT and the County of Shasta, a political subdivision of the State of California through the Department of Public Works, hereinafter referred to as, COUNTY (collectively, the "PARTIES" and individually a "PARTY").

The name of the "CONSULTANT" is as follows: CGI Technical Services, Inc.
Incorporated in the State of California.

The Project Manager for the "CONSULTANT" will be Azeddine Bahloul.

The Contract Administrator for COUNTY will be John Heath.

- B. The work to be performed under this AGREEMENT is described in ARTICLE VI entitled "STATEMENT OF WORK/RESPONSIBILITIES OF CONSULTANT." The CONSULTANT'S approved "Schedule of Services and Fees," is attached hereto as Exhibit A and incorporated by reference. If there is any conflict between the approved "Schedule of Services and Fees" and this AGREEMENT, this AGREEMENT shall take precedence.
- C. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II INDEMNIFICATION

- A. To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless COUNTY, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses, (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by COUNTY, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising from the work or the provision of services undertaken pursuant to this AGREEMENT by CONSULTANT, or by any of CONSULTANT's subcontractors, any person employed under CONSULTANT, or under any subcontractor, or in any capacity, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of COUNTY. CONSULTANT shall also, at CONSULTANT's own expense, defend the COUNTY, its elected officials, officers, employees, agents, and volunteers, against any claim, suit, action or proceeding brought against COUNTY, its elected officials, officers, employees, agents, and volunteers, arising from the work or the provision of services undertaken pursuant to this AGREEMENT by CONSULTANT, or any of CONSULTANT's subcontractors, any person employed under CONSULTANT, or under any Subcontractor, or in any capacity. CONSULTANT shall also defend and indemnify COUNTY for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency and shall defend, indemnify, and hold harmless COUNTY with respect to CONSULTANT's "independent contractor" status that would establish a liability on COUNTY for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this AGREEMENT.

- B. This indemnification provision is independent of, and shall not in any way be limited by, CONSULTANT's insurance coverage or lack of coverage, or by the insurance requirements of this AGREEMENT. COUNTY acknowledgement or approval of CONSULTANT's evidence of insurance coverage required by this AGREEMENT does not in any way relieve CONSULTANT from its obligations under this Section.

ARTICLE III EMPLOYMENT STATUS OF CONSULTANT

CONSULTANT shall, during the entire term of this AGREEMENT, be construed to be an independent contractor, and nothing in this AGREEMENT is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow COUNTY to exercise discretion or control over the professional manner in which CONSULTANT performs the work or services that are the subject matter of this AGREEMENT; provided, however, that the work or services to be provided by CONSULTANT shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of COUNTY is to ensure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner. CONSULTANT shall be fully responsible for payment of all taxes due to the State of California or the federal government that would be withheld from compensation if CONSULTANT were a COUNTY employee. COUNTY shall not be liable for deductions for any amount for any purpose from CONSULTANT's compensation. CONSULTANT shall not be eligible for coverage under COUNTY's workers' compensation insurance plan nor shall CONSULTANT be eligible for any other COUNTY benefit. CONSULTANT must issue W-2 and 941 Forms for income and employment tax purposes, for all of CONSULTANT's assigned personnel under the terms and conditions of this AGREEMENT.

ARTICLE IV NONASSIGNMENT OF AGREEMENT; NON-WAIVER

Inasmuch as this AGREEMENT is intended to secure the specialized services of CONSULTANT, CONSULTANT may not assign, transfer, delegate, or sublet any interest herein without the prior written consent of COUNTY. The waiver by COUNTY of any breach of any requirement of this AGREEMENT shall not be deemed to be a waiver of any other breach.

ARTICLE V ENTIRE AGREEMENT; AMENDMENTS; HEADINGS; EXHIBITS/ APPENDICES

- A. This AGREEMENT supersedes all previous contracts relating to the subject of this AGREEMENT and constitutes the entire understanding of the PARTIES hereto. CONSULTANT shall be entitled to no other benefits other than those specified herein. CONSULTANT specifically acknowledges that in entering into and executing this AGREEMENT, CONSULTANT relies solely upon the provisions contained in this AGREEMENT and no others.
- B. No changes, amendments, or alterations to this AGREEMENT shall be effective unless in writing and signed by both PARTIES. However, minor amendments, including retroactive, that do not result in a substantial or functional change to the original intent of this AGREEMENT and changes in the scope of work and modifications of the total compensation that do not exceed 10% in the aggregate of the total CONSULTANT compensation may be agreed to in writing between CONSULTANT and Public Works Director, provided that the

amendment is in substantially the same format as the COUNTY's standard format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101).

- C. The headings that appear in this AGREEMENT are for reference purposes only and shall not affect the meaning or construction of this AGREEMENT.
- D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this AGREEMENT and the provisions of any of this AGREEMENT's exhibits or appendices, the provisions of this AGREEMENT shall govern.

ARTICLE VI STATEMENT OF WORK/RESPONSIBILITIES OF CONSULTANT

- A. Pursuant to the terms and conditions of this AGREEMENT, CONSULTANT shall, at the direction of the Shasta County Public Works Director or authorized designee ("Director"), perform, on an on-call basis, specialized materials testing and associated services as delineated in Exhibit A, "Schedule of Services and Fees," attached hereto and incorporated herein. CONSULTANT shall be certified to perform the subject tests by the applicable oversight agency. CONSULTANT's laboratory shall contain certified equipment in good working order, calibrated at least once per year in accordance with applicable industry standards.
- B. Following COUNTY request for test or service, CONSULTANT shall perform the test or service and provide to COUNTY a written report of results within the turnaround time specified in Exhibit A, "Schedule of Services and Fees," if so provided. For purposes of this AGREEMENT "turnaround time" shall mean the time from when COUNTY requests the test to the time COUNTY receives the written report of results. In addition, a day shall mean 24 hours. COUNTY and CONSULTANT may agree, in writing, to modify the turnaround time on a case-by-case basis provided, however, that such modification shall not constitute a modification of the terms and conditions of this AGREEMENT and shall not constitute a waiver by COUNTY of the turnaround time requirements specified in this AGREEMENT.
- C. Should COUNTY desire CONSULTANT to conduct a test or perform a service that is not delineated in Exhibit A, "Schedule of Services and Fees," the COUNTY and CONSULTANT shall agree in writing upon the scope, price and turnaround time of the test or service to be performed prior to it being performed.
- D. As required by Government Code section 7550, each document or report prepared by CONSULTANT for or under the direction of COUNTY pursuant to this AGREEMENT shall contain the numbers and dollar amount of the AGREEMENT and all subcontracts under the AGREEMENT relating to the preparation of the document or written report. If multiple documents or written reports are the subject of the AGREEMENT or subcontracts, the disclosure section may also contain a statement indicating that the total AGREEMENT amount represents compensation for multiple documents or written reports. CONSULTANT shall label the bottom of the last page of the document or report as follows: department name, County Project number, and dollar amount. If more than one document or report is produced under this AGREEMENT, CONSULTANT shall add: "This [document or report] is one of [number] produced under this contract."

ARTICLE VII RESPONSIBILITIES OF COUNTY

- A. Pursuant to the terms and conditions of this AGREEMENT, COUNTY shall provide information about the requirements for the work including the budget limitations and scheduling.
- B. Pursuant to the terms and conditions of this AGREEMENT, COUNTY shall provide existing non-confidential maps, drawings, specifications, data, or any other non-confidential information in COUNTY's possession requested by the CONSULTANT in furtherance of performing the services provided for in this AGREEMENT.
- C. Pursuant to the terms and conditions of this AGREEMENT, COUNTY shall be responsible for obtaining right to enter agreements with landowners as necessary to conduct on-site investigations.

ARTICLE VIII CONSULTANT'S REPORTS OR MEETINGS

- A. As requested by COUNTY, CONSULTANT's Project Manager shall meet with COUNTY's Contract Administrator or Project Coordinator, as directed by COUNTY's Contract Administrator, to discuss progress on tests or services assigned under this AGREEMENT.

ARTICLE IX PERFORMANCE PERIOD

- A. The initial term of this AGREEMENT shall be for one year beginning as of the last date it has been signed by COUNTY and CONSULTANT. The term of this AGREEMENT shall be automatically renewed for two additional one-year terms at the end of the initial term, under the same terms and conditions except as provided in ARTICLE X, unless written notice of non-renewal is provided by COUNTY or CONSULTANT at least 30 days prior to the expiration of the initial or the then current term.
- B. Notwithstanding the foregoing, COUNTY shall not be obligated for payments hereunder for any future COUNTY fiscal year unless or until COUNTY'S Board of Supervisors appropriates funds for this AGREEMENT in COUNTY'S budget for that COUNTY fiscal year. In the event that funds are not appropriated for this AGREEMENT, then this AGREEMENT shall end as of June 30 of the last COUNTY fiscal year for which funds for this AGREEMENT were appropriated. For the purposes of this AGREEMENT, the COUNTY fiscal year commences on July 1 and ends on June 30 of the following year. COUNTY shall notify CONSULTANT in writing of such non-appropriation at the earliest possible date.
- C. CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on COUNTY until the AGREEMENT is fully executed and approved by COUNTY.

ARTICLE X ALLOWABLE COSTS AND PAYMENTS

- A. CONSULTANT will be reimbursed for work performed at the rates specified in Exhibit A, "Schedule of Services and Fees." The specified rates include full compensation for the items as described, including, but not limited to, any repairs, maintenance, or insurance, and no further compensation will be allowed, therefore.

- B. The rates set forth in Exhibit A, "Schedule of Services and Fees," are subject to change annually beginning January 1, 2024, and each subsequent January 1 thereafter, through CONSULTANT'S issuance of a revised Schedule of Services and Fees.
- C. The total amount payable by COUNTY for all services resulting from this AGREEMENT shall not exceed \$150,000. It is understood and agreed that there is no guarantee, either expressed or implied, that on-call services in this dollar amount will be authorized under this AGREEMENT.
- D. CONSULTANT shall not commence performance of work or services until this AGREEMENT has been approved by COUNTY and written notification to proceed has been issued by COUNTY'S Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this AGREEMENT.
- E. CONSULTANT will be reimbursed within thirty (30) days upon receipt by COUNTY'S Contract Administrator of itemized invoices. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed and the COUNTY project on which it was performed. Invoices shall be mailed to COUNTY's Contract Administrator as found in Article XLVI, "Notification."
- F. CONSULTANT shall be paid via electronic invoice payment; automated clearing house ("ACH"), COUNTY credit card, or Commerce Bank virtual card. ACH payments require submission of the completed Auditor-Controller ACH/Direct Deposit authorization form within five days of execution of this AGREEMENT.
- G. If CONSULTANT fails to satisfactorily complete services assigned under the AGREEMENT, no payment will be made until the service has been satisfactorily completed.
- H. CONSULTANT'S violation or breach of AGREEMENT terms may result in fiscal penalties, withholding of compensation, or termination of AGREEMENT.

ARTICLE XI TERMINATION

- A. This AGREEMENT may be terminated by COUNTY, provided that COUNTY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, COUNTY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.
- B. COUNTY may temporarily suspend this AGREEMENT, at no additional cost to COUNTY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If COUNTY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination.
- C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this AGREEMENT by CONSULTANT, and COUNTY may withhold any payments due to

CONSULTANT until such time as the exact amount of damages, if any, due COUNTY from CONSULTANT is determined.

- D. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT. Upon termination, COUNTY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

ARTICLE XII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. The CONSULTANT agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.
- B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by the CONSULTANT to LOCAL AGENCY.
- D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

ARTICLE XIII RETENTION OF RECORD/AUDITS

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, Subconsultants, and COUNTY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All PARTIES, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT. COUNTY, FAA, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

ARTICLE XIV AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by COUNTY'S Chief Financial Officer.
- B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by COUNTY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

- C. Neither the pendency of a dispute nor its consideration by COUNTY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.
- D. CONSULTANT and Subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, COUNTY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by COUNTY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by COUNTY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, COUNTY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
- E. CONSULTANT's "Schedule of Services and Fees," Exhibit A, may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The "Schedule of Services and Fees," Exhibit A, shall be adjusted by the CONSULTANT and approved by the COUNTY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each PARTY agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, COUNTY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines} is received and approved by IOAI.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.

- b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
 - c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.
 3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.
 4. CONSULTANT may submit to COUNTY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of COUNTY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO COUNTY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between COUNTY and the CONSULTANT, either as a prime or Subconsultant, with the same fiscal period ICR.

ARTICLE XV SUBCONTRACTING

- A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between COUNTY and any Subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to COUNTY for the acts and omissions of its Subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its Subconsultant(s) is an independent obligation from COUNTY's obligation to make payments to the CONSULTANT.
- B. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this AGREEMENT shall be subcontracted without written authorization by COUNTY's Contract Administrator, except that, which is expressly identified in the approved "Schedule of Services and Fees," Exhibit A.
- C. Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.
- D. CONSULTANT shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the COUNTY.

- E. Any substitution of Subconsultant(s) must be approved in writing by COUNTY's Contract Administrator in advance of assigning work to a substitute Subconsultant.

- F. Prompt Progress Payment

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

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE Subconsultants.

- G. Prompt Payment of Withheld Funds to Subconsultants

No retainage will be held by the COUNTY from progress payments due to CONSULTANT. CONSULTANTS and Subconsultants are prohibited from holding retainage from Subconsultants. Any delay or postponement of payment may take place only for good cause and with the COUNTY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or Subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or Subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient Subconsultant performance and/or noncompliance by a Subconsultant. This clause applies to both DBE and non-DBE Subconsultants.

ARTICLE XVI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

- A. Prior authorization in writing, by COUNTY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars (\$5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in CONSULTANT's approved "Schedule of Services and Fees," Exhibit A, and exceeding five thousand dollars (\$5,000), with prior authorization by COUNTY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.
- C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:

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

ARTICLE XVII STATE PREVAILING WAGE RATES

- A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.
- B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer:

(<https://dot.ca.gov/programs/construction/labor-compliance>).

These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at COUNTY construction sites, at COUNTY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve COUNTY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

- C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website.
- D. Payroll Records
 1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and

overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

- a. The information contained in the payroll record is true and correct.
 - b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by COUNTY representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:
- a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
 - b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of COUNTY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to COUNTY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.
 - c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the COUNTY Contract Administrator by both email and regular mail on the business day following receipt of the request.
3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by COUNTY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.
5. The CONSULTANT shall inform COUNTY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to COUNTY, forfeit one hundred

dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by COUNTY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.

E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the COUNTY Contract Administrator.

F. Penalty

1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the COUNTY a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.
2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.
3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.
4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the prime CONSULTANT of the project is not liable for the penalties described above unless the prime CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime CONSULTANT fails to comply with all of the following requirements:
 - a. The subagreement executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
 - b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.

- c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.
 - d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.
5. Pursuant to Labor Code §1775, COUNTY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.
 6. If COUNTY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if COUNTY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by COUNTY.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the COUNTY, twenty-five dollars (\$25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices

1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars (\$30,000), the CONSULTANT and any Subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
2. CONSULTANTS and Subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and Subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all Subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

ARTICLE XVIII CONFLICT OF INTEREST

- A. During the term of this AGREEMENT, the 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. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing COUNTY construction project which will follow.
- 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.
- C. The CONSULTANT hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.
- D. The CONSULTANT hereby certifies that the CONSULTANT or Subconsultant and any firm affiliated with the CONSULTANT or Subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

ARTICLE XIX REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

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

ARTICLE XX PROHIBITION OF EXPENDING COUNTY, STATE, OR FEDERAL FUNDS FOR LOBBYING

- A. The CONSULTANT certifies, to the best of his or her knowledge and belief, that:
 - 1. No State, Federal, or COUNTY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," available from COUNTY, in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.
 - C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

ARTICLE XXI NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

- A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.
- B. During the performance of this AGREEMENT, CONSULTANT and its Subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and Subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- C. CONSULTANT and Subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by COUNTY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the COUNTY upon reasonable notice at any time during the normal business

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

- E. CONSULTANT and its Subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.
- G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants
- I. CONSULTANT, subrecipient or Subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the COUNTY components of the DBE Program Plan, CONSULTANT, subrecipient or Subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

ARTICLE XXII DEBARMENT AND SUSPENSION CERTIFICATION

- A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:
 - 1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 - 2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
 - 3. Does not have a proposed debarment pending; and
 - 4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

- B. Any exceptions to this certification must be disclosed to COUNTY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the U.S. General Services Administration are to be determined by FHWA.

ARTICLE XXIII DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- A. There is no goal for DBE participation in the AGREEMENT.

- B. Contract Assurance

Under 49 CFR 26.13(b):

CONSULTANT, subrecipient or Subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. CONSULTANT shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

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

- (1) Withholding monthly progress payments;
 - (2) Assessing sanctions;
 - (3) Liquidated damages; and/or
 - (4) Disqualifying CONSULTANT from future proposing as non-responsible
- C. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.
- D. If DBE participation is required, the following shall apply:
 - 1. CONSULTANT, subrecipient (COUNTY), or Subconsultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in this work (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the COUNTY shows a contract goal for DBEs. CONSULTANT shall make work available to DBEs and select work parts consistent with available DBE Subconsultants and suppliers.

CONSULTANT shall meet the DBE goal shown elsewhere in this AGREEMENT or demonstrate that they made adequate good faith efforts to meet this goal. It is CONSULTANT's responsibility to verify that the DBE firm is certified as DBE at date of proposal opening and document the record by printing out the California Unified Certification Program (CUCP) data for each DBE firm. A list of DBEs certified by the CUCP can be found at <https://dot.ca.gov/programs/civil-rights/dbe-search>.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies CONSULTANT purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49CFR26.55 defines "manufacturer" and "regular dealer."

This AGREEMENT is subject to 49 CFR Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". CONSULTANTS who enter into a federally-funded agreement will assist the COUNTY in a good faith effort to achieve California's statewide overall DBE goal.

2. Participation by DBE CONSULTANT or Subconsultants shall be in accordance with information contained in Exhibit 10-02: Consultant Contract DBE Commitment, available from COUNTY. If a DBE Subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE Subconsultant, if the goal is not otherwise met.
3. CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONSULTANT has not met the DBE goal, complete and submit Exhibit 15-H: DBE Information – Good Faith Efforts, available from COUNTY, to document efforts to meet the goal. Refer to 49 CFR Part 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.
4. Termination and Substitution of DBE Subconsultants

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

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

- a. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
- b. The COUNTY stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the COUNTY's bond requirements.

- c. Work requires a consultant's license and listed DBE does not have a valid license under Contractors License Law.
- d. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
- e. Listed DBE's work is unsatisfactory and not in compliance with the AGREEMENT.
- f. Listed DBE is ineligible to work on the project because of suspension or debarment.
- g. Listed DBE becomes bankrupt or insolvent.
- h. Listed DBE voluntarily withdraws with written notice from the AGREEMENT
- i. Listed DBE is ineligible to receive credit for the type of work required.
- j. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the AGREEMENT.
- k. The COUNTY determines other documented good cause.

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

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

- One or more of the reasons listed in the preceding paragraph.
- Notices from CONSULTANT to the DBE regarding the request.
- Notices from the DBEs to CONSULTANT regarding the request.

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

5. Commitment and Utilization

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

The COUNTY shall request CONSULTANT to:

- a. Notify the COUNTY's Contract Administrator or designated representative of any changes to its anticipated DBE participation
- b. Provide this notification before starting the affected work
- c. Maintain records including:
 - Name and business address of each 1st-tier Subconsultant
 - Name and business address of each DBE Subconsultant, DBE vendor, and DBE trucking company, regardless of tier

- Date of payment and total amount paid to each business (see Exhibit 9-F Monthly Disadvantaged Business Enterprise Payment, available from COUNTY)

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

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

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

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

6. A DBE is only eligible to be counted toward the AGREEMENT goal if it performs a commercially useful function (CUF) on the AGREEMENT. CUF must be evaluated on an agreement by agreement basis. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the AGREEMENT is commensurate with the work it is actually performing, and other relevant factors.
7. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
8. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.

9. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE CONSULTANTS shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
10. If a DBE Subconsultant is decertified during the life of the AGREEMENT, the decertified Subconsultant shall notify CONSULTANT in writing with the date of decertification. If a Subconsultant becomes a certified DBE during the life of the AGREEMENT, the Subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to COUNTY's Contract Administrator within thirty (30) calendar days.
11. After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant shall complete and email the Exhibit 9-F: Disadvantaged Business Enterprise Running Tally of Payments, available from COUNTY, to business.support.unit@dot.ca.gov with a copy to COUNTY.

ARTICLE XXIV INSURANCE

Without limiting CONSULTANT's duties of defense and indemnification:

- A. CONSULTANT and any subcontractor shall carry Commercial General Liability Insurance, and other coverage necessary to protect COUNTY and the public, with limits of \$2 million per occurrence or claim. Such coverage shall:
 1. Be equivalent to the current Insurance Services Office (ISO) form CG 00 01, assuring coverage for products and completed operations, property damage, bodily injury, and personal and advertising injury.
 2. Include an endorsement, or an amendment to the policy of insurance, naming Shasta COUNTY, its elected officials, officers, employees, agents, and volunteers as additional insureds; the additional insureds coverage shall be equal to the current ISO forms CG 20 10 for on-going operations, and CG 20 37 for completed operations.
 3. Apply separately to this project and location(s); in the event of a general aggregate limit, the general aggregate limit shall be twice the required per occurrence limit.
 4. Contain, or be endorsed to contain, a "separation of insureds" clause which shall read, or have the same effect as the following:

"Separation of Insureds.

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

 - a. As if each Named Insured were the only Named Insured; and
 - b. Separately to each suit insured against whom a claim is made or suit is brought."

- B. CONSULTANT and any subcontractor shall carry Automobile Liability Insurance covering any auto, unless Consultant has no owned autos then covering at minimum hired and non-owned autos, with limits of \$1 million per occurrence or claim. Such coverage shall:
1. Include, or be endorsed to contain, Additional Insured coverage in favor of Shasta County, its elected officials, officers, employees, agents, and volunteers.
 2. Include, or be endorsed to contain, coverage for hazardous waste transportation, when appropriate to the work being performed.
- C. CONSULTANT and any subcontractor shall carry statutorily required Workers' Compensation Insurance, and Employer's Liability Insurance with limits of \$1 million per occurrence or claim, to cover CONSULTANT, subcontractor, CONSULTANT's partner(s), subcontractor's partner(s), CONSULTANT's employees, and subcontractor's(s') employees, covering the full liability for compensation for injury to those employed by CONSULTANT or subcontractor. CONSULTANT hereby certifies that CONSULTANT is aware of the provisions of section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and CONSULTANT shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this AGREEMENT.
- D. CONSULTANT shall carry Professional Liability (Errors and Omissions) Insurance, applicable to the Consultant's profession and the services/work being performed, with limits of not less than \$2 million per occurrence or claim, \$2 million aggregate.
- E. CONSULTANT shall require its subcontractors, if any, to carry and maintain coverage and evidence that equals or exceeds the coverage requirements imposed upon Consultant by this agreement.
- F. With regard to all insurance coverage required by this AGREEMENT:
- (1) Any deductible or self-insured retention exceeding \$25,000 for CONSULTANT or subcontractor shall be disclosed to and be subject to approval by the Shasta County Risk Manager prior to the effective date of this AGREEMENT; policy shall provide, or be endorsed to provide, that any self-insured retention or deductible may be satisfied by either the named insured or COUNTY, and must also provide that defense costs satisfy the self-insured retention or deductible. Any and all deductibles and self-insured retentions shall be the sole responsibility of CONSULTANT or subcontractor who procured such coverage, and shall not apply to the Indemnified Additional Insured Parties. COUNTY may deduct from any amounts otherwise due CONSULTANT to fund the self-insured retention or deductible.
 - (2) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, CONSULTANT or subcontractor shall maintain such coverage with an effective date earlier or equal to the effective date of this AGREEMENT and continue coverage for a period of three years after the expiration of this AGREEMENT and any extensions thereof. In lieu of maintaining post-agreement expiration coverage as specified above, CONSULTANT or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy.

Such tail coverage shall, at a minimum, provide coverage for claims received and reported three years after the expiration date of this AGREEMENT.

- (3) In the event coverage is reduced or canceled, or otherwise materially changed, a notice of said reduction or cancellation or change shall be provided to COUNTY within 24 hours.
- (4) CONSULTANT hereby grants to COUNTY, its elected officials, officers, employees, agents, and volunteers, a waiver of any right to subrogation or recovery which any insurer of said CONSULTANT may acquire against COUNTY by virtue of the payment of any loss under such coverage, and agrees to obtain any endorsement that may be necessary to affect this waiver; this provision applies regardless of whether or not COUNTY has received such a waiver or endorsement.
- (5) Any available insurance proceeds in excess of the specified minimum limits and insurance coverage pursuant to the terms of this AGREEMENT shall be applicable to COUNTY.
- (6) Before the effective date of this AGREEMENT, CONSULTANT shall provide COUNTY with certificates of insurance, and all amendatory endorsements or policy amendments, as evidence of meeting insurance coverage required of this AGREEMENT; for purposes of verification of CONSULTANT meeting insurance requirements of this AGREEMENT, COUNTY reserves the right to require any policies, declarations, endorsements, and other documentation.
- (7) Coverage required herein shall be in effect at all times during the term of this AGREEMENT, and may be provided by programs of self-insurance when supported by adequate evidence meeting appropriate self-insurance and regulatory compliance. Insurance is to be placed with insurers authorized to transact business in California, with a current A.M. Best's rating of not less than A:VII, unless otherwise authorized by COUNTY.
- (8) In the event any insurance coverage expires at any time during the term of this AGREEMENT, CONSULTANT shall provide COUNTY, at least 20 days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein for not less than the remainder of the term of this AGREEMENT or for a period of not less than one year. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within 10 days of the expiration of the endorsement or policy amendment in effect at inception of this AGREEMENT, COUNTY may, in addition to any other remedies it may have, terminate this AGREEMENT upon the occurrence of such event.
- (9) For any claims related to this AGREEMENT, CONSULTANT's coverage shall be primary and non-contributory. Any coverage maintained by COUNTY, its elected officials, officers, employees, agents, and volunteers, shall be excess of the CONSULTANT's coverage and shall not contribute with it.
- (10) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to COUNTY, its elected officials, officers, employees, agents, or volunteers.

ARTICLE XXV FUNDING REQUIREMENTS

- A. It is mutually understood between the PARTIES that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both PARTIES, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.
- B. This AGREEMENT is valid and enforceable only, if sufficient funds are made available to COUNTY for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or COUNTY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.
- D. COUNTY has the option to terminate the AGREEMENT pursuant to Article XI "Termination," or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

ARTICLE XXVI CHANGE IN TERMS

- A. This AGREEMENT may be amended or modified only by mutual written agreement of the PARTIES.
- B. Minor amendments, including retroactive, that do not result in a substantial or functional change to the original intent of this agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between CONSULTANT and Public Works Director, provided that the amendment is in substantially the same format as the County's standard format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101).
- C. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by COUNTY's Contract Administrator.
- D. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved "Schedule of Services and Fees," Exhibit A, which is a part of this AGREEMENT without prior written approval by COUNTY's Contract Administrator.

ARTICLE XXVII CONTINGENT FEE

CONSULTANT warrants, by execution of this AGREEMENT that no person or selling agency has been employed, or retained, to solicit or secure this AGREEMENT upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, COUNTY has the right to annul this AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXVIII DISPUTES

Prior to either PARTY commencing any legal action under this AGREEMENT, the PARTIES agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either PARTY may commence legal action against the other.

- A. Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by a committee consisting of COUNTY's Contract Administrator and COUNTY's Public Works Director, who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than thirty (30) calendar days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by COUNTY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this AGREEMENT.

ARTICLE XXIX INSPECTION OF WORK

CONSULTANT and any Subconsultant shall permit COUNTY, the state, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

ARTICLE XXX SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by COUNTY Safety Officer and other COUNTY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Vehicle Code §591, COUNTY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

ARTICLE XXXI OWNERSHIP OF DATA

- A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of COUNTY, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, COUNTY shall be entitled to, and CONSULTANT shall deliver to COUNTY, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by

CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to COUNTY which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by COUNTY.

- B. Additionally, it is agreed that the PARTIES intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of COUNTY without restriction or limitation upon its use or dissemination by COUNTY.
- C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by COUNTY for another project or project location shall be at COUNTY's sole risk.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 – Patent Rights under Government Contracts for federal-aid contracts).
- E. COUNTY may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.
- F. Nothing in this section prohibits CONSULTANT from using standard details and other design features on the projects.

ARTICLE XXXII CLAIMS FILED BY COUNTY's CONSTRUCTION CONTRACTOR

- A. If claims are filed by COUNTY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with COUNTY's construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT's personnel that COUNTY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from COUNTY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this AGREEMENT.
- C. Services of CONSULTANT's personnel in connection with COUNTY's construction contractor claims will be performed pursuant to a written AGREEMENT amendment, if necessary, extending the termination date of this AGREEMENT in order to resolve the construction claims.

ARTICLE XXXIII CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to COUNTY's operations, which are designated confidential by COUNTY and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by COUNTY relating to the AGREEMENT, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the AGREEMENT or COUNTY's actions on the same, except to COUNTY's staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, at public hearings or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by COUNTY, and receipt of COUNTY's written permission.
- E. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity, other than COUNTY, FAA, Caltrans, and/or FHWA. All of the materials prepared or assembled by CONSULTANT pursuant to performance of this AGREEMENT are confidential and CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of COUNTY or except by court order. If CONSULTANT or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this AGREEMENT, COUNTY has the right to reimbursement and indemnity from CONSULTANT for any damages caused by CONSULTANT releasing the information, including, but not limited to, COUNTY's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

ARTICLE XXXIV NATIONAL LABOR RELATIONS BOARD CERTIFICATION

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

ARTICLE XXXV EVALUATION OF CONSULTANT

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

ARTICLE XXXVI PROMPT PAYMENT FROM THE COUNTY TO CONSULTANT

The COUNTY shall make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from CONSULTANT on a professional service contract. If the COUNTY fails to pay promptly, the COUNTY shall pay interest to the contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied. Upon receipt of a payment request, the COUNTY shall act in accordance with both of the following:

- (1) Each payment request shall be reviewed by the COUNTY as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.
- (2) Any payment request determined not to be a proper payment request suitable for payment shall be returned to CONSULTANT as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

ARTICLE XXXVII COMPLIANCE WITH CHILD, FAMILY, AND SPOUSAL SUPPORT REPORTING OBLIGATIONS

CONSULTANT's failure to comply with state and federal child, family, and spousal support reporting requirements regarding CONSULTANT's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family, and spousal support obligations shall constitute a default under this AGREEMENT. CONSULTANT's failure to cure such default within 90 days of notice by COUNTY shall be grounds for termination of this AGREEMENT.

ARTICLE XXXVIII PROPERTY TAXES

CONSULTANT represents and warrants that CONSULTANT, on the date of execution of this AGREEMENT, (1) has paid all property taxes for which CONSULTANT is obligated to pay, or (2) is current in payments due under any approved property tax payment arrangement. CONSULTANT shall make timely payment of all property taxes at all times during the term of this AGREEMENT.

ARTICLE XXXIX LICENSES AND PERMITS

CONSULTANT, and CONSULTANT's officers, employees, and agents performing the work or services required by this AGREEMENT, shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, the County of Shasta, and all other appropriate governmental agencies, including any certification and credentials required by COUNTY. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this AGREEMENT and constitutes grounds for the termination of this AGREEMENT by COUNTY.

ARTICLE XXXL AGREEMENT PREPARATION

It is agreed and understood by the PARTIES that this AGREEMENT has been arrived at through negotiation and that neither PARTY is to be deemed the PARTY which created any uncertainty in this AGREEMENT within the meaning of section 1654 of the Civil Code.

ARTICLE XLI COMPLIANCE WITH POLITICAL REFORM ACT

CONSULTANT shall comply with the California Political Reform Act (Government Code sections 81000, et seq.), with all regulations adopted by the Fair Political Practices Commission pursuant thereto, and with the COUNTY's Conflict of Interest Code, with regard to any obligation on the part of CONSULTANT to disclose financial interests and to recuse from influencing any COUNTY decision which may affect CONSULTANT's financial interests. If required by the COUNTY'S Conflict of Interest Code, CONSULTANT shall comply with the ethics training requirements of Government Code sections 53234, et seq.

ARTICLE XLII SEVERABILITY

If any portion of this AGREEMENT or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or regulation or COUNTY ordinance, the remaining provisions of this AGREEMENT, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this AGREEMENT are severable.

ARTICLE XLIII COUNTY'S RIGHT OF SETOFF

To the fullest extent permitted by law, COUNTY shall have the right but not the obligation, to setoff, in whole or in part, against any compensation owed to CONSULTANT or any of its subsidiaries under any contract with the COUNTY, any amount of any Federal or State audit liability owed by or claimed or asserted against the COUNTY or any amounts owed to COUNTY by CONSULTANT or its subsidiaries.

ARTICLE XLIV USE OF COUNTY PROPERTY

CONSULTANT shall not use COUNTY premises, property (including equipment, instruments, and supplies), or personnel for any purpose other than in the performance of CONSULTANT's obligations under this AGREEMENT.

ARTICLE XLV COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This AGREEMENT may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each PARTY of this AGREEMENT agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ((“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this AGREEMENT. The Parties further agree that the electronic signatures 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 an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the

CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the PARTY using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (h) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

ARTICLE XLVI NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this AGREEMENT and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT:

CGI Technical Services, Inc.
Azeddine Bahloul, Contract Administrator
1612 Insight Place
Redding, CA 96003
Ph: (530) 244-6277; Fax (530) 244-6276
E-mail: abahloul@currygroup.com

COUNTY:

Shasta County Department of Public Works
John Heath, Contract Administrator
1855 Placer Street
Redding, CA 96001
Ph: (530) 225-5661; Fax: (530) 225-5667
E-mail: jheath@co.shasta.ca.us

Any oral notice authorized by this AGREEMENT shall be given to the persons specified in Article XLVI and shall be deemed to be effective immediately.

Unless otherwise stated in this AGREEMENT, any written or oral notices on behalf of the COUNTY as provided for in this AGREEMENT may be executed and/or exercised by the County Executive Officer.

ARTICLE XLVII CONTRACT

The two PARTIES to this AGREEMENT, who are the before named CONSULTANT and the before named COUNTY, hereby agree that this AGREEMENT constitutes the entire AGREEMENT which is made and concluded in duplicate between the two PARTIES. Both of these PARTIES for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this AGREEMENT as evidenced by the signatures below.

SIGNATURE PAGE FOLLOWS

ARTICLE XLVIII SIGNATURES

IN WITNESS WHEREOF, COUNTY and CONSULTANT have executed this AGREEMENT on the dates set forth below. By their signatures below, each signatory represents that they have the authority to execute this AGREEMENT and to bind the PARTY on whose behalf their execution is made.

COUNTY OF SHASTA

Date: _____

 PATRICK JONES, CHAIR
 Board of Supervisors
 County of Shasta
 State of California

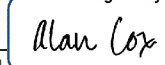
ATTEST:

DAVID J. RICKERT
 Clerk of the Board of Supervisors

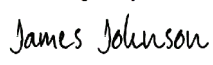
By: _____
 Deputy

Approved as to form:


MATTHEW M. MCOMBER
 Acting County Counsel

By:  09/25/2023 | 9:28 AM PDT
 DocuSigned by:
 Alan Cox
 9CBA0F4332224BB...
 Senior Deputy County Counsel

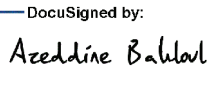
RISK MANAGEMENT APPROVAL

By:  25/2023 | 8:14 AM PDT
 DocuSigned by:
 James Johnson
 0DBC25FD751A456...
 Risk Management Analyst III

CONSULTANT*CGI Technical Services, Inc.*

By:  _____
 DocuSigned by:
 Cliff Curry
 A70A7A1BB2D24B5...

Print Name: Clifford D. CurryTitle: CEO, CFODate: 09/22/2023 | 3:39 PM PDTTax I.D.#: 68-0426408

By:  _____
 DocuSigned by:
 Azeddine Bahloul
 524186D370F644D...

Print Name: Azeddine BahloulTitle: Vice PresidentDate: 09/22/2023 | 5:40 PM PDT

EXHIBIT A

SCHEDULE OF SERVICES AND FEES

MANAGER/LABORATORY/FIELD TECHNICIAN

CONSULTANT will provide experienced and certified technicians, on site and in the laboratory, to perform required tests, inspections, and necessary sampling. Project/Laboratory Manager classification is applicable only to CONSULTANT's participation in meetings or as needed to provide expert consultation, both as requested by COUNTY only.

See Notes Pg 14		Description	Unit Cost	Turnaround
1.	Project /Laboratory Manager		<u>\$ 140.00</u> /hour	N/A
2.	Laboratory Technician (for tests or services not listed below)		<u>\$ 75.00</u> /hour	N/A
3.	Field Technician Hourly Rate (FTHR) with Vehicle Properly Equipped to Perform Required Field Tests and Inspections.		<u>\$ 104.00</u> /hour	N/A
4.	Travel Time		<u>\$ 75.00</u> /hour	N/A
5.	Mileage		<u>*</u> /mile	N/A

EXHIBIT A

SCHEDULE OF SERVICES AND FEES

MATERIALS TESTING

CONSULTANT's laboratory shall contain certified test equipment in good working order calibrated at least once per year in accordance with applicable industry standards.

SOILS, AGGREGATES, COMPRESSIVE STRENGTH, MOISTURE

See Notes Pg 14	Description	Unit Cost	Turnaround
6.	California Test 202 Sieve Analysis of Fine and Coarse Aggregates	<u>\$ 200.00</u> each	1 day
7.	California Test 204 Liquid Limit, Plastic Limit, and Plasticity Index of Soils	<u>\$ 200.00</u> each	2 days
8.	California Test 205 Percentage of Crushed Particles	<u>\$ 150.00</u> each	1 day
9.	California Test 206 Specific Gravity and Absorption of Coarse Aggregate	<u>\$ 225.00</u> each	1 day
10.	California Test 207 Specific gravity and Absorption of Fine Aggregate	<u>\$ 250.00</u> each	1 day
11.	California Test 208 Apparent Specific Gravity of Fine Aggregates	<u>\$ 175.00</u> each	1 day
12.	California Test 209 Specific gravity of Soils	<u>\$ 225.00</u> each	1 day
13.	California Test 211 Abrasion of Coarse Aggregates using Los Angeles Rattler	<u>\$ 300.00</u> each	1 day
14.	California Test 212 Unit Weight of Aggregate	<u>\$ 150.00</u> /set	1 day
15.	California Test 213 Organic Impurities in Concrete Sand	<u>\$ 125.00</u> each	1 day
16.	California Test 214 Soundness of Aggregates by Use of Sodium Sulfate	<u>\$ 170.00</u> each	1 day

EXHIBIT A

SCHEDULE OF SERVICES AND FEES

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SOILS, AGGREGATES, COMPRESSIVE STRENGTH, MOISTURE

See Notes Pg 14	Description	Unit Cost	Turnaround
17. California Test 216	Relative Compaction of Soils and Aggregates	<u>FTHR</u> /hour	1 day
18. California Test 217	Sand Equivalent	<u>\$ 125.00</u> each	1 day
19. California Test 223	Surface Moisture in Concrete Aggregates by the Displacement Method (Field Method)	<u>FTHR</u> /hour	4 hours
20. California Test 224	Bulk Specific Gravity (S.S.D.) of Coarse Aggregate By the Displacement Method (Field Method)	<u>FTHR</u> /hour	4 hours
21. California Test 225	Bulk Specific Gravity (S.S.D.) of Fine Aggregate By the Displacement Method (Field Method)	<u>FTHR</u> /hour	4 hours
22. California Test 226	Moisture Content of Soils and Aggregates By Oven Drying	<u>\$ 30.00</u> each	1 day
23. California Test 227	Evaluating Cleanness of Coarse Aggregate	<u>\$ 130.00</u> each	1 day
24. California Test 229	Durability Index	<u>\$ 150.00</u> each	1 day
25. California Test 231	Relative Compaction of Untreated and Treated Soils and Aggregates Using Nuclear Gage	<u>FTHR</u> /hour	1 day
26. California Test 233	Ascertaining the Homogeneity of Concrete In Cast-In-Drilled-Hole Piles Using the Gamma-Gamma Test Method	<u>N/A</u> each	2 days

EXHIBIT A

SCHEDULE OF SERVICES AND FEES

MATERIALS TESTING

CONSULTANT's laboratory shall contain certified test equipment in good working order calibrated at least once per year in accordance with applicable industry standards.

SOILS, AGGREGATES, COMPRESSIVE STRENGTH, MOISTURE

See Notes Pg 14	Description	Unit Cost	Turnaround
27.	AASHTO T27 Aggregate Gradation	<u>\$ 200.00</u> each	1 days
28.	AASHTO T 304, Method A Fine Aggregate Angularity	<u>\$ 140.00</u> each	1 day
29.	ASTM D422 / AASHTO T88 Particle Size, Analysis (Hydrometer)	<u>\$ 325.00</u> each	1 day
30.	ASTM D854 Specific Gravity of Soils	<u>\$ 225.00</u> each	1 day
31.	ASTM 1557 Laboratory Compaction, Modified effort	<u>\$ 310.00</u> each	1 day
32.	ASTM D1556 Density by Sand Cone	<u>FTHR</u> /hour	1 day
33.	ASTM D2216 Moisture Content	<u>\$ 30.00</u> each	1 day
34.	ASTM D4318 Plasticity Index, Liquid Limit and Plastic Limit	<u>\$ 200.00</u> each	2 day
35.	ASTM D4791 Flat and Elongated Particles	<u>\$ 200.00</u> each	1 day
36.	ASTM D5821 Percentage of Fractured Particles in Coarse Aggregate	<u>\$ 150.00</u> each	1 day
37.	ASTM D6938 Nuclear Gage Compaction	<u>FTHR</u> /hour	1 day

EXHIBIT A

SCHEDULE OF SERVICES AND FEES

MATERIALS TESTING

CONSULTANT's laboratory shall contain certified test equipment in good working order calibrated at least once per year in accordance with applicable industry standards.

R-VALUES, BITUMINOUS MIXTURERS, ASPHALT CONCRETE

See Notes Pg 14	Description	Unit Cost	Turnaround
38.	California Test 301 Resistance "R" Value of Treated and Untreated Bases, Subbases, and Basement Soils by the Stabilometer	\$ 425.00 each	4 days
39.	California Test 302 Film Stripping	\$ 275.00 each	1 day
40.	California Test 308 Bulk Specific Gravity and Density of Compacted Hot Mix Asphalt (HMA)	\$ 40.00 each	2 days
41.	California Test 309 Theoretical Maximum Specific Gravity and Density of Hot Mix Asphalt (HMA)	\$ 175.00 each	2 days
42.	California Test 310 Asphalt and Moisture Contents of Bituminous Mixtures by Hot Solvent Extraction	\$ 425.00 each	2 days
43.	California Test 312 Design and Testing of Classes "A" and "B" Cement Treated Bases	\$ 1,750.00 each	4 days
44.	California Test 331 Residue by Evaporation of Latex Modified Asphalt	\$ 150.00 each	2 days
45.	California Test 332 Recovery from Deformation of Latex Modified Asphalt Emulsion Residue	\$ 390.00 each	2 days
46.	California Test 338 Cement or Lime Content in Treated Aggregate by the Titration Method	N/A each	4 days

EXHIBIT A

SCHEDULE OF SERVICES AND FEES

MATERIALS TESTING

CONSULTANT's laboratory shall contain certified test equipment in good working order calibrated at least once per year in accordance with applicable industry standards.

R-VALUES, BITUMINOUS MIXTURERS, ASPHALT CONCRETE

See Notes Pg 14	Description	Unit Cost	Turnaround
47. California Test 339	Field Test for the Determination of Distributor Spread Rate	<u>FTHR</u> /hour	4 hours
48. California Test 371	Tensile Strength Ratio	<u>\$ 975.00</u> each	3 days
49. California Test 375	In-place Density and Relative compaction of Hot Mix Asphalt	<u>FTHR</u> /hour	4 hours
50. California Test 384	Gradation for HMA using up to 25% RAP	<u>\$ 275.00</u> each	2 days
51. California Test 401	Latex Concentration in Asphalt Emulsions	<u>N/A</u> each	2 day
52. AASHTO R28	Pressure Aging Vessel	<u>\$ 165.00</u> each	2 days
53. AASHTO T27	Sieve Analysis of Fine and Coarse Aggregates	<u>\$ 200.00</u> each	1 day
54. AASHTO T44	Solubility	<u>\$ 170.00</u> each	2 days
55. AASHTO T48	Flash Point	<u>\$ 145.00</u> each	2 days
56. AASHTO T49	Penetration of Bituminous Materials	<u>\$ 120.00</u> each	2 days
57. AASHTO T51	Ductility	<u>\$ 150.00</u> each	2 days

EXHIBIT A

SCHEDULE OF SERVICES AND FEES

MATERIALS TESTING

CONSULTANT's laboratory shall contain certified test equipment in good working order calibrated at least once per year in accordance with applicable industry standards.

R-VALUES, BITUMINOUS MIXTURERS, ASPHALT CONCRETE

See Notes Pg 14	Description	Unit Cost	Turnaround
58.	AASHTO T59 Test for Emulsified Asphalts	<u>Quoted per Job</u>	2 days
59.	AASHTO T96 Abrasion of Coarse Aggregates using Los Angeles Rattler	<u>\$ 300.00</u> each	1 day
60.	AASHTO T176 Sand Equivalent	<u>\$ 125.00</u> each	1 day
61.	AASHTO T164 / ASTM D1856 Binder Recovery	<u>\$ 450.00</u> each	2 days
62.	AASHTO T209 Theoretical Maximum Density	<u>\$ 175.00</u> each	1 day
63.	AASHTO T240 Rolling thin Film Oven	<u>\$ 200.00</u> each	2 days
64.	AASHTO T255 Moisture Content	<u>\$ 30.00</u> each	2 days
65.	AASHTO T269 Air Void Content	<u>\$ 1,075.00</u> each	1 day
66.	AASHTO T283 Moisture Susceptibility	<u>\$ 975.00</u> each	2 days
67.	AASHTO T301 Elastic Recovery	<u>\$ 150.00</u> each	2 days
68.	AASHTO T308 Method A Asphalt Binder Content of Bituminous Paving	<u>\$ 200.00</u> each	1 day
69.	AASHTO T313 Creep Stiffness	<u>\$ 205.00</u> each	2 days

EXHIBIT A

SCHEDULE OF SERVICES AND FEES

MATERIALS TESTING

CONSULTANT's laboratory shall contain certified test equipment in good working order calibrated at least once per year in accordance with applicable industry standards.

R-VALUES, BITUMINOUS MIXTURERS, ASPHALT CONCRETE

See Notes Pg 14	Description	Unit Cost	Turnaround
70.	AASHTO T315 Dynamic Shear	\$ 205.00 each	2 days
71.	AASHTO T316 viscosity	\$ 120.00 each	2 days
72.	AASHTO T324 M Hamburg Wheel	\$ 975.00 each	2 days
73.	AASHTO T329 Moisture Content of Bituminous Mixtures	\$ 30.00 each	1 day
74.	AASHTO T335 Percentage of Crushed Particles	\$ 150.00 each	2 days
75.	ASTM D92 Asphalt Modifier Flashpoint, Cleveland Open Cup	\$ 140.00 each	2 days
76.	ASTM D244 Standard Test Methods and Practices for Emulsified Asphalts	<u>Quoted per Job</u>	2 days
77.	ASTM D297 Crumb Rubber Modifier Rubber Content	<u>N/A</u> each	2 days
78.	ASTM D445 Asphalt Modifier Viscosity	\$ 120.00 each	2 days
79.	ASTM D2007 Asphalt Modifier Molecular Analysis	\$ 960.00 each	2 days
80.	ASTM D2171 Viscosity of Asphalts by VCV	\$ 120.00 each	2 days

EXHIBIT A

SCHEDULE OF SERVICES AND FEES

MATERIALS TESTING

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R-VALUES, BITUMINOUS MIXTURERS, ASPHALT CONCRETE

See Notes Pg 14	Description	Unit Cost	Turnaround
81.	ASTM D2172 M Quantitative Extraction of Bitumen from Bituminous Paving Mixtures	\$ 425.00 each	1 day
82.	ASTM D3723 Ash Content	\$ 140.00 each	2 days
83.	ASTM D7741 Asphalt Rubber Binder Viscosity	\$ 120.00 each	2 days
84.	Standard Specifications, Section 92 Tack Coat, Asphaltic Emulsion	<u>Quoted per Job</u>	2 days
85.	Standard Specifications, Section 92 Tack Coat, Asphalt Binder	\$ 1,150.00 each	2 days
86.	Standard Specifications, Section 92 Asphalt Binder Properties	\$ 1,150.00 each	2 days
87.	SP-2 Asphalt Mixture Volumetric Dust Proportion	\$ 375.00 each	2 days
88.	SP-2 Asphalt Mixture Volumetric Voids in Mineral Aggregate	\$ 1,250.00 each	2 days
89.	ISSA TB- 100 Wet Track Absorption	\$ 210.00 each	2 days
90.	ISSA TB- 106 Slurry Seal Consistency	\$ 110.00 each	2 days
91.	ISSA TB- 109 Excess Asphalt	<u>Quoted per Job</u>	2 days

EXHIBIT A

SCHEDULE OF SERVICES AND FEES

MATERIALS TESTING

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R-VALUES, BITUMINOUS MIXTURERS, ASPHALT CONCRETE

See Notes Pg 14	Description	Unit Cost	Turnaround
92. ISSA TB- 113		<u>N/A</u> each	2 days
	Mix time @ 77 Degrees F		
93. ISSA TB- 114		<u>N/A</u> each	2 days
	Wet Stripping		
94. ISSA TB- 115		<u>N/A</u> each	2 days
	Compatibility		
95. ISSA TB- 139		<u>N/A</u> each	2 days
	Cohesion		

EXHIBIT A

SCHEDULE OF SERVICES AND FEES

MATERIALS TESTING

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CEMENT TREATED BASES, LIME, CHLORIDE CONTENT

See Notes Pg 14	Description	Unit Cost	Turnaround
96.	California Test 405 Chemical Analysis of Water	<u>\$ 230.00</u> each	1 day
97.	California Test 415 Chloride Content in Organic Additives for Portland Cement Concrete	<u>\$ 230.00</u> each	1 day
98.	California Test 422 Testing Soils and Water for Chloride Content	<u>\$ 240.00</u> each	1 day
99.	California Test 424 Testing Conductivity of Soils and Water	<u>\$ 165.00</u> each	2 days

EXHIBIT A

SCHEDULE OF SERVICES AND FEES

MATERIALS TESTING

CONSULTANT's laboratory shall contain certified test equipment in good working order calibrated at least once per year in accordance with applicable industry standards.

CONCRETE, FREEZE-THAW, ADMIXTURES

See Notes Pg 14	Description	Unit Cost	Turnaround
100 California Test 504	Air Content of Freshly Mixed Concrete by the Pressure Method	<u>FTHR</u> /hour	1 hour
101 California Test 515	Relative Mortar Strength of Portland Cement Concrete Sand	<u>\$ 650.00</u> each	1 day
102 California Test 518	Unit Weight of Fresh Concrete Including Yield	<u>FTHR</u> /hour	1 hour
103 California Test 521	Concrete Cylinder Compression Test	<u>\$ 100.00</u> /set of 4	**
104 California Test 523	Flexural Strength of Concrete	<u>\$ 125.00</u> each	3 days
105 California Test 528	Freeze-Thaw Resistance of Aggregates in Air-Entrained Concrete	<u>N/A</u> each	3 days
106 California Test 529	Proportions of Coarse Aggregate in Fresh Concrete	<u>FTHR</u> /hour	1 hour
107 California Test 530 / ASTM C157	Effect of Water-Reducing and Set-Retarding Admixtures on the Drying Shrinkage of Concrete	<u>N/A</u> each	3 days
108 California Test 533	Ball Penetration in Fresh Portland Cement Concrete	<u>FTHR</u> /hour	1 hour
109 California Test 537	Drying Shrinkage of Light Weight Concrete	<u>\$ 825.00</u> each	2 days

EXHIBIT A

SCHEDULE OF SERVICES AND FEES

MATERIALS TESTING

CONSULTANT's laboratory shall contain certified test equipment in good working order calibrated at least once per year in accordance with applicable industry standards.

CONCRETE, FREEZE-THAW, ADMIXTURES

See Notes Pg 14	Description	Unit Cost	Turnaround
110 California Test 539	Sampling Fresh Concrete	<u>FTHR</u> /hour	1 hour
111 California Test 540	Making, Handling and Storing Concrete Cylinders in the Field	<u>FTHR</u> /hour	1 hour
112 California Test 541	Flow of Grout Mixtures (Flow Cone Method)	<u>FTHR</u> /hour	1 hour
113 California Test 547	Operation of Bridge Profilograph and Evaluation of Profiles	<u>FTHR</u> /hour	1 day
114 California Test 548	Evaluation of Aggregate for Lean Concrete Base (LCB)	<u>\$ 1,380.00</u> each	3 days
115 California Test 549	Prequalification of Concrete Aggregates	<u>\$ 2,700.00</u> each	2 days
116 California Test 556	Slump of Fresh Portland Cement	<u>FTHR</u> /hour	1 hour
117 ASTM C31/31M	Air Content	<u>FTHR</u> /hour	1 hour
118 ASTM C173/C173M	Air Content	<u>FTHR</u> /hour	1 hour
119 ASTM C143	Slump	<u>FTHR</u> /hour	1 hour
120 ASTM C260	Air Entraining Properties, Chloride Identification	<u>N/A</u> each	7 days
121 ASTM C494	Water Reducers, Set Retarders, Chloride Identification	<u>N/A</u> each	7 days
122 ASTM C109	Masonry Grout/Mortar	<u>\$ 50.00</u> each	2 days

EXHIBIT A

SCHEDULE OF SERVICES AND FEES

MATERIALS TESTING

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REFLECTORS, WIRE, TRAFFIC SIGNALS, STEEL, TENSILE STRENGTH

See Notes Pg 14	Description	Unit Cost	Turnaround
123	California Test 643 Resistivity and pH Measurements for Soil and Water	<u>\$ 210.00</u> each	1 day
124	California Test 670 Mechanical and Welded Reinforcing Steel Splices	<u>\$ 225.00</u> each	2 days

OTHER

Description	Unit Cost	Turnaround
125 Structural Concrete Mix Design Review	<u>\$ 150.00</u> each	2 days
126 Asphalt Concrete Mix Design Review	<u>\$ 150.00</u> each	2 days
127 Compression Test, 8"x8"x16" CMU Prism or Smaller	<u>\$ 225.00</u> each	**
128 Percolation Rate of Soils Using 12" Diameter Hole (Excluding I.D. Trenches)	<u>N/A</u> each	5 days
129 Percolation Rate of Soils Using 6" Diameter Hole (Excluding I.D. Trenches)	<u>N/A</u> each	5 days

NOTES

* Mileage will be paid at the current IRS business mileage rate at time of travel.

** Turnaround time is the day following the scheduled day for cylinder or CMU break.

County may request additional tests not included. If additional test are requested, Consultant must provide a written quote to the County and wait for County's approval before proceeding with test.

Test with FTHR designation for unit cost will be paid for under the Field Technician hourly rate while on the project site location.

N/A - Not applicable or test can be performed using outside resource. The need for these tests is unforeseeable.