

Agreement No. _____

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND Arup US, Inc.

This Agreement is entered into this Tuesday, May 19, 2026, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Arup US, Inc., hereinafter called "Contractor."

* * *

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of the San Mateo County Transportation Infrastructure Adaptation and Resilience Improvement Plan.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A – Services

Exhibit B – Payments and Rates

Attachment I – § 504 Compliance

Attachment M – Mandatory Paper Product Procurement Requirements

Attachment R – Restricted Grant Agreement Additional Contractor Requirements, provided that such incorporation is limited solely to the extent such terms explicitly apply to Contractor's scope of services.

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed Five hundred fourteen thousand nine hundred and fifty-eight dollars (\$514,958.00). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from Tuesday, May 19, 2026 through Friday, May 18, 2029.

5. Termination

This Agreement may be terminated by Contractor or by the Director or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

6. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. Relationship to Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;
- (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or
- (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

1. Intellectual Property Indemnification

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County

without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

9. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

10. Insurance

10.1. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

10.2. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

10.3. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

(a) Comprehensive General Liability..... \$1,000,000 , (b) Motor Vehicle Liability Insurance..... \$1,000,000 , (c) Professional Liability..... \$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

11. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, regulations, and executive orders, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance, as well as any required economic or other sanctions imposed by the United States government or under state law in effect during the term of the Agreement. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law, regulation, or executive order, the requirements of the applicable law, regulation, or executive order will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

12. Levine Act Compliance

The Contractor certifies and warrants that Contractor has fully complied, and will remain in full compliance, with all applicable requirements of the Levine Act in connection with this Agreement, including making any required disclosures of campaign contributions to County Officers, which includes but may not be limited to elected County Officers. Elected County Officers include members of the San Mateo County Board of Supervisors, as well as the Assessor-County Clerk-Recorder, Controller, Coroner, District Attorney, Sheriff, and Tax Collector-Treasurer. Any campaign contribution required to be disclosed under the Levine Act in connection with this Agreement shall be disclosed on the disclosure form provided by the County of San Mateo Levine Act Disclosure Form, a copy of which is available from the County upon request.

13. Non-Discrimination and Other Requirements

13.1. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

13.2. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

13.3. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

13.4. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

13.5. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

13.6. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

13.7. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Executive Officer the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Executive Officer, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Executive Officer.

To effectuate the provisions of this Section, the County Executive Officer shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

13.8. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

14. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply unless this Agreement's total value listed in the Section titled "Payments", exceeds two-hundred thousand dollars (\$200,000); Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

15. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

16. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

17. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

18. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Alex Zhang/Senior Civil Engineer
Address: 555 County Center, Redwood City, CA, 94063
Telephone: (650) 599-1411
Email: azhang@smcgov.org

In the case of Contractor, to:

Name/Title: Brooke DuBose/Associate Principal
Address: 560 Mission Street, Suite 700, San Francisco, CA 94105
Telephone: 415-957-9445
Email: brooke.dubose@arup.com

19. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

20. Reimbursable Travel Expenses

To the extent that this Agreement authorizes reimbursements to Contractor for travel, lodging, and other related expenses as defined in this section, the Contractor must comply with all the terms of this section in order to be reimbursed for travel.

- A. Estimated travel expenses must be submitted to authorized County personnel for advanced written authorization before such expenses are incurred. Significant differences between estimated and actual travel expenses may be grounds for denial of full reimbursement of actual travel expenses.

- B. Itemized receipts (copies accepted) for all reimbursable travel expenses are required to be provided as supporting documentation with all invoices submitted to the County.
- C. Unless otherwise specified in this section, the County will reimburse Contractor for reimbursable travel expenses for days when services were provided to the County. Contractor must substantiate in writing to the County the actual services rendered and the specific dates. The County will reimburse for travel at 75% of the maximum reimbursement amount for the actual costs of meals and incidental expenses on the day preceding and/or the day following days when services were provided to the County, provided that such reimbursement is reasonable, in light of travel time and other relevant factors, and is approved in writing by authorized County personnel.
- D. Unless otherwise specified within the contract, reimbursable travel expenses shall not include Local Travel. "Local Travel" means travel entirely within a fifty-mile radius of the Contractor's office and travel entirely within a fifty-mile radius of San Mateo County. Any mileage reimbursements for a Contractor's use of a personal car for reimbursable travel shall be reimbursed based on the Federal mileage reimbursement rate.
- E. The maximum reimbursement amount for the actual lodging, meal and incidental expenses is limited to the then-current Continental United States ("CONUS") rate for the location of the work being done (i.e., Redwood City for work done in Redwood City, San Mateo for work done at San Mateo Medical Center) as set forth in the Code of Federal Regulations and as listed by the website of the U.S. General Services Administration (available online at <http://www.gsa.gov/portal/content/104877> or by searching www.gsa.gov for the term 'CONUS'). County policy limits the reimbursement of lodging in designated high cost of living metropolitan areas to a maximum of double the then-current CONUS rate; for work being done outside of a designated high cost of living metropolitan area, the maximum reimbursement amount for lodging is the then-current CONUS rate.
- F. The maximum reimbursement amount for the actual cost of airfare shall be limited to fares for Economy Class or below. Air travel fares will not be reimbursed for first class, business class, "economy-plus," or other such classes. Reimbursable car rental rates are restricted to the mid-level size range or below (i.e. standard size, intermediate, compact, or subcompact); costs for specialty, luxury, premium, SUV, or similar category vehicles are not reimbursable. Reimbursable ride-shares are restricted to standard or basic size vehicles (i.e., non-premium vehicles unless it results in a cost-saving to the County). Exceptions may be allowed under certain circumstances, such as unavailability of the foregoing options, with written approval from authorized County personnel. Other related travel expenses such as taxi fares, ride-shares, parking costs, train or subway costs, etc. shall be reimbursable on an actual-cost basis. Reimbursement of tips for taxi fare, or ride-share are limited to no more than 15% of the fare amount.
- G. Travel-related expenses are limited to: airfare, lodging, car rental, taxi/ride-share plus tips, tolls, incidentals (e.g. porters, baggage carriers or hotel staff), breakfast, lunch, dinner, mileage reimbursement based on Federal reimbursement rate. The County will not reimburse for alcohol.
- H. Reimbursement of tips are limited to no more than 15 percent. Non-reimbursement items (i.e., alcohol) shall be excluded when calculating the amount of the tip that is reimbursable.

21. Prevailing Wage

When applicable, Contractor hereby agrees to pay not less than prevailing rates of wages and be responsible for compliance with all the provisions of the California Labor Code, Article 2- Wages, Chapter 1, Part 7, Division 2, Section 1770 et seq. A copy of the prevailing wage scale established by the Department of Industrial Relations is on file in the office of the Director of Public Works, and available at www.dir.ca.gov/DLSR or by phone at 415-703-4774. California Labor Code Section 1776(a) requires each contractor and subcontractor keep accurate payroll records of trades workers on all public works projects and to submit copies of certified payroll records upon request.

Additionally,

- No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations

22. Intellectual Property

22.1. Intellectual Property Rights

1. The County of San Mateo ("County"), shall and does own all titles, rights and interests in all Work Products created by Contractor and its subcontractors (collectively "Vendors") for the County under this Agreement. Contractor may not sell, transfer, or permit the use of any Work Products without the express written consent of the County.

2. "Work Products" are defined as all materials, tangible or not, created in whatever medium pursuant to this Agreement, including without limitation publications, promotional or educational materials, reports, manuals, specifications, drawings and sketches, computer programs, software and databases, schematics, marks, logos, graphic designs, notes, matters and combinations thereof, and all forms of intellectual property.

3. Contractor shall not dispute or contest, directly or indirectly, the County's exclusive right and title to the Work Products nor the validity of the intellectual property embodied therein. Contractor hereby assigns, and if later required by the County, shall assign to the County all titles, rights and interests in all Work Products. Contractor shall cooperate and cause subcontractors to cooperate in perfecting County's titles, rights or interests in any Work Product, including prompt execution of documents as presented by the County.

4. To the extent any of the Work Products may be protected by U.S. Copyright laws, Parties agree that the County commissions Vendors to create the copyrightable Work Products, which are intended to be work-made-for-hire for the sole benefit of the County and the copyright of which is vested in the County.

5. In the event that the title, rights, and/or interests in any Work Products are deemed not to be “work-made-for-hire” or not owned by the County, Contractor hereby assigns and shall require all persons performing work pursuant to this Agreement, including its subcontractors, to assign to the County all titles, rights, interests, and/or copyrights in such Work Product. Should such assignment and/or transfer become necessary or if at any time the County requests cooperation of Contractor to perfect the County’s titles, rights or interests in any Work Product, Contractor agrees to promptly execute and to obtain execution of any documents (including assignments) required to perfect the titles, rights, and interests of the County in the Work Products with no additional charges to the County beyond that identified in this Agreement or subsequent change orders. The County, however, shall pay all filing fees required for the assignment, transfer, recording, and/or application.

6. Contractor agrees that before commencement of any subcontract work it will incorporate this **SECTION** to contractually bind or otherwise oblige its subcontractors and personnel performing work under this Agreement such that the County’s titles, rights, and interests in Work Products are preserved and protected as intended herein.

23. SB1383

23.1. Mandatory Paper Product Procurement Requirements

Contractor hereby certifies that they will satisfy the following requirements:

SB 1383 Compliant Invoicing and Record-Keeping

A. Contracts for products: With each purchase order, Contractor shall provide an invoice that details the paper products purchased by product description (i.e., brand, product, and/or model numbers), quantity, unit price, and total price to the County Department or Agency that submits the order.

B. Contracts for services: If the County purchases or is supplied with paper products from Contractor through an agreement for services, Contractor shall provide an invoice, at least quarterly, that details the paper products provided to the County by product description (i.e., brand, product, and/or model numbers), quantity, unit price, and total price.

SB 1383 Compliant Paper Products

A. All paper products offered, sold, or provided to the County pursuant to this Agreement shall conform to the following:

i. Paper products must consist of at least the minimum recycled content, by weight, post-consumer fiber per the table below:

Product Category	Product Type	Minimum Recycled Content
Office supplies	File folders, envelopes, index cards, cartons, wrapping, packaging, corrugated boxes	30%
Writing and printing papers	Copy, xerographic, watermark, cotton fiber, offset, note pads, printer, other uncoated writing papers	
Printed materials	Calendars, brochures, reports, magazines, publications, posters, newsprint, book paper, forms	
Janitorial supplies	Toilet paper	45%
	Paper towels, general purpose paper wipers	40%
	Toilet seat covers, facial tissue	30%
Foodware	Napkins, plates, bowls, cups, food trays, takeout boxes, placemats, etc.	40%
Other	All other paper products	30%

ii. Products shall be eligible for an unqualified recyclable label as defined in the Code of Federal Regulations Title 16, Section 260.12 unless eligibility is unable to be determined due to lack of information required to make the determination. A product is eligible to be labelled with an unqualified recyclable label if recycling facilities are available to a substantial majority (at least 60 percent) of consumers or communities where the item is sold, and the entire product, excluding minor incidental components, is recyclable.

B. Paper products that do not meet the minimum recycled-content standard may be offered, sold, or provided to the County if comparable recycled-content products are not available at the same cost or within a 10% price preference compared to non-recycled product alternatives, or if the recycled-content products are not of the same fitness or quality as the non-recycled products.

C. Whenever possible, Contractor shall set ordering controls to ensure County personnel order compliant products that meet the requirements of this agreement.

Approved SB 1383 Compliant Paper Products

Contractor shall complete the following table with information on all paper products offered, sold, or provided to the County pursuant to this Agreement that meet the post-

Approved Non-Compliant Paper Products

Contractor shall identify all paper products offered, sold, or provided to the County pursuant to this Agreement that do not meet either or both of the post-consumer recycled content or unqualified recyclable label requirement set forth herein by completing the table below. Add additional rows as needed.

Products not included in this table at the signing of this Agreement may be offered, sold, or provided to the County if written approval to do so is provided by the County contract administrator or County employee identified in the Notice section of the Agreement.

Contractor shall further inform the County, through the County contract administrator or County employee identified in the Notice section of the Agreement, when compliant products are available to replace Approved Non-Compliant Paper Products.

Approved Non-Compliant Paper Products

Product, Product Category, or Services	Detailed Item Description	Minimum or Exact Percentage of Post Consumer Recycled Fiber Content	Eligible for an Unqualified Recyclable Label (Yes/No/Unable to determine due to limited information)
<i>Example: Food Service Ware Paper Cups</i>		<i>10% post-consumer</i>	<i>Unable to determine due to limited information</i>

Contractor Explanation for Approved Non-Compliant Paper Products

Contractor shall provide an explanation and/or supporting documentation for the offering of all Approved Non-Compliant Paper Products listed above that do not meet the post-consumer recycled content or unqualified recyclable label requirements set forth herein. Explanations may include, but are not limited to, documenting limited or non-existent market availability, inadequate fitness or quality, or recycled products not being available for the same or less total cost of non-recycled products.

Contractor Explanation for Non-Compliant Paper Products

Example: Paper Cups offered because 30% post-consumer content alternative products are only available at a higher total cost.

County reserves the right to request additional information or an additional paper procurement reporting form if this attachment is found to be incomplete. More information on the County's paper procurement policy can be found here:

<https://www.smcsustainability.org/sb1383procurementcompliance>

I agree to the terms of this attachment and certify that the above information is correct to the best of my knowledge.

Signature:

Name:

Date:

24. Rehabilitation Act of 1973

Refer to the attachment required to be completed by the Contractor.

25. Restricted Grant Agreement

Refer to the attachment for additional Contractor requirements by the State's Restricted Grant Agreement. To the extent that the Restricted Grant Agreement imposes obligations on the County and its sub-recipients, contractors, and/or subcontractors, such obligations shall be deemed to be imposed upon the Contractor under this Agreement. The Contractor and its subcontractors agree to comply with all applicable terms, conditions, and requirements of the Restricted Grant Agreement.

SIGNATURE PAGE TO FOLLOW

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: Arup US, Inc.

Brooke DuBose

Contractor Signature

5/7/2026

Date

Brooke DuBose

Contractor Name (please print)

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

Exhibit A
Services

Exhibit A

Scope of Work

Task 1: Existing Conditions

Project Inception and Kick-Off

The Arup team will hold a project inception kick-off with San Mateo County upon award to set expectations for the work ahead. Arup's Project Director and Project Manager will lead this effort.

Existing Conditions Data Review and Summary

Arup will begin with a focused review of existing plans, policies, and data relevant to San Mateo County for the San Mateo County Transportation Infrastructure Adaptation and Resilience Improvement Plan (TIA-RIP). The goal of this task will be to focus on information most applicable to the impacts of climate hazards, such as sea level rise, landslides, flooding, and wildfire, on the transportation system in San Mateo County, focused on unincorporated areas. The study will take into account existing conditions as well as their projections for 2050- and 2080-time horizons, to account for impacts over the life cycles of transportation assets.

The primary data reviewed in this study will be the 14 documents stated within the RFP. Arup will also identify and review relevant and readily available data, local studies, and plans that provide more insight on potential adaptation strategies and interventions.

Task 2: Stakeholder & Public Engagement

The stakeholder and public engagement approach will align with the following phases:

- Engagement planning: Develop engagement plan, identify CBOs and stakeholders.
- Phase 1: Kick off, educate, and understand concerns and existing conditions.
- Phase 2: Gather input on technical findings and prioritize projects.
- Phase 3: Publish and gather input on draft project priorities.
- Engagement reporting: Documentation and report back.

Public Engagement Plan

The Arup team will lead the development of the public engagement plan and stakeholder list, incorporating learnings from interviews with community stakeholders from the county sub-regions such as urban, open space, coastal, Tribal, and agricultural. The Arup team will deliver the following:

- **Contact List, Engagement Tracker:** Develop and maintain a contact list and engagement tracker to report on outreach, comments, and contacts.
- **Educational video (1):** With content inputs from the technical team, develop an evergreen educational and project primer video to kick off the project through the County and stakeholder communication channels.
- **Digital survey:** Develop a survey to gather input from a broad audience about projects prioritization.
- **Online workshops or meeting (up to 3):** Plan, strategize, develop, and facilitate the workshops, including developing content for notifications and meeting support materials. Develop the content for presentations or displays and lead translation but does not lead graphic design.

- **Engagement activities (plan a series of events; staff up to 4):** Coordinate logistics, plan, and develop materials for a series of engagement activities which could include pop-up tabling, pop-in presentations, and/or focus groups. Staff up to four events and coordinate with County staff to support other events as needed.
 - Pop-ups will be prioritized for urban unincorporated areas, and they will be most effective with the highest foot traffic in those areas.
 - Pop-ins will be prioritized for presentations in rural and coastal areas.
 - Focus groups will be organized based on advocacy interests, neighborhood associations, businesses, low-income, agricultural, open space, and local and regional agencies.
- **CBO Collaboration:** Convene a group of up to 4 CBOs to advise on best methods for engaging communities, support promotion and engagement activities.
- **Engagement Materials:** Develop public-facing project materials, that are clear, concise, and educational, at an 8th grade reading level for access and ease of translation, and where appropriate, fun and engaging. This may include a factsheet, FAQs and key messaging, project glossary for technical terms, workshop activity boards.
- **Promotional materials:** Develop comprehensive promotions plans for each round of engagement and includes not just the timeline, but also draft copy text and visuals and tracking mechanisms to help estimate the reach that conducted promotions have. This includes social media and website communication channels.

Documentation and Public Engagement Summary

The Arup team will track input from all engagement activities through after-activity reports and survey data reports. At the end of the project, the Arup team will lead development of the engagement report including an outline, draft, and final.

Deliverables

- Engagement plan
- Event plans, agendas, materials, and after-activity reports for engagement activities
- Engagement community materials and collateral
- Engagement summary report

Task 3: Develop Project Framework

Arup will develop a methodology for identifying projects for transportation resilience to include potential measures, evaluation criteria, and priority short-term and long projects. An outline of the components of the framework is provided below.

Develop Mitigation Interventions

The methodology will include developing a draft list of adaptation/mitigation interventions tailored to the specific climate risks facing San Mateo County’s transportation system. These solutions may be organized using a “protect, accommodate, or retreat” framework.

A list of interventions typologies to address the identified impacts to the transportation system will be prepared, and will consider:

- their mitigation value for reducing risks to the transportation system (e.g., roads, bridges, public transit, bikeways)

- short- and long-term strategies for implementation
- co-benefits of measures

Develop Project Prioritization Criteria

To guide the selection of top-priority projects, Arup, in consultation with the County, will develop a set of criteria to evaluate the preliminary project list. This framework will consider aspects such as:

- The severity and likelihood of transportation-related impacts
- The availability and feasibility of effective adaptation solutions
- Enhancement of planned projects, or complementing under resourced projects
- The potential for co-benefits, such as advancing equity, addressing multiple hazards, or supporting local ecological and economic goals
- Alignment with other County and other agency priorities

The scoring approach will help identify projects that offer the greatest impact and value.

The information for the sub-tasks above will be detailed in a Word document for use in subsequent project steps.

Arup will prepare a memorandum documenting the agreed, detailed methodology to identify and rank projects.

Task 4: Prioritize Transportation Projects for Implementation

Arup will apply the methodology adopted in Task 3 to prioritize interventions. This will bring together the work of Tasks 1-3, delivering a clear direction for the County to move forward. Arup considers the approach to this Task to be in four phases.

Phase 1: Project Location List

Arup will evaluate and prioritize the full list of potential project locations. The resulting interventions list will be organized into three categories:

- **Short-term projects:** address urgent risks in priority locations or help avoid escalating maintenance costs or safety threats.
- **Medium-term projects:** address emerging risks and can be monitored for increasing urgency over the next five years.
- **Long-term projects:** Lower-priority or lower-risk projects that may be implemented beyond a five-year horizon, often requiring more extensive planning or coordination.

This structured approach will support strategic decision-making of the top 20 projects and help the County integrate the most impactful projects into local planning and capital improvement programs.

Arup will conduct site-specific adaptation ideation for each of the selected top 20 projects to define outline solutions and evaluate alternatives.

Phase 2: Project Definition

The Project Definition phase aims to define and evaluate site-specific conditions including the physical, jurisdictional, and stakeholder environment as well as potential alternatives for adaptation solutions.

This phase will align with engagement with agencies, organizations and other stakeholders (Task 2, Phase 2). This will allow the team to identify and be cognizant of real concerns, conditions and risks relevant to each project. This dialogue is intentionally sequenced, recognizing that community and stakeholder engagement will allow us to maximize opportunities where they exist, early in the design process.

Findings from this outreach will support the next assessment steps, as follows:

- **Site Characterization Assessment:** Arup will conduct a thorough desktop review of available information on site conditions including existing topographical, geotechnical, hydrological and other site information. By leveraging this existing documentation, the team will identify gaps and seek additional data to inform feasibility analysis of proposed alternatives. The findings from the desktop study will be ‘ground-proofed’ by conducting a walkover survey at each of the sites to gather site observations and identify remaining areas of uncertainty and data gaps.

The Site Characterization Assessment will focus on the key identified climate hazards and the potential cascading relationships and may include, but is not limited to, the following:

- Extreme heat: transit amenities assessment, exposed continuous pavement segments, lack of shade
- Sea level rise: projection-based determination
- Precipitation/Flooding: flood depth modeling, stormwater management modeling
- Wildfire: ecosystem health and evacuation routes
- Landslides: landslide mechanisms, magnitude/frequency, geotechnical ground conditions

This approach to the site characterization assessment will inform the choice of risk management measures for planning-level design.

- **Ownership Assessment:** Understanding who owns and governs the site is critical to identifying viable adaptation strategies. Arup will assess the jurisdictional boundaries and determine which public agencies, private entities, or other organizations need to be involved. This task will also explore regulatory constraints and potential funding sources to support implementation.
- **Stakeholder Assessment:** Arup will identify and analyze the key stakeholders who use or are impacted by the site. This includes understanding how the site is used, what concerns stakeholders may have, and whether there are any conflicts or competing interests. This insight will help ensure that proposed solutions are inclusive and responsive to community needs.
- **Solutions Optioneering:** Building on the assessments, Arup will explore a range of potential adaptation strategies. Arup will also consider whether similar efforts are

underway in the region and how existing policies or procedures could support implementation at this site.

- **Written concepts:** Using the findings from the above, Arup will prepare brief written conceptual designs for each of the top five proposed projects. These high-level narratives will include solution options, feasibility challenges and considerations, and they will serve as a foundation for the subsequent project design phases.

Phase 3: Project Alternatives

Arup will workshop up to two design alternatives for each project site with the County. These alternatives will consider approaches to addressing priority risks. Where a single clear alternative is evident, only one option will be considered.

Vetting and Refinement

The proposed intervention alternatives will be reviewed with the Advisory Committee during a virtual meeting. Feedback from this meeting will be used to refine the alternatives, ensuring alignment with community priorities, regulatory requirements, and project goals. Arup will seek feedback from the Advisory Committee/

Evaluation of Alternatives

Each alternative will be evaluated using a set of agreed-upon criteria, including:

- **Affordability:** estimated cost and potential funding pathways
- **Suitability:** alignment with site conditions and stakeholder needs
- **Effectiveness:** ability to reduce risk and enhance resilience
- **Co-benefits:** additional social, environmental, or economic benefits

This evaluation will provide a framework for decision-making beyond this project.

Selection of Preferred Alternatives

Based on the evaluation and stakeholder input, Arup will guide the selection of a preferred alternative—or a combination of alternatives—for each site. This selection will become the basis of the final phase of design and implementation planning.

Phase 4: Project Implementation Descriptions

Arup will synthesize all previous work into clear, actionable project descriptions that are ready for public viewing and integration into local planning and capital improvement processes.

Finalize Project Approach Narratives

Arup will refine and finalize the narrative descriptions for each project, clearly articulating the rationale, goals, and proposed solutions.

Based on the findings from the Site Characterization Assessment, additional data collection in the form of site surveys and investigations may be recommended to reduce uncertainties and bridge data gaps. These recommendations will inform future phases of design for selected alternatives.

Refine Visualizations

Arup will enhance the visual materials associated with each project. These may include updated renderings, diagrams, or illustrative drawings that effectively communicate the design intent and benefits of each solution.

Cost Estimates

Arup will prepare a Class 4 cost estimate, as defined by AACE International for up to 20 transportation projects during this Task. This is appropriate for a rough order of magnitude estimate and will give a -50% to +100% cost range.

Outline Implementation Strategy

For each priority project, Arup will outline a high-level implementation strategy, including:

- **Coordination Needs** – identifying additional stakeholders or agencies required for successful delivery
- **Further Analysis** – noting any recommended technical studies or assessments
- **Financial and Management Planning** – outlining potential funding sources, delivery models, and governance structures. These refinements will also support early financial planning and help identify potential funding pathways.
- **Performance Indicators** – proposing metrics to track progress and measure success
- **Timing and Phasing** – suggesting a realistic timeline for implementation, including near-term actions and long-term milestones
- **Feasibility Considerations** – identifying potential barriers and strategies to address them
- **Additional Site Surveys** – recommendations for additional data collection and site surveys

Following all phases, Arup will deliver a memorandum providing a list of priority transportation projects for implementation and briefly documenting the selection process.

Task 5: Expedite Implementation with 30% Conceptual Design

Following the selection of priority projects, Arup's Civil Engineering and Design (CE&D) team will lead technical delivery of the 30% conceptual design for each project, under the direction of the Project Management team.

The CE&D team will ensure there is continuity in approach determined across Tasks 1-4. The CE&D Lead will work with Arup's Climate Resilience Planning and Public Engagement teams to engage throughout the design process to keep project development in line with the initial objectives.

Arup will conceptualize the improvements to a 30% Concept design level, identifying potential right-of-way and utility impacts, and assessing associated costs.

Design Approach

Building from Task 4 project implementation strategies, Arup will prepare a 30% conceptual plan (approximately 50-scale) in PDF and CAD. Plans will indicate existing and proposed

conditions with conceptual line work and labels. Supporting conceptual sections will be provided as required to communicate the design approach.

To meet the County's objectives, the conceptual design will consider, where required: transportation, civil roadways and streetscape, existing utilities, proposed utilities and relocations, geotechnical impacts.

Arup want to ensure San Mateo County is engaged and involved in the design development process. An Interim Design Workshop is proposed in which each project is discussed in detail with San Mateo County and any other regulatory stakeholders the project considers appropriate (e.g. Caltrans). The intention is to bring the County and stakeholders along in the design, to help inform design development, increase stakeholder support, and improve the effectiveness and timeliness of the draft design review.

Additional Data Requirements

Arup consider it likely that additional data (e.g. topographic survey, utility NOI requests) will be required to inform design and propose that these are identified, scoped, and executed at the outset of Task 5. Given the uncertainty regarding project scope and scale, the costs associated with this work are not considered in this proposal, but can be considered during the Works. Arup can scope the work and procure survey specialists.

If additional data gathering is not viable due to program or budgetary constraints, depending on the scale of project Arup may be able to rely solely on available aerial photo imagery and County right-of-way data, but this will reduce the level of design. Arup would seek to agree this with San Mateo County at the outset.

Cost Estimates

Arup will prepare a Class 4 cost estimate, as defined by AACE International. This is appropriate for a 30% Conceptual design and will give a -30% to +50% cost range that San Mateo County can use to determine future funding requirements.

Visualizations

To bring additional value and help the County communicate the proposed interventions, Arup will prepare visual materials for each Task 5 project. One to two renderings will be prepared, in addition to plan materials, for each, aiming to clearly convey design intent and benefits. This will support Task 2 engagement efforts.

Deliverables

- 30% Conceptual Designs and Cost Estimates (1 reproducible hard copy (11" x 17"))
- 2D CAD files and associated attachments;
- Cost Estimate (Excel file format)

Task 6: Advisory Committee Meetings

The Arup team will assist the County in establishing the Advisory Committee, working closely with County staff to identify and recruit a diverse cross-section of stakeholders. Arup will work closely with the County to determine the right participants.

The County will coordinate the logistics of these meetings including sending meeting

invitations to the group. Arup anticipates engaging the Advisory Committee quarterly over the course of the project to provide input, review and feedback.

Materials will be provided to Advisory Committee members at least one day prior to meetings. The Advisory Committee will review any materials that Arup produces prior to distribution to the public.

Deliverables

- Advisory Committee Meeting Agendas
- Advisory Committee Meeting Notes
- List of Attendees
- Action Items Lists
- Project Schedules (Word, PDF, 1 reproducible hard copy)

Task 7: Draft and Final Report

For this task, Arup will collaborate with San Mateo County staff to understand the audience, define key concepts and content, and identify the appropriate look and feel of the Plan. The final plan will be an engaging and accessible document that communicates the analysis process, key outcomes, and next steps.

Administrative Draft Report

Arup will develop and submit a proposed outline of the TIA-RIP based on the scope information and outcomes of each task. Arup will address and incorporate comments and suggestions from the County and will then prepare and submit an administrative draft TIA-RIP for review and comment by the County and the Advisory Committee. Arup assumes one round of consolidated comments.

Draft report

Arup will publish the TIA-RIP that incorporates major project components (existing conditions, stakeholder engagement, project criteria and prioritization, and conceptual designs) for a 30-day public review. San Mateo County staff will provide consolidated comments to Arup, and Arup will provide a response to technical comments. Comments that refer to policy or process issues outside the remit of this investigation will be addressed by County staff.

Final report

Following public review, Arup will address and incorporate comments from the Advisory Committee or the County into the final report.

Deliverables

- Draft Report (Word, PDF, 2 reproducible hard copies)
- Final Report (Word, PDF, 2 reproducible hard copies)

Task 8: Board of Supervisors Review/Approval

The goal of this task is to support the County in packaging and submitting project deliverables in a presentation to the Board of Supervisors.

Plan Presentation

Arup will prepare and deliver a final 15-minute presentation summarizing the Plan to the Board of Supervisors.

Final Plan Submission

Following the presentation, Arup will review the plan to incorporate any comments from the Board of Supervisors, prior to June 30, 2027.

Deliverables

- Plan Presentation (Powerpoint format, delivered to Board of Supervisors)
- Final Plan (Word, PDF, 2 reproducible hard copies)

Note: Unless otherwise specified, all deliverables include one round of revisions based on a single, consolidated set of feedback from the County.

Exhibit B

Payments and Rates

Exhibit B

San Mateo County Transportation Infrastructure Adaptation and Resilience Improvement Plan - Payments and Rates

Arup														Winter						
Title	Ass. Principal (PD / Resilience Lead)	Ass. Principal (Civil Review)	Associate (Cost Review)	Associate (Civil Lead)	Senior Consultant (PM/Engineer)	Senior Engineer / Risk Lead	Consultant (Digital and Graphics)	Senior Consultant (Cost)	Engineer / Consultant	Engineer / Consultant (Cost)	BIM	Admin	Total Fee by Task	Senior Director	Director	Associate Manager	Coordinator	Total Fee by Task	TOTAL	
	GRD8	GRD8	GRD7	GRD7	GRD7	GRD6	GRD4	GRD6	GRD4	GRD4	GR5	GRD4								
Task 1: Existing Conditions	14				36	22			56			16	\$37,725						\$37,725	
Task 2: Stakeholder & Public Engagement	10		6		36	12			38			5	\$29,654	70	235	320	230	\$119,040	\$148,694	
Task 3: Develop Project Framework	10		6		18	24			27			6	\$25,051						\$25,051	
Task 4: Prioritize Projects for Implementation	10		10		32	11			32			4	\$28,051						\$28,051	
Task 5: 30% Conceptual Design	14	31	18	100	98	22	80	60	168	76	76	8	\$194,369						\$194,369	
Task 6: Advisory Committee Meetings	12				14	9			18			4	\$16,194						\$16,194	
Task 7: Draft and Final Report	18				36	20	19,975		22			4	\$33,594						\$45,874	
Task 8: Board Presentation	12				18				8			8	\$12,280						\$12,280	
Total hours	100	31	40	100	288	120	100	60	361	76	76	56	\$ 376,918	70	235	320	230			
Direct Expenses													\$3,000						\$16,000	
Total Fee													\$379,918						\$135,040	\$514,958

RATE SHEET

Roles - Arup	Rate 2026	Rate 2027*
Principal	\$ 537	\$ 564
Associate Principal	\$ 404	\$ 424
Associate	\$ 330	\$ 347
Senior Engineer / Consultant II	\$ 274	\$ 288
BIM Technician / Senior Engineer Consultant I	\$ 230	\$ 242
Engineer / Consultant III/II	\$ 196	\$ 206
Administration	\$ 196	\$ 206
Engineer / Consultant I	\$ 170	\$ 179
Billing Analyst/Project Controls	\$ 148	\$ 155

Roles - Winter	Rate 2026	Rate 2027*
Senior Director	\$ 260	\$ 273
Director	\$ 160	\$ 168
Associate Manager	\$ 120	\$ 126
Coordinator	\$ 108	\$ 113

*Rates escalate 5% over previous year on April 1

Attachment I

Section 504 of the Rehabilitation Act of 1973

ATTACHMENT I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

a. Employs fewer than 15 persons.

b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person: Brooke DuBose

Name of Contractor(s): Arup US Inc.

Street Address or P.O. Box: 560 Mission Street

City, State, Zip Code: San Francisco, CA 94105

I certify that the above information is complete and correct to the best of my knowledge

Signature: 

Title of Authorized Official: Associate Principal

Date: 5/7/2026

*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

Attachment M

**Mandatory Paper Product Procurement
Requirements**

ATTACHMENT M

Mandatory Paper Product Procurement Requirements

Contractor hereby certifies that they will satisfy the following requirements:

SB 1383 Compliant Invoicing and Record-Keeping

- A. Contracts for products: With each purchase order, Contractor shall provide an invoice that details the paper products purchased by product description (i.e., brand, product, and/or model numbers), quantity, unit price, and total price to the County Department or Agency that submits the order.
- B. Contracts for services: If the County purchases or is supplied with paper products from Contractor through an agreement for services, Contractor shall provide an invoice, at least quarterly, that details the paper products provided to the County by product description (i.e., brand, product, and/or model numbers), quantity, unit price, and total price.

SB 1383 Compliant Paper Products

- A. All paper products offered, sold, or provided to the County pursuant to this Agreement shall conform to the following:
 - i. Paper products must consist of at least the minimum recycled content, by weight, post-consumer fiber per the table below:

Product Category	Product Type	Minimum Recycled Content
Office supplies	File folders, envelopes, index cards, cartons, wrapping, packaging, corrugated boxes	30%
Writing and printing papers	Copy, xerographic, watermark, cotton fiber, offset, note pads, printer, other uncoated writing papers	
Printed materials	Calendars, brochures, reports, magazines, publications, posters, newsprint, book paper, forms	
Janitorial supplies	Toilet paper	45%
	Paper towels, general purpose paper wipers	40%
	Toilet seat covers, facial tissue	30%
Foodware	Napkins, plates, bowls, cups, food trays, takeout boxes, placemats, etc.	40%
Other	All other paper products	30%

- ii. Products shall be eligible for an unqualified recyclable label as defined in the Code of Federal Regulations Title 16, Section 260.12 unless eligibility is unable to be determined due to lack of information required to make the determination. A product is eligible to be labelled with an unqualified recyclable label if recycling facilities are available to a substantial majority (at least 60 percent) of consumers or communities where the item is sold, and the entire product, excluding minor incidental components, is recyclable.

- B. Paper products that do not meet the minimum recycled-content standard may be offered, sold, or provided to the County if comparable recycled-content products are not available at the same cost or within a 10% price preference compared to non-recycled product alternatives, or if the recycled-content products are not of the same fitness or quality as the non-recycled products.
- C. Whenever possible, Contractor shall set ordering controls to ensure County personnel order compliant products that meet the requirements of this agreement.

Approved SB 1383 Compliant Paper Products

Contractor shall complete the following table with information on all paper products offered, sold, or provided to the County pursuant to this Agreement that meet the post-consumer recycled content and unqualified recyclable label requirements set forth herein. Add additional rows as needed.

During the term of the Agreement, the Contractor shall notify the County contract administrator when and if SB 1383 compliant paper products listed below are temporarily or permanently unavailable and timely suggest alternative compliant products.

Approved Compliant Paper Products			
Product, Product Category, or Services	Detailed Item Description	Minimum or Exact Percentage of Post-Consumer Recycled Fiber Content	Eligible for an Unqualified Recyclable Label (Yes/Unable to determine due to limited information)
<i>Example: Office Supplies</i>	<i>Printer Paper</i>	<i>30-100% post-consumer</i>	<i>Unable to determine due to limited information</i>
Printed Materials	Posters	30-100 % post-consumer	unable to determine
Printed Materials	Reports	30-100% post-consumer	unable to determine

Approved Non-Compliant Paper Products

Contractor shall identify all paper products offered, sold, or provided to the County pursuant to this Agreement that do not meet either or both of the post-consumer recycled content or unqualified recyclable label requirement set forth herein by completing the table below. Add additional rows as needed.

Products not included in this table at the signing of this Agreement may be offered, sold, or provided to the County if written approval to do so is provided by the County contract administrator or County employee identified in the Notice section of the Agreement.

Contractor shall further inform the County, through the County contract administrator or County

employee identified in the Notice section of the Agreement, when compliant products are available to replace Approved Non-Compliant Paper Products.

Approved Non-Compliant Paper Products			
Product, Product Category, or Services	Detailed Item Description	Minimum or Exact Percentage of Post-Consumer Recycled Fiber Content	Eligible for an Unqualified Recyclable Label (Yes/No/Unable to determine due to limited information)
<i>Example: Food Service Ware</i>	<i>Paper Cups</i>	<i>10% post-consumer</i>	<i>Unable to determine due to limited information</i>

Contractor Explanation for Approved Non-Compliant Paper Products

Contractor shall provide an explanation and/or supporting documentation for the offering of all Approved Non-Compliant Paper Products listed above that do not meet the post-consumer recycled content or unqualified recyclable label requirements set forth herein. Explanations may include, but are not limited to, documenting limited or non-existent market availability, inadequate fitness or quality, or recycled products not being available for the same or less total cost of non-recycled products.

Contractor Explanation for Non-Compliant Paper Products
<i>Example: Paper Cups offered because 30% post-consumer content alternative products are only available at a higher total cost.</i>
N/A

County reserves the right to request additional information or an additional paper procurement reporting form if this attachment is found to be incomplete. More information on the County's paper procurement policy can be found here:
<https://www.smcsustainability.org/sb1383procurementcompliance>

I agree to the terms of this attachment and certify that the above information is correct to the best of my knowledge.

Signature: 

Name: Brooke DuBose

Date: 5/7/2026

Attachment R

**Restricted Grant Agreement - Additional Contractor
Requirements**

Adaptation Grants (State)
Restricted Grant Agreement

This Restricted Grant Agreement (RGA), between the State of California acting by and through its Department of Transportation, referred to herein as **CALTRANS**, and **COUNTY OF SAN MATEO**, the hereinafter referred to as **AGENCY**, will commence on **NOVEMBER 4, 2024**, or upon approval by **CALTRANS**, whichever occurs later. This RGA is of no effect unless approved by **CALTRANS**. **AGENCY** shall not receive payment for work performed prior to approval of the RGA and before receipt of Notice to Proceed by the **CALTRANS** Contract Manager. This RGA shall expire on **JUNE 30, 2027**.

Recitals

1. Under this RGA, **CALTRANS** intends to convey State restricted grant funds to **AGENCY**, pursuant to Budget Act Line Item 2660-102-0042, who will conduct transportation studies and planning within the regional area under the jurisdiction of **AGENCY** under the terms, covenants, and conditions of this RGA.
2. **CALTRANS** and **AGENCY** intend that only funds that are authorized as restricted grants will be subject to this RGA, and that no funds that should be the subject of a Joint Powers Agreement, Interagency Agreement, or other non-grant agreement shall be subject to this RGA.

Now, Therefore, based upon the terms, covenants, and conditions of this RGA, the parties agree as follows:

Section I

AGENCY Agrees:

To timely and satisfactorily complete all Project work described in **Attachment II** within the project budget and in accordance with the items of this RGA.

Section II

CALTRANS Agrees:

That when conducting an audit of the costs claimed by **AGENCY** under the provisions of this RGA, to conduct the audit in accordance with applicable laws and regulations.

Section III

It Is Mutually Agreed:

1. Under this RGA, **CALTRANS** will convey State grant restricted funds to **AGENCY**, pursuant to Budget Act Line Item 2660-102-0042, and **AGENCY** will conduct transportation studies and planning within the regional area described in **Attachment II**. The funds subject to this RGA must be (a) identified as available for a restricted grant in **CALTRANS**' budget and (b) for the purpose of conducting transportation studies or planning and (c) to a public entity that is responsible for conducting transportation studies or planning.
2. Under this restricted grant, funds may be only used for the purpose set forth in RGA, Resolution (**Attachment I**), Scope of Work and Project timeline (**Attachment II**), and the applicable Grant Application Guide (**Attachment III**), and funds may only be used for costs and expenses that are directly related to such purpose.

3. **AGENCY** shall perform all the duties and obligations described in **SAN MATEO COUNTY TRANSPORTATION INFRASTRUCTURE ADAPTATION AND RESILIENCE IMPROVEMENT PLAN** hereinafter “Project”, subject to the terms and conditions of this RGA and Approved Project Grant Application (Scope of Work and Project timeline), which are attached hereto as **Attachment II**.
4. The resolution authorizing **AGENCY** to execute this RGA pertaining to the above described Project is attached hereto as **Attachment I**.
5. All services performed by **AGENCY** pursuant to this RGA shall be performed in accordance with California Senate Bill No. 198 (SB-198) (Chapter 71, Statutes of 2022), including, but not limited to, Government Code Section 14460(a)(1), as well as all applicable Federal, State, and Local laws, regulations, and ordinances, all applicable **CALTRANS** policies and procedures, and all applicable **CALTRANS** published manuals, including, but not limited to, the applicable Grant Application Guide (**Attachment III**).

California Government Code Section 14460(a)(1) provides: “The department [**CALTRANS**], and external entities that receive state and federal transportation funds from the department, are spending those funds efficiently, effectively, economically, and in compliance with applicable state and Federal requirements. Those external entities include, but are not limited to, private for profit and nonprofit organizations, local transportation agencies, and other local agencies that receive transportation funds either through a contract with the department or through an agreement or grant administered by the department.”

In case of conflict between Federal, State, and Local laws, regulations, and ordinances, and/or any applicable policies, procedures, or published manuals of either **CALTRANS** or **AGENCY**, the order of precedence of the applicability of same to this RGA shall be established in this order: 1) Federal laws and regulations; 2) California laws and regulations; 3) **CALTRANS** policies, procedures, and published manuals; 4) Local ordinances; and 5) **AGENCY** policies, procedures, and published manuals. This RGA may not include any federal funds.

6. Project funding is as follows:

Fund Title	Fund Source	Dollar Amount
State Highway Account (SHA)	State	\$515,000.00
Local Match	Agency Provided	\$66,724.00
	Total Project Costs	\$581,724.00

No in-kind contributions may be made unless the amount and type of the contribution is identified above.

7. This RGA is exempt from the legal review and approval by the Department of General Services, pursuant to Legal Opinions of the Attorney General: 58 Ops. Cal. Atty. Gen. 586 (1975), 63 Ops. Cal. Atty. Gen. 290 (1980), 74 Ops. Cal. Atty. Gen. 10 (1991), and 88 Ops. Cal. Atty. Gen. 56.
8. Notification of Parties
 - a. **AGENCY’s** Project Manager for Project is Krzysztof Lisaj, (650) 363-4100.
 - b. **CALTRANS’** Contract Manager is Amber Moran, (510) 852-4942. “Contract Manager” as used herein includes his/her designee.

- c. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and received by the parties at their respective addresses:

County of San Mateo

Attention: Krzysztof Lisaj, Project Manager
Phone Number: (650) 363-4100
Email: klisaj@smcgov.org
Address: 555 County Center, 5th Floor
Redwood City, CA 94063

California Department of Transportation

District 4/Office of Transit
Attention: Amber Moran, Contract Manager
Phone Number: (510) 852-4942
Email: amber.moran@dot.ca.gov
Address: 1111 Grand Avenue #300
Oakland, CA 94612

9. Period of Performance

- a. Reimbursable work under this RGA shall begin no earlier than on **NOVEMBER 4, 2024**, following the written approval of **CALTRANS** and **AGENCY's** receipt of the Notice to Proceed letter of this RGA by the **CALTRANS** Contract Manager, and will expire on **JUNE 30, 2027**.
- b. **AGENCY** will attend a kickoff meeting with **CALTRANS** to be scheduled within one (1) week from receipt of Notice to Proceed letter by the **CALTRANS** Contract Manager.

10. Changes in Terms/Amendments

This Agreement may only be amended or modified during the period of performance by mutual written agreement of the parties.

11. Cost Limitation

- a. The maximum total amount granted and reimbursable to **AGENCY** pursuant to this RGA by **CALTRANS** shall not exceed **\$515,000.00**.
- b. It is agreed and understood that this RGA fund limit is an estimate and that **CALTRANS** will only reimburse the cost of services actually rendered in accordance with the provisions of this RGA and as authorized by the **CALTRANS** Contract Manager at or below that fund limitation established herein.

12. Termination

- a. **CALTRANS** reserves the right to terminate this RGA upon written notice to **AGENCY** at least 30 days in advance of the effective date of such termination in the event **CALTRANS** determines (at its sole discretion) that **AGENCY** failed to proceed with PROJECT work in accordance with the terms of this RGA. In the event of termination for convenience, **CALTRANS** will reimburse **AGENCY** for all allowable, authorized and non-cancelled costs up to the date of termination.

- b. This RGA may be terminated by either party for any reason by giving written notice to the other party at least 30 days in advance of the effective date of such termination. In the event of termination for convenience, **CALTRANS** will reimburse **AGENCY** for all allowable, authorized, and non-cancelled costs up to the date of termination.
- c. **AGENCY** has 60 days after the Termination Date to submit accurate invoices to **CALTRANS** to make final allowable payments for Project costs in accordance to the terms of this RGA. Failure to submit invoices within this period of time shall result in a waiver by **AGENCY** of its right to reimbursement of expended costs.

13. Budget Contingency Clause

- a. It is mutually agreed that if the US Congress or the State Legislature fail to appropriate or allocate funds during the current year and/or any subsequent years covered under this RGA do not appropriate sufficient funds for the program, this RGA shall be of no further force and effect. In this event, **CALTRANS** shall have no liability to pay any funds whatsoever to **AGENCY** or to furnish any other considerations under this RGA and **AGENCY** shall not be obligated to perform any provisions of this RGA.
- b. If funding for any fiscal year is reduced or deleted by US Congress or State Legislature for purposes of this program, **CALTRANS** shall have the option to either terminate this RGA with no liability occurring to **CALTRANS**, or offer an RGA Amendment to **AGENCY** to reflect reduced amount.

14. Payment and Invoicing

- a. The method of payment for this RGA will be based on the actual allowable costs that are incurred in accordance with the provisions of this RGA and in the performance of the Project Work. **CALTRANS** will reimburse **AGENCY** for expended actual allowable direct costs, and including, but not limited to, labor costs, travel, and contracted consultant services costs incurred by **AGENCY** in performance of the Project work. Indirect costs are reimbursable only if the **AGENCY** has identified the estimated indirect cost rate in **Attachment II** and an approved Indirect Cost Allocation Plan or an Indirect Cost Rate Proposal as set forth in **Section III–Cost Principles, Item 16d**. The total cost shall not exceed the cost reimbursement limitation set forth in **Section III–Cost Limitations, Item 11a**. Actual costs shall not exceed the estimated wage rates, labor costs, travel, and other estimated costs and fees set forth in **Attachment II** without an amendment to this RGA, as agreed between **CALTRANS** and **AGENCY**.
- b. Reimbursement of **AGENCY** expenditures will be authorized only for those allowable costs actually incurred by **AGENCY** in accordance with the provisions of this RGA and in the performance of Project work. **AGENCY** must not only have incurred the expenditures on or after the start date and the issuance of the Notice to Proceed letter for this RGA and before the Expiration Date but must have also paid for those costs to claim any reimbursement.
- c. Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Human Resources for similar employees (i.e. non-represented employees) unless written verification is supplied that government hotel rates were not then commercially available to **AGENCY**, its subrecipients, contractors, and/or subcontractors, at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process at the following link: <https://travelpocketguide.dot.ca.gov/>.

Also see website for summary of travel reimbursement rules.

- d. **AGENCY** shall submit invoices to **CALTRANS** at least quarterly, but no more frequently than monthly, in arrears for completion of milestones in accordance with the Project Timeline in **Attachment II** to the satisfaction of **CALTRANS** Contract Manager. Invoices shall reference this RGA Number and shall be signed and submitted to **CALTRANS** Contract Manager at the following address, as stated in **Section III–Notification of Parties, Item 8c**.
- e. Invoices shall include the following information:
 - 1) Names of the **AGENCY** personnel performing work
 - 2) Dates and times of Project Work
 - 3) Locations of Project Work
 - 4) Itemized costs as set forth in **Attachment II**, including identification of each employee, contractor or subcontractor staff who provided services during the period of the invoice, the number of hours and hourly rates for each employee, contractor, sub-recipient or subcontractor staff member, authorized travel expenses with receipts, receipts for authorized materials or supplies, and contractor, subrecipient and subcontractor invoices.
 - 5) **AGENCY** shall submit written progress reports with each set of invoices to allow **CALTRANS** Contract Manager to determine if **AGENCY** is performing to expectations, is on schedule, is within funding cost limitations, to communicate interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed.
- f. Incomplete or inaccurate invoices shall be returned to the **AGENCY** unapproved for correction. Failure to submit invoices on a timely basis may be grounds for termination of this RGA for material breach per **Section III–Termination, Item 12**.
- g. **CALTRANS** will reimburse **AGENCY** for all allowable Project costs at least quarterly, but no more frequently than monthly, in arrears and in compliance with the California 45-day Prompt Payment Act (Cal. Gov. Code section 927), upon receipt of an itemized signed invoice.
- h. The RGA Expiration Date refers to the last date for **AGENCY** to incur valid Project costs or credits and is the date the RGA expires. **AGENCY** has 60 days after that Expiration Date to make final allowable payments to Project contractors or vendors and submit the Project's Final Product(s) as defined in **Attachment II** and a final invoice to **CALTRANS** for reimbursement for allowable Project costs. Any unexpended Project funds not invoiced by the 60th day will be reverted and will no longer be accessible to reimburse late Project invoices contractor.

15. Local Match Funds

- a. **AGENCY** shall contribute not less than a proportional cash amount toward the services described herein on a monthly or quarterly basis. The frequency of the payments shall be agreed upon by the parties in a document signed by both parties. Notwithstanding the foregoing, to the extent that in-kind contributions are permitted and identified under this RGA, **Section III–Project Funding, Item 6**, the contributions may be counted as cash when they are actually received by **CALTRANS**. Except where expressly allowed in writing herein, reimbursement of credits for local matching funds will be made or allowed only for work performed on and after the date of issuance of the Notice to Proceed and prior to the Expiration Date of this RGA.

- b. **AGENCY** agrees to contribute the statutorily required local contribution of matching funds if any is specified within this RGA or in any Attachment hereto, toward the actual cost of the services described in **Attachment II**. **AGENCY** shall contribute not less than its required match amount toward the services described herein. Local cash and in-kind match requirements can be found in the applicable Grant Application Guide (**Attachment III**).

16. Cost Principles

- a. **AGENCY** agrees to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- b. **AGENCY** agrees, and will assure that its contractors, sub-recipients, and subcontractors will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project cost items and (b) all parties shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Every sub-recipient receiving Project funds as a sub-recipient, contractor, or subcontractor under this RGA shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards to the extent applicable.
- c. Any Project costs for which **AGENCY** has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, and/or Part 48, Chapter 1, Part 31, are subject to repayment by **AGENCY** to **CALTRANS**. Should **AGENCY** fail to reimburse moneys due **CALTRANS** within 30 days of discovery or demand, or within such other period as may be agreed in writing between the parties hereto, **CALTRANS** is authorized to intercept and withhold future payments due **AGENCY** from **CALTRANS** or any third-party source, including, but not limited to, the State Treasurer, the State Controller or any other fund source.
- d. Prior to **AGENCY** seeking reimbursement of indirect costs, **AGENCY** must have identified estimated indirect cost rate in **Attachment II**, prepare and submit annually to **CALTRANS** for review and approval an indirect cost rate proposal and a central service cost allocation plan (if any) in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Chapter 5 of the Local Assistance Procedures Manual which may be accessed at: <https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/ch05.pdf>.
- e. **AGENCY** agrees and shall require that all its agreements with consultants and subrecipients contain provisions requiring adherence to this section in its entirety **except for section c, above**.

17. Americans with Disabilities Act

By signing this Agreement, **LOCAL AGENCY** assures **CALTRANS** that in the course of performing Project Work, it will fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, as amended, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 USC Section 12101 et seq.).

18. Iran Contracting Act

Proposed Contractor must complete and submit to Caltrans the Iran Contracting Act Certification certifying that it is not on the most current DGS list of Entities Prohibited from Contracting with

Public Entities in California per the Iran Contracting Act, 2010 (<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-Ineligible-Businesses>), before the Agreement has been executed, unless Contractor is exempted from the certification requirement by Public Contract Code Section 2205(c) or (d). If claiming an exemption, the proposed Contractor shall provide written evidence that supports an exemption under Public Contract Code Section 2203(c) or (d) before execution of the Agreement.

19. Indemnification

Neither **CALTRANS** nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by **AGENCY**, its officers, employees, agents, its contractors, its subrecipients, or its subcontractors under or in connection with any work, authority, or jurisdiction conferred upon **AGENCY** under this RGA. It is understood and agreed that **AGENCY** shall fully defend, indemnify, and save harmless **CALTRANS** and all of **CALTRANS'** officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, including, but not limited to, tortuous, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by **AGENCY**, its officers, employees, agents, contractors, subrecipients, or subcontractors under this RGA.

20. Nondiscrimination Clause (2 CCR 11105 Clause b)

- a. During the performance of this RGA, the **AGENCY**, its contractors, its subrecipients, and its subcontractors shall not deny the contract'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 discriminate unlawfully 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. **AGENCY** shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- b. **AGENCY** shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code Sections 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code Sections 11135-11139.5), and the regulations or standards adopted by **CALTRANS** to implement such article.
- c. **AGENCY** shall permit access by representatives of the Department of Fair Employment and Housing and **CALTRANS** upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or **CALTRANS** shall require to ascertain compliance with this clause.
- d. **AGENCY** and its contractors, its sub-recipients, and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- e. **AGENCY** shall include the nondiscrimination and compliance provisions of this clause in all agreements with its sub-recipients, contractors, and subcontractors, and shall include a requirement in all agreements with all of same that each of them in turn include the

nondiscrimination and compliance provisions of this clause in all contracts and subcontracts they enter into to perform work under the RGA.

21. Retention of Records/Audits

- a. **AGENCY**, its contractors, subcontractors and sub-recipients, agree to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- b. **AGENCY**, its contractors, subcontractors and sub-recipients shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line. The accounting system of **AGENCY**, its contractors, all subcontractors, and sub-recipients shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of **AGENCY**, its contractors, subcontractors and sub-recipients connected with Project performance under this RGA shall be maintained for a minimum of three (3) years from the date of final payment to **AGENCY** and shall be held open to inspection, copying, and audit by representatives of **CALTRANS**, the California State Auditor, and auditors representing the federal government. Copies thereof will be furnished by **AGENCY**, its contractors, its subcontractors and sub-recipients upon receipt of any request made by **CALTRANS** or its agents. In conducting an audit of the costs and match credits claimed under this RGA, **CALTRANS** will rely to the maximum extent possible on any prior audit of **AGENCY** pursuant to the provisions of State and **AGENCY** law. In the absence of such an audit, any acceptable audit work performed by **AGENCY's** external and internal auditors may be relied upon and used by **CALTRANS** when planning and conducting additional audits.
- c. For the purpose of determining compliance with applicable State and **AGENCY** law in connection with the performance of **AGENCY's** contracts with third parties pursuant to Government Code Section 8546.7, **AGENCY**, **AGENCY's** sub-recipients, contractors, subcontractors, and **CALTRANS**, shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire Project period and for three (3) years from the date of final payment to **AGENCY** under this RGA. **CALTRANS**, the California State Auditor, or any duly authorized representative of **CALTRANS** or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to a Project for audits, examinations, excerpts, and transactions, and **AGENCY** shall furnish copies thereof if requested.
- d. **AGENCY**, its subrecipients, contractors, and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by **CALTRANS**, for the purpose of any investigation to ascertain compliance with this RGA.
- e. Additionally, all grants may be subject to a pre-award audit prior to execution of the RGA to ensure **AGENCY** has an adequate financial management system in place to accumulate and segregate reasonable, allowable and allocable costs.
- f. Any contract with a contractor, subcontractor, or sub-recipient entered into as a result of this RGA shall contain all the provisions of this article.

22. Adjudication of Facts in Disputes

- a. Any dispute concerning a question of fact arising under this RGA that is not disposed of by agreement shall be decided by the **CALTRANS** Contract Officer, who may consider any written or verbal evidence submitted by **AGENCY**. The **CALTRANS** Contract Officer shall issue a written decision within 30 days of receipt of the dispute. If **AGENCY** rejects the decision of the **CALTRANS** Contract Officer, **AGENCY** can pursue any and all remedies authorized by law. Neither party waives any rights to pursue remedies authorized by law.
- b. Neither the pendency of a dispute nor its consideration by **CALTRANS** Contract Officer will excuse **AGENCY** from full and timely performance in accordance with the terms of the RGA.

23. Third-Party Contracts

- a. **AGENCY** shall perform the work contemplated with resources available within its own organization and no portion of the work shall be contracted to a third party without prior written authorization by the **CALTRANS** Contract Manager unless expressly included (subrecipient identified) in **Attachment II** as part of the identified Project work.
- b. All State-government-funded procurements must be conducted using a fair and competitive procurement process. **AGENCY** may use its own procurement procedures as long as the procedures comply with the local **AGENCY's** laws, rules, and ordinances governing procurement and all applicable provisions of State law, including, without limitation, the requirement that the **AGENCY** endeavor to obtain at least three (3) competitive bids for solicitation of goods, services, and consulting services (see Part 2, Chapter 2, Articles 3 and 4 of the Public Contract Code); a qualifications-based solicitation process, for which statements of qualifications are obtained from at least three (3) qualified firms for architecture and engineering services (see Title 1, Division 5, Chapter 10 of the Government Code); and, the provisions of the State Contracting Manual (SCM), Chapter 5, which are not inconsistent with this **Item 23, Third Party Contracts**. The SCM can be found and the following link: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.
- c. Any contract entered into as a result of this RGA shall contain all the provisions stipulated in this RGA to be applicable to **AGENCY's** sub-recipients, contractors, and subcontractors. Copies of all agreements with sub-recipients, contractors, and subcontractors, must be submitted to the **CALTRANS** Contract Manager.
- d. **CALTRANS** does not have a contractual relationship with the **AGENCY's** subrecipients, contractors, or subcontractors, and the **AGENCY** shall be fully responsible for all work performed by its subrecipients, contractors, or subcontractors.
- e. Prior authorization in writing by the **CALTRANS** Contract Manager shall be required before **AGENCY** enters into any non-budgeted purchase order or sub-agreement for supplies or consultant services. **AGENCY** shall provide an evaluation of the necessity or desirability of incurring such costs. **AGENCY** shall retain all receipts for such purchases or services and shall submit them with invoices per **Section III–Payment and Invoicing, Item 14(e)(4), above**.
- f. Any contract entered into by **AGENCY** as a result of this RGA shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subrecipients, contractors, and subcontractors, will be allowable as Project costs only after those costs are incurred and paid for by the subrecipients, contractors, and subcontractors. Travel expenses and per diem

rates for subcontractors shall be reimbursed pursuant to **Section III–Payment and Invoicing, Item 14c, above.**

24. Drug-Free Workplace Certification

By signing this RGA, **AGENCY** hereby certifies under penalty of perjury under the laws of California that **AGENCY** will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code Sections 8350 et seq.) and will provide a Drug-Free workplace by doing all of the following:

- A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
- B. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(a)(2) to inform employees about all the following:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The person's or organization's policy of maintaining a Drug-Free workplace;
 - 3) Any available counseling, rehabilitation, and employee assistance programs; and
 - 4) Penalties that may be imposed upon employees for drug abuse violations.
- C. Provide, as required by Government Code Section 8355(a)(3), that every employee who works on the proposed contract or grant:
 - 1) Will receive a copy of the company's Drug-Free Policy Statement.
 - 2) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
- D. Failure to comply with these requirements may result in suspension of payments under this RGA or termination of this RGA or both, and **AGENCY** may be ineligible for the award of any future state contracts if **CALTRANS** determines that any of the following has occurred: (1) **AGENCY** has made a false certification or, (2) **AGENCY** violates the certification by failing to carry out the requirements as noted above.

25. Relationship of Parties

It is expressly understood that this agreement is executed by and between two (2) independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

26. State-Owned Data

- a. **AGENCY** agrees to comply with the following requirements to ensure the preservation, security, and integrity of State-owned data on portable computing devices and portable electronic storage media:
 - 1) Encrypt all State-owned data stored on portable computing devices and portable electronic storage media using government-certified Advanced Encryption Standard (AES) cipher algorithm with a 256-bit or 128-bit encryption key to protect **CALTRANS** data stored on every sector of a hard drive, including temp files, cached data, hibernation files, and even unused disk space.

- 2) Data encryption shall use cryptographic technology that has been tested and approved against exacting standards, such as FIPS 140-2 Security Requirements for Cryptographic Modules.
- 3) Encrypt, as described above, all State-owned data transmitted from one computing device or storage medium to another.
- 4) Maintain confidentiality of all State-owned data by limiting data sharing to those individuals contracted to provide services on behalf of the State, and limit use of State information assets for State purposes only.
- 5) Install and maintain current anti-virus software, security patches, and upgrades on all computing devices used during the course of the Agreement.
- 6) Notify the **CALTRANS** Contract Manager immediately of any actual or attempted violations of security of State-owned data, including lost or stolen computing devices, files, or portable electronic storage media containing State-owned data.
- 7) Advise the owner of the State-owned data, the **AGENCY** Information Security Officer, and the **AGENCY** Chief Information Officer of vulnerabilities that may present a threat to the security of State-owned data and of specific means of protecting that State-owned data.

b. **AGENCY** agrees to use the State-owned data only for State purposes under this Agreement.

c. **AGENCY** agrees to not transfer State-owned data to any computing system, mobile device, or desktop computer without first establishing the specifications for information integrity and security as established for the original data file(s) (State Administrative Manual (SAM) Section 5335.1).

27. Assumption of Risk and Indemnification Regarding Exposure to Environmental Health Hazards

In addition to, and not a limitation of, Contractor's indemnification obligations contained elsewhere in this Agreement, Contractor hereby assumes all risks of the consequences of exposure of Contractor's employees, agents, Subcontractors, Subcontractors' employees, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, to any and all environmental health hazards, local and otherwise, in connection with the performance of this Agreement. Such hazards include, but are not limited to, bodily injury and/or death resulting in whole or in part from exposure to infectious agents and/or pathogens of any type, kind or origin. Contractor also agrees to take all appropriate safety precautions to prevent any such exposure to Contractor's employees, agents, Subcontractors, Subcontractors' employees, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement. Contractor also agrees to indemnify and hold harmless Caltrans, the State of California, and each and all of their officers, agents and employees, from any and all claims and/or losses accruing or resulting from such exposure. Except as provided by law, Contractor also agrees that the provisions of this paragraph shall apply regardless of the existence or degree of negligence or fault on the part of Caltrans, the State of California, and/or any of their officers, agents and/or employees.

28. Mandatory Organic Waste Recycling

It is understood and agreed that pursuant to Public Resources Code Sections 42649.8 et seq., if Contractor generates two (2) cubic yards or more of organic waste or commercial solid waste per week, Contractor shall arrange for organic waste or commercial waste recycling services that separate/source organic waste for organic waste recycling. Contractor shall provide proof of compliance, i.e. organic waste recycling services or commercial waste recycling services that separate/source organic waste recycling, upon request from Caltrans Contract Manager

29. Project Close Out/Final Product

- a. **AGENCY** will provide two (2) electronic versions of the Final Product(s) to the **CALTRANS** Contract Manager.
- b. **CALTRANS** reserves the right to withhold final payment to **AGENCY** pending receipt of Final Product(s) to the **CALTRANS** Contract Manager.
- c. **AGENCY** will provide one (1) Integrated Climate Adaptation and Resiliency Program (ICARP) final case study/write-up to the Governor's Office of Planning and Research (OPR). The final case study is due at time of project end date and should highlight outcomes, lessons learned, and upcoming adaptation opportunity of the project.

30. Ownership of Proprietary Property

a. Definitions

- 1) **Work**: The work to be directly or indirectly produced by **AGENCY** under this RGA.
- 2) **Work Product**: All deliverables created or produced from **Work** under this RGA including but not limited to, all **Work** and Deliverables conceived or made, or made hereafter conceived or made, either solely or jointly with others during the term of this RGA and during a period of six (6) months after the termination thereof, which relates to the **Work** commissioned or performed under this RGA. "**Work Product**" includes all deliverables, inventions, innovations, improvements, or other works of authorship **AGENCY**, its subrecipients, a third-party contractor or subcontractor may conceive of or develop in the course of this RGA, whether or not they are eligible for patent, copyright, trademark, trade secret, or other legal protection.
- 3) **Inventions**: Any idea, methodologies, design, concept, technique, invention, discovery, improvement or development regardless of patentability made solely by **AGENCY** or jointly with the **AGENCY's** contractor, subcontractor and/or subrecipient and/or the **AGENCY's** contractor, subcontractor and/or subrecipient's employees with one or more employees of **CALTRANS**, during the term of this RGA and in performance of any Work under this RGA, provided that either the conception or reduction to practice thereof occurs during the term of this RGA and in performance of **Work** issued under this RGA.

b. Ownership of Work Product and Rights

- 1) **Copyright Ownership of Work Product**: Except in regard to Pre-existing Works, all **Work Product** derived by the **Work** performed by the **AGENCY**, its employees, or by any of the **AGENCY's** contractor's, subcontractor's, and/or subrecipient's employees under this RGA, shall be owned by **CALTRANS** and **AGENCY** and shall be considered to be works made for hire by the **AGENCY** and **AGENCY's** contractor, subcontractor, and/or subrecipient for **CALTRANS** and **AGENCY**. **CALTRANS** and **AGENCY** shall own all United States and international copyrights in the **Work Product**.

As such, all **Work Product** shall contain, in a conspicuous place, a copyright designation consisting of a "c" in a circle followed by the four-digit year in which the Work Product was produced, followed by the words "California Department of Transportation and **AGENCY**. All Rights Reserved." For example, a Work Product created in the year 2012 would contain the copyright designation © 2012 California Department of Transportation, and **AGENCY**. All Rights Reserved.

- 2) **Vesting of Copyright Ownership:** **AGENCY**, its employees, and all of **AGENCY's** contractor's, subcontractor's, and subrecipient's employees, agrees to perpetually assign, and upon creation of each Work Product automatically assigns, to **CALTRANS** and **AGENCY**, its successors, and assigns, ownership of all United States and international copyrights in each and every **Work Product**, insofar as any such **Work Product**, by operation of law, may not be considered work made for hire by the **AGENCY's** contractor, subcontractor, and/or subrecipient from **CALTRANS**. From time to time, **CALTRANS** and the **AGENCY** shall require its contractors, subcontractors, and/or subrecipients and their respective employees to confirm such assignments by execution and delivery of such assignments, confirmations, or assignment, or other written instruments as **CALTRANS** and the **AGENCY** may request. **CALTRANS** and the **AGENCY**, its successors, and assigns, shall have the right to obtain and hold in its or their own name(s) all copyright registrations and other evidence of rights that may be available for **Work Product**. **AGENCY** shall require contractors, including subcontractors, to waive all moral rights relating to identification of authorship restriction or limitation on use, or subsequent modifications of the **Work**.

c. **Inventions**

- 1) **Vesting of Patent Ownership:** **AGENCY** agrees to require subrecipients, contractors, subcontractors and their respective employees to assign to **CALTRANS** and **AGENCY**, its successors, and assigns, all Inventions, together with the right to seek protection by obtaining patent ownership rights and the right to claim all rights or priority there under, and the same shall become and remain **CALTRANS'** property regardless of whether such protection is sought. The **AGENCY**, its employees, and **AGENCY's** contractor, subcontractor, and subrecipient shall promptly make a complete written disclosure to **CALTRANS** of each Invention not otherwise clearly disclosed to **CALTRANS** in the pertinent **Work Product**, specifically pointing out features or concepts that the **AGENCY**, its employees, and/or **AGENCY's** contractor, subcontractor, and/or subrecipient believes to be new or different. The **AGENCY**, its employees, and **AGENCY's** contractor, subcontractor, and subrecipient shall, upon **CALTRANS** and **AGENCY's** request and at **CALTRANS** and **AGENCY's** expense, cause patent applications to be filed thereon, through solicitors designated by **CALTRANS** and **AGENCY**, and shall sign all such applications over to **CALTRANS** and **AGENCY**, its successors, and assigns. The **AGENCY**, its employees, and **AGENCY's** contractor, subcontractor, and subrecipient shall give **CALTRANS** and **AGENCY** and its solicitors all reasonable assistance in connection with the preparation and prosecution of any such patent applications and shall cause to be executed all such assignments or other instruments or documents as **CALTRANS** and **AGENCY** may consider necessary or appropriate to carry out the intent on this RGA.
- 2) **Agency:** In the event that **CALTRANS** and **AGENCY** are unable for any reason whatsoever to secure the **AGENCY's**, its employees', and/or **AGENCY's** contractor's, subcontractor's, and/or sub-recipient's, signature to any lawful or necessary document required or desirable to apply for or prosecute any United States application (including renewals or divisions thereof), **AGENCY**, its employees, and **AGENCY's** contractor, subcontractor, and subrecipient hereby irrevocably designates and appoints **CALTRANS** and **AGENCY** and its

duly authorized officers and agents, as its agent and attorney-in-fact, to act for and on **AGENCY**, its employees, and **AGENCY's** contractor's, subcontractor's, and subrecipient behalf and stead, to execute and file such applications and to do all other lawfully permitted acts to further the prosecution and issuance of any copyrights, trademarks, or patents thereon with the same legal force and effect as if executed by **AGENCY**, its employees, and **AGENCY's** contractor, subcontractor, and subrecipient. **CALTRANS** and **AGENCY** shall have no obligations to file any copyright, trademark, or patent applications.

d. **Additional Provisions**

- 1) Avoidance of infringement: In performing services under this RGA, **AGENCY** and its employees agree to avoid designing or developing any items that infringe one or more patents or other intellectual property rights of any third party. If **AGENCY** or its employees becomes aware of any such possible infringement in the course of performing any Work under this RGA, **AGENCY** or its employees shall immediately notify **CALTRANS** in writing.
- 2) Pre-existing Works and License: **AGENCY** agrees to require contractors, subcontractors, and subrecipients to acknowledge that all **Work Product** shall be the sole and exclusive property of **CALTRANS** and **AGENCY**, except that any **Pre-existing Works** created by **AGENCY** and third parties outside of the RGA but utilized in connection with the RGA (the "**Pre-existing Works**") shall continue to be owned by **AGENCY** or such parties. **AGENCY** agrees to notify **CALTRANS** in writing of any **Pre-existing Works** used in connection with any **Work Product** produced under this RGA and hereby grants to **CALTRANS** a non-exclusive, irrevocable, worldwide, perpetual, royalty-free license to utilize the **Pre-existing Works** in connection with the **Work Product**.
- 3) Contractors, Subcontractors, and Subrecipients: Through contract with its subrecipients, contractors, and subcontractors, **AGENCY** shall affirmatively bind by contract all of its contractors, subcontractors, subrecipients, and service vendors (hereinafter "**AGENCY's** Contractor/Subcontractor/Sub-recipient") providing services under this RGA to conform to the provisions of this Exhibit. In performing services under this RGA, **AGENCY's** Contractor/Subcontractor/Subrecipient shall agree to avoid designing or developing any items that infringe one or more patents or other intellectual property rights of any third party. If **AGENCY's** Contractor/Subcontractor/Subrecipient becomes aware of any such possible infringement in the course of performing any Work under this RGA, **AGENCY's** Contractor/Subcontractor/Subrecipient shall immediately notify the **AGENCY** in writing, and **AGENCY** shall then immediately notify the **CALTRANS** in writing.

e. **Ownership of Data**

- 1) Upon completion of all **Work** under this RGA, all intellectual property rights, ownership, and title to all reports, documents, plans, specifications, and estimates, produced as part of this RGA will automatically be vested in **CALTRANS** and **AGENCY** and no further agreement will be necessary to transfer ownership to **CALTRANS** and **AGENCY**. The **AGENCY**, its contractors, subcontractors, and subrecipients, shall furnish **CALTRANS** all necessary copies of data needed to complete the review and approval process.
- 2) It is understood and agreed that all calculations, drawings, and specifications, whether in hard copy of machine-readable form, are intended for one-time use in the Project for which this RGA has been entered into.
- 3) **AGENCY**, its contractors, subcontractors, and subrecipients, are not liable for claims, liabilities, or losses arising out of, or connected with, the modification or misuse by **CALTRANS** of the machine-readable information and data provided by **AGENCY**, its

contractors, subcontractors, and subrecipients, under this RGA; further, **AGENCY**, its contractors, subcontractors, and subrecipients, are not liable for claims, liabilities or losses arising out of, or connected with, any use by **CALTRANS** of the Project documentation on other projects, for additions to this Project, or for the completion of this project by others, excepting only such use as may be authorized, in writing, by **AGENCY**, its contractors, subcontractors, and subrecipients.

- 4) Any sub-agreement in excess of \$25,000.00 entered into as a result of this RGA shall contain all of the provisions of this clause.

31. ADA Compliance

All entities that provide electronic or information technology or related services that will be posted online by Caltrans must be in compliance with Government Code Sections 7405 and 11135 and the Web Content Accessibility Guidelines (WCAG) 2.0 or subsequent version, published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success. All entities will respond to and resolve any complaints/deficiencies regarding accessibility brought to their attention.

32. Electronic Signatures

Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures for this Agreement. Documents that are referenced by this Agreement may still require manual signatures.

33. Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order [N-6-22](#) (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law unless the contract has been Federalized (i.e. there is federal participation in any phase). The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

Section IV

Attachments:

The following attachments are incorporated into and are made a part of this RGA by this reference and attachment.

- I. **AGENCY** Resolution
- II. Scope of Work and Project Timeline
- III. Grant Application Guide

In Witness Whereof, the parties hereto have executed this RGA on the day and year first herein above written:

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

COUNTY OF SAN MATEO

By: *Robert Carothers*

By: *Ann M. Stillman*
Ann M. Stillman (Jan 14, 2025 13:05 PST)

Printed Name: **Robert Carothers**

Printed Name: **Ann M. Stillman**

Title: **Contract Officer**

Title: **Director of Public Works**

Date: **02/19/2025**

Date: **01/14/2025**

By:

Printed Name:

Title:

Date:

By:

Printed Name:

Title:

Date: