



## **REQUEST FOR PROPOSALS**

### **Construction Mitigation Services for the Crystal Springs Dam Bridge Replacement Project in the Unincorporated Areas of San Mateo County**

**Federal Aid Project No.: BRLO–5935 (052)**

**County Project No.: R1104**

**Project File No.: E4867**

*County of San Mateo  
Department of Public Works*

Date: July 3, 2015

**Responses Must be Received by 4:00 p.m. on July 31, 2015**

**REQUEST FOR PROPOSALS  
FOR  
Construction Mitigation Services for the  
Crystal Springs Dam Bridge Replacement Project in the  
Unincorporated Areas of San Mateo County**

**Federal Aid Project No.: BRLO-5935 (052)  
County Project No.: R1104  
Project File No.: E4867**

Proposals must be submitted to:

Department of Public Works  
James C. Porter, Director of Public Works  
555 County Center, Fifth Floor  
Redwood City, CA 94063-1665

Attention: Gil Tourel, Principal Civil Engineer

**By 4:00 P.M. Pacific on  
July 31, 2015**

PROPOSALS WILL NOT BE ACCEPTED AFTER THIS DATE AND TIME

***Note regarding the Public Records Act:***

Government Code Sections 6550 *et seq.*, the California Public Record Act, defines a public record as any writing containing information relating to the conduct of the public business. The Public Record Act provides that public records shall be disclosed upon written request and that any citizen has a right to inspect any public record unless the document is exempted from disclosure.

Be advised that any contract that eventually arises from this Request For Proposals is a public record in its entirety. Also, all information submitted in response to this Request For Proposals is itself a public record **without exception**. Submission of any materials in response to this Request For Proposals constitutes a waiver by the submitting party of any claim that the information is protected from disclosure. By submitting materials, (1) you are consenting to release of such materials by the County if requested under the Public Records Act without further notice to you and (2) you agree to indemnify and hold harmless the County for release of such information.

*(RFP template rev. 3/12)*

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## **SECTION I - GENERAL INFORMATION**

### **STATEMENT OF INTENT**

As outlined in more detail in Section IV (Scope of Work), below, this Request for Proposals (RFP) seeks a Consultant for construction mitigation, biological monitoring, and reporting services in association with the Reconstruction of County Bridge No. 67 /Crystal Springs Dam Bridge (CSDB) Replacement Project. The target commencement date and term for the proposed services is September 2015 through December 2017, subject to negotiation of a final agreement.

### **BACKGROUND**

Services would be provided for the Engineering and Construction Section of the Department of Public Works (Department). The Engineering and Construction Section is responsible for investigating, design, review, development of standards, and computer aided drafting support associated with bridges, roadway, utilities, and facility projects. More information regarding the services provided by the Section can be obtained visiting the Department's web site at: <http://publicworks.smcgov.org/>

The County is requesting proposals from qualified Consultants to provide construction mitigation, biological monitoring, and reporting services in association with the replacement of CSDB Replacement Project.

These services are required by the United States Fish and Wildlife Service's (USFWS) 2009 Amendment to its 1999 Biological Opinion. The County's Mitigation Monitoring and Reporting Program (MMRP) require that specific mitigation measures be performed by a qualified biological monitor (QBM). Consultant work during the bridge reconstruction phase shall include worker training, pre-construction surveys, and the required onsite biological monitoring. The County has cleared both the NEPA and CEQA environmental process for this project. The County has also obtained from the USFWS a 2009 Amendment to its original 1999 Biological Opinion in regards to effects of this project on the federally threatened California red-legged frogs (CRLF) and the federally endangered San Francisco garter snake (SFGS). The County has certified a Mitigated Negative Declaration. A Notice of Determination was filed with the County Clerk on January 20, 2010.

Services to be provided by the Consultant as requested by this RFP will be financed through federal funding obtained from the Federal Highway Administration (FHWA). Consequently, Disadvantaged Business Enterprises (DBE) requirements of 49 CFR, Part 26 apply. As required by federal law, the State has established a statewide overall DBE goal. This County federal-aid contract is considered to be part of the statewide overall DBE goal. The County is required to report to the California Department of Transportation (Caltrans) on DBE participation for all federal-aid contracts each year so that attainment efforts may be evaluated.

Consultants are advised that, as required by Federal Law, the County of San Mateo has established a DBE goal for work done in connection with this RFP of **Twenty and 28/100s Percent (20.28%)**.

Reference is made to Section IV, "Scope of Work" of this RFP for specific Disadvantaged Business Enterprises (DBE) Contract Requirements and forms to be completed and submitted with this RFP.

**THE REQUEST FOR PROPOSALS PROCESS**

This RFP seeks the submission of proposals to provide services from any and all interested and qualified proposers. The Department, which is a part of the government of the County of San Mateo, seeks by way of this RFP to obtain the listed services in a manner that maximizes the quality of services while also maximizing value to the County and, by extension, the citizens of the County. Proposers must be able to show that they are capable of performing the services requested. Such evidence includes, but is not limited to, the respondent's demonstrated competency and experience in delivering services of a similar scope and type and local availability of the proposer's personnel and equipment resources.

**SECTION II - RFP PROCEDURE**

This section describes the general RFP procedure used by the Department, and the remaining sections of this RFP list detailed requirements.

**A. TENTATIVE SCHEDULE OF EVENTS**

<b>EVENT</b>	<b>TARGET DATE</b>
1. RFP Release Date	July 3, 2015
2. Deadline to Submit Written Questions	July 17, 2015
3. Release of Responses to Written Questions	July 23, 2015
4. Proposal Deadline – Proposals Must be <u>RECEIVED</u> by 4:00 p.m. on This Date	July 31, 2015
5. Review of Proposals	August 3-7, 2015
6. Creation of Short List	August 7, 2015
7. Interview of Short List	August 11-13, 2015
8. Announcement of Standing	August 17, 2015
9. Protest Deadline	August 24, 2015
10. Final resolution of any protest	September 8, 2015
11. Recommendation to Board of Supervisors	September 22, 2015
12. Contract Start Date	September 22, 2015

**B. SUBMISSION OF PROPOSALS**

Proposal: One (1) original, three (3) copies, and one (1) PDF copy on a CD must be received and date stamped by the Department no later than 4:00 p.m. on Friday, July 31, 2015 as listed in the TENTATIVE SCHEDULE OF EVENTS. Proposals should be in

the format required in Section V (Proposal Submission Requirements). There will be no public opening of proposals. All proposals shall be firm offers, and will so be considered by the County, although the County reserves the right to negotiate terms upon evaluation of the proposals. Proposals will be considered valid offers for a period of ninety (90) days following the close of the RFP.

By submitting a proposal, each proposer certifies that its submission is not the result of collusion or any other activity which would tend to directly or indirectly influence the selection process. The proposal will be used to determine the proposer's capability of rendering the services to be provided. The failure of a proposer to comply fully with the instructions in this RFP may eliminate its proposal from further evaluation as determined in the sole discretion of the County. The Department reserves the sole right to evaluate the contents of proposals submitted in response to this RFP and to select a Consultant, if any.

Proposals received late will not be opened or given any consideration for the proposed services unless doing so is deemed to be in the best interest of the County, as determined in the sole discretion of the Department.

All proposals must be delivered as required by Section V (Proposal Submission Requirements), to:

Department of Public Works  
James C. Porter, Director of Public Works  
County of San Mateo  
555 County Center, 5<sup>th</sup> Floor  
Redwood City, CA 94063-1665

Attention: Gil Tourel, Principal Civil Engineer

Upon receipt by the Department, all proposals will be date/time stamped. All proposals received prior to the deadline for proposals will be kept in a secure place. **Electronic, faxed or late proposals will not be considered.**

### **C. CONFIDENTIALITY OF PROPOSALS**

California Government Code Sections 6250 *et seq.* (the "California Public Records Act" or the "Act") defines a public record as any writing containing information relating to the conduct of the public business. The Act provides that public records shall be disclosed upon written request and that any citizen has a right to inspect any public record unless the document is exempted from disclosure. The Department, which is part of the County of San Mateo, is subject to the California Public Records Act.

Be advised that any contract that eventually arises from this RFP is a public record in its entirety. Also, all information submitted in response to this RFP is itself a public record without exception. Submission of any materials in response to this RFP constitutes a waiver by the submitting party of any claim that the information is protected from

disclosure. By submitting materials, (1) you are consenting to release of such materials by the County if requested under the Public Records Act without further notice to you and (2) you agree to indemnify and hold harmless the County for release of such information.

If the County/Department receives a request for any portion of a document submitted in response to this RFP, the County will not assert any privileges that may exist on behalf of the person or entity submitting the proposal, and the County reserves the right to disclose the requested materials without notice to the party who originally submitted the requested material. To the extent consistent with the Public Records Act and applicable case law interpreting those provisions, the County/Department and/or its officers, agents, and employees retain discretion to release or withhold any information submitted in response to this RFP.

Submission of a proposal constitutes a complete waiver of any claims whatsoever against the County and/or its officers, agents, or employees that the County has violated a proposer's right to privacy, disclosed trade secrets, or caused any damage by allowing the proposal to be inspected.

#### **D. PROPOSAL EVALUATION**

All proposals received will be evaluated by an RFP Evaluation Committee. During the evaluation process, the County may require a proposer's representative to answer specific questions orally and/or in writing. The County may also require a visit to the proposer's offices, other field visits or observations by County representatives, or demonstrations as part of the overall RFP evaluation. Once a finalist or group of finalists is selected, additional interactions or information may be required. The most qualified individual or firm will be recommended to the Department and/or County management by the RFP Evaluation Committee based on the overall strength of each proposal, and the evaluation is not restricted to considerations of any single factor such as cost. Execution of an agreement has been tentatively scheduled for September 2015.

Responses to this RFP must adhere to the format for proposals detailed in **Section V (PROPOSAL SUBMISSION REQUIREMENTS)**. The criteria used as a guideline in the evaluation will include, but not be limited to, the following:

1. Firm qualifications and experience, including capability and experience of key personnel and experience with other public or private agencies to provide these services
2. Proposed approach, including clarity of understanding of the scope of services to be provided and appropriateness of the proposed solution/services
3. Customer service
4. History of successfully managing other contracts with public or private agencies



5. Ability to meet any required timelines or other requirements
6. Claims and violations against you or your organization
7. References
8. Compliance with County RFP, Federal, State & County contractual requirements

The County may consider any other criteria it deems relevant, and the Evaluation Committee is free to make any recommendations it deems to be in the best interest of the Department and/or the County. Inaccuracy of any information supplied within a proposal or other errors constitute grounds for rejection of the proposal. However, the County may, in its sole discretion, correct errors or contact a proposer for clarification.

Note that the County reserves the right to evaluate proposals solely based on each Consultant's written submission. In relation to written materials, evaluation will be performed only on the material included directly in the proposal itself unless otherwise indicated or requested by the County. The evaluation team will not access company web sites or read sales brochures, marketing materials, or white papers in evaluating Consultant experience or proposed methodology unless doing so is in the County's best interest. You may submit additional materials or reference on-line information in your proposal if you wish, but these will not necessarily be considered during the proposal evaluation process.

The County reserves the right to accept other than the proposals with the lowest costs and to negotiate with proposers on a fair and equal basis when the best interests of the County are served by doing so.

#### **E. PROPOSAL RECOMMENDATION**

The Evaluation Committee will recommend a provider or providers to Department management or may recommend that the proposals be rejected. Department management will then make its own decision as to whether to accept or reject the Evaluations Committee's recommendations. Ultimate acceptance or rejection of the recommended proposal and execution of a contractual agreement is the independent prerogative of the Department and/or the County, notwithstanding any recommendations made by the Evaluation Committee. The County reserves the right to negotiate with any provider in working to finalize an agreement in relation to the proposer's response.

#### **F. NOTICE TO PROPOSERS**

The Department is not required to give notice to proposers in any specific format or on any particular timeline. At some point prior to execution of a final agreement for the requested services, the Department will notify those who submitted proposals of their non-selection. Proposers may be notified at different times depending on the needs of the Department.

## **G. PROTEST PROCESS**

If a proposer desires to protest the selection decision, the proposer must submit by facsimile or email a written protest within five (5) business days after the delivery of the notice about the decision. The written protest should be submitted to the Director of Public Works as outlined below. Protests received after the deadline will not be accepted. Protests must be in writing, must include the name and address of the Proposer and the Request for Proposals numbers, and must state all the specific ground(s) for the protest. A protest that merely addresses a single aspect of the selected proposal (for example, comparing the cost of the selected proposal in relation to the non-selected proposal) is not sufficient to support a protest. A successful protest will include sufficient evidence and analysis to support a conclusion that the selected proposal, taken as a whole, is an inferior proposal.

The Director of Public Works will respond to a protest within ten (10) business days of receiving it, and the Department may, at its election, set up a meeting with the proposer to discuss the concerns raised by the protest. The decision of the Director of Public Works will be final. The protest letter must be sent by facsimile and email to:

James C. Porter  
Director of Public Works  
jporter@smcgov.org  
(650) 361-8220

## **SECTION III – GENERAL TERMS AND CONDITIONS**

1. **Read all Instructions.** Please read the entire RFP and all enclosures before preparing your proposal.
2. **Proposal Includes the RFP.** This RFP constitutes part of each proposal and includes the explanation of the Department's needs, which must be met.
3. **Proposal Costs.** Costs for developing proposals are entirely the responsibility of the proposer and shall not be charged to the Department or otherwise reimbursed by the County.
4. **Proposal Becomes County Property.** The RFP and all materials submitted in response to this RFP will become the property of the County.
5. **Questions and Response Process.** Submit all questions relating to this RFP by one of three methods:
  - A. Mailed to: Carter Choi or Gil Tourel  
555 County Center, 5<sup>th</sup> Floor  
Redwood City, CA 94063-1665
  - B. E-mailed to: [csdb@smcgov.org](mailto:csdb@smcgov.org)

C. Faxed to: (650) 361-8220 Attn: Carter Choi or Gil Tourel

All questions must be received no later than 4:00 p.m. on Friday July 17, 2015.

All questions and answers will be posted on the Department website at

<http://publicworks.smcgov.org/CSDB-Construction-Mitigation-RFP>

The Department may, at its option, email prospective proposers with the questions and answers in addition to posting them on the website listed above. If you wish to receive such notice, you may email Carter Choi or Gil Tourel at the email address above before you submit a proposal.

If changes to the RFP are warranted, they will be made in writing, clearly marked as addenda to the RFP, and posted to the website. It is the responsibility of each proposer to check the website listed above for changes and/or clarifications to the RFP prior to submitting a response, and a proposer's failure to do so will not provide a ground for protest.

6. **Alteration of Terms and Clarifications.** No alteration or variation of the terms of this RFP is valid unless made or confirmed in writing by the County. Likewise, oral understandings or agreements not incorporated into the final contract are not binding on the County.

If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the proposer must immediately notify the County of such error in writing and request modification or clarification of the document. If a proposer fails to notify the Department of an error in the RFP prior to the date fixed for submission, the proposer shall submit a response at his/her own risk, and if the proposer enters into a contract, the proposer shall not be entitled to additional compensation or time by reason of the error or its later correction.

Modifications or clarifications to the RFP will be posted to the Department website as outlined in Section III.5 (Questions and Response Process), without divulging the source of the request for same. The Department may, at its discretion, also give electronic notice by email to all parties who have notified the Department of their electronic contact information in response to this RFP, but no party that fails to receive email notice has any basis for protest given that all clarifications will be available online. It is the obligation of all proposing parties to check the Department website for updates regarding the RFP if they wish to be kept advised of clarifications prior to submitting a proposal.

7. **Selection of Consultants(s).** The selection of a Consultant will be memorialized in the form of a "Standard County Agreement with Independent Contractor" (see the sample template at Section VI, Enclosure 4), authorized by a resolution of the County Board of Supervisors and signed by both parties.

The County reserves the right to reject any or all proposals without penalty. The County's waiver of an immaterial deviation in the proposal shall in no way modify the RFP documents or excuse the proposer from full compliance with the specifications if the proposer enters into a contract.

Once a Consultant is selected, the Agreement with that Consultant must still be negotiated and submitted to the San Mateo County Board of Supervisors for approval, and there is no contractual agreement between the selected Consultant unless and until the Board of Supervisors accepts and signs the Agreement. Selection of a proposal for negotiation of contract terms and eventual submission to County leadership by way of an Agreement does not constitute an offer, and proposers acknowledge by submission of a proposal that no agreement is final unless and until approved by the Board of Supervisors.

*The top-ranked Consultants who are invited to an interview will be requested to submit a sealed cost proposal at the time of interview. The format for the cost proposal must adhere to "Exhibit 10-H Sample Cost Proposal (Example #2)" (Enclosure 9). Additionally, all subconsultants are required to submit Exhibit 10-H Sample Cost Proposal (Example #2), regardless of the dollar value of their contract.*

*The cost proposal for the most qualified Consultant after the interviews will be opened and used to begin negotiations. The Consultant shall complete and submit "Exhibit 10-K Consultant Certification of Contract Costs and Financial Management System" (Enclosure 10). The contract will not be awarded to a Consultant without an adequate financial management and accounting system as required by 48 CFR Part 16.301-3, 49 CFR Part 18, and 48 CFR Part 31.*

8. **Equal Benefits.** With respect to the provision on employee benefits, Consultant must comply with the County Ordinance prohibiting discrimination in the provision of employee benefits between a full-time employee with a registered domestic partner and one with a spouse. See Section VI, Enclosure 1.
9. **Jury Duty.** The Consultant must comply with the County Ordinance requiring that the Consultant have and adhere to a written policy that provides its full-time employees who live in San Mateo County with no fewer than five days of regular pay for actual jury service in San Mateo County. This policy may provide that employees deposit any fees received for such jury service with the Consultant or that the Consultant deduct the fees received for jury service from the employee's regular pay. See Section VI, Enclosure 2. If the proposer has no employees that qualify for jury duty in San Mateo County, the proposer may satisfy this requirement by providing the County with written confirmation of the fact that (1) it has no such employees and (2) its policy is to comply with the jury duty pay ordinance with respect to any future qualifying employees.
10. **Insurance.** The County has certain insurance requirements that must be met. In most situations those requirements include the following: the Consultant must

carry \$1,000,000 or more in comprehensive general liability insurance; the Consultant must carry motor vehicle liability insurance, and if travel by car is a part of the services being requested, the amount of such coverage must be at least \$1,000,000; if the Consultant has two or more employees, the Consultant must carry the statutory limit for workers' compensation insurance; if the Consultant or its employees maintains a license to perform professional services (e.g., architectural, legal, medical, psychological, etc.), the Consultant must carry professional liability insurance; and generally the Consultant must name the County and its officers, agents, employees, and servants as additional insured on any such policies (except workers compensation). Depending on the nature of the work being performed, additional requirements may need to be met.

11. **Incomplete Proposals May be Rejected.** If a proposer fails to satisfy any of the requirements identified in this RFP, the proposer may be considered non-responsive and the proposal may be rejected.
12. **Contact with County/Department Employees.** As of the issuance date of this RFP and continuing until the final date for submission of proposals, all proposers are specifically directed not to hold meetings, conferences, or technical discussions with any County employee for purposes of responding to this RFP except as otherwise permitted by this RFP. Any proposer found to be acting in any way contrary to this directive may be disqualified from entering into any contract that may result from this RFP.

Proposers should submit questions or concerns about the process as outlined in Section III.5 (Questions and Responses Process). The proposer should not otherwise ask any County/Department employees questions about the RFP or related issues, either orally or by written communication, unless invited to do so.

13. **Miscellaneous.** This RFP is not a commitment or contract of any kind. The County reserves the right to pursue any and/or all ideas generated by this RFP. The County reserves the right to reject any and all proposals and/or terminate the RFP process if deemed in the best interest of the County. Further, while every effort has been made to ensure the information presented in this RFP is accurate and thorough, the County assumes no liability for any unintentional errors or omissions in this document. The County reserves the right to waive or modify any requirements of this RFP when it determines that doing so is in the best interest of the County.

## **SECTION IV – SCOPE OF WORK**

### **AREA OF WORK**

The construction mitigation of any work associated with this project may occur within San Francisco Public Utilities Commission (SFPUC) Crystal Springs Watershed, in and around Tracy Lake, North Marsh area of the Lower Crystal Springs Reservoir, portions of Sawyer Camp Trail, on top of Crystal Springs Dam, and on Skyline Boulevard

between Bunker Hill Drive and Crystal Springs Road. See Enclosure 6 Crystal Springs Dam Bridge Replacement Project – Vicinity and Location Map.

## **SCOPE OF WORK**

**Description:** The primary role of the Consultant shall include, but not be limited to, assisting the County of San Mateo Department of Public Works in biological and monitoring support services for the construction phase of the Crystal Springs Dam Bridge Replacement project. As part of this task, the Consultant would evaluate and adhere to the guidelines as stated in the USFWS's 2009 Amendment to its 1999 Biological Opinion and adhere to the guidelines of the County's MMRP for its Mitigated Negative Declaration (MND) for specific mitigation measures that require the expertise of a Qualified Biological Monitor (QBM).

The QBM must possess a bachelor's degree in biology, at a minimum, and be approved by both the United States Fish and Wildlife Service (USFWS) and California Department of Fish and Wildlife (CDFW) at least 30 days prior to pre-construction activities. Consultant will be required to adequately demonstrate to the County that their staff or sub-consultants who will be acting as QBMs are approved by the USFWS and CDFW to work on the Project.

The list of services to be provided, at a minimum, are as follows:

-Adhere and implement the Mitigation Measures

If requested by the County, the Consultant may potentially provide optional additional construction mitigation services for the Project prior to or during the bridge reconstruction. These optional services, if requested by the County, would fall under Part B) Optional Miscellaneous Environmental Services of the RFP.

Please be aware that the County will not hold a site visit prior to the proposed deadline for proposal submittal.

**Part A) Mitigation Measures** – The following specified mitigation measures are consistent with both the Mitigation and Monitoring and Reporting Plan (MMRP) the USFWS's 2009 Amendment to its 1999 Biological Opinion as well as portions of the USFWS's 1999 Biological Opinion which remain unchanged.

### **Mitigation Measure Bio-1**

A QBM shall create a training curriculum and provide training to all employees (including the County's Inspectors, Contractors, and Subcontractors) before they may work on the Project site. The training will include information on identification and avoidance measures for special-status species and sensitive habitats (i.e. San Francisco garter snake (SFGS), California red-legged frogs (CRLF), etc.) potentially present in the Project impact area. The Project impact area is considered to be the project footprint of the bridge reconstruction project and surrounding mitigation areas as well as SFPUC's watershed. All personnel will be required to sign that they have attended the training and agree to abide by the measures.

### **Mitigation Measure Bio-3**

Take avoidance measures for SFGS will be implemented in all areas where bridge reconstruction work could result in the direct impact of this species. Measures will include pre-construction survey and relocation plans, environmental education programs, and biological monitoring during all reconstruction phases.

The QBM shall ensure measure and plan implementation, oversee exclusion fencing installation (installation to be completed by the bridge Contractor) monitor clearing and grubbing at the start of construction, and oversee educational programs. The QBM shall document compliance in a Construction Monitoring Report, submit to the County for review and approval, and submit the report to USFWS and CDFW. In addition, the QBM will maintain a daily log that indicates results of exclusion fence inspections, and other categories of environmental compliance per all project environmental permits and requirements. **The QBM will ensure that work is confined to the smallest area possible to safely complete the project** and that the limits of the work area are clearly marked.

### **Mitigation Measure Bio-4**

To avoid and minimize Project effects to CRLF and SFGS during the reconstruction phase, the QBM shall ensure compliance with all measures outlined in the USFWS's 2009 USFWS Amendment to its 1999 Biological Opinion as well portions of the USFWS's 1999 Biological Opinion which remain unchanged. The Consultant's QBM will be the on-site biological monitor for the duration of the **anticipated twenty-four month (24-month) bridge reconstruction project** or until the end of the reconstruction contract.

### **Mitigation Measure Bio-11**

A QBM will inspect the construction site each morning prior to the beginning of construction activities. Any western pond turtles that are in the Project impact area will be removed and transported to a suitable release site downstream. The number and size of any captured turtles, as well as the release site, will be reported to CDFW. The QBM shall create a report of captured turtles and their release site. The QBM shall submit this report to CDFW and the County.

### **Consultant Deliverables:**

- Daily construction monitoring reports and photos
- Meeting minutes including project status, key issues and decisions, work to be completed, action items and schedules, and cost tracking shall be provided to all meeting attendees no later than two (2) working days after meeting date.
- Monthly progress reports

All reports and deliverables will be provided to the County on a weekly basis, unless otherwise stated.

## **Part B) Optional Miscellaneous Environmental Services**

- Consultant may also be asked to provide the County with requested information during any proposed future construction activities as well as any other tasks not mentioned above.
- If requested by the County, the Consultant may potentially provide construction mitigation services for the Project prior to the bridge reconstruction.
- If required by the regulatory permitting agencies, the County shall direct the QBM perform additional tasks as directed by the permitting agencies.
- Optional Miscellaneous Environmental Services shall include other services that may be authorized by the County, as additional services on an as needed basis, and for potentially unforeseen items of work.

**The following specified mitigation measures are consistent with the MMRP and fall under Part B) Optional Miscellaneous Environmental Services:**

### **Mitigation Measure Bio-2**

Grasslands supporting host plants for the bay checkerspot butterfly will be fenced for avoidance or surveys will be conducted to determine that the butterfly is not present prior to implementation of construction activities. The QBM shall monitor fenced areas to ensure fence integrity. Grasslands not fenced shall be surveyed by an USFWS-approved biologist within two weeks prior to construction activities. If the checkerspot butterfly is found, mitigation approved by the USFWS and appropriate to the location and circumstances shall be implemented. If required, the County shall direct the QBM to fence the grasslands that support the host plants.

### **Mitigation Measure Bio-6**

A pre-construction survey will be conducted to determine if peregrine falcons are nesting on the Interstate 280 (I-280) Bridge. If no nesting falcons are observed, no further mitigation will be necessary. The QBM shall create a report of findings on the pre-construction surveys and submit the report to the County.

### **Mitigation Measure Bio-7**

If peregrine falcons are found to be nesting on the I-280 Bridge, nest monitoring will be conducted during construction to determine whether the peregrine falcons are affected by the bridge project. If no disturbance to incubation or the feeding of chicks is observed, no additional mitigation for nesting activities will be necessary. The QBM shall create a report of findings of construction monitoring and submit the report to the County.

### **Mitigation Measure Bio-8**

If it is determined during monitoring that Project construction activities are interrupting peregrine falcon egg incubation or the feeding of the chicks, further mitigation measures will be developed by the Consultant in coordination with CDFW. The QBM shall monitor any peregrine falcon behavior for egg incubation interruption. If the QBM observes that egg incubation or chick feeding is interrupted by construction



activities, the County shall contact the CDFW for guidance on additional mitigation measures. The QBM shall oversee implementation of the additional measures. The QBM shall create a report of all activities during egg incubation and feeding of chicks and submit the report to the County.

#### **Mitigation Measure Bio-9**

If, a fledgling peregrine falcon enters the construction area, all construction activity will cease until the bird leaves the area. A QBM may haze or move the bird from the area. The QBM shall monitor fledgling peregrine falcons and stop construction activity if a fledgling peregrine falcon enters the construction area. The QBM shall immediately contact the County and the Contractor for stoppage of construction activity. The QBM shall create a report of all activities involving fledgling falcons and submit the report to the County.

#### **Mitigation Measure Bio-10**

If, a fledgling peregrine falcon enters the construction area and is injured, construction activities will cease until the bird is removed from the area by a QBM. The County and Contractor shall be immediately informed of all stoppage of work. Any injured peregrine falcon will be transported to an approved facility, by the QBM, such as that operated by the Santa Cruz Predatory Bird Research Group for care. The QBM shall monitor injured fledgling peregrine falcons, stop construction activity, and transport the bird to the appropriate facility. The QBM shall create a report of all activities involving injured fledgling falcons.

#### **Mitigation Measure CR-1**

If, at any time, archaeological resources are identified within the Project area, the Contractor(s) excavations within 50 feet of the find shall be temporarily halted or diverted until the discovery is examined by a qualified archaeologist. The Consultant shall monitor excavations, determine procedures upon discovery of archaeological resources, and write a report of the findings and actions to be taken after construction completion. The Consultant shall immediately notify the County of the encountered resource.

The anticipated duration of the construction project is approximately twenty-four (24) months.

#### **Additional Requirements/Considerations:**

##### **Elements of Qualifying Project Experience**

Work performed within last five (5) years involving construction mitigation services, and environmental permitting associated with roadway and bridges, particularly any work performed for government agencies of similar nature.

Support services available, such as special handling of various endangered species, which may be required for this project.

QBM must possess a bachelor's degree in biology and be approved by both USFWS and CDFW at least 30 days prior to pre-construction activities. Provide

information about previous projects where approval of your firm's staff was required by USFWS and CDFW as it relates to the staff that is being proposed for this project.

Consultants having previous experience in obtaining an encroachment permit to enter SFPUC's watershed is desirable. Consultant may be required to obtain an encroachment permit from the SFPUC prior to performing any activity on SFPUC property. The Consultant will need to provide SFPUC with insurance certificates, each in the amount of \$1,000,000 for workers compensation, automobile, and general liability insurance for the duration of their contract.

## **Federal-Aid Project Requirements**

### **Disadvantaged Business Enterprises (DBE) Contract Requirements**

The term "Disadvantaged Business Enterprise" or "DBE" means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR):

"The Contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of Title 49 CFR (Code of Federal Regulations) part 26 in the award and administration of US DOT assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate."

The parties recognize that the RFP for which the Consultant's services are being retained is financed through funds obtained from the California Department of Transportation (Caltrans) and Federal Highway Administration (FHWA). Consequently, the DBE requirements of 49 CFR, Part 26 apply. As required by federal law, the State has established a statewide overall DBE goal. This County federal-aid contract is considered to be part of the statewide overall DBE goal. The County is required to report to Caltrans on DBE participation for all federal-aid contracts each year so that attainment efforts may be evaluated.

The County has established a DBE goal for work done in connection with this RFP of **Twenty and 28/100s Percent (20.28%)**.

Consultant shall include with their proposal, an "Exhibit 10-O1 Consultant Proposal DBE Commitment" form (See Enclosure 11) and "Exhibit 10-O2 Consultant Contract DBE Information" form (See Enclosure 12). In order for a Consultant to be considered responsible and responsive, the Consultant must make and **submit good faith efforts documentation to meet** the goal established for the Contract. If the DBE goal is not met, the Consultant's good faith efforts documentation will be reviewed by the County for adequacy. **Regardless of whether or not the Consultant has met the DBE goal, the Consultant shall complete and submit the "DBE Information - Good Faith Efforts, Exhibit 15-H" form (See Enclosure 15) with the proposal showing that an adequate good faith effort was made to meet the goal.** Only good faith efforts

directed towards obtaining participation by DBEs will be considered.

**Good faith efforts documentation (See Enclosure 15 for details) must be submitted with Consultant's proposal. If Consultant does not submit the Good Faith Efforts documentation with their proposal, said Consultant's proposal shall be considered to be non-responsive and be disqualified.**

**Regardless if Contractor's DBE Commitment form shows that the DBE goal has or has not been met, Contractor is still required to submit good faith efforts documentation with the proposal to protect eligibility for award of the contract in the event the County finds that the DBE goal has not been met.**

DBE and other small businesses are strongly encouraged to participate in the performance of Agreements financed in whole or in part with federal funds (See 49 CFR 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"). The Consultant should ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

Consultants are encouraged to use services offered by financial institutions owned and controlled by DBEs.

It is the Consultant's responsibility to be fully informed regarding the requirements of 49 CFR 26. Attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime Contractor, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE Consultant not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
  1. The Consultant is a DBE and will meet the goal by performing work with its own forces.
  2. The Consultant will meet the goal through work performed by DBE subcontractors, suppliers, or trucking companies.
  3. The Consultant, prior to their proposal submittal, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.

- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The Consultant shall list subcontractor for portions of work as defined in their proposal and all DBE subcontractors should be listed in the proposal list of subcontractors. The Consultant shall complete and submit "Exhibit 12-B Bidder's List of Subcontractors (DBE and Non-DBE)" (See Enclosure 14).
- G. A Consultant who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE subcontractors.

### **DBE Resources**

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance. Consultant may call (916) 440-0539 for web or download assistance.
- B. Access the CUCP database from the Department of Transportation, Civil Rights, Business Enterprise Program web site at:  
<http://www.dot.ca.gov/hq/bep/>
- C. Click on the link in the left menu titled *Disadvantaged Business Enterprise*
- D. Click on Search for a DBE Firm link
- E. Click on *Access to the DBE Query Form* located on the first line in the center of the page
- F. Searches can be performed by one or more criteria
- G. Follow instructions on the screen
- H. How to Obtain a List of Certified DBEs without Internet Access:  
DBE Directory: If you do not have Internet access, Caltrans also publishes a directory of certified DBE firms extracted from the online database. A copy of the directory of certified DBEs may be ordered at:  
<http://caltrans-opac.ca.gov/publicat.htm>

### **Materials or Supplies Purchased from DBE's count towards DBE credit in the following manner:**

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm

that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not UDBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

## **SECTION V – PROPOSAL SUBMISSION REQUIREMENTS**

The proposal should be submitted in the following format:

### **A. General Instructions**

All proposals should be typewritten or prepared on a computer and have consecutively numbered pages, including any exhibits, charts, or other enclosures.

All proposals should adhere to the specified content and sequence of information described by this RFP.

Submit one (1) original, three (3) copies, and provide one (1) PDF copy on a CD. All printing shall be double-sided (duplex).

### **B. Cover Letter**

Provide a one page cover letter on your letterhead which includes the address, voice and fax numbers, and e-mail address of the contact person or persons and an indication of who is authorized to represent the proposer in negotiations.

Unless the proposer is an individual, all proposals must be signed with a firm/company/partnership/entity name and by a responsible officer or employee indicating that officer or employee's authorization to commit the proposer to the terms of the proposal. Obligations assumed by such signature must be fulfilled.

**C. Specified Content and Detailed Sequence of Information in the RFP**

Each proposal should include sections addressing the following information in the listed order. The proposer should be sure to include all information that it feels will enable the Evaluation Committee and, ultimately, the Department to make a decision. Failure of the proposer to provide specific, detailed information may result in its proposal being rejected in favor of a sufficiently-detailed proposal. Any necessary exhibits or other information, including information not specifically requested by this RFP but that you feel would be helpful, should be attached to the end of the proposal. The party submitting the materials should keep in mind the limitations on confidential information described by Section II.C (Confidentiality of Proposals).

**D. Tabbing of Sections**

Be sure your proposal is properly tabbed using the following sections:

**TAB 1 Firm Qualifications and Experience (3-duplex pages maximum):**

- a. Provide a one page introduction that demonstrates an overview of your firm's history and provide a project overview based on the Scope of Work presented in this RFP. Consultant will provide a high level description of how they will go about addressing the project tasks.
- b. Provide a statement of qualifications for your organization, including an organization chart, a statement of the size of firm, a description of services provided by your organization, and a statement of the extent of experience/history providing the services requested by this RFP.
- c. How many full time employees (FTEs) do you plan to assign to this project if you are selected?
- d. How many people in total are employed by your company? Please delineate between employees and Consultants.
- e. If applicable, list the professional qualifications for each individual that would be assigned to provide services requested by this RFP, including date and school of any applicable degrees, additional applicable training, and any professional certifications/licensing. In lieu of listing this information, you may submit a resume or curriculum vitae (CV) for each such individual if the resume/CV includes all the requested information.
- f. If your firm required the services of other sub-consultants for some of the qualifying elements, please indicate and ask the sub-consultants to submit the same information in support of their qualifying experience for that particular element. Include that information with the proposal.

**TAB 2 Proposed Approach (5-duplex pages maximum):**

This section describes your proposed approach for meeting the services required by the Department, as listed in Section IV, above. Relevant considerations include the quality and feasibility of your approach to meeting these needs, the manner in which you plan to provide adequate staffing (including planning for absences and back-up coverage, training, background checks, and monitoring, etc.), and equipment or other resources provided by you (if applicable). Please be aware that the County will not hold a site visit prior to the proposed deadline for proposal submittal. Keep these considerations in mind as you respond to the following:

- a. Describe how you will fulfill the needs of the Department included in this RFP. Please attach a project plan, if appropriate. Provide a detailed description on how you plan to approach this project. Identify any unique insights or strengths that your firm may have related to this project. Provide a description of the required mitigation measures and how each mitigation measure will be undertaken by the Consultant team. Add details on how each mitigation measure will be accomplished and provide a potential timeline of the anticipated work and key issues that may affect this timeline. Include any issues that you believe will require special consideration or attention during the design phase. A thorough description of the Consultant's approach to this reconstruction project shall be documented, including, but not limited to:
  - i. Major tasks such as thoroughly understanding the environmental documents, permitting process, and the permit constraints for each.
  - ii. Potential environmental and design constraints and knowledge of mitigation measures.
  - iii. Major milestones to successfully complete this construction mitigation project and to meet the constraints of the environmental permits and/or requirements.
  - iv. Provide information about your firm's staff that is qualified and properly certified to handle endangered species such as the California Red Legged Frog and San Francisco Garter Snake, including key issues of previous projects of a similar nature and experience in dealing with those issues that you feel sets your firm apart.
- b. List your needs for physical space and/or equipment at the Department.
- c. Identify how you will meet all other aspects of the scope of work and related requirements listed in Section IV, above, and list any items you cannot provide.
- d. Describe the measurements/metrics/deliverables/assessments you will provide to allow the Department to assess the services you will provide.

Provide information on how deliverables will be provided to the County and how comments on draft deliverables will be addressed.

- e. Provide information on any other pertinent services, if any, you can offer that will reduce costs or enhance the Revenue Cycle for the Department.

**TAB 3 Customer Service (1-single sided page maximum):**

- a. How will your services meet the needs of the Department's customers and/or the public?
- b. In the event of a routine problem, who is to be contacted within your organization?
- c. In the event of the identification of a problem by the Department, its clients and/or other applicable constituents, describe how you will address such problems and the timeframe for addressing them.

**TAB 4 Claims and Violations Against Your Organization (1-single sided page maximum):**

Please list any current violations or claims against you/your organization and those having occurred in the past five years, especially those resulting in claims or legal action against you.

**TAB 5 Cost to the Department for Primary Services (4-duplex pages maximum):**

**The top-ranked Consultants who are invited to an interview will be requested to submit a sealed cost proposal at time of interview, in accordance with the provisions in this Tab 5. The format for the cost proposal must adhere to "Exhibit 10-H Sample Cost Proposal, (Example #2)" (Enclosure 9). Additionally, all sub consultants are required to submit "Exhibit 10-H Sample Cost Proposal, (Example #2)", regardless of the dollar value of their contract.**

- a. Provide a detailed explanation of all costs associated with your providing the requested services if you are selected.
- b. Provide a proposed hourly rate schedule for your firm and that of each sub consultant. Both of these will need to be provided in a sealed envelope at the time of interview.
- c. Is travel time to the Department expected to be billable? If so, how will travel time invoices be calculated? Generally, proposals that do not include such travel time or expenses are preferred unless the services requested require travel as part of the service.
- d. Provide a schedule of fees that include hourly rates, based on job title (i.e. Project Manager, Inspector, etc.), for normal business hours (Monday through Friday, 8:00 a.m. through 5 p.m.), and for after hours (Monday through Friday, 5 p.m. through 8 a.m., and Saturdays and Sundays).



**TAB 6 References (1-duplex page maximum):**

- a. List at least three business references for which you have recently provided similar services. Include contact names and phone numbers for all references provided.
- b. Provide at least three client references, if applicable and appropriate, for whom you provide more than occasional services. Include names and phone numbers for these individuals.

**TAB 7 Statement of Compliance with County Contractual Requirements (1-single sided page maximum):**

A sample of the County's standard contract (including Exhibits A and B) is attached to this RFP (Enclosure 4). Each proposal must include a statement of the proposer's commitment and ability to comply with each of the terms of the County's standard contract, including but not limited to the following:

- The County non-discrimination policy;
- The County equal employment opportunity requirements;
- County requirements regarding employee benefits;
- The County jury duty ordinance;
- The hold harmless provision;
- County insurance requirements;
- The requirements of Exhibit E of the Standard County Agreement;
- and
- All other provisions of the standard contract.

In addition, the proposer should include a statement that it will agree to have any disputes regarding any contract venued in San Mateo County or the Northern District of California.

Proposals must advise County of any objections to any terms in the sample agreement attached to this RFP, and provide an explanation for the inability to comply with the required term(s). If no objections are stated, County will assume the proposer is prepared to sign the sample agreement, as-is.

**PLEASE NOTE: The sample Agreement attached to this RFP is a template and does not constitute the final agreement to be prepared for the Consultant that is selected. Please do not attempt to insert missing information and complete the attached sample. Once a Consultant is selected, the Department will work with the selected Consultant to draft an agreement using the sample. However, each proposal should address the general terms of the sample agreement as outlined in this section.**

**TAB 8 Compliance with Federal Requirements**

This project will be using Federal-Aid funds, and will need to adhere to Federal requirements as they relate to the proposal being submitted. The Consultant will need to provide the following items, completed and signed, along with their proposal in TAB 8.

- 1) Enclosure 9 (Exhibit 10-H),
- 2) Enclosure 10 (Exhibit 10-K),
- 3) Enclosure 11 (Exhibit 10-O1),
- 4) Enclosure 12 (Exhibit 10-O2),
- 5) Enclosure 13 (Exhibit 10-Q)
- 6) Enclosure 14 (Exhibit 12-B)
- 7) Enclosure 15 (Exhibit 15-H),
- 8) Enclosure 16 (DLA-OB 13-07 - Safe Harbor Indirect Cost Rate for Consultant Contracts)
- 9) Enclosure 17 (Internal Control Questionnaire (AASHTO Uniform Audit and Accounting Guide, Appendix B)

Electronic version of these forms can be found at:

<http://www.dot.ca.gov/hq/LocalPrograms/lam/forms/lapmforms.htm>

If a proposer fails to satisfy any of the requirements identified in this TAB, the proposer may be considered non-responsive and the proposal may be rejected.

See Enclosure 5 for the list of Consultants that received this RFP.

### **Consultant Selection**

After the interviews are completed, the cost proposal for the most qualified Consultant will be opened and used to begin negotiations. All Consultants must complete and submit either the Safe Harbor Indirect Cost Rate certification and supplemental questionnaire (Enclosure 16) or an Internal Control Questionnaire, prepared in accordance with applicable Code of Federal Regulations (CFRs). (See AASHTO Uniform Audit and Accounting Guide, Appendix B. Appendix B is attached as Enclosure 17). The Consultant, and all subconsultants, regardless of the dollar value of their contract, must also complete and submit Exhibit 10-K 'Consultant Certification of Contract Costs and Financial Management System' (Enclosure 10.)

These completed documents will be forwarded by the County, along with the proposed agreement, to the Caltrans Audits and Investigations (A&I), for review. The County will not conclude cost negotiations until a Conformance Letter is received from A&I. The contract will not be awarded to a Consultant without an adequate financial management and accounting system as required by 48 CFR Part 16.301-3, 49 CFR Part 18, and 48 CFR Part 31.

Once the form of Agreement has been approved by all parties, it shall be signed by the Consultant and transmitted to the County Board of Supervisors for execution. The Agreement is not valid until executed by the Board of Supervisors.

### **Errors or Changes in the Proposal**

If errors are found in a proposal, the County may reject the proposal; however, the County may, in its sole discretion, correct arithmetic and/or transposition errors. The proposer will be informed of the errors and corrections.

If an item is described in the narrative and omitted from the cost data, the proposal will be interpreted to mean that the proposer will provide the item at no cost. If this is a significant item, the proposer will be notified.

Clarification of and changes in proposals prior to contract award are permissible provided that each proposer is treated fairly and equally.

### **Local Preference**

The County reserves the right to give preference to a County of San Mateo based Consultant if deemed in the best interest of the County.

## **SECTION VI – ENCLOSURES**

## **ENCLOSURE 1**

Chapter 2.84 of the Ordinance Code of San Mateo County: Contractors Equal Benefits

The following lists the text of Chapters 2.84 and 2.85 of the Ordinance Code of San Mateo County (as of March 2012), available on-line at <http://library.municode.com/index.aspx?clientId=16029> . Anyone responding to the Request for Proposals is provided is advised to check on-line for updates to the Ordinance Code. It is a contractor or responding party's obligation to obtain the current version of these ordinances.

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**Chapter 2.84 - CONTRACTS-EQUAL BENEFITS**

**Sections:**

**2.84.010 - Definitions.**

**2.84.020 - Discrimination in the provision of benefits prohibited.**

**2.84.030 - Application of chapter.**

**2.84.040 - Powers and duties of the County Manager.**

**2.84.050 - Date of application.**

**2.84.010 - Definitions.**

For the purposes of this chapter:

- (a) "Contract" means a legal agreement between the County and a contractor for public works, consulting, or other services, or for purchase of supplies, material or equipment for which the consideration is in excess of \$5,000.
- (b) "Contractor" means a party who enters into a contract with the County.
- (c) "Contract Awarding Authority" means the Board of Supervisors or the individual authorized by the Board of Supervisors to enter into contracts on behalf of the County.

(d) "Domestic partner" means any person who is registered as a domestic partner with the Secretary of State, State of California registry or the registry of the state in which the employee is a resident.

(e) "Employee benefits" means the provision of any benefit other than pension and retirement benefits provided to spouses of employees or provided to an employee on account of the employee's having a spouse, including but not limited to bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; vacation; travel benefits; and any other benefits given to employees, provided that it does not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state law.

*(Ord. 4324, 08/15/06)*

**2.84.020 - Discrimination in the provision of benefits prohibited.**

- (a) No contractor on a County contract shall discriminate in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse, subject to the following conditions:
  - 1. In the event that the contractor's actual cost of providing a particular

benefit for the domestic partner of an employee exceeds that of providing it for the spouse of an employee, or the contractor's actual cost of providing a particular benefit to the spouse of an employee exceeds that of providing it for the domestic partner of an employee, the contractor shall not be deemed to discriminate in the provision of employee benefits if the contractor conditions providing such benefit upon the employee's agreement to pay the excess costs.

2. The contractor shall not be deemed to discriminate in the provision of employee benefits if, despite taking reasonable measures to do so, the contractor is unable to extend a particular employee benefit to domestic partners, so long as the contractor provides the employee with a cash payment equal to the contractor's cost of providing the benefit to an employee's spouse.

(b) The Board of Supervisors may waive the requirements of this chapter when it determines that it is in the best interests of the County. The County Manager may waive the requirements of this chapter for contracts not needing the approval of the Board of Supervisors where waiver would be in the best interests of the County for such reasons as follows:

1. Award of a contract or amendment is necessary to respond to an emergency;
2. The contractor is a sole source;
3. No compliant contractors are capable of providing goods or services that respond to the County's requirements;

4. The requirements are inconsistent with a grant, subvention or agreement with a public agency;

5. The County is purchasing through a cooperative or joint purchasing agreement.

(c) Contractors should submit requests for waivers of the terms of this chapter to the Contract Awarding Authority for that contract, or in the case of contracts approved by the Board, the County Manager.

(d) The Contract Awarding Authority, or in the case of contracts approved by the Board, the County Manager, may reject an entity's bid or proposals, or terminate a contract, if the Contract Awarding Authority determines that the entity was set up, or is being used, for the purpose of evading the intent of this chapter.

(e) No Contract Awarding Authority shall execute a contract with a contractor unless such contractor has agreed that the contractor will not discriminate in the provision of employee benefits as provided for in this chapter.

*(Ord. 4324, 08/15/06)*

#### **2.84.030 - Application of chapter.**

The requirements of this chapter shall only apply to those portions of a contractor's operations that occur: (a) within the County; (b) on real property outside of the County if the property is owned by the County or if the County has a right to occupy the property, and if the contractor's presence at that location is connected to a contract with the County; and (c) elsewhere in the United States where work related to a County contract is being performed. The requirements of this chapter shall not apply

to subcontracts or subcontractors of any contract or contractor.

*(Ord. 4324, 08/15/06)*

**2.84.040 - Powers and duties of the County Manager.**

The County Manager's office shall have the authority to:

- (a) Adopt rules and regulations, in accordance with this chapter and the Ordinance Code of the County of San Mateo, establishing standards and procedures for effectively carrying out this chapter;
- (b) Receive notification from employees of contractors regarding violations of this chapter;
- (c) Determine and recommend to the Board of Supervisors for final decision the imposition of appropriate sanctions for violation of this chapter by contractors including, but not limited to:
  - 1. Disqualification of the contractor from bidding on or being awarded a County contract for a period of up to 5 years,
  - 2. Contractual remedies, including, but not limited to termination of contract, and
  - 3. Liquidated damages in the amount of \$2,500;
- (d) Examine contractors' benefit programs covered by this chapter;
- (e) Impose other appropriate contractual and civil remedies and sanctions for violations of this chapter;

(f) Allow for remedial action after a finding of noncompliance, as specified by rule;

(g) Perform such other duties as may be required or which are necessary to implement the purposes of this chapter.

*(Ord. 4324, 08/15/06)*

**2.84.050 - Date of application.**

The provisions of this chapter shall apply to any contract awarded or amended on or after July 1, 2001, provided that if the contractor is then signatory to a collective bargaining agreement, this chapter shall only apply to any contract with that contractor which is awarded or amended after the effective date of the next collective bargaining agreement.

*(Ord. 4324, 08/15/06)*



## **ENCLOSURE 2**

Chapter 2.85 of the Ordinance Code of San  
Mateo County: Contractors Employee Jury  
Service

The following lists the text of 2.85 of the Ordinance Code of San Mateo County (as of March 2012), available on-line at <http://library.municode.com/index.aspx?clientId=16029> . Anyone responding to the Request for Proposals is provided is advised to check on-line for updates to the Ordinance Code. It is a contractor or responding party's obligation to obtain the current version of these ordinances.

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**Chapter 2.85 - CONTRACTOR  
EMPLOYEE JURY SERVICE**

a contractor under the laws of California.

**Sections:**

**2.85.010 - Definitions.**

**2.85.020 - Contractor jury service policy.**

**2.85.030 - Powers and duties of the County Manager.**

**2.85.040 - Date of application.**

- (e) "Full time" means 40 hours or more worked per week, or a lesser number of hours if: (1) the lesser number is a recognized industry standard as determined by the County Manager, or (2) the contractor has a long standing practice that defines the lesser number of hours as full time.

*(Ord. 4324, 08/15/06)*

**2.85.020 - Contractor jury service policy.**

**2.85.010 - Definitions.**

For the purposes of this chapter:

- (a) "Contract" means a legal agreement between the County and a contractor for public works, consulting, or other services, or for purchase of supplies, material or equipment.
- (b) "Contractor" means a party who enters into a contract with the County for which the contractor receives consideration of \$100,000 or more.
- (c) "Contract Authority" means the Board of Supervisors or the head of the department or agency presenting the proposed contract to the Board of Supervisors.
- (d) "Employee" means any California resident who is a full-time employee of

- (a) A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.
- (b) t the time of seeking a contract, a contractor shall certify to the County that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.
- (c) he Board of Supervisors may waive the requirements of this chapter when it determines that it is in the best interests

of the County for such reasons as follows:

1. Award of a contract or amendment is necessary to respond to an emergency;
2. The contractor is a sole source;
3. No compliant contractors are capable of providing goods or services that respond to the County's requirements;
4. The requirements are inconsistent with a grant, subvention or agreement with a public agency;
5. The County is purchasing through a cooperative or joint purchasing agreement.

(d) Contractors should submit requests for waivers of the terms of this chapter to the Contract Authority or the County Manager.

(e) The County Manager may reject a contractor's bid or proposal, or terminate a contract, if he determines that the contractor is in violation of the requirements of this chapter or was established, or is being used, for the purpose of evading the intent of this chapter.

(f) No contract shall be executed with a contractor unless such contractor is in compliance with this chapter.

*(Ord. 4324, 08/15/06)*

### **2.85.030 - Powers and duties of the County Manager.**

The County Manager's office shall have the authority to:

- (a) Adopt rules and regulations, in accordance with this chapter and the Ordinance Code of the County of San Mateo, establishing standards and procedures for effectively carrying out this chapter;
- (b) Receive notification from employees of contractors regarding violations of this chapter;
- (c) Determine and recommend to the Board of Supervisors for final decision the imposition of appropriate sanctions for violation of this chapter by contractors including, but not limited to:
  1. Disqualification of the contractor from bidding on or being awarded a County contract for a period of up to 5 years, and
  2. Contractual remedies, including, but not limited to termination of contract.
- (d) Impose other appropriate contractual sanctions for violations of this chapter;
- (e) Allow for remedial action after a finding of noncompliance;
- (f) Perform such other duties as may be required or which are necessary to implement the purposes of this chapter.

*(Ord. 4324, 08/15/06)*

### **2.85.040 - Date of application.**

The provisions of this chapter shall apply to any contract awarded or amended on or after September 1, 2005, provided that if the contractor is then signatory to a collective bargaining agreement, this chapter shall only apply to any contract with that contractor which is awarded or amended after the effective date of the next collective bargaining agreement.

*(Ord. 4324, 08/15/06)*

## **ENCLOSURE 3**

Consultant Evaluation Rating Form

### Enclosure 3. Consultant Evaluation Rating Form

County of San Mateo Department of Public Works  
 Project Development and Design

**Construction Mitigation Services for Crystal Springs Dam Bridge Replacement Project, Federal Aid Project No. BRLO-5935 (052)**

---

EVALUATION FORM FOR: \_\_\_\_\_  
 (Consultant Name)

RATER INITIALS: \_\_\_\_\_

DATE: \_\_\_\_\_

INSTRUCTIONS: Provide comments and scores in the spaces provided. Use the numbers 1-10 to rate the compliance with the criteria.

1-2 = poor or missing information, 3-4 = unsatisfactory, 5-6 = adequate, 7-8 = good, 9-10 = exceptional.

EVALUATION CRITERIA	COMMENTS	POINTS:
<p><b>Comparable Firm Experience</b>                      Does the firm have a significant amount of experience in:                      1) Completing projects of similar scope and size?                      2) Contracting with local government agencies?                      3) Working with regulatory agencies?</p>		
<p><b>Quality of Firm</b>                      Does the firm employ creative strategies for meeting clients' goals and objectives?                      Does the proposal thoroughly address the requirements stated in the RFP?                      Does the proposal include methodologies for completing the tasks listed in the RFP?</p>		
<p><b>Quality of Experience of Key Staff</b>                      Do the Key Staff possess qualifications and experience in the areas of:                      1) Biological Monitoring?                      2) Certification to handle endangered species, especially California Red Legged Frogs and San Francisco Garter Snake?                      3) Environmental Analysis/Permitting?                          Regulatory Agency Requirements?                      4) Environmental Study and Document Preparation?                      5) Certifications, licenses?</p>		

### Enclosure 3. Consultant Evaluation Rating Form

County of San Mateo Department of Public Works  
 Project Development and Design

**Construction Mitigation Services for Crystal Springs Dam Bridge Replacement Project, Federal Aid Project No. BRLO-5935 (052)**

---

EVALUATION FORM FOR: \_\_\_\_\_  
 (Consultant Name)

RATER INITIALS: \_\_\_\_\_

DATE: \_\_\_\_\_

INSTRUCTIONS: Provide comments and scores in the spaces provided. Use the numbers 1-10 to rate the compliance with the criteria.

1-2 = poor or missing information, 3-4 = unsatisfactory, 5-6 = adequate, 7-8 = good, 9-10 = exceptional.

EVALUATION CRITERIA	COMMENTS	POINTS:
<p><b>Project Management</b>                      Does the consultant demonstrate a well-organized project management and work team with clear descriptions of assignments? (Includes sub-contractors.)</p>		
<p><b>Budget/Financial Controls/DBE Certified</b></p>		
<p><b>Schedules/Timing</b>                      Does the proposal indicate flexibility in meeting client's scheduling needs? Are key staff dedicated to County, or substituted by firm? Will firm location influence schedules?</p>		
<p><b>Overall Quality of Proposal</b></p>		

### Enclosure 3. Consultant Evaluation Rating Form

County of San Mateo Department of Public Works  
 Project Development and Design

**Construction Mitigation Services for Crystal Springs Dam Bridge Replacement Project, Federal Aid Project No. BRLO-5935 (052)**

---

EVALUATION FORM FOR: \_\_\_\_\_  
 (Consultant Name)

RATER INITIALS: \_\_\_\_\_  
 DATE: \_\_\_\_\_

INSTRUCTIONS: Provide comments and scores in the spaces provided. Use the numbers 1-10 to rate the compliance with the criteria.  
 1-2 = poor or missing information, 3-4 = unsatisfactory, 5-6 = adequate, 7-8 = good, 9-10 = exceptional.

<b>EVALUATION CRITERIA</b>	<b>COMMENTS</b>	<b>POINTS:</b>
<b>Location of Firm</b> Is the prime consultant located in San Mateo County? Are the subconsultants located in San Mateo County?		
	<b>Total:</b>	



## **ENCLOSURE 4**

Standard County Agreement with  
Independent Contractor

**STANDARD COUNTY AGREEMENT INDEPENDENT CONTRACTOR  
AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND [Contractor name]**

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and [Insert contractor legal name here], 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 providing construction management services in connection with the Crystal Springs Dam Bridge Replacement Project, hereinafter referred to as the "Project," and:.

**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
- Exhibit C—Project Map of Crystal Springs Dam Bridge
- Exhibit D— Consultant Performance Evaluation (Local Assistance Procedures Manual (LAPM), "Exhibit 10-S")
- Exhibit E— Certification of Consultant, Commissions, and Fees (LAPM, "Exhibit 10-F")
- Exhibit F— Disadvantaged Business Enterprise Reporting Information (LAPM, "Exhibit 10-O2")
- Exhibit G— Final Reporting- Utilization of Disadvantaged Business Enterprise (LAPM, "Exhibit 17-F")
- Exhibit H— Federal Lobbying Reporting Information (LAPM, "Standard Form-LLL")

**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. Project location is shown in Exhibit C, Project Map of Crystal Springs Dam Bridge.

Upon completion of the Agreement, pursuant to 23 CFR §172.9(a), County is required to prepare an evaluation of the Contractor. The County Director of Public Works (Director) evaluates the Contractor's performance after the Contractor's final report has been submitted, and the Director has conducted a detailed evaluation with the Contractor's project manager. This evaluation shall be prepared using the form entitled, "Exhibit D: Exhibit 10-S Consultant Performance Evaluation." This evaluation form together with Contractor's comments shall be retained as part of the contract record.

### **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 E, "Exhibit 10-F, Certification of Consultant, Commissions & Fees" is incorporated herein by reference. 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 [write out amount] (\$Amount). 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 shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.

Any subcontract entered into as a result of this agreement if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Section.

The County shall hold retention from the Contractor and shall make prompt and regular incremental acceptances of portions, as determined by the County of the contract work and pay retention to the Contractor based on these acceptances. The Contractor or subcontractor shall return all monies withheld in retention from all subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the County. Any delay or postponement of payment may take place only for good cause and with the County's prior written approval. Any violation of these provisions shall subject the violating Contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the Contractor or subcontractor in the event of: a dispute involving late payment or nonpayment by the Contractor; deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Contractor agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allow ability of individual items.

Contractor also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

Any costs for which payment has been made to Contractor that are determined by subsequent audit to be unallowable under 49 CFR Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by Contractor to County.

### **4. Allowable Costs and Payments**

The method of payment for this Agreement will be based on actual cost plus a fixed fee. County will reimburse Contractor for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by Contractor in performance of the work. Contractor will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved Contractor's Cost Proposal, unless additional reimbursement is provided for by Agreement amendment. In no event, will Contractor be reimbursed for overhead costs at a rate that exceeds County's approved overhead rate set

forth in the Cost Proposal. In the event, that County determines that a change to the work from that specified in the Cost Proposal and contract is required, the contract time or actual costs reimbursable by County shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "H" shall not be exceeded, unless authorized by contract amendment.

In addition to the allowable incurred costs, County will pay Contractor a fixed fee of \$\_\_\_\_\_. The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.

Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.

When milestone cost estimates are included in the approved Cost Proposal, Contractor shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.

Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of Contractor's fixed fee will be included in the monthly progress payments. If Contractor fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, County shall have the right to delay payment or terminate this Contract.

No payment will be made prior to approval of any work, nor for any work performed prior to approval of this contract.

Contractor will be reimbursed, within 30 days after receipt by County's Contract Administrator of itemized invoices. Invoices shall be submitted no later than 45 calendar days after the performance of work for which Contractor is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due County including any equipment purchased under the provisions of Paragraph 5 Equipment Purchase of this Agreement. The final invoice should be submitted within 60 calendar days after completion of Contractor's work. Invoices shall be mailed to San Mateo County Department of Public Works Accounting Section at the following address:

San Mateo County Department of Public Works  
Accounting Section  
555 County Center, 5<sup>th</sup> Floor,  
Redwood City, CA 94063

The total amount payable by County including the fixed fee shall not exceed \$\_\_\_\_\_.

Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by County's Contract Administrator.

For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

All subcontracts in excess of \$25,000 shall contain the above provisions.

**5. Equipment Purchase**

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

For purchase of any item, service or consulting work not covered in Contractor's Cost Proposal and exceeding \$5,000 prior authorization by County's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

Any equipment purchased as a result of this contract is subject to the following: "Contractor shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, County shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, Contractor may either keep the equipment and credit County in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established County procedures; and credit County in an amount equal to the sales price. If Contractor elects to keep the equipment, fair market value shall be determined at Contractor's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by County and Contractor, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by County." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

All subcontracts in excess \$25,000 shall contain the above provisions.

## **6. Disputes**

Any dispute, other than audit, concerning a question of fact arising under this agreement that is not disposed of by agreement shall be decided by a committee consisting of County's Director of Public Works and Manager of Risk Management, who may consider written or verbal information submitted by Contractor.

Not later than 30 days after completion of all work under the agreement, Contractor may request review by aforementioned committee of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

Neither the pendency of a dispute, nor its consideration by the committee will excuse Contractor from full and timely performance in accordance with the terms of this agreement.

## **7. Term**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from [Month and day] , 20[last 2 digits of start year], through [Month and day] , 20[last 2 digits of end year].

This agreement may be amended or modified only by mutual written agreement of the parties.

There shall be no change in Contactor's Project Manager or members of the project team, set forth herein and in Exhibit A, without prior written approval by the San Mateo County Director of Public Works.

## **8. Termination; Availability of Funds**

This Agreement may be terminated by Contractor or by the [Title of County Department Head] 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.

**9. 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.

**10. Relationship of 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.

**11. Conflict Of Interest**

Contractor shall disclose any financial, business, or other relationship with County that may have an impact upon the outcome of this agreement, or any ensuing County construction project. Contractor shall also list current clients who may have a financial interest in the outcome of this agreement, or any ensuing County construction project, which will follow.

Contractor hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this agreement.

Contractor hereby certifies that neither Contractor, its employees, nor any firm affiliated with Contractor providing services on this project prepared the Plans, Specifications, and Estimate for any construction project included within this agreement. An affiliated firm is one, which is subject to the control of the same persons through joint- ownership, or otherwise.

Contractor further certifies that neither Contractor, nor any firm affiliated with Contractor, will bid on any construction subcontracts included within the construction contract. Additionally, Contractor certifies that no person working under this agreement is also employed by the construction contractor for any project included within this agreement.

Except for subcontractors whose services are limited to materials testing, no subcontractor who is providing service on this agreement shall have provided services on the design of any project included within this agreement.

Any subcontract in excess of \$25,000 entered into as a result of this agreement, shall contain all of the provisions of this section.

**12. Rebates, Kickbacks Or Other Unlawful Consideration**

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

### **13. Disadvantaged Business Enterprise (DBE) Participation**

DBE Participation: This Contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantage Business Enterprises in Department of Transportation Financial Assistance Programs." Contractors who obtain DBE participation on this Agreement will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

(a) DBE and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT- assisted agreements. Failure by the Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as the County deems appropriate.

(b) The Contractor must meet the DBE goal contained in this agreement by committing DBE participation or document a good faith effort to meet the goal. If a DBE subcontractor is unable to perform, the Contractor must make a good faith effort to replace him/her with another DBE subcontractor, if the goal is not otherwise met. A DBE is a firm meeting the definition of a DBE as specified in 49 CFR.

(c) Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Section.

(d) A DBE may be terminated only with prior written approval from the County and for reasons specified in 49 CFR 26.53(f). Prior to requesting the County for termination, the Contractor must meet the procedural requirements specified in 49 CFR 26.53(f).

Performance of DBE Contractors and other DBE Sub consultants/Suppliers.

(a) A DBE performs a commercially useful function when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the Agreement is commensurate with the work it is actually performing, and other relevant factors.

(b) A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Agreement, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

(c) If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its Agreement with its own work force, or the DBE subcontracts a greater portion of the work of the Agreement than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.

DBE Records.

(a) The Contractor shall maintain records of materials purchased and/or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE Contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work. Exhibit F "Disadvantaged Business Enterprise Reporting Information," instruction and forms shall be utilized for DBE reporting.

(b) Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the form entitled, "Exhibit G - 17-F Final Report-Utilization of Disadvantaged Business Enterprises (DBE)," CEM-2402F, certified correct by the Contractor or the Contractor's authorized representative and shall be furnished to the County with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the Contractor when a satisfactory "Final Report Utilization of Disadvantaged Business Enterprises (DBE)" is submitted to the County

#### DBE Certification and Decertification Status.

If a DBE subcontractor is decertified during the life of the Agreement, the decertified subcontractor shall notify the Contractor in writing with the date of de-certification. If a subcontractor becomes a certified DBE during the life of the Agreement, the subcontractor shall notify the Contractor in writing with the date of certification. Any changes should be reported to the within 30 days.

#### Subcontractors

(a) Nothing contained in this Contract or otherwise, shall create any contractual relation between the County and any subcontractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the County for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the County's obligation to make payments to the Contractor.

(b) Any subcontract in excess of \$25,000, entered into as a result of this Contract, shall contain all the provisions stipulated in this Contract to be applicable to subcontractors.

(c) Contractor shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to the Contractor by the County.

(d) Any substitution of subcontractors must be approved in writing by the County's Contract Administrator in advance of assigning work to a substitute subcontractor.

### **14. 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.

**b. Intellectual Property Indemnification**

Contractor hereby certifies that it owns, controls, or licenses and retains all right, title, and interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and 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.

**15. 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.

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the County and any subcontractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the County for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the County's obligation to make payments to the Contractor.

Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.

Contractor shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to the Contractor by the County.

Any substitution of subcontractors must be approved in writing by the County's Contract Director of Public Works in advance of assigning work to a substitute subcontractor.

**16. Inspection of Work**

Contractor and any subcontractor shall permit County, the state, and the FHWA; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

**17. Safety**

Contractor shall comply with OSHA regulations applicable to Contractor regarding necessary safety equipment or procedures. Contractor shall comply with safety instructions issued by County's Department of Public Works Safety Manager and other County representatives. Contractor personnel shall wear hard hats and safety vests at all times while working on the construction project site.

Any subcontract entered into as a result of this agreement, shall contain all of the provisions of this section.

**18. Ownership of Data**

Upon completion of all work under this agreement, ownership and title to all project reports, documents, plans, specifications, and estimates produce as part of this agreement will automatically be vested in

County; and no further agreement will be necessary to transfer ownership to County. Contractor shall furnish County all necessary copies of data needed to complete the review and approval process.

It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this agreement has been entered into

Contractor is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by County of the machine-readable information and data provided by Contractor under this agreement; further, Contractor is not liable for claims, liabilities, or losses arising out of, or connected with any use by County of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as may be authorized in writing by County.

Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).

County may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

Any subcontract in excess of \$25,000 entered into as a result of this agreement, shall contain all of the provisions of this section.

#### **19. Confidentiality of Data**

All financial, statistical, personal, technical, or other data and information relative to County's operations, which are designated confidential by County and made available to Contractor in order to carry out this agreement, shall be protected by Contractor from unauthorized use and disclosure.

Permission to disclose information on one occasion, or public hearing held by County relating to the agreement, shall not authorize Contractor to further disclose such information, or disseminate the same on any other occasion.

Contractor shall not comment publicly to the press or any other media regarding the agreement or County actions on the same, except to County's staff, Contractor's own personnel involved in the performance of this agreement, at public hearings or in response to questions from a Legislative committee.

Contractor shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this agreement without prior review of the contents thereof by County, and receipt of County's written permission.

Any subcontract entered into as a result of this agreement shall contain all of the provisions of this Article.

#### **20. National Labor Relations Board Certification**

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

**21. Payment of Permits/Licenses**

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor’s own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

**22. Insurance**

**a. 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.

**b. 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.

**c. 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:

- Comprehensive General Liability... \$1,000,000  
(Applies to all agreements)
- Motor Vehicle Liability Insurance... \$1,000,000  
(To be checked if motor vehicle used in performing services)
- Professional Liability..... \$1,000,000  
(To be checked if Contractor is a licensed professional)

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.

### **23. 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, and regulations, 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. 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 or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Further, Contractor certifies that it and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware. Accordingly, Contractor shall not use any non-recyclable plastic disposable food service ware when providing prepared food on property owned or leased by the County and instead shall use biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by the County.

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

### **24. Statement of Compliance**

Contractor's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that Contractor has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

During the performance of this Contract, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of

Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor 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.

The Contractor shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on

The basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

The Contractor, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Contractor shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

## **25. Prohibition of Expending Local Agency State or Federal Funds for Lobbying**

The Contractor certifies by signing and submitting this Agreement to the best of his or her knowledge and belief that:

A. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any state or federal agency, a Member of State Legislature or United States Congress, an officer or employee of Legislature or Congress, or an employee of a Member of the Legislature or Congress in connection with the awarding of any state or federal contract, the making of any state or federal grant, the making of any state or federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit form entitled, "Exhibit H - Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

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

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

## **26. Non-Discrimination and Other Requirements**

### **a. General Non-discrimination**

Contractor's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that Contractor has, unless exempt, complied with, the non-discrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

During the performance of this Agreement, Contractor and its subcontractor shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor 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.

The Contractor shall comply with regulations relative to Title VI (non-discrimination in federally assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 – Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of non-discrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

The Contractor, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Contractor shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Sub consultants, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

### **b. 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.

### **c. 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.

**d. Compliance with County's Equal Benefits Ordinance**

With respect to the provision of benefits to its employees, Contractor shall comply with Chapter 2.84 of the County Ordinance Code, which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. In order to meet the requirements of Chapter 2.84, Contractor must certify which of the following statements is/are accurate:

- Contractor complies with Chapter 2.84 by offering the same benefits to its employees with spouses and its employees with domestic partners.
- Contractor complies with Chapter 2.84 by offering, in the case where the same benefits are not offered to its employees with spouses and its employees with domestic partners, a cash payment to an employee with a domestic partner that is equal to Contractor's cost of providing the benefit to an employee with a spouse.
- Contractor is exempt from having to comply with Chapter 2.84 because it has no employees or does not provide benefits to employees' spouses.
- Contractor does not comply with Chapter 2.84, and a waiver must be sought.

**e. 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.

**f. History of Discrimination**

Contractor must check one of the two following options, and by executing this Agreement, Contractor certifies that the option selected is accurate:

- No finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other investigative entity.
- Finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. If this box is checked, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination.

**g. Reporting; Violation of Non-discrimination Provisions**



Contractor shall report to the County Manager 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 Section 23, above. Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, 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 Manager, 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 Manager.

To effectuate the provisions of this Section, the County Manager 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.

#### **27. 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 if this Agreement's total value listed Section 3, above, is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

#### **28. 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.

(d) For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the agreement pursuant to Government Code 8546.7; Contractor, subcontractors, and County shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Agreement, including but not limited to, the costs of administering the agreement. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the agreement. The state, State Auditor, County, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of Contractor and its certified public accountants (CPA) work papers that are pertinent to the agreement and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

(e) Any dispute concerning a question of fact arising under an interim or post audit of this agreement that is not disposed of by agreement, shall be reviewed by County's Department of Public Works Financial Services Manager.

(f) Not later than 30 days after issuance of the final audit report, Contractor may request a review by County's Department of Public Works Financial Services Manager of unresolved audit issues. The request for review will be submitted in writing.

(g) Neither the pendency of a dispute nor its consideration by County will excuse Contractor from full and timely performance, in accordance with the terms of this Agreement.

(h) Contractor and subcontractors' contracts, including cost proposals and indirect cost rates (ICR), are subject to audits or reviews such as, but not limited to, a Contract Audit, an Incurred Cost Audit, an ICR Audit, or a certified public accountant (CPA) ICR Audit work paper Review. If selected for audit or review, the agreement, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR Audit work paper review it is Contractor's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers. The contract, cost proposal, and ICR shall be adjusted by Contractor and approved by County contract manager to conform to the audit or review recommendations. Contractor agrees that individual terms of costs identified in the audit report shall be incorporated into the agreement by this reference if directed by County at its sole discretion. Refusal by Contractor to incorporate audit or review recommendations, or to ensure that the Federal, State, or local governments have access to CPA work papers, will be considered a breach of agreement terms and cause for termination of the agreement and disallowance of prior reimbursed costs.

## **29. 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.

**30. Debarment and Suspension Certification**

Contractor signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that Contractor has complied with Title 2 CFR Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to County.

Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Contractor responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

Exceptions to the Federal Government Excluded Parties List System maintained by the Federal General Services Administration are to be determined by the Federal highway Administration.

**31. 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.

**32. 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 facsimile to the telephone number listed below or 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: [insert]  
Address: [insert]  
Telephone: [insert]  
Facsimile: [insert]  
Email: [insert]

In the case of Contractor, to:

Name/Title: [insert]  
Address: [insert]  
Telephone: [insert]  
Facsimile: [insert]  
Email: [insert]

**33. Electronic Signature**

If 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, both boxes below must be checked. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

For County:  If this box is checked by County, County consents to the use of electronic signatures in relation to this Agreement.

For Contractor:  If this box is checked by Contractor, Contractor consents to the use of electronic signatures in relation to this Agreement.

\* \* \*

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

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

[Contractor Name Here]

Contractor's Signature

Date:

*(April 1, 2015 CCC issued contract template version)*

**Exhibit A**

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

**Exhibit B**

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

## **ENCLOSURE 5**

List of Consultants that received the RFP

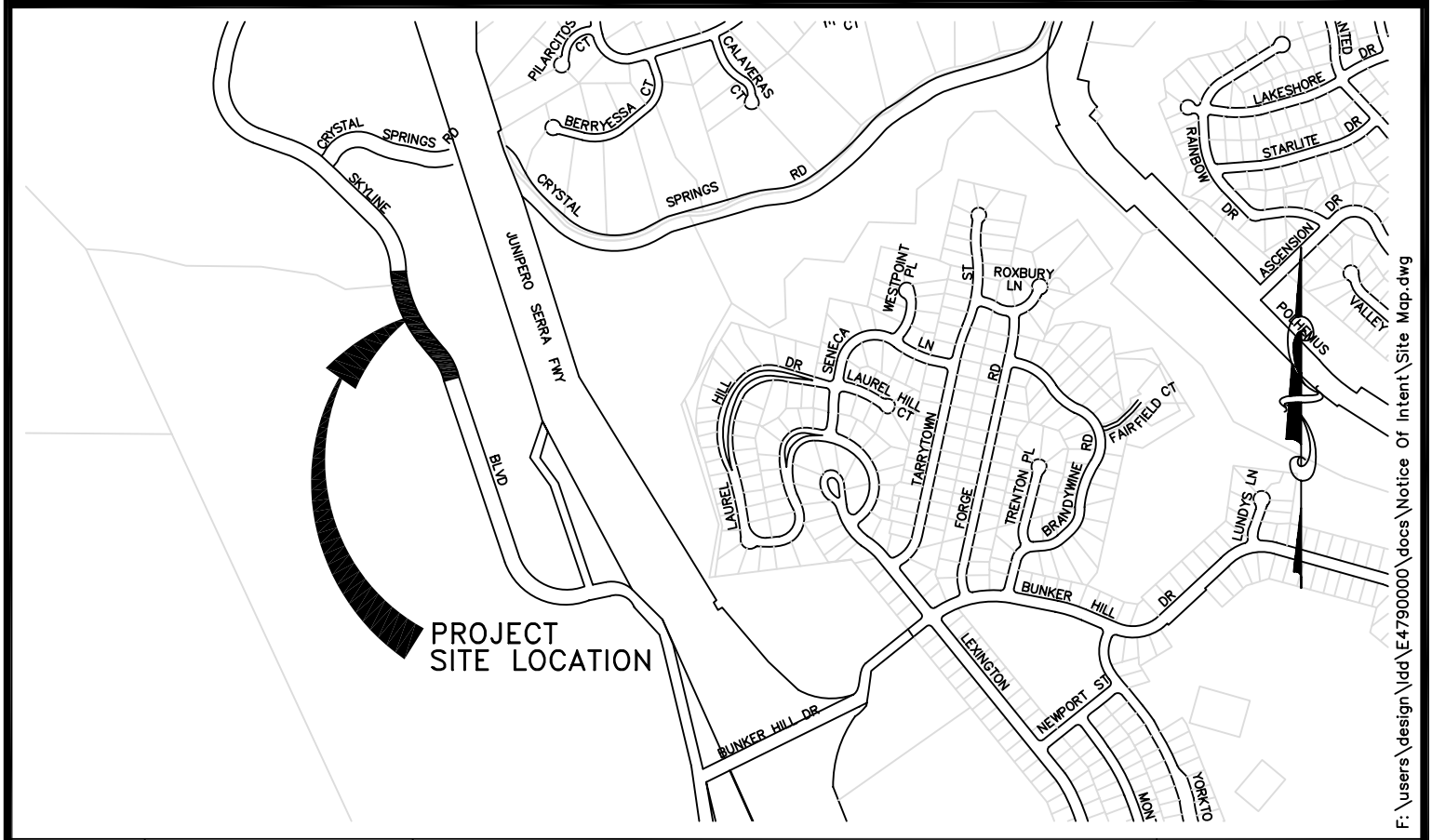
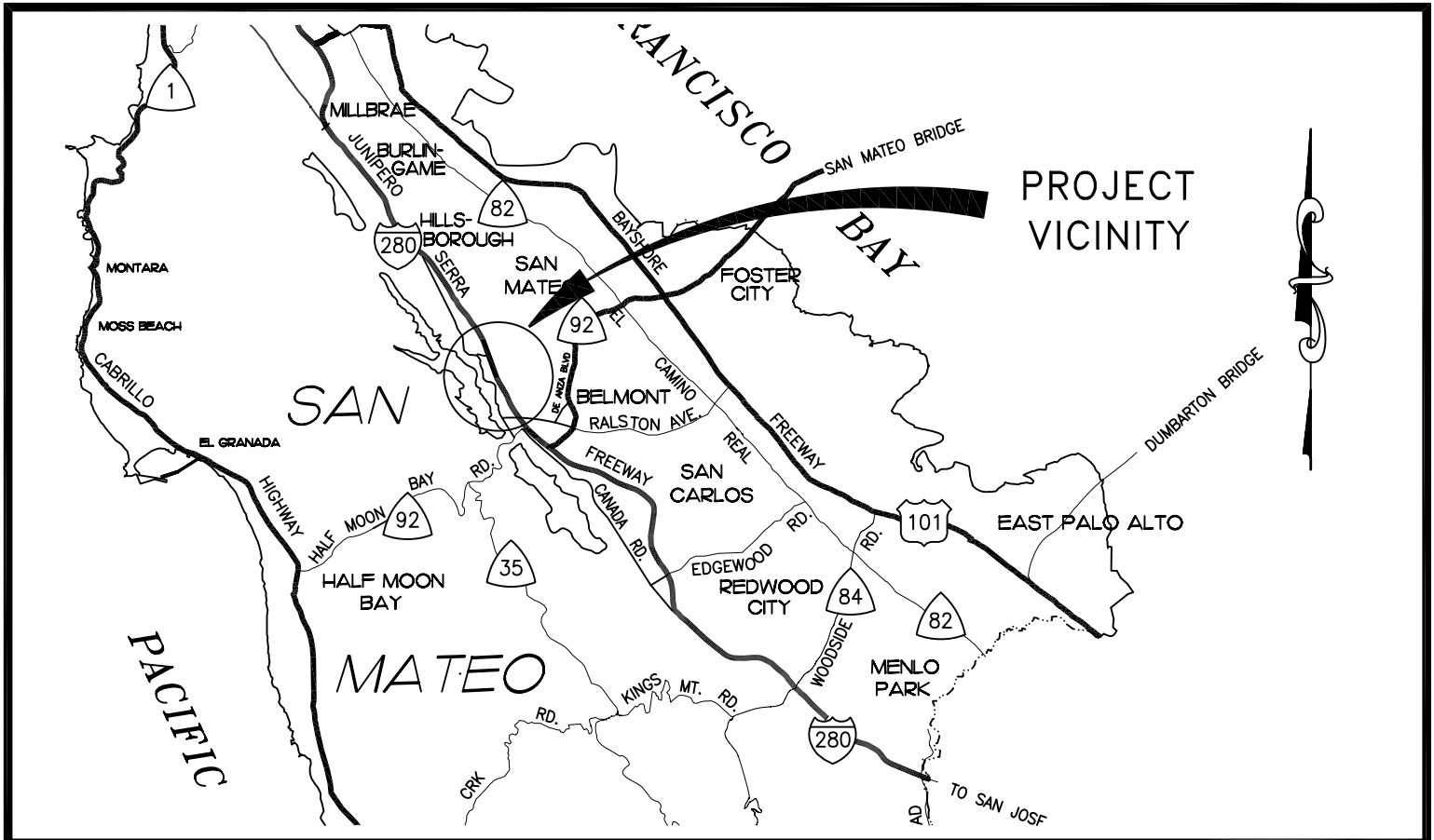


## Enclosure 5. LIST OF CONSULANTS

<b>List of Consultants</b>	
<p>Attn: Steve Powell BioMaAS 333 Valencia Street, Suite #324 San Francisco, CA 94103 Ph. (415) 255-8077</p>	<p>Attn: Patrick Kobernus Coast Ridge Ecology 1410 31<sup>st</sup> Avenue, San Francisco, CA 94122 Ph. (415) 404-6757</p>
<p>Attn: Sean Dexter Condor Country Consulting, Inc. 815 Estudillo Street, Martinez, CA 94553-1617 Ph. (925) 335-9308</p>	<p>Attn: William Davilla Ecosystems West Consulting Group 180 7<sup>th</sup> Avenue, Suite 201 Santa Cruz, CA 95062 Ph. (831) 429-6730</p>
<p>Attn: Steve Rottenborn HT Harvey and Associates 983 University Avenue, Building D Los Gatos, CA 95032 Ph. (408) 458-3200</p>	<p>Attn: Rachel Douglas Insignia Environmental 258 High Street, Palo Alto, CA 94301 Ph. (650) 321-6787</p>
<p>Attn: Karen Swaim Swaim Biological, Inc. 4435 First Street PMB #312 Livermore, CA 94551 Ph. (925) 455-8770</p>	<p>Attn: Lincoln Allen SWCA Environmental Consultants, 60 Stone Pine Road, Suite 201 Half Moon Bay, CA 94019 Ph. (650) 440-4160</p>
<p>Attn: TRA Environmental Sciences 545 Middlefield Road, Suite 200 Menlo Park, CA 94025 Ph. (650) 327-0429</p>	<p>Attn: Robert Harrigan TRC Solutions 1920 Old Middlefield Way Mountain View, CA 94043 Ph. (650) 967-2365</p>

## **ENCLOSURE 6**

Crystal Springs Dam Bridge Replacement  
Project – Vicinity and Location Map



F:\users\design\ltd\4790000\docs\Notice Of Intent\Site Map.dwg



DESIGNED BY: CC  
 CHECKED BY: GT  
 DRAWN BY: CC

CRYSTAL SPRINGS DAM BRIDGE REPLACEMENT PROJECT  
**VICINITY AND SITE MAP**

SCALE: NONE  
 DATE: 02/22/10  
 FILE NO: **1/4867**

JAMES C. PORTER, DIRECTOR OF PUBLIC WORKS  
 SAN MATEO COUNTY

555 COUNTY CENTER, 5TH FLOOR  
 REDWOOD CITY, CALIFORNIA 94063-1665

## **ENCLOSURE 7**

### **Crystal Springs Dam Bridge Replacement Project -Initial Study with Proposed Mitigated Negative Declaration – dated August 2009**

The requested file is not attached and may be downloaded from the County of San Mateo Public Works website. Please follow the link below:

<http://publicworks.smcgov.org/CSDB-Construction-Mitigation-RFP>

## **ENCLOSURE 8**

Mitigation Monitoring and Reporting  
Program (MMRP)

# Enclosure 8. Mitigation Monitoring and Reporting Program (MMRP)

## Crystal Spring Dam Bridge Replacement Project Mitigation Monitoring and Reporting Program

Mitigation Measure	Implementation		Monitoring and Reporting		
	Responsibility	Timing	Action	Responsibility	Date Completed
<b>Air Quality</b>					
<p><b>Mitigation Measure AIR-1:</b> The Construction Contractor (Contractor) will implement the following basic control measures from the Bay Area Air Quality Management District's (BAAQMD) Feasible Control Measures for Construction Emissions of PM<sub>10</sub> (BAAQMD 1999):</p> <ul style="list-style-type: none"> <li>▪ Water all active construction areas at least twice daily.</li> <li>▪ Cover all trucks hauling soil, sand, and other loose materials or require all trucks to maintain at least two feet of freeboard.</li> <li>▪ Pave, apply water three times daily, or apply (non-toxic) soil stabilizers on all unpaved access roads, parking areas and staging areas at construction sites.</li> <li>▪ Sweep daily (with water sweepers) all paved access roads, parking areas and staging areas at construction sites.</li> <li>▪ Sweep streets daily (with water sweepers) if visible soil material is carried onto adjacent public streets.</li> </ul>	Construction Contractor	Construction	The County Environmental Review Officer (ERO) shall ensure that all BAAQMD measures are carried out in full. The County Environmental Compliance Monitor (Monitor) shall keep a log of activities and write a report of those activities following construction completion. The Monitor shall submit the report to the ERO.	ERO	_____ (date) _____ (initial)
<p><b>Mitigation Measure AIR-2:</b> The Contractor will implement the following measures to reduce diesel exhaust, thereby reducing ozone precursor emissions.</p> <ul style="list-style-type: none"> <li>▪ All equipment used in earthwork shall be tuned and maintained to the manufacturer's specification to maximize efficient burning of vehicle fuel.</li> <li>▪ The operator shall maintain and effectively utilize and schedule on-site equipment in order to minimize exhaust emissions from truck idling.</li> </ul>	Construction Contractor	Construction	<p>Contractor shall keep vehicle maintenance records and equipment schedule showing idling minimization in a centralized location for review by the ERO.</p> <p>The Contractor shall ensure that employees are briefed on procedures listed in the measure. Employees shall sign an Acknowledgment of Receipt on the briefing and submit it to the Monitor. The Monitor shall ensure that these procedures are followed.</p>	ERO	_____ (date) _____ (initial)

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Mitigation Measure	Implementation		Monitoring and Reporting		
	Responsibility	Timing	Action	Responsibility	Date Completed
<b>Biology</b>					
<b>Mitigation Measure BIO-1:</b> The Contractor will conduct worker environmental awareness training prior to the start of demolition and construction activities. The training will include information on identification and avoidance measures for special-status species and sensitive habitats potentially present in the Project impact area.	Construction Contractor	Pre-Construction	A Qualified Biological Monitor (QBM), approved by both US Fish and Wildlife (USFWS) and California Department of Fish and Game (CDFG), shall create a training curriculum and provide training to all employees before they may work on site. Contractor to submit a list of employee names and training dates to the Monitor.	QBM	_____ (date) _____ (initial)
<b>Mitigation Measure BIO-2:</b> Grasslands supporting host plants for the bay checkerspot butterfly will be fenced for avoidance or surveys will be conducted to determine that the butterfly is not present prior to implementation of construction activities.	San Mateo County	Pre-Construction	The QBM shall monitor fenced areas to ensure fence integrity. Grasslands not fenced shall be surveyed by USFWS-approved biologist within two weeks prior to construction activities. If the checkerspot butterfly is found, mitigation approved by the USFWS and appropriate to the location and circumstances shall be implemented.	QBM	_____ (date) _____ (initial)
<b>Mitigation Measure BIO-3:</b> Take avoidance measures for San Francisco garter snake will be implemented in all areas where construction could result in the direct take of this species. Measures will include pre-construction survey and relocation plans, exclusion fencing, environmental education programs, and biological monitoring during all construction phases.	San Mateo County	Pre-Construction and Construction	The QBM shall ensure measure and plan implementation, and oversee educational programs. The QBM shall document compliance in a Construction Monitoring Report. The QBM shall submit the Construction Monitoring Report to USFWS, CDFG, and the ERO for review.	QBM	_____ (date) _____ (initial)
<b>Mitigation Measure BIO-4:</b> The County has developed take avoidance measures for the California red-legged frog and San Francisco garter snake in consultation with U.S. Fish and Wildlife Service (USFWS) and California Department of Fish and Game (CDFG) as part of a Section 7 Consultation. These measures are described in the 2009 USFWS Amendment to the Biological Opinion (see Appendix E). To avoid and minimize Project effects to California red-legged frog and San Francisco garter snake during demolition and construction, the County will follow all avoidance and minimization measures outlined in the 2009 Biological	San Mateo County	Pre-Construction and Construction	The QBM shall ensure compliance with all measures outlined in the 1999 USFWS Biological Opinion and the 2009 USFWS Amendment to the Biological Opinion. The QBM shall document compliance in a Construction Monitoring Report. The QBM shall submit the Construction Monitoring Report to the USFWS, CDFG, and the ERO for review.	QBM	_____ (date) _____ (initial)

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Mitigation Measure	Implementation		Monitoring and Reporting		
	Responsibility	Timing	Action	Responsibility	Date Completed
<p>Opinion, summarized below:</p> <ul style="list-style-type: none"> <li>▪ Retain a qualified biologist(s) to act as an on-site biological monitor for the duration of the project construction and to oversee all other take avoidance measures for these species.</li> <li>▪ Relocate approximately half of the California red-legged frog egg masses from the pool on top of the dam in the breeding season prior to the initiation of construction, unless otherwise approved by the Service. Erect a fence to prevent California red-legged frog (and San Francisco garter snake) from moving from the dam pool into the dam area north of the pool during demolition and construction.</li> <li>▪ Protect the dam pool and all life stages of California red-legged frog from disturbance from construction while leaving a natural egress and ingress area at the southern end of the dam pool for California red-legged frog to move safely in and out of the pool from the south end until the demolition is occurring directly over the pool. Once demolition reaches the area above the pool, a platform will be installed over the pond to prevent any demolition debris from entering.</li> <li>▪ After construction is complete, restore the dam pool to its pre-construction condition if necessary (replace lost plants and remove sediments to maintain pre-construction levels). Photographs will be taken of the dam pool and measurements will be made of the various elements of the dam pool to document the pre-construction conditions.</li> </ul> <p>In order to implement the proposed minimization measures, the demolition of the existing bridge and construction of the new bridge have been divided into several stages. These minimization measures will occur at certain times of the year in order to coincide with the particular stages of California red-legged frog development. The construction stages and schedule have been designed to:</p> <ul style="list-style-type: none"> <li>▪ Avoid and minimize disturbance to the area at the south end of the bridge where the pool on top of the dam is located;</li> <li>▪ Minimize delays in the start and duration of construction; and</li> <li>▪ Minimize the disturbance to California red-legged frog migrations to and from the dam pool.</li> </ul>					

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Mitigation Measure	Implementation		Monitoring and Reporting		
	Responsibility	Timing	Action	Responsibility	Date Completed
<p><b>Mitigation Measure BIO-5:</b> Prior to demolition of the bridge, the County will initiate an enhancement plan of a minimum of approximately 0.25 acre of occupied California red-legged frog breeding pond and San Francisco garter snake foraging habitat within the immediate Crystal Springs Watershed, as outlined in the 2009 USFWS Amendment to the Biological Opinion (See Appendix E). This enhancement activity will consist of predator control (bullfrog and non-native turtle) at one of the closest known California red-legged frog breeding locations, Tracy Lake and the contiguous adjacent marsh at the northern end of Lower Crystal Springs Reservoir. These mitigation activities would not result in disturbance (e.g., grading or vegetation removal) of natural environments at Tracy Lake. This is an important area for reproduction to the north of the dam pool. These areas are distinct or isolated enough that depredation can be beneficial to the co-occurring California red-legged frog and San Francisco garter snake populations.</p> <p>Depredation will take the form of bullfrog egg mass removal, seining and selective removal of bullfrog larvae, and direct removal of adult and juvenile bullfrog and turtles through aquatic trapping and gigging. The program will begin concurrently with the bridge replacement project start up. This program will benefit both California red-legged frog and San Francisco garter snake and includes an area significantly larger than 0.25 acre. Removal of bullfrog and other non-native predators in this area is expected to provide benefit to both California red-legged frog and San Francisco garter snake populations that are known to occur in Tracy Lake and the upper marsh of Lower Crystal Springs Reservoir. The depredation program will continue for two years. Bullfrogs breed in the upper marsh of Lower Crystal Springs Reservoir, and juvenile and adult bullfrogs occupy Tracy Lake. Other introduced predators present at the area include red-eared sliders, painted turtles and soft shelled turtles. Swaim Biological (Swaim Biological) found a painted turtle in the process of eating a tree frog in Tracy Lake on February 15, 2007 (K. Swaim, pers. comm. 2009). The following schedule to control predators would be used to control predators:</p> <ul style="list-style-type: none"> <li>▪ Removal of bullfrog egg masses (late March through June), and</li> <li>▪ Removal of larval, adult, and metamorphosed bullfrog and non-native turtles (late March through October).</li> </ul>	San Mateo County	Initiated during Pre-Construction	The QBM shall monitor implementation of the enhancement plan and prepare an Annual Report on Predator Control Efforts for two years. The QBM shall submit those reports to the USFWS, CDFG, and the ERO.	QBM	_____ (date)  _____ (initial)

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Mitigation Measure	Implementation		Monitoring and Reporting		
	Responsibility	Timing	Action	Responsibility	Date Completed
Bullfrogs will be euthanized and stomach contents documented. The biological consultant may keep two or three of each non-native turtle species for use in public education efforts about not releasing non-native species. Other captured non-native turtles will be taken to local turtle rescue centers, including the Bay Area Turtle and Tortoise Rescue Center in Castro Valley. Any that are not accepted by rescue centers will be euthanized.					
<b>Mitigation Measure BIO-6:</b> A pre-construction survey will be conducted to determine if peregrine falcons are nesting on the Interstate 280 (I-280) bridge. If no nesting falcons are observed, no further mitigation will be necessary.	San Mateo County	Within two weeks prior to construction commencement.	The QBM shall create a report of findings on the pre-construction surveys and submit the report to the ERO.	QBM	_____ (date) _____ (initial)
<b>Mitigation Measure BIO-7:</b> If peregrine falcons are found to be nesting on the I-280 bridge, nest monitoring will be conducted during construction. If no disturbance to incubation or the feeding of chicks is observed, no additional mitigation for nesting activities will be necessary.	San Mateo County	Construction	The QBM shall create a report of findings of construction monitoring and submit the report to the ERO.	QBM	_____ (date) _____ (initial)
<b>Mitigation Measure BIO-8:</b> If it is determined during monitoring that Project construction activities are interrupting peregrine falcon egg incubation or the feeding of the chicks, further mitigation measures will be developed in coordination with CDFG.	San Mateo County	Construction	The QBM shall monitor any peregrine falcon behavior for egg incubation interruption. If the QBM observes that egg incubation or chick feeding is interrupted by construction activities, the County shall contact the CDFG for guidance on additional mitigation measures. The QBM shall oversee implementation of the additional measures. The QBM shall create a report of all activities during egg incubation and feeding of chicks and submit the report to the ERO.	QBM	_____ (date) _____ (initial)

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Mitigation Measure	Implementation		Monitoring and Reporting		
	Responsibility	Timing	Action	Responsibility	Date Completed
<b>Mitigation Measure BIO-9:</b> If a fledgling peregrine falcon enters the construction area, all construction activity will cease until the bird leaves the area. A qualified biologist may haze or move the bird from the area.	San Mateo County	Construction	The QBM shall monitor fledgling peregrine falcons and stop construction activity if a fledgling peregrine falcon enters the construction area. The QBM will haze or move the bird if warranted. The QBM shall create a report of all activities involving fledgling falcons and submit the report to the ERO.	QBM	_____ (date) _____ (initial)
<b>Mitigation Measure BIO-10:</b> If a fledgling peregrine falcon enters the construction area and is injured, construction activities will cease until the bird is removed from the area by a qualified biologist. Any injured peregrine falcon will be transported to an approved facility such as that operated by the Santa Cruz Predatory Bird Research Group for care.	San Mateo County	Construction	The QBM shall monitor injured fledgling peregrine falcons, stop construction activity, and transport the bird to the appropriate facility. The QBM shall create a report of all activities involving injured fledgling falcons.	QBM	_____ (date) _____ (initial)
<b>Mitigation Measure BIO-11:</b> A biological monitor will inspect the construction site each morning prior to the beginning of construction activities. Any western pond turtles that are in the Project impact area will be removed and transported to a suitable release site downstream. The number and size of any captured turtles, as well as the release site, will be reported to CDFG.	San Mateo County	Construction	The QBM shall create a report of captured turtles and their release site. The QBM shall submit this report to CDFG and the ERO.	QBM	_____ (date) _____ (initial)
<b>Mitigation Measure BIO-12:</b> The County will develop a Restoration, Monitoring, and Reporting Plan (RMRP) prior to Project implementation. The RMRP will provide details of restoration and enhancement activities, monitoring, and reporting. RMRP elements will include identification of the areas in which restoration will occur, specifics on removal of any existing vegetation that must be accomplished, details of site preparation, species and sizes of material to be planted, irrigation options as needed, performance criteria, frequency and duration of monitoring, reporting requirements, and interventions to be implemented if performance criteria are not met.	San Mateo County	Pre-Construction	San Mateo County Department of Public Works (DPW) shall submit the RMRP to the County Director of Public Works for review and approval.	Department of Public Works	_____ (date) _____ (initial)

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Mitigation Measure	Implementation		Monitoring and Reporting		
	Responsibility	Timing	Action	Responsibility	Date Completed
<b>Cultural Resources</b>					
<b>Mitigation Measure CR-1:</b> If, at any time, archaeological resources are identified within the Project area, the Contractor(s) excavations within 50 feet of the find shall be temporarily halted or diverted until the discovery is examined by a qualified archaeologist. The archaeologist shall notify the Contractor to determine the procedures to be followed before construction is allowed to resume at the location of the find. If disturbance of the archaeological site cannot be avoided, data recovery within the affected area shall be conducted by a certified archaeologist in accordance with CEQA Guidelines Section 15064.5 so as to record and preserve the significant characteristics of the site.	San Mateo County	Construction	The ERO shall monitor excavations, determine procedures upon discovery of archaeological resources, and write a report of findings and actions to be taken after construction completion.	ERO	_____ (date) _____ (initial)
<b>Geology and Soils</b>					
<b>Mitigation Measure GEO-1:</b> The County will implement the BMPs and conservation measures detailed in the County of San Mateo Watershed Protection Program’s Maintenance Standards (San Mateo County 2004) to prevent erosion and siltation. The County will also prepare and implement a Stormwater Pollution Prevention Plan (SWPPP), as required by the NPDES General Construction permit. Both the San Mateo County and SWPPP BMPs will outline any and all measures needed to control stormwater or construction water runoff to prevent erosion, protect habitat, and eliminate or reduce water and soil pollution. These BMPs will be written and approved by San Mateo County and San Mateo Countywide Stormwater Pollution Prevention Program prior to implementation of construction activities. Implementation of the BMPs will be monitored and ensured by a County approved environmental monitor.	San Mateo County	Pre-Construction and Construction	The Monitor shall verify and document proper implementation of BMPs. The Monitor shall submit the documentation to the ERO.	ERO	_____ (date) _____ (initial)

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Mitigation Measure	Implementation		Monitoring and Reporting		
	Responsibility	Timing	Action	Responsibility	Date Completed
<b>Public Services</b>					
<b>Mitigation Measure PS-1:</b> Prior to initiating construction, San Mateo County shall require the Contractor to contact the Underground Service Alert (USA) to identify and avoid (or protect) existing lines, cables, and other electrical facilities during construction activities to ensure the integrity of existing utility systems.	Construction Contractor	Pre-Construction	Contractor to provide ERO with written verification and detailed information of contact with USA prior to construction commencement.	ERO	_____ (date) _____ (initial)
<b>Transportation and Traffic</b>					
<b>Mitigation Measure TRANS-1:</b> The County will implement traffic detour routes for the duration of Project construction (see Appendix G: Construction Detour Routes in Mitigated Negative Declaration). Signs and alternative routes will be advertised and posted for the public. The County will notify emergency service providers of these alternative routes prior to the start of construction to minimize impacts on emergency response times. The detour routes would be as follows: <ul style="list-style-type: none"> <li>▪ South of the Bridge. Northbound traffic on Skyline Boulevard will be directed onto Highway 92 for vehicular traffic or Bunker Hill Drive for both vehicular and bicycle traffic. From there, traffic will be directed to northbound Polhemus Road (County Road 17). From Polhemus Road, traffic will be directed west on Crystal Springs Road, where it will meet with Skyline Boulevard north of the construction site. Expected detour length is 5 miles for vehicular traffic using Highway 92 or 3.6 miles for vehicular or bicycle traffic using Bunker Hill Drive.</li> <li>▪ North of the Bridge. Southbound traffic on Skyline Boulevard will be directed east on Crystal Springs Road. From there, traffic will be directed to southbound Polhemus Road (County Road 17). From Polhemus Road vehicular traffic will be directed west on Highway 92 or Bunker Hill Drive for both vehicular and bicycle traffic, where it will meet with Skyline Boulevard south of the construction site. Expected detour length is 5 miles for vehicular traffic using Highway 92 or 3.6 miles for vehicular or bicycle traffic using Bunker Hill Drive.</li> </ul>	San Mateo County	Pre-Construction and Construction	The ERO shall notify emergency service providers of construction and detours. The ERO shall review installation of detour route signage and barriers. The ERO shall ensure that signage and barriers are inspected monthly.	ERO	_____ (date) _____ (initial)

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Mitigation Measure	Implementation		Monitoring and Reporting		
	Responsibility	Timing	Action	Responsibility	Date Completed
<p>Bicycle traffic will have another detour option in lieu of using Bunker Hill Drive, which may be too steep for some bicyclists:</p> <ul style="list-style-type: none"> <li>▪ <b>Detour for bicycle traffic coming from north of the Crystal Springs Dam Bridge either via the terminus of the Sawyer Camp Trail or Skyline Boulevard.</b> Southbound bicycle traffic on Skyline Boulevard or Sawyer Camp Trail will be directed east (left turn or straight respectively) onto Crystal Springs Road. From there, bicycle traffic will be directed southbound (right turn) onto Polhemus Road which then becomes Ralston Avenue near the Highway 92 interchange. Immediately south of the Ralston Avenue/Highway 92 interchange, bicycle traffic will be directed west (right turn) onto the Ralston Recreational Trail (a 1-mile-long paved recreational trail) which runs parallel to Highway 92 and connects to Cañada Road via a bicycle/pedestrian bridge that crosses over I-280 south of the construction site. The total bicycle traffic detour length is 4 miles. If crossing over the Crystal Springs Dam Bridge from the Sawyer Camp Trail terminus (at intersection of Crystal Springs Road and Skyline Boulevard immediately north of the bridge) to Cañada Road, the distance is 2.5 miles.</li> <li>▪ <b>Detour for bicycle traffic coming from south of the bridge from Highway 92.</b> Bicycle traffic traveling in an easterly direction on Highway 92, (coming down from the top of the Highway 92/Skyline Boulevard intersection) will have the option to either make a left turn (northbound) onto Skyline Boulevard at the lighted signal intersection on Highway 92 and Skyline Boulevard (located immediately east of San Francisco Public Utilities Commission’s [SFPUC] Crystal Springs Reservoir and west of I-280) and continue northbound towards the Bunker Hill Drive detour (right turn) which connects to Polhemus Road or have the option to continue easterly on Highway 92 and make a right turn (southbound) onto Cañada Road and connect to the Ralston Recreational Trail detour described above.</li> </ul>					
<p><b>Mitigation Measure TRANS-2:</b> The County will coordinate construction schedules and traffic management plans with the SFPUC to minimize disruption to traffic flow on Crystal Springs Road and all nearby streets.</p>	San Mateo County	Pre-Construction and Construction	The DPW shall coordinate construction schedules and traffic management plans, and coordinate communication to resolve any issues that may arise.	DPW	_____ (date)  _____ (initial)

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Mitigation Measure	Implementation		Monitoring and Reporting		
	Responsibility	Timing	Action	Responsibility	Date Completed
<b>Utilities and Service Systems</b>					
<p><b>Mitigation Measure UTIL-1:</b> The Contractor will develop a waste management or recycling plan that include procedures to identify the types of debris that would be generated by the Project and describe how all waste streams will be handled, actions to reuse or recycle construction debris and clean excavated soil to the extent possible, and actions to divert at least 50 percent of inert solids (asphalt, brick, concrete, dirt, fines, rock, sand, soil, and stone) from disposal in a landfill.</p>	Construction Contractor	Pre-Construction	The ERO shall review waste management or recycling plan to ensure at least 50 percent of inert solids would be diverted prior to construction commencement. The Monitor shall submit a report of the total construction debris and amount diverted after construction completion to the ERO.	ERO	<p>_____ (date)</p> <p>_____ (initial)</p>

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## **ENCLOSURE 9**

Exhibit 10-H Sample Cost Proposal



**EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #1)**

**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**  
(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Consultant \_\_\_\_\_ Contract No. \_\_\_\_\_ Date \_\_\_\_\_

**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
(Project Manager)	_____	_____	\$ _____	\$ _____
(Sr Civil Engineer)	_____	_____	\$ _____	\$ _____
(Envir. Scientist)	_____	_____	\$ _____	\$ _____
(Jr. Highway Engr)	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____

**LABOR COSTS**

- a) Subtotal Direct Labor Costs \$ \_\_\_\_\_  
 b) Anticipated Salary Increases (see page 2 for sample) \$ \_\_\_\_\_

c) **TOTAL DIRECT LABOR COSTS** [(a) + (b)] \$ \_\_\_\_\_

**FRINGE BENEFITS**

- d) Fringe Benefits (Rate: \_\_\_\_\_%) e) **TOTAL FRINGE BENEFITS** [(c) x (d)] \$ \_\_\_\_\_

**INDIRECT COSTS**

- f) Overhead (Rate: \_\_\_\_\_%) g) Overhead [(c) x (f)] \$ \_\_\_\_\_  
 h) General and Administrative (Rate: \_\_\_\_\_%) i) Gen & Admin [(c) x (h)] \$ \_\_\_\_\_

j) **TOTAL INDIRECT COSTS** [(g) + (i)] \$ \_\_\_\_\_

**FIXED FEE (Profit)**

- n) (Rate: \_\_\_\_\_%) k) **TOTAL PROFIT** [(c) + (e) + (j)] x (q) \$ \_\_\_\_\_

**OTHER DIRECT COSTS (ODC)**

- l) Travel/Mileage Costs (supported by consultant actual costs) \$ \_\_\_\_\_  
 m) Equipment Rental and Supplies (itemize) \$ \_\_\_\_\_  
 n) Permit Fees (itemize), Plan sheets (each), Test Holes (each), etc. \$ \_\_\_\_\_  
 o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant) \$ \_\_\_\_\_

p) **TOTAL OTHER DIRECT COSTS** [(l) + (m) + (n) + (o)] \$ \_\_\_\_\_

**TOTAL COST** [(c) + (e) + (j) + (k) + (p)] \$ \_\_\_\_\_

**NOTES:**

- Employees subject to prevailing wage requirements to be marked with an \*.
- ODC items should be based on actual costs and supported by historical data and other documentation.
- ODC items that would be considered "tools of the trade" are not reimbursable.
- ODC items should be consistently billed directly to all clients, not just when client will pay for them as a direct cost.
- ODC items when incurred for the same purpose, in like circumstances, should not be included in any indirect cost pool or in overhead rate.
- Travel related costs should be pre-approved by the contracting agency. The rates should not exceed the State Department of Personnel Administration (DPA) requirements.

**EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #1)**

**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**  
(SAMPLE CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant \_\_\_\_\_ Contract No. \_\_\_\_\_ Date \_\_\_\_\_

**1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)**

Direct Labor Subtotal per Cost Proposal		Total Hours per Cost Proposal		Avg Hourly Rate	<b>5 Year Contract Duration</b>
\$250,000.00	/	5000	=	\$50.00	Year 1 Avg Hourly Rate

**2. Calculate hourly rate for all years (Increase the Average hourly rate for a year by proposed escalation %)**

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$50.00	+	2%	=	\$51.00	Year 2 Avg Hourly Rate
Year 2	\$51.00	+	2%	=	\$52.02	Year 3 Avg Hourly Rate
Year 3	\$52.02	+	2%	=	\$53.06	Year 4 Avg Hourly Rate
Year 4	\$53.06	+	2%	=	\$54.12	Year 5 Avg Hourly Rate

**3. Calculate estimated hours per year (Multiply estimate % each year by total hours)**

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	20.0%	*	5000	=	1000	Estimated Hours Year 1
Year 2	40.0%	*	5000	=	2000	Estimated Hours Year 2
Year 3	15.0%	*	5000	=	750	Estimated Hours Year 3
Year 4	15.0%	*	5000	=	750	Estimated Hours Year 4
Year 5	10.0%	*	5000	=	500	Estimated Hours Year 5
Total	100%		Total	=	5000	

**4. Calculate Total Costs including Escalation (multiply average hourly rate by the number of hours)**

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$50.00	*	1000	=	\$50,000.00	Estimated Hours Year 1
Year 2	\$51.00	*	2000	=	\$102,000.00	Estimated Hours Year 2
Year 3	\$52.02	*	750	=	\$39,015.00	Estimated Hours Year 3
Year 4	\$53.06	*	750	=	\$39,795.30	Estimated Hours Year 4
Year 5	\$54.12	*	500	=	\$27,060.80	Estimated Hours Year 5
Total Direct Labor Cost with Escalation					=	\$257,871.10
Direct Labor Subtotal before escalation					=	\$250,000.00
Estimated total of Direct Labor Salary Increase					=	<b>\$7,871.10</b>

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**NOTES:**

- This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology.)
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted

**EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #2)**

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)  
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant \_\_\_\_\_ Contract No. \_\_\_\_\_ Date \_\_\_\_\_

Fringe Benefit % + Overhead % + General Administration % = Combined Indirect Cost Rate (ICR) %  
(= 0% if Included in OH) (= 0% if Included in OH)

FEE % = \_\_\_\_\_

**BILLING INFORMATION**

**CALCULATION INFORMATION**

Name/Job Title/Classification <sup>1</sup>	Hourly Billing Rates <sup>2</sup>			Effective date of hourly rate		Actual or Avg. hourly rate <sup>3</sup>	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
John Doe – Project Manager Civil Engineer II	\$0.00	\$0.00	\$0.00	01/01/2000	12/31/2000	\$0.00		Not Applicable
	\$0.00	\$0.00	\$0.00	01/01/2001	12/31/2001	\$0.00	0.0 %	
	\$0.00	\$0.00	\$0.00	01/01/2002	12/31/2002	\$0.00	0.0 %	
Sue Jones – Construction Engineer/Inspector Engineer I	\$0.00	\$0.00	\$0.00	01/01/2000	12/31/2000	\$0.00		Not Applicable
	\$0.00	\$0.00	\$0.00	01/01/2001	12/31/2001	\$0.00	0.0%	
	\$0.00	\$0.00	\$0.00	01/01/2002	12/31/2002	\$0.00	0.0 %	
Buddy Black - Claims Engineer Engineer III	\$0.00	\$0.00	\$0.00	01/01/2000	12/31/2000	\$0.00		Not Applicable
	\$0.00	\$0.00	\$0.00	01/01/2001	12/31/2001	\$0.00	0.0%	
	\$0.00	\$0.00	\$0.00	01/01/2002	12/31/2002	\$0.00	0.0 %	
Land Surveyor *	\$0.00	\$0.00	\$0.00	01/01/2000	12/31/2000	\$0.00		\$00 - \$00
	\$0.00	\$0.00	\$0.00	01/01/2001	12/31/2001	\$0.00	0.0%	\$00 - \$00
	\$0.00	\$0.00	\$0.00	01/01/2002	12/31/2002	\$0.00	0.0 %	\$00 - \$00
Technician	\$0.00	\$0.00	\$0.00	01/01/2000	12/31/2000	\$0.00		\$00 - \$00
	\$0.00	\$0.00	\$0.00	01/01/2001	12/31/2001	\$0.00	0.0%	\$00 - \$00
	\$0.00	\$0.00	\$0.00	01/01/2002	12/31/2002	\$0.00	0.0 %	\$00 - \$00

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate \* (1+ ICR) \* (1+ Fee). Agreed upon billing rates are not adjustable for the term of contract.
- For named employees enter the actual hourly rate. For classifications only, enter the average hourly rate for that classification.

Note:

- Denote all employees subject to prevailing wage with an asterisks (\*)
- For "Other Direct Cost" listing, see page 2 of this Exhibit

**EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #2)**

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)  
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant \_\_\_\_\_ Contract No. \_\_\_\_\_ Date \_\_\_\_\_

<b>SCHEDULE OF OTHER DIRECT COST ITEMS</b>											
<b>PRIME CONSULTANT</b>				<b>SUBCONSULTANT #1</b>				<b>SUBCONSULTANT #2</b>			
DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL	DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL	DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL
Special Tooling				Special Tooling				Special Tooling			
A.				A.				A.			
B.				B.				B.			
C.				C.				C.			
Travel				Travel				Travel			
A.				A.				A.			
B.				B.				B.			
C.				C.				C.			
<b>PRIME TOTAL ODCs =</b>				<b>SUBCONSULTANT #1 ODCs =</b>				<b>SUBCONSULTANT #2 ODCs =</b>			

**IMPORTANT NOTES:**

1. List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
2. Proposed items should be consistently billed directly to all clients (Commercial entities, Federal Govt., State Govt., and Local Govt. Agency), and not just when the client will pay for them as a direct cost.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency. The rates should not exceed the State Department of Personnel Administration (DPA) requirements.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is their standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.

**EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #3)**

COST PER UNIT OF WORK CONTRACTS  
(GEOTECHNICAL AND MATERIAL TESTING)

Consultant \_\_\_\_\_ Contract No. \_\_\_\_\_ Date \_\_\_\_\_

Page \_\_\_ of \_\_\_

**Unit/Item of Work:**

**(Example: Log of Test Boring for Soils Report, or ADL Testing for Hazardous Waste Material Study)  
Include as many Items as necessary.**

DIRECT LABOR	Hours	Hourly Billing Rate (\$)	Total (\$)
Professional (Classification)	_____	_____	_____
Sub-professional/Technical*	_____	_____	_____
EQUIPMENT (with Operator)	_____	_____	_____
<b>OTHER DIRECT COST</b>			
Mobilization/De-mobilization			_____
Supplies/Consumables (Itemize)			_____
Travel/Mileage			_____
Report (if applicable)			_____
<b>TOTAL COST PER UNIT OF WORK</b>			_____

Notes:

- Denote labor subject to prevailing wage with asterisk (\*).
- Hourly billing rates should include prevailing wage rates and be consistent with publicly advertised rates charged to all clients (Commercial, Private or Public).
- Hourly billing rates include net fee/profit.
- Mobilization/De-mobilization is based on site location and number and frequency of tests/items.
- ODC items should be based on actual costs and supported by historical data and other documentation.
- ODC items that would be considered “tools of the trade” are not reimbursable.
- Travel related costs should be pre-approved by the contracting agency. The rates should not exceed the State Department of Personnel Administration (DPA) requirements.

## **ENCLOSURE 10**

Exhibit 10-K Consultant Certification of  
Contract Costs and Financial Management  
System

**EXHIBIT 10-K CONSULTANT CERTIFICATION OF CONTRACT COSTS AND FINANCIAL  
MANAGEMENT SYSTEM**

*(Note: If requesting to utilize the Safe Harbor Indirect Cost Rate submit Attachment 1 of  
DLA-OB 13-07 - Safe Harbor Indirect Cost Rate for Consultant Contracts found at  
[http://www.dot.ca.gov/hq/LocalPrograms/DLA\\_OB/DLA\\_OB.htm](http://www.dot.ca.gov/hq/LocalPrograms/DLA_OB/DLA_OB.htm) in lieu of this form.)*

**Certification of Final Indirect Costs:**

Consultant Firm Name: \_\_\_\_\_

Indirect Cost Rate: \_\_\_\_\_

Fiscal Period Covered for Indirect Cost Rate Developed (mm/dd/yyyy to mm/dd/yyyy): \_\_\_\_\_

Date of Proposal Preparation (mm/dd/yyyy): \_\_\_\_\_

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1. All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31.
2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR, Part 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization, and indirect cost rates have been disclosed as of the date of proposal preparation noted above.

**Certification of Financial Management System:**

I, the undersigned, certify to the best of my knowledge and belief that our financial management system meets the standards for financial reporting, accounting records, internal and budget control as set forth in the FAR of Title 49, CFR, Part 18.20 to the extent applicable to Consultant.

**Certification of Dollar Amount for all A&E contracts:**

I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is \$\_\_\_\_\_ and the number of States in which the firm does business is \_\_\_\_\_.

**Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are reasonable, allowable and allocable to the contract in accordance with the cost principles of the FAR of Title 48, CFR, Part 31. Allowable direct costs to a Government contract shall be:

1. Compliant with Generally Accepted Accounting Principles (GAAP) and standards promulgated by the Cost Accounting Standards Board (when applicable).
2. Compliant with the terms of the contract and is incurred specifically for the contract.
3. Not prohibited by 23 CFR, Chapter 1, Part 172 –Administration of Engineering and Design Related Service Contracts to the extent requirements are applicable to Consultant.

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files.

**Subconsultants (if applicable)**

Proposed Contract Amount (or amount not to exceed if on-call contract): \$ \_\_\_\_\_

**Prime Consultants (if applicable)**

Proposed **Total** Contract Amount (or amount not to exceed if on-call contract): \$ \_\_\_\_\_

Prime, list all subconsultants and proposed subcontract dollar amounts (attach additional page if necessary):

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

\* Consultant Certification Signature: \_\_\_\_\_

Consultant Certifying (Print Name and Title):

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

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

Consultant Contact Information:

Email: \_\_\_\_\_

Phone number: \_\_\_\_\_

Date of Certification (mm/dd/yyyy): \_\_\_\_\_

\*An individual executive or financial officer of the consultant’s organization at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the indirect cost rate proposal submitted in conjunction with the contract.

Note: *Per 23 U.S.C. 112(b)(2)(B), Subconsultants must comply with the FAR Cost Principles contained in 48 CFR, Part 31. 23 CFR Part 172.3 Definitions state: Consultant means the individual or firm providing engineering and design related services as a party to the contract. Therefore, subconsultants as parties of a contract must complete a certification and send originals to A&I and keep copies in Local Agency Project Files.*

- Distribution:**
- 1) Original to Caltrans Audits and Investigations
  - 2) Retained in Local Agency Project Files



## **ENCLOSURE 11**

Exhibit 10-O1 Consultant Proposal DBE  
Commitment

## EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

(Inclusive of all DBEs listed at bid proposal. Refer to instructions on the reverse side of this form)

<b>Consultant to Complete this Section</b>			
1. Local Agency Name: _____			
2. Project Location: _____			
3. Project Description: _____			
4. Consultant Name: _____			
5. Contract DBE Goal %: _____			
<b>DBE Commitment Information</b>			
6. Description of Services to be Provided	7. DBE Firm Contact Information	8. DBE Cert. Number	9. DBE %
<b>Local Agency to Complete this Section</b>			10. Total % Claimed
16. Local Agency Contract Number: _____			_____ %
17. Federal-aid Project Number: _____			
18. Proposed Contract Execution Date: _____			
Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:			11. Preparer's Signature _____
19. Local Agency Representative Name (Print) _____			12. Preparer's Name (Print) _____
20. Local Agency Representative Signature _____		21. Date _____	
22. Local Agency Representative Title _____		23. (Area Code) Tel. No. _____	
			13. Preparer's Title _____
			14. Date _____
			15. (Area Code) Tel. No. _____

**Distribution:** (1) Original – Consultant submits to local agency with proposal  
 (2) Copy – Local Agency files

## INSTRUCTIONS - CONSULTANT PROPOSAL DBE COMMITMENT

### Consultant Section

*The Consultant shall:*

1. **Local Agency Name** – Enter the name of the local or regional agency that is funding the contract.
2. **Project Location** - Enter the project location as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
4. **Consultant Name** - Enter the consultant's firm name.
5. **Contract DBE Goal %** - Enter the contract DBE goal percentage, as it was reported on the Exhibit 10-I *Notice to Proposers DBE Information* form. See LAPM Chapter 10.
6. **Description of Services to be Provided** - Enter item of work description of services to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
7. **DBE Firm Contact Information** - Enter the name and telephone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and telephone number, if the prime is a DBE.
8. **DBE Cert. Number** - Enter the DBEs Certification Identification Number. All DBEs must be certified on the date bids are opened. (DBE subcontracted consultants should notify the prime consultant in writing with the date of the decertification if their status should change during the course of the contract.)
9. **DBE %** - Percent participation of work to be performed or service provided by a DBE. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
10. **Total % Claimed** – Enter the total DBE participation claimed. If the Total % Claimed is less than item "6. Contract DBE Goal", an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H *DBE Information - Good Faith Efforts* of the LAPM).
11. **Preparer's Signature** – The person completing this section of the form for the consultant's firm must sign their name.
12. **Preparer's Name (Print)** – Clearly enter the name of the person signing this section of the form for the consultant.
13. **Preparer's Title** - Enter the position/title of the person signing this section of the form for the consultant.
14. **Date** - Enter the date this section of the form is signed by the preparer.
15. **(Area Code) Tel. No.** - Enter the area code and telephone number of the person signing this section of the form for the consultant.

### Local Agency Section:

*The Local Agency representative shall:*

16. **Local Agency Contract Number** - Enter the Local Agency Contract Number.
17. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
18. **Contract Execution Date** - Enter date the contract was executed and Notice to Proceed issued. See LAPM Chapter 10, page 23.
19. **Local Agency Representative Name (Print)** - Clearly enter the name of the person completing this section.
20. **Local Agency Representative Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
21. **Date** - Enter the date the Local Agency Representative signs the form.
22. **Local Agency Representative Title** - Enter the position/title of the person signing this section of the form.
23. **(Area Code) Tel. No.** - Enter the area code and telephone number of the Local Agency representative signing this section of the form.

## **ENCLOSURE 12**

Exhibit 10-O2 Consultant Contract DBE  
Information

## EXHIBIT 10-02 CONSULTANT CONTRACT DBE INFORMATION

(Inclusive of all DBEs listed at contract award. Refer to instructions on the reverse side of this form)

<b>Consultant to Complete this Section</b>			
1. Local Agency Name: _____			
2. Project Location: _____			
3. Project Description: _____			
4. Total Contract Award Amount: \$ _____			
5. Consultant Name: _____			
6. Contract DBE Goal %: _____			
7. Total Dollar Amount for <u>all</u> Subconsultants: \$ _____			
8. Total Number of <u>all</u> Subconsultants: _____			
<b>Award DBE/DBE Information</b>			
9. Description of Services to be Provided	10. DBE/DBE Firm Contact Information	11. DBE Cert. Number	12. DBE Dollar Amount
<b>Local Agency to Complete this Section</b>		13. Total Dollars Claimed	12. DBE Dollar Amount
20. Local Agency Contract Number: _____		\$ _____	_____ %
21. Federal-aid Project Number: _____			
22. Contract Execution Date: _____		14. Total % Claimed	
Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:		_____ %	
_____		15. Preparer's Signature	
23. Local Agency Representative Name (Print)		_____	
_____		16. Preparer's Name (Print)	
24. Local Agency Representative Signature		_____	
_____		17. Preparer's Title	
25. Date		_____	
26. Local Agency Representative Title		18. Date	
_____		19. (Area Code) Tel. No.	
27. (Area Code) Tel. No.		_____	
<b>Caltrans to Complete this Section</b>			
Caltrans District Local Assistance Engineer (DLAE) certifies that this form has been reviewed for completeness:			
_____			
28. DLAE Name (Print)		30. Date	
_____		_____	
29. DLAE Signature		_____	

- Distribution:**
- (1) Copy – Email a copy to the Caltrans District Local Assistance Engineer (DLAE) within 30 days of contract award. Failure to send a copy to the DLAE within 30 days of contract award may result in delay of payment.
  - (2) Copy – Include in award package sent to Caltrans DLAE
  - (3) Original – Local agency files

## INSTRUCTIONS - CONSULTANT CONTRACT AWARD DBE INFORMATION

### Consultant Section

*The Consultant shall:*

1. **Local Agency Name** – Enter the name of the local or regional agency that is funding the contract.
2. **Project Location** - Enter the project location as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
4. **Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
5. **Consultant Name** - Enter the consultant's firm name.
6. **Contract DBE Goal %** - Enter the contract DBE goal percentage, as it was reported on the Exhibit 10-I *Notice to Proposers DBE Information* form. See LAPM Chapter 10.
7. **Total Dollar Amount for all Subconsultants** – Enter the total dollar amount for all subcontracted consultants. SUM = (DBE's + all Non-DBE's). Do **not** include the prime consultant information in this count.
8. **Total number of all subconsultants** – Enter the total number of all subcontracted consultants. SUM = (DBE's + all Non-DBE's). Do **not** include the prime consultant information in this count.
9. **Description of Services to be Provided** - Enter item of work description of services to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
10. **DBE Firm Contact Information** - Enter the name and telephone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and telephone number, if the prime is a DBE.
11. **DBE Cert. Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened. (DBE subcontracted consultants should notify the prime consultant in writing with the date of the decertification if their status should change during the course of the contract.)
12. **DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE, and include DBEs that are not identified as subconsultants on the Exhibit 10-O1 *Consultant Proposal DBE Commitment* form. See LAPM Chapter 9 for how to count full/partial participation.
13. **Total Dollars Claimed** – Enter the total dollar amounts for column 13.
14. **Total % Claimed** – Enter the total DBE participation claimed for column 13. SUM = (item "14. Total Participation Dollars Claimed" divided by item "4. Total Contract Award Amount"). If the Total % Claimed is less than item "6. Contract DBE Goal", an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H *DBE Information - Good Faith Efforts* of the LAPM).
15. **Preparer's Signature** – The person completing this section of the form for the consultant's firm must sign their name.
16. **Preparer's Name (Print)** – Clearly enter the name of the person signing this section of the form for the consultant.
17. **Preparer's Title** - Enter the position/title of the person signing this section of the form for the consultant.
18. **Date** - Enter the date this section of the form is signed by the preparer.
19. **(Area Code) Tel. No.** - Enter the area code and telephone number of the person signing this section of the form for the consultant.

### Local Agency Section:

*The Local Agency representative shall:*

20. **Local Agency Contract Number** - Enter the Local Agency Contract Number.
21. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
22. **Contract Execution Date** - Enter the date the contract was executed and Notice to Proceed issued. See LAPM Chapter 10, page 23.
23. **Local Agency Representative Name (Print)** - Clearly enter the name of the person completing this section.
24. **Local Agency Representative Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
25. **Date** - Enter the date the Local Agency Representative signs the form.
26. **Local Agency Representative Title** - Enter the position/title of the person signing this section of the form.
27. **(Area Code) Tel. No.** - Enter the area code and telephone number of the Local Agency representative signing this section of the form.

### Caltrans Section:

*Caltrans District Local Assistance Engineer (DLAE) shall:*

28. **DLAE Name (Print)** – Clearly enter the name of the DLAE.
29. **DLAE Signature** – DLAE must sign this section of the form to certify that it has been reviewed for completeness.
30. **Date** - Enter the date that the DLAE signs this section the form.

## **ENCLOSURE 13**

Exhibit 10-Q Disclosure of Lobbying  
Activities

## EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change  <b>For Material Change Only:</b> year ____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity</b>  <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known  Congressional District, if known	<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b>	
<b>10. Name and Address of Lobby Entity</b> (If individual, last name, first name, MI)  (attach Continuation Sheet(s) if necessary)	<b>11. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI)  (attach Continuation Sheet(s) if necessary)	
<b>12. Amount of Payment (check all that apply)</b> \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	<b>14. Type of Payment (check all that apply)</b> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
<b>13. Form of Payment (check all that apply):</b> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____		
<b>15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:</b>  (attach Continuation Sheet(s) if necessary)		
<b>16. Continuation Sheet(s) attached:</b> Yes <input type="checkbox"/> No <input type="checkbox"/>		
<b>17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
<b>Federal Use Only:</b>	Authorized for Local Reproduction Standard Form - LLL	

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files



## INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to: subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
11. Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check all boxes that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
16. Check whether or not a continuation sheet(s) is attached.
17. The certifying official shall sign and date the form, and print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503. SF-LLL-Instructions Rev. 06-04

## **ENCLOSURE 14**

Exhibit 12-B Bidder's List of Subcontractors

**EXHIBIT 12-B BIDDER'S LIST OF SUBCONTRACTORS (DBE AND NON-DBE)**

**PART I**

The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with Section 2-1.054 of the Standard Specifications and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. **Photocopy this form for additional firms.**

<b>Firm Name/ Address/ City, State, ZIP</b>	<b>Phone/ Fax</b>	<b>Annual Gross Receipts</b>	<b>Description of Portion of Work to be Performed</b>	<b>Local Agency Use Only (Certified DBE?)</b>
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
<i>City State ZIP</i>		<input type="checkbox"/> < \$15 million		
		<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
<i>City State ZIP</i>		<input type="checkbox"/> < \$15 million		
		<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
<i>City State ZIP</i>		<input type="checkbox"/> < \$15 million		
		<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
<i>City State ZIP</i>		<input type="checkbox"/> < \$15 million		
		<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)

**Distribution:** 1) Original - Local Agency File

**EXHIBIT 12-B BIDDER'S LIST OF SUBCONTRACTORS (DBE AND NON-DBE)**

**PART II**

The bidder shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified DBE?)
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
		<input type="checkbox"/> < \$15 million		
<i>City State ZIP</i>		<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
		<input type="checkbox"/> < \$15 million		
<i>City State ZIP</i>		<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
		<input type="checkbox"/> < \$15 million		
<i>City State ZIP</i>		<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
		<input type="checkbox"/> < \$15 million		
<i>City State ZIP</i>		<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)

**Distribution:** 1) Original – Local Agency File

## **ENCLOSURE 15**

Exhibit 15-H DBE Information – Good Faith  
Efforts



C. The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract

D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

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Names, addresses and phone numbers of firms selected for the work above:

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E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

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F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

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G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results
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H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

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**NOTE:** USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.



## **ENCLOSURE 16**

**DLA-OB 13-07 - Safe Harbor Indirect Cost  
Rate for Consultant Contracts**

**Safe Harbor Rate  
Questionnaire for Evaluating Consultant's Financial Management System  
For Federal-Aid Highway Projects**

**Consultant Name:** \_\_\_\_\_  
**Headquarter Address:** \_\_\_\_\_  
**Location of Accounting Records:** \_\_\_\_\_  
**Company contact for accounting system questions :**  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Phone Number:** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_  
**Mailing Address:** \_\_\_\_\_

**Purpose:**

This questionnaire is a tool for the Department of Transportation (Caltrans) to evaluate the adequacy of the Consultant's financial management system to accumulate and track direct labor and other direct costs by contract, segregate indirect costs, and remove unallowable costs.

**Instructions:**

1. This questionnaire should be completed by personnel (e.g. accounting staff) with working knowledge of the Consultant (Company)'s financial management system.
2. Answer all questions and provide an explanation and additional supporting documentation where requested.
3. For "No" responses, provide an explanation.
4. If additional space is required, please attach a separate sheet and refer to items being answered by number.

**IMPORTANT!!!**

**FAILURE TO PROPERLY COMPLETE THIS DOCUMENT MAY RESULT IN A DENIAL  
ON THE USE OF THE SAFE HARBOR RATE AND INABILITY TO PARTICIPATE ON THIS AGREEMENT.**

**Definition of terms:**

**Cost objective** is an agreement/contract, function or organizational subdivision, or other work unit for which the costs of processes, products, jobs, or projects are accumulated and measured. An "intermediate cost objective" is a cost objective used to accumulate costs that are subsequently allocated to one or more indirect cost pools and/or final cost objectives.

**Direct cost** is any cost that is identified specifically with a particular cost objective. Direct costs are not limited to items that are incorporated in the end products as material or labor. Costs identified specifically with a contract are direct costs of that contract. All costs identified with other final cost objectives of the contractor are direct costs of those objective. (Federal Acquisition Regulations (FAR) 31.202)

**Indirect or overhead cost** is any cost that is not directly identified with a single final cost objective, but is identified with two or more final cost objectives or with at least one intermediate cost objective. (FAR 31.203)

**Indirect cost pools** are groupings of incurred costs identified with two or more cost objectives but not identified specifically with any final cost objectives. (FAR 31.001)

**References:** Title 49 Code of Federal Regulations (CFR) 18.20, Title 48 CFR 31, Title 48 CFR subpart 9900, and AASHTO Uniform Auditing & Accounting Guide (2012 Edition).

1. What form of business entity is the Company?  
 Sole Proprietorship       Partnership       C Corporation       S Corporation  
 Other \_\_\_\_\_

2. What types of services does the Company provide? (e.g. consultant-Architectural and Engineering Design, etc.)  
 \_\_\_\_\_

3. Does the Company have prior government contracting experience?       Yes       No  
 If so, how many years of experience with government contracts? \_\_\_\_\_

4. What is the company's fiscal reporting period? (Start Date \_\_\_\_\_ End Date \_\_\_\_\_ )  
 Has the company used the same fiscal reporting period for the past two years?       Yes       No

5. What kind of accounting software does the Company use?  
 Internally-developed system       Commercial System: Name of vendor \_\_\_\_\_  
 Hybrid system: Please explain \_\_\_\_\_

6. What basis of accounting does the Company use to prepare general purpose financial statements?  
 Cash       Accrual       Hybrid      Please explain "Hybrid" \_\_\_\_\_  
 If response above is not "Accrual", are year end accrual adjustments made for compliance with generally accepted accounting principles?       Yes       No  
 If yes, please provide a listing of the accrual adjustments made.  
 \_\_\_\_\_

7. Does the general ledger contain separate direct and indirect accounts for the following?  
**a. Direct Labor costs (billable and separate non-billable accounts)**       Yes       No  
**b. Non-labor costs (billable and separate non-billable accounts)**       Yes       No  
**c. Unallowable costs**       Yes       No

**Note: This will support that all direct costs are accounted for and traceable from the job cost ledger to the general ledger.**

If responses are "Yes" to items "a" through "c", please provide a copy of the Company's chart of accounts and identify account numbers/names (i.e. account series/grouping, categories) for the cost items listed below.

- a. Direct Labor \_\_\_\_\_
- b. Other Direct Cost (ODC) \_\_\_\_\_
- c. Indirect Labor \_\_\_\_\_
- d. Other Indirect Cost \_\_\_\_\_
- e. Unallowable Cost \_\_\_\_\_

8. Do you have written policies on identification of direct and indirect costs (labor and non-labor)?       Yes       No  
 If "Yes", please provide copies.

9. Does the Company have a system in place to identify and remove from the indirect cost pools all unallowable costs, in accordance with 49 CFR Part 18.20, 48 CFR Part 31 and applicable Cost Accounting Standards?  
 No. Please explain. \_\_\_\_\_  
 Yes. If "yes", please provide written policies and procedures for identifying and removing unallowable costs from the indirect cost pool, and answer a and b below:

- a. How are appropriate personnel trained to distinguish between allowable and unallowable costs?

b. When does the primary review for allowability occur at time the transaction is recorded or later?

10. Are contracts/projects assigned a unique identification/project number in your accounting system?  Yes  No

If "Yes", please provide a complete list of current active contracts/projects with their respective identification number.

11. Do the Company's timesheets include reporting codes for both direct and indirect hours?  Yes  No

If "Yes", do all employees, including managers and principles, record direct and indirect hours on their timesheets?

Yes  No

If "No", then please explain the method used to segregate direct and indirect labor hours.

12. Does the Company record all hours worked by all employees, including managers and principals, regardless of whether the employees are exempt from overtime pay or whether all direct labor hours are billed to specific contracts/projects?

- No. If "No", please explain. \_\_\_\_\_
- Yes. If "Yes", which of the following methods does the Company use to account for uncompensated overtime-the hours worked without additional compensation in excess of an average of 40 hours per week by direct-charge employee who are exempt from the Fair Labor Standards Act?
  - Effective Rate Method. Please explain: \_\_\_\_\_
  - Salary Variance Method. Please explain. (e.g., What was the total dollar amount of the salary/payroll variance for the year?): \$ \_\_\_\_\_
  - Other. Please explain: \_\_\_\_\_

13. Is indirect and direct labor separated by contract/project/cost objectives on employee timesheets?  Yes  No

If "Yes", please provide a copy of an approved timesheet that shows indirect and direct labor separated by contract/project/cost objectives.

14. How does the Company segregate work performed under a basic agreement/contract from work performed for contract changes/modifications?

15. Besides labor, what other costs does the Company normally bill/invoice as direct contract/project costs?

Does your response include a complete list of all items you intend to bill/invoice for?  Yes  No

If "No", please provide a listing of all those ODC items to be charged to the contract/project.

16. Is your financial management **capable of accumulating and summarizing costs including direct and indirect (including labor), unallowable**, and ODCs by contract/project?

Yes  No

If "Yes", please provide a sample report from a currently active contract/project showing the accumulation and summarization of direct labor and ODCs by contract/project, **if applicable**.

17. **Do you have the ability to accumulate and summarize all contract/project costs** even if they can not be billed directly? (i.e. non-reimbursable project costs)  Yes  No

18. Describe the accounting treatment for direct costs not billable to clients. (Where/how are these costs recorded?)

19. Does the Company reconcile the financial accounting system to the job-cost system?  
 N/A (no job-cost ledger used)  
 No. Please explain. \_\_\_\_\_  
 Yes. If "Yes", how often? (Check all that applies.)  Monthly  Quarterly  Semiannually  Annually
20. As an attachment please describe (narrative or flow chart) your process for approving, recording, and invoicing contract/project costs that meet applicable federal and State rules and regulations.

I certify that to the best of my knowledge and belief the responses to this questionnaire are accurate.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date Completed

## **ENCLOSURE 17**

Internal Control Questionnaire (AASHTO  
Uniform Audit and Accounting Guide,  
Appendix B)

**Appendix**

**B**

## **Internal Control Questionnaire**

## Internal Control Questionnaire (ICQ) for Consulting Engineers

Name of Engineering Consultant ("the Company"): \_\_\_\_\_  
TIN (Taxpayer Identification Number): \_\_\_\_\_  
Headquarters Address: \_\_\_\_\_  
Company Website: \_\_\_\_\_  
Fiscal Year End: \_\_\_\_\_  
This ICQ was prepared for (DOT/agency name): \_\_\_\_\_  
Time Period Covered: \_\_\_\_\_  
Location of Accounting Records: \_\_\_\_\_

- Please include the following items as **attachments** to this ICQ:

- FAR Part 31 Overhead Audit Report for most recent fiscal year, including audited Statement of Direct Labor, Fringe Benefits, and General Overhead (hereinafter "Indirect Cost Rate Schedule") and related reconciliation to the financial statements.
- Cognizant audit report or cognizant letter of concurrence from the cognizant Government agency.  
*Check here if not applicable:*
- Post-closing trial balance and financial statements (balance sheet, income statement, and statement of cash flows) for the most recent fiscal year. (Note: If the indirect cost rate schedule does not directly tie to the trial balance, then please provide a supplemental reconciliation schedule.)
- Current chart of accounts that ties to financial statements and indirect cost rate schedule.
- Independent Auditor's Report on financial statements and accompanying management letter.  
*Check here if not applicable:*
- Sample timesheet.
- The Company's policies for vacation and sick leave.
- The Company's bonus policy.
- Other written policies, as requested throughout this ICQ.

**Note:** Throughout this ICQ, all references to "AASHTO Guide" pertain to the 2012 Edition of the *AASHTO Uniform Audit & Accounting Guide*.

- Please identify the Company's primary contact for accounting questions:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_  
Mailing address (if different than headquarters address listed above): \_\_\_\_\_

### A. Background Information

**A.1. Year Established.** When was the Company formed? \_\_\_\_\_

**A.2. Business Form.** What form of business entity is the Company?

- Sole Proprietorship     Partnership     C Corporation     S Corporation  
 Other \_\_\_\_\_



AASHTO Internal Control Questionnaire (ICQ) for Consulting Engineers

**A.3. Parent/Subsidiary.** Is the Company a subsidiary of any other company?

- Yes      If "yes," please explain: \_\_\_\_\_
- No

**A.4. Common Ownership.** Does the Company own or control any other company or legal entity (e.g., trust or foundation) through common ownership? (See *AASHTO Guide* Section 8.23.B for details.)

- Yes      If "yes," please explain: \_\_\_\_\_
- No

**A.5. Ownership.** Please list the stockholders, partners, or other owners with greater than five percent ownership of the Company and their respective percentages of ownership.

**Table 1: Company Ownership**

Name	Title	Ownership Percentage
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%

**A.6. Services Provided.** What types of services does the Company provide? (e.g., consultant–Architectural and Engineering Design)

- a. \_\_\_\_\_
- b. \_\_\_\_\_
- c. \_\_\_\_\_
- d. \_\_\_\_\_

**A.7. Locations.** How many offices does the Company operate, and where are these offices located?

- a. Number:      \_\_\_\_\_
- b. Locations:    \_\_\_\_\_

**AASHTO Internal Control Questionnaire (ICQ) for Consulting Engineers**

**A.8. Number of Employees.** How many employees (including managers and principals) does the Company currently employ?

a. Full time: \_\_\_\_\_ b. Part time: \_\_\_\_\_

- Has this number changed in the past one-year period?

No  Yes. If "yes," please explain: \_\_\_\_\_

**A.9. Revenue Sources.**

1. For most recent fiscal year, what percentage of the Company's revenue was generated from each of the following?

a. State government: \_\_\_\_\_%                      c. Local government: \_\_\_\_\_%  
 b. Federal government: \_\_\_\_\_%                      d. Commercial/private: \_\_\_\_\_%

2. Please specify all revenues earned as either a prime consultant or subconsultant:

a. Revenues from Government Projects: \$ \_\_\_\_\_  
 b. Revenues Other Customers: \$ \_\_\_\_\_  
*Total Company Gross Revenue:* \$ \_\_\_\_\_

**A.10. Contract Mix.** What percentage of the Company's revenue was generated from each of the following contract types?

a. Lump sum: \_\_\_\_\_%                      c. Cost plus (time and materials): \_\_\_\_\_%  
 b. Cost plus fixed fee: \_\_\_\_\_%                      d. Other: \_\_\_\_\_% Please explain "Other." \_\_\_\_\_

**B. Accounting: General Background**

**B.1. Fiscal Period.** Has the Company used the same fiscal reporting period for the past two years?

Yes  No

**B.2. Accounting Method/Basis.** What basis of accounting does the Company use to prepare general purpose financial statements?

Cash  Accrual  Hybrid. Please explain "Hybrid." \_\_\_\_\_

- Was the same basis of accounting also used to prepare the firm's indirect cost rate schedule?

Yes  No. Please explain: \_\_\_\_\_

**B.3. Accounting Policies.** Does the Company have written accounting policies that address the following topics?

(If "yes," please provide a copy.)	<b>Yes</b>	<b>No</b>
a. Accounting system . . . . .	<input type="checkbox"/>	<input type="checkbox"/>
b. Billing . . . . .	<input type="checkbox"/>	<input type="checkbox"/>
c. Cost estimating/allowability. . . . .	<input type="checkbox"/>	<input type="checkbox"/>
d. Recording time worked/timesheet preparation . . . . .	<input type="checkbox"/>	<input type="checkbox"/>
e. Fringe benefits/leave time . . . . .	<input type="checkbox"/>	<input type="checkbox"/>
f. Recording overtime . . . . .	<input type="checkbox"/>	<input type="checkbox"/>
g. Compliance with FAR Part 31 <sup>(f)</sup> and applicable CAS . . . . .	<input type="checkbox"/>	<input type="checkbox"/>
h. Recording direct and indirect costs . . . . .	<input type="checkbox"/>	<input type="checkbox"/>
i. Overhead/indirect cost rate development . . . . .	<input type="checkbox"/>	<input type="checkbox"/>
j. Billing rate development . . . . .	<input type="checkbox"/>	<input type="checkbox"/>

<sup>(f)</sup> FAR Part 31 is codified at 48 CFR Part 31, which is available at <https://www.acquisition.gov/far/html/FARTOCP31.html>.

## AASHTO Internal Control Questionnaire (ICQ) for Consulting Engineers

**B.4. Preparing the Indirect Cost Schedule.** How frequently does the Company prepare an indirect cost rate schedule to determine costs eligible for reimbursement per FAR Part 31?

Annually       Other (please specify): \_\_\_\_\_

- Was the most recent schedule prepared by the Company or by another entity instead (e.g., CPA firm)?

Prepared by:     Internal staff       External party (specify): \_\_\_\_\_

- Period covered by most recent indirect cost schedule:

One-year period ended December 31, 20\_\_\_\_

Other (please specify): \_\_\_\_\_

**B.5. Fraud, Abuse, and Contract Violations.** Is the Company's management aware of any material instances of fraud, illegal acts, abuse, or violations of contracts provisions or grant agreements?

No       Yes. If "yes," please explain: \_\_\_\_\_

**B.6. Knowledge of FAR Part 31.** Are appropriate personnel within the Company familiar with FAR Part 31?

Yes       No. If "no," please explain: \_\_\_\_\_

**B.7. Audits/Examinations.** Within the past three years, has a CPA or governmental agency performed an independent audit, review, attestation, or compilation of the Company's financial data or any phase of the Company's operations?

No     Yes. If "yes," please complete the following (if applicable):

a. **Financial Statements:**  Audit     Review     Compilation     Other (please specify): \_\_\_\_\_

Name of CPA or Agency: \_\_\_\_\_

Contact: \_\_\_\_\_

Period Covered: \_\_\_\_\_

b. **Overhead Rate:**     Audit     Review     Compilation     Other (please specify): \_\_\_\_\_

- Was the overhead rate calculated in accordance with FAR Part 31?     Yes     No

Name of CPA or Agency: \_\_\_\_\_

Contact: \_\_\_\_\_

Period Covered: \_\_\_\_\_

c. **Project Audits:**     Audit     Review     Compilation     Other (please specify): \_\_\_\_\_

Name of CPA or Agency: \_\_\_\_\_

Contact: \_\_\_\_\_

Period Covered: \_\_\_\_\_

AASHTO Internal Control Questionnaire (ICQ) for Consulting Engineers

**C. Accounting System(s)**

**C.1. Accounting Software.** What type of accounting software does the Company use?

- Internally-developed system.     Commercial system. Name of vendor: \_\_\_\_\_  
 Hybrid system. Please explain: \_\_\_\_\_

- Please describe any significant manual procedures used outside of the automated accounting system to record transactions:  
 \_\_\_\_\_

**C.2. Job Costing.** Does the Company have a job-cost accounting system?  Yes     No

If “no,” please explain what type of system is used to determine project costs: \_\_\_\_\_

**C.3. Integration.** Does the accounting general ledger interface with the job-cost ledger?

- Yes     No     N/A (no job-cost ledger used)

a. Are billings prepared from, or reconciled to, reports generated from the Company’s job-cost system?

- Yes     No. Please explain: \_\_\_\_\_

b. Describe any manual procedures that occur outside of the automated accounting system to prepare billing packages. \_\_\_\_\_

**C.4. Accounting Records.** Which of the following types of records does the Company maintain to support financial transactions?

	<u>Yes</u>	<u>No</u>
a. General ledger . . . . .	<input type="checkbox"/>	<input type="checkbox"/>
b. Cash disbursements journal . . . . .	<input type="checkbox"/>	<input type="checkbox"/>
c. Cash receipts journal . . . . .	<input type="checkbox"/>	<input type="checkbox"/>
d. Job/Project-cost ledger . . . . .	<input type="checkbox"/>	<input type="checkbox"/>
e. Labor distribution reports . . . . .	<input type="checkbox"/>	<input type="checkbox"/>
f. Employee expense reports . . . . .	<input type="checkbox"/>	<input type="checkbox"/>
g. Payroll registers . . . . .	<input type="checkbox"/>	<input type="checkbox"/>

**C.5. Direct and Indirect Expenses.** Does the general ledger contain separate direct and indirect accounts for the following?

- a. Labor costs                     Yes     No  
 b. Non-labor expenses         Yes     No

If “no,” please explain: \_\_\_\_\_

**C.6. Exclusion of Unallowable Costs.** Does the Company have a system in place to identify and remove from the indirect cost pools all unallowable costs, in accordance with per FAR Part 31 and applicable Cost Accounting Standards? (See *AASHTO Guide*, Sections 2.2, 4.4, 5.2, 5.5, and 6.3.)

- No. Please explain: \_\_\_\_\_  
 Yes. If “yes,” please answer a through c, below.

a. Please provide details about the system. \_\_\_\_\_

b. How are appropriate personnel trained to distinguish between allowable and unallowable costs?  
 \_\_\_\_\_

c. When does the primary review for allowability occur—at time the transaction is recorded, or later?  
 \_\_\_\_\_

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**C.7. Divisions/Cost Centers.** Does the Company have more than one division/cost center?

No       Yes

- If "yes," are separate ledgers maintained for each?     Yes     No

Comment: \_\_\_\_\_

**C.8. Reconciliations.**

a. Does the Company reconcile the financial accounting system to the job-cost system?

N/A (no job-cost ledger used).

No. Please explain: \_\_\_\_\_

Check here if systems are integrated:

Yes. If "yes," how often? (Check all that apply.)     Monthly     Quarterly     Semi-annually     Annually

Comment: \_\_\_\_\_

b. How frequently are bank statements reconciled? Who performs this process?

\_\_\_\_\_

**C.9. Budgeting.** Does the Company use a budgeting system for project planning and oversight?

Yes       No

Comment: \_\_\_\_\_

- If "yes," does the Company prepare variance reports to compare budgeted amounts to actual amounts on projects, and are the reports distributed to appropriate management personnel?

Yes     No. If "no," please explain: \_\_\_\_\_

**C.10. Cost Allocation.** Does the Company use cost allocation methods consistently for all contracts, including commercial contracts as well as for State and Federal government contracts?

(See *AASHTO Guide*, Sections 5.3 and 10.5.)

Yes       No. If "no," please explain: \_\_\_\_\_

**C.11. Allocation Base(s).** When computing indirect cost rates, the Company uses—

a single base for cost allocation.    Description of base: \_\_\_\_\_

multiple bases for cost allocation.    Description of bases: \_\_\_\_\_

(See *AASHTO Guide* Section 4.7 for a discussion of common allocation bases for indirect costs.)

**C.12. Field Offices.** Does the Company have field offices? (See *AASHTO Guide* Section 5.6.)

No

Yes. If "yes,"

a. Are separate indirect cost rates used for the home office and field offices?

Yes       No

Please explain: \_\_\_\_\_

b. If home office and field office indirect cost rates are computed, are they presented consistently to all State DOTs?

Yes       No. If "no," please explain: \_\_\_\_\_

Please check here if not applicable:

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**C.13. Project-Specific Indirect Cost Rate(s).** Does the Company have any special, project-specific indirect cost rates negotiated with a State DOT?

No  Yes. If "yes," please explain, and list the States that use these rates: \_\_\_\_\_

**D. Information Technology (IT) Systems**

**D.1. IT Policies.** Does the firm have written IT system policies concerning the following topics?  
(If "yes," please provide a copy.)

	<u>Yes</u>	<u>No</u>
a. Hardware/Software		
• Purchasing .....	<input type="checkbox"/>	<input type="checkbox"/>
• Inventory .....	<input type="checkbox"/>	<input type="checkbox"/>
• Maintenance .....	<input type="checkbox"/>	<input type="checkbox"/>
• Access .....	<input type="checkbox"/>	<input type="checkbox"/>
• Use of In-house and off-site .....	<input type="checkbox"/>	<input type="checkbox"/>
• Addition and removal/retirement/disposition of .....	<input type="checkbox"/>	<input type="checkbox"/>
b. Business Continuation Plan .....	<input type="checkbox"/>	<input type="checkbox"/>
c. Security Protocol .....	<input type="checkbox"/>	<input type="checkbox"/>
d. Activation and deactivation of employees upon hiring or termination. ....	<input type="checkbox"/>	<input type="checkbox"/>

**D.2. IT Risk Assessment.** Has the Company's management conducted an IT system risk assessment within the past three years?

Yes  No

**D.3. IT Security Review.** Are system security and application access logs enabled and reviewed periodically?

Yes  No

Comment: \_\_\_\_\_

**D.4. IT Electronic Data Safeguards.** If documents are retained in electronic format, are they stored in a format that cannot easily be modified, removed, or replaced, and does a mechanism/audit trail exist to track all such events?

Yes  No

Comment: \_\_\_\_\_

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**E. Accounting – Payroll and Timekeeping**

**E.1. Payroll Service.** Does the Company use an external payroll service?

No  Yes. If “yes,” please specify: \_\_\_\_\_

**E.2. Pay Cycle.** What is the Company’s standard pay cycle?

Bi-weekly  Monthly  1st and 15th  Other (please specify): \_\_\_\_\_

If the Company uses more than one pay cycle, please explain: \_\_\_\_\_

**E.3. Payroll Register.** Does the payroll register include the following data?

	<u>Yes</u>	<u>No</u>
a. Employee Name. . . . .	<input type="checkbox"/>	<input type="checkbox"/>
b. Employee ID number. . . . .	<input type="checkbox"/>	<input type="checkbox"/>
c. Gross pay . . . . .	<input type="checkbox"/>	<input type="checkbox"/>
d. Payroll deductions . . . . .	<input type="checkbox"/>	<input type="checkbox"/>
e. Net pay . . . . .	<input type="checkbox"/>	<input type="checkbox"/>
f. Check amount . . . . .	<input type="checkbox"/>	<input type="checkbox"/>
g. Hourly rate . . . . .	<input type="checkbox"/>	<input type="checkbox"/>
h. Pay period . . . . .	<input type="checkbox"/>	<input type="checkbox"/>
i. Normal hours for pay period . . . . .	<input type="checkbox"/>	<input type="checkbox"/>
j. Overtime hours for pay period . . . . .	<input type="checkbox"/>	<input type="checkbox"/>

Comments: \_\_\_\_\_

**E.4. Timekeeping System.**

a. Does the Company use an electronic timekeeping system?

Yes  No

- If “yes,” please provide an explanation of its operation, or provide system documentation:  
\_\_\_\_\_

b. Are all employees, including managers and owners/principals, responsible for signing their own timesheets?

Yes  No

If “no,” please explain: \_\_\_\_\_

c. Are all employee timesheets approved by supervisors?

Yes  No

If “no,” please explain: \_\_\_\_\_

d. Is there a certification and approval process required for all time worked by owners and principals?

Yes  No

If “no,” then how is time accounted for and billed to projects? \_\_\_\_\_

e. How are timesheet coding errors detected and corrected?

\_\_\_\_\_

f. How do timesheets identify work performed outside an agreement’s original scope of services?

\_\_\_\_\_

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### **F. Labor Cost Accumulation**

**F.1. Direct & Indirect Labor.** Do the Company's timesheets include reporting codes for both direct and indirect hours? (See *AASHTO Guide*, Chapter 6.)

Yes  No

- If "yes," do all employees, including managers and principals, record direct and indirect time on their timesheets?

\_\_\_\_\_

- If "no," then please explain the method used to segregate direct and indirect labor hours. \_\_\_\_\_

**F.2. Work Week.** Please list the Company's normal hours of business operation (normal work week):

\_\_\_\_\_

**F.3. Uncompensated Overtime** (see *AASHTO Guide*, Section 5.4). Does the Company record all hours worked by all employees, including managers and principals, regardless of whether the employees are exempt from overtime pay or whether all direct labor hours are billed to specific contracts?

No. If "no," please explain: \_\_\_\_\_

Yes. If "yes," which of the following methods does the Company use to account for *uncompensated overtime*—the hours worked without additional compensation in excess of an average of 40 hours per week by direct-charge employees who are exempt from the Fair Labor Standards Act?

Effective Rate Method. Please explain: \_\_\_\_\_

Salary Variance Method. Please explain. (E.g., What was the total dollar amount of the salary/payroll variance for the year?): \$ \_\_\_\_\_

Other. Please explain: \_\_\_\_\_

**F.4. Contract Modifications/Time Tracking.** How does the Company segregate work performed under a basic agreement/contract from work performed for contract changes/modifications? \_\_\_\_\_



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### **G. Labor Billings and Project Costing**

**G.1. Billing Rates.** Please describe how billing rates are determined, or attach the Company's billing-rate policy.

- Description: \_\_\_\_\_
- Billing-rate policy attached.

**G.2. Premium Overtime.** Does the Company pay overtime at a premium to any employees?  Yes  No

- If "yes,"

a. What premium rate is paid, and what categories of employees are eligible for this rate?

- Time-and-a-half for all non-exempt employees.
- Other. Please explain: \_\_\_\_\_

b. How is the overtime premium accounted for and billed?

- As part of direct labor, and overhead is applied.
- As an Other Direct Cost (no overhead applied).
- As an indirect labor cost (included in the indirect cost rate).
- Other. Please explain: \_\_\_\_\_

**G.3. Allocation of Overtime Costs.** Are overtime costs allocated to contracts consistently, regardless of the type of contract (lump sum versus actual cost) or customer (government versus commercial)?

- Yes  No. If "no," please explain: \_\_\_\_\_

**G.4. Cost Allocation versus Billing.** If the Company pays a principal or an employee at a rate in excess of a contract's maximum hourly labor rate, where will the excess cost be allocated/charged? \_\_\_\_\_

**G.5. Contract/Purchased Labor.** Does the Company invoice/bill contract labor directly to any customers?

- Yes  No  N/A

- If "yes," please complete the following: Contract labor is billed—

- As part of direct labor, and overhead is applied.
- As an Other Direct Cost (no overhead applied).
- Other. Please explain: \_\_\_\_\_

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**H. Expense Accumulation and Billing**

**H.1. Nonsalary Direct Costs (Other Direct Costs).** Besides labor, what type of costs does the Company normally bill/invoice as direct expenses?  
\_\_\_\_\_

**H.2. Credits Associated with Direct Costs.** Is the indirect cost pool relieved/reduced for credits/reimbursements received for direct costs?

Yes  No. If "no," please explain: \_\_\_\_\_

**H.3. Design/Build Stipends.** Has the Company received a stipend from any State DOT in connection with design/build efforts?

Yes  No

- If "yes," please explain how the Company accounted for the stipend in the accounting system: \_\_\_\_\_

**H.4. Classification of Cost Items.** How are the following cost items accounted for and billed?

(Check both "D" and "I," if applicable.)

(D = Direct; I = Indirect; N/A = not applicable)

	<u>D</u>	<u>I</u>	<u>N/A</u>
a. Vehicles .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Computer Assisted Design and Drafting (CADD) .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Computer (non-CADD) .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Telephone .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Printing / Reproduction .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Postage .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. Lab .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
h. Drilling .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
i. Travel and Subsistence .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
j. GPS and/or Nuclear Density Meters .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
k. Other (list if significant) .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**H.5. Nonbillable Costs.** Describe the accounting treatment for direct costs not billable to clients. (Where/how are these costs recorded?) \_\_\_\_\_

**H.6. Authorization.** How does the Company ensure that costs are not billed to Government projects prior to proper authorization?  
\_\_\_\_\_

**H.7. Vehicle Expenses.** Does the Company provide vehicles to employees for business purposes?

Yes  No

a. If "yes," are the vehicles leased or owned?

Leased  Owned

b. Identify the total number of vehicles owned or leased by the company.

\_\_\_\_\_ Leased \_\_\_\_\_ Owned

c. Are mileage logs maintained for all vehicles? If "no," please explain below.

Yes  No

Explanation: \_\_\_\_\_

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- d. Is mileage separated by direct and indirect classifications, and is mileage incurred in connection with unallowable activities tracked?  Yes  No  
Explanation: \_\_\_\_\_
- e. What recovery/billing rate is used for Company vehicle mileage reimbursement?  
\$ \_\_\_\_\_ per mile.  
Explanation: \_\_\_\_\_
- f. How was the rate developed? \_\_\_\_\_

**H.8. Computer Expenses.** Are the Company's computer expenses incurred as a result of (select one):

- a.  Outside Services?  Company ownership?  Both?
- b. Does the Company compute a charge rate for computers?  Yes  No  
- If "yes," what is the rate? \_\_\_\_\_  
- How was the rate developed? \_\_\_\_\_
- c. Is computer usage segregated by direct and indirect classifications?  Yes  No
- d. Are computer usage logs maintained and coded by job/project?  Yes  No

**H.9. Printing and Reproduction Costs.** How are printing and reproduction expenses treated?

- In House:  Direct cost  Indirect cost  Combination of direct and indirect
- Outside vendor:  Direct cost  Indirect cost  Combination of direct and indirect
- If you marked "combination of both," please explain: \_\_\_\_\_*
- a. For in-house services, are usage logs maintained and coded by job/project?  
 Yes  No
- b. Is usage segregated by direct and indirect classifications?  
 Yes  No
- c. If these costs are incurred through the use of an outside vendor, are the invoices coded by job/project when received?  
 Yes  No

**H.10. Telephone Costs.** How is the expense for telephone service recorded and billed?

- Direct cost  Indirect cost  Combination of direct and indirect
- If you marked "combination of direct and indirect," please explain below:*  
\_\_\_\_\_
- Does the Company maintain a telephone log to record toll calls?  Yes  No
- Are the calls job-coded by direct and indirect classifications?  Yes  No

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**H.11. Activities Ineligible for Cost Reimbursement.** Did any of the Company's employees engage in activities for lobbying, advertising, public relations, charity, and/or entertainment?

- If "yes," please list the employees who engaged in these activities, and describe how the associated costs were tracked and accounted for in relation to the submitted indirect cost rate.

**Table 2: Unallowable Activities**

Employee Name or ID & Title/Classification:	Activities:	Accounting Treatment:

**I. Compensation for Owners and Employees**

**I.1. Bonuses.**

a. Did the Company pay, or accrue for, bonuses earned by owners or employees during the period covered by the latest indirect cost rate schedule?

Yes  No

- If "yes," were the bonuses included in the submitted overhead rate?  Yes  No  N/A

- Was any portion of these bonuses excluded from the submitted overhead rate?  Yes  No

N/A

Comment: \_\_\_\_\_

b. Does the Company have a written bonus plan?

Yes. Please provide a copy of the plan.

No. Please describe how bonuses are determined and how this is communicated to employees. \_\_\_\_\_

c. Are all employees eligible for the bonuses?  Yes  No. If "no," please explain: \_\_\_\_\_

**I.2. Executive Compensation.** Has the Company, an independent CPA, or compensation consultant performed an evaluation of executive compensation for *reasonableness* in accordance with FAR 31.205-6? (See *AASHTO Guide* Section 7.5.)

Yes  No

- If "yes," describe the methodology used and how this process has been documented: \_\_\_\_\_

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**J. Related-Party Transactions**

**J.1. Related Employees.** Please provide the following information for all **employees** who are related to the parties listed in the Ownership Table (Table 1) shown in A.5:

**Table 3: Employees Related to Company Owners**

	Name or ID:	Title/Position:	Wages/Salary:	Bonus:	Other Compensation:	Total Compensation:
			\$	\$	\$	\$
1	Total Hours Worked During Year:	Job Duties: Related to: How Related (e.g., spouse, parent, child, sibling, in law):				
			\$	\$	\$	\$
2	Total Hours Worked During Year:	Job Duties: Related to: How Related:				
			\$	\$	\$	\$
3	Total Hours Worked During Year:	Job Duties: Related to: How Related:				
			\$	\$	\$	\$
4	Total Hours Worked During Year:	Job Duties: Related to: How Related:				
			\$	\$	\$	\$
5	Total Hours Worked During Year:	Job Duties: Related to: How Related:				
			\$	\$	\$	\$
6	Total Hours Worked During Year:	Job Duties: Related to: How Related:				
			\$	\$	\$	\$
7	Total Hours Worked During Year:	Job Duties: Related to: How Related:				
			\$	\$	\$	\$
8	Total Hours Worked During Year:	Job Duties: Related to: How Related:				
			\$	\$	\$	\$

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	Name or ID:	Title/Position:	Wages/Salary:	Bonus:	Other Compensation:	Total Compensation:
9			\$	\$	\$	\$
	Total Hours Worked During Year:	Job Duties: Related to: How Related:				
10			\$	\$	\$	\$
	Total Hours Worked During Year:	Job Duties: Related to: How Related:				

**J.2. Related Vendors.** Please provide the following information for all vendors related to the parties listed in the Ownership Table (Table 1) shown in A.5:

**Table 4: Vendors Related to Company Owners**

Name:	Contact Information:	How Related:	Products/Services Provided:	Total Payments During Year:
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$

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**J.3. Property or Facilities Leased from Related Parties.** Does the Company rent or lease property and/or facilities from another entity (organization or individual)?

Yes  No

- If "yes,"

a. Are any of the Company's owners/stockholders, or members of their immediate family, also owners/stockholders of the other entity?

Yes  No

- If "yes," please explain: \_\_\_\_\_

b. Have the rental/lease costs been adjusted to the property owner's actual costs?

Yes  No

- If "yes," what basis was used to determine actual cost? (E.g., the property owner's tax return less interest expense, plus cost of money).

Description: \_\_\_\_\_

**J.4. Other Related-Party Transactions.** Did the Company engage in any transactions with related parties other than those listed and described in J.1 through J.3?

No  Yes. If "yes," please complete Table 5:

**Table 5: Other Related-Party Transactions**

<b>Name:</b>	<b>Contact Information:</b>	<b>How Related:</b>	<b>Products/Services Provided:</b>	<b>Total Payments During Year:</b>
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$

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**K. Other Questions**

**K.1. Life Insurance.** Does the Company pay life insurance for officers/principals?

Yes  No

- If "yes,"

(a) Have any costs associated with this life insurance been included on the indirect cost rate schedule?

Yes – total amount: \_\_\_\_\_  No

(b) Please identify the beneficiary of the life insurance:

Company/surviving partners  Officer/principal's family

Other (specify) \_\_\_\_\_

(c) Please identify the type(s) of the life insurance:

Term  Whole life  Universal life  Endowments (annuities)

Accidental death  Other (please specify): \_\_\_\_\_

**K.2. Suspension or Debarment.** Has the Company, its parent, subsidiary, or any owner, stockholder, officer, partner, or employee of the Company been suspended or debarred from doing business by any State or the Federal government?

Yes  No

- If "yes," please provide complete details: \_\_\_\_\_

**K.3. Updates for Changes to FAR Part 31.** Does the Company have an existing process designed to provide timely updates to company policies and procedures to accommodate changes in the FAR Subpart 31.2 cost principles?

Yes  No

- If "yes," please describe the process: \_\_\_\_\_

**K.4. Risk Assessment.** Does the Company have a process for assessing risks that may result from changes in cost accounting systems or processes?

Yes  No

- If "yes," please describe the process. How are risks identified and addressed? \_\_\_\_\_

**K.5. Communications of FHWA/DOT Requirements.** How does information flow from the FHWA/State DOT to appropriate management personnel? (E.g., How are relevant updates to State DOT procedures or Federal Regulations disseminated to project managers and accounting personnel?)

\_\_\_\_\_



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I certify that to the best of my knowledge and belief this ICQ is a complete and accurate representation of the above-named Company's cost accounting and billing practices.

\_\_\_\_\_  
**Typed or Printed Name**

\_\_\_\_\_  
**Signature**

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

\_\_\_\_\_  
**Date Completed**

Note: The representations on this ICQ were made by, and are the responsibility of, the Company's management.

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### **Keyword Index**

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