

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND SWAIM BIOLOGICAL, INC.

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 Swaim Biological, Inc., hereinafter called "Contractor."

* * *

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

Whereas, it is necessary and desirable that Contractor be retained for the purpose of providing construction mitigation 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— Disadvantaged Business Enterprise Reporting Information (LAPM, "Exhibit 10-O2")

Exhibit F— Final Reporting- Utilization of Disadvantaged Business Enterprise (LAPM, "Exhibit 17-F")

Exhibit G— 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 A, and as 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 Four Hundred Ninety Six Thousand and Five and 94/100 Dollars, (\$496,005.94). 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

(a) 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" below, shall not be exceeded, unless authorized by contract amendment.

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

(c) 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.

(d) 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.

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

(f) 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, 5th Floor,
Redwood City, CA 94063

(g) The total amount payable by County including the fixed fee shall not exceed \$496,005.94.

(h) 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.

(i) 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 November 3, 2015, through November 2, 2018.

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 Director of Public Works 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 E "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 F - 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 many 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 G - 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: James C. Porter, Director of Public Works, Department of Public Works
Address: 555 County Center, 5th Floor, Redwood City, CA 94063-1665
Telephone: 650-363-4100
Facsimile: 650-361-8220
Email: jporter@smcgov.org

In the case of Contractor, to:

Name/Title: Karen Swaim, Principle Wildlife Biologist, Swaim Biological, Inc.,
Address: 4435 First Street, PMB #312, Livermore, CA 94551
Telephone: 925-455-8770
Facsimile: 925-455-6106
Email: kswaim@swaimbio.com

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

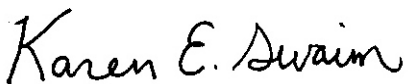
Date:

ATTEST:

By: _____

Clerk of Said Board

Swaim Biological, Inc.



Contractor's Signature

Date: 23 Oct 2015

(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:

EXHIBIT 10-H**BRLO-5935 (052) - Crystal Springs Dam Bridge Replacement****Project****ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Consultant Swaim Biological, Inc. Contract No. TBD Date 10 Sept. 2015**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

FRINGE BENEFITS

d) Fringe Benefits

INDIRECT COSTS

f) Overhead (F)

h) General and Administrative

FIXED FEE (P)

n) (Rate: _____)

SEE APPENDIX A-
SAFE HARBOR INDIRECT
COST RATE
CALCULATION SHEET

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 LABOR COSTS** \$ **447,012.68****OPTIONAL TASKS** \$ **43,993.26****TOTAL COST** \$ **491,005.94****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 COST PROPOSAL

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Consultant Swaim Biological Incorporated Contract No. TBD Date 09/10/2015

Project Tasks	NAME/TITLE	Effective date of hourly rate		Hourly Rate*	Estimated Hours	Cost
Bio Measure 1,3	Karen Swaim Principal	01/01/15	12/31/15	\$169.38	24	\$4,065.12
		01/01/16	12/31/16	\$174.46	32	\$5,582.72
		01/01/17	12/31/17	\$179.70	32	\$5,750.40
		01/01/18	12/31/18	\$185.09	8	\$1,480.72
Bio Measure 1, 3	Chris Swaim GIS Manager/ Wildlife Biologist	01/01/15	12/31/15	\$124.63	16	\$1,994.08
		01/01/16	12/31/16	\$128.37	40	\$5,134.80
		01/01/17	12/31/17	\$132.22	40	\$5,288.80
		01/01/18	12/31/18	\$136.18	24	\$3,268.32
Bio Measure 1, 3	Sarah Willbrand Project Manager/ Senior Wildlife Biologist	01/01/15	12/31/15	\$87.16	40	\$3,486.40
		01/01/16	12/31/16	\$89.78	24	\$2,154.72
		01/01/17	12/31/17	\$92.47	24	\$2,219.28
		01/01/18	12/31/18	\$95.24	24	\$2,285.76
Bio Measure 1, 3, 4, 11	Ryan Byrnes Assistant Project Manager Senior Wildlife Biologist	01/01/15	12/31/15	\$82.72	16	\$1,323.52
		01/01/16	12/31/16	\$85.21	250	\$21,302.50
		01/01/17	12/31/17	\$87.76	250	\$21,940.00
		01/01/18	12/31/18	\$90.40	8	\$723.20
Bio Measure 1, 3, 4, 11	William Bauer Staff Biologist	01/01/15	12/31/15	\$56.65	8	\$453.20
		01/01/16	12/31/16	\$58.34	600	\$35,004.00
		01/01/17	12/31/17	\$60.10	600	\$36,060.00
		01/01/18	12/31/18	\$61.91	0	\$0.00
Bio Measure 1, 3, 4, 11	Spencer McLintock Staff Biologist	01/01/15	12/31/15	\$56.65	8	\$453.20
		01/01/16	12/31/16	\$58.34	300	\$17,502.00
		01/01/17	12/31/17	\$60.10	300	\$18,030.00
		01/01/18	12/31/18	\$61.91	0	\$0.00
Bio Measure 1, 3, 4, 11	Zachary Leisz Staff Biologist	01/01/15	12/31/15	\$56.65	8	\$453.20
		01/01/16	12/31/16	\$58.34	500	\$29,170.00
		01/01/17	12/31/17	\$60.10	500	\$30,050.00
		01/01/18	12/31/18	\$61.91	8	\$495.28
Bio Measure 1, 3, 4, 11	Jacqueline Taylor Staff Biologist	01/01/15	12/31/15	\$61.18	8	\$489.44
		01/01/16	12/31/16	\$63.01	750	\$47,257.50
		01/01/17	12/31/17	\$64.90	750	\$48,675.00
		01/01/18	12/31/18	\$66.86	8	\$534.88
Bio Measure 1, 3, 4, 11	Chadwick McCready, Glenn Woodruff, Will McCall Staff Biologist	01/01/15	12/31/15	\$50.60	8	\$404.80
		01/01/16	12/31/16	\$52.12	500	\$26,060.00
		01/01/17	12/31/17	\$53.68	500	\$26,840.00
		01/01/18	12/31/18	\$55.29	8	\$442.32
TOTAL BUDGET	\$406,375.16					
10% contingency	\$40,637.52					
Proposed Budget	\$447,012.68					

EXHIBIT 10-H COST PROPOSAL

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Consultant Swaim Biological Incorporated Contract No. TBD Date 09/10/2015

Optional Services						
Mitigation Measure Bio 2	Sarah Willbrand	01/01/15	12/31/15	\$87.16	12	\$1,045.92
		01/01/16	12/31/16	\$89.78	12	\$1,077.36
		01/01/17	12/31/17	\$92.47	8	\$739.76
		01/01/18	12/31/18	\$95.24	8	\$761.92
Optional Task Cost						\$3,624.96
Mitigation Measure BIO 6	Ryan Byrnes	01/01/15	12/31/15	\$82.72	8	\$661.76
		01/01/16	12/31/16	\$85.21	24	\$2,045.04
		01/01/17	12/31/17	\$87.76	24	\$2,106.24
		01/01/18	12/31/18	\$90.40	8	\$723.20
	Sarah Willbrand	01/01/15	12/31/15	\$87.16	8	\$697.28
		01/01/16	12/31/16	\$89.78	16	\$1,436.48
		01/01/17	12/31/17	\$92.47	16	\$1,479.52
		01/01/18	12/31/18	\$95.24	8	\$761.92
Optional Task Cost						\$9,911.44
Mitigation Measure BIO 7	Ryan Byrnes	01/01/15	12/31/15	\$82.72	4	\$330.88
		01/01/16	12/31/16	\$85.21	32	\$2,726.72
		01/01/17	12/31/17	\$87.76	32	\$2,808.32
		01/01/18	12/31/18	\$90.40	8	\$723.20
	Sarah Willbrand	01/01/15	12/31/15	\$87.16	4	\$348.64
		01/01/16	12/31/16	\$89.78	24	\$2,154.72
		01/01/17	12/31/17	\$92.47	24	\$2,219.28
		01/01/18	12/31/18	\$95.24	8	\$761.92
Optional Task Cost						\$12,073.68
Mitigation Measure BIO 8	Ryan Byrnes	01/01/15	12/31/15	\$82.72	4	\$330.88
		01/01/16	12/31/16	\$85.21	32	\$2,726.72
		01/01/17	12/31/17	\$87.76	32	\$2,808.32
		01/01/18	12/31/18	\$90.40	8	\$723.20
	Sarah Willbrand	01/01/15	12/31/15	\$87.16	4	\$348.64
		01/01/16	12/31/16	\$89.78	12	\$1,077.36
		01/01/17	12/31/17	\$92.47	12	\$1,109.64
		01/01/18	12/31/18	\$95.24	8	\$761.92
Optional Task Cost						\$9,886.68
Mitigation Measure BIO-9	Overlaps with regular monitoring					
Optional Task Cost						\$0.00
Mitigation Measure Bio 10	Ryan Byrnes	01/01/16	12/31/16	\$85.21	12	\$1,022.52
		01/01/17	12/31/17	\$87.76	12	\$1,053.12
		01/01/18	12/31/18	\$90.40	8	\$723.20
	Sarah Willbrand	01/01/16	12/31/16	\$89.78	12	\$1,077.36
		01/01/17	12/31/17	\$92.47	12	\$1,109.64
		01/01/18	12/31/18	\$95.24	8	\$761.92
						\$5,747.76

EXHIBIT 10-H COST PROPOSAL

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Consultant	Swaim Biological Incorporated	Contract No. TBD			Date	09/10/2015
SFDFW nest relocation (not in RFP, but potentially needed task.	Karen Swaim	01/01/15	12/31/15	\$169.38	8	\$1,355.04
	Ryan Byrnes	01/01/15	12/31/15	\$82.72	10	\$827.20
	Spencer McIntock	01/01/15	12/31/15	\$56.65	10	\$566.50
\$2,748.74						
CR 1-	All	Project duration				\$0.00
All Optional Tasks Total						\$43,993.26

*Rates and increases base on Safe Harbor Indirect Cost rate calculation. See attached calculation sheet.

Notes and Assumptions:

- Measures 1, 3, 4, and 11 have significant overlap in tasks making it difficult to separate and calculate a discrete cost for each measure.
- 24 month construction period with Contractor working 5 days/week and 10 hours a day for 50 weeks each year (5,000 hours).
- 1 hour/day for QMB to conduct daily pre construction survey and complete reporting requirements (700 hours).

Mitigation Measure BIO-1

SBI will prepare an environmental education program for all County and Contractor employees. A QBM will conduct a tailboard training prior to the commencement of work. The training curriculum will cover all environmental issues for the project, including an overview of the special-status species with potential to occur onsite, their habitats, how to identify them, and appropriate take-avoidance measures to implement. All personnel will receive an informational tri-fold pamphlet summarizing take-avoidance measures and an overview of the special-status species and sensitive habitats present in the project area. They will also receive an identification card with photographs and key characteristics of SFGS and CRLF. All County and Contractor employees will be required to attend the tailboard meeting and sign a statement that they have received the environmental training and will abide by the take-avoidance measures. The QBM will repeat the training as necessary when new personnel are added on the project.

Mitigation Measure BIO-3

A QBM will ensure that all take-avoidance measures outlined in the Biological Opinion are implemented. An SBI biologist will conduct a thorough pre-construction survey for CRLF, SFGS, and nesting peregrine falcons (**and San Francisco Dusky Footed Woodrat- not mentioned in RFP but needed for project**). Prior to these surveys, we will choose and mark a relocation site for any CRLF and SFGS encountered and moved during construction activities. The QBM will assist the crews in the correct installation of an exclusion fence, monitor vegetation removal, ensure that all employees have received environmental training, and ensure daily compliance with the measures outlined in the Biological Opinion. These activities will be documented by the QBM daily in a Construction Monitoring Report that will be submitted to the County for review. The reports will include summaries of the work completed, relevant photographs and maps, and any resource issues encountered. Upon approval, the report will be sent to the USFWS and CDFW. Exclusion fence condition will be logged each work day. If the fence is in need of repair, the QBM will notify the Contractor immediately. To minimize impacts to sensitive species and habitats, the biological monitor will ensure that the work area is clearly delineated and work is confined to the smallest footprint possible. All staff will be made aware of the work area limits during the environmental training.

EXHIBIT 10-H COST PROPOSAL

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Consultant Swaim Biological Incorporated Contract No. TBD Date 09/10/2015

Mitigation Measure BIO-4

The QBM will thoroughly review and keep on-site copies of all relevant documents, including the 1999 USFWS Biological Opinion and the 2009 Amendment. The QBM will be on-site for the duration of the anticipated 24-month construction phase. SBI biologists have experience with all life stages of CRLF and SFGS and will ensure all necessary measures are taken to avoid unauthorized take of the species.

Mitigation Measure BIO-11

SBI monitors will ensure that the construction site is inspected each morning prior to construction activities. The monitor will inspect large machinery before it is moved, and confirm that there are no western pond turtles (WPT) within the work area. Any turtles captured will be removed and relocated to a suitable, previously-determined site downstream of the project site. We will record the number, age class, size, condition, and sex of all turtles and provide these data to the County and CDFW.

OPTIONAL MISCELLANEOUS ENVIRONMENTAL SERVICES

SBI is qualified and available to provide the County with assistance with optional environmental services. We will be responsive to requests to coordinate with regulatory agencies if changes are required to the project design or implementation.

Mitigation Measure BIO-2

SBI biologists can conduct a pre-construction survey for the bay checkerspot butterfly and its host and nectar plants. If the species is observed, SBI will work with the USFWS to implement suitable mitigation. We can also oversee the installation of fencing around grassland habitats in accordance with this measure and can help to ensure that the integrity of the fence is maintained for the project duration.

Mitigation Measure BIO-6

SBI will be available to conduct pre-construction surveys for nesting peregrine falcons on the Interstate 280 Bridge. A report of findings on our pre-construction surveys will be completed and submitted to the County. A copy of this report may be forwarded to appropriate agencies.

Mitigation Measure BIO-7

If the QBM observes nesting peregrine falcons, the nest will be monitored for disturbance. If no evidence of nest disturbance is observed, no further mitigation will be required. The monitor will make regular, non-invasive checks of the nest to document the status of the nest and ensure that the falcons are not adversely affected by the bridge construction project. All activity, the nest progression, location, and any additional information shall be recorded and summarized in a final construction monitoring report.

Mitigation Measure BIO-8

If a peregrine falcon nest is found, and the construction activities are found to interrupt nesting activity, SBI will coordinate with CDFW to implement additional mitigation measures. The QBM will monitor the peregrine falcon behavior for signs of distress and will be responsible for the implementation of additional mitigation. All activity regarding peregrine falcon activity and mitigation will be summarized and provided to the County.

Mitigation Measure BIO-9

The QBM will ensure that all construction activity ceases if a fledgling peregrine falcon enters the construction area. The County and contractor will immediately be informed of work stoppage. Any such events will be recorded and included in a report to the County.

EXHIBIT 10-H COST PROPOSAL

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Consultant Swaim Biological Incorporated Contract No. TBD Date 09/10/2015

Mitigation Measure BIO-10

Upon finding an injured peregrine falcon, all construction work in the immediate area will be stopped. The QBM will be ready to remove an injured peregrine falcon, if the bird cannot leave on its own volition. Injured birds will be transported to an approved facility and all activities will be recorded and reported to the County.

Mitigations Measure – BIO- San Francisco Dusky Footed Woodrat Nest Relocation:

Not mentioned in the RFP-, but needed if SFDFW nests are found in the work area during pre-construction surveys, SBI will consult with CDFW to implement an approved protocol for relocation of nests.

Mitigation Measure CR-1

The QBM will include a brief discussion of archaeological resources as part of the environmental education program curriculum. If a sensitive archaeological resource is observed in the project area, the QBM will ensure that all construction activity within 50 feet of the resource ceases temporarily. The County will be notified immediately and a 50-foot buffer will be maintained until a qualified archaeologist examines the resource or until the QBM receives other instructions from the County. Any such events will be recorded and included in a report to the County.

LABOR COSTS

TOTAL DIRECT LABOR COSTS \$ 447,012.68 based on proposed safe harbor rates

TOTAL DIRECT LABOR COSTS (INCLUDING OPTIONAL TASKS) \$ 491,005.94 based on proposed safe harbor rates

EXHIBIT 10-H COST PROPOSAL

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Consultant Swaim Biological Incorporated Contract No. TBD Date 09/10/2015

APPENDIX A – SBI SAFE HARBOR INDIRECT COST RATE CALCULATION SHEET

Safe Harbor Indirect Cost Rate

Crystal Springs Dam Bridge Replacement Project

BRLO-5935 (052)

Swaim Biological Inc.

NORMAL

Safe Harbor indirect cost rate

100.00%

+

FEE %

=

10.00%

Combined %

=

100.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Classification	Hourly Billing Rate			Effective date of hourly rate		Actual/ average hourly rate	% or \$ Increase	Hourly Range for Class
	Normal	OT (1.5 X)	OT (2 X)	From	To			
Karen Swaim	169.38	N/A	N/A	1/1/2015	12/31/2015	76.99		N/A
Principal Wildlife Biologist	174.46	N/A	N/A	1/1/2016	12/31/2016	79.30	3.0%	N/A
	179.70	N/A	N/A	1/1/2017	12/31/2017	81.68	3.0%	N/A
	185.09	N/A	N/A	1/1/2018	12/31/2018	84.13	3.0%	N/A
Exempt								
Jeff Mitchell	127.25	N/A	N/A	1/1/2015	12/31/2015	57.84		N/A
Principal Wildlife Biologist	131.08	N/A	N/A	1/1/2016	12/31/2016	59.58	3.0%	N/A
	135.01	N/A	N/A	1/1/2017	12/31/2017	61.37	3.0%	N/A
	139.06	N/A	N/A	1/1/2018	12/31/2018	63.21	3.0%	N/A
Exempt								
Chris Swaim	124.63	N/A	N/A	1/1/2015	12/31/2015	56.65		N/A
GIS Manager/Wildlife Biologist	128.37	N/A	N/A	1/1/2015	12/31/2016	58.35	3.0%	N/A
	132.22	N/A	N/A	1/1/2016	12/31/2017	60.10	3.0%	N/A
	136.18	N/A	N/A	1/1/2017	12/31/2018	61.90	3.0%	N/A
Exempt								
Sarah Willbrand	87.16	N/A	N/A	1/1/2015	12/31/2015	39.62		N/A
Project Manager/Senior Wildlife Biologist	89.78	N/A	N/A	1/1/2016	12/31/2016	40.81	3.0%	N/A
	92.47	N/A	N/A	1/1/2017	12/31/2017	42.03	3.0%	N/A
	95.24	N/A	N/A	1/1/2018	12/31/2018	43.29	3.0%	N/A
Exempt								
Natasha Dvorak	87.16	N/A	N/A	1/1/2015	12/31/2015	39.62		N/A
Project Manager/Senior Wildlife Biologist	89.78	N/A	N/A	1/1/2016	12/31/2016	40.81	3.0%	N/A
	92.47	N/A	N/A	1/1/2017	12/31/2017	42.03	3.0%	N/A
	95.24	N/A	N/A	1/1/2018	12/31/2018	43.29	3.0%	N/A
Exempt								
Ricka Stoelting	84.61	N/A	N/A	1/1/2015	12/31/2015	38.46		N/A
Assistant Project Manager	87.14	N/A	N/A	1/1/2016	12/31/2016	39.61	3.0%	N/A

Safe Harbor Indirect Cost Rate**Crystal Springs Dam Bridge Replacement Project**

BRLO-5935 (052)

Swaim Biological Inc.**Safe Harbor indirect cost rate****Combined %**

NORMAL

100.00%

+

FEE %

=

10.00%

=

100.00%

BILLING INFORMATION**CALCULATION INFORMATION**

Name/Classification	Hourly Billing Rate			Effective date of hourly rate		Actual/ average hourly rate	% or \$ Increase	Hourly Range for Class
	Normal	OT (1.5 X)	OT (2 X)	From	To			
Exempt	89.76	N/A	N/A	1/1/2017	12/31/2017	40.80	3.0%	N/A
	92.44	N/A	N/A	1/1/2018	12/31/2018	42.02	3.0%	N/A
Eric Britt	78.52	N/A	N/A	1/1/2015	12/31/2015	35.69		N/A
Assistang Project Manager	80.87	N/A	N/A	1/1/2016	12/31/2016	36.76	3.0%	N/A
	83.29	N/A	N/A	1/1/2017	12/31/2017	37.86	3.0%	N/A
	85.80	N/A	N/A	1/1/2018	12/31/2018	39.00	3.0%	N/A
Exempt								
Ryan Byrnes	82.72	N/A	N/A	1/1/2015	12/31/2015	37.60		N/A
Assistang Project Manager	85.21	N/A	N/A	1/1/2016	12/31/2016	38.73	3.0%	N/A
	87.76	N/A	N/A	1/1/2017	12/31/2017	39.89	3.0%	N/A
	90.40	N/A	N/A	1/1/2018	12/31/2018	41.09	3.0%	N/A
Exempt								
Cole Paris	68.99	N/A	N/A	1/1/2015	12/31/2015	31.36		N/A
Senior Staff Scientist	71.06	N/A	N/A	1/1/2016	12/31/2016	32.30	3.0%	N/A
	73.19	N/A	N/A	1/1/2017	12/31/2017	33.27	3.0%	N/A
	75.39	N/A	N/A	1/1/2018	12/31/2018	34.27	3.0%	N/A
Exempt								
Sam Young	87.25	N/A	N/A	1/1/2015	12/31/2015	39.66		N/A
Senior Staff Scientist	89.87	N/A	N/A	1/1/2016	12/31/2016	40.85	3.0%	N/A
	92.58	N/A	N/A	1/1/2017	12/31/2017	42.08	3.0%	N/A
	95.35	N/A	N/A	1/1/2018	12/31/2018	43.34	3.0%	N/A
Exempt								
William Bauer	56.65	N/A	N/A	1/1/2015	12/31/2015	25.75		N/A
Staff Biologist	58.34	N/A	N/A	1/1/2016	12/31/2016	26.52	3.0%	N/A

Safe Harbor Indirect Cost Rate

Crystal Springs Dam Bridge Replacement Project

BRLO-5935 (052)

Swaim Biological Inc.**Safe Harbor indirect cost rate****Combined %**

NORMAL

100.00%

+

FEE %

=

10.00%

=

100.00%

BILLING INFORMATION**CALCULATION INFORMATION**

Name/Classification	Hourly Billing Rate			Effective date of hourly rate		Actual/ average hourly rate	% or \$ Increase	Hourly Range for Class
	Normal	OT (1.5 X)	OT (2 X)	From	To			
Non-Exempt/Full-Time	60.10	N/A	N/A	1/1/2017	12/31/2017	27.32	3.0%	N/A
	61.91	N/A	N/A	1/1/2018	12/31/2018	28.14	3.0%	N/A
Spencer McLintock	56.65	N/A	N/A	1/1/2015	12/31/2015	25.75		N/A
Staff Biologist	58.34	N/A	N/A	1/1/2016	12/31/2016	26.52	3.0%	N/A
	60.10	N/A	N/A	1/1/2017	12/31/2017	27.32	3.0%	N/A
	61.91	N/A	N/A	1/1/2018	12/31/2018	28.14	3.0%	N/A
Non-Exempt/Full-Time								
Zachary Leisz	56.65	N/A	N/A	1/1/2015	12/31/2015	25.75		N/A
Staff Biologist	58.34	N/A	N/A	1/1/2016	12/31/2016	26.52	3.0%	N/A
	60.10	N/A	N/A	1/1/2017	12/31/2017	27.32	3.0%	N/A
	61.91	N/A	N/A	1/1/2018	12/31/2018	28.14	3.0%	N/A
Non-Exempt/Full-Time								
Ashley Estacio	55.00	N/A	N/A	1/1/2015	12/31/2015	25.00		N/A
Staff Biologist	56.65	N/A	N/A	1/1/2016	12/31/2016	25.75	3.0%	N/A
	58.34	N/A	N/A	1/1/2017	12/31/2017	26.52	3.0%	N/A
	60.10	N/A	N/A	1/1/2018	12/31/2018	27.32	3.0%	N/A
Non-Exempt/Full-Time								
Glenn Woodruff	50.60	N/A	N/A	1/1/2015	12/31/2015	23.00		N/A
Staff Biologist	52.12	N/A	N/A	1/1/2016	12/31/2016	23.69	3.0%	N/A
	53.68	N/A	N/A	1/1/2017	12/31/2017	24.40	3.0%	N/A
	55.29	N/A	N/A	1/1/2018	12/31/2018	25.13	3.0%	N/A
Non-Exempt/Full-Time								
Natalia Duterte	42.37	N/A	N/A	1/1/2015	12/31/2015	19.26		N/A
Administrative Assistant	43.65	N/A	N/A	1/1/2016	12/31/2016	19.84	3.0%	N/A
	44.97	N/A	N/A	1/1/2017	12/31/2017	20.44	3.0%	N/A
	46.31	N/A	N/A	1/1/2018	12/31/2018	21.05	3.0%	N/A

Safe Harbor Indirect Cost Rate

Crystal Springs Dam Bridge Replacement Project

BRLO-5935 (052)

Swaim Biological Inc.

Safe Harbor indirect cost rate

Combined %

NORMAL 100.00% + FEE % = 10.00% = 100.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Classification	Hourly Billing Rate			Effective date of hourly rate		Actual/average hourly rate	% or \$ Increase	Hourly Range for Class
	Normal	OT (1.5 X)	OT (2 X)	From	To			
Non-Exempt/Full-Time								
Jacqueline Taylor	61.18	N/A	N/A	1/1/2015	12/31/2015	27.81		N/A
Staff Biologist	63.01	N/A	N/A	1/1/2016	12/31/2016	28.64	3.0%	N/A
	64.90	N/A	N/A	1/1/2017	12/31/2017	29.50	3.0%	N/A
	66.86	N/A	N/A	1/1/2018	12/31/2018	30.39	3.0%	N/A
Non-Exempt/Part-Time								
William McCall	50.60	N/A	N/A	1/1/2015	12/31/2015	23.00		N/A
Staff Biologist	52.12	N/A	N/A	1/1/2016	12/31/2016	23.69	3.0%	N/A
	53.68	N/A	N/A	1/1/2017	12/31/2017	24.40	3.0%	N/A
	55.29	N/A	N/A	1/1/2018	12/31/2018	25.13	3.0%	N/A
Non-Exempt/Part-Time								
Chadwick McCready	50.60	N/A	N/A	1/1/2015	12/31/2015	23.00		N/A
Staff Biologist	52.12	N/A	N/A	1/1/2016	12/31/2016	23.69	3.0%	N/A
	53.68	N/A	N/A	1/1/2017	12/31/2017	24.40	3.0%	N/A
	55.29	N/A	N/A	1/1/2018	12/31/2018	25.13	3.0%	N/A
Non-Exempt/Part-Time								
Haley Mirts	46.20	N/A	N/A	1/1/2015	12/31/2015	21.00		N/A
Staff Biologist	47.59	N/A	N/A	1/1/2016	12/31/2016	21.63	3.0%	N/A
	49.02	N/A	N/A	1/1/2017	12/31/2017	22.28	3.0%	N/A
	50.49	N/A	N/A	1/1/2018	12/31/2018	22.95	3.0%	N/A
Non-Exempt/Part-Time								
Ethan Snee	46.20	N/A	N/A	1/1/2015	12/31/2015	21.00		N/A
Staff Biologist	47.59	N/A	N/A	1/1/2016	12/31/2016	21.63	3.0%	N/A
	49.02	N/A	N/A	1/1/2017	12/31/2017	22.28	3.0%	N/A
	50.49	N/A	N/A	1/1/2018	12/31/2018	22.95	3.0%	N/A
Non-Exempt/Part-Time								

Safe Harbor Indirect Cost Rate
Crystal Springs Dam Bridge Replacement Project

BRLO-5935 (052)

Swaim Biological Inc.	Safe Harbor indirect cost rate		Combined %
NORMAL	100.00%	+	
	FEE %	=	10.00%
		=	100.00%

BILLING INFORMATION

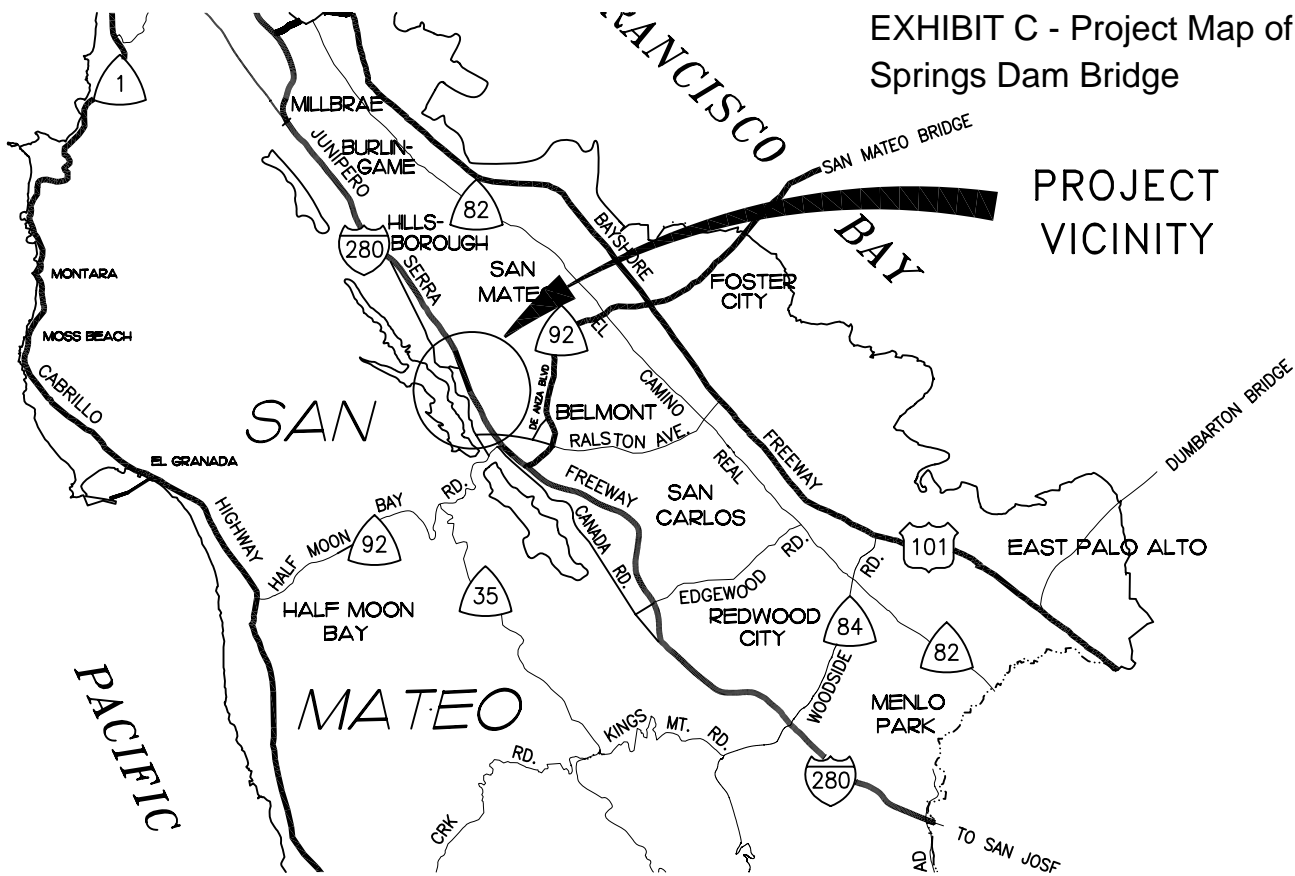
CALCULATION INFORMATION

Name/Classification	Hourly Billing Rate			Effective date of hourly rate		Actual/average hourly rate	% or \$ Increase	Hourly Range for Class
	Normal	OT (1.5 X)	OT (2 X)	From	To			

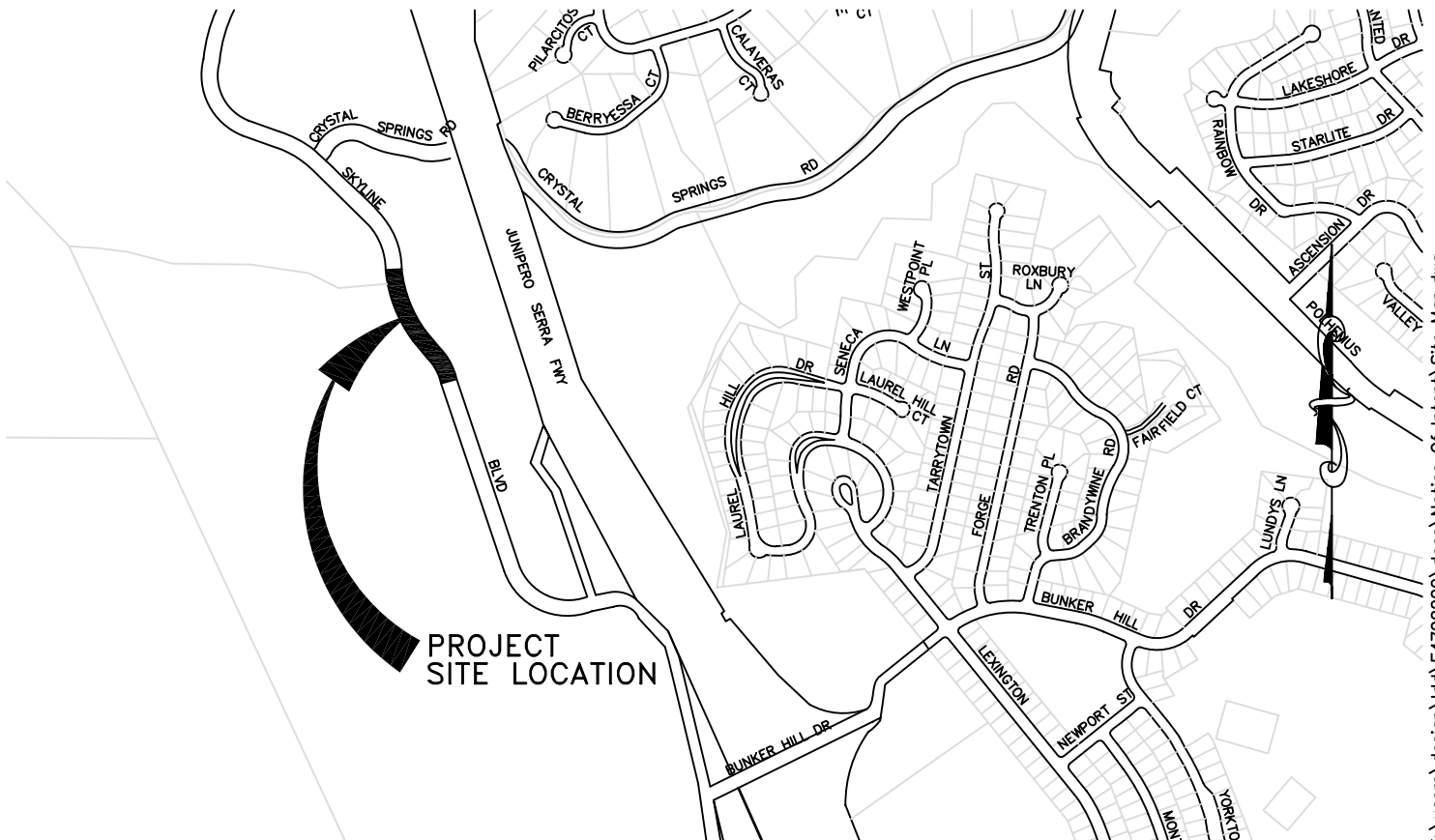
- 1. "N/A" denotes Not Applicable.
- 2. Contract Manager's pre-approval is required for any addition of staff not listed on the cost proposal. The billing rates for these employees, including those that fall under the general classifications, will be calculated and reimbursed based on their actual hourly rate on 1/1/2015. Future escalations, if any, will be calculated and reimbursed in accordance with the percentage escalations agreed to in this cost proposal.
- 3. Hourly rates for new employees hired after the date of this cost proposal will not exceed (or shall be in line with) the rates of similar personnel listed on this cost proposal having similar experience.
- 4. The indirect cost rate used to develop this cost proposal is based on the 2015 financial fiscal year.

EXHIBIT C - Project Map of Crystal Springs Dam Bridge

PROJECT VICINITY



PROJECT SITE LOCATION



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

Consultant Performance Evaluation

Exhibit 10-S Consultant Performance Evaluation

1. PROJECT DATA				2. CONSULTANT DATA			
1a.	Project (include title, location, and Activity/CIP No.)	2a.	Consultant Name and Address				
1b.	Brief Description of Project (design, study, etc.)	2b.	Consultant's Manager				
1c.	Budget Cost for Project: \$ _____	2c.	Phone: _____				
3. AGENCY DEPARTMENT/SECTION RESPONSIBLE							
3a.	Department (include section and division)	3b.	Agency Project Manager (name & phone)				
4. CONTRACT DATA (Engineering Services)							
4a.	Contract No.: _____	Termination date: _____	Base Fee: \$ _____				
	Agreement date: _____	Date terminated: _____	Contingency: \$ _____				
4b.	Amendment \$ _____ / # _____ (Total Value) (Initiated by Agency)	\$ _____ / # _____ (Total Value) (Initiated by Agency)					
4c.	Change Order \$ _____ / # _____ (Total Value) (Initiated by Agency)	\$ _____ / # _____ (Total Value) (Initiated by Agency)					
4d.	Total Fee per Agreement (4a. + 4b. + 4c.) \$ _____ (Do not include Contingency Listed in 4a.)		Total Fee Paid \$ _____				
4e.	Type of Services (Design, study, etc.)	4f. Historical Record of Key Submittal Dates (enter date or n/a if not applicable)					
		Preliminary	30%				
	Per Agreement		70%				
	Delivery Date		90%				
	Acceptance Date		100%				
			Final				
4g.	Notice To Proceed _____ (date)	4j. Reasons for Change Orders: (Indicate total for each reason)					
		Errors/Omissions \$ _____	% of Base Fee _____				
		Unforeseen Conditions \$ _____	% of Base Fee _____				
4h.	Number of Days _____ (number)	Changed Scope \$ _____	% of Base Fee _____				
		Changed Quantities \$ _____	% of Base Fee _____				
4i.	Actual Number of Days _____ (number)	Program Task Options \$ _____	% of Base Fee _____				
5.OVERALL RATING (Complete Section II on reverse, include comments as appropriate.)							
		Outstanding	Above Average				
		Average	Below Average				
		Poor	N/A				
5a.	Plans/Specifications accuracy						
5b.	Consistency with budget						
5c.	Responsiveness to Agency Staff						
5d.	Overall Rating						
6. AUTHORIZING SIGNATURES							
6a.	Agency Design Team Leader _____	Date: _____					
6b.	Agency Project Manager _____	Date: _____					
6c.	Agency Public Works Manager _____	Date: _____					
6d.	Consultant Representative _____ Date: _____						

See Reverse Side

Consultant Performance Evaluation

PLANS/SPECIFICATIONS ACCURACY	Outstanding	Above Avg.	Avg.	Below Avg.	Poor	N/A	Responsiveness To Staff	Outstanding	Above Avg.	Avg.	Below Avg.	Poor	N/A
Plans Specifications clear and concise							Timely Responses						
Plans/Specs Coordination							Attitude toward Client and review bodies						
Plans/Specs properly formatted							Follows directions and Chain of responsibility						
Code Requirements covered							Work product delivered on time						
Adhered to Agency Standard Drawings/Specs							Timeliness in notifying Agency of major problems						
Drawings reflect existing conditions							Resolution of field Problems						
As-Built Drawings							Consistency with budget						
Quality Design							Reasonable Agreement negotiation						
Change Orders due to design deficiencies are minimized							Adherence to fee schedule						
							Adherence to project Budget						

Section III		EXPLANATIONS AND SUPPLEMENTAL INFORMATION	
(Attach additional documentation as needed)			
Item _____:	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div>		
Item _____:	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div>		
Item _____:	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div>		
Item _____:	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div>		
Item _____:	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div>		
Item _____:	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div>		

*Indicates supporting documentation attached.

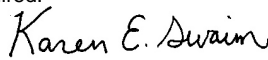
1. Local Agency: _____ 2. Contract DBE Goal: _____

3. Project Description: _____

4. Project Location: _____

5. Consultant's Name: _____ 6. Prime Certified DBE: ☐ 7. Total Contract Award Amount: _____

8. Total Dollar Amount for **ALL** Subconsultants: _____ 9. Total Number of **ALL** Subconsultants: _____

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Local Agency to Complete this Section 20. Local Agency Contract Number: _____ 21. Federal-Aid Project Number: _____ 22. Contract Execution Date: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate. _____ 23. Local Agency Representative's Signature 24. Date _____ 25. Local Agency Representative's Name 26. Phone _____ 27. Local Agency Representative's Title		14. TOTAL CLAIMED DBE PARTICIPATION IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required. <div style="text-align: center;">  Karen E. Swain </div> _____ 15. Preparer's Signature 16. Date _____ 17. Preparer's Name 18. Phone _____ 19. Preparer's Title	\$ _____ % _____

DISTRIBUTION: 1. Original – Local Agency
2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENT**CONSULTANT SECTION**

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage 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. Project Location** - Enter the project location as it appears on the project advertisement.
- 5. Consultant's Name** - Enter the consultant's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
- 8. Total Dollar Amount for ALL Subconsultants** – Enter the total dollar amount for all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- 9. Total number of ALL subconsultants** – Enter the total number of all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- 10. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials 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.
- 11. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 12. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
- 13. 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. See LAPM Chapter 9 for how to count full/partial participation.
- 14. Total Claimed DBE Participation - \$:** Enter the total dollar amounts entered in the "DBE Dollar Amount" column. **%:** Enter the total DBE participation claimed ("Total Participation Dollars Claimed" divided by item "Total Contract Award Amount"). If the total % claimed is less than item "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 the DBE commitment form on behalf of the consultant's firm must sign their name.
- 16. Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
- 17. Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
- 18. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 19. Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

- 20. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 21. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 22. Contract Execution Date** - Enter the date the contract was executed.
- 23. Local Agency Representative's 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.
- 24. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 25. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
- 26. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 27. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

EXHIBIT 17-F FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS

1. Local Agency Contract Number		2. Federal-Aid Project Number		3. Local Agency		4. Contract Completion Date	
5. Contractor/Consultant			6. Business Address			7. Final Contract Amount	
8. Contract Item Number	9. Description of Work, Service, or Materials Supplied	10. Company Name and Business Address	11. DBE Certification Number	12. Contract Payments		13. Date Work Completed	14. Date of Final Payment
				Non-DBE	DBE		
15. ORIGINAL DBE COMMITMENT AMOUNT \$ _____				16. TOTAL			

List all first-tier subcontractors/subconsultants and DBEs regardless of tier whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than that approved at the time of award, provide comments on an additional page. List actual amount paid to each entity. If no subcontractors/subconsultants were used on the contract, indicate on the form.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

17. Contractor/Consultant Representative's Signature		18. Contractor/Consultant Representative's Name		19. Phone		20. Date	
I CERTIFY THAT THE CONTRACTING RECORDS AND ON-SITE PERFORMANCE OF THE DBE(S) HAS BEEN MONITORED							
21. Local Agency Representative's Signature		22. Local Agency Representative's Name		23. Phone		24. Date	

DISTRIBUTION: Original – Local Agency, Copy – Caltrans District Local Assistance Engineer. Include with Final Report of Expenditures

ADA NOTICE: For individuals with sensory disabilities, this document is available in alternate formats. For information, call (916) 445-1233, Local Assistance Procedures Manual TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS

- 1. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 2. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 3. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 4. Contract Completion Date** - Enter the date the contract was completed.
- 5. Contractor/Consultant** - Enter the contractor/consultant's firm name.
- 6. Business Address** - Enter the contractor/consultant's business address.
- 7. Final Contract Amount** - Enter the total final amount for the contract.
- 8. Contract Item Number** - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
- 9. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials provided. Indicate all work to be performed by DBEs including work performed by the prime contractor/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. Company Name and Business Address** - Enter the name, address, and phone number of all subcontracted contractors/consultants. Also, enter the prime contractor/consultant's name and phone number, if the prime is a DBE.
- 11. DBE Certification Number** - Enter the DBE's Certification Identification Number. Leave blank if subcontractor is not a DBE.
- 12. Contract Payments** - Enter the subcontracted dollar amount of the work performed or service provided. Include the prime contractor/consultant if the prime is a DBE. The Non-DBE column is used to enter the dollar value of work performed by firms that are not certified DBE or for work after a DBE becomes decertified.
- 13. Date Work Completed** - Enter the date the subcontractor/subconsultant's item work was completed.
- 14. Date of Final Payment** - Enter the date when the prime contractor/consultant made the final payment to the subcontractor/subconsultant for the portion of work listed as being completed.
- 15. Original DBE Commitment Amount** - Enter the "Total Claimed DBE Participation Dollars" from Exhibits 15-G or 10-O2 for the contract.
- 16. Total** - Enter the sum of the "Contract Payments" Non-DBE and DBE columns.
- 17. Contractor/Consultant Representative's Signature** - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
- 18. Contractor/Consultant Representative's Name** - Enter the name of the person preparing and signing the form.
- 19. Phone** - Enter the area code and telephone number of the person signing the form.
- 20. Date** - Enter the date the form is signed by the contractor's preparer.
- 21. Local Agency Representative's Signature** - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
- 22. Local Agency Representative's Name** - Enter the name of the Local Agency Representative signing the form.
- 23. Phone** - Enter the area code and telephone number of the person signing the form.
- 24. Date** - Enter the date the form is signed by the Local Agency Representative.

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action: <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	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known _____	
6. Federal Department/Agency: _____	7. Federal Program Name/Description: CFDA Number, if applicable _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: _____	
10. Name and Address of Lobby Entity _____	11. Individuals Performing Services _____	
(attach Continuation Sheet(s) if necessary)		
12. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	14. Type of Payment (check all that apply) <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 _____	
13. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____		
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: _____		
16. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/> (attach Continuation Sheet(s) if necessary)		
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.		
Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
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