

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND PMC

THIS AGREEMENT, entered into this _____ day of _____, 2011, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and PMC, hereinafter called "Contractor";

W I T N E S S E T H:

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

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of services related to San Mateo County's Energy Efficiency and Climate Change Update to the General Plan, Climate Action Plan, and Implementation.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Exhibits and Attachments

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A—Services

Exhibit B—Payments and Rates

Exhibit C—Energy Efficiency and Conservation Block Grant Program Subrecipient or Subcontractor Flowdown Requirements from the U.S. Department of Energy

Exhibit D—Scope of Work

Exhibit E—Table of Labor Costs

2. Services to be Performed by Contractor

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

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed **three-hundred thousand dollars and zero cents (\$300,000.00)**.

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from February 8, 2011 through December 31, 2012.

This Agreement may be terminated by Contractor, the Community Development Director or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Consultant shall not be held liable for any modification or re-use of the County-owned materials for purposes outside this Agreement. Upon termination, the Contractor may make and retain a copy of such materials. Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

5. Availability of Funds

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds, by providing written notice to Contractor as soon as is reasonably possible after the County learns of said unavailability of outside funding. The County shall have no liability to pay for any work performed after the County provides such notice.

6. 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 the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (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 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 to the extent caused by any negligent acts, errors or omissions of Contractor or Contractor's agents in the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be liable by reason of its own negligence or willful misconduct.

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

8. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion thereof 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 the County’s prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9. Insurance

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement on applicable policies extending the Contractor’s coverage to include the contractual liability assumed by the 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 the County of any pending change in the limits of liability or of any cancellation or modification of the policy.

(1) **Workers’ Compensation and Employer’s Liability Insurance.** The Contractor shall have in effect during the entire life of this Agreement Workers’ Compensation and Employer’s Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Workers’ Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

(2) **Liability Insurance.** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her 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 contractors operations under this Agreement. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

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

County and its officers, agents, employees and servants shall be named as additional insured on the General Liability and Motor Vehicle Liability policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees 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, the County of San Mateo 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 pursuant to this Agreement.

10. Compliance with Laws; Payment of Permits/Licenses

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, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," which prohibits discrimination on the basis of handicap 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. Further, Contractor certifies that the Contractor 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.

Contractor must abide by all Subrecipient or Subcontractor Flowdown Requirements of the Energy Efficiency and Conservation Block Grant Program as stipulated by the U.S. Department of Energy, as included in Exhibit C to this Agreement.

In the event of a conflict between the terms of this agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

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

11. Non-Discrimination and Other Requirements

A. *Section 504 applies only to Contractors who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual 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 this Agreement.

- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *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 of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* 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
 - i) termination of this Agreement;
 - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
 - iii) liquidated damages of \$2,500 per violation;
 - 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 examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person 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 of allegations 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 the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

12. Compliance with Contractor Employee Jury Service Ordinance

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees

shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees' regular pay the fees received for jury service.

13. Retention of Records, Right to Monitor and Audit

(a) CONTRACTOR shall maintain all required records for three (3) years after the COUNTY makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: CONTRACTOR shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the COUNTY.

(c) CONTRACTOR agrees to provide to COUNTY, to any Federal or State department having monitoring or review authority, to COUNTY's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, 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, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

14. Merger Clause

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto 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 this body of the 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 this 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 shall be in writing and signed by the parties.

15. Controlling Law and Venue

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or the United States District Court for the Northern District of California.

16. Notices

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when both (1) transmitted via facsimile to the telephone number listed below and (2) either deposited in the United States mail, postage prepaid, or when deposited for overnight delivery with an established overnight courier that provides a tracking number showing confirmation of receipt for transmittal, charges prepaid, addressed to:

In the case of County, to:

**Jim Eggemeyer
Community Development Director
San Mateo County Planning and
Building Department
455 County Center, 2nd Floor
Redwood City, CA 94063
Phone: (650) 599-7310
Fax: (650) 363-4849**

In the case of Contractor, to:

**Philip O. Carter
PMC
2729 Prospect Park Drive, Suite 220
Rancho Cordova, CA 95670
Phone: (916) 361-8384
Fax: (916) 361-1574**

In the event that the facsimile transmission is not possible, notice shall be given both by United States mail and an overnight courier as outlined above.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

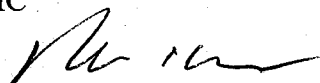
By: _____
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

PMC



Contractor's Signature

Date: 1-18-2011

Exhibit "A"

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

Contractor will undertake and perform services related to San Mateo County's Energy Efficiency and Climate Change Update to the General Plan, Climate Action Plan, and Implementation. A complete Scope of Work and Table of Labor Costs are included in Exhibits D and E, respectively.

Exhibit "B"

In consideration of the services provided by Contractor in Exhibit A, County shall pay Contractor based on the following fee schedule:

Contractor will be paid for performance of the specific tasks and delivery of the products and services described in Exhibit D, in accordance with the rates shown in, and not to exceed the amounts designated in Exhibit E. The County will provide payment on a monthly basis, based on the percentage of work performed, tasks completed, and deliverables provided as described below. In no case shall the total amount payable under this contract for the work indicated in Exhibit D exceed \$300,000.00, without prior written consent of County in the form of a written amendment to this Agreement.

Contractor shall submit monthly invoices to County itemizing the services and tasks performed the prior month in accordance with the description of services in Exhibit D and using the billing rates indicated in Exhibit E. The invoice shall indicate in detail the work performed, including hours and rates for work completed, and services and deliverables provided. County shall monitor the work submitted by the Contractor to ensure to the satisfaction of the Community Development Director that the work quality and quantity meet the expectations and schedule outlined in Exhibit D. In the event that County staff determines that the invoice is inadequate or fails to provide enough information for County staff to assess Contractor's compliance with the terms and timing of services under this contract, the County will return the invoice to Contractor with an explanation and request for missing or additional information. The County shall not be obligated to pay Contractor until Contractor submits a corrected invoice, demonstrating, to the satisfaction of the Community Development Director, compliance with the terms and timing of services.

Contractor agrees that the requirements of this Agreement pertaining to the protection of proprietary rights and confidentiality shall survive termination of this Agreement.

Exhibit "C"

ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT PROGRAM

SUBRECIPIENT OR SUBCONTRACTOR FLOWDOWN REQUIREMENTS

Subawardees who receive federal funds under an assistance agreement shall comply with the flow down requirements for subawardees specified in the "Special Provisions Relating to Work Funded under American Recovery and Reinvestment Act of 2009" which apply to this award. Additionally, as required by 10 CFR 600.2(b), 10 CFR 600.236, and 10 CFR 600.237, any new, continuation, or renewal award and any subsequent subaward shall comply with any applicable Federal statute, Federal rule, Office of Management and Budget (OMB) Circular and Government-wide guidance in effect as of the date of such award. These requirements include, but are not limited to the following:

- a. DOE Assistance Regulations, 10 CFR Part 600 at <http://ecfr.gpoaccess.gov>.
- b. In addition to 10 CFR 600, Appendix A, Generally Applicable Requirements, the National Policy Assurances to Be Incorporated as Award Terms in effect on date of award at http://management.energy.gov/business_doe/1374.htm apply.
- c. 2 CFR 215, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)."
- d. OMB Circular A-102, "Grants and Cooperative Agreements with State and Local Governments" Common Rules.
- e. OMB Circular A-21, "Cost Principles for Educational Institutions," OMB Circular A-87, "Cost Principles for State, Local, and Indian Tribal Governments," OMB Circular A-122, "Cost Principles for Non-Profit Organizations," or FAR at 48 CFR Part 31, "Contract Cost Principles and Procedures," for Profit Organizations, as applicable.
- f. OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
- g. Subawardee Application/proposal as approved by DOE.

The following pages set forth subgrant flowdown provisions suggested for use in issuing subawards.

Recipients are also advised that all contracts must include the provisions in 10 CFR 600.236, "Procurement", Section (i) "Contract Provisions", numbers 1-13.

1. RESOLUTION OF CONFLICTING CONDITIONS

Any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained in this award must be referred to the DOE Award Administrator for guidance.

2. CEILING ON ADMINISTRATIVE COSTS

LOCAL GOVERNMENT (Cities & Counties) and INDIAN TRIBES

- a. Local government and Indian Tribe Recipients may not use more than 10 percent of amounts provided under this program, or \$75,000, whichever is greater (EISA Sec 545 (b)(3)(A)), for administrative expenses, excluding the costs of meeting the reporting requirements under Title V, Subtitle E of EISA. These costs should be captured and summarized for each activity under the Projected Costs Within Budget: Administration.
- b. Recipients are expected to manage their administrative costs. DOE will not amend an award solely to provide additional funds for changes in administrative costs. The Recipient shall not be reimbursed on this project for any final administrative costs that are in excess of the designated 10 percent administrative cost ceiling. In addition, the Recipient shall neither count costs in excess of the administrative cost ceiling as cost share, nor allocate such costs to other federally sponsored project, unless approved by the Contracting Officer.

3. LIMITATIONS ON USE OF FUNDS

- a. By accepting funds under this award, you agree that none of the funds obligated on the award shall be expended, directly or indirectly, for gambling establishments, aquariums, zoos, golf courses or swimming pools.
- b. Local government and Indian tribe Recipients may not use more than 20 percent of the amounts provided or \$250,000, whichever is greater (EISA Sec 545 (b)(3)(B)), for the establishment of revolving loan funds.
- c. Local government and Indian tribe Recipients may not use more than 20 percent of the amounts provided or \$250,000, whichever is greater (EISA Sec 545 (b)(3)(C)), for subgrants to nongovernmental organizations for the purpose of assisting in the implementation of the energy efficiency and conservation strategy of the eligible unit of local government or Indian tribe.

4. REIMBURSABLE INDIRECT COSTS AND FRINGE BENEFIT COSTS

- a. The Recipient is expected to manage their final negotiated project budgets, including their indirect costs and fringe benefit costs. DOE will not amend an award solely to provide additional funds for changes in the indirect and/or fringe benefit costs or for changes in rates used for calculating these costs. DOE recognizes that the inability to

obtain full reimbursement for indirect or fringe benefit costs means the Recipient must absorb the underrecovery. Such underrecovery may be allocated as part of the Recipient's cost share.

- b. If actual allowable [indirect and/or fringe benefit] costs are less than those budgeted and funded under the award, the Recipient may use the difference to pay additional allowable direct costs during the project period. If at the completion of the award the Government's share of total allowable costs (i.e., direct and indirect), is less than the total costs reimbursed, the Recipient must refund the difference.

5. USE OF PROGRAM INCOME

If you earn program income during the project period as a result of this award, you may add the program income to the funds committed to the award and used to further eligible project objectives.

6. STATEMENT OF FEDERAL STEWARDSHIP

DOE will exercise normal Federal stewardship in overseeing the project activities performed under this award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to correct deficiencies which develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the award objectives have been accomplished.

7. SITE VISITS

DOE's authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. You must provide, and must require your subawardees to provide, reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

8. REPORTING REQUIREMENTS

- a. Requirements. The reporting requirements for this award are identified on the Federal Assistance Reporting Checklist, DOE F 4600.2, attached to this award. Failure to comply with these reporting requirements is considered a material noncompliance with the terms of the award. Noncompliance may result in withholding of future payments, suspension or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards by Federal agencies.

- b. Additional Recovery Act Reporting Requirements are found in the Provision below labeled: “REPORTING AND REGISTRATION REQUIREMENTS UNDER SECTION 1512 OF THE RECOVERY ACT.”

9. PUBLICATIONS

- a. You are encouraged to publish or otherwise make publicly available the results of the work conducted under the award.
- b. An acknowledgment of DOE support and a disclaimer must appear in the publication of any material, whether copyrighted or not, based on or developed under this project, as follows:

Acknowledgment: “This material is based upon work supported by the Department of Energy [National Nuclear Security Administration] [add name(s) of other agencies, if applicable] under Award Number(s) [enter the award number(s)].”

Disclaimer: “This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof.”

10. FEDERAL, STATE, AND MUNICIPAL REQUIREMENTS

You must obtain any required permits, ensure the safety and structural integrity of any repair, replacement, construction and/or alteration, and comply with applicable federal, state, and municipal laws, codes, and regulations for work performed under this award.

11. LOBBYING RESTRICTIONS

By accepting funds under this award, you agree that none of the funds obligated on the award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

12. NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) REQUIREMENTS

You are restricted from taking any action using Federal funds, which would have an adverse effect on the environment or limit the choice of reasonable alternatives prior to DOE providing either a NEPA clearance or a final NEPA decision regarding this project.

If you move forward with activities that are not authorized for Federal funding by the DOE Contracting Officer in advance of the final NEPA decision, you are doing so at risk of not receiving Federal funding and such costs may not be recognized as allowable cost share.

If this award includes construction activities, you must submit an environmental evaluation report/evaluation notification form addressing NEPA issues prior to DOE initiating the NEPA process.

13. HISTORIC PRESERVATION

Prior to the expenditure of Project funds to alter any historic structure or site, the Recipient or subrecipient shall ensure that it is compliant with Section 106 of the National Historic Preservation Act (NHPA), consistent with DOE's 2009 letter of delegation of authority regarding the NHPA. Section 106 applies to historic properties that are listed in or eligible for listing in the National Register of Historic Places. If applicable, the Recipient or subrecipient must contact the State Historic Preservation Officer (SHPO), and the Tribal Historic Preservation Officer (THPO) to coordinate the Section 106 review outlined in 36 CFR Part 800. SHPO contact information is available at the following link: <http://www.ncshpo.org/find/index.htm>. THPO contact information is available at the following link: <http://www.nathpo.org/map.html>. Section 110(k) of the NHPA applies to DOE funded activities.

If applicable, the Recipient or subrecipient certifies that it will retain sufficient documentation, to demonstrate that the Recipient or subrecipient has received required approval(s) from the SHPO or THPO for the Project. Recipients or subrecipients shall avoid taking any action that results in an adverse effect to historic properties pending compliance with Section 106. The Recipient or subrecipient shall deem compliance with Section 106 of the NHPA complete only after it has received this documentation. The Recipient or subrecipient shall make this documentation available to DOE on DOE's request (for example, during a post-award audit).

14. WASTE STREAM

The Recipient assures that it will create or obtain a waste management plan addressing waste generated by a proposed Project prior to the Project generating waste. This waste management plan will describe the Recipient's or subrecipient's plan to dispose of any sanitary or hazardous waste (e.g., construction and demolition debris, old light bulbs, lead ballasts, piping, roofing material, discarded equipment, debris, and asbestos) generated as a result of the proposed Project. The Recipient shall ensure that the Project is in compliance with all Federal, state and local regulations for waste disposal. The Recipient shall make the

waste management plan and related documentation available to DOE on DOE's request (for example, during a post-award audit).

15. DECONTAMINATION AND/OR DECOMMISSIONING (D&D) COSTS

Notwithstanding any other provisions of this Agreement, the Government shall not be responsible for or have any obligation to the Recipient for (i) Decontamination and/or Decommissioning (D&D) of any of the Recipient's facilities, or (ii) any costs which may be incurred by the Recipient in connection with the D&D of any of its facilities due to the performance of the work under this Agreement, whether said work was performed prior to or subsequent to the effective date of the Agreement.

16. SUBGRANTS AND LOANS

- a. The Recipient hereby warrants that it will ensure that all activities by sub-grantee(s) and loan recipients to accomplish the approved Project Description or Statement of Project Objectives are eligible activities under 42 U.S.C. 171534(1)-(13). State recipients hereby warrant that they will ensure that all activities by sub-grantee(s) and loan recipients pursuant to 42 U.S.C. 17155(c)(1)(A) to accomplish the approved Project Description or Statement of Project objects are eligible activities under 42 U.S.C. 171534(3)-(13).
- b. Upon the Recipient's selection of the sub-grantee(s) and loan recipients, the Recipient shall notify (i.e. approval not required) the DOE Contracting Officer with the following information for each, regardless of dollar amount:
 - Name of Sub-Grantee
 - DUNS Number
 - Award Amount
 - Statement of work including applicable activities

State recipients shall notify the DOE Contracting Officer with the above information within 180 days of the award date in Block 27 of the Assistance Agreement Cover Page.

- c. In addition to the information in paragraph b. above, for each sub-grant and loan that has an estimated cost greater than \$2,000,000, the recipient must submit for approval by the Contracting Officer, a SF424A Budget Information – Nonconstruction Programs, and PMC 123.1 Cost Reasonableness Determination for Financial Assistance (available at <http://www.eere-pmc.energy.gov/forms.aspx>).

17. JUSTIFICATION OF BUDGET COSTS

- a. In the original application, the recipient did not provide sufficient information to justify the approval or release of funds for the proposed activities. In order to receive reimbursement for the costs associated with the activities listed in the approved Statement of Project Objectives (SOPO), a justification for all proposed costs must be submitted to the DOE Contracting Officer.

b. The Recipient must provide justification for the following costs:

Personnel Costs:

The Recipient must submit cost justification for the following personnel costs: for approval by the Contracting Officer.

Fringe Benefit Costs:

The Recipient must submit a fringe benefit rate proposal/agreement for approval by the Contracting Officer.

Travel Costs:

The Recipient must submit cost justification for the following travel costs: for approval by the Contracting Officer.

Equipment Costs:

The Recipient must submit vendor quotes for equipment with an individual item cost of \$50,000 or more, for approval by the Contracting Officer.

Supplies Costs:

The Recipient must submit cost justification for the following supplies costs: for approval by the Contracting Officer.

Contractual Costs:

1. The recipient shall provide the following information for each individual or company that will receive EECBG funding, regardless of dollar amount:

- Name
- DUNS Number
- Award Amount
- Statement of work including applicable activities
- NEPA documentation, as applicable

2. In addition to the information in paragraph 1. above, for each individual or company that has an estimated cost greater than \$2,000,000, the Recipient must submit a separate SF424A Budget Information – Nonconstruction Programs, and Budget Justification. The DOE Contracting Officer may require additional information concerning these individuals or companies prior to providing written approval.

Other Direct Costs:

The Recipient must submit cost justification for the following other direct costs: for approval by the Contracting Officer.

Indirect Costs:

The Recipient must submit an indirect rate proposal/agreement for approval by the Contracting Officer.

- c. Upon written notification and/or approval by the Contracting Officer, the Recipient may then receive payment for the activities listed in the approved SOPO for allowable costs incurred in accordance with the payment provisions contained in the Special Terms and Conditions of this agreement. These written notifications and/or approvals will be incorporated into the award by formal modification at a future date.

18. ADVANCE UNDERSTANDING CONCERNING PUBLICLY FINANCED ENERGY IMPROVEMENT PROGRAMS

The parties recognize that the Recipient may use funds under this award for Property-Assessed Clean Energy (PACE) loans, Sustainable Energy Municipal Financing, Clean Energy Assessment Districts, Energy Loan Tax Assessment Programs (ELTAPS), or any other form or derivation of Special Taxing District whereby taxing entities collect payments through increased tax assessments for energy efficiency and renewable energy building improvements made by their constituents. The Department of Energy intends to publish "Best Practices" or other guidelines pertaining to the use of funds made available to the Recipient under this award pertaining to the programs identified herein. By accepting this award, the Recipient agrees to incorporate, to the maximum extent practicable, those Best Practices and other guidelines into any such program(s) within a reasonable time after notification by DOE that the Best Practices or guidelines have been made available. The Recipient also agrees, by its acceptance of this award, to require its sub-recipients to incorporate to the maximum extent practicable the best practices and other guideline into any such program used by the sub-recipient.

19. SPECIAL PROVISIONS RELATING TO WORK FUNDED UNDER AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (May 2009)

Preamble

The American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, (Recovery Act) was enacted to preserve and create jobs and promote economic recovery, assist those most impacted by the recession, provide investments needed to increase economic efficiency by spurring technological advances in science and health, invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits, stabilize State and local government budgets, in order to minimize and avoid reductions in essential services and counterproductive State and local tax increases. Recipients shall use grant funds in a manner that maximizes job creation and economic benefit.

The Recipient shall comply with all terms and conditions in the Recovery Act relating generally to governance, accountability, transparency, data collection and resources as specified in Act itself and as discussed below.

Recipients should begin planning activities for their first tier subrecipients, including obtaining a DUNS number (or updating the existing DUNS record), and registering with the Central Contractor Registration (CCR).

Be advised that Recovery Act funds can be used in conjunction with other funding as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the Recovery Act and related guidance. For projects funded by sources other than the Recovery Act, Contractors must keep separate records for Recovery Act funds and to ensure those records comply with the requirements of the Act.

The Government has not fully developed the implementing instructions of the Recovery Act, particularly concerning specific procedural requirements for the new reporting requirements. The Recipient will be provided these details as they become available. The Recipient must comply with all requirements of the Act. If the recipient believes there is any inconsistency between ARRA requirements and current award terms and conditions, the issues will be referred to the Contracting Officer for reconciliation.

Definitions

For purposes of this clause, Covered Funds means funds expended or obligated from appropriations under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5. Covered Funds will have special accounting codes and will be identified as Recovery Act funds in the grant, cooperative agreement or TIA and/or modification using Recovery Act funds. Covered Funds must be reimbursed by September 30, 2015.

Non-Federal employer means any employer with respect to covered funds -- the contractor, subcontractor, grantee, or recipient, as the case may be, if the contractor, subcontractor, grantee, or recipient is an employer; and any professional membership organization, certification of other professional body, any agent or licensee of the Federal government, or any person acting directly or indirectly in the interest of an employer receiving covered funds; or with respect to covered funds received by a State or local government, the State or local government receiving the funds and any contractor or subcontractor receiving the funds and any contractor or subcontractor of the State or local government; and does not mean any department, agency, or other entity of the federal government.

Recipient means any entity that receives Recovery Act funds directly from the Federal government (including Recovery Act funds received through grant, loan, or contract) other than an individual and includes a State that receives Recovery Act Funds.

Special Provisions

A. Flow Down Requirement

Recipients must include these special terms and conditions in any subaward.

B. Segregation of Costs

Recipients must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No

part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects.

C. Prohibition on Use of Funds

None of the funds provided under this agreement derived from the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

D. Access to Records

With respect to each financial assistance agreement awarded utilizing at least some of the funds appropriated or otherwise made available by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1988 (5 U.S.C. App.) or of the Comptroller General is authorized --

(1) to examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract that pertain to, and involve transactions that relate to, the subcontract, subgrant, grant, or subgrant; and

(2) to interview any officer or employee of the contractor, grantee, subgrantee, or agency regarding such transactions.

E. Publication

An application may contain technical data and other data, including trade secrets and/or privileged or confidential information, which the applicant does not want disclosed to the public or used by the Government for any purpose other than the application. To protect such data, the applicant should specifically identify each page including each line or paragraph thereof containing the data to be protected and mark the cover sheet of the application with the following Notice as well as referring to the Notice on each page to which the Notice applies:

Notice of Restriction on Disclosure and Use of Data

The data contained in pages ---- of this application have been submitted in confidence and contain trade secrets or proprietary information, and such data shall be used or disclosed only for evaluation purposes, provided that if this applicant receives an award as a result of or in connection with the submission of this application, DOE shall have the right to use or disclose the data here to the extent provided in the award. This restriction does not limit the Government's right to use or disclose data obtained without restriction from any source, including the applicant.

Information about this agreement will be published on the Internet and linked to the website www.recovery.gov, maintained by the Accountability and Transparency Board. The Board may exclude posting contractual or other information on the website on a case-by-case basis

when necessary to protect national security or to protect information that is not subject to disclosure under sections 552 and 552a of title 5, United States Code.

F. Protecting State and Local Government and Contractor Whistleblowers.

The requirements of Section 1553 of the Act are summarized below. They include, but are not limited to:

Prohibition on Reprisals: An employee of any non-Federal employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives information that the employee believes is evidence of:

- gross management of an agency contract or grant relating to covered funds;
- a gross waste of covered funds;
- a substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- an abuse of authority related to the implementation or use of covered funds; or
- as violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

Agency Action: Not later than 30 days after receiving an inspector general report of an alleged reprisal, the head of the agency shall determine whether there is sufficient basis to conclude that the non-Federal employer has subjected the employee to a prohibited reprisal. The agency shall either issue an order denying relief in whole or in part or shall take one or more of the following actions:

- Order the employer to take affirmative action to abate the reprisal.
- Order the employer to reinstate the person to the position that the person held before the reprisal, together with compensation including back pay, compensatory damages, employment benefits, and other terms and conditions of employment that would apply to the person in that position if the reprisal had not been taken.
- Order the employer to pay the employee an amount equal to the aggregate amount of all costs and expenses (including attorneys' fees and expert witnesses' fees) that were reasonably incurred by the employee for or in connection with, bringing the complaint regarding the reprisal, as determined by the head of a court of competent jurisdiction.

Nonenforceability of Certain Provisions Waiving Rights and Remedies or Requiring Arbitration: Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any predispute arbitration agreement.

No predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.

Requirement to Post Notice of Rights and Remedies: Any employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, shall post notice of the rights and remedies as required therein. (Refer to section 1553 of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, www.Recovery.gov, for specific requirements of this section and prescribed language for the notices.)

G. Reserved

H. False Claims Act

Recipient and sub-recipients shall promptly refer to the DOE or other appropriate Inspector General any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.

I. Information in Support of Recovery Act Reporting

Recipient may be required to submit backup documentation for expenditures of funds under the Recovery Act including such items as timecards and invoices. Recipient shall provide copies of backup documentation at the request of the Contracting Officer or designee.

J. Availability of Funds

Funds obligated to this award are available for reimbursement of costs until 36 months after the award date.

K. Additional Funding Distribution and Assurance of Appropriate Use of Funds

Certification by Governor – For funds provided to any State or agency thereof by the American Reinvestment and Recovery Act of 2009, Pub. L. 111-5, the Governor of the State shall certify that: 1) the state will request and use funds provided by the Act; and 2) the funds will be used to create jobs and promote economic growth.

Acceptance by State Legislature -- If funds provided to any State in any division of the Act are not accepted for use by the Governor, then acceptance by the State legislature, by means of the adoption of a concurrent resolution, shall be sufficient to provide funding to such State.

Distribution -- After adoption of a State legislature's concurrent resolution, funding to the State will be for distribution to local governments, councils of government, public entities, and public-private entities within the State either by formula or at the State's discretion.

L. Certifications

With respect to funds made available to State or local governments for infrastructure investments under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, the Governor, mayor, or other chief executive, as appropriate, certified by acceptance of this award that the infrastructure investment has received the full review and vetting required by law and that the chief executive accepts responsibility that the infrastructure investment is an appropriate use of taxpayer dollars. Recipient shall provide an additional certification that includes a description of the investment, the estimated total cost, and the amount of covered funds to be used for posting on the Internet. A State or local agency may not receive infrastructure investment funding from funds made available by the Act unless this certification is made and posted.

20. REPORTING AND REGISTRATION REQUIREMENTS UNDER SECTION 1512 OF THE RECOVERY ACT

(a) This award requires the recipient to complete projects or activities which are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act) and to report on use of Recovery Act funds provided through this award. Information from these reports will be made available to the public.

(b) The reports are due no later than ten calendar days after each calendar quarter in which the Recipient receives the assistance award funded in whole or in part by the Recovery Act.

(c) Recipients and their first-tier subrecipients must maintain current registrations in the Central Contractor Registration (<http://www.ccr.gov>) at all times during which they have active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (<http://www.dnb.com>) is one of the requirements for registration in the Central Contractor Registration.

(d) The recipient shall report the information described in section 1512(c) of the Recovery Act using the reporting instructions and data elements that will be provided online at <http://www.FederalReporting.gov> and ensure that any information that is pre-filled is corrected or updated as needed.

21. NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS -- SENSE OF CONGRESS

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

*Special Note: Definitization of the Provisions entitled, "REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS – SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009" and "REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS (COVERED UNDER INTERNATIONAL AGREEMENTS) – SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009" will be done upon definition and review of final activities.

22. REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS – SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

If the Recipient determines at any time that any construction, alteration, or repair activity on a public building or public works will be performed during the course of the project, the Recipient shall notify the Contracting Officer prior to commencing such work and the following provisions shall apply.

(a) *Definitions.* As used in this award term and condition—

(1) *Manufactured good* means a good brought to the construction site for incorporation into the building or work that has been—

(i) Processed into a specific form and shape; or

(ii) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

(2) *Public building and public work* means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

(3) *Steel* means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) *Domestic preference.* (1) This award term and condition implements Section 1605 of the American Recovery and Reinvestment Act of 2009 (Recovery Act) (Pub. L. 111–5), by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States except as provided in paragraph (b)(3) of this section and condition.

(2) This requirement does not apply to the material listed by the Federal Government as follows:

To Be Determined

(3) The award official may add other iron, steel, and/or manufactured goods to the list in paragraph (b)(2) of this section and condition if the Federal Government determines that—

(i) The cost of the domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than 25 percent;

(ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(iii) The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.

(c) *Request for determination of inapplicability of Section 1605 of the Recovery Act . (1)(i)*
Any recipient request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b)(3) of this section shall include adequate information for Federal Government evaluation of the request, including—

(A) A description of the foreign and domestic iron, steel, and/or manufactured goods;

(B) Unit of measure;

(C) Quantity;

(D) Cost;

(E) Time of delivery or availability;

(F) Location of the project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(3) of this section.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this section.

(iii) The cost of iron, steel, and/or manufactured goods material shall include all delivery costs to the construction site and any applicable duty.

(iv) Any recipient request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.

(2) If the Federal Government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the Recovery Act applies, the award official will amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the award official shall adjust the award amount or redistribute budgeted funds by at least the differential established in 2 CFR 176.110(a).

(3) Unless the Federal Government determines that an exception to section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods is noncompliant with section 1605 of the American Recovery and Reinvestment Act.

(d) *Data.* To permit evaluation of requests under paragraph (b) of this section based on unreasonable cost, the Recipient shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Items Cost Comparison

Description	Unit of measure	Quantity	Cost (dollars)*
<i>Item 1:</i>			
Foreign steel, iron, or manufactured good	_____	_____	_____
Domestic steel, iron, or manufactured good	_____	_____	_____
<i>Item 2:</i>			
Foreign steel, iron, or manufactured good	_____	_____	_____
Domestic steel, iron, or manufactured good	_____	_____	_____

List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

*Include all delivery costs to the construction site.

23. REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS (COVERED UNDER INTERNATIONAL AGREEMENTS) – SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

(a) *Definitions.* As used in this award term and condition—

Designated country — (1) A World Trade Organization Government Procurement Agreement country (Aruba, Austria, Belgium, Bulgaria, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and United Kingdom;

(2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Canada, Chile, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Israel, Mexico, Morocco, Nicaragua, Oman, Peru, or Singapore); or

(3) A United States-European Communities Exchange of Letters (May 15, 1995) country: Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovak Republic, Slovenia, Spain, Sweden, and United Kingdom.

Designated country iron, steel, and/or manufactured goods — (1) Is wholly the growth, product, or manufacture of a designated country; or

(2) In the case of a manufactured good that consist in whole or in part of materials from another country, has been substantially transformed in a designated country into a new and different manufactured good distinct from the materials from which it was transformed.

Domestic iron, steel, and/or manufactured good — (1) Is wholly the growth, product, or manufacture of the United States; or

(2) In the case of a manufactured good that consists in whole or in part of materials from another country, has been substantially transformed in the United States into a new and different manufactured good distinct from the materials from which it was transformed.

There is no requirement with regard to the origin of components or subcomponents in manufactured goods or products, as long as the manufacture of the goods occurs in the United States.

Foreign iron, steel, and/or manufactured good means iron, steel and/or manufactured good that is not domestic or designated country iron, steel, and/or manufactured good.

Manufactured good means a good brought to the construction site for incorporation into the building or work that has been—

(1) Processed into a specific form and shape; or

(2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

Public building and public work means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) *Iron, steel, and manufactured goods.* (1) The award term and condition described in this section implements—

(i) Section 1605(a) of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act), by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States; and

(ii) Section 1605(d), which requires application of the Buy American requirement in a manner consistent with U.S. obligations under international agreements. The restrictions of section 1605 of the Recovery Act do not apply to designated country iron, steel, and/or manufactured goods. The Buy American requirement in section 1605 shall not be applied where the iron, steel or manufactured goods used in the project are from a Party to an international agreement that obligates the recipient to treat the goods and services of that Party the same as domestic goods and services. This obligation shall only apply to projects with an estimated value of \$7,443,000 or more.

(2) The recipient shall use only domestic or designated country iron, steel, and manufactured goods in performing the work funded in whole or part with this award, except as provided in paragraphs (b)(3) and (b)(4) of this section.

(3) The requirement in paragraph (b)(2) of this section does not apply to the iron, steel, and manufactured goods listed by the Federal Government as follows:

To Be Determined

(4) The award official may add other iron, steel, and manufactured goods to the list in paragraph (b)(3) of this section if the Federal Government determines that—

(i) The cost of domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, and/or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the overall cost of the project by more than 25 percent;

(ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality;
or

(iii) The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.

(c) *Request for determination of inapplicability of section 1605 of the Recovery Act or the Buy American Act.* (1)(i) Any recipient request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b)(4) of this section shall include adequate information for Federal Government evaluation of the request, including—

(A) A description of the foreign and domestic iron, steel, and/or manufactured goods;

(B) Unit of measure;

(C) Quantity;

(D) Cost;

(E) Time of delivery or availability;

(F) Location of the project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(4) of this section.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this section.

(iii) The cost of iron, steel, or manufactured goods shall include all delivery costs to the construction site and any applicable duty.

(iv) Any recipient request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.

(2) If the Federal Government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the Recovery Act applies, the award official will amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other appropriate actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the award official shall adjust the award amount or redistribute budgeted funds, as appropriate, by at least the differential established in 2 CFR 176.110(a).

(3) Unless the Federal Government determines that an exception to section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods other than designated country iron, steel, and/or manufactured goods is noncompliant with the applicable Act.

(d) *Data.* To permit evaluation of requests under paragraph (b) of this section based on unreasonable cost, the applicant shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Items Cost Comparison

Description	Unit of measure	Quantity	Cost (dollars)*
<i>Item 1:</i>			
Foreign steel, iron, or manufactured good	_____	_____	_____

Domestic steel, iron, or manufactured good	_____	_____	_____
<i>Item 2:</i>			
Foreign steel, iron, or manufactured good	_____	_____	_____
Domestic steel, iron, or manufactured good	_____	_____	_____

List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

*Include all delivery costs to the construction site.

24. WAGE RATE REQUIREMENTS UNDER SECTION 1606 OF THE RECOVERY ACT

(a) Section 1606 of the Recovery Act requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.

Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. Federal agencies providing grants, cooperative agreements, and loans under the Recovery Act shall ensure that the standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) are incorporated in any resultant covered contracts that are in excess of \$2,000 for construction, alteration or repair (including painting and decorating).

(b) For additional guidance on the wage rate requirements of section 1606, contact your awarding agency. Recipients of grants, cooperative agreements and loans should direct their initial inquiries concerning the application of Davis-Bacon requirements to a particular federally assisted project to the Federal agency funding the project. The Secretary of Labor retains final coverage authority under Reorganization Plan Number 14.

25. RECOVERY ACT TRANSACTIONS LISTED IN SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND RECIPIENT RESPONSIBILITIES FOR INFORMING SUBRECIPIENTS

(a) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) as required by Congress and in accordance with 2 CFR 215.21 “Uniform Administrative Requirements for Grants and Agreements” and OMB Circular A-102 Common Rules provisions, recipients

agree to maintain records that identify adequately the source and application of Recovery Act funds. OMB Circular A-102 is available at <http://www.whitehouse.gov/omb/circulars/a102/a102.html>.

(b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. OMB Circular A-133 is available at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>. This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

(c) Recipients agree to separately identify to each subrecipient, and document at the time of subaward and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to subrecipients shall distinguish the subawards of incremental Recovery Act funds from regular subawards under the existing program.

(d) Recipients agree to require their subrecipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor subrecipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

26. DAVIS-BACON ACT AND CONTRACT WORKHOURS AND SAFETY STANDARD ACT

Definitions: For purposes of this provision, "Davis Bacon Act and Contract Work Hours and Safety Standards Act," the following definitions are applicable:

(1) "Award" means any grant, cooperative agreement or technology investment agreement made with Recovery Act funds by the Department of Energy (DOE) to a Recipient. Such Award must require compliance with the labor standards clauses and wage rate requirements of the Davis-Bacon Act (DBA) for work performed by all laborers and mechanics employed by Recipients (other than a unit of State or local government whose own employees perform the construction) Subrecipients, Contractors, and subcontractors.

(2) "Contractor" means an entity that enters into a Contract. For purposes of these clauses, Contractor shall include (as applicable) prime contractors, Recipients, Subrecipients, and Recipients' or Subrecipients' contractors, subcontractors, and lower-tier subcontractors. "Contractor" does not mean a unit of State or local government where construction is performed by its own employees."

(3) "Contract" means a contract executed by a Recipient, Subrecipient, prime contractor, or any tier subcontractor for construction, alteration, or repair. It may also mean (as applicable) (i) financial assistance instruments such as grants, cooperative agreements, technology investment agreements, and loans; and, (ii) Sub awards, contracts and subcontracts issued under financial assistance agreements. "Contract" does not mean a financial assistance instrument with a unit of State or local government where construction is performed by its own employees.

(4) "Contracting Officer" means the DOE official authorized to execute an Award on behalf of DOE and who is responsible for the business management and non-program aspects of the financial assistance process.

(5) "Recipient" means any entity other than an individual that receives an Award of Federal funds in the form of a grant, cooperative agreement, or technology investment agreement directly from the Federal Government and is financially accountable for the use of any DOE funds or property, and is legally responsible for carrying out the terms and conditions of the program and Award.

(6) "Subaward" means an award of financial assistance in the form of money, or property in lieu of money, made under an award by a Recipient to an eligible Subrecipient or by a Subrecipient to a lower-tier subrecipient. The term includes financial assistance when provided by any legal agreement, even if the agreement is called a contract, but does not include the Recipient's procurement of goods and services to carry out the program nor does it include any form of assistance which is excluded from the definition of "Award" above.

(7) "Subrecipient" means a non-Federal entity that expends Federal funds received from a Recipient to carry out a Federal program, but does not include an individual that is a beneficiary of such a program.

(a) Davis Bacon Act

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and, without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, *provided* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The Contracting Officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
- (2) The classification is utilized in the area by the construction industry;
and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The Department of Energy or the Recipient or Subrecipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, the Department of Energy, Recipient, or Subrecipient, may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause

the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Department of Energy if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit the payrolls to the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner, as the case may be, for transmission to the Department of Energy. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Department of Energy if the agency is a

party to the Contract, but if the agency is not such a party, the Contractor will submit them to the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner, as the case may be, for transmission to the Department of Energy, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 3729 of title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Department of Energy or the

Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees—

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize

apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.

(6) Contracts and Subcontracts. The Recipient, Subrecipient, the Recipient's, and Subrecipient's contractors and subcontractor shall insert in any Contracts the clauses contained herein in(a)(1) through (10) and such other clauses as the Department of Energy may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Recipient shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of the paragraphs in this clause.

(7) Contract termination: debarment. A breach of the Contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Recipient, Subrecipient, the Contractor (or any of its subcontractors), and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such

territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The Department of Energy or the Recipient or Subrecipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Contracts and Subcontracts. The Recipient, Subrecipient, and Recipient's and Subrecipient's contractor or subcontractor shall insert in any Contracts, the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Recipient shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(5) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Energy and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(c) Recipient Responsibilities for Davis Bacon Act

(1) On behalf of the Department of Energy (DOE), Recipient shall perform the following functions:

(i) Obtain, maintain, and monitor all Davis Bacon Act (DBA) certified payroll records submitted by the Subrecipients and Contractors at any tier under this Award;

- (ii) Review all DBA certified payroll records for compliance with DBA requirements, including applicable DOL wage determinations;
- (iii) Notify DOE of any non-compliance with DBA requirements by Subrecipients or Contractors at any tier, including any non-compliances identified as the result of reviews performed pursuant to paragraph (ii) above;
- (iv) Address any Subrecipient and any Contractor DBA non-compliance issues; if DBA non-compliance issues cannot be resolved in a timely manner, forward complaints, summary of investigations and all relevant information to DOE;
- (v) Provide DOE with detailed information regarding the resolution of any DBA non-compliance issues;
- (vi) Perform services in support of DOE investigations of complaints filed regarding noncompliance by Subrecipients and Contractors with DBA requirements;
- (vii) Perform audit services as necessary to ensure compliance by Subrecipients and Contractors with DBA requirements and as requested by the Contracting Officer; and
- (viii) Provide copies of all records upon request by DOE or DOL in a timely manner.

(d) Rates of Wages

The prevailing wage rates determined by the Secretary of Labor can be found at <http://www.wdol.gov/>.

10 CFR 600.236, “Procurement”, Section (i) “Contract Provisions”, numbers 1-13

(i) *Contract provisions.* A grantee’s and subgrantee’s contracts must contain provisions in paragraph (i) of this section. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

(1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)

(2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

(3) Compliance with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees)

(4) Compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and subgrants for construction or repair)

(5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a–7) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation)

(6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)

(7) Notice of awarding agency requirements and regulations pertaining to reporting.

(8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

(9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.

(10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

(11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

(12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).

(13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

10 CFR 600, Appendix A, Generally Applicable Requirements

NATIONAL POLICY ASSURANCES TO BE INCORPORATED AS AWARD TERMS

(August 2008)

To the extent that a term does not apply to a particular type of activity or award, it is selfdeleting.

I. Nondiscrimination Policies

You must comply with applicable provisions of the following national policies prohibiting discrimination:

- 1 On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), as implemented by DOE regulations at 10 CFR part 1040;
- 2 On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), as implemented by DOE regulations at 10 CFR parts 1041 and 1042;
- 3 On the basis of age, in the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR part 90 and DOE regulations at 10 CFR part 1040;
- 4 On the basis of disability, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by Department of Justice regulations at 28 CFR part 41 and DOE regulations at 10 CFR part 1041;
- 5 On the basis of race, color, national origin, religion, disability, familial status, and sex under Title VIII of the Civil Rights Act (42 U.S.C. 3601 et seq.) as implemented by the Department of Housing and Urban Development at 24 CFR part 100; and
- 6 On the basis of disability in the Architectural Barriers Act of 1968(42 U.S.C. 4151 et seq.) for the design, construction, and alteration of buildings and facilities financed with Federal funds.

II. Environmental Policies

You must:

- 1 Comply with applicable provisions of the Clean Air Act (42 U.S.C. 7401, et. seq.) and Clean Water Act (33 U.S.C. 1251, et. seq.), as implemented by Executive Order 11738 [3 CFR, 1971-1975 Comp., p. 799] and Environmental Protection Agency rules at 40 CFR part 32, Subpart J.
- 2 Immediately identify to us, as the awarding agency, any potential impact that you find this award may have on:
 - a. The quality of the human environment, including wetlands, and provide any help we may need to comply with the National Environmental Policy Act (NEPA), at

42 U.S.C. 4321 et. seq.) and assist us to prepare Environmental Impact Statements or other environmental documentation. In such cases, you may take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) or limit the choice of reasonable alternatives until we provide written notification of Federal compliance with NEPA, as implemented by DOE at 10 CFR part 1021.

- b. Flood-prone areas, and provide any help we may need to comply with the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et. seq.), which require flood insurance, when available, for Federally assisted construction or acquisition in flood-prone areas, as implemented by DOE at 10 CFR part 1022.
- c. Use of land and water resources of coastal zones, and provide any help we may need to comply with the Coastal Zone Management Act of 1972(16 U.S.C. 1451, et. seq.).
- d. Coastal barriers along the Atlantic and Gulf coasts and Great Lakes' shores, and provide help we may need to comply with the Coastal Barriers Resource Act (16 U.S.C. 3501 et. seq.), concerning preservation of barrier resources.
- e. Any existing or proposed component of the National Wild and Scenic Rivers system, and provide any help we may need to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.).
- f. Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source, and provide any help we may need to comply with the Safe Drinking Water Act(42 U.S.C. 300h-3).

3 Comply with applicable provisions of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), as implemented by the Department of Housing and Urban Development at 24 CFR part 35. The requirements concern lead-based paint in housing owned by the Federal Government or receiving Federal assistance.

4 Comply with section 6002 of the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. 6962), and implementing regulations of the Environmental Protection Agency, 40 CFR Part 247, which require the purchase of recycled products by States or political subdivision of States.

III. Live Organisms

1 Human research subjects. You must protect the rights and welfare of individuals that participate as human subjects in research under this award in accordance with the Common Federal Policy for the Protection of Human Subjects (45 CFR part 46), as implemented by DOE at 10 CFR part 745.

2 **Animals and plants.**

- a. You must comply with applicable provisions of Department of Agriculture rules at 9 CFR parts 1-4 that implement the Laboratory Animal Welfare Act of 1966 (7 U.S.C. 21312156) and provide for humane transportation, handling, care, and treatment of animals used in research, experimentation, or testing under this award.
- b. You must follow the guidelines in the National Academy of Sciences(NAS) Publication "Guide for the Care and Use of Laboratory Animals"(1996, which may be found currently at <http://www.nap.edu/readingroom/books/labrats/>) and comply with the Public Health Service Policy and Government principles Regarding the Care and use of animals (included as Appendix D to the NAS Guide).
- c. You must immediately identify to us, as the awarding agency, any potential impact that you find this award may have on endangered species, as defined by the Endangered Species Act of 1973, as amended ("the Act," 16 U.S.C. 1531-1543), and implementing regulations of the Departments of the Interior (50 CFR parts 10-24) and Commerce (50 CFR parts 217-227). You also must provide any help we may need to comply with 16 U.S.C. 1536(a)(2). This is not in lieu of responsibilities you have to comply with provisions of the Act that apply directly to you as a U.S. entity, independent of receiving this award.

IV. Other National Policies

1 **Debarment and suspension.** You must comply with requirements regarding debarment and suspension in Subpart C of 2 CFR parts 180 and 901.

2 **Drug-free workplace.** You must comply with drug-free workplace requirements in Subpart B of 10 CFR part 607, which implements sec. 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701, et seq.).

3 **Lobbying.**

- a. You must comply with the restrictions on lobbying in 31 U.S.C.1352, as implemented by DOE at 10 CFR part 601, and submit all disclosures required by that statute and regulation.
- b. If you are a nonprofit organization described in section 501(c)(4)of title 26, United States Code (the Internal Revenue Code of 1968),you may not engage in lobbying activities as defined in the Lobbying Disclosure Act of 1995 (2 U.S.C., Chapter 26). If we determine that you have engaged in lobbying activities, we will cease all payments to you under this and other awards and terminate the awards unilaterally for material failure to comply with the award terms and conditions. By submitting an application and accepting funds under this agreement, you assure that you are not an organization described in section 501(c)(4) that has

engaged in any lobbying activities described in the Lobbying Disclosure Act of 1995 (2 U.S.C. 1611).

- c. You must comply with the prohibition in 18 U.S.C. 1913 on the use of Federal funds, absent express Congressional authorization, to pay directly or indirectly for any service, advertisement or other written matter, telephone communication, or other device intended to influence at any time a Member of Congress or official of any government concerning any legislation, law, policy, appropriation, or ratification.

4. **Officials not to benefit.** You must comply with the requirement that no member of Congress shall be admitted to any share or part of this agreement, or to any benefit arising from it, in accordance with 41 U.S.C. 22.

5 **Hatch Act.** If applicable, you must comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7326), as implemented by the Office of Personnel Management at 5 CFR part 151, which limits political activity of employees or officers of State or local governments whose employment is connected to an activity financed in whole or part with Federal funds.

6 **Native American graves protection and repatriation.** If you control or possess Native American remains and associated funerary objects, you must comply with the requirements of 43 CFR part 10, the Department of the Interior implementation of the Native Graves Protection and Repatriation Act of 1990 (25 U.S.C., chapter 32).

7 **Fly America Act.** You must comply with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118), commonly referred to as the “Fly America Act,” and implementing regulations at 41 CFR 301-10.131 through 301-10.143. The law and regulations require air transport of people or property to, from, between or within a country other than the United States, the cost of which is supported under this award, to be performed by or under a cost-sharing arrangement with a U.S. flag carrier, if service is available.

8. **Use of United States-flag vessels.**

- a. Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)), at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds under this award, and which may be transported by ocean vessel, must be transported on privately owned United States-flag commercial vessels, if available.
- b. Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, “on-board” commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph 9.a of this section shall be furnished to both our award administrator (through you in the case of your contractor’s bill-of-lading) and to

the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

9 **Research misconduct.** You must comply with the government-wide policy on research misconduct issued by the Office of Science and Technology Policy (available in the Federal Register at 65 FR 76260, December 6,2000, or on the Internet at www.ostp.gov), as implemented by DOE at 10 CFR part 733 and 10 CFR 600.31.

10 **Requirements for an Institution of Higher Education Concerning Military recruiters and Reserve Officers Training Corps (ROTC).**

- a. As a condition for receiving funds under an award by the National Nuclear Security Administration of the Department of Energy, you agree that you are not an institution of higher education that has a policy or practice placing any of the restrictions specified in 10 U.S.C. 983. as implemented by 32 CFR part 216, on:
 - i. Maintenance, establishment, or operation of Senior ROTC units, or student participation in those units; or
 - ii. Military recruiters' access to campuses, students on campuses, or information about students.
- b. If you are determined, using the procedures in 32 CFR part 216, to be such an institution of higher education during the period of performance of this award, we:
 - i. Will cease all payments to you of funds under this award and all other awards subject to the requirements in 32 CFR part 216; and
 - ii. May suspend or terminate those awards unilaterally for material failure to comply with the award terms and conditions.

11. **Historic preservation.** You must identify to us any:

- a. Any property listed or eligible for listing on the National Register of Historic Places that will be affected by this award, and provide any help we may need, with respect to this award, to comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470f), as implemented by the Advisory Council on Historic Preservation regulations at 36 CFR part 800 and Executive Order 11593, "Identification and Protection of Historic Properties," [3 CFR, 1971-1975 Comp., p. 559].
- b. Potential under this award for irreparable loss or destruction of significant scientific, prehistorical, historical, or archeological data, and provide any help we may need, with respect to this award, to comply with the Archaeological and Historic Preservation Act of 1974 (16 U.S.C.469a-1, et seq.).

12 **Relocation and real property acquisition.** You must comply with applicable provisions of 49 CFR part 24, which implements the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970(42 U.S.C. 4601, et seq.) and provides for fair and equitable treatment of persons displaced by federally assisted programs or persons whose property is acquired as a result of such programs.

13 **Confidentiality of patient records.** You must keep confidential any records that you maintain of the identity, diagnosis, prognosis, or treatment of any patient in connection with any program or activity relating to substance abuse education, prevention, training, treatment, or rehabilitation that is assisted directly or indirectly under this award, in accordance with 42 U.S.C. 290dd-2.

14 **Constitution Day.** You must comply with Public Law 108-447, Div. J, Title I, Sec. 111 (36 U.S.C. 106 note), which requires each educational institution receiving Federal funds in a Federal fiscal year to hold an educational program on the United States Constitution on September 17th during that year for the students served by the educational institution.

15 **Trafficking in Persons**

a. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
 - A. Associated with performance under this award; or
 - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB

Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR part 901.

- b. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity-
 - 1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either-
 - i. Associated with performance under this award; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR part 901.
- c. Provisions applicable to any recipient.
 - 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 - 2. Our right to terminate unilaterally that is described in paragraph a.2 or b. of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
 - 3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
- d. Definitions. For purposes of this award term:
 - 1. “Employee” means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

- ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- 2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- 3. “Private entity”:
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - ii. Includes:
 - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - B. A for-profit organization.
- 4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

V. National Policy Requirements for Subawards.

Recipient responsibility. You must include in any subaward you make under this award the requirements of the national policy requirements in Sections I through IV of this document that apply, based on the type of subawardee organization and situation.

DETAILED SCOPE OF WORK

The PMC team proposes the following scope of work to assist the County in preparation of an Energy Efficiency and Climate Change Update, Climate Action Plan (CAP), Implementation, and CEQA (the Program). The proposed scope builds on the tasks included in the County's Request for Proposals (RFP). We have modified or added tasks based on our experience with similar projects, with consideration given to San Mateo County's special needs.

TASK 1: PRELIMINARY VULNERABILITY ASSESSMENT

To inform both the Update to the San Mateo County General Plan and the development of the Climate Action Plan, ICLEI will work with PMC and the County to compile information on existing and projected changing climate conditions. ICLEI will also work with stakeholders to identify how those changes are already impacting San Mateo County residents, as well as how changing conditions are likely to impact them in the future. This information will be delivered in the format of a report, which would include the team's recommendations for next steps. Key activities include:

- Compile regionally relevant information on existing and projected future changing climate conditions in the San Mateo area.
- Seek input from stakeholders, including County and municipal government staff, private sector entities, residents, nonprofits, and other relevant stakeholders.
- Summarize research and input from stakeholders in a report that describes how changing climate conditions will impact the built, social, and political systems in San Mateo County.
- Coordinated workshop and outreach materials (further described in Task 9).

Deliverables: Administrative draft countywide preliminary vulnerability assessment technical memo (electronic Adobe PDF or MS Word)
Public countywide preliminary vulnerability assessment technical memo (electronic Adobe PDF or MS Word)

TASK 2: BASELINE GREENHOUSE GAS INVENTORY AND FORECAST

The goal of this task will be to complete the countywide greenhouse gas (GHG) inventory for the current year and forecast years. Along with our partners, Fehr & Peers and KEMA, PMC will gather community-wide data related to VMT, solid waste disposal, energy consumption, and other relevant sectors to determine the existing levels of GHG emissions from community-wide sources. PMC will compile all of the baseline data and convert it into GHG emissions according to international protocol and current best practices, the results of which will yield the data needed to prepare the GHG inventory report.

PMC will coordinate with the County DPW's efforts in creating a Government Operations GHG Inventory and energy plans for accuracy and consistency with the countywide greenhouse gas inventory methodology. If changes are needed to the methodology of either inventory, PMC will indicate this requirement as soon as it is known and will suggest revisions in consultation with County staff.

The current-year countywide inventory will calculate emissions from on-road vehicles, off-road vehicles and equipment, electricity and natural gas, waste production, agriculture, and water. Other emissions sources may be included in the inventory pending availability of budget for this task and accurate methodology. PMC will calculate actual or estimated GHG emissions for the following years:

DETAILED SCOPE OF WORK

- 2005 (State baseline, County municipal operations inventory baseline)
- 2020 (BAAQMD and State target year (EO S-03-05 and AB 32))
- 2035 (SB 375 consistency, GP buildout for Update)
- 2050 (State target year (EO S-03-05))

According to the current state of the practice, it is important to distinguish the source of the vehicle miles of travel on the county's roadway network. Based on recommended reporting protocols, greenhouse gases will be reported for all trips traveling between origins and destinations within San Mateo County and for 50% of the GHGs generated by trips traveling between San Mateo County and other destinations. Note that trips where the origin and destination are both located outside the county, otherwise known as through trips, will be excluded from the VMT calculations.

Local Government Operations Inventory Alignment with the Local Government Operations Protocol

To develop the government operations inventory, ICLEI USA will review the County-generated Government Operations GHG Emissions Inventory in regard to the Local Government Operation Protocol (LGOP), which was developed in 2008 through a partnership between ICLEI USA, the California Air Resources Board, the California Climate Action Registry, and The Climate Registry. ICLEI USA has been working with local governments for more than 15 years on developing greenhouse gas emissions inventories, and the majority of local governments in the country that have undertaken a GHG inventory process have utilized ICLEI USA's protocols and methodology. LGOP is the newest standard and is the one that local governments are now striving to follow.

Community Inventory Alignment with New Community-Scale Protocol

Responding to the needs of its member local governments, ICLEI USA is developing a national community-scale greenhouse gas emissions inventory protocol through a multi-stakeholder process involving a diversity of experts. This protocol will complement the Local Government Operations Protocol and serve as a U.S. Supplement to the International Emissions Analysis Protocol (IEAP). This process is already under way, and ICLEI recently released a draft framework and aims to have a final protocol established and adopted no later than August 2011. Beginning in early 2011, the technical advisory committees will begin to identify and develop the specific methodologies that will be included across sectors, including agriculture, built environment, life-cycle emissions, solid waste, transportation, and wastewater. To that end, ICLEI USA will work with PMC to integrate the most recent community protocol thinking and standards into the development of the San Mateo County community inventory. In this way, San Mateo County can act as an early adopter of the new community-scale inventory and serve as an example to other communities throughout the United States.

PMC will create a complete greenhouse gas emissions inventory technical memo that will summarize the assumptions and methodology for the countywide inventory and forecast. The findings will be incorporated into the Climate Action Plan as part of Task 7. The inventory should be completed 90 days from project initiation; however, it is important to caution the County that completion of the baseline GHG inventory and analysis is dependent on timely receipt of all necessary data from the County and utility providers.

The PMC team will meet with the County to review the findings of the countywide GHG inventory and make revisions, if necessary.

DETAILED SCOPE OF WORK

Deliverables: LGOP consistency memo (electronic Adobe PDF or MS Word)
Community inventory protocol consistency memo (electronic Adobe PDF or MS Word)
Greenhouse gas emissions inventory technical memo (electronic Adobe PDF or MS Word)

TASK 3: ENERGY REDUCTION STRATEGY

While the greenhouse gas emissions inventory is being completed, KEMA will be working closely with PMC to complete the energy reduction strategy for inclusion in the policy framework for the CAP and the General Plan Update. As outlined in the RFP, this strategy will include policies for conserving energy and reducing energy use and fossil fuel emissions and improving energy efficiency in both the transportation sector and in the commercial, residential, and institutional building sectors in the community in a manner that is environmentally sustainable and benefits the local community. Where necessary, KEMA and PMC will coordinate with DPW staff to ensure tandem efforts are using similar methodologies and are cross-referenced appropriately. Exploration and development of policies related to the following ideas and strategies would be included in the strategy:

- Strategic energy planning, including policies and programs to improve safety, health, and environmental and economic sustainability.
- Renewable energy and distributed generation.
- Local management of the energy supply.

Deliverable: Energy reduction strategy summary memo (electronic Adobe PDF or MS Word)

TASK 4: TARGET AND GOAL SETTING

In this task, PMC will work with the County to develop appropriate emission reduction targets or goals. Reduction targets will be quantified in metric tons of carbon dioxide equivalent overall and per service population and ensure consistency with AB 32, BAAQMD, and SB 375 recommendations.

PMC will recommend GHG reduction targets per forecast year in a memo to staff and the Planning Commission. The recommendation will include considerations of feasibility (technical, economic, and social), legal compliance, regional targets, and direction or guidance from state and regional planning agencies. PMC will present the target with County staff to the Planning Commission for consideration. We recommend that staff and the Planning Commission review and approve a preliminary target or set of targets at this phase in the planning process. As emissions reduction measures are developed, vetted, and quantified, PMC will be able to update staff as to how the proposed measures may or may not achieve the targets.

Deliverable: GHG reduction target recommendation memo (electronic Adobe PDF or MS Word)

TASK 5: IDENTIFY POSSIBLE EMISSION REDUCTION MEASURES

PMC will identify feasible reduction measures necessary to meet the County's reduction targets. Many of the emission reduction measures likely exist in one form or another in the County's General Plan, as an energy reduction strategy as mitigation in the General Plan EIR, or through other existing County or city or regional programs. At the onset of this task, PMC will develop a preliminary list of reduction measure topic areas for assessment by the County and Technical Advisory Committee (TAC). This early level of review will ensure that project resources are only invested in those measures the County has vetted and

DETAILED SCOPE OF WORK

identified for inclusion in the CAP. Our iterative approach is designed to create project efficiencies and a high degree of responsiveness to the County, involving it early in measure selection and refinement.

Targets and measures will apply to existing land use and activity, new development, and County operations and facilities. Development of emission reduction measures will be based on the following:

- The results of the municipal and community-wide GHG inventory.
- An analysis of existing County datasets, policies, plans, and efforts. This allows the County to take credit for efforts already under way or completed since the baseline year of the inventory. CAP reduction measures will build on existing efforts, identify gaps, and link to the existing framework of policies and regulations already in place.
- The recommendations of AB 32, SB 375, the California Attorney General's Office, the California Air Pollution Control Officers Association, and more.
- Best practices from the evolving field of climate planning with proven results.

Deliverable: Preliminary reduction measures and evaluation criteria memo (electronic Adobe PDF or MS Word)

TASK 6: EVALUATE/PRIORITIZE EMISSION REDUCTION MEASURES

In this phase, PMC will quantify and assess the preferred emissions reduction measures. Emissions reductions will be quantified using a methodology that ensures consistency with AB 32. Utilizing the rating criteria established with the County, PMC will conduct a detailed feasibility assessment for each reduction measure and prioritize all measures. At a minimum, PMC recommends including the following factors for measure quantification and assessment:

- The implementing agency (County, developer, site operators, etc.)
- The likely effectiveness, including:
 - GHG reductions in metric tons carbon dioxide equivalent (CO₂e)
 - Reductions in electricity (kWh), natural gas (therms), waste (tons), traffic (VMT), vehicle fuel (gallons), and water (gallons)
- Cost, including:
 - Cost to the County
 - Cost to the private sector
- Potential cost savings
- Available funding (County sources, grants, rebates, low-interest financing, etc.)
- Co-benefits (e.g., higher property values)
- Implementation feasibility (technical and political)
- Analysis of the potential adaptation co-benefits of potential strategies

DETAILED SCOPE OF WORK

In addition to the items above, specific indicators for use in the monitoring and tracking program identified in Task 13 could include the following indicators. The final list of feasibility and indicators will be reviewed with the County and approved prior to starting work.

- Miles of new sidewalks added
- Number of new or improved pedestrian crossings
- Miles of new bike routes added
- Percentage or number of new housing units that are located in an area zoned for mixed use
- Impaired water segments
- Number of on-site filtration/percolation systems
- Incidence of obesity
- Incidence of asthma
- Amount of parking provided in mixed-use developments compared to that provided in single-use developments
- Amount of new housing provided by Regional Housing Needs Assessment (RHNA) category
- Number and percentage of new residential and nonresidential development located within a half mile of transit service
- Change in the ratio of development within the urban growth boundary to that on the rural side of the boundary
- Acres of land preserved under Williamson Act contracts, agricultural, scenic, conservation, or other open space easements; land ownership transferred to a land preservation organization
- Acres of new parkland created
- Number of new developments subject to Model Water-Efficient Landscape Ordinance (MWELo)
- Estimated amount of water saved through use of conservation and reuse measures
- Estimated amount of groundwater recharge attributable to on-site drainage systems
- Number of new developments that comply with the County's Green Building Ordinance
- Amount of energy generated by on-site sources (e.g., solar/wind)
- Number of green businesses permitted

In coordination with PMC, KEMA will take the lead reviewing the energy reduction measures. ICLEI USA will analyze the potential adaptation co-benefits associated with each policy. Analysis will look at whether identified measures will help increase community resilience toward climate change and reduce overall vulnerability. Each measure chosen for inclusion in the County's Climate Action Plan will have a section highlighting the measure's adaptation value.

All measures will be clear and precise and will establish objective thresholds and criteria, supported by scientific research, scholarly articles and journals, and comparable case studies. All measures will be provided to the County in the form of a matrix that includes the methodology utilized for GHG emission reductions, costs, and savings.

DETAILED SCOPE OF WORK

PMC will prepare an estimate of cost to the County for implementation in a cost per metric ton of GHG reduction figure based on relevant research, including publicly available reports, state climate action plans, or climate action plans produced by other public agencies. PMC will incorporate any local data that the County or other local agencies can supply and that can easily be incorporated. This figure will allow for easy comparison across all measures and the identification of easily achievable targets for immediate cost-effective implementation. A cost-neutral climate action program is possible due to the cost savings from efficiency improvements, alternative energy investment payback, fee programs, incentive programs, and other income-generating measures, but is dependent on the measures chosen for inclusion in the CAP and the emissions reduction target goal.

For the transportation and land use reduction measures, major cost components to be incorporated in the analysis include the public cost of new infrastructure, services, or programs and private cost savings from reduced fuel consumption. As part of this task, Fehr & Peers will document order-of-magnitude cost estimates for the transportation-related strategies identified in Task 3, where possible. We anticipate that this cost data will be available from previous studies completed by Fehr & Peers related to travel demand management, transit, alternative mode studies, and other related items. Cost-effectiveness estimates will typically be provided as a range or will be based on order of magnitude estimates. For some types of measures, particularly land use measures, it may not be possible to calculate all cost components within the scope of this project. We will note those strategies for which a cost estimate cannot be provided.

The PMC project management team will hold one (1) meeting with staff to review consolidated County comments on the reduction measures and their cost/benefit analysis. PMC will also work with staff to create a rating system for each measure. The rating system will allow for cross-sector comparisons and easy prioritization. The rating system could use numerical values with a weighted value determined by the County, a series of icons such as leaves, light bulbs, or traffic signals, or another appropriate approach.

PMC will incorporate changes into the final list for presentation to the Technical Advisory Committee (TAC). PMC will attend a TAC meeting to discuss the reduction measure evaluation and prioritization.

Deliverables: Reduction measures matrix (electronic Adobe PDF)
 Technical memo (electronic Adobe PDF or MS Word)

TASK 7: CLIMATE ACTION PLAN

Task 7A: Administrative Draft CAP

The Administrative Draft CAP will integrate the detailed measure quantifications and thresholds with supportive text. The Administrative Draft CAP will tentatively include the following:

- 1) An introduction to climate change science and regulations.
- 2) A summary of the greenhouse gas emissions inventory, forecast, and targets.
- 3) Community energy use, transportation, land use, agriculture, water, and solid waste reduction strategies and measures, their cost-benefit analysis, implementation time frames, their prioritization, and funding sources.
- 4) Adaptation and resiliency policies for anticipated climate change impacts, including strategies, implementation time frames, delegation of responsibility, and finance mechanisms.

DETAILED SCOPE OF WORK

- 5) Standards for monitoring and assessment, mechanisms for annual evaluation, and strategized primary and intermediate reduction targets to facilitate attainment of overall objectives to reduce emissions to target levels.
- 6) A compliance checklist for use by planning staff to assist with determinations of project consistency with the CAP.

PMC will present a report template and an outline for staff review at the initiation of this task. PMC anticipates that the CAP will use simple language, color, graphics, and other features to make the document easy to read and accessible. PMC will provide a visually appealing and user-friendly document.

Deliverable: Administrative Draft Climate Action Plan (minimum of five (5) printed hard copies and electronic Adobe PDF or MS Word)

Task 7B: Public Draft Climate Action Plan

Upon receipt of County comments, PMC will revise the Administrative Draft CAP in order to produce a Public Draft CAP. Timely completion of this task assumes a single round of edits and that the County will provide a single set of consolidated comments for each chapter. It is anticipated that the County will circulate the Public Draft CAP for review; however, PMC can assist with distribution if requested. PMC will present and receive comments on the Public Draft CAP at a Planning Commission meeting and TAC meeting.

Deliverables: Public Draft Climate Action Plan (five (5) printed hard copies and electronic Adobe PDF or MS Word)
PowerPoint presentation (electronic)

Task 7C: Final Climate Action Plan

PMC will revise the Draft CAP in response to public, Planning Commission, and staff comments and submit the Final CAP to staff for distribution. PMC will attend one (1) Planning Commission meeting as part of this task to present the Final CAP. PMC will prepare a PowerPoint presentation as part of this task. After formal review and adoption, PMC will modify the CAP to include Planning Commission comments and deliver the Final Climate Action Plan to the County.

Deliverables: Final Climate Action Plan (electronic Adobe PDF or MS Word)
PowerPoint presentation (electronic)

TASK 8: GENERAL PLAN UPDATE

The General Plan Update will include policies and implementation measures that will reduce greenhouse gas emissions and energy use. This will be accomplished through updates to the Circulation Element, Land Use Element, Safety Element, and Open Space/Conservation Element.

- The updated Circulation Element will include policies that encourage a choice of modes of personal transportation besides the private automobile. Such policies include encouraging or mandating the inclusion of pedestrian sidewalks as infill development progresses, safer pedestrian crossings, more bike routes, and requirements for bike parking.
- The Land Use Element will include policies that encourage compact and/or transit-oriented development where appropriate.

DETAILED SCOPE OF WORK

- The Safety Element will include policies that assist in ongoing efforts to address the impacts of climate change as outlined in the Adaptation Plan.
- The Land Use Element and Open Space/Conservation Element will also include policies that will discourage sprawling development patterns, especially in rural, agricultural, and/or resource-important lands.

Policies will be developed that consider the following topical areas:

- Air quality and greenhouse gas emissions
- Climate change, including sea level rise and adaptation
- Interaction between land use, transportation, and energy
- Incentives for greater use of renewable energy, including consideration of energy production and on-site energy generation for both public and private development
- Integration of economic, safety, and public health impacts and issues into these policies
- Integration of efforts proposed with actions at the regional and state level

The Update will be consistent with and will consolidate existing General Plan policies related to energy efficiency and conservation. As identified earlier, the Update will identify any inconsistencies with existing General Plan policies and, if necessary, will include amendments or changes to the inconsistent policies. Revisions to other existing General Plan chapters might be necessary, such as the Transportation, Solid Waste, and Visual Quality elements, among others, so that the General Plan is internally consistent and includes more comprehensive policies for energy conservation and efficiency. Strong coordination with the energy reduction strategy and the Climate Action Plan development process will be essential to a successful process.

Task 8A: Administrative Draft General Plan Update, Energy and Climate Change Element, and Update Summary

PMC will develop a General Plan Update, Energy and Climate Change Element, and update summary that will include existing, modified, and new General Plan quantified objectives (e.g., GHG reduction, VMT reduction), goals, policies, and implementation measures necessary to reduce GHG emissions, reduce per capita VMT, and generally reduce the County's impact on climate change. The amendment will include necessary measures to ensure satisfactory compliance with the BAAQMD and CEQA guidelines and consistency with the separate, free-standing Climate Action Plan (CAP), Energy Plan, and Adaptation Plan. The Update will include a discussion of the interrelationships of regional actions, state actions, general plan elements, and components of the revised General Plan that address climate change issues, energy, and sustainability. It is expected that the Energy and Climate Change Element will rely on the energy strategy and the separate, free-standing CAP but be formatted consistent with the structure and content of the overall General Plan. It is expected that the Update, Energy and Climate Change Element, and summary will be drafted and submitted for review concurrently.

Deliverables: Administrative Draft General Plan Update, Energy and Climate Change Element, and summary (electronic Word and PDF)

DETAILED SCOPE OF WORK

Task 8B: Draft General Plan Update, Energy and Climate Change Element, and Update Summary

Based on feedback from staff and other appropriate stakeholders, PMC will revise the General Plan Update, Energy and Climate Change Element, and Update Summary for delivery to the County as a Public Review Draft.

Deliverables: Draft General Plan Update, Energy and Climate Change Element, and summary (electronic Word and PDF)

Task 8C: General Plan Referrals

Prior to adopting or substantially amending the General Plan, state law requires that the County refer the proposed action to specific agencies and organizations. PMC will work with the County to identify and submit the proposed General Plan Update to all applicable agencies and organizations as required by state law.

Deliverables: Memo outlining PMC's suggestions for referrals (electronic Adobe PDF and MS Word)

Task 8D: Final Documents

Based on County, state, and TAC feedback, PMC will revise the General Plan Update, Energy and Climate Change Element, and Update Summary and prepare final documents.

Deliverables: Final General Plan Update, Energy and Climate Change Element, and summary (electronic Adobe PDF and MS Word)

TASK 9: COMMUNITY OUTREACH AND PARTICIPATION

PMC will design an outreach and engagement process that addresses the need for community education and discussion about climate action planning and the implications for land use policy in San Mateo County. Scoped as a part of this task are three workshops, twelve steering committee meetings, six TAC meetings, and six public hearings. Flexibility in regard to community participation is essential as this is the task that is most likely to change through the process. We have programmed flexibility into this approach to allow as-needed adjustments as we proceed through the contract, assuming the same level of effort is anticipated for any adjusted approach.

Task 9A: Community Outreach and Engagement Assessment

At the project kick-off, PMC outreach staff will provide County staff with an outreach assessment form that will gather key information from staff about past outreach successes and challenges in San Mateo County. This assessment will form the foundation of PMC's outreach and engagement strategy, developed as Task 9B.

Deliverable: Outreach and engagement assessment form (electronic format)

Task 9B: Community Outreach and Engagement Strategy

PMC will provide a community outreach and engagement strategy to County staff. This strategy will outline the timeline and scope of outreach and engagement activities, including the number of meetings, type, order, purpose, and desired outcome of each phase of outreach.

DETAILED SCOPE OF WORK

The strategy will also include a comprehensive list of project stakeholders and stakeholder groups, identified in concert with County staff. The list of stakeholders will be used throughout the project as a basis for formation of the Steering Committee and Technical Advisory Committee as well as other targeted stakeholder outreach events.

The strategy will comprise a number of proven outreach and engagement techniques and may include the following:

- A distinctive “look and feel” for the project
- A project website or webpage within the County’s site
- Project FAQ sheets
- Key messages and presentation templates for County staff and other project representatives
- Individual stakeholder interviews
- Facilitated small-group stakeholder discussions
- Signature town hall-style events
- Community workshops
- Project “field days” or booths
- Opinion pieces
- Press releases to key local media
- Social media

The most appropriate outreach and engagement techniques will be selected for the project, based on the outreach assessment conducted during Task 9A.

As a part of this task, PMC will work with ICLEI USA, the Local Government Commission, the County, and other appropriate organizations, such as the Bay Conservation and Development Commission (BCDC), to develop a workshop specific to adaptation. Working in tandem with San Mateo County, PMC and ICLEI USA will organize a half-day climate adaptation workshop for relevant county stakeholders. The workshop will focus on identifying how San Mateo County is vulnerable to climate change and provide an opportunity for the County to identify the actions they have decided to move forward with implementing to build community resilience. This workshop will also provide an opportunity for stakeholders in the county to provide feedback on identified strategies. ICLEI USA will collaborate with Dr. Susanne Moser, an expert in climate communications and a member of ICLEI USA’s Climate Adaptation Experts Advisory Committee, and BCDC to organize the workshop.

The budget does not include purchase of advertising or development of original public service announcements. The Project Team has experience and interest in both items; however, budget constraints prohibited their inclusion. We would be open to discussing options to this subtask.

The Project Team will provide content, project graphics, and an online survey for the County’s existing website. Site content will include a project summary, a review of opportunities for participation, climate change tips and facts, and links to other public online resources and documents. The Public Affairs team (including a technical editor) will review all content. The online survey will be developed using the surveymonkey.com tool and will be easily accessed from the project website. PMC will also provide a link to our online carbon counter currently available through the San Mateo Acting Responsibly Together (SMART) website (<http://www.cityofsanmateo.org/index.aspx?nid=1536>).

PMC also has the ability to provide polling hardware/software (Turning Point) that will enable PMC and the County to conduct more participatory meetings. Using small easy-to-use handheld keypads, the software enables audience members to respond immediately and anonymously to multiple-choice questions posed on-screen during staff presentations. The software runs through standard PowerPoint

DETAILED SCOPE OF WORK

presentations, is simple to use, and allows changes to questions and data sorting to be done in real time. The system also records audience responses in an Excel table format so that data gathered during meetings can be preserved and analyzed. The Turning Point software will allow San Mateo County to include an additional factor into its consideration of reduction measure priority—public support.

Deliverables: Draft community outreach and engagement strategy (electronic format)
Final community outreach and engagement strategy (electronic format)
Project website, and updates to the website throughout the project
Survey (draft and final)
Online survey summaries

Task 9C: Workshop Facilitation

PMC will provide trained workshop facilitators for each of the community engagement events, including the two workshops identified in the RFP, as well as for other stakeholder engagement events, for a total of three workshops.

PMC's facilitators are focused on helping communities to do their best thinking, to work together to come to agreements and consensus, and to ensure that all voices are heard in the community planning process. PMC's facilitators design each meeting or workshop to be optimally effective. Participants are given a variety of ways to make their voices heard—small group work, electronic polling, written comments, brainstorming activities. Our meetings are active and engaging, and more importantly, allow for substantive community conversations.

PMC's facilitators will prepare a written approach to each meeting which outlines the agenda, roles of participants, and materials needed to conduct the workshop.

Deliverables: Workshop materials
Sign-in sheets
Agenda(s)
Comment cards
Nametags
Meeting notes
Facilitation supplies (pens, flip charts, sticky notes)
Electronic polling supplies (keypads, polling presentations)

Task 9D: Committee and Hearing Presentations

The PMC project management team will prepare and present technical and project update information at a maximum of one Steering Committee meeting per month for the duration of the project (estimated as 18 months), with the understanding that there will likely be six months without Steering Committee meetings due to the startup and closeout of the project and holidays. Additional presentations may be conducted on a time-and-materials basis.

The PMC project management team will prepare and present project materials at up to six Technical Advisory Committee meetings. These meetings are anticipated to occur at the beginning of the project, at a mid-way point to review policy language, then to review draft documents and at a final stage in the process to review final draft documents.

PMC anticipates preparing and presenting materials for up to six hearings at the completion of the planning process. Attendance at additional hearings may be accommodated on a time-and-materials basis.

DETAILED SCOPE OF WORK

Deliverables: Sign-in sheets
Agenda(s)
Meeting notes
Facilitation supplies (pens, flip charts, sticky notes)

TASK 10: IMPLEMENTATION

As identified in the RFP, a number of priority implementation items included in this scope of work are focused on energy, greenhouse gas emissions reduction, and climate change.

Task 10A: Update to Zoning, Subdivision, and Building Regulations

The update to the Zoning, Subdivision, and Building Regulations will include changes that encourage sustainable, compact, transit-oriented, and mixed-use development in appropriate locations. For example, one change will be to allow mixed-use development as a use by right in appropriate commercially zoned locations. Currently, mixed-use development in commercial areas is permitted only with a use permit, which increases the time, cost, and uncertainty of such proposals and thus discourages the production of residential uses in commercial zones. This separation of uses increases the need for automobile travel, leading to more greenhouse gas emissions. Changing the Zoning Regulations to allow mixed-use development in certain commercial areas will decrease the need for automobile travel and reduce the amount of greenhouse gases produced compared to the existing zoning, which requires uses to be separated. Other changes to the Zoning Regulations will reduce parking requirements in appropriate circumstances, thereby reducing the amount of land devoted to parking and encouraging alternatives to private automobile transportation. The suggested changes to the Zoning Regulations and the Subdivision Regulations are recommendations from the currently proposed Housing Element Update and are meant, in part, to increase the supply and ease of building affordable housing.

Deliverables will be presented as a technical memorandum outlining the suggested changes and proposed language that should be incorporated into the Zoning, Subdivision, and Building Regulations to effectively carry out the updated policies, including those regarding greenhouse gas emissions, energy efficiency, and adaptation.

Deliverables: Administrative draft technical memo (electronic Adobe PDF and MS Word)
Draft technical memo (electronic Adobe PDF and MS Word)
Final technical memo (electronic Adobe PDF and MS Word)

Task 10B: Adaptation

Recognizing the importance of community engagement and buy-in, ICLEI USA will work with County staff to prepare a series of resources designed for engaging the community in climate protection. In addition to sharing San Mateo County's activities with those residing in the county, ICLEI USA will create mechanisms by which the successes of the County can be shared with other local governments across the country.

Create Template Adaptation Presentation

To help the County maintain momentum post-project, ICLEI USA will create a template climate change PowerPoint presentation that representatives from the County can deliver to community members. The sample PowerPoint presentation will include information on how regional climate is changing, mitigation activities the County will be pursuing to reduce emissions, and strategies the County will employ to increase resilience toward climate change. The template presentation will include detailed notes so that any County representative can easily deliver the presentation.

DETAILED SCOPE OF WORK

Create Case Study on San Mateo County's Climate Activities and Share with Other Local Governments

To help ensure that communities outside of Northern California know about the efforts under way in San Mateo County, ICLEI will create a mini case study on the County's efforts. The case study will detail the lessons learned, best practices, and overall successes of the County, and will be posted on the ICLEI USA website and included in the Adaptation Database and Planning Tool users guide.

Deliverables: Adaptation presentation template (draft and final) (MS PowerPoint)
 Summary and case study of San Mateo County (draft and final) (electronic)
 Inclusion of summary and case study on the ICLEI USA website

TASK 11: SUPPLEMENTAL OR FOCUSED ENVIRONMENTAL IMPACT REPORT

As outlined earlier in the project approach, we are recommending the completion of a Supplemental Environmental Impact Report (SEIR) or a Focused EIR, depending on the approach preferred following the review of available materials and a determination by County staff and PMC.

Task 11A: Project Initiation/Project Description/Notice of Preparation/Scoping Meeting

The PMC Project Team will meet with County staff to review the details of the CAP, General Plan Update, and implementation items and determine whether a Supplemental EIR or Focused EIR is the most appropriate document. PMC will work with County staff to develop a detailed outline of the EIR. A project definition package will be prepared that will provide the outline of the EIR, identification as to how the analysis will be prepared, coordination with the project materials, description of the significance criteria (based on the CAP, CEQA Guidelines, and BAAQMD guidelines), and the project description to be used in the analysis. The information will be submitted to the County for review and approval prior to undertaking the technical analysis.

PMC will assist in the preparation of the Notice of Preparation (NOP) and associated Initial Study (IS) that will define the scope of the environmental analysis and scope out environmental issues. Once a determination has been made to complete a Supplemental or Focused EIR, PMC will also detail how the existing General Plan will be utilized in the analysis.

We will prepare an administrative draft of the NOP/IS for County review. Upon receiving comments on the NOP/IS, PMC will revise the documents and provide twenty (20) copies for County distribution. PMC will submit fifteen (15) copies to the State Clearinghouse on behalf of the County. Since the project will require a public scoping meeting, PMC will assist County staff in conducting the meeting, including preparation of presentation materials and meeting facilitation, which will involve the Project Manager.

Deliverables: Start-up meeting with County staff
 One (1) copy of project definition package, to include the Project Description
 Twenty (20) copies of the Notice of Preparation and Initial Study
 Participation in the project scoping meeting

Task 11B: Preparation of the Administrative Draft EIR

PMC will prepare the Administrative Draft EIR, which will consist of the following sections:

DETAILED SCOPE OF WORK

1.0: Introduction

Section 1.0 would provide an introduction and overview describing the intended use of the EIR and the review and certification process.

2.0: Executive Summary (including matrix of project impacts and mitigation measures)

This section will summarize the characteristics of the proposed project and will provide a concise summary matrix of the project's environmental impacts and associated mitigation measures as required under State CEQA Guidelines Section 15123.

3.0: Project Description

The Project Description will be consistent with the requirements of State CEQA Guidelines Section 15124 and will consist of a description of the proposed CAP and General Plan Update.

4.0: Environmental Setting, Impacts, and Mitigation Measures

The EIR will contain an introductory section to the technical analysis that will specify assumptions of the environmental impact analysis in the following general areas:

- Definition of baseline conditions
- Related County activities associated with the updated elements
- General definition of the cumulative setting used in the EIR

As noted above, we expect this Supplemental EIR to primarily focus on expansion of the General Plan 2035 Draft EIR Section 4.D Air Quality/Climate Change to address implementation of the CAP and General Plan Update. The analysis will develop and evaluate new thresholds of significance for climate change and air quality based on the proposed CAP, CEQA Guidelines, and BAAQMD guidelines. The analysis will also address whether the County would be exposed to any environmental effects associated with climate change and include the consideration of adaptation measures. Lastly, the analysis will identify any environmental impacts or benefits associated with the implementation of the CAP and General Plan Update.

Cumulative Impact Summary

PMC will assess the impacts of the project in combination with other known, approved, or reasonably foreseeable development activity in the region. This analysis will be based on a list of known projects in the region as well as development forecasts and analysis conducted in the previous General Plan 2035 EIR.

Alternatives to the Proposed Project

PMC will coordinate with County staff to define up to three reasonable alternatives to the Climate Action Plan and General Plan Update. The alternatives analysis in the EIR will focus on alternatives that avoid or minimize environmental effects.

7.0: Other CEQA Requirements

The EIR will include the other required sections including growth-inducing impacts of the project, significant irreversible environmental effects, and a summary of significant and unavoidable impacts of the project.

DETAILED SCOPE OF WORK

8.0: Report Preparers and References

This section will include the names of all persons and agencies responsible for and references used in the EIR.

Deliverables: Three (3) copies and five (5) CDs of the ADEIR delivered to the County for internal review and comment

Task 11C: Revise Administrative Draft EIR/Prepare Draft EIR

Comments received from County staff regarding the Administrative Draft EIR will be responded to and three (3) hard copies and five (5) CDs of the Screencheck EIR will be delivered to the County for internal review and comment. Upon final approval, PMC will generate twenty (20) hard copies of a Draft Environmental Impact Report. PMC will be responsible for distribution of the Draft EIR to the State Clearinghouse. PMC will provide the Draft EIR on CD-ROM in PDF format for posting on the County's website. PMC will also prepare the Notice of Availability and Notice of Completion for the Draft EIR for County distribution.

PMC will also attend and participate in one public meeting on the Draft EIR, which will include preparation of a presentation on the content of the Draft EIR.

Deliverables: Three (3) hard copies and five (5) CDs of the Screencheck EIR
Twenty (20) copies of the Draft EIR
One (1) master reproducible copy of the Draft EIR to the County
One (1) copy of the Draft EIR on CD-ROM
Attendance at a public meeting on the Draft EIR

Task 11d: Final Environmental Impact Report

At the conclusion of the Draft EIR public review period, the Project Team will respond to all comments received by the County. PMC will work with County staff to prepare responses to comments on the Draft EIR, incorporating the written responses of PMC, in collaboration with County staff, to substantive comments received from the public, the Planning Commission, other agencies, and other responsible or interested parties during the review period for the Draft EIR. Assumptions for budgeting for responses to comments were based upon a reasonable level of effort. Upon completion, three (3) copies of the Administrative Final EIR will be forwarded to the County for review. The Draft EIR, list of commenters on the Draft EIR, comment letters, responses, and errata to the Draft EIR will comprise the Final Environmental Impact Report, which will be a separately bound document. Twenty (20) copies of the Final EIR will be prepared and delivered to the County for distribution. The Final EIR will also be provided on CD-ROM in PDF format and will be made available for posting on the County's website.

Deliverables: Three (3) copies of the Administrative Final EIR
Twenty (20) copies of the Final EIR
One (1) master reproducible copy of the Final EIR to the County
One (1) copy of the Final EIR on CD-ROM

TASK 12: PROJECT MANAGEMENT AND COORDINATION WITH STAFF

PMC recognizes that ultimately the most successful project is one that has been created collaboratively with County staff and the community. Ongoing and active project management is essential to ensure a successful project. This task provides for project management of the PMC Project Team throughout the project. The task includes overall project management, including coordination of team members and

DETAILED SCOPE OF WORK

tasks, preparation of invoices and project updates, general consultation with the County, and team meetings. We envision weekly conference calls with the County during much of the project, with periods during public review or holidays that spread team meetings out to once every few weeks. This approach allows the entire team to stay up to speed on the project. As a component of this task, PMC will generate agendas and notes for each team meeting for the County's records and use in updates to the County Supervisors. The budget for this task recognizes that the PMC team will also communicate with the County team by e-mail and phone throughout the project.

Deliverables: Agenda and meetings notes for weekly team meetings throughout the project (including kick-off)

TASK 13: IMPLEMENTATION PLAN/MONITORING AND TRACKING PROGRAM

PMC will develop an integrated implementation plan and measurement tool to monitor progress in achieving GHG reduction targets on a biannual basis. Based on our understanding of the County's needs, PMC would set up a pilot project on PMC's server for the County to access and use the database for GHG emission tracking purposes for community emissions. The tool will be based on a graphic interface that displays San Mateo County community-wide climate activities chronologically along the County's GHG reduction graph. Hand in hand with this tool will be a procedural manual for using the tool and updating GHG inventory data.

The database includes an interactive spreadsheet for tracking GHG emission reductions, a system for storing and tracking correspondence, and a place to store reference documents, digital images, and maps. This database enables the County to sort GHG emission reduction measures based on required implementation timing, responsible agency, and level of success/completion. By allowing specific triggers to be checked off at specific phases of the County's GHG emission reduction program, the County will be able to save time reviewing reports, tracking data manually, and verifying that measures are fully completed. With this tool, the County is able to search for emission reduction implementation locations/programs by location, reference number, responsible agency, or project name. Because this program is Web-based, project managers and monitors are able to access the project file from remote locations, and once tracking begins, the public will be able to track the progress of the programs without needing to contact the County directly for updates. In the interest of security and confidentiality, the County is able to set permission levels for system access.

Each proposed action and sub-action included in the Climate Action Plan will be highlighted in the system with information such as a description, intended start date, expected benefits, expected cost, and more. The system will allow staff to regularly change this information and update the progress of each action. PMC will create a mechanism for GHG and energy reductions to be reported per action based on performance metrics. For instance, a staff member could edit the proposed action pertaining to bike lanes and bike storage facilities to inform the system that 10 miles of bike lane have been installed. The system would automatically generate a GHG reduction from this update. The system would then alter the estimated total emissions from community-wide sources, thus updating San Mateo County's progress in achieving local and AB 32 reduction targets.

The tool will allow for an annual assessment of progress toward GHG reduction goals for the community and will project the County's ability to meet its future GHG reduction goals. Throughout the development of the program, PMC will work with DPW to ensure compatible approaches to tracking data are used to ensure accessibility by either system if interaction between databases is desired.

PMC will provide training and advice to the County on use of the tool. PMC will address any comments or modification requests identified by the County during the training session to produce the final

DETAILED SCOPE OF WORK

tracking tool. We will provide a short memorandum to the County describing changes to the tool and include any additional instructions for its use.

PMC will provide use of the proprietary electronic database by the County of San Mateo per PMC's Limited Use License Agreement. Following implementation, two options for continued program support exist:

- **Option 1** – Support Services for Monitoring Database: PMC staff will provide routine and on-call support services on a time-and-materials basis for the database including refinement of the database to further meet County needs and correction of any operational issues. This option could also include the provision of upgrades purchased by the County from PMC.
- **Option 2** – Support Services for Monitoring Activities: PMC staff will provide on-call services on a time-and-materials basis to support the County's greenhouse gas emissions monitoring activities. Services would be provided on an on-call basis at the direction of the County.

As monitoring for greenhouse gas emissions is an evolving field, this task is relatively flexible to allow for changes in expectations and best management practices throughout the project timeline.

Deliverables: Monitoring system (administrative draft, draft, and final)
Staff training and support (as outlined and per option 1 or 2 above)



Budget

Task	Principal Project Director		Project Manager, Task Managers, Technical Advisors		Air Quality, Transportation, Finance Manager		Senior Planners, Outreach, GIS, Website		PMC Climate Protection Planners		PMC Admin/ Graphics, Assistant Staff		Subconsultants		Totals		
	Hrs	\$150	Hrs	\$125	Hrs	\$140	Hrs	\$115	Hrs	\$65	Hrs	\$60	F&P	IC/LEI	ME/MA	Hrs	\$ total
Task 1 Vulnerability Assessment	2	\$300	15	\$1,875	4	\$560	10	\$1,150	10	\$950	0	\$0	\$0	\$23,000	\$0	\$0	\$0
Task 2 GHG Inventory and Forecast	2	\$300	15	\$1,875	10	\$1,400	10	\$1,150	60	\$5,700	5	\$300	\$4,540	\$1,600	\$0	\$0	\$0
Task 3 Energy Reduction Strategy	1	\$150	5	\$625	1	\$140	1	\$115	5	\$475	0	\$0	\$0	\$0	\$0	\$0	\$8,000
Task 4 Refine Targets	1	\$150	5	\$625	1	\$140	1	\$115	1	\$95	1	\$60	\$0	\$0	\$0	\$0	\$0
Task 5 Identify Reduction Measures	2	\$300	15	\$1,875	2	\$280	10	\$1,150	30	\$2,850	4	\$240	\$3,000	\$1,000	\$1,000	\$1,500	\$1,500
Task 6 Reduction Measure Quantification	5	\$750	25	\$3,125	10	\$1,400	10	\$1,150	90	\$8,550	20	\$1,200	\$3,500	\$5,000	\$0	\$0	\$900
Task 7A Administrative Draft CAP	4	\$600	20	\$2,500	5	\$700	10	\$1,150	20	\$1,900	10	\$600	\$1,290	\$0	\$0	\$0	\$0
Task 7B Public Draft CAP	1	\$150	10	\$1,250	2	\$280	5	\$575	20	\$1,900	5	\$300	\$700	\$0	\$0	\$0	\$0
Task 7C Final CAP	1	\$150	5	\$625	1	\$140	2	\$230	10	\$950	5	\$300	\$0	\$0	\$0	\$0	\$0
Task 8A Administrative Draft GPU Elements	20	\$3,000	40	\$5,000	20	\$2,800	10	\$1,150	30	\$2,850	10	\$600	\$2,000	\$0	\$0	\$0	\$10,000
Task 8B Draft GPU	2	\$300	20	\$2,500	5	\$700	10	\$1,150	20	\$1,900	10	\$600	\$0	\$0	\$0	\$0	\$2,000
Task 8C GPU Referrals	2	\$300	2	\$250	0	\$0	0	\$0	2	\$190	0	\$0	\$0	\$0	\$0	\$0	\$1,000
Task 8D Public Review GPU	2	\$300	2	\$250	0	\$0	0	\$0	10	\$950	10	\$600	\$0	\$0	\$0	\$0	\$0
Task 9A Assessment	2	\$300	10	\$1,250	0	\$0	20	\$2,300	10	\$950	5	\$300	\$0	\$0	\$0	\$0	\$0
Task 9B Strategy	2	\$300	5	\$625	0	\$0	5	\$575	1	\$95	0	\$0	\$0	\$0	\$0	\$0	\$0
Task 9C Workshop Facilitation	10	\$1,500	30	\$3,750	10	\$1,400	100	\$11,500	30	\$2,850	20	\$1,200	\$8,000	\$0	\$0	\$0	\$0
Task 9D Steering Committee and Hearings	10	\$1,500	80	\$10,000	10	\$1,400	20	\$2,300	20	\$1,900	10	\$600	\$0	\$0	\$0	\$0	\$2,500
Task 10A Zoning Regulations	20	\$3,000	40	\$5,000	0	\$0	20	\$2,300	30	\$2,850	10	\$600	\$0	\$0	\$0	\$0	\$5,000
Task 10B Adaptation	1	\$150	5	\$625	0	\$0	10	\$1,150	10	\$950	5	\$300	\$0	\$0	\$0	\$0	\$0
Task 11 Supplemental Environmental Impact Report (SEIR)	10	\$1,500	9	\$1,125	0	\$0	20	\$2,300	10	\$950	5	\$300	\$0	\$0	\$0	\$0	\$0
Task 11A SEIR Scoping	5	\$750	10	\$1,250	10	\$1,400	50	\$5,750	20	\$1,900	20	\$1,200	\$0	\$0	\$0	\$0	\$0
Task 11B Administrative Draft SEIR	2	\$300	2	\$250	10	\$1,400	10	\$1,150	5	\$475	10	\$600	\$0	\$0	\$0	\$0	\$0
Task 11C Public Review Draft SEIR	4	\$600	4	\$500	2	\$280	10	\$1,150	10	\$950	5	\$300	\$0	\$0	\$0	\$0	\$0
Task 11D Final SEIR	15	\$2,250	90	\$11,250	0	\$0	0	\$0	0	\$0	0	\$0	\$2,500	\$0	\$0	\$0	\$1,000
Task 12 Project Management	5	\$750	15	\$1,875	4	\$560	40	\$4,600	25	\$2,375	10	\$600	\$2,000	\$0	\$0	\$0	\$0
Task 13 Implementation/Monitoring	5	\$750	15	\$1,875	4	\$560	40	\$4,600	25	\$2,375	10	\$600	\$2,000	\$0	\$0	\$0	\$0

*Assumes minimal additional public comments received.
 **Direct costs are for Turning Point for public meetings, minimal workshop materials, and subconsultant direct costs.
 Reproduction is not included in this scope as the majority of work will be delivered electronically (except as outlined in the scope for the SEIR).
 PMC is able to provide reproduction services on a time and materials basis if desired. Additional meetings would be provided on a time and materials basis.

3 pgs

**SAN MATEO COUNTY
MEMORANDUM**

DATE: December 20, 2010
TO: Faiza Steele FAX: 363-4864 PONY: HRD 163
FROM: Virginia Dichl, Planning *VD*
FAX: 4849 PONY: PLN122
SUBJECT: Contract Insurance Approval

The following is to be completed by the department before submission to Risk Management:

CONTRACTOR NAME: PMC

DOES THE CONTRACTOR TRAVEL AS A PART OF THE CONTRACT SERVICES?:

Generally no, however PMC may travel to project meetings for this contract.

NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR: 117 employees firm-wide; 15 PMC professional employees and various administrative support for this specific project.

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY: San Mateo County's Energy Efficiency and Climate Change Update to the General Plan, Climate Action Plan, and Implementation

The following will be completed by Risk Management:

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability	\$1,000,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability	\$1,000,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Liability	\$1,000,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation	Statutory	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS/COMMENTS:

Faiza Steele
Risk Management Signature

12/22/10
Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/16/2010

PRODUCER HEFFERNAN PROFESSIONAL PRACTICES License Number: 0564249 1855 W. Katella Avenue, Suite 255 Orange, CA 92867	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Pacific Municipal Consultants dba: PMC 2729 Prospect Park Drive #220 Rancho Cordova, CA 95670	INSURER A: Employers Fire Insurance	20648
	INSURER B: One Beacon American Insurance	21970
	INSURER C: Continental Casualty Company	20443
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	2U15731	07/01/10	07/01/11	EACH OCCURENCE	\$2,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
						MED EXP (Any one person)	\$5,000
						PERSONAL & ADV INJURY	\$2,000,000
						GENERAL AGGREGATE	\$4,000,000
						PRODUCTS - COMPI/OP AGG	\$4,000,000
							\$-
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> <input type="checkbox"/>	2U15731	07/01/10	07/01/11	COMBINED SINGLE LIMIT (Each Occurrence)	\$2,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/>	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/>	Not Applicable			AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
A	<input type="checkbox"/>	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	2U15731	07/01/10	07/01/11	EACH OCCURENCE	\$2,000,000
						AGGREGATE	\$2,000,000
							\$
							\$
							\$
B	<input type="checkbox"/>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	406029306	07/01/10	07/01/11	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
						E.L. DISEASE - POLICY LIMIT	\$1,000,000
C	<input type="checkbox"/>	OTHER Professional Liability	MCA288307507	07/01/10	07/01/11	Per Claim	\$2,000,000
						Aggregate	\$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Projects as on file with the insured including but not limited to Energy Efficiency & Climate Change Update to County's General Plan; Climate Action Plan; Implementation. The County of San Mateo, its officers agents employees & servants are named as additional insureds on general liability policy-see attached endorsement.

CERTIFICATE HOLDER

County of San Mateo
 Dept of Planning & Building
 Attn: Matt Seubert; 455 County Ctr, 2nd Fl.
 Redwood City, CA 94603

CANCELLATION *10 days notice for non-payment of premium.

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDORSE TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND ON THE INSURER, TO AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE 

Architects and Engineers Extender Additional Insured Language*

The following policy language is from Employers Fire Insurance Company Business Owners Liability Coverage Form G15911 03 05:

Form G15911 03 05 Amends the Commercial General Liability Coverage Form:

1. The following are added to Section II – Who is an Insured:
 - a. **Person or organization required by Written Contract**

Any person or organization that you agree to add as additional insured under this General Liability coverage Part in a written contract or agreement that is made before, and in effect when, the "bodily injury" or "property damage" occurs or the offense that causes the "personal and advertising injury" is first committed, but only with respect to that person's or organization's liability arising out of your non-professional work for that person or organization.
However such person or organization is not an additional insured with respect to any:

 - (1) "Bodily Injury", "property damage", or "personal and advertising injury" that does not arise out of:
 - (a) Your Negligence; or
 - (b) The negligence of another person or organization for whom you are liable;
 - (2) "Bodily injury: "property damage" or "personal and advertising injury for which such person or organization has assumed liability in a contract or agreement, except for liability for damages that such person or organization would have in the absence of the contract or agreement.
 - (3) "Property Damage" to:
 - (a) Property owned, used or occupied by or loaned or rented to, such person or organization; or
 - (b) Property over which such person or organization is for any purpose exercising physical control;
 - (4) All Professional liability as an architect or engineer arising out of any construction agreement or activities under which any insured or anyone acting on any insured's behalf provides or provided service, advise, expertise or work. Construction includes, but is not limited to, the plan, conception, design, build, construct, assembly, development, safety, erection formation, reconstruct, repair, or in any improvement made to real property. Construction also includes the hiring, supervision or management of these activities.
However, this exclusion does not apply to liability arising out of an insured's presence at a jobsite that was not caused by professional activities listed in the above paragraph.

Primary & Non-Contributory: This insurance will be considered primary to, and non-contributory with any other insurance issued directly to a person or organization added as an additional insured.

Per Project Aggregate: Section III Limits of Insurance is amended by adding the following: The General Aggregate Limit under Section III- Limits of Insurance applies separately to each of "your projects" or each location listed in the location information in the common policy declarations.

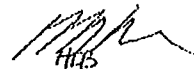
Separation of Insureds: Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in the Coverage Part to the First Named Insured, this insured applies:

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

Waiver of Subrogation: Transfer of Rights of Recovery Against Other to Us in Section IV – Commercial General Liability Conditions: However, we waive the right of recovery and proceeds we may have against any person or organization that is added as an additional insured under I.1.a

- a. Because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" in ongoing operations include or included in the "products-completed operations hazard" and
- b. Performed under a written contract or agreement that is made before, and in effect when, the "bodily injury" or "property damage" occurs or the offense that causes the "personal and advertising injury" is committed; and
- c. You specifically agree in such written contract or agreement to waive those rights of recovery and proceeds for such person or organization.

NAMED INSURED: Pacific Municipal Consultants dba: **POLICY NUMBER:** 2U15731
PMC



AUTHORIZED REPRESENTATIVE

*From Form: G15911 03 05

**County of San Mateo
Contractor's Declaration Form**

I. CONTRACTOR INFORMATION

Contractor Name:	PMC	Phone:	916-361-8384
Contact Person:	Philip O. Carter	Fax:	916-361-8384
Address:	2729 Prospect Park Drive, Suite 220 Rancho Cordova, CA 95670		

II. EQUAL BENEFITS (check one or more boxes)

Contractors with contracts in excess of \$5,000 must treat spouses and domestic partners equally as to employee benefits.

- Contractor complies with the County's Equal Benefits Ordinance by:
 - offering equal benefits to employees with spouses and employees with domestic partners.
 - offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- Contractor does not comply with the County's Equal Benefits Ordinance.
- Contractor is exempt from this requirement because:
 - Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for less than \$5,000.
 - Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to offer equal benefits when said agreement expires.

III. NON-DISCRIMINATION (check appropriate box)


- Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
- No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.

IV. EMPLOYEE JURY SERVICE (check one or more boxes)

Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.

- Contractor complies with the County's Employee Jury Service Ordinance.
- Contractor does not comply with the County's Employee Jury Service Ordinance.
- Contractor is exempt from this requirement because:
 - the contract is for less than \$100,000
 - Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to comply when the collective bargaining agreement expires.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.



Signature

12-20-10

Date

Philip O. Carter

Name

President

Title