



REQUEST FOR PROPOSALS

On-Call Professional Services for Public Works Projects within the
County of San Mateo

County of San Mateo
Department of Public Works

Date: July 16, 2015

**Responses Must be Received by 4:00 p.m. on August 18,
2015**

\\pw-fs1\data\users\design\gil group\2015 on-call engineering\2015 on-call rfp\2015 on-call rfp.docx

On-Call Professional Services for Public Works Projects within the County of San Mateo

Proposals must be submitted to:

Department of Public Works
James C. Porter, Director of Public Works
555 County Center, Fifth Floor
Redwood City, CA 94063-1665
Attention: Gil Tourel, Principal Civil Engineer

**By 4:00 P.M. Pacific on
August 18, 2015**

PROPOSALS WILL NOT BE ACCEPTED AFTER THIS DATE AND TIME

Note regarding the Public Records Act:

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

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

(RFP template rev. 3/12)

TABLE OF CONTENTS

SECTION I - GENERAL INFORMATION	4
SECTION II - RFP PROCEDURE	5
A. TENTATIVE SCHEDULE OF EVENTS.....	5
B. SUBMISSION OF PROPOSALS.....	5
C. CONFIDENTIALITY OF PROPOSALS	6
D. PROPOSAL EVALUATION.....	7
E. PROPOSAL RECOMMENDATION.....	8
F. NOTICE TO PROPOSERS	8
G. PROTEST PROCESS	8
SECTION III – GENERAL TERMS AND CONDITIONS.....	9
SECTION IV – SCOPE OF WORK	12
SECTION V – PROPOSAL SUBMISSION REQUIREMENTS	23
A. General Instructions	23
B. Cover Letter	23
C. Specified Content and Detailed Sequence of Information in the RFP	23
D. Tabbing of Sections	24
SECTION VI - ENCLOSURES	26
Enclosure 1. Contractor’s Declaration Form	
Enclosure 2. Standard County Agreement with Independent Contractor (including Exhibits A and B)	
Enclosure 3. Chapters 2.84 of the Ordinance Code of San Mateo County	
Enclosure 4. Chapters 2.85 of the Ordinance Code of San Mateo County	
Enclosure 5: CEQA Checklist	
Enclosure 6: County of San Mateo Quality Assurance Program	

SECTION I - GENERAL INFORMATION

STATEMENT OF INTENT

As outlined in more detail in Section IV (Scope of Work), this Request for Proposals (RFP) seeks submittals for professional services on an on-call basis. These services include consulting needs as necessary for a variety of projects in the County. The target commencement date and term for the proposed services is October 2015 through October 2018, subject to negotiation of a final agreement.

BACKGROUND

The Department of Public Works (the "Department"), plans, designs, constructs, operates and maintains facilities and equipment that are safe and accessible to the clients of County agencies, the general public and County employees. The Department advises the Board of Supervisors on all public works issues, including rates and charges for services that are fair to both the users and service providers. Public Works has a budget of approximately \$200 million and is comprised of over 300 employees in four divisions: Administrative Services and Airports, Engineering and Resource Protection, Facility Services, and Road Services. The budget includes federal and state funds earmarked for aviation and transportation, gas taxes to maintain 316 miles of County roads, and property taxes and service charges to provide various services to the 46 special districts governed by the Board of Supervisors and administered by the Department.

The County may qualify multiple Consultants to provide Professional On-Call services and negotiate agreements with firms. When requested, the Consultant shall develop a brief proposal providing a scope of work, schedule for the work, and a free proposal for the work. The scope of work, schedule and fee will then be negotiated. **Being selected does not guarantee that a Consultant will be requested to submit on any project nor that the Consultant will receive any assignments.** Consultants should note that future work assignment would be based on the quality of work product produced, timely submittal of deliverables, and the Consultants ability to meet staff's expectations. The number of projects is unknown, as the volume of work assigned to Consultant is dependent on the Department staff workload and funding availability.

The not-to-exceed amount for the agreement will range from \$300,000 and up to potentially \$800,000 based on the number of categories the Consultant is awarded.

THE REQUEST FOR PROPOSALS PROCESS

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

delivering services of a similar scope and type and local availability of the proposer's personnel and equipment resources.

SECTION II - RFP PROCEDURE

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

A. TENTATIVE SCHEDULE OF EVENTS

EVENT	TARGET DATE
1. RFP Release Date	July 16, 2015
2. Deadline to Submit Written Questions	August 4, 2015
3. Release of Responses to Written Questions	August 11, 2015
4. Proposal Deadline – Proposals Must be <u>RECEIVED</u> by 4:00 p.m. on This Date	August 18, 2015
5. Announcement of Standing	September 8, 2015
6. Protest Deadline	September 15, 2015
7. Recommendation to Board of Supervisors	October 20, 2105
8. Contract Start Date	October 20, 2015

B. SUBMISSION OF PROPOSALS

Proposal: One (1) original, three (3) copies, and one (1) PDF copy on a CD must be received and date stamped by the Department no later than 4:00 p.m. on Tuesday, August 18, 2015 as listed in the TENTATIVE SCHEDULE OF EVENTS. Proposals should be in the format required in Section V (Proposal Submission Requirements). There will be no public opening of proposals. All proposals shall be firm offers, and will so be considered by the County, although the County reserves the right to negotiate terms upon evaluation of the proposals. Proposals will be considered valid offers for a period of ninety (90) days following the close of the RFP.

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

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

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

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

Attention: Gil Tourel, Principal Civil Engineer

Upon receipt by the Department, all proposals will be date/time stamped. All proposals received prior to the deadline for proposals will be kept in a secure place.

C. CONFIDENTIALITY OF PROPOSALS

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

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

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

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

D. PROPOSAL EVALUATION

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

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

1. Firm qualifications and experience, including capability and experience of key personnel and experience with other public or private agencies to provide these services
2. Proposed approach, including clarity of understanding of the scope of services to be provided and appropriateness of the proposed solution/services
3. History of successfully managing other contracts with public or private agencies
4. Claims and violations against you or your organization
5. References
6. Compliance with County RFP & contractual requirements

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

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

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

E. PROPOSAL RECOMMENDATION

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

F. NOTICE TO PROPOSERS

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

G. PROTEST PROCESS

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

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

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

SECTION III – GENERAL TERMS AND CONDITIONS

1. **Read all Instructions.** Please read the entire RFP and all enclosures before preparing your proposal.
2. **Proposal Includes the RFP.** This RFP constitutes part of each proposal and includes the explanation of the Department's needs, which must be met.
3. **Proposal Costs.** Costs for developing proposals are entirely the responsibility of the proposer and shall not be charged to the Department or otherwise reimbursed by the County.
4. **Proposal Becomes County Property.** The RFP and all materials submitted in response to this RFP will become the property of the County.
5. **Questions and Response Process.** Submit all questions relating to this RFP by one of three methods:

A. Mailed to: Krzysztof Lisaj
Associate Civil Engineer
555 County Center, 5th Floor
Redwood City, CA 94063-1665

B. E-mailed to: DPWoncall@smcgov.org

C. Faxed to: (650) 361-8220 Attn: Krzysztof Lisaj

All questions must be received no later than 4:00 p.m. on Tuesday August 4, 2015.

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

<http://publicworks.smcgov.org/2015-On-Call-RFP>

The Department may, at its option, email prospective proposers with the questions and answers in addition to posting them on the website listed above. If you wish to receive such notice, you may email DPWoncall@smcgov.org with your request before you submit a proposal.

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

6. **Alteration of Terms and Clarifications.** No alteration or variation of the terms of this RFP are valid unless made or confirmed in writing by the County.

Likewise, oral understandings or agreements not incorporated into the final contract are not binding on the County.

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

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

7. **Selection of Consultants(s).** The selection of a consultant will be memorialized in the form of a "County Agreement with Independent Contractor" (see the sample template at Section VI , Enclosures 2-4), authorized by a resolution of the County Board of Supervisors and signed by both parties.

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

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

8. **Equal Benefits.** With respect to the provision on employee benefits, Consultant must comply with the County Ordinance prohibiting discrimination in the provision of employee benefits between a full-time employee with a registered domestic partner and one with a spouse. See Section VI, Enclosure 3.
9. **Jury Duty.** The consultant must comply with the County Ordinance requiring that the consultant have and adhere to a written policy the provides its full-time

employees who live in San Mateo County with no fewer than five days of regular pay for actual jury service in San Mateo County. This policy may provide that employees deposit any fees received for such jury service with the consultant or that the consultant deduct the from the employee's regular pay the fees received for jury service. See Section VI, Enclosure 4. If the proposer has no employees that qualify for jury duty in San Mateo County, the proposer may satisfy this requirement by providing the County with written confirmation of the fact that (1) it has no such employees and (2) its policy is to comply with the jury duty pay ordinance with respect to any future qualifying employees.

10. **Insurance.** The County has certain insurance requirements that must be met. In most situations those requirements include the following: the consultant must carry \$1,000,000 or more in comprehensive general liability insurance; the consultant must carry motor vehicle liability insurance, and if travel by car is a part of the services being requested, the amount of such coverage must be at least \$1,000,000; if the consultant has two or more employees, the consultant must carry the statutory limit for workers' compensation insurance; if the consultant or its employees maintains a license to perform professional services (e.g., architectural, legal, medical, psychological, etc.), the consultant must carry professional liability insurance; and generally the consultant must name the County and its officers, agents, employees, and servants as additional insured on any such policies (except workers compensation). Depending on the nature of the work being performed, additional requirements may need to be met.
11. **Incomplete Proposals May be Rejected.** If a proposer fails to satisfy any of the requirements identified in this RFP, the proposer may be considered non-responsive and the proposal may be rejected.
12. **Contact With County/Department Employees.** As of the issuance date of this RFP and continuing until the final date for submission of proposals, all proposers are specifically directed not to hold meetings, conferences, or technical discussions with any County employee for purposes of responding to this RFP except as otherwise permitted by this RFP. Any proposer found to be acting in any way contrary to this directive may be disqualified from entering into any contract that may result from this RFP.

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

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

omissions in this document. The County reserves the right to waive or modify any requirements of this RFP when it determines that doing so is in the best interest of the County.

SECTION IV – SCOPE OF WORK

Description: The Department is seeking professional services for the following categories:

1. Engineering Design
2. Environmental Study and Document Preparation
3. Structural Engineering
4. Surveying
5. Hydraulic and Hydrologic Engineering
6. Geotechnical Engineering
7. Traffic Engineering and Analysis
8. Biological Monitoring
9. Construction Management

The consultants shall provide services to include, but not be limited to: civil engineering design, project management, construction management, environmental permitting and analysis, biological monitoring, structural investigation and design, topographical surveys, hydraulic and hydrologic studies, geotechnical studies, and other various professional services. Consultants may submit for and qualify to provide services in more than one category or they may limit their submittal to one of the above categories. Indicate in your cover letter the categories for which you are submitting.

As part of the various categories, the Consultant will need to provide the following tasks, if required;

- Prepare Plans (AutoCAD Civil 3D), Specifications, and Engineer's Estimate (PS&E) packages at the 60%, 90%, 100% Draft and 100% Final stages.
- Compile, respond and incorporate comments on the 60%, 90%, 100% Draft and 100% Final stages.
- Consultant shall provide backup documentation on the plans, specifications, and engineer's estimate. (i.e quantity take offs, calculations, AutoCAD drawings, field data)
- Consultant shall provide a project schedule and provide updates the schedule, as needed.
- Consultant shall coordinate closely with County staff at each stage of the work
- Consultant shall prepare meeting agenda, record meeting minutes, and distribute meeting minutes to all attendees.
- Prepare for, attend, and present at community meetings, as necessary
- Have experience with multi-agency coordination.

As part of the various categories outline below, the Consultant will need to be familiar with the following documents. This is not intended to be a comprehensive list of materials, and requirements may change throughout the contract term.

- Caltrans 2006 Standard Plans and Specifications
- California 2012 Manual on Uniform Traffic Control Devices (CAMUTCD)
- San Mateo County Standard Plans and Specifications
- Regional Water Quality Control Board (RWQCB) C.3 and C.6 Requirements
- 2009 Manual on Uniform Traffic Control Devices (MUTCD)
- Highway Design Manual
- Department of Public Works Quality Assurance Program (QAP)

Length of Agreement: The anticipated duration of the agreement will be for three (3) years.

Category 1 – Engineering Design

The County is seeking a Consultant with experience in the preparation of design plans, specifications, cost estimates (PS&E), and contract documents for various projects. The types of projects include, but are not limited to, street widening projects, street reconstruction, street resurfacing, chip, cape and slurry seal projects, park trails and facilities, pedestrian facilities, bicycle facilities, and street landscaping.

The scope of work will be established prior to the issuing of a task order; projects may include all phases of the project development and may include, but is not limited to the following:

- Perform field surveys and investigations, including but not limited to; topographical surveys, field visits to verify utility locations, and potholing to determine utility depths.
- Perform field testing, including but not limited to, soil borings, soils analysis, and any other tests deemed necessary by the Engineer. Tests will be performed to current Caltrans standards.
- Perform studies, including but not limited to, traffic studies, feasibility studies, drainage studies and any other study required for the project, as deemed necessary by the Engineer.
- Prepare base maps, preliminary layouts, estimates of probable costs and alternatives. Provide survey services necessary as required by the project scope.
- Prepare quantity calculations, pavement design, structural calculations, and other items needed to support project design.
- Coordinate with utilities to resolve utility conflicts.
- Process plans through regulatory agencies, such as, Army Corps of Engineers, California Department of Fish and Wildlife, US Fish and Wildlife, Regional Water Quality Control Board, Caltrans, Coastal Conservancy, County Planning Department, and any other agencies required to obtain permits or clearance.
- Consultant shall be familiar with storm water and sewer design, streetlight design, traffic signal design and timing, utility undergrounding, and construction staging.
- Attend pre-construction meetings.

- Provide construction support for questions that arise during project construction, including reviewing submittals, RFI's and shop drawings.
- Review Storm Water Pollution Prevention Plan and requirements (SWPPP) of the Regional Water Quality Control Board C.6 Requirements.
- Provide peer review and value engineering of plans.
- Best Management Practices (BMP) design.
- Design of Low Impact Development (LID) Improvements.
- Green Infrastructure Design.

The Consultant will need to be familiar with the existing Municipal Regional Permit issued by the RWQCB and how it is applied to the design of LID and Green Infrastructure. The Consultant's attention is directed to the fact that the RWQCB is in the process of developing and updating the Municipal Regional Permit, which is planned to be finalized and adopted in the near future. The Consultant shall design LID and Green Infrastructure to the latest adopted version of the Municipal Regional Permit.

Category 2 Environmental Study and Document Preparation

Consultant shall provide professional engineering services that may include reports and coordination with applicable code enforcing and environmental agencies, site analysis, coordination with applicable local, state, and federal jurisdictions, and regulatory permit acquisition for a variety of public works type projects.

The scope of work will be established prior to the issuing of a task order; projects may include all phases of the project development and may include, but is not limited to the following:

- CEQA/NEPA compliance
- Phase I & II Environmental Site Assessments
- Initial Study
- Negative Declaration
- Mitigated Negative Declaration
- Environmental Impact Statement
- Environmental Impact Report
- Regulatory Agency Permitting
- Review of environmental work performed by others
- Mitigation Monitoring and Reporting Program (MMRP)
- Preparation of various studies needed to support Environmental Documents that are accurate and defensible
 - Wetland Delineation
 - Cultural Resources Survey Report
 - Habitat Assessment(s)
 - Biological Assessment(s)
 - Preliminary Delineations of Waters of the United States Report
 - Steelhead Habitat Assessment

- Environmentally Sensitive Area (ESA) Assessments
- Noise Studies
- Air Quality Studies
- Transportation Studies
- Water Quality/Supply Studies
- Stormwater/Wastewater Control Management
- Hazards and Hazardous Materials Studies
- Green House Gas emissions

The Consultant shall have experience working with the various regulatory agencies and have knowledge of the permit application process for the following agencies at a minimum:

- U.S. Army Corps of Engineers
 - Section 404 Permit Application
- CA Fish and Wildlife Service
 - Streambed Alteration Agreement
- San Francisco Bay Regional Water Quality Control Board
 - 401 Certification and/or Water Discharge Requirements
- US Fish and Wildlife Service
- CA Department of Fish and Game
 - Consultation on Endangered Species
- National Marine Fisheries Services (including National Oceanic and Atmospheric Administration)
- National Pollutant Discharge Elimination System (NPDES) permit
- Endangered Species Act (ESA) section 7 & 10
- Incidental Take Permit

The Consultant shall perform CEQA review based on the Department of Planning's CEQA Checklist (Enclosure 5). When a public review period is required, the Consultant shall be responsible for distribution and public advertising of the CEQA document. The Consultant shall review and track all comments received on the document, respond to all comments received, and file all necessary documentation to adopt and certify the environmental document. Consultant may be required to present information or respond to questions during meetings in which documents are being considered for approval or certification.

In addition to preparing environmental documents, the Consultant may potentially be required to provide design services for bio-engineering elements in various projects. The work may include stabilization of creek banks, incorporation of environmentally friendly solutions and potential creek realignment solutions. The Consultant must show past projects where environmentally creative solutions were used in place of hard structural elements that were successfully permitted and constructed.

Category 3 Structural Engineering

Consultant to provide structural engineering services for a variety of projects. The work will include structural analysis, design, peer review, and evaluation. Work may include but will not be limited to the design of retaining walls, pedestrian and vehicular bridges, trail facilities, and footings. The Consultant shall provide design services for various projects requiring structural engineering to the latest structural and seismic provisions.

The scope of work will be established prior to the issuing of a task order; projects may include all phases of the project development and may include, but is not limited to the following:

- Bridges
- Retaining walls
- Footings
- Foundations
- Building pads
- Inspections
- Seismic retrofit and rehabilitation
- Structural modeling and analysis
- Building Information Modeling (BIM)

Consultant shall provide all back up calculations for any structural design elements. The Consultant will also provide field inspection of existing structural elements to ensure compliance with approved design plans and specifications. The Contractor will be required to provide the following items:

- Analysis
- Building Information Modeling (BIM)
- Reports
- Quality Control
- Value Engineering

Category 4 Surveying

Consultant shall provide surveying services for various projects. These services may include field surveying, aerial mapping, 3-D and laser scanning.

The scope of work will be established prior to the issuing of a task order; projects may include all phases of the project development and may include, but is not limited to the following:

- Construction staking and layout
- Horizontal and vertical alignments
- Determine locations of property lines, boundaries, easements and rights-of-way
- Construction surveys for improvement projects

- Establish and adjust benchmarks
- Establish and monument street center lines
- Traditional topographic surveys and aerial topographic surveys to determine locations and elevations of existing improvements, structures, and topographic features
- Perform research and survey work related to property divisions and mergers
- Perform research and survey work related to public and private land ownership, public and private easements, public improvements, construction, and historic information
- Prepare and interpret deeds and descriptions
- Develop legal descriptions and plat maps
- Aerial photography/mapping
- 3-D/laser scanning
- Other survey-related tasks as necessary

Consultant shall provide all drawings in AutoCAD Civil 3D and all source files for survey work.

Category 5 Hydraulic and Hydrologic Studies

Consultant shall provide needed hydraulic and hydrologic studies as required by the County for various creeks, watersheds, and stormwater infrastructure.

The scope of work will be established prior to the issuing of a task order; projects may include all phases of the project development and may include, but is not limited to the following:

- Hydraulic and Hydrologic Modeling and Studies
- 3-D and 2-D modeling (HEC-RAS, SWMM5, StormCAD, etc.)
- Regional Water Quality Control Board (RWQCB) C.3 Requirements
- Storm basin design and analysis
- Drainage Report
- Floodplain Analysis
- Scour Analysis
- Bridge Hydraulic Reports
- Watershed Analysis
- Flood Control Analysis
- Hydrographs
- River/Creek Restoration
- Pipe Network Evaluation
- Water Quality Analysis
- Erosion Protection

Category 6 Geotechnical Engineering

The Consultant shall provide geotechnical engineering services. These will include investigation into landslide, slope stability, repairs and retaining walls.

The scope of work will be established prior to the issuing of a task order; projects may include all phases of the project development and may include, but is not limited to the following:

- Slope stability, analysis and evaluation
- Slide repairs
- Retaining walls
- Erosion control
- Bank stabilization
- Site inspections and monitoring
- Subsurface investigations
- Feasibility studies
- Geotechnical Investigations

Consultant will provide recommendations by performing preliminary geotechnical investigations; this will include a report that presents the data regarding the subsurface conditions at specific locations, and the recommendations for the design of proposed, retaining walls, foundations, and other structural components.

Category 7 Traffic Engineering and Analysis

Consultant shall provide various traffic engineering and analysis services in support of project designs and as needed.

The scope of work will be established prior to the issuing of a task order; projects may include all phases of the project development and may include, but is not limited to the following:

- Prepare and review Signage and Striping Plans
- Perform and review various field surveys including but not limited to; traffic counts (pedestrian, bicycle, and vehicle counts), traffic speed surveys,
- Prepare and review various studies including but not limited to; Parking Studies, Traffic Volume Studies, Traffic Impact Studies, Traffic Speed Surveys, Transportation Planning Studies.
- Perform design services on various traffic related items including but not limited to; traffic signal design, traffic signal timing, traffic calming features, Intelligent Transportation Systems (ITS).
- Create Traffic handling plans for various construction projects.
- Researching of accident history.
- Consultant shall have experience with at-grade crossing of railroads
- Perform traffic signal timing analysis using Syncro.

Category 8 Biological Monitoring

Consultant shall provide various biological assessments and monitoring services in support of project designs and during the construction phase of various projects.

The scope of work will be established prior to the issuing of a task order; projects may include all phases of the project development and may include, but is not limited to the following:

Consultant services shall include, but no be limited to:

- Performing Nesting Bird Surveys prior to the start of construction and providing recommendations for protective measures.
- Perform necessary training to Contractor's employees on the sensitive species that could potentially be encountered during the project.
- Inspection of biological protection features on site, including but not limited to: environmental sensitive fencing, special status species funnels, etc.
- Photo-monitoring of restoration areas, with photo points, and a detailed record over time of restoration. Consultant will also prepare and submit reports, on a timely basis to be determined by the engineer, of the restoration effort. Consultant shall also provide documentation to various regulatory agencies of the restoration effort.
- Monitor construction activities that result in the clearing or grading of sensitive habitats along with any grading, excavation, or other ground disturbing activities with the project area throughout the duration of the project.
- Perform preconstruction surveys of identified special status species for the staging areas and where construction work will occur for that day.
- Biologists will have all necessary State and Federal certifications to relocate special status species, if required, from the construction area.
- Prepare a weekly monitoring report that provides a detailed written description of work conducted during that week.

The consultant shall have staff that must possess a bachelor's degree in biology, at a minimum, and be approved by both the United States Fish and Wildlife Service (USFWS) and California Department of Fish and Wildlife (CDFW) prior to pre-construction activities. Consultant will be required to adequately demonstrate to the County that their staff are approved by the USFWS and CDFW to work on the Project.

Category 9 Construction Management

Consultant shall provide construction management and inspection services for projects with a focus on infrastructure, including but not limited to, roadways, bridges, recreational trails, parks facilities, retaining walls, utility work, slope repair, environmental friendly solutions within sensitive habitats, bicycle and pedestrian facilities, sewer and drainage facilities.

The scope of work will be established prior to the issuing of a task order; projects may include all phases of the project development and may include, but is not limited to the following:

The Consultant shall provide all services necessary and required for the inspection, management, coordination and administration of a Project, so that the required construction work is properly executed, completed in a timely fashion and conforms to the requirements of the project plans and specifications.

The Consultant shall also provide, if required, on-site testing of materials and have access to a testing laboratory to perform any required laboratory tests. These tests will include but not be limited to, compaction test, spread rate test for slurry seals and chip seals, soil tests, profileograph tests, concrete tests, and any other tests not mentioned but necessary to adhere to the Project plans and specifications and the Department's approved Quality Assurance Program (QAP) (Enclosure 6). The laboratory will provide copies of the Caltrans certifications for the various tests performed in the QAP. If the Consultant's laboratory is not certified by Caltrans for specific tests, you may still submit a proposal as long as your firm can obtain certification prior to the execution of an agreement, or is partnered with a sub-consultant firm which is Caltrans certified for tests listed in the QAP found in Enclosure 6 of Section VI of the RFP.

The Consultant shall provide a Resident Engineer or Inspector that will be a point of contact for the contract. The Department will issue individual task orders with a not-to-exceed amount that will be based on the level of support needed. Consultant will need to have adequate staffing to meet the County's needs as they arise during the course of a construction season.

The Consultant shall be familiar with the Federal Process for construction jobs, including, all necessary documentation, job site interviews, and logs.

The general services to be provided during the course of this agreement shall include, but not be limited to:

- 1) Maintain accurate, orderly and detailed records of all activities performed under this contract, and make these files readily available both in hard copy and electronic format at all times immediately upon request.
- 2) Schedule and conduct job meetings with the Contractor, representatives from the Department, representatives from other County Departments, regulatory agencies, and any other entities or individual involved with the Project.
- 3) Submit written progress reports to the Department on a weekly basis, unless otherwise directed, including percentage of work completed, number and amount of change orders, update on the budget of the project, daily logs, statement of working days, photographs of work, and any other pertinent information on the work of the Contractor.

The services to be provided during the pre-construction phase shall include, but not be limited to:

- 1) Attend and lead the pre-construction meeting, including taking meeting minutes and distributing said minutes after meeting
- 2) Review and approve shop drawings and submittals.
- 3) Review and approve project schedules.
- 4) Review and respond to Request for Information (RFI's).

The services to be provided during the construction phase shall include, but not be limited to:

- 1) Prior to commencement of work verify the Contractor has performed all necessary work that is required, including notification of residents, installation of Best Management Practices (BMPs) as per the approved SWPPP, installation of Construction Advisory Signs.
- 2) Provide value engineering based on the approved plans and specifications prior to the start of the work.
- 3) Provide technical inspection, management and administration of the work on the Project until final completion and acceptance of work by the Department.
- 4) Provide field inspections, at an interval to be determined by the Department.
- 5) Verify the work performed and materials furnished are in compliance with the approved plans, specifications, submittals and any other requirements.
- 6) Provide offsite inspection of plants, if deemed necessary, of raw materials to be used on the Project to insure compliance with plans, specifications, submittals and any other requirements.
- 7) Ensure that no work is completed that has not been properly approved or otherwise fails to conform to the plans, specifications, submittals, or other requirements.
- 8) Provide or supervise the field-testing of materials and items of work, quality control tests, and any other tests as required by the Project. These tests will include but not be limited to, compaction test, spread rate test for slurry seals and chip seals, soil tests, profileograph tests, concrete tests, and any other tests not mentioned but necessary to adhere to the Project plans and specifications.
- 9) Consultant shall have access to a laboratory to provide any required testing, as needed. The laboratory will need to have Caltrans certifications for the various tests as outlined in the County's QAP.
- 10) Maintain a record of statement of working days and distribute copies at the end of each working week to the Department, the Contractor, and other interested parties as determined by the Department.
- 11) Maintain accurate, orderly and detailed daily job diary or log book describing all activities which occurred on the Project on a daily basis. Include a breakdown identified by trade, of the personnel on site. Include a breakdown of the equipment used identified by model and make and the number of hours the equipment was used on site. Include the measurement of quantities of work performed on a daily basis that matches the bid items in the project

specifications. Note the weather conditions, any site visits by the public or outside agencies, any decisions reached, problems encountered, general and specific observations, and all other pertinent information relative to the performance of the Project.

- 12) Maintain accurate, orderly and detailed files and written records and documents regarding the Project, including correspondence, minutes, progress reports, shop drawings, submittals, construction contract documents, change orders, addenda, and approved SWPPP. Copies of critical documents will be kept on site during inspection.
- 13) If work is to be performed on a time and materials basis, maintain accurate and detailed records of work performed, track the hours worked by each individual, including identification by trade, the hours worked by equipment and the materials delivered and installed on site.
- 14) Review all progress payment requests for accuracy of actual work completed in the field.
- 15) If disputes or claims arise during the course of the construction contract, Consultant shall provide written documentation and support for the Department. Consultant shall provide recommendation on the validity of disputes or claims and shall support the Department in challenging the claims if deemed appropriate. The Consultant shall make themselves available to provide testimony, written dialog of events, and summary of notes and first hand experience.
- 16) Review all requests for Change Orders from the Contractor and obtain cost proposals from the Contractor. Prepare a report recommending approval or disapproval on Change Orders providing detailed description evaluating the costs based on the quantities of labor, equipment, and materials.
- 17) Provide clear communication to the County during day-to-day inspection activities and be available via cell phone for duration of the project.

The services to be provided during the Project Completion Phase shall include, but not be limited to:

- 1) Schedule, attend and lead final walkthrough.
- 2) Create detailed punchlist report of any discrepancies or deficiencies in the finish work to be resolved prior to project closing and ensure Contractor completes punchlist prior to filing the Notice of Completion.
- 3) Prepare and deliver "As-Built" record drawings, if required.
- 4) Prepare any necessary reports, forms, or documents as required by permit conditions and file with appropriate agencies.
- 5) Collect guarantees from manufacturer, maintenance and operation manuals, warranties, and any other data required from the Contractor.
- 6) Provide a completion report that includes all daily logs, photographic records, approved submittals, correspondence, change orders, laboratory and plant testing reports, and any other documents obtained during the course of the Project. A hard copy of the report with all supporting documents will be provided to the Department in a binder. Electronic copies of the summary report with all

supporting documentation will be provided by either email, on a CD, or on a flash drive.

Additional Requirements/Considerations: During the term of this agreement there may be a potential for the inspection work to be performed outside of standard business hours. Please note that the Consultant will need to be able to perform inspection between the hours of 5 p.m. to 8 a.m., weekends and holidays as determined by the Department.

SECTION V – PROPOSAL SUBMISSION REQUIREMENTS

The proposal should be submitted in the following format:

A. General Instructions

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

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

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

B. Cover Letter

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

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

Indicate in your cover letter the categories for which you are submitting.

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

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

D. Tabbing of Sections

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

TAB 1 Firm Qualifications and Experience (2-duplex pages maximum):

- a. Provide a statement of qualifications for your organization, including an organization chart, a statement of the size of firm, a description of services provided by your organization, and a statement of the extent of experience/history providing the services requested by this RFP.
- b. How many full time employees (FTEs) could you assign to a potential project if you are selected?
- c. How many people in total are employed by your company? Please delineate between employees and consultants.
- d. If applicable, list the professional qualifications for each individual that would be assigned to provide services requested by this RFP, including date and school of any applicable degrees, additional applicable training, and any professional certifications/licensing. In lieu of listing this information, you may submit a resume or curriculum vitae for each such individual if the resume/CV includes all the requested information.

Resume/CV will not be counted toward the page limit for TAB 1.

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

This section describes your proposed approach for meeting the services required by the Department, as listed in Section IV (Scope of Work). Relevant considerations include the quality and feasibility of your approach to meeting these needs, the manner in which you plan to provide adequate staffing (including planning for absences and back-up coverage, training, background checks, and monitoring, etc.), and equipment or other resources provided by you (if applicable). Keep these considerations in mind as you respond to the following:

- a. Describe how you will fulfill the needs of the Department included in this RFP. Please attach a project plan, if appropriate.
- b. Identify how you will meet all other aspects of the scope of work and related requirements listed in Section IV (Scope of Work), and list any items you cannot provide.
- c. Describe the measurements/metrics/deliverables/assessments you will provide to allow the Department to assess the services you will provide. Provide samples of daily logs and or forms that your firm will use during the course of this agreement. Samples of these may include, phone logs, design decision logs, quantity take offs, change order tracking logs, submittal logs, summary reports, and any other forms you deem

necessary for a complete assessment of what will be provided to the Department.

Samples of forms to be used will not be counted towards the limit of TAB 2.

- d. Provide information on any other pertinent services, if any, you can offer that will reduce costs or enhance use of your services for the Department.

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

- a. In the event of a routine problem, who is to be contacted within your organization?
- b. In the event of the identification of a problem by the Department, and/or other applicable constituents, describe how you will address such problems and the timeframe for addressing them.

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

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

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

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

This schedule of costs will need to be provided in a sealed envelope with the proposal package.

TAB 6 References (1-duplex pages maximum):

- a. List at least three references for which you have recently provided similar services. Include contact names and phone numbers for all references provided.

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

A sample of the County's standard contract (including Exhibits A and B) is attached to this RFP. Each proposal must include a statement of the

proposer's commitment and ability to comply with each of the terms of the County's standard contract, including but not limited to the following:

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

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

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

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

E. Submitting on Multiple Categories

If your firm is submitting on multiple categories, please include all required documents into one proposal package separated by Category. **The page maximums will be enforced on a per category basis and not on a per proposal basis.**

SECTION VI - ENCLOSURES

- Enclosure 1. Contractor's Declaration Form
- Enclosure 2. Standard County Agreement with Independent Contractor (including Exhibits A and B)
- Enclosure 3. Chapters 2.84 of the Ordinance Code of San Mateo County
- Enclosure 4. Chapters 2.85 of the Ordinance Code of San Mateo County
- Enclosure 5: CEQA Checklist
- Enclosure 6: County of San Mateo Quality Assurance Program

Enclosure 1. Contractor's Declaration Form

County of San Mateo Contractor's Declaration Form

I. CONTRACTOR INFORMATION

Contractor Name:		Phone:	
Contact Person:		Fax:	
Address:			

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 \$5,000 or less.
 - 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 \$100,000 or less.
 - 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

Name

Date

Title

Enclosure 2. Standard County Agreement with Independent Contractor

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND [Contractor name]

THIS AGREEMENT, entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and [Contractor name here], 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 [Enter information here].

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

1. Exhibits and Attachments

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

Exhibit A—Services
Exhibit B—Payments and Rates
Attachment I—§ 504 Compliance
Attachment IP – Intellectual Property

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. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed [Write out amount] (\$Amount).

4. Term and Termination

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

This Agreement may be terminated by Contractor, the [Name of County Department Head], 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 County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that 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

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 County learns of said unavailability of outside funding.

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 County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless

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

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

7.2 Intellectual Property Indemnification.

Contractor hereby certifies that it owns, controls, or licenses and retains all right, title, and interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets ("IP Rights") except as otherwise noted by this Agreement. Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non infringing but remain functionally equivalent.

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

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

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 County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9. Insurance

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

- (1) **Workers' Compensation and Employer's Liability Insurance.** Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, (a) that it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) that it will comply with such provisions before commencing the performance of work under this Agreement.
- (2) **Liability Insurance.** Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or by an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the 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 any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

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

10. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of 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. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

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

11. Non-Discrimination and Other Requirements

- A. *General non-discrimination.* No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.
- B. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.
- C. *Section 504 of the Rehabilitation Act of 1973.* Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified 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. This Section applies only to contractors who are providing services to members of the public under this Agreement.
- D. *Compliance with County's Equal Benefits Ordinance.* With respect to the provision of benefits to its employees, Contractor shall comply with Chapter 2.84 of the County Ordinance Code, which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. In order to meet the requirements of Chapter 2.84, Contractor must certify which of the following statements is/are accurate:
- Contractor complies with Chapter 2.84 by:
 - offering the same benefits to its employees with spouses and its employees with domestic partners.
 - offering, in the case where the same benefits are not offered to its employees with spouses and its employees with domestic partners, a cash payment to an employee with a domestic partner that is equal to Contractor's cost of providing the benefit to an employee with a spouse.
 - Contractor is exempt from having to comply with Chapter 2.84 because it has no employees or does not provide benefits to employees' spouses.
 - Contractor does not comply with Chapter 2.84, and a waiver must be sought.
- E. *Discrimination Against Individuals with Disabilities.* The Contractor shall

comply fully with the nondiscrimination requirements of 41 C.F.R. 60-741.5(a), which is incorporated herein as if fully set forth.

- F. *History of Discrimination.* Contractor must check one of the two following options, and by executing this Agreement, Contractor certifies that the option selected is accurate:
- No finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other investigative entity.
 - Finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. If this box is checked, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination.
- G. *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 the following:
- 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; and/or
 - iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this Section and/or to set off all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

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.

12. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that a contractor shall have and adhere to a written policy providing that its employees, to the extent they live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code."

13. Retention of Records, Right to Monitor and Audit

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

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

14. Merger Clause & Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated herein by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the

Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

15. Controlling Law and Venue

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

16. Notices

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

In the case of County, to:

Name/Title:
Address
Telephone:
Facsimile:
Email:

In the case of Contractor, to:

Name/Title:
Address:
Telephone:
Facsimile:
Email:

17. Electronic Signature

If both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo, both boxes below must be checked. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

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

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

IN WITNESS 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

[Contractor Name Here]

Contractor's Signature

Date: _____

(Revised 7/1/13)

Exhibit A

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

Exhibit B

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

Enclosure 3. Chapter 2.84 of the Ordinance Code of San Mateo County: Contractors- Equal Benefits

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

Chapter 2.84 - CONTRACTS-EQUAL BENEFITS

Supervisors to enter into contracts on behalf of the County.

Sections:

2.84.010 - Definitions.

2.84.020 - Discrimination in the provision of benefits prohibited.

2.84.030 - Application of chapter.

2.84.040 - Powers and duties of the County Manager.

2.84.050 - Date of application.

2.84.010 - Definitions.

For the purposes of this chapter:

(a) "Contract" means a legal agreement between the County and a contractor for public works, consulting, or other services, or for purchase of supplies, material or equipment for which the consideration is in excess of \$5,000.

(b) "Contractor" means a party who enters into a contract with the County.

(c) "Contract Awarding Authority" means the Board of Supervisors or the individual authorized by the Board of

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

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

(Ord. 4324, 08/15/06)

2.84.020 - Discrimination in the provision of benefits prohibited.

(a) No contractor on a County contract shall discriminate in the provision of employee benefits between an employee with a domestic partner and

an employee with a spouse, subject to the following conditions:

1. In the event that the contractor's actual cost of providing a particular benefit for the domestic partner of an employee exceeds that of providing it for the spouse of an employee, or the contractor's actual cost of providing a particular benefit to the spouse of an employee exceeds that of providing it for the domestic partner of an employee, the contractor shall not be deemed to discriminate in the provision of employee benefits if the contractor conditions providing such benefit upon the employee's agreement to pay the excess costs.
 2. The contractor shall not be deemed to discriminate in the provision of employee benefits if, despite taking reasonable measures to do so, the contractor is unable to extend a particular employee benefit to domestic partners, so long as the contractor provides the employee with a cash payment equal to the contractor's cost of providing the benefit to an employee's spouse.
- (b) The Board of Supervisors may waive the requirements of this chapter when it determines that it is in the best interests of the County. The County Manager may waive the requirements of this chapter for contracts not needing the approval of the Board of Supervisors where waiver would be in the best interests of the County for such reasons as follows:
1. Award of a contract or amendment is necessary to respond to an emergency;
 2. The contractor is a sole source;
 3. No compliant contractors are capable of providing goods or services that respond to the County's requirements;
 4. The requirements are inconsistent with a grant, subvention or agreement with a public agency;
 5. The County is purchasing through a cooperative or joint purchasing agreement.
- (c) Contractors should submit requests for waivers of the terms of this chapter to the Contract Awarding Authority for that contract, or in the case of contracts approved by the Board, the County Manager.
- (d) The Contract Awarding Authority, or in the case of contracts approved by the Board, the County Manager, may reject an entity's bid or proposals, or terminate a contract, if the Contract Awarding Authority determines that the entity was set up, or is being used, for the purpose of evading the intent of this chapter.
- (e) No Contract Awarding Authority shall execute a contract with a contractor unless such contractor has agreed that the contractor will not discriminate in the provision of employee benefits as provided for in this chapter.

(Ord. 4324, 08/15/06)

2.84.030 - Application of chapter.

The requirements of this chapter shall only apply to those portions of a contractor's operations that occur: (a) within the County; (b) on real property outside of the County if the property is owned by the County or if the County has a right to occupy the property, and if the contractor's presence at that location is connected to a

contract with the County; and (c) elsewhere in the United States where work related to a County contract is being performed. The requirements of this chapter shall not apply to subcontracts or subcontractors of any contract or contractor.

(Ord. 4324, 08/15/06)

2.84.040 - Powers and duties of the County Manager.

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

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

- (e) Impose other appropriate contractual and civil remedies and sanctions for violations of this chapter;
- (f) Allow for remedial action after a finding of noncompliance, as specified by rule;
- (g) Perform such other duties as may be required or which are necessary to implement the purposes of this chapter.

(Ord. 4324, 08/15/06)

2.84.050 - Date of application.

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

(Ord. 4324, 08/15/06)

Enclosure 4. Chapter 2.85 of the Ordinance Code of San Mateo County: Contractor Employee Jury Service

Chapter 2.85 - CONTRACTOR EMPLOYEE JURY SERVICE

Sections:

2.85.010 - Definitions.

2.85.020 - Contractor jury service policy.

2.85.030 - Powers and duties of the County Manager.

2.85.040 - Date of application.

2.85.010 - Definitions.

For the purposes of this chapter:

- (a) "Contract" means a legal agreement between the County and a contractor for public works, consulting, or other services, or for purchase of supplies, material or equipment.
- (b) "Contractor" means a party who enters into a contract with the County for which the contractor receives consideration of \$100,000 or more.
- (c) "Contract Authority" means the Board of Supervisors or the head of the department or agency presenting the proposed contract to the Board of Supervisors.
- (d) "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- (e) "Full time" means 40 hours or more worked per week, or a lesser number of

hours if: (1) the lesser number is a recognized industry standard as determined by the County Manager, or (2) the contractor has a long standing practice that defines the lesser number of hours as full time.

(Ord. 4324, 08/15/06)

2.85.020 - Contractor jury service policy.

- (a) A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.
- (b) At the time of seeking a contract, a contractor shall certify to the County that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.
- (c) The Board of Supervisors may waive the requirements of this chapter when it determines that it is in the best interests of the County for such reasons as follows:
 - 1. Award of a contract or amendment is necessary to respond to an emergency;
 - 2. The contractor is a sole source;

3. No compliant contractors are capable of providing goods or services that respond to the County's requirements;
4. The requirements are inconsistent with a grant, subvention or agreement with a public agency;
5. The County is purchasing through a cooperative or joint purchasing agreement.

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

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

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

(Ord. 4324, 08/15/06)

2.85.030 - Powers and duties of the County Manager.

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

- (a) Adopt rules and regulations, in accordance with this chapter and the Ordinance Code of the County of San Mateo, establishing standards and procedures for effectively carrying out this chapter;

(b) Receive notification from employees of contractors regarding violations of this chapter;

(c) Determine and recommend to the Board of Supervisors for final decision the imposition of appropriate sanctions for violation of this chapter by contractors including, but not limited to:

1. Disqualification of the contractor from bidding on or being awarded a County contract for a period of up to 5 years, and
2. Contractual remedies, including, but not limited to termination of contract.

(d) Impose other appropriate contractual sanctions for violations of this chapter;

(e) Allow for remedial action after a finding of noncompliance;

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

(Ord. 4324, 08/15/06)

2.85.040 - Date of application.

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

(Ord. 4324, 08/15/06)

Enclosure 5. CEQA Checklist

County of San Mateo
Planning and Building Department

INITIAL STUDY ENVIRONMENTAL EVALUATION CHECKLIST (To Be Completed by Planning Department)

1. Project Title:
2. Lead Agency Name and Address:
3. Contact Person and Phone Number:
4. Project Location:
5. Assessor's Parcel No.:
6. Project Sponsor's Name and Address:
7. General Plan Designation:
8. Zoning:
9. Description of the Project: *(Describe the whole action involved, including, but not limited to, later phases of the project, and any secondary, support, or off-site features necessary for its implementation.)*
10. Surrounding Land Uses and Setting:
11. Other Public Agencies Whose Approval is Required:

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

	Aesthetics		Greenhouse Gas Emissions		Population/Housing
	Agricultural and Forestry Resources		Hazards and Hazardous Materials		Public Services
	Air Quality		Hydrology/Water Quality		Recreation
	Biological Resources		Land Use/Planning		Transportation/Traffic
	Cultural Resources		Mineral Resources		Utilities/Service Systems
	Geology/Soils		Noise		Mandatory Findings of Significance

EVALUATION OF ENVIRONMENTAL IMPACTS

1. A brief explanation is required for all answers except “No Impact” answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A “No Impact” answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A “No Impact” answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
2. All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
3. Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. “Potentially Significant Impact” is appropriate if there is substantial evidence that an effect may be significant. If there are one or more “Potentially Significant Impact” entries when the determination is made, an EIR is required.
4. “Negative Declaration: Less Than Significant with Mitigation Incorporated” applies where the incorporation of mitigation measures has reduced an effect from “Potentially Significant Impact” to a “Less Than Significant Impact.” The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from “Earlier Analyses,” as described in 5. below, may be cross-referenced).
5. Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration (Section 15063(c)(3)(D)). In this case, a brief discussion should identify the following:
 - a. Earlier Analysis Used. Identify and state where they are available for review.
 - b. Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.

- c. Mitigation Measures. For effects that are “Less Than Significant with Mitigation Measures Incorporated,” describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.
6. Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.
 7. Supporting Information Sources. A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.

1. AESTHETICS. Would the project:				
	<i>Potentially Significant Impacts</i>	<i>Significant Unless Mitigated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
a. Have a significant adverse effect on a scenic vista, views from existing residential areas, public lands, water bodies, or roads?				
Discussion:				
b. Significantly damage or destroy scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?				
Discussion:				
c. Significantly degrade the existing visual character or quality of the site and its surroundings, including significant change in topography or ground surface relief features, and/or development on a ridgeline?				
Discussion:				
d. Create a new source of significant light or glare that would adversely affect day or nighttime views in the area?				
Discussion:				
e. Be adjacent to a designated Scenic				

Highway or within a State or County Scenic Corridor?				
Discussion:				
f. If within a Design Review District, conflict with applicable General Plan or Zoning Ordinance provisions?				
Discussion:				
g. Visually intrude into an area having natural scenic qualities?				
Discussion:				

<p>2. AGRICULTURAL AND FOREST RESOURCES. In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the State's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment Project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the project:</p>				
	<i>Potentially Significant Impacts</i>	<i>Significant Unless Mitigated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
a. For lands outside the Coastal Zone, convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland) as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?				
Discussion:				
b. Conflict with existing zoning for agricultural use, an existing Open Space Easement, or a Williamson Act contract?				
Discussion:				
c. Involve other changes in the existing environment which, due to their location or				

nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?				
Discussion:				
d. For lands within the Coastal Zone, convert or divide lands identified as Class I or Class II Agriculture Soils and Class III Soils rated good or very good for artichokes or Brussels sprouts?				
Discussion:				
e. Result in damage to soil capability or loss of agricultural land?				
Discussion:				
f. Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220(g)), timberland (as defined by Public Resources Code Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))? Note to reader: This question seeks to address the economic impact of converting forest land to a non-timber harvesting use.				
Discussion:				

3. AIR QUALITY. Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:				
	<i>Potentially Significant Impacts</i>	<i>Significant Unless Mitigated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
a. Conflict with or obstruct implementation of the applicable air quality plan?				
Discussion:				
b. Violate any air quality standard or contribute significantly to an existing or projected air quality violation?				

Discussion:				
c. Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable Federal or State ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?				
Discussion:				
d. Expose sensitive receptors to significant pollutant concentrations, as defined by the BAAQMD?				
Discussion:				
e. Create objectionable odors affecting a significant number of people?				
Discussion:				
f. Generate pollutants (hydrocarbon, thermal odor, dust or smoke particulates, radiation, etc.) that will violate existing standards of air quality on-site or in the surrounding area?				
Discussion:				

4. BIOLOGICAL RESOURCES. Would the project:				
	<i>Potentially Significant Impacts</i>	<i>Significant Unless Mitigated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
a. Have a significant adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?				
Discussion:				
b. Have a significant adverse effect on any				

<p>riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?</p>				
<p>Discussion:</p>				
<p>c. Have a significant adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?</p>				
<p>Discussion:</p>				
<p>d. Interfere significantly with the movement of any native resident or migratory fish or wildlife species or with established native resident migratory wildlife corridors, or impede the use of native wildlife nursery sites?</p>				
<p>Discussion:</p>				
<p>e. Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance (including the County Heritage and Significant Tree Ordinances)?</p>				
<p>Discussion:</p>				
<p>f. Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Conservation Community Plan, other approved local, regional, or State habitat conservation plan?</p>				
<p>Discussion:</p>				
<p>g. Be located inside or within 200 feet of a marine or wildlife reserve?</p>				
<p>Discussion:</p>				
<p>h. Result in loss of oak woodlands or other non-timber woodlands?</p>				

Discussion:

5. CULTURAL RESOURCES. Would the project:

	<i>Potentially Significant Impacts</i>	<i>Significant Unless Mitigated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
a. Cause a significant adverse change in the significance of a historical resource as defined in Section 15064.5?				
Discussion:				
b. Cause a significant adverse change in the significance of an archaeological resource pursuant to Section 15064.5?				
Discussion:				
c. Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?				
Discussion:				
d. Disturb any human remains, including those interred outside of formal cemeteries?				
Discussion:				

6. GEOLOGY AND SOILS. Would the project:

	<i>Potentially Significant Impacts</i>	<i>Significant Unless Mitigated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
a. Expose people or structures to potential significant adverse effects, including the risk of loss, injury, or death involving the following, or create a situation that results in:				
i. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning				

Map issued by the State Geologist for the area or based on other significant evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42 and the County Geotechnical Hazards Synthesis Map.				
Discussion:				
ii. Strong seismic ground shaking?				
Discussion:				
iii. Seismic-related ground failure, including liquefaction and differential settling?				
Discussion:				
iv. Landslides?				
Discussion:				
v. Coastal cliff/bluff instability or erosion? <small>Note: This question is looking at instability under current conditions. Future, potential instability is looked at in Section 7 (Climate Change).</small>				
Discussion:				
b. Result in significant soil erosion or the loss of topsoil?				
Discussion:				
c. Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, severe erosion, liquefaction or collapse?				
Discussion:				
d. Be located on expansive soil, as noted in the 2010 California Building Code, creating significant risks to life or property?				
Discussion:				
e. Have soils incapable of adequately supporting the use of septic tanks or				

alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?				
--	--	--	--	--

Discussion:

7. CLIMATE CHANGE. Would the project:

	<i>Potentially Significant Impacts</i>	<i>Significant Unless Mitigated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
a. Generate greenhouse gas (GHG) emissions (including methane), either directly or indirectly, that may have a significant impact on the environment?				

Discussion:

b. Conflict with an applicable plan (including a local climate action plan), policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?				
--	--	--	--	--

Discussion:

c. Result in the loss of forest land or conversion of forest land to non-forest use, such that it would release significant amounts of GHG emissions, or significantly reduce GHG sequestering?				
---	--	--	--	--

Discussion:

d. Expose new or existing structures and/or infrastructure (e.g. – leach fields) to accelerated coastal cliff/bluff erosion due to rising sea levels?				
---	--	--	--	--

Discussion:

e. Expose people or structures to a significant risk of loss, injury or death involving sea level rise?				
---	--	--	--	--

Discussion:

f. Place structures within an anticipated 100-year flood hazard area as mapped on a				
---	--	--	--	--

Federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?				
Discussion:				
g. Place within an anticipated 100-year flood hazard area structures that would impede or redirect flood flows?				
Discussion:				

8. HAZARDS AND HAZARDOUS MATERIALS. Would the project:				
	<i>Potentially Significant Impacts</i>	<i>Significant Unless Mitigated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
a. Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials (e.g. – pesticides, herbicides, other toxic substances, or radioactive material)?				
Discussion:				
b. Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?				
Discussion:				
c. Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?				
Discussion:				
d. Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?				

Discussion:					
e.	For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, result in a safety hazard for people residing or working in the project area?				
Discussion:					
f.	For a project within the vicinity of a private airstrip, result in a safety hazard for people residing or working in the project area?				
Discussion:					
g.	Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?				
Discussion:					
h.	Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?				
Discussion:					
i.	Place housing within an existing 100-year flood hazard area as mapped on a Federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?				
Discussion:					
j.	Place within an existing 100-year flood hazard area structures that would impede or redirect flood flows?				
Discussion:					
k.	Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?				

Discussion:					
l.	Inundation by seiche, tsunami, or mudflow?				
Discussion:					

9. HYDROLOGY AND WATER QUALITY. Would the project:

	<i>Potentially Significant Impacts</i>	<i>Significant Unless Mitigated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
a.	Violate any water quality standards or waste discharge requirements (consider water quality parameters such as temperature, dissolved oxygen, turbidity and other typical stormwater pollutants (e.g., heavy metals, pathogens, petroleum derivatives, synthetic organics, sediment, nutrients, oxygen-demanding substances, and trash))?			

Discussion:

b.	Significantly deplete groundwater supplies or interfere significantly with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?			
----	--	--	--	--

Discussion:

c.	Significantly alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner that would result in significant erosion or siltation on- or off-site?			
----	--	--	--	--

Discussion:

d.	Significantly alter the existing drainage pattern of the site or area, including			
----	--	--	--	--

through the alteration of the course of a stream or river, or significantly increase the rate or amount of surface runoff in a manner that would result in flooding on- or off-site?				
Discussion:				
e. Create or contribute runoff water that would exceed the capacity of existing or planned stormwater drainage systems or provide significant additional sources of polluted runoff?				
Discussion:				
f. Significantly degrade surface or groundwater water quality?				
Discussion:				
g. Result in increased impervious surfaces and associated increased runoff?				
Discussion:				

10. LAND USE AND PLANNING. Would the project:				
	<i>Potentially Significant Impacts</i>	<i>Significant Unless Mitigated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
a. Physically divide an established community?				
Discussion:				
b. Conflict with any applicable land use plan, policy or regulation of an agency with jurisdiction over the project (including, but not limited to, the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?				
Discussion:				
c. Conflict with any applicable habitat conservation plan or natural communities				

conservation plan?				
Discussion:				
d. Result in the congregating of more than 50 people on a regular basis?				
Discussion:				
e. Result in the introduction of activities not currently found within the community?				
Discussion:				
f. Serve to encourage off-site development of presently undeveloped areas or increase development intensity of already developed areas (examples include the introduction of new or expanded public utilities, new industry, commercial facilities or recreation activities)?				
Discussion:				
g. Create a significant new demand for housing?				
Discussion:				

11. MINERAL RESOURCES. Would the project:				
	<i>Potentially Significant Impacts</i>	<i>Significant Unless Mitigated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
a. Result in the loss of availability of a known mineral resource that would be of value to the region or the residents of the State?				
Discussion:				
b. Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?				
Discussion:				

12. NOISE. Would the project result in:				
	<i>Potentially Significant Impacts</i>	<i>Significant Unless Mitigated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
a. Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?				
Discussion:				
b. Exposure of persons to or generation of excessive ground-borne vibration or ground-borne noise levels?				
Discussion:				
c. A significant permanent increase in ambient noise levels in the project vicinity above levels existing without the project?				
Discussion:				
d. A significant temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?				
Discussion:				
e. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, expose people residing or working in the project area to excessive noise levels?				
Discussion:				
f. For a project within the vicinity of a private airstrip, expose people residing or working in the project area to excessive noise levels?				
Discussion:				

13. POPULATION AND HOUSING. Would the project:				
	<i>Potentially Significant Impacts</i>	<i>Significant Unless Mitigated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
a. Induce significant population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?				
Discussion:				
b. Displace existing housing (including low- or moderate-income housing), in an area that is substantially deficient in housing, necessitating the construction of replacement housing elsewhere?				
Discussion:				

14. PUBLIC SERVICES. Would the project result in significant adverse physical impacts associated with the provision of new or physically altered government facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
	<i>Potentially Significant Impacts</i>	<i>Significant Unless Mitigated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
a. Fire protection?				
b. Police protection?				
c. Schools?				
d. Parks?				
e. Other public facilities or utilities (e.g. – hospitals, or electrical/natural gas supply systems)?				
Discussion:				

15. RECREATION. Would the project:				
	<i>Potentially Significant Impacts</i>	<i>Significant Unless Mitigated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
a. Increase the use of existing neighborhood or regional parks or other recreational facilities such that significant physical deterioration of the facility would occur or be accelerated?				
Discussion:				
b. Include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?				
Discussion:				

16. TRANSPORTATION/TRAFFIC. Would the project:				
	<i>Potentially Significant Impacts</i>	<i>Significant Unless Mitigated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
a. Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including, but not limited to, intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?				
Discussion:				
b. Conflict with an applicable congestion management program, including, but not limited to, level of service standards and travel demand measures, or other standards established by the County congestion management agency for designated roads or highways?				

Discussion:				
c. Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in significant safety risks?				
Discussion:				
d. Significantly increase hazards to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?				
Discussion:				
e. Result in inadequate emergency access?				
Discussion:				
f. Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?				
Discussion:				
g. Cause noticeable increase in pedestrian traffic or a change in pedestrian patterns?				
Discussion:				
h. Result in inadequate parking capacity?				
Discussion:				

17. UTILITIES AND SERVICE SYSTEMS. Would the project:				
	<i>Potentially Significant Impacts</i>	<i>Significant Unless Mitigated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
a. Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?				
Discussion:				

b. Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?				
Discussion:				
c. Require or result in the construction of new stormwater drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?				
Discussion:				
d. Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?				
Discussion:				
e. Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?				
Discussion:				
f. Be served by a landfill with insufficient permitted capacity to accommodate the project's solid waste disposal needs?				
Discussion:				
g. Comply with Federal, State, and local statutes and regulations related to solid waste?				
Discussion:				
h. Be sited, oriented, and/or designed to minimize energy consumption, including transportation energy; incorporate water conservation and solid waste reduction measures; and incorporate solar or other alternative energy sources?				

Discussion:				
i. Generate any demands that will cause a public facility or utility to reach or exceed its capacity?				
Discussion:				

18. MANDATORY FINDINGS OF SIGNIFICANCE.				
	<i>Potentially Significant Impacts</i>	<i>Significant Unless Mitigated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
a. Does the project have the potential to degrade the quality of the environment, significantly reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?				
Discussion:				
b. Does the project have impacts that are individually limited, but cumulatively considerable? (“Cumulatively considerable” means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)				
Discussion:				
c. Does the project have environmental effects which will cause significant adverse effects on human beings, either directly or indirectly?				
Discussion:				

RESPONSIBLE AGENCIES. Check what agency has permit authority or other approval for the project.

AGENCY	YES	NO	TYPE OF APPROVAL
U.S. Army Corps of Engineers (CE)			
State Water Resources Control Board			
Regional Water Quality Control Board			
State Department of Public Health			
San Francisco Bay Conservation and Development Commission (BCDC)			
U.S. Environmental Protection Agency (EPA)			
County Airport Land Use Commission (ALUC)			
CalTrans			
Bay Area Air Quality Management District			
U.S. Fish and Wildlife Service			
Coastal Commission			
City			
Sewer/Water District:			
Other:			

<u>MITIGATION MEASURES</u>		
	<u>Yes</u>	<u>No</u>
Mitigation measures have been proposed in project application.		
Other mitigation measures are needed.		
The following measures are included in the project plans or proposals pursuant to Section 15070(b)(1) of the State CEQA Guidelines:		

DETERMINATION (to be completed by the Lead Agency).

On the basis of this initial evaluation:

I find the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared by the Planning Department.

I find that although the proposed project could have a significant effect on the environment, there WILL NOT be a significant effect in this case because of the mitigation measures in the discussion have been included as part of the proposed project. A NEGATIVE DECLARATION will be prepared.

I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

(Signature)

Date

(Title)

MJS:fc – MJSW0753_WFU.DOCX

**Enclosure 6. County of San Mateo Quality Assurance
Program**

COUNTY OF SAN MATEO
DEPARTMENT OF PUBLIC WORKS

James C. Porter
Director

County Government Center
555 County Center, 5th Floor
Redwood City, CA 94063
650-363-4100 T
650-361-8220 F
www.smcgov.org

COUNTY OF SAN MATEO

QUALITY ASSURANCE PROGRAM

JANUARY 2015



QUALITY ASSURANCE PROGRAM (QAP)

County of San Mateo

The purpose of this program is to provide assurance that the materials incorporated into the construction projects are in conformance with the contract specifications. This program should be updated every five years, or more frequently, if there are changes of the testing frequencies or to the tests themselves. To accomplish this purpose, the following terms and definitions will be used:

DEFINITION OF TERMS

- Acceptance Testing (AT) – Sampling and testing, or inspection, to determine the degree of compliance with contract requirements.
- Independent Assurance Program (IAP) – Verification that AT is being performed correctly by qualified testers and laboratories.
- Quality Assurance Program (QAP) – A sampling and testing program that will provide assurance that the materials and workmanship incorporated into the construction project are in conformance with the contract specifications. The main elements of a QAP are the AT, and IAP
- Source Inspection – AT of manufactured and prefabricated materials at locations other than the job site, generally at the manufactured location.

MATERIALS LABORATORY

The County of San Mateo (County) will typically use a private consultant materials laboratory to perform AT on Federal-aid and other designated projects. The materials laboratory shall be under the responsible management of a California registered Engineer with experience in sampling, inspection and testing of construction materials. The Engineer shall certify the results of all tests performed by laboratory personnel under the Engineer's supervision. The materials laboratory shall contain certified test equipment capable of performing the tests conforming to the provisions of this QAP.

The materials laboratory used shall provide documentation that the laboratory complies with the following procedures:

1. Correlation Testing Program – The materials laboratory shall be a participant in one or more of the following testing programs:
 - a. AASHTO Materials Reference Laboratory (AMRL)
 - b. Cement and Concrete Reference Laboratory (CCRL)
 - c. Caltrans' Reference Samples Program (RSP)
2. Certification of Personnel – The materials laboratory shall employ personnel who are certified by one or more of the following:
 - a. Nationally recognized non-Caltrans organizations such as the American Concrete Institute, Asphalt, National Institute of Certification of Engineering Technologies, etc.

- b. Other recognized organizations approved by the State of California and/or recognized by local governments or private associations.
3. **Laboratory and Testing Equipment** – The materials laboratory shall only use laboratory and testing equipment that is in good working order. All such equipment shall be calibrated at least once each year. All testing equipment must be calibrated by impartial means using devices of accuracy traceable to the National Institute of Standards and Technology. A decal shall be firmly affixed to each piece of equipment showing the date of the last calibration. All testing equipment calibration decals shall be checked as part of the IAP.

ACCEPTANCE TESTING (AT)

AT will be performed by certified materials testing personnel using an accredited materials laboratory. The certifications and accreditations shall be specific to the tests being performed. The tests results will be used to ensure that all materials incorporated into the project are in compliance with the contract specifications.

Currently, the County utilizes the 2006 Caltrans Standard Specifications on all of its Federally-funded, and other, projects.

It is the County's intent that Testing methods will be in accordance with the California Test Methods (CT). When CT test methods are not feasible, or desirable, for a certain test, a national recognized standard (i.e., AASHTO, ASTM, etc.) shall be utilized, **as specified in the contract specifications, and as directed by the Engineer.**

Testing methods, sample locations and frequencies shall be in accordance with the contract specifications. If not so specified in the contract specifications, samples shall be taken at the locations and frequencies, and Testing methods shall be as shown in Attachment #1 ("Acceptance Sampling and Testing Frequencies" of this Quality Assurance Program (QAP)), and as directed by the Engineer.

Relatively minor quantities of construction materials may be accepted, without testing, provided acceptance conforms to the conditions stated below in paragraphs 1 and 2. Generally, this provides for accepting minor quantities of materials from a commercial source that is known to be a supplier of specification material.

1. The Engineer, on the basis of a visual examination, may accept minor quantities of materials without testing provided the source of the supplies has recently furnished similar materials found to be satisfactory using normal sampling and testing requirements
2. Acceptance of a product may be established on the basis of certification by the manufacturer or supplier that the material furnished complies with all specification requirements

The following list suggests approximate maximum quantities of materials that may be accepted under the conditions indicated above:

- Aggregates, other than for use in Portland Cement Concrete--not to exceed 100 tons per day nor more than 500 tons per project
- Bituminous mixtures--not to exceed 50 tons per day. Sample at Engineer's discretion if project total is less than 500 tons

- Bituminous material--not to exceed 100 gallons per project
- Paint--not to exceed 20 gallons per project. Acceptance to be based on weights and analysis on container
- Masonry items -- check dimensions of products for specification compliance and uniformity of manufacture
- Non-reinforced or clay pipe--not more than 100 lineal feet

INDEPENDENT ASSURANCE PROGRAM (IAP)

IAP may be provided by personnel from Caltrans, the County 's certified materials laboratory, consultant's certified materials laboratory, and/or another recognized entity IAP will be used to verify that sampling and testing procedures are being performed properly and that all testing equipment is in good condition and properly calibrated.

IAP personnel shall be certified in all required testing procedures, as part of IAP, and shall not be involved in any aspect of AT.

IAP shall be performed on every type of materials test required for the project. Proficiency tests shall be performed on Sieve Analysis, Sand Equivalent, and Cleanness Value tests. All other types of IAP shall be witness tests.

Poor correlation between acceptance tester's results and other test results may indicate probable deficiencies with the acceptance sampling and testing procedures. In cases of unresolved discrepancies, a complete review of AT shall be performed by IAP personnel, or an independent materials laboratory chosen by the County. IAP samples and tests are not to be used for determining compliance with contract requirements. Compliance with contract requirements is determined only by AT.

REPORTING ACCEPTANCE TESTING RESULTS

The Resident Engineer will review and initial test results within the following time periods:

- When the aggregate is sampled at material plants, test results for Sieve Analysis, Sand Equivalent and Cleanness Value should be submitted to the Resident Engineer within two (2) working days after sampling.
- When materials are sampled at the job site, test results for compaction and maximum density should be submitted to the Resident Engineer within two (2) working days after sampling.
- When soils and aggregates are sampled at the job site:
 - (1) Test results for Sieve Analysis, Sand Equivalent and Cleanness Value should be submitted to the Resident Engineer within three (3) working days after sampling.
 - (2) Test results for "R" Value and asphalt concrete extraction should be submitted to the Resident Engineer within four (4) working days after sampling.

When sampling products such as Portland Cement Concrete (PCC), cement-treated base (CTB), hot mix asphalt (HMA), and other such materials; the time of such sampling shall be varied with respect to the time of the day insofar as possible, in order to avoid a predictable sampling routine. The reporting of AT results, if the testing is not performed by the Resident Engineer's staff, shall be done on an expedited basis such as by fax, telephone, or e-mail.

TESTING OF MANUFACTURED MATERIALS

Certificates of Compliance

A list of materials that can be typically accepted on the basis of certificates of compliance (COC) during construction is found in Attachment No. 2 herewith. COC shall be furnished with each material lot delivered to the job site. Certificates of compliance shall conform to the requirements of the contract specifications, and shall include:

- the project number
- the lot-number or mill marking
- Statement that the material complies with the contract specification (name spec by number)
- Signature by the Manufacturer

Source Inspection

For those materials manufactured and prefabricated at locations other than the jobsite (generally at the manufacturer's location) that require testing or inspection, the County will seek to have its materials consultant or designee perform Source Inspection services on such materials.

PROJECT CERTIFICATION

Upon completion of a Federal-aid project, a "Materials Certificate" shall be completed by the Resident Engineer, utilizing Exhibit 17-G in the Local Assistance Procedures Manual. The County shall include this Materials Certificate in the Report of Expenditures submitted to the Caltrans District Director, Attention: District Local Assistance Engineer. A copy of the "Materials Certificate" shall also be included in the County's construction records. The Resident Engineer in charge of the construction function for the County shall sign the certificate. All materials incorporated into the work which did not conform to specifications must be explained and justified on the "Materials Certification", including changes by virtue of contract change orders. See Attachment # 3 for a copy of Exhibit 17-G and a sample "Materials Exceptions Table" (from Appendix K of the Caltrans QAP Manual).

RECORDS

All material records of samples and tests, material releases and certificates of compliance for the construction project shall be incorporated into the Resident Engineer's project file. If the construction project is a Federal-aid project:

- The files shall be organized and indexed per the following:
 - Copy of Quality Assurance Plan
 - Independent Assurance
 - Certificates of Proficiency-Testers and Samplers (Exhibit 16-D TL-0111)
 - Certificate of Accreditation of Testing Lab (TL-0113)
 - Equipment Calibration Verifications (Nuclear Gauge, etc.)
 - Notice of Material to be Used (Exhibit 16-I)
 - Acceptance Testing Results and Initial Tests: (*Make a Category for each material*)
 - Summary Log of Acceptance Testing. See Attachment #4 for an example Log Summary Sheet.
 - Test Results/Reports
 - Certificates of Compliance
 - Records for Source Inspection of structural pre-manufactured Material. (collected inspection tags)
 - Buy America Certifications

- Materials Certification (Exhibit. 17-G)
- It is recommended that the complete project file be available at a single location for inspection by Caltrans and Federal Highway Administration (FHWA) personnel.
- The project files shall be available for at least three years following the date of final project reimbursement or through the period of litigation, whichever is later.

When two or more projects are furnishing identical materials simultaneously from the same plant, it is not necessary to take separate samples or perform separate tests for each project; however, copies of the test reports are to be provided for each of the projects to complete the records.

APPROVED BY: 

RCE No. C48056, Expires 12-31-15

NAME: James C. Porter

DATE: 1-6-15

TITLE: Director of Public Works

County of San Mateo

This Quality Assurance Program cancels and supercedes the County's previously submitted Quality Assurance Program (dated September 22, 2009).

Attachments:

- Attachment #1: "Acceptance Sampling and Testing Frequencies"
- Attachment #2 "Construction Materials Accepted by a Certificate of Compliance"
- Attachment #3: Materials Certificates and Sample Materials Exception Log
- Attachment #4: Example Log Summary Sheet

Attachment 1 Acceptance Sampling and Testing Frequencies

Note: It may be desirable to sample and store some materials. If warranted, testing can be performed at a later date.

Portland Cement (Hydraulic Cement)

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Cement/fly ash (Sampling only)	8-lb. sample	If possible, take a least one sample per job, even if the material is accepted based on a Certificate of Compliance.	ASTM D75, C494 CT 125 AASHTO T127, M85, M295	Standard for sampling hydraulic cement or fly ash.
Cement (Testing Only)	8-lb. sample	If the product is accepted based on a Certificate of Compliance, testing is not required. If the product is not accepted using a Certificate of Compliance, test at least once per job.	ASTM C109 CT 515 AASHTO T106	If testing appears warranted, fabricate six 2-in. mortar cubes using the Portland (or hydraulic cement). Test for compressive strength.

Portland Cement Concrete (Hydraulic Cement Concrete)

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Aggregate for Hydraulic Cement Concrete (Sampling & Testing)	50-lb. sample	Take one aggregate sample for each 1000 cu. yd. of PCC/HCC concrete. Test at least one sample per job.	ASTM D75 CT 125 AASHTO M6, T2, M80	Sample aggregate from belt or hopper (random basis).
Water (Sampling & Testing)	Take a two-quart sample using a clean plastic jug (with lining) and sealed lid. Sample at the point of use.	If the water is clean with no record of chlorides or sulfates greater than 1%, no testing is required. If the water is dirty do not use it. Test only when the chloride or sulfates are suspected to be greater than 1%.	CT 405, CT422, CT 417 AASHTO R23	If testing appears warranted, test for chlorides and sulfates.

Attachment 1 (continued)

Portland Cement Concrete (Hydraulic Cement Concrete) - Continued

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description of Comments
Air Entraining Admixtures (Sampling & Testing)	Take a one-quart sample using a clean, lined can or plastic bottle, if liquid. If powder, take a 2.5 lb. sample.	If the product is accepted based on a Certificate of Compliance, testing is not required. Take one sample per job. Prior to sampling, check with Caltrans (METS) for acceptable brands and dosage rates.	ASTM C233 AASHTO M154, T157, C260	If testing appears warranted, test for sulfates and chlorides. Admixtures with sulfates and chlorides greater than 1% should not be used.
Water Reducers or Set Retarders (Sampling & Testing)	If liquid, take a 1-qt. sample using a clean plastic can. If powder, take a 2.5 lb. sample.	If the product is accepted based on a Certificate of Compliance, no testing is required. If not, test once per job. Prior to using this product, please check with Caltrans (METS) for acceptable brands and dosage rates.	ASTM C494 AASHTO M194	If testing appears warranted, test for sulfates and chlorides. Admixtures with sulfates and chlorides greater than 1% should not be used.
Freshly-Mixed Concrete (Sampling)	Approx. 150lb. (or 1 cu. ft.) near mixer discharge.	When tests are required, take at least one sample for each 500 to 1000 cu. yd. of PCC/HCC.	ASTM C172, C685 CT 539 AASHTO T141, M157	This describes a method to sample freshly-mixed concrete.
Freshly-Mixed Concrete (Testing)	Approx. 150 lb/ (or 1 cu. ft.) near mixer discharge.	On projects with 500 cu. yd., or more, test at least one sample per job. (1), (2)	ASTM C143 AASHTO T119	This test determines the slump of the freshly-mixed concrete.
Freshly-Mixed Concrete (Testing)	Approx. 150 lb/ (or 1 cu. ft.) near mixer discharge	On projects with 500 cu. yd., or more, test at least one sample per job. (1), (2)	ASTM C360 CT 533	This test determines the ball penetration of the freshly-mixed concrete.
Freshly-Mixed Concrete (Testing)	Approx. 150 lb/ (or 1 cu. ft.) near mixer discharge	On projects with 500 cu. yd., or more, test at least one sample per job. (1), (2)	ASTM C231 CT 504 AASHTO T152	This test determines the air content of freshly-mixed concrete (pressure method).
Freshly-Mixed Concrete (Testing)	Approx. 150 lb/ (or 1 cu. ft.) near mixer discharge	On projects with 500 cu. yd., or more, test at least one sample per job. (1), (2)	ASTM C138 CT 518 AASHTO T121	This test determines the unit weight of freshly mixed concrete.

- (1) Testing only required if Material Certifications or Certificates of Compliance are not accepted or approved by the County.
 (2) The County has the option to obtain additional samples if tests fail.

Attachment 1 (continued)

Portland Cement Concrete (Hydraulic Cement Concrete) - Continued

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Freshly-Mixed Concrete (Testing)	Approx. 150 lb/ (or 1 cu. ft.) near mixer discharge	Fabricate at least two concrete cylinders per project. Test for compressive strength at least once for each 500 to 1,000 cu. yd. of structural concrete. (2)	CT 521	This test is used to fabricate 6" x 12" concrete cylinders. Compressive strengths are determined, when needed.
Freshly-Mixed Concrete (Testing)	Approximately 210 lb. of concrete are needed to fabricate three concrete beams.	One sample set for every 500 to 1,000 cu. yd. of concrete. (2)	ASTM C78 CT 31 AASHTO T97 & T23	This test is used to determine the flexural strength of simple concrete beams in third-point loading

Soils and Aggregates

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Aggregate (Sampling)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM D75 CT 125 AASHTO T2	This test describes the procedures to sample aggregate from the belt or hopper (random basis).
Fine Aggregates (Testing)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project. (1)	ASTM C128 CT 208 AASHTO T84	This test determines the apparent specific gravity of fine aggregates for bituminous mixes, cement treated bases and aggregate bases.
Fine Aggregate (Testing)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project. (1)	ASTM C128 CT 207 AASHTO T84	This test determines the bulk specific gravity (SSD) and the absorption of material passing the No. 4 sieve.
Coarse Aggregate (Testing)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project. (1)	ASTM C127 CT 206	This test determines the cleanness of coarse aggregate.

(1) Testing only required if Material Certifications or Certificates of Compliance are not accepted or approved by the County.

(2) The County has the option to obtain additional samples if tests fail.

Attachment 1 (continued)

Soils and Aggregates - Continued

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Coarse Aggregate (Testing)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project. (1)	ASTM C127 CT 227 AASHTO T85	This test determines the specific gravity and absorption of coarse aggregate (material retained on the No. 4 sieve).
Soils and Aggregates (Testing)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project. (1)	ASTM C136 CT 202 AASHTO T27	This test determines the gradation of soils and aggregates by sieve analysis.
Soils and Aggregates (Testing)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project. (1)	ASTM D2419 CT 217 AASHTO T176	This test determines the Sand Equivalent of soils and aggregates.
Soils and Aggregates (Testing)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project. (1)	ASTM C117 AASHTO T11	This test determines the gradation for materials finer than the No. 200 sieve (by washing method).
Soils and Aggregates (Testing)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project. (1)	ASTM D3744 CT 229 AASHTO T210	This test determines the Durability Index of soils and aggregates.
Soils and Aggregates (Testing)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project. (1)	ASTM D2844 CT 301 AASHTO T190	This test determines the Resistance Value (R-) and expansion pressure of compacted materials.
Soils and Aggregates (Testing)	One random location for every 2,500 sq. ft.	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project. (2)	ASTM D2922 CT 231 AASHTO T238	This test determines field densities using the nuclear gage.
Soils and Aggregates (Testing)	One random location for every 2,500 sq. ft.	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project. (1)	ASTM D3017 CT 231 AASHTO T239	This test determines the water content using the nuclear gage.

- (1) Testing only required if Material Certifications or Certificates of Compliance are not accepted or approved by the County.
 (2) The County has the option to obtain additional samples if tests fail.

Attachment 1 (continued)

Asphalt Binder

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Asphalt Binder (Sampling)	One 0.5-gal. sample placed in a clean, sealed can.	The County has the option whether or not to sample at the asphalt concrete plant.	CT 125 ASTM D 979 AASHTO T 168, T48	This procedure describes the proper method to sample the asphalt binder.
Asphalt Binder (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Sample once per job at the asphalt concrete plant. (1)	ASTM D92, D117 AASHTO T 48	This test determines the flash point of the asphalt binder (by Cleveland open cup).
Asphalt Binder (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed. (1)	ASTM D2872 & D92 CT 346 AASHTO T240 &T48	This test determines the rolling thin-film oven test (RTFO).
Asphalt Binder (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed. (1)	ASTM D2042 AASHTO T44	This test determines the solubility of asphalt material in trichloroethylene.
Asphalt Binder (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed. (1)	ASTM D2171 AASHTO T202	This test determines the dynamic viscosity, (absolute viscosity of asphalt @ 140 degrees F by the Vacuum Capillary Viscometer Poises).
Asphalt Binder (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed. (1)	ASTM D5 AASHTO T49	This test determines the penetration of bituminous material @ 77 degrees F and percentage of original penetration from the residue.
Asphalt Binder (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed. (1)	ASTM D113 AASHTO T51	This test determines the ductility of asphalt @ 77 degrees F.
Asphalt Binder (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed. (1)	ASTM D2170 AASHTO T201	This test determines the kinematic viscosity of asphalt @275 degrees F (Centistoke).

(1) Testing only required if Material Certifications or Certificates of Compliance are not accepted or approved by the County.

Attachment 1 (continued)

Asphalt Binder - Continued

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Asphalt Binder (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed. (1)	ASTM D2171 AASHTO T202	This test determines the dynamic viscosity. (absolute viscosity of asphalt @ 140 degrees F by the Vacuum Capillary Viscometer Poises).
Asphalt Binder (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed. (1)	ASTM D36 AASHTO T53	This test determines the softening point of asphalt.

Asphalt Emulsified

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Emulsified Asphalt (Sampling)	One 0.5-gal. sample placed in a clean, sealed can.	The Country has the option whether or not to sample at the asphalt concrete plant.	ASTM D140, D979 CT 125 AASHTO T 40, T168	This test describes the procedure to sample the emulsified asphalt. If collected, obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed. (1)
Emulsified Asphalt (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed. (1)	ASTM D244 AASHTO T59	This test determines the sieve retention of emulsified asphalt.
Emulsified Asphalt (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed. (1)	ASTM D244 AASHTO T59	This test determines the weight per gallon of emulsified asphalt.
Emulsified Asphalt (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed. (1)	ASTM D244 AASHTO T59	This test determines the penetration of the emulsified asphalt.
Emulsified Asphalt (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed. (1)	ASTM D244 CT 330 AASHTO T59	This test determines the residue @ 325 degrees F evaporation of emulsified asphalt.

(1) Testing only required if Material Certifications or Certificates of Compliance are not accepted or approved by the County.

Attachment 1 (continued)

Asphalt Emulsified - Continued

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Emulsified Asphalt (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed. (2)	ASTM D4402 AASHTO T201	This test determines the Brookfield viscosity.
Emulsified Asphalt (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed. (2)	ASTM D88 AASHTO T72	This test determines the Saybolt-Furol viscosity of emulsified asphalt @ 77 degrees F (seconds).

Hot Mix Asphalt (Asphalt Concrete) - Concrete

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Asphalt Concrete (Sampling)	Obtain one 30-lb. sample each day of production	Obtain one sample at the asphalt concrete plant for each 5,000 tons of asphalt concrete placed. (2)	ASTM D75, D140, D979 CT 125 AASHTO T 40, T168	This test describes the procedure to sample the asphalt concrete.
Asphalt Concrete (Testing)	4" x 8" cores	Take one 4" x 8" core for every 500 ft of new pavement. (2)	ASTM D1188, D1560, D1561, D5361 CT 304 AASHTO T246, T247	This test determines the field density of street samples.
Asphalt Concrete (Testing)	Obtain one 30-lb. sample for each day of production	Obtain one sample per project. (2)	ASTM D1188, D1560, D1561, D5361 CT 304 AASHTO T246, T247	This test determines the laboratory density and relative compaction of asphalt concrete.
Asphalt Concrete (Testing)	4" x 8" cores	Obtain one sample per project. (2)	ASTM D2726, D1188, D5361	This test determines the specific gravity of compacted bituminous Mixture dense-graded or non-absorptive.

(2) The County has the option to obtain additional samples if tests fail.

Attachment 1 (continued)

Hot Mix Asphalt (Asphalt Concrete) - Continued

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Asphalt Concrete (Testing)	One 30-lb sample	Obtain one sample for every 1,000 tons of asphalt concrete. (1)	ASTM D1559 AASHTO T245	This test determines the resistance to plastic flow of prepared mixes as determined by the Marshall Method.
Asphalt Concrete (Testing)	One 30-lb sample	Obtain one sample for every 1,000 tons of asphalt concrete. (1)	ASTM C117, D2172 (use Method B) AASHTO T164	This test determines the screen analysis of aggregates recovered from asphalt materials.
Geotextile Fabric (Placed Under the Asphalt Concrete) (Testing)	One 12 ft. x 3 ft. sample	Obtain one sample per job. (1)	ASTM D4632 AASHTO M288	This test determines the weight per sq. yd. and grabs strength of geotextile fabrics.
Asphalt Concrete (Testing)	Sample any test location (random basis)	Obtain one sample for every 1,000 tons of asphalt concrete. (1), (2)	ASTM D2950 CT 375	This test determines the nuclear field density of in-place asphalt concrete.
Asphalt Concrete (Testing)	One 10-lb sample	Obtain one sample during every day of production. (1), (2)	ASTM D1560, D1561 CT 366 AASHTO T246, T247	This test determines the stability value of asphalt concrete.
Slurry Seals (Sample)	One 0.5 gal. sample in a clean, dry plastic container.	Obtain one sample per truck. (1)	ASTM D979 CT 125 AASHTO T 40, T168	This test describes the procedure for sampling the slurry seal.
Aggregate for Slurry Seals (Testing)	One 30-lb. sample.	Obtain at least one sample per project from the belt or hopper or stockpile and test for Sand Equivalent. (1)	ASTM D2419 CT 217 AASHTO T176	This test determines the Sand Equivalent of aggregates.

(1) Testing only required if Material Certifications or Certificates of Compliance are not accepted or approved by the County.

(2) The County has the option to obtain additional samples if tests fail.

Attachment 1 (continued)

Slurry Seals

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Aggregate for Slurry Seals (Testing)	One 30-lb. sample.	Obtain at least one sample per project from the belt, hopper, or stockpile and test for sieve analysis of fine sand. (1)	ASTM C117 AASHTO T11	This test determines the sieve analysis of fine sand (gradation of materials finer than No. 200 sieve by wash grading).
Slurry Seals (Testing)	One 0.5 gal. sample in a clean, dry - plastic container.	Test one sample per project and test for Abrasion. (1)	ASTM D3910	This test determines the Wet Track Abrasion Test (WTAT). (2)

Steel

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Steel Strand (Testing)	Sample strand at various sizes.	This item may be accepted using a Certificate of Compliance. Sample and test at least two steel strands per job when a Certificate of Compliance is not used. (1)	ASTM A370, A416, E328 AASHTO T244	This test determines the tensile strength of uncoated seven-wire stress-relieved strand for pre-stressed concrete.
Steel Rebar (Testing)	Sample rebar at various sizes.	This item may be accepted using a Certificate of Compliance. Sample and test at least two steel rebar per job when a Certificate of Compliance is not used. (1)	ASTM A615, A370 AASHTO T244	This test determines the steel reinforcement bar tensile strength and bend capability.

- (1) Testing only required if Material Certifications or Certificates of Compliance are not accepted or approved by the County.
 (2) The County has the option to obtain additional samples if tests fail.

Attachment 1 (continued)

Cement Treated Base (CTB)

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Completed Base (Testing)	One random location as per CT 375.	Take one sample for every 3,000 tons or 2,000 cu. yds. Test at least one sample per project. (3)	CT 231	This test determines field densities using the nuclear gage.
Completed Base (Testing)	See CT 338, Part 1.	As necessary for compliance.	CT 338	This test determines the cement content by titration.

(3) If material is uniform and well within specification limits, the frequency is decreased to 1 a day unless source is changed. Adjustments to testing frequencies shall be documented in the project files.

ATTACHMENT NO. 2

CONSTRUCTION MATERIALS ACCEPTED BY A CERTIFICATE OF COMPLIANCE (based on 2006 Caltrans Standard Specifications)

<u>Section</u>	<u>Material</u>
94-1.05	Asphaltic Emulsion
51-1.12H(1&2)	Bearing Pads (Elastomeric)
90-2.01	Cement
90-4.03	Concrete Admixtures
83-2.02D(1)	Concrete Barrier, (for the Concrete)
66-2.02	Corrugated Aluminum Pipe
66-3.02	Corrugated Steel Pipe and Corrugated Steel Pipe Arches
61-1.02	Culvert and Drainage Pipe Joints
88-1.01	Engineering fabric
95-1.03	Epoxy
20-2.03	Erosion Control and Highway Planting: Soil Amendment
20-2.07	Erosion Control and Highway Planting: Fiber
20-2.08	Erosion Control and Highway Planting: Mulch
20-2.11	Erosion Control and Highway Planting: Stabilizing Emulsion
20-2.15B(1)	Erosion Control and Highway Planting: Plastic Pipe- Supply Line
20-2.15B(2)	Erosion Control and Highway Planting: Plastic Pipe- Irrigation Line
51-1.12F(2)	Joint Seals (Type A, AL and B)
24-1.02	Lime
93-1.02	Liquid Asphalt
82-1.02D	Markers: Post Marker and Object Marker Metal Target Plates
90-10.03	Minor Concrete
84-3.02	Paint (traffic stripe)
64-1.02	Plastic Pipe (culverts, drains, conduits)
65-1.02A(2)	Reinforced Concrete Pipe
52-1.04	Reinforcing Steel (bar, wire, welded wire fabric, epoxy coating)
52-1.02B	Reinforcement (epoxy-coating patching material)
86-2.08	Signal Lighting and Electrical Systems: Conductors
86-2.16	Signal Lighting and Electrical Systems: Steel Service Equipment Enclosures (coating)
86-4.01C	Signal Lighting and Electrical Systems: Conductors, Diode Signal Modules
86-4.07D(4)	Signal Lighting and Electrical Systems: Light Emitting Diode Ped Signal Modules
86-6.01A	Signal Lighting and Electrical Systems: Luminaire Lamp Ballast
86-6.05	Signal Lighting and Electrical Systems: Sign Lighting Lamp Ballast
86-6.065	Signal Lighting and Electrical Systems: Internally Illuminated Street Name Signs
49-5.01	Steel Piles
55-1.03	Structural Steel
57-1.02A	Structural Timber and Lumber
51-1.06A	Structural Composite Lumber (use in falsework)
67-1.02	Structural Metal Plate Pipe Arches and Pipe Arches
68-1.02J	Subsurface Drains: Perforated Steel Pipe
68-1.02J	Subsurface Drains: Aluminum under drain pipe and fittings
68-1.02K	Subsurface Drains: Polyvinyl Chloride Pipe (PVC) and Polyethylene Tubing
12-3.08	Temporary Railing (Type K)
58-1.03	Treated Timber, Lumber, and Piling
69-1.02A	Overside Drains: Steel Entrance Tapers, Down Drains, Reducers, Coupling Bands and Slip Joints
69-1.02F	Overside Drains: Aluminum Entrance Tapers, Arches, Down Drains, Reducers, Couplings, Slip Joints

Attachment #3

**Local Assistance Procedures
Manual
EXHIBIT 17-G MATERIALS
CERTIFICATE**

Materials Certificate

Date: _____
Federal-Aid Project No.: _____
Caltrans File Category 61: _____
Job Stamp _____

Subject: Materials Certification

This is to certify that:

The results of the tests on acceptance samples indicate that the materials incorporated in the construction work and the construction operations controlled by sampling and testing were in conformity with the approved plans and specifications.

Exceptions to the plans and specifications are explained on the back of this memorandum (or on attached sheet).

No exceptions to the plans and specifications were found.

Resident Engineer (Print Name)

Resident Engineer (Signature)

Date

Attachment #3
Example

Attachments: Materials Exceptions (Acceptance Testing)

Type of Test	Description of Work	Total Tests Performed On the Project	Number of Failed Tests	Action Taken
Slump Test	Concrete Sidewalk	8	1	When the measured slump exceeded the maximum limit, the entire concrete load was rejected.
Sand Equivalent	Aggregate for Structural Concrete	10	1	The tested S.E. was 70 and the contract compliance specification was 71 minimum. However, the concrete 28-day compressive strength was 4800 psi. The concrete was considered adequate and no materials deductions were taken.
Compaction	Sub grade Material	12	1	One failed test was noted. The failed area was watered and reworked. When this was completed, a retest was performed. The retest was acceptable.
Compaction		12	1	One failed area was noted. It was reworked and retested. The second test met specifications.

Bill Sanders

Resident Engineer (Print Name)

Bill Sanders

Resident Engineer (Signature)

July 4, 2014

Date

