



REQUEST FOR PROPOSALS

2021 On-Call Engineering and Professional Services for Public Works Projects within The County of San Mateo

The County of San Mateo Department of Public Works Project Development and Design Section is seeking proposals for On-Call Professional Services for Public Works Projects within County of San Mateo. The categories include:

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

Solicitation Number	DPW-20210714 – 2021 On-Call Engineering and Professional Services
Number of contracts expected to be awarded	30 (3 contracts per category)
Estimated Value or Range per contract	\$500,000 - \$800,000; \$150,000 for Category 10
Funding Sources	<input checked="" type="checkbox"/> Federal <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> County <input checked="" type="checkbox"/> Other
Expected Contract Duration	36 months
Options to Renew	1 Option at 24 additional months
Hard Copy Proposals Required	1 original; 2 copies;
Electronic Copy Proposal Required	1 electronic copy to be submitted via PublicPurchase.com
County Mailing Address <i>(for hard-copy proposal submissions)</i>	County of San Mateo Department of Public Works 555 County Center, 5th Floor Redwood City, CA 94063 Attention: Krzysztof Lisaj
E-mail Addresses for Protests	protests@smcgov.org
RFP Released	July 14, 2021
Pre-proposal meeting date and time	N/A
Pre-proposal meeting location	N/A
Deadline for Questions, Comments and Exceptions	July 30, 2021, 4:00 PM PST
Proposal Due Date and Time	August 11, 2021, 4:00 PM PST
Submission to County Board for approval	August 27, 2021
Anticipated Contract Award Date	October 19, 2021

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SECTION I - DEFINITIONS

Business Day: Monday through Friday except for holidays as observed per the California Government Code.

Confidential Information: Information in any form that is not generally known and treated as confidential by a party, including business, financial, statistical, and non-public personal information, trade secrets, know-how, applications, documentation, schematics, procedures, Personally Identifiable Information, information covered by legal privilege, and other proprietary information that may be disclosed or incorporated in materials provided to one party by the other, whether or not designated as confidential, whether or not intentionally or unintentionally disclosed, and whether or not subject to legal protections or restrictions.

Contract Materials: finished or unfinished documents, data, studies, maps, photographs, reports, specifications, lists, manuals, software, and other written or recorded materials produced or acquired by the Contractor pursuant to the Contract for or on behalf of the County, whether copyrighted or not.

Contract: The agreement between San Mateo County and Contractor awarded pursuant to this solicitation.

Contractor: The person or other entity awarded a Contract in conformance with the terms of this solicitation and any subsequently-agreed upon terms.

County Data: All information, data, and other content, including Confidential Information and other information whether or not made available by San Mateo County or San Mateo County's agents, representatives or users, to a Contractor or potential Contractor or their employees, agents, representatives or Subcontractors, and any information, data and content directly derived from the foregoing, including data reflecting user access or use.

County Systems: The information technology infrastructure of San Mateo County or any of its designees, including computers, software, databases, networks, and related electronic systems.

County: San Mateo County

Deliverables: Goods or services required to be provided to San Mateo County under the Contract.

DUNS (Data Universal Numbering System): a proprietary nine-digit number issued by Dun and Bradstreet, Inc. to identify unique business entities.

Force Majeure: An event or circumstance not caused by or under the control of a party, and beyond the reasonable anticipation of the affected party, which prevents the party from complying with any of its obligations under the Contract, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage, terrorism, vandalism, accident, governmental acts, and other events.

Hosting: Storage, maintenance, and management of hardware, software, and San Mateo County Data by a party other than San Mateo County, on machines and at locations other than those operated by San Mateo County, where a party other than San Mateo County has regular responsibility for back-up, disaster recovery, security, upgrades, replacement, and overall responsibility for ensuring that all hardware and software continues to function as intended.

Key Employee: Employees of the Contractor jointly identified by San Mateo County and the Contractor as possessing unique skill and experience that was a material consideration in San Mateo County's decision to award a contract.

Maintenance Updates: Any revision, update, improvement, modification, enhancement, correction, bug fix, patch, or new release for a system, platform, software or other product, including any change made as a result of applicable federal, State, or local law.

Major Change: A change to the specified performance, maintainability, operation, power requirements, compatibility, measurement, user interface, reliability, quantity, scale, quality, terms, delivery method, or requirement of any product or service that affects the obligations of the parties or reflects a substantial alteration in circumstances surrounding the agreement, or is of such a nature that knowledge of the change would affect a person's decision-making process.

PII (Personally Identifiable Information): information in any format that can be used to identify a specific individual, either used alone or combined with other private or public information that can be linked in some way to a specific individual.

Project Manager: The individual identified by San Mateo County as San Mateo County's primary contact for the receipt and management of the goods and services required under the Contract.

PST: Pacific Standard Time, including Pacific Daylight Time when in effect

Subcontractor: Firms engaged by the Contractor to perform work or provide goods pursuant to the Contract, including vendors and suppliers

Task Order or Purchase Order: A written request from San Mateo County to a vendor to provide goods or services, indicating types, quantities, prices and delivery criteria.

SECTION II - INSTRUCTIONS FOR PROPOSERS

2.1 PRE-SUBMITTAL ACTIVITIES

A. Registration

- (1) Organizations or individuals interested in responding to this solicitation must register online with the County of San Mateo at:
<https://www.publicpurchase.com/gems/register/vendor/register>
- (2) The County does not maintain the Public Purchase system and is not liable for site failures or technical problems. To resolve technical issues, contact Public Purchase at:
http://www.publicpurchase.com/gems/help/mainhelp.html?frame1=public/info.html&frame2=public/info_register.html
- (3) It is recommended that organizations complete this registration as soon as possible to allow enough time for it to be processed. Each registration is manually reviewed and approved by Public Purchase and this might take time. The County will not be responsible for and shall not accept proposals that are late due to a failure to register in the Public Purchase system.

B. Questions, Comments, Exceptions

Submit questions, comments, and exceptions, including notifications of apparent errors, by the “Deadline for Questions, Comments and Exceptions” to the designated questions field associated with this RFP at the Public Purchase site. Questions and comments received after the deadline may not be acknowledged.

- (1) Request for changes
If requesting changes to a part of this solicitation, identify the specific words or phrases and the sections and paragraphs in which they occur. State the reason for each request and provide alternative suggested language. Failure to submit requests by the deadline will be deemed a waiver of any exception. The County’s consideration of a suggestion does not imply acceptance. If sufficient proposals are received with no requested changes, the County may reject those requesting changes.
- (2) Request for Substitution of Specified Equipment, Material, or Process
 - (a) Unless otherwise stated in the solicitation, references to items or processes by trade names, models or catalog numbers are to be regarded as establishing a standard of quality and not construed as limiting competition.
 - (b) If requesting a substitution for a required item, submit requests by the Deadline for Questions, Comments, and Exceptions. Furnish all necessary information required for the County, in its sole judgement, to make a determination as to the comparative quality and suitability of any suggested alternatives. The County’s decision will be final. If alternatives are accepted, the County will issue an addendum to the solicitation.

C. Revisions to the Solicitation

The County may cancel, revise, or reissue this solicitation, in whole or in part, for any reason. Revisions will be posted as addenda on <http://www.publicpurchase.com/>. No other revision of this solicitation will be valid. Proposers are responsible for ensuring that they have received all addenda from Public Purchase.

D. Contact with County Employees

Violation of the following prohibitions may result in a proposer being found non-responsible, barred from participating in this or future procurements, and becoming subject to other legal penalties.

- (1) As of the issuance date of this RFP and continuing until it is canceled or an award is made, no proposer or person acting on behalf of a prospective proposer may discuss any matter relating to the RFP with any officer, agent, or employee of the County, other than through Public Purchase or as outlined in the evaluation process or protest procedures.

- (2) Proposers may not agree to pay any consideration to any company or person to influence the award of a contract by the County, nor engage in behavior that may be reasonably construed by the public as having the effect or intent of influencing the award of a contract.

The above restriction does not apply to communications with the County regarding business not related to this RFP.

2.2 PROPOSAL CONTENT REQUIREMENTS

A. Proposal Format

Firms interested in responding to this RFP must submit the following information, in the order specified below. Number all pages of the proposal.

Cover letter - no longer than one page, signed by an individual authorized to execute legal documents for the proposer, and identify the categories submitted on, the materials submitted, and an overview of the firm's experience with the variety of potential types of projects that may be performed and an understanding of the role and relationships of firm's staff in the development of these potential projects. Indicate in your cover letter the categories for which you are submitting. If your firm is submitting on multiple categories, 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.**

The following should be included in various tabbed sections where the proposer deems appropriate:

- Authorized contacts - identify the name, title, and contact information of the person to contact regarding the proposal, as well as all other individuals authorized to represent the organization in contract negotiations.
- Exceptions to the solicitation, or to the final revised solicitation, if any.
- Technical Proposal (required per each category)
- Supplementary Documents (optional and not required)

Table of Contents: list each category, the major topics and their respective page numbers. Should be placed after the Cover Letter. Be sure your proposal is properly tabbed using the following sections:

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

- 1) Describe how the firm meets the minimum qualifications as set forth in Section 3.1 Minimum Qualifications of this RFP.
- 2) 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.
- 3) A description of not more than three (3) projects similar in size and scope prepared by your firm including clients, reference and telephone numbers, staff members who worked on each project, budget, schedule and project summary. Description should be limited to one (1) single sided page for each project. Project description will not be counted toward the page limit for TAB 1.
- 4) Indicated the number of full-time employees (FTEs) you could assign to a potential project if you are selected.
- 5) Indicate the number of people in total that are employed in your company. Delineate between employees and consultants.
- 6) 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 VI (Scope of Work and Special Provisions). 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:

- 1) Describe how you will fulfill the needs of the Department included in this RFP. Attach a project plan, if appropriate.
- 2) Identify how you will meet all other aspects of the scope of work and related requirements listed in Section VI (Scope of Work and Special Provisions) and list any items you cannot provide.
- 3) 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 page limit of TAB 2.**
- 4) 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):

- 1) In the event of a routine problem, who is to be contacted within your organization?
- 2) 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):

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):

- 1) Provide a detailed explanation for all costs associated with your firm providing the requested services if you are selected. Explanations can describe what is included in the schedules of fees, methods to track and manage budget, etc.
- 2) 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.
- 3) 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 labeled "PRICE PROPOSAL" with the proposal package.

TAB 6: References (1-duplex pages maximum):

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:

- 1) The County non-discrimination policy;
- 2) The County equal employment opportunity requirements;
- 3) County requirements regarding employee benefits;
- 4) The County jury duty ordinance;
- 5) The hold harmless provision;
- 6) County insurance requirements;
- 7) The requirements of Exhibit E (if attached); and
- 8) 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. 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.

B. Technical Proposal Contents

- (1) Project Understanding - Include a brief statement to show your firm's experience in the categories of potential projects, including key issues of previous projects of a similar nature and experience in dealing with those issues that you feel sets your firm apart.
- (2) Explain responses so as to be understood by people unfamiliar with industry jargon. Use drawings, diagrams, schematics and illustrations as needed, but do not simply refer readers to an exhibit or other section of the proposal in lieu of a complete response.
- (3) Addressing each requirement outlined in this solicitation in the order presented, describe how the requested goods and/or services will be provided.
- (4) If applicable or requested, include a project schedule with milestones, deliverables, dates, and a project management plan.
- (5) If applicable or requested, explain how work, equipment, and knowledge will be transitioned to the County or a new vendor at the end of the contract period.

C. Supplementary Documents

If additional documents and materials are appropriate, or have been requested by the County, provide in the following order as applicable:

- (1) Minimum Qualifications.
- (2) Organizational Capacity and Experience, describing work of a similar nature undertaken for a similar entity.
- (3) Financial Documents (if needed to justify schedule of fees, rates, reimbursables, etc.)
- (4) Samples, drawings, illustrations and related items.
- (5) Attachments, certifications, and forms, executed as applicable.

D. Price Proposal

- (1) Price proposal shall not be submitted with the electronic submittal on the Public Purchase system but shall be included in a **separate sealed envelope** clearly marked "PRICE PROPOSAL" with the hard copy submittal.
- (2) Provide a rate schedule for the key staff identified in your proposal to be identified by classification.
- (3) Place all cost and pricing data in a separate sealed envelope clearly marked "PRICE PROPOSAL".
- (4) If forms and templates are provided for the Price Proposal, use them without modification. Failure to use the forms or templates provided, or modification of them, may result in rejection of the entire proposal.
- (5) Alternative Price Proposals may be submitted, but only in addition to, not in lieu of, the requested Price Proposal. If submitting an alternative Price Proposal, clearly identify it as an alternative.

- (6) Include prices for the base period of service and if applicable, for each additional year including option years.
- (7) Unless otherwise indicated, when applicable, in the price of an item, include all licenses required for operation, as well as upgrades and revisions to software over the term.
- (8) Requests for reimbursements for lodging, food and other miscellaneous per diem items shall be approved in writing by the County prior to beginning of work. Mileage reimbursements shall be recorded from the Consultant's main office (as designated by the County) to the project site.
- (9) Escalation on salaries may be applied annually at an aggregate rate not to exceed a 2% maximum per year.

PLEASE NOTE: Technical Proposal Contents and Supplementary Documents should be included in 'TAB 2: Proposed Approach' and should follow the indicated page limit. However, Supplementary Documents with its intent is to add reference or detail to the proposal are optional and not required and will not be counted towards the page limit.

E. Submitting on Multiple Categories

If your firm is submitting on multiple categories, 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.**

2.3 PROPOSAL SUBMISSION

A. Submission Deadline

Proposals must be electronically received by **4:00 PM PST, on August 11, 2021** via Public Purchase (details below). For hard copy submissions, proposals must be also received by the set deadline.

Allow sufficient time for the upload to complete by the Due Date and Time. Partial uploads will automatically terminate and proposals will be rejected. The Public Purchase submission time will be the official submission time. The County will not be responsible for and shall not accept proposals that are late due to slow internet connections or for any other failure of the Public Purchase system.

NOTE: The County does not maintain the Public Purchase system and is not liable for site failures or technical problems. To resolve technical issues, contact Public Purchase using the chat portal via link below or email Vendor Support at support@thepublicgroup.com :

http://www.publicpurchase.com/gems/help/mainhelp.html?frame1=public/info.html&frame2=public/info_register.html

Late submissions will not be considered.

B. Submit proposals as directed below:

(1) Electronic Submissions

Include the proposer name and the RFP title and number in each filename. Submit proposals via the Public Purchase website, allowing sufficient time for the upload to complete by the Due Date and Time. Partial uploads will automatically terminate and reject the proposals. The Public Purchase submission time will be the official submission time. Contact Public Purchase with technical questions regarding the site. The County will not be responsible for and may not accept proposals that are late due to slow internet connections or for any other failure of the Public Purchase system. Late submissions will not be considered.

If the proposer is submitting on multiple categories the electronic submissions shall name each proposal in the following manner: RFP#_ProposerName_Category#.pdf

(2) Conflicts between Certain Requirements

Prior to the submission deadlines and solely relating to a determination of the timeliness of questions, comments, and proposal submissions, information displayed on the Public Purchase site

will take precedence in the event of a discrepancy between that information and the information within the solicitation documents. For all other discrepancies, the information in the solicitation documents will take precedence.

(3) Hard copy submissions

(a) If hard copy submissions are also requested, submit proposals with all required documents in a sealed package to the designated County Mailing Address. Within the package, submit the Technical Proposal and the Price Proposal in separate envelopes. Clearly mark the following information on the outside of the package:

- Proposer Name
- Return address
- Solicitation title
- Solicitation number

(b) Submit proposals and all required documentation so as to physically reach the designated address by the Due Date and Time.

County Mailing Address:

County of San Mateo Department of Public Works
555 County Center, 5th Floor
Redwood City, CA 94063
Attention: Krzysztof Lisaj

(4) Hand-written responses, whether or not submitted electronically, will be rejected, with the exception that signatures may be hand-written.

C. Errors in Proposals

The County will not be liable for any errors in proposals. Proposals may be rejected as unresponsive if they are incomplete, are missing pages or information, or cannot be opened for any reason. The County may waive minor irregularities, but such waiver will not modify any remaining RFP requirements.

2.4 PROPOSER CERTIFICATIONS

By submitting a proposal, each proposer certifies under penalty of perjury that:

- Its submission is not the result of collusion or any other activity that would tend to directly or indirectly influence the selection process; and
- Proposer is able or will be able to comply with all requirements of this solicitation at the time of contract award; and
- Neither proposer, its employees, nor any affiliated firm providing the requested goods and services has prepared plans, specifications, terms or requirements for this solicitation, or has any other actual or potential conflict of interest; and
- Proposer is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the California Government Code relating to conflict of interest of public officers and employees, and is unaware of any financial or economic interest of any County officer or employee relating to this solicitation.

2.5 PROPOSER RECOMMENDATION

At any time in the evaluation process, the County may request clarifications from proposers.

A. Determination of Responsiveness

A responsive proposal conforms to the instructions set forth in this solicitation and any modifications to it. Non-responsive proposals will be rejected. The County, in its sole discretion, may waive non-consequential deviations if the deviations cannot have provided an advantage over other proposers.

B. Proposal Evaluation

The County will establish an Evaluation Committee which will evaluate responsive proposals based on the criteria specified in the solicitation. The committee may then recommend one or more top-ranked proposers for final negotiation of contract terms, or may invite one or more proposers for oral presentations and demonstrations, following which those proposers may be allowed to amend their proposals. After evaluating amended proposals, the committee may recommend one or more top-ranked proposers for final negotiation of contract terms.

C. Determination of Responsibility

The County will make a determination of the responsibility of any proposer under consideration for award, taking into consideration matters such as the proposer's integrity, compliance with public policy and laws, past performance, fiscal responsibility, trustworthiness, financial and technical resources, capacity, and experience to satisfactorily carry out its responsibilities. The County will notify any proposer found non-responsible and allow the finding to be contested.

2.6 CONTRACT AWARD

A. Notice of Intent to Award

Once a decision has been made to award a contract to one or more proposers, the County will post a Notice of Intent to Award, notifying the remaining proposers of their non-selection. The posting may be inclusion of the recommendation to award as an agenda item on the Board of Supervisors schedule.

B. Award Procedure

Contract negotiations are neither an offer nor an implicit guarantee that a contract will be executed. Award, if made, will be to the responsive, responsible proposer offering the overall best value to the County for the services and goods described in this solicitation, or as applicable, for a specific portion of the services and goods described. Any agreement reached will be memorialized in a formal agreement using the attached Standard Agreement template.

C. Commencement of Performance

After all parties have signed the Agreement, the County will notify the proposer and performance may proceed. Prior to County execution of the Agreement, no County employee may authorize work. Any work performed prior to that time may be uncompensated.

2.7 PROTESTS

Protests that do not comply with the protest procedures outlined below will be rejected.

A. Protest Eligibility, Format, and Address

- (1) Protests or objections may be filed regarding the procurement process, the content of the solicitation or any addenda, or contract award.
- (2) The County will only review protests submitted by an interested party, defined as an actual or prospective proposer whose direct economic interest could be affected by the County's conduct of the solicitation. Subcontractors do not qualify as interested parties.
- (3) All protests must be received by the due date. If a protest is mailed, the protestor bears the risk of non-delivery within the deadlines specified herein. Protests should be transmitted by a means that will objectively establish the date the County received the protest. Protests or notice of protests made orally (e.g., by telephone) will not be considered.
- (4) Submit protests by e-mail to protests@smcgov.org

B. Protest Deadlines

Submit protests with any supplemental materials by 5 p.m. PST, as appropriate, on the deadlines set forth below. The date of filing is the date the County receives the protest, unless received after 5 p.m. PST, or on other than a Business Day, in which case the date of filing will be the next Business Day. Failure to file by the relevant deadline constitutes a waiver of any protest on those grounds. Supplemental materials filed after the relevant deadline may be rejected by the County.

- (1) If relating to the content of the solicitation or to an addendum, file within five Business Days after the date the County releases the solicitation or addendum.
- (2) Within five (5) working days of the County's issuance of a notice of non-responsiveness, any firm that has submitted a proposal and believes that the County has incorrectly determined that its proposal is non-responsive may submit a written notice of protest. Such notice of protest must be received by the County on or before the fifth working day following the County's issuance of the notice of non-responsiveness.

Within five (5) working days of the County's issuance of a notice of intent to award the contract, any firm that has submitted a responsive proposal and believes that the County has incorrectly selected another proposer for award may submit a written notice of protest. Such notice of protest must be received by the County on or before the fifth working day after the County's issuance of the notice of intent to award. No protests will be accepted once actual award has been made.

C. Protest Contents

- (1) The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the proposer, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the County to determine the validity of the protest.
- (2) Protests that simply disagree with decisions of the Evaluation Committee will be rejected.

D. Reply to Protest

The County will send a written response to the protestor and to any other party named in the protest.

E. No Stay of Procurement Action during Protest

Nothing in these protest requirements will prevent the County from proceeding with negotiations or awarding a purchase order or contract while a protest is pending.

SECTION III - QUALIFICATIONS, EXPERIENCE, AND EVALUATION CRITERIA

3.1 MINIMUM QUALIFICATIONS

Proposals will be accepted only from organizations that meet the following required qualifications at the time of proposal submission:

- The proposer has been actively and normally engaged for the past five years in providing professional services described in this solicitation.
- The proposer has completed at least 5 Projects within the last 10 years and has work experience similar in nature to the description of the category of interest.
- The proposer is legally authorized to do business in the State of California.

3.2 ORGANIZATIONAL CAPACITY AND EXPERIENCE

Provide all of the following regarding the prime proposer and if applicable, all joint proposers.

A. Organizational Capacity:

- (1) Titles and names of staff members who will be on the team responsible for the project, as well as the expected availability of the various individuals. If requested, include the resume of a dedicated, full-time project manager.
- (2) All applicable licenses and license numbers relevant to the project, the names of the holders of those licenses, and the names of the agencies issuing the licenses.
- (3) If portions of work will be performed by subcontractors, names of proposed subcontractors other than suppliers and descriptions of their respective responsibilities.

B. Experience

- (1) The number of years providing services similar to those contemplated
- (2) The number of years providing services to government entities

3.3 REFERENCES

Provide at least three references from successfully completed projects of similar nature to that described in this solicitation, including the name of the organization for which work was performed, and the name, phone number, and e-mail address of an individual at the organization who was responsible for managing and accepting the work. Ensure that contact information is current. If the County cannot contact the reference because of incorrect or out-of-date information, the reference will be deemed not to have been provided.

3.4 EVALUATION CRITERIA

Proposals will be evaluated in accordance with the following evaluation criteria:

- Method and approach
 - Apparent understanding of the scope of services to be provided
 - Appropriateness of the proposed solution/services
- Experience and organizational capacity
 - Qualifications and experience, including capability and experience of the proposer and key personnel
 - Experience with other public agencies
 - Organizational resources and staff, apparent ability to meet any required timelines or other requirements
 - History of successfully managing other contracts with public or private entities

- Proposed approach, including clarity of understanding of the scope of services to be provided and appropriateness of the proposed solution/services.

PLEASE NOTE: The information requested on this section should be organized in their respective tabs as directed in Section 2.2. The intent of this section is to guide the proposer about the different evaluation criteria for how the proposal will be evaluated.

SECTION IV - INSURANCE

Provide evidence of insurance for each of the checked categories

<input checked="" type="checkbox"/>	General Liability (Including operations, products and completed operations, as applicable.)	\$1,000,000 - per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit either must apply separately to this project or must be twice the required occurrence limit.
<input checked="" type="checkbox"/>	Automobile Liability	\$1,000,000 - per accident for bodily injury and property damage.
<input checked="" type="checkbox"/>	Workers' Compensation	As required by the State of California
<input checked="" type="checkbox"/>	Employers' Liability	\$1,000,000 - each accident, \$1,000,000 policy limit bodily injury by disease, \$1,000,000 each employee bodily injury by disease.
<input checked="" type="checkbox"/>	Professional Liability (Errors and Omissions)	\$1,000,000 - per occurrence.
<input type="checkbox"/>	Cyber Liability	\$5,000,000 per occurrence for Privacy and Network Security, \$1,000,000 per occurrence for Technology Errors and Omissions To be always carried during the term of the Contract and for three years thereafter.

4.1 SPECIAL INSURANCE REQUIREMENTS - CYBER LIABILITY

If the work involves services or goods related to computers, networks, systems, storage, or access to County Data or to any data that may, alone or in combination with other data, become Confidential Information or Personally Identifiable Information, the following insurance is required.

(1) Privacy and Network Security

During the term of the Contract and for three years thereafter, maintain coverage for liability and remediation arising out of unauthorized use of or access to County Data or software within Contractor's network or control. Provide coverage for liability claims, computer theft, extortion, network breach, service denial, introduction of malicious code, loss of Confidential Information, or any unintentional act, error, or omission made by users of Contractor's electronic data or systems while providing services to the County. The insurance policy must include coverage for regulatory and PCI fines and penalties, crisis management expenses, and business interruption. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

(2) Technology Errors and Omissions

During the term of the Contract and for three years thereafter, maintain coverage for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products, including at a minimum, coverage for systems analysis, design, development, integration, modification, maintenance, repair, management, or outsourcing any of the foregoing.

SECTION V - STANDARD TERMS AND CONDITIONS

A. Errors, Omissions and Inquiries regarding the RFP

Proposers are responsible for reviewing all portions of this RFP. Proposers are to promptly notify the Department, in Public Purchase, if the proposer discovers any ambiguity, discrepancy, omission, or other error in the RFP. Any such notification should be directed to the Department promptly after discovery, but in no event later than five working days prior to the date for receipt of proposals. Modifications and clarifications will be made by addenda as provided below.

Inquiries regarding the RFP should be lodged in Public Purchase.

B. Objections to RFP Terms

Should a proposer object on any ground to any provision or legal requirement set forth in this RFP, the proposer must, not more than ten calendar days after the RFP is issued, provide written notice to the Department setting forth with specific grounds for the objection. The failure of a proposer to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

C. Addenda

The County may modify the RFP, prior to the proposal due date, by issuing Addenda, which will be posted on Public Purchase. The proposer shall be responsible for ensuring that its proposal reflects any and all Addenda issued by the County prior to the proposal due date regardless of when the proposal is submitted. Therefore, the County recommends that the proposer consult Public Purchase frequently, including shortly before the proposal due date, to determine if the proposer has downloaded all Addenda.

D. Term of Proposal

Submission of a proposal signifies that the proposed services and prices are valid for the duration of the contract and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity.

E. Revision of Proposal

A proposer may revise a proposal on the proposer's own initiative at any time before the deadline for submission of proposals. The proposer must submit the revised proposal in the same manner as the original. A revised proposal must be received on or before the proposal due date.

In no case will a statement of intent to submit a revised proposal, or commencement of a revision process, extend the proposal due date for any proposer.

The County may cancel, revise, or reissue this RFP, in whole or in part, for any reason. Revisions will be posted as addenda on <http://www.publicpurchase.com/>. No other revision of this RFP will be valid. Proposers are responsible for ensuring that they have received all addenda from Public Purchase.

F. Errors and Omissions in Proposal

Failure by the Department to object to an error, omission, or deviation in the proposal will in no way modify the RFP or excuse the proposer from full compliance with the specifications of the RFP or any contract awarded pursuant to the RFP.

G. Withdrawal of Proposals

Proposals may be withdrawn, modified, or replaced at any time prior to the Due Date and Time. After that time, whether or not a new RFP is issued for the same subject matter, withdrawal of a proposal may preclude the proposer from participating in the procurement as a proposer or subcontractor, except that an original equipment manufacturer may participate indirectly through a reseller.

H. No Commitment

Neither submission of a proposal nor the County's receipt of proposal materials confers any right to the proposer nor any obligation on the County. This RFP does not commit the County to award a Contract, nor will the County defray any costs incurred in preparing proposals or participating in any presentations or negotiations.

I. Financial Responsibility

The County accepts no financial responsibility for any costs incurred by a firm in responding to this RFP. Submissions of the RFP will become the property of the County and may be used by the County in any way deemed appropriate.

J. Estimated Quantity

If the RFP results in an indefinite quantity or a requirements Contract, the goods and services actually requested by the County may be less than the maximum value of the Contract and there is no guarantee, either expressed or implied, as to the actual quantity of goods and services that will be authorized under the Contract.

K. Public Record

▪ **General**

- All proposals, protests, and information submitted in response to this solicitation will become the property of the County and will be considered public records. As such, they may be subject to public review.
- Any contract arising from this RFP will be a public record.
- Submission of any materials in response to this RFP constitutes:
 - Consent to the County's release of such materials under the Public Records Act without notice to the person or entity submitting the materials; and
 - Waiver of all claims 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 or materials to be inspected; and
 - Agreement to indemnify and hold harmless the County for release of such information under the Public Records Act; and
 - Acknowledgement that the County will not assert any privileges that may exist on behalf of the person or entity submitting the materials.

▪ **Confidential Information**

- 2.1 The County is not seeking proprietary information and will not assert any privileges that may exist on behalf of the proposer. Proposers are responsible for asserting any applicable privileges or reasons why a document should not be produced in response to a public record request.
- 2.2 If submitting information protected from disclosure as a trade secret or any other basis, identify each page of such material subject to protection as "CONFIDENTIAL". If requested material has been designated as confidential, the County will attempt to inform the proposer of the public records request in a timely manner to permit assertion of any applicable privileges.
- 2.3 Failure to seek a court order protecting information from disclosure within ten days of the County's notice of a request to the proposer will be deemed agreement to

disclosure of the information and the proposer agrees to indemnify and hold the County harmless for release of such information.

- 2.4 Requests to treat an entire proposal as confidential will be rejected and deemed agreement to County disclosure of the entire proposal and the proposer agrees to indemnify and hold the County harmless for release of any information requested.
- 2.5 Trade secrets will only be considered confidential if claimed to be a trade secret when submitted to the County, marked as confidential, and compliant with Government Code Section 6254.7.

L. Reservations of Rights by the County

The issuance of this RFP does not constitute an agreement by the County that any contract will actually be entered into by the County. The County expressly reserves the right at any time to:

- Waive or correct any defect or informality in any response, proposal, or proposal procedure;
- Reject any or all proposals;
- Reissue a Request for Proposals;
- Prior to submission deadline for proposals, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this RFP, or the requirements for contents or format of the proposals;
- Procure any materials, equipment or services specified in this RFP by any other means; or
- Determine that no project will be pursued.

M. No Waiver

No waiver by the County of any provision of this RFP shall be implied from any failure by the County to recognize or take action on account of any failure by a proposer to observe any provision of this RFP.

N. Cooperative Agreement (Piggyback)

Any contract/s that will result from this competitive solicitation is being conducted as a Cooperative Procurement. The services, terms and conditions of the resulting contract may be used by other organizations as a Cooperative Agreement.

This clause in no way commits any San Mateo County (SMC) affiliate to procure services from the awarded contractor, nor does it guarantee any additional orders will result. It does allow interested organizations, at their discretion, to make use of this competitive procurement (provided said process satisfies their own procurement guidelines) and contract directly from the awarded contractor. All purchases made by SMC affiliates shall be understood to be transactions between that organization and the awarded contractor; SMC shall not be responsible for any such contracts.

O. State and Federally Funded Projects

Firms that are awarded this contract for on-call services will also be pre-qualified and considered for future state and federally funded projects with the County during the term of the contract. If interested, the pre-qualified firms will be required to go through a separate, project specific "mini-RFP" process to be considered for their services for state and federally funded projects only. For reference, see Chapter 10 (Consultant Selection) of the Caltrans Local Assistance Procedures Manual for additional details of the "mini-RFP" process and evaluation criteria. Also reference the RFP Sample and Exhibit 10R for the state and federal provisions (Enclosure 7).

PLEASE NOTE: The sample standard contract attached to this RFP (Enclosure 1) is a template and does not constitute the final agreement to be prepared for the consultant that is selected. 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.

SECTION VI - SCOPE OF WORK AND SPECIAL PROVISIONS

6.1 STATEMENT OF INTENT

As outlined in more detail in this Section, 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 2021, through October 2024, subject to negotiation of a final agreement.

6.2 BACKGROUND

The County of San Mateo (the "County" or SMC) covers most of the San Francisco Peninsula. The region covers 744 square miles and is home to nearly 800,000 residents. The County is made up of 20 incorporated cities. The County provides for the health and welfare of all people within its borders and serves as the local government for the unincorporated areas. Innovation thrives here in industries including bioscience, computer software, green technology, hospitality, financial management, health care, education and transportation. The County prides itself on how that prosperity fosters its commitment to protecting and enhancing the health, safety, welfare and natural resources of the community.

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 fee 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 \$500,000 and up to potentially \$800,000 based on the number of categories the Consultant is awarded. The not-to-exceed amount for Category 10 will be \$150,000.

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.

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

6.3 DESCRIPTION OF SERVICES REQUIRED

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
10. Pavement Condition Inspection and Calculations

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 and under, the Consultant, pursuant to an Agreement, may 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 to 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, 2015 and/or 2018 Standard Plans and Specifications, or subsequent editions
- California 2014 Manual on Uniform Traffic Control Devices (CAMUTCD) (Revision 6, March 30, 2021)
- San Mateo County Standard Plans and Specifications
- Regional Water Quality Control Board (RWQCB) C.3 and C.6 Requirements contained in the Municipal Regional Permit
- 2009 Manual on Uniform Traffic Control Devices (MUTCD) (with Revisions 1 and 2, dated May 2012)
- Caltrans 7th Edition Highway Design Manual
- Department of Public Works Quality Assurance Program (QAP) dated July 2020

Length of Agreement: The anticipated duration of the agreement will be for three (3) years with the option to extend the agreement term for two (2) additional years for one time.

A. **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 not be 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 Division or agencies 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 Low Impact Development (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.

B. **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 not be 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 Alternation 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/ MRP
- 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.

C. **Category 3 - Structural Engineering**

Consultant shall 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 not be 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

D. **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 not be 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.

E. 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 not be 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

F. Category 6 - Geotechnical Engineering

The Consultant shall provide geotechnical engineering services. These will include investigation into landslides, 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 not be 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.

G. 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 not be 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.

The consultant shall also be familiar with the following efforts/programs; Active Transportation Plan, Safe Routes to School, various grant programs available and best practices on bikeability and walkability integration into project designs.

H. **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 not be limited to the following:

Consultant services shall include, but not 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 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 preconstruction 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.

I. 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 not be 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, profilograph 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 VII 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 individuals 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) **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.
- 7) 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.
- 8) 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.
- 9) 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, profilograph tests, concrete tests, and any other tests not mentioned but necessary to adhere to the Project plans and specifications.
- 10) 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.
- 11) 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.
- 12) 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.
- 13) 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.
- 14) 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.
- 15) Review all progress payment requests for accuracy of actual work completed in the field.
- 16) 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.
- 17) 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.
- 18) 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 finished 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.

The Scope of Work is to be used as a general guide and is not intended to be a complete list of all work necessary to complete the project.

J. **Category 10 – Pavement Condition Inspection and Calculations**

Consultant shall provide pavement condition survey and calculations services for the County's maintained road system.

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

- Perform road distress/condition survey inspections (pavement condition survey) and Pavement Condition Index (PCI) calculations, in accordance with the Metropolitan Transportation Commission (MTC) inspection methods. Under this method, pavement distress, severity, and quantity of distress data is recorded for a 10% representative sample of a management segment. 100% of a pavement segment is reviewed to determine the most representative sample unit. A minimum of 10% of each section will be inspected, with at least one sample unit occurring for each 1,000 lineal feet of roadway. Pavement inspectors will update the distress data into County's pavement management software (StreetSaver) program and calculate the new Pavement Condition Index (PCI) for each road section using Streetsaver.
- Implement a Quality Assurance/Quality Control process where a different inspector (other than the initial pavement inspector) will re-inspect 5% of the total number of management sections to ensure consistency among the inspections and compliance with MTC's inspection protocol. Perform quality control on pavement inspection data at 25% and 50% completion of pavement inspections.

6.4 **PREVAILING RATES**

The services contemplated under this procurement include "public works". For all such work funded by this Agreement, the Contractor is required to comply with state prevailing wage law, Chapter 1 of Part 7 of Division 2 of the Labor Code, commencing with Section 1720 and Title 8, California Code of Regulations, Chapter 8, Subchapter 3, commencing with Section 16000, for any "public works" as that term is defined in the statutes, including all applicable flowdown provisions. For purposes of complying with prevailing wage laws, the Contractor must comply with the provisions applicable to an awarding body.

SECTION VII - ENCLOSURES

These are attached for information only. Do not complete these forms. The final agreement between the County and any successful proposer will be based on these templates.

- 7.1 ENCLOSURE 1: CONTRACTOR'S DECLARATION FORM**
- 7.2 ENCLOSURE 2: STANDARD COUNTY AGREEMENT WITH INDEPENDENT CONTRACTOR (INCLUDING EXHIBITS A AND B)**
- 7.3 ENCLOSURE 3: CHAPTERS 2.84 OF THE ORDINANCE CODE OF SAN MATEO COUNTY**
- 7.4 ENCLOSURE 4: CHAPTERS 2.85 OF THE ORDINANCE CODE OF SAN MATEO COUNTY**
- 7.5 ENCLOSURE 5: CEQA CHECKLIST**
- 7.6 ENCLOSURE 6: COUNTY OF SAN MATEO QUALITY ASSURANCE PROGRAM (QAP)**
- 7.7 ENCLOSURE 7: SAMPLE RFP AND EXHIBIT 10R FOR POTENTIAL STATE/FEDERAL FUNDED PROJECTS**

ENCLOSURE 1: CONTRACTOR'S DECLARATION FORM

**ENCLOSURE 2: STANDARD COUNTY AGREEMENT WITH INDEPENDENT
CONTRACTOR**

**ENCLOSURE 3: CHAPTERS 2.84 OF THE ORDINANCE CODE OF SAN
MATEO COUNTY**

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MATEO COUNTY**

ENCLOSURE 5: CEQA CHECKLIST

**ENCLOSURE 6: COUNTY OF SAN MATEO QUALITY ASSURANCE
PROGRAM (QAP)**

**ENCLOSURE 7: SAMPLE RFP AND EXHIBIT 10R FOR STATE AND
FEDERALLY FUNDED PROJECTS**