

# REQUEST FOR STATEMENTS OF INTEREST AND QUALIFICATIONS (RFQ)



**County of San Mateo**  
**Department of Public Works – Airports Division**

REQUEST FOR STATEMENTS OF INTEREST  
AND QUALIFICATIONS FOR

*Airport Engineering, Planning, Environmental and Architectural  
Services for the San Carlos and Half Moon Bay Airports*

Release Date: February 14, 2024

Responses must be received by 4:00 PM (PDT) on March 6, 2024

**Request for Statements of Interest and Qualifications**  
for Airport Engineering, Planning, Environmental and  
Architectural Services for the San Carlos and Half Moon Bay  
Airports

Responses must be in accordance with Section IV of this RFQ to:

**email: [airports@smcgov.org](mailto:airports@smcgov.org)**

**RESPONSES WILL NOT BE ACCEPTED  
AFTER 4:00 PM (PDT) ON MARCH 6, 2024**

<b>RFI released</b>	<b>February 14, 2024</b>
<b>Deadline for questions</b>	<b>February 27, 2024 at 4:00 PM</b>
<b>Deadline for submissions</b>	<b>March 6, 2024 at 4:00 PM</b>
<b>Submission format</b>	<b>Electronic submission to <a href="mailto:airports@smcgov.org">airports@smcgov.org</a></b>
<b>Interviews (if conducted)</b>	<b>March 12 - March 14, 2024 via Microsoft Teams</b>

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

Government Code Sections 6250 *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 Qualifications is a public record in its entirety. Also, all information submitted in response to this Request For Qualifications is itself a public record **without exception**. Submission of any materials in response to this Request For Qualifications 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.

## TABLE OF CONTENTS

SECTION I – GENERAL INFORMATION .....	4
A. STATEMENT OF INTENT .....	4
B. BACKGROUND .....	4
C. THE REQUEST FOR QUALIFICATIONS PROCESS.....	5
SECTION II – SCOPE OF WORK.....	5
A. DESCRIPTION .....	5
B. FUNDING .....	6
C. ADDITIONAL REQUIREMENTS/CONSIDERATIONS .....	6
SECTION III – GENERAL TERMS AND CONDITIONS .....	7
SECTION IV – REQUEST FOR QUALIFICATIONS PROCEDURE .....	8
A. TENTATIVE SCHEDULE OF EVENTS .....	8
B. SUBMISSION OF RESPONSES.....	8
C. RESPONSE REVIEW AND SELECTION .....	9
SECTION V – RESPONSE SUBMISSION REQUIREMENTS .....	9
A. GENERAL INSTRUCTIONS .....	9
B. RESPONSE CONTENT AND FORMAT.....	10
SECTION VI – ENCLOSURES .....	11

## **SECTION I – GENERAL INFORMATION**

### **A. STATEMENT OF INTENT**

As outlined in more detail in Section II – Scope of Work, below, this Request for Statement of Interest and Qualifications (RFQ) seeks professional services of qualified consulting firms for a five-year period to provide engineering, planning, environmental, and architectural consulting services for Federal Aviation Administration (FAA), State of California (State) and County of San Mateo (County) funded projects at the San Carlos and Half Moon Bay Airports (Airports). The target commencement date and initial term for the proposed services is June 2024 through May 2029, subject to negotiation of a final agreement.

### **B. BACKGROUND**

#### **San Carlos Airport**

The San Carlos Airport is located approximately 20 miles south of downtown San Francisco near the San Francisco Bay. It was constructed in its present location in 1953. The San Carlos Airport is home to approximately 430 aircraft and over 25 aviation-related businesses. San Carlos Airport generates over 100,000 aircraft operations annually. San Carlos Airport provides a variety of emergency service and response functions including Air-Ambulance, Medevac flights, law enforcement patrols and it provides a base for other important emergency service activities and government agencies that add to the safety and security of the community. The Airport is self-funded through airport user and business fees and receives no money from the County's General Fund.

#### **Half Moon Bay Airport**

The Half Moon Bay Airport is located on the scenic Northern California coast about 20 miles south of San Francisco. It was constructed for the U.S. Army in 1942 and the County acquired the Airport in 1947. The Airport has served a variety of roles over the years and is currently an important business, transportation and emergency service asset to the community. Half Moon Bay Airport provides a variety of emergency service and response functions including Air-Ambulance and Medevac flights; law enforcement and homeland security patrols; Coast Guard sea-rescue operations; and use as a disaster relief staging site for the airlifting of emergency supplies in the event that roads are closed during a disaster or emergency. The Half Moon Bay Airport is home to approximately 80 based aircraft and several businesses. The Airport is self-funded through airport user and business fees and receives no money from the County's General Fund.

Aviation is the top employer in San Mateo County and the Airport provides an important source of education and training for the pilots, mechanics and Airport employees that fill the jobs in the industry.

### **C. THE REQUEST FOR QUALIFICATIONS PROCESS**

The County of San Mateo seeks by way of this RFQ to survey qualified providers and consultants (“Respondent(s)”) about their knowledge and expertise regarding the provision of engineering, planning, environmental, and architectural consulting services for FAA, State and County funded projects at the San Carlos and Half Moon Bay Airports. The Respondents must be able to show that they are capable of performing the services requested in accordance with FAA Advisory Circular 150/5100-14E Architectural, Engineering, and Planning Consultant Services for Airport projects. Such evidence includes, but is not limited to, demonstrated competency and experience in delivering services of a similar scope and type and local availability of the Respondent’s personnel and equipment resources.

The information in this RFQ is in no way final nor does it represent what may be contained in any future RFP or contract. This RFQ does not constitute a commitment to award a contract, or pay any costs incurred in the preparation of a response to this request.

*The agreement(s) between the sponsor and the selected consultant will be subject to all applicable Federal Rules and Regulations as identified in AC 150/5100-14E.*

## **SECTION II – SCOPE OF WORK**

### **A. DESCRIPTION**

The County of San Mateo (County) wishes to retain the professional services of qualified Respondent(s) for a five (5) year period to provide engineering, planning, environmental, and architectural services for FAA, State and County-funded projects at the San Carlos and Half Moon Bay Airports.

Respondent(s) may submit Statements of Interest and Qualifications for one or all of the following services listed here: Airport Engineering Services; Airport Environmental Services; Airport Planning Services; and Airport Architectural Services.

The solicited scope of services includes, but is not limited to, the following tasks:

- Assist in preparation and development of the Airport Capital Improvement Plan (ACIP).
- Prepare necessary applications and documentation for Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grant funding.

- Project planning; architecture, landscape architecture, and associated engineering; airfield civil and electrical engineering for ACIP projects including Terminal, Runways, and Taxiways and associated tasks.
- Project planning, architecture, landscape architecture, and associated engineering for projects in addition to the ACIP, such as hangars, parking lots, and other airport projects as may be deemed appropriate.
- Airport Master Planning, Airport System Wide Study, Comprehensive Land Use Studies and updating Airport Layout Plans (ALP) to the current FAA Electronic-ALP standard.
- Environmental studies, assessments, and reports to include requirements of CEQA, NEPA, and associated regulations; and representing the County in discussions with regulatory agencies.
- Miscellaneous airport planning, engineering and consulting support services as may be required from time to time by the County of San Mateo. These consultant services may include representing the County in discussions with FAA regarding the work program, grant requirements and project documentation.

## **B. FUNDING**

Airport projects and funding for these Agreements are supported by FAA and State grants as well as the Airport Enterprise Fund.

## **C. ADDITIONAL REQUIREMENTS/CONSIDERATIONS**

The agreement(s) between the County and the selected Respondent(s) will be subject to all applicable Federal Rules and Regulations as identified in AC 150/5100-14E.

Please note that this is an RFQ. A detailed cost proposal is not being requested at this time. Final project costs will be determined through negotiations with the selected Respondent(s). If project cost negotiations with the selected Respondent(s) are unsuccessful, the County reserves the right to enter into negotiations with other qualified Respondent(s).

If a selection cannot be made based on SOQs, the most qualified Respondent(s) may be contacted to provide additional information. If warranted, detailed interviews will be requested.

At the conclusion of the solicitation period, the County will review each submission, and then rank the SOQs according to evaluation criteria listed below. During the evaluation process, the County reserves the right, where it may serve the County's best interest, to

request additional information or clarifications from Respondent(s), or to allow corrections of errors or omissions.

- Understanding of the project(s).
- Recent experience with similar airport projects.
- Experience working closely with the FAA, specifically the SFO Airports District Office.
- Interest in the solicitation.
- References.
- Ability to meet schedules and keep work within the allocated budget.
- Qualifications of the project manager and consultants assigned to the project.
- Familiarity with the project(s) and location.
- Consultant team.
- Current workload.

Upon determination of the highest ranked firm, the County will endeavor to negotiate a mutually agreeable scope of services and fee with the selected Respondent(s). In the event that the County is unable to reach agreement, the County will proceed, at its sole discretion, to negotiate with the next qualified Respondent(s) selected by the County.

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

**Read all Instructions.** Read the entire RFQ and all enclosures (if any) before preparing your response.

#### **A. Questions and Responses Process**

- i. Submit questions and/or notifications of apparent errors no later than 4:00 PM on Tuesday, February 27, 2024, to [airports@smcgov.org](mailto:airports@smcgov.org)
- ii. Questions and comments received after the deadline may not be acknowledged.
- iii. Responses to questions and/or comments received will be posted on the Public Works website on or before Friday, March 1, 2024.

#### **B. Revisions to the Solicitation**

- i. The County may cancel, revise or reissue this solicitation, in whole or in part, for any reason.
- ii. Revisions will be posted on the Public Works website

- If any addenda are issued, it will be the sole responsibility of the individual party to retrieve them.
- C. Contact With County Employees** As of the issuance date of this RFQ and continuing until the final date for responses, all Respondents are specifically directed not to hold meetings, conferences, or technical discussions with any County employee for purposes of responding to this RFQ except as otherwise permitted by this RFQ.
- D. Miscellaneous.** This RFQ is not a commitment or contract of any kind. The County reserves the right to pursue any and/or all ideas generated by this RFQ. The responses shall be used to determine the respondent’s ability to render the services to be provided. The failure of a respondent to comply fully with the instructions in the RFQ may eliminate its response from further evaluation as determined at the sole discretion of the County. Respondents must be legally authorized to do business in the state of California.

**SECTION IV – REQUEST FOR QUALIFICATIONS PROCEDURE**

This section describes the general RFQ procedure used by the County, and the remaining sections of this RFQ list the requirements.

**A. TENTATIVE SCHEDULE OF EVENTS**

EVENT	DATE
Release Request for Qualifications	February 14, 2024 04:00 PM
Questions Submitted to County Deadline	February 27, 2024 4:00 PM
Release Responses to Questions	March 1, 2024 4:00 PM
RFQ Response Deadline	March 6, 2024 4:00 PM
Interviews, if conducted	March 12-14, 2024 <i>via Microsoft Teams</i>

**B. SUBMISSION OF RESPONSES**

Statement of Interest and Qualifications: Responses to this RFQ must be submitted no later than 4:00 PM on Wednesday, March 6, 2024 to [airports@smcgov.org](mailto:airports@smcgov.org)

Additionally, Statement of Interest and Qualifications should be in the format required in Section V. A, below. The County reserves the right to negotiate terms upon evaluation of the submittals.

By submitting a Statement of Interest and Qualifications, each Respondent 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 Statement of Interest and Qualifications will be used to determine the consulting firm's capability of rendering the services to be provided. The failure of a consulting firm to comply fully with the instructions in this RFQ may eliminate its submission from further evaluation as determined in the sole discretion of the County. The County reserves the sole right to evaluate the contents of Statement of Interest and Qualifications submitted in response to this RFQ and to select a consultant, if any.

### **C. RESPONSE REVIEW AND SELECTION**

During the review process, the County may require a respondent's representative to answer specific questions orally and/or in writing. The County may also require a visit to the respondent's offices, other field visits or observations by County representatives, or demonstrations as part of the overall RFQ review.

Responses to this RFQ must adhere to the format detailed in Section V - RESPONSE SUBMISSION REQUIREMENTS. The criteria used as a guideline in the review will include, but not be limited to, the following:

- Firm qualifications and experience, including capability and experience of key personnel and experience with other public or private agencies to provide these services
- Proposed approach, including clarity of understanding of the scope of services to be provided and appropriateness of the proposed solution/services
- Customer service
- History of successfully performing services for public or private agencies
- Ability to meet any required timelines or other requirements
- Cost to the County for the primary services described by this RFQ
- References
- Compliance with County RFQ and County requirements
- FAA Advisory Circular 150/5100-14, as amended

## **SECTION V – RESPONSE SUBMISSION REQUIREMENTS**

The response should be submitted in the following format:

### **A. GENERAL INSTRUCTIONS**

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

All responses should adhere to the specified content and sequence of information described by this RFQ.

## **B. RESPONSE CONTENT AND FORMAT**

Response Narrative (35 pages maximum)

- Cover Letter
- Table of Contents
- Overview/Summary
- Legal Name of Firm, Mailing Address, Phone Number, Email Address
- Org chart
- Identification of assigned staff
- Skills, experience, education, and licenses of personnel and staff to be assigned to projects at both Airports
- Comprehension of the services requested
- A detailed description of the Respondent's approach to providing the services requested in the RFQ
- Demonstrated success in providing such services at similar Airports with examples of those projects including their size(s) and description(s) of those project(s)
- A minimum of 5 references related to the Respondent's experience AND performance. References should demonstrate similar services or projects in scope. Reference must include the organization's name, mailing address, person of contact, telephone number, email address
- Certificate of Insurance - The County has certain insurance requirements that must be met. In most situations those requirements include the following: the contractor must carry \$1,000,000 or more in comprehensive general liability insurance; the contractor 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 contractor has two or more employees, the contractor must carry the statutory limit for workers' compensation insurance; if the contractor or its employees maintain a license to perform professional services (e.g., architectural, legal, medical, psychological, etc.), the contractor must carry professional liability insurance; and generally the contractor 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.

## **SECTION VI – ENCLOSURES**

- Enclosure 1    Airport Capital Improvement Program
- Enclosure 2    Standard County Agreement with Independent Contractor
- Enclosure 3    Equal Benefits Program – Chapter 2.84 of the Ordinance Code of San Mateo
- Enclosure 4    Jury Service Ordinance - Chapter 2.85 of the Ordinance Code of San Mateo County

ACIP Proposal Funding & Sequence Summary

Airport: SAN CARLOS AIRPORT (SQL)

Federal Entity Identifier: 3-06-0210

Proposed ACIP Funding Summary (2024-2029)



FY and Fund Type	Project Description <i>(include phase)</i>	Delivery Method (CMGC/DBB/ DB)	Expected BID Date	Total Project Cost	AIP Entitlement Amount available	AIP Discretionary Amount requested	AIP - Noise/ZEV/VALE or Supplemental	AIG Amount available	BIL ATP/FCT Competitive Amount Requested	Federal Share Grant Total	Local Share	Start Date	Completion Date	Environmental
<b>2024 Application</b>														
2024 AIP Project	Taxiway J, K, L, M (RSAT) Reconfiguration and Electrical Improvements (Design)	----	----	\$195,000	\$150,000	\$25,500	\$0	\$0	\$0	\$175,500	\$19,500	Mar 2024	Jan 2025	CATEX 2023
<b>2024 Subtotal AIP</b>				<b>\$195,000</b>	<b>\$150,000</b>	<b>\$25,500</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$175,500</b>	<b>\$19,500</b>			
2024 ZEV	Purchase 2 Electric vehicles for airport Operations	----	----	\$55,000	\$0	\$0	\$49,500	\$0	\$0	\$49,500	\$5,500	----	----	----
<b>2024 Subtotal Noise/Vale/ZEV/Supplemental</b>				<b>\$55,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$49,500</b>	<b>\$0</b>	<b>\$0</b>	<b>\$49,500</b>	<b>\$5,500</b>			
2024 AIG	Drainage Study for Flood Protection/Levee Assessment	----	----	\$45,000	\$0	\$0	\$0	\$694,000	\$0	\$40,500	\$4,500	May 2024	Jan 2025	CATEX 2023
2024 AIG	Crack Seal, Seal Coat, and Restripe w/possible localized reconstruction of Transient Parking Ramp (Design)	----	----	\$75,000	\$0	\$0	\$0		\$0	\$67,500	\$7,500	May 2024	Jan 2025	CATEX 2023
<b>2024 AIG Subtotal</b>				<b>\$120,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$694,000</b>	<b>\$0</b>	<b>\$108,000</b>	<b>\$12,000</b>			
<b>2024 TOTAL:</b>				<b>\$370,000</b>	<b>\$150,000</b>	<b>\$25,500</b>	<b>\$49,500</b>	<b>\$694,000</b>	<b>\$0</b>	<b>\$333,000</b>	<b>\$37,000</b>			
<b>2025 Application</b>														
2025 AIP Project	Taxiway J, K, L, M (RSAT) Reconfiguration and Electrical Improvements (Construction)	DBB	Mar 2025	\$1,500,000	\$165,000	\$1,185,000	\$0	\$0	\$0	\$1,350,000	\$150,000	May 2025	Feb 2026	CATEX 2023
<b>2025 Subtotal AIP</b>				<b>\$1,500,000</b>	<b>\$165,000</b>	<b>\$1,185,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,350,000</b>	<b>\$150,000</b>			
2025 AIG	Crack Seal, Seal Coat, and Restripe w/possible localized reconstruction of Transient Parking Ramp (Construction)	DBB	Feb 2025	\$250,000	\$0	\$0	\$0	\$878,000	\$0	\$225,000	\$25,000	May 2025	Jan 2026	CATEX 2024
2025 AIG	Rehabilitation of Hotel Aircraft Ramp and Taxilane (Design)	----	----	\$85,000	\$0	\$0	\$0		\$0	\$76,500	\$8,500	May 2025	Jan 2026	CATEX 2024
2025 AIG	Rehabilitate Airport Entrance Road (Design)	----	----	\$110,000	\$0	\$0	\$0		\$0	\$99,000	\$11,000	May 2025	Jan 2026	CATEX 2024
2025 AIG	Rehabilitation 701 and 709 Skyway Road Parking Lots (Design)	----	----	\$75,000	\$0	\$0	\$0		\$0	\$67,500	\$7,500	May 2025	Jan 2026	CATEX 2024
<b>2025 AIG Subtotal</b>				<b>\$520,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$878,000</b>	<b>\$0</b>	<b>\$468,000</b>	<b>\$52,000</b>			
<b>2025 TOTAL:</b>				<b>\$2,020,000</b>	<b>\$165,000</b>	<b>\$1,185,000</b>	<b>\$0</b>	<b>\$878,000</b>	<b>\$0</b>	<b>\$1,818,000</b>	<b>\$202,000</b>			

ACIP Proposal Funding & Sequence Summary

Airport: SAN CARLOS AIRPORT (SQL)

Federal Entity Identifier: 3-06-0210

Proposed ACIP Funding Summary (2024-2029)



FY and Fund Type	Project Description <i>(include phase)</i>	Delivery Method (CMGC/DBB/ DB)	Expected BID Date	Total Project Cost	AIP Entitlement Amount available	AIP Discretionary Amount requested	AIP - Noise/ZEV/VALE or Supplemental	AIG Amount available	BIL ATP/FCT Competitive Amount Requested	Federal Share Grant Total	Local Share	Start Date	Completion Date	Environmental
<b>2026 Application</b>														
2026 AIP Project	No Projects, Entitlement Carryover Year	-----	-----	-----	\$150,000	-----	-----	-----	-----	-----	-----	-----	-----	-----
<b>2026 Subtotal AIP</b>				<b>\$0</b>	<b>\$150,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>			
2026 AIG	Replace Existing Exterior Security Lighting with LED Lights (Construction)	DB	Aug 2026	\$50,000	\$0	\$0	\$0	<b>\$702,000</b>	\$0	\$45,000	\$5,000	Mar 2026	Jan 2027	CATEX 2025
2026 AIG	install LED lights and timers in Hangars (Construction)	DB	Aug 2026	\$40,000	\$0	\$0	\$0		\$0	\$36,000	\$4,000	Mar 2026	Jan 2027	CATEX 2025
2026 AIG	Rehabilitate Airport Entrance Road (Construction)	DBB	Aug 2026	\$205,000	\$0	\$0	\$0		\$0	\$184,500	\$20,500	Mar 2026	Jan 2027	CATEX 2025
<b>2026 AIG Subtotal</b>				<b>\$295,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$702,000</b>	<b>\$0</b>	<b>\$265,500</b>	<b>\$29,500</b>			
2026 BIL - ATP	Terminal Building (Construction) Sponsor to Pre-fund Design	DBB	Feb 2026	\$50,000,000	\$0	\$0	\$0	\$0	\$45,000,000	\$45,000,000	\$5,000,000	Mar 2026	Dec 2027	CATEX 2024
<b>2026 ATP Subtotal</b>				<b>\$50,000,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$45,000,000</b>	<b>\$45,000,000</b>	<b>\$5,000,000</b>			
<b>2026 TOTAL:</b>				<b>\$50,295,000</b>	<b>\$150,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$702,000</b>	<b>\$45,000,000</b>	<b>\$45,265,500</b>	<b>\$5,029,500</b>			
<b>2027 Application</b>														
2027 AIP Project	No Projects, Entitlement Carryover Year	-----	-----	-----	\$300,000	-----	-----	-----	-----	-----	-----	-----	-----	-----
<b>2027 Subtotal AIP</b>				<b>\$0</b>	<b>\$300,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>			
2027 AIG	Rehabilitation 701 and 709 Skyway Road Parking Lots (Construction)	DBB	Feb 2027	\$280,000	\$0	\$0	\$0	<b>\$436,500</b>	\$0	\$252,000	\$28,000	May 2027	Jan 2028	CATEX 2026
2027 AIG	Rehabilitation of Hotel Aircraft Ramp and Taxilane (Construction)	DBB	Feb 2027	\$230,000	\$0	\$0	\$0		\$0	\$207,000	\$23,000	May 2027	Jan 2028	CATEX 2026
<b>2027 AIG Subtotal</b>				<b>\$510,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$436,500</b>	<b>\$0</b>	<b>\$459,000</b>	<b>\$51,000</b>			
<b>2027 TOTAL:</b>				<b>\$510,000</b>	<b>\$300,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$436,500</b>	<b>\$0</b>	<b>\$459,000</b>	<b>\$51,000</b>			

ACIP Proposal Funding & Sequence Summary

Airport: SAN CARLOS AIRPORT (SQL)

Federal Entity Identifier: 3-06-0210

Proposed ACIP Funding Summary (2024-2029)



FY and Fund Type	Project Description (include phase)	Delivery Method (CMGC/DBB/ DB)	Expected BID Date	Total Project Cost	AIP Entitlement Amount available	AIP Discretionary Amount requested	AIP - Noise/ZEV/VALE or Supplemental	AIG Amount available	BIL ATP/FCT Competitive Amount Requested	Federal Share Grant Total	Local Share	Start Date	Completion Date	Environmental
<b>2028 Application</b>														
2028 AIP Project	No Projects, Entitlement Carryover Year				\$450,000	\$0	\$0	\$0	\$0	\$0	\$0			
<b>2028 Subtotal AIP</b>				\$0	\$450,000	\$0	\$0	\$0	\$0	\$0	\$0			
2028 AIG	No Projects	----	----	----	----	----	----	----	----	----	----	----	----	----
<b>2028 AIG Subtotal</b>				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0			
2028 BIL - ATP	No Projects	----	----	----	----	----	----	----	----	----	----	----	----	----
<b>2028 ATP Subtotal</b>				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0			
<b>2028 TOTAL:</b>				\$0	\$450,000	\$0	\$0	\$0	\$0	\$0	\$0			
<b>2029 Application</b>														
2029 AIP Project	No Projects, Entitlement Carryover Year				\$600,000	\$0	\$0	\$0	\$0	\$0	\$0			
<b>2029 Subtotal AIP</b>				\$0	\$600,000	\$0	\$0	\$0	\$0	\$0	\$0			
2029 AIG	No Projects	----	----	----	----	----	----	----	----	----	----	----	----	----
<b>2029 AIG Subtotal</b>				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0			
2029 BIL - ATP	No Projects	----	----	----	----	----	----	----	----	----	----	----	----	----
<b>2029 ATP Subtotal</b>				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0			
<b>2029 TOTAL:</b>				\$0	\$600,000	\$0	\$0	\$0	\$0	\$0	\$0			
<b>FY2024 - FY2029 TOTAL:</b>				\$53,195,000	-----	\$1,210,500	\$49,500	-----	\$45,000,000	\$47,875,500	\$5,319,500			

	BIL AIG SUMMARY				AIP SUMMARY				
	Received	Accrued	Spent	Remaining	Received (Entitlement)	Accrued (Entitlement)	Project Costs (Total)	Remaining Entitlements	Required (Discretionary)
2022	\$295,000	\$110,000	\$0	\$110,000	----	----	----	----	----
2023	\$292,000	\$402,000	\$0	\$402,000	----	----	----	----	----
2024	\$292,000	\$694,000	\$108,000	\$586,000	\$150,000	\$150,000	\$175,500	\$0	\$25,500
2025	\$292,000	\$878,000	\$468,000	\$410,000	\$150,000	\$150,000	\$1,350,000	\$0	\$1,200,000
2026	\$292,000	\$702,000	\$265,500	\$436,500	\$150,000	\$150,000	\$0	\$150,000	\$0
2027	\$0	\$436,500	\$459,000	-\$22,500	\$150,000	\$300,000	\$0	\$300,000	\$0
2028	----	----	----	----	\$150,000	\$450,000	\$0	\$450,000	\$0
2029	----	----	----	----	\$150,000	\$600,000	\$0	\$600,000	\$0

ACIP Proposed Funding & Sequence Summary

Airport: HALF MOON BAY AIRPORT (HAF)

Federal Entity Identifier: 3-06-0097



Proposed ACIP Funding Summary (2024-2029)

FY and Fund Type	Project Description <i>(include phase)</i>	Delivery Method (CMGC/DBB/ DB)	Expected BID Date	Total Project Cost	AIP Entitlement Amount available	AIP Discretionary Amount requested	AIP - Noise/ZEV/VALE or Supplemental	AIG Amount available	BIL ATP/FCT Competitive Amount Requested	Federal Share Grant Total	Local Share	Start Date	Completion Date	Environmental
<b>2024 Application</b>														
2024 AIP Project	Airfield Electrical Improvements, Runway Edge Lights & Signage (Design)	----	----	\$40,000	\$235,587	\$0	\$0	\$0	\$0	\$36,000	\$4,000	Mar 2024	Jan 2025	CATEX 2023
2024 AIP Project	Airfield Electrical Improvements, Taxiway Edge Lights & Signage (Design)	----	----	\$50,000	\$199,587	\$0	\$0	\$0	\$0	\$45,000	\$5,000	Mar 2024	Jan 2025	CATEX 2023
2024 AIP Project	Airfield Electrical Improvements, Airfield Vault Building & Emergency Generator (Construction)	DBB	Mar 2024	\$1,200,000	\$154,587	\$925,413	\$0	\$0	\$0	\$1,080,000	\$120,000	May 2024	Dec 2025	CATEX 2023
2024 AIP Project	Airfield Electrical Improvements, PAPI's (Design)	----	----	\$40,000	\$0	\$36,000	\$0	\$0	\$0	\$36,000	\$4,000	Mar 2024	Jan 2025	CATEX 2023
2024 AIP Project	PAPI Flight Check (Reimbursable Agreement)	----	----	\$60,000	\$0	\$54,000	\$0	\$0	\$0	\$54,000	\$6,000	Mar 2024	Jan 2025	CATEX 2023
<b>2024 Subtotal AIP</b>				<b>\$1,390,000</b>	<b>\$235,587</b>	<b>\$1,015,413</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,251,000</b>	<b>\$139,000</b>			
2024 ZEV	Purchase 2 Electric vehicles for airport Operations	----	----	\$55,000	\$0	\$0	\$49,500	\$0	\$0	\$49,500	\$5,500	----	----	----
<b>2024 Subtotal Noise/Vale/ZEV/Supplmental</b>				<b>\$55,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$49,500</b>	<b>\$0</b>	<b>\$0</b>	<b>\$49,500</b>	<b>\$5,500</b>			
2024 AIG	Crack Seal, Seal Coat, Re-Stripe Taxiways (Design)	----	----	\$110,000	\$0	\$0	\$0	\$175,000	\$0	\$99,000	\$11,000	May 2024	Jan 2025	CATEX 2023
2024 AIG	Terminal Narrative Report w/ AIP Drawing Update	----	----	\$250,000	\$0	\$0	\$0		\$0	\$225,000	\$25,000	Jun 2024	Feb 2025	----
<b>2024 AIG Subtotal</b>				<b>\$360,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$175,000</b>	<b>\$0</b>	<b>\$324,000</b>	<b>\$36,000</b>			
<b>2024 TOTAL:</b>				<b>\$1,805,000</b>	<b>\$235,587</b>	<b>\$1,015,413</b>	<b>\$49,500</b>	<b>\$175,000</b>	<b>\$0</b>	<b>\$1,624,500</b>	<b>\$180,500</b>			
<b>2025 Application</b>														
2025 AIP Project	Airfield Electrical Improvements, PAPI's (Construction)	DBB	Mar 2025	\$210,000	\$150,000	\$39,000	\$0	\$0	\$0	\$189,000	\$21,000	May 2025	Dec 2025	CATEX 2023
<b>2025 Subtotal AIP</b>				<b>\$210,000</b>	<b>\$150,000</b>	<b>\$39,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$189,000</b>	<b>\$21,000</b>			
2025 AIG	Crack Seal & Seal Coat Terminal Transient Ramp (Design)	DBB	----	\$45,000	\$0	\$0	\$0	\$0	\$0	\$40,500	\$4,500	May 2025	Jan 2026	CATEX 2024
2025 AIG	Perimeter Fencing (Design)	DBB	----	\$275,000	\$0	\$0	\$0		\$0	\$247,500	\$27,500	May 2025	Jan 2026	CATEX 2024
<b>2025 AIG Subtotal</b>				<b>\$320,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$288,000</b>	<b>\$32,000</b>			
<b>2025 TOTAL:</b>				<b>\$530,000</b>	<b>\$150,000</b>	<b>\$39,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$477,000</b>	<b>\$53,000</b>			

ACIP Proposed Funding & Sequence Summary

Airport: HALF MOON BAY AIRPORT (HAF)

Federal Entity Identifier: 3-06-0097



Proposed ACIP Funding Summary (2024-2029)

FY and Fund Type	Project Description <i>(include phase)</i>	Delivery Method (CMGC/DBB/ DB)	Expected BID Date	Total Project Cost	AIP Entitlement Amount available	AIP Discretionary Amount requested	AIP - Noise/ZEV/VALE or Supplemental	AIG Amount available	BIL ATP/FCT Competitive Amount Requested	Federal Share Grant Total	Local Share	Start Date	Completion Date	Environmental
<b>2026 Application</b>														
2026 AIP Project	Airfield Electrical Improvements, Runway Edge Lights & Signage (Construction)	DBB	Mar 2026	\$700,000	\$150,000	\$480,000	\$0	\$0	\$0	\$630,000	\$70,000	May 2026	Jan 2027	CATEX 2023
2026 AIP Project	Airfield Electrical Improvements, Taxiway Edge Lights & Signage (Construction)	DBB	Mar 2026	\$1,700,000	\$0	\$1,530,000	\$0	\$0	\$0	\$1,530,000	\$170,000	May 2026	Dec 2027	CATEX 2023
<b>2026 Subtotal AIP</b>				<b>\$2,400,000</b>	<b>\$150,000</b>	<b>\$2,010,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$2,160,000</b>	<b>\$240,000</b>			
2026 AIG	Crack Seal & Seal Coat Terminal Transient Ramp (Construction)	DBB	May 2026	\$175,000	\$0	\$0	\$0	\$0	\$0	\$157,500	\$17,500	Aug 2026	Dec 2027	CATEX or EA 2025
2026 AIG	Perimeter Fencing (Construction)	DBB	May 2026	\$2,300,000	\$0	\$0	\$0	\$0	\$0	\$2,070,000	\$230,000	Aug 2026	Dec 2027	CATEX or EA 2025
<b>2026 AIG Subtotal</b>				<b>\$2,475,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$2,227,500</b>	<b>\$247,500</b>			
2026 BIL - ATP	Terminal Building (Construction) <i>Sponsor to Pre-fund Design</i>	----	----	\$40,000,000	\$0	\$0	\$0	\$0	\$36,000,000	\$36,000,000	\$4,000,000	Mar 2026	Dec 2027	EA 2024
<b>2026 ATP Subtotal</b>				<b>\$40,000,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$36,000,000</b>	<b>\$36,000,000</b>	<b>\$4,000,000</b>			
<b>2026 TOTAL:</b>				<b>\$44,875,000</b>	<b>\$150,000</b>	<b>\$2,010,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$36,000,000</b>	<b>\$40,387,500</b>	<b>\$4,487,500</b>			
<b>2027 Application</b>														
2027 AIP Project	Replace Rotating Beacon and Rehab Beacon Tower	DB	Feb 2027	\$225,000	\$150,000	\$52,500	\$0	\$0	\$0	\$202,500	\$22,500	May 2027	Jan 2028	CATEX 2026
2027 AIP Project	Crack Seal, Seal Coat, Re-Stripe Taxiways (Construction)	DBB	Mar 2027	\$1,000,000	\$0	\$900,000	\$0	\$0	\$0	\$900,000	\$100,000	May 2027	Jan 2028	CATEX 2024
<b>2027 Subtotal AIP</b>				<b>\$1,225,000</b>	<b>\$150,000</b>	<b>\$952,500</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,102,500</b>	<b>\$122,500</b>			
2027 AIG	No Projects	----	----	----	----	----	----	\$0	----	----	----	----	----	----
<b>2027 AIG Subtotal</b>				<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>			
2027 BIL - ATP	No Projects	----	----	----	----	----	----	----	----	----	----	----	----	----
<b>2027 ATP Subtotal</b>				<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>			
<b>2027 TOTAL:</b>				<b>\$1,225,000</b>	<b>\$150,000</b>	<b>\$952,500</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,102,500</b>	<b>\$122,500</b>			



ACIP Proposed Funding & Sequence Summary

Airport: HALF MOON BAY AIRPORT (HAF)

Federal Entity Identifier: 3-06-0097



Proposed ACIP Funding Summary (2024-2029)

FY and Fund Type	Project Description <i>(include phase)</i>	Delivery Method (CMGC/DBB/ DB)	Expected BID Date	Total Project Cost	AIP Entitlement Amount available	AIP Discretionary Amount requested	AIP - Noise/ZEV/VALE or Supplemental	AIG Amount available	BIL ATP/FCT Competitive Amount Requested	Federal Share Grant Total	Local Share	Start Date	Completion Date	Environmental
<b>2028 Application</b>														
2028 AIP Project	North Transient Ramp (Design)	DBB	----	\$45,000	\$150,000	\$0	\$0	\$0	\$0	\$40,500	\$4,500	May 2028	Jan 2009	CATEX 2026
2028 AIP Project	Terminal Parking Lot (Design)	DBB	----	\$35,000	\$109,500					\$31,500	\$3,500	May 2028	Jan 2029	CATEX 2026
<b>2028 Subtotal AIP</b>				<b>\$80,000</b>	<b>\$150,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$72,000</b>	<b>\$4,500</b>			
2028 AIG	No Projects	----	----	----	----	----	----	----	----	----	----	----	----	----
<b>2028 AIG Subtotal</b>				<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>			
2028 BIL - ATP	No Projects	----	----	----	----	----	----	----	----	----	----	----	----	----
<b>2028 ATP Subtotal</b>				<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>			
<b>2028 TOTAL:</b>				<b>\$80,000</b>	<b>\$150,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$72,000</b>	<b>\$4,500</b>			
<b>2029 Application</b>														
2029 AIP Project	No Projects, Entitlement Carryover Year	----	----	----	\$220,000	----	----	----	----	----	----	----	----	----
<b>2029 Subtotal AIP</b>				<b>\$0</b>	<b>\$220,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>			
2029 AIG	No Projects	----	----	----	----	----	----	----	----	----	----	----	----	----
<b>2029 AIG Subtotal</b>				<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>			
2029 BIL - ATP	No Projects	----	----	----	----	----	----	----	----	----	----	----	----	----
<b>2029 ATP Subtotal</b>				<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>			
<b>2029 TOTAL:</b>				<b>\$0</b>	<b>\$220,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>			
<b>FY2024 - FY2029 TOTAL:</b>				<b>\$48,515,000</b>	<b>----</b>	<b>\$4,016,913</b>	<b>\$49,500</b>	<b>----</b>	<b>\$36,000,000</b>	<b>\$43,663,500</b>	<b>\$4,848,000</b>			

## EQUAL BENEFITS COMPLIANCE ORDINANCE NO. 4324, CHAPTER 2.84

### 2.84.010 Definitions

For the purposes of this chapter:

- (a) "Contract" means a legal agreement between the County and a Contractor for public works, consulting, or other services, or for purchase of supplies, material or equipment for which the consideration is in excess of \$5,000.
- (b) "Contractor" means a party who enters into a Contract with the County.
- (c) "Contract Awarding Authority" means the Board of Supervisors or the individual authorized by the Board of Supervisors to enter into Contracts on behalf of the County.
- (d) "Domestic Partner" means any person who is registered as a domestic partner with the Secretary of State, State of California registry or the registry of the state in which the employee is a resident.
- (e) "Employee Benefits" means the provision of any benefit other than pension and retirement benefits provided to spouses of employees or provided to an employee on account of the employee's having a spouse, including but not limited to bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; vacation; travel benefits; and any other benefits given to employees, provided that it does not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state law. (Ord. 4324, 08/15/06)

### 2.84.020 Discrimination in the provision of benefits prohibited

(a) No Contractor on a County Contract shall discriminate in the provision of Employee Benefits between an employee with a domestic partner and an employee with a spouse, subject to the following conditions:

1. In the event that the Contractor's actual cost of providing a particular benefit for the domestic partner of an employee exceeds that of providing it for the spouse of an employee, or the Contractor's actual cost of providing a particular benefit to the spouse of an employee exceeds that of providing it for the domestic partner of an employee, the Contractor shall not be deemed to discriminate in the provision of Employee Benefits if the Contractor conditions providing such benefit upon the employee's agreement to pay the excess costs.
2. The Contractor shall not be deemed to discriminate in the provision of Employee Benefits if, despite taking reasonable measures to do so, the Contractor is unable to extend a particular employee benefit to domestic partners, so long as the Contractor provides the employee with a cash payment equal to the Contractor's cost of providing the benefit to an employee's spouse.

(b) The Board of Supervisors may waive the requirements of this Chapter when it determines that it is in the best interests of the County. The County Executive 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 Executive.

(d) The Contract Awarding Authority, or in the case of Contracts approved by the Board, the County Executive, 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 Executive

The County Executive'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;
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 non-compliance, 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 01, 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)

## CONTRACTOR EMPLOYEE JURY SERVICE ORDINANCE NO. 4324, CHAPTER 2.85

### 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 Executive, 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 Executive.
- (e) The County Executive 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 Executive

The County Executive'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.

(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)

#### 2.85.040 Date of Application

The provisions of this chapter shall apply to any contract awarded or amended on or after September 01, 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)

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

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and [Insert contractor legal name here], hereinafter called "Contractor."

\* \* \*

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

Whereas, it is necessary and desirable that Contractor be retained for the purpose of [Enter information here].

**Now, therefore, it is agreed by the parties to this Agreement as follows:**

**1. Exhibits and Attachments**

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

Exhibit A—Services

Exhibit B—Payments and Rates

Attachment H—HIPAA Business Associate Requirements Attachment I—§ 504 Compliance

Attachment IP – Intellectual Property **Services to be performed by Contractor**

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

**2. Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit 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). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

**3. Term**

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

#### **4. Termination**

This Agreement may be terminated by Contractor or by the [Title of County Department Head] or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

#### **5. Contract Materials**

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

#### **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**

a. **General Hold Harmless**

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

(A) injuries to or death of any person, including Contractor or its employees/officers/agents;

(B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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

b. **Intellectual Property Indemnification**

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies

only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

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

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

## **8. Assignability and Subcontracting**

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

## **9. Insurance**

### **a. General Requirements**

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to

provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

**b. Workers' Compensation and Employer's Liability Insurance**

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

**c. Liability Insurance**

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

- (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, regulations, and executive orders, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance, as well as any required economic or other sanctions imposed by the United States government or under state law in effect during the term of the Agreement. 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, regulation, or executive order, the requirements of the applicable law, regulation, or executive order will take precedence over the requirements set forth in this Agreement.

Further, Contractor certifies that it and all of its subcontractors will adhere to all applicable provisions of Chapter 4.107 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware. Accordingly, Contractor shall not use any non-recyclable plastic disposable food service ware when providing prepared food on property owned or leased by the County and instead shall use biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by the County.

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

## **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 individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

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

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

**e. Discrimination Against Individuals with Disabilities**

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

**f. History of Discrimination**

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

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

Contractor shall also report to the County the filing by any person in any court 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 of discrimination within seventy-five (75) days of such filing, provided that within such seventy-five (75) days such entity has not notified contractor that such charges are dismissed or otherwise unfounded. Such notification to County shall include a general description of the allegations and the nature of specific claims being asserted. Contractor shall provide County with a statement regarding how it responded to the allegations within sixty (60) days of its response and shall update County regarding the nature of the final resolution of such allegations.

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 Executive Officer, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Executive Officer.

To effectuate the provisions of this Section, the County Executive Officer shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

#### **h. Compliance with Living Wage Ordinance**

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

#### **Compliance with County Employee Jury Service Ordinance**

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply unless this Agreement's total value listed in the Section titled "Payments", exceeds two-hundred thousand dollars (\$200,000); Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

#### **12. Retention of Records; Right to Monitor and Audit**

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

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

**13. Merger Clause; Amendments**

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

**14. Controlling Law; Venue**

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

**15. Notices**

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

In the case of County, to:

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

In the case of Contractor, to:

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

**16. Electronic Signature**

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. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

**17. Payment of Permits/Licenses**

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

**18. Reimbursable Travel Expenses**

To the extent that this Agreement authorizes reimbursements to Contractor for travel, lodging, and other related expenses as defined in this section, the Contractor must comply with all the terms of this section in order to be reimbursed for travel.

- a. Estimated travel expenses must be submitted to authorized County personnel for advanced written authorization before such expenses are incurred. Significant differences between estimated and actual travel expenses may be grounds for denial of full reimbursement of actual travel expenses.
- b. Itemized receipts (copies accepted) for all reimbursable travel expenses are required to be provided as supporting documentation with all invoices submitted to the County.
- c. Unless otherwise specified in this section, the County will reimburse Contractor for reimbursable travel expenses for days when services were provided to the County.



Contractor must substantiate in writing to the County the actual services rendered and the specific dates. The County will reimburse for travel at 75% of the maximum reimbursement amount for the actual costs of meals and incidental expenses on the day preceding and/or the day following days when services were provided to the County, provided that such reimbursement is reasonable, in light of travel time and other relevant factors, and is approved in writing by authorized County personnel.

- d. Unless otherwise specified within the contract, reimbursable travel expenses shall not include Local Travel. "Local Travel" means travel entirely within a fifty-mile radius of the Contractor's office and travel entirely within a fifty-mile radius of San Mateo County. Any mileage reimbursements for a Contractor's use of a personal car for reimbursable travel shall be reimbursed based on the Federal mileage reimbursement rate.
- e. The maximum reimbursement amount for the actual lodging, meal and incidental expenses is limited to the then-current Continental United States ("CONUS") rate for the location of the work being done (i.e., Redwood City for work done in Redwood City, San Mateo for work done at San Mateo Medical Center) as set forth in the Code of Federal Regulations and as listed by the website of the U.S. General Services Administration (available online at <http://www.gsa.gov/portal/content/104877> or by searching [www.gsa.gov](http://www.gsa.gov) for the term 'CONUS'). County policy limits the reimbursement of lodging in designated high cost of living metropolitan areas to a maximum of double the then-current CONUS rate; for work being done outside of a designated high cost of living metropolitan area, the maximum reimbursement amount for lodging is the then-current CONUS rate.
- f. The maximum reimbursement amount for the actual cost of airfare shall be limited to fares for Economy Class or below. Air travel fares will not be reimbursed for first class, business class, "economy-plus," or other such classes. Reimbursable car rental rates are restricted to the mid-level size range or below (i.e. standard size, intermediate, compact, or subcompact); costs for specialty, luxury, premium, SUV, or similar category vehicles are not reimbursable. Reimbursable ride-shares are restricted to standard or basic size vehicles (i.e., non-premium vehicles unless it results in a cost-saving to the County). Exceptions may be allowed under certain circumstances, such as unavailability of the foregoing options, with written approval from authorized County personnel. Other related travel expenses such as taxi fares, ride-shares, parking costs, train or subway costs, etc. shall be reimbursable on an actual-cost basis. Reimbursement of tips for taxi fare, or ride-share are limited to no more than 15% of the fare amount.
- g. Travel-related expenses are limited to: airfare, lodging, car rental, taxi/ride-share plus tips, tolls, incidentals (e.g. porters, baggage carriers or hotel staff), breakfast, lunch, dinner, mileage reimbursement based on Federal reimbursement rate. The County will not reimburse for alcohol.
- h. Reimbursement of tips are limited to no more than 15 percent. Non-reimbursement items (i.e., alcohol) shall be excluded when calculating the amount of the tip that is reimbursable.

## 19. Prevailing Wage

When applicable, Contractor hereby agrees to pay not less than prevailing rates of wages and be responsible for compliance with all the provisions of the California Labor Code, Article 2- Wages, Chapter 1, Part 7, Division 2, Section 1770 et seq. A copy of the prevailing wage scale established by the Department of Industrial Relations is on file in the office of the Director of Public Works, and available at [www.dir.ca.gov/DLSR](http://www.dir.ca.gov/DLSR) or by phone at 415-703-4774. California Labor Code Section 1776(a) requires each contractor and subcontractor keep accurate payroll records of trades workers on all public works projects and to submit copies of certified payroll records upon request.

Additionally,

- No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations

\* \* \*

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

For Contractor: **[SERVICE PROVIDER COMPANY NAME]**

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor Name (please print)

\_\_\_\_\_

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

**Exhibit A**

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

**Exhibit B**

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