

**CALIFORNIA STATE COASTAL CONSERVANCY**

**REQUEST FOR SERVICES:  
ENVIRONMENTAL SERVICES,  
INCLUDING CONSTRUCTION  
MANAGEMENT**

**BMKV Phase 1 Project**

**Hamilton/Bel Marin Keys**

**Wetland Restoration Project**

**October 10, 2018**



**Request for Services**  
BEL MARIN KEYS WETLAND RESTORATION PROJECT

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**I. INTRODUCTION**

The State Coastal Conservancy (Conservancy) seeks the services of a construction manager, construction management firm or team (CM)<sup>1</sup> to provide engineering, environmental, process oversight and related services to support construction of the Bel Marin Keys Unit V (BMKV) Phase 1 Project (Project), located adjacent to the City of Novato in unincorporated Marin County (Figure 1). The CM will assist the Conservancy in oversight of the bidding process, design review, environmental and permit compliance, and construction management necessary to construct a levee, seasonal wetlands, and other Project components. Conservancy staff will select the CM based on qualifications in response to this Request for Services (RFS).

This RFS is organized into six sections as follows:

- Section I: Introduction
- Section II: Project Description
- Section III: Scope of Services
- Section IV: Project Deliverables
- Section V: RFS Requirements, Process, and Schedule
- Section VI: Information to be Included in Submittal

**Submittals must be received by 12:00 p.m. (noon) on November 5, 2018.** An electronic copy (in PDF format; less than 20 mb in size) of the submittal should be emailed to:

[jeff.melby@scc.ca.gov](mailto:jeff.melby@scc.ca.gov)

Jeff Melby, Project Manager, State Coastal Conservancy

An acknowledgement that the submittal has been received by the Conservancy will be sent by email by 2:00 PM on the same day. If your submittal is not acknowledged by then, please call Jeff Melby at 510-286-4088.

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<sup>1</sup> “CM” refers to an individual Construction Manager, Construction Management firm or team, as well as an individual Construction Manager who may lead a firm/team. The term “CM” is used throughout for simplicity but is not intended to indicate a preference for an individual person, individual firm or team.

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**II. PROJECT DESCRIPTION**

**A. PROJECT BACKGROUND AND SUMMARY**

Background

The BMKV property was acquired by the Conservancy in 2001 to restore seasonal and tidal wetlands. The BMKV Wetland Restoration Project is a component of the federally-authorized Hamilton Wetland Restoration Project (HWRP) and consists of two overall phases: Phase 1 (this Project) includes construction of a new bayfront levee, seasonal wetland, pump station, and existing pipeline modification; Phase 2 (not part of this Project) will include the tidal restoration of the eastern portion of the BMKV site between the new bayfront levee and the existing bayfront levee.

The Hamilton Army Airfield of the HWRP, located adjacent to and south of BMKV, was restored by the U.S. Army Corps of Engineers (USACE), in partnership with the Conservancy. The Conservancy is implementing the BMKV Phase 1 Project independently of USACE. The Phase 1 Project Plans and Specifications were prepared for the Conservancy by the Design Engineer (Moffatt & Nichol).

Project Site

The approximately 1,576-acre BMKV site is bounded by Novato Creek and the Bel Marin Keys (BMK) residential development to the north, Pacheco Pond to the west, the previously completed Hamilton Army Airfield to the south, the State Lands Commission parcel to the southeast, and San Pablo Bay to the east (Figure 2). The site is currently farmed for oat hay by a private party under a contract with the Conservancy. Historically, the site contained sub-tidal mudflat, tidal marsh, and freshwater wetland habitats and was leveed-off from the Bay in the 1880s.

Project Summary

A brief summary of the Project is provided below.

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*New Bayfront Levee*

An approximately 11,800-ft long new levee (“New Bayfront Levee”) will be constructed (Figure 3). The New Bayfront Levee has been designed to meet USACE and the Federal Emergency Management Agency (FEMA) flood protection standards. The levee has been designed for an initial crest elevation of +13 ft NAVD<sup>2</sup>. The levee crest will be equipped with a 10-ft wide access road for maintenance vehicles.

*Borrow Areas for New Bayfront Levee*

Material for the New Bayfront Levee will be sourced from the Project site; no levee fill material will be imported. The volume of material required to be excavated from the Project site to construct the levee is estimated at 1.8 million cubic yards (cy) of material (1.4 million cy compacted). Levee source material will be excavated from borrow areas (Figure 3) to an approximate depth of 2 to 3 feet.

*Seasonal Wetland Restoration*

Approximately 16 acres of shallow depressions (seasonal ponds) will be created over roughly 36 acres of land; the maximum depth in each depression would vary between 1 and 2 feet below the existing ground surface. Additionally, approximately 9 acres of alkali meadow will be enhanced, involving light grading along the edges of three existing ponds (former borrow pits).

*Novato Sanitary District Effluent Pipeline Modification*

To accommodate the New Bayfront Levee’s tie-in to the existing N1 levee, a segment of an existing Novato Sanitary District (NSD) effluent outfall pipeline will be modified. The existing 54-inch diameter concrete pipeline extends along the north side of the N1 levee and conveys secondary-treated effluent to San Pablo Bay. Approximately 850 feet of the existing outfall pipe within the New Bayfront Levee footprint will be abandoned, and a new 63-inch High Density Polyethylene (HDPE) pipeline will be installed to convey NSD effluent up and over the New Bayfront Levee. The new HDPE pipeline will be

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<sup>2</sup> North American Vertical Datum

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approximately 1,100 feet long and will pass over the levee approximately 250 feet north of the existing NSD pipeline. A lateral service connection will be installed in the new NSD pipeline on the landward side of levee tie-in to provide water for moisture conditioning of the levee fill, dust control during project construction, and potential use as a source of irrigation water for plant establishment. (Figure 4).

*Site Drainage Modifications*

The proposed New Bayfront Levee alignment will bisect several existing agricultural ditches and obstruct flow of surface runoff from the landside of the proposed New Bayfront Levee alignment. To facilitate post-construction drainage, two new drainage ditches will be constructed, one on each side of the New Bayfront Levee (Figure 5). The new drainage ditches will route runoff towards the existing collector channel at the center of the site. A new pump station will be installed in the existing collector channel on the west side of the New Bayfront Levee to convey runoff over the levee and into the existing collector channel on the bayside of the New Bayfront Levee. Additionally, to access the borrow area, up to 16 agricultural drainage ditch crossings will be constructed using culverts and soil excavated from the Project site. (Figure 5).

*Pacific Gas & Electric Access Road*

To provide continued access to two power transmission towers owned and operated by the Pacific Gas & Electric Company (PG&E), a permanent access road within the existing PG&E easement on the northern end of the Project site will be constructed, along with a permanent access road from the New Bayfront Levee to the PG&E easement (Figure 3).

*Construction Phasing and Schedule*

The Project construction will span two years, starting in spring 2019 and concluding in fall/winter 2020. The levee construction will span two years, with 60% to 80% of the total levee fill volume constructed in the first year and the remainder of the fill volume constructed in the second year.

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During the first construction year, the New Bayfront Levee will be constructed to a fill thickness of 7-ft to 9-ft (estimated elevation of 5 ft to 7 ft NAVD). The new levee's tie-in to the Novato Creek Levee will also be constructed during the first construction year. Concurrent with the progression of levee construction and as existing drainage ditches within the levee alignment are filled, the new drainage ditches will be constructed on the east and west sides of the New Bayfront Levee. During the second year, the levee will be constructed to the final elevations (elevation of +13 feet NAVD). To minimize potential for disturbance to seasonal wetlands and species that will be attracted to the wetlands for habitat once constructed, the seasonal wetlands and associated access roads will also be constructed in year two.

*Access/Staging*

Equipment access and excavated material transport will occur along existing roads, levee tops and across agricultural fields (Figure 3). Access to the south portion of the Project site will come from Aberdeen Road (primary access). Access to the north and central portion of the Project site and mobilization of heavy construction equipment will come from Bel Marin Keys Boulevard (secondary access). The existing dirt road along the north access route would be improved by placing a 6-in layer of gravel (or aggregate base) over the existing surface. Approximately 4,000 tons of gravel would be placed on 9,500 linear feet of existing access roads, ranging from 12 to 15 feet wide. Shown in Figure 3, a staging area measuring approximately 7 acres will be established at the southern end of the Project site. Materials, equipment, a fueling station, and a temporary office may be located at the staging area.

*Site Restoration and Revegetation*

Upon completion of the Project construction, the staging and borrow areas will be restored to their approximate pre-construction conditions to the extent feasible and managed in a similar fashion until subsequent project phases are implemented. As necessary, seeding or planting with native vegetation will occur in areas disturbed by construction. Some areas may be farmed. Temporary erosion control Best Management

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Practices (BMPs) will be used to minimize surface erosion due to stormwater. The seasonal wetland area will be vegetated with appropriate native species.

**B. RESOURCES FOR PROJECT INFORMATION**

The HWRP website (<http://hamiltonwetlands.scc.ca.gov/>) provides information about the overall Hamilton/Bel Marin Keys Wetland Restoration Project, including this Project. Documents specific to the Project, including relevant reports, plans, and permits, are available for download at the website library (<http://hamiltonwetlands.scc.ca.gov/library/>).

**III. SCOPE OF SERVICES**

The CM is responsible for overseeing the project and acting as a representative of the Conservancy during the bidding and construction work. The CM shall provide overall project oversight by performing on-site inspection services, communicating with Contractor personnel, receiving and responding to construction-related submittals and Requests for Information (RFIs), and ensuring the Contractor performs the work in conformance with the contract documents (drawings; specifications; general conditions; special provisions; permit requirements; and applicable state, local and federal regulations.)

The CM's specific tasks may include the following:

**1. Compliance Monitoring.** The CM will oversee development of a consolidated list of all compliance monitoring requirements from CEQA, NEPA, and/or regulatory permits to successfully implement the construction. The CM should identify and include the necessary expertise to fulfill the compliance monitoring requirements. If monitoring plans are required, the CM will assist in preparing a full monitoring plan to meet regulatory permit requirements. Monitoring plans must be developed in coordination with the Conservancy Project Manager and should include:

- 1.1 Any recommended pre-construction monitoring, including pre-construction approvals, traffic planning, labor compliance approvals, and other required items.

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1.2 Construction monitoring and inspection reports. Mitigation Monitoring and Reporting Programs (MMRP), which are included in CEQA documentation, provide a description of required mitigation measures associated with this Project. The CM will implement mitigation measures identified in the MMRP, including hiring sub-contractors as necessary to implement measures and provide a final Mitigation and Monitoring report. In addition, during the design phase of projects, the CM shall identify in the Project Schedule the specific timing related to planning and implementing these mitigation measures.

1.3 Post-construction monitoring reports including “As-Built” documents that include levee settlement, Levee Acceptance Survey, AutoCad Civil 3D drawings, geotechnical reports and biological monitoring reports.

**2. Meetings and Coordination.** The CM will provide updates to the Conservancy’s Project Manager and other Conservancy staff throughout the duration of the Project. The Conservancy anticipates having, at a minimum, a kick-off meeting, and periodic conference calls or meetings. The calls/meetings will include Conservancy staff and may include staff from other agencies, such as those at USACE who are working on the HWRP and staff of the NSD, Mosquito and Vector Control and Marin County Department of Public Works. There will likely be several meetings with each resource or regulatory agency as well as coordination by phone or email. Though the stakeholder meetings will be set up and coordinated by the Conservancy, the CM will be expected to support the meetings and to prepare exhibits, Microsoft Power Point presentations, and handouts. Exhibits may include posters and Microsoft PowerPoint presentations.

**3. Bid Package(s).** The CM will be responsible for preparing the Bid Package(s) in coordination with the Design Engineer and the Conservancy. The Bid Package(s) shall incorporate project-specific requirements such as site access and phasing, and the relevant sections of the Conservancy’s bidding requirements and contract conditions requirements such as the State Contracting Act, Labor Code, Disabled Veteran Business Enterprise (DVBE), Small Business, assignment clauses, and construction documents hierarchy clauses. The CM shall develop a competitive, seamless and distinct bid package(s) with all scopes of work included in the package(s). Close coordination with (and guidance to) the Conservancy’s Project Manager and

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executive staff is required during this phase to make sure the bid process is successfully implemented. Bid packages should include:

- 3.1 Bid alternatives, as appropriate, (deductive or additive) in each contractor bid package.
- 3.2 Supplementary contract conditions (in coordination with the Design Engineer and Conservancy staff).
- 3.3 Potential bid selection criteria for review by the Conservancy and inclusion in the bid package.
- 3.4 Any special conditions required by the Conservancy that address the contracts, schedule for contracts, risk management, insurance, bonding and cost containment. The CM shall include prevailing wage rates that are current when beginning bidding; prevailing wage rates are available for downloading on the California Department of Industrial Relations (DIR) website at <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.

**4. Bidding Advertisement and Bid Evaluation.** Once the Conservancy has approved individual or multiple contractor bid packages, the CM shall advertise the bid package(s) competitively, using the current general and supplementary contract conditions as agreed upon and approved by the Conservancy. As part of the bid advertising process, the CM shall perform the following tasks:

- 4.1 Identify qualified contractors based on experience on similar projects of the type (soft soils) and scale of this Project.
- 4.2 Identify and submit to the Conservancy potential sites for advertising the bid packages, for review by the Conservancy. The CM shall post the bid packages to the sites as approved by the Conservancy.
- 4.3 Organize and Lead a Pre-Bid on-site meeting for prospective bidders.
- 4.4 The CM shall endeavor to obtain a minimum of three qualified contractor bids for each bid package. If less than three bids are received, the Conservancy reserves the right to accept the bid(s) or reject the bid(s). If the bid(s) are rejected due to insufficient number of bidders, the project may be re-bid or cancelled. In either case this CM contract would need to be modified, extended, or terminated.
- 4.5 The CM will issue a notice to bidders in accordance with Public Contract Code bid advertisements for all bids, and in that notice provide that the Project is a public works

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project, and as such is subject to prevailing rate wages in addition to the prequalification requirements. The CM will provide a copy of this notice with issuance date to the Conservancy's Project Manager. The Conservancy will list the notice to bidders in the California State Contracts Register online at <https://caleprocure.ca.gov/pages/index.aspx>.

4.6 The CM will receive bids from contractors; review the bids in coordination with the Conservancy Project Manager and Design Engineer, identify the lowest responsible (meeting the requirements of the bid package) bidder, and provide scoring of bids based on the bid selection criteria stated in the bid package.

The Conservancy will review the bids, qualifications of the lowest responsible bidder, and the scoring results prepared by the CM for the purposes of selecting a contractor.

After the Conservancy has selected a contractor for each bid package, the CM will perform the following tasks:

**5. Construction Oversight.** The CM shall perform construction management to oversee the construction of the proposed design. The CM shall furnish construction administration and management services and use its best efforts to construct the Project in an expeditious and economical manner consistent with the best interests of the Conservancy. The scope of work for the CM's construction oversight phase includes the following services:

5.1. Pre-Construction Conference: The CM shall organize a preconstruction conference to be led by the Conservancy's Project Manager and the CM, to be attended by the contractor(s), design personnel, site inspectors, and other appropriate staff. The CM's pre-construction conference services include preparation of meeting agenda, preparation of job procedures for clarifications, change orders, shop drawings, progress payments, field-testing and inspection, safety, and preparation and distribution of preconstruction conference notes. A thorough review of all environmental compliance measures will be a part of this conference.

5.2. Subconsultant Services: The CM will contract with and oversee specialized service providers to perform Quality Assurance (QA) and monitoring work. This includes full-

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time on-site Geotechnical Engineer to evaluate soils and compaction ratios, Biological Monitor to oversee seasonal wetland construction, and other subcontractors needed to complete the Project. If the CM can provide these specialized services with in-house staff, subconsultants are not required.

5.3. Scheduling: In order to develop and publish a comprehensive construction schedule, the CM will coordinate and receive input from the Conservancy, Design Engineer, and the contractor(s) for compliance with the individual requirements of each portion of the Project and the overall Project Schedule. The CM will review and approve the contractors' proposed construction schedule for logic, reasonableness, and conformance to the requirements of environmental and contract documents. The CM will conduct daily review of the contractors' progress and conformance with monthly updated Construction Schedules.

5.4 Construction Oversight: Throughout construction, the CM will provide direct supervision, scheduling, and problem resolution for the contractor(s) and the Conservancy. Oversight duties include:

- Coordinate, address, respond to, and document Contractor RFIs and submittals. The CM will coordinate with the Design Engineer for technical review as needed; the Design Engineer will be responsible for technical interpretations and clarifications of the design documents when necessary and with the approval of the Conservancy's Project Manager. The CM will be responsible for managing the clarification and interpretation process and will be the primary point of contact for communication with the Contractor.
- Performing daily on-site inspection of the work. The CM shall make reasonable efforts to ensure the Contractor performs the work in conformance with the contract documents
- Quality Assurance (QA): Ensure that the Contractor's Quality Control (QC) efforts for the work of the project are performed in accordance with the Contractor's Approved Work Plan, and oversee Quality Assurance (QA) testing performed by specialized service providers as described under paragraph 5.2 above.

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- Establish and process job control documents including daily inspection reports, weekly project summaries, monthly construction payments, and maintain a set of working drawings to be used as the basis for the post-construction set of “As-Built Drawings.”
- Provide monthly progress payment recommendations to the Conservancy for the Conservancy’s use in processing progress payments. As part of this effort the CM shall monitor the project budget and provide monthly updates to the Conservancy.
- Safety: The CM shall provide oversight of overall project safety by performing routine inspection of Contractor safety measures as described in the Contractor’s approved work plan.

5.5 Coordination with Others: The CM will provide coordination with others, including, but not limited to, the independent testing laboratory and regulatory agencies who may need access to the site and construction data throughout the construction process.

5.6 Cost Reduction Proposals: The CM is encouraged to recommend potential Project savings to the Conservancy. Recommendations for proposed savings will be accompanied by a firm quote from the Contractor for any additional services required due to the changes (as applicable). The Conservancy will evaluate any additional design fees as part of the Conservancy’s decision regarding the proposed change. Cost proposals for Project savings shall be as proposed by the CM and approved by the Conservancy.

5.7 Change Orders: The CM will act as liaison between contractors, inspectors, and the Conservancy’s Project Manager and coordinate the scheduling of work impacting operations (or any of the special interest groups of the Conservancy). The CM will assist in negotiation of change orders including performing quantity and cost analysis as required for negotiation of change orders; performing claims administration including coordinating and monitoring claims responses, logging claims and tracking claim status and providing a signed letter verifying costs and work for all submitted change orders.

5.8 The CM shall provide all necessary on-site construction management, supervisory, and clerical staff for the proper management of the construction, including all necessary on-site trailers and office equipment for both the staff of the CM and the Geotechnical Engineer.

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5.9 Additional Resources: The CM shall be able to provide additional staffing resources that would be available to address unforeseen conditions as directed by the Conservancy.

**6. Post Construction Responsibilities**

6.1 After the CM has confirmed that the contractor(s) has corrected deficient work and satisfied all contract conditions, the CM shall prepare a Final Construction Report which will include an updated project cost report based on the project bid items and actual project quantities. The Final Construction Report and project cost report will be used by the Conservancy in determining final payment for the construction contract.

6.2 Once the Conservancy accepts the Final Construction Report, the CM shall provide a complete set of Contract Files to the Conservancy's Project Manager. This shall include, but not be limited to, As-Built Drawings (full size hardcopy and pdf), operation and maintenance manuals (hardcopy and pdf), additional materials (hardcopy and pdf), and warranties (hardcopy and pdf, as applicable).

**IV. PROJECT DELIVERABLES**

**A. MAJOR AND OTHER DELIVERABLES**

Deliverables under this contract include the documents identified as products of the tasks outlined above. These may include:

1. Quality Assurance/Quality Control (QA/QC) Plan (see section B below).
2. Updated construction schedules and timetables.
3. Compliance monitoring checklist, and any monitoring plans and reports as required by construction specification, CEQA and regulatory agencies.
4. Draft bid packages, list of qualified potential bidders, and recommended scoring criteria.
5. Final bid packages and scoring of bidders.
6. Construction Reports (inspection reports, summaries of work, meeting minutes)
7. Contractual Documents (progress and project payments, change orders).

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8. Interim and final reports reviewing and certifying time, testing and deliverables identified in contract closeout submittals (section 01330 of technical specifications)
9. Final Construction Report, including updated project cost report.
10. Other Deliverables. Other deliverables are defined as all those deliverables not included in the above list. Other deliverables may include various memoranda documenting project activities, status reports, and specific graphics or drawings requested by the Conservancy. Requirements will be defined when each deliverable is contracted.

Requirements for Deliverables

- For internal and public review drafts of text: line numbers and comment format. Line numbers and a comment format are not required for final documents that are not subject to further review.
- Revision Tracking (Microsoft Word “track changes”).
- Deliverables must be provided in electronic format, and all drafts and final documents must be provided in PDF format, so that they can be easily shared, and in Word if requested. All text will be printed single-spaced, double-sided, no smaller than size 12 font, using a conventional report (11-inch by 8.5-inch) format, with the exception of any large plan (11-inch by 17-inch) format pages. Final major deliverables must be provided in hard copy in addition to electronic format. All hardcopy documents must be printed on recycled paper.
- Project maps, graphics, and drawings will be delivered in hard copy and PDF format.

**B. REVIEW PROCESS AND QA/QC REQUIREMENTS FOR DELIVERABLES**

QA/QC requirements for technical deliverables prepared by and submitted by the CM are outlined below. The CM will develop a QA/QC plan for the project as one of its first deliverables. The QA/QC plan will include the information provided below and provide a detailed process for ensuring that QA/QC objectives are met throughout the planning period.

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Deliverables

Deliverables to be prepared by the CM include (but are not limited to) the documents listed in Paragraph A. “Major and Other Deliverables” above. Deliverables will be QA/QC’d by the CM and reviewed by both technical and copy editors to ensure that they are concise and comprehensible.

The CM’s QA/QC program must be documented; for example, comments on internal review drafts, and actions taken to address those comments must be available for review by others.

**V. REQUEST FOR SERVICES REQUIREMENTS, PROCESS, AND SCHEDULE**

This section outlines the requirements that must be met by the CM to be considered for the proposed contract, the RFS process, and the schedule for CM selection. Detailed information on the required form and content of the submittal is provided in Section VI.

**A. GENERAL REQUIREMENTS**

Minimum Qualifications for CM

1. CM licensed as a Professional Engineer by the State of California, registered to do business in the State of California.
2. Potential CMs should have significant proven experience in the construction management of levees and wetland projects, especially tidal wetlands restoration and construction in soft soil conditions. CMs should have a comprehensive understanding of civil engineering, wetland hydrology, biology and geomorphology. CMs should have a firm understanding of issues and regulations related to environmental restoration and water quality. CMs should have experience working with federal agencies, including USACE, FEMA, National Marine Fisheries Service, and US Fish and Wildlife Service, as well as experience working with San Francisco Bay Conservation and Development Commission, the San Francisco Bay Regional Water Quality Control Board, State Lands Commission and California Department of Fish and Wildlife. The CM shall be able to furnish all necessary labor, facilities, and materials to

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perform the construction management tasks and oversee the construction work. The CM will be available to meet with the Conservancy and other key stakeholders on a regular basis and will keep the Conservancy apprised of progress. The CM may subcontract portions of this work; in which case, the entire project team should be described in this submittal.

Construction Manager and Key Staff

The abilities and effectiveness of the CM and any key staff (task managers) will be critical to the success of the project.

The CM and any key staff must have demonstrated organizational skills and a proven track record of delivering work products on time. In addition, the CM and any key staff must have excellent interpersonal, and written and oral communications skills. The CM must be experienced at preparing presentations for a wide range of audiences, including the general public, and must be able to interact effectively with a wide range of stakeholders. Similarly, all key staff should also be experienced with making presentations and be able to communicate effectively and efficiently with a wide range of people. References will be required for the CM and may be required for any other key staff.

**B. OTHER REQUIREMENTS**

In addition to the skills and experience requirements outlined above, the following requirements apply:

1. *Relationship of Construction Manager to Firm:* If the submittal is by a firm team, the CM should be an employee of the firm.
2. *Commitment of Construction Manager:* The firm must guarantee that the CM will be made available to the project for the duration of the project (unless that individual leaves the firm).
3. *Contract Negotiations:* The Conservancy will enter into contract negotiations with the highest-ranked CM following submittal of qualification/statement of approach and interviews.

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4. *5% Withholding:* The CM will be paid for its actual time and expenses up to the amount provided for each task in the final project budget. The CM should anticipate that five percent (5%) will be withheld on each task, until all work for that task is completed to the satisfaction of the Conservancy. The Conservancy must also approve all interim work products before payment.
5. *Prevailing Wage for Covered Employees:* The CM must comply with all applicable labor compliance requirements pertaining to all trade persons working for the CM, including listed, replacement and sub-tier subcontractors, performing work on this public works project that are subject to federal and state labor law requirements.
6. *Proposal Format:* Detailed proposal format specifications are provided in Section VI.
7. *Deliverables:* All contract deliverables must be submitted in accordance with Section IV.
8. *Contract Terms.* The Conservancy will enter into contract negotiations with the highest ranked CM following submittal of statement of qualification/statement of approach and interviews. The CM must have professional errors and omissions insurance in the amount of \$5 million. Model Contract terms are attached as Appendix 1; these terms may be modified as circumstances require.

**C. REQUEST FOR SERVICES AND CONSTRUCTION MANAGER SELECTION  
PROCESS**

Request For Services Process

The RFS process consists of this written Request for Services, submittal of a proposal, and an interview. As noted in the introduction, **written submittals are due by 12 p.m. (noon) on November 5, 2018.** An electronic copy (in PDF format; less than 20 mb in size) of the submittal should be emailed to [jeff.melby@scc.ca.gov](mailto:jeff.melby@scc.ca.gov).

Written questions on the RFS should be directed to Jeff Melby at [jeff.melby@scc.ca.gov](mailto:jeff.melby@scc.ca.gov).

Questions related to the RFS will only be accepted by email through October 25, 2018.

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Questions and responses will be compiled and sent by email to those who have indicated by October 25 (via an email to Jeff Melby) that they plan to submit a proposal, so that all may benefit equally from the responses.

CM Selection Process

Conservancy staff will rank the submittals received based on skills, experience, and approach. Submittals by potential CMs must meet the minimum bid requirements to be ranked by the Conservancy. Initial ranking will be based on the submitted Proposal based on the following:

Demonstrated competence, including:

- Specialized qualifications for the services to be performed, as described in “Qualifications” sub-section under Section VI of this RFS;
- The CM’s past experience with similar projects;
- The education and experience of the CM and any key personnel;
- The CM’s management approach including the CM’s ability to stay on schedule; and
- The CM’s technical approach.

Overall quality of the CM as reflected in the submittal, including:

- The clarity and completeness of the written submittal;
- The nature and quality of the CM’s experience and past completed work;
- The longevity of the CM firm, if applicable, and amount of staff turnover.

The Conservancy may request supplemental information and will conduct interviews with up to three of the top-ranked potential CMs.

The interview will last approximately 60 minutes; the CM has 15 minutes for a presentation, and the remainder of the time will be Questions and Answers. If a team is proposed, the CM team may bring a maximum of four people to the interview. If a team, the proposed CM and key staff must be present.

Final ranking will be a combination of the assessment of the written submittal and the interview.

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The Conservancy will attempt to negotiate a contract with the highest-ranked CM at compensation that the Conservancy determines is fair and reasonable to the State of California. If the Conservancy is unable to do so, negotiation with that CM will be terminated and negotiations will then proceed in the same manner with the next CM on the list in order of ranking. If the Conservancy is unable to negotiate a satisfactory contract with any of the selected CMs, the Conservancy may select additional CMs and continue the negotiation process.

The contract will be awarded without discrimination based on color, race, religion, sex, or national origin.

**D. SCHEDULE**

<b>TASK</b>	<b>DATE</b>
Release Request for Services	October 10, 2018
<b>CMs' Written Submittal Due</b>	<b>November 5, 2018</b>
Evaluate CMs' Written Submittals, Rank CMs, Notify	November 8, 2018
<b>Conduct Interviews</b>	<b>November 14, 2018</b>
Determine Selected CM and Notify	November 19, 2018
Negotiate Scope of Work and Budget and Contract with Selected CM	December 3, 2018
Finalize and Execute Contract	December 21, 2018

**VI. INFORMATION TO BE INCLUDED IN SUBMITTAL**

1. **Qualifications** (up to 3 pages). Please describe your qualifications, and, if applicable, that of your firm/team, as they apply to the work in this RFS and the minimum qualifications for CM per Section V.A. This section should include a brief overview of each firm on the team, if applicable, and a biographical sketch for the CM and all

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key staff, as applicable. Specifically, indicate relevant experience, specialty areas of expertise, how the CM would utilize personnel and carry out work tasks.

**2. Approach** (up to 5 pages) Please provide a description of the approach, methods, equipment, and timing to be used for the Project that outlines the major tasks, deliverables, and the QA/QC process. Please also indicate how the Conservancy will be kept informed of progress and feedback will be obtained from the Conservancy. Include any other relevant information in this section that you would like to share with the reviewers. Please describe:

- Your process for assuring the Project cost is within the scope and budget and completed on time.
- Your unique qualifications to perform on this Project.

Please include the information requested in the subsections, below.

Understanding of the Project/Key Issues

Please describe your understanding of the BMKV Phase 1 project and what specifically is called for at the project site, including engineering and environmental review. Please include both technical and logistical issues in your discussion and describe why you believe these issues are the critical issues.

Management Approach

The discussion should include project communications and your proposed approach to QA/QC. It should include a description of the process you intend to use to ensure that schedules are met, and budgets are effectively controlled. Please provide any examples of how you have met this challenge in the past on other projects, especially projects that were subject to stakeholder involvement and projects that have similar project objectives.

**3. Project Team** (up to 4 pages) Describe the following:

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**1. Team Organization.** An organizational chart with the names and titles of the key staff/entities that are proposed for this project.

A. For CM teams, please specify whether/which team firms have worked together on projects in the past and provide a brief listing of the projects and the firms that worked on the projects.

B. Longevity of firm and amount of turnover (for teams, please provide this information for each member of the team): indicate the length of time CM and any key staff have been with the firm.

**2. Estimated Work Load Allocation.** Anticipated level of effort for each of the CM's members and offices, as applicable, that will be used on this contract, in percent.

**3. Resumes** (in Appendix, up to 4 pages) Brief resumes for up to four key staff proposed for this project. Include information about relevant previous projects and technical/managerial skills. Resumes should only be provided for the CM and any key staff (please limit to 4 staff total). Individual resumes must be no more than 1 page in length.

**4. Project Descriptions** (in Appendix, up to 4 pages) Project descriptions should be limited to 1 page per project, with no more than 4 projects included. The project descriptions must contain the following information:

- Value of contract to CM
- Specific description of what the CM did on the project
- Client name and contact information
- Project description/background
- Staff who worked on project who are key staff identified in the submittal (including the CM).

**Other Information** (in Appendix, up to 4 pages):

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- 1. Copies of Valid and Current Licensure, Registrations and Certifications.** These include: for each engineer, licensure as a Professional Engineer by the State of California; and Registration to Do Business in California.
- 2. References.** Three references for the CM that can substantiate the CM's ability to deliver the requested products on time and within budget.

**SUMMARY OF INFORMATION TO INCLUDE IN SUBMITTAL:**

The total page limit for the body of the submittal is 12 pages, divided as follows and described below:

- Qualifications of Firm and Personnel = 3 pages
- Approach = 5 pages
  - Understanding of Project/Key Issues
  - Management Approach
- Project Team = 4 pages
  - Team Organization
  - Estimated Work Load Allocation

In addition, the submittal should include an Appendix (up to 12 pages total) to include the following which does not count towards the 12-page limit:

- Resumes of Key Staff, 1 page each (up to 4 pages total)
- Relevant Project Descriptions, 1 page each (up to 4 pages total)
- Other Information (up to 4 pages total)

Submittals should be single-spaced on 8.5-inch by 11-inch format. Oversize pages (e.g. figures, as necessary/appropriate) should not exceed 11-inch by 17-inch format.

The submittals should be organized so that the information requested below is clearly identified for the reviewer. Incomplete submittals (i.e., submittals not providing all of the information requested below) may be rejected.

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A cover letter (no more than 1 page) is allowed and will not count toward the 12-page (body) limit.

- NOTE: The Submittal should NOT include any financial proposal or personnel rates. Following ranking of the top firms/teams, the Conservancy will negotiate financial terms and rates as specified in Section V.C.

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**Appendix 1: Standard Conservancy Contract Language**

**TERM OF CONTRACT, EARLY TERMINATION AND SUSPENSION**

This contract shall take effect when signed by both parties. An authorized representative of the contractor shall sign the first page of the originals of this contract in ink.

The term of this contract is from its effective date through \_\_\_\_\_ (“termination date”)  
However, all work shall be completed by \_\_\_\_\_ (“the completion date”). [Must be three months earlier than termination date.]

The term of this contract is based on the current level of funding available for the services to be provided under this contract. If additional funding is authorized, the parties anticipate that the term of the contract will be extended and the scope of work will be revised by amendment.]

The Conservancy may terminate this contract for any reason by providing the contractor with seven days notice in writing. During the term, the Conservancy may also suspend the contract upon written notice. In either case, upon receipt of the notice of termination or suspension, the contractor shall immediately stop work under the contract and take whatever measures are necessary to prevent further costs to the Conservancy under this contract. The Conservancy shall be responsible for any reasonable and noncancelable obligations incurred by the contractor in the performance of this contract up to the date of notice to terminate or suspend, but only up to the unpaid balance of total funds authorized under this contract. Any notice suspending work under this contract shall remain in effect until further written notice from the Conservancy authorizes work to resume.

On or before the date of termination of the contract under this section, the contractor shall provide the Conservancy with all work, material, data, information, and written, graphic or other work produced or developed under this contract (whether completed or partial), in appropriate, readily useable form.

The contractor shall include in any contract with any subcontractor retained for work under this contract a provision that entitles the contractor to suspend or terminate the contract with the subcontractor for any reason on written notice and on the same terms and conditions specified in this section.

**WORK PRODUCTS**

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The contractor hereby assigns to the Conservancy and the Conservancy accepts the assignment of all rights and interest in all material, data, information, and written, graphic or other work produced under this contract, including, without limitation, any right to copyright, patent or trademark the work.

The contractor shall include in any contract with a third party for work under this contract a provision that preserves the rights created by the first paragraph of this section, and that identifies the Conservancy as a third-party beneficiary of that provision.

Pursuant to Government Code section 7550, any document or written report that is produced under this contract at a cost of greater than \$5,000 shall contain a separate section disclosing all contracts and subcontracts related to the production of the document or written report, including the contractor or subcontractor name, contract number, and total amount of the contract or subcontract.

In any work products produced pursuant to this contract, the contractor shall state, in a prominent location, that the work product was prepared on behalf of, and paid for, by the Conservancy. The contractor shall provide similar acknowledgement in any public presentation or publication which describes or utilizes any work product produced pursuant to this contract. Any reference on contractor's website to this contract's work products shall state that the work product was prepared on behalf of, and paid for, by the Conservancy, and shall include a link to the Conservancy's website. The contractor shall impose the obligations described in this paragraph on its subcontractors and shall include a similar provision to this paragraph in any agreement for work pursuant to this contract.

**COSTS AND DISBURSEMENTS**

The total amount of funds disbursed under this contract shall not exceed \$ \_\_\_\_\_ **[Amount in words]**. The amount encumbered by this contract is based on the current level of funding available for the services under this contract. If additional funding is authorized, the parties anticipate that the total amount of funding will be increased and the budget revised by amendment to this contract.

The Conservancy shall make disbursements to the contractor on the basis of services rendered and costs incurred to date, less five percent, (5%) upon satisfactory progress in accordance with schedules, budgets, and other provisions of this contract, and upon submission of a "Request for Disbursement" form (available from the Conservancy), which shall be submitted no more frequently than monthly but no less frequently than quarterly. The Conservancy shall disburse the five percent withheld upon completion of all tasks to the satisfaction of the Conservancy and upon the submission of a final Request for Disbursement.

If the Conservancy retains the funds withheld for 60 days or more beyond completion of the contractor's services, the contractor may request in writing that the Conservancy place the amounts withheld in an interest-bearing escrow account in a state or federally chartered bank in

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California, in accordance with California Public Contract Code section 6106.5. However, if the contractor avails itself of this option, it must make the same option available, with respect to amounts that the contractor withholds from the subcontractors, to any subcontractors performing more than five percent of the monetary value of the work. The escrow agreement(s) shall be substantially in the form prescribed by Public Contract Code section 6106.5(f).

Services shall be billed at no more than the standard billing rate for the following personnel of contractor and its subcontractors:

Principal	\$ /hr.
Senior Associate	\$ /hr.
Associate	\$ /hr.
XXX, etc.	\$ /hr.
Secretarial services	\$ /hr.

If additional funding is authorized for the work under this contract and the term and total funding are increased by amendment, the contractor's hourly rates may be increased by amendment to reflect a reasonable increase in market rates for similar services.]

The Conservancy will reimburse the contractor for direct expenses necessary to the provision of services under this contract when documented by appropriate receipts. The Conservancy will reimburse travel and related expenses at actual costs not to exceed the rates provided in Title 2, Division 1, Chapter 3, Subchapter 1, Article 2 of the California Code of Regulations, except that reimbursement may be in excess of these rates upon provision of documentation that rates in compliance are not reasonably available to the contractor. Reimbursement for the cost of operating a private vehicle shall not, under any circumstance, exceed the current rate specified by the State of California for unrepresented state employees as of the date the cost is incurred. All travel other than automobile travel or by public transit (the latter of which is strongly encouraged) within the [City/County of \_\_\_\_\_], must be approved in advance by the Executive Officer of the Conservancy ("the Executive Officer").

The Conservancy will reimburse the contractor at cost for other necessary expenses if those expenses are reasonable in nature and amount taking into account the services provided and other relevant factors.

**[Subject to negotiation:** No overhead or indirect expenses of the contractor or its subcontractors will be reimbursed. {or} Overhead or indirect expenses of the contractor and its subcontractors may be reimbursed at no more than \_\_\_ percent of the total amount invoiced for labor costs.]

Each Request for Disbursement submitted by the contractor must include the contractor's name and address, the number of this contract, the contractor's authorized signature, the date of submission, the total amount of costs incurred for the period, a brief description of the services rendered and work products completed, and an itemized description, including time, materials

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and expenses incurred, of all work done for which disbursement is requested. The Request for Disbursement must also indicate itemized cumulative expenditures to date, expenditures during the reporting period, and the unexpended balance of contract funds. Each Request for Disbursement shall be accompanied by:

1. All receipts and any other source documents for direct expenditures and costs incurred by the contractor.
2. Invoices from subcontractors that the contractor engaged to complete any portion of the work funded under this contract and any receipts and any other source documents for costs incurred and expenditures by any such subcontractor, unless the Executive Officer makes a specific exemption in writing.
3. A supporting progress report summarizing the current status of the tasks under this contract and comparing it to the status required by "SCOPE OF CONTRACT" section, above, including written substantiation of completion of the portion of the tasks for which disbursement is requested.

The contractor shall submit a final Request for Disbursement within thirty days after the completion date provided in the "TERM OF CONTRACT, EARLY TERMINATION AND SUSPENSION" section, above.

The contractor's failure to submit a Request for Disbursement and supporting documents, as required by this section, will relieve the Conservancy of its obligation to disburse funds to the contractor until the contractor corrects all deficiencies.

**EXPENDITURE OF FUNDS AND ALLOCATION OF FUNDING AMONG BUDGET ITEMS**

The total amount of this contract may not be increased except by amendment to this contract. The contractor shall expend funds in the manner described in the budget included under the "SCOPE OF CONTRACT" section, above. The allocation of funds among the items in the budget, other than overhead and indirect costs, may vary by as much as ten percent without approval by the Executive Officer, provided that the contractor submits a revised budget to the Executive Office prior to requesting disbursement based on the revised budget. Any difference of more than ten percent, and any deviation that shifts funds from approved budget items into an overhead or indirect costs category, must be identified in a revised budget that is approved in advance and in writing by the Executive Officer. The Conservancy may withhold payment for changes in particular budget items which exceed the amount allocated in the approved budget by more than five percent and which have not received the approval required above. Any increase in the funding for any particular budget item shall mean a decrease in the funding for one or more other budget items unless there is a written amendment to this contract.

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**PREVAILING WAGE REQUIREMENTS**

With respect to all trades relevant to this contract and any subcontracts, the contractor shall pay its employees and require its subcontractors to pay their employees not less than the general prevailing rate of per diem wages for work of a similar character in the county (or counties) where this contract is performed. The contractor can obtain prevailing wage rate and holiday and overtime rates for all trades relevant to the location of this contract, as determined by the Director of the Department of Industrial Relations, by accessing <http://www.dir.ca.gov/DLSR/PWD/index.htm> on the internet.

The contractor shall make the prevailing wage rates available to any interested party upon request. At each job site the contractor shall post applicable prevailing wage determinations

The contractor shall comply with all of the provisions of the California Labor Code, including, but not limited to, §§ 1771, 1775, 1776, 1777.5, 1813, 1815, 1860 and 1861 and all regulations adopted under the Labor Code, including Title 8, California Code of Regulations, Chapter 8, Division 1, Subchapters 3, 4 and 4.5, commencing with Section 16000. The contractor shall not split or separate subcontracts into smaller work orders or projects in order to evade the applicable provisions of Labor Code Section 1771.

The contractor shall keep accurate payroll records, and shall make certified copies available for inspection at all reasonable hours at the principal office of the contractor, as provided in Labor Code § 1776.

The provisions of Labor Code § 1775 shall apply to any failure of the contractor or its subcontractors to pay prevailing wages to each worker employed by the contractor or its subcontractors, and the provisions of Labor Code §§ 1813 and 1815 to work performed in excess of eight hours per day and 40 hours per week. The contractor is responsible for compliance with Labor Code § 1777.5 regarding employment of apprentices to ensure the appropriate number of apprentices are on the job site.

The contractor shall not refuse to accept otherwise qualified employees as registered apprentices (as defined by Labor Code § 3077) on any public works project based upon the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation of any person, as provided in subdivision (a) of Section 12940 of the Government Code.

By entering this contract, the contractor certifies the following: “I am aware of the provisions of Section 3700 of the 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 that code, and I will comply with such provisions before commencing the performance of the work of this contract.” Consistent with Section 3700, the contractor is required to secure the payment of compensation to its employees.

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The contractor shall fully cooperate with the Conservancy and DIR in timely providing access, records, and any other information needed or required. In addition, the contractor shall comply with and shall ensure that, as applicable, any of its subcontractors comply with all of the following requirements:

- At each job site, post applicable prevailing wage determinations and the notice required by 8 Cal. Code Reg. section 16451(d).
- Submit certified payroll records (CPRs) to the Labor Commissioner using DIR's electronic certified payroll reporting system at <http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html>. CPRs must be submitted at least monthly (within a month after the end of the payroll period).
- Comply with any DIR or DLSE notice requiring contract payments to be withheld due a failure to submit proper CPRs.
- Cooperate with the DIR and DLSE in any investigation of suspected violations, and withhold contract payments in accordance with any lawful order by DLSE.

The contractor shall include in any agreement with any subcontractor for work under this contract (and require that the subcontractor do the same for all underlying subcontracts) language that is consistent with the above requirements and that imposes on the subcontractor the obligations specified above and under the Labor Code and related regulations.

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**INDEMNIFICATION AND HOLD HARMLESS**

The contractor shall be responsible for, indemnify and save harmless the Conservancy, its officers, agents and employees from any and all liabilities, claims, demands, damages, or costs, including without limitation litigation costs and attorneys' fees, resulting from or arising out of the willful or negligent acts or omissions of the contractor, its officers, agents, subcontractors and employees, or in any way connected with or incident to this contract, except for the active negligence of the Conservancy, its officers, agents or employees. The duty of the contractor to indemnify and save harmless includes the duty to defend as set forth in Civil Code section 2778.

The contractor waives any and all rights to any type of express or implied indemnity or right of contribution from the State, its officers, agents or employees, for any liability resulting from, growing out of, or in any way connected with or incident to this contract.

The obligations in this "INDEMNIFICATION AND HOLD HARMLESS" section shall survive termination of this contract.

**INSURANCE**

Throughout the term of this contract, the contractor shall procure and maintain insurance, as specified in this section, against claims for injuries to persons or damage to property that may arise from or in connection with any activities by the contractor or its agents, representatives, employees, or subcontractors associated with the project undertaken pursuant to this contract.

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:
  - a. Insurance Services Office ("ISO") Commercial General Liability coverage (occurrence Form CG 0001 or comparable).
  - b. Automobile Liability coverage - ISO Form Number CA 0001, or comparable (covering "Any Auto" or Owned, Hired and Non-owned autos).
  - c. Workers' Compensation insurance as required by the Labor Code of the State of California.

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- d. Errors and Omissions Liability insurance appropriate to the contractor's profession.
2. Minimum Limits of Insurance. The contractor shall maintain limits no less than:
- a. General Liability: *(Including operations, products and completed operations, as applicable)* \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to the activities under this contract or the general aggregate limit shall be twice the required occurrence limit.
  - b. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
  - c. Worker's Compensation: As required by law with Employer's Liability of no less than \$1,000,000.
  - d. Errors and Omissions: \$5,000,000 per occurrence.
3. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Executive Officer.
4. Required Provisions Concerning the Conservancy and the State of California.
- a. Each insurance policy required by this section shall be endorsed to state that coverage shall not be canceled by either party, except after thirty days' prior written notice by first class mail has been given to the Conservancy or, in the event of cancellation of coverage due to nonpayment, after ten days' written notice to the Conservancy. The contractor shall notify the Conservancy within the earlier of: two days following the contractor's receipt of any notice of cancellation, non-renewal or material change that affects the required insurance; or five business days before the effective date of any cancellation, non-renewal or material change that effects required insurance coverage.
  - b. The contractor hereby grants to the State of California, its officers, agents, employees, and volunteers, a waiver of any right to subrogation which any insurer of the contractor may acquire against the State of California, its officers, agents, employees, and volunteers, by virtue of the payment of any loss under such insurance. The contractor

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agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the contractor has received a waiver of subrogation endorsement from the insurer.

- c. The general liability, automobile liability, and vessel policies (if any) are to contain, or be endorsed to contain, the following provisions:
    - i. The State of California, its officers, agents and employees are to be covered as additional insureds, but only with respect to activities conducted relative to this contract. The additional insured endorsements are to be provided.
    - ii. For any claims related to this contract, the contractor's insurance coverage shall be primary insurance as respects the State of California, its officers, agents and employees, and not excess to any insurance or self-insurance of the State of California.
    - iii. The limits of the additional insured coverage shall equal the limits of the named insured coverage regardless of whether the limits of the named insurance coverage exceed those limits required by this agreement.
  - d. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of section 2782 of the Civil Code.
5. Acceptability of Insurers. Insurance is to be placed with insurers admitted to transact business in the State of California and having a Best's rating of "B+:VII" or better or, in the alternative, acceptable to the Conservancy and approved in writing by the Executive Officer.
  6. Subcontractors. The contractor shall include all subcontractors as insureds under its policies or shall require each subcontractor to provide and maintain coverage consistent with the requirements of this section.
  7. Verification of Coverage. The contractor shall furnish the Conservancy with original certificates and amendatory endorsements, including the required additional insured endorsements, effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Executive Officer before work commences. The Conservancy reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage, at any time.
  8. Premiums and Assessments. The Conservancy is not responsible for premiums and assessments on any insurance policy.
  9. Claims Made. If errors-and-omissions coverage is written on a claims-made form:

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- a. The “Retro Date” must be shown, and must be before the date of this contract or the beginning of work.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the work.
- c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a “Retro Date” prior to the effective date, the contractor must purchase “extended reporting” coverage for a minimum of five years after completion of the work under this contract.
- d. A copy of the claims reporting requirements must be submitted to the Executive Officer for review.]

**NONDISCRIMINATION**

During the performance of this contract, the contractor and its subcontractors shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, ethnic group identification, physical disability (including HIV and AIDS), mental disability, medical condition, genetic information, gender, gender identity, gender expression, marital status, age, sexual orientation, or military and veteran status (Government Code section 12940). The contractor and its subcontractors also shall not unlawfully deny a request for or take unlawful action against any individual because of the exercise of rights related to family-care leave (Government Code sections 12945.1 and 12945.2). The contractor and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination, harassment and unlawful acts.

Consistent with Government Code section 11135, the contractor shall ensure that no one, on the basis of race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, genetic information, or disability, is unlawfully denied full and equal access to the benefits of, or is unlawfully subjected to discrimination under, the work funded by the Conservancy under this contract.

Pursuant to Government Code section 12990, the contractor and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900 et seq.) and the applicable regulations (California Code of Regulations, Title 2, section 7285.0 et seq.). The regulations of the Fair Employment and Housing Commission regarding contractor Nondiscrimination and Compliance (Chapter 5 of Division 4 of Title 2 of the California Code of Regulations) are incorporated into this contract by this reference.

The contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other

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agreement. This nondiscrimination clause shall be included in all subcontracts entered into by the contractor to perform work provided for under this contract.

**NONDISCRIMINATION IN PROVISION OF BENEFITS - DOMESTIC PARTNERS**

The contractor certifies that it is in compliance with Public Contract Code section 10295.3, which prohibits discriminating in the provision of benefits between employees with spouses and employees with domestic partners, or between employees with spouses or domestic partners of a different sex and employees with spouses or domestic partners of the same sex, or between same-sex and different-sex domestic partners of employees or between same-sex and different-sex spouses of employees.

**AUDITS/ACCOUNTING/RECORDS**

The contractor shall maintain financial accounts, documents, and records (collectively, “records”) relating to this contract, in accordance with the guidelines of “Generally Accepted Accounting Principles” published by the American Institute of Certified Public Accountants. The records shall include, without limitation, evidence sufficient to reflect properly the amount, receipt, deposit, and disbursement of all funds related to the services that the contractor is providing, and time and effort reports. The contractor shall maintain adequate supporting records in a manner that permits tracing of transactions from the invoices to the accounting records and to the supporting documentation.

The contractor shall retain these records for three years following the date of final disbursement by the Conservancy under this contract, regardless of the termination date. The records shall be subject to examination and audit by the Conservancy and the Bureau of State Audits during this period.

Additionally, the Conservancy or its agents may review, obtain, and copy all records relating to performance of the contract. The contractor shall provide the Conservancy or its agents with any relevant information requested and shall permit the Conservancy or its agents access to the contractor’s premises, upon reasonable notice, during normal business hours, to interview employees and inspect and copy books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this contract and any applicable laws and regulations. The contractor shall maintain these records for a period of three years after final payment under the contract.

If the contractor retains any subcontractors to accomplish any of the work of this contract, the contractor shall first enter into a contract with each subcontractor requiring the subcontractor to meet the terms of this section and to make the terms applicable to all lower-tier subcontractors.

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The Conservancy may disallow all or part of the cost of any activity or action that it determines to be not in compliance with the requirements of this contract.

**INDEPENDENT CONTRACTOR STATUS**

The contractor shall maintain its status as an independent contractor as defined in section 3353 of the California Labor Code. To this end, the contractor shall be under the control of the State, acting through its agent, the Conservancy, but only as to the results of its work and not as to the means by which the results are accomplished.

**COMPUTER SOFTWARE**

The contractor certifies that it has instituted and will employ systems and controls appropriate to ensure that, in the performance of this contract, state funds will not be used for the acquisition, operation or maintenance of computer software in violation of copyright laws.

**[Add the following section if the contract total is more than \$200,000:]**

**PRIORITY HIRING CONSIDERATIONS**

To the extent required by Public Contract Code section 10353, the contractor shall give priority consideration in filling vacancies in positions funded by this contract to qualified recipients of aid under Chapter 2 (commencing with section 11200) of Part 3 of Division 9 of the Welfare and Institutions Code, in accordance with Article 3.9 (commencing with section 11349) of Chapter 2 of Part 3 of Division 9 of the Welfare and Institutions Code.

**FAMILY-SUPPORT OBLIGATIONS**

The contractor acknowledges the state policy contained in Public Contract Code section 7110, that state contractors recognize the importance of child- and family-support obligations and fully comply with all applicable state and federal laws relating to child- and family-support enforcement. In executing this contract, the contractor represents that, to the best of the contractor's knowledge, the contractor is fully complying with the earnings-assignment orders of all employees and is providing the names of all new employees the New Hire Registry maintained by the Employment Development Department.

**DRUG-FREE WORKPLACE REQUIREMENTS**

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By signing this contract the contractor certifies that it will comply with the requirements of the Drug-Free Workplace Act of 1990, commencing at Government Code section 8350. The Act generally requires the contractor to notify its employees that illegal drug distribution, use or possession is prohibited and will be subject to disciplinary action and to establish a drug awareness program that, in addition, informs employees about the dangers of drug abuse in the workplace and about any available employee assistance programs. Further, the contractor shall give a copy of this notification to each employee working under this contract and require the employee to agree to abide by these rules.

**NATIONAL LABOR RELATIONS BOARD**

By signing this contract, the contractor states under penalty of perjury that, during the two-year period immediately preceding the date of the contract, no more than one final unappealable finding of contempt of court has been issued against the contractor for failure to comply with an order of the National Labor Relations Board.

**AIR AND WATER POLLUTION**

In accordance with Government Code section 4477, the contractor represents that it is not in violation of any order or resolution of the State Air Resources Board or an air pollution control district, and is not subject to a cease and desist order issued pursuant to section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions, and has not been finally determined to be in violation of provisions of federal law relating to air or water pollution.

**EXPATRIATE CORPORATIONS**

The contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

**SETTLEMENT OF DISPUTES**

If any dispute arises out of this contract, the contractor or the Conservancy shall notify the other party within ten days of discovery of the problem. Within thirty days of such notification, the Executive Officer may confer with the contractor and Conservancy staff members for the purpose of resolving the dispute. If the Conservancy is unable to resolve the dispute to the contractor's satisfaction, the contractor may proceed under Government Code sections 900 et seq. with any claims against the Conservancy arising out of this contract. If the dispute cannot be resolved to the Conservancy's satisfaction, the Conservancy may pursue any remedies

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available, including invoking its rights under the TERM OF CONTRACT, EARLY TERMINATION AND SUSPENSION clause of this contract.

**EXECUTIVE OFFICER'S DESIGNEE**

The Executive Officer shall designate a Conservancy project manager who shall have authority to act on behalf of the Executive Officer with respect to this contract. The Executive Officer shall notify the contractor of the designation in writing.

**AMENDMENT**

This contract may be modified only upon written agreement of the parties. However, the schedule may be modified by written letter of the contractor countersigned by the Executive Officer, and that modification shall have the same effect as if included in the text of this contract.

**ASSIGNMENT, SUBCONTRACTING AND DELEGATION**

The contractor has been selected to provide the services and perform the tasks of this contract because of its unique skills and experience. Except as expressly provided in this contract, the contractor shall not assign, subcontract or delegate any of the services and tasks to be performed, without written authorization by the Executive Officer.

**TIMELINESS**

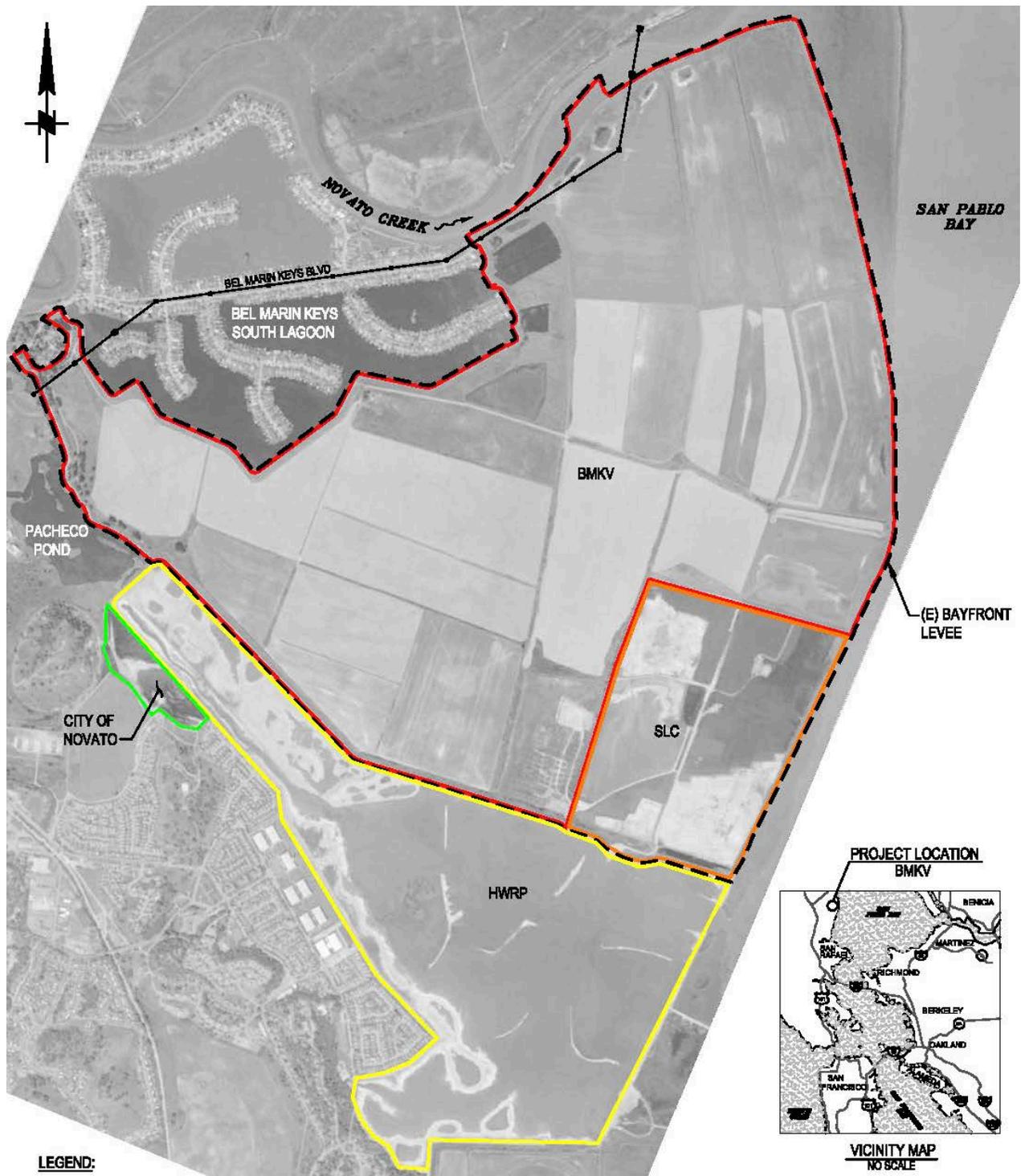
Time is of the essence in this contract.

**LOCUS**

This contract is deemed entered into in the County of Alameda



**Figure 1 – Regional Area**



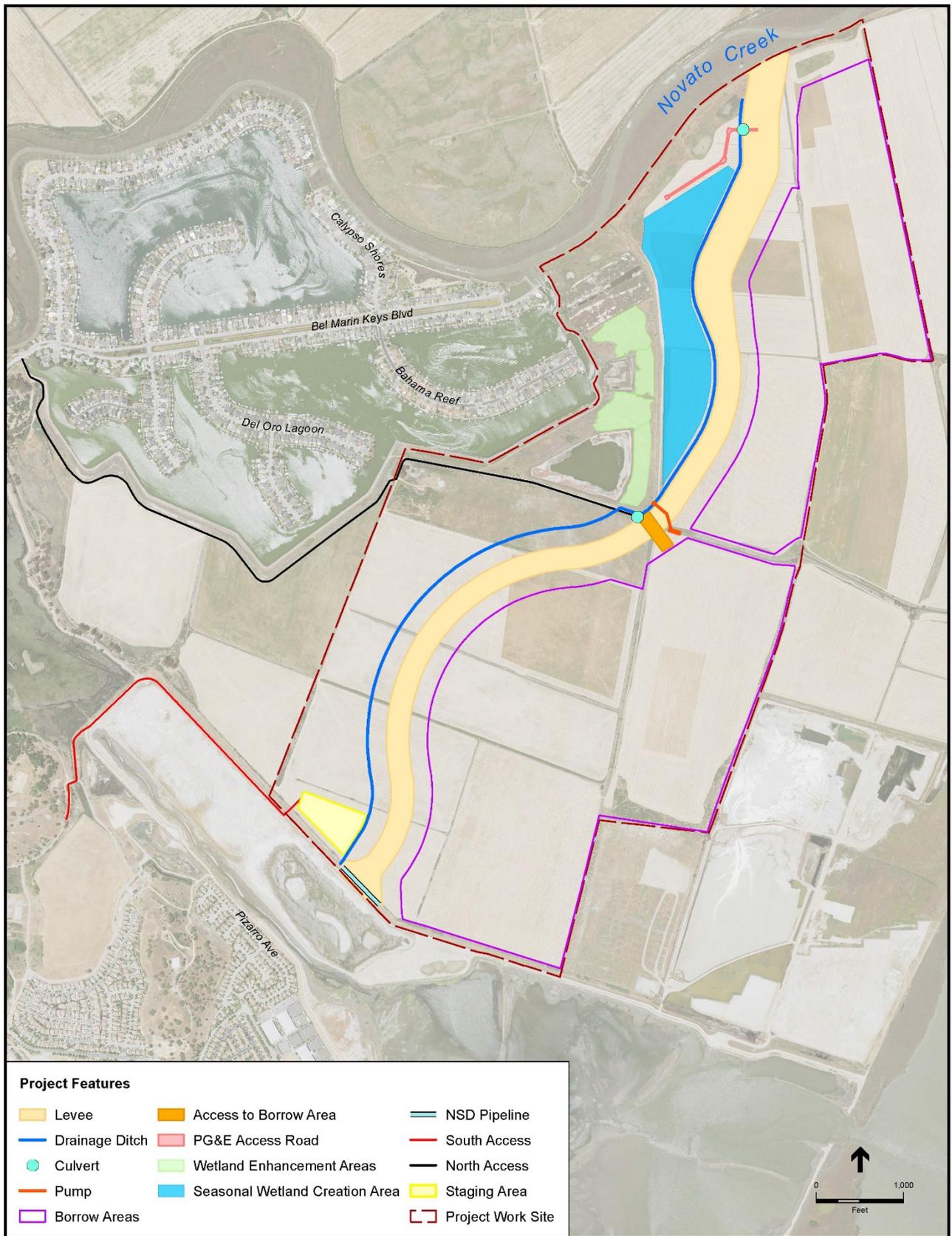
**LEGEND:**

**PARCEL BOUNDARIES**

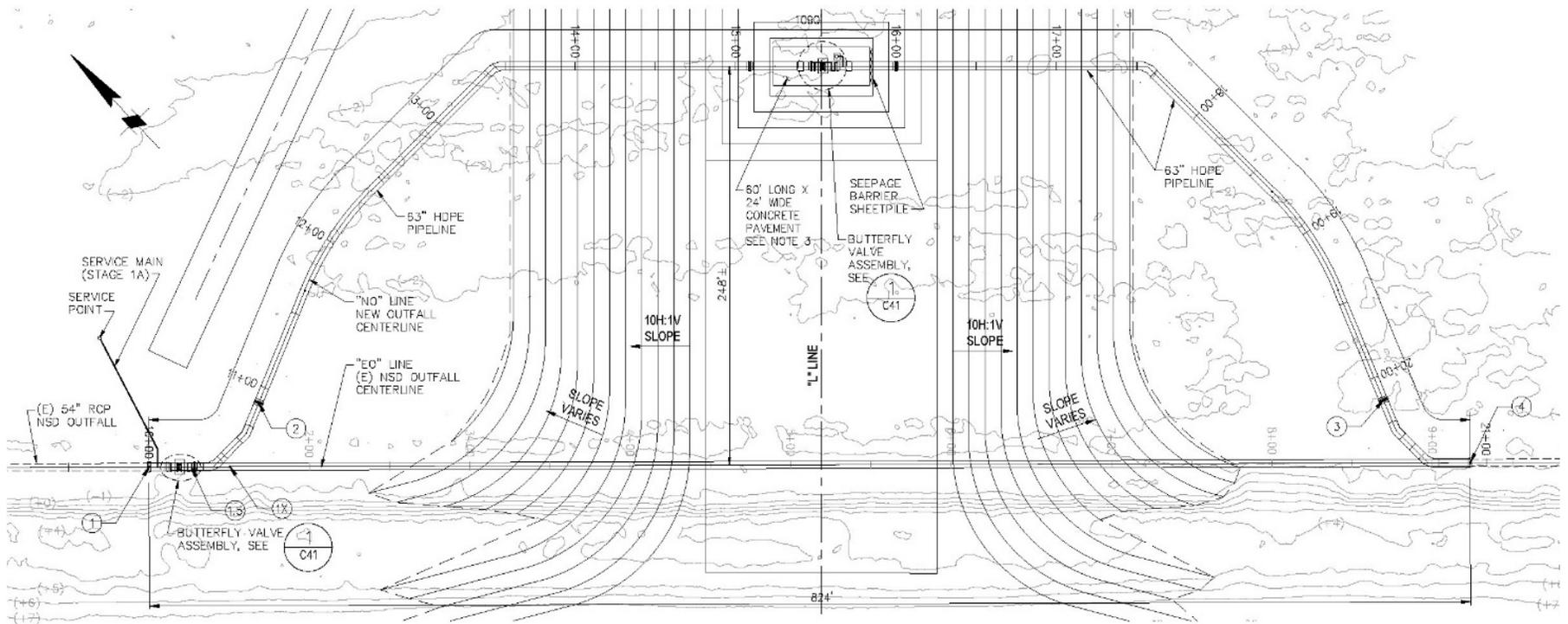
- |   |                       |   |                                       |
|---|-----------------------|---|---------------------------------------|
|  | BEL MARIN KEYS UNIT V |  | HAMILTON WETLANDS RESTORATION PROJECT |
|  | STATE LANDS           |  | SITE LIMIT                            |
|  | CITY OF NOVATO        |  | PG&E TOWERS AND TRANSMISSION LINES    |



**Figure 2 – Project Location**



**Figure 3 – Proposed Project** (source: ESA 2016, M&N 2016)



**Figure 4 – Novato Sanitary District Pipeline Modifications**

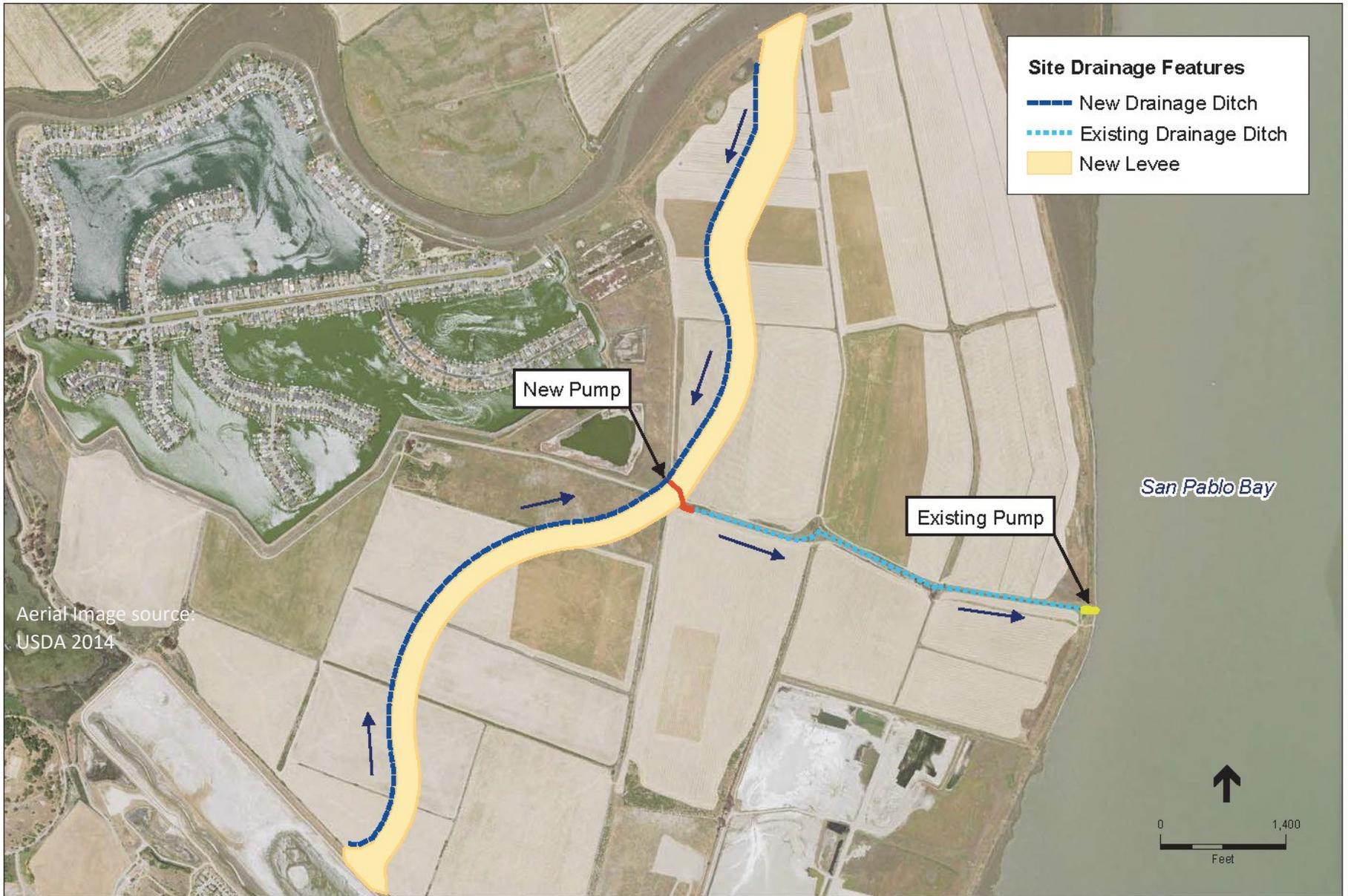


Figure 5 – Proposed Site Drainage Modifications

(Source: ESA 2016)