

CALIFORNIA STATE COASTAL CONSERVANCY

**REQUEST FOR ENVIRONMENTAL AND
ENGINEERING SERVICES**

**SOUTH BAY SALT POND
RESTORATION PROJECT**

Phase II

September 12, 2011



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***SOUTH BAY SALT PONDS RESTORATION PROJECT PHASE II
REQUEST FOR SERVICES***

I. INTRODUCTION

The State Coastal Conservancy (Conservancy) intends to seek the services of a consultant firm or team to conduct restoration, flood management, and public access planning, modeling, environmental analysis/review, design, and cost estimating for Phase II projects of the 15,100-acre South Bay Salt Pond Restoration Project (the “SBSP Restoration Project”) located in Alameda, Santa Clara, and San Mateo Counties, California (Figure 1).

Information regarding the project can be found on the project web site (www.southbayrestoration.org). The restoration process will be managed collaboratively by the [California State Coastal Conservancy](#), the [U.S. Fish and Wildlife Service](#) (USFWS), and the [California Department of Fish and Game](#) (CDFG). The three agencies are working closely with other many other federal, state, and local agencies to accomplish this restoration project. The main decision-making body for the Project is the Project Management Team (PMT) which consist of representatives from the Conservancy, USFWS, CDFG, Alameda County Flood Control District, Santa Clara Valley Water District, US Geological Survey (the Lead Scientist), Center for Collaborative Policy and Resources Legacy Fund. The PMT will review and approve all planning decisions and work products. However, the consultant team will be under contract to the Conservancy and Conservancy staff will manage the day-to-day work performed under this contract.

In addition, the SBSP Restoration Project has an active ongoing public participation and advising process, consisting of a Project-wide Stakeholder Forum and local, geographically dedicated Working Groups for each pond complex. The consultant team should anticipate participating in public stakeholder and Working Group meetings for Phase 2 planning. This includes participation in pre-meeting planning to ensure clear communication and dialogue with the public, as well as attendance and presentations at public meetings as requested by the PMT. We anticipate convening up to two Stakeholder Forum meetings devoted to Phase 2, and up to two working Group meetings per pond complex (total 6 Working Group meetings) focusing on Phase 2 over the next eighteen months.

Several other organizations or agencies have been or will be retained to assist with this project. Of particular note are the Center for Collaborative Policy (developing and managing the implementation of the public outreach and stakeholder involvement program), U.S. Geological Service (Lead Scientist and conducting data collection and analysis), San Francisco Estuary Institute (hosting and managing the project website and bibliographical database) and the U.S. Army Corps of Engineers. In addition, there are numerous other entities performing studies as part of our science and adaptive management program. To the extent that monitoring results can inform the next phase of design, the consultant will have access to these study results. The consultant will be expected to coordinate closely with the SBSP Restoration Project’s Lead Scientist during planning and design of Phase II projects.

A portion of the SBSP Restoration Project is currently being implemented through a U.S. Army Corps of Engineers Feasibility Study, the South San Francisco Shoreline Study (the “Shoreline Study”). The Santa Clara Valley Water District and the Conservancy are the local sponsors. At the present time, the Shoreline Study is focused on the area between Alviso Slough and Coyote Creek and the adjacent floodplain. The existing conditions report is complete and analysis of restoration and flood protection options has begun for the Alviso Slough/Coyote Creek area. The Shoreline Study assumes a project start date of 2017 and so the actions described in the Shoreline Study are most likely to be implemented after the South Bay Salt Pond Restoration Project’s Phase II. It is anticipated that Phase II work will be largely independent of the Shoreline Study although some project coordination and information sharing may be necessary.

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The SBSP Restoration Project completed its programmatic plan and EIS/R in January 2009 and implementation of Phase I is nearly complete. In 2010, the PMT conducted a design charrette and developed a set of potential projects for Phase II. These project ideas have been presented to the public at SBSP Restoration Project stakeholder meetings in 2010 and early 2011 and comments incorporated. The most current version summarizing the charrette results is at southbayrestoration.org/events/docs/stakeholder-forum/PMT_Phase2Masterreport_10.14.10.pdf. This document describes the guiding principles and evaluation criteria for choosing projects and outlines what the proposed Phase II projects are.

The work completed through this Request for Services is expected to tier off of the SBSP Restoration Project programmatic EIS/R. In particular, projects should be consistent with the Adaptive Management approach extensively discussed in the EIS/R. In addition, although Phase II projects will require additional permits, the requirements of the project's existing permits are likely to be relevant to Phase II. The EIS/R and permits are available at www.southbayrestoration.org/documents/Permits.

The initial contract period for Phase II work will be approximately 1 year. It is the intent of the Conservancy, subject to satisfactory performance by the consultant, to augment the contract as additional tasks are sufficiently defined. The overall scope of work is described in Section II and, in brief, the planning effort will include development of:

- Preliminary Design Memoranda or Plans for Phase II restoration, public access, and flood protection projects
- A Plan for beneficial reuse of aquatic and upland materials for habitat and flood protection
- An Environmental Impact Statement/Environmental Impact Report (EIS/R) tiered off of the Project's programmatic EIS/R; and
- Regulatory agency coordination and permits applications

The three primary geographic areas for this Request for Services as follows:

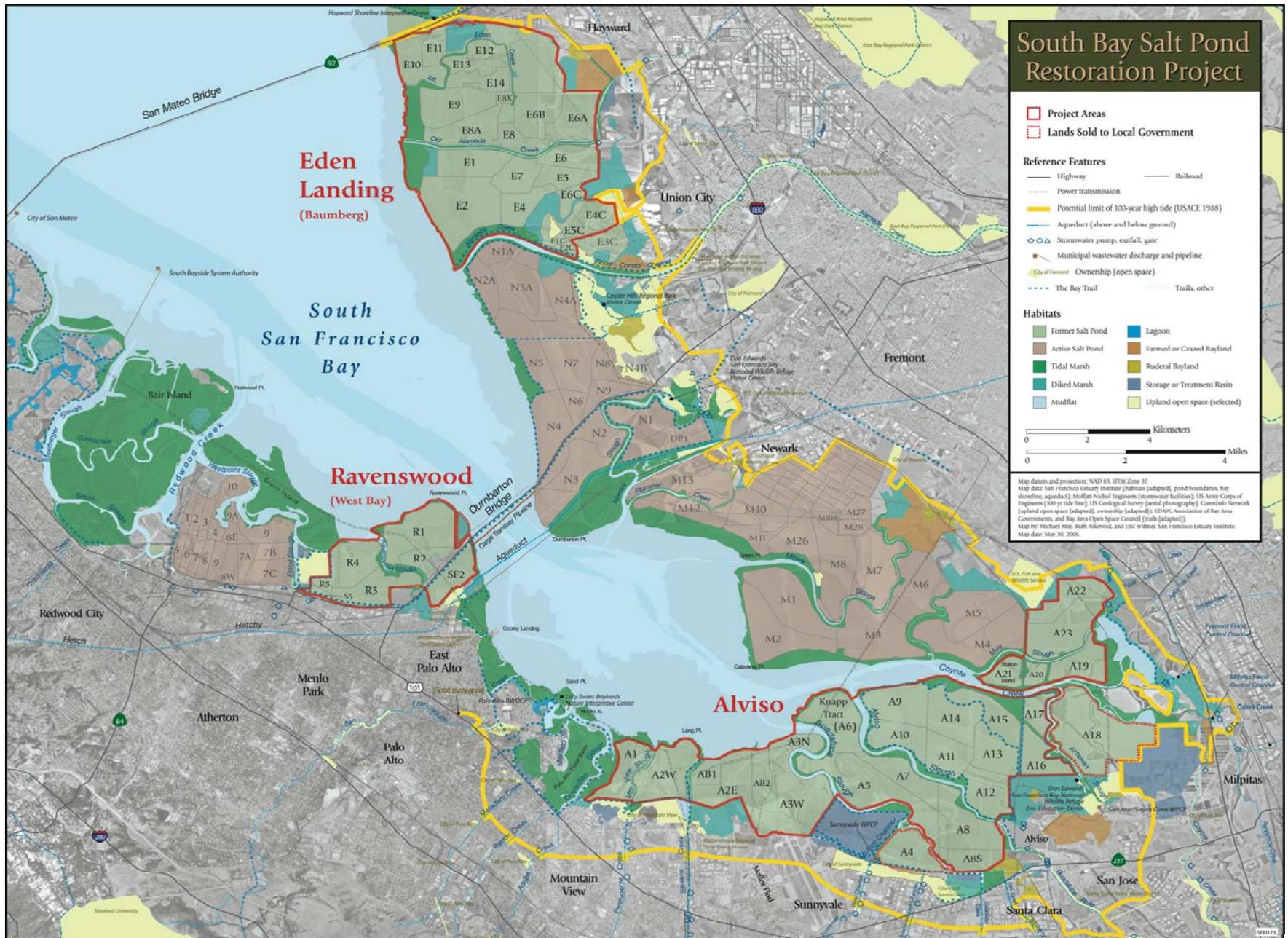
1. The Ravenswood Pond and the Alviso Ponds of the Don Edwards San Francisco Bay Wildlife Refuge (owned and managed by the US Fish and Wildlife Service) for the Phase II habitat, public access, and flood protection projects;
2. The Eden Landing Ponds of the Eden Landing Ecological Reserve (owned and managed by the California Department of Fish and Game) for the Phase II habitat, public access, and flood protection projects; and
3. Project area-wide (Ravenswood, Alviso, and Eden Landing Pond Complexes) analysis of beneficial reuse of aquatic and upland material for habitat restoration and flood protection.

Consultants can submit for all three or individual geographic areas. The Conservancy reserves the right to select either one, or multiple, firms/teams depending on the qualifications that best match the tasks associated with the three areas.

Consultants who are not listed in Attachment B are also welcome to respond to this RFS as the lead firm or as part of a team but must submit the Consultant Questionnaire and Statement of Qualifications as well as respond to the requirements of this Request for Services – see Section III INFORMATION TO BE INCLUDED IN SUBMITTAL.

A mandatory pre-submittal meeting for firms interested in responding to the RFS will be held 10:00 am to 12:00 pm on Friday September 23, 2011 in Oakland, California. Please R.S.V.P. for this meeting (see Section IV for contact information), so we can ensure there is adequate space and confirm the location.

**SOUTH BAY SALT PONDS RESTORATION PROJECT PHASE II REQUEST FOR SERVICES
FIGURE 1 PROJECT MAP**



***SOUTH BAY SALT PONDS RESTORATION PROJECT PHASE II
REQUEST FOR SERVICES***

II. REQUIREMENTS, PROCESS, AND SCHEDULE

This section outlines the scope of work, geographic area of the services, the requirements that must be met by the consultant firm or team to be considered for the proposed contract; the RFS process; and the schedule for consultant selection. While not all of the skills and experience described in Section II.C., below, may be required in the first year of work, the Conservancy and its agency partners require that the consultant firm/team be capable of providing all of the listed services.

The large scope, size, and stakeholder community associated with the project, and the complexity of the project require a wide range of skills and experience. The consultant firm and/or teams (the “consultant”) are expected to have sufficient skills and experience to successfully complete the following scope of work:

A. SCOPE OF WORK

Task 1. Project Feasibility and Conceptual Design: For each restoration, public access, or flood protection project or set of projects (as detailed below), the consultants will prepare a Preliminary Design Memorandum or Plan that will outline the opportunities and constraints for each site, any updates to existing conditions, and preliminary design and cost estimates at a 10% level of design. Each project location varies as to the level of feasibility assessment necessary to move into the project design phase – see specific descriptions of the potential projects organized by geographical location below.

At the Conservancy’s discretion, additional phases of design work and cost estimating may be added to the scope through completion of project planning with the final construction drawings and bid specifications. The task of supervising the selected construction contractor for compliance with construction specifications and to provide technical expertise during construction may also be added to the scope at the Conservancy’s discretion. In addition to conducting their own feasibility assessment and designs as described above, the consultant may also be requested to provide peer review of or to coordinate with and incorporate design plans completed by project partners and other consulting firms.

Plans are to be developed in coordination with the PMT agencies, which is made up of representatives from the Conservancy, USFWS, CDFG, Alameda County Flood Control District, Santa Clara Valley Water District, US Geological Survey (the Lead Scientist), Center for Collaborative Policy, and Resources Legacy Fund. In addition, input on restoration, public access and flood protection plans will be sought from the Regulatory Agencies, Stakeholder Forum and Working Groups, and through the CEQA/NEPA process.

Task 2. CEQA/NEPA compliance: Tiering off of the Project’s programmatic 2009 EIS/R, the consultant will prepare the appropriate environmental documentation as required by NEPA/CEQA. The consultant will lead the process, assist with public scoping meeting, and obtain final approvals for the Phase II projects as developed in Task 1.

Task 3. Regulatory Permitting: Coordinate with the regulatory agencies and apply for and obtain permits. This includes, but is not limited to, permits from the US Army Corps of Engineers, Regional Water Quality Control Board, San Francisco Bay Conservation and Development Commission, California State Office of Historic Preservation, US Fish and Wildlife Service, and National Marine Fisheries. A jurisdictional determination of the wetland areas may also be necessary for the Phase II project areas.

Task 4. GIS Mapping and Graphic Design: In addition to the preparation of maps and graphics as part of the work products described above, the SBSBSP Restoration Project may have need for maps, posters,

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brochures, and other public information materials. The consultant should be able to provide these products as requested.

Task 5. Additional Tasks: If the consultant team foresees necessary tasks that are not outlined in this RFS, please bring those to our attention in your submittal.

B. PROJECT LOCATIONS FOR THIS REQUEST FOR SERVICES.

Consultants may respond to this RFS for all or separate geographic areas. The areas and their associated tasks are as follows:

1. Don Edwards San Francisco Bay Wildlife Refuge (USFWS).

For Phase II in the Alviso and Ravenswood Pond Complexes the South Bay Salt Pond Restoration Project (SBSP Restoration Project) would like to develop plans, complete 10% design and conduct environmental analysis of and permitting for the following projects:

Alviso Habitat Restoration and Flood Protection Projects:

- Additional breaches of the Island Ponds: Evaluate the potential benefits of levee lowering and additional breaches on the north (Mud Slough) side of Ponds A19, 20, 21 (aka the Island Ponds). Coordination with the Santa Clara Valley Water District will be necessary in order to sustain their mitigation requirements at these ponds.
- Tidal Restoration of Ponds A1 and A2W and Charleston Slough: Evaluate the tidal restoration opportunities and potential flood impacts of Ponds A1 and A2W in conjunction with Charleston Slough. Charleston Slough was originally a mitigation project and is currently owned by the City of Mountain View. It is not part of the SBSP Restoration Project. By incorporating Charleston Slough into tidal restoration of A1 and A2W, which are part of SBSP Restoration Project, it is expected to make a more successful project and reduce the amount of flood protection work necessary between Charleston Slough and A1. However, flood impacts would still need to be assessed and solutions proposed as part of this project. Preliminary conversations with the regulatory agencies and the City of Mountain View indicate support for the project.

Ravenswood Habitat Restoration and Flood Protection Projects:

- Tidal Restoration of Pond R4: Evaluate the feasibility of levee lowering, breaching and other actions to restore tidal flows to R4. Flood protection analysis will be an important component of tidal restoration of this pond. The consultant may also be requested as an optional task to evaluate the incremental cost difference for including Pond R3 in the Phase II tidal restoration.
- Managed Ponds at R5/S5: Develop concepts for habitat creation and management at Ponds R5/S5 to benefit birds and meet other project goals. These two small ponds are slated to become managed ponds under all of the SBSP Restoration Project's scenarios. However, their size and location are a constraint on habitat enhancement. Coordination with the SBSP Restoration Project's Lead Scientist and others involved in the monitoring program will be necessary when developing concepts for these two ponds.

Public Access and Recreation:

As described in the SBSP Restoration Project's EIS/R, each pond complex presents opportunities to construct spine or spur segments of the Bay Trail or facilities for the Water Trail and other public recreation features such as interpretation, trailheads, and overlooks. The consultant will be asked to provide an analysis of opportunities to implement public access improvements as outlined in the EIS/R or any newly emerging opportunities not previously considered and incorporate public access into plans for the Alviso and Ravenswood Ponds. Furthermore, if restoration or flood protection

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features designed in above tasks impact existing public access features, the project will need to mitigate for these impacts.

2. Eden Landing Ecological Reserve (CDFG):

Southern Eden Landing Comprehensive Restoration and Public Access Plan:

For the area of ponds between Old Alameda Creek and the Alameda Creek Flood Control Channel (referred to as “Southern Eden Landing”), the SBSP Restoration Project would like to develop a comprehensive plan for tidal wetland restoration of all the ponds integrated with public access that links with existing and planned Bay Trail and Water Trail segments. The consultant may also be asked to incorporate concepts for fresh/brackish water wetland creation using treated wastewater. In addition to wetland restoration, the plan should address:

- Potential flooding impacts,
- Impacts to existing public access features and appropriate alternatives to mitigate these impacts,
- Historic and cultural identification, evaluation, and interpretation,
- Phased implementation through an adaptive management process; and
- Peer review of Alameda County Flood Control District’s analysis and modeling for this area as it pertains to meeting SBSP Restoration Project’s restoration goals.

This planning effort will need to be closely coordinated with CDFG, San Francisco Bay Trail, the Conservancy, Alameda County Flood Control District, Union Sanitary District and East Bay Regional Park District.

Once this comprehensive plan is complete, the SBSP Restoration Project PMT will select which specific actions in this geographical area will be pursued for further design work and environmental analysis and permitting work.

3. Project-wide Analysis of Beneficially Using Aquatic and Upland Material.

The SBSP Restoration Project would like to develop a comprehensive plan for securing approval to opportunistically receive material from aquatic and upland sources for habitat creation and flood protection features throughout the project area. In light of projected sea-level rise, the existing subsided elevation of the ponds, the potential for reduced suspended sediment concentrations in the Bay, and the desire for broad upland transition zones, the SBSP Restoration Project can use large amounts of sediment, likely much more than available through natural processes. Yet due to the lack of regulatory approval and appropriate infrastructure, the project has had to turn down unplanned sources of material. The SBSP Restoration Project would like to complete a planning process that would allow the project to capitalize on sediment as it becomes available, even if the material will not be used until part of future project phases. This analysis should:

- Identify suitable locations and required infrastructure for short- and long-term storage of material delivered to the site by other parties.
- Specifying the types of material needed for the different project features or actions such as expediting marsh development, filling borrow ditches, upland transitions zones, and engineered levees.
- Submit a conceptual plan to the SBSP Restoration Project PMT to select which specific actions will be pursued for further design work.
- Complete the required NEPA/CEQA analysis and permits to able to receive material as it becomes available.
- Prepare 10% design documents and permit applications.
- Coordinate with other efforts to facilitate beneficial reuse for dredge material in the San Francisco Bay to ensure the SBSP Restoration Project is prioritized in regional plans (e.g. the Long Term

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Management Strategy for the Placement of Dredge Material in the San Francisco Bay Region (LTMS) Program and the US Army Corps of Engineers' development of a long-term Dredge Material Management Plan (DMMP) for San Francisco Bay.)

C. TECHNICAL SKILLS AND EXPERIENCE

Technical expertise and relevant experience is required for each of the following subject areas. The subject areas are listed alphabetically, and the order should not be construed as a prioritized listing.

- Biology, including specific expertise in San Francisco Bay with regard to fisheries, migratory birds, endangered species, introduced species, and predator management;
- Cultural Resources Surveys and Evaluation;
- Ecological/Restoration Design pertaining to estuarine environments, with specific expertise in tidal marsh restoration, managed pond restoration and management, and managed wetlands including using effluent;
- Flood Management (fluvial and tidal), including related modeling;
- Geomorphology and Sediment Dynamics, including modeling of these processes;
- Geotechnical Engineering and Levee Design;
- GIS mapping and Graphic Design;
- Hydrodynamics (fluvial and tidal), including related modeling;
- Landscape Architecture;
- Monitoring and Adaptive Management;
- NEPA/CEQA/Environmental Review of Projects;
- Permitting (federal, state, and local);
- Public Access and Recreation Planning, with specific expertise regarding public recreation and access in or adjacent to sensitive habitats, expertise in addressing social issues relevant to access and recreation planning, and expertise in complying with the Americans with Disabilities Act;
- Sediment Reuse, in regard to wetland restoration and creation of flood protection features;
- Vector Control, particularly in regard to tidal and managed wetland restoration and management;
- Water and Sediment Quality, in particular, contaminant bioaccumulation and toxicity in wetlands and related modeling.

D. PROJECT MANAGER AND KEY STAFF

The abilities of the project manager and key staff will be crucial to the success of the project. Key staff are defined as major task managers, and other staff that have a central role in ensuring the success of the project (e.g., the QA/QC leader). This project poses multiple project management challenges, which require an experienced and dynamic project manager and key staff. In particular, meeting the project schedule and ensuring that effective project-related communications are maintained requires a high level of organizational and leadership ability.

The project manager and key staff must have *demonstrated* organizational skills and a *proven* track record of delivering on time and within budget. The project manager and key staff must have experience managing and working on large, complex, multi-objective projects, including projects that require balancing competing objectives. In addition, the project manager and key staff must have excellent interpersonal, and written and oral communications skills. The project manager must be experienced at making presentations to a wide range of audiences, including the general public, and must be able to interact effectively with a wide range of stakeholders. Similarly, key staff should also be experienced with making presentations, and be able to communicate effectively with a wide range of people. References will be required for the project manager, and may be required for other key staff.

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Due to the complexity of the project, the Conservancy prefers that the project manager and some of the key staff have prior direct experience working together.

E. OTHER REQUIREMENTS

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

1. Relationship of Project Manager to Lead Consultant Firm: if the submittal is by a consultant team, the project manager should be an employee of the lead consultant firm.
2. Commitment of Overall Project Manager: the consultant/lead consultant firm must intend that the project manager will be made available to the project for the duration of the project. A minimum availability requirement may be defined as part of the contract negotiations.
3. Project Office: The project manager and the lead firm's project office should be located in the San Francisco Bay Area.
4. Contract Negotiations: A copy of the Conservancy's standard contract is provided in Attachment A. The Conservancy will enter into contract negotiations with the highest ranked consultant firm/consultant team following submittal of statement of qualification/statement of approach and interviews.
5. 10% Withholding: The consultant will be paid for its actual time and expenses up to the amount provided for each task in the final project budget. The consultant should anticipate that ten percent (10%) 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. If the contract is extended for multiple years, the Conservancy and the consultant will identify appropriate milestones that can trigger the release of the 10% withholding prior to the conclusion of all Phase II work.
6. Proposal Format: The written submittal must be printed double-sided on 8.5-inch by 11-inch pages, in Times New Roman or Tahoma Font, with a font size no smaller than 11 point. Larger pages (e.g., 11 inches by 17 inches) should be folded to fit into the 8.5-inch by 11-inch format. No pages larger than 11 inches by 17 inches should be included in the submittal. Detailed format specifications are provided in Section III.

E. CONSULTANT SELECTION PROCESS

USFWS, DFG, and other project collaborators will assist the Conservancy in the evaluation of proposals and selection of the consultant. The consultant selection process will consist of three steps. The Conservancy, USFWS, and DFG, and other invited reviewers will review and rank the submittals received from the consultant firms/teams. The Conservancy may request supplemental information and will conduct interviews with the top 3 or 4 firms/teams. Interviews will be conducted by a panel composed of representatives from the PMT.

The consultant will be hired under contract to the Conservancy. The Conservancy will attempt to negotiate a contract with the best qualified firm/team at compensation which the Conservancy determines is fair and reasonable to the State of California. If the Conservancy is unable to do so, negotiations with that firm/team will be terminated and negotiations will then proceed in the same manner with the other firms/teams on the list in order of ranking. If the Conservancy is unable to negotiate a satisfactory

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contract with any of the selected firms/teams, the Conservancy may select additional firms and continue the negotiation process.

The interview will include a short presentation by the consultant team, followed by questions from the interview panel. The interview will last approximately 90 minutes. The proposed project manager and at least 2 key staff members must be present. The consultant may bring no more than 6 participants to the interview.

Potential consultants will be ranked based on the following criteria:

- 1) Demonstrated competence, including the firm/team's past experience with similar projects; the education and experience of key personnel to be assigned and the proposed level of their participation; the firm/team's capability to adequately analyze the project; the firm/team's ability to meet the project schedule; the longevity of the firm(s) and amount of staff turnover; and the nature and quality of the firm(s)'s past completed work;
- 2) Specialized qualifications for the services to be performed;
- 3) Small business status of the consultant;
- 4) D/VBE status of the consultant;
- 5) The good faith effort of the consultant to subcontract with D/VBEs as set forth in Public Contract Code Section 10115.2.

These factors will be weighed according to the nature of the project, the needs of the Conservancy, and the complexity and special requirements of the project. The contract will be awarded without discrimination based on color, race, religion, sex, or national origin.

F. TENTATIVE SCHEDULE

The tentative schedule for the RFS process is provided below. Please note that this schedule is subject to change.

TASK	Duration	Start Date	End Date
Announce Request for Services	1 day	9/ 12/ 2011	9/12/2011
Consultant Proposal/Qualifications Submittal Period	28 days	9/12/2011	10/7/2011
Pre-Submittal Meeting	1 day	9/23/2011	9/23/2011
Consultants' Written Submittal Due	1 day	10/7/2011	10/7/2011
Evaluate Consultants' Written Submittals, Select Short List	7 days	10/10/2011	10/18/2011
Interview Preparation Period for Consultants	6 days	10/19/2011	10/26/2011
Conduct Interviews	2 days	10/27/2011	10/28/2011
Determine Selected Consultant	2 days	11/1/2011	11/2/2011
Negotiate Contract with Selected Consultant	31 days	11/2/2011	12/2/2011

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**III. INFORMATION TO BE INCLUDED IN CONSULTANT'S
SUBMITTAL**

This section provides information on some of the specific items to be included in the written submittal and formatting requirements for those items. Please note that there will be page limits for individual sections.

To be considered, the consultant must submit their Statement of Qualifications (SOQs) and Consultant Questionnaire. Firms listed in Attachment B have already submitted this information and do not need to submit this again. However, if you are not on the attached list, please go to www.scc.ca.gov and follow the instructions under Request for Qualifications and Consultant Questionnaire in order to fulfill this requirement. (Your firm may have submitted a SOQ in the past but they need to be re-submitted annually and the firms in Attachment B have submitted SOQs in 2011.) It is recommended but not required that this information be submitted prior to the items requested as part of this Phase II RFS. If submitting SOQs and Questionnaire with the response to the RFS, please clearly label and do not bind the Questionnaire or the SOQs with the RFS materials.

For the SBSP Restoration Project Phase II Request for Services, **five paper copies** of the following items should be submitted to the Conservancy's Oakland office (see contact information in Section IV) by **5:00 pm Friday October 7, 2011**:

Section A. Cover Letter (1 page)

A cover letter introducing the consulting firm or team and stating for which of the three geographical areas the consultant is submitting qualifications. Only one proposal is requested per firm or team regardless of number of locations and tasks the team wishes to be considered for.

Section B. Team Organization (3 page limit)

- A project organization chart showing how your project team is organized, and how that organization relates to the overall project organization chart. The project organization chart is available at <http://www.southbayrestoration.org/structure>. (one page).
- Specific roles to be included in this discussion of team organization include the project manager, major task managers, technical experts (if applicable), and primary support function leaders. In addition, for consultant 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 (one page).
- A brief overview of the firm/each firm on the team and a biographical sketch for the Project Manager and all key staff (one page).

Section C. Relevant Experience (8 page limit)

- An overview of the Project Manager's and key staff experience (2 pages)
- Up to 5 relevant project descriptions (if the submittal is by a consultant team, this limit applies to the total number of all project descriptions from the entire team). Each project description is limited to

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one page or less. Consultant teams are encouraged to provide project descriptions for projects that included work by two or more firms on the team. The project descriptions must contain the following information: value of contract to consultant(s), dates of services, approximate cost of entire project, specific description of what the firm(s) did on the project, client name, project description and/or background, staff who worked on project who are key staff identified in the submittal (including the Project Manager). Where multiple firms on the consultant team worked on one project, please identify which services were contributed by which firm, and the approximate contract value to each firm (five pages).

- 3 references for the Project Manager who can substantiate the Project Manager's ability to deliver a complex, multi-stakeholder schedule on a compressed schedule on time and on budget. Please note that these references should not include the Conservancy, USFWS, or DFG staff working on the project (one page).

Section D: Project Approach (3 page limit per location, 1 page for schedule for each location)

- For each project location and task for which the teams wishes to be considered, please describe the team's approach on meeting the design goals, and obtaining the necessary permits and environmental approvals. Include in this discussion lessons learned and innovative design approaches from other similar restoration projects. This discussion is an opportunity to demonstrate your understanding of the SBSP Restoration Project's purposes, goals, challenges and opportunities.
- A draft schedule for completing all the tasks at each location for which the team or firm is submitting qualifications.

Appendices:

- Resumes must be provided for the Project Manager, principal-in-charge, and all key staff. Submittals may include a maximum of 15 resumes. Individual resumes must be no more than 2 pages in length.
- Anticipated level of effort for each firm's office that will be used on this contract, in percent. The information should represent the consultant's estimate for the first year.

IV. CONSERVANCY CONTACT INFORMATION

For questions pertaining directly to the RFS or the RFS process or to RSVP for pre-submittal meeting, please contact:

Ms. Brenda Buxton
State Coastal Conservancy
1330 Broadway, Suite 1100
Oakland, CA 94612
(510) 286-0753 phone
bbuxton@scc.ca.gov

Conservancy staff will not be able to provide background information or answer questions about project history, planning, or specifics except at the pre-submittal meeting on September 23, 2011.

ATTACHMENT A
**DRAFT CONSERVANCY CONTRACT
FOR THIS PROJECT**

SBSP Phase 2 RFS MODEL CONTRACT FOR PROFESSIONAL SERVICES

Contractor's full, legal name: _____

Taxpayer ID Number: _____

Address: _____

Phone No.: (____) _____

Name of Person Signing: _____

Title of Person Signing: _____

Contact Person if Different than Person Signing:

Name of Contact _____

Title of Contact: _____

SCOPE OF CONTRACT

_____ (“the contractor”) shall provide environmental, planning, architectural, landscape architectural, engineering, land-surveying, construction project management services to and shall perform tasks for the State Coastal Conservancy (“the Conservancy”) as follows:

Specify tasks or add scope of work, budget, and schedule as Exhibit(s).

The contractor shall perform all services in close consultation with Conservancy staff.

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 _____. However, all work shall be completed by _____ (“the completion 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 other party 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 notice of termination or suspension, the contractor shall immediately stop work under the contract and take whatever measures are

SBSP Phase 2 RFS MODEL CONTRACT FOR PROFESSIONAL SERVICES

necessary to prevent further costs to the Conservancy under this contract. The Conservancy shall be responsible for any reasonable and non-cancelable 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

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.

COSTS AND DISBURSEMENTS

The total amount of funds disbursed under this contract shall not exceed \$_____. 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 upon satisfactory progress in accordance with schedules, budgets, and

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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 will withhold the final ten percent of the total amount of funds disbursed under this contract, and will disburse the ten percent withheld upon completion of all tasks under this contract to the satisfaction of the Conservancy and upon the submission of a final Request for Disbursement. **[If the contract is extended for longer than one year, the selection of milestones that release the 10% withheld from invoices shall be negotiated between the Conservancy and the contractor.]**

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 California, in accordance with California Public Contracts 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 Contracts 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 (or this may be added as an Exhibit):

Principal	\$ /hr.
Senior Associate	\$ /hr.
Associate	\$ /hr.
	\$ /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 or public transit travel within the [City/County of _____] **[the consultant team is expected to be based in Bay Area and have minimal travel expenses for routine meetings]**, must be approved in advance by the Executive Officer of the Conservancy (“the Executive Officer”).

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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.

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. **[This rate is to be negotiated between the Conservancy and contractor.]**

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 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 AND EARLY TERMINATION" 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.

DISCLOSURE OF FINANCIAL INTEREST

Upon request of the Conservancy, the contractor shall complete and return all financial disclosure forms within ten days of receipt from the Conservancy, including those disclosure forms received at the termination of the contract.

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FUNDING AUTHORIZATION

The signature of the Executive Officer on the first page of this contract certifies that at its _____, 20__ meeting, the Conservancy adopted the resolution included in the staff recommendation attached as Exhibit _____. This contract is executed pursuant to that authorization.

Standard Provisions

EXPENDITURE OF FUNDS AND ALLOCATION OF FUNDING AMONG BUDGET ITEMS

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 may vary by as much as ten percent without approval by the Executive Officer. Any difference of more than ten percent must be approved 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 ten percent and which have not received the approval required above. The total amount of this contract may not be increased except by amendment to this contract. 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.

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.

INSURANCE

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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** ISO Comprehensive General Liability form (1973) or comparable with Broad Form Comprehensive General Liability endorsement.
- b. Automobile Liability coverage - ISO Form Number CA 0001, Code 1 (any auto).
- c. Workers’ Compensation insurance as required by the Labor Code of the State of California.
- 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)* \$1,000,000 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. Errors and Omissions: \$1,000,000 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. 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 certified mail, return receipt requested, has been given to the Conservancy. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

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- a. The State of California, its officers, agents and employees are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the contractor including materials, parts or equipment furnished in connection with such work or operations.
 - b. 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.
 - c. 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+" 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, in the form attached as Exhibit ___ to this contract, and amendatory 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:
- 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

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“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, marital status, age (over 40) or sexual orientation (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.

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 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 discrimination in the provision of benefits as between the contractor’s employees with spouses and its employees with domestic partners and as between the domestic partners of its employees and the spouses of its 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

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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.

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.

PRIORITY HIRING CONSIDERATIONS

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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

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

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been finally determined to be in violation of provisions of federal law relating to air or water pollution.

RECYCLING CONTENT

In accordance with Public Contract Code section 12205, the contractor certifies under penalty of perjury that at least 10% percent of the materials, goods, or supplies offered, or products used in the performance of this contract will qualify as post-consumer material and at least 10% percent as secondary material as defined in Public Contract Code section 12200.

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 shall file a "Notice of Dispute" with the Executive Officer within ten days of discovery of the problem. Within ten days of such notification, the Executive Officer shall meet with the contractor and designated Conservancy staff members for the purpose of resolving the dispute. If the Executive Officer 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.

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 as provided in the SCOPE OF CONTRACT section, above 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

SBSP Phase 2 RFS MODEL CONTRACT FOR PROFESSIONAL SERVICES

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.

CERTIFICATE OF INSURANCE

ISSUE DATE (_ / _ / _)

State Coastal Conservancy, State of California

Contract #: 0 - SCC Project Mgr:

PRODUCER (Agent or Broker)

THIS CERTIFICATE OF INSURANCE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

COMPANIES		BEST'S RATING
COMPANY LETTER A	_____	_____
COMPANY LETTER B	_____	_____
COMPANY LETTER C	_____	_____
COMPANY LETTER D	_____	_____

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY or <input type="checkbox"/> COMPREHENSIVE GENERAL LIABILITY <input type="checkbox"/> ISO form (1973) or comparable with Broad Form Comprehensive General Liability endorsement. <input type="checkbox"/> Other: _____ <input type="checkbox"/> OCCURENCE <input type="checkbox"/> OTHER _____ <input type="checkbox"/> General Aggregate applies per project				EACH OCCURRENCE	\$
					FIRE DAMAGE (Any one fire)	\$
					MEDICAL EXPENSE (any one person)	\$
					PERSONAL & ADVERTISING INJURY	\$
					GENERAL AGGREGATE	\$
					PRODUCTS-COMP/OPS AGGREGATE	\$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO (ISO Form Number CA 0001, Code or equivalent.) <input type="checkbox"/> OTHER: _____ <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NONOWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY				COMBINED SINGLE LIMIT (each accident)
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE	\$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	\$
					AGGREGATE	\$
	<input type="checkbox"/> WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY	\$
					EACH ACCIDENT	\$
					DISEASE-POLICY LIMIT	\$
					DISEASE-EACH EMPLOYEE	\$
	ERRORS & OMISSIONS DESCRIBE: _____ <input type="checkbox"/> OCCURENCE				EACH Occurrence	\$

DESCRIPTION OF OPERATIONS/LOCATION/VEHICLES/RESTRICTION/DEDUCTIBLES/SELF INSURED RETENTIONS/SPECIAL ITEMS

THE FOLLOWING PROVISIONS APPLY:

- None of the above-described policies will be canceled until after 30 days' written notice has been given to the State Coastal Conservancy at 1330 Broadway, 13th Floor, Oakland, CA 94612.
- The State of California (State), its officials, officers, employees and volunteers are added as insureds on all liability insurance policies listed ABOVE.
- It is agreed that any insurance or self-insurance maintained by the State will apply in excess of and not contribute with, the insurance described above.
- All rights of subrogation under the property insurance policy listed above have been waived against the State.
- The workers' compensation insurer named above, if any, agrees to waive all rights of subrogation against the State for injuries to employees of the insured resulting from work for the State or use of the State's premises or facilities.

CERTIFICATE HOLDER/ADDITIONAL INSURED

AUTHORIZED REPRESENTATIVE

State of California

SIGNATURE _____
 TITLE _____
 PHONE NO. _____

Attachment B
**List of Firms with
Statement of Qualifications
on File with the Conservancy**

List of Firms with Statement of Qualifications on File with the Conservancy

ALBION ENVIRONMENTAL, INC.	CINDY	CONVISSER	1414 SOQUEL AVENUE, SUITE 205	SANTA CRUZ	95062-
AMBIENT Air Quality & Noise Consulting (New)	Kurt	Legleiter, Principal	1214 Park Street, Suite 301	Paso Robles	93446-
Analytical Environmental Services (AES)	Chris	Stabenfeldt	1801 7th Street, Suite 100	Sacramento	95811-
Anchor QEA, LP	Katie	Chambaerlin	400 Montgomery St. Suite 650	San Francisco	94101-
Applied Development Economics	Kathryn	Studwell	100 Pringle Avenue, Suite 560	Walnut Creek	94596-
Applied Marine Sciences, Inc.	Paul	Salop	4749 Bennett Dr., Ste L	Livermore	94551-
Applied materials & Engineering, Inc.	Beth	Steinberg	980 41st Street	Oakland	94608-
ARCADIS U.S., Inc.	Peter C	Wijsman, Prog Mgr	100 Montgomery Street, Suite 300	San Francisco	94104-
Artichoke Design Company	Nelson	Scott Smith	39401-0247 Pacific Reach	The Sea Ranch, CA 95497	95497-
ASCENT Environmental, Inc.	Curtis Alling	Principal	455 Capitol Mall, Suite 210	Sacramento	95814-
ASM Affiliates, Inc.	CATHERINE	WRIGHT	2034 CORTE DEL NOGAL	CARLSBAD	92011-
Aspen Environmental Group	ANYA	VAN LEEUWEN	5020 Chesebro Road, #200	AGOURA HILLS	91301-
ASR AMERICA	Nick Behunin		1212 Abbot Kinney Blvd, Ste C	Venice	90291-
Baelin, Inc.	JM BAELIN		11528 OCCIDENTAL ROAD	SEBASTOPOL	95472-
Beyaz & Patel, Inc	Patel, PE, SE	Mr. Subhash S	800 South Broadway, Suite 200	Walnut Creek	94596-
BioResouce Consultants, Inc.	Peter	Cantle	310 E. Matilija St.	Ojai	93023-
Blackburn Consulting	Patrick	Fischer	11521 Blocker Drive, Suite 110	Auburn	95603-
BRJ Associates, LLC	Johnna	Beeson	3452 East Foothill Blvd Suite 1100	Los Angeles	91107-
Circlepoint	Mary	Bean	135 Main Street, Suite 1600	San Francisco	94105-
CLE Engineering, Inc.	Wendy	Rocha	250 Bel Marin Keys Blvd -Suite F2	Novato	94949-
Coast & Harbor Engineering, Inc.	SCOTT	FENICAL	155 Montgomery St, Suite 608	San Francisco	94104-
David J. Powers & Associates	Judy Shanley		1871 The Alameda, Suite 200	San Jose	95126-
Denise Duffy & Associates, Inc.	Denise	Duffy, Principal	947 CASS STREET SUITE 5	MONTEREY	93940-
DMG Four Corners Research, Inc.	David E.	Purcell	P. O. Box 1265, 23323 HWY 70 East	Tularosa	88352-
Ducks Unlimited, Inc.	Renee	Spent	3074 Gold Canal Drive	Rancho Cordova	95670-
EcoBalance Environmental Consulting	Michael	Mednick, REA	126 Avenida	San Clemente	92672-
Estrada Planning	Vicki	Estrada	185 Mason Circle	San Diego	92101-
ESA PWA	Michelle	Orr, PE	550 Kearny, Suite 900	San Francisco	94108-
Far Western Anthro-pological Research Group	Pat	Mikkelsen	2727 Del Rio Place, Suite A	Davis	95618-
FME Architecture & Design	Michelle	Lagos	500 Montgomery Street	San Francisco	94111-
Foothill Resources, Ltd	Julia Costello		8331 Stevenson Street	Mokelumne Hill	95245-
Fugro Consultants, Inc.	Glenn	Young	1000 Broadway, Suite 440	Oakland	94607-
Galvin Preservation Associates, Inc.	Richard	Galvin	1611 S. Pacific Coast Highway, Suite 104	Redondo Beach	90277-

List of Firms with Statement of Qualifications on File with the Conservancy

GEOCON	Joseph J	Vettel, GE-CEO/Pres	6960 Flanders Drive	San Diego	92121-
Ghirardelli Associates, Inc	Raewyn Lelo	Butcher	1970 Broadway, Suite 920	Oakland	94612-
Green Valley Consulting Engineers	jason	Alandy	335 Tesconi Circle	Santa Rosa	95401-
H. T Harvey & Associates	Ron	Duke	983 University Ave, Bldg D	Los Gatos	95032-
Halcrow, Inc.	Claudio	Fassardi	6700 Pacific Coast Highway	Long Beach	90803-
Hamilton + Aitken Architects	Susan Aitken		525 Brannan Street, Ste 400	San Francisco	94107-
Helenschmidt Geotechnical,Inc.	Stan	Helenschmidt	5245 Avenida Encinas,suite B	Carlsbad	92008-
HELIX Environmental Planning, Inc.	Greg	Mason	7578 El Cajon Blvd, #200	LA MESA	91942-
Hernandez, Kroone & Associates	Richard	Hernandez	234 East Drake Drive	San Bernardino	92408-
Hmlton =Aitken Architects	SUSAN	AITKEN	525 BRANNAN STREET SUITE 400	SAN FRANCISCO	94107-
HMR Architects Inc.	Kevin	Pressey	2130 21st Street	SACRAMENTO	95818-
Hultgren - Tillis Engineers	Edwin M	Hultgren, Pres	2221 Commerce Avenue Suite A-1	Concord	94520-4987
ICF International	Kevin	Mackay	75 East Santa Clara Street,, Suite 300	San Jose	95113-
Joni L. Janecki & Associates, Inc.	Joni L. Janecki	Principal	515 Swift St	Santa Cruz	95060-
JRP Historical Consulting, LLC	Stephen	Wee	2850 Spafford Street	Davis	95618-
Kamman Hydrology & Engineering, Inc. Team	Gregory R	Kamman	7 Mount Lassen Drive Suite B250 Suite B250	San Rafael	94903-
KTU&A	SHARON	SINGLETON	3916 NORMAL STREET	SAN DIEGO	92103-
Life Cycle Associates, LLC	Stefan	Unnasch	985 Portola Road	Portola valley	94028-
Live Oak Associates, Inc.	Meliss	Denena	6830 VIA DEL ORO	SAN JOSE	95119-
LSA Associates, Inc.	Laura	Lafler, Principal	157 Park Place	Point Richmond	94801-
Madrone Enterprises	Stephen	Sungnome Madrone	1521 Fox Farm Road	Trinidad	95570-
Magdave Associates, Inc.	David K Edu	PE., GC	303 Hegenberger Road, suite 211	Oakland	94621-
Merrill Morris Partners	Cathy L	Merrill, President	249 Front Street	San Francisco	94111-
Mosaic Associates	Judy Bendix		647 Tennent Ave, Suite 102	Contra Costa	94564-
MVE, Inc. , dba MVE Civil Solutions	Sean Tobis	Vice President	1117 L Street	Modesto	95354-
NANCY DAKIN,Enviro Planning Consultant	Nancy	Dakin	2435 Professional Drive, Suite B	Santa Rosa	95403
Natures Image, Inc	Steven	Reinoehl	20361 Hermana Circle	Lake Forest	92630-
NAUTILUS ENVIRONMENTAL LCC	John	Rudolph	5550 Morehouse Drive,Ste 150	San Diego	92121-
NEW WEST LAND COMPANY, INC.	Clark	Stevens	21060 Winfield Road	Los Angeles	90290-
Nichols Consulting Engineers, Chtd. (NCE)	Gregory	Fasiano	8795 Folsom Blvd #250	Sacramento	95826-
Ninyo & Moore	Gregory T.	Farrand	5710 Ruffin Road	San Diego	92123-
None	Brian	Flaherty	332 Pine Street, Suite 300 Suit	San Francisco	94105-
Northwest Hydraulic Consultants	Brad Hall, P.E.		3950 Industrial Boulevard,Suite 100C	West Sacramento	95691-

List of Firms with Statement of Qualifications on File with the Conservancy

	Tomas	Frank, FAIA	1144 65TH St., Suite A	Oakland	94608-
	Marty	Abell	225 Bush Street Suite 1700	San Francisco	94104-
Past Forward Inc.	Rebecca	Allen PH D	P.O. Box 969	Garden Valley	
Portage, Inc.	Max	Voigtritter	1635 Cuyamaca Ave	Spring Valley	91977-
Quadriga Landscape Architecture & Planning	Philip Frank		499 Humboldt St 2nd Floor	Santa rosa	95404-
Questa Engineering Corporation	Jeff	Peters	1220 Brickyard Cove Road	Pt. Richmond	94807-
Ralph J Alexander & Associates	RALPH	ALEXANDER	1020 RAILROAD AVENUE SUITE C	NOVATO	94945-
Rana Creek Habitat Restoration	Jeff	Condit	10 Harris Court, Suite C- 5	Monterey	93940-
Restoration Resources	Mike Titus		3888 Cincinnati Avenue	Rocklin	95765-
Roesling Nakamura Terada Architects, Inc.	Ralph J	Roesling	363 FIFTH AVENUE SUITE 202	SAN DIEGO	92101-
RPR Architects	Kathleen	Rousseau	1629 Telegraph Ave, Suite 200	Oakland	94612-
RRM Design Group	Keith	Gurnee, Principal	3765 S. Higuera Suite 102	San Luis Obispo	93401-
S. Y. Lee Associates Inc.	Sang Lee		216 S Jackson Street, Suite 101	Glendale	91205-
SHN Consulting Engineers & Geologists, Inc.	Greg	Williston Manager	812 W. WABASH AVENUE	EUREKA	95501-
Stillwater Sciences	Sapna	Khandwala	2855 Telegraph Avenue, Suite 400	Berkeley	94705-
Strategic Environmental Consulting	Robert	Abbott	2175 East Francisco Blvd. #A	San Rafael	
SWCA, Environmental Consultants	Bill	Henry	1422 Monterey Street, suite C200	San Luis Obispo	93401-
Terra Costa Consulting Group, Incorporated	H. WILLIAM	EDWARDS	4455 MURPHY CANYON ROAD SUITE 100	SAN DIEGO	92123-
Townsend Management, Inc.	Pete	McKean	P. O. Box 24442	San Francisco	94124-
TRA Environment Sciences, Inc.	Victoria	Harris	545 Middlefield Road, suite 200	Menlo Park	94025-
Treadwell & Rollo, A Langan Company	David	Dixon	555 Montgomery Street, Suite 1300	San Francisco	94111-
Underwood & Rosenblum, Inc.	Frank	Rosenblum, PE, PLS	1630 Oakland, Road, Suite A114	San Jose	95131-
URS Corporation Americas	Linda	Pappas	1333 Broadway Suite 800	Oakland	94612-
Waterways Consulting, Inc.	Brent	Zacharia, P. E.	403B Swift Street	Santa Cruz,	95060-
West Consultants, Inc.	Martin Teal		11440 W. Bernardo Dr. Ste 360	San Diego	92127- 1644
Westervelt Ecological Services	Mark Young		600 North Market Blvd, Suite #3	Sacramento	95834-
Weston Solutions, Inc.	Len	Cardoza	428 13th Street, 6th Floor, Unit B	Oakland	94612-
Wildscape Engineering Services	Carol Beahan		103 Corte madera Avenue	Marin	94925-
WRECO	Han-Bin	Liang Ph.D. P.E. Pres	1243 Alpine Road, Suite 108	Walnut Creek	94596-

This is list is a database sort of firms that have checked "Bay Area" as an area they work in on the Consultant Questionnaire and have submitted SOQs in 2011. Due to database limitations, some firms may have inadvertently left out.