

CALIFORNIA STATE COASTAL CONSERVANCY

**REQUEST FOR SERVICES:
ENVIRONMENTAL SERVICES**

Carmel River Floodplain Restoration

Rancho Cañada Unit

Palo Corona Regional Park

Carmel Valley

Monterey County

December 2020



Request for Services

RANCHO CANADA FLOODPLAIN RESTORATION PROJECT

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I. INTRODUCTION

The State Coastal Conservancy (Conservancy) seeks the services of an engineer and environmental specialist or team thereof (“Consultant Team” or “Team”) to provide engineering, design, environmental analysis (NEPA/CEQA) and permit preparation services to support restoration of floodplain at the Rancho Cañada Unit of the Palo Corona Regional Park (Project), located in the Carmel Valley, in unincorporated Monterey County (Figure 1). The Consultant Team will assist the Conservancy in design of the project, environmental and permit compliance, and, preparation of a bid package preparation necessary for the property owner, the Monterey Peninsula Regional Park District (MPRPD or “Park District”) to construct the project. Staff will select a Consultant Team 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 January 4, 2021.

An electronic copy (in PDF format; less than 20 mb in size) of the submittal should be emailed to: tom.gandesbery@scc.ca.gov

Tom Gandesbery, Project Manager, State Coastal Conservancy

An acknowledgement that the submittal has been received by the Conservancy will be sent by email by 5:00 PM on the same day. If your submittal is not acknowledged by then, please call Tom Gandesbery at 510-286-7028.

II. PROJECT DESCRIPTION

A. Vision, Goals and Objectives.

The overarching goal of this proposed work is to develop and assemble the necessary documents and information to a point at which the project will qualify for construction funding. In 2019 a technical advisory committee (TAC) was established in collaboration with the Park District,

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Conservancy, and Trout Unlimited. The TAC drafted a vision for the project as well as goals and objectives (Appendix 1). The Project Vision and the Goals and Objectives were developed based on a review of the site from a geomorphic, hydraulic, and biologic context. The TAC seeks to construct a project in which physical processes can create a self-sustaining mosaic of riparian habitat types and instream habitat complexity to benefit juvenile and adult steelhead trout and other aquatic and riparian species. The selected Consultant Team will be expected to generally work within the parameters of the Vision and the Goals and Objectives.

B. Project Background

This project is part of a concerted effort by federal, state and local government to restore migration and spawning of steelhead in the Carmel River watershed. The 2013 Steelhead Recovery Plan identified the need to restore the floodplain of the river to foster spawning and rearing of steelhead. Following the successful removal of San Clemente Dam in 2015, the Conservancy, CDFW and NOAA staff turned attention to removing barriers to fish migration and reestablishing natural geomorphic processes that will reconnect the river with historic floodplain habitat and create self-sustaining in-channel and riparian complexity.

In 2016 The Trust for Public Land (TPL) purchased a significant portion of the 36-hole Rancho Cañada golf course (185 acres) for land conservation, water conservation (water rights) and restoration purposes. Subsequently, with funding from state agencies including \$2 million from the Coastal Conservancy, the Monterey Peninsula Regional Park District purchased the land from TPL. The District is in the process of drafting a master plan for the Palo Corona park (Figure 1) and, as part of San Clemente Dam removal, California State University-Monterey Bay has been monitoring the river and studying the effects that the removal is having on the river.

The Carmel River watershed encompasses 255 square miles with the main stem of the Carmel River flowing 36 miles from its headwaters in the Ventana Wilderness through the Carmel River Valley into the Pacific Ocean at Carmel River State Beach (Figure 2). The lower 16 miles of the river, in which the Rancho Cañada site is located, are the most developed part of the watershed. The lower reaches of the Carmel River once had large floodplains and emergent marshes (illustrated on Spanish mission-era maps) but were lost when ranchers and farmers began developing the land to maximize planting and grazing. Since the late 1800s the lower River has been channelized, woody debris removed, gravel and sand have been mined and various bridges and other structures constructed within the channel - all of which have constrained the river to a narrow and inhospitable course. In the 1960s, agriculture at Rancho Cañada was replaced by a 36-hole golf course. Subsequently, attempts were made to straighten the river and, at least, one large bank armoring project took place.

The project site is on that portion of the former Ranch Cañada Golf Club property purchased by the District, which is approximately 185 acres in size and spans both banks of the Carmel River. The District maintains the former Ranch Cañada Golf Club clubhouse on the property as its offices, and the facility also functions as a visitor's center and trailhead for the public's access to the larger Palo Corona open space park. Immediately downstream of the District's property is the remainder of the former Rancho Canada Golf Club property, which is now the 60-acre Rancho

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Cañada Village property (RCV), a proposed residential development. (Figure 3). The Carmel River's riparian zone extends onto the RCV property, and the proposed RCV development includes dedication of the riparian zone to the District. Given the connectivity of the floodplain across both the RCV property and the Rancho Canada unit, a second phase of planning may include and integrate this project with the RCV property, subject to the approval of the District.

The District's Rancho Cañada unit has paved and unpaved golf cart paths and four footbridges within the property that span the Carmel River and currently provide limited public access to the Carmel River. This former golf course is planted in non-native grasses and shrubs interspersed with native oaks and cottonwoods, as well as several pine species. The Carmel River, which runs through the center of the property, is a major natural feature of the property (Figure 4). The District currently receives its irrigation water from a shallow groundwater pump located on the south side of the River with a pipeline transiting the property. The pipeline is located on Bridge #2 and is critical piece of infrastructure. This line appears to be leaking and will need to be replaced.

The riparian corridor is identified as a FEMA floodway and the 100-year floodplain extends over much of the property. Immediately up- and downstream of the Rancho Cañada properties is a mix of residential and commercial development (Figure 4). In addition to the straightening and the hardening of the banks, the River has suffered from channel incision (downcutting) due to a deficit of certain kinds of sediment (upstream dams trapping much of fine sediment that would otherwise be transported to the ocean). This has left high banks along much of the channel so that the river can only access the floodplain in high flows.

Several conservation properties surround the Rancho Cañada properties, including Joyce Stevens Monterey Pine Forest Preserve, Jacks Peak County Park, the Santa Lucia Preserve, Point Lobos State Park, and Palo Corona Regional Park, making the property an important connector for riparian and upland species and their habitats.

C. Resources for Project and Site Information

The Coastal Conservancy is making all known, relevant information within its files available through an on-line portal for review and download:

**[https://drive.google.com/drive/folders/1bVVY7oEliMgZ -
NUyVq_9hAG8m0kjuyZ?usp=sharing](https://drive.google.com/drive/folders/1bVVY7oEliMgZ-NUyVq_9hAG8m0kjuyZ?usp=sharing)**

Files include project maps, site photos, conceptual figures, historical air-photos, topographic data, stream-bank protection drawings and as-builts, stream-bank permits and related correspondence, property maps and surveys. The current conceptual design for the project is included in this RFS as Figure 5 and a narrative description of the elements is provided in Appendix 1A.

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III. SCOPE OF SERVICES

The Consultant Team will be responsible for developing and completing the following specific tasks:

TASK 1: Data and Model and Site Review: Review all relevant data, models and information in technical library to develop a strong understanding of the current state-of-the-science for the Carmel River Watershed and Rancho Canada in specific. Review will also include reports and plans for public access and infrastructure improvements on this site to ensure the design team is aware of parallel planning processes, specifically those associated with infrastructure, access and recreation.

TASK 2: Additional Data Collection: This task assumes that the engineering team will need to collect additional topographic data to support the modeling effort. While the existing LiDAR appears to be sufficient for upland areas, preliminary model builds suggest that more detailed data on bed and banks will be necessary for development of an accurate 2-D hydraulic model. Data collection may also include surveys of trees (size, species, etc.) to define potential construction related impacts and cultural resource assessments to ensure that areas of sensitivity are avoided during construction.

TASK 3: Hydraulic Modeling: Prepare a 2-Dimensional model to assess existing and future floodplain function in terms of inundation area, frequency, and duration. Modeling will assess and quantify the changes to water surface elevation and velocity for a wide range of flows that are critical for biological aspects of the project as well as understanding current and future flood risk from proposed alternatives. The modeled flow range will span from winter base flow to 100-year events and include at least: winter base flows, Q1, bank-full events (Q1.5-Q2), 2 year flow, and 5 year flows as well as larger flows. 2D models will also be used to assessment sediment transport and/or integrated with the existing basin-wide sediment transport model (s) to understand system bedload changes and predict areas of scour and aggradation. This work may include additional field measurements. Hydraulic modeling shall use an open-source model such as HEC-RAS.

TASK 4: Engineered Design: The design will be informed by models and simulations and will follow the most recent recommendations of scientists who are practiced and experienced in the area of river, wetland and riparian restoration. The expectation is that design work will be conducted in an iterative manner, with feedback from the Technical Advisors at each point in the design phase to ensure that biological and geomorphic performance goals are addressed. Note that due to the current level of uncertainty regarding the complexity and elements that will be associated with the preferred alternative, that there will be opportunities to modify the scope and budget to address changes that are outside of the initially contracted scope of work and budget. The design task will include at a minimum:

- A minimum of at least three alternative concepts that can be assessed in terms of meeting the ecological goals and objectives articulated by the TAC; constructability in terms of

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cost, materials and sequencing; frequency, magnitude, duration, and aerial extent of floodplain inundation; long-term maintenance requirements; impacts to existing infrastructure; response to extreme hydrologic conditions; impacts and/or benefits in terms of flood risk to adjacent landowners; etc. The expectation is that the design team will provide plan-view and profile sketches for each alternative or set of alternatives and a matrix that compares alternatives for the above elements of interest. The project TAC will review these designs and work with the design team to identify no more than two alternatives to move forward to 30%.

- Develop at least two alternatives to the 30% level of design which will include a preliminary engineer's cost estimate and more refined analysis of the items assessed in the concept analysis phase. Design team will develop a draft Basis of Design (BOD) report to accompany the 30% designs and will articulate, at a minimum, the biological, hydrological, and geomorphic rationale for the designs. TAC will review the 30% designs and associated information and collaboratively develop a "preferred design".

Analysis of the preferred alternative to the 60% level of engineering design with draft engineers cost estimate and updated BOD report.

TASK 56: CEQA and Optional NEPA Documentation: Prepare the following:

- A. An environmental analysis of the preferred alternative including an initial study and necessary work pursuant to California Environmental Quality Act (CEQA). The scope should assume that the design team will be responsible for CEQA noticing requirements and distribution requirement and development of a response to comments memo for the Lead Agency.
- B. Biological Assessment for the project area including immediate area potentially impacted by the project. Assessment should meet the criteria for completing a Section 7 consultation with NMFS and/or USFWS and supporting permit applications for the Lake and Stream Alteration Agreement and 401 Certification.
- C. Wetland Delineation, following current US Army Corps of Engineers Section 404 guidelines and criteria. The assumption is that the delineation will meet the needs of both the USACE and CCRWQCB.
- D. Cultural Resource Survey and Assessment of site, including history and prehistory / archeology in accordance with state and federal guidelines.
- E. The scope of the environmental analysis *may* be expanded to include an analysis under the National Environmental Protection Act (NEPA).
- F. Vegetation Plan: An assessment and recommendations for re-vegetation of the construction site using native plants with attention paid to those which are of historic value to Native American groups within the region.

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TASK 6: Permit Applications: Design team will be responsible for completing draft and final applications for all applicable local, state, and federal permits and approvals required to construct the project. Resource agency staff will be involved in the TAC and are expected to have a strong knowledge of the project prior to permit submittal. Client, with partner Trout Unlimited will review all permit applications and work directly with the resource agencies during permit review. Design team will be expected to provide support during permitting process on as-needed basis.

TASK 7: Grant Writing Support: The Consultant Team will be asked to provide support in terms of technical materials and technical writing to support development of implementation grant applications.

TASK 8: Meetings and Coordination. The Consultant Team will provide work in close coordination with to the Conservancy's Project Manager and other Conservancy staff throughout the duration of the Project. The Conservancy anticipates having, at a minimum, one kick-off meeting with the TAC, and periodic conference calls or meetings (at least once per month). The calls and meetings will include Conservancy staff and may include District staff, TAC members and possibly other agency staff. There will likely be several meetings with each resource or regulatory agency as well as coordination by phone or email. Though the stakeholder meetings may be coordinated by the Conservancy, the Consultant Team 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 or similar media. A sample of design drawings are to be provided in large format for possible public display.

TASK 9: Stakeholder and Community Engagement: The Consultant Team will assist the Conservancy and participate in a stakeholder engagement process for the project. Focused community and stakeholder engagement is expected to consist of at least three (3) meetings with organizations and individuals who may have a special and unique interest in the project. Examples include environmental and conservation groups, neighboring property owners, and local government special districts.

The following additional tasks are anticipated but will be contracted for only after the Conservancy has considered the completed environmental analysis under CEQA. These tasks would be added to the contract by amendment.

TASK 10: Final Designs and Specifications:

- A. Prepare a 90% design packet with final engineer's cost estimate, revegetation plan, construction access plan, standard design sheets, and a final BOD report. Design will include new pedestrian bridge if included in preferred alternative.
- B. Draft Specifications of the 90% design.
- C. Optional: revise plans as necessary to address comments resulting from constructability review by construction manager.
- D. Prepare final 100% Designs and Specifications.

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TASK 11: Option Bridge Design Task: If the preferred alternative requires construction of a new pedestrian crossing(s) on the Rancho Canada property, the consultant team shall prepare a preliminary design, cost estimate and 60% design for a new pedestrian bridge. Removal of existing bridges and design of new bridges will be approved and reviewed with the Park District to ensure that infrastructure modifications meet current and future access needs.

TASK 12: Option Irrigation Pipeline Design: Plan and design an irrigation water pipeline to replace the existing line that runs from the well, as attached under Bridge #2 and which terminates at the pond near the Park District headquarters. Location to be consistent with final design (Figure 6).

TASK 13: Bid Package: The Consultant Team will be responsible for preparing the Bid Package(s) in coordination with the Conservancy and MPRPD. The Bid Package(s) shall incorporate project-specific requirements such as site access and phasing, and the relevant sections of the District'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 Consultant Teams 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 management is required during this phase to ensure that the bid process is successfully implemented.

It is anticipated that MPRPD, possibly in partnership with another government or non-governmental organization, will award the construction contract to complete this project. Therefore, the bid package will be completed in close coordination with MPRPD and the Conservancy.

IV. REQUIREMENTS FOR DELIVABLES

- 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") will be required for all draft documents.
- 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

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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.
- Some drawings and other figures may be presented in large, poster, format for public display.
- Deliverables will be quality checked by the Consultant Team and reviewed by both technical and copy editors to ensure that they are concise and comprehensible. Final drafts and final versions shall be reviewed and approved in by Conservancy staff.

V. REQUEST FOR SERVICES REQUIREMENTS, PROCESS, AND SCHEDULE

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

A. General Requirements

1. A prime member of the Consultant Team will be licensed as a Professional Engineer by the State of California and registered to do business in the State of California.
2. Potential Consultant Teams should have significant, proven experience in the design of wetland and riparian restoration projects, especially in coastal draining streams. Consultant Teams should have a comprehensive understanding of civil engineering, wetland hydrology, biology and geomorphology. Consultant Teams should have a firm understanding of issues and regulations related to environmental restoration and water quality and have experience working with federal agencies, including USACE, FEMA, National Marine Fisheries Service, and US Fish and Wildlife Service, as well as State Agencies including the California Department of Fish and Wildlife and a Regional Water Quality Control Board. In addition, the selected Consultant Team will need to demonstrate technical competency, experience and innovation related to fluvial systems, and riparian wetland restoration. It will be beneficial to have experience working in a complex suburban setting like the Carmel Valley. 1
3. The Consultant Team will follow the Vision and Goals and Objectives developed by the Technical Advisory Committee (Appendix I, II).
4. The Consultant Team shall be able to furnish all necessary labor, facilities, and materials to perform the tasks listed above. The Consultant Team 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 Consultant Team may subcontract portions of this work, subject to review and approval by the Coastal Conservancy.

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5. The Consultant Team and any key staff must have demonstrated organizational skills and a proven track record of delivering work products on time. In addition, the Consultant Team and any key staff must have excellent interpersonal, and written and oral communications skills. The Consultant Team 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.

B. Other Requirements

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

1. *California Office:* Preference will be given to firms that do business and have an office located in California.
2. *Commitment of Project Lead:* The Consultant Team will appoint a project lead who will be responsible for all aspects of the work contracted for and who will report and be in close communication with the Conservancy project manager.
3. *Contract Negotiations:* The Conservancy will enter into contract negotiations with the highest-ranked member of the Consultant Team following submittal of qualification/statement of approach and interviews (See Standard Agreement -Appendix 2).
4. *10% Withholding:* The Consultant Team will be paid for its actual time and expenses up to the amount provided for each task in the final project budget. The Consultant Team 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. Each invoice shall include a progress report summarizing accomplishments related to each task.
5. *Prevailing Wage for Covered Employees:* The Consultant Team must comply with all applicable labor compliance requirements pertaining to all trade persons working for the Consultant Team, 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 IV.

C. Request For Services Selection Process

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The RFS process consists of this written Request for Services, submittal of a proposal, and an interview. As noted in the introduction.

Questions and responses will be compiled and sent by email to those who have indicated by December 20, 2020, that they plan to submit a proposal, so that all may benefit equally from the responses.

Conservancy staff will rank the submittals received based on skills, experience, and approach. Submittals by potential teams 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;
- Past experience with similar projects;
- The education and experience of the Team any key personnel;
- Organization chart showing key personnel and projected hours dedicated to the project
- The Consultant Team’s management approach including the ability to stay on schedule and within budget;
- Proposed technical approach and philosophy.
- Cost

Overall quality of the Consultant Team as reflected in the submittal, including:

- The clarity and completeness of the written submittal;
- The nature and quality of the experience and past completed work;
- The longevity of the Consultant Team, 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 Consultant Teams.

The interview will last approximately 60 minutes; the Consultant Team will have 15 minutes for a presentation, and the remainder of the time will be Questions and Answers. The Consultant Team may include a maximum of four people in the interview.

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

The Conservancy will attempt to negotiate a contract with the highest-ranked Consultant Team 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 Consultant Team will be terminated and negotiations will then proceed in the same manner with the next Consultant Team on the list in order of ranking. If the Conservancy is unable to negotiate a satisfactory contract with any of the selected Teams, the Conservancy may select additional firms and continue the negotiation

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process.

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

D. Schedule

TASK	DATE
Release Request for Services	December 1, 2020
Informational site meeting (held on-line) -not mandatory - to review Site conditions. Note: Solicitors may schedule a site visit with MPRPD staff – contact Mr. Caine Camarillo at (831) Mr. Caine Camarillo Supervising Ranger, (831) 372-3196 x112 to schedule.	Mid December TBD
Written Submittal Due	January 4, 2021
Evaluation and ranking by SCC, Notify applicants	January 15, 2021
<i>Conduct Interviews</i>	January 20 2021
Select Consultant Team and Notify	February 1, 2021
Negotiate Scope of Work and Budget and Contract with Selected Team	February 6, 2021
Finalize and Execute Contract	February 15, 2021

VI. INFORMATION TO BE INCLUDED IN SUBMITTAL

A. **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 Consultant Team per Section V. This section should include a brief overview of each firm on the team, if applicable, and a biographical sketch for the Consultant Team and all key staff, as applicable. Specifically, indicate relevant experience, specialty areas of expertise, how the Consultant Team would utilize personnel and carry out work tasks.

B. **Approach and Project Understanding** (up to 6 pages)

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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:

- Please describe your understanding of the Rancho Cañada Floodplain Restoration 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.
- 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.
- Scope of work, based on this RFS and your understanding of the project

C. Project Team (up to 4 pages)

Include an organizational chart with the names and titles of the key staff/entities that are proposed for this project. Specify whether/which team members and 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. Longevity of firm and amount of turnover (for teams, please provide this information for each member of the team): indicate the length of time Consultant Team and any key staff have been with the firm.

D. Estimated Work-Load Allocation (up to 2 pages)

Anticipated level of effort for each of the Team members and offices, as applicable, that will be used on this contract, in a percentage basis.

E. 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 key staff (please limit to 4 staff total). Individual resumes must be no more than 1 page in length.

F. Descriptions of Relevant Project Work (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:

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- Value of contract to Consultant Team
- Project description/background
- Specific description of role for the Consultant Team on the project
- Names of staff who worked on the project and their roles.
- Client name and contact information

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

a. Copies of Valid and Current Licensure, Registrations and Certifications. These include: for each engineer the licensure as a Professional Engineer by the State of California; and registration to do business in California.

b. References. Three references for the Consultant Team that can substantiate the Team's ability to deliver the requested products on time and within budget.

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APPENDIX 1A

PROJECT VISION

Rancho Canada Floodplain and Instream
Habitat Restoration Planning
Preliminary Restoration Vision

Introduction:

This narrative and accompanying graphic were developed through a series of three meetings with the Rancho Canada Floodplain and In-stream Habitat Technical Advisory Committee (TAC).

The TAC is comprised of technical staff from the National Marine Fisheries Service (NMFS), NOAA's Southwest Fisheries Science Center (SWFSC), California Department of Fish and Wildlife (CDFW), Monterey Peninsula Water Management District (MPWMD), State Coastal Conservancy (SCC) and Monterey Peninsula Regional Park District (MPRPD). This TAC has been facilitated by Tim Frahm of Trout Unlimited and Jim Robins of *Alnus* Ecological. The meetings span a period of nearly 1 year and include a kickoff conference call in July 2018, a field session September of 2018 and a workshop in May of 2019.

The purpose of the TAC was for agencies (State and Federal, regulatory and funders) to meet as a group with MPRPD and discuss the Palo Corona Regional Park in terms of the owner's needs and visions, and the agencies ideas for potential river restoration projects and project types which realize the Goals and Objectives of the TAC, are appropriate for this river reach, which can be permitted (from the Agency standpoint) and are fundable (with Public funds)

These meetings also provided a forum for TAC members to identify higher priority areas that would benefit from restoration and discuss ideas on what the restoration might look like.

TAC recognizes that this reach of river and parcel was acquired with public funds for multiple public benefit uses including:

- Water conservation and dedication of water for in-stream flow enhancement.
- connectivity of the Park north and south of the Carmel River
- supporting natural and cultural resource protection
- multimodal/recreational/wildlife corridor between Carmel and Carmel Valley/the Santa Lucia Mountains and Jacks Peak-Fort Ord
- providing educational/interpretation/recreation opportunities on a year-round basis
- floodplain and river restoration.

This parcel now serves as a public park and certain amenities / infrastructure are critical for it to function as such.

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TAC believes that floodplain restoration and in-stream habitat enhancements can and must be designed to be consistent with the MPRPD's General Plan and consistent with the public funder's intended multiple benefits listed above.

Goals and Objectives (attached)

Results of this TAC process included development of Project Planning and Implementation Goals and Objectives. These Goals and Objectives, attached, have been reviewed and accepted by the TAC members and MPRPD.

The TAC's Long-Term Project Goal is to develop a vision and a concept level plan/roadmap to "Restore and enhance dynamic floodplain and channel processes in the Carmel River (Rancho Canada Unit of the Monterey Peninsula Regional Park District) to foster sustainable riparian and salmonid habitat consistent with MPRPD recreational access and trail needs"

TAC agreed that a primary objective for restoring floodplain and channel processes is to create significant areas of low to zero velocity in the channel and in the inundated floodplains starting from winter base flow (and through Q5) to provide stage-resilient steelhead rearing habitat.

TAC also acknowledges that floodplain and in-channel restoration (both incremental phases and entire project) should not increase flood water elevations or flood risk off-site.

TAC recognizes that several pedestrian bridges exist on this site.

These bridges provide North/South access across the river for important public access and emergency services for MPRPD. Floodplain and channel restoration projects must be planned to accommodate the access needs of MPRPD consistent with their General Plan. Floodplain and channel restoration projects planning, design and implementation must include maintenance of needed river crossings or replacement of bridges if planning/design and MPRPD identifies the need.

Data-sets compiled

TAC compiled or reviewed the following information/data sets:

- completion of an historical ecological analysis,
- compilation of recent (since 1980's) information and mapping of flood extent, flood impacts, and rip-rap/fill,
- Inventory of existing infrastructure
- hydraulic modeling by Brian Cluer of NMFS and Marjorie Caisley of CDFW based on available Lidar data

These data sets were presented at the TAC May 2019 workshop. These presentations and discussions resulted in schematic mapping of project types and project locations with general descriptions for priority project actions and locations.

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The TAC expects that these data, maps and recommendations can be used to guide future, more detailed planning and design actions.

Map/Display of Restoration Concepts for Further Consideration

A map was prepared (attached) is to schematically show locations of possible high priority restoration reaches and project types. This map is not intended to provide concept designs, but rather provides the context for the Map Narrative below.

Map Narrative:

The following narrative is meant to provide additional detail and “food for thought” on the suite of restoration actions that have been discussed by the TAC. Nothing in this description is meant to be prescriptive and instead is a starting point or vision for the types of restoration actions the TAC believes are appropriate for meeting the goals and objectives of this effort.

By consensus, the TAC also identified areas, river reaches and project types for consideration as High Priority Areas for planning/design. The following narrative describes conceptual components of the current vision. Component names are associated with the Map (Figure 5).

Floodplain Excavation Areas- High Priority Area

Upper/Upstream Floodplain Excavation Area.

- Goal is to allow natural channel migration, formation of floodplain and instream habitat diversity, and hydraulic dynamism along this reach.
- Generally follows the extent of the bank migration observed in 1998.
- Includes removal of all or most of the imported fill that currently occupies the footprint and is considered erosion resistant due to its composition.
- Includes removal of all or most of the rip-rap armoring the adjacent bank (see below).
- Floodplain would be graded down to an elevation that would allow for both areas of regular (at and just above winter baseflow) inundation as well as gentle sloping banks to meet the existing grade that would be “stage” resilient – providing increase area of low energy habitat as flows increase.
- Would be designed to enable prolonged inundation to large areas, creating rearing habitat and high primary productivity.
- Would also be designed to enable evolution into a multi-channel reach with mid-channel bars on other natural elements associated with high riparian biodiversity and productivity.
- Roughness elements would be added to the excavated floodplain to slow down flows and assist in creating a mosaic of habitat types (deeper water, shallower water, secondary channels, etc.).

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- Floodplain to drain (slowly) back into the River at the alcove feature at the downstream end as flows recede, providing additional hydraulic complexity to that feature (e.g. function like a confluence).
- May need to address either fortification or relocation of Cal-Am pump house at the upper end of the site.
- Excavated spoils should be reused locally to avoid significant hauling and GHG costs.

Lower/Downstream Floodplain Excavation Area – High Priority Area

- Goal is to create a slightly higher floodplain than the upstream region, with a goal of flooding at some point between the Q1.52-Q2 flow event.
- Developed as “linked” feature with a bank feathering area between floodplain excavation area and the River. The bank feathering will create dense riparian “stage” resilient habitat at flows from winter baseflow to Q1.5 and then the floodplain would activate above these flows.
- This excavated area would be designed to accommodate lower velocity overbank flows to create velocity refuge and, during prolonged storms, rearing habitat with high levels of primary productivity.
- Once activated water would drain in two directions – smaller and flashier flows would recede back into the feathered bank and River, while more prolonged flows and/or high flows could inundate larger areas of the floodplain..
- Note: this feature could be more hydraulically similar to the Upper Floodplain Excavation Area, if this is deemed more ideal.
- Excavated spoils should be reused locally to avoid significant hauling and GHG costs.

Bank Feathering Areas-

- The goal of this project type is to “soften” naturally dynamic outside bends, allowing the River to shape these banks and their associated habitats and create linear bands of stage zero floodplain along the existing channel.
- Design will focus on grading back steep banks and creating a more stage resilient bank and riparian corridor with a cross-section that has high roughness and gentle slopes.
- Natural channel widening in these areas is expected over time, with potential development of in-channel bars and other features that will be created and recreated over time as natural geomorphic processes act on these banks.
- Design will need to be cognizant of protecting dense root structures and mature riparian trees to allow for suckers to repopulate graded areas and for some existing vertical canopy structure to be maintained as the restored areas revegetate.
- Excavated spoils should be reused locally to avoid significant hauling and GHG costs.

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Alcoves-

- The goal of these features is to create backwater/slackwater areas that are inundated for much of the wet season and drawdown with the channel as the dry season approaches – creating both high velocity refuge and rearing habitat for steelhead as well as herps.
- These features will generally be located on inside bends of meanders and will contain slack water habitat on the edges and inset floodplain habitat radiating out from the alcove feature.
- Alcove features will be generally associated with roughness elements such as (see below) to create scour and deflect flows into the alcoves.
- Alcoves features will require grading to lower existing surfaces and/or create secondary channels for water to flow in and/or out of the alcoves.
- Alcove features on inside bends will also result in expanded cross-sections, allows for in-channel roughness features to create scour, bars, and other features.
- Grading will be designed to work in concert with incision reversal structures that will build the streambed
- Excavated spoils should be reused locally to avoid significant hauling and GHG costs.

Roughness Features-

- The goals of the roughness features will vary based on specific locations but will be designed to utilize the natural hydraulic energy of the River to facilitate geomorphic processes and support related restoration elements.
- Features will be created with large wood (ideally redwood, fir, or dry eucalyptus), re-purposed rip-rap from removal areas (see below), and/or hybrids of rock and wood.
- Roughness features situated in the floodplain excavation areas will be used to slow water and create topographic diversity in the restored surfaces; features associated with the alcoves will be used to increase complexity and hydraulic connectivity; and in-channel features will be used to create in-channel complexity.
- Roughness features will/should be designed to be robust enough (horizontally and vertically) to enable significant changes to the local hydraulic profile at low flows and higher flows.
- Roughness features may result in the channel bed aggrading but will be designed to avoid any impact to water surface elevations in areas where those changes could impact human health or safety (e.g. increase flood hazard to homes or infrastructure).
- Placement locations on the draft vision are for schematic purposes only and future design work should focus on installing these features in multiple locations to support an array of ecosystem responses.

Incision Reversal Features

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- The goal of incision reversal features is to.... reverse incision and build the channel bed up.
- These structures should be built with past and future dam removal sediment transport dynamics accounted for.
- Structures should be built with rock that is removed from the Rip-Rap Removal Areas (see below).
- Structures such as modified ripple ramps or rocky ramps could be constructed with these materials – Butano Cr is a successful example of a rocky ramp used to reverse incision and reconnect the channel and floodplain.
- Sizing and location of features will be determined based on locations where increased water surface elevations (and bed elevations) will provide significant ecological value without impacting upstream or downstream landowners and/or infrastructure.
- Fine and coarse material removed from bank feathering and alcove creation can/should be used to fill voids and seal these features.
- Locations in the vision are schematic and are not meant to represent exact scale or locations for these features.

Rip-Rap Removal Areas

- The goal for these areas is to remove armoring material that has been placed to “lock” the channel in place and reestablish the ability of the River to create meanders, ox-bows, secondary channels, etc.
- Rip-rap should be reused on-site to create roughness features and incision reversal features.
- Rip-rap may need to be removed surgically in certain areas to avoid removing all or most of the existing mature riparian canopy and their extensive root systems.

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APPENDIX 1B:

Goals and Objectives

Technical Advisory Committee

Rancho Canada River and Floodplain Restoration
Technical Advisory Team
Draft Goals and Objectives

Goal 1. Restore and enhance floodplain and channel processes in the Carmel River (Rancho Canada Unit of the Monterey Peninsula Regional Park District) to foster sustainable riparian and salmonid habitat consistent with Monterey Peninsula Regional Park District recreational access and trail needs.

Goal 2 Restore a floodplain and floodway function, while accommodating appropriate recreational uses.

These goals may be met by implementing the following objectives:

1. Map process-domain zones and access zones to guide restoration and park use planning and implementation.
2. Inventory existing infrastructure (bridges, paths, utilities) and evaluate for long-term management.
3. Remove unnecessary infrastructure that is an impediment to natural (fluvial and ecosystem) processes.
4. Foster the on-site recycling of rip-rap and other revetment material to restore channel heterogeneity and to elevate channel elevations and base-flow water elevations by constructing in-channel structures.
5. Excavation of overflow channels and off-channel backwater habitats over the range from winter base flows in order to provide salmon rearing habitat.

Goal 3: Project will not increase flood water elevations.

Objectives:

1. Project will demonstrate through state-of-the-art hydraulic modeling, that it will have no effect on riverine flooding, and the project design will reduce flood water elevations if feasible.
2. Floodplain restoration efforts should focus on enabling flood inundation at target areas for frequent flow events (the “two-year” storm) or less.
3. Restoration and enhancement will accommodate expected future sediment yields.
4. TAC and project leads will continue to coordinate with the Big Sur Land Trust and County of Monterey on the progress of CRFREE and any implications it may have for the project.

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Goal 4: Planning: Involve a Technical Advisory Team (TAC) comprised of resource experts from federal and state wildlife agencies and non-profits in the development of concepts and objective for design for the project.

Objectives:

1. Support quarterly TAC meetings that focus on specific design aspects and elements.
2. Incorporate TAC recommendations into the design and implementation of the project.
3. Disseminate TAC guidance to the design team, construction manager and community stakeholders, as appropriate.

Goal 5: Communicate with adjacent property owners, stakeholders and the local community about the project benefits and to seek additional partnerships as they may arise.

Objectives:

1. Create a stakeholder group that meets approximately quarterly and in coordination with the Carmel River Task Force.
2. Distribute useful information to interested parties in timely fashion.
3. Maintain a project website, email distribution list and public affairs function.
4. Maintain an array of still and video camera locations to document change in site characteristics over time.
5. Encourage new, and continue existing, collaboration with university researchers, including CSU Monterey Bay.

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APPENDIX 2 Typical Conservancy Contract Language

TERM OF CONTRACT, EARLY TERMINATION AND SUSPENSION

This contract shall take effect when signed by both parties. This contract may be signed using an electronic process specified by the Conservancy.

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.

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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.

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.

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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 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.]

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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, 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

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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.

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.

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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.

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

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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 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.

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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 “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.

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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 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.

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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.

[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

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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 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

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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 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