



CALIFORNIA STATE COASTAL CONSERVANCY

**REQUEST FOR QUALIFICATIONS:
Cultural and Tribal Resources Survey and Assessment of the
Draft Hollister Ranch Coastal Access Program**

October 14, 2022

Contact:

California State Coastal Conservancy

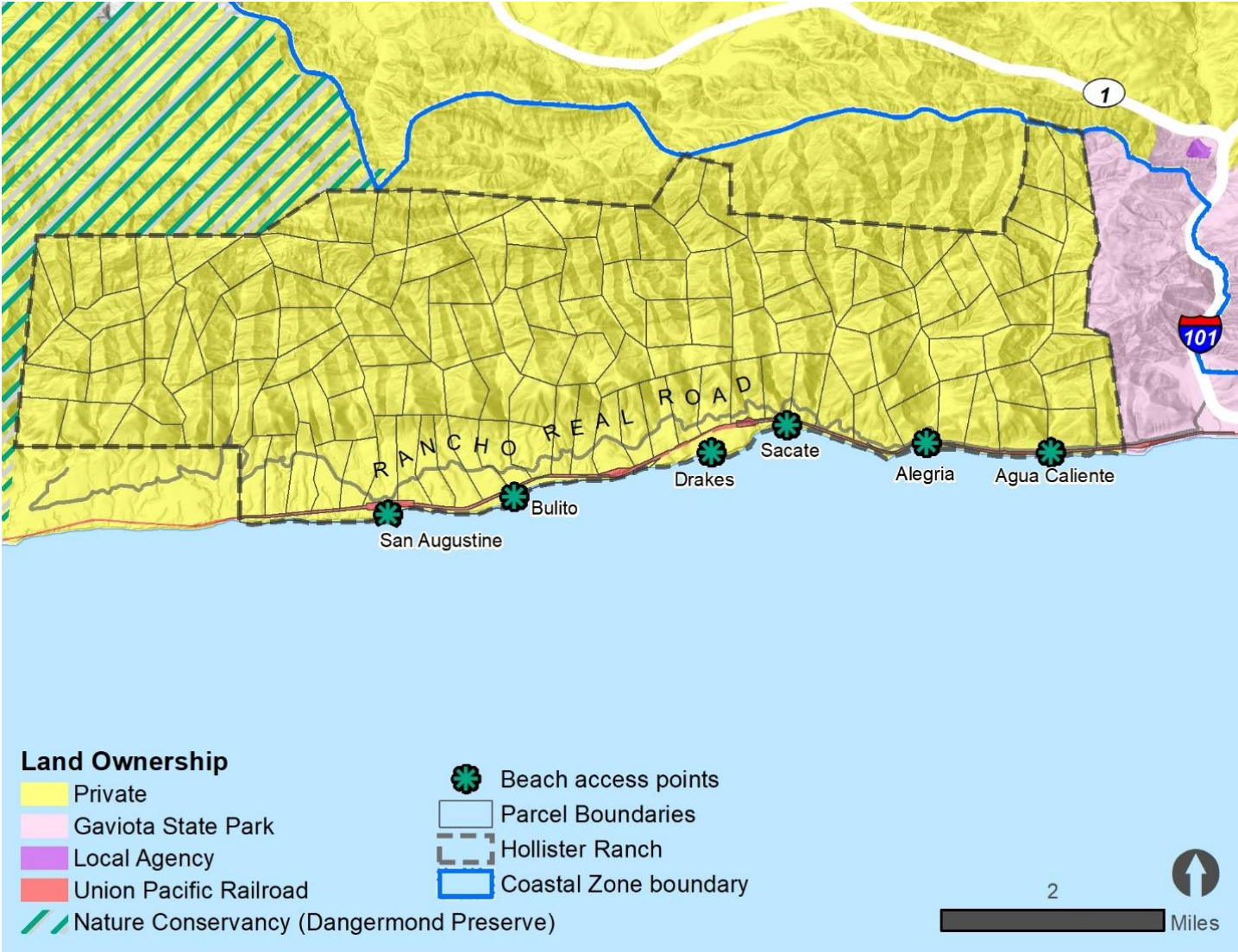
Attn: Trish Chapman, Central Coast Regional Manager

Email: trish.chapman@scc.ca.gov

Respondents to this Request for Qualifications must submit the information requested below electronically in Microsoft Word or PDF format to: trish.chapman@scc.ca.gov on or before **5:00 p.m. on November 21, 2022**. Please limit total file size below 20 MB.

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1. CONTRACT PURPOSE AND BACKGROUND

The California State Coastal Conservancy (SCC) is seeking qualifications for potential cultural resources/archaeological services contractors to prepare a Cultural and Tribal Resource Technical Report (Technical Report) of the draft Hollister Ranch Coastal Access Program ([HRCAP](#)); see Attachment 1 for full link). The scope of work for the Technical Report is to 1) undertake a cultural and tribal resource survey for the draft HRCAP project area; 2) prepare an ethnographic study; and 3) prepare a report that can be used to complete the existing conditions and impact assessment sections of a Programmatic Environmental Impact Report (PEIR) on the HRCAP. The PEIR will be prepared under a separate contract with the State Lands Commission. The work will be completed with oversight from SCC, the California Coastal Commission (“CCC”), the State Lands Commission (“SLC”), and the California Department of Parks and Recreation (“DPR”) (collectively referred to as the “State Agency Team” or “SAT”), and representatives from the four Chumash tribes that participate in the HRCAP Chumash Tribal Working Group (CTWG) (see below for details) .

SCC’s process of selection for this proposal will follow SCC’s environmental services contracting process, in which SCC solicits a list of contractors referenced by area of specialization, evaluates applications, and then makes a final decision based on demonstrated competence and qualifications. The SAT and CTWG will aid SCC in its evaluation of the applications. SCC will negotiate and manage this contract on behalf of the SAT and CTWG.

The SCC is a non-regulatory state agency that works to preserve, improve, and restore the natural resources, agricultural lands, watersheds, urban waterfronts, public access and recreation along the Pacific coast and the San Francisco Bay shoreline and its adjacent counties. More information is available at <https://scc.ca.gov/> .

Project Site

Hollister Ranch is a 14,000-acre gated subdivision in Santa Barbara County, which includes 8.5 miles of shoreline along the Gaviota Coast, including six sandy beaches. The Hollister Ranch shoreline seaward of the mean high tideline belongs to the public. Beach area inland of the tidelands is privately owned. The 60-mile section of the Santa Barbara coast from Hollister Ranch to Point Sal is the least accessible shoreline in California, with less than 2 miles available for general public use. The 136 parcels at Hollister Ranch are individually owned for private residential development. Ranch operations also include a collectively run cattle operation that uses much of the private property for grazing and other activities. The Hollister Ranch Owners Association (HROA) owns and controls the guard gate, the access road (Rancho Real Road) and a portion of the land between the road and the public beach area.

The HROA does not currently allow public access to the public beach areas below the mean high tideline through its property. Pursuant to the Coastal Act, starting in the late 1970’s the CCC granted individual Hollister Ranch property owners coastal development permits to construct homes, stables, and other associated development on the condition that the HROA

must participate in a program that would provide public access through the Ranch to the public beach areas. In 1982, the CCC approved a Hollister Ranch Public Access Program which the SCC was directed to implement. Despite repeated attempts, SCC and CCC have not been able to open any form of public access to the Ranch.

Hollister Ranch Coastal Access Program

In 2019, the SAT began a cooperative planning process to replace the 1982 Access Program by developing a contemporary plan – the HRCAP. The draft HRCAP was released in September 2021 and included a recommendation to prepare a tribal and cultural resource survey of the project site in order to identify areas where the public access program could potentially impact tribal or cultural resources. The draft HRCAP specified that this survey should be undertaken with leadership from interested Chumash tribes. In November 2021, the CCC held a workshop on the draft HRCAP and suggested several modifications. Following that meeting, the four state agencies determined that a PEIR should be completed before bringing the revised HRCAP back to the CCC for potential approval. The PEIR will be used for CEQA compliance as well as to guide acquisition of necessary property rights for public access.

This cultural and tribal resource survey will provide essential information in guiding the planning and compliance work and will focus on six potential public beaches and their potential associated access areas (parking, infrastructure, public use spaces), access routes to these areas including routes along the main paved access road, and the staging area location along Rancho Real Road (see Attachment 2 for site maps).

Please note that the draft HRCAP is currently being updated with more detailed design drawings for evaluation in the PEIR. The updated HRCAP will be provided to the selected contractor and the contractor may request a scope and budget change at that time if warranted by the changes to the plan.

Cultural & Tribal Resources

The Chumash people historically inhabited the Gaviota Coast region, including what is now Hollister Ranch. Cultural surveys were conducted in the past as part of the installation of an oil pipeline that runs along the coast. More recently, in 2020 the HROA completed a survey of cultural and tribal resources on the Ranch. The HRCAP planning team is still in the process of acquiring the data from these surveys. The Contractor should not assume this data will be available when preparing a proposal for this work. A search of the California Historical Resources Information System (CHRIS) records provided by Chumash representatives show that in all of Santa Barbara County, 692 Chumash sites occurred within one-half mile of the coastline. At the time of European settlement, there were several documented Chumash villages along the Hollister Ranch coastline.

This section of the Gaviota Coast is of special cultural significance to the Chumash due to its proximity to Point Conception, the westernmost point of land along the southern facing Gaviota coast. San Augustin – the westernmost of Hollister Ranch beaches – is approximately seven

shoreline miles from Point Conception. A more detailed description of the history of the Chumash peoples can be found in the 2016 Gaviota Coast Plan.

Chumash Tribal Working Group

As part of the HRCAP planning process, the SAT formed the CTWG composed of representatives of the four Chumash tribes that expressed interest in being part of the planning (Santa Ynez Band of Chumash Indians (SYBCI), Coastal Band of the Chumash Nation (CBCN), Barbareño Band of Chumash Indians (BBCI), and Barbareño/ Ventureño Band of Mission Indians (BVBMI)). The CTWG will participate in selection of the Contractor and review the deliverables from this scope of work. In addition, the four tribes will be invited to have paid surveyors or monitors participate in the field work.

2. SCOPE OF WORK

This scope of work includes 1) an intensive cultural and tribal resource survey of the six public beaches and associated access areas, including parking, infrastructure, potential public use spaces and access routes to these beaches, as well as the staging area location and the area along Rancho Real Road from US 101 to the Hollister Ranch gate [SEE MAP]; 2) an Existing Conditions summary that summarizes findings related to all resources encountered; and 3) a Summary of Potential Impacts of the HRCAP to resources encountered and recommendations to minimize those impacts. Deliverables shall include GIS data of resources encountered, DPR-523 site record forms, photographs, photograph logs and field notes, as well as a final technical report with the Existing Conditions, Summary of Potential Impacts, and recommendations to avoid and minimize impacts. All records, deliverables, and information technology prepared for the Commission shall comply with California Government Code sections 7405 and 11135 and the Web Content Accessibility Guidelines 2.0, or a subsequent version, published by the Web Accessibility Initiative of the World Wide Web Consortium, at a minimum Level AA success criteria.

Task 1 Project Management and Coordination

Task 1.1 Contract Management

Contractor is responsible for managing the budget and schedule, submitting requests for disbursement, and other project management activities. Contractor will submit a brief monthly email update to the SCC project manager. The monthly updates can be used as the progress report required with each request for disbursement.

Task 1.2 – Meetings and Coordination

Contractor shall meet with the SCC project manager, SAT and CTWG as follows:

- Monthly call with the SCC project manager and possibly other members of SAT to communicate project progress and discuss project-related issues.
- One two-hour kick-off meeting with SAT and CTWG to confirm shared understanding of scope, roles and responsibilities, communication protocols, and address any outstanding questions.
- One two-hour meeting with SAT and CTWG to summarize findings of survey work and potential impacts of HRCAP, and to discuss draft recommendations for addressing and minimizing public access impacts.
- Two one-hour meetings with PEIR consultant team and the SAT to discuss incorporation of information into PEIR, and up to 10 hours of on-call availability as needed to answer questions from SLC and the PEIR consultant team during preparation of the draft and final PEIR.
- Three additional one-hour meetings as requested by SCC.

All meetings will be held by zoom. Contractor will be responsible for preparing an agenda, materials, and summary notes for all meetings.

Task 1 Deliverables

- Monthly written update
- Meeting agendas and meeting notes focusing on action items, issues that need to be resolved, and schedule details.

Task 2 – Obtain and Review Existing Information

Contractor shall review the draft HRCAP, and existing cultural and tribal resource information, including obtaining records from the CHRIS as determined necessary by the SAT and CTWG.

Task 2 Deliverables

- List of existing information obtained and reviewed.

Task 3 – Conduct intensive surface survey of APE property

Surveyor Requirements

Contractor shall provide surveyors with, at minimum, a four-year degree in archaeology or anthropology with a concentration in archaeology, and with 3-5 years of experience performing archaeological work, preferably in the Channel Coast region of the Southern California coast. At least one individual shall meet the requirements for Field Director listed by the Society for California Archaeology (<https://scahome.org/about-us/professional-qualifications-standards-2/professional-qualifications-field-director-archaeology/>).

Survey Requirements

- Contractor shall coordinate with the HROA staff and Chumash representatives as needed to schedule survey work, including participation of Chumash representatives.
- Survey teams to be no fewer than 3 people.
- Chumash Representatives will also participate along with each survey team (in addition to the 3 or more survey team members). Contractor is responsible for paying Chumash survey participants. SCC will provide hourly rate costs to be used with all Chumash monitors; these rates will be set by the CTWG. For estimating purposes, Contractor should assume Chumash survey participants will be paid at the average rate of the rest of the survey team.
- Transects should be 10 meters apart.
- When encountering a cultural resource, examine the surrounding area to identify general boundaries of the site. Document site with GPS-recorded points/lines/polygons, photographs (including at least one overview of site showing horizon), and notes on content, condition, setting, etc. **No collection of artifacts shall occur.**
 - An isolate can include an artifact broken into multiple pieces that is not in association with any other items within 50 meters.
 - A site is three artifacts or more within 50 meters of one another and/or an archaeological feature.
 - If apparent or suspected human remains are encountered, contact the SCC project manager or DPR SAT representative and Chumash representatives immediately. The SCC project manager or DPR SAT representative will immediately notify the county coroner, and no further excavation or disturbance of the discovery should occur. The specific protocol, guidelines and channels of communication outlined by the California Native American Heritage Commission (NAHC), and/or contained in Health and Safety Code Section 7050.5 and Public Resources Code Sections 5097.9 et seq., shall be followed. Those statutes shall guide the potential Native American involvement in the event of discovery of human remains.
- GIS Data - Field data shall be collected using sub-meter GPS devices using a schema the SAT has provided. Questions about attributes of the schema shall be directed to the DPR SAT representative. General site boundaries shall be mapped. If site boundaries cannot be confirmed, contractor shall take additional GPS points/lines/polys on features or artifacts so a site polygon can be drawn around them later.

Task 3.1 Archaeological Survey**\$ Amount**

Contractor shall conduct archaeological reconnaissance pedestrian survey of APE areas according to Survey Requirements above. Prior to the survey, a records search of the CHRIS shall be performed to identify any previously recorded resources within the project area.

Task 3.2 Tribal Resource Survey and Ethnographic Study**\$ Amount**

Contractor will coordinate with SAT and CTWG to meet with representatives of each Chumash tribe participating in the CTWG to identify any Chumash recognized cultural or tribal resources, sites, or locations within APE areas. The SCC project manager will provide the name(s) and contact information of the tribal representatives the Contractor should meet with. This information will be provided to SCC by each tribe's CTWG representative. Prior to meeting with tribal representatives, the contractor shall perform a Sacred Lands File search with the NAHC to identify any previously recorded Sacred Sites within the project area.

Contractor will also complete an Ethnographic Study of the Hollister Ranch area. Contractor will coordinate with SAT and CTWG to obtain existing data and interviews for gathering data for this task.

Task 3 – Deliverables

- Brief memo summarizing key outcomes of survey and identifying any unaddressed questions raised by the survey.
- Ethnographic Study Report. Contractor shall prepare a technical report that identifies and documents the known Chumash ethnographic context for the geographic area of the Hollister Ranch and coastline.

Task 4 – Site Records and Survey Report

Upon completion of the survey, the contractor shall prepare the documentation identified in Tasks 4.1 and 4.2.

Task 4.1 DPR 523 Site and Isolate Records/Updates

Contractor will use appropriate DPR 523 forms to record or update sites/isolates encountered during survey work. The forms will be prepared according to Instructions for Recording Historic Resources, Department of Parks and Recreation, Office of Historic Preservation, State of California, 1995. Final DPR-523 site forms shall be submitted to the CHRIS for assignment of primary numbers and trinomials and will be included in the technical report. Each site will be photo documented with a site overview and photos of the diagnostic artifacts.

Task 4.2 Technical Report

Contractor shall prepare a technical report that includes:

- Description of survey activities, acres surveyed, short descriptions and at least one photograph of sites encountered, and a final map showing location of all recorded resources and areas surveyed.
- Preparation of an Existing Conditions section for Tribal and Cultural resources sufficient to be used in the PEIR. The Existing Conditions section should include maps, photos or other figures that would be appropriate for the PEIR (if any). The Existing Conditions sections should summarize findings as appropriate for an EIR.
- A summary of potential impacts to sites encountered by implementation of the HRCAP and recommendations to avoid or minimize impacts.
- The report should identify confidential resource information that should be excluded from public facing documents such as the PEIR and include this information in an appendix that can be removed from the report so that the rest can be shared with the public.

The full technical report shall be prepared following the guidelines in Archaeological Resource Management Reports (ARMR): Recommended Contents and Format, Department of Parks and Recreation, Office of Historic Preservation, State of California, 1990.

The technical report shall be prepared to comply with California Government Code sections 7405 and 11135 and the Web Content Accessibility Guidelines 2.0, or a subsequent version, published by the Web Accessibility Initiative of the World Wide Web Consortium, at a minimum Level AA success criteria.

The SCC project manager will consolidate comments from the SAT and CTWG into one set of comments. The contractor will address one round of comments. When approved, a final copy of the report, as well as the final DPR-523 site forms for all archaeological resources encountered (with primary numbers and trinomials), field photographs and GIS data, shall be provided to SAT in digital format.

Task 4 – Deliverables

- Field Photographs: Provide electronic copies of all photographs taken, along with DPR 523 Photograph Log forms describing photographs.
- Cultural GIS Data: Provide GIS data for all resources the Contractor recorded.
- Draft DPR-523 Site Record forms: provide electronic copy in Microsoft Word for review.
- Draft Technical Report: provide electronic copy in Microsoft Word for review.
- Final DPR-523 Site Record forms (with primary numbers/trinomials): provide one electronic copy in PDF format.

- Final Technical Report (to include final cultural resource's location map): Provide one electronic copy in Word and PDF.
- Final Ethnographic Study Report (Provide one electronic copy in Word and PDF)
- Confidential Appendix to final report on Chumash Sacred and Tribal Resource Sites for SAT HRCAP planning efforts.

3. AGENCY RESPONSIBILITIES

SCC shall be responsible for the following as part of the contract:

- Provide a SCC project manager to be the lead point of contact for the Contractor. Any changes to scope or additional work tasks must be approved in writing by the SCC project manager. Contractor will work directly with other members of the SAT or CTWG at the request of the SCC project manager.
- Provide contact information for all SAT members, including the DPR SAT representative who will address questions related to the methodology and documentation of the survey.
- Provide to the Contractor GIS property boundaries and blank schema with attributes.
- Provide a copy of all pertinent cultural resources reports currently available to SAT.
- Review and respond to contractor submittals, including draft deliverables, within 30 days.
- Be responsible for reconciling any conflicting comments or input.

4. REQUEST FOR QUALIFICATIONS PROCEDURE

4.1 Minimum Requirements

The consultant must demonstrate significant prior experience with cultural and tribal resource assessment, ideally with previous experience regarding Chumash resources. The Consultant must demonstrate that it can comply with SCC contracting requirements and is qualified to do business in the State of California. A successful candidate will have the following qualifications:

- Excellent project management skills, including time management, organization, communication (oral and written), and coordination skills.
- Excellent remote and in person meeting facilitation skills.
- Relevant experience conducting cultural and tribal resource assessments, experience with Chumash resources preferred.

- Relevant experience preparing cultural and tribal resource information and mitigation recommendations for Environmental Impact Reports.
- Ability to communicate archaeological technical information to an audience that is not fluent in this area of work.
- Minimum of five (5) years of recent work experience in Cultural and Tribal Resource assessment work.

Contract Negotiations

A copy of the SCC standard contract provisions is provided in Attachment 3. There are contract provisions that may affect the cost of the work.

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 until all work is completed to the satisfaction of the SCC and a final request for disbursement is submitted. SCC must also approve all interim work products before payment.

DVBE Requirement

The State has established the Disabled Veteran Business Enterprise (“DVBE”) Participation Goal Program for participation in State contracts. SCC will give preference to proposals with a minimum DVBE participation percentage of 3% or more. (See below Section 3.6, Proposal Evaluation.) Provide the name of any DVBE firm and DVBE Certification number. Visit this website for information about certification: <https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Certify-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise>

4.2 Key Dates

Consultants submitting proposals are advised of the key dates and times shown below and are expected to adhere to them.

RFQ Release Date	October 14, 2022
RFQ Submission Date	November 21, 2022
Approximate Contract Start Date	February 15, 2023
Approximate Contract End Date	September 30, 2023

4.3 Questions

Questions about this RFQ should be emailed to Trish.Chapman@scc.ca.gov. Answers will be returned by email and posted to [SCC's website](#) at least weekly. Questions must be received by November 10, 2022.

4.4 Public Records Act

California Government Code Sections 6250 *et seq.*, the California Public Records Act, provides that public records shall be disclosed upon written request and that any citizen has a right to inspect any public record unless the document is exempted from disclosure. Be advised that all information submitted in response to this RFQ and any contract that eventually arises from this RFQ is a public record in its entirety. By submitting materials, you are consenting to release of such materials if requested under the Public Records Act. Do not submit any confidential tribal or cultural resource information.

4.5 Proposal Submission Requirements

Each response to this RFQ shall include the information described in this section. Failure to include all the information specified may be cause for rejection. Additional information may be provided, but it should be succinct and relevant to the goals of this RFQ and should be included in an appendix to the proposal.

1. Cover Letter with the following information:

1. Legal name and Mailing Address of Firm (include physical location if address is a PO Box)
2. Contact Person, Telephone Number, and Email Address
3. Small business and/or DVBE certification number, if applicable. Visit this website for information about certification: <https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Certify-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise>
4. A statement that the firm will perform the services and adhere to the requirements described in this RFQ and shall assure that the designated project team, including sub-consultants or sub-contractors (if any), will be used for this project and any reassignment or substitution of any team member or sub-consultant(s)/contractor(s) shall not be made without the prior written approval by SCC.

2. Firm's Qualifications and Experience

Describe your firm and provide a statement of your firm's qualifications for performing the requested services. Provide a summary of the best examples of your firm's experience in providing these or similar services. Provide hourly rates for each member of the firm's staff that will work on the project and possible roles and responsibilities. Identify the services which would be completed by your firm's staff and those that would be provided by sub-consultants or sub-contractors, if any. Identify any sub-consultants or sub-contractors you propose to utilize to supplement your firm's staff. If the firm is a corporate entity, a copy of a Secretary of State Certification of Business Status is required.

3. Project Team

Provide a brief summary of the role, qualifications, experience, and geographic location of each team member assigned to this project, including length of service with the firm. List any proposed sub-consultants/contractors and detail their qualifications/experience and assigned task(s). Full resumes may be included in an appendix.

4. Project Understanding

Based on the available information and experience with similar projects, provide a narrative describing your understanding of the services requested in this RFQ, your general approach and any major challenges to achieving the stated goals or carrying out the specified scope of work. Discuss any issues that you believe will require special consideration for this project. Also identify any unique approaches or strengths that your firm may have related to this project.

5. Project Plan, Schedule, and Budget

Based on the available information and experience with similar projects, provide more details on the specified scope of work, a proposed schedule, and a proposed budget. Identify any issues or questions regarding the scope of work that need to be resolved before the budget can be finalized.

6. References

Provide three (3) references for projects or services similar in nature and scope that your firm's team members have completed in the last five (5) years. Identify the role and responsibility of proposed key team members in those projects. Include brief descriptions of the projects, dates, contact persons' names, email addresses, and telephone numbers.

4.6 Submittal

An electronic copy of your proposal should be submitted by email to trish.chapman@scc.ca.gov. Submittals must be received by 5pm on November 21, 2022.

4.7 Proposal Evaluation

Responses to this RFQ will first be reviewed to verify that they meet the minimum qualifications, and that all of the content requested in Section 4.4 above is included. If a response is missing information, it may be deemed non-responsive. Further review is subject to SCC's discretion. Proposals will also be reviewed and ranked by members of the SAT and CTWG. SCC may request supplemental information. Interviews may be conducted if deemed necessary.

Award of a contract resulting from this RFQ will be determined based on demonstrated competence and professional qualifications, as required by Government Code Section 4525 et seq. The reviewers will rank the proposals based on the following criteria:

- (1) Project understanding.

- (2) Demonstrated competence, including the firm's past experience with similar projects; the education and experience of key personnel, including principals to be assigned and the proposed level of their participation; the firm's capability to adequately analyze the project; the firm's ability to meet the project schedule; the longevity of the firm and amount of staff turnover; and the nature and quality of the firm's past completed work.
- (3) Specialized qualifications for the services to be performed.
- (4) Small business status of the contractor submitting a statement of qualification.
- (5) DVBE status of a contractor submitting a statement of qualification; and
- (6) The good faith effort of the contractor to subcontract with DVBEs to assist SCC in its efforts to meet statewide participation goals for DVBEs as set forth in Public Contract Code section 10115.

SCC will attempt to negotiate a contract with the highest ranked proposer at compensation that SCC determines is fair and reasonable to the State. If SCC cannot reach agreement with the highest ranked proposer, negotiation with that proposer will be terminated and negotiations will then proceed in the same manner with the other proposers in order of ranking. SCC reserves the right not to pick any of the submitted proposals and is not obligated to accept any proposal or to negotiate with any firm. All transactions are subject to final approval by SCC.

The consultant will be hired under contract to SCC. The selected consultant will be paid for its actual time and expenses up to the amount stated in the final contract budget. The consultant should anticipate that ten percent (10%) will be withheld until all work on the project is completed to the satisfaction of SCC. SCC must also approve all interim work products before payment.

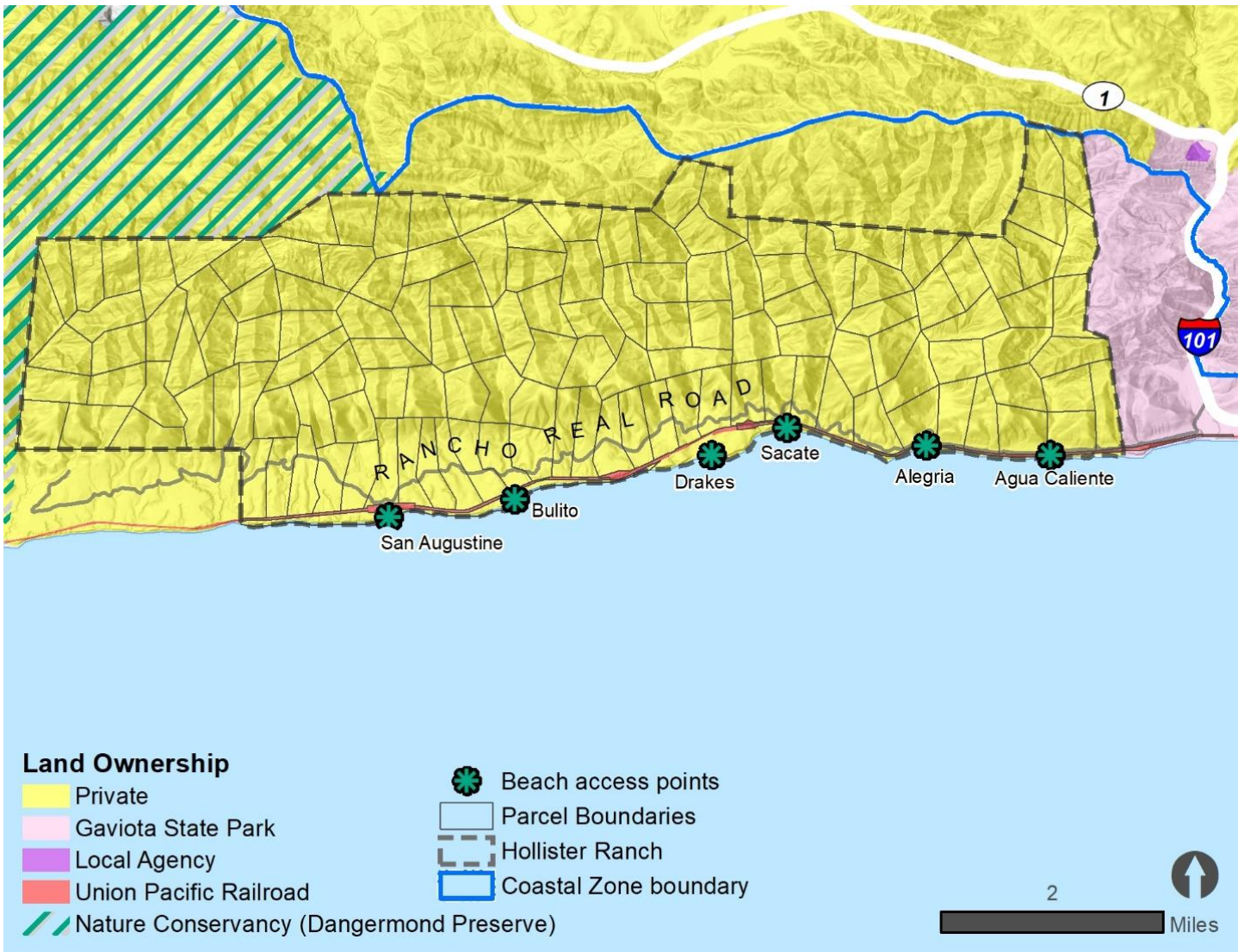
5. AMENDMENTS

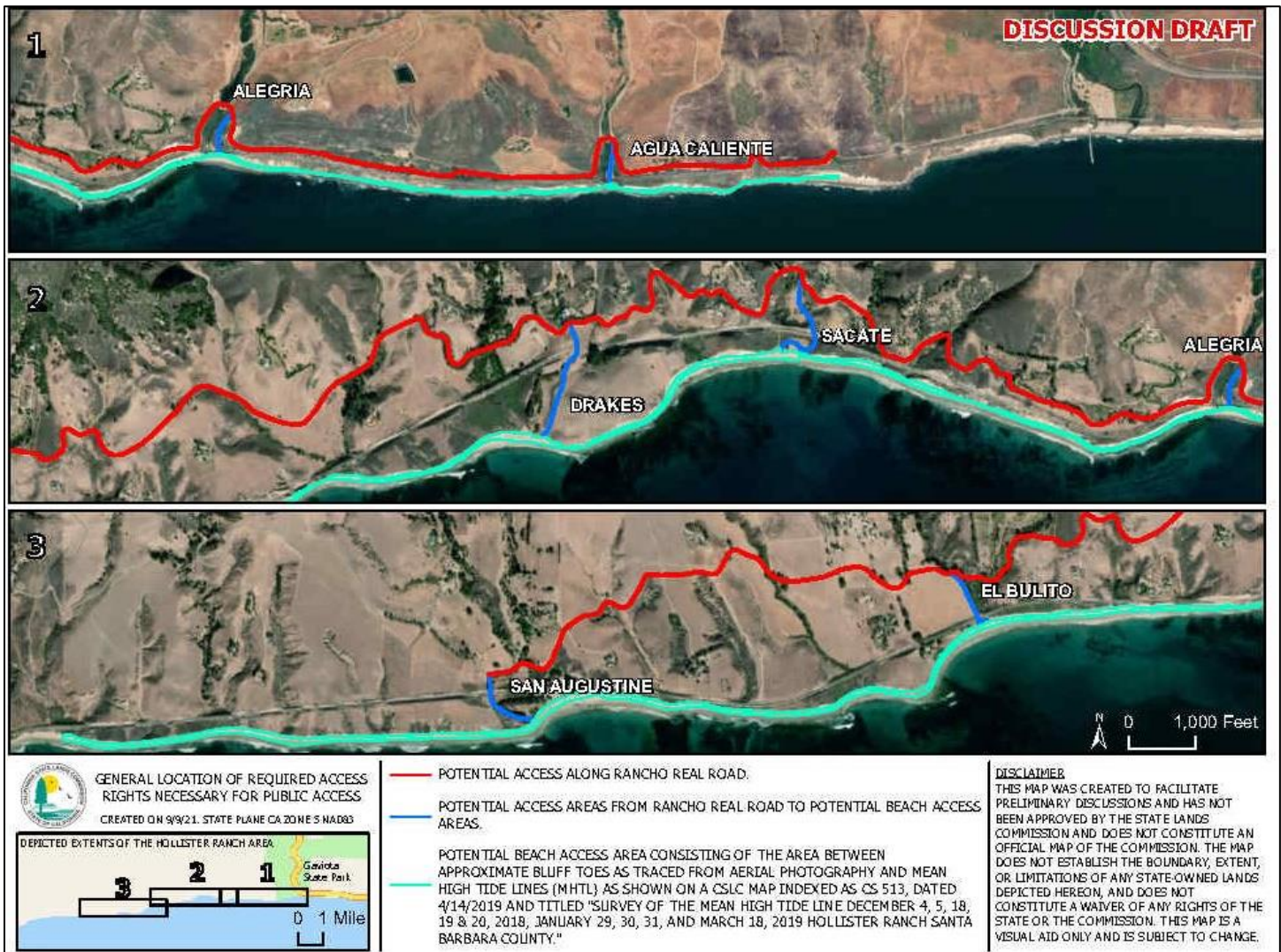
SCC anticipates that the initial contract may be augmented or extended to meet program needs.

6. ATTACHMENTS

1. Draft HRCAP -- <https://documents.coastal.ca.gov/reports/2021/10/Th4/Th4-10-2021report.pdf>
2. Project Site Maps
3. Conservancy standard contract terms

Attachment 2 Project Site Maps





ATTACHMENT 3
MODEL CONTRACT FOR PROFESSIONAL SERVICES 6/2020

SCOPE OF CONTRACT

_____ (“the contractor”) shall provide environmental services to and shall perform tasks for the State Coastal Conservancy (“the Conservancy”) as follows:

Prepare a Cultural and Tribal Resource Technical Report (Technical Report) of the draft Hollister Ranch Coastal Access Program (HRCAP). The scope of work for the Technical Report is to (1) undertake a cultural and tribal resource survey of the draft HRCAP project area, (2) prepare an ethnographic study, and (3) prepare a report that can be used to complete the existing conditions and impact assessment sections of a Programmatic Environmental Impact Report (PEIR) on the HRCAP. The PEIR will be prepared under a separate contract with the State Lands Commission. The work will be completed with oversight from the Conservancy, the California Coastal Commission, the State Lands Commission, and the California Department of Parks and Recreation (collectively referred to as the “State Agency Team” or “SAT”), and representatives from the four Chumash tribes that participate in the HRCAP Chumash Tribal Working Group (CTWG). See Exhibit A for more details.

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. This contract may be signed electronically using a process specified by the Conservancy.

The term of this contract is from its effective date through October 31, 2023 (“termination date”). However, all work shall be completed by July 31, 2023 (“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 may be extended and the scope of work may 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 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.

DRAFT CONTRACT FOR CULTURAL AND TRIBAL RESOURCE SERVICES

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.

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.

All work products produced under this contract that are intended for publication on the Conservancy's website shall comply with California Government Code Sections 7405 and 11135 and the Web Content Accessibility Guidelines 2.0, or a subsequent version, published by the Web Accessibility Initiative of the World Wide Web Consortium, at a minimum Level AA success criteria.

DRAFT CONTRACT FOR CULTURAL AND TRIBAL RESOURCE SERVICES

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 ten percent, 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 ten percent withheld upon completion of all tasks to the satisfaction of the Conservancy and upon the submission of a final Request for Disbursement.

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

- Position \$ /hr.
- Position \$ /hr.
- Position \$ /hr.
- Position \$ /hr.
- Position \$ /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 state employee rates as identified on the California Department of Human Resources (CalHR) website under travel

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reimbursements for state employees. Except for rates for operating a private vehicle, the Conservancy may reimburse in excess of the state employee rates upon documentation that these rates are not reasonably available to the grantee. All travel other than automobile travel or by public transit (the latter of which is strongly encouraged) within the County of Santa Barbara, 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.

No overhead or indirect expenses of the contractor or its subcontractors will be reimbursed.

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.

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DISCLOSURE OF FINANCIAL INTEREST

When the contract takes effect and thereafter annually on or before April 1 throughout the term of the contract, and within 30 days of termination of the contract, the contractor shall complete and return to the Conservancy a “Statement of Economic Interests” form (“Form 700”) required under the California Political Reform Act of 1974 (the “Act,” Government Code Section 87200 et seq.). Form 700 may be obtained from the California Fair Political Practices Commission (current web site: <http://www.fppc.ca.gov>). The contractor shall comply with all requirements of the Act and Government Code Section 1090.

FUNDING AUTHORIZATION

The signature of the Executive Officer on the first page of this contract certifies that at its May 5, 2022 meeting, the Conservancy adopted the resolution included in the staff recommendation attached as Exhibit B. This contract is executed pursuant to that authorization.

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Standard Provisions

EXPENDITURE OF FUNDS AND ALLOCATION OF FUNDING AMONG BUDGET ITEMS

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

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.

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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.

2. **Minimum Limits of Insurance.** The contractor shall maintain limits no less than:
 - a. General Liability: \$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.
(Including operations, products and completed operations, as applicable)

 - 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.

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

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- affects the required insurance; or five business days before the effective date of any cancellation, non-renewal or material change that effects required insurance coverage.
- b. The contractor hereby grants to the State of California, its officers, agents, employees, and volunteers, a waiver of any right to subrogation which any insurer of the contractor may acquire against the State of California, its officers, agents, employees, and volunteers, by virtue of the payment of any loss under such insurance. The contractor 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.

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8. **Premiums and Assessments.** The Conservancy is not responsible for premiums and assessments on any insurance policy.

NONDISCRIMINATION

During the performance of this contract, the contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. The contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the Conservancy to implement such article. 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 shall permit access by representatives of the Department of Fair Employment and Housing and the Conservancy upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or the Conservancy shall require to ascertain compliance with this clause. 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. (See Cal. Code Regs., tit. 2, §11105.)

The contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work 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.

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AUDITS/ACCOUNTING/RECORDS

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

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

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

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

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.

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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

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

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finding of contempt of court has been issued against the contractor for failure to comply with an order of the National Labor Relations Board.

AIR AND WATER POLLUTION

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

EXPATRIATE CORPORATIONS

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

SETTLEMENT OF DISPUTES

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

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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.