

REQUEST FOR PROPOSALS

PROFESSIONAL ENGINEERING AND ECOLOGICAL DESIGN SERVICES
FOR
THE DESIGN OF LIVING SHORELINES AT FOUR SITES ALONG THE EASTERN
SHORE OF SAN FRANCISCO BAY

REGIONALLY ADVANCING LIVING SHORELINES PROJECT – EAST BAY SITES

Ducks Unlimited Project No. US-CA-561-100



Living Shorelines Restoration at Giant Marsh, Contra Costa County, CA

Issued by Ducks Unlimited, Inc in partnership with the California State Coastal Conservancy .
October 2025



REQUEST FOR PROPOSALS
REGIONALLY ADVANCING LIVING SHORELINES PROJECT - EAST BAY SITES

TABLE OF CONTENTS

1.	INTRODUCTION	1
2.	REGIONALLY ADVANCING LIVING SHORELINES PROJECT.....	1
3.	PROJECT DESCRIPTION.....	2
4.	EXISTING DATA	4
5.	SCOPE OF WORK	5
6.	PROPOSALS	9
7.	TIMELINE	10

ATTACHMENTS

- A SITE AND VICINITY MAPS
- B REGIONALLY ADVANCING LIVING SHORELINES BACKGROUND
- C DUCKS UNLIMITED STANDARD CONSULTANT AGREEMENT

1. INTRODUCTION

Ducks Unlimited, Inc. (DU) and the California State Coastal Conservancy (Conservancy) are seeking consultant services for the engineering and ecological design of four living shoreline projects along the eastern shoreline of San Francisco Bay as part of the Regionally Advancing Living Shorelines in San Francisco Bay (RALS) Project. The designs will integrate a variety of nature-based approaches and are part of the broader RALS effort to build the body of practice for advancing design and construction of living shorelines to increase climate resilience and shoreline protection in San Francisco Bay.

The successful candidate will become a part of the RALS – East Bay design team and will actively collaborate with the two other regional RALS design teams (one for San Francisco sites and one for Marin sites, both established under separate solicitation efforts) throughout the design process. The selected design team will work collaboratively and transparently with DU, the Conservancy, landowners including East Bay Regional Park District, City of Emeryville, City of Richmond, and the other two regional design teams to develop conceptual designs and carry them forward to 60%; to develop a basis of design report that is updated at each design benchmark; to provide an engineer's estimate of probable cost; and to work with DU to quantify and describe benefits and impacts to jurisdictional features so DU can lead environmental compliance.

2. REGIONALLY ADVANCING LIVING SHORELINES PROJECT

The goals of the RALS Project (Project) are to increase awareness about and participation in living shorelines project development, expand participation by local landowners and municipalities and others in developing living shorelines projects, increase the number and type of living shorelines in San Francisco Bay, and to build capacity to scale up living shoreline projects in ways that engage and benefit local communities by integrating nature-based shoreline enhancements. The current phase of the Project includes planning and permitting ten new living shoreline climate adaptation projects (living shoreline projects) in a collaborative, programmatic manner to increase efficiency and serve as a model for other living shorelines projects with intentional capacity-building and knowledge transfer integrated into all project aspects.

The Project includes four components, of which the fourth is the subject of this RFP: 1) monitor existing living shorelines pilot projects constructed between 2010-2024 to share best practices and inform design of future living shoreline projects, 2) develop Regional Design and Constructability Guidance for Living Shorelines in SF Bay, 3) prepare environmental compliance documentation and permit applications, and 4) prepare preliminary site designs for ten sites. The ten projects include three in Marin County, three on the San Francisco Peninsula, and four in the East Bay (the latter being the subject of this RFP).

The RALS projects will improve shoreline habitat quality, increase resilience, increase local technical and community input, engagement, and awareness of living shoreline projects, and build capacity with local landowners and municipalities to develop new, innovative living shoreline projects.

3. PROJECT DESCRIPTION

Living shorelines projects will be designed to fit ecological, engineering, climate resilience, and landowner and community needs at four sites along the east bay shoreline, as described below and depicted in Attachment A.

Cogswell Marsh is located on the Hayward Regional Shoreline Park managed by East Bay Regional Park District. It is a 200-acre restoration project completed in 1980 to restore salt evaporation ponds back to tidal marsh. The marsh is eroding and hybridized invasive cordgrass (*Spartina alterniflora x foliosa*) monitoring and treatment is ongoing at the marsh, along with native revegetation and other habitat enhancements including construction of high tide refuge islands. In addition, there is a sizable intertidal area of mudflats and subtidal open water adjacent to the breach location along the bayfront levee.

- Landowner: East Bay Regional Park District (EBRPD), potentially others that SCC and EBRPD will confirm prior to the start of design work.
- Goal: Develop and incorporate living shorelines approaches that integrate subtidal, intertidal, and upland ecotone habitats to protect existing marsh, encourage tidal marsh establishment in open water portions of the site interior, and provide additional intertidal and subtidal habitat benefits.
- Expected collaborators and guidance resources: SF Estuary Invasive Spartina Project (www.spartina.org) , Hayward Area Shoreline Planning Agency ([Hayward Area Shoreline Planning Agency \(HASPA\) | East Bay Parks](#)), Regional Habitat Goals Recommendations (SF Bay Subtidal Habitat Goals, Baylands Goals Climate Update, Adaptation Atlas), among others.

Emeryville Crescent is located in an urbanized part of the east bay shoreline near Emeryville and Interstate 80 at McLaughlin Eastshore State Park, named for one of Save the Bay's founders, Sylvia McLaughlin. The projected project area includes intertidal, subtidal, and shoreline areas along the southern, western, and northern areas of Powell Street west of Highway 80. The shoreline is characterized by rocky intertidal areas, riprap slopes and bay trail, mudflats, narrow fringe marsh, and uplands. Encompassing McLaughlin Eastshore State Park, the project site could also extend to the north to Point Emory, as well as both north and south of the Emeryville Marina. This site has extensive boat traffic and wind surfing/ kite surfing (potentially). Proposed approaches should consider and accommodate these and other ongoing uses.

- Landowners/managers: Multiple landowners, including City of Emeryville, EBRPD, Port of Oakland, CALTRANS, and potentially others that SCC and landowners will confirm prior to the start of design work.
- Goal: Enhance subtidal and possibly intertidal and supratidal habitat to increase subtidal habitats and shoreline resilience.

- Related projects and expected collaborators: East Bay Shoreline Subregional Adaptation Planning with cities of Emeryville, Berkeley, Albany, Port of Oakland, SF Estuary Partnership), USACE Shallow water sediment placement planning; SFEP Horizontal Levee planning for east entrance to Bay Bridge with CALTRANS, San Francisco Estuary Institute technical assistance, Merkel and Associates pilot projects/monitoring in area, Regional Habitat Goals Recommendations (SF Bay Subtidal Habitat Goals, Baylands Goals Climate Update, Adaptation Atlas).

The **North Basin** is an aquatic basin located in an urbanized part of the Berkeley shoreline north of Emeryville and adjacent to the Marina area within the McLaughlin Eastshore State Park. The shoreline is characterized by a narrow fringe marsh, beaches, riprap shoreline and bay trail, and uplands. The East Bay Regional Park District is currently planning a shoreline resilience and public access project at the North Basin Strip, which extends north from the western end of Virginia Street, adjacent to the existing Berkeley Meadow project. Proposed living shorelines approaches in the aquatic and intertidal areas of North Basin should account for and be complimentary to the North Basin Strip Shoreline Park Improvement Project (<https://www.ebparks.org/projects/north-basin-strip-shoreline-improvement-project-berkeley>). A prior project led by Merkel and Associates added sandy sediment and planted eelgrass. Substantial eelgrass beds are present in the entire basin, as well as other habitat resources including native oyster beds, rocky intertidal areas, pocket beaches, and others.

- Landowners/managers: EBRPD, City of Berkeley, CA State Parks, and potentially others that SCC and landowners will confirm prior to the start of design work.
- Goal: Enhance subtidal and possibly intertidal and supratidal habitat to increase subtidal habitats and shoreline resilience.;
- Expected collaborators and guidance resources: EBRPD North Basin Strip Restoration Project (East Bay Shoreline Subregional Adaptation Planning with cities of Emeryville, Berkeley, Albany, Port of Oakland, SF Estuary Partnership), City of Berkeley Marina Way planning, San Francisco Estuary Institute technical assistance, Merkel and Associates pilot projects/monitoring in area, Regional Habitat Goals Recommendations (SF Bay Subtidal Habitat Goals, Baylands Goals Climate Update, Adaptation Atlas)

Point Isabel includes the shoreline, intertidal, and nearshore areas located on the Richmond Shoreline at Point Isabel Regional Shoreline Park. Much of the terrestrial area is managed by EBRPD as a dog park on a capped former landfill, which is adjacent to but separate from the RALS nearshore project area. The dog park will be recapped as a separate capital project led by EBRPD. The park has a kiteboarding and windsurfing launch site which is part of the San Francisco Bay Water Trail. Future living shoreline design approaches should consider and be compatible with these projects and existing land uses.

- Landowners/managers: City of Richmond, EBRPD manages some terrestrial portions; potential others that SCC and landowners will confirm prior to the start of design work.

- Goal: Enhance subtidal and possibly intertidal and supratidal habitat to increase shoreline resilience.
- Expected collaborators and guidance resources: City of Richmond Subregional Adaptation Planning, EBRPD Point Isabel Dog Park Recapping Project, (East Bay Shoreline Subregional Adaptation Planning with cities of Emeryville, Berkeley, Albany, Port of Oakland, SF Estuary Partnership), San Francisco Estuary Institute technical assistance, Merkel and Associates pilot projects/monitoring in area, Regional Habitat Goals Recommendations (SF Bay Subtidal Habitat Goals, Baylands Goals Climate Update, Adaptation Atlas)

4. EXISTING REGIONAL RECOMMENDATIONS AND SITE DATA

The Conservancy will provide the following reference documents and data for each site:

- **Baseline Site Data**
A digital elevation model (DEM) will be provided to the selected design team and will include site bathymetry (bottom depths and topography) and sidescan sonar data (substrate and habitat information) collected via boat, and orthorectified topographic data and aerial imagery collected by drone. Data collection efforts are currently underway July-October 2025 by Merkel and Associates, Inc., and Cinquini and Passarino, Inc., directly contracted to the Conservancy.
- **Landowner Parcel Inventory**
SCC and landowners will provide property ownership data prior to the start of design work. After project areas are refined the SCC and landowners will provide information on right of ways and easements.
- **Wind Wave Data**
Wind wave modeling results will be provided that provide wave heights, periods, and directions.
- **Regional Habitat Goals Recommendations** (SF Bay Subtidal Habitat Goals (SCC, 2010- 50-year conservation plan), Baylands Goals Climate Update (2015, climate update to original 2000 document), SFEI Adaptation Atlas (2018, focus on operational landscape units)
- **SF Bay Living Shoreline Design and Constructability Guidance (draft)**
Currently being developed by the Conservancy, SFEI, and many partners, the guidance is intended to be a high-level guidance document that will address the stages of living shoreline design, ecological and engineering considerations, best practices, lessons learned, regulatory considerations, and include specific design

considerations for ten living shoreline habitat approaches. This regional guidance is being prepared in parallel with the site design planning that is the focus of this RFP, and draft guidance documents will be provided for reference when they are available.

5. SCOPE OF WORK

The planning for design, materials, construction methods and equipment, and seasonal timing must take into account and accommodate compliance with all applicable laws and regulations. The selected design team is expected to work with DU and SCC to avoid and minimize design impacts to jurisdictional habitats and species; to develop quantities, footprints, project descriptions, and other information upon request for DU to complete local, state, and federal permit applications and supporting documentation; and to complete California Environmental Quality Act and National Environmental Policy Act documentation; pathway to be determined.

The scope of work is outlined as a series of recommended tasks described below. The Consultant is encouraged to make modifications and recommendations based on their experience so that the services provided meet the design needs of this project. Assumptions pertaining to the level of effort or additional scope of work should be included in the proposal.

Task 1 – Project Administration and Communication

This task will be used to provide all technical and administrative services associated with performance of the work, including participation in team meetings. The design team shall assume the following meetings:

- (1) Site visit with the RALS – East Bay Design Team, DU, SCC, and landowners
- (15) Online monthly progress meetings throughout the project
- (3-4) ~Quarterly to bi-annual meetings with the other two regional design teams for SF and Marin, at major milestones of feasibility assessments, concept designs, and preliminary designs to share information and synergies, and avoid any major conflicts or discrepancies in design planning for the 10 RALS sites.

Task deliverables:

- Summary of meetings and calls in electronic format.

Task 2 – Data Collection and Analysis

The consultant shall review existing prior project/monitoring data, current site data, and regional goals information provided by the Conservancy and/or DU and process that data as necessary for inclusion and consideration into the design work. If additional data collection is necessary to support the design effort beyond that listed in Section 4 – Existing Data, the scope of data collection should be described in the proposal.

Task 3 – Cogswell Marsh Living Shoreline Design

This task will be used to identify site opportunities and constraints, perform a feasibility assessment, and develop conceptual, 30%, and 60% designs. Designs will be developed with substantial input from DU, the Conservancy, landowners, related projects and expected collaborators, and other interested parties.

Task deliverables:

- Memorandum detailing existing conditions, opportunities, and constraints
- Memorandum detailing a feasibility assessment that includes engineering, ecological, and environmental compliance perspectives, and includes a ranking matrix with discussion to evaluate different options against design criteria that includes but is not limited to: physical and ecological conditions and opportunities, landowner processes and preferences, regulatory considerations, site access considerations, materials availability and sourcing, construction and equipment considerations, existing human uses, community input, and other factors.
- Draft and Final Basis of Design Memorandum and Maps, updated at 10% and 30% design benchmarks. The 30% level BOD Memorandum shall address temporary and permanent impacts, ecological and physical outcomes, material quantities and sourcing, construction and equipment approaches, and be accompanied by an Engineers Estimate of Probable Construction Cost.
- Draft and Final 60% Design Plans and Specifications

Task 4 – Emeryville Crescent Living Shoreline Design

This task will be used to identify site opportunities and constraints, perform a feasibility assessment, and develop conceptual, 30%, and 60% designs. Designs will be developed with substantial input from DU, the Conservancy, landowners, related projects and expected collaborators, and other interested parties.

Task deliverables:

- Memorandum detailing opportunities and constraints
- Memorandum detailing a feasibility assessment that includes engineering, ecological, and environmental compliance perspectives, and includes a ranking matrix with discussion to evaluate different options against design criteria that includes but is not limited to: physical and ecological conditions and opportunities, landowner processes and preferences, regulatory considerations, site access considerations, materials availability and sourcing, construction and equipment considerations, existing human uses, community input, and other factors.
- Draft and Final Basis of Design Memorandum and Maps, updated at each design benchmark at concept and 30% designs. The 30% BOD Memorandum shall address temporary and permanent impacts, ecological and physical outcomes, material quantities and sourcing, construction and equipment approaches, and be accompanied by an Engineers Estimate of Probable Construction Cost.
- Draft and Final 60% Design Plans and Specifications

Task 5 – North Basin Living Shoreline Design

This task will be used to identify site opportunities and constraints, perform a feasibility assessment, and develop conceptual, 30%, and 60% designs. Designs will be developed with substantial input from DU, the Conservancy, landowners, related projects and expected collaborators, and other interested parties.

Task deliverables:

- Memorandum detailing opportunities and constraints
- Memorandum detailing a feasibility assessment that includes engineering, ecological, and environmental compliance perspectives, and includes a ranking matrix with discussion to evaluate different options against design criteria that includes but is not limited to: physical and ecological conditions and opportunities, landowner processes and preferences, regulatory considerations, site access considerations, materials availability and sourcing, construction and equipment considerations, existing human uses, community input, and other factors.
- Draft and Final Basis of Design Memorandum and Maps, updated at concept and 30% design benchmarks. The 30% level BOD Memorandum shall address temporary and permanent impacts, ecological and physical outcomes, material quantities and sourcing, construction and equipment approaches, and be accompanied by an Engineers Estimate of Probable Construction Cost.
- Draft and Final 60% Design Plans and Specifications

Task 6 – Point Isabel Living Shoreline Design

This task will be used to identify site opportunities and constraints, perform a feasibility assessment, and develop conceptual, 30%, and 60% designs. Designs will be developed with substantial input from DU, the Conservancy, landowners, related projects and expected collaborators, and other interested parties.

Task deliverables:

- Memorandum detailing opportunities and constraints
- Memorandum detailing a feasibility assessment that includes engineering, ecological, and environmental compliance perspectives, and includes a ranking matrix with discussion to evaluate different options against design criteria that includes but is not limited to: physical and ecological conditions and opportunities, landowner processes and preferences, regulatory considerations, site access considerations, materials availability and sourcing, construction and equipment considerations, existing human uses, community input, and other factors.
- Draft and Final Basis of Design Memorandum and Maps, updated at concept and 30% design benchmarks. The 30% level BOD Memorandum shall address temporary and permanent impacts, ecological and physical outcomes, material quantities and sourcing, construction and equipment approaches, and be accompanied by an Engineers Estimate of Probable Construction Cost.
- Draft and Final 60% Design Plans and Specifications

Construction and restoration implementation, and post-construction monitoring, are not part of this RFP, but will be undertaken through future grants or contracts arranged by each landowner

or manager in coordination with the Conservancy.

DU prefers to hire one entity that may include a team of subcontractors who can accomplish all tasks in the Scope section above. DU reserves the right to select either one, or multiple, firms/teams depending on the qualifications that best match each of the tasks associated with the project detailed in the scope of work below.

It is DU's intent to negotiate a second phase of the project with the successful design team to continue the work from 60% to construction ready plans and specifications. The decision to award a second phase of the project is solely up to DU and will be predicated upon successful performance in phase 1 and satisfactory contract negotiations. DU and landowners may or may not work with the same entity on a future phase that includes final design planning and construction implementation.

6. REQUIREMENTS

This section outlines the requirements that must be met by the consultant to be considered for the proposed contract, the schedule for consultant selection, and information on the required form and content of the submittal.

A. General requirements

- The consultant must hold current, valid, and appropriate licensure, registrations and certifications, to do work in the State of California.
- The firm must be registered with the California Secretary of State to do business in the State of California.
- The project manager and the lead firm's office (if a consultant team) should be located in the San Francisco Bay Area. The project manager should be an employee of the lead consultant firm. The consultant must guarantee that the project manager will be made available to the project for the duration of the project (unless the individual leaves the firm).
- The consultant's project staff shall be available to meet with the DU and other key stakeholders on a regular basis and shall keep the DU advised of work progress.
- All contract deliverables shall be submitted electronically in PDF format.

B. Required knowledge, skills, and experience

Responses to this RFP should provide sufficient information to enable DU to determine the degree to which the firm/team possess the following knowledge, skills, and experience.

- General knowledge of the San Francisco Bay ecosystem and existing plans and policies pertaining to shoreline, intertidal, and subtidal restoration and enhancement in the Bay Area.
- Planning and design experience in shoreline, intertidal, and subtidal projects, including installation and removal/demolition of structures, and habitat restoration design and monitoring. design experience with an emphasis on physical and biological habitat restoration design in terrestrial, shoreline, intertidal, and shallow and deep subtidal zones.

- General familiarity with benthic and estuarine ecological impact analysis, terrestrial and aquatic environmental regulation and permitting.
- Managerial experience and strong communication skills by the proposed project manager.
- Collaborative project design experience and integrating feedback from multiple stakeholders.

C. Other requirements

- DU's Standard Consultant Agreement and grant flow down conditions are provided in Attachment C of this RFP. The consultant shall review and submit any requested changes to the Standard Consultant Agreement with the proposal for consideration. Requests for changes will not be accepted after proposal submission. Comments do not count towards proposal page requirements.
- 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 five percent (5%) will be withheld, until all work is completed to the satisfaction of DU.

6. PROPOSALS

The Consultant's proposals shall be succinct and include no more than 10 pages, with an attachment providing staff expertise and relevant experience that is no more than 10 pages. This RFP provides an overview of the project and offers suggestions as to the project requirements. Consultants are urged to recommend any additional tasks necessary to complete these requirements. Please do include a cover sheet that identifies the team, but do not include any graphics, cover letter, section dividers, or colored fonts.

The proposed living shoreline design approach(es) for each of the four East Bay sites should be clearly articulated and should have a strong focus on integration of ecological habitat methods and ecological protection into the engineering design. The proposing consultant team should have experience with innovation in shoreline adaptation designs, willingness to incorporate new methods that better integrate intertidal and subtidal habitats into shoreline protection, and willingness to collaborate across sectors and agencies and share non-proprietary living shoreline design information. Information to be included in the submittal should include approach, team organization, schedule, estimated workload allocation, qualifications and personnel, resumes, and certifications.

Proposals are due by **3:00 pm** on 10/30/25 **should be emailed in PDF format to Steve Carroll at scarroll@ducks.org and Marilyn Latta at marilyn.latta@scc.ca.gov**. The proposal must outline the Project's deliverables and the tasks required to complete it. The proposal and relative attachments shall be submitted in 8½" by 11" (or 11" by 17" format), clearly marked and appropriately affixed to one another.

A Statement of Probable Cost (or fee estimate) shall be affixed to the proposal as Schedule A. The fee estimate shall consist of an itemized matrix, which identifies the tasks necessary to complete the deliverables, proposed charge rates and materials needed, and number of hours estimated by team entity and member to complete the tasks. Associated costs for each task shall be summed up to show the consultants' estimate of total cost to complete the work. The fee estimate shall be supplied in a separate, sealed envelope (or PDF file) and clearly labeled as such.

A conceptual work schedule shall also be included in a matrix form as Schedule B. Each task shall be identified by indicating draft and final deliverables and assumed start dates and completion dates (day/month/year). It is the intent of this RFP that the successful candidate begins working on this project upon being awarded.

Ducks Unlimited will select a successful candidate on the basis of the following parameters: 1) qualifications and prior experience; 2) project approach and innovation; 3) demonstration of understanding of project goals and objectives; 4) demonstration of understanding of site conditions, nature-based engineering, ecological enhancement and protection, and design challenges; 5) schedule; and 6) cost. While cost is a parameter for scoring the proposals, proposals will be evaluated on the other parameters prior to opening the attached cost to remain unbiased. Short lists, interviews, and proposal presentations may or may not be used as a part of the selection criteria and shall be at DU's discretion.

All questions should be submitted by email to Steve Carroll at scarroll@ducks.org and Marilyn Latta at marilyn.latta@scc.ca.gov. Original questions and responses may or may not be provided to all candidates at our discretion. Consultants may choose to submit for more than one regional RFP. DU, the Conservancy, and landowners may suggest modifications to the top candidate regarding team composition and/or approach.

7. TIMELINE

- A pre-proposal informational meeting will be held on November 14, 2025 from 11:00 am to 12:00 pm.
- Proposals are due by **3:00 pm on December 1, 2025.**
- Reviews will be conducted by DU, SCC, and landowners from **December 1, 2025 to December 18, 2025.**
- Interviews, if needed, will be scheduled **December 12, 2025..**
- Selection will be made by **December 18, 2025..**
- Contracts will be executed by **January 15, 2026..**
- The performance period for the planning and design will be 12 months (**January 15, 2025 through January 15, 2027**).

ATTACHMENT A – SITE AND VICINITY MAPS



Figure 1. Maps of RALS 10 Central Bay Project Sites including the Four East Bay Sites

Note that the maps show general project areas for context, but specific project areas are to be confirmed by the hired design team after data review and confirmation with DU, SCC, and landowners. Also note that the baseline data layer is the SFEI Baylands Habitat Map and does not include intertidal and subtidal habitat data.

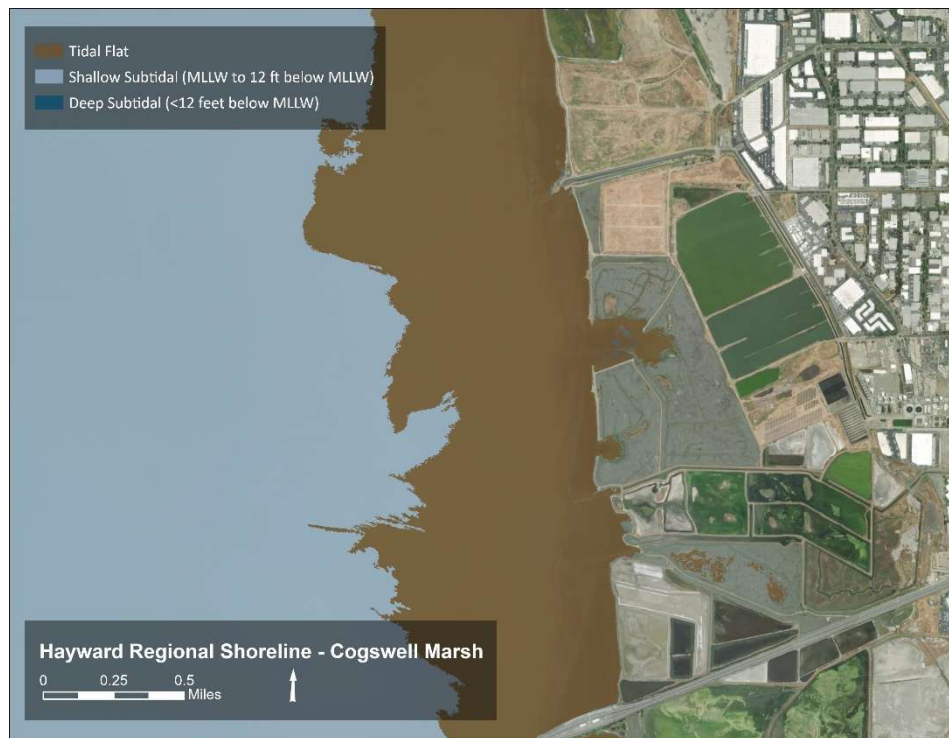


Figure 2. Cogswell Marsh near Hayward, California.

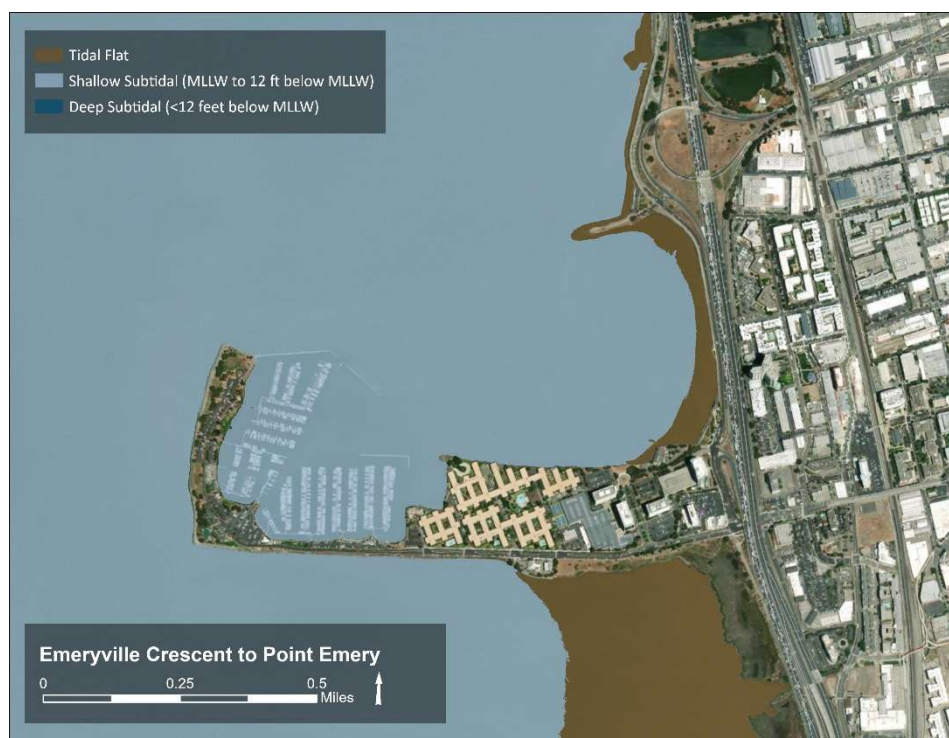


Figure 3. Emeryville Crescent at the intersection of Interstate 80 & 580 in Emeryville, California

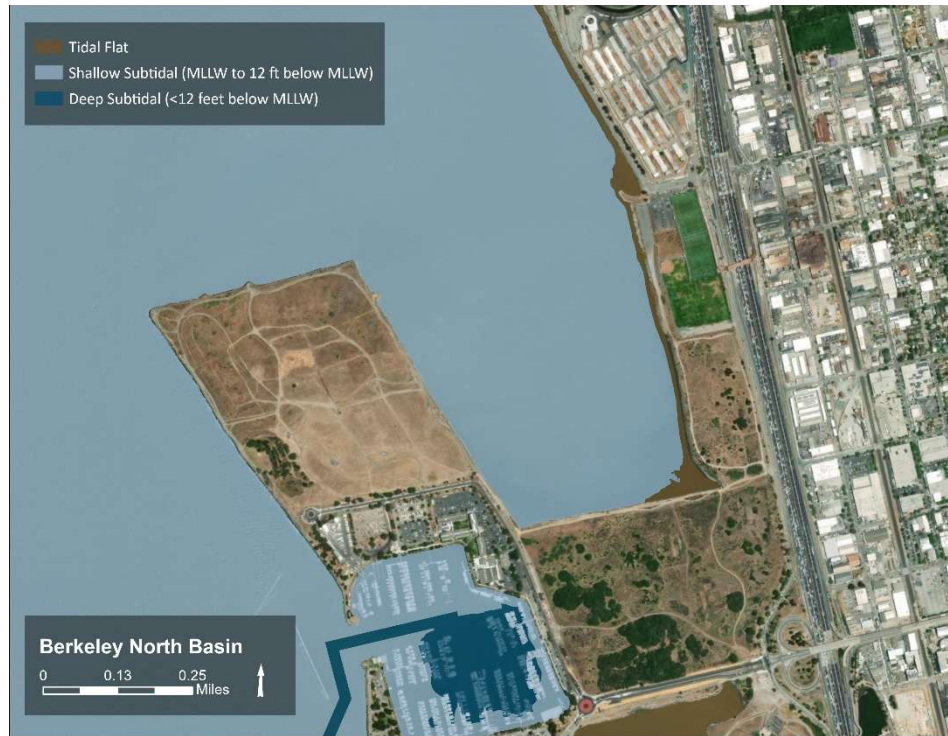


Figure 4. North Basin, located to the west of Berkeley, California, near the Berkeley Marina

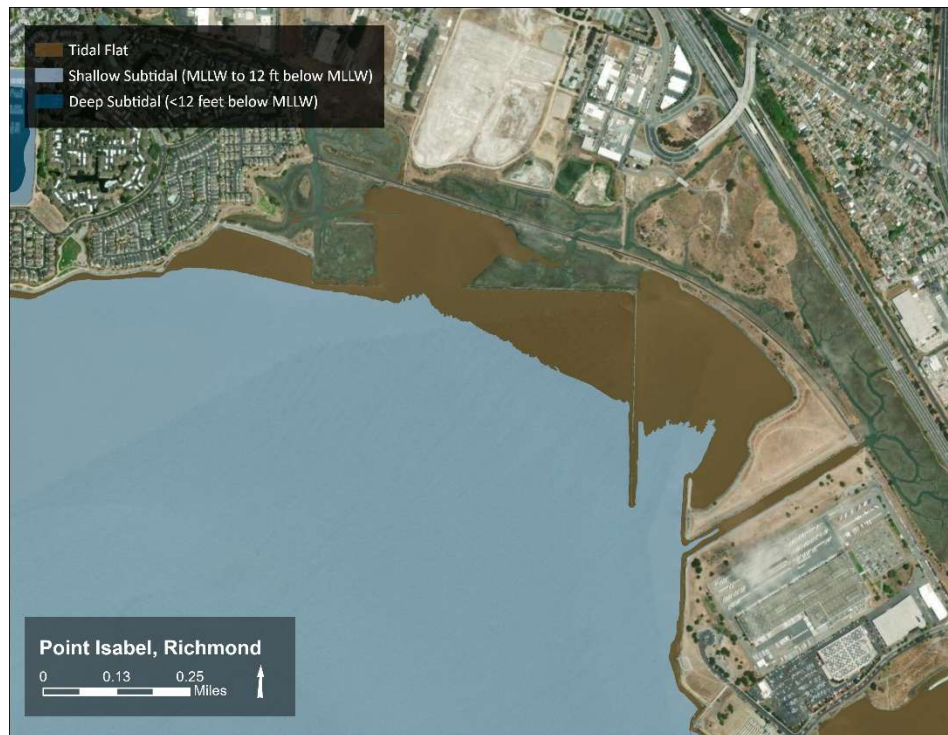


Figure 5. Point Isabel, located in Richmond, California.

ATTACHMENT B – REGIONALLY ADVANCING LIVING SHORELINES BACKGROUND

REGIONALLY ADVANCING LIVING SHORELINES BACKGROUND

A key goal of the Regionally Advancing Living Shorelines Project in SF Bay is to plan and permit ten new living shoreline climate adaptation projects in a collaborative, programmatic manner to increase efficiency and serve as a model for other living shorelines projects in the region. Tremendous restoration opportunities exist in San Francisco Bay and the wetlands and other intertidal and shallow subtidal habitats at its edge, known as baylands. Sea level rise and other climate impacts such as heat waves, atmospheric rivers, and storm induced erosion will dramatically transform the San Francisco Bay shorelines and nearshore habitats. Hard armoring has been the national and regional default approach and will be proposed in many locations and may be warranted in certain circumstances. At the same time, nature-based solutions, and combinations of gray green solutions are preferred for their habitat benefits and are key priorities for the Conservancy, landowners, regulatory agencies, conservation partners, and others. There is substantial and growing support for nature-based adaptation approaches by the California Natural Resources Agency and State Coastal Conservancy, San Francisco (SF) Bay Regional Water Quality Control Board, SF Bay Conservation and Development Commission, SF Bay Restoration Authority (SFBRA), SF Bay Joint Venture, and others. They are identified in several regional planning documents, including the San Francisco Bay Subtidal Habitat Goals Report (SCC 2010), Baylands Goals Climate Change Update Report (SCC 2015), San Francisco Bay Adaptation Atlas (SFEI 2018), CRNA Climate Adaptation Strategy, SF Bay Regional Board Basin Plan, BCDC Subregional Adaptation Plan Guidance, and other key policy documents in SF Bay and California. Nature-based adaptation planning efforts completed by these partners are important for setting policy direction, funding priorities, and institutional support and engagement. Beyond this, more detailed design guidance is needed on how to initiate and construct high quality living shoreline projects, which also recognizes and includes strong recommendations for local community input and engagement in co-creating designs and making sure projects consider locally specific species, habitats, community priorities, and landowner needs.

Regionally, climate risk assessments by many jurisdictions are in process or have generally been completed, but specific adaptation plans and guidance on effective and sustainable nature-based adaptation methods haven't been substantially developed. This project seeks to advance these gaps through technical-to-community regional engagement and workforce development, site-specific design planning, and new resources and design guidance to advance regional uptake, support, and involvement in living shoreline project development. This project includes implementation of living shorelines at ten locations around San Francisco Bay and each site will include a suite of nature-based habitat approaches specifically tailored to that site. The project leadership team and partners have identified ten multi-benefit habitat approaches that may be used alone or in combination, as follows:

1. Nearshore reef restoration
2. Eelgrass bed plantings
3. Shoreline vegetation plantings
4. Sand, gravel, cobble beach restoration
5. Woody debris, small scale sediment addition, high tide islands
6. Invasive species prevention and removal
7. Rocky intertidal/seaweed enhancements

8. Biologically enhanced rock slopes
9. Vertical green-grey living seawalls
10. Derelict piling and debris removal

This list is not all-inclusive and proposals for other nature-based habitat approaches are also encouraged where approaches are suitable.

Ten Living Shorelines Locations: The locations of the ten living shoreline projects are in three heavily urbanized reaches of the shoreline (San Francisco shoreline, Marin – Tiburon to San Rafael, and East Bay - Hayward to Richmond). The areas include a mix of both highly modified areas of anthropogenic fill and natural shoreline conditions including tidal marshes and mudflats, coarse grain sand and gravel beaches, and rocky intertidal areas that extend down into the submerged nearshore aquatic habitats, which include shellfish, eelgrass, seaweed, sand beds and other important fish and wildlife habitats. These shorelines are adjacent to underserved frontline communities that are currently impacted by coastal erosion, flooding, and storm events, and at high future risk from more severe flooding, sea level rise (SLR), and other coastal hazards.

Site Geography and Ownership: These sites occur on the lands of multiple landowning partners, including Port of San Francisco, Estuary and Ocean Science Center, Marin Audubon, The Nature Conservancy, California Department of Fish and Wildlife, East Bay Regional Park District, City of Richmond, City of Emeryville, City of Berkeley, and other landowners as determined by a parcel search that the Conservancy will conduct. The Conservancy will lead landowner coordination efforts along with respective non-profit leads for the three regional design RFP's, described below.

Non-profit partners build capacity by leading three design teams: The living shorelines designs will be developed by three design teams based on regional location and non-profit leadership as follows, San Francisco (three sites let by Golden Gate Bird Alliance; GGBA), Marin (three sites led by Marin Audubon Society; MAS), and East Bay (four sites led by Ducks Unlimited; DU; the subject of this East Bay RFP).

Coordination, collaboration, and innovation: The Conservancy and RALS partners have developed a coalition-based approach with a focus on increasing knowledge transfer between agencies to increase the interest, uptake, and participation in developing and implementing living shorelines. The intent of the project approach is to build on past project best practices and lessons learned, integrate new ideas and information into living shorelines site designs, and widely share design concepts in order to get input from the Conservancy, landowners, and others. This approach takes more time and effort but is expected to result in improved partnerships and capacity-building, and shoreline adaptation that maximizes ecological enhancement and integration of green infrastructure that increased short and long term resilience.

ATTACHMENT C – DUCKS UNLIMITED STANDARD CONSULTANT AGREEMENT



CONSULTANT: _____
PROJECT: REGIONALLY ADVANCING LIVING SHORELINES – EAST BAY SITES
PROJECT NO.: US-CA-561-100

CONSULTANT AGREEMENT

THIS AGREEMENT, is entered into as of the _____ day of _____, 202__, between _____ (hereinafter referred to as the "Consultant") and DUCKS UNLIMITED, INC. (hereinafter referred to as "DU").

WHEREAS the Consultant on the __ day of _____, 202__, made a proposal to DU to perform certain work and provide certain services in relation to the _____ project in the State of _____; and

WHEREAS DU wishes the Consultant to perform work and provide services referred to in this Agreement;

NOW, THEREFORE, in consideration of an amount not to exceed \$ _____ to be paid to the Consultant by DU and the other covenants and obligations contained herein, all subject to and in accordance with the terms and conditions of this Agreement, the parties hereto agree as follows:

I. SCOPE OF WORK AND SERVICES

See attached Schedule A.

II. TERMS, METHOD AND TIME OF PAYMENT

The Consultant shall be paid for the performance of the services in an amount not to exceed _____ Dollars (\$ _____) ("Compensation"). Payment of the Compensation shall be processed upon receipt and approval of monthly invoices, which approval shall not be unreasonably withheld, conditioned, or delayed. Payment shall occur within thirty (30) days of DU's receipt of the payment invoice.

DU is entitled, but is under no obligation, to retain the maximum amount of retainage permitted by state law. Should DU retain funds as permitted by state law, DU will comply with any additional obligations under state law, including any applicable obligations to segregate funds.

III. PROFESSIONAL RESPONSIBILITY

The Consultant agrees that in the provision of the services hereunder, the Consultant shall exercise the standards of care, skill, and diligence normally provided by professional consultants and professional persons engaged in performance of services with respect to similar work. The Consultant agrees to indemnify and save harmless DU from any and all actions, claims, accounts, demands, or injuries that may arise or be occasioned to DU by the aforesaid work and

services howsoever arising, including any monetary loss resulting from the Consultants failure to act in accordance with the standards of professional responsibility set out herein.

IV. COMPLIANCE WITH LAWS

The Consultant shall, in the performance of the services, observe and abide by all applicable laws, rules and regulations of the federal, state, and municipal bodies having jurisdiction in the location where the services are performed. In addition, the Consultant shall comply with the required flowdowns as provided in the attached Schedule B.

V. PROPERTY

Any reports; data gathered, acquired, prepared or caused to be prepared; work notes, preliminary versions or drafts of reports and documents; products; materials; software; source code and processes prepared or caused to be prepared by the Consultant pursuant to this Agreement (collectively “Work Products”) are owned by DU and are works made for hire within the meaning of the United States Copyright Act. As such, all copyrights in said Work Products shall vest in DU and DU shall own the exclusive right to, among other things, use, prepare derivative works based upon, license, sell or otherwise dispose of any such Work Products. If any such Work Products are not work made for hire, the Consultant hereby assigns to DU all right, title and interest, including all copyright, all assignable moral rights and all other legal and equitable rights in the Work Products including, but not limited to, the exclusive right to use, prepare derivative works based upon, license, sell or otherwise dispose of the Work Products. Consultant waives all claims of proprietary or moral rights in the Work Products or in any derivative works based on the Work Products. Consultant shall provide all assistance reasonably requested by DU in the establishment, preservation and enforcement of DU’s ownership in the Work Products. Consultant shall not be entitled to use for its own benefit, or provide, deliver or transfer Work Products or copies or extracts therefrom or the information contained therein, or used to compile the same to any other person or organization without the prior written authorization of DU. Reuse of Work by DU for any purpose other than the intended under this Agreement, shall be at DU’s sole risk and without legal liability or exposure to Consultant. DU shall indemnify, defend, and hold harmless Consultant against any claims, damages, or expenses, including attorney’s fees, resulting from said reuse.

VI. CONFIDENTIAL INFORMATION AND MATERIALS

Consultant understands that during the course of service for DU, Consultant may become aware of confidential information including, but not limited to, Work Products; DU donors and members; DU contractual arrangements or cooperative relationships; internal DU corporate policies; DU fiscal, budget or salary information; source code; processing or programming techniques; compensation received under this Agreement; and information classified by government agencies (“Confidential Information”). Consultant shall, and shall cause its employees to; hold Confidential Information in confidence; to use Confidential Information only for work to be performed by Consultant under this Agreement; to not disclose Confidential Information to any third party without the prior written consent of DU; and to not use the Confidential Information to benefit any third party. However, this shall not include information required to be disclosed by law or regulation including, but not limited to, subpoena, court order or administrative order. This provision shall survive the termination of this Agreement.

VII. ASSIGNMENT

This Agreement shall not be assigned by either party hereto without the prior written approval of the other.

VIII. FORCE MAJEURE

Neither party hereto shall be considered in default in the performance of this obligation hereunder to the extent that performance of such obligations is delayed, hindered, or prevented by force majeure. Force majeure shall be any cause beyond the control of any one or both of the parties hereto which they could not reasonably have foreseen and guarded against. Force majeure includes, but is not limited to, acts of God, strikes, lockouts, fires, riots, incendiarism, interference by civil or military authorities, compliance with regulations or orders of any government authority, and acts of war (declared or undeclared), provided such cause could not have been reasonably foreseen and guarded against by the parties hereto.

IX. TERMINATIONS

- A. DU shall have the right to terminate this Agreement, without cause, by giving not less than ten (10) calendar days written notice of termination. In such event of termination, Consultant shall deliver to DU copies of all reports, documents, and other work performed by Consultant under this Agreement, including, without limitation, electronically-stored data, and, upon receipt thereof, DU shall pay Consultant, as full payment due to Consultant hereunder, all sums due under this Agreement as a percent of work completed effective as of the date of termination, plus approved reimbursable expenses consistent with this Agreement, less any damages incurred or which may be incurred by DU as a result of Consultant's conduct. Consultant shall not be entitled to any lost profit or other payment on work or services not yet performed.
- B. If Consultant fails or refuses to perform or complete properly or timely any of its material obligations or the services required under this Agreement, and if such default is not cured within five (5) calendar days' notice from DU to Consultant, in addition to all other remedies provided by law, DU may, at its sole option, (a) immediately terminate this Agreement; (b) provide any funds, make any reasonable payments, and make any reasonable purchases necessary to cure any such default, and deduct the costs thereof from any money then due or thereafter to become due to Consultant hereunder or otherwise; (c) take possession of all materials purchased and/or provided by Consultant to perform its services, and obtain from Consultant working copies of all project documents, including, without limitation, electronically-stored data, prepared by Consultant for the purpose of allowing DU or another consultant to complete the services or any portion thereof, all of which materials and documents Consultant hereby assigns to DU effective upon any such default by Consultant; (d) employ any other person, persons or consultants to complete the services or any portion thereof in whatever reasonable manner DU may deem expedient; (e) if DU deems that it is not in its best interests to correct defects or deficiencies in the services, materials

or documents supplied or provided by Consultant, DU, at its sole option, may accept such defective or deficient services and deduct the diminution in value from any money then due or thereafter to become due to Consultant hereunder or otherwise; and/or (f) recover any and all damages and take any action DU deems necessary as a result of Consultant's actions or inaction. DU shall have the right to exercise any of the remedies in clauses (a) through (f) above, whether or not it terminates this Agreement.

- C. DU shall have the right at any time to temporarily suspend Consultant's performance hereunder, in whole or in part, by giving written notice of suspension to Consultant. If DU gives such notice of suspension, Consultant shall immediately suspend its activities under this Agreement, as specified in such notice. Consultant shall resume services under the terms and conditions of this Agreement if the Project is resumed within ninety (90) days of written notification of the suspension.
- D. Consultant may terminate its obligations under this Agreement only if Consultant (a) has not received its undisputed fee or other compensation due from DU within sixty (60) days of its due date, (b) after such sixty (60) day period, Consultant has given written notice to DU of Consultant's intent to terminate, and (c) DU fails to pay such undisputed sum within ten (10) days after such notice. Any such termination by Consultant shall be with a reservation of all rights and without prejudice to any other rights or remedies of DU or Consultant.

X. INSURANCE

Notwithstanding any other insurance coverages carried, or required by law to be carried, by the Consultant, the Consultant shall provide, maintain and pay for the following insurance coverage:

- A. Worker's or workmen's compensation, disability benefit and other similar employee benefit acts which are applicable to the work performed at statutory limits;
- B. Employee's Liability Insurance for damages because of bodily injury, occupational sickness or disease, or death of the Consultant's employees at limits of at least \$1,000,000 per occurrence.
- C. Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001). \$1,000,000 with a minimum combined single limit per occurrence for bodily injury, personal injury and property damage.
- D. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto). \$1,000,000 per accident for bodily injury and property damage, combined single limit.
- E. claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to

employment of such person by the Consultant; or (2) by another person at limits of at least \$1,000,000 per occurrence.

- F. Errors and Omissions liability insurance appropriate to the Consultant's profession. Such coverage is to be endorsed to include contractual liability. Limit of liability shall not be less than \$1,000,000 per claim and \$2,000,000 in the aggregate. The retroactive date of such policy must be on or before the date Consultant began offering professional services.

Such insurance coverages shall be purchased from and maintained with a company or companies lawfully authorized to do business in the state in which the Services are performed. Liability coverages shall include: independent contractors coverage and broad form contractual liability coverage. Such coverages shall insure claims which arise out of or result from the Consultant's Services under the Agreement whether such Services are provided by the Consultant or by a subcontractor of the Consultant or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

All insurance coverages required to be obtained and maintained by Consultant under the Agreement written on an occurrence basis: (1) name Ducks Unlimited, Inc., its officers, directors, employees and agents as additional insureds; (2) must be written as primary policy coverage and not contributing with or in excess of any coverage of which DU may carry; (3) must contain an express waiver of any right of subrogation by the insurance company against DU and its employees, officers, directors and agents; and (4) must provide that the policy may not be cancelled unless DU shall have received ten (10) days (or as otherwise provided in the policy, whichever is longer) prior written notice of cancellation. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance or as a separate owner's policy.

Consultant shall deliver to DU, with the signed Agreement, a certificate of insurance and endorsements evidencing that the coverages listed herein are in effect. Except to the extent set forth herein, coverages shall be maintained without interruption from the date of the execution of the Agreement by the Consultant until the termination of the Agreement.

The endorsements should be on forms provided by DU or on other than DU's forms, provided those endorsements or policies conform to the requirements stated in this clause. All certificates and endorsements are required to be received and approved by DU before work commences. DU reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting coverage required by these specifications at any time.

Consultant shall include all subconsultants as additional insureds under its policies or shall furnish separate certificates and endorsements for each subconsultant. All coverages for subconsultants shall be subject to all of the requirements stated above.

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to DU. The General Liability and Errors and Omissions insurance shall remain in full force and effect for at least five (5) years after the completion of the work and services provided under this Agreement.

Neither party shall be liable to the other party in any circumstances for any indirect, economic, special or consequential loss or damage including but not limited to loss of revenue, loss of production or loss of profit.

XI. INDEPENDENT CONTRACTOR

It is understood, covenanted and agreed by and between the parties hereto that the relationship between the Consultant and DU existing and to exist from and after the execution of this Agreement and at all times during the term of same, is that of an independent contractor.

XII. GOVERNING LAW

The parties hereto mutually agree that this agreement shall be construed and governed as to the nature, validity, and interpretation hereof by the laws of the State of _____.

XIII. LIENS

The Consultant thereby undertakes and agrees to comply with all statutory requirements and regulations relating to unpaid workers and suppliers and regards to mechanics' and/or builders' liens, and pay all sums due and owing for materials, labor, and other goods and services provided promptly as and when same are due, including any sums payable to the Worker's Compensation Board or any other regulatory body, in respect of any person employed by the Consultant.

XIV. EXECUTION AND COUNTERPART

This Agreement may be executed in one or more counterparts, each of which when so executed and all of which together shall constitute the same agreement.

XV. DECLARATION

The undersigned hereby certifies that, to the best of his knowledge and belief, the annexed bid has not been prepared in collusion with any other contractor and that the prices, terms and/or conditions thereof have not been communicated by or on behalf of the bidder to any such person and will not be communicated to any such person prior to the official opening of said bid.

XVI. NOTICES

All notices and reports provided for in this Agreement shall be in writing and delivered to the parties at the following address unless changed by written instrument.

Ducks Unlimited, Inc.: _____

Consultant: _____

Such notices, reports, and payments shall be effective when they are actually delivered.

XVII. TIME

Time shall be of the essence hereof. Period of Performance is from date of last signature to _____.

XVIII. AUDIT

- A. Consultant shall be responsible for ensuring the accuracy and propriety of all billing and shall maintain all supporting documentation for the period specified below.
- B. DU will have the right to audit Consultant invoices and all supporting documentation for purposes of compliance with this Agreement for a period of three years following the completion of services under this Agreement.
- C. Upon reasonable notice from DU, Consultant shall cooperate fully with any audit of its billings conducted by DU or its governmental partners and shall permit access to its books, records and accounts as may be necessary to conduct such audits.

XIX. INDEMNIFICATION

The Consultant shall indemnify and save harmless DU from any and all actions, claims, accounts, demands, losses, injuries, and expenses, including attorney's fees and court costs, that may arise or be occasioned to DU by Consultant's performance or lack thereof of its obligations under this Agreement howsoever arising.

XX. ATTACHED SCHEDULES

Schedule A – Scope of Work, Services, and Budget

Schedule B – Supplemental Terms and Conditions (*remove if not applicable*)

In the event of a conflict in terms between the Agreement and any Schedule to the Agreement, the terms of the Agreement shall govern.

THIS AGREEMENT (US-_____) and everything contained herein shall be binding and inure to the benefit of the parties hereto and their respective executors, administrators, successors, and assigns.

IN WITNESS WHEREOF both the Consultant and DU have executed and delivered this Agreement on the day and year first above written.

CONSULTANT

DUCKS UNLIMITED, INC.

Name: _____ Date _____
Title: _____

Name: _____ Date _____
Title: _____

Schedule A: Scope of Work, Services and Budget

Schedule B: Supplemental Terms and Conditions

This Agreement is, in part, funded by a state contract. The below listed supplemental terms and conditions are required by the funding agency, California State Coastal Conservancy (SCC), to be passed on by Ducks Unlimited, Inc. to all contractors and subcontractors.

SCC GRANT REQUIREMENTS:

EARLY TERMINATION, SUSPENSION AND FAILURE TO PERFORM

Before the project is complete, DU may terminate or suspend this contract for any reason by providing the contractor with seven days' notice in writing. In either case, the contractor shall immediately stop work under the contract and take all reasonable measures to prevent further costs to DU. DU shall be responsible for any reasonable and non-cancelable obligations incurred by the contractor in the performance of this contract prior to the date of the notice to terminate or suspend, but only up to the undisbursed balance of funding authorized in this contract. Any notice suspending work under this contract shall remain in effect until further written notice from DU authorizes work to resume.

Before the project is complete, the contractor may terminate this contract for any reason by providing DU with seven days' notice in writing and repaying to DU all amounts disbursed by DU under this contract. DU may, at its sole discretion, consider extenuating circumstances and allow early termination without repayment for work partially completed.

The parties expressly agree to waive, release and relinquish the recovery of any consequential damages that may arise out of the termination or suspension of this contract under this section. 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.

INSPECTION

Throughout the term of this contract, DU and/or SCC shall have the right to inspect the project area to ascertain compliance with this contract.

INDEMNIFICATION AND HOLD HARMLESS

The contractor shall be responsible for, indemnify and hold harmless DU, SCC, its officers, agents, and employees from any and all liabilities, losses, claims, demands, damages, or costs, including, without limitation, litigation costs and attorney's fees, resulting from or arising out of the willful or negligent acts or omissions of the contractor, its officers, agents, contractors, subcontractors, and employees, or in any way connected with or incident to contractor's work under this contract, except for the active negligence or willful acts or omissions of the DU, its officers, agents, or employees. The duty of the contractor to indemnify and hold harmless includes the duty to defend as provided 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 the contractor's work under this contract. Nothing in this contract is intended to create in the public or in any member of it rights as a third-party beneficiary under

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

INSURANCE

Contractor shall procure and maintain insurance, as specified in this section, against claims for injuries to persons and damage to property that may arise from or in connection with any activities of contractor or its agents, representatives, employees, or subcontractors associated with the project undertaken pursuant to this contract. As an alternative, with the written approval of DU, the contractor may satisfy the coverage requirement in whole or in part through: (a) its contractors' procurement and maintenance of insurance for work under this contract, if the coverage otherwise fully satisfies the requirements of this section; or (b) the contractor's participation in a "risk management" plan, self-insurance program or insurance pooling arrangement, or any combination of these, if consistent with the coverage required by this section. Any required errors and omissions liability insurance shall be maintained from the effective date through two calendar years after the completion date. The contractor shall maintain all other required insurance from the effective date through the completion date.

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:

- a. Insurance Services Office ("ISO") Commercial General Liability coverage, occurrence basis (Form CG 00 01) or comparable.
- b. Automobile Liability coverage: ISO Form Number CA 0001, Code 1 (any auto).
- c. Workers' Compensation insurance as required by the Labor Code of the State of California.
- d. Course-of-construction (also known as "Builder's Risk") insurance covering all risks of loss. (Any proceeds of loss payable under this coverage shall be used to replace, rebuild or repair the damaged portions of the facilities and structures constructed under this contract.)

2. Minimum Limits of Insurance. The contractor shall maintain coverage 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 a 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. Course of Construction: | Completed value of the project with no
coinsurance penalty provisions. |
| d. Watercraft Liability (for private vessel)
coverage, if required under 1.d., above: | In the following amounts:
a. Vessels under 26 ft.: \$1,000,000 combined
single limit.
b. Vessels over 26 ft. or vessel involved in
research: \$2,000,000 combined single limit. |

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 DU 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 DU; or in the event of cancellation of coverage due to nonpayment, after ten days' prior written notice to DU. The contractor shall notify DU within two days of receipt of notice that any required insurance policy will lapse or be cancelled. At least ten days before an insurance policy held by the contractor lapses or is cancelled, the contractor shall provide DU with evidence of renewal or replacement of the policy.
- 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. 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 and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - (i) The State of California, its officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations, including completed operations, performed by or on behalf of the contractor including materials, parts or equipment furnished in connection with the work or operations.
 - (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 contract.
- d. Coverage does 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 shall be placed with insurers admitted to transact business in the State of California and having a current Best's rating of "B+:VII" or better or, in the alternative, acceptable to SCC and approved in writing by the SCC Executive Officer.

6. Verification of Coverage. The contractor shall furnish DU with original certificates and amendatory endorsements, or copies of the applicable policy language, effecting coverage required by this clause. All certificates and endorsements are to be received and approved by DU before work commences. DU may require, at any time, complete, certified copies of all required insurance policies, including endorsements affecting the coverage.

7. Subcontractors. The contractor shall require each subcontractor to provide and maintain coverage consistent with the requirements of this section. To the extent generally available, contractor shall also require each professional subcontractor to provide and maintain Errors and Omissions Liability insurance appropriate to the subcontractor's profession and in a

reasonable amount in light of the nature of the project with a minimum limit of liability of \$1,000,000

8. Premiums and Assessments. DU and SCC are not responsible for premiums and assessments on any insurance policy.

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” (“GAAP”) 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 implementation of the project, and the use, management, operation and maintenance of the real property. Time and effort reports are also required. The contractor shall maintain adequate supporting records in a manner that permits tracing from the request for disbursement forms to the accounting records and to the supporting documentation.

Additionally, DU or the State of California may review, obtain, and copy all records relating to performance of the contract. The contractor shall provide DU or its agents with any relevant information requested and shall permit DU 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 retain the required records for a minimum of three years following the later of final disbursement by DU, and the final year to which the particular records pertain. The records shall be subject to examination and audit by DU and the Bureau of State Audits during the retention periods.

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 subcontractors. DU 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.

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 SCC under this contract.

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

The contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other contract. This nondiscrimination clause shall be included in all subcontracts entered into to perform work provided for under this contract.

PREVAILING WAGE

Work done under this grant agreement may be subject to the prevailing wage and other related requirements of the California Labor Code, Division 2, Part 7, Chapter 1, sections 1720-1861. If required by law to do so, the grantee shall pay prevailing wage to all persons employed in the performance of any part of the project and otherwise comply with all associated requirements and obligations.

The Contractor is responsible for determining whether the project is subject to prevailing wage laws, and for complying with all labor laws applicable to the project. The Contractor may also review the SCC publication, Information on Current Status of Prevailing Wage Laws for State Coastal Conservancy Grantees (May 2018), available from SCC on request, which provides general information and is not legal advice to the Contractor on whether the project is subject to prevailing wage laws.