

REQUEST FOR PROPOSALS
PROFESSIONAL ENGINEERING SERVICES FOR
MCINNIS MARSH RESTORATION FINAL DESIGN, AND PREPARATION
OF CONSTRUCTION PLANS AND SPEIFICATIONS

Proposals will be received until 4:30 p.m.,

September 8, 2017

at

Marin County Parks
3501 Civic Center Drive, Room 260
San Rafael, California 94903
Attention: James Raives

JRaives@marincounty.org

(415) 473-3745



SECTION 1: INTRODUCTION

Overview

The County of Marin (County), through the Marin County Parks (Parks), department is seeking proposals from qualified consultants to prepare a final design and plans and specifications for construction of the McInnis Marsh Restoration Project to full tidal conditions. The work shall include, but not be limited to, geotechnical investigation and assessment of existing levees and design of proposed levees, hydraulic modeling of the existing and proposed project conditions both on-site and to adjacent areas, and final ecological design and cost estimates of the restoration project. The selected consultant shall complete a CEQA project description and a set of construction plans and specifications for bidding by qualified contractors. This wetland area is located within McInnis Park, San Rafael, California (Figure 1).

McInnis Park is a regional facility that provides developed recreational opportunities, such as softball fields, multi-use fields, batting cages, golf and miniature golf courses, skate park, tennis courts, hiking trails, and areas for nature viewing. On the eastern side of the park, are 180 acres of diked historic tidelands. In the early 1900s, previous landowners installed non-engineered levees around the wetland and used the area for agricultural purposes. At current sea level elevations, the marsh and portions of the park flood at extreme high tides, such as king tides and storm surges. Parks expects this problem to worsen as sea level rises. Additionally, Parks is concerned that the existing levees, which were not designed to address increase storm intensity resulting from climate change, are in danger of failing altogether. To address these flooding concerns, to protect endangered species habitat, and to restore tidal wetlands, Parks is proposing to remove the existing levees, construct a new horizontal levee on the west side of the marsh, incorporate approximately 100,000 cy of dredged sediments from the adjacent Gallinas Creek project, and create breaches into the adjacent Miller and Gallinas Creeks in order to restore the site to full tidal conditions and protect endangered species habitat, including saltmarsh harvest mouse (*Reithrodontomys raviventris*) and Ridgway's rail (*Rallus obsoletus*) habitat.

The project is a partnership among Marin County Parks, Las Gallinas Valley Sanitary District, and Marin County Flood Control and Water Conservation District. The partner agencies will be participating in all parts of the project including review of draft documents, public meetings, and conference calls.

The specific major elements of this RFP scope are as follows:

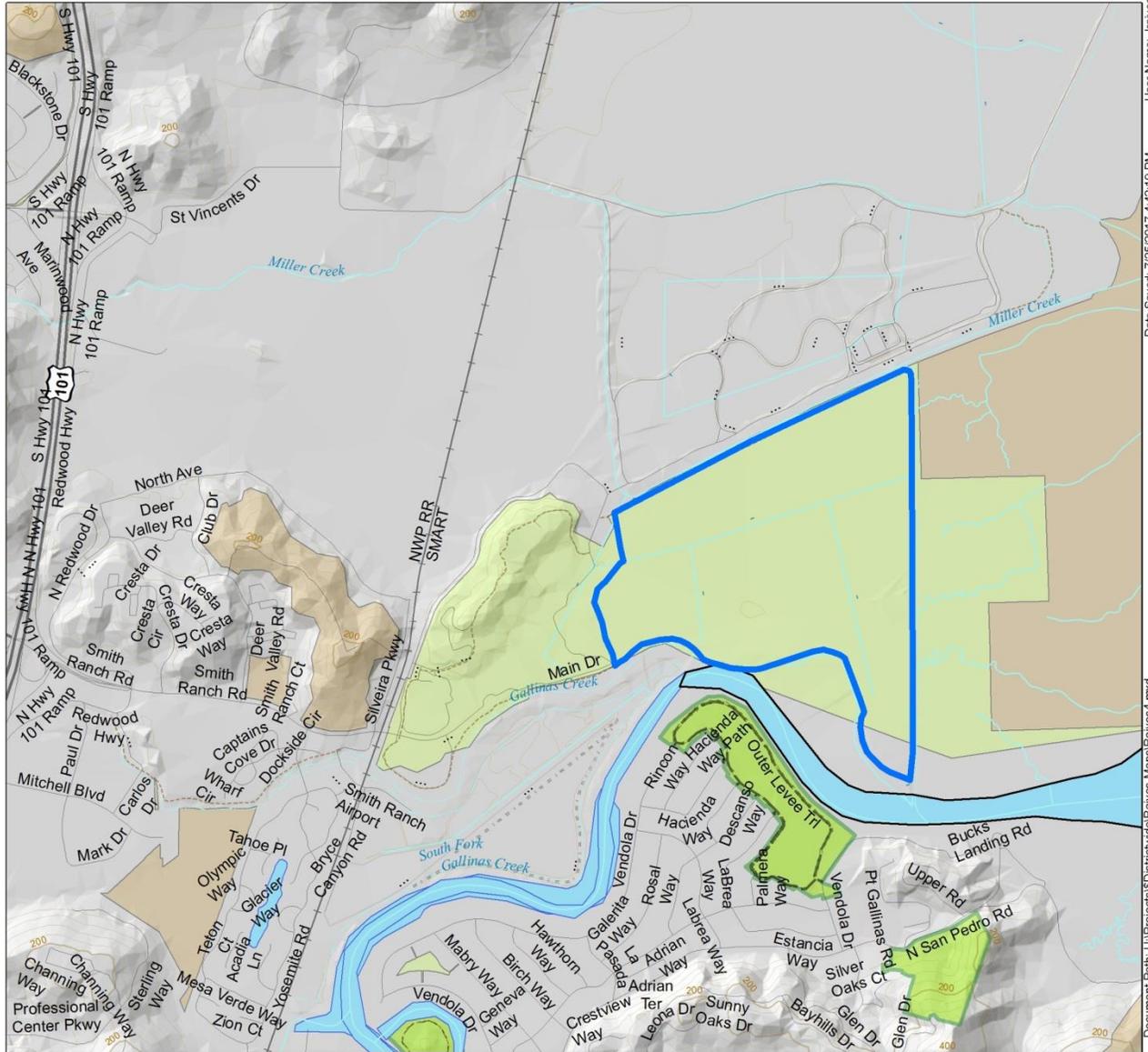
- Final design including, but not limited, to hydraulic modeling, geotechnical investigation and engineering, and civil engineering for the levee and creek breaches, trail design, and landscaping plans to create the appropriate wetland habitat to improve wildlife habitat. This element also includes preparation of plans and specifications for construction of a horizontal levee including new trail and native landscaping, existing levee removal, and breaches into both Miller and Gallinas Creeks
- Geotechnical investigation for the new horizontal levee, removal of existing levees, and reuse of these materials to construct a new horizontal levee
- Hydraulic modeling of: (1) impacts to Miller and Gallinas Creeks from proposed breaches into the creek; (2) ecological design; (3) formation of tidal channels within the marsh area; (4) sediment accretion; and (5) wind-wave energy that may prevent deposition of sediment.

Figure 1, Location Map



MCINNIS MARSH RESTORATION

Location Map



- Other Public Lands
- Marin County Parks
- McInnis Marsh
- Open Space Preserves

Property Boundaries are general depictions and are not survey accurate

1 inch = 1,481 feet

0 1,400 2,800 Feet

0 0.3 0.6 Miles



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Under contract with Parks, Kamman Hydrology and Engineering (KHE) prepared a site conditions report and feasibility study (Kamman, 2016) that looked at conceptual restoration alternatives (Exhibit 1 & 2). This report identifies five conceptual alternatives for the restoration of McInnis Marsh, including the preferred alternative (Alternative D), tidal wetlands restoration with breaches to Miller and Gallinas Creeks. The selected consultant shall review this report and note any issues and unresolved questions from the conceptual design report that should be addressed in the final design. Consultants shall submit a list of such issues along with a brief description with their bid submittal to be reviewed by the County and potentially discussed during consultant interviews.

Project Development

The selected consultant shall review and use the results of the McInnis Marsh Existing Conditions Site Report (KHE, 2015) and the Feasibility Study and Alternatives Analysis Report (KHE, 2016) as part of the final design work. In addition, the consultant shall review the grant agreement between the California Department of Fish and Wildlife (CDFW) and the County of Marin and incorporate any relevant requirements into the final project design. Parks must complete final designs and environmental compliance (through a separate RFP), including CEQA and permitting, by the end of 2020. In order to meet this schedule Parks must have a final design report and initial CEQA project description by June 30, 2018, or sooner. Therefore, completion of final design tasks for this project is the highest priority of this RFP.

The project includes the removal of exterior and interior levees within the project site, constructing a new “horizontal levee” to provide flood protection and habitat benefits. The consultant shall evaluate the suitability for reuse of material from the existing levees to construct the new horizontal levee. The new levee will be designed to incorporate native wetland, transitional, and terrestrial vegetation and will include a public access trail and interpretive/viewing areas. In addition, the project includes the breaches into both Miller and Gallinas Creeks.

This project also includes the evaluation of required improvements of approximately 1,500 feet of levee along Gallinas Creek, west of the marsh. This levee protects the golf course and other park facilities from flooding under current and 2030 levels of sea level rise¹ and includes approximately 550 linear feet of existing low sections of this portion of the levee that water overtopped during the king tides on January 11, 2017. The project will also include the improvements to existing levees west of the project site (Figure 2). These levees are between Gallinas Creek and the golf course and are not adequate to protect existing park facilities from high tide and flooding events.

¹ Marin County Parks is relying on the sea level rise scenarios described in the BayWAVE Vulnerability Assessment, http://www.marincounty.org/-/media/files/departments/cd/planning/slr/baywave/scenario-guidance-sheet_final.pdf?la=en

Figure 2, Levee Low Point



MCINNIS MARSH RESTORATION

Site Details

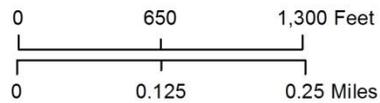


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McInnis Marsh

Property Boundaries are general depictions and are not survey accurate

1 inch = 669 feet



The CDFW grant agreement requires Parks to submit progress reports, draft plans, and summaries of any technical studies. Where relevant to work required by this contract, the contractor will submit the following:

1. Quarterly Reports on the status of technical and engineering studies
2. Draft and final design report with technical and engineering studies
3. Draft and final 30% designs
4. Draft and final 65% designs
5. Draft and final 90% designs
6. Draft and final 100% designs

The scope of this RFP includes the following tasks:

- Geotechnical investigation for the proposed horizontal levee location
- Geotechnical analysis of the existing levees (including engineering suitability and presence of contaminants) for reuse of the material and to determine the appropriateness of reusing this material for construction of the levee or as fill within the marsh area
- Geotechnical and hydraulic analysis to develop the design and evaluate the impacts from breaches into Miller and Gallinas Creeks

Design plans for restoration project with draft and final plans at 30%, 65%, 90% and 100%

Background

McInnis Marsh is located at the confluence of Miller and Gallinas creeks in San Rafael, California. The Gallinas Creek watershed is located the eastern side of Marin County between the Miller and San Rafael watersheds. The 5.6-square-mile basin has two main drainage areas. The north fork is the larger of the two drainages and flows from the ridgeline through Santa Margarita Valley and the community of Terra Linda to its confluence with South Gallinas Slough near McInnis Park. South Gallinas Slough is fed by several small tributaries that originate in the San Rafael Hills and San Pedro Ridge and flow through the highly urbanized communities of San Rafael Meadows and Santa Venetia.

The Miller Creek watershed covers 12 square miles with 30 miles of channels. Miller Creek flows eastward from open space and private ranches on Big Rock Ridge through multiple housing developments, including Miller Creek Estates and Marinwood, until it passes under Highway 101 and enters the baylands.

Historically, McInnis Marsh was an estuary at the confluences of these two streams. During periods of flood and high tide, these creeks once flowed unimpeded through a network of tidal wetlands, converging in the Gallinas Creek baylands. Historically, Miller Creek was a distributary channel/delta network that delivered water and sediment over a broad swath of transitional bay margin. When Miller Creek flooded this bayland complex, water flowed south to Gallinas Creek. The area supports habitat for a variety of threatened, endangered, and other special-status species including; steelhead trout (*Oncorhynchus mykiss*), Ridgway's rail (*Rallus longirostris obsoletus*), salt marsh harvest mouse (*Reithrodontomys raviventris*), black-tailed jackrabbit (*Lepus californicus*), northern harrier (*Circus cyaneus*), and California black rail (*Laterallus jamaicensis ssp. coturniculus*).

In the early 1900s, the landowner at the time built a series of levees around the property in order to use the land for agricultural purposes. The County of Marin acquired the property in the early 1970s and developed a regional park. The park supports active recreational activities and includes outdoor soccer and softball fields, a nine-hole golf course, a miniature golf course,

driving range, batting cages, tennis courts, a skate park, boat launch, and picnicking and hiking areas. Marin County Parks recently completed an update to its master plan for the park and is in the process designing some of the improvements identified in the plan, including realignment of the access roads and parking areas, reconfiguration of the sport fields, and construction of a new dog park among other proposals. None of this work will occur in the immediate vicinity of the marsh.

In 2013, Marin County Parks received a grant from the California State Coastal Conservancy to prepare a feasibility study to restore the diked wetlands at McInnis Park. Its consultant, Kamman Hydrology and Engineering, prepared a site conditions report and feasibility study. The feasibility study established the goals for the project, which are as follows:

- Maximize the ecological values now and in the future within McInnis Marsh by:
 - Re-establishing the natural tidal and fluvial processes to McInnis Marsh and the estuaries of Miller and Gallinas Creeks
 - Creating additional nesting, foraging, and refugia habitat for the saltmarsh harvest mouse, Ridgway's rail, California black rail, and other wildlife
 - Expanding estuarine conditions to both Miller and Gallinas Creeks to support steelhead and other fish species
 - Creating access to a migration corridor for fish and wildlife via Miller Creek
- Increase the natural geomorphic capacity of the corridor to adapt to sea level rise
- Maintain public access to the shoreline
- Protect existing park and water treatment facilities

The feasibility study identified five conceptual designs for restoration and habitat improvements within the marsh. The design concepts ranged from modifying the management of the area to improve habitats to removal of all the existing levees with low-flow channels into both Miller and Gallinas creeks. The preferred alternative includes removing existing levees, reconnecting fluvial and tidal flows into Miller and Gallinas Creeks, constructing a new horizontal levee with a fully accessible public access trail and interpretive signs, and beneficial reuse of dredged material from Gallinas Creek. The connection to lower Gallinas Creek provides a unique opportunity in that the outlet tidal channel from the bay up to the project site is subtidal, and therefore, provides an excellent corridor for passage of endangered fish species. The specific project elements are as follows:

- Remove levees between site and outboard marsh, Gallinas and Miller Creek, and in the interior, but allowing for retaining portions of the levees for transitional habitat and upland refugia
- Design interior channels and tidal marsh channel system to connect the remnant marsh to the outboard marsh
- Remove and possibly re-use 12,400 cubic yards of compacted levee/wetland fill above high marsh grades
- Reuse suitable levee material to construct a new eco-tone horizontal levee with flat side slopes to provide transition zone habitats and flood protection
- Possible realignment of the existing LGVSD 18-inch force main
- Maximize suitable wildlife habitat by choosing the appropriate soils and native vegetation along the horizontal levee and in the areas where the levees will be removed
- Use excess fill material to:
 - Increase perimeter grades to restore and sustain upland transition zone
 - Modify internal drainage to retain freshwater, maintain or replace freshwater habitat, if necessary
 - Construct dredge placement cells for receiving Gallinas Creek dredge sediments
 - Raise internal site grades

- Modify trail alignments to support removal of high marsh levees
- Construct 0.9 mile of new public access trail as part of the horizontal levee, which will also become a segment of the San Francisco Bay trail
- Install observation stations and interpretive signs
- Excavate Gallinas and Miller Creek levee breaches and interior channels

SECTION 2: SCOPE OF WORK

The primary purpose of this scope is to perform engineering design and prepare plans and specifications for construction of the restoration project. Secondary scope items are to conduct geotechnical investigations, hydrological modeling, and sediment testing as necessary to design and permit the restoration project, which will include the construction of a horizontal levee, and provide designs for improvements of the levee west of the restoration site.

The task list summary is as follows:

- Task 1** Review Previous Studies
- Task 2** Geotechnical Exploration and Testing of Sediment for Reuse in the levees and/or for using in the marsh system
- Task 3** Topographic Survey
- Task 4:** Geotechnical Engineering
- Task 5** Hydraulic Modeling
- Task 6** Preparation of Draft and Final Design Report
- Task 7** Preparation of Plans and Specifications
- Task 8** Permitting and Environmental Review Support
- Task 9** Status Reports
- Task 10** Project Management and Meetings
- Task 11** Prepare Accessible Documents
- Task 12** Prepare Cost Estimate

Task 1: Review Previous Studies

Under this task, the consultant shall review previous studies. The work shall include, but not be limited to, the review of the following:

- Site Conditions Report prepared by Kamman Hydrology and Engineering
- Feasibility Study prepared by Kamman Hydrology and Engineering
- Any reports or records of levee performance during high water events (instances of erosion, sloughing, seepage, overtopping, etc.)
- Levee design reports and construction reports or memoranda and design computations, specifications
- Records and data regarding existing utility crossings – consultant shall identify any utilities not in the previous reports and assess impacts to the project design
- Review of available topographic information
- Regional and site-specific geology and geotechnical reports, aerial imagery, and other geologic or geotechnical data along or adjacent to the project site
- Historic native plant composition and hydrologic function to apply to the design

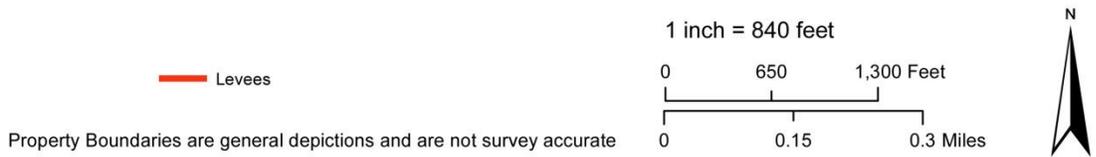
Task deliverables: Memo listing documents reviewed and a summary of any significant findings relative to this scope of work. The consultant can provide a list of critical data needs required for completion of work under this scope and the County will work with to provide this information if available. In the event that a data need cannot be addressed, the selected consultant shall

provide a workaround solution along with a detailed discussion of the pros and cons for implementing the workaround solution. Consultant shall detail any additional required survey work to be conducted under this task for review and approval by the County. The County can decide to have the Consultant perform the survey work as an additional scope item to the contract or to have an outside surveyor perform the work.

Task 2: Geotechnical Exploration and Testing

Under this task, the consultant shall propose a geotechnical exploration and testing program for all the levees covered under this RFP and shown in Figure 3. The County reserves the right to remove any levee segments from this program at its discretion depending upon costs, available funding, or other issues.

Figure 3: Location of Existing Levees



Geotech Sub-Task 1 – Site Reconnaissance and Preparation of Subsurface Exploration Work Plan

The consultant shall conduct a detailed field inspection of the proposed and existing levees in order to document any obvious issues or areas requiring specific exploration and analysis during final design. Key sub-task deliverable(s): Memo describing the following: (1) observations from site reconnaissance, including documentation of any obvious issues or areas requiring specific analysis and (2) observations of current conditions.

Prepare a subsurface exploration program following execution of site reconnaissance and document review. The subsurface exploration program shall provide all critical data needed to meet the goals of this proposal. The Subsurface Exploration Plan shall summarize the relevant findings from the site inspection and document review, layout the proposed exploration locations, types, depths, methods, sample types, backfilling holes and a plan for laboratory testing of collected samples. The consultant shall also prepare a draft and final Health and Safety Plan. Consultant shall apply for drilling permits and the county will apply for environmental permits (i.e., 404 permit, 401 certification, streambed alteration agreement, and coastal permit).

Note that a Las Gallinas Valley Sanitary District (LGVSD) force main runs through the project site more or less in the location of the proposed horizontal levee. The levee designs will have to be approved by LGVSD. The selected consultant shall work with LGVSD to locate and design the levee to avoid impacts to the force main. The consultant will also work with P.G.&E. on any measures necessary to protect, move, or otherwise address existing utility poles.

Key deliverable(s): Subsurface Exploration Plan and Schedule; Health and Safety Plan

Geotech Subtask 2 – Obtain Exploration Permits, ROE, USA, Field Visit

Prior to the initiation of the field portion of the geotechnical exploration, the Consultant shall obtain and pay for all permits necessary to perform the geotechnical explorations with the exception of any environmental permits, right of entry, cultural permits/clearances, or access permits, which the County will obtain only upon the Consultant's advisement and written request. The Contractor will be responsible for locating all utilities, contacting Underground Service Alert (USA), and coordinating with all utilities, as required to locate all utilities near the exploration area.

Key deliverable(s): Copies of all required drilling permits; Memos requesting the need to address any additional required permits and/or clearances.

Geotech Subtask 3 – Geotechnical Explorations and Testing

Based on the preceding tasks, the Consultant shall perform a field exploration program in accordance with the standard of practice. All soil classification, sampling, and logging shall be performed in accordance with ASTM 2488 and by geologists or engineers under supervision of a qualified Geotechnical Engineer holding a current license in the State of California.

Geotechnical laboratory testing shall be performed on select soil samples collected during the subsurface exploration program in order to aid in soil classification and development of engineering parameters for levee evaluation and design. The laboratory testing may include but not limited to in situ moisture and density, grain-size distribution, Atterberg limits, permeability, strength, consolidation tests, and sediment quality. Consultant will make recommendations for the laboratory-testing program and submit to the County for review.

Consultant shall characterize the existing levees to be removed to determine their applicability for reuse as levee core material, stability berms, ecotone levee fill slopes, and subtidal fill. Reuse of existing levee material is an important part of the project design and a subject of this study. Prepare constructability plan for reuse of levee materials in other project levees and any soil amendments necessary to allow native plant growth. The regulatory agencies may require testing of the sediment to determine if it is contaminated with toxic pollutants. The consultant should coordinate this sediment quality testing with the appropriate federal and state regulatory agencies to determine the necessary testing and for their review and approval of a sediment-testing plan.

Geotech Subtask 4 – Geotechnical Data Report

Data collected during the subsurface investigation and laboratory-testing program shall be summarized in a Geotechnical Data Report (GDR). The GDR shall include exploration logs from borings and CPTs, laboratory test results, maps showing locations of available previous and currently performed field explorations, a description of instruments used in the investigation, and other relevant collected information. The GDR shall also include a summary of findings and a description of site conditions observed during the site reconnaissance tasks.

A final report will be submitted once all comments have been addressed, and will be signed and stamped by a Professional Engineer and/or Professional Geologist licensed in the State of California.

Deliverables

Draft and Final Subsurface Exploration Plan

Draft and Final Health and Safety Plan

Draft and Final Geotechnical Data Report

Task 3: Topographic Surveys

The consultant shall use a licensed surveyor to prepare a topographic survey of the project site. The survey shall identify natural topographic features and elevations, and identify any human constructed features, including levees, tide gates, and channels. The topographic survey should also include the portion of the levee west of the project site that protects the golf course from Gallinas Creek. It may be possible to rely on the County's digital elevation model (DEM) and the County's recent (2017) bathymetry of Gallinas Creek. The consultant should evaluate this data to determine if it is accurate enough to use for this project or identify measures to improve its accuracy. The consultant will prepare a memo that describes the evaluation of the DEM and bathymetry and provide recommendations on how to proceed.

Deliverables

Memo Assessing Existing Data

Topographic Survey

Task 4: Geotechnical Engineering – Analysis of Data and Develop Design and Construction Recommendations

Geotechnical Sub-Task 1 – Levee Design

The following engineering analyses shall be performed to design the levee in accordance with the requirements established in Title 44, Section 65.10 of the Code of Federal Regulations (44 CFR 65.10). The consultant shall coordinate with the hydraulics subcontractor on which scenarios are required for design of the levee system under current levels, and sea level rise. The analysis shall consider both riverine and direct coastal flooding. The consultant shall evaluate proposed design alternatives for the new levee. The design shall give particular attention to anticipated future settlement of the levee foundation, the effect of sea level rise, and creating/improving wildlife habitat.

The consultant shall iteratively evaluate various ecotone levee design slopes, layouts and suitable materials following the field investigation work. The levee core and subgrade requires a compacted mixture of suitable soils while it is anticipated that the nonstructural ecotone levee slope can be made from less suitable materials. It is the goal of the project to minimize costs and CEQA impacts by having a net zero cut and fill balance to the extent possible, and thus to minimize import of fill soils to only the minimum require to construct the levee structural core. The consultant shall provide a recommendation to the County for ecotone levee slopes that minimize or require no import of fill soils. The County may elect to import soils to provide for a more gradual level slope gradient. The slope shall be designed with some grading changes to avoid an unnaturally linear appearance and shall be planted such a range of native plants and in succession to minimize invasive weeds and increase the suitability of the ecotone levee slope for native plants, habitat, and wildlife.

Geotechnical Sub Task 2 - Stability and Seepage Analyses

The consultant shall preform an engineering analysis of the levee embankment stability. Slope stability analyses shall be performed in general accordance with the procedures outlined in DWR's "Urban Levee Design Criteria" (2012), EM 1110-2-1913, Design and Construction of Levees and EM 1110-2-1902, Slope Stability, ER 1110-2-1806 (Earthquake Design and Evaluation for Civil Works Projects, July 1995 - under revision); ER 1110-2-1156 (Safety of Dams - Policy and Procedures – in final review); EM 1110-2- 000 (Selection of Design Earthquakes and Associated Ground Motions – in final review); EM 110-2-6001 (Seismic Analysis of Embankment Dams – incl. levees – ongoing). Slope stability analyses shall focus on the steady state and rapid drawdown loading cases. Stability analyses shall be performed using the GeoStudio computer program SLOPE/W, or with an alternative pre-approved by the County.

Seepage analyses shall be performed in general accordance with the procedures outlined in the following USACE documents: EM 1110-2-1913, Design and Construction of Levees, EM-1110-2-1904, Seepage, and ETL 1110-2-569 Design Guidance for Levee Underseepage. Seepage analyses shall focus on through-seepage and underseepage. The analysis shall evaluate expected seepage during loading conditions associated with the base flood and evaluate if seepage into or through the levee foundation and embankment will jeopardize embankment or foundation stability. Seepage and embankment stability analyses shall be performed on generalized cross-sections taken along the levee system and shall be based on information collected during Task 1 and 2 described above. Seepage analyses shall be performed using the GeoStudio computer program SEEP/W, or with an alternative pre-approved by the County.

The analysis will include a seismic hazard evaluation including seismic stability and liquefaction assessments.

Geotechnical Sub Task 3 – Settlement Analyses

An engineering analysis will be performed using standard analysis methods to assess the potential and magnitude of future losses of freeboard because of settlement.

Geotechnical Sub Task 4 – Embankment Protection

An engineering analysis will be performed that demonstrates that no appreciable erosion of the levee embankment can be expected during the base flood and that any anticipated erosion will not result in failure of the levee embankment or foundation directly or indirectly through reduction of the seepage path and subsequent instability.

Any existing embankment protection will be evaluated against potential erosion caused by the project design flood. The factors to be addressed in such analysis include, but are not limited to:

- Expected flow velocities (especially in constricted areas)
- Duration of flooding at various stages and velocities
- Embankment and foundation materials
- Levee alignment, bends, and transitions
- Wind and wave action
- Levee side slopes
- Slope protection techniques
- Historic erosion trends as documented in available repair reports and/or drawings prepared by others.

The consultant shall evaluate alternative/soft engineering techniques for embankment protection.

Geotechnical Sub Task – 5, Draft and Final Geotechnical Analysis and Design Report

The consultant will prepare a Geotechnical Analysis and Design Report (GADR) to provide interpretations based on information included in the GADR, and summarizes geotechnical analysis procedures and results. The GADR will include geotechnical analysis summary tables and figures. The project team will submit a draft GADR for County for review. A meeting/teleconference with the County may be required to discuss any comments or questions. The consultant shall provide both draft and final versions of technical memoranda summarizing the undertakings and findings of stability, seepage, and settlement analyses and seismic hazard evaluation (including seismic stability and liquefaction assessments) tasks. This will include proposed levee configurations and composition including but not limited to levee core, stability berms and buttresses and staged construction where recommended.

The consultant shall submit a draft GADR for County review. A meeting/teleconference with the County shall be held upon review of the GADR to discuss any comments or questions. A final report shall be submitted once all comments have been adequately addressed, and will be signed by a Geotechnical Engineer (GE) with current license in the State of California.

Deliverables

Draft and final Geotechnical Analysis and Design Reports

Task 5, Hydraulic Modeling and Analysis

Under this task, the consultant shall develop a hydraulic model of the site and including discharge from Miller Creek and the outflow from the site into Gallinas Creek and the Bay. The County has a new bathymetric survey of the south fork of lower Gallinas Creek available to the selected consultant that can be used for a portion of the hydraulic analysis. The hydraulic engineer shall prepare an evaluation of water surface elevations, velocities, and shear forces under a range of critical design conditions as required for the levee and site ecological design and to assess impacts from the proposed breach locations on adjacent properties (i.e. levees) for the final site design and CEQA analysis. The hydraulic engineer shall work with the geotechnical engineer to provide them with the hydraulic information they need to conduct their levee assessment and design evaluations.

Hydraulic Engineering Sub-Task 1 – Hydraulic Modeling

Hydraulic engineer will propose, set-up and conduct hydraulic modeling of the project as required to complete final design. The modeling shall include analysis of the creek breaches, interior channel, and tidal flows. Fish passage design is a significant part of the project and the

consultant shall identify and address concerns on this issue from NOAA Fisheries. The basin shall be design to allow fish to pass from Gallinas Creek into the Miller Creek watershed.

Modeling shall include detailed evaluations of creek breach alternatives under several flood flow conditions to evaluate impacts to hydrologic and sediment impacts to the existing creek channels and allow for fish passage into the restored marsh. The modeling shall also evaluate the potential for flooding and erosion impacts to the adjacent levees including Santa Venetia community levees from the modifications to Gallinas Creek. The hydraulic engineer shall make recommendations for channel and breach designs to minimize impacts water flows in the existing creek channel, the costs and impacts of construction, and impacts to the adjacent community. The hydraulic engineer shall provide the geotechnical engineer with the required water levels to perform levee design work.

The consultant shall include with their bid a detailed approach to hydraulic modeling including model selection. While the County prefers the HEC-RAS model (version 5.0.3 or latest), other models may be considered and can be presented with the bid submittal. We anticipate that the 2D modeling capabilities will be used for the internal site and Gallinas Creek impact assessments with Miller Creek modeled as a 1D channel but model discretization shall be up to the consultant and described in the bid submittal. Hydrology inputs into the Miller Creek RAS model shall be developed from previous work by KHE.

Hydraulic Engineering Sub-Task 2 – Preliminary and Final Hydraulic Design Recommendations

The hydraulic engineer will provide preliminary design concepts and details for all hydraulic aspects of the proposed project designs. The concepts shall explain the impacts and pros/cons for each of the design options along with a recommendation for a recommended alternative to be brought forward to final design.

The hydraulic engineer shall include a summary of modeling results and methodology, including text, maps and figures reflective of key hydrodynamic parameters of interest including: water surface elevations under peak flood flow conditions; inundation depth and duration of flooded areas and assessment of impacts to habitat development; and peak/mean velocities and bottom shear stress as well as locations of anticipated sediment aggradation/erosion. If hydraulic impacts from the proposed breach indicate the need for muting of the tides, then the degree of muting as well as impacts to fish passage shall be included as well recommendations for the best approach to meet project goals.

Hydraulic Engineering Sub-Task 3 – Preliminary and Final Design Technical Memos

This subtask includes the preliminary and final design memorandum or design report for all hydraulic aspects of the proposed project designs. County staff shall review and the consultant shall incorporate its comments into the final report.

The consultant shall provide the final hydraulic models, data input and output files, and supporting analysis. A detailed index to all model files and description of model plans including flow, boundary conditions and geometry files shall be provided as well as all data used to develop the model geometry.

Task 6 – Preparation of Draft and Final Design Report Final Engineering Design

The results of all prior studies and analysis shall be used to produce a design basis report for the project. This report shall contain all the required design criteria and expected performance

for each project element along with detailed cost estimates, including capital, O&M, and monitoring and reporting costs.

Final Engineering Design Sub-Task 1 – Draft and Final Design Recommendations

The final design memo shall contain detailed recommendations for the project including, pros/cons of the project along with anticipated impacts, constructability, cost estimates and a road map to completion. The selected consultant shall take Alternative D from the KHE report and bring to final design. Design considerations shall meet ecological goals, include native plantings of the levee slopes in succession to minimize invasive weeds and increase the suitability of the ecotone levee slope for native plants and habitat. The hydraulic model developed under Task 6 shall be used to evaluate both the ecological design under current and near term (2030 and 2050) sea level rise conditions and make design recommendations for grading to maximize habitat values.

The consultant shall evaluate options for the beneficial reuse of approximately 100,000 cubic yards of dredged sediment from Gallinas Creek. Options shall include placement in constructed dredge settlement settling ponds as well as direct hydraulic placement under thin lift conditions (i.e. not to exceed 8 to 12 inches). The evaluation shall include construction of containment settling ponds and discharge facilities (with associated costs) as well as permitting and monitoring requirements and CEQA considerations with impacts to timing and project costs and shall be reviewed by the County for suitability in the final design. Reuse of the previous settling cells from the prior dredge placement in 1992/1994 shall be evaluated under this task.

The consultant shall evaluate options for the placement of a trail on the ecotone levee. At a minimum, the trail shall connect to the existing levee trail along Gallinas Creek south of the wetland restoration area and to the LGVSD property (Figure 4). This trail will be a segment of the San Francisco Bay Trail and should be designed for multiple uses including equestrians, bicycles, and pedestrians. The trail shall be designed to be fully compliant with American's with Disabilities Act and Marin County Parks trail design standards. The trail will be adjacent to the McInnis Park Golf Course and should incorporate measures to protect users from errant golf balls and other golf course related hazards. The trail should also include additional features such as interpretive signs and viewing areas. The horizontal levee should be landscaped with native vegetation suitable for the ecosystem and will require irrigation, which may be treated wastewater. The trail plans should be prepared by a license landscape architect and native plants should be chosen by a restoration specialist.

Figure 4, Map of Trail Alignment



— Trail Alignment

Property Boundaries are general depictions and are not survey accurate

1 inch = 345 feet

0 295 590 Feet

0 0.05 0.1 Miles



The consultant shall develop a project description suitable for CEQA and permit application submittals.

Final Engineering Design Sub-Task 2 –Final Design Basis Reports

The County has a requirement to submit a draft and final design report to the California Department of Fish and Wildlife (CDFW) under the terms of the Proposition 1 grant agreement

(Exhibit 6). Both the County and the CDFW will review the draft and final design reports and the consultant shall incorporate comments into the final reports.

The Design Report shall include the following elements at a minimum:

- Results/recommendations from design studies
- Interim and final dimensions of all structures with stamped back-up calculations (for final report only) and modeling results showing operational parameters under a range of low and high flow and tide scenarios to demonstrate effectiveness for flood protection and tidal marsh habitats to meet project goals.
- Preliminary cost estimates.
- A project description suitable for CEQA analysis
- Constructability plan and recommended phasing of how the work will be implemented
- Capital and long-term O&M and monitoring cost-estimates.

Deliverables

Draft and final report with sections summarizing the approach and analysis results

Model output parameters including water surface elevations, depths and velocities in ArcView GIS format to County standards

Task 7: Preparation of Plans and Specifications

This task includes preparation of plans and specifications for construction of the project with reuse of the existing perimeter and internal levee material. Specifications will include special provisions and technical specifications. The consultant will also provide a detailed bid schedule for use during bid process.

The minimum requirements for this task include the following submittal list below:

30% Complete Submittal

- Draft drawings with title sheet, all plans, profiles, sections, and details and notes
- Temporary and permanent existing utility relocation plans, if applicable
- Draft technical specifications (all sections)
- Prepare draft version of plans and specs
- Prepare final version of plans and specs

65% Complete Submittal

- Checklist of corrections made addressing the previous submittal review comments and all other revisions
- Plan set is to include all elements required for construction, including survey notes, instructions for erosion and sediment control, mobilization, staging areas, equipment access, details, cost estimate, and technical specifications for a construction bid package
- Prepare draft version of plans and specs
- Prepare final version of plans and specs

90% Complete Submittal

- Checklist of corrections made addressing the previous submittal review comments and all other revisions
- Detailed plans and specifications
- Estimate of probable construction cost with a 15% construction contingency.

100% Complete Submittal

- Checklist of corrections made addressing the previous submittal review comments and all other revisions
- Final detailed bid ready plans and specifications
- Final estimate of probable construction cost with a 15% construction contingency
- Consultant to deliver completed 100% signed and stamped plans (PDF, DWG, and hard copy 24" x 36" sheet set), cost estimate, and specifications to complete the construction bid package. The County requires the 100% plans sets to be stamped by a California Licensed Civil Engineer working directly on the project.

The CDFW grant agreement (Exhibit 6) for this project requires Marin County Parks to submit draft versions of both the 30% and 65% plans and specifications to the grant manager. To accommodate this requirement, the consultant shall prepare a draft set of plans for review and comment, incorporate any comments into the plans, and prepare a final version of the 30% and 60% documents. The consultant should anticipate a 30-day period for review of the draft plans. The 90% and 100% plans and specifications will be prepared after the completion of the CEQA and permitting processes.

Task 8: Permitting and Environmental Review Support

The selected firm shall assist the County in coordination all applicable permitting agencies that have authority over and interest in the project. Applicable permitting agencies include, but are not limited to:

- U.S. Army Corps of Engineers
- National Marine Fisheries Service
- San Francisco Bay Regional Water Quality Control Board
- California Department of Fish & Wildlife
- U.S. Fish & Wildlife Service
- State Historic Preservation Office
- San Francisco Bay Conservation and Development Commission

Deliverables

- Project description for CEQA Review

Task 9: Status Reports

Pursuant to the grant agreement with the CDFW, the County is required to provide the CDFW with quarterly status reports. The consultant will assist the County in the preparation of these reports, which will include the following:

- List of activities and Tasks performed and/or completed, and percent completed.
- Summaries of meetings and/or other events where the project was presented

- List and record of milestones accomplished and/or completed
- List of problems encountered while performing the Task(s) and proposed solutions
- List of proposed activities and Tasks for the following quarter

Additionally, the grant agreement requires the County to prepare a draft and final project report. These reports include the following:

- Whether the project objectives were met;
- Discussion as to why unsuccessful objectives were not met AND what alternative approaches may lead to their success in future efforts;
- All data for the project; and, all water quality data in CEDEN compatible format and proof of submission;
- Final Intermediate (65%) Plans, including Basis of Design;
- How the project addressed the Water Quality, Supply and Infrastructure Improvement Act of 2104 (Proposition 1), the California Water Action Plan, and the State Wildlife Action Plan.

The consultant will assist the county in drafting these reports. The assistance may include drafting sections of this report relative to the work described in this RFP. The final report is due on December 15, 2020, with the draft due 60 days before the deadline. The draft to the County is due 30 days before the draft to the state is due.

Deliverables

- Quarterly Reports on the status of the project
- Appropriate Sections of the draft and final Project Report

Task 10: Project Management and Meetings

The consultant shall participate in monthly meetings or progress phone calls with County staff. These regular meetings will provide an opportunity to discuss ongoing work, present findings, solicit feedback, and prepare for public meetings.

This task also includes time for preparation and presentation of up to six meetings at times to be determined by the County. The CDFW grant requires the County to hold at least three stakeholder meetings “to describe the goals, objectives, and progress of the project and to receive comments and suggestions from public agencies, affected entities, and interested persons.” The County anticipates the possibility of additional public meetings, such as those required for CEQA or for presentations before the Marin County Board of Supervisors and the Marin County Parks and Open Space Commission. Presentation of findings to both the public and staff/stakeholders will be required at these meetings and all presentations and deliverable shall be designed to convey findings in “plain English” (i.e., understandable to a non- scientific audience). Draft presentations shall be submitted to County staff for review no later than two weeks before a scheduled meeting.

This task includes time for preparation and presentation for at least one meeting with resource agency representatives. This meeting may include a field visit the same day if requested by the agencies. This meeting would be an opportunity to hear concerns and gain support for the conceptual alternatives suggested by the modeling.

The consultant shall help County staff to plan and otherwise organize these meetings, record meeting minutes, and note action items. The consultant will assist the County to document stakeholder meetings by preparing a meeting summary for each meeting that includes the

following materials: 1) evidence of public notice, 2) meeting agenda, 3) meeting minutes, and 4) presentations (e.g. PowerPoint slides), if applicable.

Deliverables

Regular meetings with County staff

Public meeting presentations at two public meetings

Meeting Summary

Task 11: Prepare Accessible Documents

All documents that will be published on the County's website must be prepared consistent with Section 508 of the federal Rehabilitation Act of 1973, which Congress enacted to eliminate barriers in information technology. The County requires its consultants prepare documents meeting its standards accessible documents. Exhibit 3 includes guidelines for producing accessible Word and PDF documents.

Task 12: Prepare Cost Estimate

Prepare a detailed cost estimate for construction of the project that describes the cost of all project components. Where appropriate, the estimate shall provide unit costs and total costs for each component. The cost estimate should provide enough detail to be used for future budgeting and grant applications.

Budget

Currently, there is approved funding of \$1,050,000 from the Marin County Parks, CDFW, and the Las Gallinas Valley Sanitary District for design, environmental review, and permitting. Note that the tasks described in this document are for the design of the project, the remaining funds are necessary to complete environmental review and permitting, for which a consultant will be selected under a separate RFP. The winning firm will not automatically be chosen based on the lowest bid amount, but on the breadth, quality, and value of the work proposed and the way in which the proposal meets the project objectives.

Schedule

The consultant shall propose a schedule showing either full completion of all tasks, except the 90% and 100% plans and specifications and the submittal of design documents to meet the requirements of the CDFW grant.

With each monthly invoice, the consultant will provide a project tracking table summarizing tasks in progress, percent completed and project milestones or deliverables for the upcoming month.

SECTION 3: SUBMITTING A PROPOSAL

Notice

The Marin County Nuclear Free Zone law, the provisions of which are carried out by the County Government's Peace Conversion Commission, prohibits the County from making investments in, purchasing from, or in any way contracting with Nuclear Weapons contractors, or their subsidiaries.

The commission, using the procedures outlined in Marin County Code Sections

23.13.010 to 23.13.080 has determined that the corporations listed on the website below are nuclear weapons contractors. The County, therefore, will only make investments in, purchase from, or in any way contract with such listed companies under circumstances where no reasonable alternative is available.

Please refer to the following link for details:

<http://www.co.marin.ca.us/depts/bs/main/brdscomm/mcbds/PeaceConv/contractors.cfm>

Site Visit

Marin County Parks will host a pre-submittal site visit on August 18, 2017 at 10:00 am. Please RSVP to James Raives at (415) 473-3745 or JRaives@marincounty.org. Potential consultants are also encouraged to visit the site on their own.

Schedule

A shortlist of qualified respondents will be notified for interviews approximately 1 week after the closing date. The County will prepare a contract for the selected consultant. The agreement will require approval by the Board of Supervisors, which may take approximately 30 days.

Submittal instructions

Submittal

Respondents shall submit one hard copy and one PDF of the proposal to:

Marin County Parks
Attn: James Raives
3501 Civic Center Drive, Suite 260
San Rafael, California 94903

Proposals will be received until 4:30 pm September 8, 2017. Respondents or couriers may ask for a copy of the receipt for their records. Proposals received after the stated time and date will be considered non-responsive and returned unopened.

The County will not be responsible for submittals that are delinquent, lost, mismarked, sent to an address other than that given herein, or sent by mail or courier service and not signed for by the County.

Proposal requirements

The information requested below will be used to evaluate the respondent's proposal based on the criteria outlined in Section 4. Respondents may be deemed non-responsive if they do not respond to all areas.

Proposal shall be organized in separate sections tabbed with corresponding numbers and related headings in the order presented below:

Executive summary letter

This letter shall be a brief formal letter from respondent that provides information regarding the firm and its ability to perform the requirements of this RFP. Emphasize those aspects of your organization and experiences that distinguish your firm from other firms who may respond to this RFP and why your firm is especially qualified. Include a contact name for the proposal with an e-mail address. The letter must be signed by an individual authorized to bind the proposing entity or by the two corporate officers authorized to bind the proposing entity as set forth in the California Corporations Code, and shall identify all materials and enclosures being forwarded in response to this RFP. An unsigned proposal submission may be grounds for rejection.

Validity and Statement of Compliance

State the validity of your proposal (must be a minimum of three months) and a “Statement of Compliance” with all parts of this solicitation (terms and conditions, scope of services, sample agreement, etc.) or a listing of exceptions. The listing of exceptions must include: suggested rewording; reasons for submitting the proposed exception; and any impact the proposed exception may have on the services to be provided, and suggested changes.

Certificate of Insurance

Respondent shall state the willingness and ability to provide the required insurance coverage and insurance documents. The County shall request and the respondent shall submit prior to execution of an agreement all insurance verification and documentation. (See Exhibit 4 for a sample agreement.)

Minimum qualifications/special requirements

Respondent shall demonstrate how it will meet the minimum qualifications as required to complete tasks in the scope of work and listed below at the end of Section 3.

Technical approach

The proposal should describe and demonstrate the process that consultant will use to complete the project and meet its goals. Describe how you intend to accomplish each of the specific tasks in this proposal. Include a timeline demonstrating your proposed start and end dates for the products in each task.

Discuss the approach that will be used to perform the technical studies under each task for each project. Discuss the key assumptions associated with your approach.

For modeling efforts, include the name of the model(s) that will be used; summarize its structure, capabilities (processes modeled), assumptions, and limitations; explain why this is the best type of model for these efforts; and describe whether the model(s) you propose to use is proprietary or generally available for future use by designers and manager. The technical approach shall also describe the model calibration effort. If you are proposing to use multiple models, provide the same information for each model. Also, describe your approach to quantifying, managing, and disclosing uncertainties for each type of modeling.

Discuss model calibration and validation. It is desirable, but not required, that the Consultant use “open source” models such as HEC-RAS, if possible. If a proprietary model is recommended, provide rationale to support the decision to use proprietary software.

Relevant Project Experience and References

Describe the respondents' involvement in similar restoration and sea level rise adaptation projects and contact information for at least three clients so that we may contact them about your work. Describe why your team members are specifically qualified (or what distinguishes your services from competitors) to accomplish the tasks in this RFP. Respondent must submit a minimum of three (3) client references from different sources of work performed within the past five years similar in size and scope to the project described in this RFP.

For each reference provided, include the company name and address, the name, telephone number, fax number and e-mail address of the contact person who served as the manager for the project, a brief description of the project, the services provided, the project budget, and the duration and outcome of the project.

Staffing plan/organization/experience

Provide qualifications, experience, technical knowledge, and any required certifications/licenses of firm and key personnel/project team who shall be assigned to this project, indicating key responsibilities of each classification. Include staff resumes.

Provide an Organization Chart with a description of who will perform the tasks, identification of the project lead, and resume and contact information for each person who will be involved in the project. Please keep resumes as concise and focused as possible.

Staffing must include the following information:

- Names and expertise of all personnel anticipated to work on the project
- Expertise and number of hours to be contributed by each staff member
- Names of staff that will make presentations to the County or stakeholders

Include a list of previous projects performed within the last five years that are relevant to the services described in the RFP. Describe the services performed, staff performing the services, term of the project, and type of organization for which the services were provided.

Project schedule

Respondent shall submit a project schedule for performing the services required in the RFP. Respondent's project schedule shall contain all necessary tasks, deliverables, and key milestones to successfully provide these services and to complete the project by the dates required in this RFP.

Assumptions

The proposal should describe any consultant's assumptions used in preparing the proposal.

Cost proposal

Respondent shall submit a cost proposal, which shall include all costs associated with the services to be provided. Respondent shall provide cost and labor elements by resource type, per key deliverable under each task as identified in respondent's proposed project schedule. At a minimum, respondent's cost summary shall identify labor resources, hourly labor rates, and estimated hours to accomplish the scope of work. For all tasks, the costs for each item such as development and hydraulic modeling and analysis/write-up of various alternatives shall be

broken out. The County reserves the right to remove specific work items to meet project budget constraints.

Questions and clarifications

Firms requesting clarification pertaining to this RFP shall submit all requests to James Raives at: JRaives@marincounty.org or (415) 473-3745. The County will respond to questions and provide answers to all bidders. Questions must be submitted no later than August 31, 2017, by 4:30 p.m. We will post answers to the extent possible by September 4, 2017.

Validity

Proposals must be valid for a period of at least 3 months from the closing date and time of this RFP.

Award of Contract

After a consultant is selected, the award of an agreement is contingent upon the successful negotiation of terms, acceptability of fees, and formal approval by the County.

Minimum qualifications

In order for a RFP submittal to receive consideration, respondents are required to meet the following minimum qualifications:

- Respondent shall be licensed by the State of California to conduct the services described in scope of work.
- Respondent team must have a minimum of ten years' experience in the key technical disciplines for the project design for projects of similar type, size, and scope as the alternatives contained in this RFP.
- Respondent's main personnel assigned to the project shall have current and valid credentials and have a minimum of ten (10) years' experience in same or similar type of work.

Insurance

Respondent shall provide proof of the required insurance coverage as set forth in the sample agreement within seven days of notification of selection of award. Failure to demonstrate proof of minimum insurance or failure to acquire minimum insurances will result in a forfeit of said award. The minimum insurance coverage required for this project is as follows:

- General Liability \$1,000,000
- Automobile Liability \$1,000,000
- Workers' Compensation \$1,000,000
- Professional Liability \$1,000,000²

² Deductible of self-insured retention not to exceed \$2,500

Reference materials

The existing conditions report and feasibility study are available on the Marin County Parks website: <https://www.marincountyparks.org/depts/pk/our-work/parks-main-projects/mcinnis-marsh-restoration>

Sample Contract Agreement

A sample contract agreement is provided in Exhibit 4 of the RFP. Before submitting a proposal, all respondents should carefully review all of the provisions set forth in the sample contract agreement.

The sample agreement attached is our most current contract agreement. The contract is regularly updated and the most current document will be sent to the consultant at the time of contract negotiations.

SECTION 4: PROPOSAL EVALUATION AND SELECTION

Evaluation criteria

Proposals shall be evaluated on the basis of the responses to all questions and requirements in this RFP. The County will base its evaluation of a respondent's ability to provide the required services on the written material. The County will competitively evaluate each proposal on its strengths and weaknesses against the following criteria, which are listed below in no order of importance.

Staffing

- Ability to make available the personnel and team that has the required licenses, experience, technical competence, and qualifications necessary to provide the requested services
- Staff resumes and staffing plan (i.e., how staff will be organized and managed to support the agreement.) This includes the organization chart identifying key personnel, job titles and responsibilities for personnel who will be assigned to these projects
- Dedicated staff with the most experience directly related to the services described in the scope of work

Past project experience

- Demonstrated experience in and successful contract performance for efforts similar to work outlined in the scope of work. Previous experience and performance should demonstrate the breadth of services the consultant is qualified to perform, highlighting experience with public agencies within the last five years
- Client satisfaction with similar services/projects
- Proven ability to successfully complete work on schedule

Work methodology

- The consultant's understanding of the project objectives as illustrated by the proposed scope of work. The County will evaluate the proposals to determine whether the approach to the work effectively meets the project requirement, and whether the consultant describes all tasks necessary to accomplish the scope of work.

- The consultant's ability to complete projects in a timely and efficient manner while delivering a quality product.
- The consultant's demonstrated ability to provide creative, thoughtful, and comprehensive approaches to meeting the objectives outlined in the scope of work and to provide recommendations for enhancing the scope of work.

Communication

The consultant's ability to clearly communicate its findings, recommendations, and designs to staff and a diverse group of stakeholders and the local community.

Cost Proposals

The County will compare the consultants' cost proposals. However, the County may not select lowest cost proposal.

Evaluation process

The County will review proposals to verify compliance with submission instructions, response requirements, and minimum qualifications. Any proposal not meeting the minimum qualifications may be deemed non-responsive.

Proposal evaluation will commence immediately following the review based on the criteria outlined in this section. The County will develop a shortlist of the most responsive respondents to continue on to the interview phase of the selection process.

Each firm will present its qualifications at an interview, which will include an opportunity for the firm to provide a formal presentation to give an overview of the consultant's understanding of the problem and their strategy for addressing it. The formal presentation will be followed by an informal interview and question/answer period.

The County reserves the right to: a) negotiate the final agreement with any respondent as necessary to serve its best interests; b) withdraw this solicitation at any time without prior notice and, furthermore, makes no representations that it will award an agreement to any respondent; or c) award its total requirements to one respondent or to apportion those requirements among two or more respondents as the County may deem to be in its best interests.

Negotiations

The County may or may not conduct negotiations regarding agreement terms, conditions, scope of work, and pricing with the selected respondent. Therefore, proposals submitted should contain the respondent's most favorable terms and conditions, since the selection and award may be made without discussion with any respondent. If satisfactory agreement provisions cannot be reached, then the County may terminate negotiations. The County may elect to contact another firm submitting a proposal. This negotiation sequence continues until an agreement is reached.

Selection process

Staff from Marin County Parks, Marin County Flood Control and Water Conservation District, and Las Gallinas Valley Sanitary District will select the preferred consultant based on submitted information, interviews, and any other relevant information.

SECTION 5: EXHIBITS

- Exhibit A: **Restoration Feasibility Study: Site Report, McInnis Marsh, Marin County, California**, Kamman Hydrology & Engineering, Inc. June 1, 2015. <https://www.marincountyparks.org/depts/pk/our-work/parks-main-projects/mcinnis-marsh-restoration>
- Exhibit B: **McInnis Marsh Restoration Project: Feasibility Study and Alternatives Analysis, McInnis Marsh, Marin County, California**, Kamman Hydrology & Engineering, February 25, 2016. <https://www.marincountyparks.org/depts/pk/our-work/parks-main-projects/mcinnis-marsh-restoration>
- Exhibit C: **Create Accessible Electronic Documents.** <https://www.section508.gov/content/build/create-accessible-documents>
- Exhibit D: **Marin County Professional Services Contract**, (see attached)
- Exhibit E: **Geographic Data**, (see attached)
- Exhibit F: **California Department of Fish and Wildlife, Grant Agreement**, (see attached)

EXHIBIT D

PROFESSIONAL SERVICES CONTRACT

**MARIN COUNTY OPEN SPACE DISTRICT
PROFESSIONAL SERVICES CONTRACT
2015 – Edition 1**

Contract Log# _____

THIS CONTRACT is made and entered into this _____ **day of contract commencement date**, by and between the MARIN COUNTY OPEN SPACE DISTRICT, hereinafter referred to as "District" and **CONTRACTOR NAME**, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, District desires to retain a person or firm to provide the following services: **summary of contract purpose**; and

WHEREAS, Contractor warrants that it is qualified and competent to render the aforesaid services;

NOW, THEREFORE, for and in consideration of the Contract made, and the payments to be made by District, the parties agree to the following:

1. SCOPE OF SERVICES:

Contractor agrees to provide all of the services described in **Exhibit A** attached hereto and by this reference made a part hereof.

2. FURNISHED SERVICES:

The District agrees to:

- A. Guarantee access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.
- B. Make available all pertinent data and records for review.
- C. Provide general bid and contract forms and special provisions format when needed.

3. FEES AND PAYMENT SCHEDULE:

The fees and payment schedule for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as **Exhibit B** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Contract. Contractor shall provide District with his/her/its Federal Tax I.D. number prior to submitting the first invoice.

4. MAXIMUM COST TO DISTRICT:

In no event will the cost to District for the services to be provided herein exceed the maximum sum of **\$contract amount** including direct non-salary expenses. As set forth in paragraph 14 of this Contract, should the funding source for this contract be reduced, Contractor agrees that this maximum cost to District may be amended by written notice from District to reflect that reduction.

5. TIME OF CONTRACT:

This Contract shall commence on **contract start date**, and shall terminate on **contract end date**. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

6. INSURANCE:

Commercial General Liability:

The Contractor shall maintain a commercial general liability insurance policy in the amount of \$1,000,000 (\$2,000,000 aggregate). The County shall be named as an additional insured on the commercial general liability policy.

Commercial Automobile Liability:

Where the services to be provided under this Contract involve or require the use of any type of vehicle by Contractor, Contractor shall provide comprehensive business or commercial automobile liability coverage, including non-owned and hired automobile liability, in the amount of \$1,000,000.00.

Workers' Compensation:

The Contractor acknowledges the State of California requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. If Contractor has employees, a copy of the certificate evidencing such insurance, a letter of Self-insurance, or a copy of the Certificate of Consent to Self-Insure shall be provided to County prior to commencement of work.

Errors and Omissions, Professional Liability or Malpractice Insurance.

Contractor may be required to carry errors and omissions, professional liability or malpractice insurance.

All policies shall remain in force through the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to a "claims made" basis. The insurer shall supply County adequate proof of insurance and/or a certificate of insurance evidencing coverages and limits prior to commencement of work. Should any of the required insurance policies in this Contract be cancelled or non-renewed, it is the Contractor's duty to notify the County immediately upon receipt of the notice of cancellation or non-renewal.

If Contractor does not carry a required insurance coverage and/or does not meet the required limits, the coverage limits and deductibles shall be set forth on, **Exhibit C**, attached hereto.

Failure to provide and maintain the insurance required by this Contract will constitute a material breach of this Contract. In addition to any other available remedies, District may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

7. ANTI DISCRIMINATION AND ANTI HARASSMENT:

Contractor and/or any subcontractor shall not unlawfully discriminate against or harass any individual including, but not limited to, any employee or volunteer of the Marin County Open Space District based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any subcontractor understands and agrees that Contractor and/or any subcontractor is bound by and will comply with the anti discrimination and anti harassment mandates of all Federal, State and local statutes, regulations and ordinances including, but not limited to, Marin County Open Space District Personnel Management Regulation (PMR) 21.

8. SUBCONTRACTING:

The Contractor shall not subcontract nor assign any portion of the work required by this Contract without prior written approval of the District except for any subcontract work identified herein. If Contractor hires a subcontractor under this Contract, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Contract and shall require subcontractor to name Contractor and Marin County Open Space District as an additional insured under this Contract for general liability. It shall be Contractor's responsibility to collect and maintain current evidence of insurance provided by its subcontractors and shall forward to the District evidence of same.

9. ASSIGNMENT:

The rights, responsibilities and duties under this Contract are personal to the Contractor and may not be transferred or assigned without the express prior written consent of the District.

10. LICENSING AND PERMITS:

The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits which might be required by the work to be performed herein.

11. BOOKS OF RECORD AND AUDIT PROVISION:

Contractor shall maintain on a current basis complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this Contract. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. These documents and records shall be retained for at least five years from the

completion of this Contract. Contractor will permit District to audit all books, accounts or records relating to this Contract or all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. Any audit may be conducted on Contractor's premises or, at District's option, Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from District. Contractor shall refund any monies erroneously charged.

12. WORK PRODUCT/PRE-EXISTING WORK PRODUCT OF CONTRACTOR:

Any and all work product resulting from this Contract is commissioned by the District as a work for hire. The District shall be considered, for all purposes, the author of the work product and shall have all rights of authorship to the work, including, but not limited to, the exclusive right to use, publish, reproduce, copy and make derivative use of, the work product or otherwise grant others limited rights to use the work product.

To the extent Contractor incorporates into the work product any pre-existing work product owned by Contractor, Contractor hereby acknowledges and agrees that ownership of such work product shall be transferred to the District.

13. TERMINATION:

- A. If the Contractor fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance herein, the District may terminate this Contract by giving five (5) calendar days written notice to the party involved.
- B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
- C. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of termination shall be by written notice to the other parties and be sent by registered mail.
- D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract so long as proof of required insurance is provided for the periods covered in the Contract or Amendment(s).

14. APPROPRIATIONS:

The District's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Marin County Open Space District Board of Directors, the State of California or other third party. Should the funds not be appropriated District may terminate this Contract with respect to those payments for which such funds are not appropriated. District will give Contractor thirty (30) days' written notice of such termination. All obligations of District to make payments after the termination date will cease.

Where the funding source for this Contract is contingent upon an annual appropriation or grant from the Marin County Open Space District Board of Directors, the State of California or other third party, District's performance and obligation to pay under this Contract is limited by the availability of those funds. Should the funding source for this Contract be eliminated or reduced, upon written notice to Contractor, District may reduce the maximum Cost to District identified in Paragraph 4 to reflect that elimination or reduction.

15. RELATIONSHIP BETWEEN THE PARTIES:

It is expressly understood that in the performances of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of the District. Contractor shall be solely responsible to pay all required taxes, including but not limited to, all withholding social security, and workers' compensation.

16. AMENDMENT:

This Contract may be amended or modified only by written Contract of all parties.

17. ASSIGNMENT OF PERSONNEL:

The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to District, as is evidenced in writing.

18. JURISDICTION AND VENUE:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Marin County, California.

19. INDEMNIFICATION:

Contractor agrees to indemnify, defend, and hold District, its employees, officers, and agents, harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees arising from any and all claims and losses to anyone who may be injured or damaged by reason of Contractor's negligence, recklessness or willful misconduct in the performance of this Contract.

20. COMPLIANCE WITH APPLICABLE LAWS:

The Contractor shall comply with any and all Federal, State and local laws and resolutions: including, but not limited to the County of Marin Nuclear Free Zone, Living Wage Ordinance, and Board of Supervisors Resolution #2005-97 prohibiting the off-shoring of professional services involving employee/retiree medical and financial data affecting services covered by this Contract. Copies of any of the above-referenced local laws and resolutions may be secured from the Contract Manager referenced in section 21. In addition, the following NOTICES may apply:

- 1. Pursuant to California Franchise Tax Board regulations, District will automatically withhold 7% from all payment made to vendors who are non-residents of California.**
- 2. Contractor agrees to meet all applicable program access and physical accessibility requirements under State and Federal laws as may apply to services, programs or activities for the benefit of the public.**
- 3. For Contractor involving any State or Federal grant funds, Exhibit D must be attached. Exhibit D shall consist of the printout results obtained by search of the System for Award Management at www.sam.gov.**

Exhibit D – Debarment Certification

By signing and submitting this Contract, the Contractor is agreeing to abide by the debarment requirements as set out below.

- The certification in this clause is a material representation of fact relied upon by District.
- The Contractor shall provide immediate written notice to District if at any time the Contractor learns that its certification was erroneous or has become erroneous by reason of changes circumstances.
- Contractor certifies that none of its principals, affiliates, agents, representatives or contractors are excluded, disqualified or ineligible for the award of contracts by any Federal agency and Contractor further certifies to the best of its knowledge and belief, that it and its principals:
 - Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal Department or Agency;
 - Have not been convicted within the preceding three-years of any of the offenses listed in 2 CFR 180.800(a) or had a civil judgment rendered against it for one of those offenses within that time period;
 - Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses listed in 2 CFR 180.800(a);
 - Have not had one or more public transaction (Federal, State, or Local) terminated within the preceding three-years for cause or default.

- The Contractor agrees by signing this Contract that it will not knowingly enter into any subcontract or covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
- Any subcontractor will provide a debarment certification that includes the debarment clause as noted in preceding bullets above, without modification.

21. NOTICES:

This Contract shall be managed and administered on District's behalf by the Department Contract Manager named below. All invoices shall be submitted and approved by this Department and all notices shall be given to District at the following location:

Contract Manager: _____
 Dept./Location: _____
 Telephone No.: _____

Notices shall be given to Contractor at the following address:

Contractor: _____
 Address: _____
 Telephone No.: _____

22. ACKNOWLEDGEMENT OF EXHIBITS

Check applicable Exhibits

CONTRACTOR'S INITIALS

<u>EXHIBIT A.</u>	<input checked="" type="checkbox"/> Scope of Services	
<u>EXHIBIT B.</u>	<input checked="" type="checkbox"/> Fees and Payment	
<u>EXHIBIT C.</u>	<input checked="" type="checkbox"/> Insurance Reduction/Waiver	
<u>EXHIBIT D.</u>	<input type="checkbox"/> Contractor's Debarment Certification	
<u>EXHIBIT E.</u>	<input type="checkbox"/> Subcontractor's Debarment Certification	

IN WITNESS WHEREOF, the parties have executed this Contract on the date first above written.

CONTRACTOR:

By: _____
 Name: _____
 Telephone No.: _____

**APPROVED BY
 MARIN COUNTY OPEN SPACE DISTRICT:**

By: _____

GENERAL MANAGER

=====

COUNTY COUNSEL REVIEW AND APPROVAL (required if template content has been modified)

County Counsel: _____ **Date:** _____

EXHIBIT "A"
SCOPE OF SERVICES (required)

EXHIBIT "B"
FEES AND PAYMENT SCHEDULE (required)

The maximum cost of this contract shall not exceed \$AMOUNT.

All invoices submitted by Contractor shall be detailed and include:

- A description of services performed
- The date(s) services were performed
- Invoice date
- The number of hours services were performed
- The hourly rate of services performed
- A description of costs incurred (if applicable)
- The Contract Log #
- The Purchase Order #

EXHIBIT "C"

INSURANCE REDUCTION/WAIVER

CONTRACTOR:

CONTRACT TITLE:

This statement shall accompany all requests for a reduction/waiver of insurance requirements. Please check the box if a waiver is requested or fill in the reduced coverage(s) where indicated below:

	<i>Check Where Applicable</i>	<i>Requested Limit Amount</i>	<i>CAO Use Only</i>
General Liability Insurance	<input type="checkbox"/>	\$	
Automobile Liability Insurance	<input type="checkbox"/>	\$	
Workers' Compensation Insurance	<input type="checkbox"/>		
Professional Liability Deductible	<input type="checkbox"/>	\$	

Please set forth the reasons for the requested reductions or waiver.

Contract Coordinator Signature: _____

Date: _____

Extension: _____

Approved by Risk Manager: _____

Date: _____

EXHIBIT E

GEOGRAPHIC DATA

Geographic data should be delivered via CD-ROM, DVD, USB Flash Drive or external hard drive, or electronic data transfer (e.g., email, fileshare, FTP, etc), and should contain the following:

- Geospatial data (shapefiles, geodatabases, CAD, rasters, etc.)
- Maps
- Associated data tables or relational databases
- Summary descriptive document and basic metadata

A Descriptive Document (Word and/or ASCII text file) describing the dataset should accompany any submission and provide all necessary information for understanding the submittal. At a minimum, the document should include:

- List of each file contained in the submittal
- Description of the dataset, including all spatial data, related tables and any project codes
- Version and date of the data
- Information on sensitive data issues (if any)
- Contact information for those responsible for creating the data and who have the responsibility for maintaining the master version of the data
- A short description of data themes (limited to one to two sentences for each theme)
- Linking fields (to documents, a Microsoft Access database, and/or digital photographs)

Geospatial Data

There are several ways to represent spatial data in a GIS including points, lines, polygons (vector data), or rasters/images. Appropriate representations will vary depending on the scale and goals of the contract. Prior to data collection, these issues should be addressed and resolved in the project scope in consultation with the project or data manager.

File Naming Conventions and Directory Structure

Clear and meaningful file and field names should be used that convey the nature of the data and subject represented. Names should not contain spaces or special characters, but may contain underscores.

Coordinate System

All spatial data must be georeferenced with coordinate system information defined in the data file that is either readable by ESRI software, or listed in a document with complete information (coordinate system name, parameters, and datum). The preferred coordinate system is:

NAD 1983 UTM, Zone 10N,: Transverse Mercator Projection

Units: Meters

Submitted data may use a different coordinate system than the one listed above, but must include complete coordinate system information.

Spatial Data Formats

Data formats should be clearly stipulated and agreed upon with contractors or cooperators. If there are questions about choosing data formats, contact the project manager or the GIS Specialist for guidance before data collection and processing begin.

Vector Data

Vector data should generally be supplied as ESRI Geodatabases or ESRI shapefiles.

If CAD drawings are delivered, they must have defined datum and projection information so that exported data can be read in ArcGIS. Non-geographic elements such as drawing borders, title blocks, north arrows, and detail drawings should not be included in export files.

Raster Data

All cell-based datasets or grids should generally be supplied as ESRI Geodatabase rasters, ESRI GRIDs, and/or GeoTIFFs, compatible with the current version of ArcGIS. Geo-referenced digital aerial photography and imagery should generally be supplied as 8-bit grayscale GeoTiff or 24-bit RGB GeoTiff files with any associated georeference information included. Other ESRI compatible georeferenced raster files, such as ERDAS Imagine (.img) and MrSID (.sid) may also be submitted.

Map files

Maps should be supplied in electronic format for display (i.e. PDF, JPEG, or Power Point). For maps created in GIS, the preferred form of data delivery is ESRI Map Package (.mpk) files, which include a map document with the symbology and layout used in the final map along with copies of all of the spatial data in the map.

Data Collection Methods

When using GPS for data collection, the GPS unit type, model, averaging method used for static mapping (point), error correction technique (type of differential correction used), and GPS quality filters employed should be recorded in the metadata and discussed in the Descriptive Document.

When digitizing features from maps or photographs, the source, scale, date, and methods (i.e., process steps) should be recorded in the metadata and discussed in the Descriptive Document.

Attribute Data

Simple attribute data should be included as part of the ArcGIS feature attribute table. Complex attributes should be delivered in a well-structured relational database format such as a Microsoft Access (.mdb) file using current versions of Microsoft Access. Map features and database records should share a common unique identifier or primary key that relates the map feature to the table record.

Quality Control

The Contractor should document the QA/QC procedures used to assess the data as well as report on the resulting accuracy and precision.

Metadata

DPW strongly encourages contractors to prepare metadata using ArcCatalog, or in a format that can be easily imported into ArcCatalog. The metadata should be located in the same directory as the data, share the same naming prefix and, when appropriate, be attached to that data.

All data submitted must be accompanied by metadata that, at a minimum, includes the following:

- Abstract - Narrative description of the data, collection methods, equipment used, source of input data, scale
- Contact information for person who collected and/or prepared the geospatial data
- Complete descriptions of all codes and all other information in the attribute fields
- Process information including how and when the data were collected, and by whom, equipment used, and any other relevant information
- Statement about any issues with the data, including any assumptions, appropriate uses, data sensitivity, or any other relevant statement about how the data should or should not be used.

EXHIBIT 6

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE, GRANT AGREEMENT



State of California - Natural Resources Agency
DEPARTMENT OF FISH AND WILDLIFE
1416 9th Street
Sacramento, CA 95814
www.wildlife.ca.gov

EDMUND G. BROWN JR., Governor
CHARLTON H. BONHAM, Director



WATERSHED RESTORATION GRANT PROGRAM GRANT AGREEMENT NUMBER P1796014

GRANTOR: State of California, acting by and through (Grantor)
The California Department of Fish and Wildlife,
P.O. Box 944209
Sacramento, CA 94244-2090

GRANTEE: County of Marin (Grantee)
3501 Civic Center Drive, Suite 260
San Rafael, CA 94903

SECTION 1- LEGAL BASIS OF AWARD

Pursuant to **CALIFORNIA WATER CODE 79737** AND **FISH AND GAME CODE 1501.5 (b)**, Grantor is authorized to enter into a Grant Agreement ("Agreement") and to make an award to the Grantee for the purposes set forth herein. Grantor and Grantee ("the parties") accept the grant on the terms and conditions of this Agreement. Accordingly, the parties hereby agree as follows:

SECTION 2 - GRANT AWARD

Grant. In accordance with the terms and conditions of this Agreement, Grantor shall provide Grantee with a maximum of **\$ 550,000** to financially support and assist Grantee's implementation of **McInnis Marsh Restoration Project**.

Term. The term of this Agreement is Upon Grantor approval through **December 31, 2020**.

SECTION 3 - USES OF GRANT

Eligible Uses of Grant. Grantee's use of the Grant monies is limited to those expenditures necessary to implement the Project and that are eligible under applicable federal and State of California law. Furthermore, Grantee's expenditure of Grant monies must be in accordance with the Project budget and narrative (the "Budget") set forth within this Agreement. Grantee may not transfer Grant monies between or among Budget line items without written approval from CDFW Grant Manager in accordance with Section 8 – Budget.

SECTION 4 - GRANTEE'S REPRESENTATIONS AND WARRANTIES

Grantee represents and warrants to Grantor as follows:

- 4.01 Existence and Power.** Grantee is a **Public entity**, validly existing, and in good standing under the laws of California. Grantee has full power and authority to transact the business in which it is engaged and full power, authority, and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.
- 4.02 Binding Obligation:** This Agreement has been duly authorized, executed and delivered on behalf of Grantee and constitutes the legal, valid, and binding obligation of Grantee, enforceable in accordance with its terms.

SECTION 5 - GRANTEE'S AGREEMENTS

- 5.01 Purpose:** This Agreement is entered into by the parties for the purpose of providing financial support to Grantee to complete the activities identified within Section 6, Project Statement.
- 5.02 Project Statement:** Grantee shall complete activities as set forth in Section 6, Project Statement. Changes to Section 6 shall be submitted to the California Department of Fish and Wildlife (CDFW) Grant Manager for prior approval and may be made only as provided in **Exhibit 1.a** of this Agreement, which is attached hereto and made a part of this agreement.
- 5.03 Use of Project Funds:** Grantee shall use the funds provided by this Agreement for the provision of activities described in Section 6, Project Statement, and shall expend these funds in accordance with the budget shown in Section 8, Expenditure Summary. Any changes in the program's budget shall be submitted to the Grantor for approval prior to any change taking place.
- 5.04 Payment Schedule:** Payments shall be made to Grantee according to the payment and report schedule identified in Section 8, Expenditure Summary.
- 5.05 Eligibility of Funds:** In the event that the California Budget Act does not provide sufficient appropriations to allow Grantor to fund the Program at the level initially agreed, the Grantor reserves the right to modify this agreement to reflect a reduction in available funds, as an alternative to termination.
- 5.06 Submission of Reports:** Grantee shall submit progress reports in accordance with the payment and report schedule in Section 7, Reports. Reports shall be submitted in the format prescribed by the Grantor, as identified in Section 7, Reports, and shall address the activities outlined in Section 6, Project Statement. Failure to submit timely and accurate reports shall be considered evidence of non-compliance with this Agreement and shall permit termination of the Agreement by the Grantor.

- 5.07 **General Terms and Conditions:** **Public Entities General Grant Provisions (Exhibit 1.a)** is attached hereto and made a part of this agreement.
- 5.08 **Amendments:** Any request for an amendment by the Grantee must be submitted to the Grantor Project Manager no later than 120 days prior to the close of the grant. Request must include explanation and justification for amendment.
- 5.09 **Acknowledgement of Credit:** Grantee shall include signage, to the extent practicable, informing the public that the Project received funds through the California Department of Fish and Wildlife from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (CWC §79707 [g]).

SECTION 6 - PROJECT STATEMENT

- 6.01 **Introduction:** The California Department of Fish and Wildlife (CDFW) Watershed Restoration Grant Program was developed in response to the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1). Proposition 1 amended the California Water Code (CWC) to add, among other articles, Section 79737, authorizing the Legislature to appropriate funds to CDFW to fund multi-benefit ecosystem and watershed protection and restoration.

To further the goals of Proposition 1, CDFW is entering a Grant Agreement with **County of Marin** to provide funding for the project entitled **McInnis Marsh Restoration Project**.

The McInnis Marsh Restoration Project (Project) will develop the planning designs for restoration of 180 acres of diked tidelands to tidal and upland transitional habitat. The Project designs will include removing levees adjacent to San Pablo Bay, Miller Creek, and Gallinas Creek, creating low-flow breaches to the creeks, and the construction of a horizontal levee with a public trail and interpretive signs. Federal and state listed threatened and endangered species expected to benefit from the Project include the salt marsh harvest mouse, Ridgway's rail, California black rail, and steelhead. Grantee will implement several goals in the California Water Action Plan by restoring important ecosystems, (i.e. estuarine habitat), using recycled water, and improving flood protection for park and wastewater treatment facilities. Consistent with the State Wildlife Action Plan, the Project will restore natural processes to the Miller and Gallinas Creek estuaries, protect sensitive habitats, and educate the public about wildlife conservation issues.

The Project is part of a larger coordinated effort to protect and restore the eight miles of San Pablo Bay Shoreline from China Camp to the Novato Creek Baylands.

6.02 Objectives(s): Specific objectives of this Project are to:

- Develop necessary designs and engineering plans for the restoration of McInnis Marsh.
- Develop a Monitoring and Adaptive Management Plan.
- Conduct an environmental review consistent with the requirements of the California Environmental Quality Act and, if necessary, the National Environmental Protection Act.
- Develop permit applications for the San Francisco Bay Conservation and Development Commission, the California Department of Fish and Wildlife, San Francisco Bay Regional Water Quality Control Board, and the U.S. Army Corps of Engineers.
- Prepare Biological Assessments and initiate the Endangered Species Act Section 7 Consultation with the U.S. Fish and Wildlife Service and the National Marine Fisheries Services.

6.03 Project Description:

6.03.1 Location: McInnis Marsh Restoration Project is located in San Rafael California, near the mouths of Miller Creek and Gallinas Creek (on the north and south site boundaries, respectively) and includes a subsided historic bayland basin surrounded by non-structural levees. It currently functions as a seasonal wetland with a network of ditches that drain the parcel to San Pablo Bay. Gallinas Creek tidal wetlands lie immediately to the east. The Las Gallinas Valley Sanitary District (LGVSD) wastewater treatment plant, which serves the northern San Rafael area, is immediately north.

6.03.2 Site Access: The Grantee shall permit Grantor, and their respective members, officers, employees, agents and representatives, to access the Property at least once every twelve months from the date of Grantor's Notice to Proceed through the end of the Project Life (25 years) for purposes of inspections and monitoring. Such access shall be at times reasonably acceptable to the Landowner and the requester following written or verbal request to the Grantee.

6.03.3 Project Set Up: Grantee will conduct the Project in partnership with the Las Gallinas Valley Sanitary District (LGVSD) and the Marin County Flood Control and Water Conservation District (MFC).

The Grantee will take the lead for project management of this Agreement and will perform this work as an in-kind service.

Subcontractors will provide services for biological, geotechnical, hydrologic and engineering studies; Project Design; Monitoring and Adaptive Management Plan; and, environmental compliance including CEQA/NEPA document preparation.

Subcontractors will be secured through a competitive bidding process and their costs will be reimbursed by a combination of Grantee, Proposition 1, and other funding sources as described in the Section 6.03.5 Project Implementation and 8.01 Expenditure Summary.

6.03.4 Materials and Equipment: No materials nor equipment will be purchased through this agreement.

6.03.5 Project Implementation: Grantee will complete the following tasks as outlined and as proposed during the Fiscal Year 2016-17 Proposition 1 Restoration Grant Program solicitation process. Complete proposal package is located with Grantor Watershed Restoration Grants Branch staff at: 1700 9th Street, Sacramento, CA.

Task 1 - Project Management and Administration

Grantee shall provide all technical and administrative services associated with performing and completing the work for this Project.

Funding source: Project management tasks are provided as an in-kind service by Grantee and will not be reimbursed under this Agreement.

Subtask 1.1 - Project Reporting and Deliverables

Grantee shall prepare and submit quarterly progress reports, a Draft and Final Project Report, and all other grant deliverables to the Grant Manager as scheduled in *Section 6.03.6* and specified in *Section 7*.

Subtask 1.2 - Quarterly Invoices

Grantee shall prepare and submit Quarterly Invoices to the Grant Manager using instructions detailed in *Section 8.04 Payment Provisions*.

Subtask 1.3 – Subcontract Management

As identified in *Section 6.03.3 Project Set-up*, Grantee shall identify one or more subcontractors through a competitive bidding process to complete Tasks 2 to 7. Grantee shall manage all aspects of Subcontractor work. Grantee shall submit the Subcontractors' subcontracts to the CDFW Grant Manager within 30 days of being executed.

Subtask 1.4 – Project Data Management

Grantee shall provide all Project data as described in Section 7.03, Data Management, in a format agreed upon by the Grant Manager. Grantee will add initial and final Project information to EcoAtlas Project Tracker and will provide Project GIS shapefiles to Grant Manager.

Task 2 - Stakeholder Participation

Grantee and Subcontractor shall conduct Stakeholder Meetings at least three times throughout the duration of the project to describe the goals, objectives, and progress of the project and to receive comments and suggestions from public agencies, affected entities, and interested persons.

Deliverables: Grantee shall document stakeholder meetings by preparing a Meeting Summary for each meeting that includes the following materials: 1) evidence of public notice, 2) meeting agenda, 3) meeting minutes, and 4) presentations (e.g. PowerPoint slides), if applicable.

Task 3 - Technical Studies & Engineering

Grantee shall subcontract with licensed geotechnical, hydrologic, and civic engineers to design and model the restoration components of the Project. Technical studies completed as part of the design work will include geotechnical analysis, topographic surveys, and hydrologic modeling. This information will be required to complete the following: *Task 6, Restoration Plans and Designs*, and *Task 7, Environmental Compliance and Permitting*.

The following studies will include, but will not be limited to:

- a) Geotechnical studies and modeling, including but not limited to, the design of the horizontal levee and sediment assessment of existing levees.
- b) Hydrological studies and modeling, including but not limited to, impacts to hydrology of Miller and Gallinas Creeks and hydrologic design for breach locations and interior channels.
- c) Civic engineering studies and modeling, including but not limited to, levee designs and other physical features that may be necessary for the project.

Technical Studies and Engineering Summaries will be submitted to the Grant Manager with Quarterly Reports as each study component is completed or updated.

The Technical Studies and Engineering results shall be incorporated in the Basis of Design (BOD) report as described in

Task 6.

Task 4 - Biological Assessment

Grantee and Subcontractor shall request a formal consultation from the California Department of Fish and Wildlife, the U.S. Fish and Wildlife Service, and the National Marine Fisheries Service. Grantee will work with the U.S. Corps of Engineers, which will take lead on the federal consultations, to prepare a Biological Assessment. Grantee will rely on USFWS's *Guidance for Preparing a Biological Assessment* and National Marine Fisheries Service *Recommendations for the Contents of Biological Assessments and Biological Evaluations*.

Deliverable: Grantee shall submit a draft Biological Assessment to the CDFW Grant Manager for a 30-day review period. Grantee shall address comments and submit the Final Biological Assessment.

Task 5 - Monitoring and Adaptive Management Plan

Grantee and Subcontractor shall develop a Monitoring and Adaptive Management Plan (MAMP) for monitoring the success of the restoration Project. Development of the MAMP will rely on baseline condition data and other data from pre-construction assessments. The MAMP will include monitoring goals and objectives, monitoring protocols, interim and final success criteria (i.e., Project performance measures), an adaptive management process including identification of critical Project uncertainties and a process to address them, a data management plan, and a data Quality Assurance / Quality Control (QA/QC) plan. Protocols will be identified from, but will not be limited to: *Framework for a Unified Monitoring, Assessment and Reporting Program for the Bay-Delta 2010 Report*, and the *Wetland and Riparian Area Monitoring Plan* developed by the California Wetland Monitoring Workgroup.

Deliverable: A draft MAMP will be submitted to the CDFW Grant Manager for a 30-day review period. Grantee shall address comments and submit the Final MAMP with the Final Report.

Task 6 - Restoration Designs

Grantee and Subcontractor shall prepare designs that will support consultation with Project partners, and resource and regulatory agency staff.

Task 6.1 – Conceptual (30%) Designs

Grantee and Subcontractor shall develop Conceptual (30%) Designs for grading, vegetation/landscaping, levee removal and redesign, irrigation, drainage, access routes, and other plans necessary for constructing the Project. The Conceptual (30%) Designs shall

include, but are not limited to, preliminary design of the site specific restoration elements; preliminary BOD memo to document alternative analysis and design concepts; and title sheet, plan views, and cross sections.

Deliverables: The draft Conceptual (30%) Designs and BOD will be submitted to the CDFW Grant Manager for a 30-day review period, as described in Section 6.03.7, Compliance. Grantee shall address all comments and submit the Final Conceptual (30%) Designs.

Task 6.2 – Intermediate (65%) Designs

Grantee and Subcontractor shall develop Intermediate (65%) Designs. The Intermediate (65%) Designs shall contain refined restoration design elements, and begin the evaluations of construction related design elements (access, dewatering, tree removal, spoils removals, bench construction). The Intermediate (65%) Designs shall include, but are not limited to, title sheet, project site plan with preliminary grading, longitudinal profiles, cross sections, and an updated BOD.

Deliverables: The draft Intermediate (65%) Designs will be submitted to the CDFW Grant Manager for a 30-day CDFW Engineering review period as described in Section 6.03.7, Compliance. Grantee will address all comments and submit the Final Intermediate (65%) Designs.

Task 7 - Environmental Compliance and Permitting

Grantee and Subcontractor shall complete all permitting required for the Project.

Subtask 7.1 – Permits

Grantee and Subcontractor shall prepare all environmental documents, and apply for all permits as required by, but not limited to: California Environmental Quality Act (CEQA), California Endangered Species Act (CESA), Federal Endangered Species Act (ESA), California Department of Fish and Wildlife Lake and Streambed Alteration Program (1600), San Francisco Bay Conservation and Development Commission, California Water Quality Control Board, and the U.S. Army Corps of Engineers. The process will include follow-up consultation with the regulatory agencies and possibly project modifications.

Subtask 7.2 – CEQA Document

Depending on outcomes of the CEQA Analysis, a Negative Declaration (ND) or an Environmental Impact Report (EIR) will be prepared for this Project. The process will include the preparation of a Notice of Intent (NOI) to prepare a CEQA document, draft CEQA

document, review, response to public comments, and preparation of a final CEQA document.

Deliverables: Copies of all environmental documents and permits will be provided to the Grant Manager.

6.03.5.1 References

USFWS. 2016. Guidance for Preparing a Biological Assessment. Available: https://www.fws.gov/midwest/endangered/section7/ba_guide.html

National Marine Fisheries Service. (2009) Recommendations for the Contents of Biological Assessments and Biological Evaluations. Available: <http://www.fpir.noaa.gov/Library/PRD/ESA%20Consultation/Final%20Action%20Agency%20Consultation%20Package%20Files%20for%20website%201-12-09/Template%20for%20BA-BE%20-%201-12-09.doc>

Framework for a Unified Monitoring, Assessment and Reporting Program for the Bay-Delta 2010 Report. Available: http://deltacouncil.ca.gov/sites/default/files/documents/files/UMARP%20Report%20Review%20Version2_Nov.%206_2011_PrologueAdded.pdf

California Wetland Monitoring Workgroup. Wetland and Riparian Area Monitoring Plan. Available: www.mywaterquality.ca.gov/monitoring_council/wetland_workgroup/wrap/index.html

6.03.6 Timelines:

<u>Task</u>	<u>Description</u>	<u>Deliverables</u>	<u>Estimated Completion Dates</u>
1	Project Management and Administration	1.1 Quarterly Progress Reports Draft Final Report Final Report 1.2 Quarterly Invoices 1.3 Subcontracts 1.4 Project boundary shapefile EcoAtlas data submission: initial EcoAtlas data submission: final All Project Data	Due thirty (30) days after each calendar quarter September 15, 2020 December 15, 2020 Due thirty (30) days after each calendar quarter Due 30 days after subcontracts are executed Due with first Quarterly Progress Report Due with first Quarterly Progress Report Due with Final Report Due with Final Report
2	Public Participation	Meeting Summaries	Due with Quarterly Progress Reports, as applicable
3	Technical Studies and Engineering	Technical Studies and Engineering Summaries	Due with Quarterly Reports
4	Biological Assessment	Draft Biological Assessment Final Biological Assessment	December 31, 2018 February 28, 2020
5	Monitoring and Adaptive Management Plan	Draft Monitoring and Adaptive Management Plan Final Monitoring and Adaptive Management Plan	October 31, 2020 Due with Final Report

P1796014
COUNTY OF MARIN

6	Restoration Designs and Plans	6.1 Draft Conceptual (30%) Designs Final Conceptual (30%) Designs 6.2 Draft Intermediate (65%) Plans Final Intermediate (65%) Plans	June 30, 2018 August 30, 2018 May 31, 2020 Due with Final Report
7	Environmental Compliance and Permitting	7.1 Environmental Permit Applications 7.2 Draft CEQA Documents Final CEQA Documents	Due with Final Report May 31, 2020 Due with Final Report

6.03.7 Compliance:

Grantee shall provide verification of permit compliance to the Grant Manager before project field work begins, if any. As may be necessary, the Grantee shall be responsible for obtaining the services of appropriately licensed professionals to comply with the applicable requirements of the Business and Professions Code including but not limited to section 6700 et seq. (Professional Engineers Act) or section 7800 et seq. (Geologists and Geophysicists Act). Construction design plans will be required for CDFW engineering staff review and approval at 30%, 65%, and 100%. The CDFW engineering staff will be given up to a 30-calendar-day review period, or a longer period as may be mutually agreed upon, and must approve the design plans before work may continue. Project design review and approval by CDFW engineering staff does not imply CDFW responsibility or liability for the performance of this aspect or any other aspect of the project. Such liabilities and assurances of performance are the responsibility of the applicant or their engineering contractor. If the Grantee fails to perform in accordance with the compliance provisions of this Agreement, the Grantor retains the right, at its sole discretion, to delay, interrupt, or suspend the work for which the grant monies are supplied.

6.04 **Contacts:**

The Project Officials during the term of this Agreement are:

<u>CDFW Grant Manager:</u>	<u>County of Marin:</u>
Name: Hildie Spautz Address: Watershed Restoration Grants Branch 1416 9 th Street, Rm. 1266, Sacramento, CA 95814 Phone: (916) 445-0076 Email: Hildegarde.Spautz@wildlife.ca.gov	Name: James Raives Sr. Open Space Planner County of Marin Address: 3501 Civic Center Drive, Suite 260, San Rafael, CA 94903 Phone: (415) 473-3745 Email: JRaives@marincounty.org

Direct all administrative inquiries to:

<u>CDFW Grant Coordinator:</u>	<u>County of Marin:</u>
Name: Keng Saefong Address: 1416 9 th Street, Rm 1266 Sacramento, CA 95811 Phone: (916) 445-5350 Email: Keng.Saefong@wildlife.ca.gov	Name: James Raives Sr. Open Space Planner County of Marin Address: 3501 Civic Center Drive, Suite 260, San Rafael, CA 94903 Phone: (415) 473-3745 Email: JRaives@marincounty.org

The point of contact may be changed at any time by either party by providing a ten (10) day advance written notice to the other party.

SECTION 7 - REPORTS

7.01 **Progress Reports:**

The Grantor must receive **quarterly** progress reports. These reports should be delivered to the CDFW Grant Manager identified in Section 6.04 – Contacts in the manner and format identified in Requirements, below. A sample Quarterly Progress Report will be provided by the CDFW Grant Manager.

Requirements:

- 1) The first Quarterly Progress Report shall be submitted to the Grant Manager within thirty (30) days following each calendar quarter following Grant execution and for the term of this Grant.
- 2) Grantee shall provide the following with the first Quarterly Progress Report: Project boundary shapefile in an industry-standard spatial data format (ESRI-readable) and documented with metadata in accordance with the CDFW Minimum Data Standards (<http://www.dfg.ca.gov/biogeodata/bios/metadata.asp>).
- 3) Grantee shall provide all of the following in each Quarterly Progress Report:
 - List of activities and Tasks performed and/or completed, and percent completed.
 - Summaries of meetings and/or other events where the project was presented
 - List and record of milestones accomplished and/or completed
 - List of problems encountered while performing the Task(s) and proposed solutions
 - List of proposed activities and Tasks for the following quarter
- 4) Grantee shall submit to the Grant Manager for review, any and all reports, plans, or other deliverables containing the results of the work performed.

7.02 Final Report:

A Draft Final Report shall be due 60 days prior to delivery of the Final Report for comment by the CDFW Grant Manager. A sample Final Report template will be provided by the CDFW Grant Manager.

A Final Report that summarizes the life of the grant and describes the work and results pursuant to Section 6, Project Statement, is due no later than **December 15, 2020**.

The Final Report will include the following:

- Whether the project objectives were met;
- Discussion as to why unsuccessful objectives were not met AND what alternative approaches may lead to their success in future efforts;
- All data for the project; and, all water quality data in CEDEN compatible format and proof of submission;
- Final Biological Assessment, as produced in Task 4;

- Final Monitoring and Adaptive Management Plan, as produced in Task 5;
- Final Intermediate (65%) Plans, including Basis of Design, as produced in Task 6.2;
- Permits, as produced in Task 7.1;
- Final CEQA document, as produced in Task 7.2;
- Pacific Coast Salmonid Restoration Fund Performance Measures (Attachment 1);
- How the project addressed the Water Quality, Supply and Infrastructure Improvement Act of 2104 (Proposition 1), the California Water Action Plan, and the State Wildlife Action Plan.

7.03 Data Management:

Data management activities will be coordinated by the **Grantee Project Manager**. Grantee shall be responsible for verifying the quality of the data in accordance with applicable Quality Assurance/Quality Control guidelines. Grantee shall prepare and submit to the Grant Manager all data generated by the project. Geospatial data will be delivered in an industry-standard spatial data format (ESRI-readable) where applicable and documented with metadata in accordance with the CDFW Minimum Data Standards (<http://www.dfg.ca.gov/biogeodata/bios/metadata.asp>).

Grantee shall upload preliminary and final project data (e.g., project proponent, project name, location, pertinent dates, activity type(s), and habitat types and amounts, CDFW Proposition 1 funding amount, and project boundary) to EcoAtlas Project Tracker (<http://www.ecoatlas.org/>).

Water quality data generated by the project will be collected in a manner that is compatible and consistent with the California Environmental Data Exchange Network (CEDEN, <http://www.ceden.org/>). The Grantee shall upload relevant data to CEDEN and provide a receipt of successful data submission, generated by CEDEN, to the Grant Manager prior to submitting a final invoice.

Groundwater monitoring data generated by the project will be collected and reported in a manner that is compatible and consistent with the groundwater data systems administered by the State Water Resources Control Board. The Grantee shall upload relevant data to GeoTracker GAMA (<http://www.waterboards.ca.gov/gama/>) and provide proof of successful data submission prior to submitting a final invoice.

SECTION 8 - BUDGET

8.01. Expenditure Summary

The Grantor will provide an amount not to exceed \$550,000.00 as shown below in this Budget. The Grantee or their partners will provide up to \$735,000.00 in funds or in-kind services as cost share to complete tasks described in Section 6, Project Statement. Accurate records of in-kind funds or services will be provided to the Grantor with the Final Report

Line Item Budget Detail

	Hourly Rate	Total Hours	Total Amount
Personnel Services			
Total Personnel Services			\$0.00
Operating Expenses			
Subcontractors			
Subcontractor(s) to be determined			\$550,000.00
Subtotal Subcontractors			\$550,000.00
Other			
Subtotal Other			
Equipment			
Total Operating Expenses			\$550,000.00
Subtotal Personnel Services and Other Operating Expenses			\$0.00
Indirect Costs (0%)			\$0.00
Total Agreement Amount			\$550,000.00

Table of Funding Sources and Cost Share

SOURCE OF FUNDS	CASH	IN-KIND	TOTAL
California Dept of Fish and Wildlife (Grantee)	\$550,000	\$0	\$550,000
Other State Agency(ies)	\$0	\$0	\$0
Federal	\$0	\$0	\$0
Applicant <i>County of Marin</i>	\$400,000	\$200,000	\$600,000
Other(s) including partners: <i>Las Gallinas Valley Sanitary District (LGVSD)</i>	\$100,000	\$35,000	\$135,000
Total Project Cost	\$1,050,000	\$235,000	\$1,285,000

Note: Any changes or modifications to a fund source indicated above must be promptly reported to the Grantor Grant Manager. Projects with undisclosed fund sources may be subject to an audit.

8.02 Prior Approval Requirements: The following changes require prior approval of the CDFW Grant Manager, whether or not the change has a budgetary impact.

1. Change in Project Description
2. Inclusion of restricted use data or copyrighted works in Deliverables
3. Travel not included in the approved Budget
4. Computer (or theft sensitive equipment) not included in the approved Budget
5. Equipment not included in the approved Budget

8.03 Budget Modifications

Budget revisions between identified budget categories in cost reimbursement agreements that are within the total agreement amount, comply with the Prior Approval Requirements, above and do not change the Scope of Work or substitute Key Personnel, as defined in this Agreement, are allowed as described below:

- 1) Up to 10% of the total budget amount or \$10,000, whichever is less, is allowed with approval of the Grantor's Project Manager, or as otherwise agreed to by the Parties and documented within *Section 8.01 - Budget Detail*.
- 2) Exceeding 10% or \$10,000, whichever is less, of the last approved budget require the Grantor's Project Manager prior approval and may require a formal amendment to this Agreement. The Grantee will submit a revised budget to the Grantor for approval.

8.04 Payment Provisions

8.04.1 Disbursements: Grant disbursements will be made to the Grantee not more frequently than **quarterly** in arrears, upon receipt of an original itemized invoice and any required progress report or other mandatory documentation as identified within this Agreement. The invoice package must be sent to the Grant Manager at:

California Department of Fish and Wildlife,
Attn: Hildie Spautz
Watershed Restoration Grants Branch
1416 9th Street, Room 1266
Sacramento, CA 95814

The invoice shall contain the following information:

- The word "Invoice" should appear in a prominent location at the top of the page(s);
- Printed name of the Grantee;
- Business address of the Grantee including P.O. Box, City, State, and Zip Code;
- Name of the Region/Division of the Department of Fish and Wildlife being billed;
- The date of the invoice and the time period covered; i.e., the term "from" and "to";
- The number of the Grant upon which the claim is based;
- The invoice must be itemized using the categories and following the format of the budget;
- The total amount due. This should be in a prominent location in the lower right-hand portion of the last page and clearly distinguished from other figures or computations appearing on the invoice. The total amount due shall include all costs incurred by the Grantee under the terms of this grant;
- The original signature of the Grantee (not required of established firms or entities using preprinted letterhead invoices); and
- The Grantee must provide supporting documentation for the invoice and actual receipts upon request of the Grant Manager.

8.04.2 Invoice Documentation: Each invoice for payment must be accompanied by a written description, not to exceed two pages in length, of the Grantee's performance under this grant since the time the previous such report was prepared. The report shall describe the types of activities and specific accomplishments during the period for which the payment is being made rather than merely listing the number of hours worked during the reporting period. If there are cost shares involved with the project, the final invoice must include a budget summary of cost share expenditures by fund source. A sample invoice template will be provided by the CDFW Grant Manager.

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WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the dates set forth below their respective signatures.

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

By:

Signature: Tyrone Williams, PCO

Printed Name: Tyrone Williams

Title: Branch Chief, Business Management Branch

Date: 7/26/17

AUTHORIZED AGENT FOR GRANTEE

By:

Signature: Damon Connolly

Printed Name: Damon Connolly, President Pro-Tem

Title: Marin County Board of Supervisors

Date: 7/18/17

This Agreement is exempt from DGS-OLS approval, per SCM 4.06.

Attachment 1
Final Report Template for Reporting to NMFS Pacific Coast Salmonid
Recovery Fund

Project Title:

Prop 1 Grant Number: _____

Grantee Name and Contact Information:

Author Information:

Overview of project:

In this section please give a description of the project. Explain the purpose for the design and what is being designed. Include the term dates of the grant.

Final Budget:

In this section include a complete final budget including total of each fund source, by line item expended to complete the project. Also include all cost share (cash or in-kind service,) with the source clearly labeled, with no acronyms. This should be in the same format as is outlined in the PSN and contain actual spent amounts, not proposed amounts.

Location Map:

*Provide a topographic map with the location of design project labeled. Instructions for breaking down the sites are in the "Project Location Topographic Map" section of the PSN document. **Aerial photos do not satisfy this requirement.***

Final Design:

In this section please provide the final product or design. This can be submitted as an attachment.

Performance Measures:

*In this section fill out the list of required performance measures, **based on each site**. If metric is not applicable to work done at a given site, mark the metric "none." (Copy and paste the list of metrics below for **each site**). If you have questions about your sites, please contact CDFW Grant Manager for a list of sites as they are broken down by FRGP.*

*Please provide the following performance measures for the **Salmonid***

Restoration Planning and Assessment project:

- Area encompassed by planning/assessment (acres)

*Please provide the following performance measures for **each site** where **Restoration Planning and Coordination** work was conducted:*

- Funds spent at this site (dollars)

*Please provide the following performance measures for projects that concentrate on **Conducting Habitat Restoration Scoping and Feasibility Studies** for each work site:*

- Site name (text)
- Name of the plan developed/implemented for habitat restoration scoping/feasibility studies (text – Endnote citation format: Author, date, title, source, source address)
- Description of the plan developed/implemented for habitat restoration scoping/feasibility studies (text)

*Please provide the following performance measures for projects that concentrate on **Engineering/Design Work for Restoration Projects** for each work site:*

- Site name (text)
- Name of the plan developed/implemented for engineering/design work for restoration projects (text – Endnote citation format: Author, date, title, source, source address)
- Description of the plan developed/implemented for engineering/design work for restoration projects (text)

Photos:

Provide photos of the location where work is being planned. Provide photos in the format outlines below.

The applicant must include all the information in the following table for each photograph uploaded. When selecting photographic subjects, consideration should be given to the usefulness of the picture for proposal review and subsequent implementation and effectiveness monitoring purposes.

Photographs should contain a scale element such as a vehicle or person, and if possible include fixed landscape features, which help orient the location of the subject in the project site. Note that the table is an example of three photos. (You can have all of your photos on one page, numbered, and then reference them all in one table.)

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FileName	Date	Subject/Site Name	Description	Standing	Facing
photo_1.jpg	5/1/2010	stream crossing	east approach	mid road 100 feet east of stream crossing	west
photo_2.jpg	5/1/2010	culvert inlet	projecting barrel	road shoulder on north side	nw
photo_3.jpg	4/25/2009	culvert outlet	4 foot drop into channel	mid-channel 50 feet downstream of culvert outlet	upstream

**Exhibit 1.a – Public Entities
General Grant Provisions**

Agreement Number: P1796014

Grantee Name: County of Marin

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1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the California Department of Fish and Wildlife (CDFW). Grantee may not commence performance until such approval has been obtained.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT:** This Agreement is not assignable by the Grantee, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT:** Grantee agrees that the CDFW, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code, CCR Title 2, Section 1896).
5. **INDEMNIFICATION:** Grantee agrees to indemnify, defend and save harmless the State of California, CDFW, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all of Grantee's employees or agents, contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of this Agreement.

The State of California shall defend, indemnify and hold the Grantee, its officers, employees and agents harmless from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the State of California, or its agencies, their respective officers, agents or employees.
6. **DISPUTES:** Grantee shall continue with the responsibilities under this Agreement during any dispute.
7. **INDEPENDENT CONTRACTOR:** Grantee, and the agents and employees of Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State. Grantee acknowledges and promises that CDFW is not acting as an employer to any individuals furnishing services or work pursuant to this Agreement.

**Exhibit 1.a – Public Entities
General Grant Provisions**Agreement Number: P1796014Grantee Name: County of Marin

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8. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Grantee and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Grantee and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Grantee 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.

Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

9. **UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
10. **LICENSES AND PERMITS (If Applicable):** The Grantee is responsible for obtaining all licenses and permits required by law for accomplishing any work required in connection with this Agreement. Costs associated with permitting may be reimbursed under this Grant Agreement only if approved in the budget detail and payment provisions section.
11. **RIGHTS IN DATA:** The Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Agreement, are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Grantee may copyright the same, except that, as to any work which is copyrighted by the Grantee, the State reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.
12. **CONTINGENT FUNDING:** It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of State appropriation of funds for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

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This Agreement is valid and enforceable only if sufficient funds are made available pursuant to the California State Budget Act for the fiscal year(s) covered by this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Legislature of any statute enacted by the Legislature which may affect the provisions, terms or funding of this Agreement in any manner.

It is mutually agreed that if the Legislature does not appropriate sufficient funds for the Agreement, the State has the option to terminate the Agreement under the termination clause or to amend the Agreement to reflect any reduction of funds. CDFW has the option to invalidate the contract under the 30-day cancellation clause or to amend the Agreement to reflect any reduction in funds.

13. RIGHT TO TERMINATE:

- a. This agreement may be terminated by mutual consent of both parties or by any party upon thirty (30) days written notice and delivered by USPS First Class or in person.
- b. In the event of termination of this Agreement, Grant Recipient shall immediately provide CDFW an accounting of all funds received under the Agreement and return to CDFW all funds received under this Agreement which have not been previously expended to provide the services outlined within this agreement.
- c. Any such termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. CDFW shall reimburse Grantee for all allowable and reasonable costs incurred by it for the Project, including foreseeable and uncancellable obligations. Upon notification of termination from CDFW, Grantee shall use its reasonable efforts to limit any outstanding financial commitments.

14. CONFIDENTIALITY OF DATA: The Grantee shall protect from disclosure all information made available by CDFW. The Grantee shall not be required to keep confidential any data or information which is publicly available, independently developed by the Grantee, or lawfully obtained from third parties. Written consent of CDFW must be obtained prior to disclosing information under this Agreement.

15. DISCLOSURE REQUIREMENTS: Any document or written report prepared in whole or in part pursuant to this Agreement shall contain a disclosure statement indicating that the document or written report was prepared through an Agreement with the State. The disclosure statement shall include the Agreement number and dollar amount of all Agreements and subcontracts relating to the preparation of such documents or written reports. The disclosure statement shall be contained in a separate section of the document or written report.

If the Grantee or any subcontractor(s) are required to prepare multiple documents or written reports, the disclosure statement may also contain a statement indicating that the total Agreement amount represents compensation for multiple documents or written reports. The Grantee shall include in each of its subcontracts for work under this Agreement, a provision which incorporates the requirements stated within this section.

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16. USE OF SUBCONTRACTOR(S): If the Grantee desires to accomplish part of the services through the use of one (1) or more subcontractors, the following conditions must be met:

- a. The Grantee shall submit any subcontracts to the State for inclusion in the grant file;
- b. The Agreement between the primary Grantee and the subcontractor must be in writing;
- c. The subcontract must include specific language which establishes the rights of the auditors of the State to examine the records of the subcontractor relative to the services and materials provided under the Agreement; and
- d. Upon termination of any subcontract, the State shall be notified immediately, in writing.

The Grantee shall ensure that any subcontract in excess of \$100,000 entered into as a result of this Agreement contains all applicable provisions stipulated in this Agreement.

17. POTENTIAL SUBCONTRACTOR(S): Nothing contained in this Agreement or otherwise shall create any contractual relation between the State and any subcontractor(s) and no subcontract shall relieve the Grantee of its responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the State for the acts and omissions of its subcontractor(s) and of persons directly employed or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its subcontractor(s) is an independent obligation from the State's obligation to make payments to the Grantee. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any subcontractor.

18. TRAVEL AND PER DIEM (if applicable): The Grantee agrees to pay reasonable travel and per diem to its employees under this Agreement. The reimbursement rates shall not exceed those amounts identified in the Department of Personnel Administration and/or Universities of California travel reimbursement guidelines.

19. LIABILITY INSURANCE (as applicable): Unless otherwise specified in the Grant Agreement, when the Grantee submits a signed Agreement to the State, the Grantee shall also furnish to the State either proof of self-insurance or a certificate of insurance stating that there is liability insurance presently in effect for the Grantee of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined. Grantee agrees to make the entire insurance policy available to the State upon request.

The certificate of insurance will include provisions a, b, and c, in their entirety:

- a. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to the State;
- b. The State of California, its officers, agents, employees, and servants are included as additional insured, by insofar as the operations under this Agreement are concerned; and
- c. The State will not be responsible for any premiums or assessments on the policy.

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The Grantee agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Grantee agrees to provide, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the Department of General Services, and the Grantee agrees that no work or services shall be performed prior to giving of such approval. In the event the Grantee fails to keep in effect, at all times, insurance coverage as herein provided, the State may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

CDFW will not provide for, nor compensate the Grantee for any insurance premiums or costs for any type or amount of insurance. The insurance required above, shall cover all Grantee supplied personnel and equipment used in the performance of this Agreement. When applicable, if subcontractors performing work under this Agreement do not have insurance equivalent to the above, the Grantee's liability shall provide such coverage for the subcontractor, except for coverage for error, mistake, omissions, or malpractice, which shall be provided by the subcontractor if such insurance is required by the State.

20. GRANTEE STAFF REQUIREMENTS: The Grantee represents that it has or shall secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel shall not be employees of or have any contractual relationship with the CDFW or any other California State entity.

21. PROPERTY ACQUISITIONS AND EQUIPMENT PURCHASES: Property, exclusive of real property, as used in this exhibit shall include the following:

- a. Equipment – Tangible property (including furniture and electronics) with a unit cost of \$5,000 or more and a useful life of four (4) years or more. Actual cost includes the purchase price plus all costs to acquire, install, and prepare the equipment for its intended use.
- b. Furniture, including standard office furnishings including desks, chairs, bookcases, credenzas, tables, etc.
- c. Portable Assets, including items considered 'highly desirable' because of their portability and value, e.g., calculators, computers, printers, scanners, shredders, cameras, etc.
- d. Electronic Data Processing (EDP) Equipment, including all computerized and auxiliary automated information handling, including system design and analysis; conversion of data; computer programming; information storage and retrieval; voice, video and data communications; requisite system controls; simulation and all related interactions between people and machines.

The Grantee may purchase property under this Grant Agreement only if specified in the budget detail and payment provisions section. All property purchased by Grantee is owned by the

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Grantee. CDFW does not claim title or ownership to the property, but requires Grantee to maintain accountability for all property purchased with grant funds.

Title or ownership to property with a unit cost of \$5,000 or more may be retained by Grantee or Grantor upon end of the grant cycle; final disposition will be coordinated by CDFW's Grant Manager.

Before property purchases made by the Grantee are reimbursed by CDFW, the Grantee shall submit paid Grantee receipts identifying the Grant Agreement Number, purchase price, description of the item (s), serial number(s), model number(s), and location, including street address where property will be used during the term of this Grant Agreement. Said paid receipts shall be attached to the Grantee's invoice(s).

The Grantee shall keep, and make available to Grantor, adequate and appropriate records of all property purchased with the Grant Agreement funds.

Prior written authorization by the CDFW Grant Manager shall be required before the Grantee will be reimbursed for any property purchases not specified in the budget. The Grantee shall provide to CDFW Grant Manager, all particulars regarding the necessity for such property and the reasonableness of the cost.

Property will only be considered for purchase approval if no other equipment owned by the applicant is available and suitable for the project.

Grant funds cannot be used to reimburse the project for equipment obtained prior to the beginning of the grant term.

Grant funds cannot be used for property if specifically prohibited in the authorizing legislation or restricted in the terms of the program.

Should this Grant Agreement be cancelled for any reason, any property purchased with grant funds shall be returned to Grantor.

State policies and procedures applicable to procurement with nonfederal funds, shall apply to procurement by the Grantee under this Grant Agreement, provided that procurements conform to applicable State law and the standards identified in this exhibit. These include, but are not limited to: statutes applicable to State agencies; statutes applicable to State colleges and universities; public works projects; the California Constitution governing University of California contracting, the State Administrative Manual; statutes applicable to specific local agencies; applicable city and county charters and implementing ordinances including policies and procedures incorporated in local government manuals or operating memoranda.