

REQUEST FOR PROPOSALS
ENVIRONMENTAL IMPACT REPORT
FOR THE
CORTE MADERA CREEK FLOOD RISK MANAGEMENT PROJECT, PHASE 1

January 29, 2020

Introduction

The Marin County Flood Control and Water Conservation District (the District), acting as Lead Agency, intends to retain a consultant to prepare a full scope Environmental Impact Report (EIR) for the Corte Madera Creek Flood Risk Management Project, Phase 1 (the Project). The District is requesting proposals from qualified consultants interested in preparing the EIR.

Marin County Flood Control and Water Conservation District

The mission of the District is to reduce the risk of flooding for the protection of life and property while utilizing sustainable practices. The District aims to meet this mission through effective, transparent, and responsive communication, planning, design, construction, operation, and maintenance of facilities such as stormwater pump stations, detention basins, bypass drains, creeks, ditches, and levees.

The District's geographical boundary is the same as the County. Revenue is collected via ad valorem taxes and fees paid by property owners respectively within each of eight separate Flood Zones covering distinct geographical areas within the District (Map 1). This Project is within Zone 9, which encompasses the Ross Valley Watershed (Map 2).

All expenditures by the District require authorization by the Board of Supervisors of the District. The five members of the Marin County Board of Supervisors serve on the District's board. Each Zone has an advisory board consisting of local residents, who are appointed by the District Board of Supervisors. These advisory boards convene public meetings to review Zone budgets, maintenance plans, and potential construction projects, and to advise the District Board of Supervisors on these matters. The District is staffed by employees of the Marin County Department of Public Works, serving as ex officio staff members of the District. The District will be the Lead Agency for the EIR.

Town of Ross

Much of the Phase 1 Project is located within the Town of Ross. Furthermore, the Town owns several properties along Corte Madera Creek within which Project elements would be constructed. The District will be working closely with the Town on formulating the Project and on informing the public of Project details, obtaining input and comments from the public and other interested stakeholders, preparing the EIR, and eventually selecting the final Project elements. The Project will require several approvals by the Town, and the Town is therefore a CEQA Responsible Agency for the EIR.

Project Description

The Project is one of the keystone watershed projects in Ross Valley, managed and funded by the Ross Valley Flood Protection and Watershed Program of the District for Flood Control Zone 9. The Project is to improve the Corte Madera Creek Flood Control project partially completed by the US Army Corps of Engineers (USACE) in the 1960s, located within the Towns of Ross and Kentfield. One goal of the Project is to provide protection from the 25-year flood within this reach of Corte Madera Creek. The Project is partially funded with a grant from the California Department of Water Resources.

The USACE Corte Madera Creek Flood Control project has four units, as shown in Figure 1a. From downstream to upstream, these are:

- Unit 1 is an earthen channel between San Pablo Bay and Bon Air Road bridge;
- Unit 2 between Bon Air Road bridge and College Avenue has a downstream earthen channel and an upstream concrete channel;
- Unit 3 is a concrete channel between College Avenue and a fish ladder approximately adjacent to Town of Ross post office at 1 Ross Common;
- Unit 4 is upstream of the fish ladder. USACE had planned this to be an extension of the concrete channel, but it was never completed.

The objectives of this Project are to provide flood risk reduction, creek restoration including fish passage improvements, recreation and trail access benefits, and improved infrastructure reliability such as increased structural and seismic stability of the concrete channel.

In 2018, USACE, in partnership with the District, released a Draft Environmental Impact Statement/ Environmental Impact Report (Draft EIS/EIR) for the Corte Madera Creek Flood Risk Management Project (USACE 2018). The Draft EIS/EIR studied the feasibility and environmental impacts of several project alternatives primarily aimed at reducing flood risk. USACE and the District have decided not to continue with preparation of a Final EIS/EIR for that 2018 joint effort.

In order to provide refinements to the design concept and to the analysis of potential impacts; to address public and stakeholder input and feedback (including comments received on the 2018 Draft EIS/EIR); and to refocus the District's efforts on Project components that are implementable with tangible benefits, the District decided to discontinue work on the 2018 EIS/EIR, and instead to reformulate the Project and prepare a new EIR. As a part of this process, the District updated the Project scope to include only selected "Phase 1" components that had been considered as part of Alternative J in the 2018 Draft EIS/EIR, plus other components not included in the 2018 Draft EIS/EIR alternatives. These other components would provide additional benefits other than flood risk reduction, notably fish passage improvements and improved access to the channel for operation and maintenance. The proposed bypass pipeline along Sir Francis Drake Blvd., a major component of Alternative J, is not included in the current Phase 1 Project. It is anticipated that USACE will not be directly involved in formulation of the Project or in preparation of the EIR but will be involved later with permitting of the Project pursuant to the federal Clean Water Act.

The District has developed this preliminary concept for a Phase 1 Project, with the Project extending from approximately 500' upstream of the Lagunitas Road Bridge as the upstream limit, to the USACE Unit 2 concrete channel and earthen channel transition as the downstream limit. Based on USACE stationing, the Project area is between station 380+29 at the upstream end and station 319+00 at the downstream end (Figures 1a-1e). The following summarizes an overview of each Project component and its potential design variations currently under consideration. It is anticipated that the Project components will be further refined through drafting of the Project Description at the initiation of EIR preparation.

Note that the left and right banks are based on the orientation facing downstream. The creek stationing is based on USACE project stationing. The elevations, unless noted otherwise, are based on NAVD 1988 datum.

a. Unit 4 channel improvements and fish ladder removal, Stations 380+29 to 369+70 (Figures 1a and 1b)

This Project component includes removing the existing fish ladder at the upstream limit of the concrete channel at station 369+70. A new transition element would be installed at the upstream of the existing fish ladder along the natural channel. The transition element would extend approximately 80' upstream from the existing concrete channel inlet. The bed and banks would be graded to provide a hydraulically

gradual and smooth transition from the upstream natural channel with sloping banks, to the downstream concrete channel with vertical banks conforming to the existing concrete channel walls. Large rock would be strategically placed to line the bed and banks to meet the finish grades. An existing Ross Valley Sanitation District sanitary sewer pipeline crosses under the creek bed at approximately station 370+15, and rock would also be needed to protect the pipeline from erosion and scouring. The finish grading design for the transition element would depend on whether the existing 33-foot-wide concrete channel inlet would remain, or if portions of the concrete channel would be removed or modified as a part of the Frederick Allen Park floodplain restoration project component (see below, Project component b).

Upstream of the transition element, the existing natural channel would be modified as follows:

- As a result of the downstream channel modifications including the removal of the fish ladder, the channel bed would likely naturally self-adjust to a lower bed elevation. The possible channel bed lowering could affect the existing creek bank stability. Therefore, site specific creek bank toe protection would be installed where needed, potentially including at the Lagunitas Road Bridge structure. Anticipated toe protection may include a new buried rock keyway, concrete grade beam, or biotechnical stabilization using willows and other native planting. While most of the anticipated improvements would be within property owned by the Town of Ross, some of the toe protection work would be along the bottom of the creek banks where they occur within the adjacent private properties.
- The right bank, across from 25 and 27 Sir Francis Drake Blvd., would be re-graded to widen the existing creek corridor for flow conveyance. The widening would be within property owned by the Town of Ross, with some tree removal but no modification expected beyond the top of bank area near the existing black chain-link fence.

In addition to the above modifications, the existing creek channel bed may be re-graded to the estimated future bed profile. In this variation, the channel bed would be lowered by up to 1', between the existing fish ladder and station 379+64, upstream of Lagunitas Road Bridge. The estimated bed material removal volume is approximately 1,000 CY. As a comparison, the Town of Ross removed approximately the same quantity of sediment from the creek near the old Lagunitas Road Bridge annually until about 2009. As a result, lower bed elevations are expected, either by re-grading or natural self-adjustment.

As a potential design variation in this Project component, bed lowering could be prevented, and the need for bank toe protection could be minimized, by installing a grade control structure between the upstream end of the transition element and the existing gabion basket retaining wall at 25 Sir Francis Drake Blvd. For example, a roughened rock ramp grade control structure could be installed with a 10.5' crest elevation at station 371+83, approximately at the downstream limit of 25 Sir Francis Drake Blvd. It would limit the channel bed geomorphic adjustment at the upstream of the grade control structure, hence maintaining the upstream creek slope stability to roughly match the existing condition.

While most of the areas where these changes would take place are within the District's existing easement and on property owned by the Town of Ross, there may be the need to acquire right-of-way and/or easement over private property for access or channel modifications.

Additional detail on this Project component is documented in Geomorph DESIGN 2019. A concept design figure will be provided for this Project component for the EIR.

b. Frederick Allen Park floodplain restoration, Stations 369+70 to 361+40 (Figure 1b)

This Project component includes the existing concrete channel between the fish ladder and approximately 200' upstream of Kentfield Hospital Bridge, within the Town of Ross's existing Frederick Allen Park. This Project component has a range of design concept variations in terms of the extent of

the work. The baseline design concept includes removal of the existing concrete channel and walls between stations 369+70 and 361+40 and replacement with natural substrate. The channel corridor would be widened along the left bank, with a natural sloped bank and a floodwall with heights up to 3' above finished grade. The left bank widening would move the channel top of bank from the existing location to approximately 10' to 15' to the east within the District's property. Frederick Allen Park would be re-graded and re-designed to provide a new floodplain bench by lowering a portion of the existing park. The existing bicycle path in the park would be relocated to the western edge of the park. The floodplain bench, approximately 8' lower than the existing park's ground elevation, would be hydraulically connected to the creek, and would be revegetated to establish a riparian habitat. New floodwall would also be constructed along the western edge of the park, with heights up to 3' above finished grade. Tree removal would be required at the proposed floodplain and the new floodwalls. A tree survey (GHD, In Preparation) will be provided to the selected consultant upon completion, anticipated to be in spring 2020. The existing tennis and racquet ball courts at the southern end of the park would remain as is and are outside the Project area. All proposed work in Frederick Allen Park would be within property owned by the Town of Ross. In addition, an existing Ross Valley Sanitation District 39" diameter sanitary sewer pipeline adjacent to the left bank of the concrete channel would need to be relocated. This Project Component would include construction within the District's easement and on District property, though the Frederick Allen Park portion of the Project is, *per se*, all within the Town of Ross Property.

As variations to the baseline design concept, this Project component may potentially be scaled down from the baseline design concept as follows:

- Maintain or reconstruct the existing concrete channel wall along the left bank, with no channel widening along the left bank nor sewer pipeline relocation.
- Widen the left bank but maintain and protect the sewer pipeline at its existing location and alignment.
- Keep the existing concrete channel but lower the concrete channel wall along the right bank to about 2' to 5' high, for connection to the riparian floodplain.
- Remove this component from the Project entirely. Even if this component is eliminated, the fish ladder may still be removed, per Project component a. In that case, there would be the need for some type of transition work to modify the concrete channel downstream of the fish ladder location, possibly including minor concrete channel removal or modification.

The District is currently developing the improvement options in coordination with Project stakeholders, including the Town of Ross, interested members of the public, and federal and State resource agencies. The design concept options for this Project component will be available to the consultant. It is anticipated that the District will provide up to four (4) design concept variations for this Project component to be examined as Project alternatives or optional elements. For the purpose of consultants' proposals, however, the Project examined in the EIR will be the full floodplain restoration component described above.

c. Granton Park floodwall, Stations 355+00 to 344+03 (Figure 1c)

This Project component includes a new concrete floodwall along the left bank of the existing concrete channel. The 1,000' foot long floodwall would be up to 6' high, above the existing concrete channel. It is anticipated that the floodwall would be built on top of the existing concrete channel wall as a structural extension of the existing structure. Concrete channel structural evaluation and concrete testing have been completed, as documented in GHD, 2019(a).

d. New access ramp to the concrete channel, Stations 353+60 (Figures 1c and 2)

This Project component includes a new creek access ramp concrete structure with floodwall and flood gate, to be constructed at a District-owned property at the intersection of Locust Ave and Cedar Ave. This parcel, along the left bank of the creek between 25 Cedar Ave and 28 Locust Ave, is currently vacant except for an existing power pole. This ramp would provide vehicular or equipment access into

the channel for construction and future operation and maintenance. The existing Ross Valley Sanitation District sanitary sewer pipeline may be in conflict with the ramp, so the sewer pipeline may need to be relocated further back within the District-owned parcel. Figure 2 shows the preliminary concept schematic of the proposed ramp. No tree removal is anticipated.

e. Granton Park stormwater pump station, Stations 346+50 (Figure 1c)

This Project component includes a new stormwater pump station at the District- and County-owned property at Laurel Ave, adjacent to the left bank of the concrete channel. The pump station would convey runoff from the Granton Park neighborhood and the tributary area to the east of Sir Francis Drake Blvd., currently conveyed by two storm drain pipelines with direct gravity discharge to the channel. The pump station would run only during high channel water levels, when water backs up to the storm drain pipes along Laurel Ave. The pump station will be designed with 25-year storm firm capacity (i.e. when the largest pump in the pump station is off), and 100-year storm maximum capacity. The pump station concept design includes an underground vault for the wet well, pumps and valves, two new backflow preventers in underground vaults at the existing storm drain pipe outfalls to the channel, a concrete pad with above-ground backup power generator, and a concrete pad with above-ground pump station control panels. The concept design is documented in GHD, 2019(b). Note that this Project component does not include storm drain pipeline improvements for flow conveyance to the pump station. The pump station will be designed assuming no upstream restriction of flow conveyance to the wet well.

f. Concrete channel fish pools improvements, Stations 369+70 to 344+00 (Figures 1b and 1c)

Corte Madera Creek and several of its tributaries have been designated as critical habitat for the Central California Coast Distinct Population Segment (DPS) of steelhead trout (*Oncorhynchus mykiss*). The existing concrete channel and the fish ladder at the upstream limit of the fish ladder created barriers for fish passage to their upstream spawning and rearing habitat. During the USACE EIR/EIS process that led to the 2018 Draft EIR/EIS, the permitting agencies raised serious concerns that none of the alternatives adequately addressed fish passage. To address the fish passage concerns, this Project component includes the addition of new and modified fish resting pool structures in the concrete channel. It is anticipated that up to 16 new pools could be installed to improve fish passage in the concrete channel for steelhead (and potentially for coho salmon, which formerly inhabited Corte Madera Creek). The preliminary concept for the fish pools is documented in MLA, 2007; MLA and GHD, 2019(d); and GHD, 2019(c). Detailed evaluation and concept design of the new fish pools will begin in Spring 2020.

g. College Avenue and downstream floodwall, Stations 336+00 to 325+50 (Figures 1d and 1e)

This Project component includes a new concrete floodwall along the left bank of the existing concrete channel. The approximately 1,000 linear foot floodwall would be up to 4 feet high. The floodwall would have two segments. Upstream of College Avenue, the approximately 100 linear foot floodwall would be designed to function as a wing wall to divert channel flow into the College Avenue bridge crossing. Downstream of College Avenue, the approximately 900 linear foot floodwall would prevent the channel flow from overtopping to the east. It is anticipated that the floodwall would be built on top of the existing concrete channel wall as a structural extension of the existing structure. Concrete channel structural evaluation and concrete testing is completed, as documented in GHD, 2019(a).

h. Unit 2 concrete channel removal and restoration, Stations 323+50 to 319+00 (Figure 1e)

This project component includes removal of the existing concrete channel from the Stadium Way pedestrian bridge, downstream to the confluence at the earthen channel. The channel bed would be in natural substrate. The right bank would be laid back to create a natural creek slope. The left bank would remain with either an existing concrete wall, a new shorter wall, or large rock embankment to protect an existing Ross Valley Sanitation District owned sewer pipeline that runs parallel to the concrete channel left bank. Additional information for this Project component is documented in a grant application by the Friends of Corte Madera Creek (Friends of Corte Madera Creek, 2019).

Project Documents

The Corte Madera Creek Flood Control Project has a lengthy history, dating back decades. Numerous older project documents, some of which may contain useful information for EIR preparation, are available. Some of these documents are available at the District's website: <https://www.marinwatersheds.org/creeks-watersheds/ross-valley-flood-protection-watershed-program>.

More recent documents that have a direct bearing on the Project include the following. These documents will be made available to interested consultants upon request. Please note that several of the documents listed below are still in preparation. These will be made available to the selected consultant upon completion.

- Friends of Corte Madera Creek, 2019. Grant application. Lower CMC Channel Concrete Removal.
- geomorphDESIGN, 2019. Self-Adjusted Channel Bed Elevation Geometry Files for Unit 4 Corte Madera Creek Flood Control Channel for Four Improvement Scenarios.
- GHD, 2019(a). Corte Madera Creek College of Marin to Kentfield Hospital Structural Assessment Technical Memorandum. Draft.
- GHD, 2019(b). Granton Park Stormwater Pump Station Preliminary Concept Design Technical Memorandum. Draft.
- GHD, 2019(c). Fish Pool Construction – Preliminary Evaluation and Planning Level Opinion of Probable Construction Costs. Draft.
- GHD, 2019(d). Record of Survey. Corte Madera Creek Flood Control Project in Kentfield and the Town of Ross.
- Mike Love Associates (MLA), 2007. Corte Madera Creek Flood Control Channel Fish Passage Assessment and Alternatives Analysis.
- MLA, 2019. Potential Fish Passage Improvements in Corte Madera Creek Unit 3 by Adding New Resting Pools. Draft.
- USACE, 2018. Corte Madera Creek Flood Risk Management Project Draft EIS/EIR. Document link: <https://www.marinwatersheds.org/resources/publications-reports/corte-madera-creek-flood-risk-management-project-draft-eiseir>

The following list the additional information anticipated to be available during preparation of the EIR:

- geomorphDESIGN, In Prep. Lower CMC Channel Concrete Removal (Stadium Way to Earthen Channel) Basis of Design Report. Estimate available Q2 2020.
- GHD, In Prep. Frederick Allen Park Floodplain Restoration and Unit 4 Concept Design. Estimate available at EIR project start.
- GHD, In Prep. Granton Park Floodwall and Concrete Channel Access Ramp Preliminary Concept Design. Estimate available at EIR project start.

- GHD, In Prep. Corte Madera Creek Flood Risk Management Project Phase 1, floodplain inundation mapping, constructability, and Planning Level Opinion of Probable Construction Cost. Estimate available at EIR project start.
- GHD, In Prep. Fish Pool Concept Design Basis of Design Report. Estimate available Q3 2020.
- GHD, In Prep. Tree survey at Frederick Allen Park floodplain restoration project component. Estimate available Q2 2020.

In addition, the District recently certified a Final EIR for the San Anselmo Flood Risk Reduction Project, which is also within Zone 9, upstream of the Phase 1 Project. This document may be downloaded from the District's website, at: <https://www.marinwatersheds.org/resources/publications-reports/san-anselmo-flood-risk-reduction-safr-r-final-eir>

A number of policy and regulatory documents pertain to the project, including those enumerated below.

1. Marin Countywide Plan and EIR, 2007 <http://www.co.marin.ca.us/depts/CD/main/fm/eir.cfm>
2. Marin County Environmental Impact Review Guidelines, 1994
3. Town of Ross General Plan

Scope of Assessment

The scope of the Project issues addressed in the EIR should reflect the recommendations of the consultant in the submitted proposal. The EIR will also need to address comments received at the public scoping session to be conducted by the District following the selection of an environmental consultant.

The EIR consultant will be expected to comply with the State CEQA Guidelines (as amended), the Marin County Environmental Impact Review Guidelines, and the Marin County process for preparation of EIRs. The consultant is required to provide two Administrative Draft EIRs, a print check Draft EIR, public distribution Draft EIR and an Administrative Final, print check Final and public distribution Final EIR responding to all comments. Pursuant to Marin County Environmental Procedures, a response to comments on the Final EIR as an amendment to the document will also be required. The consultant will be expected to prepare a draft findings resolution, including overriding considerations if necessary. The selected consultant will also be expected to attend and provide consultant's expertise at all necessary interagency or public scoping sessions, interagency meetings, meetings with District and Town of Ross staff, and public hearings by the District's Board of Supervisors and the Town of Ross Town Council on the Draft and Final EIR. Should litigation ensue following Project approval, the consultant will be expected to provide full support to the District and the District's chosen legal representative in the defense of that litigation.

The District intends to conduct a public scoping session to solicit comments regarding the potential environmental impacts of the Project, the scope of issues that should be addressed in the EIR, and possible alternatives to the Project. The consultant will be expected to attend and note issues raised at this scoping session, and to develop a summary of the relevant issues. These will be listed in an appendix in the Draft EIR and addressed in the EIR analysis.

The Draft EIR will circulate for public review and comment for the mandatory 45-day period, during which both the District Board of Supervisors and the Town of Ross Town Council will hold Public Hearings to receive oral comments. Comments of the Board, the Council, and the public at the hearings, together with written comments received during the Draft EIR public review period, must be responded to by the consultant and incorporated into a "freestanding" Final EIR, which will include the revised Draft EIR as volume 1 and a response to comments document as volume 2. The Final EIR will be considered for certification by the District Board of Supervisors. In addition to the Town of Ross, the State Department of Fish and Wildlife, Regional Water Quality Control Board, Bay Area Air Quality

Management District, College of Marin, and potentially other agencies, may be "Responsible and/or Trustee Agencies," which will use the EIR for their discretionary actions on the Project. It is anticipated that the USACE, US Fish and Wildlife Service, and potentially other federal agencies may prepare a separate environmental review pursuant to NEPA to support their permitting of the Project.

The selected consultant will be expected to undertake thorough and direct consultation and scoping prior to and during preparation of the Draft EIR with the Responsible Agencies and other involved local, State, federal and regional agencies and districts. The consultant will be expected to have the necessary knowledge and expertise to evaluate, by his/her own efforts, all of the plans and policies affecting the Project and to coordinate preparation of the EIR with the District, Responsible and Trustee Agencies, and other agencies.

The consultant may wish to use the 2018 USACE Draft EIS/EIR as one source of information for development of the Project setting and may find some of the analysis from the 2018 Draft EIS/EIR to be a useful starting point for the environmental analysis and development of Project alternatives. The consultant should, however, be prepared to conduct a complete, thorough, and independent analysis of the Project's potential environmental impacts, to identify impacts and determine their significance, to develop mitigation measures for impacts found to be significant, and to reach an independent conclusion, supported by evidence in the record, of the ability of mitigation measures to reduce the impact to less than significant.

A large amount of technical and historical information is available for the Project and its predecessor projects, including substantial new work recently completed or still in progress that the District has undertaken to support development of the Project. In their proposal, consultants should evaluate whether sufficient information is available for the EIR analysis and propose any additional or supplemental studies deemed necessary to complete the EIR. The consultant should plan to submit at least two data requests to the District during preparation of the EIR, one during drafting of the Project Description, and another to support the environmental analysis. The District will work with the consultant to develop Project alternatives, to identify projects to include in the cumulative analysis, and to resolve questions as they arise regarding the environmental setting and the parameters of Project components.

The Draft EIR shall consist of the following chapters:

1. Executive Summary, including a summary description of the Project, the EIR process, identification of the alternatives analyzed in the EIR, and a summary of less than significant, significant, and significant and unavoidable impacts; outstanding issues and areas of controversy; and a table containing all impacts, mitigation measures, and the level of significance after mitigation. The Executive Summary shall include a list of acronyms and abbreviations, as well as a glossary of technical terms used in the EIR.
2. Introduction, including a brief introduction to CEQA, the EIR process, and organization of the EIR.
3. Project Description, including an enumeration of the Project objectives, to be drafted in consultation with the District; the history of the Project; and a description of the environmental setting (the baseline for the environmental analysis). The Project Description shall describe in detailed text, maps, and graphics each component of the Project, and will include the anticipated schedule for Project construction. As the impact analysis will examine the effects of both Project construction and operation, both must be described in the Project Description. Also included will be a list of required approvals and the agencies responsible for each approval. A draft of the Project Description shall be submitted as a separate deliverable. The environmental analysis shall not proceed until the District has confirmed the completeness and accuracy of the Project Description.

4. Environmental impact analysis of the Project based on issues identified in the Notice of Preparation (NOP), public scoping session, review of Project documents, and additional research and study, as stated in the consultant's proposal. Where significant impacts are identified, the EIR shall specify feasible mitigation measures, which may include avoidance, minimization, and compensatory measures. The EIR shall provide a substantive discussion of the basis for the determination of significance and the effectiveness of specified mitigation measures in reducing an impact to less than significant. For each mitigation measure, the EIR shall also specify the mitigation monitoring and reporting requirements. All mitigation monitoring requirements will be compiled into a Mitigation Monitoring and Reporting Program, to be included as an appendix to the EIR. The environmental impact analysis shall include all of the environmental topics contained in the State CEQA *Guidelines*, Appendix G, and will use Marin County's most recent version of the Appendix G checklist as a source for significance criteria for each topic. The consultant's proposal should demonstrate an understanding of how the Project might affect each environmental issue area, discuss the major issues that the consultant recognizes, based on their understanding of the Project, and detail the approach to analysis of these major issues.
5. Cumulative and Growth-Inducing Impacts. The EIR shall examine the potential for impacts of the Project to combine with impacts of other nearby or related past, present, and foreseeable future projects in a cumulative manner. Where the potential for a cumulative impact is identified, the consultant will determine whether the Project would make a considerable, and therefore significant, contribution to the cumulative impact. The EIR shall also include a consideration of the Project's potential to induce growth, and thereby result in a significant growth-inducing impact.
6. Alternatives. Consultants' proposals should assume analysis of up to five alternatives, including the No Project Alternative. The EIR consultant shall meet with District staff to formulate alternatives for analysis. The Alternatives chapter of the EIR shall identify and describe the alternatives selected for analysis as well as those considered but rejected, and the reason for the rejection; shall include a brief analysis of the impacts of each alternative and a comparison of the alternatives' impacts with those of the Project; shall discuss the ability of each alternative to meet the Project objectives; and shall identify the environmentally superior alternative.
6. References cited in the text; agencies and persons contacted.
7. Report preparers.
8. Technical Appendices.
10. Draft Mitigation Monitoring and Reporting Program.

Content of Proposal

Proposals shall be based upon and incorporate all the provisions made in this Request for Proposals. Generally, the proposal should include the information listed below. The EIR consultant is encouraged to include any additional items deemed desirable or necessary. However, proposals should be kept brief, and should not exceed 40 single pages, excluding resumés.

Approach and Work Program. The EIR consultant should describe an overall approach to the completion of the environmental analysis. This will include a work plan containing discussions of data needs and sources, analytical methods to be used in conducting the research, and expected research products. This section should indicate the consultant's preliminary understanding of the major issues raised by the Project.

Schedule. A schedule should be included in the EIR detailing the completion of each item described in the work program, presented as time elapsed since contract initiation. Also indicate the proposed time

periods for District review of any drafts (generally a minimum of three weeks), and the timing of Public Hearings with required notifications. The schedule should include anticipated meetings with District staff to discuss and resolve comments on administrative draft documents.

Costs. The proposal shall define both the total and detailed fees for completing the EIR, including a budget indicating expenditures for personnel and materials for each work item. This section shall have all subject tasks and sub-tasks listed, along with the minimum time estimates applied to each (including sub-consultants), as well as billing rates and total costs per task and sub-task. **The budget shall be broken down by person, by hour, and by task performed for all consultant and sub-consultant personnel.** Include an estimate of the number of hours required for response to comments for the Final EIR and Final EIR Addendum. Generally speaking, the proposal should present a not-to-exceed estimate for all fees, reimbursables, and other costs related to completing the scope of work. Submit the cost proposals in a separate package within a sealed envelope.

Staffing. The lead personnel and any other personnel to be actually employed in the study are to be named. A project manager for the proposal must be designated, and the consultant's management structure described. Describe the specific effort to be contributed by each of the key personnel, including an accurate estimate of the number of hours each will contribute to the report (including sub-consultants). Also identify the person(s) who will attend Public Hearings on the Draft and the Final EIR.

A list of sub-consultants who will be hired, their specific responsibilities, qualifications, tasks, schedule and costs must be included in the proposal. Employment of a legal expert sub-consultant or in-house counsel is required.

Qualifications. Proposals shall include consultant's qualifications and a list of other pertinent environmental documents written by the consultant. Include a brief resumé of each person who would be working on the Project, listing special qualifications and licenses applicable to the Project. A clear association should be made between the pertinent environmental documents written by the consultant firm and the key personnel listed on the consultant team. Where history of collaboration between the prime and sub-consultants exists, it should be noted.

References. Proposals shall include the names and contact information of at least three references for the prime consultant, and at least one reference for each sub-consultant.

Assumptions. List consultant's assumptions as a separate page, titled, "Assumptions Upon Which This Proposal is Based." Such assumptions may be related to available data, schedule, budget and other aspects of the work effort. The assumptions should include, but need not be limited to the following:

- Confirmation that the consultant has obtained, understands, and will comply with Marin County's EIR Guidelines, specifically including but not limited to the County EIR Guidelines Appendix A, "Administrative Procedures for selecting and utilizing consultants to prepare EIRs for the County." <https://www.marincounty.org/-/media/files/departments/cd/planning/environmental-impact/erguide1994.pdf>
- Acceptance of the terms of the District's standard professional services contract (attached in the Appendix) as is or state any request for changes to the standard contract.
- Inclusion of contract contingency funds in the amount of ten percent of the Project budget, presented as a separate line item in the budget.
- An express statement that the consultant will accomplish the proposed work program expeditiously and economically, within the District's overall Project schedule and contracted budget.

- Agreement that out-of-scope work and use of contingency funds will not be performed without prior, express authorization by the District.
- Assurance that quality control of document preparation and necessary oversight will be provided. Should the District encounter a problem related to such, the consultant principal will intervene in the process to keep work successfully on track per the contract terms.
- Other assumptions that the consultant considers essential to the District’s understanding of their proposal.

The work program should anticipate, and the proposal should include, provision of the following by the consultant:

2 Administrative drafts of the Draft EIR	PDF + editable Word electronic version
Print check Draft EIR	6 hard copies + PDF + editable Word electronic version
Draft EIR	20 hard copies + 5 CDs + 1 web-ready version
Administrative Final EIR	PDF + editable Word electronic versions
Print check Final EIR	6 hard copies + PDF + editable Word electronic version
Final EIR	20 hard copies + 5 CDs + 1 web-ready pdf

Data transfer. At the conclusion of the EIR process, the consultant shall transmit all GIS data, CAD files, electronic database and spreadsheet files, and editable document files to the District per the Geographic Data Contract Deliverables Guidelines of County of Marin DPW – Flood Control, attached in the Appendix.

Pursuant to County Environmental Procedures, a Response to Comments on the Final EIR as an amendment to the document will also be required. The consultant will be expected to prepare a draft findings resolution, including overriding considerations if necessary.

All web-ready documents shall be compliant with the Americans with Disabilities Act. This includes functions necessary for the visually impaired such as compatibility with online readers and alternative descriptions for figures and graphics.

The selected consultant will be expected to maintain a complete administrative record for the EIR, and to provide the administrative record to the District if requested.

The selected consultant will also be expected to attend and provide consultant’s expertise at all of the following:

- 1 public scoping session with project manager in attendance (District will lead);
- 4-5 meetings with District staff and consultant project manager in attendance;
- 4 Public Hearings before the District Board of Supervisors and the Town of Ross Town Council, two on the Draft EIR and two on the Final EIR, with consultant project manager and potentially two or more technical analysts in attendance;

The scope of services will not include any media or public relations.

General Information

Conflicts of Interest. Proposals should disclose any conflict of interest, or potential conflict of interest, that the consultant firm may have with regard to the Project, including but not limited to any financial interest in properties potentially affected by the Project, past or present work for advocates or opponents

of previous flood control projects within the Ross Valley Watershed, etc. An authorized spokesperson or principal of the firm shall sign this statement.

Litigation. Include a brief discussion of litigation with which your firm is presently involved, if any, and how it may affect work on the Project. If not involved in litigation, this should also be stated.

Final EIR. The Final EIR shall be done in the form of a freestanding document or documents that includes annotated (i.e., underline and strike-through) revisions to the Draft EIR text and contains the comments and responses thereto.

Contract Statements. The proposal should contain a statement to the effect that the proposal is a firm offer for a 60-day (or more) period. The proposal should contain a statement that all work will be performed at a not-to-exceed contract price, which will be the maximum price for the EIR upon completion of contract negotiations.

Contract Negotiator. The proposal shall provide the name, title, address and telephone number of individual(s) with the authority to negotiate, and contractually bind the company and also whom the District may contact during the period of proposal evaluation.

Care should be given to organizing a proposal that is clear, concise, orderly and logical. Fancy proposal format, costly bindings, color plates, and glossy brochures are not necessary.

The proposer must represent him or herself solely by the written proposal.

Submittal of Proposal. The RFP response time is limited to an approximately six-week period. Six hard copies and an electronic version of the completed proposal must be received by the District by 4:00 p.m. on **3/6/20** in order to be considered.

Proposals must be responsive to the RFP as issued. Any correction and resubmission of proposals will be done by the proposer and will not extend the deadline for delivering proposals.

An optional consultant's briefing session will be held on **02/12/20** at **10:00 am** followed by a site tour at the Project site. This is an opportunity for prospective consultants to ask questions about the Project, Project components, the RFP, and the EIR process. The site tour will directly follow the briefing session. An agenda and directions will be emailed to the prospective consultants prior to this briefing session.

Distribution of the RFP has been limited to six prospective consulting firms. If you will not be attending the consultant's briefing session or will not be submitting a proposal on this Project, timely notification by telephone or email prior to the briefing session would be appreciated. Please contact the District at the office listed.

Proposals will be accepted in person, by mail, by courier, or by email at the office of:

Marin County Flood Control and Water Conservation District
Attention: Joanna Dixon, Associate Civil Engineer
3501 Civic Center Drive, Suite 304
San Rafael, CA 94903
jdixon@marincounty.org

Proposals may be mailed to the address above in time to reach the District prior to the date and time designated. Late proposals, regardless of postmarks, will not be considered. Any questions regarding the EIR procedure, the Project or Project components should be addressed to Marin County Flood Control and Water Conservation District, Joanna Dixon, Associate Civil Engineer, at (415) 473-7031 or

jdixon@marincounty.org. Please submit any questions relevant to the proposal by 2/24/20 to allow sufficient time for a response to all prospective consulting firms.

Contract Price and Allowable Cost

The not-to-exceed contract price shall be a proposal for all services rendered in preparation of the EIR. The cost of the services required for preparation of the Final EIR shall be based on an estimated time and material basis typical for a project of this type and included in the not-to-exceed fee. The proposal shall specify the hourly rates of staff. A reasonable adjustment to the cost of services for preparation of the Final EIR may be allowed by contract amendment in unusual circumstances.

A final not-to-exceed contract price is subject to approval and/or ratification by the District Board of Supervisors.

In regard to printing cost, consultant's proposal should reflect the cost of providing the number of paper copies specified above. The cost of the Final EIR shall also reflect the rate of printing of the Draft document with track-changes and an amendment to the Final EIR which responds to comments on the Final EIR. A print-ready PDF of each document shall also be provided (See Assumptions section for more details).

All applicable costs can be charged to the contract within the negotiated price limit. Appropriate charges may include wages and salaries, overhead, travel, materials, and subcontractor costs. Charges not specified in the proposal are subject to prior approval and contract amendment. It is the District's policy not to reimburse the consultant or pay for any costs associated with preparation or modification of the proposal or costs incurred in obtaining the work.

Staff may request that consultants alter their proposals when deemed necessary and appropriate. In the event that a consultant agrees to modify the proposal, a change in the cost of the proposal may be made. Otherwise, the cost stated in the original proposal shall remain effective.

Contract change orders allowing more time and/or money for completion of the EIR will be made only where substantial new impacts or levels of impact analysis not originally contemplated are encountered during the writing, or review period, of the EIR. Any additional work required beyond the scope of the contract shall be, with prior notification and contract amendment, mutually agreed to by the District and Consultant and shall be billed on an estimated time and materials basis to the District. Contract amendments will be made only in unusual circumstances, where clearly justified by the consultant and as determined necessary by the District.

Limitations

All reports and pertinent data or materials shall become the property of Marin County Flood Control and Water Conservation District.

The proposer should expect to have access only to the public records and files of local government agencies in preparing the proposal or reports. The contractor should anticipate no compilation, tabulation, or analysis of data, definition or opinion, unless volunteered by a responsible official of these agencies.

A request for proposal does not commit the District to award a contract, to pay any costs incurred in the preparation of the proposal, or to procure or contract for services or supplies. The District reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified source, or to cancel in part or in its entirety this request for proposal, if it is in the best interest of the District to do so. The District may require the proposer selected to participate in negotiations, and to submit such price, technical or other revisions of their proposal as may result from negotiations.

The District considers it appropriate to diversify the hiring of consultants and to promote wide opportunity for selection. Best efforts will be made in the selection of consultants to ensure that repetitious hiring from a narrow range of applicants is avoided.

Criteria for Consultant Selection

Primary regard will be given to the technical competence and creative ability of the consultant as demonstrated in the proposal. The firm's willingness and ability to work closely with District staff and the general aptness of the proposal will also be considered.

The contract will be awarded only to responsible prospective consultants. In order to qualify as responsible, a prospective consultant must, in the opinion of District staff, meet the following standards as they relate to the RFP:

1. Have adequate equipment, technical and financial resources for performance, or have the ability to obtain such resources that are required during performance.
2. Have a satisfactory record of performance.
3. Be an Equal Opportunity Employer.
4. Have no current contracts with organizations or individuals advocating for or opposing the Project.

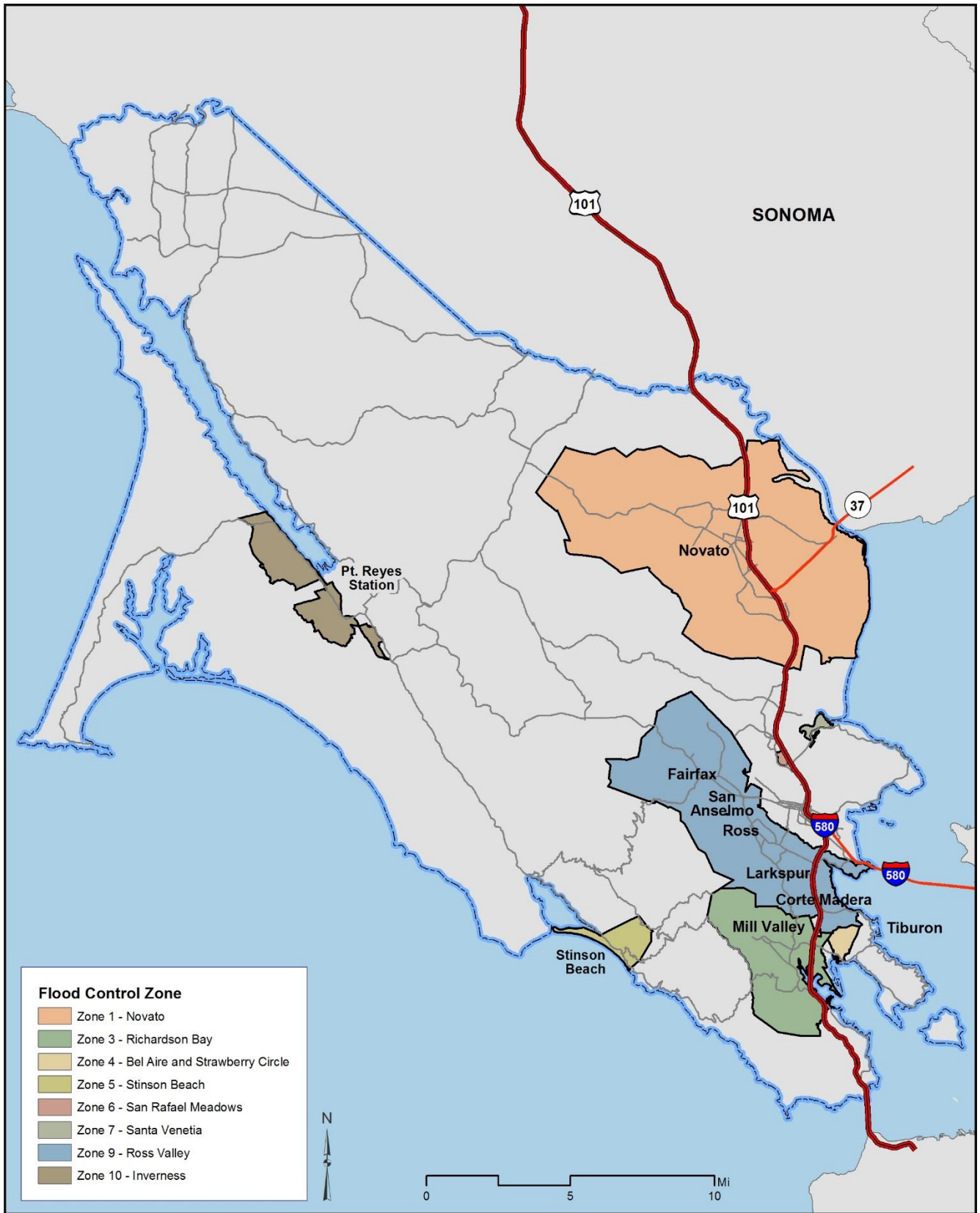
Contract Consideration and Contract Payment

Contract with Consultant

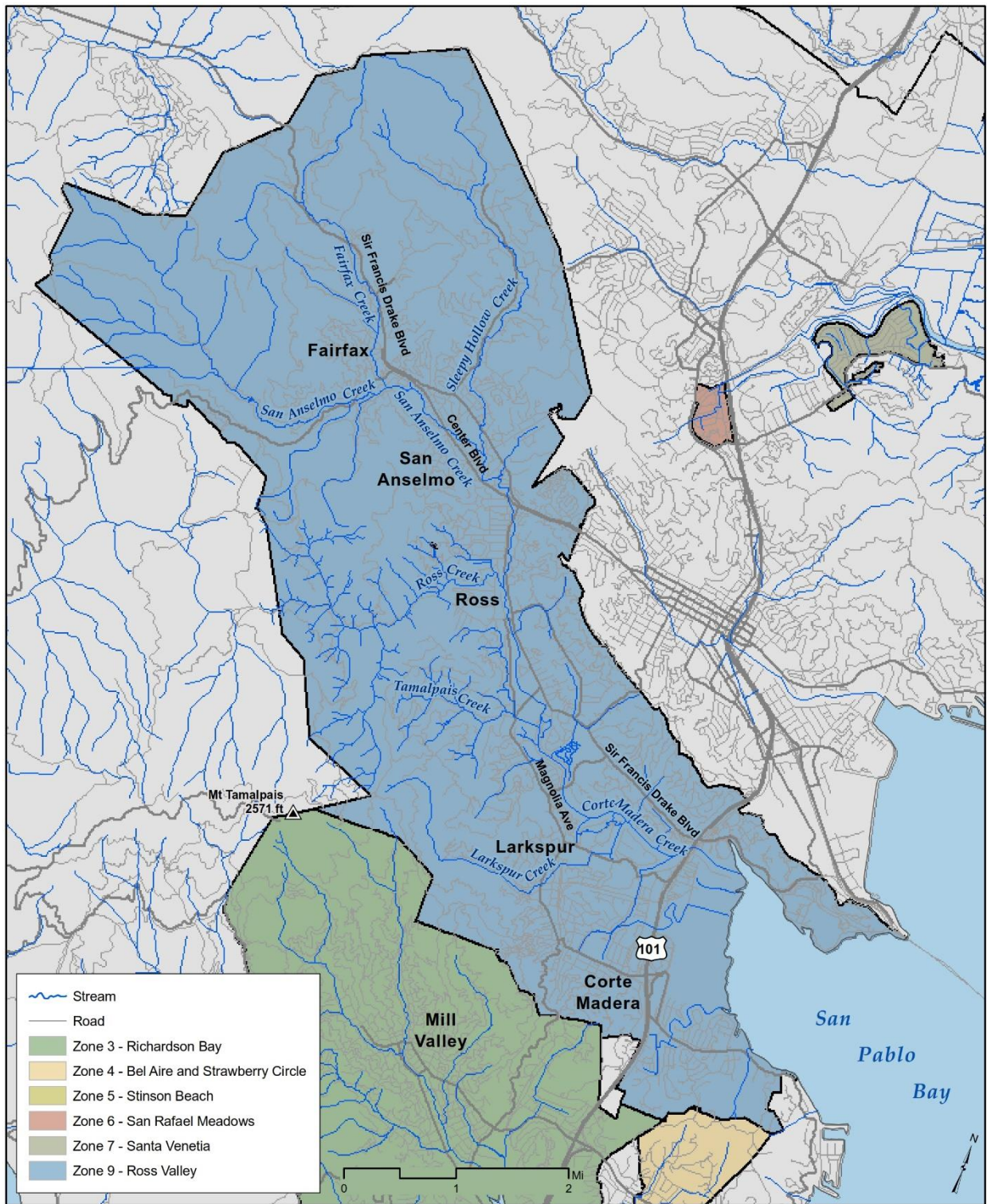
The District's standard contract for professional services is attached in the Appendix. Prospective consultants should include a statement in their proposal agreeing to the terms of the District's standard contract or requesting any changes.

Contract Payment

The District will release payment to the EIR consultant in "milestone" percentage increments based on steps in the environmental review process on receipt by the District of itemized invoices submitted no sooner than monthly as the work progresses. An initial "good faith" payment of a percentage of the total job will be made on award of contract, which is intended to defray start-up costs and to ensure that sub-consultants are paid timely for their work. This will be followed by subsequent percentage payments at specified milestones as the work progresses. Contract payment will be made on the basis of satisfactory performance by the consultant as determined by the District. Final payment to the consultant will only be made when the District has received the specified number of copies of the final report and they are deemed satisfactory and accepted by the District.



Map 1: Marin County Flood Control and Water Conservation District Flood Control Zones















Flood Control Zone 9 - Ross Valley

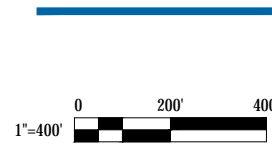
County of Marin
 Department of Public Works
www.marinwatersheds.org



Map 2: Flood Control Zone 9 - Ross Valley

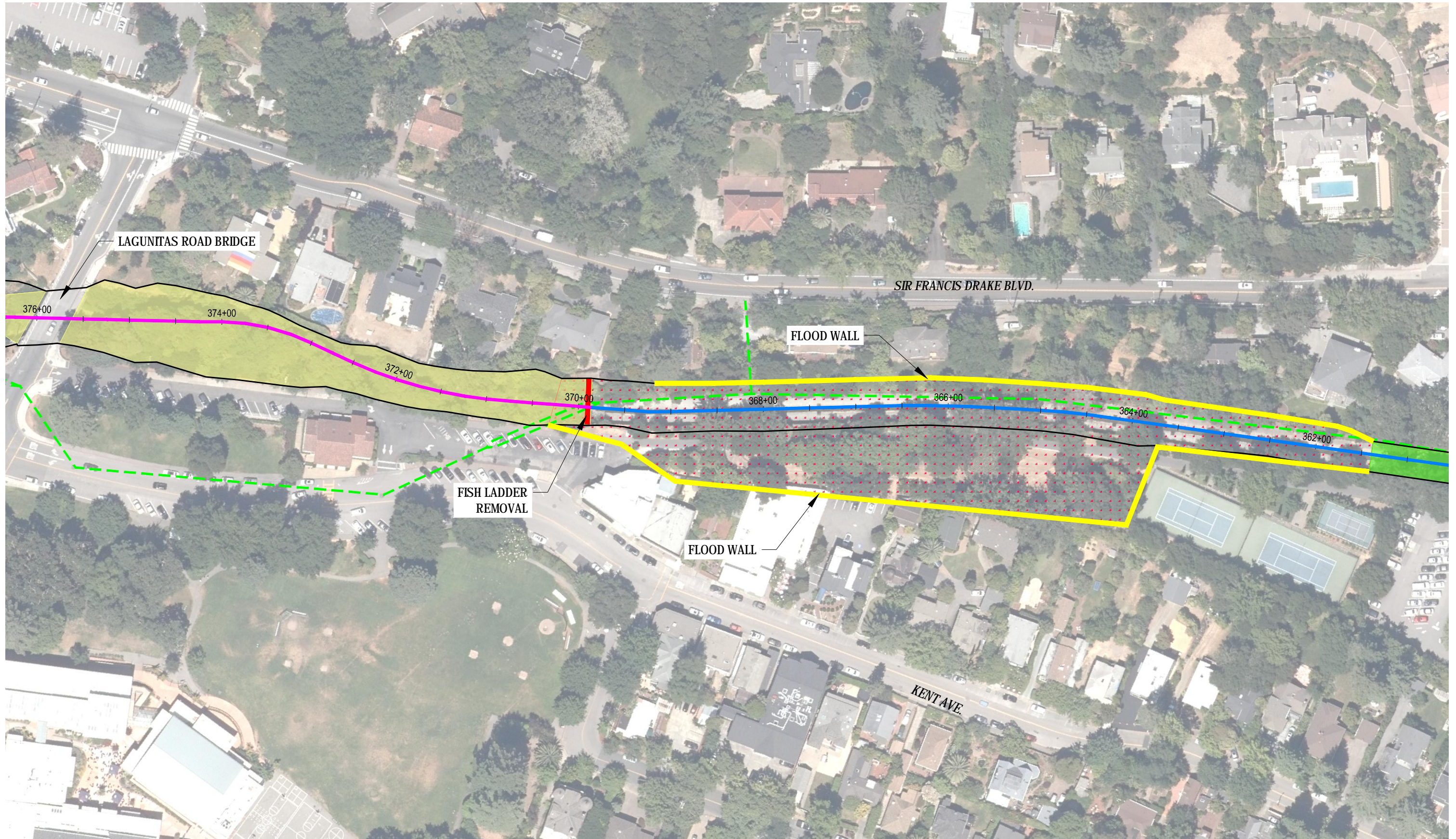














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|---|--|--|
|  FISH PASSAGE TRANSITION GRADING |  STORM DRAIN PUMP STATION |  USACE PROJECT UNIT 2 |
|  ALLEN PARK RIPARIAN CORRIDOR |  CHANNEL ACCESS RAMP |  USACE PROJECT UNIT 3 |
|  NEW FISH POOLS |  (E) RVSD SAN. SEWER |  USACE PROJECT UNIT 4 |
|  LOW CHANNEL CONCRETE REMOVAL |  FLOOD WALL |  CHANNEL BANK |

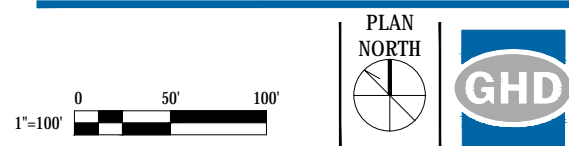


MARIN COUNTY FLOOD CONTROL
 Corte Madera Creek
 Flood Risk Management Project - Phase 1
 Project Components
 Overview

Job Number | 11188581
 Revision |
 Date | Nov. 2019
Figure 01a



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|---|--|--|
|  FISH PASSAGE TRANSITION GRADING |  STORM DRAIN PUMP STATION |  USACE PROJECT UNIT 2 |
|  ALLEN PARK RIPARIAN CORRIDOR |  CHANNEL ACCESS RAMP |  USACE PROJECT UNIT 3 |
|  NEW FISH POOLS |  (E) RVSD SAN. SEWER |  USACE PROJECT UNIT 4 |
|  LOW CHANNEL CONCRETE REMOVAL |  FLOOD WALL |  CHANNEL BANK |















MARIN COUNTY FLOOD CONTROL
 Corte Madera Creek
 Flood Risk Management Project - Phase 1
 Project Components
 Allen Park Area

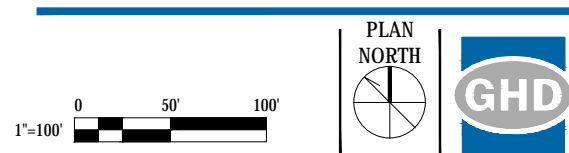
Job Number | 11188581
 Revision |

Date | Nov. 2019

Figure 01b



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|  ALLEN PARK RIPARIAN CORRIDOR |  CHANNEL ACCESS RAMP |  USACE PROJECT UNIT 3 |
|  NEW FISH POOLS |  (E) RVSD SAN. SEWER |  USACE PROJECT UNIT 4 |
|  LOW CHANNEL CONCRETE REMOVAL |  FLOOD WALL |  CHANNEL BANK |

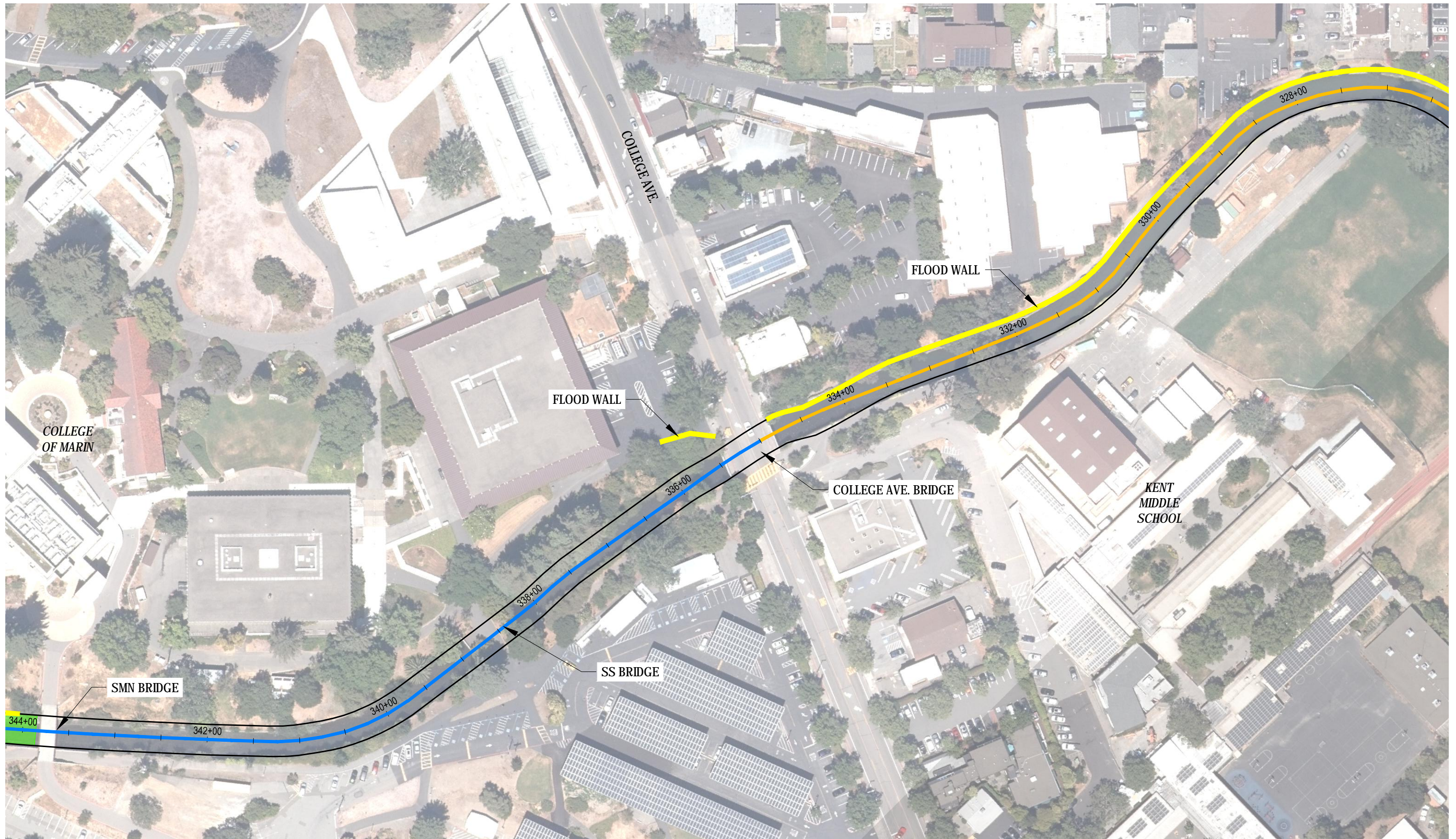














MARIN COUNTY FLOOD CONTROL
 Corte Madera Creek
 Flood Risk Management - Phase 1
 Project Components
 Allen Park to College of Marin

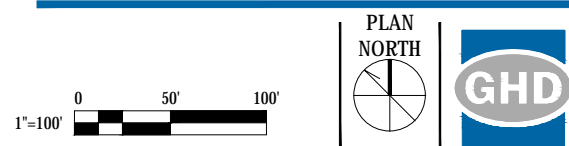
Job Number | 11188581
 Revision

Date | Nov. 2019

Figure 01c



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|  ALLEN PARK RIPARIAN CORRIDOR |  CHANNEL ACCESS RAMP |  USACE PROJECT UNIT 3 |
|  NEW FISH POOLS |  (E) RVSD SAN. SEWER |  USACE PROJECT UNIT 4 |
|  LOW CHANNEL CONCRETE REMOVAL |  FLOOD WALL |  CHANNEL BANK |

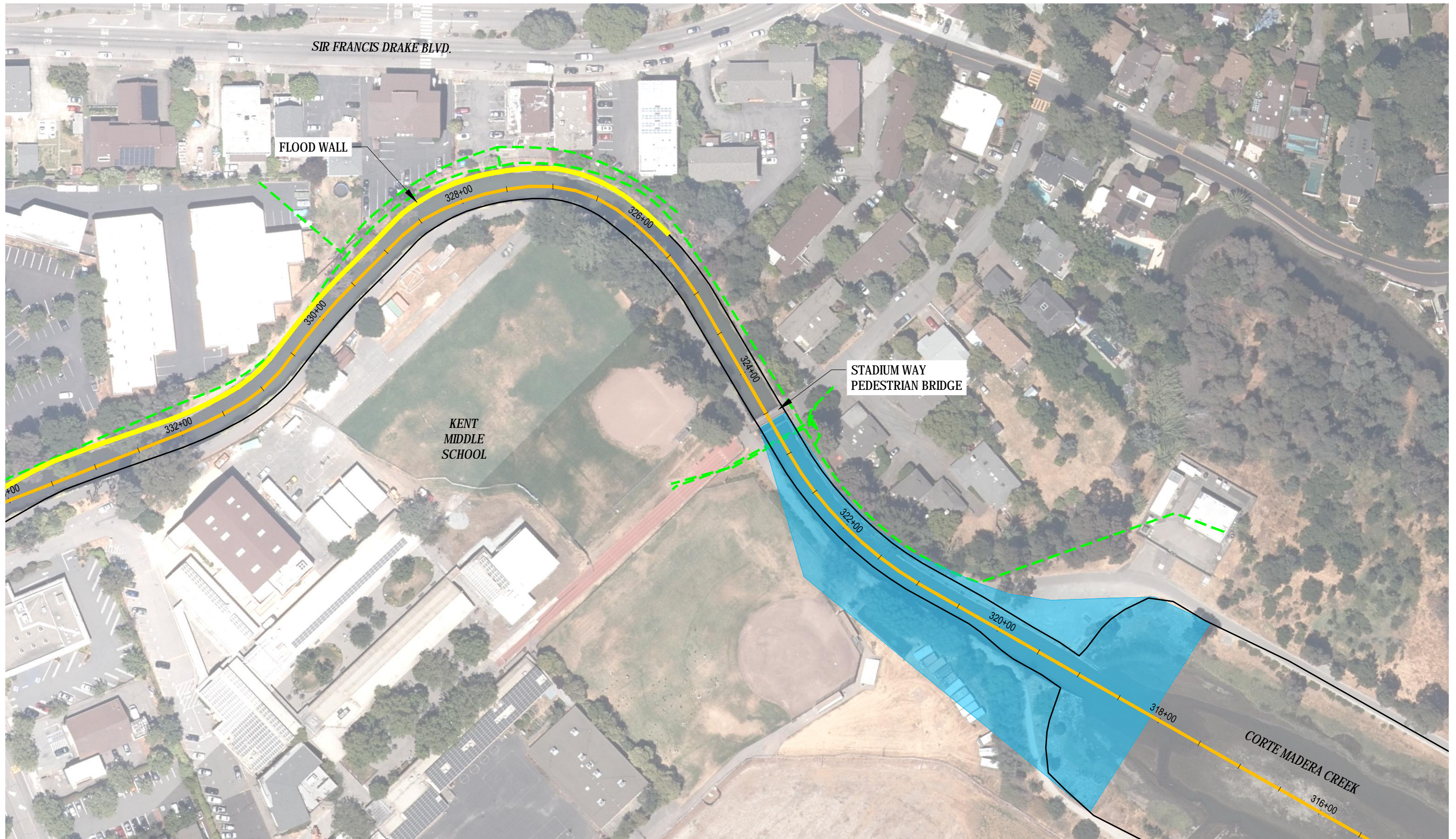














MARIN COUNTY FLOOD CONTROL
 Corte Madera Creek
 Flood Risk Management Project - Phase 1
 Project Components
 College of Marin to Kent Middle School

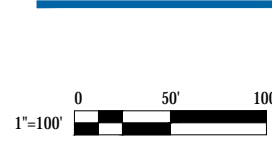
Job Number | 11188581
 Revision |

Date | Nov. 2019

Figure 01d



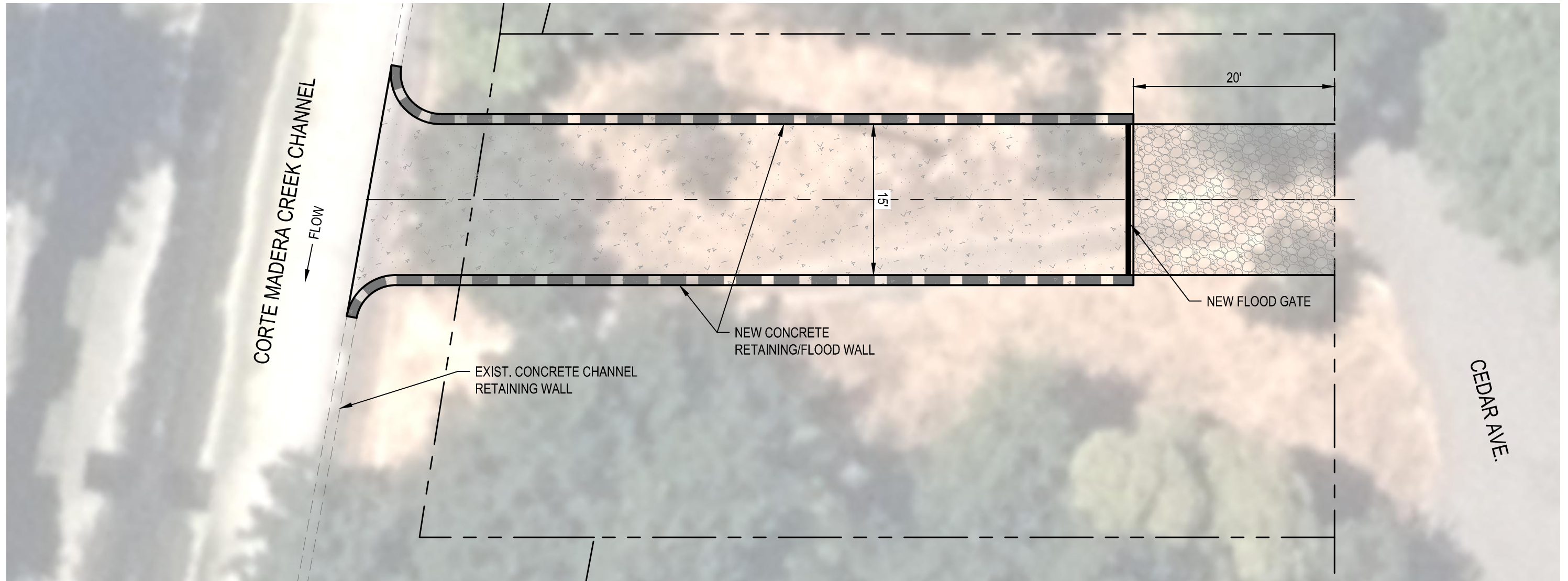
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|---|--|--|
|  FISH PASSAGE TRANSITION GRADING |  STORM DRAIN PUMP STATION |  USACE PROJECT UNIT 2 |
|  ALLEN PARK RIPARIAN CORRIDOR |  CHANNEL ACCESS RAMP |  USACE PROJECT UNIT 3 |
|  NEW FISH POOLS |  (E) RVSD SAN. SEWER |  USACE PROJECT UNIT 4 |
|  LOW CHANNEL CONCRETE REMOVAL |  FLOOD WALL |  CHANNEL BANK |



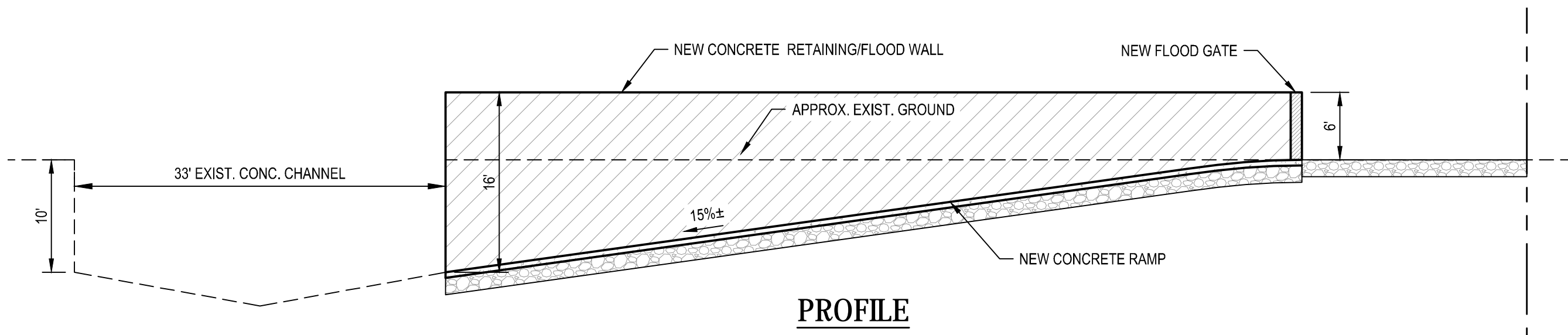
MARIN COUNTY FLOOD CONTROL
 Cortes Madera Creek
 Flood Risk Management Project - Phase 1
 Project Components
 Kent Middle School to Downstream Limit

Job Number | 11188581
 Revision |
 Date | Nov. 2019

Figure 01e



PLAN



PROFILE

NOTE: THE EXISTING RVSD 39" SANITARY SEWER LINE IS NOT SHOWN. THE PROPOSED DESIGN MAY BE IN CONFLICT WITH THIS LINE AND IT MAY NEED TO BE RELOCATED TO CONSTRUCT THE PROPOSED RAMP.



MARIN COUNTY FLOOD CONTROL
Granton Park
Channel Access Ramp
Preliminary Layout

Job Number | 11188581

Revision

Date | Nov. 2019

Figure 02

Appendices:

- Marin County EIR Guidelines, Appendix A: Administrative Procedures for Selecting and Utilizing Consultants to Prepare EIRs for the County.
- Marin County Flood Control District's standard professional services contract
- Geographic Data Contract Deliverables Guidelines County of Marin DPW-Flood Control

APPENDIX A

ADMINISTRATIVE PROCEDURES FOR SELECTING AND UTILIZING CONSULTANTS TO PREPARE EIRS FOR THE COUNTY

I. INTRODUCTION

This Appendix has been prepared to provide consultants and project sponsors with a guide to procedures used by the Community Development Agency in selecting consultants, entering contracts with both consultants and project sponsors, and preparing Environmental Impact Reports. The California Environmental Quality Act (CEQA) provides alternative means of preparing Environmental Impact Reports. As provided in Article V, B of these guidelines, the reports may be prepared by staff or consultants at County or applicant's expense. CEQA and State CEQA Guidelines requirements shall be followed and govern these procedures.

II. CONSULTANT SELECTION

A. Qualified Consultants

The Community Development Agency shall maintain a list of qualified consultants who prepare EIRs. Applicants will be required to identify consultants on said list with whom they have had previous experience and the nature of that experience. Periodically, the Department's list shall be updated by the Environmental Coordinator through solicitation and review of interested firm's Statement of Qualifications (SOQ). Consultants are required to confirm that they have obtained, understand, and will comply with Marin County's EIR Guidelines as a prerequisite to qualifying for the list of qualified consultants.

B. Requests for Proposals

1. Distribution of Requests for Proposals (RFP). Staff shall send a copy of the Initial Study together with RFP instructions and staff's evaluation criteria to at least three (3) consultants, if available, on said list who are both interested in writing an EIR for the project and qualified to analyze the project. Staff may develop an initial screening process for selecting those to whom the proposal is sent. Occasionally, where circumstances warrant, the Environmental Coordinator may determine that it is appropriate to issue a "sole source" RFP to a single qualified consultant.
2. Content of Request for Proposal. The request for proposal shall include a summary of the issues to be addressed in the EIR and a list of the relevant documents which may be obtained from staff, and shall identify the EIRs on file with the County which pertain to the area of the project, and the deadline for submitting the proposal.
3. Pre-proposal Conference. The Request for Proposal may also indicate a day and time in which all consultants may meet with staff and applicant for a pre-proposal conference.
 - (a) The purpose of the conference is to ensure that all those making proposals have the same understanding of the scope of the project and staff expectation in regard to the scope of the EIR and required discussion of alternatives to the entire project.
 - (b) The RFP will identify a list of "generic" alternatives to the entire project. It is hoped that those in attendance may reach a tentative consensus identifying specific alternatives to the entire project which shall be discussed in the EIR. Staff will make the final decision on alternatives after the project EIR consultant is selected.

C. Content of Proposal

A proposal should include the following information. The EIR consultant is encouraged to include any additional items deemed desirable or necessary.

1. Approach and Work Program. The consultant should describe an overall approach to the study, specific techniques to be used, and specific administrative and operational management expertise which would be employed. This will include a work plan containing discussions of data needs and sources, analytical methodologies to be used in conducting the research, and expected research products.

The approach section should indicate the consultant's tentative conclusions in regard to priority of issues. The approach should also specifically provide for production in the EIR of same scale environmental resource and policy constraint maps and/or a composite development impact/constraints overlay map. Use of "acetate" or other overlay format for maps should be considered.

The Work Program should indicate that the following list of alternatives will be included in the EIR:

- (a) No project and/or continued existing permitted use (status quo alternative).
 - (b) Alternative type or mix of uses developed on the site.
 - (c) Mitigated project design alternative (based on constraints and impacts found in the EIR).
 - (d) Reduced project scale alternative.
 - (e) Alternative site location analysis (based on CEQA requirements and current case law).
2. Schedule. A section should be included detailing the scheduling of the various work items described in the work program. The schedule should identify the time period in number of weeks from the completion of one task to the next, as well as the total time from start-up to completion of all work. The proposal should also indicate the proposed time periods for County review of any drafts of individual sections, as well as the entire administrative draft of the report. This should include estimates for meetings with the department for the discussion of suggested changes to the drafted sections. If the time periods contained in the RFP cannot be met, proposed changes should be explained.
 3. Costs. The proposal shall define both the total and detailed costs of performing the total study, as well as its major projects and/or end products, including a budget indicating expenditures for manpower and materials for each work item. This section shall have all subject tasks and sub-tasks listed, along with the minimum time estimates applied to each (including subcontractors), as well as billing rates and total costs per task and sub-task delineated by person, by hours, by task for all personnel, including subcontractors. An estimate of the number of hours required for amending the Draft EIR and/or to respond to comments and prepare the Final EIR should be included. Costs shall be segregated into a not to exceed fee for the Draft EIR and manpower and materials not to exceed estimate of the maximum amount for the Final EIR. County Policy prohibits contracts with EIR consultants for work on a time and materials basis. See allowable cost section below, Section E, for additional cost information.

4. Staffing. The lead personnel and any other personnel to be actually employed in the study are to be named for each task. A project manager for the proposal must be designated. The proposal shall describe the specific effort to be contributed by each of the key personnel, including an accurate estimate of the number of hours each will contribute to the report (including subcontractors). The proposal shall also identify the person(s) who will attend public hearings on the Draft and the Final EIR.

A list of subcontractors who will be hired, their specific responsibilities, qualifications, tasks, schedule and costs, etc., must be included in the proposal.

5. Qualifications. Proposals shall include consultant's qualifications and a list of pertinent other environmental documents written by the consultant. A brief resume of each person working on the project, listing special qualifications applicable to the subject project, should be included. Also, a minimum of three (3) references (applicable to the project) with phone numbers shall be listed.
6. Assumptions. The proposal shall list all consultant's assumptions as a separate page, titled, "Assumptions Upon Which This Proposal is Based." Such assumptions may be related to available data, schedule, budget, or other aspects of the proposed work effort.

D. General Information

1. Compliance with CEQA. Proposals shall cover all matters required under CEQA and the Request for Proposal.
2. Relationship with Applicant. The County considers it inappropriate to award an EIR contract to a firm already holding a contract with the Project Sponsors (or applicant for the proposed project). Response to any RFP must contain a statement as to what contractual or other arrangements, if any, exist between the responding firm and the applicant, or if the firm has any financial interest in the subject property, or property in the area, or has any financial interest in any firm employed by the Project Sponsors. A separate statement disclosing all prior work (if any) for the Project Sponsors/Applicant by the consultant, subconsultant, or any proposed personnel shall be included in the proposal. This statement shall be signed by an authorized spokesperson or principal of the firm. No contact between the proposer and the applicant shall occur without the consent of the Community Development Agency. Unauthorized contact may be cause for County rejection of a proposal and/or cancellation of contract if awarded.
3. Litigation. The proposal shall include a brief discussion of litigation with which the proposer's firm is presently involved, if any, and how it may affect work on this project. If not involved in litigation, this should also be stated.
4. Final EIR. The Final EIR shall be done in the form of a free-standing document which includes the Draft EIR text and contains the comments and responses thereto unless the proposal states otherwise.
5. Contract Statements. The proposal should contain a statement to the effect that the proposal is a firm offer for a 60-day (or more) period. The proposal should contain a statement that all work will be performed at a "not to exceed" contract price which will be the fixed "not to exceed" price for the Draft EIR upon completion of contract negotiations.

6. Contract Negotiator. The proposal shall provide the name, title, address and telephone number of individual(s) with the authority to negotiate, and contractually bind the company; and, also, who may be contacted by the County during the period of proposal evaluation.
7. Proposal. Elaborate proposal format, costly bindings, color plates, or glossy facilities brochures are not necessary. The proposer must represent himself solely by the written proposal.
8. Submittal of Proposal. The usual RFP response period is limited to approximately 30 to 45 days. A specified number of copies of the completed proposal must be received by the County Community Development Agency by 5 p.m. on the deadline date specified in the RFP in order to be considered. Proposals will be accepted in person or by mail at the Community Development Agency office. Late proposals, regardless of postmarks, will not be considered.

Proposals must be responsive to the RFP as issued. Any correction and resubmission of proposals will be done by the proposer and will not extend the deadline for delivering proposals.

Distribution of the RFP is usually limited to approximately three or four prospective consultants. A consultants' briefing session on a date specified in the RFP is conducted in the Marin County Community Development Agency office prior to the RFP submittal deadline. The Environmental Coordinator should be notified by telephone in a timely manner prior to the briefing session if a prospective consultant will not be attending the consultants' briefing session, or will not be submitting a proposal on the project.

E. Contract Price and Allowable Cost

1. The "not to exceed" contract price shall be a proposal for all services rendered in preparation of the EIR. The cost of the services required for preparation of the Final EIR shall be based on the estimated manpower and materials typical for a project of this kind and included in the "not to exceed" fee. It is the County's policy not to enter into time and materials contracts for EIR preparation which do not fix a "not to exceed" fee for the upper limit of potential costs. The proposal shall specify the hourly rates of staff and subconsultant staff, and shall include a breakdown of costs by person, by hour, by task. A reasonable adjustment to the cost of services for preparation of the Final EIR may be allowed by contract amendment only in unusual circumstances.
2. A final "not to exceed" contract price is subject to approval and/or ratification by the Marin County Board of Supervisors.
3. In regard to printing cost, consultant's proposal should reflect the cost of providing the number of copies specified in the RFP for the Draft EIR and the Final EIR. The cost of the Final EIR shall reflect the rate of re-printing of the Draft document. One loose leaf reproducible copy of each document shall also be provided as well as a diskette containing the entire document upon request.
4. All applicable costs can be charged to the contract within the negotiated "not to exceed" price limit. Appropriate charges may include wages and salaries, overhead, travel, materials, and subcontract costs. Charges not specified in the proposal are subject to prior written approval and contract amendment approval by the Board of Supervisors. It is the County's policy not to reimburse the consultant or pay for any costs associated with preparation or modification of the proposal or costs incurred in obtaining the work.

5. Unless indicated otherwise in a specific RFP, the consultant's proposal should reflect the cost of a public scoping meeting, possible interagency staff meetings with the State and local agencies, and service districts; three (3) public hearings by the Planning Commission; and two (2) public hearings by the Board of Supervisors.
6. Staff may request that consultants alter their proposals when deemed necessary and appropriate. In the event that a consultant agrees to modify the proposal, a change in the cost of the proposal may be made. Otherwise, the cost stated in the original proposal shall remain effective.
7. Contract change orders allowing more time and/or money for completion of the EIR will be made only where substantial new impacts or levels of impact analysis not originally contemplated are encountered during the writing, or review period, of the EIR. Any additional work required beyond the scope of the contract shall be, with prior written notification and contract amendment, mutually agreed to by the County and Consultant and shall be billed as a "not to exceed" estimate, based on payment of required fees by the Project Sponsor/Applicant. Contract amendments will be made only in unusual circumstances, where clearly justified by the consultant, and as determined necessary by the County. The County may request an audit of consultant records related to the work prior to negotiation related to a budget amendment request.

F. Limitations

1. All reports and pertinent data or materials, including computer diskettes prepared in conjunction with the EIR, whether the work is complete or not, shall become the property of Marin County.
2. The proposer should expect to have access only to the public records and files of local government agencies in preparing the proposal or reports. No compilation, tabulation, or analysis of data, definition or opinion, etc., should be anticipated by the contractor from the agencies, unless volunteered by a responsible official of these agencies.
3. A request for proposal does not commit the County to award a contract, to pay any costs incurred in the preparation of the proposal, or to procure or contract for services or supplies. The County reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified source, or to cancel in part or in its entirety this request for proposal, if it is in the best interest of the County to do so. The County may require the proposer selected to participate in negotiations, and to submit such price, technical or other revisions of their proposal as may result from negotiations.
4. The County considers it appropriate to diversify the hiring of consultants and to promote wide opportunity for selection. Best efforts will be made in the selection of consultants to ensure that repetitious hiring from a narrow range of applicants is avoided.
5. The County requires that EIRs prepared by consultants be printed on 100% recycled paper. The front of the EIR or the title page must contain statement that recycled paper was used for the EIR.

G. Criteria for Consultants Selection

Primary regard will be given to the technical competence and creative ability of the contractor as demonstrated in the proposal. The firm's willingness and ability to work closely with County staff and the general aptness of the proposal will also be considered.

The contract will be awarded only to responsible prospective contractors. In order to qualify as responsible, a prospective contractor must, in the opinion of the County staff, meet the following standards as they relate to the RFP:

1. Have adequate equipment, technical, professional and financial resources for performance, or have the ability to obtain such resources which are required during performance.
2. Have satisfactory record of performance.
3. Be an Equal Opportunity Employer.
4. Have no current contracts with the applicant on this project or other related work.
5. Refrain from contacts with the project sponsor, property owner or agents after receipt of this request for proposal for any purpose having to do with the project unless prior authorization is given by the County.
6. Confirmed that consultant and subcontractors have obtained, understand and will comply with Marin County's EIR Guidelines.

H. Evaluation of Proposals

1. The Environmental Coordinator shall circulate the proposals to appropriate County staff and/or relevant agencies for review. Staff shall review the proposals, rank the proposals, and select a consultant. The Environmental Coordinator shall inform the applicant of the consultant selection and make available to the applicant the selected proposal.
2. If the project applicant agrees to the selected consultant, the required fees shall be submitted and a contract with that consultant shall be prepared for approval of the Board of Supervisors.
3. If the applicant does not agree on the selected consultant, a second consultant shall be considered, and a contract with that consultant shall be prepared for the Board of Supervisors.
4. If staff and applicant do not agree on a consultant, the applicant may appeal the selection of the consultant pursuant to the appeal procedure contained in Article X of these guidelines.
5. All proposals may be rejected, and the process started again in accordance with provisions of these regulations.

III. CONTRACT CONSIDERATION AND CONTRACT PAYMENT

A. Contract with Consultant

1. Contract Content. The consultant selected will be asked to agree to, and enter into, a contract with the County containing at least the following provisions:
 - a. Appending the consultant's proposal to the contract as an "Exhibit." Prospective consultants should indicate in the proposal whether or not they will be able to agree to the following contract requirements if they are selected.
 - b. Segregated "not to exceed" fees for Draft and Final EIRs.
 - c. A statement that consultant has no relationship with the Project Sponsor/Applicant which could be considered a conflict of interest under the Political Reform Act of 1974.
 - d. That the EIRs will be prepared in accordance with CEQA and the Guidelines thereto.
 - e. A statement indemnifying the County against negligent acts of the consultant and a statement that the consultant is an independent contractor.
 - f. The consultant shall have general and auto liability insurance in the amount of \$1,000,000. The County, its officers and employees should be named as additional insured. The consultant must have Worker's Compensation for all employees as required by California law.
 - g. The time for completion of the Draft and Final EIR.
 - h. A provision for the County to assess liquidated damages if consultant fails to perform the work within the specified time period.
2. Proposal Costs. No proposal costs or costs for modifications to the proposal will be reimbursed under the contract.
3. Contract Payment. Marin County will release payment to the consultant in increments based on itemized invoices submitted no sooner than monthly as the work progresses. Contract payment will be made on the basis of satisfactory performance by the contractor as determined by the County. Final payment to the contractor will only be made when the County has received the specified number of copies of the final report in a form deemed satisfactory by the County.
4. Contract Termination. The County has the authority to terminate its contract with the consultant at any time during the period of the study if it is found by the County that the contractor's performance is not satisfactory. If the consultant fails to satisfactorily complete the EIR within the time specified in the agreed upon performance schedule through the fault of the contractor, the County reserves the right to terminate the contract, or to permit continuation of the agreement with assessment of liquidated damages. The consultant shall not be liable for damages of any delay in the performance of the work due to unforeseeable causes beyond the control and without the fault or negligence of the consultant; including, but not restricted to, acts of God or of the public enemy, acts of the government, fires, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, or delays of subconsultants or supplies due to such causes.
5. Cancellation. The contract will be written so that it may be canceled by either party upon ten (10) days written notice.

B. Project Sponsor Responsibility

1. Contract for EIR Preparation. Prior to processing for approval of a contract between the County and the EIR consultant and proceeding with preparation of the EIR, the Project Sponsor/Applicant shall be responsible for payment of fees as follows:
 - a. The entire amount of the not to exceed costs of the EIR consultant as identified in consultant's proposal for preparing the project EIR.
 - b. The entire amount of the County's EIR administration and overhead fees as specified in the Community Development Agency's fee schedule adopted by the Board of Supervisors (equals 30% of the EIR consultant's not to exceed costs for the project EIR, based on 1993 adopted schedule).
 - c. No exceptions to fee payment provisions shall be allowed without prior approval by the Board of Supervisors.
2. Project Cancellation. Should Project Sponsor/Applicant abandon the project prior to completion of the EIR, County shall, upon written notice to consultant, terminate the contract agreement and, within a reasonable period, return the unpaid balance of EIR consultant fees to Sponsor with the understanding that the consultant shall be paid for all services performed prior to such cancellation, if such services are acceptable to County. The County's EIR administration and overhead fee shall not be refunded if the EIR consultant's work was in progress prior to the project abandonment by Sponsor. Non-payment of any fee or amount due for preparation of the EIR shall be deemed an abandonment of said project.
3. Additional Costs. Any additional necessary meetings, work, changes in work performed, compensation, or limitations on total cost of work required as set forth in the contract, shall be determined by the County. No work shall be authorized or performed without prior approval of the County.
4. Performance. County shall be the sole judge as to the satisfactory performance under the contract, and may terminate the agreement immediately upon written notice should it at any time become dissatisfied with the consultant's performance. The Sponsor should acknowledge that the EIR is a public document and that all information submitted thereon will be available to the public upon release of the EIR and that the Sponsor will have no private rights of ownership therein.

IV. CONSULTANT - PROJECT SPONSOR COMMUNICATION

- A. Discussion between Project Sponsor and consultant is permitted if the following procedure is observed:
 1. County staff is present during any discussions which go beyond verification of material already received or inquiries concerning details.
 2. Consultants will not meet with Sponsor or contact them to discuss issues which go beyond verification of materials or details, or which are not minor or incidental in nature, without prior approval of County. Consultant will maintain a record of Sponsor contacts to inform County staff of the subject of any discussions.
 3. Sponsor will not contact consultant without County approval.

V. ADMINISTRATIVE DRAFT EIR PREPARATION AND REVIEW

A. Project Description

The consultant shall prepare a project description for the EIR based on the submittal by the applicant. This shall be reviewed by the applicant to determine accuracy and adequacy.

B. Administrative Draft

1. Preparation of Administrative Draft. The consultant shall prepare an Administrative Draft of the Draft EIR (ADEIR). This will be a document that is professional, thorough, complete and adequate in content and format, although it will be considered a preliminary draft; any readable reproduction process and understandable form may be accepted with prior agreement of Environmental Coordinator. The ADEIR shall be accompanied by a computer diskette of the ADEIR.
2. Administrative Draft Review. Staff shall review the Administrative Draft for adequacy and advise the consultant of needed changes. A minimum of ten copies of the ADEIR will normally be required. The Draft EIR will not be accepted until concurrence of the Lead County Agency or the Community Development Agency is obtained. It is the policy of the County to exercise its own judgment as to the proper content of the Draft EIR.

VI. EIR FORMAT

A. Summary of Impacts

The Draft EIR shall include a summary of impacts section in the front which will be a concise, to-the-point, brief condensation of the report.

B. Format

The Draft EIR shall be presented in a readily identifiable structure by: 1) organizing constraints, impacts, and mitigation measures under distinct headings in a manner which allows locating such information by topic or issue; 2) using a typeface which is easily readable and acceptable to the County; and 3) numbering pages consecutively throughout the document.

C. Documentation

All technical, statistical, and factual information taken from outside references will be noted and reference cited in the EIR. Also, each EIR will contain a statement as to who prepared each section of the EIR and that person's qualifications.

D. Computer Disk

The administrative and published copies of the Draft EIR and Final EIR shall be provided on a computer disk which is compatible with the computer system of the Lead County Department at the time such documents are submitted to the Lead County Department.

E. Printing

It is mandatory that all Draft EIRs be printed on both sides of the page, on **recycled** paper. Bulky, cumbersome reports are to be avoided.

F. Circulation of Draft

Upon completion of the Draft EIR, it shall be circulated with a request for comments. During the comment period, the Marin County Planning Commission will hold at least one public hearing on the Draft EIR.

G. Final EIR Preparation

Upon completion of the comment period, the EIR consultant shall prepare the Final EIR. The consultant shall describe the disposition of significant environmental issues raised in, or as a result of, the comments received. In particular, when recommendation and objections raised in comments are at variance with conclusions of the Draft EIR, the consultant shall address in detail those comments and shall give reasons why specific comments and suggestions were not accepted, and set forth the factors which warrant overriding the comments and suggestions. The Final EIR will be circulated to commentors on the Draft EIR at least 2 weeks prior to consideration for certification of the Final EIR by the Planning Commission.

H. CEQA Conformance

The County retains the right to reject any EIR prepared by a consultant which fails to meet the requirements as set forth in these guidelines, including all applicable appendices, the State CEQA Guidelines, the contract between County and Consultant, and professional practice standard to the planning profession.

i:eirguide:a-append

CONSULTANT SELECTION RATING SHEET

Project Title: _____ A.P.# _____

Project Location: _____, _____
Address City

The worksheet includes six criteria (#A - F) for evaluating each consultant's proposal. The total possible score is 45. General Guidelines for evaluating the criteria are also included. They should not receive an independent score.

Any comments should be written on the back of this form and lettered to correspond with the relevant criteria. All rating sheets must be returned to the Marin County Environmental Coordinator by _____.

CRITERIA

RATING

FIRMS: _____

A. Experience and Qualifications _____
(maximum 5 points)

- Technical competence
- Familiarity with process/Plans & Policies
- Creative ability
- Willingness and ability to work closely with staff
- Have resources to meet performance standards
- Experience relative to project
- Organization
- Record of performance for this type project
- Equal opportunity employer
- Current contracts/financial obligations with applicant

B. Approach/Methodology _____
(maximum 10 points)

- Overall approach to E.I.R.
- General focus of work/awareness of factors relevant to project
- Proposed course of action
- Techniques to pursue work
- Scheduling of work items
- Environmental inventory/constraints data
- Impact discussion approach/modifications data
- Mitigation
- Alternatives
- Mitigation monitoring

CONSULTANT SELECTION RATING SHEET (continuation)

CRITERIA

RATING

FIRMS: _____

C. Budget

(maximum 5 points)

Total cost to perform study not to exceed fee
Detailed costs - sub-tasks, manpower, materials

D. Organizational Suitability

(maximum 10 points)

Personnel employed - kind
Resumes - Personnel qualifications and experience
Balanced team - hard sciences, attorneys, engineers, planners, etc.
Specific effort contributed by key personnel/project manager
Subcontractors - qualifications
Subcontractor tasks/schedule/costs
Data collection and management

E. Schedule

(maximum 5 points)

Performance schedule
Recognition of target dates
Time periods for review of products
Consistency with scope of work

F. General Aptness of Proposal

(maximum 10 points)

Meets CEQA requirements and intent
Public involvement
Staff/public meetings provided
Ability to affect project design
Format
Coordination/inter-agency review
Responsiveness to R.F.P. - address items requested
No appearance of conflict of interest
References

TOTAL SCORE: _____

Recommended Consultant other than highest score (explain): _____

CAO Contract Log # _____ **MARIN COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**
PROFESSIONAL SERVICES CONTRACT
2015 - Edition 1

THIS CONTRACT is made and entered into this _____ day of _____ 20____, by and between the MARIN COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, hereinafter referred to as "District" and _____, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, District desires to retain a person or firm to provide the following service: _____; 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 \$ _____ including direct non-salary expenses. As set forth in section 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 _____, and shall terminate on _____. 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 District and the County of Marin 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 District 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 District specifically consents to a "claims made" basis. The insurer shall supply District 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 District 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 a waiver, **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 District and the County of Marin 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, County of Marin 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, District, and County of Marin 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 Board of Supervisors, 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 Board of Supervisors, 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 section 4 to reflect that elimination or reduction.

15. RELATIONSHIP BETWEEN THE PARTIES:

It is expressly understood that in the performance 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 the County of Marin, 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 payments 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 Contracts 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 changed 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 transactions (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: Department of Public Works
P. O. Box 4186
San Rafael, CA 94913-4186

Telephone No.: _____

Notices shall be given to Contractor at the following address:

Contractor: _____

Address: _____

Telephone
No.: _____

22. ACKNOWLEDGEMENT OF EXHIBITS

	<input type="checkbox"/> <u>Check applicable Exhibits</u>	<u>CONTRACTOR'S INITIALS</u>
<u>EXHIBIT A.</u>	<input type="checkbox"/> Scope of Services	
<u>EXHIBIT B.</u>	<input type="checkbox"/> Fees and Payment	
<u>EXHIBIT C.</u>	<input 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: _____

Title: _____

**APPROVED BY
MARIN COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT:**

By: _____

=====

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

District Counsel: _____ **Date:** _____

EXHIBIT "A"
SCOPE OF SERVICES

Services to be provided by Contractor include the following:

EXHIBIT "B"
FEES AND PAYMENT SCHEDULE

Contractor shall be paid a lump sum (by task) as follows:

No task shall be paid more than 80%, at the discretion of the District's contract manager, without a draft or final deliverable approved by the District.

EXHIBIT "C"

INSURANCE REDUCTION/WAIVER (if applicable)

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.

Professional Liability deductible is \$##,###

Contract Manager Signature: _____

Date: _____

Extension: _____

Approved by Risk Manager: _____

Date: _____

EXHIBIT D

DEBARMENT CERTIFICATION FOR CONTRACTORS

EXHIBIT E

**DEBARMENT CERTIFICATION FOR SUBCONTRACTORS
(Attach SAM Printout)**

GEOGRAPHIC DATA CONTRACT DELIVERABLES GUIDELINES COUNTY OF MARIN DPW – FLOOD CONTROL (updated 05/09/2019)

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 horizontal 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 horizontal coordinate system is:

Projection: California State Plane, Zone III
Datum: North American Datum 1983 HARN
Units: Foot
(WKID: 2872 Authority: EPSG)

Elevation data (surveyed elevations or topographic surface data) must be referenced to the North American Vertical Datum (NAVD) 1988.

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 geodatabase feature classes 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. The preferred data format is AutoDesk .dwg files. CAD drawings should include meaningful and interpretable layer names, or a key to layer names should accompany the data. Preferably, 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 ESRI file geodatabase. 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.