

REQUEST FOR PROPOSALS
HYDROLOGY AND HYDRAULICS STUDY TO SUPPORT
EASKOOT CREEK
FLOOD PROTECTION AND HABITAT RESTORATION
ASSESSMENTS

A study of the Marin County Watershed Program

May 6, 2011



Proposals will be received until 4:00 p.m.,
June 3, 2011
at

Marin County Flood Control and Water Conservation District
3501 Civic Center Drive, Room 304
San Rafael, California 94903

with attention directed to
Chris Choo
cchoo@co.marin.ca.us

TABLE OF CONTENTS

Paragraph Page

Section 1 INTRODUCTION

About the District.....	1
About Flood Control Zone No. 5	1
About Marin County Watershed Program	1
Problem Statement	2
Background.....	2

Section 2 SCOPE OF WORK

Preliminary List of Potential Alternatives to be Evaluated by Hydraulic Modeling	8
Goals	9
Tasks & Deliverables	10
Preliminary List of Evaluation Criteria	13
Special Considerations	13
Deliverables	14
Schedule	14
Presentations	14

SECTION 3 PROJECT ADMINISTRATION

Timeline	14
Budget.....	14
Progress Reports	15
Management Meetings	15

SECTION 4 SUBMITTING A PROPOSAL

Notice	15
RFP Schedule	15
Submittal Instructions	16
Proposal Requirements	16
Questions & Clarifications	19
Validity	19
Award of Contract	19
Minimum Qualifications	19
Insurance	20
Reference Materials	20
Sample Contract Agreement	20

TABLE OF CONTENTS (CONTINUED)

Paragraph Page

**SECTION 5
PROPOSAL EVALUATION & SELECTION**

Evaluation Criteria 20
Evaluation Process 21
Negotiations 22
Selection Process 22

**SECTION 6
EXHIBITS**

Exhibit A – General Location Map 23
Exhibit B – Map of Potential Flood Mitigation Solutions..... 24
Exhibit C – Available Reference Materials 25
Exhibit D – Requirement for Geographic Data Deliverables..... 27
Exhibit E – Sample Contract Agreement 30

SECTION 1 INTRODUCTION

ABOUT THE DISTRICT

The Marin County Flood Control and Water Conservation District (District) was formed in 1955 by an act of the California State Legislature with the primary purpose of controlling flood and storm waters of streams which flow within and into the county. The Marin County Board of Supervisors sits as its board and the District is staffed by the Department of Public Works. The boundaries of the District are contiguous with those of the county and eight "zones" have been established to address specific issues related to flooding within individual watersheds. Zone No. 5, the location of the proposed study, includes the community of Stinson Beach, and encompasses Easkoot Creek, its tributaries, as well as a small portion of Bolinas Lagoon.

ABOUT FLOOD CONTROL ZONE NO. 5

Zone No. 5 was established in 1961 by the Board of Supervisors of the District and at the request of Stinson Beach residents to help address the reduction in flow capacity of Easkoot Creek due to the accumulation of sediment and debris within the waterway. To this effect, the District has dredged the creek on several occasions. Outside of this and other maintenance functions, the District commissioned a study of flooding concerns in Stinson Beach (Alternative Mitigation Measures for Storm and Flood Hazards – William Spangle & Associates, 1984), which included recommended options for mitigating the flooding of Easkoot Creek.

ABOUT MARIN COUNTY WATERSHED PROGRAM

The Board of Supervisors authorized the Department of Public Works to begin implementation of a County-wide watershed program on May 13, 2008. Staffing for this program is provided through the Flood Control and Water Resources division. The purpose of the watershed program is to provide a framework to integrate flood protection and environmental restoration with public and private partners to protect and enhance Marin County's watersheds. The planning process will evaluate short and long term needs and integrate those needs with environmental restoration opportunities where it makes sense to do so. The Easkoot Creek program will develop a suite of integrated projects that address flooding and sedimentation in the lower sections of the creek.

The watershed program includes extensive community outreach and public participation. Each watershed planning area has three levels of committees to lead to guide their planning process:

Policy Advisory and Operations and Finance Committee

These two separate committees are jointly held in this watershed given that the entire watershed is in the unincorporated area of the County. This group of officials is comprised of the District County Supervisor and the Public Works Director.

Technical Work Group

This group is comprised of local watershed experts and technical staff of participating agencies such as the water and sanitary districts, and other agencies like the National Park Service, NOAA fisheries, State of California Fish and Game, Marin County Open Space, research and

science organizations and local watershed groups. This group will coordinate their review of watershed products with Federal and State regulatory staff who will provide input on issues and needs, review program deliverables and provide input on watershed priorities. This group will also coordinate input from local business and homeowners groups within their respective watersheds.

In addition to the committee process, the Watershed Program has a website with outreach and general watershed information at: www.marinwatersheds.org.

PROBLEM STATEMENT

The District invites bids to complete a study that investigates, quantifies, and communicates existing creek and floodplain conditions and functions for Lower Easkoot Creek. The study would also develop and evaluate a range of conceptual alternatives that provide flood protection, reduce sediment aggradation and associated dredging requirements and provides for salmonid habitat and passage up to Highway 1, assess their likely costs and benefits, and present the pros and cons for each alternative in a ranked table of results along with a thoughtful rationale that would assist decision makers in their pursuit of one or more of the alternatives.

Considerations for the study may include: hydrologic, hydraulic, fisheries and geomorphic conditions consisting of, but not limited to: watershed runoff; in-bank flow, impacts and improvements to fisheries, velocities, and water surface elevations; floodplain response; and in-stream sediment transport and deposition. Services may require knowledge of various engineering disciplines including civil, hydraulic, coastal, fisheries, etc., and includes both engineering as well as all administrative support required to deliver completed work products to the District.

BACKGROUND

Community

Stinson Beach is nestled at the base of Mt. Tamalpais where the mountain meets the Pacific Ocean, southeast of Bolinas Lagoon, and comprises approximately 689 full and part time residences from the Seadrift neighborhood south to the residential area near the intersection of Shoreline and Panoramic Highways. The community is also at the crossroads of several major landowners and special habitats. The National Park Service's Golden Gate National Recreation Area (GGNRA) includes a public beach and parking south of Shoreline Highway (State Highway 1) near the center of town. State Parks and GGNRA own the property above the community on the slopes of Mt. Tamalpais. Steelhead trout and overwintering populations of Monarch butterflies are residents of the watershed.

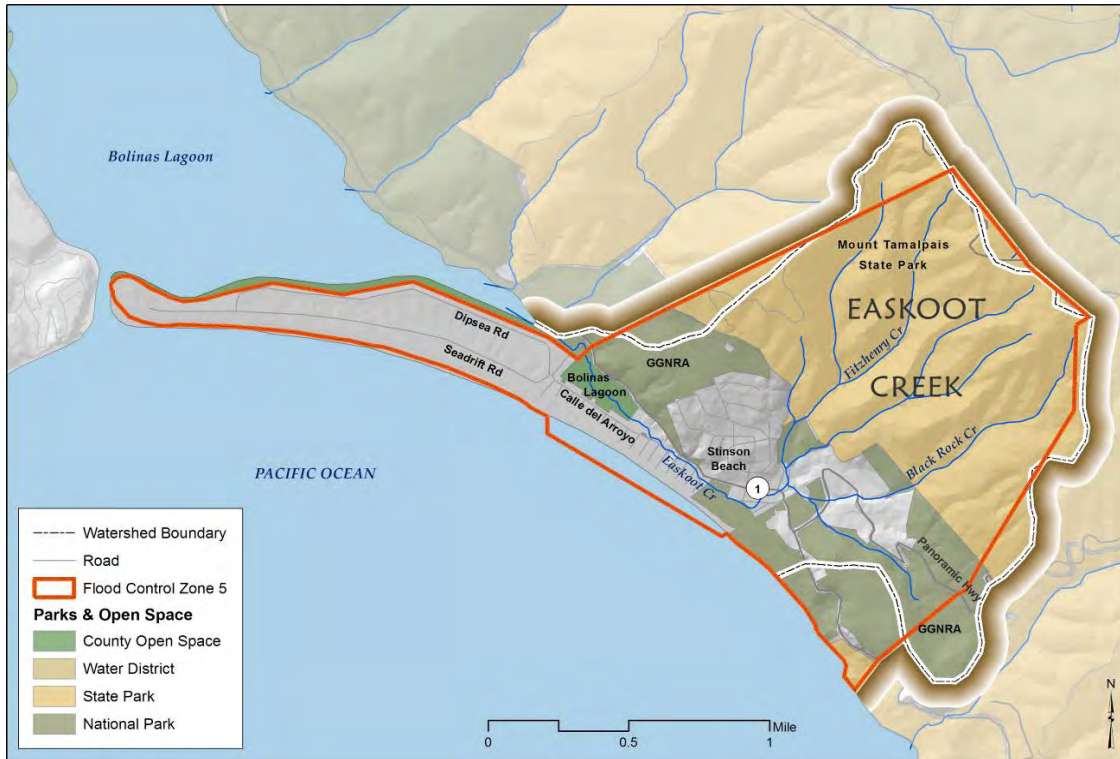


Figure 1 – Land ownership in the Easkoot Creek watershed.

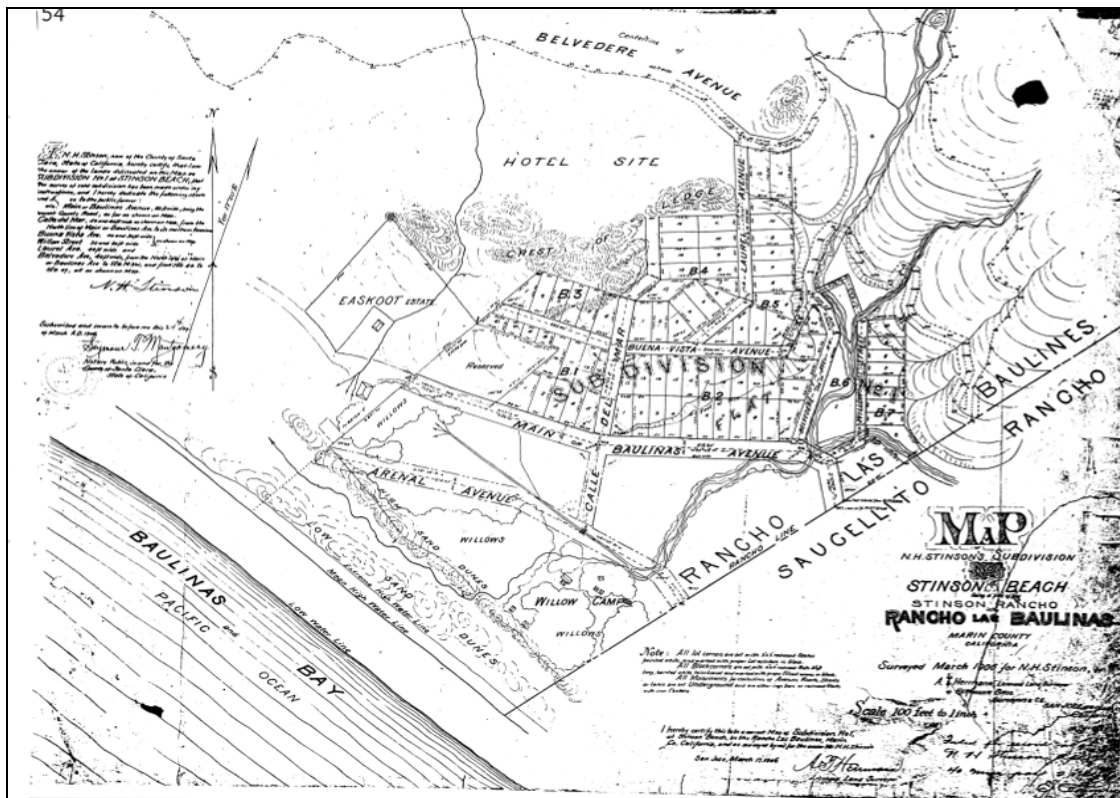


Figure 2 - 1902 Plat map with Easkoot Creek alignment

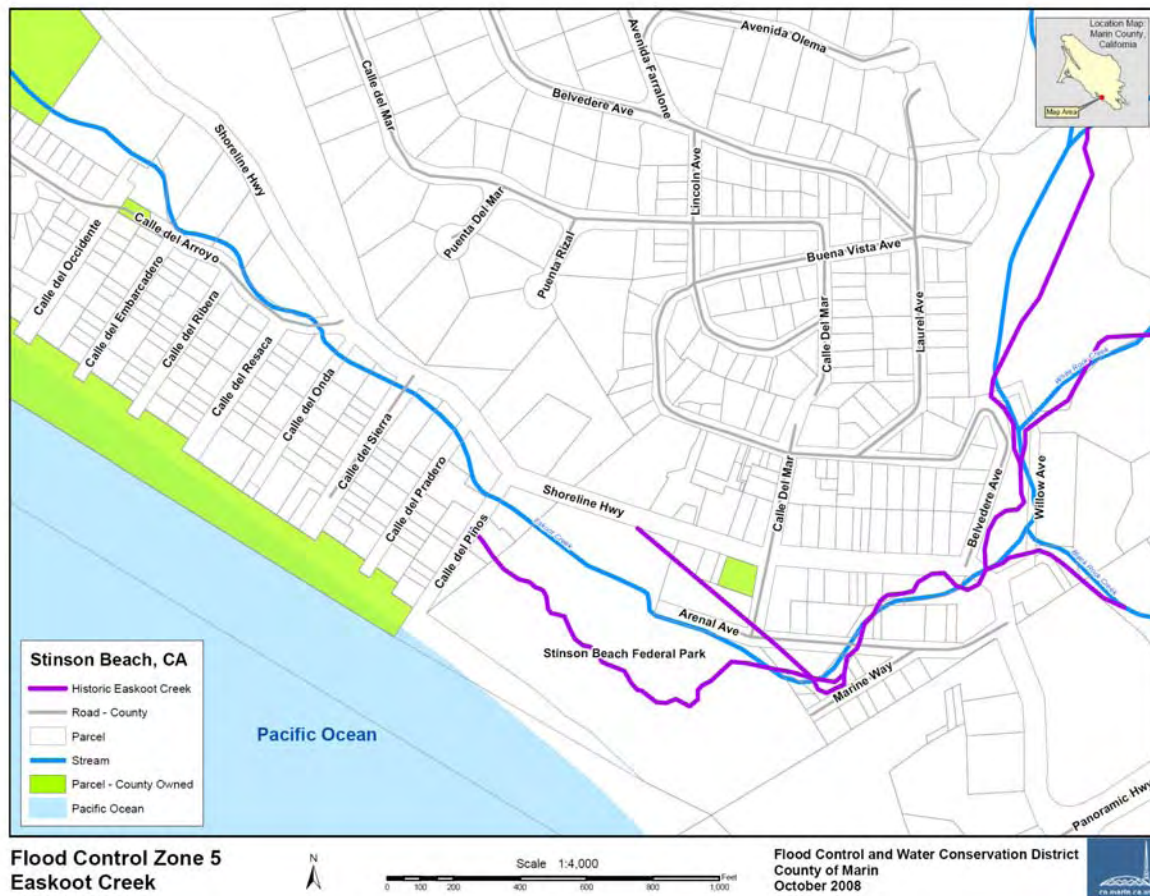


Figure 3 - Historic (purple line) and current (blue line) alignment of Easkoot Creek.

Existing Conditions

Easkoot Creek drains an area of approximately 1.59 square miles of mostly undeveloped and steeply forested watershed on the side of Mt. Tam. The creek is ungauged except for two short term gauging events to be provided by the district to the winning consultant team.

Early maps depicting the proposed subdivision development in the 1900s (Figure 2) show the creek channel close to its present alignment until just downstream of the sharp turn at Arenal Avenue. The historic channel then branches off as the channel slope loses its grade and enters a willow thicket (on the current Park Service land). The map also shows an alternative alignment for Easkoot Creek breaching the sand dunes.

With the development of the Stinson Beach and Seadrift communities and the public park at Stinson Beach, Easkoot Creek has been maintained in an alignment to Bolinas Lagoon. The essentially flat reach from Arenal to Bolinas Lagoon creates a slower moving creek and a natural area for sediment to settle and deposit. Private bridges along the residential streets known collectively as the “Calles” have limited to no clearance (i.e., freeboard) from the creek during storms, which may contribute to the flooding of neighboring homes and preclude access to and from Shoreline Highway. These bridges are a significant hydraulic constraint, but must be maintained to provide access to homes and to allow for emergency vehicles. Replacement of the bridges and elevating portions of Calle del Arroyo have been identified as potential flood improvement projects. A causeway across Bolinas Lagoon near the mouth of Easkoot Creek

would provide access for residents as an alternate to Calle del Arroyo during emergencies. A causeway did exist at Walla Vista but was removed and never rebuilt. The community has expressed interest in determining the feasibility of rebuilding the causeway as a future project.



Figure 4 - Bridge crossings over Easkoot Creek.

Additionally, private homes and businesses could be elevated to limit flood impacts to the limited number of structures most vulnerable to flooding. The County's Local Coastal Plan is currently being updated and contains draft language to ease the Coastal Zone requirements for such activities:

LCP Policy C-EH-12 Floor Elevation Requirements for Existing Buildings in Flood Hazard Zones

Within flood hazard zones as mapped by the Federal Emergency Management Agency, allow existing buildings to be raised to meet the minimum floor elevations without the need for a variance to setback requirements, as long as there is no expansion of the building's internal floor area.

Dredging and Sediment Removal

Historic dredging occurred frequently in this reach with equipment used in the channel to remove accumulated material. County dredge records from 1973 show total removed materials at 4,000 cubic yards over an approximate distance of half a mile. With the listing of steelhead trout the historic dredge practices were no longer feasible. Since the late 1990s, dredge activities have been limited to spot sediment removal from bridges and roads with total material removed at around 100 cubic yards in 2007 and 2008.

Channel widening and modifications should be considered where floodplain habitat can be expanded. Prior to implementation of any proposed solutions, it is anticipated that Easkoot Creek will be dredged to restore channel conditions to maximize function to the creek and downstream projects. Guidance for dredging in the context of any proposed solutions and an estimated schedule of future sediment removal should be developed by the consultant.



Calle del Mar – undated photo

Calle del Mar – present day

Figure 5 – Bed elevations at Calle del Mar have increased by several feet from years past.

Tidal influence and inundation

Flooding issues are further exacerbated in the area by tidal surge from the Pacific Ocean, which can overtop coastal dunes and flood the community. In addition, tidewaters can move up the creek, creating a backwater and further limiting its hydraulic and sediment transport capacity. As flood events often coincide with high tide, the community is inundated from overflow of the creek and high tidewaters.

Infiltration and capture of rainwater

Increased infiltration throughout the watershed will reduce runoff to Easkoot Creek. Opportunities to utilize detention areas to capture water or utilize infiltration wells to recharge groundwater within the watershed could reduce flood risk and improve water quality. Rain barrels could be proposed to the community and could improve summer flows for steelhead. The Consultant shall determine the approximate level of flood protection benefit, if any, for infiltration and capture. Other benefits will be listed and proposed to the community.

Previous Studies

The District has reviewed several previous studies of construction alternatives to reduce the extent of flooding in Easkoot Creek. Early alternatives included various alignments for a high-flow bypass channel to the Pacific Ocean (Spangle 1984). These bypass options had been all but been eliminated by subsequent studies (MLA 2009) due to the conflicts with protecting Federally-listed steelhead trout concerned with accidental “take” of fish during high flows. MLA also determined that screening of bypass flows to avoid “take” would be prohibitively expensive. The creek also occasionally supports small runs of endangered coho salmon. Therefore, the bypass was deemed as likely prohibitively difficult to permit given the probability of “take” or killing steelhead trout in Easkoot Creek when most of the water from the creek is diverted into the bypass. However, the question of whether there is an allowable, smaller bypass flow that would be permissible was not addressed. Since it is likely that all alternatives will involve some degree of “take”, this RFP seeks to revisit this issue and investigate if there are alternatives the Consultant believes can address “take” issues or alternative cost-effective high-flow screening alternatives to avoid “take”, plus provide a more quantitative assessment of the degree of “take” between various alternatives. This option would also likely trigger the need for an Environmental Impact Report (EIR) to address impacts to salmonids.

As mentioned above, the Mike Love & Associates (MLA 2009) technical memo for the District evaluated the feasibility of constructing previously studied bypass projects as well as a new seasonal wetland/floodplain project. Three alternatives were evaluated including a direct bypass, an off-channel detention basin, and a wetland restoration project. Each of these alternatives was reviewed with attention to their potential impacts to steelhead trout. The technical memo describes the process by which the bypass and off-channel detention basin were eliminated and recommends a feasibility study to evaluate the wetland/floodplain project. This analysis can serve as a basis for developing and evaluating alternatives but Bidders need not be constrained by this study or other previous studies.

Mike Love & Associates developed a conceptual design for a wetland restoration in the north parking area of the Park Service property and construction of a sediment detention basin upstream adjacent to the middle parking lot for the removal of sediment. The goal is to create a wetland that would function as a detention area to infiltrate and slow water with a low velocity overflow to drain waters to the wave slope. The magnitude of bypass flows from this alternative to achieve flood reduction benefits will be determined under this scope. The sediment basin would capture material prior to filling the wetland in a location that has been identified for its position in the watershed and its accessibility.



Figure 6 - Conceptual Plan for wetland restoration and sediment detention basin completed by Mike Love & Associates (one possible alternative)

Previous fisheries studies have been performed by AA Rich (1992) and NPS. The very lower end of Easkoot creek has been studied as part of larger Bolinas Lagoon work.

SECTION 2 SCOPE OF WORK

The section presents the preliminary list of potential flood reduction solutions summarized by the District. The goal of these studies is to evaluate a range of possible solutions in order to identify both 1) shorter term and most cost-effective solutions that can be more immediately and cost-effectively permitted and implemented (for example, the raising or modification of some key bridges); and 2) develop and identify the optimum combination of larger, more structural changes to the creek and floodplain system that result in a more sustainable and comprehensive solution to flooding, sedimentation and fisheries issues within the creek. Work under this RFP is at the feasibility level analysis and the preferred alternative(s) may be developed further depending on the availability of funding.

PRELIMINARY LIST OF POTENTIAL ALTERNATIVES TO BE EVALUATED BY HYDRAULIC MODELING

A preliminary set of potential flood mitigation solution alternatives to be evaluated under Task 4 by hydraulic modeling to address riparian flooding along Easkoot Creek have been identified (see *Exhibit B for a map*), including:

1. Modifications to the existing channel desilting operations
 - 1.1. Continued localized removal of sediment at bridges (routine) – *Contractor to assess cost-effectiveness of this approach including modifications to the extent and depth of desilting operations*
 - 1.2. Full channel dredge (periodic) [*Contractor to assess frequency, extent and cost-effectiveness of expanded channel dredging along with permitting issues*]
 - 1.3. Construction of an in-stream sediment basin
2. Analysis of MLA alternative 3 for in-stream or off-stream detention with or without geomorphic channel modifications) with wetland restoration and optional bypass to ocean (*Bidder to directly address the level of flood protection, bypass flows and permitting, bypass design and screening issues*)
3. Channel widening and floodplain enhancement at other locations than MLA alt 3
4. Realign the creek to flow directly to the Pacific Ocean at a steeper gradient with an optional bypass to Bolinas Lagoon along with an analysis of the potential effectiveness of constructing a new lagoon for desmoltification of juveniles. [*This project alternative shall include a discussion by a coastal geomorphologist of the potential issues associated with this alternative of the creek draining directly to the Ocean based on site geomorphic/geologic setting and comparison to similar creek systems. Potential issues may include outlet stability, implications of summer closure, water quality, fish impacts, and flooding impacts. Impacts to user facilities at Stinson Beach should be evaluated (i.e. los of parking and other facilities). No coastal hydraulic modeling of this alt is required*]

5. Bridge, Road and Structure Improvements
 - 5.1. Bridge replacement or modification (hydraulic modeling shall include the first five Calle bridges from Calle del Pinos to Calle del Resaca) (identified as existing bridges forming hydraulic constrictions)
 - 5.2. Road raising and drainage modifications (sizes and costs of a new roadway culvert drainage system) at Calle del Arroyo
 - 5.3. Causeway over Bolinas Lagoon
 - 5.4. Raising the finished floor elevations of homes
6. Infiltration and capture of rainwater at varying levels from backyard rain barrels to potential infiltration wells or off-channel detention basins (*no hydraulic modeling required; looking for a rough cost-benefit calculation with accompanying description of results*)
7. At a minimum, three additional scenarios of combinations of these solutions above or new ideas developed by the Consultant team.

This list is preliminary and the District welcomes additions and modifications to this list that can achieve project goals. Note that some alternatives can be combined to increase effectiveness and these combinations should be evaluated under this scope of work. Potential new alternatives should be clearly described in the Project Approach to this RFP and may be used as Consultant selection criteria. The costs for each modeling alternative shall be broken out separately in the Consultant bid budget to allow for removal by the District to meet budget constraints.

GOALS

- a. *Describe* existing conditions related to flooding, fisheries and sediment aggradation, including:
 - Watershed runoff
 - In-bank flow, velocities, and water surface elevations
 - Floodplain modifications to improve habitat and flood reduction
 - In-stream sediment transport and deposition
 - Habitat and Passage for T&E Salmonids (fish spawning and passage to above Highway 1)
- b. *Develop* preliminary (appraisal-level) designs for potential flood mitigation solutions that are self-mitigating and integrated at a watershed level. At a minimum, detail for each evaluated project should include:
 - Description, including associated facilities, their proposed function, operational and maintenance requirements, and short- and long-term sustainability
 - General location, dimensions, and extents, with elevations of key components where appropriate (e.g., weir(s), detention pond)
 - Approximate construction, operation, and maintenance costs
 - A list of assumptions necessary for design development
- c. *Evaluate* preliminary (appraisal-level) designs, including:

- Effectiveness for mitigating flooding
- Results of the model study and other work describing the effectiveness of each alternative in meeting project goals for flooding, sediment transport, fish passage and habitat
- Overall permissibility by regulatory agencies
- Ability to support and improve habitat
- Short and long term feasibility and uncertainty
- Costs and ability to be self-mitigating
- Sustainable under sea level rise scenarios

Evaluations must be completed to determine both individual and combined benefits at a watershed level, where appropriate.

At a minimum, the following questions should be answered:

- What is the current flood capacity of Easkoot Creek?
- What is the benefit of current maintenance practices?
- What flood protection benefit would be provided by implementation of the identified potential solutions (individual and combined)?
- What suite of feasible projects would optimize self-sustaining flood protection? (i.e. ecologically functional)
- What suite of feasible projects would optimize habitat enhancement?
- What are the associated short and long term costs for implementation of the identified potential solutions (individual and combined)?

TASKS & DELIVERABLES

Task 1: Review of Background Information and Development of Data Acquisition Plan: Review available references and consult with County/District staff to acquire background and knowledge required to develop and proceed with a plan that will successfully meet project goals.

Deliverables: (1) technical memo briefly summarizing existing conditions and knowledge, including the identification of data gaps and a Data Acquisition Plan and budget. Data gaps shall be ranked as to whether data is required for completion of assessment level studies or can be addressed at a later date under a separate contract.

Meetings: (1) with staff/technical work group to discuss preliminary findings; also, (2) initial field meeting with staff for site assessment.

Task 2: Field Reconnaissance & Topographic Surveying:

Bidder shall review available survey data and include budget for a focused topographic survey suitable for development of a hydraulic model of the Easkoot Creek system suitable to meet the goals of this RFP. A detailed geomorphic survey is desirable but not required given the budget constraints of this initial phase of the project. Survey shall be tied into local control points but does not have to be performed by a licensed surveyor. Previous limited creek profile surveys were conducted by NPS.

Characterize bedload sufficient to evaluate the system, develop solutions and compute sediment transport through the existing or modified system.

Deliverables: (1) technical memo describing field data collected; (2) survey and sediment data in Excel and CAD format. See Section 6: Exhibits for a more detailed description of requirements for technical deliverables.

Meetings: 1-2 field meetings with staff as necessary.

Task 3: Hydrology, Hydraulics, Sediment, Fisheries and Geomorphic Assessments of Existing Lower Easkoot Creek System:

Under this task, the Consultant will perform technical studies of the existing creek and floodplain system within Lower Easkoot Creek to use as the basis for evaluating creek and floodplain improvements. Assess and describe current hydrologic, hydraulic, and channel geomorphic processes.

Sub-Task 3a: Hydrology Model. Consultant to review existing hydrology and develop an updated hydrology model using HEC-HMS, SWMM or equivalent hydrology model to develop revised estimates of the range of channel forming and sediment transport and flood flows using available rain gauge information. Consultant shall use a physically-based distributed parameter hydrology model and shall calibrate to the extent possible against available data of flooding extent and the limited stream gauge data. Use of simplistic lumped parameter models not suitable for a steep forested watershed (i.e. rational method, or TR-55) are not allowed. The Project Approach shall contain details of the proposed hydrology model along with a discussion of the approach proposed for development of the design storm for the development of channel forming and flood flows.

Sub-Task 3b: Hydraulics Model and Sediment Transport Assessments. Develop a hydraulic model of the existing creek system and for use under Task 4 for analyzing a range of project alternatives to reduce flooding, sediment aggradation and provide fish passage through the project reach. Open source software is preferred (i.e. HEC-RAS or equivalent). The Project Approach shall detail the model proposed by the Consultant along with a rationale for use of a proprietary software model. Include an assessment of groundwater elevations within the project reach and impacts to flooding.

Sediment transport capacity shall be performed using the sediment modeling capabilities of HEC-RAS or approved equivalent method. The goal is to assess the degree that channel modifications will result in sediment aggradation or degradation and the impacts on changes to the channel desilting regime. The Consultant may propose alternative methods or models for this evaluation as described in their Project Approach to this RFP. The proposed sediment transport analysis methodology shall be described, i.e. which sediment transport equation is proposed for use.

Sub-Task 3c: Fisheries: Assess existing fisheries habitat and passage requirements and opportunities based on work completed to-date and discussions with stakeholders and recent trends in fisheries. In all evaluations, the concept designs should improve or not degrade fish habitat.

Sub-Task 3d: Geomorphic Assessment. This assessment is meant to qualitatively evaluate the creek system within its geomorphic and geologic context to evaluate if a geomorphically stable channel is possible in this dynamic system and what its channel characteristics would be. The consultant should also evaluate the portions of the alternatives that involve ocean connectivity within a coastal geomorphic context as well.

Sub-Task 3e: Watershed Sediment Assessment. The Consultant shall review existing data regarding landslides and hillslope processes in the Easkoot Creek watershed. The goal of this task is to provide an assessment of the approximate sediment yield entering the lower Easkoot Creek system and the value and approximate costs to develop and implement an upstream sediment control program to reduce the volume of sediment entering the lower creek system and requiring maintenance dredging.

Deliverables: (1) technical memo describing results of all studies and modeling of the existing channel and floodplain conditions and functions; (2) detailed description of model inputs and outputs; (3) summary suitable for public outreach to communicate the findings of the technical memo.

In all written reports and public presentations, the consultant shall clearly describe the existing geomorphic and geologic setting of the creek system. The goal is to present the dynamic nature of the creek system and describe the range of forces acting on the system and discuss the limitations of the scope of this RFP (i.e. a focus on reducing the level of riverine flooding) within solving these issues within the broader context of other forces impacting the system such as sea level rise and coastal zone flooding.

Meetings: (1) presentation of flooding and sediment and geomorphic modeling and assessments existing of creek and floodplain conditions and functions to staff/technical work group.

Task 4: Alternative Development & Assessment: Under this task, the consultant shall develop and describe potential flood protection alternatives (a draft list presented above), any associated facilities and/or activities, their proposed function, operational and maintenance requirements, and short- and long-term sustainability from a geomorphic perspective. Alternatives must include a “do nothing” option and also assess the effectiveness of current maintenance practices. Develop a hydraulics model to include assessment of the proposed alternatives. Estimate impacts to sediment transport through the system under various alternatives.

The assessment should include a description / depiction of their general location, dimensions, and extents, with elevations of key components where appropriate (e.g., weir(s), detention pond). Approximate construction, operation, and maintenance costs and a list of assumptions necessary for design development must also be provided. Evaluate combinations of alternatives, where appropriate, for their ability to mitigate a range of potential flood events and stream conditions.

All existing and proposed alternatives shall include an assessment of impacts due to sea level rise based on the following criteria; 1) an assumed rise in sea level of 32-inches by mid-century (2050) and 54-inches by end of century (2100). The impacts shall be assessed by raising the downstream boundary condition of the hydraulics model. Impacts to rainfall quantities and patterns can be qualitatively discussed in the report but do not have to be modeled.

All results shall be evaluated against a list of criteria presented below. This list is preliminary and may be modified by District staff during the process based on stakeholder and TWG input and discussions with the Consultant.

PRELIMINARY LIST OF EVALUATION CRITERIA

Consultant shall develop a weighted ranking of the various alternatives against the following criteria to allow for selection of a preferred alternative for the project. Potential criteria include:

1. Reduction in Extent and Magnitude of Flooding (*highest priority*)
 - a. *Under 32-inch rise in sea level (2050 estimate)*
 - b. *Under a 54-inch rise in sea level (2100 estimate)*
2. Impacts to salmonids and riparian habitat
3. Impacts to parking and local homes and businesses
4. Improvements to sediment transport and reduction of desilting requirements and costs
5. Capital costs for implementation
6. Maintenance costs
7. Likelihood of receiving permit approval from regulatory agencies

Deliverables: (1) technical memo describing alternatives and their assessment along with recommendations for further study and costs.

Meetings: (1) presentation to staff/technical work group of alternatives to be assessed; (2) presentation of results of alternative assessment; (3) community presentation of results; (4) final project closeout meeting with staff/technical working group.

SPECIAL CONSIDERATIONS

The following special considerations should be noted:

a. There is a limited available budget of approximately \$120,000 for completing this scope of work and the contract will be awarded on a lump sum basis. However, an additional \$10,000 may be reserved to perform tasks outside those outlined in this request for proposals, or as a general contingency. The execution of a quality and comprehensive study will require a thorough understanding of the existing problem and a thoughtful and efficient utilization of available knowledge and resources. Please see the Available References section of this RFP for a list of completed works.

b. The purpose of this study is not to investigate in detail threats that exist from coastal flooding. These considerations were included in an earlier study, Alternative Mitigation Measures for Storm and Flood Hazards, Stinson Beach, Marin County, California (1984), completed by William Spangle & Associates. However, Easkoot Creek's proximity to the ocean may require some consideration of ocean conditions, including tidal influence and sea level rise.

c. The effectiveness of each potential solution to mitigate riverine flooding should be discussed in context with any assumptions that are made regarding ocean conditions, as well as the appropriateness of the assumptions. In addition, the written report should state its premise of offering solutions to riverine flooding only, while still clearly communicating residual risk that

may exist from coastal flooding. Finally, recommendations for further study for addressing coastal flooding should be outlined.

d. A review and confirmation of assumptions regarding fish passage and habitat requirements should be included to confirm that direct or bypass channels to the ocean or lagoon are not feasible or what flow regime would be allowable.

DELIVERABLES

Respondents to this RFP should propose a set of deliverables appropriate for successfully completing the Scope of Work. At a minimum, deliverables should include both draft and final technical reports and supporting technical files and documentation.

The project process should accommodate an iterative, collaborative process with County staff and the Technical Work Group.

SCHEDULE

The desired completion of the full Scope of Work is 12 months from the date of the signing of a Professional Services Agreement.

PRESENTATIONS

Presentation of findings to both the general public and staff/stakeholders will be required in up to four (4) public meetings as described in the *Tasks and Deliverables* section, and shall be designed to convey findings in “plain english” (i.e., understandable to a non-scientific audience). Presentations will be given to the Technical Work Group prior to public meetings for review and feedback to the Consultant.

SECTION 3 PROJECT ADMINISTRATION

TIMELINE

All deliverables for this project are due within 12 months from the date of the signing of a Professional Services Agreement.

BUDGET

There is no proposed acceptable budget for the project. Projects will not automatically be chosen based on the lowest bidder, but on the breadth, quality, and value of the work proposed and the way in which the proposal meets the project objectives.

PROGRESS REPORTS

The Consultant shall prepare progress reports or memorandums monthly outlining recovered data and preliminary findings and recommendations. Progress reports/memorandums shall also summarize important points of discussion, underlying assumptions, and needs pertinent to the successful completion of the project. Monthly submittal of progress reports/memorandums shall coincide with the submittal of any and all invoices related to labor performed and work accomplished.

MANAGEMENT MEETINGS

The Consultant shall attend quarterly meetings with the District's Project Manager and key stakeholders to discuss progress, preliminary findings, and to receive direction upon which to base further work. The Consultant shall update and present any draft findings to District staff and key stakeholders prior to publishing the final report.

SECTION 4 SUBMITTING A PROPOSAL

NOTICE

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

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

Please refer to the following link for details:

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

RFP SCHEDULE

05/06/11	Release of RFP solicitation
06/03/11	RFP submittal closing date (at 4 p.m. PT)

A shortlist of qualified respondents will be notified for interviews approximately 2 weeks after the closing date.

SUBMITTAL INSTRUCTIONS

General

Proposals shall be enclosed in a sealed package. Respondent's name and address shall appear in the upper left-hand corner of the package. All proposals shall be identified with **Hydrology and Hydraulics Study to Support Easkoot Creek Flood Protection and Habitat Restoration Assessments** legibly written on the outside of the packages(s). If multiple packages are submitted, each package must be legibly numbered (i.e., 1 of __, as required.)

Submittal

1. Respondents shall submit **one (1) original with three (3) hard copies** of its Proposal to the following address in soft, pliable binders plus a PDF copy of the submittal. One copy is to be clearly marked as "original" on the outside cover and contain an original signature.

By Mail

Marin County Flood Control and Water
Conservation District
Attn: Chris Choo, Room 304
P. O. Box 4186
San Rafael, California 94913

In Person or by Courier

Marin County Flood Control and Water
Conservation District
Attn: Chris Choo
3501 Civic Center, Room 304
San Rafael, California 94913

2. Proposals will be received until **4:00 p.m. PT, June 3, 2011**. Respondents or couriers may ask for a copy of the receipt for their records. **Proposals received after the stated time and date will be considered non-responsive and returned unopened.**
3. The District will not be responsible for submittals that are delinquent, lost, mismarked, sent to an address other than that given herein, or sent by mail or courier service and not signed for by the District.

PROPOSAL REQUIREMENTS

The information requested below will be used to evaluate the respondent's proposal based on the criteria outlined in Section 2. Respondents may be deemed non-responsive if they do not respond to all areas, 1 through 10.

Proposals shall be placed in soft binders. Proposal shall be organized in separate sections tabbed with corresponding numbers and related headings in the order presented below:

1. Executive Summary Letter
2. Validity and Statement of Compliance
3. Certificate of Insurance
4. Minimum Qualifications/Special Requirements
5. Past Performance

6. Work Methodology
7. References
8. Staffing Plan/Organization/Experience
9. Project Schedule
10. Cost Proposal

1. Executive Summary Letter

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

2. Validity and Statement of Compliance

State the validity of your proposal (must be a minimum of three (3) months) and a "Statement of Compliance" with all parts of this solicitation (terms and conditions, scope of services, sample agreement, etc.) or a listing of exceptions. The listing of exceptions must include: suggested rewording; reasons for submitting the proposed exception; and any impact the proposed exception may have on the services to be provided, and suggested changes.

3. Certificate of Insurance

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

4. Minimum Qualifications/Special Requirements

Respondent shall demonstrate herein how the minimum qualifications are met as required to complete tasks in the Scope of Work and listed below at the end of Section 4.

5. Past Performance

Include a list of previous projects performed within the last five (5) years that are relevant to the services described in the *Scope of Work*. Describe the services performed, staff performing the services, term of the project, and type of organization for which the services were provided.

6. Technical Approach (10 pages maximum – brevity is encouraged.) The proposal should describe and demonstrate the process that will be used to complete the project and meet the project goals. Describe how you intend to accomplish each of the specific tasks in this proposal. Include a timeline demonstrating your proposed start and end dates for the products in each task.

Discuss the approach that will be used to perform the technical studies and then develop the model and link it with the various studies. Describe how your approach will account for the important processes causing flooding and aggradation in the system as well as enhance and create wetlands habitat. Discuss the key assumptions associated with your approach. Explain how you will characterize uncertainty across these tasks and for different time periods. Propose and explain why a specific numerical model is appropriate for this project.

For modeling efforts, include the name of the model(s) that will be used; summarize its structure, capabilities (processes modeled), assumptions, and limitations; explain why this is the best type of model for these efforts; and describe whether the model(s) you propose to use is proprietary or generally available for future use by designers and managers. Will the modeling effort use only one model or are multiple models required to encompass all areas of physical processes (such as any new creek connection to the ocean? Has the model(s) been applied to the project area or similar systems? What is the initial effort required to calibrate for local conditions? If you are proposing to use multiple models, provide the same information for all models. Also describe your approach to quantifying, managing, and disclosing uncertainties for each type of modeling.

Discuss model calibration and validation. It is desirable, but not required, that the Consultant use "open source" models, if possible. Subsequent design phases will also benefit from a model that is accessible to other users.

7. Work Methodology

Discuss proposed methodology to meet requirements of the *Scope of Work*, approach to work, resources available, and approach to the management and integration of all activities required in the *Scope of Work*. Include herein an organization chart identifying key personnel and the agreement administrator.

8. References

Relevant Project Experience and References describes the level of involvement in similar flooding and sediment evaluations and contact information (including phone numbers and email addresses) for at least three clients so that we may contact them in regards to your work. Describe why your team members are specifically qualified (or what distinguishes your services from competitors) to accomplish the tasks in this RFP.

Respondent must submit a minimum of three (3) client references from different sources of work performed within the past five (5) years similar in size and scope of the *Scope of Work* in this RFP.

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

9. Staffing Plan/Organization/Experience

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

Organization Chart - includes a description of who will perform the Task(s), identification of the project lead, and resume and contact information for each person who will be involved in the project. Please keep resumes as concise and focused as possible.

Staffing must include the following information:

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

10. Project Schedule

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

11. Assumptions. The proposal should describe the Consultant's assumptions as a separate page titled "Assumptions Upon Which This Proposal Is Based".

12. Cost Proposal

Respondent shall submit a *Cost Proposal*, which shall include all costs associated with the services to be provided. Respondent shall provide cost and labor elements by resource type, per key deliverable under each Task (such as the sub-task studies under Task 2, 3 and 4) as identified in Respondent's proposed *Project Schedule* (Item No. 10 above). At a minimum, respondent's cost summary shall identify labor resources, hourly labor rates, and estimated hours to accomplish the *Scope of Work*. For all tasks (especially Task 4), the costs for each item such as development and hydraulic modeling and analysis/write-up of various alternatives shall be broken out. The District reserves the right to remove specific work items to meet project budget constraints.

QUESTIONS & CLARIFICATIONS

Firms requesting clarification pertaining to this *Request for Proposals* (RFP) shall submit all requests in writing to Chris Choo at: cchoo@co.marin.ca.us. The District will respond to questions, and answers will be transmitted by e-mail or, if applicable, an amendment may be issued. The District reserves the right to ignore last-minute requests that do not allow for written response to all bidders.

VALIDITY

Proposals must be valid for a period of at least 3 months from the closing date and time of this RFP. Proposals may not be withdrawn after the submission date.

AWARD OF CONTRACT

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

MINIMUM QUALIFICATIONS

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

- a. Respondent shall be licensed by the State of California to conduct the services described in *Scope of Work*.

- b. Respondent must have a minimum of ten (10) years experience in hydrology and hydraulic analysis of creek and floodplain systems of similar type, size and scope as the alternatives contained in this RFP. Plus proven expertise and expertise in creek and, floodplain design projects within the past five (5) years.
- c. Respondent's personnel assigned to the project shall have current and valid credentials and have a minimum of ten (10) years experience in same or similar type of work.

INSURANCE

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

- 1. General Liability = \$1,000,000
- 2. Automobile Liability = \$1,000,000
- 3. Workers' Compensation = California Statutory Requirements
- 4. Professional Liability = \$1,000,000 (deductable of self-insured retention not to exceed \$2,500)

REFERENCE MATERIALS

Potentially relevant reference materials, including previous hydrology and hydraulics studies will, upon written request, be provided to the respondent. A list of available materials is provided in Exhibit C of this RFP. It is the responsibility of the respondent to verify all preexisting information they chose to use from all provided materials.

SAMPLE CONTRACT AGREEMENT

A *Sample Contract Agreement* is provided in Section 6, Exhibit E of the RFP. Before submitting a proposal, all respondents are requested to carefully review and abide by all of the provisions set forth in the *Sample Contract Agreement*.

**SECTION 5
PROPOSAL EVALUATION & SELECTION**

EVALUATION CRITERIA

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

1. **Staffing**

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

2. **Past Project Experience**

- A. Demonstrated experience in and successful contract performance for efforts similar to work outlined in the *Scope of Work*. Previous experience and performance should demonstrate the breadth of services the Consultant is qualified to perform, highlighting experience with public agencies within the last five (5) years.
- B. Client satisfaction with similar services/projects.
- C. Proven ability to successfully complete work on schedule.

3. **Work Methodology**

- A. The Consultant's understanding of the project objectives as illustrated by the proposed *Scope of Work* and any comments on this RFP. Proposals will be evaluated to determine whether the proposed approach to the work effectively meets the project requirement, and whether all tasks necessary to accomplish the scope of work are accounted for and described.
- B. How the Consultant intends to complete projects it is assigned in a timely and efficient manner while delivering a quality product.
- C. The Consultant's demonstrated ability to provide creative, thoughtful, and comprehensive approaches to meeting the objectives outlined in the *Scope of Work* and to provide recommendations for enhancing the *Scope of Work*.

4. **Communication**

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

EVALUATION PROCESS

- 1. Proposals will be reviewed to verify compliance with submission instructions, response requirements, and minimum qualifications. Any proposal not meeting the minimum qualifications may be deemed non-responsive.
- 2. Proposal evaluation will commence immediately following the review based on the criteria outlined in Section 5. The District will develop a shortlist of the most responsive respondents to continue on to the interview phase of the selection process.
- 3. Proposed key personnel from each responsive firm will be requested to present the teams and their qualifications at an interview. The interview format will include an opportunity for the firm to provide a formal presentation to give an overview of the Consultant's understanding of the problem and their strategy for addressing the problem. The formal presentation will be followed by an informal interview and question/answer period with the project team's key personnel

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

NEGOTIATIONS

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

SELECTION PROCESS

The consultant will be selected by the Flood Control District Project Manager and staff representatives from the Flood Control District, the Department of Public Works, and key agency stakeholders.

SECTION 6 EXHIBITS

EXHIBIT A – GENERAL LOCATION MAP

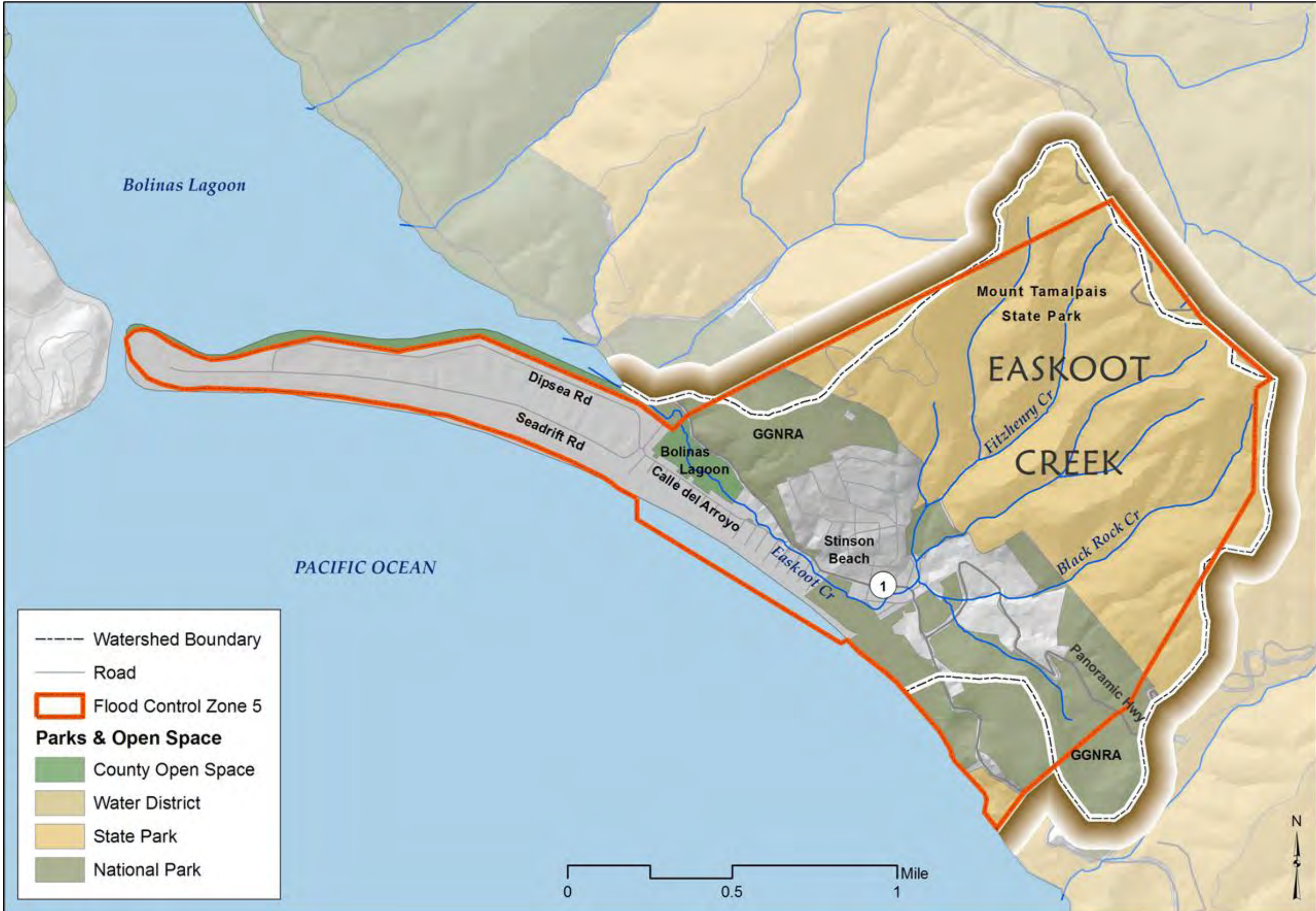
EXHIBIT B – MAP OF POTENTIAL FLOOD MITIGATION SOLUTIONS

EXHIBIT C – AVAILABLE REFERENCE MATERIALS

EXHIBIT D – REQUIREMENTS FOR GEOGRAPHIC DATA DELIVERABLES

EXHIBIT E – SAMPLE CONTRACT AGREEMENT

EXHIBIT A – GENERAL LOCATION MAP



- Watershed Boundary
- Road
- █** Flood Control Zone 5
- Parks & Open Space**
- █** County Open Space
- █** Water District
- █** State Park
- █** National Park

0 0.5 1 Mile



EXHIBIT C – AVAILABLE REFERENCE MATERIALS

Materials listed below are available for review by respondents to this *RFP* and include previously completed as well as incomplete (i.e., draft), studies, plans, and projects. Specific items will be provided by the District upon receipt of a written request for those items.

See the Marin County Watershed Program website for some general background at: www.marinwatersheds.org.

Reference Reports (may include additional types of references)

Garcia and Associates, 2004, Channel Morphology of Easkoot Creek Following Lower Easkoot Creek Restoration Project. Prepared for National Park Service, Golden Gate National Recreation Area, Sausalito, CA.

Marin County Department of Public Works, 1971, Study Done by M.M.S (Sadjadi).

Michael Love and Associates, 2009, Review of Background Information and Flood Control Alternatives for Easkoot Creek, Stinson Beach CA. Prepared for Marin County Dept. of Public Works, San Rafael, CA.

Rich, A.A., 1992, Feasibility Study to Rehabilitate the Fishery Resources of Easkoot Creek, Marin County. Prepared for The Environmental Action Committee of West Marin, Point Reyes Station, CA.

Tetra Tech, Inc., 2002, Draft - Technical Appendices to the Bolinas Lagoon Ecosystem Restoration Environmental Impact Statement and Environmental Impact Report. Prepared for US Army Corps of Engineers – San Francisco District and Marin County Open Space District.

U.S. Department of the Interior – National Park Service, Golden Gate National Recreation Area, Division of National Resource Management and Science. Unknown Date, Environmental Assessment – Easkoot Creek Restoration at Stinson Beach.

William Spangle and Associates, Inc., 1984, Final Report – Volume I, Alternative Mitigation Measures for Storm and Flood Hazards – Stinson Beach, Marin County, California. Prepared for Marin County Dept. of Public Works, San Rafael, CA.

William Spangle and Associates, Inc., 1984, Final Report – Volume II, Figures & Appendices, Alternative Mitigation Measures for Storm and Flood Hazards – Stinson Beach, Marin County, California. Prepared for Marin County Department of Public Works, San Rafael, CA.

Reference Emails, Letters, and Memorandums

Clay, Tracy J – Senior Civil Engineer, Marin County Flood Control and Water Conservation District. Letter to O'Neill, Brian - General Superintendent, Golden Gate National Recreation Area. July 9, 2007.

Clay, Tracy J – Senior Civil Engineer, Marin County Flood Control and Water Conservation District. Letter to O'Neill, Brian - General Superintendent, Golden Gate National Recreation Area. July 26, 2007.

Clay, Tracy J – Senior Civil Engineer, Marin County Flood Control and Water Conservation District. Letter to Horner, Nancy - Chief of Planning, Golden Gate National Recreation Area. April 16, 2007.

Murphy, C.E. - Flood Control Engineer, Marin County Flood Control and Water Conservation District. Letter to Neider, Jim – Area Manager, State of California – Department of Parks and Recreation. February 17, 1982.

O'Neill, Brian – General Superintendent, Golden Gate National Recreation Area. Letter to Conatser, Neal – Assistant Engineer, Marin County Flood Control and Water Conservation District. June 18, 2007.

Taylor, Ross – Fisheries Biologist. Ross Taylor and Associates. Notes from Site Visit on Easkoot Creek near Stinson Beach, Marin County. July 10, 2007.

Willard, Syd – Staff Geologist, State of California – Department of Parks and Recreation. Memorandum to Mitchell, Curtis B.– Regional Director, State of California – Department of Parks and Recreation. April 19, 1982.

Reference Maps, Figures, and Drawings

Map: Subdivision No. 1 at Stinson Beach, March 24, 1906

EXHIBIT D – GUIDELINES FOR SUPPLYING GEOGRAPHIC DATA

Geographic data should be delivered via CD-ROM, DVD, or electronic data transfer (email or FTP). Deliverables should contain the following items:

- Geospatial data
- Associated data tables or relational Microsoft Access database
- Summary descriptive document and basic metadata

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

- Contents of the CD/DVD or .zip file
- Description of the project, including all related deliverables 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)

Spatial Data

There are several ways to represent spatial data in a GIS including points, lines, polygons, 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. Shapefile field names must be 10 characters or fewer to avoid truncation.

Coordinate System

All spatial data should be geo-referenced with projection information defined in the data file that is submitted. All spatial data should use the following coordinate system:

Projection: California State Plane, Zone III
Datum: North American Datum 1983 HARN
Units: Foot

Any data submitted that does not use the coordinate system above must include a projection file.

Spatial Data Formats

The data formats should be clearly stipulated and agreed upon with contractors or cooperators before data collection and processing start.

Vector Data: Vector data should generally be supplied as ArcView shapefiles, ESRI Geodatabase, or ArcInfo interchange file (*.E00).

Raster Data: All cell-based datasets or grids should be supplied as an ArcInfo GRID and/or ArcInfo interchange files, compatible with the current version of ArcGIS. Geo-referenced digital aerial photography and imagery should be supplied as 8-bit grayscale GeoTiff, 24-bit RGB GeoTiff, or tagged image file format (.TIFF) files with any associated geo-reference information included.

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

If there are questions about choosing data formats contact the project manager or the GIS Specialist for guidance before data collection begins.

Data Collection methods

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

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

Attribute Data

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

Quality Control

QA/QC procedures used to assess the data should be documented by the Contractor in the appropriate metadata sections.

Metadata

DPW-FC 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. The metadata should be delivered in extensible markup language with an .XML extension.

All data submitted must be accompanied by metadata that includes at a minimum 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.

**MARIN COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
PROFESSIONAL SERVICES CONTRACT
2010 – Edition 2**

THIS AGREEMENT 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 services: _____ ; and

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

NOW, THEREFORE, for and in consideration of the agreement 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 paragraph 14 of this Contract, should the funding source for this contract be reduced, Contractor agrees that this maximum cost to District may be amended by written notice from District to reflect that reduction.

5. TIME OF AGREEMENT:

This Agreement 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:

The Contractor shall maintain a commercial general liability insurance policy in the amount of \$1,000,000 (\$2,000,000 aggregate). Where the services to be provided under this Contract involve or require the use of any type of vehicle by Contractor in order to perform said services, Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of \$300,000.00. Said 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 District shall be named as an additional insured on the commercial general liability policy. The insurer shall supply a certificate of insurance with endorsements signed by the insurer evidencing such insurance to District 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.

____ By initialing in the space provided, Contractor warrants that the services to be provided under this Contract do not require the use of any type of vehicle by Contractor.

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 or a copy of the Certificate of Consent to Self-Insure shall be provided to District prior to commencement of work.

In addition, Contractor may be required to carry errors and omissions, professional liability or malpractice insurance. If such insurance is required, the coverage limits and deductibles shall be set forth on Exhibit "C" attached hereto.

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify and hold the District harmless and defend the District against any and all claims, damages, losses and expense that may arise by reason of the Contractor's negligent actions or omissions. District agrees to timely notify Contractor of any negligence claim.

Failure to provide and maintain the insurance required by this contract will constitute a material breach of the agreement. 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 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 Agreement, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Agreement and shall require subcontractor to name Contractor as additional insured under this Agreement. 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 CONSULTANT:

Any and all work product resulting from this agreement 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 Consultant incorporates into the work product any pre-existing work product owned by Consultant, Consultant 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 County of Marin Board of Supervisors, the State of California or other third party. Should the funds not be appropriated District may terminate this agreement 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 Agreement is contingent upon an annual appropriation or grant from the County of Marin Board of Supervisors, the State of California or other third party, District's performance and obligation to pay under this Agreement is limited by the availability of those funds. Should the funding source for this Agreement be eliminated or reduced, upon written notice to Contractor, District may reduce the Maximum Cost to District identified in Paragraph 4 to reflect that elimination or reduction.

15. RELATIONSHIP BETWEEN THE PARTIES:

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

16. AMENDMENT:

This Contract may be amended or modified only by written agreement 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 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 Resolution #2005-97 of the Board of Supervisors 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 District's contact person referenced in paragraph 20. NOTICES below.

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 checked="" 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"/>	Debarment and Suspension Certification	_____
<u>EXHIBIT D.</u>	<input type="checkbox"/>	Subcontractor Debarment and Suspension Certification	_____

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

APPROVED BY
MARIN COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT:

By: _____

CONTRACTOR:

By: _____
 Name: _____
 Telephone No.: _____

COUNTY COUNSEL REVIEW AND APPROVAL (Only required if any of the noted reason(s) applies)

REASON(S) REVIEW:

- Standard Short Form Content Has Been Modified
- Optional Review by County Counsel at Department's Request

County Counsel: _____

Date: _____

EXHIBIT "A"

SCOPE OF SERVICES (required)

EXHIBIT "B"

FEES AND PAYMENT SCHEDULE (required)

The Contractor will not be eligible for compensation for any work performed that is outside of the contractual Scope of Services or in excess of the approved contract amount without prior written authorization from the District.

Signature of Contractor

Date

EXHIBIT "C"

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The Contractor, under penalty of perjury, certifies that, except as noted below, he/she or any other person including subcontractors associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of executing contract, but will be considered in determining Contractor's responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.
The above certification is part of the Contract. Signing this Contract on the signature portion thereof shall also constitute signature of this Certification.

EXHIBIT "D"

SUBCONTRACTOR DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The Subcontractor, under penalty of perjury, certifies that, except as noted below, he/she or any other person including subcontractors associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Authorized Representative

Name (typed)

Signature

Title

Date

Name of Company

Project Name

CONTRACTOR SHALL INCLUDE A SIGNED DEBARMENT AND SUSPENSION CERTIFICATION FOR EVERY SUBCONTRACTOR LISTED IN THE CONTRACT.

Notes: The certification of this provision is a material representation of fact upon which reliance was place. Providing false information may result in criminal prosecution or administrative sanctions and the termination of the contract for default.