REQUEST FOR PROPOSALS
CORRIDOR ANALYSIS, PRELIMINARY ENGINEERING
AND OUTREACH SERVICES
FOR
HIGHWAY 37 CORRIDOR ADAPTATION STUDY
(U.S. 101 TO SONOMA COUNTY LINE)

DECEMBER 7, 2018
Submit proposal to:
Dan Dawson, Principal Transportation Planner
County of Marin
3501 Civic Center Drive, Room 304
San Rafael, CA 94903

PROPOSALS DUE BY: 4:00 P.M., Wednesday, January 9, 2019
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COUNTY OF MARIN

HIGHWAY 37 CORRIDOR ADAPTATION STUDY

(U.S. 101 TO SONOMA COUNTY LINE)

1. INTRODUCTION

The County of Marin is inviting qualified consulting engineering, planning, and environmental firms or consulting teams to submit a proposal to prepare a climate-change adaptation study for the Highway 37 corridor in Marin County, including a review of existing information and studies, coordination with agency staff, public outreach, data collection and development of recommended adaptation strategies. The Study is funded through a Senate Bill 1 (SB1) Adaptation Planning Grant. The County reserves the right to adjust the scope of services as deemed appropriate and necessary.

The County’s consultant is expected to scope the Project based on the Project descriptions provided, as well as its team’s site inspection and observations prior to the proposal. One consultant will be selected to handle all the tasks within the Project.

2. DESCRIPTION OF THE STUDY

Much of the Highway 37 corridor through Marin County is vulnerable to closure and roadway damage due to plus tides, sea level rise, and increasingly significant storm surges. A portion of the highway was closed for several weeks in 2017 due to heavy rains and tidal surges that overtopped existing levees and barriers. The highway’s relatively low base elevation with expected increases in sea level rise and storm surges is of concern because of the highway’s role as the primary connection through the North Bay between Highway 101 in Novato and Interstate 80 in Vallejo. Novato Creek crosses under the highway near its western terminus. Much of the Marin segment of the highway is currently protected by levees under private ownership and maintenance responsibility which are not engineered to any adopted standards.

There have been several studies looking at various aspects of the entire length of Highway 37. This purpose of this study is to distill the studies and other information collected to date, gather additional data as appropriate, and develop recommendations for improvements that improve the resiliency of the segment of Highway 37 in Marin County, between Highway 101 and the Petaluma River. Potential solutions may include improvements to the highway facility, improvements to levees or other environmental restoration activities, or a combination of these.
The project consists of several components which are further described in the Scope of Work section:

- Analysis and comparison of existing studies and information, including identification of any data gaps
- Collection of additional data
- Coordination with affected agencies
- Public Outreach, including community workshops
- Development of alternative approaches and recommendations

3. STUDY SCHEDULE

The following schedule is planned for completion of the study to meet funding and delivery requirements and for which tasks are described in greater detail in the Scope of Work section:

March, 2019  Study Kickoff
Spring, 2019  Review of Existing Information, Gap Identification, Additional Data Gathering
May, 2019  Stakeholder Meeting #1 – Presentation of opportunities and constraints, public brainstorming
Summer, 2019  Data Analysis and Preparation of Draft Adaptation Strategies
October, 2019  Community Workshop #2 – Presentation of Adaptation Strategies, solicitation of public input
Fall, 2019  Refinement of Recommended Approach and Preparation of Final Report
January, 2020  Presentation of Final Report

4. SCOPE OF WORK

Consultant’s general scope of work includes a review of existing information and studies, coordination with agency staff, public outreach, additional data gathering, development of recommended adaptation strategies, and preparation of a final report.

The Marin County Department of Public Works is managing the study in partnership with the Transportation Authority of Marin (TAM) and all work by the Consultant will be coordinated through the Department. The Study Team will consist of County staff, TAM staff, and the consultant team.
The County will provide a website to which all public documents and other items of interest will be posted as well as maintaining a listserv to which interested parties may subscribe. All documents for public review and consumption prepared by the Consultant shall be Section 508 compliant (ADA).

ELEMENTS OF SCOPE:

TASK 1 – REVIEW OF EXISTING INFORMATION AND STUDIES AND IDENTIFICATION OF COMMON THEMES AND GAPS

There are several complementary and overlapping studies within the study area. The consultant shall review ongoing and completed studies relevant to the Highway 37 corridor and adjacent lands between Highway 101 and the Petaluma River, and Novato Creek between Highway 101 and San Pablo Bay, including various efforts by Caltrans, Metropolitan Transportation Commission, Transportation Authority of Marin, Marin County Flood Control and Water Conservation District, and other agencies and organizations. (A representative list of relevant studies is included in Appendix C.) The findings shall be presented in a report covering the following topic areas with a specific summary for Segment A of the corridor:

1. Summary of the findings from each report, including public input generated through those efforts.
2. Identification of common themes and findings between the reports reviewed and what, if any, work has been done already to address the concerns raised, including levee analysis, hydraulic modeling, proposed improvements, environmental restoration, and/or construction projects.
3. Discussion and a matrix comparing any suggested or conceptual design solutions and associated cost estimates.
4. Identification of any gaps where additional analysis or study would aid in development of solution alternatives.

Deliverable: Completed Existing Study and Information Review Report

TASK 2 – STAKEHOLDER/COMMUNITY OUTREACH AND COORDINATION

In coordination with County staff, the Consultant shall organize, prepare materials for, and staff outreach meetings. This includes development of the meeting schedule, desired outcomes, graphic materials, visual presentations, preparation of materials for the website, and other related tasks. The Stakeholder meeting is intended for various agency staff, affected landowners, owners of adjacent vulnerable assets, and other technical experts. The Community Workshop includes the Stakeholder group plus the community at large. Planned activities are:

1. Stakeholder Meeting – introduction to the project, presentation of the findings from the Existing Study and Information Review Report (Task 1), and discussion of concerns, potential improvement ideas, and additional information that stakeholders may have to contribute.
2. Community Workshop – presentation of the study findings and recommended adaptation strategies, and solicitation of comments from the public to provide input upon which recommendations the final study report will focus.

3. Community Workshop #2 (optional) – if needed, a subsequent community meeting to discuss modifications or additions to include in the final study report.

**Deliverables:** Meeting schedules, staffing plans, staff, maps, graphics, documents, and supplies necessary for each meeting.

**TASK 3 – ADDITIONAL DATA COLLECTION**

From the gap identification from Task 1 and the Stakeholder Meeting (Task 2.1), identify what additional information is desirable to better inform the evaluation and discussion of potential solutions under Task 4. Identify key vulnerable assets in Segment A of the corridor beyond Highway 37 itself, including the parallel SMART tracks, Atherton Avenue interchange, pump stations, and levees and their ownership. Conduct additional data collection as the budget permits, potentially including hydraulic modeling and field study of levees. Given the limited budget, the Study Team will discuss and decide on which additional data collection activities can be undertaken.

**Deliverables:** Summary report on desirable additional data to collect; data collection as agreed to by the project team.

**TASK 4 – RECOMMENDED ADAPTATION STRATEGIES**

Using available data develop and refine strategies not already considered to protect Highway 37 and adjacent vulnerable assets. Provide cost estimates for each component or alternative approach with a focus on distinction of which approaches are feasible mutually exclusive of others and those that are dependent on other solutions to successfully achieve the desired objective. Each component or alternative approach should be identified as to its time horizon, specifically whether the solution is feasible in the short-term or longer-term, and for privately-owned assets, ownership strategies to protect and/or maintain those assets. Each strategy should be based on an integrated improvement approach that would include some elements of multi-modal use/access, facilitation of transit operations, environmental restoration, and recreational access. These alternatives and recommendations will be presented for discussion and comment at the community workshop identified in Task 2. Following the public workshop, a final recommended, integrated approach will be prepared for Segment A.

**Deliverables:** Adaptation Alternatives with supporting documentation; conceptual drawings, renderings, graphics, and written analysis report including for website posting and presentation to the community.
TASK 5 – DEFINING NEXT STEPS AND FUTURE NEEDS

Consultant will define a comprehensive approach towards the recommended strategy, which could include some form of “integrated project” for levee improvement with roadway improvement for Segment A. Coordination with Sonoma County as a stakeholder should be included in framing recommended next steps.

**Deliverable:** Strategy report for next steps and future actions.

TASK 6 – FINAL STUDY REPORT

Consultant will prepare a final report incorporating the information gathered and developed through the process, including existing study review, data collection and analysis, public comment received, and recommendations for future actions.

**Deliverable:** Final report

5. CONTENTS OF PROPOSAL

To maintain uniformity in the evaluation process, proposals shall be limited to a maximum of 50 pages on single-sided, 8½” x 11” paper (occasional 11”x17” sheets for charts and graphics are acceptable). The text font (ARIAL, TAHOMA, or similar) shall not be smaller than size 10. The cover letter, table of contents, front and back covers, and section dividers and resumes are excluded from the page count. *The proposal shall be bound, with tabbed section dividers, and include the following sections in order*:

**Cover Letter**

Include the primary consultant’s name and business address, as well as the Project Manager’s name, telephone number and email address. Summarize your understanding of the project and briefly introduce your team. Address any exceptions to the Insurance requirements and/or the Professional Services Agreement, both of which are attached as attachments. The cover letter shall be signed by the person authorized to negotiate a contract for proposed services with the County of Marin on behalf of submitting firm/team.

**Organization Chart and Prime and Subconsultant Introductions**

Clearly identify the prime consultant, all subconsultants, and their respective roles. Show the Project Manager and the key staff proposed for this project, including subconsultants’ staff. Excluding circumstances beyond the consultant’s control, it is expected that the project team proposed under this
proposal will remain unchanged throughout the duration of the project. Replacement of key staff without consultation with the County of Marin will not be permitted.

Include contact information and a brief summary of the Prime firm’s organization and history. Provide a résumé of each key team member in Appendix 1. Provide two references (name, title, agency, and telephone number) for the Project Manager and Task Leaders from similar type/size projects.

Include contact information and a brief summary of the each subconsulting firm’s organization, history, and two firm references. Provide a brief résumé (one page each) of each key team member in Appendix 1.

**Relevant Project Experience**

Include similar type/size projects that your team has completed. Provide a project description, services provided, consulting fees and the project’s construction cost. Discuss whether the design and construction were completed on time and within budget.

**Project Understanding and Approach**

Describe your firm/team’s understanding of the work to be performed and identify the approach for key services and/or issues anticipated for this project. Describe Project Manager’s and firm/team support and approach to managing project to ensure effort is completed on schedule and within established budget.

**Project Schedule**

Describe the project schedule from start to finish with reasonable completion expectations. Indicate stages of work, time frames, and your team’s ability to perform the required services in a timely manner. Indicate the methods and tools used to develop the schedule and the plans to update it throughout the life of the project.

**Scope of Services**

Provide a detailed description of the proposed scope of services. The scope of services submitted with the Consultant’s proposal must include a list and number of all deliverables, digital and hard copy, to be provided. Consultant must also plan for the necessary meetings for every aspect of the improvements program.

**Additional Information**

Provide any additional relevant information that may be useful for this project. Please limit this information to not more than two pages.

**Appendix 1:**

Include the key team members’ résumés.
6. FEE PROPOSAL

1. Two copies of the proposed fee shall be submitted in a single, separate sealed envelope, plainly labeled “Fee Proposal” with the prime company’s name and the project title.

2. The fee proposal shall include a cover letter stating the not-to-exceed fee, and separate fee schedules depicting individual project tasks, staff hours, and basic hourly charge rates. The fee proposal shall reflect all anticipated fee increases during the contract duration.

3. The final contract price may be negotiated.

7. RFP DISTRIBUTION, SUBMISSION, AND SELECTION PROCESS

The County will notify select firms as well as advertise publicly in Marin Independent Journal and through select RFP clearinghouses.

Questions concerning the RFP should be submitted via e-mail. The County will collect questions on the RFP through **Thursday, January 3, 2019**. RFP Questions should be sent to Dan Dawson at: ddawson@marincounty.org. The e-mail subject line should read: **RFP Questions for Highway 37 Corridor Adaptation Study**. Responses to questions will be posted as they are received on the project web page: [http://marinwatersheds.org/resources/projects/highway-37-adaptation-study](http://marinwatersheds.org/resources/projects/highway-37-adaptation-study)

Four (4) printed copies and one (1) digital copy of the proposal package are due by **4:00 p.m. on Wednesday, January 9, 2019**. The package, including the sealed cost proposal, shall be labeled “Highway 37 Adaptation Study RFP” and submitted the following address:

   Dan Dawson – Principal Transportation Planner  
   County of Marin DPW  
   3501 Civic Center Drive, Room 304  
   San Rafael, CA 94903

A Consultant Selection Committee will evaluate each proposal and rank the consultant teams based on the technical information, qualifications and check of references provided in the proposal. A copy of the evaluation sheet is enclosed for reference. If interviews are necessary they will be held at the Marin County Civic Center, tentatively on Wednesday, January 23, after which the top-ranked team will be selected to negotiate the contract.

The issuance of this RFP constitutes only an invitation to present responses. The County reserves the right, at its sole discretion, to determine whether or not any aspect of the response satisfactorily meets the criteria established in the RFP. The County reserves the right to seek additional information and/or clarification from the respondent, the right to confer with any respondent submitting a response and the right to reject any or all responses with or without cause. In the event that the RFP is withdrawn by the County for any reason, the County shall have no liability to any respondent for any costs or expense incurred with the preparation of this RFP or related work. The
County reserves the right, at its sole discretion, to waive any irregularities or informality. The County may conduct interviews with any respondent it deems necessary.

In order to minimize the potential for a conflict of interest or unfair competitive advantage, respondents must be aware that if they enter into a contract with the County of Marin to provide services sought by this RFP, the County reserves the right, in its sole discretion, to disqualify them from later serving as a consultant, advisor or sub-consultant to others for the project for which the consultant, advisor or sub-consultant provided services to the County of Marin.

The County of Marin reserves the right to reject any and all responses for failure to meet the requirements contained herein, to waive any technicalities and to select the responses which, in the County’s sole judgment, best meet the requirements of the project.

A copy of the County’s Professional Services Contract is attached for your reference and review. The necessary insurance coverages and limits are contained in this contract. Please indicate acceptance of these terms. By submitting a proposal without exception, the Consultant accepts all terms and conditions contained in attached agreement. The County reserves the right to reject any proposal that provides changes to the agreement not acceptable to the County.

**CONSULTANT SELECTION TIMELINE:**

- Distribution of RFP: December 7, 2018
- RFP Question Submittal Deadline: January 3, 2019
- Final Responses by County: January 4, 2019
- RFP Submittal Deadline: January 9, 2019
- Consultant Interviews: January 23, 2019
- Consultant Selection: January 25, 2019
- Contract Approval: February 26, 2019
### Appendix A

**EVALUATION CRITERIA**

#### Selection Criteria and Weighting Percentages

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<th>Weight</th>
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<tr>
<td><strong>Project Team:</strong></td>
<td>20%</td>
</tr>
<tr>
<td>This includes the team’s qualifications and relevant individual experience, unique qualifications of key personnel, time commitment of key members and the strength of the Organization Chart</td>
<td></td>
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<tr>
<td><strong>Project Understanding and Approach:</strong></td>
<td>25%</td>
</tr>
<tr>
<td>This includes demonstrated knowledge of the work required, explanation of the project, knowledge of County of Marin processes, and innovative approaches and internal measures for timely completion of project</td>
<td></td>
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<tr>
<td><strong>Scope</strong></td>
<td>25%</td>
</tr>
<tr>
<td>This includes the relevance, completeness and logic of the scope</td>
<td></td>
</tr>
<tr>
<td><strong>Project Management</strong></td>
<td>20%</td>
</tr>
<tr>
<td>This includes the ability to manage the project in a turnkey fashion, responsiveness to the County and its citizens’ needs, quality and timeliness of the deliverables and budget control.</td>
<td></td>
</tr>
<tr>
<td><strong>References</strong></td>
<td>10%</td>
</tr>
<tr>
<td>This includes record of producing quality product on similar projects on time and within budget</td>
<td></td>
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<tr>
<td><strong>Total</strong></td>
<td>100%</td>
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Appendix B

COUNTY OF MARIN
SAMPLE PROFESSIONAL SERVICES CONTRACT
2015 - Edition 1

THIS CONTRACT is made and entered into this ____ day of ____, 20____, by and between the COUNTY OF MARIN, hereinafter referred to as “County” and ________, hereinafter referred to as “Contractor.”

RECITALS:
WHEREAS, County 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 County, 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 County 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 County with his/her/its Federal Tax I.D. number prior to submitting the first invoice.

4. **MAXIMUM COST TO COUNTY:**

   In no event will the cost to County 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 County may be amended by written notice from County to reflect that reduction, with a corresponding reduction in scope/services provided.

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 County shall be named as an additional insured on the commercial general liability policy.

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

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

Errors and Omissions, Professional Liability or Malpractice Insurance.
Contractor may be required to carry errors and omissions, professional liability or malpractice insurance.

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

If Contractor does not carry a required insurance coverage and/or does not meet the required limits, the coverage limits and deductibles shall be set forth on 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, County 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 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 County except for any subcontract work identified herein. If Contractor hires a subcontractor under this Contract, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Contract and shall require subcontractor to name Contractor and 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 County 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 County.

10. **LICENSING AND PERMITS:**

The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor will assist County in applying for 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 County 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 County’s option, Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from County. 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 County of Marin as a work for hire. The County of Marin 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. Any modifications made by County to any of the Contractor’s documents, or any use, partial use, or reuse of the documents, for purposes other than identified in this Agreement, without written authorization or adaptation by the Contractor will be at the County’s sole risk and without liability to the Contractor and the County shall indemnify, defend and hold Contractor harmless from all third-party claims, damages, losses and expenses, including but not limited to attorney’s fees resulting therefrom, except to the extent such third-party claims, damages, losses or expenses are attributable to Contractor’s negligence or willful misconduct in collecting the field data (Task 2 of the Scope of Services).

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 County of Marin.

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 County 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 County'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 County may terminate this Contract with respect to those payments for which such funds are not appropriated. County will give Contractor thirty (30) days' written notice of such termination. All obligations of County 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, County'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, County may reduce the Maximum Cost to County 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 County. 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 County, as is evidenced in writing.

18. JURISDICTION AND VENUE:

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

19. INDEMNIFICATION:

Contractor agrees to indemnify, defend, and hold County, 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 to the extent caused by 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, County 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](http://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 County.

- The Contractor shall provide immediate written notice to County 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 County’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 County at the following location:

Contract Manager: ____________________________
Dept./Location: ______________________________
Telephone No.: ______________________________

Notices shall be given to Contractor at the following address:

Contractor: ________________________________
Address: ________________________________
Telephone No.: ______________________________

22. ACKNOWLEDGEMENT OF EXHIBITS

☐ Check applicable Exhibits

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<th>EXHIBIT</th>
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<td>D.</td>
<td>Contractor’s Debarment Certification</td>
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<td>E.</td>
<td>Subcontractor's Debarment Certification</td>
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IN WITNESS WHEREOF, the parties have executed this Contract on the date first above written.

CONTRACTOR: ____________________________
By: ________________________________
Name: ________________________________
Title: ________________________________

APPROVED BY
COUNTY OF MARIN:
By: ________________________________

______________________________  ____________________________
County Counsel: Date:

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

County Counsel: ____________________________  Date: ____________________________
Appendix C

The following studies are examples of, but not an exhaustive list, of recent studies related to the Highway 37 corridor. The documents can be downloaded from the Adaptation Study website: http://marinwatersheds.org/resources/projects/highway-37-adaptation-study

- State Route 37 – Segment A – Sea Level Rise Corridor Improvement Study (TAM)
- SR 37 Transportation and Sea Level Rise Corridor Improvement Plan (MTC/Caltrans)
- Caltrans Climate Change Vulnerability Assessments
- Grand Byway Design Concept
- San Pablo Baylands – Ensuring a Resilient Shoreline