

MARIN COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

Corte Madera Creek Flood Risk Management Project

Request for Qualifications and Proposal

For

Alternatives Study and Preliminary Design Update

AUGUST 24, 2026



Mandatory Pre-Proposal Site Visit On

SEPTEMBER 11, 2026 at 11 a.m.

Electronic Proposals Due On

SEPTEMBER 28, 2026 by 4 p.m.

Submit Electronic Proposals to Joanna Dixon

joanna.dixon@marincounty.gov

TABLE OF CONTENTS

Request for Qualifications and Proposal

1. INTRODUCTION	3
2. BACKGROUND.....	5
3. SCOPE OF WORK	7
4. PROPOSAL REQUIREMENTS	12
5. EVALUATION CRITERIA.....	15

Attachment 1 – Sample Contract Agreement

Attachment 2 – Requirements for Contractors

Attachment 3 – Geospatial Data Contract Deliverables Guidelines

Attachment 4 – A-E Contractor Statement of Technical Review

1. INTRODUCTION

The Marin County Flood Control and Water Conservation District (District) is seeking to update the project design to replace the existing fish ladder on Corte Madera Creek with a new transition structure that will improve fish passage and to either reduce, or at a minimum maintain the hydraulic profile of the Creek so as not to increase the BFE at any property within the watershed (Project). The District is requesting a statement of qualifications (SOQ) and cost proposal from experienced and well qualified consultants to perform an alternatives study, and preliminary engineering and design services, to update the project design to meet the “fish passage improvement and hydraulically neutral” design objective. The District intends to enter into a Professional Service Agreement (PSA) with the top qualified firm to provide services for the project as described in the scope of services. It is understood that the breadth of services required to complete the project runs the spectrum of civil, hydraulic, mechanical, structural, and geotechnical engineering disciplines, and permitting specialties especially on aquatic resources and FEMA National Flood Insurance Program (NFIP) compliance. The District will evaluate each firm’s SOQ and determine the most qualified firm to complete the project.

Proposals submitted in response to this RFQ/P will be used as a basis for selecting the Consultant for this project. The Consultant’s SOQ will be evaluated and ranked according to the criteria provided in **Section 5** “Evaluation Criteria,” of this RFQ/P.

Addenda to this RFQ/P, if issued, will be posted on the COUNTY OF MARIN website at: <https://www.marincounty.org/depts/pw/bids-and-proposals>.

It shall be the Consultant’s responsibility to check the COUNTY OF MARIN website to obtain any addenda that may be issued.

The Consultant’s attention is directed to **Section 4** “SOQ and Proposal Requirements.”

Proposals shall be submitted electronically in PDF format. The complete package shall be emailed to the RFQ/P Point of Contact, with the email address below prior to the date and time stated on the cover page of the RFQ/P (**Proposal Deadline**). The email heading shall read “**SOQ and Proposal for Corte Madera Creek Flood Risk Management Project Update.**”

RFQ/P Point of Contact: Joanna Dixon
joanna.dixon@marincounty.gov

Proposals received after **Proposal Deadline** will be considered nonresponsive. An acknowledgement email will be sent to you when your proposal has been received. If you do not receive an email indicating “Received” by **Proposal Deadline**, then it is your responsibility to follow-up with the RFQ/P Point of Contact, to confirm receipt. If you do not obtain a “Received” email and also do not follow-up, staff is not required to consider your submission.

The proposal email shall include two PDFs, the SOQ and Proposal file and the Cost Proposal File, with the firm's name included in the file name.

Any proposals received prior to the time and date specified above may be withdrawn or modified by written request of the Consultant. To be considered, however, the modified proposal must be received prior to **Proposal Deadline**.

Unsigned SOQs and proposals or those signed by an individual not authorized to bind the prospective Consultant will be considered nonresponsive and rejected.

This RFQ/P does not commit the DISTRICT to award a contract, to pay any costs incurred in the preparation of a proposal for this request, or to procure or contract for services. The DISTRICT reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified Consultant, or to modify or cancel in part or in its entirety the RFQ/P if it is in the best interests of the DISTRICT to do so.

The prospective Consultant is advised that should this RFQ/P result in recommendation for award of a contract, the contract will not be in force until it is approved and fully executed by the DISTRICT.

All products used or developed in the execution of any contract resulting from this RFQ/P will remain in the public domain at the completion of the contract. Proposals shall not be shared with other Consultants.

The anticipated consultant selection schedule is as follows:

Timeline of Events
Release of RFP August 24, 2026
Mandatory pre-proposal site visit Friday, September 11, 2026, at 11:00 AM Pacific Time
Deadline to submit Questions September 15, 2026 – No Later than 4:00 PM Pacific Time
Responses to Questions September 18, 2026
Proposal Submission Deadline Monday, September 28, 2026 – No Later than 4:00 PM Pacific Time
Evaluations and Identification of Preferred Consultant Friday, October 16, 2026 (Tentative)
Tentative Board Award Date November, 2026
Tentative Contract Start Date November 2026

Any questions related to this RFQ/P shall be submitted in writing to the attention of RFQ/P Point of Contact via email.

No oral questions or inquiries about this RFQ/P shall be accepted.

Pre-Proposal Site Visit

The location of the mandatory pre-proposal site visit will be at the Town of Ross Post Office parking lot at 1 Ross Common, Ross, California (between the post office and the creek). Attendees are expected to provide their own vehicle transportation. The purpose of the site visit is to acquaint prospective proposers with the existing conditions of the site including the wooden denil fish ladder, an overview of the project history and to discuss the project objectives. The site visit should last around 1.5 hours. **Only proposals from consultants who attend the site visit will be accepted.**

2. BACKGROUND

The existing fish ladder is located at the upstream limit of the existing concrete channel in the Town of Ross, between Frederick Allen Park and the Town of Ross Post Office parking lot. A vicinity and location map of the project site is shown in **Figure 1**.

The United States Army Corps of Engineers (USACE), with the Marin County Flood Control and Water Conservation District (District) as the local sponsor, constructed the Corte Madera Flood Control Project between 1960s and the early 1970s. The project consists of multiple phases of new concrete lined and earthen channels extending from the San Francisco Bay outfall upstream through Ross Valley to the Town of Ross. At the Town of Ross, construction of the concrete channel terminated at the upstream limit of Frederick Allen Park, where a temporary wooden Denil fish ladder was constructed to provide grade control and facilitate fish passage between the new concrete channel and the existing natural creek corridor upstream. The original intent was to resume construction of the upstream concrete channel during the following construction season. However, due to strong local opposition, the upstream concrete channel construction did not proceed, and the temporary wooden Denil fish ladder has remained in place since 1971 (**Figures 2 and 3**). A vicinity and location map of the project site is shown in **Figure 1**.

Over the years, the concrete channel has not provided the conveyance capacity originally intended. In addition, the existing wooden Denil fish ladder has created a bottleneck for both creek flow conveyance and fish passage, and concerns have been raised regarding its structural reliability. Between the 1980s and 2017, the area experienced multiple significant flooding events. In response to the recurring flooding, the District began working with USACE and, since 2019, has served as the lead agency for the Corte Madera Creek Flood Risk Management Project (CMCFRMP).

The goal of the CMCFRMP is to reduce the frequency and severity of flooding and to protect human life and property in the communities of Ross and Kentfield by enhancing and improving Corte Madera Creek. The CMCFRMP has made improvements to the channel and proposed others. Amongst those proposed improvements are modifications to the transition from the concrete channel to the natural channel. However, due to concerns with downstream impacts during a 100-year flood event, the CMCFRMP, as proposed, has been put on hold. You can learn more about the previously proposed CMCFRMP by visiting the project page: <https://marinflooddistrict.org/corte-madera-creek-flood-risk-management-project/>.

The District is interested in revisiting the project and developing a revised design that is “hydraulically neutral”. Specifically, the new transition structure replacing the existing wooden Denil fish ladder shall not increase the BFE at any non-District property within the watershed, even if the replacement does not provide additional flood risk reduction benefits. This revised project objective and design approach are necessary for the project to resume. The current fish ladder, which was meant to be temporary, is now over five decades old, is in questionable structural condition, and is a partial barrier to fish passage. Ideally, any improvements designed for the new hydraulically neutral transition structure should have the ability to be readily removed in the future.

The CMCFRMP is currently on hold at the working draft 100% design phase. The project has completed California Environmental Quality Act (CEQA) review through preparation of an Environmental Impact Report (EIR). Both draft 1D-2D and 1D hydraulic HEC-RAS models have been developed for this project reach. The 1D-2D model has been used for design and environmental analysis. The 1D model was developed for the FEMA Federal Insurance Rate Map (FIRM) Conditional Letter of Map Revision. The project has also obtained environmental regulatory permits from the U.S. Army Corps of Engineers (USACE), the San Francisco Bay Regional Water Quality Control Board, and the California Department of Fish and Wildlife. Because the project modifies the USACE Corte Madera Flood Control Project, the District has obtained USACE Section 408 permission. A portion of the project, including the wooden Denil fish ladder, is located within the Town of Ross, and the Town of Ross has issued the required planning permit. Upon completion of the FEMA NFIP regulatory compliance process, the District will need to apply for a Town of Ross building permit for construction. The District has obtained most of the easements required for project construction. The District intends to pursue acquisition of the remaining easements once the project resumes with the updated design.

The working draft 100% design plans, the 60% Basis of Design Report, the Lower College of Marin (Lower COM) Project design plans and Basis of Design Report, the project EIR and approved permits are available in an existing data package for this RFQ/P. Please send an email to the RFQ/P Point of Contact to request a copy of the existing data package.

Building upon the existing project information, the consultant shall prepare an alternatives study to identify and evaluate design options, which meet the project's "hydraulically neutral" objective. Based on the preferred alternative, the consultant shall develop a preliminary design for the project.

Firms, including their subcontractors, that have previously worked on projects within the Ross Valley watershed for the District or other entities are not eligible to be considered for this project. It is anticipated that the initial analysis and conceptual design associated with this RFQ/P would have a budget between \$150,000 and \$200,000. A design contract is anticipated, subject to the project and the District's needs and available funding, subsequent to this study and conceptual design. The Flood Zone 9 Advisory Board has recommended up to \$500,000 for the study in the RFQ/P, and the subsequent design contract.

3. SCOPE OF WORK

GENERAL:

The District is interested in contracting for alternatives study and preliminary design update for the Corte Madera Creek Flood Risk Management Project. The Consultant shall comply with all insurance requirements of the District, included in the sample contract in **Attachment 1**.

SERVICES TO BE PROVIDED:

The Consultant selected shall provide all services to complete the Project. This scope of services includes the following tasks:

1. Alternatives Study
2. Preliminary Design
3. Project Management

The requested scope is the minimum needed to meet the project objectives. Consultant is expected to incorporate its own expertise into the scope and propose modifications and additional work deemed necessary or advisable. Additionally, all work shall comply with all applicable codes, regulations, specifications, and guidelines governing this work.

TASK 1: ALTERNATIVES STUDY

The Consultant will prepare an alternatives study to meet the project objectives.

Task 1.1 – Project Review

The Consultant will perform a desktop review of readily available and relevant studies, models, maps, permits, and records of the Project and its study area. The Consultant will also prepare a data gap analysis to identify additional information needed for this project.

Deliverable: Succinct summary of data reviewed with description of the items (e.g., title, format, page numbers, content), key takeaways, and any data gaps needed for this project.

Task 1.2 – Technical Studies

Following document review, the Consultant will complete technical studies and analyses necessary to fill data gaps and support the alternatives study and preliminary design. At a minimum, these studies will include: wooden Denil fish ladder condition assessment; hydrologic and hydraulic (H&H) assessment; and supplemental survey. Additional studies may include, but are not limited to: geotechnical and structural investigation and environmental studies.

Wooden Denil Fish Ladder Condition Assessment - The Consultant shall inspect the wooden denil fish ladder and conduct testing and sampling, as needed, to evaluate its existing condition. Specifically, the assessment shall evaluate the structural integrity of the wooden and rock structure, its ability to withstand channel flows and sediment transport, its effectiveness in providing fish passage, and its overall reliability including an estimate of its remaining service life.

In addition, the Consultant shall prepare a failure analysis to identify the potential consequences of structural failure, with particular emphasis on impacts to the creek corridor and existing infrastructure, including the Ross Valley Sanitary District's sewer pipeline located across the channel bed just upstream of the existing wooden Denil fish ladder.

Hydrologic and Hydraulic Analysis – The Consultant shall perform hydrologic and hydraulic (H&H) analyses to evaluate potential project improvement alternatives. The primary objective is to ensure that the alternatives are hydraulically neutral, while the secondary objective is to reduce flood risk within the Ross Valley watershed. While no modeled rise is desired, the District may consider alternatives that result in localized increases in Base Flood Elevation (BFE), provided they do not increase overall flood risk or increase BFE on any non-District properties in a manner that would require mitigation for structural impacts.

The H&H analyses shall be performed using both a one-dimensional (1D) HEC-RAS model for FEMA NFIP compliance and a two-dimensional (2D) HEC-RAS model for project design and detailed floodplain mapping. The District will provide the 2D HEC-RAS model developed for the 60% project design, and the Consultant is expected to use the FEMA Flood Insurance Study (FIS) model for the 1D HEC-RAS analysis. While there may be a future option to consolidate into one 2D HEC-RAS model to support the FEMA FIRM,

environmental analyses, and drainage master planning, it is assumed that both types of models are necessary at this time.

The Consultant shall independently verify the validity of both models before use and develop an approach to demonstrate the consistency of the modeling results between the 1D and 2D models.

Supplemental Survey – The Consultant shall perform as-needed supplemental survey to support the H&H analysis and Preliminary Design. The horizontal and vertical control shall be based on the California State Plane Zone III coordinates and the North American Vertical Datum of 1988 (NAVD 88). For the proposal purposes, Consultant shall budget four days of field survey throughout the project.

Deliverable: One draft and one final Wooden Denil Fish Ladder Condition Assessment Technical Memorandum. One draft and one final H&H Technical Memorandum. Two two-hour H&H Workshop Meetings. Final model files. Field survey data (in AutoCAD Civil 3D Format or approved equivalent). Other technical study technical memorandums, as needed.

Task 1.3 – Alternatives Analysis

Alternative Development - The Consultant shall develop two or more project alternatives representing a range of feasible solutions and configurations, plus a "No Project" alternative for baseline comparison. Each alternative shall be demonstrated through the H&H analysis to be hydraulically neutral (e.g., no modeled rise in BFE).

The proposed alternatives, along with the evaluation objectives and criteria, shall be submitted in draft form and refined through an iterative review process with County staff during the alternatives evaluation.

Each design alternative shall include: a succinct written description of the alternative; a discussion of pros and cons; a benefit and impact statement; a plan view exhibit annotated with key features, and permitting pathways. The alternatives shall be described with sufficient detail such that costs can be appropriately estimated and it is clear what the alternative entails. The alternatives should be developed such that any regulatory permitting requirements can be readily characterized.

Alternative Evaluation – The Consultant should perform an alternative evaluation to compare the feasible alternatives by populating metrics of success associated with the mission statement and objectives of the Project. For each project objective one or more metrics will be developed to relate a quantifiable value to how successful a given design alternative meets the objective. The methodology and results of the alternatives evaluation will be documented in a technical report. The report will include: a brief description of the project's setting; the goals and objectives for the project, to be used as a basis for comparing and evaluating anticipated project success for each alternative; description and illustrations of the design alternatives; and summary of the evaluation methodology and results. The preferred alternative, which will advance to further design,

will require approval by the District. The report will also provide the details and design criteria necessary to complete the design consistent with required standards and site-specific constraints. The preferred alternative and the methods for its selection will be presented at one public community meeting.

Deliverables: One draft and one final Alternatives Analysis Technical Report. Two two-hour Alternative Analysis Workshop Meetings. One presentation at a public community meeting.

TASK 2: PRELIMINARY DESIGN

Following the alternative study, the Consultant shall perform work necessary to develop a preliminary design plan and an implementation plan for the preferred alternative.

Task 2.1 – Preliminary Design Plan

The Consultant will advance the preferred design alternative to develop a preliminary design, at a 30-percent design level. This first phase of design includes refining the preferred concept into drawings to begin developing an initial cost estimate and permitting strategies. The preliminary design will be presented at one public community meeting. It is assumed: the design plan will be provided in both PDF and AutoCAD Civil 3D format; and horizontal and vertical datums shall be based on the California State Plane Zone III coordinates and the North American Vertical Datum of 1988 (NAVD 88).

Deliverable: One draft and one final Preliminary Design Plan and construction cost estimate. One two-hour Alternative Analysis Workshop Meetings. One presentation at a public community meeting.

Task 2.2 – Project Implementation Plan

The Consultant shall prepare an implementation plan based on the preliminary design. The implementation plan shall include, at a minimum, the following elements:

Environmental Regulatory Permits: Identify any amendments or addenda that may be required for the project Environmental Impact Report (EIR) to maintain compliance with the California Environmental Quality Act (CEQA). Review the existing project permits to identify any potential coverage gaps, including, but not limited to, permit duration, project footprint, temporary and permanent resource impacts, and the ability to comply with permit conditions and mitigation requirements. The Consultant shall outline the additional work required to update the existing EIR and permits, as well as identify any new permits that may be required for the project.

Project Approvals and Authorizations: Review and identify any additional permits, approvals, and easements required to implement the project, including, but not limited to, potential amendments to the USACE Section 408 permission, local jurisdiction

requirements such as a Town of Ross building permit, easements from private property owners, and FEMA NFIP compliance requirements.

Design Proposal: Develop a scope of work and cost estimate to complete the final project design and provide engineering support during the bidding and construction phases.

Funding: Identify potential funding opportunities to support project implementation, including project design, construction, and long-term operation and maintenance, as applicable.

Deliverables: One draft and one final Project Implementation Plan. One two-hour Project Implementation Plan Workshop Meeting.

TASK 3: PROJECT MANAGEMENT

The Consultant shall provide project management and coordination necessary to complete the scope of work. This shall include the following:

- Routine Coordination
- Monthly Invoicing

Routine Coordination – The Consultant will perform routine coordination with District staff, subconsultants (if needed), and its internal team to complete the scope of work. Regular progress updates will be provided to the District project manager throughout the project. The frequency of these updates will be monthly, at a minimum. The Consultant will communicate: the work items performed since the prior update; budget, schedule, and work progress; and a discussion of upcoming activities scheduled to occur in the subsequent work period.

Monthly Invoicing - At the end of each month, a monthly invoice will be provided, which will include billing for the month, project billing total to date, and remaining budget. Regular coordination with District accounting and other staff, as appropriate, is included as a part of this task.

Deliverables: Meeting Agendas, Meeting Notes, and Monthly Invoices

4. SOQ AND PROPOSAL REQUIREMENTS

These guidelines are provided for standardizing the preparation and submission of statement of qualifications (SOQs) and proposals by all bidders. The intent of these guidelines is to assist Consultants in preparation of their SOQ and proposals, to simplify the review process, and to help assure consistency in format and content.

Proposals shall contain the following information in an electronic PDF file.

1. Introductory Letter

The introductory (or transmittal) letter shall be addressed to:

Marin County Flood Control and Water Conservation District
Attn: Joanna Dixon
3501 Civic Center Drive, Room 304
San Rafael, CA 94903

The letter shall be on Consultant's letterhead and include the Consultant's contact name, mailing address, telephone number, facsimile number, and email address. The letter will address the Consultant's: understanding of the services being requested; key reasons for why they should be selected; and any other pertinent information the Consultant believes should be included. All addendums received must be acknowledged in the transmittal letter.

The letter shall be signed by the individual authorized to bind the Consultant to the SOQ and proposal.

2. Executive Summary

The executive summary should concisely state the Consultant's case for selection as it relates to the stated evaluation criteria, per **Section 5**.

3. Qualifications and Experience

1. Summary of Qualifications – This summary should include up to a two-page narrative as to the Consultant's interests, particular abilities, and qualifications related to this solicitation.
 - a. Include examples: knowledge, expertise and/or experience with other related work.
 - b. Must meet minimum qualifications, including having qualified professionals to perform each task.
 - c. Include experience performing the identified tasks.

2. Project Descriptions and References - Provide examples of successful completion of projects with references from work completed. The District will only consider submittals from Consultants that demonstrate they have successfully completed comparable projects. These projects must illustrate the quality, type, and past performance of the project team. Submittals shall include a description of a minimum of three (3) projects within the past five (5) years, which include the following information:
 - Contracting agency
 - Contracting agency Project Manager
 - Contracting agency contact information
 - Contract amount
 - Date of contract
 - Date of completion
 - Consultant Project Manager and contact information
 - Project Objective
 - Project Description
 - Project Outcome
 3. Resumes - Provide resumes for key team members. Resumes shall show relevant experience for the Project's Scope of Work, as well as the length of employment with the proposing team. Key members, especially the Project Manager, shall have significant demonstrated experience with this type of project, and should be committed to stay with the project for its duration.
- 4. Organization and Approach**
1. Organization Chart - Describe the roles and organization of your proposed team for this project in an organization chart. Indicate the composition of subconsultants and number of project staff and offices available, as it relates to this project. Indicate the main point of contact.
 2. Approach Statement - Describe the team's technical and management approach in up to two pages. Explain how this approach distinguishes your team and/or is well suited for this Project. Deviations from the scope of work included in this RFQ/P (Section 3) should be clearly explained.
 3. Scope of Work - Include a detailed Scope of Work describing all services to be provided. Describe project deliverables for each phase of your work. Assume this proposed Scope of Work would be included in the contract, if awarded.
 4. Schedule of Work – Provide a detailed schedule for all phases and tasks of the project, including time for reviews (four weeks for major submittals).

5. Conflict of Interest Statement

The proposing Consultant shall disclose any financial, business, or other relationship with the COUNTY OF MARIN or the DISTRICT that may have an impact upon the outcome of the contract or the construction project. The Consultant shall also list current clients who may have a financial interest in the outcome of this contract or the construction project that will follow. The proposing Consultant shall disclose any financial interest or relationship with any construction company that might submit a bid on the construction project.

6. Litigation

Indicate if the proposing Consultant was involved with any litigation in connection with prior projects. If yes, briefly describe the nature of the litigation and the result.

7. Contract Agreement

Indicate if the proposing Consultant has any issues or would require changes to the proposed contract agreement (**Attachment 1**) or general provisions (**Attachment 2**). The DISTRICT reserves the right to reject any proposal that requests changes to the contract agreement not acceptable to the DISTRICT. If the attached contract agreement has been revised by the DISTRICT, the Consultant shall review the updated contract, and accept all terms and conditions of the revised contract agreement prior to award of the contract.

The Consultant shall provide a brief statement affirming that the proposal terms shall remain in effect for ninety (90) days following the date proposal submittals are due.

8. Cost Proposal

The Consultant shall provide a cost proposal for the stated Scope of Work, with hourly wages and rates indicated. **The Consultant shall provide a Cost Proposal in a separate electronic PDF file from the Statement of Qualifications.** The filenames should begin with "Cost Proposal" and "SOQ", respectively, followed by the Consultant name. Both files should allow for read receipt.

5. VALUATION CRITERIA

No.	Evaluation Criteria	Weight
1	Completeness of Response	Pass/Fail
2	Qualifications & Experience	50
3	Organization & Approach	50
4	Conflict of Interest Statement	Pass/Fail
	Subtotal:	100

Firms, including their subcontractors, that have previously worked on projects within the Ross Valley watershed for the District or other entities are not eligible to be considered for this project.

Based on scoring of the submitted SOQs, the District may hold interviews for a short-list of the Consultants. The in-person interview would allow for further evaluation of the same criteria.

Figure 1 – Project Vicinity and Location Map:

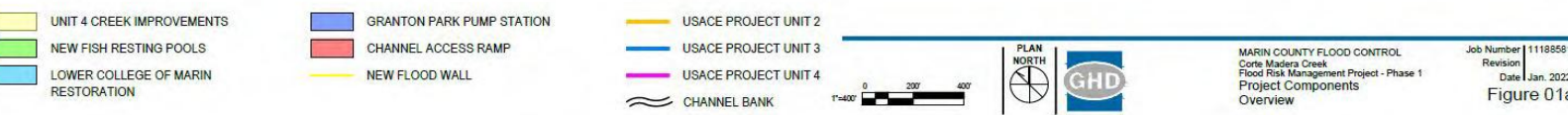
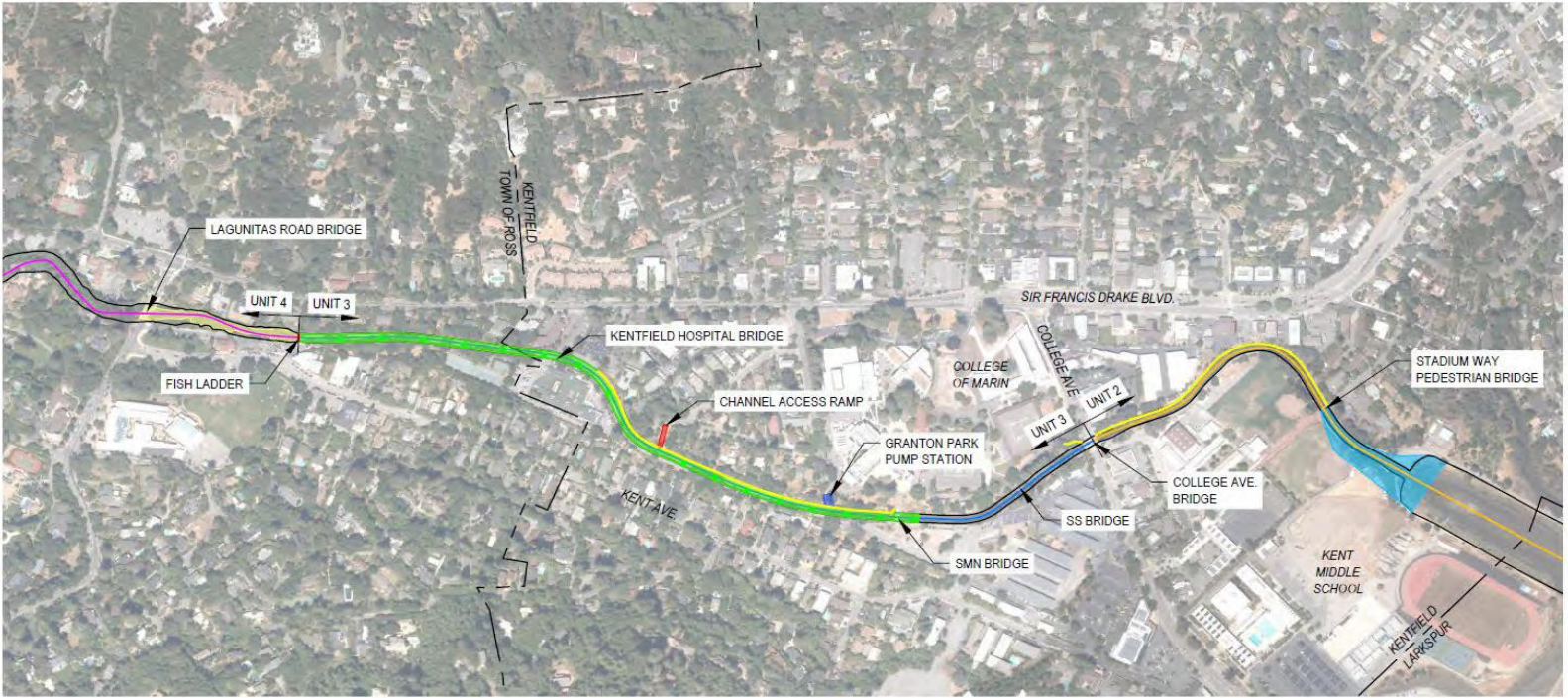


Figure 2 – Wooden Denil Fish Ladder, March 24, 2026



Figure 3 – Wooden Denil Fish Ladder, January 6, 2022



Attachment 1

Sample Professional Services Contract

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

RECITALS:

WHEREAS, District desires to retain a person or firm to provide the following service: _____; and

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

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

1. SCOPE OF SERVICES:

Consultant 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 Consultant 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. Consultant shall provide District with his/her/its Federal Tax I.D. number prior to submitting the first invoice.

4. MAXIMUM COST TO DISTRICT:

In no event will the cost to District for the services to be provided herein exceed the maximum sum of \$ _____ including direct non-salary expenses. As set forth in section 14 of this Contract, should the funding source for this Contract be reduced, Consultant agrees that this maximum cost to District may be amended by written notice from District to reflect that reduction without prior written approval.

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 Consultant. The final invoice must be submitted within 30 days of completion of the stated scope of services.

6. INSURANCE:

Commercial General Liability:

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

Commercial Automobile Liability:

Where the services to be provided under this Contract involve or require the use of any type of vehicle by Consultant, Consultant 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 Consultant 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 Consultant has

employees, a copy of the certificate evidencing such insurance, a letter of self-insurance, or a copy of the Certificate of Consent to Self-Insure shall be provided to District prior to commencement of work.

Errors and Omissions, Professional Liability or Malpractice Insurance.

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

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

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

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

7. ANTI DISCRIMINATION AND ANTI HARASSMENT:

Consultant and/or any subConsultant shall not unlawfully discriminate against or harass any individual including, but not limited to, any employee or volunteer of the District and the County of Marin based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Consultant and/or any subConsultant understands and agrees that Consultant and/or any subConsultant 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 Consultant 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 Consultant hires a subConsultant under this Contract, Consultant shall require subConsultant to provide and maintain insurance coverage(s) identical to what is required of Consultant under this Contract and shall require subConsultant to name Consultant, District, and County of Marin as an additional insured under this Contract for general liability. It shall be Consultant's responsibility to collect and maintain current evidence of insurance provided by its subConsultants and shall forward to the District evidence of same.

9. ASSIGNMENT:

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

10. LICENSING AND PERMITS:

The Consultant shall maintain the appropriate licenses throughout the life of this Contract. Consultant 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:

Consultant 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, Consultant 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. Consultant 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 Consultant who participated in this Contract in any way. Any audit may be conducted on Consultant's premises or, at District's option, Consultant shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from District. Consultant shall refund any monies erroneously charged.

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

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

To the extent 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 Consultant 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 Consultant 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 Consultant 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 Consultant, the Consultant shall be paid for services performed to the date of termination in accordance with the terms of this Contract so long as proof of required insurance is provided for the periods covered in the Contract or Amendment(s).

14. APPROPRIATIONS:

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

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

15. RELATIONSHIP BETWEEN THE PARTIES:

It is expressly understood that in the performance of the services herein, the Consultant, and the agents and employees thereof, shall act in an independent capacity and as an independent Consultant and not as officers, employees or agents of the District. Consultant 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 Consultant shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to District, as is evidenced in writing.

18. JURISDICTION AND VENUE:

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

19. INDEMNIFICATION:

Consultant 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 Consultant's negligence, recklessness or willful misconduct in the performance of this Contract.

20. COMPLIANCE WITH APPLICABLE LAWS:

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

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

Exhibit D - Debarment Certification

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

- The certification in this clause is a material representation of fact relied upon by District.
- The Consultant shall provide immediate written notice to District if at any time the Consultant learns that its certification was erroneous or has become erroneous by reason of changed circumstances.
- Consultant certifies that none of its principals, affiliates, agents, representatives or Consultants are excluded, disqualified or ineligible for the award of contracts by any Federal agency and Consultant 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 Consultant 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 subConsultant will provide a debarment certification that includes the debarment clause as noted in preceding bullets above, without modification.

21. NOTICES:

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

Contract
Manager:

Dept./Location: Department of Public Works
P. O. Box 4186
San Rafael, CA 94913-4186

Telephone No.:

Notices shall be given to Consultant at the following address:

Consultant:

Address:

Telephone
No.:

22. ACKNOWLEDGEMENT OF EXHIBITS

Check applicable Exhibits

**CONSULTANT'S
INITIALS**

EXHIBIT A.

☐	Scope of Services	
☐	Fees and Payment	
☐	Insurance Reduction/Waiver	
☐	Consultant's Debarment Certification	
☐	SubConsultant's Debarment Certification	
☐	Federal Provisions Exhibit / Attachment 1	
☐		
☐		

EXHIBIT B.

EXHIBIT C.

EXHIBIT D.

EXHIBIT E.

EXHIBIT F.

EXHIBIT .

EXHIBIT .

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

CONSULTANT:

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

By: _____
Name: _____
Title: _____

By: _____

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

District Counsel: _____ **Date:** _____

EXHIBIT "A"
SCOPE OF SERVICES (required)

EXHIBIT "B"
FEES AND PAYMENT SCHEDULE (required)

Attachment 2
Requirements for Contractors

MARIN COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT REQUIREMENTS FOR CONTRACTORS

The County of Marin is committed to developing and supporting diverse, equitable, and inclusive values within all aspects of its operations. By conducting business for or with the County, you are representing your commitment to rejecting inequities in employment, services, and practices by ensuring fair and equitable treatment for all.

1. LICENSES

All Contractors and their Subcontractors shall be licensed at the time of the bid date by the Contractors State License Board of the State of California to perform the work, if such work lawfully requires such licensing.

2. TAXES

Contractors shall calculate payment for all sales, unemployment, old age pension and other taxes imposed by local, city, state or federal law, and shall include such expenses in the total amount bid.

3. CONTRACTOR REGISTRATION WITH CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS

A contractor or subcontractor may not be qualified to bid on or be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)).

No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

Contractor must comply with all applicable California Labor Code provisions and related regulations, including, but not limited to the following: Labor Code Sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815; Title 8, Division 1, Chapter 8, Subchapter 4.5 of the California Code of Regulations (8 CCR 16451 et seq.).

This project is subject to the requirements of Division 2, Part 7, Chapter 1 of the Labor Code, as well as the obligation to furnish certified payroll records directly to the Labor Commissioner in accordance with 8 CCR 16461. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

_____ If initialed by Marin County Flood Control & Water Conservation District (the “District”) representative, the above paragraph has been determined by the District to be inapplicable on the basis that the services to be provided under this contract do not require registration with the California Department of Industrial Relations pursuant to Labor Code Section 1771.1(a). It is the Contractor’s responsibility to correct this determination if it believes the conclusion to be inaccurate.

4. PAYING OF PREVAILING WAGE RATES

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates for Marin County where the work is to be done have been determined by the Director of the California Department of Industrial Relations. The General Prevailing Wage Rates are available at the Department of Public Works and are also available at the State of California Division of Labor Statistics and research web site at <http://www.dir.ca.gov/DLSR/PWD/index.htm>. Said rates are based on an eight (8) hour day, forty (40) hour week, except as otherwise noted and currently in effect. Existing agreements between the Building Trades and Construction Industry groups relate to wages, overtime, holidays and other special provisions shall be strictly observed. In compliance with the provisions of Section 1776 of the Labor Code of the State of California, as amended the Contractor and each of their Subcontractors shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice or worker employed by them in connection with the project. Said records shall be available for inspection at all reasonable hours, and copies

shall be made available to the employee or their authorized representative, the State Division of Labor Standards Enforcement, the State Division of Apprenticeship Standards, and the County.

The contractor or subcontractor shall, as a penalty to the Flood Control & Water Conservation District, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation Labor Code Section 1813 et seq.

Prevailing wages must be paid on Public Work projects, in most instances, if the cost exceeds \$1,000 (labor or labor & materials) and involves, but is not limited to: Construction, alteration, demolition, installation, repair work, maintenance and installation of modular furniture.

For additional information please visit the Department of Industrial Relations at <http://dir.ca.gov>

5. INDEMNIFICATION

To the maximum extent allowed by law and consistent with Civil Code Section 2782, Contractor shall effectively defend, indemnify, and hold harmless the County of Marin ("County") and District, their officers, agents, and employees, from any liability as a consequence of any willful act or negligent act or omission by the Contractor, any of the Contractor's employees or agents, or any subcontractor, and shall be responsible for any and all damage, injury, or death to persons, or damage to property. Contractor shall indemnify, defend and hold harmless County and District, their officers, agents, and employees from any and all claims, suits, actions, costs, and liability ensuing in connection with the performance of the contract, or failure to protect the safety of workers or the general public. The duty to defend shall include, but is not limited to, the payment of court costs, expert witness fees, and attorney's fees (whether or not handled "in-house" by the County) and shall further include attorney's fees for separate counsel if there exists an actual or potential conflict between County or District and Contractor.

Consistent with Civil Code Section 2782, this provision does not impose upon Contractor liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage or expense arising from the sole negligence, or willful misconduct of the County or District or their agents, servants, or independent contractors who are directly responsible to the County or District, or for defects in design furnished by those persons. In addition, consistent with Civil Code Section 2782, this provision neither imposes upon Contractor, nor relieves County or District of, liability arising from the active negligence of the County or District.

6. INSURANCE

The Contractor shall maintain a commercial general liability insurance policy in the amount of **one million dollars (\$1,000,000.00)**. If the policy has an annual aggregate, the limit of the annual aggregate must be at least twice the occurrence limit. 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 \$1,000,000.00. Said policies shall remain in force through the life of this Contract and shall be payable on a "per occurrence" basis only. **The County of Marin and The Marin County Flood Control & Water Conservation District** shall both 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 County or District prior to commencement of work.

X **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.**

Nothing herein shall be construed as a limitation of Contractor's liability, and 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, 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. WORKERS' COMPENSATION

The Contractor acknowledges that it is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and it certifies that it will comply with such provisions before commencing the performance of the work of this Contract. If Contractor has employees, a copy of the certificates evidencing such insurance shall be provided to County or District prior to commencement of work.

Workers' Compensation insurance as required by the State of California and Employers Liability Insurance with limit of \$1,000,000. If any work shall be performed on, in, or under a body of water and governed by U.S. Longshoremen's and Harbor Workers Compensation Act, the Jones Act or under laws, regulations or statutes applicable to maritime employees, coverage shall be included for such injuries or claims. Contractor is responsible for determining if there is an exposure to such an injury and agrees to indemnify the County and District for all claims arising out of such an injury.

X By initialing in the space provided, Contractor warrants that no employees will be used in providing the services under this Contract.

8. NONDISCRIMINATORY EMPLOYMENT

Contractor and/or any permitted subcontractor shall not unlawfully discriminate against any individual based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person. Contractor and/or any permitted subcontractor understands and agrees that Contractor and/or any permitted subcontractor is bound by and will comply with the nondiscrimination mandates of all Federal, State, and local statutes, regulations and ordinances.

9. INTEGRATED PEST MANAGEMENT (IPM)

The Contractor shall strictly adhere to the guidelines established in the County of Marin's IPM Ordinance and Policy, approved by the Board of Supervisors on July 21, 2009. All pesticide applications, regardless of material used, must be approved by the IPM Coordinator prior to use at any facility covered by the contract. Material for weed eradication and pest control shall be only those listed in the County of Marin's approved list and categories III and IV herbicides, non-corrosive, non-staining, and shall not leave a flammable residue. Pesticides shall be Environmental Protection Agency and California Department of Agriculture approved and used in strict accordance with manufacturer's label, recommendations, Federal, State, and local laws. All requests for application must be submitted to the IPM Coordinator four (4) calendar days prior to posting (described below). Requests must include a map of the area, material requested to be used and dates of application requested. All applications must be approved by the IPM Coordinator in writing and applicators must have a signed Pest Control Recommendation before application. All information regarding approved applications will be posted to the County of Marin IPM website. Four (4) calendar days prior to any pesticide application, any area to receive a pesticide application shall be posted to notify the public except those areas specifically noted in the Ordinance. Chemical application must use least toxic methods and be used as the last resort and only with written approval. Failure to comply with the Marin County IPM Ordinance & Policy may result in fines of up to \$200.00 per incident and/or contract termination. The IPM policy and Ordinance is available at the following website: <https://www.parks.marincounty.org/projectsplans/ipm>

List of Materials

Within thirty (30) calendar days after award, Contractor shall furnish to the IPM Coordinator for approval a list of fertilizers, herbicides, insecticides, and other chemicals that the Contractor proposes to use at each work site. Contractor shall also furnish a sample label and a MSDS for each product. Only County approved materials may be used.

Records

Contractor is required to maintain records of pest control activities. Contractor shall submit reports on a monthly basis to the IPM Coordinator if fertilizers, herbicides, insecticides, and other chemicals were used at the work site. Reports are to include the date, name of the pest, the site/location the work was done, name of technician performing the work, and corrective action taken. If a pesticide was used, the product name, the amount applied, and the area treated must also be reported.

10. STORMWATER POLLUTION PREVENTION

In performing or delivering services at County and/or at Marin County Flood Control & Water Conservation District-owned, leased or managed property, or in performance of services and activities on behalf of County regardless of location, the Contractor shall implement any and all applicable Best Management Practices (BMPs) designed to prevent and reduce stormwater pollution in a manner pursuant to and consistent with the County's Stormwater Runoff Pollution Prevention ordinance (Chapter 23.18) and the Phase II Small Municipal Separate Storm Sewer System (MS4) National Pollutant Discharge Elimination System (NPDES) Permit, Water Quality Order No. 2013-0001-DWQ, General Permit No. CAS000004 and subsequent revisions and amendments thereto.

Guidance on current Best Management Practices is available from the Marin County Stormwater Pollution Prevention Program (MCSTOPPP) through two documents: 1) "Minimum Control Measures for Small Construction Projects"; and 2) the "Municipal Field Operations and Maintenance Activities Best Management Practices Guidelines" handbook. Both documents are available upon request from Marin County Public Works, room 304 of the Marin County Civic Center or electronically on the MCSTOPPP website:

Minimum Control Measures for Small Construction Projects:

<https://mcstoppp.org/wp-content/uploads/2020/09/esc-measures-for-small-construction-projects.pdf>

Municipal Field O&M Activities BMP Guidelines: https://mcstoppp.org/e11h_field-om-bmps-handbook/

Under E.11 Pollution Prevention and Good Housekeeping (E.11.g and h).

11. LAWS GOVERNING WORK PERFORMED BY CONTRACTOR

The contractor shall comply with all applicable federal, state and local laws, rules, regulations, and ordinances. These laws include, but are not limited to, bird and nesting laws such as the Federal Migratory Bird Treaty Act of 1918, the California Department of Fish and Wildlife codes 3503, 3503.5, 3513, and Marin County Code 23.16.010 for Pacheco Pond. Contractor is required to be familiar with and in compliance with all bird nesting buffer areas and breeding dates when work may negatively impact birds and nesting areas.

The parties stipulate that this agreement was entered into in the County of Marin, City of San Rafael, in the State of California. The parties further stipulate that the County of Marin, City of San Rafael is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.

12. CANCELLATION OF CONTRACT

Without CAUSE, the County of Marin may cancel this contract at any time with 30 days written notice to the supplier/contractor. **With** CAUSE, the County of Marin may cancel this contract at any time with five (5) days written notice to the Proposer. Cancellation for cause shall be at the discretion of the County of Marin and shall be, but is not limited to, failure to supply the materials, equipment or service specified within the time allowed or within the terms, conditions or provisions of this contract. The Successful Proposer may not cancel this contract without prior written consent of the County of Marin Purchasing Agent.

13. TERMINATION FOR CONVENIENCE

The County reserves the right to terminate the contract at any time, for the convenience of the County of Marin, without penalty or recourse, by giving written notice to the Contractor at least 30 calendar days prior to the effective date of such termination. The Contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the County pursuant to the contract prior to the effective date of termination. Termination compensation cannot exceed the monthly service fee, and the termination nullifies the remaining months of the contract.

1. Termination for lack of funding: The County reserves the right to terminate any contract in any user agency if said agency loses funding during the term of the contract.
2. Termination for non-performance: The County may terminate the contract in whole or in part if delivery or performance is repeatedly unsatisfactory. Unsatisfactory performance includes but is not limited to:

14. DEBARMENT AND SUSPENSION CERTIFICATION

The Contractor under Title 49, Code of Federal Regulation, Part 29, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, and 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.

15. GENUINE BID

The Undersigned hereby certifies that this bid is genuine and not sham or collusive, or made in the interest or on behalf of any person or business not herein named, and that Contractor has not directly or indirectly induced or solicited any other bidder to furnish a sham bid, or any other person or business to refrain from bidding, and that Contractor has not in any manner sought by collusion to secure an advantage over any other bidder.

Contractor has read and understands the foregoing and agrees to be bound by all of the foregoing terms and conditions.

Contractor (Firm Name)

Authorized Signature

Date

DIR Registration Number

Expiration Date

Attachment 3

Geospatial Data Contract Deliverables Guidelines

**GEOSPATIAL DATA CONTRACT DELIVERABLES GUIDELINES
MARIN COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
(updated 01/19/2022)**

1. PURPOSE and SCOPE

The Marin County Flood Control and Water Conservation District (District) strives to improve service delivery, increase efficiencies, and standardize and centralize data. Setting forth the District's expectations for geospatial data delivery will help us achieve these goals.

This document provides guidance to consultants, contractors, partners, and any others who provide geospatial data to District projects, programs, or staff. It provides guidance on recommended formats and associated documentation for delivering geospatial data and related information. This document is intended as general guidance; individual projects may require modifications or enhancements to these guidelines. District project managers and consultants are encouraged to work together to set and manage expectations for geospatial data deliverables.

2. OVERVIEW

There are several ways to represent geospatial data, including vector data (points, lines, polygons), rasters/images, and tabular data with spatial coordinates. Appropriate representations will vary depending on the type of data and the scope and goals of the contract or project. Data formats should be clearly stipulated and agreed upon among contractors or partners and the District. Questions about data representation and format should be addressed and resolved in consultation with the project manager and GIS data specialist prior to data collection, assembly, and processing.

The District uses Esri ArcGIS software and Autodesk AutoCAD (computer aided design) software. Data deliverables in formats compatible with these are preferred. Recommended data formats are specified in Item 3 below.

All geospatial files submitted to the District must include spatial reference information that identifies the coordinate system/projection, datum, and units of measure. Recommended and required spatial reference parameters are specified in Item 4 below.

All data submitted to the District must be accompanied by associated metadata that provides all necessary information for understanding the submittal, as described in Item 5 below.

3. RECOMMENDED GEOSPATIAL DATA FILE FORMATS

The following data file formats are recommended:

Vector Data

- Esri File Geodatabase (.gdb)
- Shapefile (.shp)
- AutoDesk AutoCAD drawing files (.dwg)

Raster Data/Aerial Imagery

- Esri File Geodatabase Raster (.gdb)
- TIFF image as a GeoTIFF or with world reference file (.tif, .tiff)
- JPEG image with world reference file (.jpg, .jpw)

LiDAR Point Cloud Data

- LAS file (.las)
- LAS dataset (.lasd)

Tabular Data

- Microsoft Excel (.xlsx)
- Tab or comma-delimited text files (.txt, .csv)

Map Deliverable

- Esri ArcMap Document (.mxd)
- Esri ArcMap Package (.mpk)
- Esri ArcGIS Pro Project (.aprx)
- Esri ArcGIS Pro Project Package (.ppkx)

Other data formats may be acceptable under some circumstances but should be Esri supported file formats ([ArcGIS supported data formats](#); [ArcGIS supported raster and image formats](#)). Consultants should check with the project manager and GIS data specialist whether other formats can be accepted.

Simple attribute data should be included as part of the ArcGIS attribute table. Complex attributes should be delivered in a well-structured relational Esri file geodatabase. Spatial features and database records must share a common field with identifier that relates the spatial feature to the table record. Associated tabular data files may be provided to connect geospatial feature locations with additional attribute information; primary and foreign keys to create the data connection must be clearly identified and documented. (Note: It is not acceptable to link geospatial features to tables using ObjectID.)

CAD drawing files should include meaningful and interpretable layer names; otherwise, a key to layer names should accompany the data. It may be necessary to deliver certain CAD data files in two versions: one complete to be read by AutoCAD, and one to be read by Esri

GIS software, in which non-geographic elements such as drawing borders, title blocks, north arrows, and detail drawings are not included.

LiDAR LAS files should include point classification as defined by the American Society for Photogrammetry and Remote Sensing (ASPRS) standards ([ASPRS LAS file format](#)).

For maps created in GIS, the GIS project files should be delivered as Esri ArcMap Package (.mpk) or Esri ArcGIS Pro Project Package (.aprx) files, which include map(s) with the symbology and layout(s) used in the final map(s) along with copies of all the spatial data in the map included. Raster data/aerial imagery with large file size can cause issues with map packaging and should not be embedded in ArcMap Packages / ArcGIS Pro Project Packages. Instead, include raster data/aerial imagery files in a separate directory and provide information to link these files to the map document / project after extraction. Esri ArcMap documents (.mxd) or ArcGIS Pro projects (.aprx) with spatial data in a stand-alone directory structure may also be delivered. Map documents / projects must use relative paths and must not use printer-specific page settings.

Maps for display (i.e. PDF, JPEG, PowerPoint, or hard copy) should accompany map deliverables as reference documents, but they are not considered geospatial data deliverables.

4. SPATIAL REFERENCE REQUIREMENTS

All electronic geospatial data must have a spatial reference defined and embedded in, or associated with, the data file. If not readable by Esri software, it must be listed in a document with complete spatial reference information (coordinate system/projection, parameters, and datum). If elevation data is included, vertical datum and unit of measure must be specified. In the case of CAD data, the spatial reference must be a commonly used regional or national coordinate system. CAD data that is in page space or a custom site-specific coordinate system is not acceptable.

The preferred horizontal coordinate system for vector data is:

Projection: California State Plane, Zone III
Datum: North American Datum 1983 HARN
Units: Foot_US (i.e. "survey foot")
(WKID: 2872 Authority: EPSG)

Raster data including aerial photography may be submitted in their native projection/coordinate system.

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

If spatial coordinate information is provided in tabular format, at a minimum it should include the attribute fields below, along with complete spatial reference information.

- ID – a unique identifier given to each feature
- Y coordinate (if Latitude, in decimal degrees with 6 significant digits)
- X coordinate (if Longitude, in decimal degrees with 6 significant digits)

5. METADATA REQUIREMENTS

All data submitted must be accompanied by associated metadata that provides all necessary information for understanding the submittal. The District strongly encourages preparation of metadata using Esri ArcCatalog or ArcGIS Pro, or in a format that can be easily imported into ESRI software. The metadata should be located in the same directory as the data file, share the same naming prefix and, when appropriate, be embedded with or attached to the data. For any data files that do not support ESRI metadata, provide relevant information in an associated and clearly identified document file such as Microsoft Word, text file, or similar document.

A metadata document describing the entire dataset should accompany the submittal and at a minimum include:

- List of each file contained in the submittal
- Narrative description of the contents of the dataset, including all spatial data, related tables, and map deliverables
- Version and date of the submittal
- Information on sensitive data issues (if any)
- A short description of data themes (limited to one to two sentences for each theme)
- Linking fields (to documents, digital photographs, web content, etc.)
- Description of QA/QC procedures used to assess the data including measures of spatial accuracy and precision

Metadata for each individual data file should at a minimum include:

- Narrative description (Abstract), with source of input data, collection methods, equipment used, and appropriate scale for use
- Process information including how and when the data were collected, assembled, and/or updated and by whom, equipment and methods used, and any other relevant information
- Complete descriptions of all codes and all other information in the attribute fields
- Contact information for person who collected and/or prepared the geospatial data
- 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.

6. FILE NAMING CONVENTIONS

Clear, short, and descriptive file and attribute 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. (Note: Long file and path names of more than 128 characters may not allow backup onto computer or external hard drives.) File names must be unique, complete, and interpretable outside of the file structure.

7. DATA DELIVERY

Data submittals should be delivered via electronic data transfer (e.g. email attachment, file sharing site, etc.), or physical storage device (e.g. USB Flash Drive or external hard drive). The choice of delivery method should be based on the total file size of the submittal. Physical storage device delivery should be used if digital transfer is not feasible due to file size and/or upload-download time.

8. REFERENCES

EPA Geospatial Advisory Committee. (2020-09-15). *National Geospatial Deliverable Standard*. U.S. Environmental Protection Agency. Retrieved 2022-01-11 from <https://www.epa.gov/sites/default/files/2020-10/documents/nationalgeospatialdeliverablestandard.pdf>

County of Marin Department of Public Works, Water Resources Division. (2019-05-09). *DPW_ GUIDELINES FOR SUPPLYING GIS DELIVERABLES.pdf*.

Attachment 4

A-E Contractor Statement of Technical Review

A-E CONTRACTOR STATEMENT OF TECHNICAL REVIEW

The District's A-E Contractor _____ (*insert company name*) has completed the _____ (*insert deliverable/type of product*) of _____ (*project name and location*). Notice is hereby given that a technical review, that is appropriate to the level of risk and complexity inherent in the project, has been conducted. During the technical review, compliance with the A-E Contractor's scope of services, established policy principles and procedures, utilizing justified and valid assumptions, was verified. This included review of: assumptions; methods, procedures, and material used in analyses; alternatives evaluated; the appropriateness of data used and level obtained; and reasonableness of the result, including whether the product meets the District's needs consistent with law and existing County of Marin and District policy.

The technical review was accomplished by _____ (*insert name of technical reviewer*). All comments resulting from review have been resolved.

(Signature)
Technical Reviewer

(Date)

(Signature)
Project Manager

(Date)