REQUEST FOR QUALIFICATIONS

PRELIMINARY ENGINEERING AND DESIGN SERVICES

FOR

MEMORIAL PARK DETENTION BASIN PROJECT

APRIL 2015

Submit qualifications to:

Sean Condry,
Public Works Director
Town of San Anselmo
525 San Anselmo Avenue
San Anselmo, CA 94960

SUBMITTALS DUE BY: NOON Tuesday, May 12, 2015
Contents

Statement of Qualifications Requirements ................................................................................................................. 1
1. Schedule ......................................................................................................................................................... 1
2. SOQ Requirements ........................................................................................................................................ 2
3. SOQ Contact .................................................................................................................................................. 2
4. SOQ Binding .................................................................................................................................................. 2
5. SOQ Contents ............................................................................................................................................... 2
6. Site Tour ....................................................................................................................................................... 4
7. Information to Be Provided By the Town ........................................................................................................ 4
8. Work To Be Performed by the Town ............................................................................................................. 4
9. Acceptance of Town’s Standard Professional Services Agreement and Insurance Requirements .............. 4
10. Other Instructions ........................................................................................................................................ 4
11. Project Organization Chart ......................................................................................................................... 5

Background ................................................................................................................................................................. 7

Draft Scope of Work .................................................................................................................................................. 9

General Conditions Governing the Procurement ........................................................................................................ 14
1. Contract Award .............................................................................................................................................. 14
2. Addendums and Interpretations .................................................................................................................... 14
3. Submittal Response Evaluation .................................................................................................................... 14
5. Late Submittals ............................................................................................................................................... 16
6. Prime Consultant Responsibility ................................................................................................................ 16
7. Sub-consultants ........................................................................................................................................... 16
8. Amended SOQs ............................................................................................................................................ 16
9. Respondent’s Rights to Withdraw SOQ ....................................................................................................... 16
10. No Obligation ............................................................................................................................................. 17
11. Sufficient Appropriation ............................................................................................................................. 17
12. Future Memorandum of Agreement (MOA) with Marin County Flood Control and Water Conservation District, Flood Zone 9 (District) and future Ross Valley Flood Reduction Study ................................................. 17
13. Governing Law ............................................................................................................................................ 17
14. Basis for SOQ Preparation ........................................................................................................................ 17
15. Respondent Qualifications ........................................................................................................................ 17
16. Change in Consultant Representatives ....................................................................................................... 17
17. Right to Publish ........................................................................................................................................... 17
<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>18. Confidentiality</td>
<td>17</td>
</tr>
<tr>
<td>19. Ownership of SOQs</td>
<td>17</td>
</tr>
<tr>
<td>20. No Waiver</td>
<td>18</td>
</tr>
<tr>
<td>21. Basis for Disqualification</td>
<td>18</td>
</tr>
<tr>
<td>22. California Public Records Act</td>
<td>18</td>
</tr>
<tr>
<td>23. Cost of SOQ and Oral Interview</td>
<td>18</td>
</tr>
<tr>
<td>24. California Labor Code Requirements</td>
<td>18</td>
</tr>
<tr>
<td>25. Disadvantage Business Enterprise (DBE) Requirements</td>
<td>18</td>
</tr>
<tr>
<td>26. Questions</td>
<td>18</td>
</tr>
</tbody>
</table>

Appendix A .................................................................................................................. 19

- Figure 1 – Regional Map Showing Project Location .................................................. 19
- Figure 2 – Facility Layout ....................................................................................... 19

Appendix B .................................................................................................................... 22

- DWR GRANT AGREEMENT ............................................................................................. 22

Appendix C ..................................................................................................................... 23

- SAMPLE PROFESSIONAL SERVICES AGREEMENT ............................................................ 23

Appendix D ..................................................................................................................... 31

- Prevailing Wage Rates .............................................................................................. 31
Request for Qualifications (RFQ)

The Memorial Park Detention Basin Project is anticipated to be an important component of the greater Ross Valley Flood Protection and Watershed Management Program ("the Program"). The Program goal is to substantially reduce the flood hazard in Ross Valley. Specific objectives of the Program include providing a 100-year level of flood protection throughout Ross Valley; improving riparian and aquatic habitat, particularly to aid in the recovery of special-status anadromous salmonids; and enhancing access to and public enjoyment of the creek.

A Capital Improvement Plan provides the conceptual framework for the Program and the Memorial Park Detention Basin Project. The Memorial Park Detention Basin Project, as currently defined, is a reconfiguration of the Town of San Anselmo’s Memorial Park into a dual-use detention basin capable of holding water from Sorich Creek during periods of threat of downstream flooding. The Memorial Park Detention Basin Project includes installation of stormwater treatment devices and creates a subsurface drainage structure to collect groundwater that will be used for non-potable uses at the park. Finally, the Memorial Park Detention Basin Project will restore a creek that flows through the park, and rehabilitate the existing recreational features of the park. A regional map showing the Memorial Park Detention Basin Project location and a conceptual facility layout are provided in Appendix A.

The State of California has awarded a grant to San Anselmo for the implementation of the Memorial Park Detention Basin Project including preparation of planning, design, engineering, and environmental documents and construction. Funds associated with the grant are provided under the Disaster Preparedness and Flood Prevention Bond Act of 2006. There is a local funding match requirement of 50% of the total project cost. Local match funds are anticipated to come from the Marin County Flood Control and Water Conservation District through the Ross Valley Flood Protection and Flood Protection and Watershed Management Program as well as from other sources that have not yet been identified.

San Anselmo ("the Town"), partnering with Marin County Flood Control and Water Conservation District ("the District"), is requesting submittal of a Statement of Qualifications (SOQ) by experienced consultants to conduct preliminary engineering, prepare alternative design concepts, support environmental studies prepared by others and support preparation of documentation prepared by others under the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA), and prepare design plans, specifications and estimates (PS&E) for the Memorial Park Detention Basin Project. All requirements for the SOQ are given below.

Statement of Qualifications Requirements

1. **Schedule**
   - RFQ Release Date – April 14, 2015
   - Pre-SOQ Meeting and Site Tour – April 28, 2015
   - Last day to submit questions May 1, 2015
   - SOQ Submittal Due – May 12, 2015
   - Notice of Short List for Interviews – May 26, 2015
   - Oral Interviews - June 3, 2015
   - Selection of top ranked respondent – June 5, 2015
   - Finalize contract with top ranked respondent – July 3, 2015
2. **SOQ Requirements** - The submittal deadline for the SOQ is **12:00 PM on May 12, 2015**

The Town must receive the firm’s SOQ prior to this deadline for the firm to be considered. Firms must submit five (5) hard copies of their SOQ to the attention of the Town’s Project Manager as indicated below by the published deadline. An electronic copy also must be submitted on CD or DVD.

Selection will be based on contents of the SOQ and the oral interview. The contract will be structured to include successive task orders. The scope of work for the first task order will be finalized after the selection is made and a fee for the first task order will be negotiated at that time.

3. **SOQ Contact** - Please send your SOQ and all attachments to the attention of:

Sean Condry, P.E.
Public Works Director
Town of San Anselmo
525 San Anselmo Avenue
San Anselmo, CA 94960

4. **SOQ Binding** – SOQs shall be bound using a spiral binding and plastic cover, a 3-ring binder, or equivalent.

5. **SOQ Contents** - SOQs shall contain the following specific information:

a. **Cover Letter (limit 2 pages)**- The cover letter shall provide a summary of the products and services to be provided by your firm based on the Draft Scope of Work described herein. The cover letter must be signed by an authorized officer or employee of the firm who has authority to negotiate and contractually bind the firm. The title of the authorized officer or employee, her/his name, address, e-mail, and phone and fax numbers must be included. The Town intends to correspond only with respondent’s authorized officer or employee for all correspondence regarding this RFQ. Submitting accurate and updated contact information is the responsibility of the respondent.

b. **Executive Summary (limit 2 pages)**- The Executive Summary should describe the SOQ submittal, and explain in general how the SOQ meets the requirements outlined in the RFQ document. The Executive Summary must not include labor rate quotations or technical information. It should be oriented toward non-technical readers and summarize the key elements of the SOQ.

c. **Project Approach (limit 8 pages)**– Describe your firm’s understanding of the Project, your general approach, the challenging issues, and how the firm would address challenging issues relevant to the engineering design.

d. **Review of Draft Scope of Work (limit 6 pages)**– Based on your firm’s knowledge of the Project, review and provide comments on the Draft Scope of Work as outlined in this RFQ. Do you agree that it is complete? Do you believe any tasks to be unclear? In your opinion, can any tasks be combined or eliminated?

e. **Project Management (limit 4 pages)**- Discuss your firm’s approach to project management, including proposed meetings and coordination and communication with the Town staff, District staff, California Department of Water Resources (DWR) staff, and other regulatory
agencies. Also describe your firm’s internal review procedures and quality assurance/quality control (QA/QC) processes, such as methods used to control costs, schedule, project staff, timely delivery of project deliverables, recovery procedures, and methods and procedures to address unexpected changes in scope.

f. **Schedule (limit 3 pages)** – The Town currently is committed to completing the design for the Memorial Park Detention Basin Project by the first quarter of 2016 and completion of construction in 2017. Grant fund deadlines may require the completion of construction as early as August 2017. Provide your firm’s proposed schedule in a simple Gantt chart. Describe methods to accelerate the schedule and any associated risks. Describe any proposed phasing of the work.

In the schedule, please include four (4) weeks of time minimum for the Town to review all draft documents and progress submittals.

g. **Project Team, Organization, and Resumes (limit 8 pages, exclusive of resumes)** – Identify the individual(s) who would be assigned overall responsibility for performing the services required for the Project, including sub-consultants, if needed (i.e., the “Project Team”). Provide a Project Team organizational chart indicating the names, job titles, functional roles and responsibilities of each proposed team member and any sub-consultants. Describe how the responding firm or firms, if submitting a jointly prepared SOQ, is organized to provide the required services.

The SOQ should clearly associate specific staff to work categories, estimate the percentage of time they will be available to the Project, and their qualifications. Submit resumes for each identified individual, including both prime and sub-consultant personnel, and her/his key qualification and experience that makes her/him suited for their proposed assignment on the Project. Every effort should be made to ensure that staff resources identified in the SOQ will be available for the Project in the event an agreement is awarded to your firm.

h. **Labor Rates and Miscellaneous Charges (limit 3 pages)** – The SOQ should describe the labor rates for each individual identified in the Project Team, the anticipated escalation of labor rates throughout the duration of the Project, the timing of the escalations, and the type and amounts of all miscellaneous charges not included in the labor rates.

The Project is subject to California Department of Industrial Relations Prevailing Wage Rate Requirements. See Appendix D for additional information.

i. **Qualifications, Experience, and Client References (limit 12 pages)** - The responding firm shall have a minimum of 10 years’ experience working on similar projects and at least three similar, relevant projects within the past ten years. Describe your firm’s qualifications and provide information on project costs, dates of engagement, project owner, project description, and member(s) of the proposed team, including any sub-consultants that worked on the relevant projects. Identify the Project Team’s experience in working with various regulatory agencies, preparing PS&E documents, assisting with the environmental study and permitting process, and public outreach. Identify the project manager and technical leaders for each project and address her/his experience in planning and managing projects of comparable scope and magnitude and managing multiple sub-consultants (if applicable). In addition, provide at least three similar, relevant projects within the past ten years for each sub-consultant.

For each of the projects listed above, provide a client contact. At least two of these clients should be public entity clients. Provide for each reference a contact person’s name, title, address, phone number and email address. In addition, provide client references for each sub-consultant’s recent relevant experience.
Provide a list of all projects your firm and members of the proposed Project Team have performed for the Town or the District in the past five (5) years, if applicable. If any of the projects listed were performed under a different business name, or through a firm acquired by merger or purchase/accusation, please so indicate.

6. **Site Tour** – A site tour is scheduled for this project as follows:

   10:00 AM on April 28, 2015
   Meet at the Memorial Park parking lot at the end of Veterans Place.
   Town of San Anselmo, CA

7. **Information to Be Provided By the Town** – The Town will provide the Consultant with the following data:
   - Site aerial photography and topographic contours.
   - Historic plans of Memorial Park and appurtenant features.
   - Historic and recent soil boring data.
   - Recent geotechnical reports.
   - Existing data of groundwater levels from monitoring wells located in the park.
   - Results of on-going studies when complete.
   - Program-level public outreach graphics.

8. **Work To Be Performed by the Town** – The Town will perform:
   - Attendance at project meetings and public meetings.
   - Processing of Consultant’s progress payments.
   - Review of Consultant’s deliverables.
   - Payment of permit fees.
   - Management of DWR grant.

9. **Acceptance of Town’s Standard Professional Services Agreement and Insurance Requirements** - Please note that the successful respondent will be expected to execute the Town’s Standard **Professional Services Agreement** and to provide evidence of the required insurance described in the Agreement. The errors and omissions, professional liability, or malpractice insurance described in Section 6 of the Professional Services Agreement shall provide coverage in the amount of at least $1,000,000. In addition, the successful respondent shall agree to meet the insurance requirements contained in the **Agreement** between the Town and District Regarding the Memorial Park Detention Basin Project. A sample **Professional Services Agreement** is attached as part of this RFQ package in Appendix C. The insurance requirements are contained in the sample Agreement. A completed W9 form may also be required. These do not need to be attached to your firm’s SOQ at this time; however, the SOQ cover letter shall include a statement that the prime consultant firm has reviewed the Town’s Standard **Professional Services Agreement** and if selected, will execute said agreement and provide the required insurance documents, including the required additional insured endorsements as specified.

10. **Other Instructions** -

    SOQs shall be valid for a minimum of one hundred fifty (150) days after submittal. The Town anticipates selection of the highest rated consultant by June 5, 2015. Negotiations with the selected consultant are scheduled to be completed by July 3, 2015. The selected consultant is expected to assist the Town in meeting this schedule.
11. *Project Organization Chart*

The selected firm will work with many other agencies and private firms as part of its work. The organizational chart below shows the simplified relationships between the selected firm (shown in red box) and other organizations (for information only). Coordination will be specifically required between the selected firm and the District’s Program Design, Environmental Documentation and Permitting consultant which is expected to perform environmental documentation, permitting and design services for the Program.
MEMORIAL PARK DETENTION BASIN PROJECT
ORGANIZATION CHART

State of California Department of Water Resources

Town of San Anselmo
(Lead Agency)
Project Manager
(Sean Condry)

Marin County Flood Control and Water Conservation District

Preliminary Studies and Planning Services
(Stetson Engineer)

Preliminary Geotechnical Engineering and Testing Services
(Miller Pacific Engineering Group)

Preliminary Engineering and Final Design Services
[To Be Determined]

Environmental Documentation and Permitting Services
[To Be Determined - RFQ Released on 3/17/2015]

Construction Management
[To Be Determined]

Construction Contractor
[To Be Determined]

Program Public Outreach
(Circle Point)

Program Design, Environmental Documentation and Permitting
(CH2M Hill)
**Background**

Funding for Program projects and activities will partially derive from a drainage fee that was approved by voters of Ross Valley in 2007 following the disastrous flood of December 31, 2005 (an approximate 100-year flood). The drainage fee will generate approximately $40 million over the period 2007 to 2027. Marin County Flood Control and Water Conservation District, Flood Zone 9 (the District) administers the Program. The District intends to seek additional sources of funding, such as grants, to supplement the drainage fee in order to implement all Program projects and activities.

The guiding planning document for the Ross Valley Flood Protection and Watershed Management Program (the Program) is the *Ross Valley Flood Protection and Watershed Management Program Capital Improvement Plan Study* (Stetson Engineers, et al, April, 2011). The goals of the Program are:

- Goal #1: Substantially reduce the frequency and severity of flooding (primary goal).
- Goal #2: Substantially restore natural hydrological and ecological functions and processes (secondary goal).
- Goal #3: Enhance opportunities for creek utilization and public enjoyment (secondary goal).

The Capital Improvement Plan Study (CIP Study) identifies five flood detention basins to attenuate peak flood flow and more than 180 in-channel improvements aimed at increasing flood conveyance capacity while simultaneously improving the ecological function of Corte Madera Creek and its tributaries. These detention basins, in-channel capacity improvements, and cyclical dredging of the earthen channel in the tidal reach work together as a system to provide a 100-year flood level of protection to homes and businesses in Ross Valley. The Program is meant to take a multi-benefit approach to project planning. The study can be viewed in its entirety at [http://marinwatersheds.org/documents/CIPStudyReportMay2011.pdf](http://marinwatersheds.org/documents/CIPStudyReportMay2011.pdf).

In 2012, The Town of San Anselmo applied for and was awarded funding for the Project by a Proposition 1E Round 2 Stormwater Flood Management Grant through the State of California Department of Water Resources (DWR). Total funding awarded under the grant cannot exceed $8,720,500 which is estimated at 50% of the total project cost. A copy of the Grant Agreement between the Town and DWR is provided in Appendix B. A copy of the grant application materials is available on the District website at: [http://www.marinwatersheds.org/documents_and_reports/MemParkDB.html](http://www.marinwatersheds.org/documents_and_reports/MemParkDB.html).

Memorial Park, located in San Anselmo along Sorich Creek (a tributary to flood-prone San Anselmo Creek and currently passes through the park in a deeply buried concrete culvert), is owned, managed, and maintained by the Town of San Anselmo. The proposed Memorial Park detention basin is one of the keystones of the Program owing to its sizable attenuation capacity and substantial effect in reducing flood flows delivered to the flood-prone San Anselmo Creek and the downstream Corte Madera Creek.

The original concept plan developed in the CIP study for building the detention basin involves converting the existing eight acre public park into a dual-purpose park and flood control detention basin. The detention basin is formed by an excavated basin bounded along the southern and western sides by concrete wall structures and along the northern and eastern sides by cut slopes. To provide necessary storage capacity for floodwater detention, the park floor will be excavated and lowered by an average of 10 ft. below existing grade. To accommodate the lower park floor, the Town’s Alderney storm drain, Ross Valley Sanitation District’s sewer line, and Marin Municipal Water District’s water transmission line that currently pass beneath the park will be removed and relocated. To provide improved riparian and aquatic habitat as well as public access and recreational opportunities, Sorich Creek, which is now contained in a buried culvert, will be daylighted along its current alignment through the park.

A large, gated outlet culvert (i.e., low-level outlet) will be placed beneath the embankment at the southern end of the basin. This outlet will normally be kept open to allow unimpeded passage of a range of flows (less than 5-year flood peak flow), as well as sediment, woody debris, and wildlife. The
basin will normally be kept empty to allow the park to serve as a public recreational facility. During unusually heavy storms when streamflow monitoring indicates that flooding downstream in downtown San Anselmo is imminent, the gate on the low-level outlet will be closed and water will back-up and begin to fill the basin for floodwater detention. In extreme floods when the basin becomes full (approx. >100-year flood), flow will spill over an internal semi-circular glory hole type spillway and pass on through to the existing culverted reach of Sorich Creek below the detention basin (Note: Sorich Creek joins San Anselmo Creek about 0.5 mile downstream of Memorial Park). When full to the spillway crest, water depths will reach a maximum of 14 feet at the southern end and the basin will inundate 7 acres and detain 79 acre-feet of floodwater.

In order to build the detention basin and allow for continued recreational use as a public park, the public playfield will need to be reconstructed. Tennis and basketball courts will be replaced at their approximate current location. The kids play area will be relocated on site. The historical Log Cabin will be unaffected. Since flood detention operations will occur only during very heavy storms, recreational activities at the site will rarely be affected.

Concomitant with the above-described flood damage reduction facilities are other physical and operational features that are needed to better utilize this valuable, multipurpose public asset in ways that are compatible, and even synergistic, with flood damage reduction functions. An on-site subsurface drainage system will be constructed to keep the new playfield drier for public recreation during the wet season. A groundwater collection system will be installed to provide a reliable and self-sustaining water supply for irrigating the rehabilitated park and, in turn, reduce dependency on the water supplies from the local retail purveyor, Marin Municipal Water District (MMWD). A trash rack and storm water quality improvement device will be installed at the inlet of the replaced and rerouted Alderney storm drain to improve stormwater quality. The daylighted Sorich Creek will be vegetated to restore the creek ecosystem and improve stormwater quality and enhance the aesthetics of the creek environment. The park will be rehabilitated to extend wet-weather functionality and provide enhanced recreation and public access.

The Town and District have conducted several initial studies and analysis to support the development of the Project including:

- Performed field topographic surveying to support the project assessment and evaluation
- Performed hydrologic modeling and floodplain mapping for the Memorial Park Detention Basin
- Examined coordinated operations for the proposed dual use of Memorial Park for flood detention and recreation
- Performed an assessment of the condition of the lower Sorich Creek culvert
- Drilled exploratory boreholes and construct monitoring wells to assess subsurface geological conditions at Memorial Park
- Conducted pump tests on existing irrigation well and monitoring wells to assess groundwater conditions at Memorial Park
- Performed a preliminary geotechnical investigation
- Performed an assessment of Memorial Park recreational facilities

The District is currently preparing a Ross Valley Flood Reduction Study at the public's request to re-examine the selection of the detention basin sites within the Program using a selection criteria that is more broad-based than the previous criteria used in the 2011 study. The results of this study are expected to be complete in June 2015.
Draft Scope of Work

The Draft Scope of Work provided below shall be used for the preparation of this SOQ. In the SOQ, each consultant shall provide a written evaluation of the Draft Scope of Work and make recommendations for additional tasks or task orders not discussed below. The Final Scope of Work will be negotiated and finalized on a Task Order basis for each phase of the Project. Engineering and design project phases include the following:

1. Project review, detailed site assessments and evaluation of alternatives
2. Preparation of concept alternatives to support environmental assessment and evaluation performed by others and preparation of documentation for CEQA and NEPA clearance prepared by others.
3. Permitting support
4. Preparing final design plans, specifications and estimates (PS&E)
5. Construction phase support during the bid, award and construction periods

Task 1 – Review of all previous studies related to the Project and Program

Extensive work on hydrology and hydraulics related to the Memorial Park Detention Basin Project and the overall Program has been performed by the Town, the District, and their consultants. These studies form the basis of the conceptual design of the Memorial Park Detention Basin Project and place it in the larger context of the Program. The consultant shall review all the studies. The studies to be reviewed at a minimum are:

Completed Studies:
- HEC-HMS Hydrologic Modeling Analysis of Memorial Park, Stetson Engineers, Nov 2012
- Initial and Supplemental Geotechnical Evaluations of Memorial Park, Miller Pacific Engineering Group
- Aquifer pump test and groundwater level monitoring, San Anselmo Public Works, Jan 2013-present
- Recreation Facility Assessment, Abbey Arnold Associates, Jan 2013

The above studies are available in the Work Plan section of the DWR grant application on the District website:
http://www.marinwatersheds.org/documents_and_reports/MemParkDB.html

and at:
The file is large (50 MB). Please allow time for downloading.
- Cultural Resources Inventory and Evaluation for the Memorial Park Detention Basin Project, GANDA, January 2015 on the Town’s website:

Studies In Progress or To Begin Soon: (under current contract to the District)
- CH2MHill Ross Valley Flood Reduction Study (Anticipated by mid-2015)

Task 2 – Preliminary Engineering and Environmental Assistance

This task includes data gathering and assistance to support the environmental services consultant with assessment and evaluation to: (1) assess the need for and evaluate the efficacy of the Memorial Park Detention Basin Project with regard to flood reduction and recreational improvement; (2) assess
the condition of existing stormwater infrastructure and evaluate the need for improvements; (3) assess subsurface conditions and evaluate the feasibility of the project with regard to geotechnical considerations; (4) develop rules and criteria for dual purpose operation of the detention basin; and (5) develop a Project Monitoring Plan.

As discussed above, the Town and District have completed several activities to support the initial assessment and evaluation of the Project. The remaining activities for this task will include the following work:

- Conduct additional topographic surveys and prepare base maps
- Prepare new project concepts and designs as needed
- Prepare Hydraulic Modeling and Floodplain Mapping Reports
- Perform additional subsurface exploration, laboratory testing, and geotechnical engineering assessment and evaluation to further assess subsurface geological conditions including (1) determining the depth at which historical slide movement has occurred along the eastern side of the park and prepare geotechnical design criteria for a new retaining structure; and (2) developing more precise soil parameters and settlement magnitude and rate estimates for areas adjacent to the southern and western project boundaries
- Prepare Lower Sorich Creek Assessment Report to document the condition of the creek.
- Prepare Memorial Park Recreational Assessment Report
- Initiate consultation with DWR/ Department of Safety of Dams (DSOD) to determine the project-specific field exploratory drilling, testing and geotechnical engineering analyses that will be required. Prepare a geotechnical Work Plan for DSOD review.
- Prepare Project Briefing Memorandum and submit to DWR/DSOD.
- Perform the DWR/DSOD required field exploratory drilling and testing
- Perform the DWR/DSOD required geotechnical engineering analyses
- Conduct a pre-design geotechnical investigation and prepare report
- Preparing alternative design concepts for use in environmental assessment and review by the public.
- Develop a Coordinated Operations Plan (COP) which is mutually acceptable to the Town and District, by establishing the rules and criteria for operating the detention basin in a manner that achieves the park’s new multi-use benefits, particularly joint use for flood detention and public recreation. The COP shall be based on the Operations Plan of Ross Valley Detention Basins (Attachment B to Technical Memorandum No. 2) prepared by Stetson Engineers Inc. dated Jan. 26, 2011. The selected firm shall coordinate with District staff during the preparation of the COP and provide a draft version and a final version of the study with all review comments addressed.
- Develop a Project Monitoring Plan with Project Performance Measures Table conforming to requirements outlined in the Proposition 1E Round 2 Stormwater Flood Management Grants Proposal Solicitation Package, the Project Monitoring Plan should also include baseline conditions, brief discussion of monitoring systems to be used, methodology of monitoring, frequency of monitoring, and location of monitoring points.

**Task 3 - Public Outreach Support**

Through each phase of the project, the selected consultant shall provide support to the Town for communications and meetings with the public and other interested agencies and groups concerning Memorial Park Detention Basin Project development and potential impacts. For purposes of this SOQ, assume the process will include:

- Preparing presentations using standard software such as PowerPoint, making the presentations, and answering questions at meetings of various advisory boards, committees, technical working groups, the Town Council or other entities.
- Providing support to the District’s Program Public Outreach Consultant including attending Program coordination and outreach meetings.
- Coordination with the District’s consultant performing program-level public outreach.
• Coordination with the Town’s consultant performing environmental services and attending public meetings and hearings associated with CEQA review and clearance.

The District has an on-going public outreach effort which has developed branded outreach graphics for the Program. The selected consultant will utilize the program branded graphics for all public outreach materials.

Task 4 – Property Acquisition Support
The work is located on land owned and maintained by the Town. If there is a need for an easement to be granted to the Town to allow for construction of the improvements and post-construction access for Town staff to operate and maintain the flood control components of the project. The selected firm shall prepare the following:
• Conduct right of way research and mapping.
• Obtain title reports for affected parcels.
• Prepare easement legal descriptions and plat maps.

Task 5 – Utility Coordination
Relocation of utility facilities will be required for the anticipated lowering of the park floor and relocation of recreational facilities. The selected firm shall coordinate with affected utility agencies including the Ross Valley Sanitation District, Marin Municipal Water District, Town of San Anselmo and other privately-owned utilities for facilities that need to be removed and relocated. The selected firm shall prepare the following:
• Correspondence with utility agencies for removal, relocation, and/or adjustment of facilities
• Arrange and attend meetings with each utility agency involved
• Document utility coordination efforts and provide information on the plans and specifications for use by the contractor during construction

Task 6 – Preparation of 30% complete, 60% complete, 90% complete (pre-final) and 100% complete (Final) plans, specifications and construction cost estimates for all Project elements
This task consists of preparing design plans and specifications necessary to construct the elements of the projects. Design plans will be prepared at four stages; 30%, 60%, 90% and 100%. The concept (30%) design stage was completed prior to the date of this agreement, but may need to be redone based on the results of the environmental assessment. Preparation of the 60% design will start after completion of the Pre-Design Geotechnical Investigation Report as this report will establish the final design criteria. The 90% and 100% (Final) design will include the design package and contract that will be advertised for award for construction.

The construction standard during the design include: American Society for Testing and Materials (ASTM) and Occupational Safety and Health Administration (OSHA) regulations and industry standard practice.

The design of all elements of the Project will be performed by an engineering consultant-contractor and a geotechnical engineering consultant-contractor, except for design of the recreation element which will be performed by a landscape architect, with review and oversight by the Town.

The activities for this task include:
• Prepare design plans at four stages; 30% (Concept; if required), 60%, 90% (Pre-final), and 100% (Final) design
• Prepare specifications at three stages; 60%, 90% (Pre-final), and 100% (Final) design
• Prepare engineers cost estimate based on the design plans at each stage
• Prepare responses to comments based on design review of the plans by Town and District staff
• Prepare a single design package and contract documents that is suitable for advertisement and bidding by Town staff

Consultant shall prepare, in both paper and electronic format, engineering plans, specifications, and construction cost estimates as indicated above. All design work of the proposed dam measures shall be performed in consultation with and according to the requirements of DSOD. Plans at each level shall be prepared in AutoCAD Civil 3D version 2012 in accordance with District standards and regulatory agency permit requirements. Specifications shall be prepared in Microsoft Word 2010 and conform to the boilerplate standard specifications provided by the County of Marin. Each subsequent submittal shall address the review comments of the previous submittal. The 90% complete plans, specifications, and construction cost estimate shall be complete except for the final review by the review agencies. The 100% complete plans, specifications, and construction cost estimate shall be “bid ready”. Final plans and specifications shall be stamped and signed by a California Registered Civil Engineer. Provide five (5) hard copy sets at each submittal.

Deliverables for each submittal are listed below:

30% (Concept) Design Plans
• Draft drawings with title sheet, all plans, profiles, and sections complete with dimensions.
• Project Concept Design and Cost Memorandum.

60% Complete Submittal
• Draft drawings with title sheet, all plans, profiles, and sections complete with dimensions.
• Temporary and permanent existing utility relocation plans, if applicable.
• Draft specifications (all sections). Town to provide “front end” specifications. A sample specification can be viewed at
  http://www.marinwatersheds.org/
• Estimate of probable construction cost with a 20% contingency.

90% Complete Submittal
• Checklist of corrections made addressing the previous submittal review comments and all other revisions.
• Detailed plans and specifications.
• Estimate of probable construction cost with a 15% contingency.

100% (Final) Submittal
• Checklist of corrections made addressing the previous submittal review comments and all other revisions.
• Final detailed plans and specifications.
• Final estimate of probable construction cost with a 15% contingency.

Task 7 – Permitting Assistance

The Memorial Park Detention Basin Project will be subject to the regulatory permitting authority of federal and state agencies. Coordination for permitting for various environmental permits will be the responsibility of the Town’s consultant for environmental services. The expected permits and the related permitting agencies to be coordinated by the Town’s engineering consultant are:
• Approval of design plans and specifications for dam: Department of Water
• Resources/Division of Safety of Dams (DSOD);
• Well permit : Marin County Department of Environmental Health; and
• Grading Permit, Building Permit, Watercourse Permit: Town of San Anselmo.

The activities for this task may include:
• Prepare permit applications

Deliverables shall include:
• Draft and final permit/permission applications.
• Recommendations for meeting permit/permission requirements.
• Final approved permits/permissions.

Task 8 – Project Management Support
Through each phase of the project, the selected consultant shall provide support to the Town for project management and communications with grantor agencies including DWR and the District. For purposes of this SOQ, assume the process will include:
• Providing support to prepare regular invoices and progress reports for DWR and the District
• Preparing baseline schedules and regular schedule updates
• Preparing Disadvantage Business Enterprise (DBE) goal and tracking forms
• Complying with California Department of Industrial Relations (DIR) wage rate requirements
• Supporting further development of the Scope of Work for environmental and engineering design services
• Identifying potential construction phasing alternatives or bid packages
• Providing support for audits by DWR and the District
• Preparing Draft and Final Project Report to be submitted to DWR and assist with project close out process

Task 9 – Bid Period Services
Support the Town during construction bidding by performing the following tasks:
• Attend Pre-bid Meetings
• Provide written responses to Bidders’ questions or Requests for Information (RFIs)
• Assist with addenda preparation
• Support review of bid proposals
• Support award of the construction contract(s)

Task 10 – Design Services During and After Construction
Support the Town during the construction period by performing the following tasks:
• Attend Pre-construction Meetings
• Review contractor submittals and shop drawings
• Conduct pre-construction biological surveys
• Supply on-site resident biologist
• Assist with change order preparation
• Respond to Contractor’s RFIs
• Prepare Record Drawings based on contractor’s marked-up plans.
General Conditions Governing the Procurement

1. **Contract Award** - The Town intends to award a contract for professional services to the respondent whose SOQ best meets the needs of the Town after analysis of the SOQs in response to this RFQ and other factors deemed to be in the best interest of the Town. The subsequent agreement will be for the tasks described in the Draft Scope of Work, though they may be authorized in multiple task orders. The Town will be the sole judge in determining which SOQ best meets the needs of the Town. The total contract amount (the maximum limit for the sum of all task orders) is $1,312,823.

2. **Addendums and Interpretations** - No oral interpretation of the meaning of any provision in this RFQ will be made to any firm or person. Every request for such interpretation should be in writing and addressed to the Town Project Manager; and, to be given consideration, it must be received no later than the deadline specified in the RFQ Schedule as shown on Page 2. Any additional information, interpretations, and supplemental instructions not included in this RFQ, which the Town finds necessary and relevant to responding to this RFQ, will be submitted to all respondents in the form of an addendum. Addenda will be posted on the Town’s website at http://www.townofsananselmo.org/index.aspx?nid=669 before and up to the response deadline specified in the RFQ Schedule. All addenda issued may be incorporated into the final agreement.

3. **Submittal Response Evaluation** - The Town’s objective is to select a consultant(s) capable of performing high quality services that will assist the Town in achieving its goals at a fair and reasonable price. SOQs for the Project will be reviewed, rated, and ranked by a Consultant Review Board (CRB) based on the Evaluation Criteria presented in Article 4 below. The CRB will be comprised of internal and external stakeholders with expertise in project related work. Based on the CRB’s rankings and the quality and thoroughness of the written SOQs, up to five (5) firms may be invited to participate in an oral interview.

The evaluation of written SOQs will take place within the timeline described in the RFQ schedule. During this time, the Town may, at its option, initiate discussion with respondents who submit responsive or potentially responsive SOQs for the purpose of clarifying aspects of the SOQ, but SOQs may be evaluated without such discussion. Discussions must not be initiated by the respondents to this RFQ.

a. **Selection of Finalists for Oral Interview** – Upon completion of the evaluation of written SOQs, the Town Project Manager will notify all respondents whether they have been selected to continue with the procurement process. Top ranked firms will be invited to interview with the CRB if the firm is interested in pursuing a contract. The Town Project Manager will schedule the time for each respondent’s interview. Interviews will be held, on one day only, in San Anselmo, California at a site specified by the Town in the Finalist Notification Letter. Typically on a project of this complexity, each respondent will be allotted up to sixty (60) minutes, which includes twenty-five (25) minutes for the respondent’s presentation followed by thirty-five (35) minutes for a question and answer period. In compliance with the Americans with Disabilities Act, respondents requiring accommodation for this meeting should notify the Town Project Manager 24 hours prior to the scheduled interview.

b. **Oral Interview(s)** - It is the Town’s intention to interview those firms who best meet the needs of the Town, as identified in the RFQ. It is anticipated that interviews will take place within the time frame delineated in the RFQ Schedule. The CRB may, at its option, request that a respondent clarify any statement in the respondent’s SOQ. The respondents will be responsible for all of their expenses associated with the oral interview.

c. **Selection of Finalist(s) for Negotiations** - The CRB will select and notify the top ranked respondent from both the written SOQ evaluation and subsequent oral interview for contract
negotiations according to the RFQ Schedule on page 4. Only the top-ranked respondent will be invited to participate in the subsequent steps of the procurement.

d. Negotiate Final Contract - The Town intends to finalize a contract with the top-ranked respondent according to the RFQ Schedule on page 4. In the event that mutually agreeable terms cannot be reached with the top-ranked respondent within the time frame specified, the Town reserves the right to terminate negotiations with the top-ranked respondent and conduct contract negotiations with the next ranked respondent without undertaking a new RFQ process.

4. Evaluation Criteria
The evaluation factors the District shall consider in selecting the top ranked firm are as follows:

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<th>Item #</th>
<th>Criteria</th>
<th>Weight</th>
<th>Max. Rating</th>
<th>Max Score</th>
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| 1.     | **Qualifications and Experience of Firm:**  
         *The SOQ clearly provides a description of the firm including similar and relevant type of work performed. The SOQ demonstrates that the firm or a sub-consultant team member has a minimum of 5 years' experience in similar projects (i.e. design of detention basins and parks, CEQA & NEPA compliance, assistance with permit acquisition, public outreach, etc.) and provides a list of representative projects undertaken in the past 10 years, including references. Key personnel and the Project Team to be assigned to the project have the required qualifications, knowledge and experience.* | 2.5 | 10 | 25 |
| 2.     | **Scope of Work, Strategy, and Technical Approach to Project:**  
         *The SOQ clearly demonstrates the firm understands the project and has submitted a sound work plan strategy and sequencing, and technical approach to carry out the tasks effectively.* | 1.5 | 10 | 15 |
| 3.     | **Client References:**  
         *The SOQ provides information on previous projects completed by the firm (including any sub-consultants) for previous clients; client references (including the Town) will be contacted and considered.* | 1.5 | 10 | 15 |
| 4.     | **Expertise and Experience on Division of Safety of Dams (DSOD) Standards:**  
         *The SOQ shows the firm’s knowledge of DSOD standards and guidelines for seismic* | 1.5 | 10 | 15 |
### Project Management Approach, Quality Assurance/Quality Control, and Identification of Key Issues:
The SOQ identifies key project management techniques that will be used to stay on schedule and keep within the budget. The SOQ identifies critical path items and decision points for the project. The SOQ identifies the approach to Quality Assurance/Quality Control.

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### Labor Rates and Schedule:
The SOQ provides labor rates, rate escalations, and a realistic schedule.

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### Conformance with RFQ Guidelines:
SOQ complies with the RFQ guidelines and provides information to evaluate the responding firm's qualifications.

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### Written and Oral Communication Skills

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### TOTAL

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10. **No Obligation** - This RFQ does not obligate the Town to contract for the services defined in this RFQ.

11. **Sufficient Appropriation** - Any contract awarded as a result of the RFQ process may be terminated if sufficient appropriations or authorizations do not exist. The Town's decision as to whether sufficient appropriations and authorizations are available will be accepted by the consultant as final.

12. **Future Memorandum of Agreement (MOA) with Marin County Flood Control and Water Conservation District, Flood Zone 9 (District) and future Ross Valley Flood Reduction Study**— Any contract awarded as a result of the RFQ process may be terminated if the Ross Valley Flood Reduction Study recommends cancellation of the Memorial Park Detention Basin Project and the study is approved by the Flood Zone 9 Advisory Board or if a future MOA with the District to complete the Memorial Park Detention Basin Project is not executed.

13. **Governing Law** - This RFQ and any agreement with respondents that may result shall be governed by the laws of the State of California. Venue for legal action will be the County of Marin.

14. **Basis for SOQ Preparation** - Only information supplied by the Town’s Project Manager in writing or by link in this RFQ and any addenda should be used as the basis for the preparation of respondent's SOQ.

15. **Respondent Qualifications** - To be considered in this selection process, the successful firm should possess significant experience and staffing, either directly or through a sub-consultant, in the areas referenced in this RFQ. The CRB may make such investigations as necessary to determine the ability of the respondent to adhere to the requirements specified within this RFQ. The CRB will reject the SOQ of any respondent who is not a responsible respondent or fails to submit a responsive SOQ as determined solely by the CRB.

16. **Change in Consultant Representatives** - The Town reserves the right to require a change in consultant representative(s) if the assigned representative(s) are not, in the opinion of the Town, meeting its needs adequately.

17. **Right to Publish** - Throughout the duration of this procurement process and contract term, potential respondents, respondents, and consultants must secure from the Town written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the respondent’s SOQ or termination of the contract.

18. **Confidentiality** - Any confidential information provided by the Town to the Consultant and its sub-consultants, including verbal and written reports, recommendations, specifications and data, shall be treated by the Consultant and its sub-consultants as confidential. The Consultant and its sub-consultants shall not disclose or communicate confidential information provided by the Town to a third party or use it in advertising, publicity, propaganda, or in another job or jobs.

Further, each SOQ, including information provided during the Oral Interview, and all accompanying documentation submitted by any Consultant to the Town is confidential until an agreement is awarded by the Town. The Consultant and its sub-consultants shall not disclose or communicate to a third party the information contained in the Consultant’s SOQ and presented during the Oral Interview or use it in advertising, publicity, propaganda, or in another job or jobs until an agreement is awarded by the Town, unless prior written consent is obtained from the Town.

19. **Ownership of SOQs** - All documents timely submitted in response to the RFQ will become the property of the Town.
20. **No Waiver** - The Town’s failure to address errors or omissions in its RFQ will not constitute a waiver of any requirement of this RFQ by the Town.

21. **Basis for Disqualification** - Any false, incomplete or otherwise unresponsive statements, documents or information provided to the Town in connection with a RFQ may be cause for disqualification of the respondent if, in the Town’s judgment, it is material. The Town’s decision to disqualify a respondent will be final.

22. **California Public Records Act** - Although the California Public Records Act (“CPRA”) recognizes that certain confidential trade secret information may be protected from disclosure, the Town may not be in a position to establish that the information submitted in a SOQ is a trade secret. If a third party request is made for information marked “Confidential,” “Trade Secret,” Proprietary,” or any other similar designation, the Town will provide the party submitting such information with reasonable notice to allow the party to seek protection from disclosure by a court of competent jurisdiction.

Generally, each SOQ and all documentation submitted to the Town are not disclosed until the contract is awarded, after which such documents become public records under the CPRA. If a submitting party contends that a portion of the SOQ is confidential even under the CPRA, the party:

1) Must clearly label each document deemed a trade secret,
2) Must actively defend against any request for disclosure of information which the party has determined should not be released, and
3) Must indemnify and hold harmless the Town from any loss, claim or suit, including attorneys’ fees, brought by any person challenging the Town’s refusal to release the documents. The Town will not, under any circumstances, incur any expenses, or be responsible for any damages or losses incurred by a party submitting a SOQ or any other person or entity, because of the release of such information. The Town will not return the original or any copies of the SOQ or other information or documents submitted to the Town as part of this RFQ process.

23. **Cost of SOQ and Oral Interview** – The Town shall have no liability to any respondent for any cost or expense incurred in the preparation of the SOQ, oral interview, or any related work.

24. **California Labor Code Requirements** – All work shall be performed in compliance with all applicable California Labor Code requirements, including prevailing wage provisions. Prevailing wage requirements are included in Appendix D. Prevailing wage information shall be submitted in conformance with the requirements of the Compliance Monitoring Unit (CMU) of the California Division of Labor Standards Enforcement (DLSE).

25. **Disadvantage Business Enterprise (DBE) Requirements** – There is no DBE goal for this work.

26. **Questions** – All questions about this RFQ must be submitted in writing to Sean Condry at scondry@townofsananselmo.org by end of the day on May 1, 2015.
Appendix A

Figure 1 – Regional Map Showing Project Location

Figure 2 – Facility Layout
Figure 1. Regional Map Showing Project Location
REGIONAL MAP SHOWING MEMORIAL PARK DETENTION BASIN PROJECT, MAJOR WATER BODIES, AND THE ARMY CORPS FLOOD CONTROL CHANNEL

FIGURE 2a

MEMORIAL PARK DETENTION BASIN PROJECT, MAJOR WATER BODIES, AND THE ARMY CORPS FLOOD CONTROL CHANNEL
Figure 2. Facility Layout
Appendix B

DWR GRANT AGREEMENT
GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA (DEPARTMENT OF WATER RESOURCES) AND 
Town of San Anselmo 
4600010377
PROPOSITION 1E ROUND 2 STORMWATER FLOOD MANAGEMENT GRANTS 
STORMWATER FLOOD MANAGEMENT GRANTS CALIFORNIA WATER CODE §83002 and PUBLIC 
RESOURCES CODE §5096.827 ET SEQ.

THIS GRANT AGREEMENT is entered into by and between the Department of Water Resources of
the State of California, herein referred to as the "State" and the Town of San Anselmo, a public
agency in the State of California, duly organized, existing, and acting pursuant to the laws thereof,
herein referred to as the "Grantee", which parties do hereby agree as follows:

1. PURPOSE. State shall provide funding from the Disaster Preparedness and Flood Prevention
Bond Act of 2006 to Grantee to assist in financing the "Memorial Park Detention Basin Project"
pursuant to California Water Code §83002 and PUBLIC RESOURCES CODE §5096.827 ET SEQ.

2. TERM OF GRANT AGREEMENT. The term of this Grant Agreement begins on the date this Grant
Agreement is executed by State, and terminates on December 31, 2017, or when all of the
Parties' obligations under this Grant Agreement are fully satisfied, whichever occurs earlier.
Execution date is the date the State signs this Grant Agreement indicated on page 9.

3. TOTAL PROJECT COST. The reasonable cost of the Project is estimated to be $17,441,000.

4. GRANT AMOUNT. The maximum amount payable by the State under this Agreement shall not
exceed $8,720,500.

5. GRANTEE COST SHARE. Grantee agrees to fund the difference between the Total Project Cost,
and the amount specified in Paragraph 4. Cost Share consists of Funding Match and
Additional Cost Share, as documented in Exhibit B (Budget). Additional Cost Share is the
amount necessary to fund the project above the Grant Amount and the Funding Match.
Additional Cost Share will not be reviewed for invoicing purposes; however, the Grantee is
required to maintain all financial records associated with the project in accordance with
Exhibit H (State Audit Document Requirements).

6. FUNDING MATCH. Grantee is required to provide a Funding Match of 50% of the Total Project
Cost. Funding Match is defined as the minimum amount of Grantee Cost Share required, and
cannot include other State funds. The Grantee’s Funding Match is estimated to be $8,720,500.
Grantee’s Funding Match may include in-kind services that are part of Exhibit A, Project Work
Plan, and performed after September 30, 2008.

7. GRANTEE'S RESPONSIBILITY. Grantee and its representatives shall:
   a) Faithfully and expeditiously perform or cause to be performed all project work as described
      in Exhibit A (Work Plan) and in accordance with Project Exhibit B (Budget) and Exhibit C
      (Schedule).
   b) Accept and agree to comply with all terms, provisions, conditions, and written
      commitments of this Grant Agreement, including all incorporated documents, and to fulfill
      all assurances, declarations, representations, and statements made by Grantee in the
      application, documents, amendments, and communications filed in support of its request
      for Disaster Preparedness and Flood Prevention Bond Act of 2006 financing.
   c) Comply with all applicable California laws and regulations.
   d) Implement the Project in accordance with applicable provisions of the law.
   e) Fulfill its obligations under the Grant Agreement, and be responsible for the performance of
      the project.

8. BASIC CONDITIONS. State shall have no obligation to disburse money for project under this
Funding Agreement until Grantee has satisfied the following conditions:
a) Grantee demonstrates the availability of sufficient funds to complete the project, as stated in the Commitment Letter, by submitting the most recent 3 years of audited financial statements.

b) Grantee must demonstrate compliance with the groundwater compliance options set forth on page 15 of the IRWM Program Guidelines, dated August 2012.

c) For the term of this Grant Agreement, Grantee submits timely Quarterly Progress Reports as required by Paragraph 17, "Submission of Reports."

d) Grantee submits deliverables as specified in Paragraph 17 of this Grant Agreement and in Exhibit A.

e) Prior to the commencement of construction or implementation activities, Grantee shall submit the following to the State:
   1) Final plans and specifications certified by a California Registered Civil Engineer as to compliance for the approved project as listed in Exhibit B of this Grant Agreement.
   2) Environmental Documentation
      i) Grantee submits to the State all applicable environmental permits as indicated on the Environmental Information Form to the State.
      ii) Documents that satisfy the CEQA process are received by the State.
      iii) State has completed its CEQA compliance review as a Responsible Agency, and
      iv) Grantee receives written concurrence from the State of Lead Agency’s CEQA document(s) and State notice of verification of environmental permit submittal.

State’s concurrence of Lead Agency’s CEQA documents is fully discretionary and shall constitute a condition precedent to any work (i.e., construction or implementation activities) for which it is required. Once CEQA documentation has been completed, State will consider the environmental documents and decide whether to continue to fund the project or to require changes, alterations or other mitigation. Grantee must also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act by submitting copies of any environmental documents, including environmental impact statements, Finding of No Significant Impact, and mitigation monitoring programs as may be required prior to beginning construction/ implementation.

3) A monitoring plan as required by Paragraph 19, “Project Monitoring Plan Requirements.”

9. DISBURSEMENT OF FUNDS. State will disburse to Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. Any and all money disbursed to Grantee under this Grant Agreement and any and all interest earned by Grantee on such money shall be used solely to pay Eligible Project Costs.

10. ELIGIBLE PROJECT COST. Grantee shall apply State funds received only to eligible Project Costs in accordance with applicable provisions of the law and Exhibit B. Eligible project costs include the reasonable costs of studies, engineering, design, land and easement acquisition, legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reasonable administrative expenses may be included as Total Project Costs and will depend on the complexity of the project preparation, planning, coordination, construction, acquisitions, and implementation. Reimbursable administrative expenses are the necessary costs incidentally but directly related to the project including the portion of overhead and administrative expenses that are directly related to the project included in this Agreement in accordance with the standard accounting practices of the Grantee. Work performed on the project after September 20, 2013 shall be eligible for reimbursement.
Costs that are not eligible for reimbursement with State funds cannot be counted as Funding Match. Costs that are not eligible for reimbursement include, but are not limited to the following items:

a) Costs, other than those noted above, incurred prior to the award date of the Grant.
b) Operation and maintenance costs, including post construction performance and monitoring costs.
c) Purchase of equipment not an integral part of a project.
d) Establishing a reserve fund.
e) Purchase of water supply.
f) Monitoring and assessment costs for efforts required after project construction is complete.
g) Replacement of existing funding sources for ongoing programs.
h) Travel and per diem costs.
i) Support of existing agency requirements and mandates (e.g., punitive regulatory agency requirement).
j) Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies.
k) Payment of principal or interest of existing indebtedness or any interest payments unless the debt is incurred after execution of this Grant Agreement, the State agrees in writing to the eligibility of the costs for reimbursement before the debt is incurred, and the purposes for which the debt is incurred are otherwise eligible costs. However, this will only be allowed as Grantee cost share (i.e., Funding Match).
l) Overhead not directly related to project costs.

11. METHOD OF PAYMENT. After the disbursement requirements in Paragraph 8 "Basic Conditions" are met, State will disburse the whole or portions of State funding to Grantee, following receipt from Grantee via US mail or Express mail delivery of a "wet signature" invoice for costs incurred, including Cost Share, and timely Quarterly Progress Reports as required by Paragraph 17, Submission of Reports. Payment will be made no more frequently than quarterly, in arrears, upon receipt of an invoice bearing the Grant Agreement number. State will notify Grantee, in a timely manner, whenever, upon review of an Invoice, State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to State. Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to State to cure such deficiency (ies). If Grantee fails to submit adequate documentation curing the deficiency (ies), State will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by Grantee shall include the following information:

a) Costs incurred for work performed in implementing the project during the period identified in the particular invoice.
b) Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for the project during the period identified in the particular invoice for the implementation of a project.
c) Invoices shall be submitted on forms provided by State and shall meet the following format requirements:
   1) Invoices must contain the date of the invoice, the time period covered by the invoice, and the total amount due.
   2) Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit B. The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
   3) Sufficient evidence (e.g. receipts, copies of checks, time sheets) as determined by the State must be provided for all costs included in the invoice. Additional Cost Share shall be accounted for separately in the progress reports.
4) Each invoice shall clearly delineate those costs claimed for reimbursement from the
State’s Grant Amount, as depicted in Paragraph 4, and those costs that represent
Grantee’s Funding Match, as applicable, in Paragraph 6.
5) Original signature and date (in ink) of Grantee’s Project Representative as identified in
the resolution.

Submit the original, signed, invoice to the following address:

Mina Danieli
Department of Water Resources
Division of Integrated Regional Water Management
P.O. Box 942836
Sacramento, CA 94236-0001

12. WITHHOLDING OF DISBURSEMENTS BY STATE. If State determines that a project is not being
implemented in accordance with the provisions of this Grant Agreement, or that Grantee has
failed in any other respect to comply with the provisions of this Grant Agreement, and if
Grantee does not remedy any such failure to State’s satisfaction, State may withhold from
Grantee all or any portion of the State funding and take any other action that it deems
necessary to protect its interests. Where a portion of the State funding has been disbursed to
the Grantee and State notifies Grantee of its decision not to release funds that have been
withheld pursuant to Paragraph 13, the portion that has been disbursed shall thereafter be
repaid immediately with interest at the California general obligation bond interest rate at the
time the State notifies the Grantee, as directed by State. State may consider Grantee’s refusal
to repay the requested disbursed amount a contract breach subject to the default provisions
in Paragraph 13, “Default Provisions.” If State notifies Grantee of its decision to withhold the
entire funding amount from Grantee pursuant to this paragraph, this Grant Agreement shall
terminate upon receipt of such notice by Grantee and the State shall no longer be required to
provide funds under this Grant Agreement and the Grant Agreement shall no longer be
binding on either party.

13. DEFAULT PROVISIONS. Grantee will be in default under this Grant Agreement if any of the
following occur:
   a) Substantial breaches of this Grant Agreement, or any supplement or amendment to it, or
      any other agreement between Grantee and State evidencing or securing Grantee’s
      obligations.
   b) Making any false warranty, representation, or statement with respect to this Grant
      Agreement or the application filed to obtain this Grant Agreement.
   c) Failure to operate or maintain project in accordance with this Grant Agreement.
   d) Failure to make any remittance required by this Grant Agreement.
   e) Failure to comply with Labor Compliance Plan requirements.
   f) Failure to submit timely progress reports.
   g) Failure to routinely invoice State.
   h) Failure to meet any of the requirements set forth in Paragraph 14, “Continuing Eligibility.”

Should an event of default occur, State shall provide a notice of default to the Grantee and
shall give Grantee at least ten (10) calendar days to cure the default from the date the notice
is sent via first-class mail to the Grantee. If the Grantee fails to cure the default within the time
prescribed by the State, State may do any of the following:
   i) Declare the funding be immediately repaid, with interest, which shall be equal to State of
      California general obligation bond interest rate in effect at the time of the default.
   j) Terminate any obligation to make future payments to Grantee.
   k) Terminate the Grant Agreement.
   l) Take any other action that it deems necessary to protect its interests.
In the event State finds it necessary to enforce this provision of this Grant Agreement in the manner provided by law, Grantee agrees to pay all costs incurred by State including, but not limited to, reasonable attorneys’ fees, legal expenses, and costs.

14. CONTINUING ELIGIBILITY. Grantee must meet the following ongoing requirement(s) to remain eligible to receive State funds:
   a) Timely adoption of an IRWM Plan that meets the requirements contained in Part 2.2 of Division 6 of the CWC, commencing with Section 10530.
   b) An urban water supplier that receives grant funds governed by this Grant Agreement shall maintain compliance with the Urban Water Management Planning Act (CWC§10610 et. seq.);
   c) An agricultural water supplier must maintain compliance with SBx7-7 as outlined in Part 2.55 of Division 6 of the CWC.
   d) Grantee’s diverting surface water must maintain compliance with diversion reporting requirements as outlined in Part 5.1 of Division 2 of the CWC.
   e) Projects with potential groundwater impacts must demonstrate compliance with the groundwater compliance options set forth on page 15 of the IRWM Program Guidelines, dated August 2012.

15. PERMITS, LICENSES, APPROVALS, AND LEGAL OBLIGATIONS. Grantee shall be responsible for obtaining any and all permits, licenses, and approvals required for performing any work under this Grant Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. Grantee shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental, procurement, and safety laws, rules, regulations, and ordinances. Grantee shall provide copies of permits and approvals to State.

16. RELATIONSHIP OF PARTIES. Grantee is solely responsible for design, construction, and operation and maintenance of project within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Grantee under this Grant Agreement.

17. SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to State. All reports shall be submitted to the State’s Project Manager, and shall be submitted via DWR’s “Grant Review and Tracking System” (GRanTS). If requested, Grantee shall promptly provide any additional information deemed necessary by State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F. The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State, of a Project Completion Report is a requirement for the release of any funds retained for such project.

- **Progress Reports**: Grantee shall submit progress reports on a regular and consistent basis to meet the State’s requirement for disbursement of funds. The reporting period shall not exceed one quarter in length. The progress reports shall be sent via e-mail to the State’s Project Manager and shall be uploaded into GRanTS at the frequency specified in Exhibit B, Project Schedule. The progress reports shall provide a brief description of the work performed during the reporting period including: Grantees activities, milestones achieved, any accomplishments, and any problems encountered in the performance of the work under this Agreement.
• **Project Completion Report:** Grantee shall prepare and submit to State a separate Project Completion Report for the project included in Exhibit A. Grantee shall submit a Project Completion Report within ninety (90) calendar days of project completion. Project Completion Report(s) shall include, in part, a description of actual work done, any changes or amendments to the project, and a final schedule showing actual progress versus planned progress, copies of any final documents or reports generated or utilized during a project. The Project Completion Report shall also include, if applicable, certification of final project by a registered civil engineer, consistent with Standard Condition D.20, "Final Inspections and Certification of Registered Civil Engineer". A DWR "Certification of Project Completion" form will be provided by the State.

• **Post-Performance Reports:** Grantee shall submit Post-Performance Reports. Post-Performance Reports shall be submitted to State within ninety (90) calendar days after the first operational year of a project has elapsed. This record keeping and reporting process shall be repeated annually for a total of 10 years after the completed project begins operation.

18. **OPERATION AND MAINTENANCE OF PROJECT.** For the useful life of construction and implementation projects and in consideration of the funding made by State, Grantee agrees to ensure or cause to be performed the commencement and continued operation of the project, and shall ensure or cause the project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. Grantee or their successors may, with the written approval of State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Grant Agreement, "useful life" means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and "maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal of Grantee to ensure operation and maintenance of the project in accordance with this provision may, at the option of State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 13, "Default Provisions."

19. **PROJECT MONITORING PLAN REQUIREMENTS.** Exhibit A of this Grant Agreement shall contain activities to develop and submit to State a Project Monitoring Plan. Along with the Project Performance Measures Table requirements outlined in the Proposition 1E Round 2 Stormwater Flood Management Grants Proposal Solicitation Package, the Project Monitoring Plan should also include:
   a) Baseline conditions.
   b) Brief discussion of monitoring systems to be used.
   c) Methodology of monitoring.
   d) Frequency of monitoring.
   e) Location of monitoring points.

A Project Monitoring Plan shall be submitted to the State prior to disbursement of State funds for construction or monitoring activities. See Exhibit G, "Requirements for Statewide Monitoring and Data Submittal", for web links and information regarding other State monitoring and data reporting requirements.

20. **STATEWIDE MONITORING REQUIREMENTS.** Grantee shall ensure that all groundwater projects and projects that include groundwater monitoring requirements are consistent with the Groundwater Quality Monitoring Act of 2001 (Part 2.76 (commencing with Section 10780) of
Division 6 of California Water Code) and, where applicable, that projects that affect water quality shall include a monitoring component that allows the integration of data into statewide monitoring efforts, including where applicable, the Surface Water Ambient Monitoring Program carried out by the State Water Resources Control Board.

21. **NOTIFICATION OF STATE.** Grantee shall promptly notify State, in writing, of the following items:
   a) Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. Grantee agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to State and State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.
   b) Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by State’s representatives. Grantee shall make such notification at least 14 calendar days prior to the event.
   c) Final inspection of the completed work on a project by a Registered Civil Engineer, in accordance with Standard Condition D.20, "Final Inspections and Certification of Registered Civil Engineer." Grantee shall notify the State’s Project Manager of the inspection date at least 14 calendar days prior to the inspection in order to provide State the opportunity to participate in the inspection.

22. **NOTICES.** Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:
   a) By delivery in person.
   b) By certified U.S. mail, return receipt requested, postage prepaid.
   c) By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
   d) By electronic means.

Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the below addresses. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

23. **PERFORMANCE EVALUATION.** Upon completion of this Grant Agreement, Grantee’s performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Grantee.

24. **PROJECT REPRESENTATIVES.** The Project Representatives during the term of this Grant Agreement are as follows:

   Department of Water Resources  
   Paula Landis  
   Chief, Division of IRWM  
   P.O. Box 942836  
   Sacramento CA 94236-0001  
   Phone: (916) 651-9220  
   e-mail: plandis@water.ca.gov

   Town of San Anselmo  
   Debra Stutsman  
   Town Manager  
   525 San Anselmo Avenue  
   San Anselmo, CA 94960  
   Phone: (415) 258-4652  
   e-mail: dstutsman@townofsananselmo.org
Direct all inquiries to the Project Manager:

Department of Water Resources
Mina Danielle
Division of Integrated Regional Water Management
P. O. Box 942836
Sacramento, CA 94236-0001
Phone: (916) 651-9214
e-mail: mina.danieli@water.ca.gov

Town of San Anselmo
Sean Condry
Public Works and Building Director
525 San Anselmo Avenue
San Anselmo, CA
Phone: (415) 258-4676
e-mail: scondry@townofsananselmo.org

Either party may change its Project Representative or Project Manager upon written notice to the other party.

25. STANDARD PROVISIONS. The following Exhibits are attached and made a part of this Grant Agreement by this reference:

Exhibit A – Work Plan
Exhibit B – Budget
Exhibit C – Schedule
Exhibit D – Standard Conditions
Exhibit E – Authorizing Resolution
Exhibit F – Report Formats and Requirements
Exhibit G – Requirements for Statewide Monitoring and Data Submittal
Exhibit H – State Audit Document Requirements and Funding Match Guidelines for Grantees
Exhibit I – Monitoring and Maintenance Plan Components
IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement.

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

Paula J. Landis, P.E., Chief
Division of Integrated Regional Water Management
Date 4/2/14

Town of San Anselmo

Debra Stutsman, Town Manager

Date 4/8/14

Approved as to Legal Form and Sufficiency

Karen C. Shue
Spencer Kenner, Assistant Chief Counsel
Office of Chief Counsel
Date 11/14/2014
EXHIBIT A
WORK PLAN

Project Title: Memorial Park Detention Basin Project

Project Description: The project will lower the existing grade at Memorial Park to create a stormwater detention basin and improve existing stormwater conveyance facilities to provide flood protection for one hundred year storm event in conjunction with other projects planned by the Marin County Flood Control and Water Conservation District (County). The project includes installation of stormwater treatment device and creates a subsurface drainage structure to collect groundwater that will be used for non-potable uses at the park. Finally, the project will restore a creek that flows through the park, and rehabilitate the existing recreational features of the park.

Scope of Work: To complete the scope of work for this project four tasks have been identified and grouped in the following budget categories:

Task 1 - Direct Project Administration: Budget Category A
Task 2 - Land Purchase /Easement: Budget Category B
Task 3 - Planning/Design/Engineering and Environmental Documentation: Budget Category C
Task 4 - Implementation: Budget Category D

Task 1 - Direct Project Administration: Budget Category A

This task includes the following subtasks and covers overall project management and coordination, preparation of invoices and reports and project close out and labor compliance activities.

Subtask 1.1 - Project Coordination, Management and Grant Administration

The Town of San Anselmo (Town) will manage and coordinate the overall project activities between DWR, the Town, and project partners and contractors. In addition, this task includes the following activities that were completed prior to this agreement: (a) Initial planning for the project, including preparing the project scope and workplan, budget and economic analysis, scheduling, and holding community meetings for public feedback to guide the initial planning effort; and (b) finalizing and administering this grant agreement. Administration will also cover preparing a Memorandum of Agreement (MOA) between the Town and County concerning cost sharing and joint use and operation of the Memorial Park detention basin for flood control and public recreation. Administration will also include activities that will be performed by County staff in developing the MOA and administering funding of their portion of the project cost.

Subtask 1.1 Deliverables

- MOA between Town and County, upon request

Subtask 1.2 - Invoices and Quarterly Reports

This task consists of preparing and submitting quarterly invoices and progress reports for the project. Invoices and reports will be prepared in accordance with the terms and the conditions of this agreement, and will be submitted to DWR project manager. The progress reports will describe all project activities undertaken for both sources of funding (grant and cost share) for each task.

Subtask 1.2 Deliverables

- Quarterly progress reports
- Quarterly roll-up invoices
Subtask 1.3 - Draft Final Project Report

A draft project completion report will be prepared in accordance with terms and conditions of this agreement and will summarize the results and interpretations of the project. Draft versions of the final report will be reviewed internally by the Town and will be provided to the DWR project manager for review and comment. All final deliverables that have not been submitted yet will be finalized and submitted to the DWR project manager along with the draft final report.

Subtask 1.3 Deliverables
- Draft Final Project Report
- All Final Project Deliverables

Subtask 1.4 - Final Project Report and Project Close Out Process

Town will review and incorporate comments provided by the DWR project manager into the final report. Town will follow the project close out process including the submittal of retention invoice as instructed by the DWR project manager.

Subtask 1.4 Deliverables
- Final Project Report
- Final Invoice
- Retention invoice will be submitted after the final invoice

Subtask 1.5 - Labor Compliance Program

This task consists of providing the required information to Compliance Monitoring Unit (CMU) of the California Department of Industrial Relations (DIR) Division of Labor Standards Enforcement (DLSE). Implementation will involve the Town preparing and inserting provisions in all contracts requiring contractors to comply with the requirements of the CMU. Town will submit the required information to DLSE CMU.

Subtask 1.5 Deliverables
- Department of Industrial Annual Report, upon request

Task 2 – Land Purchase /Easement: Budget Category B

This task includes obtaining encroachment permits or acquiring easements for certain project features that could potentially be located on properties adjacent to the park, as listed below:

- Emergency spillway and steps on the south corner of the project site may encroach on to apartment building property.
- Modification of wooden box culvert and installation of water collection/pumping system at the north end of the project site will occur on Log Cabin property.
- Subsurface tie-backs to support retaining wall structures at tennis courts at the south end of the project site may extend/encroach on to public housing property.
- Retaining wall structure associated with raising Sunny Hills Drive at the south end of the project site will encroach on to shopping center property.

Task 2 Deliverables
- All required rights-of-way for project encroachments
- Copies of executed encroachment permits and easements
Task 3 - Planning/Design/Engineering & Environmental Documentation: Budget Category C

This task consists of the following subtasks and covers project assessment and evaluation to address geotechnical issues, design plans, environmental documentation and mitigation, and regulatory permitting.

Subtask 3.1- Assessment and Evaluation

This task includes assessment and evaluation to: (1) assess the need and evaluate the efficacy of the Project with regard to flood reduction and recreational improvement; (2) assess the condition of existing stormwater infrastructure and evaluate the need for improvements; (3) assess subsurface conditions and evaluate the feasibility of the project with regard to geotechnical considerations; (4) develop rules and criteria for dual purpose operation of the detention basin; and (5) develop a Project Monitoring Plan. Along with the Project Performance Measures Table requirements outlined in the Proposition 1E Round 2 Stormwater Flood Management Grants Proposal Solicitation Package, the Project Monitoring Plan will include baseline conditions, a brief discussion of monitoring systems to be used, methodology of monitoring, frequency of monitoring, and location of monitoring points.

The activities for this subtask include the following work that was completed prior to this agreement:

- Performed a project assessment and evaluation
- Performed field topographic surveying to support the project assessment and evaluation
- Performed hydrologic modeling for the Memorial Park Detention Basin
- Performed hydraulic modeling and floodplain mapping for the Memorial Park Detention Basin
- Examined coordinated operations for dual use of Memorial Park for flood detention and recreation
- Performed an assessment of the condition of the lower Sorich Creek culvert
- Drilled exploratory boreholes and construct monitoring wells to assess subsurface geological conditions at Memorial Park
- Conducted pump tests on existing irrigation well and monitoring wells to assess groundwater conditions at Memorial Park
- Performed a preliminary geotechnical investigation
- Performed an assessment of Memorial Park recreational facilities

The remaining activities for this subtask will include the following work:

- Perform additional subsurface exploration, laboratory testing, and geotechnical engineering assessment and evaluation to further assess subsurface geological conditions including (1) determining the depth at which historical slide movement has occurred along the eastern side of the park and prepare geotechnical design criteria for a new retaining structure; and (2) developing more precise soil parameters and settlement magnitude and rate estimates for areas adjacent to the southern and western project boundaries
- Initiate consultation with DWR/ Department of Safety of Dams (DSOD) to determine the project-specific field exploratory drilling, testing and geotechnical engineering analyses that will be required
- Perform the DWR/DSOD required field exploratory drilling and testing
- Perform the DWR/DSOD required geotechnical engineering analyses
- Conduct a pre-design geotechnical investigation
- Develop a Coordinated Operations Plan (COP) which is mutually acceptable to the Town and County, by establishing the rules and criteria for operating the detention basin in a manner that achieves the park’s new multi-use benefits, particularly joint use for flood detention and public recreation.
- Develop a Project Monitoring Plan
Subtask 3.1 Deliverables

- Memorial Park Project Assessment and Evaluation Memorandum
- Hydrologic Modeling Report for the Memorial Park Detention Basin
- Hydraulic Modeling and Floodplain Mapping Report for the Memorial Park Detention Basin
- Preliminary Geotechnical Investigation Report documenting exploratory boreholes, monitoring wells, and geotechnical study
- Lower Sorich Creek Assessment Report
- Preliminary Pump Test Report for Memorial Park Wells
- Memorial Park Recreational Assessment Report
- Project Briefing Memorandum (submitted to DWR/DSOD)
- Pre-Design Geotechnical Investigation Report documenting additional geotechnical field testing and analyses, finding, conclusions, design criteria, and recommendations regarding project geotechnical feasibility
- Coordinated Operations Plan (preliminary and final)
- Project Monitoring Plan

Subtask 3.2 - Final Design

This task consists of preparing design plans and specifications necessary to construct the elements of the projects. Design plans will be prepared at four stages: 30%, 60%, 90% and 100%. The concept (30%) design stage was completed prior to the date of this agreement. Preparation of the 60% design will start after completion of the Pre-Design Geotechnical Investigation Report as this report will establish the final design criteria. The 90% and 100% (Final) design will include the design package and contract that will be advertised for award for construction.

The construction standard during the design include: American Society for Testing and Materials (ASTM) and Occupational Safety and Health Administration (OSHA) regulations and industry standard practice.

The design of all elements of the Project will be performed by an engineering consultant-contractor and a geotechnical engineering consultant-contractor, except for design of the recreation element which will be performed by a landscape architect, with review and oversight by the Town.

The activities for this task include:

- Prepare design plans at four stages: 30% (Concept; completed prior to this agreement), 60%, 90% (Pre-final), and 100% (Final) design
- Prepare engineers cost estimate based on the design plans at each stage
- Review, comment, and approve the design plans by Town
- Advertise a single design package and contract that is suitable for bidding
- Evaluate bids received
- Award design package for construction

Subtask 3.2 Deliverables

- 30% (Concept) design plans
- Project Concept (30%) Design and Cost Memorandum
- 90% (Pre-final) design
- 100% (Final) design and specifications and bid package

Subtask 3.3 - Environmental Documentation

The Memorial Park Detention Basin Project will be subject to environmental review under the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA). The Town and the U.S. Army Corps of Engineers will be the lead agencies under CEQA.
and NEPA, respectively. Town will coordinate with the U.S. Army Corps of Engineers and will submit the NEPA document to DWR. A CEQA Environmental Impact Report (EIR) and a NEPA Environmental Impact Statement or Environmental Assessment (EIS or EA) will be prepared for the project. These environmental documents will analyze the environmental impacts and provides mitigation measures, as needed, for the whole Memorial Park Detention Basin Project.

Subtask 3.3 Deliverables

- Approved and adopted CEQA and NEPA documents

Subtask 3.4 - Environmental Compliance, Mitigation, and Enhancement

Environmental compliance measures and project mitigation imposed via CEQA/NEPA and regularity permitting will be implemented pre-, during, and post-construction. In order to ensure that the mitigation measures and project revisions identified in the EIR are implemented, the Town will adopt a program for monitoring or reporting on the revisions which it has required in the project, and the measures it has imposed to mitigate or avoid significant environmental effects.

Until mitigation measures have been completed the Town remains responsible for ensuring that implementation of any mitigation measures identified for this project occurs in accordance with the program and will be in place through all phases of the project. The Town will ensure that measures are tracked and that compliance with mitigation measures are documented through reports and any deficiency are promptly corrected.

Subtask 3.3 Deliverables

- Adopted monitoring program

Subtask 3.5 - Permitting

The Memorial Park Detention Basin Project will be subject to the regulatory permitting authority of federal and state agencies. The expected permits and the related permitting agencies are:

- Section 404/10 Permit (Nationwide Permit or an Individual Permit): US Army Corps of Engineers (USACE);
- Biological Opinion through a Section 7 Consultation with USACE: National Marine Fisheries Service (NOAA Fisheries) US Fish and Wildlife Service;
- Section 401 Water Quality Certification, NPDES permit, General construction permit: San Francisco Bay Regional Water Quality Control Board (RWQCB);
- Lake and Streambed Alteration Agreement: California Department of Fish and Wildlife (DFW);
- SHPO review and concurrence of inventory/evaluation report: State Historic Preservation Officer (SHPO);
- Approval of design plans and specifications for dam: Department of Water Resources/Division of Safety of Dams (DSOD);
- Well permit: Marin County Department of Environmental Health; and
- Grading Permit, Building Permit, Watercourse Permit: Town of San Anselmo.

The activities for this task include:

- Perform required special studies to support permit applications, including delineation of waters of the U.S. and State, including wetlands; special status species biological surveys; vegetation surveys; Section 106 cultural resources survey and evaluation.
- Prepare permit applications

Subtask 3.5 Deliverables

- Copies of all required permits as listed above
Task 4 – Implementation: Budget Category D

This task consists of the following construction related activities and covers administration of the project construction, construction contracting, and construction of all project elements.

Subtask 4.1 Construction administration

This task covers activities associated with administering and managing construction of the project including collecting, reviewing, and filing all documentation, bonding, and certifications required from the contractor before work can begin, holding a pre-construction meeting with the contractor; field-inspecting the work of the contractor to ensure compliance with the contract plans and specifications, including review of required materials certifications and earthwork testing; monitoring of construction activities to ensure environmental compliance; review of contractors submittals, including shop drawings; preparation of change orders; review of contractors progress invoices and recommendations for payment of progress invoices; inspection of performance testing; review of contractors final invoice and recommendation for payment.

Subtask 4.1 Deliverables

- Field inspection reports, upon request
- PE Certification that all phases have been built per the plans and specifications

Task 4.2-Construction Contracting

This task covers activities associated with construction contracting, including advertisement for bids; answering questions from contractors and preparing addendums to the design package during the bidding period; pre-bid contractors meeting; evaluation of bids; and award of contract. Town of San Anselmo will carry out the advertisement and award of contract work, and will be assisted by an engineering consultant-contractor in the other work.

Subtask 4.2 Deliverables

- Advertising/Invitation for Bids
- Notice of Award
- Notice to Proceed
- Notice of Completion

Subtask 4.3 – Project Construction

Project construction comprises of the following phases and is further explained in the following sections:

- Mobilization and site preparation
- Construction of the project elements, and
- Performance testing and demobilization

Construction Phase 1: Mobilization and Site Preparation

Mobilization and site preparation covers the following activities:

- Establish the on-site work staging area and support facilities;
- Establish stockpile area for temporary storage of excavated material;
- Mobilize equipment to the site; and
- Install dewatering wells and/or temporary or permanent subdrains and seepage collection system; install seepage collection and piping to sedimentation treatment tanks; install pumping and piping to discharge treated seepage to Sorich Creek.

Subtask 4.3 deliverables

- pre-construction photos
Construction Phase 2: Construction of Project Elements

The following four construction elements were identified for this project and are further explained in the following sections:

1. Construction of detention basin;
2. Construction of subsurface drainage features and stormwater BMPs;
3. Restoration of Sorich Creek; and
4. Rehabilitation of the Memorial Park.

Element 1 – Construction of Flood Detention Basin:

This project element constructs a detention basin, earthen embankments, walls, and hydraulic control structures to control and detain floodwaters which enables Memorial Park to also function as a flood detention basin. The basin attenuates flows produced in the upper Sorich Creek watershed thereby reducing peak discharge to floodprone San Anselmo Creek. The Memorial Park detention basin will be designed to have a storage capacity of approximately 79 acre-feet. The activities to construct the detention basin include:

- Remove existing park structures and facilities and trees (where necessary) and clear the site; establish construction staging and office area; install temporary utility hookups;
- Install construction dewatering and stormwater management system and erosion control per SWPPP;
- Stabilize landslide on eastern side of basin;
- Excavate the park floor to provide 79 acre-feet of storage capacity by lowering it by an average of 10 ft below existing grade;
- Haul the excavated material to an off-site location and stabilize it;
- Construct concrete wall structures along the southern and western sides and cut slopes along the northern and eastern sides;
- Raise Sunny Hills Drive including construction of retaining walls and associated street improvements to accommodate raised street grade;
- Place a gated culvert beneath the embankment at the southern end of the basin in order to pass flows to the existing buried culverted reach of Sorich Creek immediately downstream of the detention basin;
- Install hydraulic control structures and construct an emergency spillway;
- Install slide gate and motor controls on outlet culvert to control outflow from Sorich Creek; and
- Install electrical panels, controls, emergency generators, water level monitoring device, streamflow monitoring devices and develop stream water level versus stream flow rating curve for these devices.

Element 2 – Construction of Subsurface Drainage Features, Non-Potable Water Supply System, and Storm Water BMPs:

This project element includes the construction of an on-site subsurface drainage system, groundwater irrigation supply system, and relocation of wet utilities. This construction element improves water quality, collects groundwater and intercepts and collects subsurface seepage entering from around and beneath the park floor and keeps the new athletic play fields dry and useable for public recreation during the wet season.

The construction activities include:

- Remove and replace the Alderney storm drain;
- Enlarge the inlet to the Alderney storm drain to increase its drainage capacity near the park boundary and alleviate chronic localized flooding problems;
- Install a hydrodynamic separation device at the enlarged inlet to the Alderney storm drain to remove trash/debris and improve stormwater discharge quality;
• Remove and relocate the Ross Valley Sanitary District (RVSD) sewer line and a Marin Municipal Water District (MMWD) water line, which pass beneath the park;

• Construct new production wells with pumps and install a groundwater interception and collection system and install non-potable supply system to provide water from the wells and groundwater collection system for irrigation and restroom toilets at the rehabilitated park;

• Install a sump-pump and discharge pipe to Sorich Creek with check valve at Log Cabin for drainage at Log Cabin when detention basin is in operation; and

• Install monitoring well network and ground settlement devices to track groundwater levels and the performance, and potential effects of subsurface groundwater collection system.

**Element 3 – Restoration of Sorich Creek:**

This project element daylighted and restores the ecological health and function of Sorich Creek which is currently contained in a buried culvert along its reach through the park. The daylighted Sorich Creek will be vegetated to restore the creek ecosystem and improve stormwater quality. Construction activities include:

• Remove existing buried culvert and daylight the 580 ft-long buried culverted reach of Sorich Creek within the park and stabilize bed and bank by placing rock and using biotechnical treatments using native vegetation.

• Remove the undersized 70-ft long Los Angeles Street culvert and replace it with a pre-fabricated, single lane vehicle/pedestrian bridge to provide pedestrian and emergency vehicular access to Los Angeles Street and stabilize affected creek bed and bank by placing rock and using biotechnical treatments using native vegetation.

**Element 4 - Rehabilitation of Memorial Park:**

This project element enhances public access and safety, aesthetics, and overall recreational enjoyment of the creek and park. Access to the creek will be encouraged by providing pathways leading to the creek. Pathways and park elements will be ADA accessible. The construction activities include:

• Install a new irrigation system to use water more efficiently;

• Install recreational facilities including grass area, athletic play fields, athletic courts, spectator seating, backstops and dugouts, picnic areas, lighting, landscape vegetation;

• Install ADA compliant pathways and expand public access to the park and the creek;

• Install park infrastructure and support facilities, including parking lot rehabilitation and repaving to restore the lot after construction, concession structures, storage structures, restrooms, fencing, flood warning alarm and lighting system; and

• Place signage including main park signs, visitor information and direction signs, park rules, flood warning signs and interpretive signage along the restored creek to inform the Public about the restored creek ecosystem and foster stewardship for preserving and protecting the health of the creek.

**Construction Phase 3: Demobilization and Performance Testing**

This activity includes demobilization of construction equipment and removal of construction support facilities and temporary hookups from the site. This task also covers performance testing of mechanical and electrical systems, including emergency generators, motor-controlled gates, flood warning alarm and lighting system, water quality device, and monitoring devices for the term of this agreement.

**Subtask 4.3 deliverables**

- post-construction photos
EXHIBIT B
BUDGET

All work associated with the project must be completed prior to payment of retention. Backup documentation for Additional Cost Share will not be reviewed for the purposes of invoicing. The Grantee is required to maintain all financial documents related to the project in accordance with Exhibit H (State Audit Document Requirements.)

Method of disbursement will be funding match draw down. The grantee must bill the entire funding match for a budget category before DWR can start reimbursing for the grant share amount budgeted for that category.

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EXHIBIT C
SCHEDULE
D.1) ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:

a) Separate Accounting of Funding Disbursements and Interest Records: Grantee shall account for the money disbursed pursuant to this Grant Agreement separately from all other Grantee funds. Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Grantee shall keep complete and accurate records of all receipts, disbursements, and interest earned on expenditures of such funds. Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.

b) Fiscal Management Systems and Accounting Standards: The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of state law or this Grant Agreement.

c) Disposition of Money Disbursed: All money disbursed pursuant to this Grant Agreement shall be deposited, administered, and accounted for pursuant to the provisions of applicable law.

d) Remittance of Unexpended Funds: Grantee shall remit to State any unexpended funds that were disbursed to Grantee under this Grant Agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from State to Grantee of funds or, within thirty (30) calendar days of the expiration of the Grant Agreement, whichever comes first.

D.2) ACKNOWLEDGEMENT OF CREDIT: Grantee shall include appropriate acknowledgement of credit to the State and to all cost-sharing partners for their support when promoting the Project or using any data and/or information developed under this Grant Agreement. During construction of the project, Grantee shall install a sign at a prominent location, which shall include a statement that the project is financed under the Disaster Preparedness and Flood Prevention Bond Act of 2006, administered by State of California, Department of Water Resources. Grantee shall notify State that the sign has been erected by providing them with a site map with the sign location noted and a photograph of the sign.

D.3) AIR OR WATER POLLUTION VIOLATION: Under State laws, the Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

D.4) AMENDMENT: This Grant Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request. State shall have no obligation to agree to an amendment.

D.5) AMERICANS WITH DISABILITIES ACT: By signing this Grant Agreement, Grantee assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C., 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

D.6) APPROVAL: This Agreement is of no force or effect until signed by all parties to the agreement. Grantee may not submit invoices or receive payment until all required signatures have been obtained.

D.7) AUDITS: State reserves the right to conduct an audit at any time between the execution of this Grant Agreement and the completion of Project, with the costs of such audit borne by State. After completion of the Project, State may require Grantee to conduct a final audit to State's specifications, at Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public
Accountant. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and State may elect to pursue any remedies provided in Paragraph 13 or take any other action it deems necessary to protect its interests.

Pursuant to Government Code Section 8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three years after final payment under this Grant Agreement with respect to all matters connected with this Grant Agreement, including but not limited to, the cost of administering this Grant Agreement. All records of Grantee or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after project completion or final billing, whichever comes later.

D.8) **BUDGET CONTINGENCY:** If the Budget Act of the current year covered under this Grant Agreement does not appropriate sufficient funds for the Proposition 1E Stormwater Flood Management Grant Program, this Grant Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of State to make any payments under this Grant Agreement. In this event, State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement. Nothing in this Grant Agreement shall be construed to provide Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Grant Agreement is reduced or deleted by the Budget Act for purposes of this program, State shall have the option to either cancel this Grant Agreement with no liability occurring to State, or offer a Grant Agreement amendment to Grantee to reflect the reduced amount.

D.9) **CALIFORNIA CONSERVATION CORPS:** As required in Water Code section 79038(b), Grantee shall examine the feasibility of using the California Conservation Corps or community conservation corps to accomplish the habitat restoration, enhancement and protection activities listed in the Exhibit A, Work Plan, and shall use the services of one of these organizations whenever feasible.

D.10) **CEQA:** Activities funded under this Grant Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA) (Public Resources Code §21000 et seq.). Information on CEQA may be found at the following links:

Environmental Information: [http://ceres.ca.gov/ceqa/](http://ceres.ca.gov/ceqa/)


D.11) **CHILD SUPPORT COMPLIANCE ACT:** For any Grant Agreement in excess of $100,000, the Grantee acknowledges in accordance with Public Contract Code 7110, that:

a) The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b) The Grantee, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

D.12) **CLAIMS DISPUTE:** Any claim that the Grantee may have regarding performance of this agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative, within thirty (30) days of the Grantee’s knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.

D.13) **COMPETITIVE BIDDING AND PROCUREMENTS:** Grantee shall comply with all applicable laws and regulations regarding securing competitive bids and undertaking competitive negotiations in Grantee’s contracts with other entities for acquisition of goods and services and construction of public works with funds provided by State under this Grant Agreement.
D.14) **COMPUTER SOFTWARE:** Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Grant Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

D.15) **CONFLICT OF INTEREST:** All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code, Section 1090 and Public Contract Code, Sections 10410 and 10411, for State conflict of interest requirements.

a) **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.

b) **Former State Employees:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

c) **Employees of the Grantee:** Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act, Cal. Gov’t Code § 87100 et seq.

d) **Employees and Consultants to the Grantee:** Individuals working on behalf of a Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.

D.16) **DELIVERY OF INFORMATION, REPORTS, AND DATA:** Grantee agrees to expeditiously provide throughout the term of this Grant Agreement, such reports, data, information, and certifications as may be reasonably required by State.

D.17) **DISPOSITION OF EQUIPMENT:** Grantee shall provide to State, not less than 30 calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by State. The inventory shall include all items with a current estimated fair market value of more than $5,000.00 per item. Within 60 calendar days of receipt of such inventory State shall provide Grantee with a list of the items on the inventory that State will take title to. All other items shall become the property of Grantee. State shall arrange for delivery from Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by State.

D.18) **DRUG-FREE WORKPLACE CERTIFICATION:** Certification of Compliance: By signing this Grant Agreement, Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

a) Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code Section 8355(a)(1).
b) Establish a Drug-Free Awareness Program, as required by Government Code Section 8355(a)(2) to inform employees, contractors, or subcontractors about all of the following:

i) The dangers of drug abuse in the workplace,
ii) Grantee's policy of maintaining a drug-free workplace,
iii) Any available counseling, rehabilitation, and employee assistance programs, and
iv) Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.

c) Provide, as required by Government Code Sections 8355(a)(3), that every employee, contractor, and/or subcontractor who works under this Grant Agreement:

i) Will receive a copy of Grantee's drug-free policy statement, and
ii) Will agree to abide by terms of Grantee's condition of employment, contract or subcontract.

D.19) EASEMENTS: Where the Grantee acquires property in fee title or funds improvements to real property already owned in fee by the Grantee using State funds provided through this Grant Agreement, an appropriate easement or other title restriction providing for floodplain preservation and agricultural and/or wildlife habitat conservation for the subject property in perpetuity, approved by the State, shall be conveyed to a regulatory or trustee agency or conservation group acceptable to the State. The easement or other title restriction must be in first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State.

Where the Grantee acquires an easement under this Agreement, the Grantee agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State permission, at which time monitoring and enforcement responsibilities will transfer to the new easement owner.

Failure to provide an easement acceptable to the State can result in termination of this Agreement.

D.20) FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED CIVIL ENGINEER: Upon completion of (each/the) Project, Grantee shall provide for a final inspection and certification by a California Registered Civil Engineer that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant Agreement.

D.21) GRANTEES COMMITMENTS: Grantee accepts and agrees to comply with all terms, provisions, conditions and commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Grantee in the application, documents, amendments, and communications filed in support of its request for funding.

D.22) GRANTEE NAME CHANGE: Approval of the State's Program Manager is required to change the Grantee's name as listed on this Grant Agreement. Upon receipt of legal documentation of the name change the State will process an amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

D.23) GOVERNING LAW: This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

D.24) INDEMNIFICATION: Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of levee rehabilitation measures for this Project and any breach of this Agreement. Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insured on their liability insurance for activities undertaken pursuant to this Agreement.

D.25) INDEPENDENT CAPACITY: Grantee, and the agents and employees of Grantees, in the performance of the Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.

D.26) INSPECTION OF BOOKS, RECORDS, AND REPORTS: During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any
books, records, or reports of either party pertaining to this Grant Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Grant Agreement. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and State may withhold disbursements to Grantee or take any other action it deems necessary to protect its interests.

D.27) **INSPECTIONS OF PROJECT BY STATE:** State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant Agreement. This right shall extend to any subcontracts, and Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant Agreement with State.

D.28) **INVOICE DISPUTES:** In the event of an invoice dispute, payment will not be made until the dispute is resolved and a corrected invoice submitted. Failure to use the address exactly as provided may result in return of the invoice to the Grantee. Payment shall be deemed complete upon deposit of the payment, properly addressed, postage prepaid, in the United States mail. Any claim that Grantee may have regarding the performance of this Grant Agreement including, but not limited to claims for additional compensation or extension of time, shall be submitted to the Director, Department of Water Resources, within thirty (30) calendar days of Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to the Grant Agreement to implement the terms of any such resolution.

D.29) **LABOR CODE COMPLIANCE:** The Grantee will be required to keep informed of and take all measures necessary to ensure compliance with applicable California Labor Code requirements, including, but not limited to, Section 1720 et seq. of the California Labor Code regarding public works, limitations on use of volunteer labor (California Labor Code Section 1720.4), labor compliance programs (California Labor Code Section 1771.5) and payment of prevailing wages for work done and funded pursuant to these Guidelines, including any payments to the Department of Industrial Relations under Labor Code Section 1771.3.

D.30) **MODIFICATION OF OVERALL WORK PLAN:** At the request of the Grantee, the State may at its sole discretion approve non-material changes to the portions of Exhibit A which concern the budget and schedule without formally amending this Grant Agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Grant Agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Grant Agreement. Requests for non-material changes to the budget and schedule must be submitted by the Grantee to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.

D.31) **NONDISCRIMINATION:** During the performance of this Grant Agreement, Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital status, and denial of medical and family care leave or pregnancy disability leave. Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its contractors or subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.,) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant Agreement.

D.32) NO DISCRIMINATION AGAINST DOMESTIC PARTNERS: For contracts over $100,000 executed or amended after January 1, 2007, the Grantee certifies by signing this Grant Agreement, under penalty of perjury under the laws of State of California that Grantee is in compliance with Public Contract Code section 10295.3.

D.33) OPINIONS AND DETERMINATIONS: Where the terms of this Grant Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

D.34) PERFORMANCE AND ASSURANCES: Grantee agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work and to apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law.

D.35) PRIORITY HIRING CONSIDERATIONS: If this Grant Agreement includes services in excess of $200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Grant Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code § 10353.

D.36) PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION: The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with Grantee’s service of water, without prior permission of State. Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Grantee meet its obligations under this Grant Agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property be remitted to State.

D.37) REMEDIES NOT EXCLUSIVE: The use by either party of any remedy specified herein for the enforcement of this Grant Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.

D.38) RETENTION: The State, at its discretion, may withhold five percent (5.0%) until January 1, 2016 and ten percent (10.0%), thereafter, of the funds requested by the Grantee for reimbursement of Eligible Project Costs until the Project is completed and Final Report is approved. Withheld funds may be released upon completion of milestones identified in the Scope of Work.

D.39) RIGHTS IN DATA: Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Grant Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act., Cal. Gov't Code §§ 6250 et seq. Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Grant Agreement, subject to appropriate acknowledgement of credit to State for financial support. Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.

D.40) SEVERABILITY: Should any portion of this Grant Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Grant Agreement shall continue as modified.

D.41) STATE REVIEWS AND INDEMNIFICATION: The parties agree that review or approval of project applications, documents, permits, plans, and specifications or other project information by the State is for administrative purposes only and does not relieve the Grantee of their responsibility to properly plan, design, construct, operate, maintain, implement, or otherwise carry out the project.

D.42) SUSPENSION OF PAYMENTS: This Grant Agreement may be subject to suspension of payments or termination, or both, and Grantee may be subject to debarment if the State determines that:
a) Grantee, its contractors, or subcontractors have made a false certification, or
b) Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Grant Agreement.

D.43) SUCCESSORS AND ASSIGNS: This Grant Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.

D.44) TERMINATION BY GRANTEE; Subject to State approval which may be reasonably withheld, Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, Grantee must provide a reason(s) for termination. Grantee must submit all progress reports summarizing accomplishments up until termination date.

D.45) TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 13, the State may terminate this Grant Agreement and be relieved of any payments should Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 13.

D.46) TERMINATION WITHOUT CAUSE: The State may terminate this Agreement without cause on 30 days advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.

D.47) THIRD PARTY BENEFICIARIES: The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.

D.48) TIMELINESS: Time is of the essence in this Grant Agreement

D.49) WAIVER OF RIGHTS: None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Grant Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

D.50) WORKERS' COMPENSATION: Grantee affirms that it is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Grant Agreement and will make its contractors and subcontractors aware of this provision.
EXHIBIT E
AUTHORIZING RESOLUTION

RESOLUTION NO. 4014

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SAN ANSELMO AUTHORIZING THE TOWN MANAGER TO SUBMIT THE GRANT APPLICATION FOR AND EXECUTE AN AGREEMENT WITH THE STATE OF CALIFORNIA FOR A STORM WATER GRANT

WHEREAS, the Town of San Anselmo will enter into an agreement with the Marin County Flood Control and Water Conservation District to receive funding for a grant application for a Dual-Use facility at Memorial Park;

WHEREAS, the Town of San Anselmo is eligible to receive funding through State grants for certain flood control projects with the California Department of Water Resources;

WHEREAS, the Town Council of the Town of San Anselmo, wishes to authorize the Town Manager to submit and execute the grant application and any amendments thereto to the California Department of Water Resources.

NOW, THEREFORE, BE IT RESOLVED that: the San Anselmo Town Council will apply to the California Department of Water Resources to obtain Storm water Grant funding pursuant to the Disaster Preparedness and Flood Prevention Bond Act of 2006 (Public Resource Code Section 5096.800 et seq.), and will enter into an agreement to receive a grant for the proposed Dual-Use storm water facility for Memorial Park. The Town Manager of the Town of San Anselmo is hereby authorized and directed to prepare the necessary data, conduct investigations, file such application, and execute a grant agreement with the California Department of Water Resources.

The foregoing Resolution was adopted at the regular meeting of the San Anselmo Town Council held on November 13, 2012, by the following vote:

AYES: Coleman, Greene, Kroot, Lopin, Mcinerney
NOES: None
ABSENT: None

Tom Mcinerney, Mayor

Attest:

Town Clerk
EXHIBIT F
REPORT FORMATS AND REQUIREMENTS

The following reporting formats should be utilized. Please obtain State approval prior to submitting a report in an alternative format.

PROGRESS REPORTS
Progress reports shall generally use the following format. This format may be modified as necessary to effectively communicate information. For each project, describe the work performed including:

Project Status
Describe the work performed during the time period covered by the report, organized by work plan tasks/subtasks/categories, including but not limited to:

- Updates on all ongoing tasks.
- Estimates of the percent (%) complete.
- Discussion of any project related work completed this reporting period.
- Milestones or deliverables completed/submitted.
- Impediments to completion of any task.
- Photos documenting progress.

Cost Information
For each project provide the following:

- A comparison of project task(s) percent complete with percent invoiced.
- A list of any changes approved to the budget in accordance with Grant Agreement and a revised budget, by task, if changed from latest budget in the Overall Work Plan.

Schedule Information
A list of any changes approved to the Schedule in accordance with Grant Agreement and a revised schedule, by task, if changed from latest reported schedule.

Anticipated Activities Next Quarter
Provide a description of anticipated activities for the next quarterly reporting period.

PROJECT COMPLETION REPORT
Project Completion Reports shall generally use the following format.

Executive Summary
Should include a brief summary of project information and include the following items:

- Brief description of work proposed to be done in the original Grant application.
- Description of actual work completed and any deviations from Exhibit A. List any official amendments to this Grant Agreement, with a short description of the amendment.

Reports and/or Products
The following items should be provided:

- Final Evaluation report
- Electronic copies of any data collected, not previously submitted
- As-built drawings
- Final geodetic survey information
- Self-Certification that the Project meets the stated goal of the Grant Agreement (e.g. 100-year level of flood protection, HMP standard, PI-84-99, etc.)
• Project photos
• Discussion of problems that occurred during the work and how those problems were resolved
• A final project schedule showing actual progress versus planned progress

**Costs and Dispositions of Funds**

A list of showing:

• The date each invoice was submitted to State
• The amount of the invoice
• The date the check was received
• The amount of the check (If a check has not been received for the final invoice, then state this in this section.)
• A summary of the payments made by the Grantee for meeting its cost sharing obligations under this Grant Agreement.
• A summary of final funds disbursement including:
  o Labor cost of personnel of agency / major consultant / sub-consultants. Indicate personnel, hours, rates, type of profession and reason for consultant, i.e., design, CEQA work, etc.
  o Evaluation cost information, shown by material, equipment, labor costs, and any change orders
  o Any other incurred cost detail
  o A statement verifying separate accounting of funding disbursements
• Summary of project cost including the following items:
  o Accounting of the cost of project expenditure;
  o Include all internal and external costs not previously disclosed; and
  o A discussion of factors that positively or negatively affected the project cost and any deviation from the original project cost estimate.

**Additional Information**

• Benefits derived from the project, with quantification of such benefits provided, if applicable.
• A final project schedule showing actual progress verse planned progress as shown in Exhibit B.
• Certification from a California Registered Civil Engineer that the project was conducted in accordance with the approved work plan and any approved modifications thereto.
• Submittal schedule for the Post Performance Report and an outline of the proposed reporting format.

**POST-PERFORMANCE REPORT**

Report should be concise, and focus on how (each/the) project is actually performing compared to its expected performance; whether the project is being operated and maintained, and providing intended benefits as proposed.
EXHIBIT G
REQUIREMENTS FOR STATEWIDE MONITORING AND DATA SUBMITTAL

Surface and Groundwater Quality Data

Groundwater quality and ambient surface water quality monitoring data that include chemical, physical, or biological data shall be submitted to the State as described below, with a narrative description of data submittal activities included in project reports, as described in Exhibit F.

Surface water quality monitoring data shall be prepared for submission to the California Environmental Data Exchange Network (CEDEN). The CEDEN data templates are available on the CEDEN website. Inclusion of additional data elements described on the data templates is desirable. Data ready for submission should be uploaded to your CEDEN Regional Data Center via the CEDEN website. CEDEN website:

If a project’s Work Plan contains a groundwater ambient monitoring element, groundwater quality monitoring data shall be submitted to the State for inclusion in the State Water Resources Control Board’s Groundwater Ambient Monitoring and Assessment (GAMA) Program information on the GAMA Program can be obtained at: http://www.waterboards.ca.gov/water_issues/programs/gama/. If further information is required, the Grantee can contact the State Water Resources Control Board (SWRCB) GAMA Program. A listing of SWRCB staff involved in the GAMA program can be found at:
http://www.swrcb.ca.gov/water_issues/programs/gama/contact.shtml

Groundwater Level Data

Grantee shall submit to DWR groundwater level data collected as part of this grant. Water level data must be submitted using the California Statewide Groundwater Elevation Monitoring (CASGEM) online data submission system. Grantee should use their official CASGEM Monitoring Entity or Cooperating Agency status to gain access to the online submittal tool and submit data. If the data is from wells that are not part of the monitoring network, the water level measurements should be classified as voluntary measurements in the CASGEM system. If the grantee is not a Monitoring Entity or Cooperating Agency, please contact your DWR grant project manager for further assistance with data submittal. The activity of data submittal should be documented in appropriate progress or final project reports, as described in Exhibit F. Information regarding the CASGEM program can be found at http://www.water.ca.gov/groundwater/casgem/.
EXHIBIT H
STATE AUDIT DOCUMENT REQUIREMENTS AND FUNDING MATCH GUIDELINES
FOR GRANTEES

State Audit Document Requirements

The list below details the documents/records that State Auditors typically reviewed in the event of a Grant Agreement being audited. Grantees should ensure that such records are maintained for each State funded Program/Project. Where applicable, this list of documents also includes documents relating to the Grantee’s funding match which will be required for audit purposes.

Internal Controls:

1. Organization chart (e.g., Agency’s overall organization chart and organization chart for this Grant Agreement’s funded project).
2. Written internal procedures and flowcharts for the following:
   a) Receipts and deposits
   b) Disbursements
   c) State reimbursement requests
   d) State funding expenditure tracking
   e) Guidelines, policy[ies], and procedures on State funded Program/Project
3. Audit reports of the Grantee’s internal control structure and/or financial statements within the last two years.
4. Prior audit reports on State funded Program/Project.

State Funding:

1. Original Grant Agreement, any amendment(s) and budget modification documents.
2. A list of all bond-funded grants, loans or subventions received from the State.
3. A list of all other funding sources for each Program/Project.

Contracts:

1. All subcontractor and consultant contracts and related, if applicable.
2. Contracts between the Grantee, member agencies, and project partners as related to the State funded Program/Project.

Invoices:

1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under the Grant Agreement.
2. Documentation linking subcontractor invoices to State reimbursement requests and related Grant Agreement budget line items.
3. Reimbursement requests submitted to the State for the Grant Agreement.

Cash Documents:

1. Receipts (copies of warrants) showing payments received from the State.
2. Deposit slips or bank statements showing deposit of the payments received from the State.
3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the Grant Agreement.

Accounting Records:

1. Ledgers showing receipts and cash disbursement entries for State funding.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to reimbursement requests submitted to the State for the Grant Agreement

Administration Costs:

1. Supporting documents showing the calculation of administration costs.
Personnel:
1. List of all contractors and Grantee staff that worked on the State funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Grantee’s

Project Files:
1. All supporting documentation maintained in the Program/Project files.
2. All Grant Agreement related correspondence.

Funding Match Guidelines

Funding Match consists of non-State funds including in-kind services. In-kind services are defined as work performed or items contributed (i.e., dollar value of non-cash contributions) by the Grantee (and potentially other parties involved) directly related to the execution of the scope of work (examples: volunteer services, equipment use, and facilities). The cost of in-kind service can be counted as funding match in-lieu of actual funds (or revenue) provided by the Grantee. Other funding match and in-kind service eligibility conditions may apply. Provided below is guidance for documenting funding match with and without in-kind services.

1. Although tracked separately, in-kind services shall be documented and, to the extent feasible, supported by the same methods used by the Grantee for its own employees. Such documentation should include the following:
   a. Detailed description of the contributed item(s) or service(s)
   b. Purpose for which the contribution was made (tied to Grant Agreement Work Plan)
   c. Name of contributing organization and date of contribution
   d. Real or approximate value of contribution. Who valued the contribution and how the value was determined? (e.g., actual, appraisal, fair market value, etc.). Justification of rate. (See Item #2, below)
   e. For contributed labor, the person’s name, the work performed, the number of hours contributed, and the pay rate applied
   f. If multiple sources exist, these should be summarized on a table with summed charges
   g. Source of contribution and whether it was provided by, obtained with, or supported by government funds

2. Rates for volunteer or in-kind services shall be consistent with those paid for similar work in the Grantee’s organization. For example, volunteer service of clearing vegetation performed by an attorney shall be valued at a fair market value for this service, not the rate for professional legal services. In those instances in which the required skills are not found in the recipient organization, rates shall be consistent with those paid for similar work in the labor market. Paid fringe benefits that are reasonable, allowable and allocable may be included in the valuation.

3. Funding match contribution (including in kind services) shall be for costs and services directly attributed to activities included in the Grant Agreement Work Plan. These services, furnished by professional and technical personnel, consultants, and other skilled and unskilled labor may be counted as in-kind if the activities are an integral and necessary part of the State funded Program/Project under the Grant Agreement.

4. Cash contributions made to a Program/Project shall be documented as revenue and in-kind services as expenditure. These costs should be tracked separately in the Grantee’s accounting systems.
EXHIBIT I
MONITORING AND MAINTENANCE PLAN COMPONENTS

Introduction
- Goals and objectives of project
- Site location and history
- Improvements implemented

Monitoring and Maintenance Plan
- Monitoring Metrics (ex: Plant establishment, bank erosion, hydraulic characteristics, habitat expansion)
- Maintenance Metrics (ex: irrigation, pest management, weed abatement, continuous invasive species removal until natives established)
- Special Environmental Considerations (e.g., resource agency requirements, permit requirements, CEQA/NEPA mitigation measures)
- Performance Measures, or success/failure criteria monitoring results measured against (ex: percent canopy cover after 1, 5, 10 years, water temperature decrease, site specific sediment scour or retention)
- Method of Reporting (ex: paper reports, online databases, public meetings)
- Frequency of Duration Monitoring and Reporting (daily, weekly, monthly, yearly)
- Frequency and Duration of Maintenance Activities
- Responsible Party (who is conducting monitoring and/or maintenance) Implementing responsibility (i.e., who is responsible for monitoring and maintenance)
- Adaptive Management Strategies (i.e., what happens when routine monitoring or maintenance encounters a problem)
Appendix C

SAMPLE PROFESSIONAL SERVICES AGREEMENT
AGREEMENT FOR PRELIMINARY ENGINEERING AND DESIGN SERVICES FOR MEMORIAL PARK DETENTION BASIN PROJECT

PROJECT NUMBER: [TBD]

This Agreement is made and entered into this _____ day of __________________, 20___, by and between the TOWN OF SAN ANSELMO (hereinafter "TOWN"), and _____________________ (hereinafter "CONTRACTOR").

RECITALS

WHEREAS, TOWN has determined that certain specialized professional services are required for the Memorial Park Detention Basin project ("PROJECT"); and

WHEREAS, CONTRACTOR has offered to render such specialized professional services in connection with this PROJECT,

NOW, THEREFORE, intending to be bound, TOWN and CONTRACTOR hereby agree as follows:

AGREEMENT

1. PROJECT LOCATION AND DESCRIPTION.

The project will lower the existing grade at Memorial Park in the Town of San Anselmo to create a stormwater detention basin and improve existing stormwater conveyance facilities to provide flood protection for one hundred year storm events in conjunction with other projects planned by the Marin County Flood Control and Water Conservation District (District). The project includes installation of a stormwater treatment device and creation of a subsurface drainage structure to collect groundwater that will be used for non-potable uses at the park. Finally, the project will restore a creek that flows through the park, and rehabilitate the existing recreational features of the park.

2. PROJECT COORDINATION.

A. TOWN. The Town Manager shall be the representative of the TOWN for all purposes under this Agreement. The Public Works Director is hereby designated the PROJECT MANAGER for the TOWN, and said PROJECT MANAGER shall supervise all aspects of the progress and execution of this Agreement.

B. CONTRACTOR. CONTRACTOR shall assign a single PROJECT DIRECTOR to have overall responsibility for the progress and execution of this Agreement for CONTRACTOR. __________________ is hereby designated as the PROJECT DIRECTOR for CONTRACTOR. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute PROJECT DIRECTOR for any reason, the CONTRACTOR shall notify the TOWN within ten (10) business days of the substitution.

3. DUTIES OF CONTRACTOR.

CONTRACTOR shall perform the duties and/or provide services as described in Exhibit "A" attached hereto and incorporated herein.
4. **DUTIES OF TOWN.**

   **TOWN** shall pay the compensation as provided in Paragraph 5, and perform the duties as described in Exhibit "A" attached hereto and incorporated herein.

5. **COMPENSATION.**

For the full performance of the services described herein by **CONTRACTOR**, **TOWN** shall pay **CONTRACTOR** as described in Attachment “B”.

Payment will be made monthly upon receipt by PROJECT MANAGER of itemized invoices submitted by **CONTRACTOR**.

   The maximum limit on the total amount payable is _______________________________.

6. **TERM OF AGREEMENT.**

   The term of this Agreement shall be for twelve (12) months, commencing on _______________ and ending on _______________. Upon mutual agreement of the parties, and subject to the approval of the Town Manager, the term of this Agreement may be extended for an additional period of twelve (12) months.

7. **TERMINATION.**

   A. **Discretionary.** Either party may terminate this Agreement without cause upon thirty (30) days written notice mailed or personally delivered to the other party.

   B. **Cause.** Either party may terminate this Agreement for cause upon fifteen (15) days written notice mailed or personally delivered to the other party, and the notified party's failure to cure or correct the cause of the termination, to the reasonable satisfaction of the party giving such notice, within such fifteen (15) day time period.

   C. **Effect of Termination.** Upon receipt of notice of termination, neither party shall incur additional obligations under any provision of this Agreement without the prior written consent of the other.

   D. **Return of Documents.** Upon termination, any and all **TOWN** documents or materials provided to **CONTRACTOR** and any and all of **CONTRACTOR's** documents and materials prepared for or relating to the performance of its duties under this Agreement, shall be delivered to **TOWN** as soon as possible, but not later than thirty (30) days after termination.

8. **OWNERSHIP OF DOCUMENTS.**

   The written documents and materials prepared by the **CONTRACTOR** in connection with the performance of its duties under this Agreement, shall be the sole property of **TOWN**. **TOWN** may use said property for any purpose, including projects not contemplated by this Agreement.

9. **RECORD RETENTION AND RIGHT TO AUDIT.**

   **CONTRACTOR's** records and the records of all of its subcontractors shall be retained for inspection by **CONTRACTOR** and its subcontractors or their duly authorized representatives for a period of three years after final payment to **CONTRACTOR**.

   Upon reasonable notice, **CONTRACTOR** shall make available to **TOWN**, or its agent, for inspection and audit, all documents and materials maintained by **CONTRACTOR** in connection with its performance of its duties under this Agreement. **CONTRACTOR** shall fully cooperate with **TOWN** or its agent in any such audit or inspection.
10. **ASSIGNABILITY.**

   The parties agree that they shall not assign or transfer any interest in this Agreement nor the performance of any of their respective obligations hereunder, without the prior written consent of the other party, and any attempt to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

11. **INSURANCE.**

   A. During the term of this Agreement, **CONTRACTOR** shall maintain, at no expense to **TOWN**, the following insurance policies:

      1. A commercial general liability insurance policy in the minimum amount of one million ($1,000,000) dollars per occurrence for death, bodily injury, personal injury, or property damage.

      2. An automobile liability insurance policy, for owned, non-owned, and hired vehicles, in the minimum amount of one million ($1,000,000) dollars per occurrence.

      3. If any licensed professional performs any of the services required to be performed under this Agreement, a professional liability insurance policy in the minimum amount of one million ($1,000,000) dollars to cover any claims arising out of **CONTRACTOR's** performance of services under this Agreement.

   B. The insurance coverage required of the **CONTRACTOR** in Subparagraph A above, shall also meet the following requirements:

      1. Except for professional liability insurance, the insurance policies shall be endorsed for contractual liability and personal injury.

      2. Except for professional liability insurance, the insurance policies shall provide in their text or shall be specifically endorsed to name the **TOWN**, the **MARIN COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**, and the **COUNTY OF MARIN**, their officers, agents, employees, and volunteers, as additionally named insureds under the policies, and to provide that the insurance shall be primary with respect to any insurance or coverage maintained by the **TOWN**, the **MARIN COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**, and the **COUNTY OF MARIN**, and shall not call upon **TOWN's**, the **MARIN COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT's**, and the **COUNTY OF MARIN's** insurance or coverage for any contribution.

      3. **CONTRACTOR** shall provide to Town’s Project Manager, (a) Certificates of Insurance evidencing the insurance coverage required herein, and (b) text from the insurance policies or the endorsements as specified in Subparagraph B(2).

      4. The insurance policies shall provide that the insurance carrier shall not cancel, terminate or otherwise modify the terms and conditions of said insurance policies except upon ten (10) days written notice to Town’s Project Manager.

      5. If the insurance is written on a Claims Made Form, then, following termination of this Agreement, said insurance coverage shall survive for a period of not less than five years.

      6. The insurance policies shall provide for a retroactive date of placement coinciding with the effective date of this Agreement.

      7. The insurance shall be approved as to form and sufficiency by PROJECT MANAGER and the Town Attorney.
C. If it employs any person, CONTRACTOR shall maintain worker's compensation and employer's liability insurance, as required by the State Labor Code and other applicable laws and regulations, and as necessary to protect both CONTRACTOR and TOWN against all liability for injuries to CONTRACTOR's officers and employees.

D. Any deductibles or self-insured retentions in CONTRACTOR's insurance policies must be declared to and approved by the Town’s Risk Manager and the Town Attorney. At TOWN's option, the deductibles or self-insured retentions with respect to TOWN shall be reduced or eliminated to TOWN's satisfaction, or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration, attorney's fees and defense expenses.

12. INDEMNIFICATION.

A. Except as provided in Subparagraph B., CONTRACTOR shall indemnify, release, defend and hold harmless the TOWN, the MARIN COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, and the COUNTY OF MARIN, their officers, and employees, against any claim, demand, suit, judgment, loss, liability or expense of any kind, including attorney's fees, arising out of or resulting in any way, in whole or in part, from any acts or omissions, intentional or negligent, of CONTRACTOR or CONTRACTOR's officers, agents, and employees in the performance of their duties and obligations under this Agreement.

B. Where the services to be provided by CONTRACTOR under this Agreement are design professional services to be performed by a design professional as that term is defined under Civil Code Section 2782.8, CONTRACTOR shall, to the fullest extent permitted by law, indemnify, release, defend and hold harmless the TOWN, the MARIN COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, and the COUNTY OF MARIN, their officers, and employees, against any claim, demand, suit, judgment, loss, liability or expense of any kind, including attorney’s fees, that arises out of, pertains to, or relates to the negligence, recklessness, or willful misconduct of CONTRACTOR or CONTRACTOR's officers, agents and employees in the performance of its duties and obligations under this Agreement.

13. NONDISCRIMINATION.

CONTRACTOR shall not discriminate, in any way, against any person on the basis of age, sex, race, color, religion, ancestry, national origin or disability in connection with or related to the performance of its duties and obligations under this Agreement.

14. COMPLIANCE WITH ALL LAWS.

CONTRACTOR shall observe and comply with all applicable federal, state, and local laws, ordinances, codes, and regulations, in the performance of its duties and obligations under this Agreement. CONTRACTOR shall perform all services under this Agreement in accordance with said laws, ordinances, codes, and regulations. CONTRACTOR shall release, defend, indemnify, and hold harmless TOWN, its officers, agents and employees from any and all damages, liabilities, penalties, fines and all other consequences from any noncompliance or violation of any laws, ordinances, codes, or regulations.

15. NO THIRD PARTY BENEFICIARIES.

TOWN and CONTRACTOR do not intend, by any provision of this Agreement, to create in any third party, any benefit or right owed by one party, under the terms and conditions of this Agreement, to the other party.

16. NOTICES.

All notices and other communications required or permitted to be given under this Agreement, including any notice of change of address, shall be in writing and given by personal delivery, or deposited with the United States
Postal Service, postage prepaid, addressed to the parties intended to be notified. Notice shall be deemed given as of the date of personal delivery, or if mailed, upon the date of deposit with the United States Postal Service. Notice shall be given as follows:

TO TOWN: Local Agency Contract Administrator
Sean Condry
Town of San Anselmo
525 San Anselmo Avenue
San Anselmo, CA 94960

TO CONTRACTOR: Consultant Project Manager
Name______________________________
Company Name______________________
Address____________________________
Address____________________________

All other inquiries during the term of this agreement will be directed to the above identified project representatives through the provided address or through telephone and email communication:

TOWN: PH (415) 258-4676
scondry@townofsananselmo.org

CONTRACTOR: PH______________________________
Email______________________________

17. INDEPENDENT CONTRACTOR.

For the purposes, and for the duration, of this Agreement, CONTRACTOR, its officers, agents and employees shall act in the capacity of an Independent Contractor, and not as employees of the TOWN. CONTRACTOR and TOWN expressly intend and agree that the status of CONTRACTOR, its officers, agents and employees be that of an Independent Contractor and not that of an employee of TOWN.
18. **ENTIRE AGREEMENT -- AMENDMENTS.**

   A. The terms and conditions of this Agreement, all exhibits attached, and all documents expressly incorporated by reference, represent the entire Agreement of the parties with respect to the subject matter of this Agreement.

   B. This written Agreement shall supersede any and all prior agreements, oral or written, regarding the subject matter between the **CONTRACTOR** and the **TOWN**.

   C. No other agreement, promise or statement, written or oral, relating to the subject matter of this Agreement, shall be valid or binding, except by way of a written amendment to this Agreement.

   D. The terms and conditions of this Agreement shall not be altered or modified except by a written amendment to this Agreement signed by the **CONTRACTOR** and the **TOWN**.

   E. If any conflicts arise between the terms and conditions of this Agreement, and the terms and conditions of the attached exhibits or the documents expressly incorporated by reference, the terms and conditions of this Agreement shall control.

19. **SET-OFF AGAINST DEBTS.**

   **CONTRACTOR** agrees that **TOWN** may deduct from any payment due to **CONTRACTOR** under this Agreement, any monies which **CONTRACTOR** owes **TOWN** under any ordinance, agreement, contract, or resolution for any unpaid taxes, fees, licenses, assessments, unpaid checks or other amounts.

20. **WAIVERS.**

   The waiver by either party of any breach or violation of any term, covenant, or condition of this Agreement, or of any ordinance, law, or regulation, shall not be deemed to be a waiver of any other term, covenant, condition, ordinance, law, or regulation, or of any subsequent breach or violation of the same or other term, covenant, condition, ordinance, law, or regulation. The subsequent acceptance by either party of any fee, performance, or other consideration that may become due or owing under this Agreement, shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, condition, covenant of this Agreement or any applicable law, ordinance, or regulation.

21. **TOWN BUSINESS LICENSE / OTHER TAXES.**

   **CONTRACTOR** shall obtain and maintain during the duration of this Agreement, a **TOWN** business license as required by the San Anselmo Municipal Code. **CONTRACTOR** shall pay any and all state and federal taxes and any other applicable taxes. **TOWN** shall not be required to pay for any work performed under this Agreement, until **CONTRACTOR** has provided **TOWN** with a completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification).

22. **APPLICABLE LAW.**

   The laws of the State of California shall govern this Agreement.
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day, month and year first above written.

TOWN OF SAN ANSELMO

__________________________________
DEBRA STUTSMAN, Town Manager

__________________________________
By: ________________________________
Name: ______________________________
Title: ______________________________
Company: __________________________
Address: __________________________
Address: __________________________

Check One:

- Individual
- Agency of Government
- Partnership
- Corporation
- Other:

Physical address of Office:
Address: __________________________
Address: __________________________

ATTEST:

__________________________________
BARBARA CHAMBERS, Town Clerk

APPROVED AS TO FORM:

__________________________________
ROBERT F. EPSTEIN, Town Attorney
Appendix D

Prevailing Wage Rates
REQUIREMENTS FOR CONTRACTORS
TO THE COUNTY OF MARIN
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. These wages are set forth in the General Prevailing Wage Rates for this project, available at the Department of Public Works. Prevailing Wage rates are also available at the State of California Division of Labor Statistics and research web site at Prevailing Wage Rates are also available at the State of California Division of Labor Statistics and Research website http://www.dir.ca.gov/DLSR/PWD/index.htm.

The Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor are available at the following website http://www.gpo.gov/davisbacon/CA.html Future effective general prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. The Department will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes “helper” (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate which most closely approximates the duties of the employees in question.