

**AGREEMENT FOR WILDCAT CREEK RESTORATION AND GREENWAY TRAIL
DESIGN AND CEQA CONSULTING SERVICES
BETWEEN THE CITY OF SAN PABLO AND DESTORATION DESIGN GROUP**

Project No. WCC-TRL/ Agreement No. 1

THIS AGREEMENT, dated this 17 day of October, 2017, is by and between the City of San Pablo, a municipal corporation organized and existing under the laws of the State of California, ("City"), whose address is 13831 San Pablo Ave., San Pablo, California 94806, and Restoration Design Group, ("Consultant"), whose address is 2612B 8th Street, Berkeley CA 94710, Telephone 510-644-2789, for design and CEQA services for the Wildcat Creek Restoration and Greenway Trail project.

RECITALS:

WHEREAS, the City desires to engage a consultant to provide design and California Environmental Quality Act (CEQA) approval and regulatory agency permitting services for the Wildcat Creek Trail and Greenway Trail Project;

WHEREAS, the City desires to engage a professional who will act at all times in the City's best interest will respect the trust and confidence placed in that professional by the City;

WHEREAS, Consultant has represented to City, and does in fact have the special training, skill, competence and expertise necessary to provide the services needed by the City; desires to enter into this Agreement with the City as an independent contractor; and is willing to render such professional services on the following terms and conditions;

NOW, THEREFORE, Consultant and the City agree as follows:

AGREEMENT:

(1) Scope of Service.

Scope of Services

Consultant agrees to provide design, CEQA and permitting services to the City in conformance with the proposal submitted by Consultant, Restoration Design Group Wildcat Creek Restoration and Greenway Trail Design and Permitting Consulting Services dated September 19, 2017, (Exhibit A), the updated cost proposal and scope submitted by Consultant, dated October 4, 2017, (Exhibit B), and the City's Request for Proposal, dated August 17, 2017, (Exhibit C), all of which are attached and incorporated herein by reference. In the event of any discrepancy between any of the terms of Consultant's proposal, the City's Request for Proposal, and this agreement, the terms most favorable to the City shall prevail.

Quality of Performance

Consultant agrees to perform these services in accordance with the standards of its profession and within the terms of this agreement, and shall at all times be provided on a basis satisfactory to the City Manager, and shall at a minimum be consistent with all goals and objectives set forth herein.

Consultant shall be solely responsible for the quality and suitability of services provided pursuant to this Agreement. The City Manager or designee shall determine whether services provided by Consultant pursuant to this Agreement are satisfactory to the City. If during the course of this Agreement, it is determined services being provided are not satisfactory, Consultant shall take such corrective action as the City may require. Failure to promptly take such action shall constitute a material breach of this Agreement and cause for termination in the City's discretion. This standard of care is not intended and shall not be construed to impose an obligation on the City within the meaning of Government Code Section 815.6.

Time is of the Essence. In the performance of this agreement, time is of the essence. Consultant shall be available to begin performance of services under this agreement immediately upon written notification of the execution of this agreement. All work as outlined in the scope of services must be completed by December 30, 2018.

(2) Compensation.

Notwithstanding any contrary indications which may be contained in Consultant's proposal, in exchange for the satisfactory performance of services that satisfy and timely achieve the milestones, performance commitments and outcomes identified herein and in the attached exhibits, City hereby agrees to pay Consultant a sum not to exceed **Four Hundred Four Thousand Nine Hundred Ninety One Dollars (\$404,991)** as follows:

Consultant shall be paid within thirty (30) days of receipt of billings for work completed and approved. Invoices shall be submitted containing all information contained in paragraph 6 "Billings" below. In no event shall Consultant be entitled to compensation for extra work unless an approved change order, or other authorization describing the extra work and payment terms, has been executed by City prior to the commencement of the work.

Invoices must be signed by an authorized representative of Consultant, who shall verify that the invoiced services have been performed.

(3) Changes In Work-Extra Work. In addition to services described in section 1, the parties may from time to time agree in writing that Consultant, for additional compensation, shall perform additional services. The City and Consultant shall agree in writing to any changes in compensation and/or changes in Consultant's services prior to the commencement of any work. If Consultant deems work it has been directed to perform is beyond the scope of this agreement and constitutes extra work, Consultant shall immediately inform the City in writing of the fact. The City shall make a determination as to whether such work is in fact beyond the scope of this agreement and constitutes extra work. In the event that the City determines that such work does constitute extra work, it shall provide compensation to the Consultant in accordance with an agreed cost that is fair and equitable.

This cost will be mutually agreed upon by the City and Consultant. A supplemental agreement providing for such compensation for extra work shall be negotiated between the City and the Consultant.

(4) **Effective Date and Term.** The effective date of this agreement is October 17, 2017 and it shall terminate on December 30, 2018.

(5) **Independent Contractor Status.** It is expressly understood and agreed by both parties that Consultant, while engaged in carrying out and complying with any of the terms and conditions of this agreement, is an independent contractor and not an employee of the City. Consultant shall be fully responsible for all matters relating to the payment of its employees, including compliance with social security, withholding tax and all other laws and regulations governing such matters. Consultant shall be responsible for its own acts and those of its agents and employees during the term of this agreement. Consultant shall not represent, at any time or in any manner, that Consultant is an employee of the City. Consultant will exercise its judgment in recommending to City the methods by which to accomplish City's objectives and desires. In any case where an opportunity is made available to Consultant, Consultant will determine whether it possesses sufficient training and background to carry out whatever objective is sought by the City. If Consultant accepts an engagement, such an acceptance is deemed an affirmative admission that Consultant possesses the necessary skills, background, and licenses to perform the needed services. Consultant acknowledges that the City will provide no training. Consultant will provide whatever tools and materials that are necessary to complete a client engagement. Consultant is free to accept, and has accepted in the past, other client engagements. Consultant is responsible for purchasing, bringing, providing, and controlling any and all equipment, tools, instruments, etc. needed for completion of the work set forth herein, as well as for maintenance and use of such equipment. It is understood that Consultant is hired on a temporary basis only, and that if the City and/or Consultant desires to continue Consultant's services after expiration or termination of this agreement, Consultant will sign a new contract.

(6) **Billings.** Consultant's bills shall include the following information: a brief description of services performed, the date the services were performed, the number of hours spent and by whom, the current contract amount, amount previously billed, total paid to date, outstanding balance, current invoice amount, total amount billed against the contract, amount remaining in contract, and the consultant's signature. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person. In no event shall Consultant submit any billing for an amount in excess of the maximum amount of compensation provided in sections (2) and (3).

The expenses of any office, including furniture and equipment rental, supplies, salaries of employees, telephone calls, postage, advertising, and all other expenses incurred by Consultant in the performances of this agreement shall be incurred at the Consultant's discretion. Such expenses shall be Consultant's sole financial responsibility

(7) **Advice and Status Reporting.** Consultant shall provide the City with timely reports, orally or in writing, of all significant developments arising during performance of its services hereunder, and shall furnish to City such information as is necessary to enable City to monitor the performance of this Agreement, including statements and data demonstrating the effectiveness of the services provided in achieving the goals and objectives contained herein. The City may withhold payments otherwise due to Consultant pending timely delivery of all such reports and information. Consultant shall notify the City Manager of any matters that could adversely affect Consultant's ability or

eligibility to continue to perform services under this Agreement, and shall do so immediately after discovery of the same.

(8) **Retention of Records.** Consultant's complete files, including all records, employee time sheets, and correspondence pertaining to the work as described within the proposal of services submitted to the City shall upon request be available for review by the City, and copies of pertinent reports and correspondence, upon written request, shall be furnished for the files of City. Consultant shall maintain adequate documentation to substantiate all charges for hours and materials charged to City under this agreement. Consultant shall maintain the records and any other records related to the performance of this agreement and shall allow City access to such records for a period of four (4) years after the completion of the work to which records relate.

At City's request, or upon completion or termination of this agreement, Consultant shall return to City all plans, maps, cost estimates, project financial records, reports, and related documents.

All research information, plans, diagrams, financial records, reports, cost estimates or other documents prepared or obtained under the terms of this agreement shall be delivered to and become the property of the City and all data prepared or obtained under this contract shall be made available, upon request, to the City without restrictions or limitations on their use.

Consultant and its subcontractors shall maintain all books, documents, papers, employees' time sheets, accounting records, and other evidence pertaining to cost incurred and shall make such materials available at their respective offices at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract, for inspection by the City, State, F.H.W.A, and/or any authorized representatives of the Federal Government and copies thereof shall be furnished if requested. Consultant also agrees to submit all records, books, documents, and related material for audit evaluation by the City, State, F.H.W.A., or authorized representatives prior to, during, or four (4) years following this Project for the purpose of ascertaining applicable overhead rates, book, and record keeping procedures and other information as necessary.

(9) **Written Reports and Documents.** In accordance with Government Code section 7550, any document or written report prepared by Consultant for or under the direction of City shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of such document or written report; provided, however, that the total cost for work performed exceeds five thousand dollars (\$5,000). The contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report. When multiple documents or reports are the subject or product of this agreement, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or reports.

(10) **Record and Fiscal Control System.**

Consultant shall maintain its financial records and fiscal control systems in a manner that meets the approval of the City; it shall maintain personnel and payroll records to adequately identify the source and application of all received funds; withhold income taxes; pay employment (social security), unemployment compensation, worker's compensation and other taxes as may be due; and, procure and maintain a City of San Pablo Business License. Consultant shall maintain an effective system of internal control to assure that funds provided through the City are used solely for authorized purposes.

(11) **Access to Records; Audits.**

The City shall have access at any time during normal business hours and as often as necessary to any bank account and books, records, documents, accounts, files, reports, and other property and papers of Consultant relating to the services to be provided under this Agreement for the purpose of making an audit, review, survey, examination, excerpt or transcript.

(12) **Consultant's Testimony.** Consultant agrees to consult with City and testify at City's request at no additional cost other than normal witness fees if litigation is brought against City in connection with Consultant's services.

(13) **Designation of Primary Provider of Services.** This agreement contemplates the services of Consultant firm, Restoration Design Group. The primary provider of the services called for by this agreement shall be Erik Stromberg, who shall not be replaced without the written consent of City.

(14) **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this agreement. If City asks Consultant to remove a person assigned to the work called for under this agreement, Consultant agrees to do so immediately regardless of the reason, or the lack of a reason, for City's request.

(15) **Assignment and Subcontracting.** It is recognized by the parties that a substantial inducement to City for entering into this agreement was, and is, the reputation and competence of Consultant. The assignment of this Agreement by Consultant, or any interest therein, is prohibited without the prior written approval of City's **Public Works Director**. Consultant shall not subcontract any portion of the performance contemplated and provided for herein without prior written approval of the City's **Public Works Director**.

(16) **Insurance.**

A. **General, Automotive, and Employer's Liability, and Workers' Compensation Provisions.** On or before beginning any of the services or work called for by any term of this agreement, Consultant, at its own cost and expense, shall carry, maintain for the duration of the agreement, and provide proof thereof that is acceptable to the City the insurance specified herein below with insurers and under forms of insurance satisfactory in all respects to the City. Consultant shall not allow any subcontractor to commence work on any subcontract until all insurance required of the Consultant has also been obtained for the subcontractor. Consultants shall maintain limits no less than set forth below. If the consultant maintains higher limits than the minimums shown above, the City shall be entitled to coverage for the higher limits maintained by the consultant.

1. General Liability:	\$2,000,000
(Includes operations, products and completed operations.)	

Per occurrence for bodily injury, personal injury, and property damage.

2. Automotive Liability:	\$1,000,000
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Per accident for bodily injury and property damage

3. Workers' Compensation: As Required by the State of California. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents and subcontractors.

4. Employers' Liability: **\$1,000,000 each accident;**

\$1,000,000 policy limit bodily injury by disease, **\$1,000,000** each employee bodily injury by disease.

5. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

6. Other Insurance Provisions

The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

- The City, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant; and with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (form CG 20 10 11 85, or forms CG2010 version 10/01 and GC 2037 versions 10/01 or equivalent) to the Consultant's insurance policy, or as a separate owner's policy.
- For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice has been provided to the City.
- Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:
 - (i) City, its officers, employees, agents, and volunteers are to be covered as insureds as respects each of the following: liability arising out of activities performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant;

or automobiles owned, leased, hired, or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, employees, agents, or volunteers.

(ii) The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

(iii) An endorsement must state that coverage is primary insurance and that no other insurance affected by the City will be called upon to contribute to a loss under the coverage.

(iv) Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

(vi) Notice of cancellation or non-renewal must be received by City at least thirty days prior to such change.

Deductibles and Self-Insured Retentions. Consultant shall disclose the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this agreement. During the period covered by this agreement, upon express written authorization of City Manager, Consultant may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The City Manager may condition approval of an increase in deductible or self-insured retention levels upon a requirement that Consultant procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

Notice of Reduction in Coverage. In the event that any coverage required under this section of the agreement is reduced, limited, or materially affected in any other manner, Consultant shall provide written notice to City at Consultant's earliest possible opportunity and in no case later than five days after Consultant is notified of the change in coverage.

7. Waiver of Subrogation

Consultant hereby agrees to waive subrogation which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

8. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII unless otherwise acceptable to the Entity. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

9. Verification of Coverage

Consultant shall furnish the City with endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that Insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the city, unless the insurance company will not use

the City's forms. All endorsements are to be received and approved by the City before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. As an alternative to the City's forms, the Consultant's insurer may provide complete copies of all required insurance policies, including endorsements effecting the coverage required by the specifications.

10. Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

B. **Professional Liability.** Consultant, at Consultant's own cost and expense, shall maintain for the period covered by this agreement professional liability insurance for licensed professionals performing work pursuant to this agreement in an amount not less than one (1) million dollars covering the licensed professionals' errors and omissions, as follows:

- (i) Any deductible or self-insured retention shall not exceed \$50,000 per claim.
- (ii) Notice that cancellation, material change, or non-renewal must be received by the City at least thirty days prior to such change shall be included in the coverage or added as an endorsement to the policy.
- (iii) The following provisions shall apply if the professional liability coverages are written on a claims-made form:
 - 1. The retroactive date of the policy must be shown and must be before the date of the agreement.
 - 2. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the agreement or the work.
 - 3. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this agreement, Consultant must provide extended reporting coverage for a minimum of five years after completion of the agreement or the work. The City shall have the right to exercise at the Consultant's cost, any extended reporting provisions of the policy should the Consultant cancel or not renew the coverage.
 - 4. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this agreement.

C. **City Remedies.** In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option:

- (i) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the agreement;

- (ii) Order Consultant to stop work under this agreement or withhold any payment which becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof;
- (iii) Terminate this agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies City may have and is not the exclusive remedy for Consultant's breach.

(17) **Standard of Care.** It is understood and agreed that Consultant has the professional skills, experience, and knowledge necessary to perform the work agreed to be performed under this agreement, that City relies upon the professional skills of Consultant to do and perform Consultant's work in a skillful and professional manner consistent with the standard of care of the of the industry, and Consultant thus agrees to so perform the work. Acceptance by City of the work performed under this agreement does not operate as a release of said Consultant from such professional responsibility for the work performed. It is further understood and agreed that Consultant is apprised of the scope of the work to be performed under this agreement and Consultant agrees that said work can and shall be performed in a manner consistent with the standards of the profession. This standard of care is not intended and shall not be construed to impose an obligation on the City within the meaning of Government Code Section 815.6.

(18) **Indemnification for Specified Licensed Professionals.**

A. Consistent with California Civil Code Section 2782.8, when the services to be provided under this Agreement are design professional services to be performed by a design professional, as that term is defined under said section 2782.8, Consultant shall, to the fullest extent permitted by law, indemnify, defend and hold harmless City, and its employees, officials, volunteers and agents ("Indemnified Parties") from and against any and all losses, claims, damages, costs and liability of every nature, including reasonable attorneys' fees and costs, to the extent caused in whole or in part by any negligence, recklessness, or willful misconduct of Consultant, its officers, employees, agents, sub-consultants or subcontractors in performance of professional services under this Agreement.

B. Other than in the performance of professional services by a design professional, which shall be solely as addressed by subsection (a) above, and to the full extent permitted by law, Consultant shall indemnify, defend (with counsel acceptable to the City) and hold harmless City and any Indemnified Parties from and against any and all losses, claims, damages, costs and liability arising out of or resulting from the performance of this Agreement by Consultant, its officers, employees, agents, volunteers, subcontractors or sub-consultants, excepting only liability arising from the sole negligence, active negligence or willful misconduct of City. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution.

C. In the event that Consultant or any employee, agent, sub-consultant or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless

City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, sub-consultants or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

D. The review, acceptance or approval of the Consultant's work or work product by any Indemnified Party shall not affect, relieve or reduce the Consultant's indemnification or defense obligations. The provisions of this Section are not limited by and do not affect the provisions of this contract relating to insurance.

E. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply.

F. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration, and that these provisions survive the termination of this Agreement.

(19) Licenses.

If a license of any kind, which term is intended to include evidence of registration, is required of Consultant, its employees, agents, or subcontractors by federal or state law, Consultant warrants that such license has been obtained, is valid and in good standing, and Consultant shall keep it in effect at all times during the term of this agreement, and that any applicable bond has been posted in accordance with all applicable laws and regulations.

Consultant shall obtain and maintain a City of San Pablo Business License until all contract services are rendered and accepted by the City.

(20) Nondiscriminatory Employment Practices and Compliance With Law.

Consultant represents that it is an Equal Opportunity Employer and shall comply with applicable regulations governing equal opportunity employment. Consultant shall not discriminate in the employment of any person because of race, color, national origin, ancestry, physical or mental disability, medical condition, marital status, sex, age, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment and Housing Act. Consultant shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA) in performing its obligations under this Agreement. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for the immediate termination of, this Agreement. In performing work and providing services under this Agreement, Consultant shall, at its sole cost and expense, comply with all applicable laws of the United States and the State of California; the Ordinances of the City of San Pablo; and the rules, regulations, orders and directories of their respective administrative agencies and the officers thereof.

(21) Termination.

A. City may terminate this agreement at its sole discretion at any time prior to completion by the Consultant of the services required hereunder. Notice of termination of this agreement shall

be given in writing to the Consultant, and shall be sufficient and complete when same is deposited in the United States Mail, postage prepaid and certified, address as set forth in the first paragraph of this agreement. The agreement shall be terminated upon receipt of the Notice of Termination by the Consultant. If the City should terminate this agreement, the Consultant shall be compensated for all work performed prior to the time of receipt of cancellation notice, and shall be compensated for materials ordered by the Consultant or his employees, or services of others ordered by the Consultant or his employees, prior to receipt of notice of cancellation whether or not such materials or final instruments of services of others have actually been delivered, provided that the Consultant or his employees are not able to cancel such orders for materials or services of others. Compensation for the Consultant in the event of cancellation shall be determined by City in accordance with percentage of project completed and agreed to by the Consultant. In the event of cancellation, all notes, sketches, computations, drawings, and specifications or other data, whether complete or not, remain the property of the Consultant. The City may, at its own expense, make copies or extract information from any such notes, sketches, computations, drawings, and specifications, or other data whether complete or not.

B. Termination for Cause. City may terminate this agreement for cause by providing Consultant with one day's written notice of such termination should Consultant violate any of the terms and conditions of this agreement. In City's discretion and at City's option, such termination for cause may alternatively be accomplished, where Consultant fails to perform any of the obligations required of Consultant within the time and in the manner provided for under the terms of this agreement, within seven days after receipt from the notice of such default. Upon City's termination of this agreement for cause, City reserves the right to complete the work by whatever means City deems expedient and the expense of completing such work, as well as any and all damages to the extent caused by the negligent acts, intentional acts or errors or omissions of the Consultant, shall be charged to the Consultant.

C. Immediate Termination. City may terminate this agreement immediately in any case where the Consultant engages in fraudulent or criminal activities while performing its services under this agreement, or is otherwise determined to lack the necessary skills to accomplish the desired objectives.

(22) Notices. Notices required by this agreement shall be personally delivered or mailed, postage prepaid, as follows:

To Consultant: Erik Stromberg
2612B 8th Street
Berkeley, CA 94710

To the City: City Manager
13831 San Pablo Avenue
San Pablo, CA 94806

Each party shall provide the other party with telephone and written notice of any change in address as soon as practicable.

Notices given by personal delivery shall be effective immediately. Notices given by mail shall be deemed to have been delivered forty-eight hours after having been deposited in the United States mail.

(23) **Ownership of Materials.** Any and all documents, including draft documents where completed documents are unavailable, or materials prepared or caused to be prepared by Consultant pursuant to this agreement shall be the property of the City at the moment of their completed preparation. All materials and records of a preliminary nature such as survey notes, sketches, preliminary plans, computations and other data, prepared or obtained in the performance of this agreement, shall be made available, upon request, to City at no additional charge and without restriction or limitation on their use consistent with the intent of the original design.

(24) **Amendments.** This agreement may be modified or amended only by a written document executed by both Consultant and City's City Manager and approved as to form by the City Attorney. Such document shall expressly state that it is intended by the parties to amend the terms and conditions of this agreement.

(25) **Abandonment by Consultant.** In the event the Consultant ceases performing services under this agreement or otherwise abandons the project prior to completing all of the services described in this agreement, Consultant shall, without delay, deliver to City all materials and records prepared or obtained in the performance of this agreement, and shall be paid for the reasonable value of the services performed up to the time of cessation or abandonment, less a deduction for any damages or additional expenses which City incurs as a result of such cessation or abandonment.

Consultant agrees to be financially responsible to compensate City for any costs incurred by City in retaining the services of another to replace Consultant, but only to the extent that the costs of retaining the replacement exceed what remaining amounts would have been paid to Consultant under the contract had Consultant completed the project.

(26) **Waiver.** The waiver by either party of a breach by the other of any provision of this agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this agreement.

(27) **No Third-Party Rights.** The parties intend not to create rights in, or to grant remedies to, any third party as a beneficiary of this agreement or of any duty, covenant, obligation, or undertaking established herein.

(28) **Severability.** Should any part of this agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this agreement, which shall continue in full force and effect, provided that the remainder of this agreement, absent the unexcised portion, can be reasonably interpreted to give effect to the intentions of the parties.

(29) **Compliance with Laws.** In the performance of this agreement, Consultant shall abide by and conform to any and all applicable laws of the United States, the State of California, and City ordinances. Consultant warrants that all work done under this agreement will be in compliance with

all applicable safety rules, laws, statutes and practices, including but not limited to Cal/OSHA regulations.

(30) **Controlling Law.** This agreement and all matters relating to it shall be governed by the laws of the State of California.

(31) **Breach.** In the event that Consultant fails to perform any of the services described in this agreement or otherwise breaches the agreement, City shall have the right to pursue all remedies provided by law and equity. Neither payment by the City nor performance by Consultant shall be construed as a waiver of either party's rights or remedies against the other. Failure to require full and timely performance of any provision, at any time, shall not waive or reduce the right to insist upon complete and timely performance of such provision thereafter. Any litigation involving this Agreement or relating to the work shall be brought in Contra Costa County, and Consultant hereby waives the removal provisions of Code of Civil Procedure Section 394.

In the event of any suit, action or proceeding brought by either party for breach of any term hereof or to enforce any provision hereof, the prevailing party shall be entitled to recover its reasonable attorney's fees.

(32) **Inspection by Other Agencies.** Authorized representatives of the Federal Government, the California Department of Transportation, or other government agencies which have provided grant funding (if any) for the subject Project and the City may have the right to inspect the work of such services whenever such representatives may deem inspection to be desirable or necessary.

(33) **Conflict of Interest.** Consultant warrants and covenants that Consultant presently has no interest in, nor shall any interest be acquired in, any matter which will render the services required under the provisions of this agreement a violation of any applicable state, local, or federal law. In the event that any conflict of interest should nevertheless arise, Consultant shall promptly notify City of the existence of such conflict of interest so that the City may determine whether to terminate this agreement. Consultant further warrants its compliance with the Political Reform Act (Gov. Code ' 81000 et seq.) respecting this agreement.

Where City Manager determines, based on facts provided by city staff, that Consultant meets the criteria of section 18701 of the FPPC regulations, the individual providing services under this Agreement shall be considered a "designated employee" under the City's conflict of interest code, and shall be required to complete FPPC Form 700 regarding his or her economic interests in a timely manner.

(34) **Copyright.** Upon City's request, Consultant shall execute appropriate documents to assign to the City the copyright to work created pursuant to this agreement. The issuance of a patent or copyright to Consultant or any other person shall not affect City's rights to the materials and records prepared or obtained in the performance of this agreement. City reserves a license to use such materials and records without restriction or limitation consistent with the intent of the original design, and City shall not be required to pay any additional fee or royalty for such materials or records. The license reserved by City shall continue for a period of fifty years from the date of execution of this agreement unless extended by operation of law or otherwise.

(35) **Whole Agreement.** This agreement constitutes the entire understanding and agreement of the parties. This agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

(36) **Multiple Copies of Agreement.** Multiple copies of this agreement may be executed but the parties agree that the agreement on file in the office of the City Clerk is the version of the agreement that shall take precedence should any differences exist among counterparts of the document.

IN WITNESS WHEREOF, Consultant has executed this agreement, and the City, by its City Manager, who is authorized to do so, has executed this agreement.

APPROVED AS TO FORM:

CITY OF SAN PABLO

A Municipal Corporation

By _____
Lynn Tracy Nerland, City Attorney

By _____
Matt Rodriguez, City Manager

[NAME OF CONSULTANT]

By _____
Consultant, Restoration Director, Erik Stromberg

ATTEST:

By _____
Elizabeth Pabon-Alvarado, City Clerk

Dated _____

Attachments:

Exhibit A: Restoration Design Group Wildcat Creek Restoration and Greenway Trail Design and Permitting Consulting Services dated September 19, 2017

Exhibit B: RDG updated Scope and Fee Proposal, dated October 4, 2017

Exhibit C: The City's Request for Proposal, dated August 17, 2017



WILDCAT CREEK RESTORATION AND GREENWAY TRAIL DESIGN AND PERMITTING CONSULTING SERVICES

CITY OF SAN PABLO

PROPOSAL

Restoration Design Group (Prime)
Kister, Savio & Rei (Survey and Demolition)
WHM, Inc. (Electrical and Lighting)
Wood Biological Consulting (Biology)
William Self Associates (Cultural Resources)
Geosphere Consultants (Geotechnical)
Impact Sciences (CEQA)
Leslie Stone Associates (Interpretive)

Landscape Architecture ■ Restoration Engineering ■ Environmental Planning

Restoration Design Group, Inc.

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18 September 2017

Amanda Booth
Environmental Program Analyst
San Pablo Engineering
City of San Pablo
13831 San Pablo Avenue, Building 3
San Pablo, CA 94806

RE: Proposal for Wildcat Creek Restoration and Greenway Trail - Design and Permitting Consulting Services

Dear Amanda:

Thank you for the opportunity to present our qualifications for the Wildcat Creek Restoration and Greenway Trail - Design and Permitting Consulting Services Project. We always enjoy working with the City of San Pablo on Wildcat Creek. We have had very fruitful and effective collaborations with you in the past and we hope our proposal reflects this and distinguishes our team.

Our primary focus in selecting our team and designing our scope of work has been on meeting the City's March 30, 2018 deadline for the 100% designs. We have selected team members who not only have the availability to complete the project on this schedule but also have pre-existing experience on-site and on Wildcat Creek that will help expedite the work.

The RFP notes that interviews will be held during the week of October 2nd. Please note that I will be unavailable on October 5th and 6th. If we are fortunate enough to be selected for an interview and the City is not able to hold them on October 2nd, 3rd, or 4th, Rich Walkling and Drew Goetting will attend on RDG's behalf. We appreciate the consideration.

If you require any clarification or additional information, please contact me at 510.644.2798 x3 or erik@rdgmail.com. My signature below serves as approval of this proposal. I am authorized to execute legal documents on behalf of RDG.

Thank you again for your consideration. We look forward to your decision.

Sincerely,

Erik Stromberg, Restoration Director
Restoration Design Group

**RESTORATION
DESIGN
GROUP, INC**

BERKELEY
2612B 8th Street
Berkeley
California 94710
510.644.2798

MOUNT SHASTA
1808 Deetz Road
Mount Shasta
California 96067

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Project Team and Org Chart



RDG has assembled a multi-disciplinary team for the City of San Pablo that is primarily focused on completing the 100% designs of the project by March 30, 2018. In its selection, RDG combined firms that it knew could complete the necessary work quickly, with firms that had extensive experience on Wildcat Creek and could apply this experience to significantly expedite the project. Below, we highlight the eight firms on the RDG Team.

Restoration Design Group

The Restoration Design Group is a restoration, landscape architecture, civil engineering and planning firm best known to the City of San Pablo for its preliminary work on this site and its earlier work on the Davis Park Daylighting project, Davis Park Emergency Repair Project, and the 2008 River Parkways grant application for the Davis Park project. We have had a long history with the City of San Pablo and for other agencies on Wildcat Creek and hope to continue this fruitful relationship.

RDG is dedicated to creating accessible, diverse, and ecologically rich landscapes. We create places for people to play, to observe, to retreat and to relax - to be

reminded of the restorative and stimulating powers of the natural world. Since 2003, RDG has maintained a broad practice in restoration, civil engineering, and landscape architecture emphasizing:

- Restoration design and engineering
- Habitat management
- Public access and trail design
- Project management and planning
- Production of design plans and specifications
- Regulatory permitting
- Construction oversight

RDG generally serves as the prime and project manager on its projects and specializes in managing large teams of experts while simplifying complex technical concepts so that clients can make informed decisions about restoration and management.

RDG has been involved in restoring Wildcat Creek since Principal Drew Goetting helped design the restoration at 23rd Street twenty years ago.

Kister, Savio & Rei

RDG coordinated closely with Kister, Savio & Rei (KSR) on the conceptual designs for the Wildcat Creek Restoration and Greenway Trail. KSR was the lead civil engineer and surveyors on the Plaza San Pablo project responsible for grading, paving, drainage and utility plans, coordination of design private/public street layout, aerial surveys, design-level topographic survey, boundary survey, utility surveys, easements, supplementary cross section surveys, tentative and final map, and monuments.

Given KSR's intimate familiarity with the site and our excellent experience working with them on multiple projects, RDG asked KSR to join the RDG Team to expedite the survey and civil engineering design tasks (building demolition plans) and facilitate coordination between the creek/greenway project and the larger Plaza San Pablo project.

KSR is a multi-discipline land surveying and civil engineering consulting firm located in the City of Pinole, California serving The Bay Area. The company has a staff of engineers, surveyors, drafters, technicians, and administrative support staff. The firm has broad capabilities in the civil and surveying fields. Civil Engineering experience includes commercial and residential land development projects, public works projects for cities, counties and special districts, drainage and flood control, wastewater collection, streets and highways. Land Surveying experience includes property boundary surveys, subdivision and parcel maps, topographic and GPS surveys, ALTA Surveys, Geotracker Surveys, construction layout and staking, and surveying for Industrial Plants and Landfills. All surveyors are BATC Trained and Active in DISA.

WHM, Inc.

WHM, Inc., will serve as the electrical engineer and lighting designer for the trail lighting on the Wildcat Regional Trail. WHM, Inc. has extensive experience working in West Contra Costa County and has partnered with Kister, Savio & Rei on many projects. WHM Inc. has over 35 years of experience designing lighting and electrical systems for educational, commercial and medical facilities throughout Northern California and beyond. Project listings include Educational, Performing Arts, Parking Structures, Medical, Municipal, Police and City Hall, Hospitality, Industrial, Commercial, Worship, Retail, Recreational, Multi-Family, Financial, Restaurants and Residential Facilities.

Services:

- Economic and Feasibility Studies
- Emergency Power Systems Design
- Lighting Design and Engineering
- Communication and Signal Systems
- Instrumentation and Control System Engineering
- Energy Conservation Evaluations
- Electrical Distribution Systems for Industrial, Recreational, Commercial, and Institutional Complexes
- State of California, Title 24 Electrical Documentation

Wood Biological Consulting, Inc.

RDG has worked on many projects throughout Northern California with Wood Biological Consulting, Inc. (WBC). WBC is also well known to the City of San Pablo for its monitoring work at Davis Park and the Rumrill Bridge project (over San Pablo Creek). RDG has always found WBC to provide top-notch biological consulting and, most relevant to this project, WBC is

quick and efficient.

WBC has over 30 years of professional experience in biological consulting, assisting clients in complying with the myriad of laws regulating rare species, wetlands, streams, and habitats. WBC has participated in over 600 projects ranging from large-scale efforts requiring coordination of numerous regulatory agencies and experts to small-scale projects requiring minimal agency involvement.

William Self Associates

Grading near a creek almost always requires a cultural resources assessment (particularly for the US Army Corps 404 certifications) and the demolition of the building on Vale will require the assessment of an historical architect. RDG has been working with William Self Associates (WSA) on comparable projects in east Contra Costa County and has asked them to provide similar services on this project.

WSA was established in 1988. With corporate registration in California, Arizona, Texas, and Utah, WSA is one of the most respected full-service cultural resource management firms in the U.S. WSA's cultural resources services cover all aspects of the discipline including historic and prehistoric archaeology, osteology, paleontology, architectural history, maritime archaeology/remote sensing and GIS services.

With offices in the San Francisco Bay Area (Orinda), Tucson, AZ, Austin, TX (Round Rock), Cedar City and Salt Lake City, UT, WSA conducts work throughout the Pacific, Southwest, Southern and both Great Basin and Intermountain regions of the U.S.

Geosphere Consulting

RDG has employed Geosphere Consultants Inc. (Geosphere) for geotechnical investigations on creek restoration projects on Sausal Creek in Oakland, Mill Creek in San Ramon, and Horse Valley in Brentwood. The range of geotechnical consulting is broad and varies by project considerably. We have found that Geosphere is skilled at determining the most cost effective investigation strategy to address geotechnical needs during both the investigation and construction phase (when many other geotechnical consulting would bill heavily for unnecessary time on-site).

Geosphere Consultants, Inc. is a professional service consulting firm providing innovative and creative earth and water geosciences solutions to the design and construction environment. The firm is founded on the principle of providing clients value added solutions through a high level of technical expertise. Geosphere's staff is passionate about providing personalized service in the ever changing world of design and construction. Geosphere Consultants Inc. was created in 2007 as extension and growth of the previous 10 years of Consolidated Engineering Laboratories Geotechnical Engineering Division.

Impact Sciences

RDG has worked well with Impact Sciences (IS) on CEQA documents for creek and trail projects at Pinole Creek, Calabazas Creek, Marsh Creek, and Urban Tilth's Wildcat Creek restoration project in North Richmond. RDG finds IS to be clear, efficient, and easy to work with even on complex CEQA tasks.

Impact Sciences is a California-based, woman-owned small business enterprise that has been in business since 1988. Founded with a straightforward vision—to be better—IS has grown from a beginning

staff of two to become a solid, stable firm of about 13 employees with offices located in Oakland, Camarillo, and Pasadena. Impact Sciences' primary service area is the preparation of environmental impact reports (EIRs) and environmental impact statements (EISs), along with other CEQA and NEPA compliance documents such as Initial Studies/Mitigated Negative Declarations (IS/MND) and Environmental Assessments. IS also assists its clients with permitting under the Clean Water Act, state and federal Endangered Species Acts, and California Fish and Game Code.

The range of Impact Sciences' in-house technical services includes the following:

- Environmental Impact Reports/Statements
- Other CEQA and NEPA Compliance Documents
- Terrestrial Biological Surveys
- Wetlands Delineation and Permitting
- Planning Constraints Analyses
- Endangered Species Surveys
- Master Environmental Assessments
- Habitat Restoration Plans
- Mitigation Monitoring
- GIS Mapping and Analyses
- Permit Negotiations and Assistance

Clients include cities, counties, educational institutions (such as universities, community colleges, national laboratories, and school districts), state agencies such as the State Water Resources Control Board, and federal agencies.

Leslie Stone Associates

RDG has hired Leslie Stone Associates (LSA) for nearly all of its interpretive design projects in the past decade. LSA is best known for their interpretive design work in Yosemite Valley and the Yosemite Visitors' Center. They bring this same level of high quality interpretive design to all of their projects.

LSA is an interpretive planning and design firm based in Sausalito, California, specializing in interpretive design, planning, and installation of educational exhibits and learning environments in public spaces, including visitor centers, museums, parks, open spaces, and trails. Leslie Stone and her small, dedicated staff of designers have been creating interpretive materials and experiences for over 40 years. LSA's exhibits are thematically connected and accessible to a wide range of audiences with varying abilities. LSA works in diverse media, including graphics, industrial design, sculpture, landscape, public art, interiors, architecture and urban design. LSA has extensive knowledge of durable materials and general maintenance issues, and are very familiar with ADA accessibility standards for exhibits.



Statement of Qualifications

Key staff who will be directing the work on this project are described below. Resumes are available upon request. Specific relevant experience for comparable RDG projects is included in the following section (Comparable Projects).

Erik Stromberg, ASLA – RDG Project Manager

Erik Stromberg will manage the project and be the lead designer, coordinating all the details to design and produce construction documents for this project. Erik has served a similar role on the EBRPD's Wildcat Gorge Creek Trail Repair (EBRPD), Refugio Creek Restoration Project (City of Hercules), Wildcat Creek at Davis Park Daylighting (San Pablo), Davis Park Emergency Repair (San Pablo), Three Creeks Parkway Restoration (CCCFCFCD) and many more RDG projects in the East Bay. He brings together his expertise in science and design, focusing on the interaction between ecological and social processes within the built environment. Erik orchestrates RDG's collaboration with consulting scientists and leads the firm's stream restoration work and graphic production. He has taught graduate level courses in Geographic Information Systems (GIS) and Computers in Landscape Architecture and he is an appointed member of the Town of San Anselmo's Flood Committee. His technical expertise in fluvial geomorphology and restoration work is instrumental to this project.

Rich Walkling – RDG Permit/Public Outreach Support

Rich Walkling will provide contract management, permit assistance, and public outreach support to for the project. For nearly twenty years, Mr. Walkling has directed resource management and restoration planning projects. For the past 15 years, he has been an active contributor to the Wildcat San Pablo Watershed Council. Prior to joining RDG, he spent seven years with a small Bay Area non-profit organizing communities around watershed and open space planning. Rich's community organizing and public outreach around watersheds in the East Bay were featured in an exhibit at the Oakland Museum of California. Rich has served as the vice-president of the Golden Gate Audubon Society, board chair for Urban Tilth, and board member for Citizens for East Shore Parks. He has also been an appointed member of the East Bay Regional Park District Park Advisory Committee.

Matt Thomas, PE – RDG Civil Engineer

Matt Thomas will provide hydraulic modeling, civil engineering design, sediment transport analysis, and assessment support to the project, especially relating to bank strength, stability, watershed hydrology, and creek hydraulics. Matt has served similar roles in the preliminary design stages of the Wildcat Creek Restoration and Greenway Trail project, Three Creeks Parkway Restoration, and other RDG projects. Matt completed modified and ran the current model for the lower 700 feet of the project. Matt Thomas holds an MS in civil engineering with an emphasis in water resource management from Colorado State University and a genuine passion for rivers. He brings a decade of civil engineering consulting experience to RDG and to this project.

Matt Rei, PE – KSR Civil Engineer

Matt Rei has 33 years of continuous and local experience in Civil Engineering Design and Land Surveying for a wide variety of Public Works and private development projects. His public works project experience includes projects for the Cities of Oakland, Emeryville, Berkeley, Albany, El Cerrito, Richmond, San Pablo, Pinole, and Hercules, projects for the redevelopment agencies of Richmond, projects for school districts such as UC Berkeley, WCCUSD, Oakland Unified, Athenian Schools, Prospect Sierra, and projects for West County Wastewater District. As Principal-in-Charge for projects undertaken by Kister, Savio & Rei, Inc., Mr. Rei is involved in quality control, cost monitoring, engineering design, specification writing, client contact, and coordination with architects and engineers.

Pat Rei, LLS – KSR Surveyor

Pat Rei has 32 years of continuous and local experience in Land Surveying for a wide variety of Public Works and private development projects. His public works project experience includes projects for the Cities of El Cerrito, Richmond, San Pablo, Pinole, Hercules, Albany and Berkeley. He has, also, been involved in projects for the Redevelopment Agencies of Richmond, Pinole, and San Pablo.

As Principal-in-Charge for projects undertaken by Kister, Savio & Rei, Inc., Mr. Rei is involved in boundary and right-of-way surveys, subdivision layout, A.L.T.A. Surveys, Topographic Surveys, construction staking, industrial plant construction, sanitary landfill monitoring and construction. He is, also, responsible for contract management, supervision of drafters and coordination of field surveying activities and office computations.

Tiffany Kane - WHM Electrical Designer

Tiffany Kane's 20 years of experience include lighting, power, fire alarm, security, intercom and computer infrastructure design with total project costs totaling more than 300 million dollars. In addition, she has extensive experience with DSA, CA Title 24, California High Performing Schools (CHPS), and LEED requirements. Her work includes campus-wide modernizations, fire alarm system replacements and new construction. To date Ms. Kane has completed over 300 DSA approved projects. Ms. Kane was the Project Manager for the new Dougherty Valley High School in San Ramon. The new high school campus consisted of over 11 classroom and administration buildings, pool, athletic facilities, and performing arts theater. Construction costs exceeded \$120 million. She also completed a new voice evacuation fire alarm system for Las Positas College and provided consulting services to the district.



Mike Wood – WBC Biologist

Mike Wood is the biologist for the City of San Pablo's Davis Park Daylighting Project, Rumrill Bridge Replacement Project, and several RDG projects including the Three Creeks Parkway Restoration Project. Mike has over 30 years of professional experience in biological consulting, assisting clients in complying with the myriad of laws regulating rare species, wetlands, streams, and habitats. Mike earned a Master's Degree in Ecology and Systematic Biology from San Francisco State University and a Bachelor's Degree in Ornamental Horticulture from California Polytechnic University at San Luis Obispo. Over the course of his career, Mike has participated on over 600 projects ranging from large-scale efforts requiring coordination of numerous regulatory agencies and experts to small-scale projects requiring minimal agency involvement. Mike serves as co-chairman of the rare plant committee of the Yerba Buena Chapter (San Francisco) of the California Native Plant Society. He recently compiled the Annotated Checklist of the Vascular Plants of San Francisco's Natural Areas and has completed site-specific checklists for 58 of the City's 67 natural areas. He has also self-published *The Extant and Extirpated Rare Plants of San Francisco County*, *The Extirpated Plants of San Francisco*, and *The Locally Significant Plant Species of San Francisco County*.

Jim Allen, PhD, RPA – WSA Cultural Resources Expert

James M. Allan, Ph.D., RPA, has more than 33 years of experience in cultural resource management, involving historic, maritime, and prehistoric archaeology investigations. In addition to his work overseeing WSA's California, Arizona, Utah and Texas offices, he has served as Principal Investigator on numerous projects in the San Francisco Bay area, including the 300 Spear Street Project, during which he oversaw the recovery of the intact post-Gold-rush era whaling ship Candace, and the excavation of the Hare ship breaking yard - one of San Francisco's earliest entrepreneurial enterprises. He directed the archaeology for the 201 Folsom Street Project in which the only extant example of an intact Gold Rush-era lighter was excavated and recovered, as well as the Muni Metro Turnback Project, a \$275M transit extension in downtown San Francisco that included excavation of a portion of the historic ship Rome from the project alignment, and the 400 Howard Street Project, during which the remains of San Francisco's first coal gasification plant were excavated. He has also served as the Principal Investigator for remote sensing and underwater resource evaluation of the Oakland-San Francisco Bay Bridge, Carquinez Bridge, Benicia Bridge and Richmond-San Rafael Bridge seismic retrofit projects for Caltrans and has conducted remote sensing archaeological investigations in San Francisco Bay on behalf of the U.S. Army Corps of Engineers.



Heather Price, PhD – WSA Cultural Resources Expert

Heather Price, Ph.D., RPA, has been a professional archaeologist for over twenty-five years with a wide range of experience encompassing cultures throughout the United States, Europe and Mongolia. She received her Ph.D. in Anthropology at the University of California, Berkeley. Dr. Price is a member of the Registry of Professional Archeologists and has worked in California archaeology since 1988. She is WSA's Pacific Region Senior Project Director with management oversight for all WSA projects in California, Oregon, Washington, Idaho, and northern Nevada. Dr. Price has extensive experience in preparation of CEQA/NEPA and Section 106 permitting documents, survey and excavation techniques, curation, technical reporting and preparation of Mitigation and Monitoring Plans. She has served as Project Director for the Contra Costa Water District's Los Vaqueros Reservoir Expansion Program since 2003, developing CEQA/NEPA and Section 106 permitting documents, including the cultural section of the EIR/EIS, the MOA, Historic Property Treatment and Historic Property Discovery Plans and directing related archaeological investigations, lab work, and reporting. She also prepared the Public Education Plan and Cultural Resources Management Plan. She is preparing the Transbay Transit Center Project Supplemental EIR/EIS, having developed the permitting documents and served as Project Director for mitigation of cultural resources for the Transbay Transit Center Project in San Francisco from 2005-2011. Dr. Price developed permitting documents for the BART Seismic Retrofit Program (Caltrans Section 106), the SFPUC's Bay Division Pipeline Project (CEQA/NEPA), and the Napa County Environmental Review (Napa).

Corey Dare, PE, GE – Geosphere Geotech Engineer

Corey has 30 years of professional experience in geotechnical engineering and geotechnical construction observation and special inspection and materials testing services and an ME, MS, and BS in Civil Engineering from the University of California, Berkeley. Corey is experienced in the direction of geotechnical construction and materials testing and observation programs. His geotechnical and civil engineering expertise includes the planning, supervision, and/or performance of various civil engineering related project work, and geotechnical engineering studies for a variety of projects, including schools and hospitals, commercial and residential projects, roads and streets, and water and wastewater facilities. Project clients have included hospitals and school districts, cities and counties, government agencies, water and wastewater districts, commercial businesses, retail companies, architects and engineers, and real estate developers.

Shabnam Barati, PhD – Impact Sciences CEQA Consultant

Dr. Barati has managed numerous complex and high profile CEQA and NEPA projects for more than 27 years. She is well known for the depth of her CEQA knowledge and her dedication to producing thorough, well scoped documents that stand up to legal review and challenge. Some of her recent creek restoration, open space and park projects include an IS/MND for the Three Creeks Parkway Restoration Project in the City of Brentwood, Calabazas Creek Open Space Preserve Management Plan in Sonoma County, and an IS/MND for the Davis Park Master Plan in San Pablo.

Angela Pan – Impact Sciences CEQA Consultant

Ms. Pan has assisted in the preparation of a number of environmental documents pursuant to CEQA, including Initial Studies and sections and background reports for EIRs for a variety of projects, including creek restoration projects. Her responsibilities have included assisting in the drafting of EIRs, ISs, EA, MMRPs, and other compliance documents, as well as utilizing CalEEMod modeling software to estimate project air quality and greenhouse gas emissions, conducting onsite environmental noise monitoring, and completing the subsequent CEQA analyses. She recently prepared the Three Creeks Parkway Restoration Project IS/MND for a stream restoration project in Brentwood, Calabazas Creek Open Space Preserve Management Plan IS/MND in Sonoma County, and an EIR for a trail project in Petaluma.

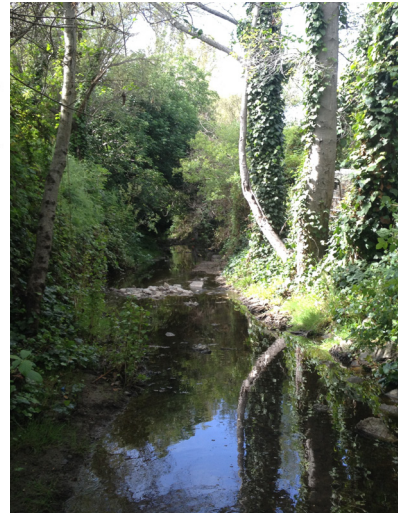
Leslie Stone – LSA Interpretive Designer

Leslie Stone has 25 years of experience in environmental and graphic design, exhibit design, way finding, and educational projects. She has received several awards for her design work, including recent honors from the National Park Service, the America Association of Museums, and the Northern California Chapter of the ASLA. Leslie graduated from the UCLA School of Design in 1976. Leslie is best known for her interpretive design work at the Yosemite National Park Visitors Center and around Yosemite Valley.



Comparable Projects/References

WILDCAT/CIRCLE S



Team Members: RDG, KSR

Reference: Wildcat Creek-Amanda Booth, Environmental Programs Analyst, City of San Pablo, 510.215.3066, amandab@sanpabloca.gov / Circle S-Charles Ching, Assistant to the City Manager, 510.215.3004, CharlesC@sanpabloca.gov

Type: Preliminary design and modeling of portion of Wildcat Creek Restoration and Greenway Trail project

Client Type: Municipality

Size: Concept designs: 1,800 linear feet; 35% plans and modeling: 700 linear feet / Circle S: 14 acres

Current Status: Accepting proposals for final design

Technically two adjacent projects, KSR and RDG collaborated on the re-development of the then Circle S site and the preliminary designs and modeling of the Wildcat Creek and greenway improvements. For the Circle S project, KSR was the lead firm responsible for weekly meetings with City and consultants, grading, paving, drainage and utility plans, Coordination of design private/public street layout KSR also performed the aerial surveys, design level topographic survey, boundary survey, utility survey, easements, supplementary cross section survey, tentative and final map, set monuments.

Based on the boundaries of the two creek parcels established by KSR, RDG developed a conceptual design to verify that a stable creek restoration and trail could be built in the available space. RDG, KSR, and the City worked together to slightly modify the parcel boundaries to better meet the needs of the creek and trail. RDG re-directed funding available from a Department of Water Resources IRWMP grant to advance the designs and complete the modeling for the lower 700 feet of the project. RDG participated in grant agency site visits with the City and Resources Agency.

WILDCAT CREEK DAYLIGHTING AT DAVIS PARK



Team Members: RDG, Wood Biological, Impact Sciences, The Watershed Project

Reference: Adele Ho, former City Engineer, City of San Pablo, (510) 815-4043, adelehope@aol.com

Type: Design of creek daylighting, restoration, and public access (bridge and trail realignment), post-project monitoring

Client Type: Municipality

Size: 600 linear feet

Current Status: Constructed in 2012, completed 5-year post project performance evaluation

For the City of San Pablo, RDG design the demolition of 600 foot-long double barrel culvert in Davis Park (one of two permanent barriers to fish migration between the Bay and potential spawning grounds in Wildcat Canyon Regional Park) and the creek restoration and park improvements that supplanted the culverts. To accommodate the new creek channel, RDG re-designed the baseball field, soccer field, ball field lighting, a pedestrian bridge, and the minor realignment of the Class I trail. Like the Wildcat Creek Restoration and Greenway Trail project, RDG was responsible for all restoration engineering, modeling, Class I trail design and engineering, planting plan, and permitting. Impact Sciences completed the CEQA analysis and Wood Biological served as the project biologist.

THREE CREEKS PARKWAY RESTORATION



Team Members: RDG, Wood Biological, William Self Associates, Impact Sciences

Reference: Tim Jensen, Senior Civil Engineer, CCCFCD, 925.313.2390, tim.jensen@pw.cccounty.us

Type: Creek restoration and greenway trail

Client Type: County/NGO (joint clients)

Size: 4,000 linear feet

Current Status: 50% plans and modeling complete, construction 2018

RDG has been working for the past two years to plan and design the Three Creeks Parkway Restoration Project for the County flood control district, American Rivers, and the City of Brentwood. The project will restore 4,000 linear feet of Marsh Creek in central Brentwood and realign and extend the Marsh Creek Regional Trail. Like the Wildcat Creek Restoration and Greenway Trail project, RDG is responsible for all restoration engineering, modeling, Class I trail design and engineering, planting plans, and permitting. Impact Sciences completed the CEQA analysis, Wood Biological serves as the project biologist, and William Self Associates are the cultural resource specialists. The project will go to construction in 2018 with funding from the Resources Agency, Delta Conservancy, Delta Stewardship Commission, and other grant programs.

PINOLE CREEK DEMONSTRATION PROJECT



Team Members: RDG, Impact Sciences

Reference: Winston Rhodes, Planning Director, City of Pinole, 510.724.8912, WRhodes@ci.pinole.ca.us

Type: Creek restoration and greenway trail

Client Type: Municipality

Size: 1,000 linear feet

Current Status: Constructed 2011

RDG completed the Pinole Creek Vision Plan in 2003 which identified a priority creek restoration project at the mouth of Pinole Creek. With the City of Pinole and the County flood control District, RDG secured what was then the largest River Parkways grant allocation to restore 1,000 linear feet of the creek channel and Class I trail. Like the Wildcat Creek Restoration and Greenway Trail project, RDG performed all restoration engineering, modeling, Class I trail design and engineering, planting plan, and permitting. Impact Sciences completed the CEQA analysis. The momentum created by the project has led to other restoration projects on the creek including last year's fish ladder just upstream of downtown Pinole.

CODORNICES CREEK GREENWAY



Team Members: RDG, Leslie Stone Associates

Reference: Jeff Bond, Director of Planning, City of Albany, 510.528.5760 ,jbond@albanyca.org

Type: Creek restoration and greenway trail

Client Type: Municipality

Size: 1,500 linear feet

Current Status: Third of four phases completed in 2011, fourth phase 100% plans complete, awaiting funding

Starting in 2004 and continuing until today, RDG has designed all four phases of the Codornices Creek Greenway project on the border of Berkeley and Albany. The project has converted a ditch into 1,500 linear feet of creek and riparian habitat (see before and after photos above). Like the Wildcat Creek Restoration and Greenway Trail project, RDG performed all restoration engineering, modeling, Class I trail design and engineering, demolition of built structures, planting plan, and permitting. The City of Albany constructed Phase I in 2004, Phase II in 2005, Phase III in 2011, and completed the designs for Phase IV in 2016. Phase IV is awaiting a funding source prior to construction. RDG secured nearly \$4 million in grant funding from the Resources Agency and Coastal Conservancy to fund the projects for its clients.

Project Approach

Below we describe our approach to some of the key elements of the project. Task details and a schedule of work are included in the Work Program section below.

Creek Restoration Engineering and Design

The City's objectives for the creek design are to:

- Effectively transport sediment through the reach
- Increase the amount of pool habitat to a 1:1 riffle to pool ratio
- Increase in-stream habitat complexity for trout
- Widen floodplain to accommodate larger flow volumes and reduce erosive energy

RDG has been working since 2013 on concept and partial 35% designs that meet these goals. We will apply our approach to achieve these goals along the entire 2,200 linear feet of restoration. We employ three analytical methods to triangulate on a preferred channel design.

Analog Method/Reference Reaches

RDG estimates stable channel dimensions by inspecting nearby physiographically similar channels. Fortunately, much of this work on Wildcat Creek has been done over the past 20 years by Laurel Collins and RDG has been monitoring the Davis Park project for the past five years and has all the necessary data in-house. RDG will utilize the analog method approach to expand the stable channel geometry estimates already established in the lower reach of the project for the entire 2,200 linear feet.

Hydraulic Geometry Method

The hydraulic geometry method is similar to the analog method but it tends to look at a larger data set. The analog method may

examine two or three reference reaches in detail. The hydraulic geometry method looks at larger data sets to develop regional curves. Again, this information is available from Laurel Collins' studies which RDG has in-house. The regional curves for Wildcat Creek and more broadly the East Bay region of the San Francisco Bay will provide a second set of estimates of channel geometry.

Empirical Method/Modeling

Empirical methods for alluvial channel designs rely on well-established hydraulic equations to generate stable channel designs. In this case, RDG will employ a 2-D HEC RAS model to test the hydraulic geometry and confirm that the intended pool reaches have higher shear stresses during high flows to maintain them over time and that the riffles and banks have lower velocities and shear stresses to reduce destabilizing erosion. The modeling will also ensure that the project does not increase flood risk and help identify low-velocity refuge for trout during high flows.

Given the short amount of time available for design, RDG does not have the time to complete detailed sediment studies (e.g., sediment load, tracer and activation studies, bed characterization, sand fraction). If sufficient information exists within previous studies on Wildcat (mostly likely Questa's 2007 report on Davis Park), RDG will augment its channel design with an evaluation of sediment inputs and mobility through the channel reach. In many ways, this is simply more confirmation for the reference reach, hydraulic geometry, and empirical methods. The sediment analysis will likely confirm the conclusions reached by the other analyses.

As it did with the lower 700 linear feet of channel and also at Davis Park, RDG will identify opportunities in the upper reach for employing woody material salvaged on-

site during grading operations to increase fish habitat and channel complexity. Given the constraints on the site, these features will provide deeper pools and refuge often provided by undercut banks on meander bends in unconstrained alluvial creeks. Similarly, RDG will identify opportunities for back channel habitat in the new floodplain to benefit trout. These will be included in the modeled geometry to ensure long-term stability.

The permitting agencies will be particularly interested in the channel dimensions of the restored alluvial channel. RDG will document its assumptions and findings in a hydraulic modelling/design basis memo for the City and resource agencies.

Trail Design

RDG has prepared the concept design for 1,800 of the 2,200 feet of the project. A considerable amount of work went into the concept design for the trail layout. RDG employed (and will continue to employ for the remaining 400 feet) the CalTrans Class I bikeway standards. Given the site constraints, the trail necessarily deviates from the recommended turning radii in a few tight spots. RDG worked to reduce the turning radii in these spots by raising or lowering the trail as necessary. The remaining 400 linear feet will be a fairly straight shot to Vale Road. We recommend using permeable concrete which is similar in cost to permeable asphalt but more durable, lower-maintenance, and more attractive.

A successful trail is about much more than meeting CalTrans standards. This trail will serve the library and future City Hall and the trail and creek project will be high profile and hopefully well used. RDG's trail design methods intend to create a compelling trail experience. In the lower 700 feet, RDG has two overlooks to provide

opportunities to sit and reflect and will seek similar opportunities in the upper reach. RDG will revisit the adjacent developments (e.g., Lot E, library, City Hall) and identify the best ways for the trail to interact with circulation on the Plaza San Pablo site, provide eyes on the creek to discourage illegal encampments, and attract trail users. Interpretive features will invite and inform trail users. RDG will work with the City Maintenance staff to identify low-maintenance, low-water use, high aesthetic value landscaping to adorn the trail.

Interpretive Design

RDG worked with The Watershed Project on interpretive tiles for Davis Park provided by Helms Middle School students. We are pleased that TWP and EarthTeam are working on something similar for this site and we look forward to collaborating with them. We will ensure that surfaces are available for their preferred interpretive features and that our specifications match their interpretive needs. But in addition to the TWP/EarthTeam features, the City has asked for interpretive signs on site. RDG and Leslie Stone Associates will work with the City and solicit input through the public meeting process to design two interpretive signs that help tell the story of San Pablo, Wildcat Creek, and other information the City would like to convey. In urban settings, RDG and LSA nearly always work with high resolution porcelain enamel signs that are much more graffiti resistant than traditional sign materials. The location of these signs will depend on their content and on the relationship to the trail and surrounding projects.

CEQA

In 2013, the City completed a categorical exemption under CEQA Section 15333 (Class 33 exemption – small habitat restoration) and Section 15304 (Class 4 exemption - minor alterations to land) for a previous version of this project. The current project differs from the previous project in two respects: the current project would require the demolition of the building on a site adjacent to the creek, and the current project includes an additional 400 feet of creek restoration and trail construction.

The City has requested that the consultant team examine the current project and identify the appropriate approach to environmental clearance under CEQA. The CEQA clearance processed by the City would also be used by responsible agencies such as California Department of Fish and Wildlife and the Regional Water Quality Control Board to review the project and issue permits and approvals needed to implement this project. Our suggested approach to CEQA review for the proposed project, which is outlined below, takes the permitting requirements of these agencies into consideration.

Given the size, scale and nature of the proposed project, we believe the proposed project may continue to qualify for a Class 33 categorical exemption, which applies to projects not to exceeding five acres in area and assures the maintenance, restoration, enhancement, or protection of habitat for fish, plants, or wildlife. We believe that the proposed project would not qualify for a Class 4 categorical exemption as this exemption excludes work in a channel or waterway.

To ensure that the proposed project would not result in significant impacts, and would qualify for a Class 33 categorical exemption, we are of the opinion that three studies

should be conducted: (1) an evaluation of the area to be disturbed by the project and the potential for impacts on wetlands, riparian habitat, and special-status plant and wildlife species by a qualified biologist; (2) an evaluation of the building to be demolished and a determination whether or not the building is a historical resource to be prepared by a qualified architectural historian; and (3) a site reconnaissance survey for archaeological resources by a qualified archaeologist. We have included these studies in Task 1.

If the all three studies conclude no significant impacts that require imposition of mitigation measures, then the project would continue to qualify for the Class 33 categorical exemption. We will summarize conclusions of the review in a memorandum and submit to the City.

On the other hand, if the studies show potential impacts and require mitigation, we would recommend that an Initial Study/Mitigated Negative Declaration be prepared for the project (included in the scope as Alternate CEQA Task).

Permitting

Permitting on this project presents two challenges: design change requests and schedule. Modifications to the banks of Wildcat Creek will require a 401 Certification and a 1600 Lake and Streambed Alteration Agreement from the San Francisco Bay Regional Water Quality Control Board and the California Department of Fish and Wildlife, respectively. The City has listed improving in-stream habitat and increasing pools among its objectives. Additionally, there is a significant amount of concrete debris in the channel. Addressing both of these will require work within the bed of the creek and thus likely require a permit from the US Army Corps (404).

Fortunately for both the schedule and the potential for resource agency-demanded design changes, RDG and the City have already had site visits with the RWQCB and a conference call with CDFW, RWQCB, and the National Marine Fisheries Service. The agencies have given their informal approval of the concept design and have communicated to RDG their preferences.

The biggest challenge will be the extent of willow planting. At Davis Park, RDG and the City had designed the planting plan to focus willows on the outside bends. The RWQCB insisted that the project more than double the number of willow poles and line both banks of the entire channel. Their reasoning was that it was necessary for stability and temperature controls. While Davis Park has performed admirably from a geomorphic and vegetation perspective, the density of willows has had unintended negative consequences. They have isolated the creek corridor from the rest of the park and provided refuge for illegal encampments and dumping.

For this project, RDG will focus willow staking along pools on the outside bends of the creek. This will provide the shade for summer pools and stability on the outside bends where shear stresses are highest. With the 2-D modeling, we'll be able to demonstrate that the vegetation treatment we suggest is sufficient to resist shear stresses. Given that the trees on the left bank (importantly – the south side of the creek) will be left in place, shading and temperature should not be an issue. The City and RDG can point to the aesthetic and public safety challenges presented by the Davis Park willows to help argue for a more reasoned approach to willow planting. We believe that we have designed a study plan for this project that will support the City's preferred planting plan.

In order to expedite the schedule, RDG will submit the JARPA permit applications with the 60% plans early in the design process. CDFW has a limited time to respond to permit applications but the RWQCB and USACE are on their own schedule subject to staff availability. Since the RWQCB has indicated their support for the concept designs, we believe we will be able to expedite review of the project and secure a permit application quickly.

Grant Management

Approximately 90% of RDG's creek restoration projects have been grant funded, often by the Resources Agency. We have written grant applications (including the Davis Park grant) that have secured over \$10 million in grant funds for our clients. We are very familiar with the reporting and contracting requirements of grant programs. We completed all of the post-project reporting (minus the financial reporting) for the Davis Park Project. We are currently completing the post-project grant reporting for the City of Oakland's Sausal Creek Daylighting project.

One strategy we can employ is to track trail design billing separate from the creek elements of the project. The creek and trail are funded by distinct grant programs. For simplicity sake, the scope below is shown with single design tasks but prior to contracting, we could reorganize the scope and fee to facilitate the City's grant reporting.

Special Requirements

Grant Requirements

Over the past 14 years, RDG has specialized in projects funded by state grant programs. RDG has secured over \$10 million in state funding for its clients' projects. For example, RDG drafted the River Parkways Grant application for Davis Park in 2008, structured its scope of work to easily roll into grant reporting, and assisted in closing out the project with the State on behalf of the City of San Pablo. We are well-known to and appreciated by the funding agencies for our efficient use of State funds and simple, flexible reporting.

Insurance Statement

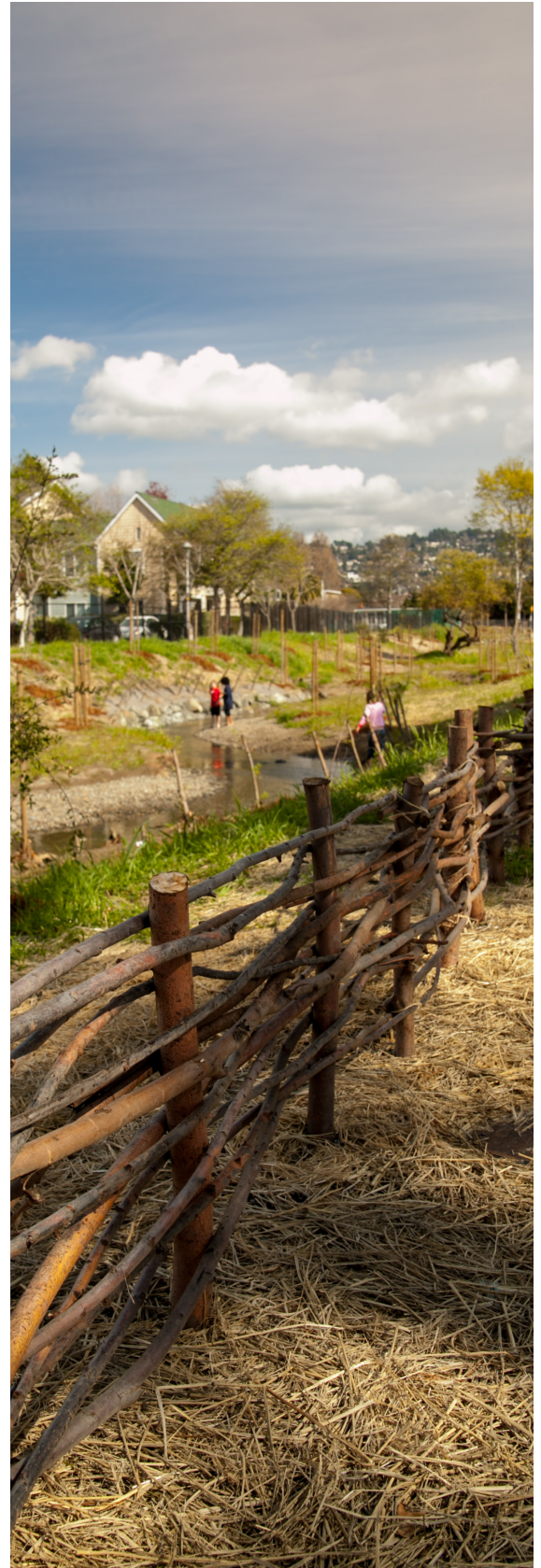
Our insurance meets the contained in the sample agreement included with the RFP.

Conflict of Interest Statement

RDG has not made any contributions to any City of San Pablo public official or to volunteers serving on review commissions having an influence on this work.

Consultant Contract Statement

RDG accepts the terms of the City's Consultant Contract form contained in the sample agreement included with the RFP.



Project Management

Erik Stromberg, ASLA, will serve as the project manager and lead designer on the Wildcat Creek Restoration and Greenway Trail Design and Permitting project. As his bio highlights, Erik has been the project manager and/or lead designer on most of RDG's recent creek restoration projects including Wildcat Creek Restoration in Tilden Park (EBRPD), Wildcat Creek Daylighting at Davis Park (City of San Pablo), and RDG's Three Creeks Parkway Restoration (CCCFCFCD). Erik will serve at the main coordinator for all the sub-consultants with support on contract management, invoicing, and reporting from Rich Walkling, RDG's CFO and Planning Director. Both Erik and Rich and all staff listed in this proposal are available for the level of effort described in the cost estimate.

With eight collaborating firms, this is a typical-sized team for RDG to manage. As an intentionally small design firm that mostly serves as the prime on teams, managing large teams is a necessary skill set to accomplish client goals on complex projects. Excellent project management and our ability to provide a well-qualified team are essential to providing high-quality services at the right time within budget.

The primary objectives of project management are to:

1. Provide close coordination between the City, the RDG Team, and others
2. Ensure that project schedule and budget are met
3. Document project activities (progress reports and meetings)
4. Ensure that project work and deliverables meet quality objectives

RDG has developed effective project management methods and planning tools to address budget management, communication, and project status. These proven techniques provide the mechanisms

for coordination of team efforts, quality control, and adherence to the project scope, schedule, and budget.

We focus on communicating effectively both internally and with City personnel throughout each phase of the project. As with our prior work with the City of San Pablo, we will be available by email and telephone for consultation throughout the project. No structured project management system can substitute for the quick informal exchanges and check-ins which keep a project moving. At a minimum we are committed to monthly progress/update calls with the City's project manager.

We will prepare regular project status memoranda that will briefly document the status of ongoing work, including:

- Work accomplished during the previous period and work to be conducted moving forward
- A budget summary
- An updated percentage of each task completed
- A list of any outstanding action items
- Identification of any problems that are impacting work progress, the budget, or schedule plus proposed solutions to those problems

This regular communication assists in maintaining adherence to the schedule requirements and allowing for "course correction", if needed, in a timely manner.

Proposed Work Program

Note: refer to cost estimate for Level of Effort hours.

DESIGN

1. Investigations and Analyses

At the outset of the project, the RDG Team will conduct the necessary investigations and analyses to support design of the creek and trail and to support the CEQA findings and permit applications.

1.1 Topographic Survey

KSR will prepare a topographic survey of Wildcat Creek from the east limits of the Circle S project to the Vale Road Bridge including the office building site on APN 417-180-006 and the southerly portion of the parking lot on APN 417-180-010. Survey data will be compiled digitally in AutoCAD2009 .DWG electronic file format and merged with previous creek survey for the Circle S project.

1.2 Geotechnical Investigation

To assist in the evaluation of creek bank stability and future performance from a geotechnical and geological standpoint as well as to develop information for the design of various project improvements, Geosphere will evaluate and characterize the geologic and soil conditions of the creek banks, channel and proposed trail areas through a combination of field reconnaissance and mapping, limited shallow field exploration, and laboratory testing of recovered site soils. A Geosphere Certified Engineering Geologist will perform a reconnaissance and geologic mapping of the site, assisted by a Geosphere staff geologist/engineer who would assist in characterization as well as soil/rock sampling. A limited subsurface field exploration program will also be conducted, using manual and powered

hand augers to help retrieve samples. Bulk soil samples will be recovered as appropriate, and laboratory testing conducted on selected samples, which will likely consist of particle size analyses (gradation with hydrometer) as well as Atterberg Limits testing. Bulk samples at 10 creek bank locations (roughly 250-foot intervals) as well as four trail locations will be recovered. The soil and rock conditions will be summarized, an evaluation performed of soil slope stability and erosion potential as applicable, and field and laboratory data, geologic mapping, and soil characterization and discussion presented in a geotechnical design memorandum or letter report, in both draft and final versions. The report will also provide applicable geotechnical recommendations for design and construction for various project elements such as site grading and the proposed asphalt-paved trail, as well as input on creek slope stabilization as needed.

1.3 Biological Assessment

Wood Biological will prepare a Biological Resource Assessment (BRA) for a section of Wildcat Creek approximately 2200 linear feet long. This stand-alone technical document will support the City's environmental review pursuant to the California Environmental Quality Act (CEQA) and provide the appropriate level of analysis required by the regulatory agencies reviewing applications for permits pursuant to the Clean Water Act (CWA) and California Fish and Game Code.

Wood Biological will review the most up-to-date databases of the distribution of rare and endangered plants and animals from the project region; perform a single reconnaissance-level survey of the study area to evaluate existing habitats for their potential to support special-status plant and animal species and habitats and to identify

special-status natural communities, conduct an evaluation of the limits of jurisdiction regarding waters of the U.S. and waters of the State, and prepare a technical report.

The report will include a discussion of the implications of our findings and conceptual impact avoidance, minimization and mitigation measures intended to reduce impacts to a less-than significant level, pursuant to the guidelines of CEQA. This scope includes the preparation of tables summarizing the potential for occurrence of all target special-status species and a habitat/vegetation map.

1.4 Cultural Resources/Architectural Assessment

WSA will contact the California Historical Resources Information System, Northwest Information Center (NWIC) at Sonoma State University to coordinate a record search of the project area. The search will cover the project area and a minimum one-quarter mile radius adjacent thereto. All previous cultural resource surveys, known historic or prehistoric sites, and properties listed in or eligible for listing in the National Register of Historic Places (NRHP) or the California Register of Historical Resources (CRHR) within the area of the literature search will be identified. Copies of applicable site records and survey reports for archaeological resources identified within the record search radius will be made as necessary, and site locations will be plotted on USGS quad sheets. State and local historic site inventories will also be reviewed to identify the presence of any listed sites in the project vicinities. Additional data on the history and prehistory of the area on file at WSA will be also reviewed.

WSA will contact the Native American Heritage Commission (NAHC) in Sacramento by letter with a description of the proposed project and a request

for a listing of local, interested Native American representatives. The NAHC will be asked to review their Sacred Lands file for information on traditional or sacred lands within the project area and vicinities. WSA will contact the individuals or tribal members on the contact list via certified letter and will provide a description of the projects and project area maps. Input and comment will be solicited regarding individual knowledge about sacred sites or traditional lands within the project area. Follow-up phone calls will be made as necessary. A table indicating the results of contact and comments will be prepared and inserted into the Cultural Resources Assessment Report that WSA will prepare for the project.

For purposes of this scope and cost estimate, WSA assumes that any consultation required through the regulations found in AB-52 will be addressed by the City of San Pablo as lead agency. Increasingly, tribal entities are responding to requests for information made through solicitation of the NAHC (see above) with requests for reports and data that would normally be provided through AB-52 consultation. Typically, the information requested consists of copies of the archaeological records search, assessments of cultural resource sensitivity of the project area, a report on the Information Center's recommendations that are provided in the records search, results of and copies of previous archeological studies within the project area, reports or inventories prepared under the Native American Graves Protection and Repatriation Act, the results of the NAHC solicitation, copies of any ethnographic studies conducted within the project area, and copies of geotechnical reports conducted in all or part of the project area. WSA will forward such requests to the City for response. If the City requests copies of the information normally sought through an AB-52 consultation

request, WSA will compile the requested information under a contract amendment.

In accordance with CEQA Sections 15064.5 and 15126.4, a WSA archaeologist meeting federal criteria under 36 CFR 61 will conduct a pedestrian archaeological survey of the project area. This is intended to be an intensive survey conducted to meet the requirements of CEQA. The pedestrian survey will be conducted to evaluate potential project impacts to cultural resources. The survey will be conducted at a maximum survey transect interval of 15 meters wherever possible. Any newly discovered historic (over 50 years of age) or prehistoric archaeological sites identified during the survey must be recorded, as required, on appropriate Department of Parks and Recreation Primary Record (DPR 523) and associated (e.g., Building-Structure-Object) forms. For purposes of this proposal, it is assumed that no archaeological resources will be identified either in the records search or during the survey. Therefore, preparation of DPR 523 forms is not anticipated. Should preparation of such forms be necessary, they would be prepared on a cost-amendment basis. As part of the DPR preparation, any cultural resources discovered during the survey will be evaluated for significance (CRHR eligibility) in accordance with the criteria in CEQA Sections 15064.5.

In accordance with CEQA Section 15064.5 and as a means of evaluating the potential impacts to historic properties, WSA's qualified architectural historian will examine the two structures on the project parcel that are slated for demolition. As required, the architectural structures will be recorded on appropriate Department of Parks and Recreation Primary Record (DPR 523) and associated (e.g., Building-Structure-Object) forms. The structures will be evaluated for significance (CRHR eligibility) in accordance with the criteria

in 36 CEQA Section 15064.5. In order to prepare this evaluation, WSA will also prepare a brief historic context of the project area to provide the framework within which the evaluations can be made. In preparing the DPR 523 forms, the structure will be measured, photographed and described in detail.

WSA will prepare a Cultural Resource Assessment Report (CRAR) that will include a brief description of the Wildcat Creek Restoration Project, a discussion of the results of the record and literature search, Native American consultation, an explanation of the archaeological survey methodology and results, and the evaluation of the two architectural structures. Sites discovered during the surveys, or known sites examined during the surveys, if any, will be described and evaluated for significance (insofar as possible given field conditions) as described above. Mitigation recommendations, if warranted, will be presented. If existing conditions do not permit the required assessment of site significance, a proposal for site testing or additional data gathering will be presented. Such testing could involve hand or mechanical auger borings or other subsurface examination procedures as necessary to determine site extent and composition. All new site records, updated site records and maps and photographs will be appended to the report. One draft report will be provided to the client for review; following receipt of comments, a copy of the final report will be prepared for submittal to the City of San Pablo. A copy will also be submitted to the NWIC, as required.

1.5 Easements

The RDG Team will identify any easements necessary for the completion of the project.

Task 1 Deliverables:

- Topographic Survey
- Geotechnical Investigation
- Biological Assessment
- Cultural Resources Assessment Report

Assumptions:

- Project will require a USACE 404 permit which will require a cultural resources assessment for the project area
- Project will not involve preparation of a Specific Plan or changes to the City's General Plan, and therefore requirements of SB-18 do not pertain
- Biological assessment does not include the performance of any focused botanical or wildlife studies or monitoring, arborist report, securing a verified wetland delineation/jurisdictional determination from the U.S. Army Corps of Engineers (USACE), or detailed calculation of impacts on trees or habitats.

2. Public Outreach Meetings

RDG will prepare for and attend two public meetings to receive input on the project design.

2.1 First Public Outreach Meeting

Early in the project, RDG will prepare a PowerPoint presentation which will include the concept diagram (Task 3) and any other necessary images to convey the intent of the project. RDG will design input activities for community members to weigh in on various elements of the project (e.g., commenting directly on hard copies of concept diagram, voting activities). The meeting will also solicit ideas for themes to interpret in signage on site. After the meeting, RDG will provide a brief memo summarizing the results of the community outreach and recommending design

modifications.

2.2 Second Public Outreach Meeting

RDG will follow up with a second public outreach meeting to present the near-final design and ensure community buy-in on project elements. After the meeting, RDG will provide a brief memo summarizing the results of the community outreach and recommending design modifications.

Task 2 Deliverables:

- Presentation at First Public Outreach Meeting
- First Meeting Notes
- Presentation at Second Public Outreach Meeting
- Second Meeting Notes

Assumptions:

- Presentations will be in PowerPoint or other electronic format
- Presentation will include one 24 x 36 (or similar sized) hard copy concept diagram
- City will reserve space, notice meeting, invite participants, provide logistical support

3. 60% Design and Civil Design Drawing Map

RDG will begin the project by updating the 2014 concept diagram to include the added creek and trail length at the upstream end and adjust for development changes to Lot E. Once approved by the City, RDG will modify its existing 35% plans for the lower 700 feet and expand it to include the entire project. Included in the 60% plans will be sheets covering demolition (including the building and associated electrical systems on the upstream end), layout, grading, sections, revegetation, electrical (lighting and security cameras), interpretive features,

and related details. RDG will also prepare a cost estimate for the project.

In addition, RDG will prepare a design basis memo/hydraulic modeling report based on the existing Wildcat Creek HEC-RAS model modified to reflect the proposed grading and vegetation changes. The report will document changes to water surface elevations, velocities, and shear stresses and the implications for channel design. This document will be required by the permitting agencies.

RDG will meet with the City (including maintenance staff) to review the 60% submittal. After the review meeting, the City will submit written comments to RDG for inclusion in the 90% plan set.

Task 3 Deliverables:

- Updated concept diagram
- Design Basis Memo/Hydraulic Model Report
- 60% Plans
- 60% Cost Estimate
- Civil Design Drawing Map
- Review Meeting with City

Assumptions:

- The City of San Pablo will provide hydrology data for the Vale Street gauge

4. 90% Design

Once RDG receives comments from the City, the team will update and advance the 60% design to 90%, update the cost estimate, and submit draft technical specifications. RDG will meet with the City to review the 90% submittal. After the review meeting, the City will submit written comments to RDG for inclusion in the 100% plan set.

Task 4 Deliverables:

- 90% Plans

- Draft Technical Specifications
- 90% Cost Estimate
- Review Meeting with City

5. 100% Design

Once RDG receives comments from the City, the team will update and advance the 90% design to 100%, update the cost estimate, and submit final technical specifications.

Task 5 Deliverables:

- 100% Plans
- Final Technical Specifications
- 100% Cost Estimate

Assumptions:

- SWPPP will be provided by the construction contractor (RDG has found that SWPPP costs are lower this way) – alternately, RDG can prepare one as an additional service

6. Bid Documents/ Bid Period Services

Task 6 covers any minor changes between the 100% submittal the bid documents. RDG will make changes to the documents, if necessary. The City will add the Division 1 specifications and prepare the project for bidding. During the bid phase, RDG will respond to Requests for Information, review proposals, and attend a pre-bid site visit.

Task 6 Deliverables:

- Bid Set Plans
- Bid Set Technical Specifications
- Bid Set Engineer's Estimate
- Response to RFIs
- Review of proposals
- Attendance at one pre-bid site visit

7. Project Coordination and Management

RDG will coordinate design of the project with the project partners through phone calls, meetings, and other media. The RDG Team will also coordinate with PG&E and, through the City, with the adjacent Plaza San Pablo project.

Task 7 Deliverables:

- Kickoff Meeting (including City maintenance staff)
- PG&E Coordination
- Contract Management
- Monthly Reporting
- Coordination with Adjacent Projects
- Coordination with Project Team

ENVIRONMENTAL CEQA REVIEW AND PERMITTING

8. CEQA (Confirm Categorical Exemption)

Given the size, scale and nature of the proposed project, Impact Sciences believes the proposed project may continue to qualify for a Class 33 categorical exemption, which applies to projects not to exceeding five acres in area and assures the maintenance, restoration, enhancement, or protection of habitat for fish, plants, or wildlife. Impact Sciences believes that the proposed project would not qualify for a Class 4 categorical exemption as this exemption excludes work in a channel or waterway.

If the biological assessment, cultural resources assessment (including the historical architectural assessment) from Task 1 conclude no significant impacts that require imposition of mitigation measures, then the project would continue to qualify for the Class 33 categorical exemption. Impact Sciences will summarize conclusions

of the review in a memorandum and submit to the City.

On the other hand, if the studies show potential impacts and require mitigation, Impact Sciences would recommend that an Initial Study/Mitigated Negative Declaration be prepared for the project (see Alternate CEQA task below).

Task 8 Deliverables:

- Memo summarizing conclusions supporting Cat Ex decision

9. Permitting

The permitting for this project is critical to meeting the project timeline and to ensuring that the creek restoration meets the City's need for public safety and aesthetics. RDG will prepare the JARPA permit application, attachments, and supporting documents, and deliver it to the City for signatures, fees (as necessary), and submittal to the permit agencies. RDG will follow up with contacts at the permitting agencies, arrange an on-site meeting with agency staff, if necessary (RDG has already met on site with the RWQCB and City to discuss the project). RDG will also prepare a Mitigation and Monitoring Plan for post-project monitoring.

Task 9 Deliverables:

- Preparation of JARPA permit application (USACE 404, CDFW Lake and Streambed Alteration Agreement, Region 2 RWQCB 401 Certification)
- Completion of a Mitigation and Monitoring Plan for the project (required for USACE/RWQCB)
- Coordination and follow up with permit agencies
- One on-site visit if necessary

Assumptions:

- USACE permit is necessary for the project to modify the bed of the channel to meet its instream riffle to pool requirements
- RDG will prepare permit applications
- City will sign and submit permit applications
- City will pay permit fees
- Letter of Map Revision (LOMR) or Conditional Letter of Map Revision not included

Alternate CEQA Task**Initial Study/Mitigated Negative Declaration**

The following tasks will be completed by Impact Sciences for the proposed project if an Initial Study is required.

Prepare Project Description and Complete Additional Technical Studies

In the event that the project requires the preparation of an Initial Study, Impact Sciences will prepare a detailed project description that will be used to complete additional studies and will be used in the Initial Study. In addition to the biological resources and cultural resource studies outlined above, air quality, greenhouse gas (GHG) emissions, and noise impacts from the construction activities will need to be quantified. Impact Sciences will estimate the construction phase emissions of criteria pollutants and GHGs using CalEEMod. Impact Sciences will also evaluate the increase in noise due to project construction. If significant impacts are identified, mitigation measures will be set forth.

Prepare Administrative Draft IS/MND

Impact Sciences will prepare an Administrative Draft Initial Study using the CEQA checklist template and will submit

the document to the City for review. Impact Sciences will prepare the Initial Study based on Sections 15063 through 15065 of the State CEQA Guidelines.

Publish IS/MND

Once reviewer comments on the Administrative Draft IS/MND are received, Impact Sciences will revise and prepare the document for publication. We will be responsible for mailing copies of the IS/MND to the State Clearinghouse, and the mailing to local and regional agencies, and to any other neighborhood groups will be completed by the City. Impact Sciences assumes that the City will also place a public notice in the local newspaper announcing the availability of the IS/MND. The IS/MND will be circulated for 30 calendar days.

Prepare Responses to Comments, Final MND, and MMRP

Impact Sciences will, in concert with City staff, review all comments received on IS/MND during the agency and public review period. The purpose of the review will be to determine which, if any, comments warrant written responses. Written responses to comments on the IS/MND will be included in the Final MND. Our scope assumes that up to 10 individual comments will be received and none of the comments will require new analysis. If the number of comments received is greater than 10 and the comments require new analysis, a scope and budget amendment may be necessary.

Impact Sciences will prepare a Mitigation Monitoring and Reporting Program (MMRP) to track implementation of all mitigation measures through construction and operation of the proposed project. The format of the MMRP will be defined in consultation with City staff.

Our scope assumes that the City will be responsible for distributing the copies to



agencies who provided comments on the IS/MND. The City will also be responsible for filing a Notice of Determination with the County Clerk within five working days after project approval.

Tribal Cultural Resources (AB 52)

AB 52, which was approved in September 2014 and became effective on July 1, 2015, requires that CEQA lead agencies consult with California Native American tribes that are traditionally and culturally affiliated with the geographic area of a revised project, if so requested by the tribes. As stated in the AB 52 technical advisory issued by OPR, the new rules apply to projects that have a notice of preparation for an environmental impact report or negative declaration or mitigated negative declaration filed on or after July 1, 2015.

If the proposed project continues to qualify for a Class 33 Categorical Exemption, we believe the project would not be subject to AB 52. However, Impact Sciences will check with OPR and confirm that AB 52 consultation is not required. We will also check with the City to determine what the City's practice is regarding AB 52 consultation, as some lead agencies will conduct consultation even if it is not required, as a precautionary measure.

If an IS/MND is required for the proposed project, AB 52 is triggered and Impact Sciences will provide as needed assistance to the City to comply with AB 52.

Alternate Task Deliverables:

- Project Description
- Draft IS/MND
- Response to Comments
- Final MND

Schedule of Work

The schedule of work below shows deadlines for deliverables in order to complete the 100% designs by March 30, 2018.

	1-Nov	15-Nov	1-Dec	15-Dec	1-Jan	15-Jan	1-Feb	14-Feb	1-Mar	15-Mar	1-Apr	15-Apr	1-May	15-May	1-Jun
Task 1. Investigations and Analyses															
Topographic Survey															
Geotechnical Investigation															
Biological Assessment															
Cultural Resources/Architectural Assessment															
Task 2. Public Outreach Meetings															
First Meeting (plus prep and follow up)															
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ALTERNATE TASKS

CEQA MND															
Project Description/Additional Tech. Studies															
Administrative Draft IS/MND															
Publish IS/MND															
Responses to Comments, Final MND, MMRP															
Tribal Cultural Resources (AB 52)															
Task mgmt, coordination															

Hourly Rates

Restoration Design Group

RDG Principal	\$150
Civil Engineer	\$150
Principal Landscape Arch.	\$140
Director of Planning	\$130
Director of Restoration	\$130
Associate Landscape Arch.	\$115
Field Technician	\$75
Mileage	\$.535/mile

Geosphere

Principal/PM	\$200
Consulting Eng. Geologist	\$200
Staff Geologist/Eng.	\$130
Drafting	\$80
Admin	\$65

Impact Sciences

Principal	\$245
Project Manager	\$125
Air Qual/HGH/Noise	\$135
Word Processing/Graphics	\$115

Wood Biological

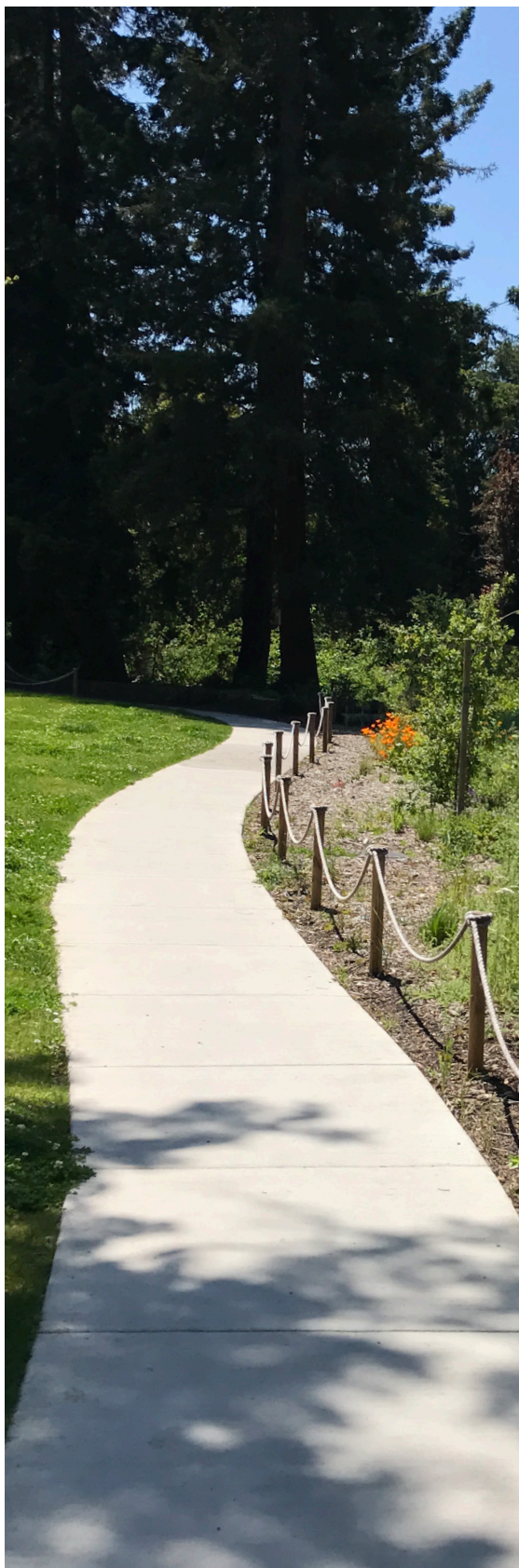
Principal	\$120
Biologist	\$110
GIS	\$100

Leslie Stone Associates

Principal	\$125
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WHM, Inc.

Principal Engineer	\$185
Staff Eng./Project Manager	\$150
Designer/ CAD Drafter	\$125
Clerical	\$100



KISTER, SAVIO & REI INC.

LAND SURVEYORS & CIVIL ENGINEERS



MATTHEW L. REI, PRES.
R.C.E. 39863 - L.S. 7115

PATRICK M. REI, V.P.
L.S. 8178

DONALD E. KISTER (1905-1969)

CHARLES J. SAVIO (1921-2006)

MICHAEL P. REI (1934 - 2015)

825 SAN PABLO AVENUE
PINOLE, CA 94564
PHONE (510) 222 - 4020
FAX (510) 222 - 3718
E-MAIL info@ksrinc.net

March 1, 2017

FEE SCHEDULE

NORMAL HOURLY CHARGES FOR PROFESSIONAL SERVICES CIVIL ENGINEERING AND LAND SURVEYING

A. OFFICE AND PROFESSIONAL

Principal; Consultation, Court Appearances; etc.	\$ 200.00
Registered Engineer	\$ 155.00
Licensed Land Surveyor	\$ 150.00
Assistant Engineer	\$ 125.00
Survey Technician	\$125.00
CADD Drafter	\$ 95.00

B. FIELD WORK

One Man Survey Crew	\$170.00
Two Man Survey Crew	\$230.00
Hazwhopper One Man Survey Crew	\$185.00
Hazwhopper Two Man Survey Crew	\$245.00

C. EXPENSES

Consultants: Subcontractors, Special Equipment, Fees Advanced	Cost Plus 10%
Blueprinting, Reproduction, Duplicating Postage, etc.	Normal Commercial Rates
Filing Fees, Checking Fees, Special Permits, etc.	Client to Pay Directly

D. OVERTIME WORK

Hourly charges for office, professional and field work personnel for authorized work in excess of 8 hours per day or 40 hours per week will be computed at 1.35 times the normal charges listed above for time and one-half. Work on Sundays and Holidays will be computed at 1.65 the normal charges for double time.

E. EFFECTIVE DATES

The rates listed in this Fee Schedule are effective through February 28, 2018, and subject to adjustment thereafter.

M:\KSR-data\Fee Schedules\FEESCHED.LH.3-17.doc



www.williamself.com



Consultants in Archaeology and Historic Preservation

2017 RATE SCHEDULE

Principal Standard Consulting.....	\$138.00/hour
Associate IV [Senior Project Management].....	\$120.00/hour
Associate III [Project Management]	\$110.00/hour
Associate II [Supervisory].....	\$92.00/hour
Associate I [Staff].....	\$69.00/hour
Technician II [Junior Staff]	\$56.00/hour
Technician I [Junior Staff].....	\$45.00/hour
Historian [M.A./Ph.D.].....	\$110.00/hour
Geomorphologist	\$120.00/hour
Paleontologist	\$120.00/hour
Historic Architect [AIA; Licensed].....	\$150.00/hour
Architectural Historian [M.A.].....	\$110.00/hour
Clerical/Word Processing.....	\$68.00/hour
Ground Transportation	\$0.53

5/mile

Per Diem Lodging at cost; meals at \$35.00/day

Project Administration.....5% of invoice subtotal

NOTES:

- Overtime (over 8 hours/day, 40 hours/week or 7th day) subject to 40% surcharge on Billing Rate
- Rates Subject to Annual Adjustment

Cost Estimate

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Wildcat Creek Restoration and Greenway Trail Design and Permitting Consulting Services

Task I. Investigations and Analyses

At the outset of the project, the RDG Team will conduct the necessary investigations and analyses to support design of the creek and trail and to support the CEQA findings and permit applications.

I.1 Topographic Survey

KSR will prepare a topographic survey of Wildcat Creek from the east limits of the Circle S project to the Vale Road Bridge including the office building site on APN 417-180-006 and the southerly portion of the parking lot on APN 417-180-010. Survey data will be compiled digitally in AutoCAD2009 .DWG electronic file format and merged with previous creek survey for the Circle S project.

I.2 Geotechnical Investigation

To assist in the evaluation of creek bank stability and future performance from a geotechnical and geological standpoint as well as to develop information for the design of various project improvements, Geosphere will evaluate and characterize the geologic and soil conditions of the creek banks, channel and proposed trail areas through a combination of field reconnaissance and mapping, limited shallow field exploration, and laboratory testing of recovered site soils. A Geosphere Certified Engineering Geologist will perform a reconnaissance and geologic mapping of the site, assisted by a Geosphere staff geologist/engineer who would assist in characterization as well as soil/rock sampling. A limited subsurface field exploration program will also be conducted, using manual and powered hand augers to help retrieve samples. Bulk soil samples will be recovered as appropriate, and laboratory testing conducted on selected samples, which will likely consist of particle size analyses (gradation with hydrometer) as well as Atterberg Limits testing. Bulk samples at 10 creek bank locations (roughly 250-foot intervals) as well as four trail locations will be recovered. The soil and rock conditions will be summarized, an evaluation performed of soil slope stability and erosion potential as applicable, and field and laboratory data, geologic mapping, and soil characterization and discussion presented in a geotechnical design memorandum or letter report, in both draft and final versions. The report will also provide applicable geotechnical recommendations for design and construction for various project elements such as site grading and

**RESTORATION
DESIGN
GROUP, INC**

BERKELEY
2612B 8th Street
Berkeley
California 94710
510.644.2798

MOUNT SHASTA
1808 Deetz Road
Mount Shasta
California 96067

the proposed asphalt-paved trail, as well as input on creek slope stabilization as needed.

1.3 Biological Assessment

Wood Biological will prepare a Biological Resource Assessment (BRA) for a section of Wildcat Creek approximately 2200 linear feet long. This stand-alone technical document will support the City's environmental review pursuant to the California Environmental Quality Act (CEQA) and provide the appropriate level of analysis required by the regulatory agencies reviewing applications for permits pursuant to the Clean Water Act (CWA) and California Fish and Game Code.

Wood Biological will review the most up-to-date databases of the distribution of rare and endangered plants and animals from the project region; perform a single reconnaissance-level survey of the study area to evaluate existing habitats for their potential to support special-status plant and animal species and habitats and to identify special-status natural communities, conduct an evaluation of the limits of jurisdiction regarding waters of the U.S. and waters of the State, and prepare a technical report.

The report will include a discussion of the implications of our findings and conceptual impact avoidance, minimization and mitigation measures intended to reduce impacts to a less-than significant level, pursuant to the guidelines of CEQA. This scope includes the preparation of tables summarizing the potential for occurrence of all target special-status species and a habitat/vegetation map.

1.4 Cultural Resources/Architectural Assessment

WSA will contact the California Historical Resources Information System, Northwest Information Center (NWIC) at Sonoma State University to coordinate a record search of the project area. The search will cover the project area and a minimum one-quarter mile radius adjacent thereto. All previous cultural resource surveys, known historic or prehistoric sites, and properties listed in or eligible for listing in the National Register of Historic Places (NRHP) or the California Register of Historical Resources (CRHR) within the area of the literature search will be identified. Copies of applicable site records and survey reports for archaeological resources identified within the record search radius will be made as necessary, and site locations will be plotted on USGS quad sheets. State and local historic site inventories will also be reviewed to identify

the presence of any listed sites in the project vicinities. Additional data on the history and prehistory of the area on file at WSA will be also reviewed.

WSA will contact the Native American Heritage Commission (NAHC) in Sacramento by letter with a description of the proposed project and a request for a listing of local, interested Native American representatives. The NAHC will be asked to review their Sacred Lands file for information on traditional or sacred lands within the project area and vicinities. WSA will contact the individuals or tribal members on the contact list via certified letter and will provide a description of the projects and project area maps. Input and comment will be solicited regarding individual knowledge about sacred sites or traditional lands within the project area. Follow-up phone calls will be made as necessary. A table indicating the results of contact and comments will be prepared and inserted into the Cultural Resources Assessment Report that WSA will prepare for the project.

For purposes of this scope and cost estimate, WSA assumes that any consultation required through the regulations found in AB-52 will be addressed by the City of San Pablo as lead agency. Increasingly, tribal entities are responding to requests for information made through solicitation of the NAHC (see above) with requests for reports and data that would normally be provided through AB-52 consultation. Typically, the information requested consists of copies of the archaeological records search, assessments of cultural resource sensitivity of the project area, a report on the Information Center's recommendations that are provided in the records search, results of and copies of previous archeological studies within the project area, reports or inventories prepared under the Native American Graves Protection and Repatriation Act, the results of the NAHC solicitation, copies of any ethnographic studies conducted within the project area, and copies of geotechnical reports conducted in all or part of the project area. WSA will forward such requests to the City for response. If the City requests copies of the information normally sought through an AB-52 consultation request, WSA will compile the requested information under a contract amendment.

In accordance with CEQA Sections 15064.5 and 15126.4, a WSA archaeologist meeting federal criteria under 36 CFR 61 will conduct a pedestrian archaeological survey of the project area. This is intended to be an intensive survey conducted to meet the requirements of CEQA. The pedestrian survey will be conducted to evaluate potential project impacts to cultural resources. The survey will be

conducted at a maximum survey transect interval of 15 meters wherever possible. Any newly discovered historic (over 50 years of age) or prehistoric archaeological sites identified during the survey must be recorded, as required, on appropriate Department of Parks and Recreation Primary Record (DPR 523) and associated (e.g., Building-Structure-Object) forms. For purposes of this proposal, it is assumed that no archaeological resources will be identified either in the records search or during the survey. Therefore, preparation of DPR 523 forms is not anticipated. Should preparation of such forms be necessary, they would be prepared on a cost-amendment basis. As part of the DPR preparation, any cultural resources discovered during the survey will be evaluated for significance (CRHR eligibility) in accordance with the criteria in CEQA Sections 15064.5.

In accordance with CEQA Section 15064.5 and as a means of evaluating the potential impacts to historic properties, WSA's qualified architectural historian will examine the two structures on the project parcel that are slated for demolition. As required, the architectural structures will be recorded on appropriate Department of Parks and Recreation Primary Record (DPR 523) and associated (e.g., Building-Structure-Object) forms. The structures will be evaluated for significance (CRHR eligibility) in accordance with the criteria in 36 CEQA Section 15064.5. In order to prepare this evaluation, WSA will also prepare a brief historic context of the project area to provide the framework within which the evaluations can be made. In preparing the DPR 523 forms, the structure will be measured, photographed and described in detail.

WSA will prepare a Cultural Resource Assessment Report (CRAR) that will include a brief description of the Wildcat Creek Restoration Project, a discussion of the results of the record and literature search, Native American consultation, an explanation of the archaeological survey methodology and results, and the evaluation of the two architectural structures. Sites discovered during the surveys, or known sites examined during the surveys, if any, will be described and evaluated for significance (insofar as possible given field conditions) as described above. Mitigation recommendations, if warranted, will be presented. If existing conditions do not permit the required assessment of site significance, a proposal for site testing or additional data gathering will be presented. Such testing could involve hand or mechanical auger borings or other subsurface examination procedures as necessary to determine site extent and composition. All new site records, updated site records and maps and photographs will be

appended to the report. One draft report will be provided to the client for review; following receipt of comments, a copy of the final report will be prepared for submittal to the City of San Pablo. A copy will also be submitted to the NWIC, as required.

I.5 Easements

The RDG Team will identify any easements necessary for the completion of the project.

Task 1 Deliverables:

- Topographic Survey
- Geotechnical Investigation
- Biological Assessment
- Cultural Resources Assessment Report

Assumptions:

- Project will require a USACE 404 permit which will require a cultural resources assessment for the project area
- Project will not involve preparation of a Specific Plan or changes to the City's General Plan, and therefore requirements of SB-18 do not pertain
- Biological assessment does not include the performance of any focused botanical or wildlife studies or monitoring, arborist report, securing a verified wetland delineation/jurisdictional determination from the U.S. Army Corps of Engineers (USACE), or detailed calculation of impacts on trees or habitats.

Task 2. Public Outreach Meetings

RDG will prepare for, notice, and attend two public meetings to receive input on the project design.

2.1 First Public Outreach Meeting

The City will provide the addresses to be notified to RDG. RDG will develop a mailer and send these to the provided addresses. Early in the project, RDG will prepare a PowerPoint presentation which will include the concept diagram (Task 3) and any other necessary images to convey the intent of the project. RDG will design input activities for community members to weigh in on various elements

of the project (e.g., commenting directly on hard copies of concept diagram, voting activities). The meeting will also solicit ideas for themes to interpret in signage on site. After the meeting, RDG will provide a brief memo summarizing the results of the community outreach and recommending design modifications.

2.2 Second Public Outreach Meeting

RDG will develop a mailer and send these to the addresses provided by the City in Task 2.1. RDG will follow up with a second public outreach meeting to present the near-final design and ensure community buy-in on project elements. After the meeting, RDG will provide a brief memo summarizing the results of the community outreach and recommending design modifications.

Task 2 Deliverables:

- Mailed meeting notification for both meetings
- Presentation at First Public Outreach Meeting
- First Meeting Notes
- Presentation at Second Public Outreach Meeting
- Second Meeting Notes

Assumptions:

- Presentations will be in PowerPoint or other electronic format
- Presentation will include one 24 x 36 (or similar sized) hard copy concept diagram
- City will provide addresses for notification
- Three hundred or fewer addresses for mailing for each meeting

Task 3. 60% Design and Civil Design Drawing Map

RDG will begin the project by updating the 2014 concept diagram to include the added creek and trail length at the upstream end and adjust for development changes to Lot E. Once approved by the City, RDG will modify its existing 35% plans for the lower 700 feet and expand it to include the entire project. Included in the 60% plans will be sheets covering demolition (including the building and associated electrical systems on the upstream end), layout, grading, sections, revegetation, electrical (lighting and security cameras), interpretive features, and related details. RDG will also prepare a cost estimate for the project.

In addition, RDG will perform project modeling and prepare a design basis memo/hydraulic modeling report based on the Wildcat Creek HEC-RAS 5.0 model currently being developed by Balance Hydrologics. The model will be modified to reflect the proposed grading and vegetation changes in the channel. This document will be required by the permitting agencies.

RDG will meet with the City (including maintenance staff) to review the 60% submittal. After the review meeting, the City will submit written comments to RDG for inclusion in the 90% plan set.

Task 3 Deliverables:

- Updated concept diagram
- Design Basis Memo/Hydraulic Model Report
- 60% Plans
- 60% Cost Estimate
- Civil Design Drawing Map
- Review Meeting with City

Assumptions:

- The City of San Pablo or its consultants (Balance Hydrologics) will provide the updated model and hydrology data for the Vale Street gauge by December 15, 2017.

Task 4. 90% Design

Once RDG receives comments from the City, the team will update and advance the 60% design to 90%, update the cost estimate, and submit draft technical specifications. RDG will meet with the City to review the 90% submittal. After the review meeting, the City will submit written comments to RDG for inclusion in the 100% plan set.

Task 4 Deliverables:

- 90% Plans
- Draft Technical Specifications
- 90% Cost Estimate
- Review Meeting with City

Task 5. 100% Design

Once RDG receives comments from the City, the team will update and advance the 90% design to 100%, update the cost estimate, and submit final technical specifications.

Task 5 Deliverables:

- 100% Plans
- Final Technical Specifications
- 100% Cost Estimate

Assumptions:

- SWPPP will be provided by the construction contractor

Task 6. Bid Documents/Bid Period Services

Task 6 covers any minor changes between the 100% submittal the bid documents. RDG will make changes to the documents, if necessary. The City will add the Division 1 specifications and prepare the project for bidding. During the bid phase, RDG will respond to Requests for Information, review proposals, and attend a pre-bid site visit.

Task 6 Deliverables:

- Bid Set Plans
- Bid Set Technical Specifications
- Bid Set Engineer's Estimate
- Response to RFIs
- Review of proposals
- Attendance at one pre-bid site visit

Task 7. Project Coordination and Management

RDG will coordinate design of the project with the project partners through phone calls, meetings, and other media. The RDG Team will also coordinate with PG&E and, through the City, with the adjacent Plaza San Pablo project.

Task 7 Deliverables:

- Kickoff Meeting (including City maintenance staff)
- PG&E Coordination
- Contract Management
- Monthly Reporting

- Coordination with Adjacent Projects
- Coordination with Project Team

Task 8. CEQA (Confirm Categorical Exemption)

Given the size, scale and nature of the proposed project, Impact Sciences believes the proposed project may continue to qualify for a Class 33 categorical exemption, which applies to projects not to exceeding five acres in area and assures the maintenance, restoration, enhancement, or protection of habitat for fish, plants, or wildlife. Impact Sciences believes that the proposed project would not qualify for a Class 4 categorical exemption as this exemption excludes work in a channel or waterway.

If the biological assessment, cultural resources assessment (including the historical architectural assessment) from Task 1 conclude no significant impacts that require imposition of mitigation measures, then the project would continue to qualify for the Class 33 categorical exemption. Impact Sciences will summarize conclusions of the review in a memorandum and submit to the City.

On the other hand, if the studies show potential impacts and require mitigation, Impact Sciences would recommend that an Initial Study/Mitigated Negative Declaration be prepared for the project (see Alternate CEQA task below).

Task 8 Deliverables:

- Memo summarizing conclusions supporting Cat Ex decision

Task 9. Permitting

The permitting for this project is critical to meeting the project timeline and to ensuring that the creek restoration meets the City's need for public safety and aesthetics. RDG will prepare the JARPA permit application, attachments, and supporting documents, and deliver it to the City for signatures, fees (as necessary), and submittal to the permit agencies. RDG will follow up with contacts at the permitting agencies, arrange an on-site meeting with agency staff, if necessary (RDG has already met on site with the RWQCB and City to discuss the project). RDG will also prepare a Mitigation and Monitoring Plan for post-project monitoring.

Task 9 Deliverables:

- Preparation of JARPA permit application (USACE 404, CDFW Lake and Streambed Alteration Agreement, Region 2 RWQCB 401 Certification)
- Completion of a Mitigation and Monitoring Plan for the project (required for USACE/RWQCB)
- Coordination and follow up with permit agencies
- One on-site visit if necessary

Assumptions:

- USACE permit is necessary for the project to modify the bed of the channel to meet its instream riffle to pool requirements
- RDG will prepare permit applications
- City will sign and submit permit applications
- City will pay permit fees
- Letter of Map Revision (LOMR) or Conditional Letter of Map Revision not included

Alternate CEQA Task

Initial Study/Mitigated Negative Declaration

The following tasks will be completed by Impact Sciences for the proposed project if an Initial Study is required.

Prepare Project Description and Complete Additional Technical Studies

In the event that the project requires the preparation of an Initial Study, Impact Sciences will prepare a detailed project description that will be used to complete additional studies and will be used in the Initial Study. In addition to the biological resources and cultural resource studies outlined above, air quality, greenhouse gas (GHG) emissions, and noise impacts from the construction activities will need to be quantified. Impact Sciences will estimate the construction phase emissions of criteria pollutants and GHGs using CalEEMod. Impact Sciences will also evaluate the increase in noise due to project construction. If significant impacts are identified, mitigation measures will be set forth.

Prepare Administrative Draft IS/MND

Impact Sciences will prepare an Administrative Draft Initial Study using the CEQA checklist template and will submit the document to the City for review. Impact Sciences will prepare the Initial Study based on Sections 15063 through 15065 of the State CEQA Guidelines.

Publish IS/MND

Once reviewer comments on the Administrative Draft IS/MND are received, Impact Sciences will revise and prepare the document for publication. We will be responsible for mailing copies of the IS/MND to the State Clearinghouse, and the mailing to local and regional agencies, and to any other neighborhood groups will be completed by the City. Impact Sciences assumes that the City will also place a public notice in the local newspaper announcing the availability of the IS/MND. The IS/MND will be circulated for 30 calendar days.

Prepare Responses to Comments, Final MND, and MMRP

Impact Sciences will, in concert with City staff, review all comments received on IS/MND during the agency and public review period. The purpose of the review will be to determine which, if any, comments warrant written responses. Written responses to comments on the IS/MND will be included in the Final MND. Our scope assumes that up to 10 individual comments will be received and none of the comments will require new analysis. If the number of comments received is greater than 10 and the comments require new analysis, a scope and budget amendment may be necessary.

Impact Sciences will prepare a Mitigation Monitoring and Reporting Program (MMRP) to track implementation of all mitigation measures through construction and operation of the proposed project. The format of the MMRP will be defined in consultation with City staff.

Our scope assumes that the City will be responsible for distributing the copies to agencies who provided comments on the IS/MND. The City will also be responsible for filing a Notice of Determination with the County Clerk within five working days after project approval.

Tribal Cultural Resources (AB 52)

AB 52, which was approved in September 2014 and became effective on July 1, 2015, requires that CEQA lead agencies consult with California Native American tribes that are traditionally and culturally affiliated with the geographic area of a revised project, if so requested by the tribes. As stated in the AB 52 technical advisory issued by OPR, the new rules apply to projects that have a notice of preparation for an environmental impact report or negative declaration or mitigated negative declaration filed on or after July 1, 2015.

If the proposed project continues to qualify for a Class 33 Categorical Exemption, we believe the project would not be subject to AB 52. However, Impact Sciences will check with OPR and confirm that AB 52 consultation is not required. We will also check with the City to determine what the City's practice is regarding AB 52 consultation, as some lead agencies will conduct consultation even if it is not required, as a precautionary measure.

If an IS/MND is required for the proposed project, AB 52 is triggered and Impact Sciences will provide as needed assistance to the City to comply with AB 52.

Alternate Task Deliverables:

- Project Description
- Draft IS/MND
- Response to Comments
- Final MND

	1-Nov	15-Nov	1-Dec	15-Dec	1-Jan	15-Jan	1-Feb	14-Feb	1-Mar	15-Mar	1-Apr	15-Apr	1-May	15-May	1-Jun	15-Jun	1-Jul	15-Jul	1-Aug	15-Aug	1-Sep	15-Sep	1-Oct	15-Oct	1-Nov	15-Nov	1-Dec	15-Dec
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Publish IS/MND																											
Responses to Comments, Final MND, MMRP																											
Tribal Cultural Resources (AB 52)																											
Task mgmt, coordination																											

Assumptions:

Balance model delivered to RDG by 12/15/17

Permit agency comments available to RDG by 7/1/18 to incorporate into 100% CDs

RDG does not control the City's or permit agency review schedules



REQUEST FOR PROPOSALS

**For: CITY OF SAN PABLO
WILDCAT CREEK RESTORATION AND GREENWAY TRAIL
DESIGN AND PERMITTING CONSULTING SERVICES**

Release Date: August 17, 2017

Closing Date: September 18, 2017 5:00PM

Contact Person: Amanda Booth, Environmental Program Analyst

**IT IS THE RESPONSIBILITY OF PROSPECTIVE PROPOSERS TO CHECK THE CITY
WEBSITE FOR ANY FUTURE ADDENDUMS TO THIS RFP**

INTRODUCTION

The City of San Pablo (the City) seeks a qualified consultant or consultant team to prepare the design documents and obtain the required permits for the:

Wildcat Creek Restoration and Greenway Trail,

from Church Lane to Vale Road

Project Code WCC-TRL

San Pablo is a small mostly residential city in West Contra Costa County. The City was incorporated in 1948 and has a population of approximately 30,000. The area of the City is approximately 2.5 square miles. The City has a very diverse ethnic makeup. Household income levels are below Bay Area averages. Contra Costa Community College, Helms Middle School and five elementary schools serve local and regional education needs. Commercial interests in the City include Casino San Pablo, several grocery stores, auto repair, restaurants and many other small businesses. San Pablo Creek, Wildcat Creek and Rheem Creek cross through the City, as does Interstate 80. San Pablo Avenue, San Pablo Dam Road, El Portal, Rumrill Boulevard and 23rd Street are the major arterial streets. The City limits abut Alvarado Park of the East Bay Regional Parks.

The Wildcat Creek Restoration and Greenway Trail Project (Project) will restore the right bank of Wildcat Creek and develop approximately 0.5 mile of creekside trail between Church Lane and Vale Road in the City of San Pablo. Wildcat Creek drains an 11 square mile watershed straddling Alameda and Contra Costa Counties. The creek flows from the hilly open space areas of the East Bay Regional Park District; through the densely developed flatland communities of San Pablo, Richmond, and unincorporated North Richmond. About 2.2 miles of Wildcat Creek's open channel run through the community of the City of San Pablo. During World War II as commercial and residential development replaced remaining farmlands, little room was left for the creek's natural processes. The proposed restoration and greenway trail project is located on Wildcat Creek between a private high school, condominium complexes on the west side and a city-owned 18-acre parcel to the east (formerly a trailer park, now known as "Plaza San Pablo").

The proposed Wildcat Creek Restoration and Greenway Trail Project will restore 2,200 linear feet of creek channel to effectively transport sediment throughout the reach without excessive aggradation or deposition while increasing the in-stream riffle-to-pool ratio. Other creek restoration benefits include refuge areas for trout, a modified floodplain to accommodate larger flow volumes, a widened creek corridor, soil bioengineering applications and planting of riparian plants on the restored bank.

This project will also create a greenway trail for safe cycling and pedestrian path. Related improvements include: lighting improvements and associated underground conduit systems, security cameras, concrete benches, trail landscaping, interpretive signs, bicycle racks and bollards.

As per the preliminary design work, creek restoration improvements are to approximate the following:

- Active Channel Width-to-Depth Ratio: Approximately 2,200 linear feet of creek channel will be restored to establish an active channel width-to-depth ratio that effectively transports sediment throughout the reach without excessive aggradation or deposition. The final channel dimensions will be informed by earlier geomorphic studies (**Attachment 1**) and analyses of nearby restoration projects that have matured over time. Due to private property constraints, the existing meander pattern will likely remain the same.
- In-Stream Habitat/Complexity: The channel bed will be designed to promote a more optimum riffle-to-pool ratio (as close to 1:1 as possible) throughout the reach. The 2007 study showed the ratio to be closer to 2:1. In addition, large woody debris and other "natural" snags will be placed strategically to provide refuge for trout.
- Floodplain Bench/Terrace: A 5'-15' wide terrace will be excavated into the right bank just above the active channel height. This modified floodplain will allow the channel to accommodate larger flow volumes (reducing downstream flood risks) within its banks, while reducing the erosive energy of the moving water against the left bank. This will improve both water quality and trout habitat by encouraging the

- deposition of sediments on the terrace rather than in the stream bed, potentially smothering coarse bed materials.
- Right Bank: The right bank throughout the project length will be laid back from a 1:1 (vertical: horizontal) slope to a 2:1 - 3.5:1 slope. This grading will greatly stabilize the right bank, which is overly steep in many areas. Laying the slope back from the floodplain bench elevation widens the creek corridor by another 40' on average throughout the project area. The graded creek bank will be covered in 100% natural erosion control fabric and hydro-seeded to resist erosion until riparian plantings are established. Areas requiring special treatment may receive soil bioengineering applications and boulders for added stability.
 - Revegetation: The newly graded right bank will be planted with native riparian trees and shrubs. The toe of the both banks will be staked with live willow cuttings harvested from local restoration sites. Additional riparian plants (including Big Leaf Maple, Coast Live Oak, Alders, Buckeye, Dogwood, Currant, Gooseberry, and Ninebark) will be planted on the restored right bank. This plant material will be sized in 15 gallon containers or smaller to allow for better adaptation to site conditions as they mature. The plantings will further reduce bank erosion while providing terrestrial and avian habitat.
 - Greenway Trail: The project will build a pervious pavement trail from Church Lane to Vale Road. At minimum this will be a 10 ft wide trail that will qualify as a Class 1 shared path and will include adjacent irrigated landscaping. To complete the trail and restoration work, buildings at 2023 Vale Road will be required to be demolished as part of this project. The City has already purchased this land and the demolishing of these buildings will be part of the project work.

The City was awarded three grants totaling approximately \$3.4 million dollars to assist in the design and construction of the projects (State Coastal Conservancy's Prop 1 Urban Greening in San Francisco Bar Area, Measure J Pedestrian, Bike and Trail Facility, Transportation for Livable Communities and California Natural Resources Agency's Urban Greening Program). The City is required to be in strict compliance with all grant schedule and documentation requirements. The State Coastal Conservancy's Prop 1 Urban Greening has been provided as **Attachment 2**, this grant application provides a project narrative, project location, concept designs, preliminary planting information, and 35% design for the first 700 feet. All grant applications contained similar information.

The City seeks a team to advance the preliminary plan into 100% construction drawings and specifications, to assist the City in obtaining any permits from the Regional Water Quality Control Board, U.S. Fish and Wildlife and any other required agencies, and review the current CEQA clearance to assist with any potential required addendums.

SCOPE OF WORK

1 – DESIGN, CONSTRUCTION PLANS, SPECIFICATION & ESTIMATES

The scope of services shall include, but not be limited to, the following with the basis of the existing preliminary design plans:

1. Conduct additional pre-design investigations and field analyses including surveying, utility locating, potholing, and preparation of base map;
2. Identify any necessary easements;
3. Conduct two (2) public outreach meetings to gather public input by providing a report and further project support;
4. Prepare civil design drawing map to be reviewed and approved by utility companies;
5. Prepare 60%, 90%, and 100% design plans, construction details, specifications, and engineer's estimates;
6. Hold meetings with the City to review design and changes at 60%, 90% and 100%;
7. Produce final quality control contract bid documents including plans, specifications, and Engineer's estimate.
8. Respond to questions and requests for information during both the bidding and construction phases of the project.
9. Coordinate with PG&E and other current construction projects currently underway in Plaza San Pablo.

2 – ENVIRONMENTAL CEQA REVIEW AND PERMITTING

In conjunction with the design process the selected team will be liaising with appropriate regulatory agencies to obtain the appropriate permits and approvals for the project.

The project completed CEQA and was determined to be categorically exempt in October 2013. The selected consultant team will also review the project and CEQA documentation to ensure the project is still in compliance with all CEQA requirements, including any updates in the regulation since October 2013.

The findings from these assessments shall be documented in a report or memorandum to the City. These reports shall be sufficient to provide any required addendums to the CEQA findings.

MANDATORY PRE-PROPOSAL MEETING

A mandatory pre-proposal meeting will be held on Thursday **August 31, 2017 at 2:00 pm** to allow City staff to respond to specific questions from proposers. The meeting will be held at the **San Pablo City Council Chambers**, located at 13831 San Pablo Ave., San Pablo, and attendance is required for proposals to be considered. Please direct your substantive questions to City staff at this meeting rather than by direct contact; this will ensure fairness and efficiency in the selection process. You may submit questions by email prior to the pre-proposal meeting to be answered at the meeting.

PROPOSAL REQUIREMENTS

Professional disciplines for the project may include, but are not limited to: civil engineering, land surveying, electrical engineering, environmental hazardous waste, landscape architecture, biology, and cultural resource evaluation.

1. **ORGANIZATION CHART / PERSONNEL**

Since the Project consists of several professional disciplines, Consultant is requested to provide an organization or personnel chart to delineate communication, coordination and hierarchical structure.

2. **STATEMENT OF QUALIFICATIONS OR RESUMES**

Provide a brief description of general qualifications, the multi-disciplinary nature of the team assembled for this project, specific evidence of relevant experience, and a listing of key personnel that would be available to work on this Project.

3. **PROJECT APPROACH AND SCHEDULE OF WORK**

Describe the Consultant's proposed approach to this project and if relevant the typical approach to projects similar to this one.

The City anticipates the design work to be completed by March 30, 2018. This timeline has been established based on grant funding requirements. The schedule of work must be included in the proposal in order to demonstrate Consultants ability to accomplish the Project deadlines. All tasks including deliverables of each sub-consultant must meet set individual deadlines and overall project schedule.

Progress meetings with City staff shall be scheduled on no less than a monthly basis until the design is completed. These meetings may also be attended by other stakeholders as needed.

4. **SPECIAL REQUIREMENTS**

The successful consultant must have extensive experience in completing similar projects, as well as experience dealing with similar permitting and grant requirements. The selection process and all work shall be completed in accordance with the applicable laws of the State of California. All reports must comply with grant funding requirements.

The work to be completed in this RFP is part of state grants that may be subject to various state requirements such as Disadvantaged Business Enterprises goals or Good Faith Efforts and specific financial or other reporting requirements. Successful proposals will be willing to work with the City to ensure all grant requirements are met.

A successful proposal will include the following statements:

1. Insurance: A statement that your insurance meets the terms contained in the sample agreement included with this RFP.
2. Conflict of interest Statement: Declaration stating that consultant has not made any contributions to any City of San Pablo public official (hired or elected), or to volunteers serving on review commissions having an influence on this work.
3. Consultant Contract Statement: Include a statement that your firm accepts the terms of the City's Consultant Contract form (attached) and/or the proposal will include a list of any proposed modifications to the Agreement by the consultant.

5. REFERENCES AND COMPARABLE PROJECTS

- a. Provide a summary of projects in progress or completed, with the following information for each:
- b. Reference name, with current contact information
- c. Type of project/development
- d. Client type (clarifying role of private sector client, if any)
- e. Size and scale of geographic area
- f. Current status

6. PROJECT MANAGEMENT AND STAFF AVAILABILITY

Consultant should have an individual who will function as the main coordinator and hub for all the other consultants and sub-consultants; he/she will oversee project updates under the direction of City staff. This person will monitor timelines, review and evaluate products, ensure quality control and assist in facilitating meetings. Any substitutes of staff after proposal is received must be provided in writing and approved by the City if the contract is awarded.

7. COST ESTIMATE

The method of payment for this contract will be a Lump Sum agreement with the ability of progress payments. The cost proposal shall include a line item cost estimate for each work task outlined in the scope of services plus a separate cost for meetings (cost per meeting). The cost spreadsheet should be in a format that will allow City staff to determine the key project team member(s) proposed for each task and the number of management, technical, drafting and support personnel hours, cost per hour for each project team member and total cost envisioned for each task. Identify any other costs to be billed to the project including project expenses and sub-consultant fees. Include any proposed mark-up for sub-consultant fees. Include a copy of the proposed rate schedules(s) to be used throughout the duration of the project and any adjustments that are predicted to occur during the execution of the project.

PROPOSAL FORMAT

Please prepare and organize the cost proposal based on the requirements listed below.

1. Cover Letter - A cover letter must be provided transmitting the consultant proposal for consideration. The cover letter must be signed by the person authorized to negotiate a contract for proposed services with the City on behalf of the team.
2. Proposed Work Program Scope / Schedule / Hours Budget - Provide a description of tasks anticipated to provide the services outlined above and meet the Project objectives. Description can include:
 - a. Identification of major tasks, or range of possible tasks, anticipated to complete the Project.
 - b. Estimated milestone delivery schedule, based on tasks identified.

PROPOSAL SUBMITTAL

1. Provide three (3) hard copies and one electronic copy of the proposal no later than 5:00 p.m. on the "closing date" listed on the front page of this RFP. Proposals shall be addressed to Amanda Booth, Environmental Program Analyst, San Pablo Engineering, City of San Pablo, 13831 San Pablo Avenue, Bldg 3, San Pablo, CA 94806.
2. All proposals shall be submitted in a sealed envelope, clearly marked with the title of this RFP, with the closing date and time.
3. All proposals, whether selected or rejected, shall become the property of the City.
4. The cost of RFP preparation shall be that of the consulting firm and shall not be paid by the City.
5. Proposals shall be signed by an authorized employee in order to receive consideration.
6. City will not be responsible for proposals delivered to a person or location other than that specified herein.
7. The successful proposer will be asked to enter into an agreement with the City reflecting the terms and conditions of the proposal based on the City's Professional Services Agreement (Agreement) requirements. A copy of the Agreement is included as **Attachment 3** to this RFP. Proposals should include a list of any proposed modifications to the Agreement by the consultant. Award of an agreement is subject to approval by the City Council of the City of San Pablo.
8. Neither the City of San Pablo, it's City Council, officers, employees, agents, representatives, nor any of its consultants will be liable for any claim or damages resulting from the RFP process.
9. By submitting a proposal in response to this RFP, the proposer accepts the evaluation process and acknowledges and accepts that determination will require subjective judgments by the City. All information, documentation, and other materials submitted in response to this solicitation are considered non-

confidential and/or non-proprietary and are subject to public disclosure after the solicitation is completed.

AWARD CRITERIA AND SELECTION PROCESS

AWARD CRITERIA

1. Demonstrated understanding of the Project including Project needs, identification of potential issues and overall approach to design.
2. Identification of innovative approaches and solutions to key project issues.
3. Experience of the firm with similar projects, including local knowledge and prior experience with creek restoration projects and trail projects.
4. Quality and availability/current workload of proposed staff.
5. Demonstrated history of team members (sub-consultants) working together and cooperation.
6. References and record of previous budget/schedule project performance for similar projects.
7. Willingness and demonstrated ability to work expediently and meet deadlines.
8. Familiarity with permitting agencies and grant program.

Criteria	Maximum Points
Experience with similar work	20
Demonstrated understanding of the project	20
Technical ability	15
Quality and availability of staff	15
Identification of innovative approaches	15
Ability to meet deadlines and familiarity with permit and grant requirements	10
References	5
Total	100

SELECTION PROCESS

1. The City will be evaluating all proposals submitted.
2. The City will exercise its discretion in selecting a firm. The award will be made by the City Council who will be asked to authorize the City Manager to execute an agreement after negotiation of a contract in accordance with the City's selection process.
3. The City reserves the right to award a contract to the firm that presents the proposal which, in the sole judgment of the City, best serves the community's interest.

4. The City reserves the right to reject any and all proposals, to waive minor irregularities in proposals, or to negotiate minor deviations with the successful firm.

TENATIVE SCHEDULE

Item	Date
RFP Release Date	August 17, 2017
Mandatory Pre-Proposal Meeting Date	August 31, 2017
Last day to submit any questions	September 6, 2017
RFP Proposal submittal Date	September 18, 2017
Panel Review	September 19, 2017
Interview period	Week of October 2, 2017
Selection and negotiation period	October 5 - 10, 2017
Contract to be awarded at City Council	October 16, 2017

SAMPLE AGREEMENT

A sample agreement is attached (**Attachment 3**) that includes terms regarding conflict of interest, insurance, indemnification and assignment. The consultant selected to perform the work will be required to comply with these terms.

Contact:

Any questions must be submitted by September 6, 2017 to ensure a response from staff. All questions regarding this RFP shall be directed to:

Amanda Booth
Environmental Program Analyst
City of San Pablo
(510) 215-3066
AmandaB@sanpabloca.gov

Attachments:

1. Geomorphology: Technical Memo from Watershed Sciences by Laurel Collins and James Chayka, 3/7/07
2. State Coastal Conservancy Grant Application
3. Sample City of San Pablo Professional Services Agreement