

CALIFORNIA STATE COASTAL CONSERVANCY

**ANNOUNCEMENT OF
REQUEST FOR ENVIRONMENTAL AND
ENGINEERING SERVICES**

**SOUTH BAY SALT POND
RESTORATION PROJECT**
September 8, 2003



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I. INTRODUCTION

The State Coastal Conservancy (Conservancy) intends to seek the services of a consultant firm or team to conduct restoration, flood management, and public access planning, modeling, environmental analysis/review, design, and cost estimating for the proposed restoration/enhancement of wetlands and associated habitats for the 15,100-acre South Bay Salt Pond Restoration Project located in Alameda, Santa Clara, and San Mateo Counties, California (Figure 1). Information regarding the project can be found on the project web site (www.southbayrestoration.org). The restoration process will be managed collaboratively by the [California State Coastal Conservancy](#), the [U.S. Fish and Wildlife Service](#) (USFWS), and the [California Department of Fish and Game](#) (DFG). The three agencies are working closely with other many other federal, state, and local agencies to accomplish this restoration project. The consultant team will be under contract to the Conservancy.

The initial contract period will be approximately 1 year. It is the intent of the Conservancy, subject to satisfactory performance by the consultant firm/team, to augment the contract as additional tasks are sufficiently defined. The overall planning effort will include development of project alternatives encompassing restoration, flood management and public access/recreation; a Restoration Concept Plan; an Environmental Impact Statement/Environmental Impact Report (EIS/R); permit applications; preliminary and/or detailed design and cost estimates for the project; and bid documents (plans and specifications) for Phase 1 of the overall restoration effort. The consultant selected to complete the design will not be eligible to conduct the construction.

The Request for Environmental and Engineering Services (RFS) will be released on or about October 7, 2003. The RFS and all attachments will be posted on the South Bay Salt Pond Restoration Project web site at www.southbayrestoration.org. Additional notice (beyond this mailing) of the availability of the RFS will NOT be mailed to you. Consultants requiring a mailed hard copy of the RFS must specifically request a hard copy from the Conservancy (see Section IV for contact information). Consultants who did not receive this announcement and are not on the mailing list (Attachment D) are also welcome to respond to the RFS as the lead firm or as part of a team.

A pre-submittal meeting for firms interested in responding to the RFS will be held on Thursday, October 9th, at 1:30 p.m. in Room 15 of the State Building at 1515 Clay Street, Oakland, California. Please R.S.V.P. for this meeting (see Section IV for contact information), so we can ensure there is adequate space. Interested firms will be asked to submit a statement of qualifications and a statement of approach. Submittals will most likely be due 28 days after the RFS is issued. The actual submittal due date will be specified in the RFS.

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II. REQUIREMENTS, PROCESS, AND SCHEDULE

This section outlines the requirements that must be met by the consultant firm or team to be considered for the proposed contract, the RFS process, and the schedule for consultant selection. While not all of the skills and experience described in Section II.A., below, may be required in the first year of work, the Conservancy and its agency partners require that the consultant firm/team be capable of providing all of the listed services.

The large scope, size, and stakeholder community associated with the project, and the complexity of the project require a wide range of skills and experience.

A. TECHNICAL SKILLS AND EXPERIENCE

Technical expertise and relevant experience is required for each of the following subject areas. The subject areas are listed alphabetically, and the order should not be construed as a prioritized listing.

- Biology, including specific expertise in San Francisco Bay with regard to fisheries, migratory birds, endangered species, introduced species, and predator management
- Cultural Resources Surveys and Evaluation
- Ecological/Restoration Design pertaining to estuarine environments, with specific expertise in tidal marsh restoration, managed pond restoration and management, and managed wetlands
- Flood Management (fluvial and tidal), including related modeling
- Geomorphology and Sediment Dynamics, including modeling of these processes
- Geotechnical Engineering and Levee Design
- Hydrodynamics (fluvial and tidal), including related modeling
- Mercury Cycling/Mercury Methylation
- Monitoring and Adaptive Management
- NEPA/CEQA/Environmental Review of Projects
- Permitting (federal, state, and local)
- Physical Modeling
- Public Access and Recreation Planning, with specific expertise regarding public recreation and access in or adjacent to sensitive habitats
- Sediment Reuse, in regard to wetland restoration
- Vector Control, particularly in regard to tidal and managed wetland restoration and management
- Water and Sediment Quality, including related modeling

Several other organizations or agencies have been or will be retained to assist with this project. Of particular note are the Center for Collaborative Policy (developing and managing the implementation of the public outreach and stakeholder involvement program), U.S. Geological Service (conducting data collection and analysis), San Francisco Estuary Institute (hosting and managing the project website and bibliographical database, and developing the data management system for the project), and the U.S. Army Corps of Engineers (see below). In addition, the Point Reyes Bird Observatory may be retained to model the effects of habitat conversion on avian species. The RFS will provide additional information about the work conducted to date and anticipated future work by these and other organizations and agencies retained by the Conservancy.

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A portion of the project may be implemented by the Corps. Construction requirements for project authorization in a Water Resources Development Act include a Feasibility Study, which describes the proposed project, how alternatives were formulated and evaluated, and the Federal interest in the project (as determined by economic and environmental benefits). While much of the work required for a Corps Feasibility Study will be completed as part of the long-term planning process, there are certain specific requirements for a Feasibility Study that will most likely be completed by the Corps. These items include the economic analysis for flood control and environmental benefits (including the incremental cost analysis identifying the National Economic Restoration [NER] and National Economic Development [NED] Plans), construction cost estimates in Corps format (Micro-Computer Assisted Cost Estimating System [MCACES]), the Real Estate Appendix, and coordination and response to comments on these three tasks and for the overall project. It is anticipated that a "Support for Others" memorandum of understanding between the Corps and Conservancy will be set up in 2004.

B. PROJECT MANAGER AND KEY STAFF

The abilities of the project manager and key staff will be crucial to the success of the project. Key staff are defined as major task managers, and other staff that have a central role in ensuring the success of the project (e.g., the QA/QC leader). This project poses multiple project management challenges, which require an experienced and dynamic project manager and key staff. In particular, meeting the project schedule and ensuring that effective project-related communications are maintained requires a high level of organizational and leadership ability.

The project manager and key staff must have *demonstrated* organizational skills and a *proven* track record of delivering on time. The project manager and key staff must have experience managing and working on large, complex, multi-objective projects, including projects that require balancing competing objectives. In addition, the project manager and key staff must have excellent interpersonal, and written and oral communications skills. The project manager must be experienced at making presentations to a wide range of audiences, including the general public, and must be able to interact effectively with a wide range of stakeholders. Similarly, key staff should also be experienced with making presentations, and be able to communicate effectively with a wide range of people. References will be required for the project manager, and may be required for other key staff.

Due to the complexity of the project, the Conservancy prefers that the project manager and some of the key staff have prior direct experience working together.

C. OTHER REQUIREMENTS

In addition to the skills and experience requirements outlined above, the following requirements apply:

1. Relationship of Project Manager to Lead Consultant Firm: if the submittal is by a consultant team, the project manager should be an employee of the lead consultant firm.
2. Commitment of Overall Project Manager: the consultant/lead consultant firm must guarantee that the project manager will be made available to the project for the duration of the project. A minimum availability requirement may be defined as part of the contract negotiations.
3. Project Office: The project manager and the lead firm's project office should be located in the San Francisco Bay Area.

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4. Contract Negotiations: A copy of the Conservancy's standard contract is provided in Attachment A. In addition to the terms and conditions in the standard contract, the contract may include penalties for late delivery of certain key work products. The Conservancy will enter into contract negotiations with the highest ranked consultant firm/consultant team following submittal of statement of qualification/statement of approach and interviews.
5. 10% Withholding: The consultant will be paid for its actual time and expenses up to the amount provided for each task in the final project budget. The consultant should anticipate that ten percent (10%) will be withheld on each task, until all work for that task is completed to the satisfaction of the Conservancy. The Conservancy must also approve all interim work products before payment.
6. Proposal Format: The written submittal must be printed double-sided on 8.5-inch by 11-inch pages, in Times New Roman or Tahoma Font, with a font size no smaller than 11 point. Larger pages (e.g., 11 inches by 17 inches) should be folded to fit into the 8.5-inch by 11-inch format. No pages larger than 11 inches by 17 inches should be included in the submittal. Detailed format specifications are provided in Section III.

D. CONTRACTOR SELECTION PROCESS

USFWS, DFG, and other project collaborators will assist the Conservancy in the evaluation of proposals and selection of the consultant. The contractor selection process will consist of three steps. The Conservancy, USFWS, and DFG, and other invited reviewers will review and rank the submittals received from the consultant firms/teams. The Conservancy may request supplemental information and will conduct interviews with the top 3 or 4 firms/teams. Interviews will be conducted by a panel composed of representatives from the three agencies and selected other public agencies. Final scores will be a combination of the score on the written submittal and the interview.

The consultant will be hired under contract to the Conservancy. The Conservancy will attempt to negotiate a contract with the best qualified firm/team at compensation which the Conservancy determines is fair and reasonable to the State of California. If the Conservancy is unable to do so, negotiations with that firm/team will be terminated and negotiations will then proceed in the same manner with the other firms/teams on the list in order of ranking. If the Conservancy is unable to negotiate a satisfactory contract with any of the selected firms/teams, the Conservancy may select additional firms and continue the negotiation process.

The interview will include a short presentation by the consultant team, followed by questions from the interview panel. The interview will last approximately 90 minutes. The proposed project manager and at least 2 key staff members must be present. The consultant may bring no more than 8 participants to the interview.

Potential contractors will be ranked based on the following criteria:

- 1) Demonstrated competence, including the firm/team's past experience with similar projects; the education and experience of key personnel to be assigned and the proposed level of their participation; the firm/team's capability to adequately analyze the project; the firm/team's ability to meet the project schedule; the longevity of the firm(s) and amount of staff turnover; and the nature and quality of the firm(s)'s past completed work;

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- 2) Specialized qualifications for the services to be performed;
- 3) Small business status of the contractor submitting a response;
- 4) D/VBE status of the contractor submitting a response;
- 5) The good faith effort of the contractor to subcontract with D/VBEs as set forth in Public Contract Code Section 10115.2.

These factors will be weighed according to the nature of the project, the needs of the Conservancy, and the complexity and special requirements of the project. The contract will be awarded without discrimination based on color, race, religion, sex, or national origin.

E. TENTATIVE SCHEDULE

The tentative schedule for the RFS is provided below. Please note that this schedule is subject to change, and that the due dates and schedule that will be provided in the RFS govern.

TASK	Duration	Start Date	End Date
Announce Request for Services	1 day	Wed 9/9/03	Wed 9/9/03
Release Request for Services to Consulting Firms	1 day	Tue 10/7/03	Tue 10/7/03
Consultant Proposal/Qualifications Submittal Period	28 days	Wed 10/8/03	Tue 11/4/03
Pre-Submittal Meeting	1 day	Thur 10/9/03	Thur 10/9/03
Consultants' Written Submittal Due	1 day	11/4/03, 5 pm	11/4/03, 5 pm
Evaluate Consultants' Written Submittals, Select Short List	7 days	Wed 11/5/03	Tue 11/11/03
Interview Preparation Period for Consultants	7 days	Wed 11/12/03	Tue 11/18/03
Conduct Interviews	1 day	Wed 11/19/03	Wed 11/19/03
Determine Selected Consultant	7 days	Tue 11/19/03	Tue 11/25/03
Negotiate Contract with Selected Consultant	21 days	Wed 11/26/03	Tue 12/16/03

III. INFORMATION TO BE INCLUDED IN CONSULTANT'S SUBMITTAL

This section provides information on some of the specific items to be included in the written submittal and formatting requirements for those items. Please note that there will be page limits for individual sections. The following items will be required:

- A project organization chart showing how your project team is organized, and how that organization relates to the overall project organization chart.
- 3 references for the Project Manager who can substantiate the Project Manager's ability to deliver a complex, multi-stakeholder schedule on a compressed schedule on time and on budget. Please note that these references should not include the Conservancy, USFWS, or DFG staff working on the project. The project manager need not be a technical expert, but must be an expert project manager.

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- Specific roles to be included in this discussion include the project manager, major task managers, technical experts (if applicable), and primary support function leaders. In addition, for consultant teams, please specify whether/which team firms have worked together on projects in the past, and provide a brief listing of the projects and the firms that worked on the projects.
- A brief overview of the firm/each firm on the team and a biographical sketch for the Project Manager and all key staff.
- An overview of the Project Manager's and key staff experience in a format similar to that shown in Attachment B.
- Resumes (in an appendix). Resumes must be provided for the Project Manager, principal-in-charge, and all key staff. Submittals may include a maximum of 15 resumes. Individual resumes must be no more than 2 pages in length.
- 20 to 25 relevant project descriptions (if the submittal is by a consultant team, this limit applies to the total number of all project descriptions from the entire team). Each project description is limited to one page or less. Consultant teams are encouraged to provide project descriptions for projects that included work by two or more firms on the team. The project descriptions must contain the following information: value of contract to consultant(s), dates of services, approximate cost of entire project, specific description of what the firm(s) did on the project, client name and contact information (to contact as a reference), project description/background, how the project relates to long-term restoration planning effort, staff who worked on project who are key staff identified in the submittal (including the Project Manager). An example format is provided in Attachment B. Where multiple firms on the consultant team worked on one project, please identify which services were contributed by which firm, and the approximate contract value to each firm.
- Rate Sheets for all team members for calendar year 2004 and calendar year 2005 (in an appendix). Rates shown must be fully burdened rates, including all overhead costs. In addition, rates should include any other charges that the consultant may normally charge as a percentage fee on labor (e.g., computer use, health and safety fees, communication charges, etc.). Rate sheets should include the handling charges or mark-up rates (in percent) charged for expenses and subcontractors, and standard charge rates for such items as reproduction. Handling charges/mark-ups on expenses and subcontractors can only be charged once (e.g., the prime consultant cannot charge a handling charge on a handling charge billed by a subconsultant), and travel expenses are reimbursed at actual costs not to exceed the rates provided in Title 2, Division 1, Chapter 3, Subchapter 1, Article 2 of the California Code of Regulations. For this contract, the maximum allowable handling charge/mark-up rate for non-travel expenses is 10%; the maximum allowable handling charge/mark-up for subcontractors is 8%. There will be no page limit for the above cost information.
- Anticipated level of effort for each firm's office that will be used on this contract, in percent. The information should represent the consultant's estimate for the first year, and over the life of the contract, and should be presented in a format similar to that shown in Attachment C. Consultant teams should provide this information for the entire team, as well as for each firm individually. The table will be included in an appendix.

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IV. CONSERVANCY CONTACT INFORMATION

Questions pertaining directly to this announcement may be directed to:

Ms. Amy Hutzel
State Coastal Conservancy
1330 Broadway, Suite 1100
Oakland, CA 94612
(510) 286-4180 phone
ahutzel@scc.ca.gov

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ATTACHMENT A
**DRAFT CONSERVANCY CONTRACT
FOR THIS PROJECT**

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**INFORMATION REQUIRED FOR PREPARATION OF CONTRACT SIGNATURE
SHEET (TO BE PROVIDED BY SELECTED FIRM UPON COMPLETION OF
NEGOTIATIONS)**

Contractor's full, legal name: _____

Address: _____

Phone No.: (_____) _____

Name of Contact: _____

Title of Contact: _____

Name of Contract Signatory: _____

Title of Signatory: _____

Taxpayer ID Number _____

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SCOPE OF AGREEMENT

_____ (“the contractor”) shall provide environmental and engineering services to and shall perform tasks for the State Coastal Conservancy (“the Conservancy”) as follows and as described in the workplan, attached as Exhibit A and incorporated by reference:

[List tasks]

The contractor shall perform all services in close consultation with Conservancy staff.

All materials and work products produced by the contractor as a result of this agreement shall become the property of the Conservancy.

If this agreement and the workplan conflict, then this agreement shall govern.

TERM OF AGREEMENT AND EARLY TERMINATION

This agreement shall take effect when signed by both parties.

The term of this agreement is from its effective date through _____. However, all work shall be completed by _____ (“the completion date”). **[Usually three months earlier than termination date.]**

During this term, either party may terminate this agreement for any reason by providing thirty days written notice to the other party. Upon termination, the contractor shall take whatever measures are necessary to prevent further costs to the Conservancy under this agreement. The Conservancy shall be responsible for any reasonable and non-cancelable obligations incurred by the contractor in the performance of this agreement up to the date of notice to terminate, but only up to the unpaid balance of total funds authorized under this agreement.

COSTS AND DISBURSEMENTS

The total amount of funds disbursed under this agreement shall not exceed \$_____. Disbursements shall be made to the contractor on the basis of services rendered and costs incurred to date, less ten percent, upon satisfactory progress in accordance with schedules, budgets, and other provisions of this agreement, and upon submission of an invoice, which shall be submitted no more frequently than monthly but no less frequently than quarterly. Disbursement of the ten percent withheld with respect to each task shall be made upon completion of each task to the satisfaction of the Executive Officer, and submission of a fully executed final invoice for the task and the Executive Officer’s written acceptance of the task.

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If the Conservancy retains the funds withheld for 60 days or more beyond completion of the contractor's services, the contractor may request in writing that the Conservancy place the amounts withheld in an interest-bearing escrow account in a state or federally chartered bank in California, in accordance with California Public Contracts Code § 6105.5. However, if the contractor avails itself of this option, it must make the same option available, with respect to amounts that the contractor withholds from the subcontractors, to any subcontractors performing more than five percent of the monetary value of the work. The escrow agreement(s) shall be substantially in the form prescribed by Public Contracts Code § 6105.5(f).

Services shall be billed at no more than the standard billing rate for the following personnel of contractor:

Principal	\$ /hr.
Senior Associate	\$ /hr.
Associate	\$ /hr.
	\$ /hr.
Secretarial services	\$ /hr.

Services shall be billed at no more than the standard billing rate for the following personnel of subcontractors:

Name of Subcontractor:

Principal	\$ /hr.
Senior Associate	\$ /hr.
Associate	\$ /hr.
	\$ /hr.
Secretarial services	\$ /hr.

Name of Subcontractor:

Principal	\$ /hr.
Senior Associate	\$ /hr.
Associate	\$ /hr.
	\$ /hr.
Secretarial services	\$ /hr.

Expenses will be reimbursed as follows:

The contractor shall be reimbursed for necessary travel expenses, when documented by appropriate receipts, at actual costs not to exceed the rates provided in Title 2, Division 1, Chapter 3, Subchapter 1, Article 2 of the California Code of Regulations. The contractor's headquarters for purposes of computing such expenses is _____.

All travel other than automobile travel within the Counties of Alameda, Contra Costa,

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Marin, Napa, Sacramento, San Francisco, San Mateo, Santa Clara, Solano, and Sonoma must be approved in advance by the Executive Officer of the Conservancy ("the Executive Officer").

All other out-of-pocket expenses shall be reimbursed at cost.

Overhead shall be reimbursed at _____.

Each invoice shall include the contractor's name and address, the number of this agreement, the contractor's authorized signature, the date of submission, the amount of the invoice, a brief description of the services rendered and work products completed, and an itemized description, including time, materials and expenses incurred, of all work done for which disbursement is requested. The invoice shall also indicate cumulative expenditures to date, expenditures during the reporting period, and the unexpended balance of contract funds. The contractor shall submit the final invoice within thirty days after the completion date provided in the "TERM OF AGREEMENT AND EARLY TERMINATION" section, above.

DISCLOSURE OF FINANCIAL INTEREST

The contractor shall complete and return all financial disclosure forms within ten days of receipt from the Conservancy, including those disclosure forms received at the termination of the contract.

FUNDING AUTHORIZATION

The signature of the Executive Officer on the first page of this agreement certifies that at its January 23, 2003 meeting the Conservancy adopted the resolution included in the staff recommendation attached as Exhibit B. This agreement is executed pursuant to that authorization.

Standard Provisions

EXPENDITURE OF FUNDS AND ALLOCATION OF FUNDING AMONG BUDGET ITEMS

The contractor shall expend funds in the manner described in the workplan's project budget (Exhibit A). The allocation of funds among the items in the project budget may vary by as much as ten percent without approval by the Executive Officer. Any difference of more than ten percent must be approved in writing by the Executive Officer. The Conservancy may withhold payment for changes in particular budget items which exceed the amount allocated in the project budget by more than ten percent and which have not received the approval required above. The total amount of this contract may not be increased except by amendment to this agreement. Any

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increase in the funding for any particular budget item shall mean a decrease in the funding for one or more other budget items unless there is a written amendment to this agreement.

LIABILITY

The contractor waives all claims and recourse against the Conservancy, including the right to contribution for any loss or damage arising from, growing out of or in any way connected with or incident to this contract, except claims arising from the active negligence of the Conservancy, its officers, agents, and employees.

The contractor shall indemnify, hold harmless, and defend the Conservancy, its officers, agents, and employees, against any and all claims, demands, damages, costs, expenses, or liability arising out of this agreement.

DISCLOSURE

The contractor agrees that in the performance of work hereunder, it will not disclose any documents and/or information it has produced under this contract to any parties without prior written approval from the Conservancy, provided, however, that nothing in this paragraph shall be intended to restrict the routine exchange of information required to accomplish the work authorized under this agreement.

The Conservancy agrees that in oversight of performance of work hereunder, it or its designee will provide documentation to contractor when documents and/or information produced by contractor have been entered into the public domain and therefore the obligations set forth above shall not apply.

The obligations set forth above shall not apply to any information which (i) becomes generally available to the public other than as a result of disclosure by the contractor or its directors, officers, employees, agents, representatives, or contractors; (ii) was generally available to the public on the date of this agreement; (iii) was known (as established by documented evidence) to the contractor prior to its dealings with the Conservancy; or (iv) was lawfully received by the contractor from a third party without restriction on disclosure.

The contractor agrees that it shall advise the Conservancy within one business day upon its receipt of any suit papers or subpoenas received by it relating to this agreement.

The contractor shall ensure full compliance of its employees and agents with the terms of this Article.

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COMPUTER SOFTWARE

The contractor certifies that it has instituted and will employ systems and controls appropriate to ensure that, in the performance of this contract, state funds will not be used for the acquisition, operation or maintenance of computer software in violation of copyright laws.

NONDISCRIMINATION

During the performance of this agreement, the contractor and its subcontractors shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of sex, race, religion, color, national origin, ancestry, physical disability, medical condition, marital status, age or denial of family-leave care. The contractor and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. The contractor and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations (California Code of Regulations, Title 2, Section 7285.0 et seq.). The regulations of the Fair Employment and Housing Commission regarding contractor Nondiscrimination and Compliance (Chapter 5 of Division 4 of Title 2 of the California Code of Regulations), are incorporated into this agreement. The contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. This nondiscrimination clause shall be included in all subcontracts entered into by the contractor to perform work provided for under this agreement.

INDEPENDENT CONTRACTOR STATUS

The contractor shall maintain its status as an independent contractor as defined in Section 3353 of the California Labor Code. To this end, the contractor shall be under the control of the State, acting through its agent, the Conservancy, but only as to the results of its work and not as to the means by which the results are accomplished.

GOODS MADE WITH FORCED LABOR

The contractor shall execute and submit with this contract the “Certification of Compliance with the Forced, Convict and Indentured Labor Statute,” attached as Exhibit C and incorporated by reference.

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NATIONAL LABOR RELATIONS BOARD

By signing this agreement, the contractor states under penalty of perjury that, during the two-year period immediately preceding the date of the agreement, no more than one final unappealable finding of contempt of court has been issued against the contractor for failure to comply with an order of the National Labor Relations Board.

AIR AND WATER POLLUTION

In accordance with Government Code section 4477, the contractor represents that it is not in violation of any order or resolution of the State Air Resources Board or an air pollution control district, and is not subject to a cease and desist order issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions, and has not been finally determined to be in violation of provisions of federal law relating to air or water pollution.

FAMILY-SUPPORT OBLIGATIONS

The contractor acknowledges the state policy contained in Public Contract Code section 7110, that state contractors recognize the importance of child- and family-support obligations and fully comply with all applicable state and federal laws relating to child- and family-support enforcement. In executing this contract, the contractor represents that, to the best of the contractor's knowledge, the contractor is fully complying with the earnings-assignment orders of all employees and is providing the names of all new employees the New Hire Registry maintained by the Employment Development Department.

RECYCLING CONTENT

In accordance with Public Contract Code sections 10308.5 and 12205, the contractor certifies under penalty of perjury that at least 10% percent of the materials, goods, or supplies offered, or products used in the performance of this contract will qualify as postconsumer material and at least 10% percent as secondary material as defined in Public Contract Code sections 12161 and 12220.

SETTLEMENT OF DISPUTES

If any dispute arises out of this agreement, the contractor shall file a "Notice of Dispute" with the Executive Officer within ten days of discovery of the problem. Within ten days of such notification, the Executive Officer shall meet with the contractor and designated Conservancy

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staff members for the purpose of resolving the dispute. If the Executive Officer is unable to resolve the dispute to the contractor's satisfaction, the contractor may proceed under Government Code Sections 900 et seq. with any claims against the Conservancy arising out of this agreement.

CONTRACTOR IDENTIFICATION AND EVALUATION

Within thirty days of completion of all work described in the "Scope of Agreement," the contractor shall be evaluated by Conservancy staff. The evaluation shall be kept with records of this agreement at the Conservancy's offices. If negative, a copy shall be sent (as required by law) to the Department of General Services, Legal Office. The evaluation shall be made available to the contractor upon request.

AUDITS/ACCOUNTING/RECORDS

The contractor shall maintain financial accounts, documents, and records (collectively, "records") relating to this agreement, in accordance with the guidelines of "Generally Accepted Accounting Practices" published by the American Institute of Certified Public Accountants. The records shall include, without limitation, evidence sufficient to reflect properly the amount, receipt, deposit, and disbursement of all funds related to the services that the contractor is providing, and time and effort reports. The contractor shall maintain adequate supporting records in a manner that permits tracing of transactions from the invoices to the accounting records and to the supporting documentation.

The contractor shall retain these records for three years following the date of final disbursement by the Conservancy under this agreement, regardless of the termination date. The records shall be subject to examination and audit by the Conservancy and the Bureau of State Audits during this period.

Additionally, the Conservancy or its agents may review, obtain, and copy all records relating to performance of the contract. The contractor shall provide the Conservancy or its agents with any relevant information requested and shall permit the Conservancy or its agents access to the contractor's premises, upon reasonable notice, during normal business hours, to interview employees and inspect and copy books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this agreement and any applicable laws and regulations. The contractor shall maintain these records for a period of three years after final payment under the contract.

If the contractor retains any subcontractors to accomplish any of the work of this agreement, the contractor shall first enter into an agreement with each subcontractor requiring the subcontractor

ANNOUNCEMENT OF REQUEST FOR ENVIRONMENTAL AND ENGINEERING SERVICES SOUTH BAY SALT POND RESTORATION PROJECT

to meet the terms of this section and to make the terms applicable to all lower-tier subcontractors.

The Conservancy may disallow all or part of the cost of any activity or action that it determines to be not in compliance with the requirements of this agreement.

EXECUTIVE OFFICER'S DESIGNEE

The Executive Officer shall designate a Conservancy project manager who shall have authority to act on behalf of the Executive Officer with respect to this agreement. The Executive Officer shall notify the contractor of the designation in writing.

AMENDMENT

This agreement may be modified only upon written agreement of the parties; provided, however, that the schedule of completion [**as described above**] may be modified by written letter of contractor countersigned by the Executive Officer and such modification shall have the same force and effect as if included in the text of this agreement.

ASSIGNMENT, SUBCONTRACTING AND DELEGATION

The contractor and subcontractors have been selected to provide the services and perform the tasks of this agreement because of the unique skills and experience provided by the individuals named in the workplan. These named individuals shall perform all work under this agreement unless otherwise provided for in a written authorization by the Executive Officer. Except as expressly provided in this agreement and described in the workplan, the contractor shall not assign, subcontract or delegate any of the services and tasks to be performed, without written authorization by the Executive Officer.

TIMELINESS

Time is of the essence in this agreement.

LOCUS

This agreement is deemed entered into in the County of Alameda.

**ANNOUNCEMENT OF REQUEST FOR ENVIRONMENTAL
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ATTACHMENT B
**EXAMPLE FORMATS FOR 1-PAGE
PROJECT DESCRIPTION AND
EXPERIENCE SUMMARY**

**ANNOUNCEMENT OF REQUEST FOR ENVIRONMENTAL
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SOUTH BAY SALT POND RESTORATION PROJECT**

Project Name: _____ Dates of Service _____
Client Name: _____ Contract Value _____
Client Contact: _____ Estimated Total Project Value _____
Contact Phone: _____ Contact E-Mail: _____

Note: For projects involving multiple firms on a team, please provide contract value and dates of service for each firm.

PROJECT BACKGROUND

SPECIFIC DESCRIPTION OF SERVICES PERFORMED BY CONSULTANT

RELEVANCE OF PROJECT TO SOUTH BAY SALT POND LONG-TERM PLANNING PROJECT

PROPOSED SOUTH BAY SALT POND PROJECT KEY STAFF (IDENTIFY EACH INDIVIDUAL'S ROLE ON THIS PROJECT)

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SOUTH BAY SALT POND RESTORATION PROJECT

Monitoring & Adaptive Management														
NEPA/CEQA/Environmental Review of Projects														
Permitting (federal, state, and local)														
Public Access and Recreation Planning , with specific expertise regarding public recreation and access in or adjacent to sensitive habitats														
Sediment Reuse , particularly in regard to wetland restoration														
Vector Control , particularly in regard to tidal and managed wetland restoration and management														
Water & Sediment Quality , including related modeling														

Notes: Please use the following symbols/categories for the level of experience

- | | |
|---|-----------|
| ◆ | Extensive |
| ❖ | Moderate |
| ♦ | Limited |
| ○ | None |

Please provide name and firm affiliation for key staff in the title column

**ANNOUNCEMENT OF REQUEST FOR ENVIRONMENTAL
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ATTACHMENT C
**EXAMPLE FORMAT FOR
OFFICE/FIRM UTILIZATION
SUMMARY**

**ANNOUNCEMENT OF REQUEST FOR ENVIRONMENTAL AND ENGINEERING
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ESTIMATED WORK ALLOCATION BY OFFICE LOCATION AND FIRM

	DVBE or SBE?	Percentage of Work to be Completed by Office		
		Contract Year 1	Contract Years 2-4	Overall Contract
Firm A (Lead Firm)	No			
Office 1 (Location)		15	18	17
Office 2 (Location)		8	7	7
Office 3 (Location)		15	12	13
<i>Subtotal Firm A</i>		38	37	37
Firm B	No			
Office 1 (Location)		10	12	12
Office 2 (Location)		9	10	10
<i>Subtotal Firm B</i>		19	22	21
Firm C	SBE			
Office 1 (Location)		11	12	12
<i>Subtotal Firm C</i>		11	12	12
Firm D	DVBE			
Office 1 (Location)		5	6	6
<i>Subtotal Firm D</i>		5	6	6
Firm E	No			
Office 1 (Location)		15	13	14
Office 2 (Location)		12	10	11
<i>Subtotal Firm E</i>		27	23	24
GRAND TOTAL		100	100	100

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ATTACHMENT D
**LIST OF FIRMS RECEIVING THIS
ANNOUNCEMENT**

**ANNOUNCEMENT OF REQUEST FOR ENVIRONMENTAL
AND ENGINEERING SERVICES
SOUTH BAY SALT POND RESTORATION PROJECT**

Firm	First Name	Last Name	Address	City	State	Zip	Phone
ALDER LANDSCAPE ARCHITECTURE	Glenn	Rogers	3425 Alemany Boulevard	San Francisco	CA	94132-	(415) 333-9317
ANCHOR ENVIRONMENTAL CA.,L.P.	Christine	Boudreau	2101 Webster Street 12th Floor Oakland	Oakland	CA	94595-	(510) 663-4235
ANSE CONSULTING STRUCTURAL ENGINEERS	ANAND	NENE	1624 FRANKLIN STREET SUITE 1200	OAKLAND	CA	94612-	(510) 893-3464
APPLIED EARTHWORKS, INCORPORATED	BARRY	PRICE	5090 N. FRUIT SUITE 101	FRESNO	CA	93711-	(559) 229-1856
ASPEN ENVIRONMENTAL GROUP	Anya	van Leeuwen	30423 Canwood Street Suite 215	Agoura Hills	CA	91301-	(818) 597-3407
BEALS ALLIANCE INC	DEREK	MCKEE	2455 THE ALAMEDA SUITE 200	SANTA CLARA	CA	95050-	(408) 985-7200
BKF ENGINEERS	NORMA	GRIFFIN	540 PRICE AVENUE	REDWOOD CITY	CA	94063-	(650) 482-6415
BROWN AND CALDWELL	CINDY	PAULSON	201 N. CIVIC DRIVE SUITE 115	WALNUT CREEK	CA	94596-	(925) 937-9010
Bruce Randolph Anderson & Associates	Randy	Anderson	638 1/2 First Street	Benicia	CA	94510-	(707) 746-1948
CANVASBACK CONSULTING	Bryan	Plude	1225 Aspen Place	Davis	CA	95616-	(530) 756-5200
CCCM, INCORPORATED	K.S.	KRISHNAM URTHY	1700 NORTH BROADWAY SUITE 390	WALNUT CREEK	CA	94596-	(925) 943-2262
CH2MHILL	LYNNE	HOSLEY	155 GRAND AVE STE 1000	OAKLAND	CA	94612	510-251-2426
Chambers Group, Inc.	Kathy	Kondor	17671 Cowan Avenue, Suite 100	Irvine	CA	92614-	(949) 261-5414
CHARLES I. RAUW	Charles	Rauw	1505 Ortega Drive	Martinez	CA	94553-	(925) 229-9637
CHAVES & ASSOCIATES	Arlene	Chaves	One Hallidie Plaza Suite 220	San Francisco	CA	94102-	(415) 693-9080
CHRISTOPHER A. JOSEPH & ASSOCIATES	CHRIS	JOSEPH	11894 WEST OLYMIC BOULEVARD SUITE 101	LOS ANGELES	CA	90064-	(310) 473-1600
CLEISZ PLANNING & DESIGN	SANDRA	CLEISZ	P.O. BOX 319	SONOMA	CA	95476-	(707) 938-8711
COAST & HARBOR ENGINEERING	SCOTT	FENICAL	1440 BROADWAY SUITE 920	OAKLAND	CA	94612-	(510) 268-1825
CONCEPT MARINE ASSOCIATES, INC.(CMA)	Jesus	Vargas	1853 Embarcadero	Oakland	CA	94606-	(510) 533-7600
CORNERSTONE STUDIOS, INC.	Don	Wilson	106 W. 4th Street 5th Floor	Santa Ana	CA	92701-	(714) 973-2200
DHI WATER AND ENVIRONMENT	JESPER	KJELDS	8 NESHAMINY INTERPLEX STE 219	TREVOSE	PA	19053	(215) 244-5344
E.W. MOON, INCORPORATED	ELVIN	MOON	11311 VENICE BOULEVARD	LOS ANGELES	CA	90066-	(310) 915-1018
ECORP CONSULTING INC.	Tonni	Owens	2100 Embarcadero Suite 202	Oakland	CA	94604-	(510) 434-0150

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EDAW, INCORPORATED	ELLEN	CROSS	150 CHESTNUT STREET	SAN FRANCISCO	CA	94111-	(415) 433-1484
EDWARD S. GROSS	Edward	Gross	1777 Spruce Street	Berkeley	CA	94709-	(510) 847-4061
ENGLAND GEOSYSTEM, INCORPORATED	DENNIS	ENGLAND	15375 BARRANCA PARKWAY SUITE F-106	IRVINE	CA	92618-	(949) 453-8085
ENVIRONMENTAL SCIENCE ASSOCIATES	Darcey	Rosenblatt	225 Bush Street Suite 1700	San Francisco	CA	94104-	(415) 896-5900
EVEREST INTERNATIONAL CONSULTANTS, INC	DAVID	CANNON	444 WEST OCEAN BOULEVARD SUITE 90802	LONG BEACH	CA	90802-	(562) 435-9309
F.E.JORDAN ASSOCIATES, INC.	Jay	Itote	11 Embarcadero West Suite 210	Oakland	CA	94607-	(510) 763-2400
Foothill Associates	Brian	Mayerle	2150 Professional Drive, Suite 120	Roseville	CA	95661-	(916) 782-1011
GARCIA AND ASSOCIATES (GANDA)	John	Garcia	One Saunders Avenue	San Anselmo	CA	94960-	(415) 458-5803
GEI CONSULTANTS, INC.	William	Rettberg	2201 Broadway Suite 321	Oakland	CA	94612-	(510) 835-9838
GEO/RESOURCE CONSULTANTS, INCORPORATED	STEPHE N	KROPOG	211 10TH STREET SUITE 298 SUITE 298	OAKLAND	CA	94607-	(510) 832-3177
GEOMATRIX CONSULTANTS, INC.	Mary- Margaret	Goggin	2101 Webster Street 12th Floor	Oakland	CA	94612-	(510) 663-4214
GOLDEN STATE PLANNING AND ENVIRONMENTAL CONSULTING	Matthew	Sundt	988 Fountain Avenue	Monterey	CA	93940-	(831) 372-1314
GRASSETTI ENVIRONMENTAL CONSULTING	RICHARD	GRASSETT I	7008 BRISTOL DRIVE	BERKELEY	CA	94705-	(510) 849-2354
H.T. HARVEY & ASSOCIATES	DANIEL	STEPHENS	3150 ALMADEN EXPRESSWAY SUITE 145	SAN JOSE	CA	95118-	(408) 448-9450
HAGAR ENVIRONMENTAL SCIENCE	JEFF	HAGAR	6523 CLAREMONT AVENUE	RICHMOND	CA	94805-	(510) 215-9812
HAN-PADRON ASSOCIATES, LLP	ROB	ANDREWS	1939 HARRISON STREET SUITE 730	OAKLAND	CA	94612-	(510) 452-0040
HARISON & ASSOCIATES	BARBAR A	HARISON	21 SO. CALIFORNIA STREET SUITE 205	VENTURA	CA	93001-	(805) 643-1022
HLA GROUP, LANDSCAPE ARCHITECTS & PLANNERS, INC.	Janice	Fillip	1990 Third Street Suite 500	Sacramento	CA	95814-	(916) 447-7400
HYDROIKOS, ASSOCIATION	Robert	Coats	2175 E. Francisco Boulevard	San Rafael	CA	94901-	(415) 482-8173
JM & ASSOCIATES	JANET	METH	P.O. BOX 3209	SAN LEANDRO	CA	94578-	(510) 390-3984
JONES & STOKES	Patty	Cook	268 Grand Avenue	Oakland	CA	94610-	(510) 433-8962
KAMMAN HYDROLOGY & ENGINEERING, INC	GREG	KAMMAN	101 LUCAS VALLEY ROAD SUITE 120	SAN RAFAEL	CA	94903-	(415) 491-9600

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KELLER MITCHELL & COMPANY	Jacque	Keller	302 Fourth Street	Oakland	CA	94607-	(510) 451-9982
KLS ENGINEERING, INC.	Neil	Prescott	14474 La Habra Road	Victorville	CA	92392-	(760) 955-7223
KTU & A	Sharon	Singleton	3916 Normal Street	San Diego	CA	92103-	(609) 294-4477
LAMPHIER-GREGORY	JOAN	LAMPHIER	1944 EMBARCADERO	OAKLAND	CA	94606-	(510) 535-6690
LAND STUDIO	RON	WIGGINTON	2702 EIGHTH STREET	BERKELEY	CA	94710-	(510) 548-4833
LANDPEOPLE/BRUCE RANDOLPH ANDERSON & ASSOCIATES	Randy	Anderson	638 1/2 First Street	Benicia	CA	94510-	(707) 746-1948
LFR Levine Fricke	Richard A	Nichols	1900 Powell Street, 12th Floor	Emeryville,	Ca	94608-	(510) 652-4500
LSA ASSOCIATES	Steve	Granholm	157 Park Place	Pt. Richmond	CA	94801-	(510) 236-6810
MACTEC	JAMES	BREITLOW	90 DIGITAL DRIVE	NOVATO	CA	94949	(415) 883-0112
MECA	Steven	Michelson	42 California Avenue	Orinda	CA	94563-	(925) 258-9200
MERKEL & ASSOCIATES	KEITH	MERKEL	5434 RUFFIN ROAD	SAN DIEGO	CA	92123-	(858) 560-5465
MHA ENVIRONMENTAL CONSULTING	Laurie	McClenahan	4 West Fourth Avenue Suite 303	San Mateo	CA	94402-	(650) 373-1200
MOFFATT & NICHOL ENGINEERS	DILIP	TRIVEDI	2001 NORTH MAIN STREET SUITE 360	WALNUT CREEK	CA	94596-	(925) 944-5411
MONK & ASSOCIATES	Chris	Milliken	1136 Saranap Avenue Suite Q	Walnut Creek	CA	94595-	(925) 947-4867
MOONEY AND ASSOCIATES	JAIMIE	COPPOLA	9903 BUSINESSPARK AVENUE	SAN DIEGO	CA	98131-	(858) 578-8964
MURAKAMI/NELSON	JOHN	NELSON	100 FILBERT STREET	OAKLAND	CA	94607-	(510) 444-7959
NICHOLS-BERMAN	BOB	BERMAN	110 EAST D STREET SUITE E	BENICIA	CA	94510-	(707) 745-5845
NINYO & MOORE	Joel	Kushins	675 Hegenberger Road Suite 220	Oakland	CA	94621-	(510) 633-5640
NOBLE CONSULTANTS INCORPORATED	SCOTT	NOBLE	359 BEL MARIN KEYS #9	NOVATO	CA	94949-	(415) 884-0727
NOLTE ASSOCIATES, INCORPORATED	HANK	HAUGAE	2950 BUSKIRK AVENUE SUITE 225	WALNUT CREEK	CA	94597-	(925) 279-4409
P&D CONSULTANTS	BETTY	DEHONEY	8954 RIO SAN DIEGO DRIVE SUITE 610	SAN DIEGO	CA	92108-	(619) 291-1475
PACIFIC SOUTHWEST BIOLOGICAL SERVICES, INC.	R. Mitchel	Beauchamp	P.O. Box 985	National City	CA	91951-	(619) 477-5333
PARAMETRIX, INC.	Charles	Wisdom	5808 Lake Washington Blvd NE Suite 200	Kirkland	WA	98033-	(425) 822-8880
PARSONS	WILLIAM	TAPPAN	100 WEST WALNUT STREET	PASADENA	CA	91124	(626) 440-3638
PCR Services Corporation	Juliette	Armstrong	233 Wilshire Boulevard, Suite 130	Los Angeles	CA	90401-	(310) 451-4488

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PGA DESIGN	Chris	Pattillo	337 17th Street Suite 214	Oakland	CA	94612-	(510) 465-1284
PHILIP WILLIAMS & ASSOCIATES, LTD (PWA)	PHILIP	WILLIAMS	720 CALIFORNIA STREETSUITE 600	SAN FRANCISCO	CA	94108-	(415) 262-2300
PRUNUSKE CHATHAM INCORPORATED	LIZA	PRUNUSK E	P.O. BOX 828	OCCIDENTA L	CA	95465-	(707) 874-0100
QUALTECH ENGINEERING CORP.	Mary Lee	Smith	16541 Gothard Street Suite 100	Huntington Beach	CA	92647-	(714) 375-9901
QUESTA ENGINEERING CORPORATION	JEFFREY	PETERS	1220 BRICKYARD COVE ROAD SUITE 206	POINT RICHMOND	CA	94807-	(510) 236-6114
RALPH J. ALEXANDER & ASSOCIATES	RALPH	ALEXANDE R	1020 RAILROAD AVENUE SUITE C	NOVATO	CA	94945-	(415) 892-1831
RBF CONSULTING	JENNIFE R	LOVING	500 YGNACIO ROAD SUITE 270	WALNUT CREEK	CA	94596-	(925) 906-1460
Reineck & Reineck	Jack	Reineck	1425 Cole Street	San Francisco	CA	94117-	(415) 566-3614
REINECK & REINECK	JACK	REINECK	1425 COLE STREET	SAN FRANCISCO	CA	94117-	(415) 566-3614
ROGERS E. JOHNSON & ASSOCIATES	ROGERS	JOHNSON	41 HANGAR WAY SUITE B	WATSONVIL LE	CA	95076-	(831) 728-7200
RRM DESIGN GROUP	Audrey	Jersh	3765 South Higuera Suite 102	San Luis Obispo	CA	93401-	(805) 431-1794
SAN FRANCISCO ESTUARY INSTITUTE	LINDA	RUSIO	7770 PARDEE LANE 2ND FLOOR	OAKLAND	CA	94621-	(510) 746-7334
SASAKI ASSOCIATES, INCORPORATED	TISHA	TASAKI	900 NORTH POINT STREET SUITE B300	SAN FRANCISCO	CA	94109-	(415) 776-7272
SCHAAF & WHEELER, CONSULTING CIVIL ENGINEERS	CRAIG	BENSON	100 N. WINCHESTER BOULEVARD SUITE 200	SANTA CLARA	CA	95050-	(408) 246-4848
SHAW	STEPHE N	BIANCHI	4005 PORT CHICAGO HWY	CONCORD	CA	94520	(925) 288-2336
SIGMA ENGINEERING INCORPORATED	BIJAN	SALESS	2101 AUTO CENTER DRIVE SUITE 150	OXNARD	CA	93036-	(805) 983-6262
STETSON ENGINEERS, INC.	Clare	Polansky	2171 E. Francisco Blvd. Suite K	San Rafael,	CA	94901-	(415) 457-0701
TETRA TECH EM INCORPORATED	KEVIN	BRICKNEL L	135 MAIN STREET	SAN FRANCISCO	CA	94195-	(415) 222-8306
THE BIOENGINEERING GROUP, INC.	Leo Pierre	Roy	6573 Shattuck Avenue	Oakland	CA	94609-	(510) 594-8160
TETRA TECH EM INC	EMILY	PIMENTEL	135 MAIN ST., STE. 1800	SAN FRANCISCO	CA	94105-	(415) 543-4880
Thruston Design Group	Beverly	Thruston	1202 Lincoln Avenue	Alameda	CA	94501-	(510) 521-3473
TRC	RACHEL	SCHMIDT	21 TECHNOLOGY DRIVE	IRVINE	CA	92618-	(949) 727-9336

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TREADWELL & ROLLO	Craig	Hall	501 14th Street 3rd floor	Oakland	CA	94612-	(510) 874-4500
URS CORPORATION	STEVE	KELLOGG	500 12TH STREET SUITE 200	OAKLAND	CA	94607-	(510) 893-3600
Vallier Design Associates	Marcia	Vallier	116 Washington Avenue Suite E	Point Richmond	CA	94801-	(510) 237-7745
Vaughan Surveys, Inc.	Tom	Vaughan	1101 Riverside Ave	Paso Robles	CA	93446-	(805) 238-5725
WALTER YEP, INC.	Walter	Yep	3758 Grand Avenue #31	Oakland	CA	94610-	(510) 547-0777
WEST CONSULTANTS, INCORPORATED	MARTIN	TEAL	16870 WEST BERNARDO DRIVE SUITE 340	SAN DIEGO	CA	92127-	(858) 487-9378
WETLANDS RESEARCH ASSOCIATES, INCORPORATED	MIKE	JOSSLYN	2169 E. FRANCISCO BLVD SUITE G	SAN RAFAEL	CA	94901-	(415) 454-8868
WILLDAN	Todd	Lindevald	2399 Gateway Oaks Drive #210	Sacramento	CA	95844-	(916) 924-7000
WILLIAM LETTIS & ASSOCIATES, INC.	JOHN	BALDWIN	1777 BOTELHO DRIVE SUITE 262	WALNUT CREEK	CA	94596-	(925) 256-6070
WINZLER & KELLY CONSULTING ENGINEERS	Kent	O'Brien	495 Tesconi Circle 2747 Sherwin Ave. #12	Santa Rosa	CA	95401-	(707) 523-1010
WM Holdings Inc.	Wm	Meagler	6573 Shattuck Avenue	Ventura	CA	93003-	(805) 677-4850
Wolfe Mason Associates, Inc.	Sarah	Sutton Tamblyn	7700 Edgewater Drive Suite 828	Oakland	CA	94609-	(510) 594-8160
YEI ENGINEERS, INC.	Sonia	Sue		Oakland	CA	94621-	(510) 383-1050

CALIFORNIA STATE COASTAL CONSERVANCY—SOUTH BAY SALT POND RESTORATION PROJECT
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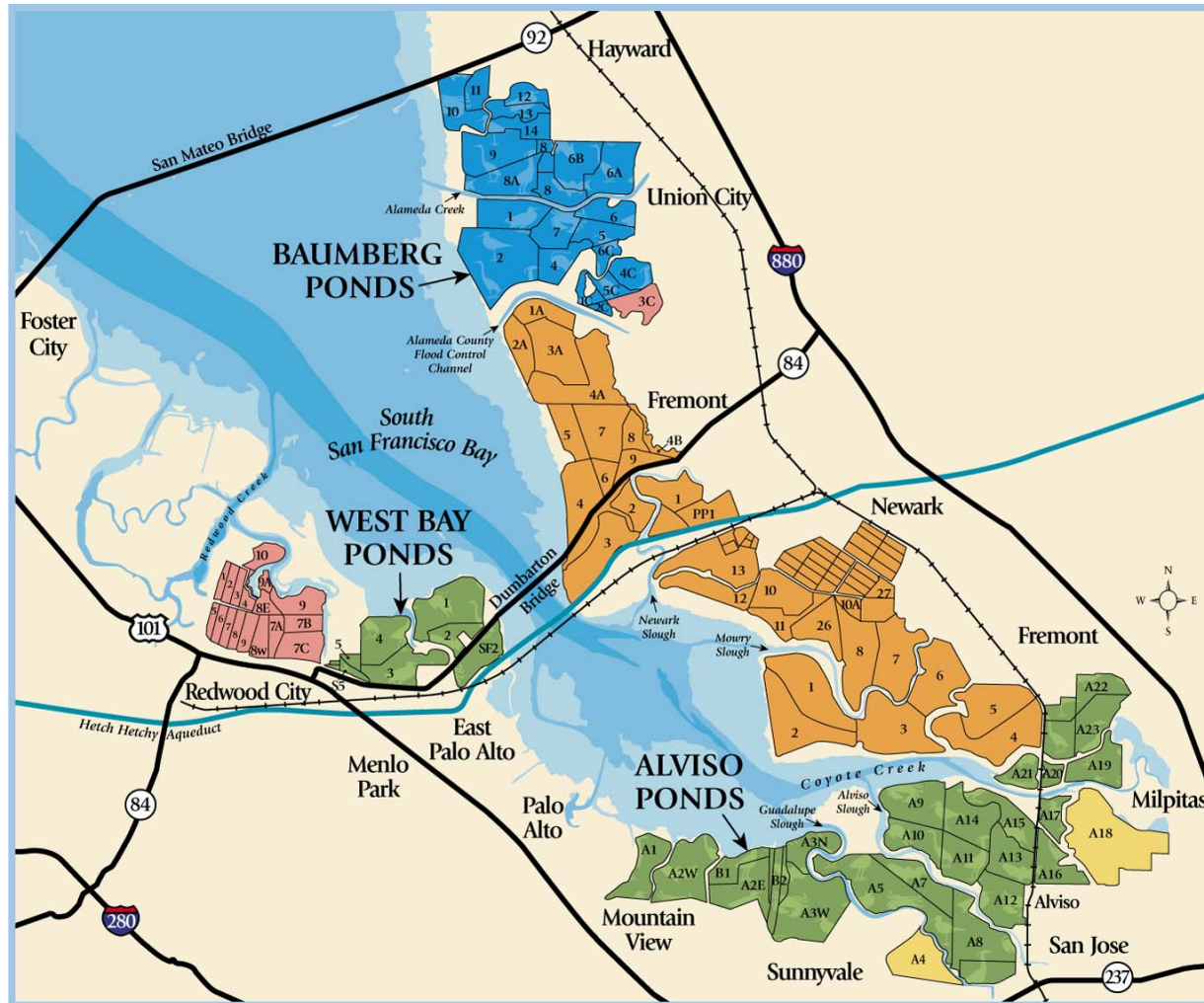


FIGURE 1
PROJECT AREA