CALIFORNIA DEPARTMENT OF FISH AND GAME
and
RESOURCES LEGACY FUND

REQUEST FOR ENVIRONMENTAL AND ENGINEERING SERVICES

NAPA PLANT SITE
RESTORATION PROJECT

NOVEMBER 19, 2004

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NAPA PLANT SITE RESTORATION PROJECT

I. INTRODUCTION

The California Department of Fish and Game (DFG) and the Resources Legacy Fund (RLF) intend to seek the services of a consulting firm or team[1] (hereafter referred to as the Technical Consultant) to conduct restoration and public access planning, modeling, environmental analysis/review, engineering design (plans and specifications), and cost estimating for the proposed restoration of wetlands and associated habitats for the 1,400-acre Napa Salt Plant Restoration Project located in Napa County, California (Figure 1). The restoration process will be managed by the California Department of Fish and Game with assistance from a Project Manager. The Technical Consultant will be under contract to the RLF.

Due to availability of funding the DFG and RLF will complete the planning process in two stages. Based on available funding, the Stage 1 scope of services is anticipated to only be for the preparation of the Restoration and Management Plan (RMP) and supporting activities (Tasks 1 through 4, and a portion of Task 9). Based upon available funding the Stage 2 scope of services is anticipated to include preparation of the appropriate CEQA document, preparation and processing of permit applications, and development of plans and specifications. It is the intent of the DFG and RLF, to enter into one contract to cover both Stage 1 and Stage 2. Implementation of Stage 2 of the contract, however, will be contingent upon the DFG and RLF's determination that the Technical Consultant has satisfactorily performed the requirements for Stage 1 and that RLF has certified that funds are available to proceed with Stage 2. The Technical Consultant selected to complete the design will not be eligible to conduct the construction. It should be noted that tasks included in this Request for Environmental and Engineering Services (RFS) are defined to the current level of understanding, which is subject to change as the planning process progresses.

This request for services is organized into 6 sections as follows:

- Section I: Introduction
- Section II: Project Background
- Section III: RFS Requirements, Process, and Schedule
- Section IV: Scope of Services
- Section V: Project Deliverables
- Section VI: Information to be Included in Consultant Submittals

Further information, including forms to be used in developing the submittal, and related information, is provided in the attachments. A pre-submittal meeting for firms interested in responding to the RFS will be held on Friday December 3, 2004 at the Napa Plant Site, 2983 Green Island Road, American Canyon, California, 94503. Attendance is strongly recommended.

RSVP TO Mr. Larry Wyckoff (see contact information below) *via e-mail* (lwyckoff@dfg.ca.gov) is suggested by December 1, 2004. Please indicate the number of people attending. In the event of a change in location, only those who have responded by email will be notified.

Interested firms should submit a statement of qualifications and a written statement of approach, as outlined in Section III. **Submittals must be received by 12:00 p.m. (noon) on December 16, 2004.** Five (5) hard copies and one (1) electronic copies (on CD, preferably in .pdf format) of the submittal should be mailed or hand-delivered to:

[1] Individual consulting firms or consultant teams are eligible to respond to this RFS. The term "consultant" is used throughout for simplicity but is not intended to indicate a preference for an individual firm or team.

U.S Mail:
California Department of Fish & Game
P.O. Box 47
Yountville, CA 94599

Hand delivered, FedEx, UPS
California Department of Fish and Game
7329 Silverado Trail
Napa, CA 94558
Attn: Mr. Larry Wyckoff

II. PROJECT BACKGROUND

This section provides a brief overview of the project, proposed planning process, and roles and responsibilities of project participants.

A. PROJECT OVERVIEW

1. General

The State of California plans to restore and enhance the former Napa Plant Site commercial salt ponds (see "Background Report on the Cargill Salt Ponds" at http://www.southbayrestoration.org/background_report.html) recently acquired in Napa County. The restoration planning effort will address any actions needed to provide flood protection to adjacent properties, potential conflicts between wildlife and the adjacent Napa County Airport and provide for wildlife-oriented public access and recreation opportunities.

The Napa Plant Site Restoration Project will restore and enhance tidal and managed wetlands, creating a vibrant ecosystem. Restored tidal marsh will provide critical habitat for the endangered California clapper rail, the salt marsh harvest mouse, and sensitive plant species. Marsh areas with extensive channel systems will also provide habitat for fish and other aquatic life. In addition, tidal marsh areas help capture and eliminate pollutants, thus improving water quality in the Bay. Some of the ponds may remain as managed ponds and will be enhanced to maximize their use as feeding and resting habitat for migratory shorebirds and waterfowl traveling on the Pacific Flyway. Opportunities to integrate the restoration of adjacent wetlands planned by City of American Canyon and a local drainage adjacent to Pond 10 as part of the overall restoration will also be identified and evaluated at the conceptual level.

Flood protection for adjacent property and infrastructure, and potential effects on the adjacent Napa County airport and navigation and residential uses on the west side of the Napa River will be integrated with restoration planning to ensure that, at minimum, flood protection is maintained at the existing levels and restoration does not have adverse affects on existing land uses on surrounding the property. The restoration design must ensure that adjacent properties and infrastructure are protected against tidal flooding.

Wildlife-oriented public access and recreation opportunities will be planned at a conceptual level as part of the restoration and management plan. Public uses are expected to include a segment of the San Francisco Bay Trail (Bay Trail) for biking and hiking, identification of hunting, angling, bird watching, and environmental education opportunities. As part of the restoration planning a monitoring plan will also be developed for the Napa Plant Site to evaluate the performance of the RMP following implementation.

The restoration planning process will be overseen by the DFG. The DFG is the landowner/manager of the Napa Plant Site. As part of the purchase, Cargill Salt Co. has retained the responsibility to remove the surface salt from the site to facilitate restoration. It is expected that complete removal will take up to 8 years, although some ponds may be available for restoration within 3 years of project acquisition. During the salt removal period Cargill retains the operation and maintenance responsibilities for the site.

The Napa Plant Site was constructed on lands which were previously tidal marsh, with the exception of Green Island. The site encompasses salt harvesting, processing and shipping facilities, crystallizer ponds and concentrating ponds. The northern portion of the site is bisected by the Northwest Pacific Railroad line and Green Island Road. The Napa County Airport borders the site to the northeast. The plant site has been inactive since the early 1990's when salt production ceased. During that period the ponds have been allowed to pond and dry based solely on precipitation. When flooded the ponds are characterized by very high salinities. Due to high pond salinities and the flooding and drying pattern the site currently supports limited wildlife use compared to other salt ponds in the region.

Funding for the acquisition of the project site has been provided by a combination of state and federal funding, and funding from the Hewlett, Packard, Moore, and Goldman Foundations. In addition, the Hewlett, Packard, and Moore Foundations are contributing to the Napa Plant Site Restoration planning and implementation effort. The remainder of the funding required for restoration planning will be provided by the State government and donated research. Funding for the construction of the long-term restoration has not been identified yet.

The DFG has identified a conceptual restoration scenario for the site and has received preliminary input on the design process from the San Francisco Bay Wetland Restoration Program Design Review Group. The Department also expects to build on the extensive planning and environmental analysis for the Napa Salt Marsh Restoration (NSMR) Project, which has been completed. The planning process for the NSMR Project addressed the restoration and management of 9,500 acres of inactive salt ponds on the west side of the Napa River. A key element of that process has been the hydrodynamic modeling of the Napa River and the effects of large-scale tidal restoration and high salinity releases associated with the restoration. This process has included a high degree of scientific and public involvement as the plan has been developed. Design for the Ponds 1 through 5 (the Lower Ponds) of the NSMR Project is expected to be completed by the end of 2004. Construction for restoration of the Lower Ponds is expected to begin in 2005, and be completed in 2006. The EIS, EIR, and Feasibility Study for the NSMR Project are available at http://www.Napa-Sonoma-Marsh.org .

The restoration planning project presents technical and logistical challenges. The primary technical challenges include the size of the project; incomplete data; and complex and/or insufficiently understood physical, biological, and chemical processes.

2. Public Participation

The DFG is committed to public participation at several stages in the planning process. The DFG and its Project Manager will work with the Napa Sonoma Marsh Restoration Group (NSMRG), an existing stakeholder group, to provide input into the planning process as alternatives are developed and during the process for determining a preferred alternative.

During Stage 2, the Technical Consultant will implement the public involvement activities for CEQA and will be responsible for coordination with the DFG and its Project Manager. The Technical Consultant will work with the DFG, project manager, and others to obtain the maximum value from public meetings.

3. Functional Organization and Responsibilities of Participants

The project organization is described below.

- Project Manager: The DFG will be responsible for managing preparation of the Restoration and Management Plan. The DFG and its Project Manager will direct the planning effort day-to-day, are responsible for day-to-day decision-making, and will provide direction to the Technical Consultant. The Technical Consultant manager will serve as the main point of contact for the Technical Consultant. The DFG Project Manager is supported by GAIA Consulting, Inc., a consultant assisting with schedule development and tracking, project planning, development of scopes of work, project

management, and other ancillary tasks. Thus, direct support for the Project Manager is not included in this request for services.

- Science Team: A Science Team will be created to provide input into the restoration planning process through the project manager to the Technical Consultant. The Science Team will participate as needed throughout the planning process. In addition, the project manager will maintain a pool of qualified individuals who can assist with peer review or specific technical tasks. The Science Team will provide guidance and science review to ensure that the planning process is scientifically sound. The Science Team consists of local experts; membership in the Science Team may overlap with and/or be a subgroup of the Napa Sonoma Marsh Restoration Group.

  The Science Team may also help with specific information review tasks and developing scopes for data collection, if needed, provide peer review of technical work efforts, review proposed work approach (e.g., extent of modeling, design of the monitoring program), and review completed work products.

- Regulatory and Trustee Agency Group: A Regulatory and Trustee Agency Group composed of agency staff from the United States Environmental Protection Agency (US EPA), National Oceanic and Atmospheric Administration Fisheries (NOAA-Fisheries), United States Fish and Wildlife Service-Endangered Species Branch (USFWS-ES), Corps, RWQCB, and BCDC will be established by the DFG. The Regulatory and Trustee Agency Group working with the Project Manager will ensure that agency concerns and requirements are addressed by the project, and that alternatives are appropriately developed so that the ultimate project design can be permitted. Membership in the Regulatory and Trustee Agency Group will overlap with membership in the Napa Sonoma Marsh Restoration Group.

- Napa Sonoma Marsh Restoration Group: The NSMRG is an existing group of North Bay stakeholders including researchers, regulatory and trustee agencies, local agencies, project owners, NGOs, and the general public. The focus of the NSMRG has been information sharing on local research and projects, and feedback on projects from members of the group. Membership in the NSMRG is open to any interested stakeholder. On occasion, subgroups of the NSMRG may be convened to discuss specific topics (e.g., modeling requirements). The DFG will be convening the NSMRG as part of the public involvement process. The NSMRG will meet periodically to provide the general public and interested stakeholders with a forum for discussing and providing input on key issues.

- Technical Consultant: The Technical Consultant is being chosen via this RFS. The Technical Consultant will work under the direction of and report to DFG and its Project Manager, and will receive input from the Science Team, the Napa Sonoma Marsh Restoration Group, and the Regulatory and Trustee Agency Group. The Technical Consultant will integrate input received and employ its technical knowledge to generate technical documents, reports, and analyses for the restoration planning effort that reflect the input received. The Technical Consultant will also provide informational materials for the Public Participation Program and other venues as requested. It is anticipated that the Technical Consultant manager will regularly meet with DFG and its Project Manager to receive direction and to fully understand project issues.

B. PROJECT SCHEDULE

The former Napa Plant Site was acquired by DFG on March 6, 2003. It is anticipated that the restoration effort will be implemented in one or two phases. The goal of the planning process is to be ready to implement the Phase I of the restoration construction within approximately 2 years (i.e., a contract should be in place for Phase I by the end of February 2007). Permits, plans and specifications for the first phase of construction should therefore be in place in time for the bid process and award to be completed by February 2007.

The overall restoration effort must be an integrated process, so even if the restoration design and implementation is phased, the overall restoration plan and monitoring plan must be completed in time to design Phase I. Whether the restoration will be phased, and scope of each phase have not been determined yet. Project phasing may be based on

availability of ponds for restoration, pond location, pond characteristics such as bathymetry and hydrologic connection, or other factors. The proposed phasing of the project will be determined as part of planning effort; the Technical Consultant will work with input from the DFG and its Project Manager, and other participants described above to develop appropriate phasing.

C. RESOURCES FOR PROJECT INFORMATION

As indicated previously, information regarding the project is available on the South Bay Salt Pond Restoration Project website (www.southbayrestoration.org), and the NSMR Project website (www.napa-sonoma-marsh.org). In addition to the information provided on the South Bay Salt Pond Restoration Project website, the bibliographic database (also accessible through the website, at http://dev.sfei.org/SouthBaySaltPond/BiblioSearch) provides access to over 270 reports and studies that may be relevant to this project.

Three specific documents that are highly relevant to the project are the Baylands Ecosystem Habitat Goals Report (http://www.sfei.org/sfbaygoals/docs/goals1999/final031799/pdf/sfbaygoals031799.pdf), the EIR for the NSMR Project, and the appendices to the Final Feasibility Report for the same project (http://www.napa-sonoma-marsh.org/documents.html). Studies performed in support of the San Francisco Airport Runway Reconfiguration Project also contain pertinent background information, including modeling.

III. RFS REQUIREMENTS, PROCESS, AND SCHEDULE

This section outlines the requirements that must be met by the Technical Consultant to be considered for the proposed contract, the RFS process, and the schedule for consultant selection. Detailed information on the required form and content of the submittal is provided in Section VI. While not all of the skills and experience described in Section III.A below may be required in Stage 1 of the work, the RLF and DFG require that the consultant selected be capable of providing all of the listed services.

A. GENERAL REQUIREMENTS

The Technical Consultant shall furnish all necessary labor, facilities, equipment, and materials to perform the work. The Technical Consultant shall be available to meet with the DFG, the Project Manager, and other key stakeholders on a regular basis and shall keep the DFG advised of work progress. The Technical Consultant may subcontract preparation of portions of this work; the entire project team should be described in this submittal.

B. REQUIRED SKILLS/EXPERIENCE

This subsection lists the required technical skills, and then describes the required interpersonal skills for the Technical Consultant manager and key staff.

1. 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 Planning and Design pertaining to estuarine environments, with specific expertise in tidal marsh restoration and managed wetlands, and a thorough knowledge of existing plans and policies pertaining to wetlands in the Bay Area
- Flood Management (tidal), including related modeling
- Geomorphology and Sediment Dynamics including related modeling
- Geotechnical Engineering and Levee Design
- GIS/Data Management
- Hydrodynamics (tidal), including related modeling
- Infrastructure Alignments, Placement, Removal, and Adjustment of Existing Structures such as waterlines, sewer lines, electrical lines, buildings, roads, etc.
- Monitoring

- 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, and trail planning and design
- Sediment Reuse, including knowledge of sediment sources, screening criteria, and placement
- Transportation Issues, specifically pertaining to airports, railroads, and county roads with adjacent wetlands
- Vector Control, particularly in regard to wetland restoration and management
- Water and Sediment Quality, including related modeling

Consultants should document their technical expertise, describe a technical approach for the entire scope of services described in this RFS (Section IV), provide resumes and project descriptions, and provide cost estimates for both stages of the contract. Specific tasks to be accomplished in Stage 1 and Stage 2 are listed in Section IV.

2. Technical Consultant Manager (TCM) and Key Staff

The abilities of the Technical Consultant Manager (TCM) 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. This project requires an experienced manager and key staff.

The TCM and key staff must have demonstrated organizational skills and a proven track record of delivering on time. The TCM and key staff must have experience managing and working on large, complex projects, including projects that require balancing competing objectives. In addition, the TCM and key staff must have excellent interpersonal, and written and oral communications skills. The TCM 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. References will be required for the TCM and may be required for other staff. The DFG prefers that the TCM 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 Technical Consultant Manager (TCM) to Lead Consultant Firm: If the submittal is by a consultant team, the TCM should be an employee of the lead consultant firm.
2. Commitment of Technical Consultant Manager: The consultant must guarantee that the TCM will be made available to the project for the duration of the project (unless that individual leaves the firm). A minimum availability requirement may be defined as part of the contract negotiations.
3. Project Office: The Technical Consultant Manager and the lead firm's project office should be located within the San Francisco Bay Area.
4. Contract Negotiations: A copy of the DFG/RLF's proposed contract for this project is provided as Attachment A. In addition, the contract may include penalties for late delivery of certain key work products. The DFG/RLF will enter into contract negotiations with the highest-ranked Technical Consultant firm/team following submittal of qualification/statement of approach and interviews.
5. Proposal Format: Detailed proposal format specifications are provided in Section VI.
6. Deliverables: All contract deliverables shall be submitted in reproducible form in electronic version on CD and in hard copy (text and graphics). More detail on deliverable requirements is provided in Section V.

D. RFS AND CONTRACTOR SELECTION PROCESS

1. RFS Process

The RFS process consists of this written request for services, and a pre-submittal meeting. As noted in the introduction, **written submittals are due by 12 p.m. (noon) on December 16, 2004**. A pre-submittal meeting for firms interested in responding to the RFS is scheduled on December 3, 2004, at the Napa Plant site, 2983 Green Island Road, American Canyon, California, 94503. Attendance is strongly recommended.

__**To attend the pre-submittal meeting, please RSVP to Larry Wyckoff *via e-mail* by December 1, 2004 (lwyckoff@dfg.ca.gov). Please indicate the number of people attending. In the event of a change in location, only those who have responded by email will be notified.**__

Questions on the RFS should be directed to:

Larry Wyckoff
California Department of Fish and Game
Central Coast Region
P.O. Box 47
Yountville, CA 94599
(707-944-5542
LWyckoff@dfg.ca.gov

Questions will only be accepted in writing (via e-mail or regular mail). All questions must be received no later than December 7, 2004. Questions and responses will be updated periodically and made available on the South Bay Salt Pond Restoration website to all interested parties. The final version of the questions and responses document will be posted by December 9, 2004. It is the responsibility of the consultant firm/team to check the website to determine whether additional questions and answers and/or clarifications have been posted.

2. Contractor Selection Process

RLF. DFG, the Project Manager, and other project collaborators may participate in the evaluation of proposals and selection of the consultant. The contractor selection process will consist of up to three steps. The DFG, RLF, and other invited reviewers will review and rank the submittals received from the consultant firms/teams, as described below. The DFG/RLF may request supplemental information and may conduct interviews with the top 3 or 4 firms/teams. Interviews will only be conducted if necessary (i.e., if several submittals have equal or very similar scores). If needed, interviews will be conducted by a panel composed of representatives from the DFG, RLF, and other collaborators. Final scores will then be a combination of the score on the written submittal and the interview. If an interview is required, the interview will last approximately 90 minutes; 15 minutes will be set aside for the presentation by the consultant. The consultant firm/team may bring a maximum of 5 people to the interview; the proposed Technical Consultant Manager and at least 2 key staff must be present.

The consultant will be hired under contract to the RLF. The DFG/RLF will attempt to negotiate a contract with the best-qualified firm/team at compensation which the DFG/RLF determines is fair and reasonable to the State of California. If the DFG/RLF is unable to do so, negotiation 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 DFG/RLF is unable to negotiate a satisfactory contract with any of the selected firms/teams, the DFG/RLF may select additional firms and continue the negotiation process.

Potential contractors will be ranked based on the following factors. Each factor will be weighted as follows by the reviewers, for a maximum total score of up to 100:

- Demonstrated competence, including:
  - Specialized qualifications for the services to be performed, as described under Technical Skills and Experience starting on pages 5-6 (25 points)
  - The firm's/team's past experience with similar projects, especially projects in the Napa River/San Pablo Bay area (15 points);
  - The education and experience of key personnel, including the TCM (15 points);
  - The firm/team's management approach (15 points) including the firm's/team's ability to meet the project schedule; and
  - The firm/team's technical approach (10 points).

- Familiarity with local stakeholders, including regulatory and trustee agencies and NGOs (5 points).

- Overall quality of the firm/team (15 points) as reflected in the submittal, including:
  - The nature and quality of the firm(s)'s past completed work;
  - The longevity of the firm(s) and amount of staff turnover; and
  - The clarity and completeness of the written submittal.

The contract will be awarded without discrimination based on color, race, religion, sex, or national origin.

E. SCHEDULE

TASK	Duration	Start Date	End Date
Release Request for Services to Consulting Firms	1 day	Fri 11/19/04	Fri 1/19/04
Consultant Proposal/Qualifications Submittal Period	28 days	Fri 1/20/04	Thur 12/16/04
Pre-Submittal Meeting	1 day	**Fri 12/3/04**	**Fri 12/3/04**
Final Day to Submit Questions on the RFS			12/7/04
Final Q&A Posted on Project Website			12/9/04
Consultants' Written Submittal Due		**Thur 12/16/04, 12 p.m.**	**Thur 12/16/04, 12 p.m.**
Evaluate Consultants' Written Submittals, Select Short List	14 days	Fri 12/17/04	Thurs 12/30/04
Notify Consultants of Selection or Requirement for Interviews	1 day	Fri 12/31/04	Fri 12/31/04
Negotiate Contract with Selected Consultant	14 days	Tues 1/4/05	Mon 1/17/05
Issue Contract	7 days	Tues 1/18/05	Mon 2/1/05
NOTE: If Interviews are held, the following dates will apply:			
Interview Preparation Period for Consultants	9 days	Sat 1/1/05	Sun 1/9/05
Conduct Interviews	1 day	**Mon 1/10/05**	**Mon 1/10/05**
Determine Selected Consultant	7 days	Tues 1/11/05	Mon 1/17/05
Negotiate Contract with Selected Consultant	14 days	Tues 1/18/05	Mon 1/31/05
Issue Contract	7 days	Tues 2/1/05	Mon 2/8/05

IV. SCOPE OF SERVICES

The scope of services described in this section is based on the DFG's current understanding of the project, and project roles and responsibilities, and is subject to change. An estimated budget for the planning period, by general category, is provided for reference in Table A. The order in which the tasks are listed in this section should not be construed to indicate that the DFG intends for the tasks to be conducted in this sequence, nor is it a reflection of the importance of each task. The sequence of the work required to achieve the project goals should be described by the consultant as part of the Technical Approach (see Section VI).

The Technical Consultant's primary role will be to conduct the technical work effort required for the planning process. In this role, the Technical Consultant will be expected to receive and integrate input from participants, and assist the Project Manager with devising solutions that will achieve a successful balance among project objectives. Technical work efforts may be guided by input from the Science Team.

The scope of services includes coordination with stakeholders and organizations performing work related to the project. The Technical Consultant selected for this project will have an important role in ensuring that project-related communications are effective, accurate, and timely. At minimum, the consultant will be required to coordinate its work with the following groups:

- DFG
- Project Manager
- Napa County Flood Control
- Napa County Airport Commission
- Napa County Mosquito Abatement
- Napa Salt Marsh Restoration Project
- City of American Canyon Wastewater Treatment Plant and Restoration Project
- Science Team
- NSMRG
- Regulatory and Trustee Agency Group

Coordination activities performed by the Technical Consultant may include attending working meetings, presentations, preparing written material on technical subjects, and ensuring that the various groups are kept up to date on the progress of the technical activities. All presentations and written materials will be reviewed by the DFG.

In addition, the final electronic version of each document, in pdf format, must also be supplied to the DFG. Final documents will be posted on the South Bay Salt Pond Restoration Project website by that website's manager.

A. TASK 1: ALTERNATIVE REFINMENT AND EVALUATION

DFG will define a set of restoration scenarios, as well as a budget available for recreational features. The Technical Consultant will work with DFG to develop the restoration scenarios into Initial Alternatives based upon the established goals and objectives. Initial Alternatives will include recreational features and will be refined into Final Alternatives based on public input, initial modeling, and preliminary environmental and cost review.

Due to the timing of salt removal, implementation of the restoration effort is expected to be phased. Proposed phasing will be determined as part of the alternatives refinement process. The overall goal is to begin construction of Phase I of the restoration by Spring of 2007. While implementation of the project may be phased, project alternatives must address the entire project area, and provide an overall template for implementation of the project.

The alternatives development process will culminate with the development of a Restoration and Management Plan (RMP) that describes the Final Alternatives and a Preferred Alternative. The RMP will serve as the basis for the environmental review. The consultant's environmental review staff should be involved in the alternative refinement process (i.e., screening-level environmental review of Initial Alternatives will be an integral aspect of defining Final Alternatives).

The public participation effort will be managed by the DFG; the consultant retained for the work conducted pursuant to this RFS will integrate the public input with input from the Science Team, Project Manager, and other stakeholders. Refinement and evaluation of alternatives will consist of the following steps.:

1. Task 1a: Background Information and Basis for Evaluation

The first step is to compile relevant background information, and define the basis for evaluating alternatives. It includes defining existing conditions, the "No Project" Alternative, opportunities and constraints, and alternative evaluation criteria. To describe existing conditions, the Technical Consultant will compile and document available information regarding the physical, biological, and chemical conditions in the project area and potentially-affected near-by areas. This step will include an analysis of existing flood risks, hydrodynamic conditions, and ecological conditions; available recreation and public access resources; land use information; and known trends affecting resources in the project area. Information developed as part of Task 2 (Prepare Topographic Map) will be included in the description of existing conditions. The Technical Consultant will prepare an Existing Conditions Memorandum to summarize the information described above, and to document the data sources used in defining the existing conditions. The Existing Conditions Memorandum will include much of the information required for the CEQA environmental setting (see Task 6).

In addition to the need to describe existing conditions, CEQA requires analysis of a "No Project" alternative. "No Project" is not interpreted to mean that no activity would occur in the project area; rather the "No Project" Alternative represents the most likely conditions in the project should the proposed project not be implemented. It is used as the basis for comparison for the environmental review, including the EIR, and any Endangered Species (Section 7) consultation that may be required. The description of the "No Project" Alternative will be included in the Existing Conditions Memorandum.

The opportunities and constraints posed by the physical, biological, chemical, regulatory, and political conditions affecting the project provide the framework for project planning and alternative evaluation. The opportunities and constraints analysis will be used to provide the underlying basis for discussions in the NSMRG, and will be used to refine the Initial Alternatives. The results of the flood protection and navigation needs, opportunities, and constraints assessments (see Task 4) will be used to help identify the various options available for integrating restoration, navigation, and flood protection. The presence of the Napa County airport must also be considered in the opportunities and constraints assessment.

Opportunities and constraints will be identified for the entire site. In addition to environmental factors, flood protection, public access needs, and constraints imposed by existing plans and land ownership, the opportunities and constraints analysis must include an assessment of the cost and level of needed maintenance, and surrounding land use.

Evaluation criteria will be developed to screen alternatives. The evaluation criteria will be applied during alternative development and evaluation, and must be clearly comprehensible to the public. Evaluation criteria will be developed in collaboration with the Science Team, Project Manager, and other stakeholders. Opportunities and constraints, and the evaluation criteria will be summarized in a short memorandum, or may be included as appendices to the Existing Conditions Memorandum.

2. Task 1b: Refine Alternatives and Project Phasing

The technical consultant will develop the restoration scenarios provided by DFG into the Initial Alternatives by adding information regarding the extent of restoration activities and related features (including flood control and conceptual recreation features). The opportunities and constraints analysis will be used to modify alternatives as necessary to achieve project goals. The Technical Consultant will also refine the phasing of the alternatives, and describe the projected habitat evolution and outcome for the site under each alternative. The recreation and public access elements of the project will be based on DFG's regulations, local and regional planning documents, and input provided by the NSMRG. It is anticipated that the recreation component of the alternatives will focus on identification of future trail alignments and, to a lesser degree, the potential for development of interpretative facility within the current industrial area of the Napa Plant site. In addition, the refined alternatives will include appropriate flood control elements (as determined in Task 4), maintain current navigation conditions in Napa River, and will include an evaluation of potential constraints associated with the Napa County Airport, which is located immediately northeast of the project site. The Initial Alternatives will form the basis for the physical modeling (see Task 3).

Results of the initial modeling will be used to refine the Initial Alternatives to more effectively meet the project goals and objectives (e.g., to reduce potential adverse impacts, improve outcomes for target species, and/or accelerate the rate of habitat restoration). It is anticipated that one or more alternatives may be combined or eliminated as a result of the refinement process. The outcome of the refinement process will be a set of Final Alternatives, likely consisting of 2 to 3 action alternatives and the No Project Alternative.

The refinement will include identification of additional information or data needed to fully describe and evaluate the alternatives (data gaps identification). Where additional data collection is recommended, the consultant may be asked to prepare a scope of work for the additional data collection effort; in other cases, the data collection scope will be authored by the DFG. Data collection will typically be completed under a separate contract.

3. Task 1c: Evaluation of Final Alternatives

The Final Alternatives will be evaluated using the criteria developed as part of Task 1a. Evaluation factors will include technical feasibility, ease of implementation/constructability, concept-level cost estimates, potential adverse environmental effects, and public input. Supplemental modeling may be required to allow more definitive evaluation of one or more alternatives. The development and evaluation of the alternatives will be documented in the Restoration and Management Plan (see Task 1.d).

Concept-level cost estimates and design information are required to evaluate the final alternatives and select a preferred alternative. Concept-level design will most likely be based on "unit" quantities. The consultant will develop cost and activity (equipment use, personnel) estimates for unit quantities, such as construction of 100 linear feet of levee or construction of 100 linear feet of habitat restoration features such as contouring or constructing islands or berms. Unit estimates will also be developed for managed pond features, flood protection features, recreational features, sediment import from Napa River maintenance dredging, monitoring activities, and operations and maintenance (including management of invasive species and predators, and maintenance of recreational facilities), and other project features, as needed.

These unit estimates can then be applied to the components of the Final Alternatives to provide a relative assessment of costs. Concept-level design efforts will be limited to generating typical quantity estimates (e.g., amount of soil removed per linear foot of levee breach, typical culvert sizes and lengths for managed pond water control structures, average frequency of required maintenance and operations activities) and generally locating constructed features on a site plan. Following design of the "unit" features, the Technical Consultant will work with the Project Manager to define the estimated total quantities of each type of feature required for each final alternative, and generate a comprehensive estimate of quantities, equipment use, and personnel. The concept-level design effort is equivalent to approximately the 15% level of design.

The concept-level design will also include an assessment of construction methods. The consultant will identify the various construction methods, especially bioengineering approaches, available for each "unit" included in the preliminary design. The goal is to identify the most environmentally sound construction method for each type of activity and to assess environmental trade-off between the various construction methods. For example, there may be multiple ways to deliver fill for levee construction, or multiple ways to construct a channel in a pond. Impacts from construction activities could be significant, and the selection of environmentally friendly construction methods will help reduce overall construction-related impacts. In addition, due to the sensitive nature of the construction area, construction access and staging areas may have to be addressed in the preliminary design. The work completed for the preliminary design and cost estimate will be documented in a Concept-Level Design and Cost Estimate Memorandum, which will become an appendix to the RMP.

The Final Alternatives will be evaluated in the EIR. The Preferred Alternative may be subject to detailed modeling to more accurately predict the potential impacts associated with implementation of the alternative. The development of the Final Alternatives will be described in the Restoration and Management Plan (see Task 1d) , which will be suitable for distribution to the public.

4. Task 1d: Restoration and Management Plan

Concurrent with the development and evaluation of the Final Alternatives, the consultant will prepare a Restoration and Management Plan (RMP). The objectives of the RMP are to document the alternatives development process, inform the public and public officials about the Final Alternatives and serve as the conceptual design report. The RMP will present the Final Alternatives in a concise, comprehensible fashion. It will include a summary of the alternatives (and components) considered, describe how alternatives development and screening was conducted, describe the likely phasing of the restoration effort, and provide graphics depicting the Final Alternatives. It will also recommend a Preferred Alternative. It will provide sufficient detail regarding project construction (e.g., quantities, methods, schedule) and development to allow for CEQA environmental review.

The RMP will reflect input from the DFG, NSMRG, Science Team, and Project Manager, as appropriate. The RMP will incorporate a summary of trade-offs that will be inherent in the project, including trade-offs between different types of recreational interests and trade-offs between wildlife protection and recreation/access. The RMP will also provide information about physical design techniques and management strategies that may be used to address opportunities and constraints. Finally, as part of the RMP, the consultant will provide siting, design, and management guidelines for recreation and public access features.

The Draft RMP will accompany the Draft CEQA document and will be subject to public/stakeholder input. The consultant will prepare a presentation for the general public for the public review draft of the RMP. The briefing will include providing the appropriate presentation materials to the attendees. Meeting logistics (i.e., such as obtaining a meeting room and providing audio-visual equipment) for this presentation will be managed by DFG. The consultant should anticipate that the public briefing(s) may occur in the evening.

B. TASK 2: TOPOGRAPHIC MAP

One of the first steps in defining existing conditions will be development of a topographic map for the property. As part of this task, the consultant will also acquire tidal data for restoration planning and modeling. If LIDAR photogrammetry survey data is used it must be verified with ground controls within the ponds and on internal levees. The tidal datum for the restoration site must be verified; this verification may rely upon previous work completed for the NSMR Project. Similar verification of reference marsh elevations (e.g., Fagan Marsh Ecological Reserve) should also be provided.

C. TASK 3: PHYSICAL MODELING

Modeling will be crucial to understanding the potential effects of various restoration alternatives on the existing landscape, time required for restoration, flood impacts, and impacts to the physical processes of the Napa River. Modeling will be structured to evaluate impacts and benefits associated with the various alternatives, and to arrive at a set of Final Alternatives, including a Preferred Alternative. The Preferred Alternative will be modeled in detail to allow potential impacts and cost to be quantified. Supplemental modeling may be required to address certain very specific environmental impact, permitting, or design questions. The modeling task includes:

- Selection of the appropriate model(s),
- Model set-up/calibration (or appropriate modifications for existing models of the Napa River system),
- Preliminary runs (to refine the alternatives),
- Detailed runs (for the Preferred Alternative considered in the environmental review, and to help identify the Preferred Alternative for design), and
- Supplemental runs (to clarify specific issues).

The modeling effort should incorporate hydrodynamic and related information contained in the existing model for the NSMR Project. All such information will be made available to the selected consultant.

Modeling of physical processes will be required to address hydrodynamic considerations (including potential flood effects), geomorphic changes, and related factors, such as:

- Sediment budget and geomorphic processes
- Near-field and far-field effects of restoration
- Pond management requirements and options
- Flood management requirements/levee improvements
- Hydrodynamic effects on the stability of existing or proposed levees
- Infrastructure constraints
- Salinity impacts to local waterways and groundwater

A phased modeling strategy should be developed that is need(s)-driven, and tied into the restoration project planning and design timeline. Initially, to allow development of screening-level restoration alternatives, modeling of physical processes must answer the following questions:

- How will the restoration alternatives affect the sediment budget of the Napa River, and redistribute sediment within San Pablo bay, and how will this impact:
    a. Restoration timelines?
    b. The geomorphology of the project area (redistribution of habitats)?
- What is the extent of the project's effect on the existing hydrology, hydrodynamics, aquatic ecosystem, and/or landscape?
- What are the flood and navigation implications of various actions?
- What is the cumulative impact of this project combined with other projects underway (or reasonably foreseeable) in the vicinity?

The above questions will allow the Project Manager to answer the overall question of the types of habitat that can be restored, where, and how much of various types of habitat are feasible under various assumptions regarding sediment import. The technical topics to be addressed by the modeling of physical processes are shown in Table B.

Modeling Technical Memoranda pertaining to modeling of physical processes will be generated by the Technical Consultant upon completion of model set-up and calibration (Technical Memorandum 1), completion of modeling for the alternative refinement and evaluation (Technical Memorandum 2), and -- if needed -- completion of Supplemental Modeling (Technical Memorandum 3). If multiple physical process models are used, set-up and calibration of models following the initial set-up and calibration phase will be documented in supplemental Technical Memoranda. The Modeling Technical Memoranda will become an appendix of the RMP.

The Technical Consultant will perform QA/QC throughout the modeling process. In addition, members of the Science Team may perform QA/QC, including review of model set-up and calibration (for each model used), and the various iterations of modeling runs.

D. TASK 4: FLOOD PROTECTION AND NAVIGATION

Project implementation will affect existing flood protection levels on adjacent properties and possibly navigation on the Napa River. The project will maintain existing levels of flood protection to adjacent lands and may enhance flood protection, if feasible. The project presents the opportunity to restore historic connections to floodplains near the mouths of creeks and sloughs. Flood management needs may drive certain aspects of the design (e.g., placement of levees and trails) that will influence the overall restoration design. This task will begin with a needs, opportunities, and constraints assessment for both flood management and navigation. The Technical Consultant will work with the flood management agencies and Napa County to identify opportunities for combining restoration and flood management and navigational maintenance, and constraints on restoration that may be imposed by flood management and navigation needs. The required level of flood protection will also be defined in consultation with the flood agencies. Assessment of flood management and enhancement, and navigation issues will include working with Napa County Flood Control District, the U.S. Army Corps of Engineers, and the City of American Canyon.

Navigational issues will be evaluated based on potential effects on the Napa River Navigation Channel and on boat docks along the west side of Napa River. Evaluation of potential flood and navigational impacts resulting from the project will be conducted as part of the physical modeling and alternatives evaluation. The task will include an assessment of the likely extent of tidal flooding under several alternatives, and an evaluation of alternative designs for flood and navigation protection.

E. TASK 5: DETAILED DESIGN AND COST ESTIMATING

The detailed design will begin after an alternative has been selected through the environmental review process. As noted earlier, the goal of the design and cost estimating effort is to complete the detailed design and have a construction contract in place for Phase I restoration by Spring 2007. The detailed design and cost estimate will build on the concept-level design and cost estimate completed as part of Task 1. Construction access and staging areas must be clearly defined in the detailed design, to ensure protection of the sensitive habitats in the project area.

The detailed design effort will culminate in the preparation of bid-ready plans and specifications. Interim deliverables for the detailed design will consist of a 50% level of design, 95% level of design, and 100% level of design. DFG requires a cost estimate for construction and an overall estimate of the implementation and

maintenance and operating cost for the project, so that a funding strategy can be developed. A cost estimate will accompany the plans and specification at each stage of the detailed design. The detailed cost estimate accompanying the final design will serve as the basis for evaluating construction bids. The detailed design package will be reviewed at all three stages. Reviewers are likely to include interested stakeholders and technical experts. The detailed design effort must be coordinated with the permitting effort to ensure that the proposed design can be permitted. Supplemental modeling may be required to define specific sizes of design features and quantities of materials.

As part of the detailed design, the consultant will prepare the Operations and Maintenance (O&M) Plan for the project. The O&M Plan will clearly define the types of O&M that will be required for each part of the project. In addition, the O&M Plan will include a discussion of permits and other environmental approvals that may be required to execute the various activities contained in the Plan. The detailed O&M Plan will specify the triggers/criteria for maintenance, and will include an operations manual for features (such as ponds) that require on-going maintenance. The O&M Plan will serve as the basis for the O&M cost estimate, and is a stand-alone document.

The assumptions made and calculations completed for the detailed design will be presented in the Detailed Design and Cost Estimate Memorandum, which will accompany the final design. Following award of the construction contract, the consultant will provide responses for requests for information (RFIs) from the contractor, conduct on-site inspections, and provide review and consultation as required.

F. TASK 6: CEQA COMPLIANCE AND RELATED DOCUMENTATION

The DFG will be the lead agency for CEQA. Other regulatory, jurisdictional, and trustee agencies will provide input throughout development of the CEQA document. The CEQA process will build on the analysis and information already contained in the EIR for the NSMR Project. It is currently anticipated that the CEQA document will be an EIR. The Final Alternatives included in the RMP will be analyzed in the CEQA document; the Preferred Alternative identified in the RMP will serve as the basis for the project description.

The Technical Consultant will prepare and distribute the Notice of Preparation (NOP) and Draft EIR. The Technical Consultant will also prepare the Final EIR based upon the comments received during the public comment period, and will prepare the Mitigation, Monitoring and Reporting Plan (MMRP) and the draft Findings. The required public involvement under CEQA will be integrated to the extent possible with the other public outreach activities, but it will be the responsibility of the Technical Consultant to ensure that public involvement requirements pertaining to CEQA have been met. All notices will be provided in hardcopy to the entire address list, and may also be published electronically.

1. Task 6a: Scoping and Preparation of Administrative Draft Environmental Impact Report

The consultant will implement the scoping effort. Scoping will include consultation with responsible resource and permitting agencies to assure that the CEQA document adequately addresses the issues associated with their approval process. A Public Scoping meeting, if determined to be necessary, will occur after the NOP has been circulated. Scoping comments will be compiled and sorted into topic categories for consideration in the EIR.

Once the Draft RMP has been completed (i.e., the Final Alternatives have been identified), the CEQA consultant will conduct the impact analysis and prepare a complete ADEIR, including all appendices and related technical reports (e.g., traffic, biological surveys), if any. It should be noted that no cultural surveys have been completed at the project site. Significance criteria used in evaluating project impacts will be developed in draft form by the Technical Consultant, and must then be reviewed and approved by the Project Manager (and other stakeholders, as appropriate) prior to being used to conduct the impact analysis.

The Project Manager and selected other stakeholders will review the complete ADEIR and provide comments. The Technical Consultant will be responsible for developing a comment review process that provides for expedited resolution of conflicting comments. The EIR should be formatted in a manner that will facilitate preparation of the Findings and the MMRP.

2. Task 6b: Draft EIR

Following receipt of comments on the ADEIR, the consultant will prepare a Check Copy Draft EIR. The Project Manager will review the Check Copy DEIR to ensure all comments have been integrated/addressed to the Project Manager's satisfaction. Once final changes are complete, the Technical Consultant will produce a camera-ready DEIR for final review. Upon Project Manager approval, the consultant will produce and distribute the DEIR. The DEIR will be circulated to the appropriate local, state, and federal agencies and interested organizations and individuals.

To minimize the environmental impact of producing the DEIR, the document will be provided to the public and others on CD-ROM; hardcopy documents will only be supplied to public information repositories and individuals specifically requesting hardcopy documents. Comment responses will be included in the comment response document published as part of the final EIR.

3. Task 6c: Final EIR and FEIR Certification

Once comment responses are developed, the consultant will prepare an administrative final (AF) EIR. Comments on the DEIR will be compiled into a separate comment/response document that will also include revised text sections to show changes made pursuant to the comments. A comment response will be provided for each comment. The comment/response document and the DEIR together comprise the AFEIR. The DEIR itself will not be revised.

The AFEIR will be reviewed by Project Manager and selected other individuals. Comments will be provided to the Technical Consultant in the same manner as for the DEIR. The comments will be incorporated by the consultant, and the Technical Consultant will produce a Check Copy Final EIR and camera-ready FEIR as described for the DEIR. Following final QA and approval by the Project Manager the consultant will produce and distribute the final EIR, and prepare the appropriate notices. The Technical Consultant will compile the MMRP required for approval of the FEIR, and draft Findings. Preparation of the MMRP will include preparation of a draft and final MMRP. DFG will prepare the final Findings. Once the FEIR has been completed and certified, DFG will submit a Notice of Determination.

4. Task 6d: Biological Assessment and Section 404(b)1 Analysis

The Biological Assessment (BA) and Section 404(b)1 Analysis will be completed concurrently with the EIR. The Draft BA and Section 404(b)1 Analysis will be reviewed by the Project Manager, Science Team, and other stakeholders, revised appropriately, and then submitted to the agencies. The associated regulatory/trustee agency consultation will occur through the Regulatory and Trustee Agency Group (see Task 7, below).

5. Task 6e: Cultural Resources Survey

For this task, the Technical Consultant will first develop a cultural resources assessment strategy designed to conduct the cultural resources survey(s) and consultation(s) in the most effective and efficient way possible. The consultant will then conduct the cultural resources survey and consultation. The Technical Consultant will coordinate the cultural resources work with the EIR, design, and implementation schedule. The Technical Consultant will be responsible for all coordination and notifications required as part of the cultural resources survey.

G. TASK 7: REGULATORY COORDINATION AND PERMITTING

The Project Manager will develop a draft strategy for obtaining permits and approvals and will work closely with agencies that have potential regulatory or other approval authority for the project. The goal of the regulatory coordination and permitting effort is to ensure the project design can be permitted, and that permits are in place for construction of the project at the end of the planning period. As noted earlier, the Project Manager will establish a Regulatory and Trustee Agency Group. The purpose of this group is to provide on-going regulatory/trustee agency input into the development of the RMP, EIR, Biological Assessment, Section 404(b)1 analysis, and permit applications, and to ensure that various agency requirements are met. The group will also provide a forum for reaching consensus on potentially conflicting requirements.

The Technical Consultant selected for this RFS is expected to attend approximately three Regulatory and Trustee Agency Group meetings, provide project status briefings to the Group, and provide other information to the Group as needed to ensure that permits can be obtained. The Technical Consultant will identify key data needs for the various permits that may be required and develop a detailed schedule for obtaining permits and approvals.

The Technical Consultant will prepare the permit packages for submittal to the various federal and state agencies. In addition to actual permit applications, this task also includes coordination to obtain Biological Opinions from FWS and NOAA-Fisheries. Each permit package will include the permit application, supporting information, and draft permit language. The Technical Consultant will be expected to revise the permit applications as necessary to obtain agency approval. The Technical Consultant will be responsible for coordinating permit hearings, including preparation of any required presentations. A representative(s) from the Technical Consultant will accompany the Project Manager and other DFG/RLF representative(s) to the permit hearings.

The final step in this task is the preparation of a Permit Compliance Memorandum. The Permit Compliance Memorandum will clearly summarize all required conditions and activities included in the various permits for the project, and will include a detailed listing, description, and timeline for each deliverable required by the permits.

DFG is seeking innovative ideas to minimize the permitting effort. Given the potential phasing and the on-going maintenance requirements for ponds retained as ponds, the permit approach must be planned carefully to ensure continuity over the long-term, while streamlining the actual permit renewal/amendment/preparation effort. The permitting effort should be coordinated closely with the development of the Monitoring Plan and the detailed design and specifications.

H. TASK 8: MONITORING PLAN

The consultant will be responsible for preparing the Monitoring Plan for the project. The monitoring program will be developed in conjunction with the MMRP (Task 6c). The goal of the Monitoring Plan is to develop a streamlined data collection/monitoring program that will support future management and assure compliance with all mitigation measures and permit conditions. One goal of the Monitoring Plan is to identify innovative technologies that could be used to monitor the project, improve DFG's ability to track project progress and impacts, and reduce costs. The monitoring plan will provide specific information on the monitoring to be conducted for the entire project area, including information on the frequency and location of samples, monitoring/analysis methodology, data evaluation, and opportunities for collaborative data collection. In addition, as part of the developing the plan, the Technical Consultant will coordinate with other restoration projects and other data collection efforts occurring in the project area to identify opportunities for collaboration on monitoring.

I. TASK 9: PROJECT MANAGEMENT

As discussed earlier, effective project management will be a critical factor in the success of this project. In general management activities related to a specific task should be included with that task. The project management task includes those activities that are not directly associated with a specific task. The activities will include schedule and budget management, overall consultation with the Project Manager and other stakeholders (as directed by the project Manager), internal coordination and communications (including overall coordination of QA/QC activities), staff allocation and management, and management-related meetings.

V. PROJECT DELIVERABLES

A number of documents will be generated as part of the work proposed under this contract. A hard copy of all deliverables will be provided to both the DFG and RLF. Other reviewers and stakeholders will receive hard copies as necessary; the goal is to deliver most deliverables to other recipients electronically. The Project Manager has identified a process for ensuring that the appropriate people and organizations review the deliverables, and that consistency is maintained between documents. Deliverables are divided into two categories: major deliverables and other deliverables. Requirements for major deliverables and other deliverables are described below.

A. MAJOR DELIVERABLES

Major deliverables are reports and memoranda documenting the completion of key tasks or subtasks on the project.

1. Listing of Major Deliverables

Table C provides a list of the major deliverables identified for the proposed contract. This list of major deliverables should be considered preliminary. Some deliverables will be combined, if feasible. Major deliverables may include maps, graphics, or drawings, as well as appendices; the requirements outlined in Section V.B apply to all components of the major deliverables. The deliverables are shown by task; the listing should not be construed as the sequence in which these documents will be delivered.

2. Requirements for Major Deliverables

a) *Key Components of Major Deliverables*

In addition to the body of the report, formatted in a way agreed upon between the Project Manager and consultant, each major deliverable must include the following components.

- Executive Summary
- Acronyms and Glossary (sufficient to enable the public to understand the deliverable)
- For internal and public review drafts: line numbers and comment.
- Revision Tracking (to ensure that all reviewers are reviewing the appropriate version of the deliverable).

All major deliverables must be provided in both hard copy and electronic format (on CD), and all public review drafts and final documents must be provided in pdf format, so that they can be easily posted on the project website. The deliverables will be posted on the South Bay Salt Pond Restoration Project website by that website's manager. An abstract will accompany the electronic deliverable for the website and will be used to announce the availability of the new deliverable on the website. All text will be printed single-spaced, double-sided, using a conventional report (11-inch by 8.5-inch) format.

b) *Project Manager Briefing*

At each significant review stage for major deliverables (e.g., administrative draft, public draft, administrative final draft, and final), the consultant will prepare and conduct a Project Manager briefing. The Project Manager will generally allow one to two hours for the briefing. Other stakeholders, including the Science Team, may be present at the briefing. The location(s) for the briefings will be determined at the time they are scheduled. The briefing will include providing the appropriate presentation materials to the attendees.

The briefing should be in presentation format, and should provide a thorough overview of the deliverable. For drafts subsequent to the administrative draft, the Technical Consultant will identify important issues that have not been resolved, and list other components of the project that may be affected by any new conclusions/data that have resulted from the revisions made. Presentation briefings may be posted on the project web site.

c) *File Retention/Project Library*

The Technical Consultant will house the project library at the Technical Consultant's project office, and will ensure that it is readily accessible to the public during normal business hours (for consultant teams, the project library should be housed at the lead firm's project office). The Technical Consultant should maintain an appropriate index to ensure that documents are easy to find.

B. OTHER DELIVERABLES

Other deliverables are defined as all those deliverables not included in Table C. Other deliverables may include various memoranda documenting project activities, status reports, draft scopes of work for data collection, field data reports, and specific graphics or drawings requested by the Project Manager. Other deliverables may require some

or most of the features described for major deliverables; requirements will be defined when each deliverable is contracted.

C. REVIEW PROCESS AND QA/QC REQUIREMENTS FOR DELIVERABLES

Effective quality control and quality assurance procedures are essential for ensuring the technical integrity of the deliverables prepared for the project. QA/QC requirements for major deliverables and other technical products are outlined below.

1. QA/QC

   Major deliverables will be QA/QC'd by the Technical Consultant. Independent technical review will be provided by the Science Team as needed. In addition, all major deliverables are to be reviewed by the Technical Consultant's technical editor to ensure that they are concise and comprehensible to the public. The Technical Consultant's QA/QC effort must be documented; for example, comments on internal review drafts, and actions taken to address to those comments must be available for review by others.

   The QA/QC process for other deliverables should be consistent with the professional standard of care for the type of work involved, and should be appropriate to the purpose and significance of the deliverable(s).

2. Review Process Requirements

   Typically, drafts of major deliverables will be reviewed by a number of stakeholders in addition to the Project Manager. The other reviewers will be determined on a case-by-case basis, depending on which stakeholders may be directly affected and/or have the technical expertise to review the deliverable. The Technical Consultant will compile all comments, group comments by topic, identify conflicting comments, provide proposed comment responses (except for conflicting comments), and options to address conflicting comments. The Project Manager will resolve the conflicting comments identified by the Technical Consultant, modify the proposed comment responses as needed, and provide specific language and/or direction to the consultant for comment responses addressing conflicting comments.

   At a minimum, the review process for other deliverables will consist of review by the Project Manager. Scientific deliverables such as data reports may also be reviewed by members of the Science Team.

D. PROJECT MAPS, GRAPHICS, AND DRAWINGS

Project maps, graphics, and drawings will be delivered in either pdf format (for small graphics generated as part of reports and other deliverables), or in a format that will be compatible with the South Bay Salt Ponds Restoration bibliographic database. The Technical Consultant should anticipate that many of the graphics and drawings generated for the project will be linked to a GIS database, and may be generated as layers of a GIS database. As noted earlier, electronic copies of all deliverables generated will be transmitted to South Bay Salt Pond Restoration Project website manager for incorporation into the project database.

VI. INFORMATION TO BE INCLUDED IN SUBMITTAL

The total page limit for the body of the submittal is 26 pages, divided as follows and described below:

- Team Organization = 3 pages
- Approach = 15 pages
  - Understanding of Project/Key Issues = up to 4 pages
  - Technical Approach = up to 13 pages
  - Management Approach = up to 3 pages
- Qualifications = 8 pages

In addition, the submittal should include the following (described in more detail below), which do not count towards the 31 page limit:

- 2 Cost Tables (Stage 1 and Stage 2)

- Up to 10 Resumes, no more than 2 pages each
- 5 - 8 Relevant Project Descriptions, 1 page each
- Rate Sheets
- Anticipated Utilization for Each Firm/Office

Submittals should be single-spaced and double-sided (oversize pages and figures excepted) on 8.5-inch by 11-inch format, in Times New Roman or Tahoma font, in 10-point font size or larger. Oversize pages should not exceed 11-inch by 17-inch format, and should be folded to fit the 8.5-inch by 11-inch overall format. Page limitations are based on each side of a sheet of paper counting as one page (i.e., a 10-page double-sided section consists of 5 sheets of paper). All oversize (greater than 8.5-inch by 11-inch) pages count as 2 pages.

The submittals should be organized so that the information requested below is clearly identified for the reviewer, however, the submittals need not present the information in the order provided below. The organization of the requested sections is left to your discretion. Incomplete submittals (i.e., submittals not providing all of the information requested below) and incorrectly formatted submittals (i.e., submittals that do not follow the requirements established for certain items such as project descriptions and cost summaries) may be deemed non-responsive.

A. TEAM ORGANIZATION

The page limit for this section, including the project organization chart, is 3 pages. This section should include the following information:

- Description of how your project team (whether consisting of staff from one firm exclusively, or of multiple firms) will be organized. Please identify the TCM and key staff by name and physical location (and firm affiliation, if appropriate), and provide a project organization chart showing how your team is organized. Specific roles to be included in this discussion include the TCM, major task managers, and critical technical experts. Please identify individuals you consider key staff.

- Three references for the TCM who can substantiate the TCM's ability to deliver a complex, multi-stakeholder schedule on time and within budget. The TCM need not be a technical expert, but must be an expert project manager. The references should not be from the DFG or California State Coastal Conservancy.

- 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.

- Longevity of firm and amount of turnover (for teams, please provide this information for each member firm of the team). Indicate the length of time the TCM and key staff have been with the firm(s).

B. APPROACH

The page limit for this section is 15 pages. Please describe your firm's/team's approach to addressing the technical and logistical challenges posed by this project. You must describe your:

1. Understanding of the Project/Key Issues
2. Technical Approach, and
3. Management Approach

Please include the information requested in the subsections, below. Please note that using the maximum number of pages allowable for each subsection will exceed the overall page limit; you must determine how to balance your page count without exceeding the subsection page limits.

1. Understanding of the Project/Key Issues

Please describe your understanding of the restoration planning project and the key issues driving the project and the restoration effort. Please include both technical and logistical issues in your discussion, and describe why you believe these issues are the critical issues. You must limit your discussion to no more than 4 pages.

2. Technical Approach

This section of the response is limited to no more than 13 pages. Please describe how you would accomplish the technical work to be conducted as part of this contract. Please address the following general issues as part of your response:

1. How would you sequence and coordinate the work that needs to be accomplished to meet the goals of the project?
2. Is the scope of work as outlined in Section IV adequate to accomplish to the goals of the project? Are there tasks or activities that should be added or deleted?
3. How can the technical effort be streamlined?

In addition, please address the specific questions for each of the tasks, provided below. Questions pertaining to Task 9 (Project Management) are discussed in Section VI.B.3.

a) *Task 1: Alternative Refinement and Evaluation*

1. How will you assess existing conditions?
2. What is the most efficient way to evaluate alternatives?
3. What should be the evaluation criteria for alternative screening?
4. How will you determine the requirements for managed ponds?

b) *Task 2: Topographic Map*

1. What is the best (most cost-effective and fastest) means of obtaining topographic information for the project site?
2. How quickly can this information be obtained?

c) *Task 3: Modeling of Physical and Ecological Processes*

If you are proposing to use multiple models, please provide the requested information for each of the models.

1. Modeling philosophy: What do you see as the benefits of modeling versus collection of field data/empirical analysis. How does your philosophy support the needs of the planning effort?
2. Specific Model Information: Should the modeling effort use only one model or are multiple models required to be developed to encompass all areas of physical processes? Describe whether the model(s) you propose to use is/are proprietary or generally available. Will the model(s) require customization? Has/have the model(s) been applied to the project area or in the vicinity of the project area? What is the initial effort required to calibrate for local conditions?
3. Please describe your approach to quantifying, managing, and disclosing uncertainties inherent in the modeling process.

d) *Task 4: Flood Protection and Navigation*

1. What are the opportunities for integration of the project with existing flood control and navigation projects?
2. How should sea-level rise be addressed?
3. What issues do you foresee related to restoration and airport operations? What are potential solutions?

e) *Task 5: Detailed Design and Cost Estimating*

1. What are the most significant technical challenges likely to be encountered during construction? How can these issues be addressed during design?
2. Given the likely challenging construction environment, how can the potential for change orders be minimized?
3. How can the design be modified to improve/preserve the operational life of any newly-constructed managed pond features?
4. What are the likely major types of operation and maintenance activities that will be required?
5. How can long-term O&M activities and costs be minimized?

6. Please comment on how you think O&M costs will compare to construction costs?

f) *Task 6 CEQA Documentation*

1. Given that salt removal is an on-going process at the project site, how will you determine the baseline for the environmental review?
2. Please comment on what you consider to be important alternative evaluation criteria.
3. Do you foresee the need to involve local agencies (cities, counties, and special districts) in the development of the CEQA document? Why or why not? If you think they should be involved, how (in what capacity) do you think they should be involved?
4. What are the major challenges and opportunities with respect to the cultural resources survey and consultation?
5. What is/are the best way(s) to ensure that cultural resource issues do not present a roadblock to project implementation (e.g., how will your proposed approach be integrated with the CEQA activities)?

g) *Task 7: Regulatory Coordination and Permitting*

1. Provide a detailed list of required permits and approvals that are likely to be required to implement the project.
2. What is your proposed strategy and timeline for obtaining the required permits and approvals for Phase I and Phase II of construction?

h) *Task 8: Monitoring Plan*

1. How would you link monitoring and management actions with MMRP requirements?
2. What regional monitoring efforts should be coordinated with the project monitoring?

3. Management Approach

The discussion of your Management Approach must address the project management considerations (including communications) associated with this project. It should also discuss your proposed approach to QA/QC. This subsection is limited to a maximum of 3 pages.

a) *Project Management*

Please describe your overall project management approach. This should include a description of the process you intend to use to ensure that schedules are met, and budgets are effectively controlled. Please provide any examples of how you have met this challenge in the past on complex projects with demanding schedules.

Please address the following points in your submittal:

1. Please review the schedule provided (Table D) and comment on the following: 1) any concerns and difficulties that you foresee in meeting the schedule, 2) how such potential difficulties can be managed (including any recommendations for revising the schedule), and 3) any opportunities that may exist to expedite the schedule.
2. How will you ensure that the Project Manager is kept fully informed of relevant information and has a full understanding of the key issues affecting each decision? How much on-going participation by the Project Manager is required?
3. How will you ensure continuity of project staff for this project?
4. Who will act as a back-up for the TCM if s/he is unavailable (e.g., due to vacation, illness, or a personal emergency?)
5. How do you currently track budgets? Do you propose to make any changes to that system for this project?
6. How will you ensure that the needed schedule (i.e., the construction start date in Spring 2007) can be met? How do you track project schedules, and forecast changes to the project completion date resulting from changes in completion dates for interim activities?
7. What is your estimate of the time required to conduct internal coordination, coordination with the Project Manager, and coordination with other groups identified in Section II.A.4?

8. How will your firm/team ensure that all staff working on the project are kept fully informed of relevant information? What are the internal communication protocols/processes?
9. How does your firm/team propose to communicate with the DFG, the Project Manager, Science Team, Regulatory and Trustee Agency Group, and NSMRG? What is the most effective means of ensuring that communications are timely and comprehensive, yet concise?

b) *Quality Assurance and Quality Control*

The QA/QC discussion should spell out your firm's/team's QA/QC process, including who will conduct QC and QA. Please provide any suggestions you have about how to effectively integrate outside QA/QC review (e.g., by the Science Team) with your existing QA/QC process.

C. QUALIFICATIONS

The page limit for this section is 8 pages. Please describe the qualifications of your firm/team as they apply to this contract. Explain how the firm/team has obtained the required expertise relevant to the various technical tasks. This section should include a brief overview of the firm/each firm on the team and a biographical sketch for the TCM and all key staff. Please provide an overview of the TCM's and key staff's experience in a format similar to that shown in Attachment B. This overview counts towards the 8 page limit (i.e. it should not be an appendix). Additional skills or subcategories of skills may be added to the list.

Resumes and relevant project descriptions should be provided in an appendix. Resumes must be provided for the TCM, principal-in-charge, and all key staff. Resumes for other staff are optional. Individual resumes must be no more than 2 pages in length, and no more than 10 resumes may be included in the submittal.

Please include 5 to 8 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 (planning/design phase, not construction phase)
- specific description of what the firm(s) did on the project
- client name and contact information (this contact may be asked to provide a reference)
- project description/background
- how the project relates to the restoration planning effort
- staff who worked on project who are key staff identified in the submittal (including the Project Manager), and firm office(s) conducting the work.

An example format for the project descriptions is provided in Attachment C. Where multiple offices of one firm or multiple firms on a consultant team worked on one project, please identify which services were contributed by which office/firm, and the approximate contract value to each office/firm.

D. COST INFORMATION

This section will consist of two tables summarizing estimated costs for Stage 1 and Stage 2 (see Attachment D). All other information will be included as appendices. Cost information to be provided with the submittal consists of the following items:

1. Detailed proposed budget for Restoration and Management Plan portion of the contract and a budget to accomplish the other portions of the scope.
2. Rate Sheets for all team members for calendar year 2005 and calendar year 2006 (including proposed mark-up rates/handling charges; please note that limits on mark-up rates/handling charges are provided in Section VI.D.2).

3. Anticipated level of effort (utilization) for each Team Firm (%) over the life of the contract (see Attachment E).

1. Cost Estimate for Stage 1 and Stage 2

As noted in the introduction, the contract will be for Stage 1 of the planning process, which consists of preparation of the RMP, and associated data collection and modeling (Tasks 1 – 4, excluding supplemental modeling, and project management for Stage 1) and for Stage 2 (the remaining tasks, including any supplemental modeling and project management for Stage 2). The Project Manager expects the RMP to be completed within 14 months. Stage 2 may partially overlap with Stage 1, or to begin shortly thereafter. The submittal should include a detailed budget for the contract period (February 2005 through March 2006), and a general budget for Stage 2. The estimate for Stage 1 should include detailed information on the number of hours (by category) required for each task and subtask, and estimated expense information. This information should be provided as an attachment. The detailed cost estimate breakdown for Stage 1 must be summarized into the format provided in Attachment D.

Cost estimates for Stage 2 must consist of estimates by task and subtasks, including estimated labor and expense costs, however, the detailed breakdown by hours need not be shown. Please note that all information outlined in Attachment D must be provided for the Stage 1 and Stage 2 cost estimates. Assumptions made in developing the Stage 1 and Stage 2 cost estimates should be clearly stated and included in an appendix. In your assumptions, please clearly distinguish between activities that you consider to be management/coordination activities performed by the Technical Consultant and management/coordination activities performed by DFG. Management activities and meetings associated with a specific task should be included in the budget for that task.

2. Rate Sheets

Please provide Rate Sheets for all team firms for calendar year 2005 and calendar year 2006. Rate sheets should be provided 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 expenses is 10%; the maximum allowable handling charge/mark-up for subcontractors is 8%.

3. Anticipated Utilization of Each Team Firm/Office (%)

Describe the anticipated level of effort (utilization) for each firm's office that will be used on this contract, in percentages. The information should represent the consultant's estimate for the first year, and over the remaining scope, and should be presented in a table format similar to that shown in Attachment E. Consultant teams should provide this information for the entire team, as well as for each firm individually. The table should be included in an appendix.

TABLES

Request for Environmental and Engineering Services
NAPA PLANT SITE RESTORATION PROJECT

TABLE A: GENERAL BUDGET SUMMARY FOR RESTORATION PLANNING

Date Range	Task	Estimated Budget
2004-2005	Restoration and Management Plan Preparation	$550,000
2004-2006	DFG Project Management	$65,000
2005-2006	CEQA Documentation and permitting	$225,000
2006	Detailed Plans and Specifications	$125,000

TABLE B: PRELIMINARY RECOMMENDATIONS FOR MODELING EFFORT

TYPE OF MODEL	CHARACTERISTICS OF NUMERICAL MODEL(S)
Hydrodynamic Model	Water Levels and Velocity
	Control Structures
	Wind/Wave Currents
	Wetting and Drying
	Evaporation/Precipitation
	Source/Sink Terms
	Temporal Variation (Unsteady Flow)
	Spatial Variation (Two-Dimensional)
	Watershed Inputs
	Vertical Stratification (Three-Dimensional)
Wave Model	Wind-Generated
	Bottom Shear Stress
Sediment Transport Model	Coupling with HD Model
	Cohesive Processes
	Bed Load Transport
	Spatial Variation (Two-Dimensional)
	Vertical Stratification (Three-Dimensional)
	Wind Driven Wave Re-suspension
	Source/Sink Terms
	Dynamic Bed Morphology
	Watershed Inputs
	Channel Migration
Water Quality Model	Solute Transport (Advection-Diffusion)
	Particle Tracking
	Temperature Model
	Biochemical Processes
	Heavy Metals (Adsorption/Desorption)
	Vertical Stratification
Groundwater Model	

TABLE C: LIST OF MAJOR DELIVERABLES

Item No.	Task No.	Deliverable Name	Due Date for Final Deliverable
1	1	Existing Conditions Memorandum	July 1, 2005
2	1	Restoration and Management Plan	February 28, 2006
3	5	Plans and Specification for Phase I	September 30, 2006
4	5	Operations and Maintenance Plan	September 15, 2006
5	6	CEQA Document	March 18, 2006
6	6	Cultural Resources Survey Report	June 1, 2006
7	6	Biological Assessment	December 15, 2005
8	6	404(b)(1) Analysis	December 15, 2005
9	7	Permit Applications (BCDC, RWQCB, Corps, local)	Variable (See Table D)
10	9	Monitoring Plan	December 15, 2005
11	N/A	Other studies as identified (e.g., field data collection efforts)	To Be Determined

Note: Appendices to major deliverables will be reviewed as part of the major deliverables.

Request for Environmental and Engineering Services
NAPA PLANT SITE RESTORATION PROJECT

TABLE D: PRELIMINARY PROJECT SCHEDULE

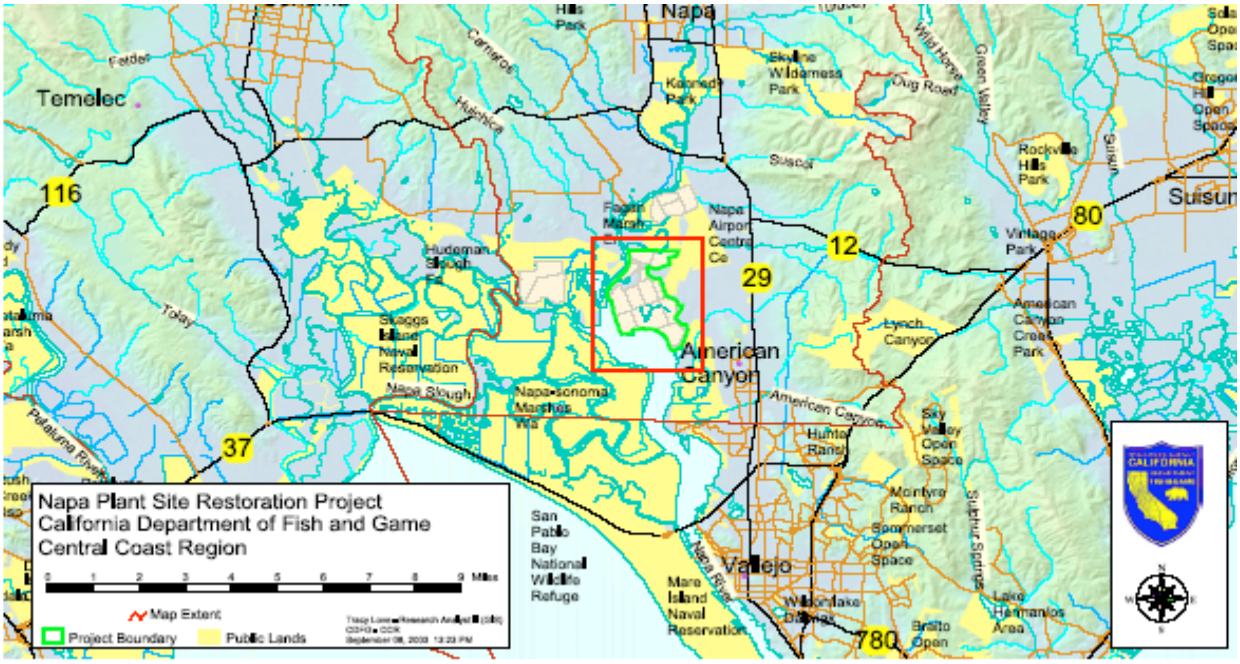
Task	Duration (Months)	Start Date	End Date
Develop Restoration Plan	**14**	**01-Feb-05**	**28-Feb-06**
Supplemental Data Collection and Review		01-Feb-05	31-Jul-05
Detailed description of alternatives		01-Feb-05	01-Apr-05
Model modifications and modeling runs		01-Apr-05	31-Jul-05
Monitoring and Adaptive Management Plan		01-Aug-05	30-Sep-05
Alternatives evaluation		01-Jun-06	31-Oct-05
Prepare Draft Restoration Plan		15-Oct-05	15-Dec-05
Revise/Finalize Draft Restoration Plan and Conduct Supplemental Modeling		16-Dec-05	28-Feb-06
Prepare EIR	**7.5**	**15-Aug-05**	**31-Mar-06**
ADEIR		15-Aug-05	31-Oct-05
DEIR		15-Nov-05	15-Dec-05
Public Comment Period		16-Dec-05	31 Jan-06
Comment Resolution and AFEIR		1-Feb-06	07-Mar-06
Final EIR		08-Mar-06	18-Mar-06
EIR Certification		19-Mar-06	31-Mar-06
Prepare and Obtain Permits	**9**	**01-Jan-06**	**30-Sep-06**
Prepare Draft Permits		01-Jan-06	01-Jun-06
RWQCB Permit Application, including Board Hearing		15-Feb-06	15-May-06
BCDC Permit Application, including Board Hearing		01-Jun-06	31-Aug-06
Corps Permit		01-Jul-06	30-Sep-06
Conduct Phase I Design	**6**	**01-Mar-06**	**30-Sep-06**
50% Design		01-Mar-06	15-Jun-06
95% Design		16-Jun-06	14-Sep-06
Final Design		15-Sep-06	30-Sep-06
Prepare Bid Documents -- Phase I	**3**	**01-Oct-06**	**31-Dec-06**
Issue Solicitation/Select Contractor/ Contracting -- Phase I	**3**	**01-Jan-07**	**31-Mar-07**
Mobilization -- Phase I	**1**	**01-Apr-07**	**01-May-07**
Construction -- Phase I	**TBD**	**TBD**	**TBD**
Prepare Bid Documents -- Phase II	**TBD**	**TBD**	**TBD**
Issue Solicitation/Select Contractor/ Contracting -- Phase II	**TBD**	**TBD**	**TBD**
Mobilization -- Phase II	**TBD**	**TBD**	**TBD**
Construction -- Phase II	**TBD**	**TBD**	**TBD**

FIGURES

Request for Environmental and Engineering Services
NAPA PLANT SITE RESTORATION PROJECT

Figure 1

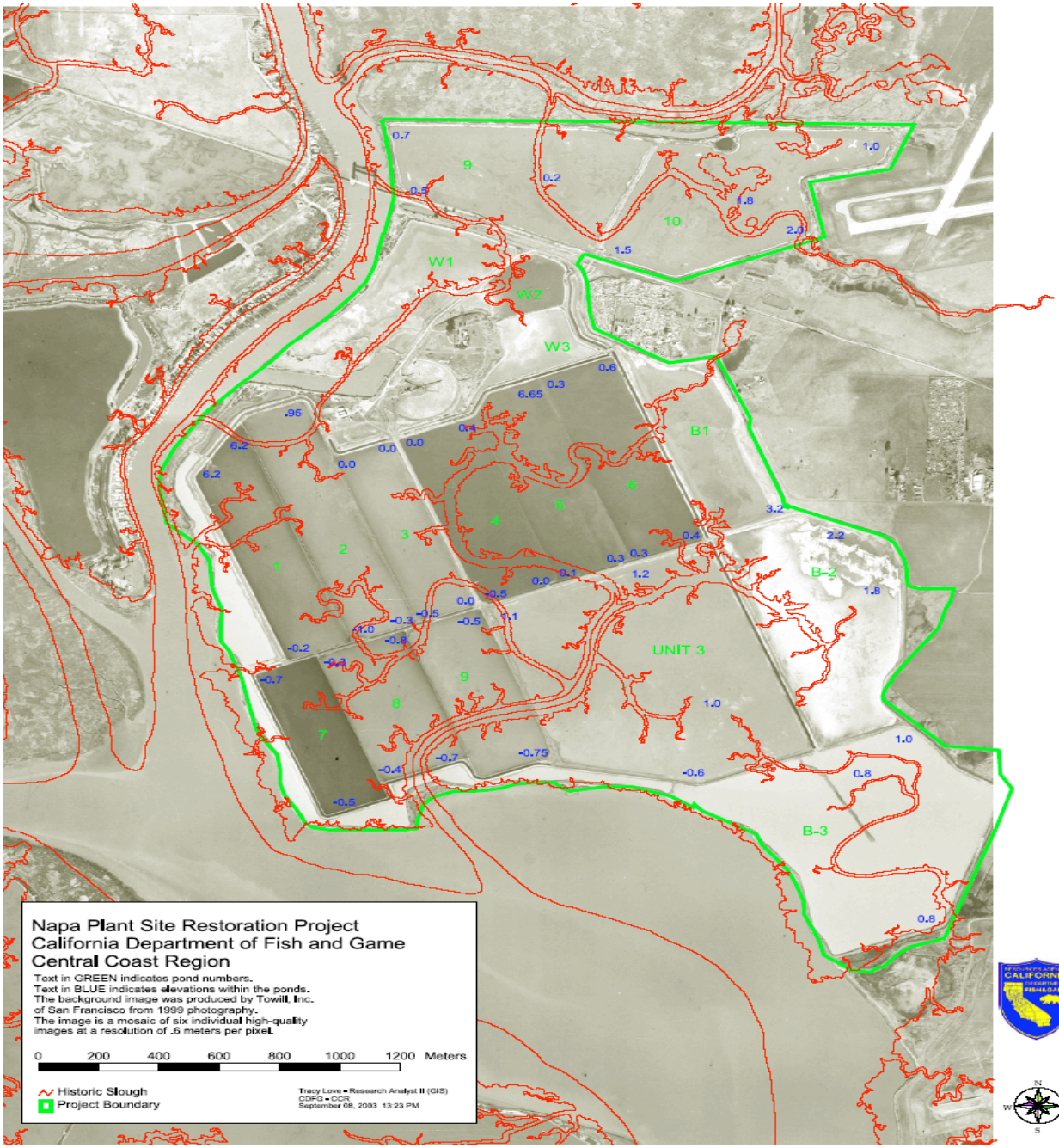
Project Location
American Canyon, Napa County



Request for Environmental and Engineering Services
NAPA PLANT SITE RESTORATION PROJECT

Figure 2

Aerial View of Napa Plant Site
With Historic Slough Channels and
Spot Eleveations



ATTACHMENT A
PROPOSED CONTRACT LANGUAGE

Request for Environmental and Engineering Services
NAPA PLANT SITE RESTORATION PROJECT

DRAFT

Resources Legacy Fund

CONSULTANT SERVICES AGREEMENT

This Agreement is made between XXXXXX. ("Consultant" or "XXXX"), the undersigned, and Resources Legacy Fund (the "RLF"), this 1st day of XXXXX 2004. In consideration of Consultant's retention by the RLF to perform consulting services, the parties agree as follows:

Duties, Term, Compensation

1. **Consulting.** Consultant will render services as a consultant to the RLF for period commencing on the date of this Agreement and concluding on XXXXX, 200x, unless this Agreement is terminated in accordance with Section 4. This period is called the "Consulting Period."

2. **Duties.** Consultant's services will be as described in the Scope of Work specified on Exhibit A. During the Consulting Period, Consultant shall perform all these duties to the best of its ability, although Consultant is not required to devote all productive time and energies exclusively to the activities described on Exhibit A. The Consultant shall perform all services in consultation with the RLF and the California Department of Fish and Game (DFG), a third party beneficiary to this Agreement with regard to the ownership and use of the work product produced pursuant to this Agreement.

3. **Compensation.** The Total amount of funds under this Agreement shall not exceed $XXXXX.00. Payments shall be made to the Consultant on the basis of services rendered and costs incurred to date upon satisfactory progress in accordance with schedules, budgets, and other provisions of this Agreement, and upon submission of an invoice. Consultant shall provide an invoice to the RLF monthly and will be paid in the normal course of business, absent any unresolved billing issues. Consultant shall also provide a copy of the invoice to the DFG. Within

five business days, the DFG shall review the invoice and provide written notification to the RLF whether the work being invoiced has been satisfactorily completed. The RLF will pay the Consultant for each invoice within thirty (30) days of receipt of the notification from the DFG that the work being invoiced has been satisfactorily completed. No invoice will be paid without prior DFG approval.

During the Consulting Period the RLF will reimburse Consultant for the following expenses: necessary travel expenses, when documented by appropriate receipts, at actual costs. All travel other than travel within the Counties of Alameda, Contra Costa, Marin, Napa, Sacramento, San Francisco, San Mateo, Santa Clara, Solano, and Sonoma must be approved in advance by the RLF. All other out-of-pocket expenses shall be reimbursed at cost.

Each invoice shall include Consultant's name and address, Consultant'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.

4. **Termination.** This Agreement may be terminated by either party for any reason or no reason upon fourteen days' prior written notice, subject to payment by the RLF of invoices outstanding as of the termination date and submission to the RLF of all work products completed to date and project related files. In the event of a termination for breach of the Agreement, termination shall occur immediately upon receipt of the notice of termination, or five days from mailing, whichever occurs first. A "breach" is (a) the RLF's failure to pay Consultant within thirty (30) days of receipt of the Notice from the DFG pursuant to paragraph 3 of this Agreement, (b) Consultant's failure to perform timely consulting services in accordance within the Scope of Work set out on Exhibit A, or (c) Consultant's violation of Paragraphs 7, 8, 9, 10, and 11-10 in part or whole.

5. **Force Majeure.** The RLF or Consultant will be excused for any delays in the performance of this Agreement unavoidably caused by the act of the other, the acts of any governmental authority, public enemy, God, the elements, strikes or walkouts, or any other causes reasonably

beyond that party's control. Each party will use reasonable diligence to avoid any such delay and will resume performance under this Agreement as promptly as possible.

OTHER OBLIGATIONS BETWEEN PARTIES

6. **Independent Contractor Legal Relationship.** Consultant's relationship with the RLF is solely that of an independent contractor and not in any way as an employee or agent of the RLF. Consultant is responsible for direct payment of any federal or state taxes on the compensation paid under this Agreement, as well as for any such payments with respect to Consultant's employees or subcontractors. Consultant is not authorized to bind the RLF or make any representations on its behalf in any matter.

7. **Acknowledgement of Ineligibility for Benefits.** Consultant will not be entitled to, and will not seek any benefits made available to RLF employees, including, but not limited to: group health insurance (including dental, vision, and any other enhancements from time to time), disability insurances, group term life insurance, participation in any retirement plan for RLF employees, a salary reduction plan for certain child care and medical care costs, continuing education reimbursements, or training programs.

8. **Confidential Information.** Consultant acknowledges that the RLF possesses information which has commercial value in its business ("Proprietary Information") including, but not limited to, grantmaking records, computer programs, methods of operation, strategies, forecasts, financial records, land valuations, and other confidential information of the RLF, its grantees or grant applicants, or vendors. All Proprietary Information, and all related rights, will be the sole property of the RLF and its assigns. At all times hereafter, Consultant will keep in confidence and trust all Proprietary Information, and will not use or disclose any Proprietary Information or anything relating to it without the RLF's advance written consent, except as may be necessary in the ordinary course of performance of Consultant's services under this Agreement.

9. **Ownership of Property and Work Product.** All documents, records, apparatus, equipment and other physical or intellectual property, whether or not pertaining to Proprietary Information, furnished to Consultant by the RLF or produced by the Consultant or others in connection with this Agreement, will be and remain the sole property of the RLF. Consultant will return any of

such property in Consultant's possession, custody or control to the RLF immediately as and when so requested. Even if the RLF does not so request, Consultant will return all such property upon the termination of this Agreement. Consultant will not retain any such property or reproduction thereof upon such termination without the RLF's prior written authorization.

All documents and work products produced by Consultant or others in connection with this Agreement shall be made available without charge to the DFG and other public entities involved in the San Francisco Bay Wetlands Project for use in project planning, development, and implementation, and for related or derivative uses within the scope of their statutory purposes. The DFG is a third-party beneficiary of this Agreement with regard to the ownership and use of work products produced hereunder.

General

10. **No Assignment.**

Consultant and subconsultants specifically named in the Scope of Work (Exhibit A) have been selected to provide the services and perform the tasks of this Agreement because of their unique skills and experience. Consultant and named subconsultants shall perform all work under this Agreement unless otherwise provided for in a written authorization by the RLF. Except as expressly provided in this Agreement and described in the Scope of Work (Exhibit A), Consultant shall not assign, subcontract or delegate any of the services and tasks to be performed, without obtaining prior written authorization from the RLF.

Consultant and subconsultants specifically named in the Scope of Work (Exhibit A) 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 Scope of Work (Exhibit A). The individuals named in Exhibit A shall perform all work under this Agreement unless otherwise provided for in a written authorization by the RLF. Consultant shall not substitute any other person for XXXXX XXXXX, the designated Project Manager, without obtaining prior written authorization from the RLF.

Consultant shall enter into an agreement with each subconsultant requiring the subconsultant to meet all of the terms of this Agreement.

11. **Governing Law.** The services to be rendered shall be governed by the laws of the State of California. Each article shall be independent and separable from all other articles, and the invalidity of an article shall not affect the enforceability of any of the other articles.

12. **No Continuing Waiver.** The RLF's waiver or failure to enforce the terms of this Agreement or any similar agreement in one instance shall not constitute a waiver of its rights hereunder with respect to other violations of this or any other agreement.

13. **Entire Agreement.** This Agreement represents the entire agreement between the RLF and Consultant relating to the subject matter hereof, and supersedes all prior and contemporaneous negotiations, correspondence, understandings and agreements between the parties relating to the subject matter hereof. No prior oral or written understanding shall be of any force or effect with respect to these matters covered hereunder. This Agreement may be modified or amended only by mutual written consent of the parties.

14. **Notice.** Any notice to the RLF required or permitted under this Agreement will be given in writing at the RLF office. Any such notice to Consultant will be given in a like manner and, if mailed, will be addressed to the Consultant at the last known business address then shown in RLF's files. Notices by personal services are deemed given on the date of delivery; notices by mail are deemed given on the second business day after mailing.

15. **Dispute Resolution.** All disputes arising out of or related to the subject matter of this Agreement will be resolved by arbitration conducted by a private arbitration service under the laws of the State of California. Venue for any arbitration will be in Sacramento County, California. Any arbitration will be governed by the rules of evidence and procedure then in effect in the Sacramento County Superior Court. The arbitrator will have the power and discretion to permit discovery under the California Code of Civil Procedure and will award reasonable costs and expenses, including attorneys' fees, to the prevailing party. The award of the arbitrator may be entered as a judgment in any court of competent jurisdiction. Pending a final result from this arbitration, either party may apply to the appropriate court for injunctive relief against breaches of this Agreement.

16. **Expenditure of Funds and Allocation of Funding Among Budget Items**. Consultant shall expend funds in the manner described in the scope of work (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 RLF. Any difference of more than ten percent must be approved in writing by the RLF. The RLF 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 written amendment to this Agreement. Any 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.

17. **Audits/Accounting/Records.** Consultant 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 consultant is providing, and time and effort reports. Consultant 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.

    Consultant shall retain these records for three years following the date of final disbursement by the RLF under this Agreement, regardless of the termination date. The records shall be subject to examination and audit by the RLF during this period.

    Additionally, the RLF or its agents may review, obtain, and copy all records relating to performance of the contract. Consultant shall provide the RLF or its agents with any relevant information requested and shall permit the RLF or its agents access to Consultant'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. Consultant shall maintain these records for a period of three years after final payment under the Agreement.

The RLF 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.

18. **Indemnification.** Consultant waives all claims and recourse against the RLF, 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 Agreement or any agreement between Consultant and a subconsultant named in the Scope of Work (Exhibit A), except claims arising from the active negligence of the RLF, its officers, agents, and employees.

    Consultant, to the fullest extent permitted by law, shall indemnify, hold harmless, and defend the RLF, its officers, agents, and employees, against any and all claims, demands, damages, costs, expenses, or liability arising out of this Agreement, to the extent arising out of negligent or grossly negligent acts, errors or omissions, or intentional misconduct of the consultant, its officers, employees, agents, or subcontractors.

19. **Insurance.** Throughout the term of this Agreement, Consultant, at a minimum, shall provide and maintain insurance as follows:

    a. General liability and property-damage insurance with minimum limits of liability with a single limit for bodily injury (including death) and property damage liability combined of $1,000,000 each occurrence and $2,000,000 in the aggregate.

    b. Automobile insurance with a limit of 1,000,000 per occurrence for accidents occurring with owned, non-owned, and hired vehicles.

    c. Errors and omissions insurance with a single limit of $2,000,000 each claim and $2,000,000 in the aggregate.

    d. Worker's compensation insurance to statutory limits, with employer's liability limits of $1,000,000.

Request for Environmental and Engineering Services
NAPA PLANT SITE RESTORATION PROJECT

The insurance maintained by Consultant under this Agreement shall be issued by a company or companies admitted to transact business in the State of California. Each policy shall contain an endorsement specifying that:

a. The RLF, its officers, agents, and employees are included as additional insureds.
b. The State of California, its officers, agents, and employees are included as additional insureds.
c. The policy will not be canceled without thirty days prior written notice to the RLF.

The RLF is not responsible for premiums and assessments on any insurance policy.

Nothing in this Agreement is intended to create in the public or in any member of it rights as a third party beneficiary under this Agreement.

Consultant's agreements with each subconsultant named in Scope of Work (Exhibit A) shall require subconsultant to provide and maintain insurance consistent with the provisions in this section.

CONTRACTOR:

By: _____

Print Name: _____

Title: _____

Date: _____

IN or SS# _____

ACCEPTED FOR THE RLF:

By: _____

Print Name: W. John Schmidt

Title: Executive Director, RLF

Date: _____

Request for Environmental and Engineering Services
NAPA PLANT SITE RESTORATION PROJECT

SCOPE OF WORK

ATTACHMENT B
EXAMPLE FORMAT FOR OVERVIEW OF QUALIFICATIONS

Request for Environmental and Engineering Services
NAPA PLANT SITE RESTORATION PROJECT

Experience Type	Principal in Charge	Consultant Manager	Key Staff 1 Name/Firm	Key Staff 2 Name/Firm	Key Staff 3 Name/Firm	Key Staff 4 Name/Firm	Key Staff 5 Name/Firm	Key Staff 6 Name/Firm	Key Staff 7 Name/Firm	Key Staff 8 Name/Firm	Key Staff 9 Name/Firm
Biology											
CEQA/Environmental Review of Projects											
Contaminant Cycling											
Cultural Resources Surveys and Evaluation											
Ecological Restoration Planning and Design											
Flood Management (fluvial and tidal)											
Geomorphology & Sediment Dynamics											
Geotechnical Engineering & Levee Design											
GIS/Data Management											
Hydrodynamics (fluvial & tidal)											
Infrastructure Alignments, Placement, Removal, and Modification											
Monitoring											
Permitting											
Public Access and Recreation Plannning											
Sediment Reuse											
Transportation Issues											
Vector Control											
Water & Sediment Quality											

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

The number of key staff shown here is not intended to indicate either a minimum or maximum number of allowable key staff

ATTACHMENT C
EXAMPLE FORMAT FOR PROJECT DESCRIPTIONS

Request for Environmental and Engineering Services
NAPA PLANT SITE 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 offices of one firm, or multiple firms on a team, please provide contract value and dates of service for each office/firm.

PROJECT BACKGROUND

SPECIFIC DESCRIPTION OF SERVICES PERFORMED BY CONSULTANT

RELEVANCE OF PROJECT TO NAPA PLANT SITE RESTORATION PROJECT

PROPOSED KEY STAFF (IDENTIFY EACH INDIVIDUAL'S ROLE ON THIS PROJECT)

ATTACHMENT D
COST ESTIMATE FORMAT
(Note: the first page of "Attachment D Cost Estimate Format" is also available as an Excel file on the website)

Request for Environmental and Engineering Services
NAPA PLANT SITE RESTORATION PROJECT

STAGE 1 COST ESTIMATE

		TASK 1 -- Alternative Refinement and Evaluation								
Staff/Expense Category	**Rate**	Task 1a -- Background Information and Basis for Evaluation	Task 1b -- Refine Alternatives and Project Phasing	Task 1c -- Evaluation of Final Alternatives	Task 1d -- Restoration and Management Plan	*Total Task 1:*	**TASK 2 - Prepare Topographic Map**	**TASK 3 (partial) - Physical Modeling**	**TASK 4 - Flood Protection and Navigation**	**TASK 9 (partial) - Project Management for Stage 1**
Principal in Charge										
Project Manager										
Key Staff #1 (Name & Firm)										
Key Staff #2 (Name & Firm)										
Key Staff #3 (Name & Firm)										
Key Staff #4 (Name & Firm)										
Key Staff #5 (Name & Firm)										
OTHER STAFF -- LEAD FIRM										
Category 1 (Name)										
Category 2 (Name)										
Category 3 (Name)										
Category 4 (Name)										
OTHER STAFF -- FIRM 2										
Category 1 (Name)										
Category 2 (Name)										
Category 3 (Name)										
Category 4 (Name)										
OTHER STAFF -- FIRM 3										
Category 1 (Name)										
Category 2 (Name)										
Category 3 (Name)										
Category 4 (Name)										
SUBTOTAL LABOR										
Subcontractor Mark-up										
TOTAL LABOR										

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STAGE 1 COST ESTIMATE (CONT.)

		TASK 1 -- Alternative Refinement and Evaluation								
Staff/Expense Category	**Rate**	Task 1a -- Background Information and Basis for Evaluation	Task 1b -- Refine Alternatives and Project Phasing	Task 1c -- Evaluation of Final Alternatives	Task 1d -- Restoration and Management Plan	*Total Task 1:*	**TASK 2 - Prepare Topographic Map**	**TASK 3 (partial) - Physical Modeling**	**TASK 4 - Flood Protection and Navigation**	**TASK 9 (partial) - Project Management for Stage 1**
Printing/ Mailing Cost										
Express Shipping										
Travel Cost										
Other Direct Costs (Describe)										
Other Direct Costs (Describe)										
Other Direct Costs (Describe)										
Other Direct Costs (Describe)										
SUBTOTAL EXPENSES										
Expense Markup										
GRAND TOTAL LABOR AND EXPENSES										

Please Note: The format provided is not intended to suggest that DFG/RLF expect team submittals, or that only a certain number of firms can be on a team, or that only 5 rate categories are allowed for each team. The format should be expanded or compressed as appropriate to reflect the composition of the firm/team submitting the estimate.

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STAGE 2 COST ESTIMATE

				Task 6 CEQA Compliance and Related Documents								
Staff/Expense Category	**Rate**	**TASK 3 (partial) - Physical Modeling**	**TASK 5 – Detailed Design and Cost Estimating**	Task 6a – Scoping and ADEIR	Task 6b – Draft EIR	Task 6c – Final EIR and FEIR Certification	Task 6d – BA and 404 (b)1 Analysis	Task 6e – Cultural Resources Survey	*Total Task 6*	**TASK 7 Regulatory Coordination and Permitting**	**TASK 8 – Monitoring Plan**	**TASK 9 (partial) - Project Management for Stage 2**
Principal in Charge												
Project Manager												
Key Staff #1 (Name & Firm)												
Key Staff #2 (Name & Firm)												
Key Staff #3 (Name & Firm)												
Key Staff #4 (Name & Firm)												
Key Staff #5 (Name & Firm)												
OTHER STAFF -- LEAD FIRM												
Category 1 (Name)												
Category 2 (Name)												
Category 3 (Name)												
Category 4 (Name)												
OTHER STAFF -- FIRM 2												
Category 1 (Name)												
Category 2 (Name)												
Category 3 (Name)												
Category 4 (Name)												
OTHER STAFF -- FIRM 3												
Category 1 (Name)												
Category 2 (Name)												
Category 3 (Name)												
Category 4 (Name)												
SUBTOTAL LABOR												
Subcontractor Mark-up												
TOTAL LABOR												

Request for Environmental and Engineering Services
NAPA PLANT SITE RESTORATION PROJECT

STAGE 2 COST ESTIMATE (CONT.)

				Task 6 CEQA Compliance and Related Documents								
Staff/Expense Category	**Rate**	**TASK 3 (partial) - Physical Modeling**	**TASK 5 – Detailed Design and Cost Estimating**	Task 6a – Scoping and ADEIR	Task 6b – Draft EIR	Task 6c – Final EIR and FEIR Certification	Task 6d – BA and 404 (b)1 Analysis	Task 6e – Cultural Resources Survey	*Total Task 6*	**TASK 7 Regulatory Coordination and Permitting**	**TASK 8 – Monitoring Plan**	**TASK 9 (partial) - Project Management for Stage 2**
Printing/ Mailing Cost												
Express Shipping												
Travel Cost												
Other Direct Costs (Describe)												
Other Direct Costs (Describe)												
Other Direct Costs (Describe)												
Other Direct Costs (Describe)												
SUBTOTAL EXPENSES												
Expense Markup												
GRAND TOTAL LABOR AND EXPENSES												

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ATTACHMENT E
EXAMPLE FORMAT FOR UTILIZATION SUMMARY

Request for Environmental and Engineering Services
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ESTIMATED WORK ALLOCATION BY OFFICE LOCATION AND FIRM

		Percentage of Work to be Completed by Office		
	DVBE or SBE?	Stage 1	Stage 2	Overall Contract
Firm Name 1				
Office 1 (Location)				
Office 2 (Location)				
Office 3 (Location)				
etc.				
Subtotal Firm A				
Firm Name 2				
Office 1 (Location)				
Office 2 (Location)				
Office 3 (Location)				
etc.				
Subtotal Firm B				
Firm Name 3, etc.				
GRAND TOTAL		**100%**	**100%**	**100%**