

SAN MATEO COUNTY HARBOR DISTRICT

REQUEST FOR PROPOSALS (RFP) 2026-04

CAP 111 CEQA Compliance and Project Coordination Services

Request for Proposals

RFP 2026-04

for

CAP 111

CEQA Compliance and Project Coordination Services



SAN MATEO COUNTY HARBOR DISTRICT
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ATTACHMENTS:

Attachment A – Cost Proposal Form

Attachment B – Sample Professional Services Agreement

Attachment C – Acknowledgement of Addenda

Attachment D – Scope of Services

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NOTICE INVITING PROPOSALS

NOTICE IS HEREBY GIVEN that proposals will be received in the Administration Offices of the San Mateo County Harbor District (District) by email to jmoren@smharbor.com, by **December 10, 2026, at 4:00 p.m., Pacific Time**, for the following:

REQUEST FOR PROPOSALS (RFP) 2026-04

PROPOSAL FOR: CAP 111 CEQA Compliance and Project Coordination Services

The San Mateo County Harbor District ("District") is requesting proposals from Coastal Planning/Engineering/Permitting Consultants with a minimum of five (5) years' experience. Experience with public agencies is desirable.

The District hereby notifies all Proposers that it is the policy of the District to ensure nondiscrimination based on race, color, national origin, sex or any other protected status in the award and administration of contracts.

Requests for modifications or clarifications of any requirement must be submitted in writing by email to: jmoren@smharbor.com, such requests must be received by **November 26, 2026, at 4:00 p.m., Pacific Time**.

Proposals will be examined by District Staff and reported to the San Mateo County Harbor District Board of Harbor Commissioners within one hundred twenty (120) calendar days after the proposals have been opened. The District reserves the right to reject any and all proposals; or to waive any irregularities or informalities in any proposal or in the proposal procedure; or to postpone the proposal opening for good cause. No Proposer may withdraw its proposal for a period of one hundred twenty (120) calendar days after the date of opening of the proposals. Each Proposer will be notified of award of contract if an award is made.

The RFP Documents are available for download on the District's website. To download the documents, go to the District's website home page at www.smharbor.com/open-request-for-proposals-and-bids.

Downloading RFP documents from the District's website does not imply your firm is a potential proposer nor will your name automatically appear on the District's "List of Potential Proposers." In order to be included on the "List of Potential Proposers", the District requests that all potential Proposers email Director of Operations John Moren at jmoren@smharbor.com.

Ultimately, it is the responsibility of the Proposer to check the District's website for any Addenda that may be issued relative to this RFP.

If you have any issues downloading the RFP documents from the website, please contact the District's Office by email at jmoren@smharbor.com or by telephone at (650) 741-9163.

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1. PROPOSAL REQUEST

The San Mateo County Harbor District (District) requests Proposals from qualified Coastal Planning/Engineering/Permitting Consultants: The selected consultant will be expected to deliver services that may include but are not limited to:

- Review available USACE planning, environmental, engineering, and project-development materials; meet with District and USACE staff; confirm the anticipated CEQA pathway; identify available technical information and potential data gaps; and develop an overall strategy for coordinating CEQA with the federal feasibility and environmental review processes.
- Provide ongoing project, environmental, and implementation support to the District during the USACE feasibility process.
- Assist the District with its responsibilities under CEQA related to Assembly Bill 52 and Tribal Cultural Resources.
- CEQA Project Description and Administrative Draft Initial Study. Following identification of the Tentatively Selected Plan, or at an earlier point mutually determined by the District and Consultant when the project is sufficiently defined for CEQA analysis, prepare the CEQA project description and Administrative Draft Initial Study.
- Draft IS/ND or IS/MND and Mitigation Monitoring and Reporting Program.
- Prepare and submit applicable CEQA notices and State Clearinghouse/CEQAnet materials on behalf of the District.
- CEQA Adoption and Approval Support.
- Supplemental CEQA and Specialty Environmental Support.

2. PROPOSAL TIME-LINE

Listed below is the Proposal Timeline that outlines pertinent dates of which Proposers should make themselves aware:

November 19, 2026, at 4:00 p.m.	Written Questions and Requests for Modifications or Clarifications are due
November 26, 2026, at 4:00 p.m.	Response to Questions and Requests for Modifications or Clarifications posted to District website
December 10, 2026, at 4:00 p.m.	Proposals Due
Week of January 4, 2027, times scheduled by District, if necessary.	Proposer Interviews by Evaluation Committee Members, if deemed necessary
January 20, 2027, at 10:00 a.m.	Evaluation Committee to Present Recommendation to Harbor Commission Board

These dates are subject to revision at the District's discretion.

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3. SUBMITTAL OF PROPOSALS

A. Requests for Modifications or Clarifications of the Proposal Specifications

Any requests for modifications or clarifications of the Request for Proposal shall be submitted in writing to the District Office at jmoren@smharbor.com by **November 19, 2026, 2025, at 4:00 p.m.** Any interpretation, change, or correction of said Request for Proposal will be made by Addenda only, duly issued by the District Office no later than **November 26, 2026, at 4:00 p.m.** Proposers should check the District's website at www.smharbor.com/open-request-for-proposals-and-bids for any Addenda that may be issued relative to this RFP.

The District intends on notifying Potential Bidders/Proposers of Addenda if the District has been notified by the Bidder/Proposer of such intent. All oral modifications of RFP requirements and conditions are void and ineffective. The District reserves the right to reject any Proposal that contains unauthorized conditions or exceptions.

B. Proposal Due Date

Proposers are requested to submit an electronic searchable PDF of the Proposal, **and a separate PDF of the Cost Proposal**, to the District at jmoren@smharbor.com . Proposals shall be submitted with **"REQUEST FOR PROPOSALS (RFP) 2026-04 - CAP 111 CEQA Compliance and Project Coordination Services"** in the subject line.

Proposals must be received no later than **December 10, 2026, at 4:00 p.m. Pacific Time.** Proposals received after the time and date specified will not be considered. Submission of a Proposal shall constitute a firm offer to the District for one hundred twenty (120) calendar days from the submission deadline for Proposals.

Each Cost Proposal Form must be signed by one or more individuals with authority to bind the Proposer to the Proposal, as specified on the Cost Proposal Form. All Proposals without the appropriate signature(s) may be deemed non-responsive and may result in the rejection of the Proposal. Certified electronic signatures are permitted.

District staff will review all Proposals received and several finalists **may** be selected. These finalists **may** be invited to an oral interview. Please reserve **the week of January 4, 2027, as the tentative week planned for finalist interviews by our District Evaluation Committee.** It is requested that the attendees be restricted to those individuals who will have direct involvement with the proposed services.

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C. Proposal Forms and Sample Documents

The following documents are included in this Request for Proposals (RFP). **Attachments A and C must be completed and submitted separately with the actual Proposal.**

Attachment A
Attachment B
Attachment C
Attachment D

Cost Proposal Form
Sample Professional Services Agreement
Acknowledgment of Addenda
Scope of Services

4. DESCRIPTION OF THE DISTRICT

The San Mateo County Harbor District (District) was established, in 1933, by a Resolution of the Board of Supervisors, who established the entire area of the County of San Mateo as the District's boundaries. The District has three locations as follows:

Pillar Point Harbor (PPH) is a well-protected working harbor known for its active commercial, recreational, and fishing opportunities. One of the hallmarks of the harbor is its direct fishers-to-public fish sales that not only provides stable prices for fishers but also a fantastic market and tourism experience for visitors. PPH enjoys both an inner and outer breakwater, making it one of the safest harbors in the United States, and hosts 394 berths.

The District took over operation of Oyster Point Marina and Park (OPM) from the City of South San Francisco in 1977. This recreational marina currently has 408 berths, onshore facilities, and partners with other business/agencies to provide ferryboat service to the East Bay, dining cruises, and marine educational programs.

The District's administrative staff have offices at 504 Avenue Alhambra in El Granada. The Administrative office building is owned by the District.

The District is governed by a five-member Board of Harbor Commissioners who are elected for staggered four-year terms. Additional information can be found on the District's website at www.smharbor.com.

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5. BACKGROUND

The San Mateo County Harbor District (District) is serving as the non-federal sponsor for the U.S. Army Corps of Engineers (USACE) Princeton Shoreline Continuing Authorities Program (CAP) Section 111 study at Pillar Point Harbor. The USACE feasibility study is evaluating measures to prevent or mitigate shoreline damage attributable to the federal navigation project. Current Corps planning identifies shoreline erosion, reduced sediment supply, and coastal flooding along the Princeton shoreline as primary problems, and includes objectives related to shoreline protection, recreational access, sediment management, and reduction of wave-related impacts. USACE is presently developing and evaluating alternatives, including refinement of concept designs, development of quantities and cost estimates, and screening of alternatives to a final array. The District is responsible for compliance with the California Environmental Quality Act (CEQA) for actions it may take in connection with the project. Based on currently available information, CEQA compliance is anticipated to involve preparation of an Initial Study and Negative Declaration or Mitigated Negative Declaration (IS/ND or IS/MND). The appropriate CEQA document will be confirmed as the project is further defined and the available environmental and technical information is reviewed. Your proposal should be structured to allow the District to make maximum use of the engineering, environmental, biological, cultural, and other technical work being developed through the USACE feasibility and NEPA process, while addressing CEQA-specific requirements and providing the District with ongoing project and environmental coordination support.

6. SCOPE OF SERVICES

See Attachment D, Scope of Services.

7. PROPOSAL CONTENT

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that Proposals conform to the following basic format. The successful Proposer is expected to provide services as outlined in this RFP, and Proposer shall prepare its response to fully address its ability to satisfy these components. Although the District is not specifying a page limit, clarity and conciseness are essential and will be considered during Proposal evaluation. All proposals have two components, the Technical Proposal, and the Cost Proposal. All pricing information shall be submitted using the Cost Proposal Form provided. The Technical Proposal will consist of items in paragraphs 7A to 7F below. The Cost Proposal will consist of items in paragraph 7G below.

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A. Cover Letter

The signed cover letter should be on the company letterhead clearly stating the firm name of the Proposer, business address, telephone, and email address.

The following information should be provided:

- Introduce the firm and summarize its qualifications.
- Name(s) of authorized principals with authority to negotiate and contractually bind the firm.
- A statement that binds the Proposer to the proposed Scope of Services and Cost Proposal for **one hundred and twenty (120) calendar days beginning September 15, 2025**.
- Confirm acceptance of or indicate exceptions to the Sample Agreement. See Subsection 11.B.
- Indicate whether there are any conflicts of interest that would limit the Proposer's ability to provide the requested services. See Section 13.

B. Approach to Scope of Services

Proposers must demonstrate they understand the proposed Scope of Services (Attachment D). With respect to each task described in the Scope of Services, discuss your approach and methodology for performing the services. Describe how you would staff each task, the level of effort required for each task, and how your staff would coordinate with and respond to District staff.

C. Proposer's Qualifications and Experience

- Proposers must have at least five years of experience providing similar services.
- Professional certifications from recognized organizations.

The following information should be included in the Proposal:

- 1) A brief description of the Proposer's qualifications for the Scope of Services and previous experience on similar or related work performed for local governmental agencies, if any. This description must include a summary of the work performed, the period over which the work was completed, for whom it was performed, the location where it was performed, and the size of the Proposer's effort (i.e., cost and timeframe).
- 2) The names of key personnel who would be directly engaged in the performance of the Scope of Services. For each of these individuals, please submit:

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- a) A description of their qualifications and background, and the number of years of experience.
 - b) A list of references, including a brief description of the nature of the work performed by the individual for each reference; and
 - c) A description of their experience with public agency clients and with California special districts, specifically harbor and port district agencies, if any.
- 3) Provide contact information for three references for which the Proposer has provided similar services to those described in these solicitation documents within the past three years. For each client submitted as a reference, Proposer shall supply a brief description of the work performed if not already detailed under Section 7C(2) above.

D. State the Size, Structure, and Location(s) of Firm

Provide an organization chart that identifies the proposed client management team. Identify the primary staff who will oversee the work.

E. Financial Stability

Provide pertinent information to allow the District to reasonably formulate a determination about the financial stability and strength of the Proposer such as financial references, financial statements, or other relevant documentation. Describe any administrative proceedings, claims lawsuits, settlements, or other exposures pending against the Proposer.

F. Acknowledgement of Addenda (Attachment C), if applicable

This addenda, if applicable, would contain a list of all questions asked to the District by the due date, along with their responses.

G. Cost Proposal

The Proposer shall submit a cost proposal, attached herewith as Attachment A, based on an hourly payment by a set rate inclusive of all expenses and corresponding information regarding unburdened hourly rate. Additionally, the Proposer shall submit an estimate of hours based on a comparable entity and any anticipated reimbursable expenses.

8. WITHDRAWAL OF PROPOSAL

Submission of a Proposal shall constitute a firm offer to the District for one hundred twenty (120) calendar days from the submission deadline for Proposals.

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A Proposer may withdraw its Proposal any time before the date and time when Proposals are due, without prejudice, by submitting a written request for its withdrawal to the District Office at jmoren@smharbor.com. Making the request by telephone is not acceptable.

9. SELECTION CRITERIA

The District intends to award a Contract to the most qualified, responsible firm submitting a responsive Proposal. Ranking will be based on a maximum of 100 points, weighted as indicated below. In determining the number of points a Proposal will receive in each category, the District will consider the Proposal material submitted, oral interviews (if applicable), additional information requested by the District, client references and any other relevant information about a Proposer. The following criteria will be used by the District's Evaluation Committee in the evaluation of the Proposals:

A. Proposal Understanding and Approach to the Scope of Services 0 - 25 Points

Proposals will be evaluated to ensure that the Proposer has demonstrated an understanding of each of the following elements:

- 1) Knowledge of the services required as it relates to the District's needs; and
- 2) Approach to the Scope of Services.

The Proposer's overall approach to providing services will be assessed for its effectiveness, feasibility, responsiveness to the Scope of Services, and thoroughness.

B. Proposer's Qualifications and Experience 0 - 40 Points

The capabilities of each responding Proposer will be evaluated in these specific areas:

- 1) The Proposer's experience and performance on comparable government engagements.
- 2) Experience and qualifications of staff assigned to the District (identified by name), the quality of such staff, and the proper balance of relevant skills.
- 3) Work performed for recent clients and references; and
- 4) Financial stability of the firm.

C. Cost Proposal 0 - 35 Points

The cost proposal will be evaluated based on the hourly rates of staff proposed, reimbursable costs identified, and the adequacy of the estimated hours for each scope task.

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10. SELECTION PROCESS

The District may reject any Proposal in which the approach, qualifications, or costs are not deemed to be within an acceptable or competitive range. The District may seek clarifications or additional information from any Proposer and may request modified Proposals or best and final offers.

Following the initial review and screening of the written Proposals, using the Selection Criteria described above, one or more companies *may* be invited to participate in the final selection process, which may include:

- A. Participation in an oral interview.
- B. Submission of any additional information as requested by the District.
- C. Checking references of firm and key personnel.
- D. Verification of the firm's financial stability.

Upon completion of the final selection process, the District will rank each firm in accordance with the Selection Criteria above. The District may accept the Proposal or negotiate the terms and conditions of the Contract with the highest-ranked firm. If negotiations are unsuccessful, the District will terminate the negotiations with that firm and may open negotiations with the next-highest-ranked firm. If negotiations with this firm are also not successful, the District may repeat the negotiations process with the next-highest-ranked firm, or, at its sole discretion, the District may reject all remaining proposals.

The District reserves the right to conduct pre-award negotiations with any or all Proposers, and the right to award the Contract without negotiations. The District reserves the right to award the Contract without conducting interviews.

This RFP does not commit the District to awarding a Contract. Proposers shall bear all costs incurred in the preparation of the Proposal and participating in the Proposal process. The District reserves the right, in its sole discretion, to accept the Proposal which it considers most favorable to the District's interest and the right to waive minor irregularities. The District further reserves the right to reject all Proposals and seek new Proposals when such procedure is reasonable and in the best interest of the District.

11. CONTRACT AWARD

A. Recommendation for Contract Award

The Evaluation Committee shall make a recommendation to the Board of Harbor Commissioners. If an award of Contract is made, the District Board of Harbor Commissioners reserves the right to award the Contract to the responsive and responsible Proposer that it deems offers the most

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advantageous Proposal to the District and best meets the requirements of the District, including technical approach, qualifications, and cost.

B. Form of Professional Services Agreement

The firm selected by the District to perform the services outlined in this RFP will be required to execute a Professional Services Agreement, a sample of which is provided as Attachment B.

Special attention is directed to the Indemnification and Insurance requirements set forth in Sections 11 and 12 of the Agreement, Attachment B. We request all Proposers to review these sections in Attachment B.

If a Proposer desires any modifications to the agreement, they must be submitted for consideration with the Proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement without modification.

C. Time for Execution of Contract

The Proposer to whom award is made shall execute the Professional Services Agreement with the District within ten (10) calendar days after receiving it for execution. If the Proposer to whom award is made fails to enter the Contract as provided, the award may be annulled and an award may, at the discretion of the District Board of Commissioners, be made to the Proposer whose Proposal is the next most acceptable in the opinion of the District Board of Commissioners. Such Proposer shall fulfill every stipulation of the RFP as if it were the party to whom the first award was made.

D. Manner of Execution of Contract

If the Proposer is an individual, the Contract shall be executed by the individual personally. If the Proposer is a co-partnership, it is desirable that the Contract be executed by all the partners, but it may be executed by one (1) of them.

If the Proposer is a corporation, this Agreement must be executed by two corporate officers, consisting of: (1) the president, vice president or chair of the board; and (2) the secretary, assistant secretary, chief financial officer, or treasurer. In the alternative, this Agreement may be executed by a single officer or a person other than an officer if evidence satisfactory to the District is provided demonstrating that such individual is authorized to bind the corporation (e.g. a copy of a certified resolution from the corporation's board or a copy of the corporation's bylaws).

If the Proposer is a joint venture, the Agreement must be executed on behalf of each participating firm by officers or other authorized individuals. If the Proposer is an LLC, the Agreement must be executed by an officer or member who is authorized to bind the LLC.

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E. Documents Deemed Part of Contract

The RFP, including all attachments, RFP Addenda, if any, the Consultant's Proposal as accepted by the District, and approved Contract amendments will be deemed a part of the Contract and will constitute the Contract Documents. The Contract Documents shall include the documents listed below, in the following order of precedence:

- 1) Contract Amendments
- 2) Professional Services Agreement
- 3) Addenda (if any) to RFP
- 4) RFP
- 5) Consultant's Proposal, as accepted by the District.

12. PROTEST PROCEDURES

Protests based upon restrictive requirements or alleged improprieties in the RFP procedure must be filed in writing with designated District personnel, jmoren@smharbor.com, at least five (5) calendar days prior to Proposal opening. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

Protests based upon the Evaluation Committee recommendation for award of the Contract shall be submitted in writing to jmoren@smharbor.com within forty-eight (48) hours of receipt of notice of Evaluation Committee recommendation of award. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

Failure to comply with any of the requirements set forth in the District's written Proposal Protest Procedures may result in rejection of the protest.

13. CONFLICT OF INTEREST

By submitting a Proposal, the Proposer represents and warrants that no Commissioner, officer, or employee of the District is in any manner interested directly or indirectly in the Proposal or in the Contract which may be made under it or in any expected profits to arise there from, as set forth in Article 4, Division 4, Title I (commencing with Sec. 1090) of the Government Code of the State of California.

The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code Sections 1090 *et seq.* or Sections 87100 *et seq.* during the performance of services under this Agreement. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of this Agreement. Violation of this provision may result in this Agreement being deemed void and unenforceable.

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Depending on the nature of the work performed, the Proposer may be required to publicly disclose financial interests under the District's Conflict of Interest Code. The Proposer agrees to promptly submit a Statement of Economic Interest on the form provided by the District upon receipt. No person previously in the position of Harbor Commissioner, officer, employee or agent of the District may act as an agent or attorney for, or otherwise represent, the Proposer by making any formal or informal appearance, or any oral or written communication, before the District, or any Commissioner, officer or employee of the District, for a period of twelve (12) months after leaving office or employment with the District if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, awards or revocation of a permit, license, grant or Contract.

The Proposer warrants that it currently has no organizational conflicts of interest. Alternatively, the Proposer must disclose all known organizational conflicts of interest. An organizational conflict of interest occurs when, due to other activities, relationships, or contracts, a firm or person is unable, or potentially unable, to render impartial assistance or advice to the District; a firm or person's objectivity in performing the contract work is or might be impaired; or a firm or person has an unfair competitive advantage in proposing for award of a contract as a result of information gained in performance of this or some other agreement.

See Sample Professional Services Agreement - Attachment B for additional conflict of interest provisions that will be in effect during the Contract term.

14. CONFIDENTIALITY

The California Public Records Act (Cal. Govt. Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless the information is exempt from disclosure by law, the content of any request for explanation, exception or substitution, response to these specifications, protest or any other written communication between the District and the Proposer shall be available to the public.

If the Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that the District withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Proposer may not designate its entire Proposal as confidential. Additionally, Proposer may not designate Proposal Forms as confidential.

If the Proposer requests that the District withhold from disclosure information identified as confidential, and the District complies with the Proposer's request, the Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the District from and against all damages (including but not limited to attorneys' fees that may be

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awarded to the party requesting the proposer information), and pay any and all cost and expenses related to the withholding of the proposer information. The Proposer shall not make a claim, sue or maintain any legal action against the District or its Commissioners, officers, employees, or agents in connection with the withholding from disclosure of Proposer information.

If the Proposer does not request that the District withhold from disclosure information identified as confidential, the District shall have no obligation to withhold the information from disclosure and may release the information sought without liability to the District.

15. EX PARTE COMMUNICATION

Proposers and Proposers' representatives may not communicate orally with a Commissioner, officer, employee, or agent of the District, except for the Directors, Accounting Manager, and, Deputy Secretary of the District regarding this RFP until after a Notice to Proceed has been issued by the District. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the District during a public meeting.

In the context of this RFP, an "ex parte communication" is any communication regarding this RFP between a Proposer (or the Proposer's representative) and the District's General Manager, Commissioner, officer, employee or agent, regardless of who initiates the communication, other than as part of the procurement process specified herein, before the District issues a Notice to Proceed, unless it is in writing and available for disclosure to the general public.

16. WAIVER

By submitting a Proposal, the Proposer represents and warrants that it has sufficiently informed itself in all matters affecting the performance of the work or the furnishing of the labor, supplies, material, or equipment called for in this RFP including attachments and addenda; that Proposer has checked its Proposal for errors and omissions; that the prices stated in its Proposal are correct and as intended by it and are a complete and correct statement of its prices for performing the work or furnishing the labor, supplies, materials, or equipment required by this RFP including attachments and addenda.

The Proposer waives any claim against the District for costs incurred in preparing a Proposal and responding to this RFP.

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ATTACHMENT A
COST PROPOSAL FORM

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COST PROPOSAL FORMS

Pursuant to the Notice Inviting Proposals, the undersigned Proposer herewith submits a Proposal on the Proposal Form or Forms attached hereto and made a part hereof and binds itself on award by the San Mateo County Harbor District under this Proposal to execute a Contract in accordance with its Proposal, the Proposal Documents, and the award. The attached Request for Proposals and Addenda, if any, are made as part of this Proposal and all provisions thereof are accepted, and all representations and warranties required thereby are hereby affirmed.

THE PROPOSAL BELOW INCLUDES ANY AND ALL LABOR, MATERIALS, APPLICABLE TAXES, INSURANCE, SUBCONTRACTOR COSTS, TRAVEL EXPENSES, TELEPHONE COSTS, COPYING COSTS, PROFIT, ADMINISTRATIVE AND OVERHEAD FEES, AND ALL OTHER COSTS NECESSARY FOR THE PERFORMANCE OF ALL THE SERVICES CALLED FOR UNDER THE FOLLOWING CONTRACT. ANY PROPOSED REIMBURSABLE COSTS SHALL BE SEPARATELY IDENTIFIED (E.G. OVERNIGHT DELIVERY, UPCHARGE ON 3rd PARTY INVOICES).

Scope of Services Task	Hourly Rate*	Estimated Total
Category 1		
Category 2		
Category 3		
Category 4		
Category 5		
Category 6		
Category 7		
Category 8		
Total		

*Hourly Rate should include overhead costs as listed above. Time spent traveling to and from any District offices and any travel costs associated with such travel is not reimbursable.

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****Estimated Hours should be based on comparable size and complexity of similar entity.**

The Cost Proposal Form must be signed on the next pages (page 2 or 3 of Attachment A). Proposals submitted in any other form will be considered non-responsive and may be rejected. Signatures herein bind Proposer to the entirety of its Proposal, including all documents submitted with these Cost Proposal Forms.

DOCUMENTS TO ACCOMPANY COST PROPOSAL:

Items from paragraphs 7A to 7G of the Proposal Content must accompany the Cost Proposal for a Proposal to be deemed responsive.

NAME UNDER WHICH BUSINESS IS CONDUCTED

CONTACT INFORMATION OF PERSON AUTHORIZED TO EXECUTE CONTRACT

Name:

Business Address:

City/State/Zip:

Telephone Number:

Email Address:

MANDATORY SIGNATURE(S)

☐ **SOLE OWNER, sign here:** I sign as sole owner of the business named above.

☐ **PARTNERSHIP, one or more partners sign here:** The undersigned certify that we are partners in the business named above and that we sign this Proposal with full authority to do so.

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☐ **CORPORATION OR LLC, sign here***: The undersigned certify that they sign this Proposal with full and proper authorization to do so.

Entity Name: _____

By: _____

Title: _____

By: _____

Title: _____

Incorporated under the laws of the State _____

** If the Proposer is a corporation, this Cost Proposal Form must be executed by two corporate officers, consisting of: (1) the president, vice president or chair of the board; and (2) the secretary, assistant secretary, chief financial officer, or assistant treasurer. In the alternative, this Cost Proposal Form may be executed by a single officer or a person other than an officer if evidence satisfactory to the District is provided demonstrating that such individual is authorized to bind the corporation or LLC (e.g. a copy of a certified resolution from the corporation's board or LLC's board or a copy of the corporation's bylaws or LLC's operating agreement.)*

IF JOINT VENTURE, officers of each participating firm sign here: The undersigned certify that they sign this Proposal with full and proper authorization to do so.

Joint Venture Name: _____

By: _____ Title: _____

By: _____ Title: _____

SAN MATEO COUNTY HARBOR DISTRICT
REQUEST FOR PROPOSALS (RFP) 2026-04
CAP 111 CEQA Compliance and Project Coordination Services

ATTACHMENT B
SAMPLE PROFESSIONAL SERVICES AGREEMENT

SAN MATEO COUNTY HARBOR DISTRICT

REQUEST FOR PROPOSALS (RFP) 2026-04

CAP 111 CEQA Compliance and Project Coordination Services

SAMPLE PROFESSIONAL SERVICES AGREEMENT
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made as of the _____ day of _____, 2027, by and between the SAN MATEO COUNTY HARBOR DISTRICT (hereinafter referred to as "District") and _____ (hereinafter referred to as "Consultant").

WHEREAS, the District desires to obtain professional services in connection with Request for Proposals (RFP) No. 2026-04, **CAP 111 CEQA Compliance and Project Coordination Services**, and

WHEREAS, the District has issued an RFP, a copy of which is attached and incorporated as Exhibit A; and

WHEREAS, the Consultant desires to provide such services and has represented that it is experienced and qualified to perform such services. It has submitted a written proposal, dated _____, 2027, a copy of which is attached and incorporated as Exhibit B.

WHEREAS, the District's Board of Harbor Commissioners, at its meeting on _____, 2027 authorized the General Manager to enter into this Agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. RENDITION OF SERVICES

The Consultant agrees to provide professional services to the District in accordance with the terms and conditions of this Agreement. In the performance of its work, the Consultant represents that it (1) has and will exercise the degree of professional care, skill, efficiency, and judgment of consultants with special expertise in providing such services; (2) carries all applicable licenses, certificates, and registrations in current and good standing that may be required to perform the work; and (3) will retain all such licenses, certificates, and registrations in active status throughout the duration of this engagement.

2. SCOPE OF SERVICES

Contractor will provide District the scope of services set forth in Exhibit A, as supplemented by Exhibit B, in accordance with the terms and conditions of this Agreement. In the event of any inconsistency between the terms of this Agreement and the terms of Exhibit A or B, this agreement shall prevail.

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3. TERM

The Consultant shall commence work upon the District's approval of the Agreement. Unless the Agreement is terminated sooner pursuant to Section 20, the term of this Agreement is for three (3) years. At the District's sole discretion, it may extend the term of this Agreement for up to three additional one-year terms. The District will provide notice of its intention to extend the term at least 60 days before expiration of the base term, or of any option term.

4. KEY PERSONNEL

It is understood and agreed by the parties that during the term of this Agreement that _____ shall serve as the primary staff person of the Consultant to undertake, render, and oversee all of the services under this Agreement. Upon written notice by the Consultant and approval by the District, which will not be unreasonably withheld, the Consultant may substitute this person with another person, who shall possess similar qualifications and experience for this position.

5. COMPENSATION

The Consultant agrees to perform all tasks described in RFP scope in accordance with submitted Cost Proposal. These amounts include labor, materials, taxes, insurance, subcontractor costs, travel expenses, telephone costs, copying costs, profit, administrative and overhead fees, and all other costs and expenses incurred by the Consultant. In the event the District requests Consultant to perform any additional services, the parties will agree on the cost of such services, either on an agreed-upon lump sum amount, or on a time and materials basis at the hourly. The District will pay the Consultant in accordance with Section 13.

6. NOTICES

All communications relating to the day-to-day activities shall be exchanged between the District's designated point of contact and the Consultant's _____.

All other notices and communications regarding interpretation of the terms of this Agreement and changes thereto shall be given to the other party in writing and may be given by personal delivery to a representative of the parties or by mailing the same postage prepaid, addressed as follows:

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District:

San Mateo County Harbor District
504 Ave Alhambra, 2nd Floor
P.O. Box 1449
El Granada, CA 94018
Attention: Director of Operations
John Moren, jmoren@smharbor.com

Consultant:

Attention: _____

The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail shall be deemed given on the day after that on which it is deposited in the U.S. Mail as provided above.

7. OWNERSHIP OF WORK

All reports, designs, drawings, plans, photographic images, video and sound recording, specifications, analyses, charts, tables, schedules, and all other materials prepared, or in the process of being prepared, for the services to be performed by the Consultant shall be and are the property of the District. The District shall be entitled access to and copies of these materials during the progress of the work. Any such materials remaining in the hands of the Consultant or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to the District. If any materials are lost, damaged or destroyed before final delivery to the District, the Consultant shall replace them at its own expense, and the Consultant assumes all risks of loss, damage, or destruction of or to such materials. The Consultant may retain a copy of all material produced under this Agreement for its use in its general business activities.

Any and all rights, title, and interest (including without limitation: patent rights, copyright and any other intellectual-property or proprietary rights) to materials prepared under this Agreement are hereby assigned to the District. The Consultant agrees to execute any additional documents which may be necessary to evidence such assignment.

The Consultant represents and warrants that all materials prepared under this Agreement are original or developed from materials in the public domain (or both) and that all materials prepared under and services provided under this Agreement do not infringe or violate any copyright, trademark, patent, trade secret, or other intellectual-property or proprietary right of any third party.

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8. CONFIDENTIALITY

Any District materials to which the Consultant has access or materials prepared by the Consultant during the course of this Agreement (“confidential information”) shall be held in confidence by the Consultant, who shall exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees and agents of the Consultant as necessary to accomplish the rendition of services set forth in Section 2 of this Agreement.

The Consultant, its employees, subcontractors, and agents shall not release any reports, information or other materials prepared in connection with this Agreement, whether deemed confidential or not, to any third party without the approval of the District.

9. USE OF SUBCONTRACTORS

The Consultant shall not subcontract any services to be performed by it under this Agreement without the prior written approval of the District, except for service firms engaged in drawing, reproduction, typing, and printing. Any subcontractors must be engaged under written contract with the Consultant with provisions allowing the Consultant to comply with all requirements of this Agreement, including without limitation the “Ownership of Work” provisions in Section 7. The Consultant shall be solely responsible for reimbursing any subcontractors, and the District shall have no obligation to them.

10. CHANGES

The District may, at any time, by written order, make changes within the scope of work and services described in this Agreement. If such changes cause an increase in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Section 5 or in the time of required performance as set forth in Section 3, or both. In the event that the Consultant encounters any unanticipated conditions or contingencies that may affect the scope of work or services, schedule, or the amount of compensation specified herein, the Consultant shall so advise the District immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in schedule or compensation. This notice shall be given to the District prior to the time that the Consultant performs work or services related to any proposed adjustment. The pertinent changes shall be expressed in a written supplement to this Agreement prior to implementation of such changes.

11. RESPONSIBILITY; INDEMNIFICATION

The Consultant shall indemnify, keep, and save harmless the District and its Commissioners, officers, agents, and employees against any and all suits, claims or actions arising out of any of the following:

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- (A)** Any injury to persons or property that may occur, or that may be alleged to have occurred, arising from the performance of this Agreement by the Consultant caused by a negligent act or omission or willful misconduct of the Consultant or its employees, subcontractors, or agents; or
- (B)** Any allegation that materials or services provided by the Consultant under this Agreement infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right of any third party.

The Consultant further agrees to defend any and all such actions, suits, or claims, with counsel acceptable to the District in its sole discretion and pay all charges of attorneys and all other costs and expenses of defenses as they are incurred. If any judgment is rendered, or settlement reached, against the District, or any of the other individuals enumerated above in any such action, the Consultant shall, at its expense, satisfy and discharge the same. This indemnification shall survive termination or expiration of the Agreement.

12. INSURANCE

(A) Types of Insurance

The Consultant shall not commence work until proper evidence of insurance coverage of the types and amounts specified in this section has been provided to the District. The Consultant shall not violate or permit to be violated any conditions or provisions of said policies of insurance, and at all times shall satisfy the requirements of the insurer for the purpose of maintaining said insurance in effect.

If any claim is made by any third person against the Consultant on account of any incident connected to the Agreement, the Consultant shall promptly report the fact in writing to the District, giving full details of the claim.

Any person, firm, or corporation that the Consultant authorizes to work upon the District's property, including any subcontractor, shall be deemed to be the Consultant's agent and shall be subject to all applicable terms of this Agreement. Prior to the Consultant's start of the work or entry onto the District's property, the Consultant agrees to require its subconsultants to procure and maintain, at the Consultant's (or its subconsultant(s)') sole cost and expense (and to prove to the District's reasonable satisfaction that it remains in effect throughout the performance of the work under this Agreement), the kinds of insurance described below. Such insurance must remain in effect throughout the term of this Agreement and will be at the sole cost and expense of the Consultant (or its subconsultant(s)).

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(1) Commercial General Liability Insurance

The Consultant shall, at its own expense, procure and maintain Commercial General Liability insurance providing bodily injury and property damage coverage with a combined limit of at least One Million Dollars (\$1,000,000) each occurrence and a general aggregate limit of at least Two Million Dollars (\$2,000,000). This insurance shall include, but not be limited to, premises and operations, contractual liability covering the indemnity provisions contained in this Agreement, personal injury, products and completed operations.

Said Policy shall protect the Consultant and the District in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the insurance company's liability as set forth in its policy beyond the amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.

(2) Business Automobile Liability

The Consultant shall, at its own cost and expense, procure and maintain Business Automobile Liability insurance providing bodily injury and property damage with a combined single limit of at least One Million Dollars (\$1,000,000) per occurrence for all owned, non-owned and hired automobiles. This insurance shall provide contractual liability covering all motor vehicles and mobile equipment to the extent coverage may be excluded from general liability insurance.

(3) Workers' Compensation and Employers' Liability Insurance

If the Consultant employs any person to perform work in connection with this Agreement, the Consultant shall procure and maintain at all times during the performance of such work Workers' Compensation Insurance in conformance with the laws of the State of California, and federal laws where applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) for each accident and One Million Dollars (\$1,000,000) for each disease, with a policy limit of One Million Dollars (\$1,000,000).

The policy shall contain a waiver of subrogation in favor of the District and its officers, commissioners, employees, volunteers, and agents, while acting in such capacity, and their successors and assignees, as they now or as they may hereafter be constituted, singly, jointly, or severally.

(4) Professional Liability Insurance

The Consultant shall also maintain Professional Liability Insurance covering the Consultant's performance under this Agreement with a limit of liability of One Million Dollars (\$1,000,000) for any one claim. This insurance shall be applicable

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to claims arising from the work performed under this Agreement. Prior to commencing work under this Agreement, the Consultant shall furnish to the District a Certificate of Insurance or certified copy of the insurance policy if requested, indicating compliance with the requirements of this paragraph. This certificate or policy shall further stipulate that thirty (30) days' advance written notice of cancellation, non-renewal or reduction in limits shall be given to the District.

(B) General Insurance Requirements

(1) Acceptable Insurance

All policies will be issued by insurers acceptable to the District. This insurance shall be issued by an insurance company or companies authorized to do business in the State of California with minimum "Best's" rating of B+ and with minimum policyholder surplus of Twenty-Five Million Dollars (\$25,000,000) or a company acceptable to the District in its sole discretion. All policies shall be issued in a form satisfactory to the General Manager of the District and shall be issued specifically as primary insurance. Workers' Compensation coverage requirements may be met with the California State Compensation Fund.

(2) Procure and Maintain Insurance

The Consultant must, at its own cost and expense, procure and maintain at all times during the performance of this Agreement, all of the required policies specified above. The failure to procure or maintain the required insurance policies and/or an adequately funded self-insurance program acceptable to the District will constitute a material breach of the Agreement.

(3) Terms of Policies

All insurance specified above shall remain in force until all work to be performed is satisfactorily completed. If the insurance is provided on a claims-made basis, it must remain in force for the entire term of the Agreement and a minimum of three (3) years thereafter.

(4) Self-Insurance

Upon evidence of financial capacity satisfactory to the District and Consultant's agreement to waive subrogation against the District respecting any and all claims that may arise, the Consultant's obligations hereunder may be satisfied in whole or in part by adequately funded self-insurance.

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(5) Deductibles and Retentions

The Consultant shall be responsible for payment of any deductible or retention on the Consultant's policies without right of contribution from the District. Deductible and retention provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the Named Insured is unacceptable.

In the event that the policy of the Consultant or any subcontractor contains a deductible or self-insured retention, and in the event that the District seeks coverage under such policy as an additional insured, the Consultant shall satisfy such deductible or self-insured retention to the extent of loss covered by such policy for a lawsuit arising from or connected with any alleged act or omission of the Consultant, subcontractor, or any of their officers, commissioners, employees, agents, or suppliers, even if the Consultant or subcontractor is not a named defendant in the lawsuit.

(C) Evidence of Insurance and Endorsements

Prior to commencing work or entering onto the District's property, the Consultant shall file a Certificate of Insurance with the District evidencing the foregoing coverages, including the following endorsements:

- (1)** The Consultant will provide at least thirty (30) days' notice to the District of cancellation or non-renewal.
- (2)** That the policy(ies) is primary insurance and the insurance company(ies) providing such policy(ies) shall be liable thereunder for the full amount of any loss or claim that the Consultant is liable for under this section, up to and including the total limit of liability, without right of contribution from any other insurance maintained or which may be maintained by the District.
- (3)** Such insurance shall include as additional insureds the District, and its respective commissioners, officers, employees, and agents while acting in such capacity, and their successors or assignees, as they now or as they may hereafter be constituted, singly, jointly, or severally.
- (4)** The policy must also contain either a Cross Liability endorsement or Severability of Interests Clause and stipulate that inclusion of the District as an additional insured will not in any way affect the District's rights as respects to any claim, demand, suit, or judgment made, brought, or recovered against the Consultant. Said policy shall protect the Consultant and the District in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the insurance company's liability as set forth in its policy beyond the

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amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.

(D) Consequence of Lapse

Should any required insurance not be procured or lapse during the term of this Agreement, requests for payment originating after such lapse will not be processed until the District receives satisfactory evidence of reinstated coverage as required by the Agreement. If insurance is not reinstated, the District, may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

13. MANNER OF PAYMENT

The Consultant shall submit a billing statement at the end of each month. The Consultant shall submit a billing statement describing the work performed and invoice for the monthly total. The District shall endeavor to pay approved invoices within thirty (30) days of their receipt.

14. CONSULTANTS STATUS

Neither the Consultant nor any party contracting with the Consultant shall be deemed to be an agent or employee of the District. The Consultant is and shall be an independent Contractor, and the legal relationship of any person performing services for the Consultant shall be one solely between that person and the Consultant.

15. ASSIGNMENT

The Consultant shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of the District.

16. DISTRICT WARRANTIES

The District makes no warranties, representations, or agreements, either express or implied, beyond such as are explicitly stated in this Agreement.

17. DISTRICT REPRESENTATIVE

Except when approval or other action is required to be given or taken by the Board of Harbor Commissioners of the District, the General Manager of the District, or such person or persons as they shall designate in writing from time to time, shall represent and act for the District.

18. DISPUTE RESOLUTION

The District and Consultant agree to attempt in good faith to resolve all disputes informally. If agreed to by both parties, alternate methods of dispute resolution, such as mediation, may be

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utilized. Unless otherwise directed by the District, the Consultant shall continue performance under this Agreement while matters in dispute are being resolved.

19. MAINTENANCE, AUDIT, AND INSPECTION OF RECORDS

All Consultant and subcontractor costs incurred in the performance of this Agreement will be subject to audit. The Consultant and its subcontractors shall permit the District or its authorized representatives to inspect, examine, make excerpts from, transcribe, and copy the Consultant's books, work, documents, papers, materials, payrolls records, accounts, and any and all data relevant to the Agreement at any reasonable time, and to audit and verify statements, invoices or bills submitted by the Consultant pursuant to this Agreement. The Consultant shall also provide such assistance as may be required in the course of such audit. The Consultant shall retain these records and make them available for inspection hereunder for a period of four (4) years after expiration or termination of the Agreement.

If, as a result of the audit, it is determined by the District's auditor or staff that reimbursement of any costs including profit or fee under this Agreement was in excess of that represented and relied upon during price negotiations or represented as a basis for payment, the Consultant agrees to reimburse the District for those costs within sixty (60) days of written notification by the District.

20. TERMINATION

The District shall have the right to terminate this Agreement at any time for cause or for convenience by giving written notice to the Consultant. Upon receipt of such notice, the Consultant shall not commit itself to any further expenditure of time or resources.

If the Agreement is terminated for any reason other than a breach or default by the Consultant, the District shall pay to the Consultant in accordance with the provisions of Sections 5 and 13 all sums actually due and owing from the District for all services performed and all expenses incurred up to the day written notice of termination is given, plus any costs reasonably and necessary incurred by the Consultant to effect such termination. If the Agreement is terminated for breach or default, the District shall remit final payment to the Consultant in an amount to cover only those services performed and expenses incurred in full accordance with the terms and conditions of this Agreement up to the effective date of termination.

The District shall not in any manner be liable for the Consultant's actual or projected lost profits had the Consultant completed the services required by this Agreement.

21. NONDISCRIMINATION

During the performance of this contract, consultant and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, religious creed, marital status, denial of family and medical care leave, ancestry, national origin, medical condition (cancer/genetic characteristics), age (40 and above), disability (mental and physical) including HIV and AIDS,

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denial of pregnancy disability leave or reasonable accommodation. Consultant and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs, tit. 2, §7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12990 (a)–(f), are incorporated into this contract by reference and made a part hereof as if set forth in full (Cal. Code Regs, tit. 2, §7285.0 et seq.). The Consultant further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

22. CONFLICT OF INTEREST

The Consultant warrants and represents that it presently has no interest and agrees that it will not acquire any interest that would present a conflict of interest under California Government Code §§ 1090 et seq. or §§ 87100 et seq. during the performance of services under this Agreement. The Consultant further covenants that it will not knowingly employ any person having such an interest in the performance of this Agreement. Violation of this provision may result in this Agreement being deemed void and unenforceable.

23. PUBLICITY

The Consultant, its employees, subcontractors, and agents shall not refer to the District, or use any logos, images, or photographs of the District for any commercial purpose, including, but not limited to, advertising, promotion, or public relations, without the District's prior written consent. Such written consent shall not be required for the inclusion of the District's name on a customer list.

24. ATTORNEYS' FEES

If any legal proceeding should be instituted by either of the parties to enforce the terms of this Agreement or to determine the rights of the parties under this Agreement, the prevailing party in said proceeding shall recover, in addition to all court costs, reasonable legal fees.

25. WAIVER

Any waiver of any breach or covenant of this Agreement must be in a writing executed by a duly authorized representative of the party waiving the breach. A waiver by any of the parties of a breach or covenant of this Agreement shall not be construed to be a waiver of any succeeding breach or any other covenant unless specifically and explicitly stated in such waiver.

26. SEVERABILITY

If any provision of this Agreement shall be deemed invalid or unenforceable, that provision shall be reformed and/or construed consistently with applicable law as nearly as possible to reflect

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the original intentions of this Agreement, and in any event, the remaining provisions of this Agreement shall remain in full force and effect.

27. NO THIRD-PARTY BENEFICIARIES

This Agreement is not for the benefit of any person or entity other than the parties.

28. APPLICABLE LAW

This Agreement, its interpretation and all work performed under it shall be governed by the laws of the State of California.

29. BINDING ON SUCCESSORS

All of the terms, provisions and conditions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and legal representatives.

30. ENTIRE AGREEMENT; MODIFICATION

This Agreement, including any attachments, constitutes the entire Agreement between the parties with respect to the subject matter hereof and may not be amended except by a written amendment executed by authorized representatives of both parties. In the event of a conflict between the terms and conditions of this Agreement and the attachments, the terms of this Agreement will prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the day and year first above written.

SAN MATEO COUNTY HARBOR DISTRICT

By: _____ Date: _____

Title: General Manager

NAME OF COMPANY

By: _____ Date: _____

Title: _____

By: _____ Date: _____

Title: _____

**If the Consultant is a corporation, this Agreement must be executed by two corporate officers, consisting of: (1) the president, vice president or chair of the board; and (2) the secretary, assistant secretary, chief financial officer, or assistant treasurer. In the alternative, this Agreement may be executed by a single officer or a person other than an officer if evidence satisfactory to the District is provided demonstrating that such individual is authorized to bind the corporation or LLC (e.g. a copy of a certified resolution from the corporation's or LLC's board or a copy of the corporation's bylaws or LLC's operating agreement).*

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ATTACHMENT C
ACKNOWLEDGEMENT OF ADDENDA

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ACKNOWLEDGEMENT OF ADDENDA

The undersigned Proposer acknowledges receipt of the following addenda, if issued, to the RFP Documents. If none received, write "None Received."

Addendum No. _____, dated _____

Addendum No. _____, dated _____

Addendum No. _____, dated _____

Date: _____

Firm: _____

Print Name: _____

Signature: _____

Title: _____

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ATTACHMENT D
SCOPE OF SERVICES

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SCOPE OF SERVICES

INTENT

CEQA compliance for the Princeton Shoreline CAP Section 111 Project.

BACKGROUND

The San Mateo County Harbor District (District) is serving as the non-federal sponsor for the U.S. Army Corps of Engineers (USACE) Princeton Shoreline Continuing Authorities Program (CAP) Section 111 study at Pillar Point Harbor. The USACE feasibility study is evaluating measures to prevent or mitigate shoreline damage attributable to the federal navigation project. Current Corps planning identifies shoreline erosion, reduced sediment supply, and coastal flooding along the Princeton shoreline as primary problems, and includes objectives related to shoreline protection, recreational access, sediment management, and reduction of wave-related impacts. USACE is presently developing and evaluating alternatives, including refinement of concept designs, development of quantities and cost estimates, and screening of alternatives to a final array. The District is responsible for compliance with the California Environmental Quality Act (CEQA) for actions it may take in connection with the project. Based on currently available information, CEQA compliance is anticipated to involve preparation of an Initial Study and Negative Declaration or Mitigated Negative Declaration (IS/ND or IS/MND). The appropriate CEQA document will be confirmed as the project is further defined and the available environmental and technical information is reviewed. Your proposal should be structured to allow the District to make maximum use of the engineering, environmental, biological, cultural, and other technical work being developed through the USACE feasibility and NEPA process, while addressing CEQA-specific requirements and providing the District with ongoing project and environmental coordination support.

SCOPE OF WORK

TASK 1 – Project Initiation and CEQA Strategy. Review available USACE planning, environmental, engineering, and project-development materials; meet with District and USACE staff; confirm the anticipated CEQA pathway; identify available technical information and potential data gaps; and develop an overall strategy for coordinating CEQA with the federal feasibility and environmental review processes. This task will also establish coordination protocols, anticipated review milestones, document responsibilities, and the preliminary CEQA schedule. Deliverable: Initial CEQA work plan and schedule.

TASK 2 – USACE Coordination, Meetings, and District Project/Environmental Advisory Support. Provide ongoing project, environmental, and implementation support to the District during the USACE feasibility process. Services may include participation in regularly scheduled USACE Project Delivery Team meetings and other coordination meetings as appropriate and

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requested by the District; review of project alternatives, environmental documents, technical memoranda, schedules, and other project materials; participation in USACE-sponsored public meetings or workshops; coordination with USACE technical and environmental staff; and advice to the District regarding environmental compliance, permitting, constructability, implementation, monitoring, and related project considerations. Consultant review under this task will be performed from a project-management, environmental, and implementation perspective and will not constitute independent professional engineering review or certification of analyses prepared by USACE or other technical specialists.

TASK 3 – AB 52 and Tribal Cultural Resources Coordination. Assist the District with its responsibilities under CEQA related to Assembly Bill 52 and Tribal Cultural Resources. Services may include confirming applicable tribal notification requirements; preparing and transmitting consultation notices on behalf of the District; tracking responses; coordinating and participating in consultation meetings as requested by the District; maintaining the consultation record; coordinating with USACE regarding related federal Tribal and Section 106 consultation; and incorporating relevant Tribal Cultural Resources information and agreed-upon measures into the CEQA analysis and mitigation program. The District will retain lead-agency responsibility for formal consultation and related determinations.

TASK 4 – CEQA Project Description and Administrative Draft Initial Study. Following identification of the Tentatively Selected Plan, or at an earlier point mutually determined by the District and Consultant when the project is sufficiently defined for CEQA analysis, prepare the CEQA project description and Administrative Draft Initial Study. The CEQA project description will be developed using project information prepared and approved by USACE and the District, including project location and footprint, project components, quantities, construction methods, access and staging, anticipated construction duration, maintenance, and other information necessary to support environmental review. Prepare the Initial Study using available USACE technical and environmental studies, existing information, and supplemental analysis as appropriate. Consultant will prepare the CEQA analysis for the environmental resource topics applicable to the project and coordinate targeted specialty review where needed. Deliverable: CEQA Project Description and Administrative Draft Initial Study.

TASK 5 – Draft IS/ND or IS/MND and Mitigation Monitoring and Reporting Program. Coordinate review of the Administrative Draft with District and USACE staff and address up to two consolidated pre-circulation review rounds. Prepare the Draft IS/ND or IS/MND, as appropriate, including mitigation measures where necessary. If mitigation measures are required, prepare a Mitigation Monitoring and Reporting Program (MMRP). Prepare the document package for public circulation. Deliverable: Draft IS/ND or IS/MND and, if applicable, MMRP.

TASK 6 – Public Review and Final CEQA Document. Prepare and submit applicable CEQA notices and State Clearinghouse/CEQAnet materials on behalf of the District. The District will

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directly pay required filing, agency, or County Clerk fees. Review comments received during the public-review period and prepare responses, clarifications, or revisions as appropriate. Incorporate warranted revisions and prepare the Final IS/ND or IS/MND and MMRP for District consideration. No separate District-sponsored public workshop is assumed. Consultant will participate in related USACE public meetings under Task 2 where appropriate. Deliverable: Public-review materials, Final IS/ND or IS/MND, and final MMRP if applicable.

TASK 7 – CEQA Adoption and Approval Support. Support District consideration and adoption of the CEQA document, including preparation of supporting materials, participation in one District Board meeting, final document revisions if needed, and preparation/submittal of the Notice of Determination or other applicable CEQA completion documents. Provide limited post-adoption environmental coordination related to completion of the CEQA process and consistency of subsequent project development with the approved project.

TASK 8 – Supplemental CEQA and Specialty Environmental Support. Provide supplemental CEQA and technical support where needed to address information gaps or issues not fully covered by the USACE environmental review. Services may be performed by Consultant and/or qualified subject-matter experts retained as needed. Potential services may include targeted biological resources review; cultural and archaeological resources support; Tribal Cultural Resources technical support beyond the administrative AB 52 process; and other focused technical review or analysis needed to support the Initial Study. The intent is to rely on USACE studies and technical work to the maximum extent appropriate and use this task only where additional CEQA-specific review or expertise is needed. New protocol-level biological surveys, archaeological field investigations, engineering studies, or other substantial technical studies are not assumed and would be undertaken only with District authorization. Subconsultant costs, if incurred, will be billed at actual cost without markup.