



Midpeninsula Regional
Open Space District



**REQUEST FOR PROPOSALS &
QUALIFICATIONS**

**Lobitos Creek
Restoration Site**

July 13, 2018

Purisima Creek Redwoods
Open Space District, San Mateo County



INVITATION

The Midpeninsula Regional Open Space District (Midpen) is pleased to announce the opportunity to provide biological services in support of a restoration site near the Lobitos Creek in Purisima Creek Redwoods Open Space Preserve in San Mateo County.

PROJECT DESCRIPTION

Introduction

1. Location.

Midpen is a public agency created in 1972 that protects and manages over 63,000 acres of diverse open space land and manages 26 open space preserves for low-intensity recreational use by the public. Midpen is located along the western edge of the North American continent on a geologically active peninsula between the Pacific Ocean and San Francisco Bay, which limits migration of plants and animals. This unique location is entirely contained within the Santa Cruz Mountain region. The region's Mediterranean climate is comprised of mild wet winters and long, hot, and dry summers cooled by cyclical coastal fog. Midpen's boundary extends along the San Francisco Bay from San Carlos to Los Gatos and along the Pacific coast from south of Pacifica to the Santa Cruz County line. Midpen lands permanently protect wildlife habitat, natural resources, watersheds, and a variety of ecosystems.

2. Brief Description of the Project.

Midpen's Natural Resources Department is seeking proposals to establish an agreement through a competitive process for biological consulting services for developing a restoration plan, accompanying monitoring/research plan to assess the effectiveness of the restoration action to increase the biodiversity at the restoration site, and implementation of the monitoring/research plan.

Acacia melanoxylon (blackwood acacia) is presumed to have been actively planted in the area after logging operations within Purisima Creek Redwoods prior to the transfer of ownership to Midpen. The population extent is approximately 69,885 square meters (~17.3 acres) with percent cover of the target species ranging from 1% to 20% (see Attachment 3 for more detail). The surrounding habitat is coastal redwood forest.

[The selected team from this RFPQ cannot bid or be subcontracted on the subsequent Request for Bids for the implementation of the IPM Plan for the removal and treatment of *Acacia melanoxylon* at the Lobitos Creek Restoration Site.](#)

3. Background.

Midpen purchased Purisima Creek Redwoods in 1982. The trees at Purisima Creek Redwoods Preserve are approximately 100 years old. The original redwood forest was logged in the late 1800s and early 1900s. The largest redwoods were approximately 1,000 years old when they were cut, with diameters between 10 and 20 feet. The large stumps along the Purisima Creek Trail are evidence of these trees.

In June of 2014, Measure AA was passed as a \$300 million general obligation bond by over two-thirds of Midpen voters. Measure AA was passed to improve access to hiking and biking opportunities; protect and preserve redwood forests, natural open spaces, the scenic beauty of our region and coastline, and critical wildlife habitat; restore creeks to protect water quality; and reduce forest fire risk. This project has been approved as part of portfolio 3 within the [Vision Plan](#) - Purisima Creek Redwoods: Purisima-to-Sea Trail completion, Watershed Protection & Conservation Grazing Projects. The Purisima to the Sea Trail will pass through this site and therefore needs to be restored.

4. **Site Constraints**

The District manages Purisima Creek Redwoods OSP as potential breeding habitat of the state endangered Marbled Murrelet (*Brachyramphus marmoratus*). This seabird is dependent on mature coast redwood and Douglas-fir forests in order to breed, and has historically been detected within the Preserve. The District follows CDFW regulations which require that work within sensitive Murrelet habitat be restricted to Sept 15 – Nov 1; detailed protective measures may be followed if work must occur outside of this seasonal restriction.

A portion of the site is in a closed area of the Preserve with the rest in an area open to the public. Please see Attachment 3: *Acacia melanoxylon* Population Details, for further information on location.

Scope of Work

Although there are no known occurrence of sensitive or rare species at the project site, the selected consultant is required to report all sensitive or rare species (Attachment 4 and 5) found within Midpen's Boundaries to Midpen's Project Manager within 24 hours and then to California Natural Diversity Database (CNDDDB) within 72 hours using the CNDDDB Online Field Survey Form, <https://www.wildlife.ca.gov/Data/CNDDDB/Submitting-Data>. Ability to identify organisms to species level is critical.

Task 1: Restoration Plan

Consultant to write a restoration plan, including a erosion control plan and a detailed Integrated Pest Management (IPM) section that complies with the Midpen IPM Program's (<https://www.openspace.org/our-work/projects/integrated-pest-managment>) guidance manual and Environmental Impact Report. Restoration plan shall follow the Section 8 of the SER Primer on Ecological Restoration (https://cdn.ymaws.com/www.ser.org/resource/resmgr/custompages/publications/SER_Primer/ser_primer.pdf). Consultant to identify a reference site within the Purisima Creek Redwoods Open Space Preserve. Consultant to provide a cost estimate of the implementation of the restoration plan by phase and fiscal year (July 1 through June 30). Note that the implementation of the IPM Plan is contingent on restoration design. Restoration has an anticipated start date of September 15, 2020 to allow a nursery to grow locally collected, phyto-sanitary plants, if necessary.

A draft document will be provided to Midpen no later than November 31, 2018. The document will be returned to the consultant with comments by December 31, 2018. A final document will be provided to the District by January 31, 2019.

Task 2: Monitoring/Research Plan

Consultant to write a monitoring/research plan (including a detailed protocol) to monitor site conditions prior to, during, and after restoration activities. Monitoring/research of site condition may include, but is not limited to: photo-monitoring, vegetation, biodiversity of insects and/or avian species, and physical condition. All monitoring/research protocols, data collection, and the analysis of said data shall be scientifically valid and defensible. The goal of the monitoring/research plan is to collect data in sufficient detail and rigor to present at a professional conference and publication.

A draft document will be provided to Midpen by December 31, 2018. The document will be returned to the consultant with comments by January 31, 2019. A final document will be provided to the District by February 28, 2019.

Task 3: Implementation of Monitoring/Research Plan

Consultant to implement Task 2 once the Monitoring/Research Plan has been accepted by the District. Consultant to provide a detailed cost break out and should be described by fiscal year (July 1 – June 30) as well as by each site condition to be monitored.

Task 4: Review Request for Bid

SubTask 4.1: Review draft Request for Bids for the implementation of the Restoration Plan for the removal and treatment of *Acacia melanoxylon*. Consultant to make suggested edits to enable the collection of data in above tasks to be scientifically valid and defensible.

SubTask 4.2: Consultant will participate in the mandatory Pre-Bid walk for contractors who will perform the implementation of the Restoration Plan. Date to be determined, but is anticipated to be in late spring/early summer of 2019.

SubTask 4.3: Consultant will participate in the kick-off meeting with the selected Contractor. Date to be determined, but is anticipated to be in late summer of 2019.

Task 5: Reports

Annual reports are to be submitted to Midpen. At a minimum, consultant will describe site conditions, challenges faced, recommendations to Midpen on resource management, raw data/data sheets, summary tables of data, etc.

In a final report, the Consultant will analyze the data and report the results to Midpen. Consultant to provide Midpen a draft report and allow for 30-day comment and edit period.

Task 6: Publication

Analysis of collected data will be jointly written for publication in a peer-reviewed journal with the consultant taking the lead author role and Midpen's Project Manager leading the Management Implications section.

Task 7 (Optional): Presentations

SubTask 7.1: Consultant to present the results at a “Brown Bag” lunch at the main Administration Office to last 20-30 minutes long plus time for questions not to exceed 1 hour in total length. Audience will be Midpen staff, docents, and resource management firms.

SubTask 7.2: Consultant to provide one power point slide to be used by Midpen staff for a public Board of Directors meeting.

SubTask 7.3: Consultant will also present the results at a symposium of a professional society such as the SERCAL, Cal-IPC, California Association of Pest Control Advisers or similar venue.

SUBMISSION REQUIREMENTS

Proposals are to be no more than fifteen pages, not including qualifications.

Proposed Approach

Provide a description of how the project team intends to complete the work, including a detailed list of the necessary tasks to complete the project.

Team Description

Provide a description of the team that addresses the following:

Project team structure. Provide an organizational chart or description of the probable team, including sub-consultants. Include all key project team members and explain their role and responsibility throughout the project. Identify the project team members who are the daily contacts.

Prior experience. Provide a summary of the background and specific pertinent expertise of key personnel, as well as a statement of their time commitment to the project. Include examples of the project team’s previous experience with comparable projects. Include descriptive information such as the character of the project, the scope of involvement, location of the project, and the completion of the project. Project teams are encouraged to include illustrations or photographs of work designed and/or developed by team members. Provide a description of the firm’s method of, and experience in, controlling project costs and schedules. If available, provide examples of successfully completed documents that are currently used in support of acacia (or similar) removal.

References. Provide a list of at least three current references that have relevant knowledge concerning the project team’s ability to manage similar projects. Names, affiliations, addresses, and current telephone numbers of all references must be provided.

Qualifications

Provide a biography describing the project team members’ individual qualifications and history, years in business, location(s), legal structure, ownership, organizational structure and key staff who would be committed to this project.

Project Fee

Provide a detailed estimated fee proposal divided by fiscal year (July 1 – June 30). The fee proposal should include all anticipated reimbursable expenses as a separate line item, the charge rates of the people who would perform the work (please identify tasks to be performed

by sub-consultants), and a standard hourly rate schedule. Provide a description of the key assumptions used to calculate the project fee. If appropriate, identify cost saving strategies as well.

Insurance Requirements

Provide a statement of the firm's acceptance of Midpen's insurance and indemnification requirements, or any reservations the firm has with the requirements. Please see attached Midpeninsula Regional Open Space District *Professional Services Agreement Template*.

Exclusionary Statement

The selected team for this RFPQ cannot bid or be subcontracted on the subsequent Request for Bids for the implementation of the IPM Plan for the removal and treatment of *Acacia melanoxylon* at the Lobitos Creek Restoration Site. Teams must provide a statement that they understand this requirement.

SELECTION PROCESS

This Request for Proposals and Qualifications is being distributed to firms/entities who have proven track records for delivering excellent customer service, deliverables, and value. This RFPQ is also posted on Midpen's website for wider dissemination in order to elicit proposals from interested and qualified firms/entities. Proposers may be asked to make a general presentation of their plan to a selection committee and/or attend an interview. The selection committee reserves the right to have discussions with any or all of the proposers. Midpen will make a recommendation to the Board of Directors for approval of the consultant contract.

Evaluation Criteria

The goal for each firm should be to prepare a proposal that is comprehensive. The proposal should describe how the proposing firm would fulfill both the goals as explained in the scope of work, as well as the financial requirements and overall business approach. Once the proposals are received, the selection committee may require clarification and additional information. The proposals will be evaluated according to the criteria listed and described below. The order of the criteria listed below does not reflect a hierarchy for the final selection.

1. Quality of Proposal

- Research question(s) to be answered under Task 2
- Consistency with the objectives
- Demonstrating an understanding of the project
- Fulfilling proposal requirements as described in this RFPQ
- Overall presentation

2. Implementation Approach

- Organization, structure, and responsibilities of the project team
- Proposed approach
- Proposed strategies to reduce time and costs

3. Implementation Expertise

- Proven track record, the technical ability of the team to accomplish the Midpen’s goals
- Background, qualifications, experience and expertise of the firm (including sub-consultants) in similar projects
- Project Fee

The selection of the team will not be based solely on the "lowest bid." Instead, Midpen intends select the best overall proposal package to achieve the project goals.

RFPQ and Contract Award Schedule

The following is a tentative schedule that is subject to change. Midpen will inform all teams of changes in the schedule by e-mail correspondence.

July 13, 2018	RFPQ Released
July 25, 2018	Mandatory Pre-Proposal Conference and site visit
July 30, 2018	Deadline to submit Questions to District Representative via e-mail: csifuentes@openspace.org
August 3, 2018	Addendum issued for questions from Pre-Proposal Conference and submitted e-mails
August 16, 2018	Deadline to receive Proposals via e-mail: csifuentes@openspace.org
Week of August 20, 2018	Selection committee ranks proposers
September 22, 2018	Public Board meeting for award of contract to selected firm

STIPULATIONS

Interviews and Requests for Additional Information from the District

Midpen reserves the right to conduct in-person interviews or require presentations of any or all proposers prior to the selection. Midpen reserves the right to request more detailed information from one or more proposers to provide for a reliable comparison between proposals.

General Stipulations

Midpen is not responsible for any expenses which proposers may incur in preparing and submitting the proposal. Midpen will not be liable for any costs incurred by the proposers that are related to the RFPQ process; this includes production of the proposal, interviews/presentations, travel and accommodations. Midpen reserves the right to request or negotiate modifications to the proposals that are deemed appropriate. All proposals received from proposers in response to this Request for Proposal will become the property of Midpen and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of Midpen. Midpen reserves the right to reject any and all proposals and to waive minor irregularities. Midpen also reserves the right to seek new proposals or re-advertise if responses have not been satisfactory or for any other reason.

Requests for Additional Information and Questions

Specific questions related to the RFPQ must be addressed in writing to Midpen, e-mail is preferred. Answers will then be distributed to all teams. Additional and updated information will be provided to the teams via email and correspondence. Please submit all requests to:

Coty Sifuentes-Winter
csifuentes@openspace.org
Midpeninsula Regional Open Space District
330 Distel Circle
Los Altos, CA 94022

PRE-PROPOSAL CONFERENCE

A mandatory pre-proposal conference has been scheduled for July 25, 2018 from 10:00 am until 12:00 pm. At the conference, the District will present background information on the project and will receive and answer questions as they relate to the project. Teams must RSVP by July 24, 2018 at noon to Lupe Hernandez at lhernandez@openspace.org or by calling (650) 691-1200.

PROPOSAL DEADLINE

Final proposals are to be submitted via e-mail by **Thursday, August 16, 2018 at 2:00 pm, to Coty Sifuentes-Winter, Senior Resource Management Specialist, csifuentes@openspace.org.** Midpen, at its sole discretion, may grant an extension to all candidates if circumstances require additional time. Responding teams should assume that the District may initiate discussions simultaneously with all respondents.

PUBLIC RECORDS AND PROPRIETARY INFORMATION, INDEMNIFICATION

The District recognizes that proposers will occasionally believe that all or portions of their proposals are confidential or proprietary. This can present problems in participating in a public agency RFPQ process. All proposals, strategies, supporting information, rate schedules and other information and documents are presumptively public records under the California Public Records Act (Gov't Code section 6250 *et seq.*), subject to prompt disclosure upon request by any member of the public.

The District is not soliciting, does not wish to receive, and will not treat any information received under this proposal as proprietary or confidential information, unless specifically called for or expressly accepted by the District General Counsel in writing, and will be accepted and considered only when, in the sole discretion of the District it is necessary to serve the public purpose of the project. If the inclusion of confidential or proprietary information is determined to be necessary to the proposal, proposers must identify each and every specific item and each and every page, and segregate the information into a separate envelope or electronic file labeled conspicuously as confidential, with a cover page describing the information and applicable law exempting the same from disclosure. Any material marked or claimed as confidential or proprietary may be returned to the proposer by the District or destroyed and may not be considered in the review of proposals if the claim does not appear justified or would inhibit the public purposes of the project proposed.

If the documents have been properly marked and expressly accepted as confidential and proprietary in writing by the District General Counsel, the District will make its best effort to

advise the proposer of any Public Records Act request, should any be received, seeking documents claimed to be confidential or proprietary, to give the proposer an opportunity to take legal steps to protect such property from disclosure to third-party requester. The District expressly disclaims any duty and will not defend the confidentiality or proprietary nature of any information submitted. **By submitting any confidential or proprietary information to the District, the proposer agrees to hold harmless and indemnify and defend the District and its officers, employees, and agents for any and all costs, including attorneys fees,** incurred by the District or awarded to a Public Records Act requester relating to a request for release of proposer's data should the proposer ask the information to be handled as proprietary or confidential.

LIST OF ATTACHMENTS

- 1) District Professional Services Agreement Template
- 2) Map of Project Site
- 3) *Acacia melanoxylon* Population Details
- 4) Special Status Plants
- 5) Special Status Animal

Attachment 1

District Professional Services Agreement Template



Midpeninsula Regional
Open Space District

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE MIDPENINSULA REGIONAL OPEN SPACE DISTRICT
AND [CONSULTANT'S NAME] FOR [PROJECT NAME]**

THIS AGREEMENT is by and between [REDACTED] ("Consultant") and the Midpeninsula Regional Open Space District, a public body of the State of California ("District"). Consultant and District agree:

1. **Services.** Consultant shall provide the Services set forth in Exhibit A, attached hereto and incorporated herein.

2. **Compensation.** Notwithstanding the expenditure by Consultant of time and materials in excess of said Maximum compensation amount, Consultant agrees to perform the Scope of Services herein required of Consultant for \$ [REDACTED] including all materials and other reimbursable amounts ("Maximum Compensation"). Additionally, in the event of unforeseen circumstances, District may in its sole discretion elect to authorize Consultant to perform additional services on an as-needed basis for a not to exceed amount of \$ [REDACTED] at the hourly rates set forth in Exhibit A. Consultant shall only be compensated for additional hourly work that is approved in advance by District in writing. Total compensation under this agreement shall not exceed \$ [REDACTED]. Consultant shall submit invoices on a monthly basis. All bills submitted by Consultant shall contain sufficient information to determine whether the amount deemed due and payable is accurate. Bills shall include a brief description of services performed, the date services were performed, the number of hours spent and by whom, a brief description of any costs incurred and the Consultant's signature.

Commented [HS1]: Note to users: This is optional language to include contingency amount. Delete if no contingency.

3. **Term.** This Agreement commences on full execution hereof and terminates on [REDACTED] unless otherwise extended or terminated pursuant to the provisions hereof. Consultant agrees to diligently prosecute the services to be provided under this Agreement to completion and in accordance with any schedules specified herein. In the performance of this Agreement, time is of the essence. Time extensions for delays beyond the Consultant's control, other than delays caused by the District, shall be requested in writing to the District's Contract Administrator prior to the expiration of the specified completion date.

4. **Assignment and Subcontracting.** A substantial inducement to District for entering into this Agreement is the professional reputation and competence of Consultant. Neither this Agreement nor any interest herein may be assigned or subcontracted by Consultant without the prior written approval of District. It is expressly understood and agreed by both parties that Consultant is an independent contractor and not an employee of the District.

5. **Insurance.** Consultant, at its own cost and expense, shall carry, maintain for the duration of the Agreement, and provide proof thereof, acceptable to the District, the insurance coverages specified in Exhibit B, "District Insurance Requirements," attached hereto and incorporated herein by reference. Consultant shall demonstrate proof of required insurance coverage prior to the commencement of services required under this Agreement, by delivery of Certificates of Insurance to District.

6. **Indemnification.** Consultant shall indemnify, defend, and hold District, its directors, officers, employees, agents, and volunteers harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of, pertaining or relating to the negligence, recklessness or willful misconduct of Consultant, its employees, subcontractors, or agents, or on account of the performance or character of the Services, except for any such claim arising out of the sole negligence or willful misconduct of the District, its officers, employees, agents, or volunteers. It is understood that the duty of Consultant to

indemnify and hold harmless includes the duty to defend as set forth in section 2778 of the California Civil Code. Notwithstanding the foregoing, for any design professional services, the duty to defend and indemnify District shall be limited to that allowed pursuant to California Civil Code section 2782.8. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

7. Termination and Abandonment. This Agreement may be cancelled at any time by District for its convenience upon written notice to Consultant. In the event of such termination, Consultant shall be entitled to pro-rated compensation for authorized Services performed prior to the effective date of termination provided however that District may condition payment of such compensation upon Consultant's delivery to District of any or all materials described herein. In the event the Consultant ceases performing services under this Agreement or otherwise abandons the project prior to completing all of the Services described in this Agreement, Consultant shall, without delay, deliver to District all materials and records prepared or obtained in the performance of this Agreement. Consultant shall be paid for the reasonable value of the authorized Services performed up to the time of Consultant's cessation or abandonment, less a deduction for any damages or additional expenses which District incurs as a result of such cessation or abandonment.

8. Ownership of Materials. All documents, materials, and records of a finished nature, including but not limited to final plans, specifications, video or audio tapes, photographs, computer data, software, reports, maps, electronic files and films, and any final revisions, prepared or obtained in the performance of this Agreement, shall be delivered to and become the property of District and are assumed to be public records within the meaning of the California Public Records Act unless expressly deemed otherwise by District. All documents and materials of a preliminary nature, including but not limited to notes, sketches, preliminary plans, computations and other data, and any other material referenced in this Section, prepared or obtained in the performance of this Agreement, shall be made available, upon request, to District at no additional charge and without restriction or limitation on their use. Upon District's request, Consultant shall execute appropriate documents to assign to the District the copyright or trademark to work created pursuant to this Agreement. Consultant shall return all District property in Consultant's control or possession immediately upon termination.

9. Compliance with Laws. In the performance of this Agreement, Consultant shall abide by and conform to any and all applicable laws of the United States and the State of California, and all ordinances, regulations, and policies of the District. Consultant warrants that all work done under this Agreement will be in compliance with all applicable safety rules, laws, statutes, and practices, including but not limited to Cal/OSHA regulations. If a license or registration of any kind is required of Consultant, its employees, agents, or subcontractors by law, Consultant warrants that such license has been obtained, is valid and in good standing, and Consultant shall keep it in effect at all times during the term of this Agreement, and that any applicable bond shall be posted in accordance with all applicable laws and regulations.

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

11. Whole Agreement and Amendments. This Agreement constitutes the entire understanding and Agreement of the parties and integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or any previous written or oral Agreements between the parties with respect to all or any part of the subject matter hereof. The parties intend not to create rights in, or to grant remedies to, any third party as a beneficiary of this Agreement or of any duty, covenant, obligation, or undertaking established herein. This Agreement may be amended only by a written document, executed by both Consultant and District's General Manager, and approved as to form by the District's General Counsel. Such document shall expressly state that it is intended by the parties to amend certain terms and conditions of this Agreement. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. Multiple copies of this Agreement may be executed but the parties agree that the Agreement on file in the office of District's District Clerk is the version of the Agreement that shall take precedence should any differences exist among counterparts of the document. This Agreement and all matters relating to it shall be governed by the laws of the State of California.

12. Capacity of Parties. Each signatory and party hereto warrants and represents to the other party that it has all legal authority and capacity and direction from its principal to enter into this Agreement and that all necessary actions have been taken so as to enable it to enter into this Agreement.

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

14. Notice. Any notice required or desired to be given under this Agreement shall be in writing and shall be personally served or, in lieu of personal service, may be given by (i) depositing such notice in the United States mail, registered or certified, return receipt requested, postage prepaid, addressed to a party at its address set forth in Exhibit A; (ii) transmitting such notice by means of Federal Express or similar overnight commercial courier ("Courier"), postage paid and addressed to the other at its street address set forth below; (iii) transmitting the same by facsimile, in which case notice shall be deemed delivered upon confirmation of receipt by the sending facsimile machine's acknowledgment of such with date and time printout; or (iv) by personal delivery. Any notice given by Courier shall be deemed given on the date shown on the receipt for acceptance or rejection of the notice. Either party may, by written notice, change the address to which notices addressed to it shall thereafter be sent.

15. Miscellaneous.

- a. Except to the extent that it provides a part of the definition of the term used herein, the captions used in this Agreement are for convenience only and shall not be considered in the construction of interpretation of any provision hereof, nor taken as a correct or complete segregation of the several units of materials and labor.
- b. Capitalized terms refer to the definition provide with its first usage in the Agreement.
- c. When the context of this Agreement requires, the neuter gender includes the masculine, the feminine, a partnership or corporation, trust or joint venture, and the singular includes the plural.
- d. The terms "shall", "will", "must" and "agree" are mandatory. The term "may" is permissive.
- e. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement.
- f. When a party is required to do something by this Agreement, it shall do so at its sole cost and expense without right to reimbursement from the other party unless specific provision is made otherwise.

- g. Where any party is obligated not to perform any act, such party is also obligated to restrain any others within its control from performing such act, including its agents, invitees, contractors, subcontractors and employees.

IN WITNESS WHEREOF, Consultant and District execute this Agreement.

**MIDPENINSULA REGIONAL OPEN
SPACE DISTRICT**
330 Distel Circle
Los Altos, CA 94022-1404

CONSULTANT
Name
Address

By: _____
Name
Title

By: _____
Name
Title

Date: _____

Date: _____

Attest: _____
Jennifer Woodworth
District Clerk

Federal Employer ID Number: _____

License Number: _____

Expiration Date: _____

Approved as to form:

Hilary Stevenson
Acting General Counsel

Attachments:
Exhibit A Scope of Services
Exhibit B District Insurance Provisions

EXHIBIT A
Scope of services and compensation
[PROJECT NAME]

1. Scope of Services:

2. Compensation [Select a compensation option a through e below, and delete the remaining compensation options]

(a) () **Single Fixed Fee Agreement.** For performance of all of the Scope of Services by Consultant as herein required, District shall pay a single fixed fee in the amounts, and at the times or milestones, set forth below:
[Contract Fee(s) : \$ _____]

(b) () **Phased Fixed Fee Agreement.** For the performance of each phase or portion of the Scope of Services by Consultant as separately identified below, District shall pay the fixed fee associated with each phase of Services, in the amounts and at the times or milestones set forth. Consultant shall not commence Services under any Phase, and shall not be entitled to the compensation for a Phase, unless District shall have issued a notice to proceed to Consultant as to said Phase.

Phase 1	\$ _____
Phase 2	\$ _____

(c) () **Hourly Rate Arrangement** For performance of the Scope of Services by Consultant as herein required, District shall pay Consultant for the productive hours of time spent by Consultant in the performance of said Services, at the rates or amounts set forth in the Rate Schedule below according to the following terms and conditions:

(d) () **Not to exceed Limitation on Time and Materials Arrangement:**
Notwithstanding the expenditure by Consultant of time and materials in excess of said Maximum compensation amount, Consultant agrees that consultant will perform all of the Scope of Services herein required of Consultant for _____ including all Materials, and other reimbursable (“Maximum Compensation”).

(e) () **Limitation without Further Authorization on Time and Materials Arrangement.** At such time as Consultant shall have incurred time and materials equal to _____ (“Authorization Limit”), Consultant shall not be entitled to any additional compensation without further authorization issued in writing and approved by the District. Nothing herein shall preclude Consultant from providing additional Services at consultant’s own cost and expense.

Category of Consultant	RATE SCHEDULE Name	Hourly Rate
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3. Consultant's Expenses

() The compensation to be paid to Consultant set out in Section 2 includes all incidental expenses incurred by Consultant in performing services required by this Agreement.

() District shall pay consultant for the reasonable and necessary cost of the following incidental expenses incurred by consultant in providing the services required herein: document reproduction, postage, printing, mileage, telephone, authorized travel expenses.

() Consultant's expenses shall not exceed _____.

4. Contract Administrators

District: [enter name of staff here]

Consultant: [enter consultant's name here]

5. Permitted Subconsultants, if any:

**EXHIBIT B
INSURANCE REQUIREMENTS**

Before beginning any of the services or work called for by any term of this Agreement, Consultant, at its own cost and expense, shall carry, maintain for the duration of the Agreement, and provide proof thereof that is acceptable to the District, the insurance specified herein.

Insurance Requirements.

- Statutory Worker's Compensation Insurance and Employer's Liability Insurance coverage: \$1,000,000
- Commercial General Liability Insurance: \$1,000,000 (Minimum), \$2,000,000 Aggregate
- Business Automobile Liability Insurance-with coverage evidencing "any auto" and with limits of at least \$1,000,000 per occurrence.
- Errors and Omissions Insurance (or Professional Liability): \$1,000,000

Workers' Compensation. Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant shall be provided if required under the California Labor Code.

Commercial General and Automobile Liability. Consultant, at Consultant's own cost and expense, shall maintain Commercial General and Business Automobile Liability insurance for the period covered by this Agreement in an amount not less than the amount set forth in this Exhibit B, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting there from, and damage to property resulting from activities contemplated under this Agreement, including the use of hired, owned and non-owned automobiles. Coverage shall be at least as broad as the latest edition of the Insurance Services Office Commercial General Liability occurrence form CG 0001 and Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 (any auto). No endorsement shall be attached limiting the coverage.

- a. A policy endorsement must be delivered to District demonstrating that District, its officers, employees, agents, and volunteers are to be covered as insured as respects each of the following: liability arising out of activities performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired, or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to District, its officers, employees, agents, or volunteers.
- b. The insurance shall cover on an occurrence or an accident basis, and not on a claims made basis.
- c. An endorsement must state that coverage is primary insurance and that no other insurance affected by the District will be called upon to contribute to a loss under the coverage.
- d. Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to District and its officers, employees, agents, and volunteers.
- e. Insurance is to be placed with California-admitted insurers.

Professional Liability. Where Consultant is a licensed professional, Consultant, at Consultant's own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount set forth in this Exhibit B covering the licensed professionals' errors and omissions, as follows:

- a. The policy must contain a cross liability or severability of interest clause.
- b. The following provisions shall apply if the professional liability coverages are written on a claims made form:
 - 1) The retroactive date of the policy must be shown and must be before the date of the Agreement. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work.

If coverage is canceled or not renewed and it is not replaced with another claim made policy form with a retroactive date that precedes the date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. The District shall have the right to exercise at the Consultant's cost, any extended reporting provisions of the policy should the Consultant cancel or not renew the coverage.

A copy of the claim reporting requirements must be submitted to the District prior to the commencement of any work under this Agreement.

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

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

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

Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;

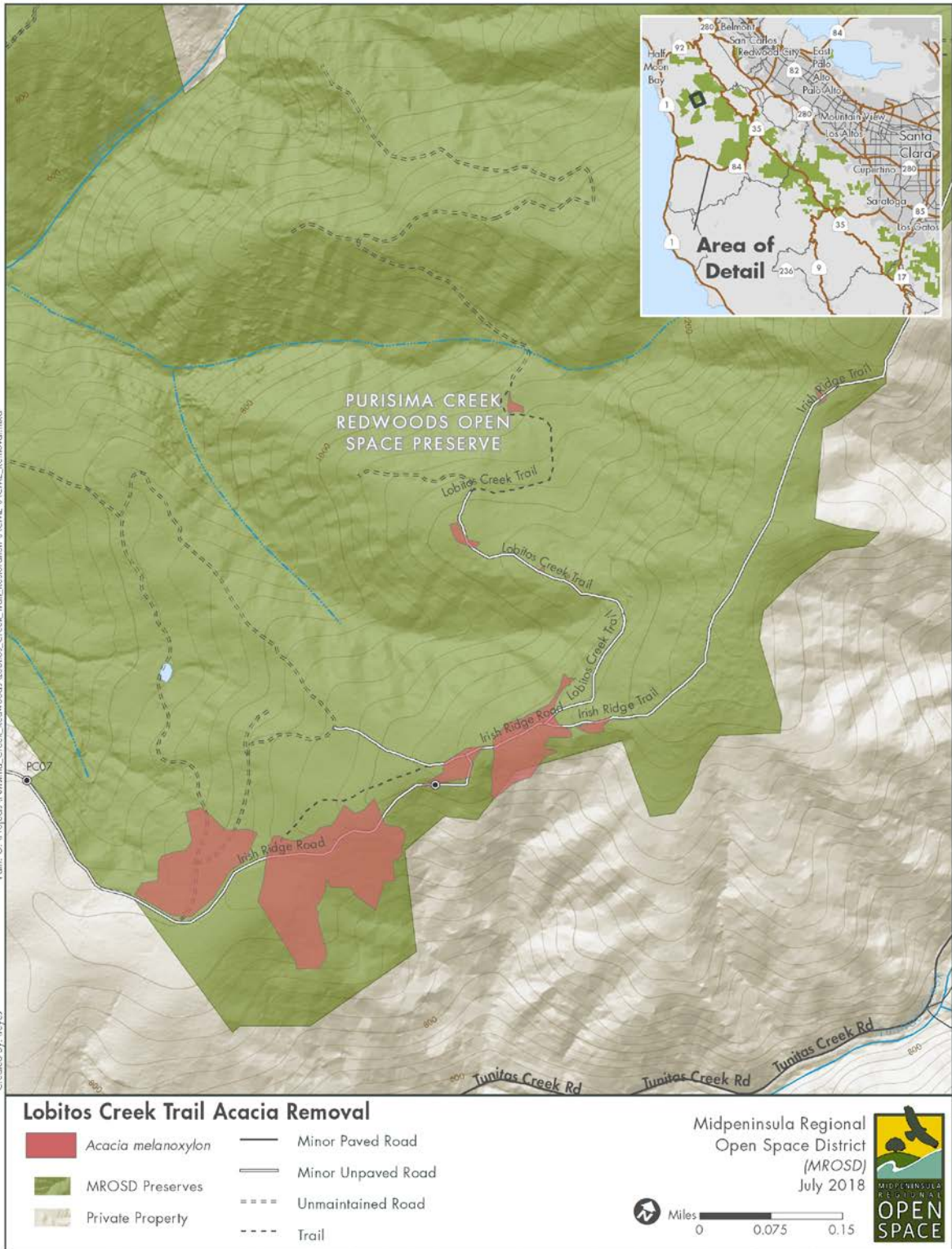
Order Consultant to stop work under this Agreement or withhold any payment which becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof;

Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies District may have and is not the exclusive remedy for Consultant's failure to maintain insurance or secure appropriate endorsements.

Attachment 2

Map of Project Site



Attachment 3

Acacia melanoxylon Population Details

Taxon	Habitat	Number of Plants	Percent Cover	Gross Area (m ²)	Distribution	Latitude	Longitude	Preserve Status
Acacia melanoxylon	Woodland	500-1000	3	35296	Scattered Dense Patches	37.4065564	-122.3623229	Closed
Acacia melanoxylon	Woodland	150-200	1	18392	Scattered Plants	37.4061873	-122.3649324	Closed
Acacia melanoxylon	Woodland	51 - 100	1	399	Scattered Plants	37.4143569	-122.3627255	Open
Acacia melanoxylon	Woodland	101 - 1000	3	767	Single Patch	37.4122192	-122.3625999	Open
Acacia melanoxylon	Woodland	1 - 10	1	51	Single Patch	37.4122566	-122.3609623	Open
Acacia melanoxylon	Woodland	11 - 50	1	30	Single Patch	37.4122813	-122.3604618	Open
Acacia melanoxylon	Woodland	1 - 10	3	4	Single Patch	37.4124064	-122.3592123	Open
Acacia melanoxylon	Woodland	51 - 100	20	136	Single Patch	37.4163948	-122.3575364	Open
Acacia melanoxylon	Woodland	11 - 50	1	9	Single Patch	37.4184143	-122.3579573	Open
Acacia melanoxylon	Woodland	11 - 50	1	6	Single Patch	37.4183342	-122.3578878	Open
Acacia melanoxylon	Woodland	101 - 1000	3	2675	Scattered Plants	37.408938	-122.3608929	Closed
Acacia melanoxylon	Woodland	1001 - 10000	3	11286	Scattered Plants	37.4098352	-122.3598061	Open
Acacia melanoxylon	Woodland	101 - 1000	3	749	Scattered Plants	37.4103346	-122.358786	Open
Acacia melanoxylon	Woodland	101 - 1000	3	85	Single Patch	37.4163583	-122.3574149	Open

Attachment 4

Special Status Plants

Appendix C-1. Special Status Plants in the Vicinity of the Project Area

Common Name	Scientific Name	Status ¹			Vegetation Type				
		FESA	CESA	CA Rare Plant Rank/Other	Forests	Herbaceous	Shrublands	Woodlands	Unvegetated (including Bay Front, Caves and Mines, and Rocky Cliffs)
Plants									
San Mateo thorn-mint	<i>Acanthomintha duttonii</i>	FE	CE	1B.1		X	X		
Franciscan onion	<i>Allium peninsulare</i> var. <i>franciscanum</i>			1B.2		X		X	
bent-flowered fiddleneck	<i>Amsinckia lunaris</i>			1B.2		X		X	
Anderson's manzanita	<i>Arctostaphylos andersonii</i>			1B.2	X		X	X	
Montara manzanita	<i>Arctostaphylos montaraensis</i>			1B.2			X		
Pajaro Manzanita	<i>Arctostaphylos pajaroensis</i>			1B.1			X		
Kings Mountain manzanita	<i>Arctostaphylos regismontana</i>			1B.2	X		X	X	
coastal marsh milk-vetch	<i>Astragalus pycnostachyus</i> var. <i>pycnostachyus</i>			1B.2		X	X		X
Big-scale balsamroot	<i>Balsamorhiza macrolepis</i> var. <i>macrolepis</i>			1B.2		X	X	X	
Santa Cruz Mountain pussypaws	<i>Calyptidium parryi</i> var. <i>hesseae</i>			1B.1			X	X	X
Monterey Coast paintbrush	<i>Castilleja latifolia</i>			4.3	X			X	
Congdon's tarplant	<i>Centromadia parryi</i> ssp. <i>congdonii</i>			1B.1		X			
Point Reyes bird's-beak	<i>Chloropyron maritimum</i> ssp. <i>palustre</i>			1B.2		X			X
Robust spine flower	<i>Chorizanthe robusta</i> var. <i>robusta</i>	FE		1B.1	X		X	X	
Mt. Hamilton fountain thistle	<i>Cirsium fontinale</i> var. <i>campylon</i>			1B.2		X	X	X	
Crystal Springs fountain thistle	<i>Cirsium fontinale</i> var. <i>fontinale</i>	FE	CE	1B.1		X	X	X	
Santa Clara red ribbons	<i>Clarkia concinna</i> ssp. <i>automixa</i>			4.3			X	X	
San Francisco collinsia	<i>Collinsia multicolor</i>			1B.2	X		X		
Hospital Canyon larkspur	<i>Delphinium californicum</i> ssp. <i>interius</i>			1B.2			X	X	
western leatherwood	<i>Dirca occidentalis</i>			1B.2	X		X	X	
Santa Clara Valley dudleya	<i>Dudleya abramsii</i> ssp. <i>setchellii</i>	FE		1B.1		X		X	
California bottle-brush grass	<i>Elymus californicus</i>			4.3	X			X	
Abrams woolly star	<i>Eriastrum abramsii</i>			MROSD		X			
Ben Lomond buckwheat	<i>Eriogonum nudum</i> var. <i>decurrens</i>			1B.1	X		X	X	
Jepsons woolly sunflower	<i>Eriophyllum jepsonii</i>			4.3			X	X	
San Mateo woolly sunflower	<i>Eriophyllum latilobum</i>	FE	CE	1B.1	X				
round-leaved filaree	<i>Erodium macrophyllum</i>			1B.1		X		X	
minute pocket moss	<i>Fissidens pauperculus</i>			1B.2	X				
fragrant fritillary	<i>Fritillaria liliacea</i>			1B.2		X	X	X	
Toren's grimmia	<i>Grimmia torenii</i>			1B.3	X		X	X	
Diablo helianthella	<i>Helianthella castanea</i>			1B.2	X	X	X	X	
Marin western flax	<i>Hesperolinon congestum</i>	FT	CT	1B.1		X	X		
Loma Prieta hoita	<i>Hoita strobilina</i>			1B.1	X		X	X	
legenere	<i>Legenere limosa</i>			1B.1		X			
Crystal Springs lessingia	<i>Lessingia arachnoidea</i>			1B.2		X	X	X	
smooth lessingia	<i>Lessingia micradenia</i> var. <i>glabrata</i>			1B.2			X	X	
Indian Valley bush-mallow	<i>Malacothamnus aboriginum</i>			1B.2			X	X	
arcuate bush-mallow	<i>Malacothamnus arcuatus</i>			1B.2			X	X	

Appendix C-1. Special Status Plants in the Vicinity of the Project Area

Common Name	Scientific Name	Status ¹			Vegetation Type				
		FESA	CESA	CA Rare Plant Rank/Other	Forests	Herbaceous	Shrublands	Woodlands	Unvegetated (including Bay Front, Caves and Mines, and Rocky Cliffs)
Davidson's bush-mallow	<i>Malacothamnus davidsonii</i>			1B.2			X	X	
woodland woollythreads	<i>Monolopia gracilens</i>			1B.2	X	X	X	X	
Dudley's lousewort	<i>Pedicularis dudleyi</i>		CR	1B.2	X	X	X	X	
Santa Cruz Mountains beardtongue	<i>Penstemon rattanii</i> var. <i>kleei</i>			1B.2	X		X		
white-rayed pentachaeta	<i>Pentachaeta bellidiflora</i>	FE	CE	1B.1		X		X	
California Gairdner's yampah	<i>Perideridia gairdneri</i> ssp. <i>gairdneri</i>			4.2	X	X	X		
white-flowered rein orchid	<i>Piperia candida</i>			1B.2	X				
Choris' popcornflower	<i>Plagiobothrys chorisianus</i> var. <i>chorisianus</i>			1B.2		X	X		
Hickman's popcornflower	<i>Plagiobothrys chorisianus</i> var. <i>hickmanii</i>			4.2	X	X	X		
San Francisco popcornflower	<i>Plagiobothrys diffusus</i>		CE	1B.1		X			
hairless popcornflower	<i>Plagiobothrys glaber</i>			1A		X			
San Francisco campion	<i>Silene verecunda</i> ssp. <i>verecunda</i>			1B.2		X	X		
most beautiful jewelflower	<i>Streptanthus albidus</i> ssp. <i>peramoenus</i>			1B.2		X	X	X	
Santa Cruz clover	<i>Trifolium buckwestiorum</i>			1B.1	X	X		X	

¹ Status definitions:

Federal Endangered Species Act (FESA):

- FE Endangered
- FT Threatened

California Endangered Species Act (CESA):

- CE Endangered
- CT Threatened
- CR Rare

California Rare Plant Rank:

- 1A Presumed extinct in California
- 1B Considered rare or endangered in California and elsewhere (protected under CEQA, but not legally preprotected under FESA or CESA)
- 4 Limited distribution or infrequent throughout a broader area in California

Extensions:

- .1 Seriously endangered in California (>80% of occurrences are threatened and/or high degree of immediacy of threat)
- .2 Fairly endangered in California (20 to 80% of occurrences are threatened/moderate degree and immediacy of threat)
- .3 Not very threatened in California (<20% of occurrences threatened/low degree and immediacy of threat or no current threats known)

Other:

MROSD Considered sensitive by MROSD (no formal protection under CEQA)

Source: MROSD 2013

Attachment 5
Special Status Animals

Appendix C-2. Special Status Wildlife in the Vicinity of the Project Area

Common Name	Scientific Name	Status ¹			Vegetation Type						Critical Habitat
		FESA	CESA	Other	Forests	Herbaceous	Shrublands	Woodlands	Unvegetated (including Bay Front, Caves and Mines, and Rocky Cliffs)	Water	USFWS Designated Critical Habitat within the District
Wildlife											
Amphibians and Reptiles											
California red-legged frog	<i>Rana draytonii</i>	FT		SSC	X	X				X	X
California tiger salamander	<i>Ambystoma californiense</i>	FT	CT	SSC	X	X		X		X	
Coast horned lizard	<i>Phrynosoma blainvillii</i>			SSC			X				
foothill yellow-legged frog	<i>Rana boylei</i>			SSC	X	X				X	
San Francisco garter snake	<i>Thamnophis sirtalis tetrataenia</i>	FE	CE	FP	X	X				X	
western pond turtle	<i>Actinemys marmorata</i>			SSC	X	X				X	
Birds											
Alameda song sparrow	<i>Melospiza melodia pusillula</i>			SSC, BCC					X	X	
Allen's hummingbird	<i>Selasphorus sasin</i>			BCC	X	X	X	X			
American peregrine falcon	<i>Falco peregrinus anatum</i>			FP, BCC	X				X		
American white pelican	<i>Pelecanus erythrorhynchos</i>			SSC		X			X	X	
American yellow warbler	<i>Setophaga petechia</i>			SSC, BCC	X	X	X				
bald eagle	<i>Haliaeetus leucocephalus</i>		CE	FP, BCC	X			X	X	X	
black swift	<i>Cypseloides niger</i>			SCC, BCC					X		
Bryant's savannah sparrow	<i>Passerculus sandwichensis alaudinus</i>			SSC					X	X	
burrowing owl	<i>Athene cunicularia</i>			SCC, BCC		X					
California black rail	<i>Laterallus jamaicensis coturniculus</i>		CT	FP, BCC		X			X		
California brown pelican	<i>Pelecanus occidentalis californicus</i>			FP					X	X	
California clapper rail	<i>Rallus longirostris obsoletus</i>	FE	CE	FP		X			X		
California gull	<i>Larus californicus</i>			MROSD	X	X			X	X	
California horned lark	<i>Eremophila alpestris actia</i>			MROSD	X	X					
California least tern	<i>Sternula antillarum browni</i>	FE	CE	FP		X			X		
double crested cormorant	<i>Phalacrocorax auritus</i>			MROSD					X	X	
elegant tern	<i>Thalasseus elegans</i>			MROSD		X			X	X	
ferruginous hawk	<i>Buteo regalis</i>			BCC	X	X					
golden eagle	<i>Aquila chrysaetos</i>			FP, BCC		X			X		
grasshopper sparrow	<i>Ammodramus savannarum</i>			SSC		X					
Lawrence's goldfinch	<i>Spinus lawrencei</i>			BCC	X	X	X				
least bell's vireo	<i>Vireo bellii pusillus</i>	FE	CE			X	X				
least bittern	<i>Ixobrychus exilis</i>			SSC, BCC		X			X		
loggerhead shrike	<i>Lanius ludovicianus</i>			SSC, BCC	X	X	X				
long-billed curlew	<i>Numenius americanus</i>			BCC	X	X			X		
long-eared owl	<i>Asio otus</i>			SSC	X	X		X			
marbled murrelet	<i>Brachyramphus marmoratus</i>	FT	CE		X						X

Appendix C-2. Special Status Wildlife in the Vicinity of the Project Area

Common Name	Scientific Name	Status ¹			Vegetation Type						Critical Habitat
		FESA	CESA	Other	Forests	Herbaceous	Shrublands	Woodlands	Unvegetated (including Bay Front, Caves and Mines, and Rocky Cliffs)	Water	USFWS Designated Critical Habitat within the District
merlin	<i>Falco columbarius</i>			MROSD	X	X	X		X		
northern goshawk	<i>Accipiter gentilis</i>			SSC	X						
northern harrier	<i>Circus cyaneus</i>			SSC	X	X					
nuttall's woodpecker	<i>Picoides nuttallii</i>			BCC	X	X	X	X			
olive-sided flycatcher	<i>Contopus cooperi</i>			SSC, BCC	X			X			
osprey	<i>Pandion haliaetus</i>			MROSD	X			X	X		
purple martin	<i>Progne subis</i>			SSC	X	X	X	X			
rufous hummingbird	<i>Selasphorus rufus</i>			BCC	X	X	X	X			
San Francisco common yellowthroat	<i>Geothlypis trichas sinuosa</i>			SSC	X	X					
sharp-shinned hawk	<i>Accipiter striatus</i>			MROSD	X	X	X	X			
short-eared owl	<i>Asio flammeus</i>			SSC		X					
swainson's hawk	<i>Buteo swainsoni</i>		CT	BCC	X	X					
tricolored blackbird	<i>Agelaius tricolor</i>			SSC, BCC	X	X				X	
Vaux's Swift	<i>Chaetura vauxi</i>			SSC	X				X		
western snowy plover	<i>Charadrius alexandrinus nivosus</i>	FT		SSC, BCC		X					X
white-tailed kite	<i>Elanus leucurus</i>			FP	X	X		X			
willow flycatcher	<i>Empidonax traillii</i>		CE	BCC	X	X		X			
yellow-breasted chat	<i>Icteria virens</i>			SSC	X	X	X				
Invertebrates											
bay checkerspot butterfly	<i>Euphydryas editha bayensis</i>	FT				X					X
Callippe silverspot butterfly	<i>Speyeria callippe callippe</i>	FE				X					
Smith's blue butterfly	<i>Euphilotes enoptes smithi</i>	FE				X	X				
Zayante band-winged grasshopper	<i>Trimerotropis infantilis</i>	FE				X	X				
Fish											
Coho Salmon- central California coast ESU	<i>Oncorhynchus kisutch</i>	FE	CE							X	
Steelhead - central California coast DPS	<i>Oncorhynchus mykiss irideus</i>	FT			X	X				X	X
tidewater goby	<i>Eucyclogobius newberryi</i>	FE		SSC	X					X	X
Mammals											
American badger	<i>Taxidea taxus</i>			SSC		X					
fringed myotis	<i>Myotis thysanodes</i>			MROSD	X		X		X		
hoary bat	<i>Lasiurus cinereus</i>			MROSD	X				X	X	
long-eared myotis	<i>Myotis evotis</i>			MROSD	X		X		X		
long-legged myotis	<i>Myotis volans</i>			MROSD	X			X	X		
mountain lion	<i>Puma Concolor</i>			MROSD	X	X	X	X			
pallid bat	<i>Antrozous pallidus</i>			SSC	X		X		X		

Appendix C-2. Special Status Wildlife in the Vicinity of the Project Area

Common Name	Scientific Name	Status ¹			Vegetation Type						Critical Habitat
		FESA	CESA	Other	Forests	Herbaceous	Shrublands	Woodlands	Unvegetated (including Bay Front, Caves and Mines, and Rocky Cliffs)	Water	USFWS Designated Critical Habitat within the District
ring-tailed cat	<i>Bassariscus astutus</i>			SSC	X	X		X	X		
salt-marsh harvest mouse	<i>Reithrodontomys raviventris</i>	FE	CE	FP		X					
salt-marsh wandering shrew	<i>Sorex vagrans halicoetes</i>			SSC		X					
San Francisco dusky-footed woodrat	<i>Neotoma fuscipes annectens</i>			SSC	X	X	X	X			
Santa Cruz kangaroo rat	<i>Dipodomys venustus venustus</i>			MROSD					X		
Townsend's big-eared bat	<i>Corynorhinus townsendii</i>		CCT	SSC	X				X		
western red bat	<i>Lasiurus blossevillii</i>			SSC	X			X			

¹ Status definitions:

Federal Endangered Species Act (FESA):

- FE Endangered
- FT Threatened

California Endangered Species Act (CESA):

- CE Endangered
- CT Threatened
- CCT Candidate Threatened

Other:

- SSC Considered California species of special concern by DFW (no formal protection other than CEQA consideration)
- FP Fully protected (legally protected under Fish and Game Code)
- BCC Considered by USFWS as a 'Bird of Conservation Concern' with a high priority to study and take action to protect
- MROSD Considered sensitive by MROSD (no formal protection under CEQA)

Source: MROSD 2013