



# REQUEST FOR PROPOSALS

**#RFP-2025-03**

PROJECT:

**COYOTE VALLEY**

**LANDSCAPE LINKAGE**

The Authority is issuing this Request for Proposals for Terrestrial and Aquatic Habitat Restoration and Wildlife Linkage Planning, Design, and Engineering

**PROPOSALS DUE: FEBRUARY 14, 2025**

**5:00 P.M. PACIFIC DAYLIGHT TIME**

# Request for Proposals: Coyote Valley Landscape Linkage

## Background

### Purpose of Request for Proposals (RFP)

In early 2022, the Santa Clara Valley Open Space Authority (Authority) initiated work on the Coyote Valley Conservation Areas Master Plan (CVCAMP), a comprehensive plan for the use and restoration of approximately 1,500 acres of recently conserved lands in Coyote Valley; a unique natural and rural landscape located between the cities of San José and Morgan Hill, in Santa Clara County, California.

The early phases of the master planning process were completed in summer 2024, culminating with the publication of the *Understanding Coyote Valley Existing Conditions Report* in June 2024. The report presents a summary of recently completed technical studies focused on existing conditions in Coyote Valley. These technical studies provide a robust foundation for the upcoming visioning and design phases of CVCAMP.

The Authority is now soliciting proposals for professional services for upcoming phases of CVCAMP and related projects within Coyote Valley. Two RFPs are being issued simultaneously to hire two teams, with complementary skillsets:

- **Coyote Valley Landscape Linkage Team (CVLL Team).** The CVLL Team is focused on ecology and ecological connectivity in Coyote Valley. This team will be responsible for the technical studies, modeling, engineering, planning, and design of large-scale terrestrial and aquatic habitat restoration in Coyote Valley, including conditions to support a wildlife linkage in the project area.
- **Connecting People to Coyote Valley Team (CPCV Team).** The CPCV Team is focused on how people use, experience, and travel through Coyote Valley. Building upon and coordinating with the work of the CVLL Team, this team will be responsible for carefully weaving public use and access into Coyote Valley's conserved lands. This team will thoughtfully integrate the work of the CVLL Team and incorporating scientific expert, stakeholder, and community input into holistic site plans and a compelling master plan document for CVCAMP. This team will also develop guidelines, concepts, and plans for streetscapes and public road right-of-way projects in Coyote Valley.

These teams will be closely coordinated and integrated into a larger CVCAMP Team managed by the Authority. Please see Figure 2 on Page 16 and Appendix A for more information on the CVCAMP Team structure.

This RFP is for the Coyote Valley Landscape Linkage Team. For this team, the Authority is seeking proposals from an experienced restoration design firm and their subconsultants that would be responsible for conducting the work outlined in this RFP. Consultant work will be authorized and funded on an "as needed" basis through a series of Authority-authorized task orders. The selected firms will be asked to respond to any number of task orders, issued as work progresses and funding is available. In addition to work on CVCAMP, task orders may also be issued for work on other projects within Coyote Valley, such as smaller scale near-term restoration projects.

To be fully qualified to perform services requested by the Authority in this RFP, the selected professionals will have proven experience working with public agencies to restore terrestrial and aquatic habitats for CVCAMP's focal species; restore creeks, wetlands, and floodplains to improve ecosystem services; and provide road ecology and habitat connectivity expertise. Additional expertise in conservation grazing/grassland management, monitoring, adaptive management, and climate adaptation and benefit analysis is also required. Experience working in partnership with academics and scientists, such as the CVCAMP Science Advisory Group, is welcomed.

## About the Santa Clara Valley Open Space Authority

The Santa Clara Valley Open Space Authority conserves the natural environment, supports agriculture, and connects people to nature, by protecting open spaces, natural areas, and working farms and ranches for future generations. The Authority envisions the Santa Clara Valley and its surrounding hillsides as a beautiful place where a vibrant network of interconnected open spaces, trails, wildlife habitats, and thriving agricultural lands enrich the region's cities and make it an exceptional and healthy place to live, work, learn, and play.

The Authority is a public, independent special district created by the California State Legislature in 1993 at the urging of community leaders who saw the importance of maintaining the ecological integrity of the region. Since its creation, the Authority has protected approximately 30,000 acres of open space, natural areas, watersheds, and wildlife habitat—providing ecologically friendly outdoor recreation and preserving the natural beauty and environmental health of the Santa Clara Valley.

The Authority's jurisdiction includes the cities of Campbell, Milpitas, Morgan Hill, San José, and Santa Clara and unincorporated areas of Santa Clara County. The Authority is funded through a \$24 a year parcel tax (referred to as Measure T, formerly Measure Q), a benefit assessment (referred to as District 1), and substantial grant funding, including state and federal funds. The Authority is governed by an elected Board of Directors with a Citizens' Advisory Committee (CAC) that serves as a community liaison.

## About Coyote Valley

Coyote Valley is a natural and rural area located at the southern edge of San José, California, in Santa Clara County. Approximately seven miles long and two miles wide, Coyote Valley is defined by the Diablo Range to the east and the Santa Cruz Mountains to the west. It is remarkable for the role it plays in connecting the ecosystems of the Santa Cruz Mountains with the rest of California, as well as its scenic beauty, rich biodiversity, prime farmland, and unique water resources.

Historically, in the south San Francisco Bay, the Santa Cruz Mountains and the Diablo Range were intricately linked across the entire Santa Clara Valley through a mosaic of oak woodlands and oak savannas, grasslands, streams lined with riparian forest, and wetland complexes forming an intact ecosystem. Over time, the valley became the primary focus for agricultural and urban development and the unique valley-floor habitats experienced precipitous reductions and fragmentation. Coyote Valley is one of the only places on the Santa Clara Valley floor that still provides habitat connectivity between the mountain ranges. For this reason, the valley has been described as a "last chance landscape" to connect the 1.13 million acres of core habitat in the surrounding mountain ranges and safeguard the region's biodiversity in the face of climate change. As such, it has become a top priority for open space conservation.

Since the latter part of the 20<sup>th</sup> century, there has been a growing movement to protect Coyote Valley for its many conservation values. In September of 2019, the California State Legislature passed Assembly Bill No. 948 which officially designated Coyote Valley as a landscape of statewide significance and authorized the Authority to establish and administer the Coyote Valley Conservation Program. In November of 2019, an innovative partnership among the Authority, Peninsula Open Space Trust (POST), and the City of San José, protected 937 acres of open space in North Coyote Valley, including the heart of the historic Laguna Seca wetland. Additional acreage was secured in North Coyote Valley in 2020, resulting in the creation of the approximately 953-acre North Coyote Valley Conservation Area on land previously slated for industrial development. Additional lands have been conserved to the south, along the course of Fisher Creek, creating the approximately 569-acre Mid-Coyote Valley Conservation Area. This network of conserved lands will continue to grow as the Authority and its conservation partners protect additional strategic properties in Coyote Valley. The on-going conservation of these lands has unlocked opportunities to implement a vision to protect and restore Coyote Valley's significant natural and cultural resources, creating a landscape of regional, state, and even national significance.

## Project Introduction

### Planning Area

The team selected via this RFP will primarily focus on approximately 1,500 acres of recently protected valley floor lands in the North Coyote Valley Conservation Area and Mid-Coyote Valley Conservation Area (collectively referred to as the “CVCAMP properties”). Additional properties may be incorporated into the project area if they are protected while planning is still underway. See Figure 1 on Page 4 for a current map of the CVCAMP properties.

Public roadways adjacent to and/or bisecting CVCAMP properties are also included in the planning area. These roadways present some of the project’s most complex opportunities and constraints for addressing connectivity issues for both people and wildlife. These roads offer exciting opportunities to close gaps in the regional trail network and offer sustainable transportation access to open space. However, they also act as deadly barriers to wildlife movement that must be surmounted through new wildlife crossing infrastructure improvements. CVCAMP will specifically assess roads in North Coyote Valley, such as Santa Teresa Boulevard north of Palm Ave and Bailey Ave west of Monterey Road. Plans for some of these roadways will be folded directly into CVCAMP. Other roadways, namely Monterey Road, will be planned as independent street design projects that are closely coordinated with CVCAMP.

Plans for both the CVCAMP properties and nearby roadways will need to consider the context of the larger 17,200-acre Coyote Valley Conservation Program Area established by the State of California via State Assembly Bill (AB) 948 in 2019 (See Figure 1 on Page 4). Master plan elements like wildlife linkage infrastructure, street design, regional trail routing, and agricultural uses will be planned with this valley-wide scale in mind. The master plan document may also include general policy recommendations at the valley-wide level and identify opportunities for future planning work beyond the existing CVCAMP properties.

### Coyote Valley Conservation Values

The Authority, POST, and City of San José have defined primary and secondary conservation values for Coyote Valley. The two primary conservation values are 1) wildlife habitat and connectivity and 2) water resources. The secondary conservation values are scenic resources, low intensity/passive recreation and environmental education values, agricultural resources, and cultural resources. Public access amenities, agricultural operations, and other uses shall be carefully planned, implemented, and managed in a manner to protect the primary conservation values. The CVLL Team is responsible for creating a vision for the primary conservation values first and then, through the Authority Project Team, collaborating with the CPCV Team to create a compatible vision for the secondary conservation values.

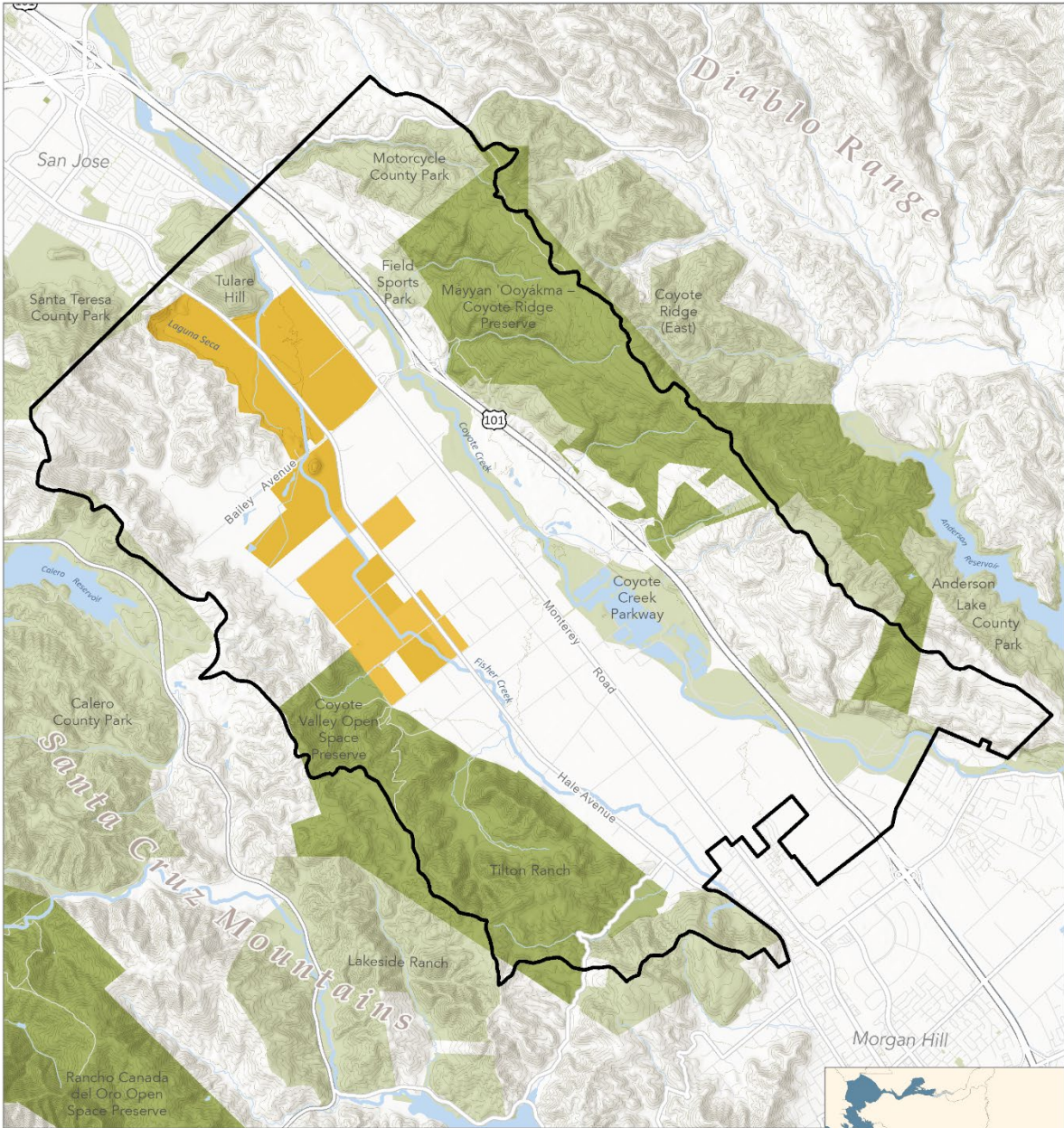
### CVCAMP Project Status

As mentioned on page one, work on CVCAMP is well underway and existing conditions analysis is complete. With this information, the Authority’s Project Team has the knowledge and tools needed to begin the visioning and design phases of the project. Early visioning is in progress, including concepts for wildlife crossing infrastructure along Highway 101 and Monterey Road that will connect the recently conserved lands with the Diablo Range to the east. The Authority and its partners are now seeking to assemble a team of consultants to work as collaborative partners on vision completion, and ultimately, implementation of the plan.

Figure 1: Planning Area

SITE MAP

Coyote Valley Conservation Areas Master Plan



- Coyote Valley Conservation Program Area (AB948)
- CVCAMP Properties

- Authority Protected Land
- Other Protected Lands



## Master Plan Vision & Goals

The CVCAMP Team has established the following vision for its planning work in Coyote Valley:

Coyote Valley is a thriving landscape that connects vital habitat for wildlife, protects natural flood plains, promotes sustainable agriculture, and offers unique opportunities for people to experience and enjoy nature. With the Coyote Valley Conservation Areas Master Plan, the Open Space Authority and partners will make Coyote Valley a model for nature-based solutions that create a more climate resilient future for all.

The team has defined ten major goals for the planning process:

1. Enhance Wildlife Habitat and Ecological Connectivity.
2. Sustainably Manage and Restore Water Resources.
3. Improve Public Health via Access to Nature.
4. Foster On-going and Inclusive Community Engagement.
5. Respect, Honor, Preserve, and Interpret Cultural Heritage & Historic Resources.
6. Adapt to Changing Climate Conditions.
7. Support Local Agriculture.
8. Leverage Unique Landscape Features to Boost the Local Economy.
9. Promote Equitable and Sustainable Transportation.
10. Consider a Holistic Vision for the Entire Coyote Valley.

More detailed goal language and specific objectives for each goal were drafted by the project team and will be shared with the selected Vendor.

## Related Plans & Reports

The Authority maintains a resource library of reports, studies, and webinars related to CVCAMP, available [here](#). Vendors should review the following reports to learn more about Coyote Valley and previous planning work that is feeding into CVCAMP:

### **Understanding Coyote Valley Existing Conditions Summary Report ([web link](#))**

The Understanding Coyote Valley Report provides a detailed summary of the existing resources, systems, and functionality of the landscape of Coyote Valley. The findings of the report will directly inform the visioning and conceptual design process in upcoming phases of CVCAMP.

### **Understanding Coyote Valley Opportunities & Constraints Map ([web link](#))**

This map summarizes key opportunities and constraints on the CVCAMP properties and identifies key areas where the CVCAMP team will focus during upcoming phases of the project.

### **Coyote Valley Landscape Linkage ([web link](#))**

The Coyote Valley Landscape Linkage provides the foundation for the vision to protect and restore the valley. This report provides a description of the existing vegetation communities and wildlife currently present in the CVCAMP area, provides an assessment of challenges and opportunities to creating a wildlife linkage between the Santa Cruz and Diablo Mountain Ranges, and provides numerous recommendations for restoration of habitats and wildlife corridors in Coyote Valley.

### **Coyote Valley Conservation Areas Master Plan Linkage Design Parameters ([web link](#))**

This memorandum summarizes the existing literature on quantitative thresholds and other considerations related to creating a landscape habitat linkage to guide the preparation of CVCAMP. The design parameters and considerations summarized in the memo will be further refined as CVCAMP progresses. To ensure successful implementation of a landscape linkage for wildlife, the team hired via this RFP will need to carefully consider how these parameters are implemented on CVCAMP properties and shape plans for public use/access and agricultural lands accordingly.

### **Coyote Creek Watershed Historical Ecology Study ([Interactive map](#) [web link](#))**

The Historical Ecology Study provides the historical context for the mosaic of vegetation (plant) communities present in Coyote Valley prior to the modifications from human use, as well as context for the impact that many of these modifications had on vegetation communities through time, resulting in much reduced and fragmented communities. The Santa Clara Valley Water District maintains an online interactive map that summarizes the findings of the study and can be viewed via the link above. Please zoom to Coyote Valley on the map for photos, information, and links related to the historical ecology study.

### **Coyote Valley Water Resources Investment Strategy ([web link](#))**

This study coarsely modeled flood events of different magnitudes across multiple hypothetical restoration scenarios in the CVCAMP area for restoration benefits, including downstream flood reduction. This was completed before much of the more in-depth modeling (and land acquisition) that has occurred through CVCAMP. In general, it proposes a conceptual realignment of Fisher Creek to the far west or low point of the valley and restoration of Laguna Seca. This study created order of magnitude estimated benefits from these different alternatives under different storm scenarios. It remains a useful concept for large scale watershed restoration visioning in CVCAMP.

### **North Coyote Valley Road Ecology Study ([web link](#))**

The North Coyote Valley Road Ecology Study evaluated roads in the CVCAMP area as wildlife obstacles or barriers by looking at wildlife movement across the roads and wildlife-vehicle collisions. This study focused on Santa Teresa Boulevard, Monterey Rd, US 101, Bailey Avenue, and McKean Rd and is the best documentation of existing conditions for wildlife barriers and movement on and near the CVCAMP properties. The CVLL and CPCV teams will need to closely coordinate with one another on wildlife crossing infrastructure along and within the area's roadways.

Additional reports not listed above were recently completed as part of CVCAMP's site assessment phase. The findings of these reports are summarized in the Understanding Coyote Valley Report linked above. In addition, the following reports were recently finalized and will be provided to the selected Vendors once under contract:

### **Coyote Valley – Eco-Hydrology Study**

The Coyote Valley Eco-Hydrology Study furthers the understanding of the relationships between hydrological and biological processes in Coyote Valley to inform opportunities for restoration actions that will be created via CVCAMP. This study will serve as a foundational document for the CVLL Team's aquatic habitat work, which will in turn help define upland habitat extents. The study also analyzes and offers insight into the relationship between Anderson Dam water releases into Coyote Creek and groundwater dependent ecosystem restoration in Coyote Valley.

### **Coyote Valley Historical Context Statement and Cultural Landscape Analysis**

The Authority commissioned a broad study of the historic context of Coyote Valley that can be used as a foundation for all subsequent historic analysis, such as CEQA, Section 106, and more. Additionally, the

Authority commissioned a historic and cultural resources sensitivity study informed by existing site records.

## Related In-Progress Studies & Projects

The following planning projects are in-progress within the AB948 Coyote Valley Conservation Area and are summarized here for additional context.

### **Coyote Valley Wildlife Connectivity Planning Project**

POST is currently leading the Coyote Valley Wildlife Connectivity Planning Project, which aims to improve safe paths of travel for wildlife and reduce wildlife-vehicle collisions along the triple barrier of Monterey Road, U.S. 101, and the Union Pacific rail line (current Caltrain corridor, future High Speed Rail alignment). Project deliverables will include conceptual and engineering designs for wildlife crossing structures, a wildlife permeability enhancement plan addressing the triple barriers, cost estimates, and an adaptive management and monitoring plan. The project will also identify elements like fencing that direct wildlife away from dangerous transportation corridors and towards safe crossing structures and other actions that could improve connectivity, like maintaining/retrofitting existing culverts and/or restoring habitat. Siting and installation of some of the crossing infrastructure and compatible features may need to take place on CVCAMP properties, which will require close coordination with both the CVLL and CPCV Teams. Conceptual designs and cost estimates for three wildlife crossings have been identified by POST and their project team (Dudek) along Monterey Road/Union Pacific. Highway 101 is being analyzed separately in a later phase for the development of conceptual designs and cost estimates.

### **Coyote Valley Corridor Study ([web link](#))**

The City of San José is currently conducting the Coyote Valley Corridor Study to analyze future land uses for privately-owned properties located along the east side of Monterey Road in Coyote Valley. The primary objective of this study is to determine a suite of land uses that are compatible with or in direct support of the region's agriculture and open space resources. Conceptual plans for Monterey Road created by the CPCV Team will need to consider implications of the Coyote Valley Corridor Study on street design.



## Scope of Work

The selected firm under this RFP will respond to Authority-issued task orders that will describe the scope of services needed. This RFP seeks to determine the best firm to place under this “master contract.” Specific pricing and tasks will be determined once under contract. The consultant will be required to prepare an estimate of fees for each task order based on the hourly fees set forth in the proposal. These task orders will require Authority authorization to proceed. The focus of work under this RFP will be planning habitat restoration projects on Authority-owned and/or managed lands within the Coyote Valley Conservation Program Area. This will primarily be accomplished via completion of the Coyote Valley Conservation Areas Master Plan (CVCAMP) and design and engineering associated with early phases of CVCAMP implementation. Completion of CVCAMP will require close coordination between the firm hired via this RFP, the Authority, key stakeholders, and other consultants hired via separate contracts, including the Connecting People to Coyote Valley Team. The CPCV Team will ultimately be responsible for drafting the CVCAMP plan document. **Please see Figure 2 (Page 16) and Appendix A for more information on the proposed CVCAMP team structure and Appendix B for the preliminary scope of upcoming phases of CVCAMP that the firm selected via this RFP would undertake.**

Under this RFP, the Authority seeks experts who can prepare a feasible plan for repairing and enhancing functional ecological connectivity in Coyote Valley. The team should include individuals with technical design, engineering and on-the-ground experience studying, managing, and restoring the habitats historically prevalent in Coyote Valley: freshwater wetlands, grasslands, oak savannahs, and riparian corridors. Experience with wildlife crossing infrastructure and recreation ecology will be crucial, as well as expertise in water resources and hydrology.

*Tasks may include but are not limited to:*

### Site Analysis and Assessments

- Ecohydrology and surface water and groundwater interactions
- Environmental and hydrological engineering
- Biological surveys
- GIS mapping and analysis
- Geology and geo-tech conditions and reports
- Engineering assessments and reports
- Topographic surveys
- Field analysis and reconnaissance with findings
- Background research and understanding of site features such as biology, ecology, site infrastructure, hydrology, grazing practices, cultural resources, and related topics, as may be needed through reports and assessments conducted by others
- Site analysis with full understanding of factors and conditions affecting planning and design
- Opportunities and constraints analysis and feasibility studies
- Create and implement monitoring and adaptive management programs to establish ecological baselines and to hone and right-size data collection techniques prior to implementation of the restoration actions

### Landscape Linkage Restoration Planning

- Create initial restoration scenarios, concept alternatives, and preferred conceptual plans for the following:
  - Watershed and aquatic habitat restoration planning and design
  - Terrestrial habitat restoration planning and design
  - Wildlife connectivity improvement planning and design (crossing structures, approach habitat recommendations, fencing, wildlife escape routes, and other permeability enhancements)
- Craft guidelines and recommendations for improving wildlife connectivity and enhancing wildlife habitat on working lands including, but not limited to:
  - Hedgerow buffers
  - Riparian buffers
  - Fencing
  - Prescribed fire

- Conservation grazing
- Develop criteria and metrics for weighing tradeoffs and evaluating restoration alternatives
- Prepare phasing plans that consider various paths to implementation and potential for permit streamlining
- Prepare order of magnitude cost estimates for restoration plans
- Prepare cost estimates for seed and plant purchasing to aid the Authority in creating a native plant nursery feasibility study
- Support the CPCV Team in preparation of CVCAMP master plan document

#### Stakeholder & Community Engagement

- Prepare maps, diagrams, drawings and/or other graphics to communicate project work to the public
- As-needed attendance at community meetings, workshops, etc.
- Assist with presentations to key stakeholders

#### Environmental Review & Permitting

- Create technical materials needed for the biological resources sections of CEQA
- Support environmental permitting and other associated deliverables, such as Section 106 consultations and/or permits with the Santa Clara Valley Habitat Agency
- Coordinate on CEQA document production (overseen by others)

#### Final Restoration Designs and Implementation

- Prepare plans and specifications including 30%, 60%, and 90% construction documents, including plans for the following:
  - Vegetation removal and site preparation
  - Rough and fine scale grading
  - Erosional control
  - Plant restoration
  - Irrigation systems
  - Invasive species control
- Prepare project cost estimates
- Incorporate best management practices and environmental mitigation measures into final design documents
- Assist with bidding and construction management as may be needed
- Work with field staff or contractors to provide construction administration and oversight support
- Conduct biological monitoring
- Create monitoring and adaptive management plan(s)

#### Project Management

- Team meeting coordination and attendance including development of agendas and meeting summaries
- Coordination and incorporation of feedback from Authority's science advisors
- Coordination with POST and Coyote Valley Wildlife Connectivity Planning Project team
- Schedule and budget management adherence
- Project tasking scheduling and sequencing
- Scope and budget development
- Coordination with Authority staff and other Authority consultants
- Coordination with Authority partners and their consultants on related projects within Coyote Valley, including the Coyote Valley Wildlife Connectivity Planning Project
- Adhere to the Santa Clara Valley Open Space Authority Brand Standards and Style Guide

## Minimum Vendor Requirements

### Prime Consultant (Vendor) Qualifications

To qualify, the prime consultant (hereafter referred to as the RFP “Vendor”) shall have demonstrated experience in the following:

- Habitat restoration for the focal species that inhabit Coyote Valley (Please see this [web link](#) for focal species poster)
- Experience overseeing watershed restoration

### Consultant Team Qualifications

To qualify, the consultant team (the Vendor and/or its subconsultants) shall have collectively demonstrated experience in the following:

- Watershed restoration and experience with aquatic focal species
- Wildlife connectivity and crossings
- Road ecology studies
- Restoration engineering
- Climate change adaptation
- Ecosystem service quantification and estimation (e.g. biodiversity or climate credits)
- Monitoring and adaptive management
- Environmental permitting
- Technical report writing for CEQA
- Conservation grazing and/or grassland management

## Submission, Review & Special Conditions

### Preparation of Responses

All responses to the items in the REQUIRED INFORMATION section must be answered fully and must be able to be substantiated by the vendor.

### Key Dates\*

Event	Date
RFP Issuance Date	January 17, 2025
Deadline to Submit Questions	January 31, 2025
Final Addenda Released	February 7, 2025
<b>Deadline to Submit Proposal</b>	February 14, 2025
Interviews (Tentative)	February 24-28, 2025
Contract Award	March 27, 2025

\*Dates subject to change.

### Submission of Responses

Proposals must be delivered by email (with attachments, if any) to the following email address: [proposals@openspaceauthority.org](mailto:proposals@openspaceauthority.org), with the following language in the subject line of the email "Attention: RFP-2025-03 re: Coyote Valley Landscape Linkage Design."

Proposals will be received only at the email address identified above. All proposals must be received by email by the Authority prior to 5:00 p.m. Pacific Daylight Time (PDT), February 14, 2025. Proposals will not be accepted via fax, mail, or by courier. Late responses will not be considered.

1. Mail and facsimile responses will not be considered. Vendors shall have sole responsibility for delivery of responses on time and to the proper email address.
2. To facilitate the analysis of responses to this RFP, Vendors are required to prepare their responses in accordance with the instructions outlined in this section. Each Vendor is required to submit the responses electronically. Vendors whose responses deviate from these instructions may be considered non-responsive and may be disqualified at the discretion of the Authority.
3. The Authority cautions Vendors to assure electronic email delivery of responses directly to the email address noted above by the established deadline. A response received by the Authority after the established deadline will not be considered.

Note: Any deviation from the requirements listed in the Required Information section below may result in the response being considered non-responsive, thus eliminating a Vendor from further consideration.

### RFP Questions

Any questions about this RFP shall be submitted in writing to [proposals@openspaceauthority.org](mailto:proposals@openspaceauthority.org) on or before January 31, 2025 at 5:00 p.m. PDT. The Authority will post written responses to questions no later than February 7, 2025. Responses may be posted incrementally as available.

## Addenda

The Authority will post any addenda on the Authority's website ([www.openspaceauthority.org](http://www.openspaceauthority.org)). Vendors shall be responsible for ensuring that responses to all addenda are included in their submissions. It is the Vendor's sole responsibility to monitor the Authority website for possible addenda to this RFP.

## Public Records Law

Pursuant to the California Public Records Act (California Government Code Section 6250 and following), public records are open to inspection at all times during the office hours of the Authority and every person has a right to inspect any public record or request copies of public records. All submitted responses are public records and are subject to public disclosure pursuant to the California Public Records Act.

## Acceptance

Submission of any response indicates acceptance of the conditions contained in this Request for Proposals.

## Response Costs

Those submitting responders do so entirely at their own expense. The Authority will not be responsible for reimbursement to any individual or firm for any costs incurred in preparing or submitting responses, providing additional information when requested by the Authority, or for participating in any interviews or meetings.

## Non-Discrimination

No person shall be excluded from participation in, denied any benefits, or otherwise discriminated against in connection with the award and performance of any contract on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age (over 40), military and veteran status of any person, or any other non-merit factor unrelated to job duties and protected by law.

## Response Format & Required Information

Responses should be prepared as simply as possible and provide a straightforward, concise description of the proposer's capabilities to satisfy the requirements of this RFP. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All parts, pages, figures, and tables should be numbered and clearly labeled. Responses should be comprehensive, succinct, and direct. Please adhere to any page limits, where noted. Font size should be no less than 10 points. Instructions relative to each part of the response to this Request for Proposals are defined in the remainder of this section.

The Vendor must include the following major sections:

### Executive Summary

This part of the response should be limited to a brief narrative highlighting how the Vendor and any subconsultants' expertise and experience qualifies for this RFP and the general approach to the Vendor's work.

### Team Organization and Resumes

Please provide an organizational chart that designates the prime firm and any subconsultant team members, their title and role, as well as resumes for all team members who may work on future projects as part of this RFP. Resumes to include education, special expertise, licensing or certifications, and relevant project experience.

### Relevant Experience (Limit to 10 pages)

Vendor shall provide sufficient information to enable the Authority to understand and evaluate the experience of the Vendor's team on similar projects. Please include three to six project examples that demonstrate the team's work on similar projects. The Authority is particularly interested in projects that demonstrate the team's ability to work on the following elements:

- Habitat restoration for focal species
- Large scale stream and wetland restoration
- Road ecology and wildlife connectivity projects/studies

It is permissible to use the same project(s) to demonstrate the team's work across the categories above.

Information required for each project includes:

- Contract/Project Name
- Agency/Locality/Office/Organization for which contract or project was performed
- Short description of the scope of work
- List of staff members who worked on each project
- Dollar value of contract/project
- Dates of contract/project
- Associated images/renderings (if available) with appropriate credits noted, with a strong preference for graphics created by the project team

### Coyote Valley Landscape Linkage Approach (Limit to 4 pages)

The Vendor should describe their overall approach toward creating a thriving landscape linkage in Coyote Valley. This description should address the following:

- Restoration of Coyote Valley will require weighing how far to pursue large-scale hydrological restoration of the landscape (e.g., rerouting creeks to historic wetlands) versus surgical restoration projects that build-off existing habitat (e.g., enhancing riparian habitats along existing manmade ditches). Describe

your team's approach to developing and weighing these kinds of restoration options and measuring return on investment.

- How would your team work together to strike the right balance between the many goals for Coyote Valley's conserved lands? Including, specifically, your team's approach for determining the ideal balance between various habitat types and working with the CPCV Team to incorporate public use/access concepts.

#### **CVCAMP Work Plan Approach**

The Vendor should review the preliminary scope for Phases 3 to 8 of CVCAMP (Appendix B) and the workflow diagram (Page 20) and provide the following:

- Description of how the Vendor would staff each phase of CVCAMP, identifying the key personnel that would be assigned to the deliverables associated with each phase.
- A preliminary schedule and budget that demonstrates how the Vendor would efficiently and effectively complete the scope of CVCAMP Phase 3 as outlined in Appendix B. This will be used as a starting point for crafting the first task order with the team hired via this RFP.

#### **Proposed Rate Schedule**

The Vendor shall include a summary of approach for keeping costs efficient and hourly billing rates for all proposed work and any potential team members, including subconsultants, who may be called upon to work on tasks related to this RFP as well as other costs that may be required to perform said work. A summary of potential direct expenses and non-labor related charges should also be included.

#### **Client References**

The Vendor shall provide a list of at least three (3) clients (include names of contact persons, telephone numbers, brief description of the work performed) for whom services similar to those required by this RFP have been performed.

#### **Statement of Agreement with Terms of Contract/Registration**

The Vendor must provide a statement that indicates agreement to the terms of the contract (Attachment 1), including an agreement to meet the insurance requirements. State of California Division of Industrial Relations (DIR) registration is required to work on public works projects. Members of the Vendor's team may be required to register with the DIR before work on certain deliverables.

## Selection Criteria

Proposals will be evaluated by Authority Staff and recommended to the Authority's Board of Directors for approval. Proposals will be evaluated for completeness of response and quality of response; the extent to which the Vendor's proposal fulfills the Authority's stated requirements as set out in the RFP; proposed fees and rates; relevant experience, and previous client satisfaction. Staff may conduct in-person interviews as part of the selection process. The Board of Directors will award the contract to the most responsible and qualified bidder, which is defined as the bidder that the Board of Directors deems best fits the needs of the service contract or meets the following criteria:

- A. Experience of the Vendor including past performance of firm on contracts of similar size and scope.
- B. Experience and qualifications of personnel employed by the Vendor.
- C. Demonstrated understanding of the scope of the service.
- D. Best overall financial return to the Board of Directors on the contract.
- E. A responsible Vendor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, and experience to satisfactorily perform the work required.

The Authority may reject all nonconforming, non-responsive, or conditional proposals, and may waive any minor informalities or irregularities in any proposal and at the Authority's sole discretion. The Authority's Board of Directors may reject all proposals.

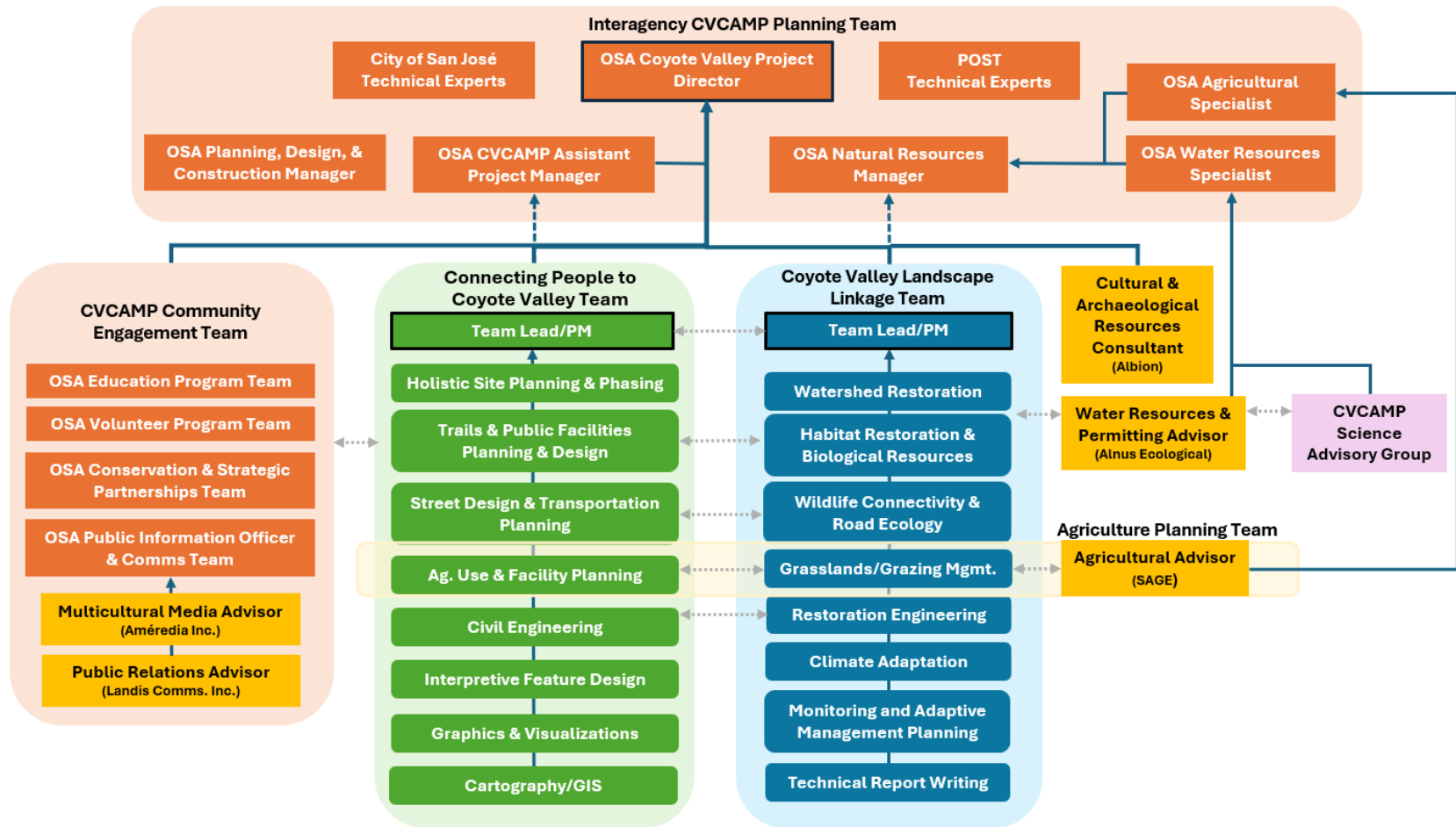
## Attachments

- 1: Contract Template/Terms of Contract



Figure 2: CVCAMP Team Structure

This figure illustrates the proposed team structure for CVCAMP. Dark solid lines indicate formal reporting relationships for the project. Dashed dark lines indicate less formal reporting relationships. Gray dotted lines indicate key areas of cross-team collaboration. For a description of each team, please see Appendix A.



## Appendix A: CVCAMP Team Organization & Structure

The Coyote Valley Landscape Linkage Team is one branch of a larger team planning CVCAMP. Figure 2 on Page 16 illustrates the larger CVCAMP Team structure, composed of both core partner agency staff, consultants, and technical advisors. A summary of the roles of various branches of the team are described in the following section. The Authority will facilitate close coordination between the teams, with time and budget for cross-team integration built into each task order and phase of work.

### Interagency CVCAMP Planning Team

The Interagency CVCAMP Planning Team is composed of staff from the Authority and the core partner agencies working together on CVCAMP: POST, City of San José. Coordination of the Interagency CVCAMP Planning Team and project management of CVCAMP is led by the Authority's Coyote Valley Project Director with support from its Assistant Coyote Valley Project Manager. The team hired through this RFP will be managed directly by the Authority's Coyote Valley Project Director with support from the Authority's Assistant Coyote Valley Project Manager.

In addition to technical expertise embedded in the Interagency CVCAMP Planning Team, the Authority works with technical advisors who provide on-going guidance and technical support to CVCAMP:

- **Alnus Ecological:** Serves as the Authority's Senior Watershed Restoration Technical Advisor and advises Authority Staff on State and Federal environmental permits, permit streamlining and aquatic habitat restoration.
- **Sustainable Agriculture Education (SAGE):** Serves as the Coyote Valley Agriculture Advisor and will support the CVCAMP team's work to plan future agricultural uses on CVCAMP properties.
- **Albion Environmental:** Serves as the Authority's on-call cultural resources consultant and will support CVCAMP as-needed.
- **Coyote Valley Conservation Areas Master Plan Science Advisory Group:** A group of scientific experts in landscape restoration and natural resources established by the Authority in 2023 to share independent advice with the CVCAMP Team.

### Community Engagement & Communications Team

Authority Staff are leading the implementation of a robust Community Engagement Plan for CVCAMP aimed at engaging diverse groups throughout all phases of the master planning process. The Authority's communications, educational, and volunteer program teams work closely with the CVCAMP Team to plan and implement a wide range of engagement events throughout the year. The Authority's Tribal Liaison coordinates engagement and partnerships with local Tribes whose ancestral lands include Coyote Valley.

Although the Authority is well-resourced with internal engagement and communications staff and existing consultant support, the team hired via this RFP may be asked to support the following engagement and communications-related tasks:

- Support the CPCV Team in creation of compelling graphics, documents, web content and print collateral that help the public understand CVCAMP and are aligned with the Authority's branding and communications guides.
- Support staffing and facilitation of engagement activities and events that invite diverse communities to participate in the planning process and/or experience Coyote Valley.

- Collect data on public ideas and preferences, analyze this data, and translate it into meaningful input that shapes CVCAMP.
- Help the Authority measure the effectiveness of community engagement strategies and recommend adjustments, as needed.

### Coyote Valley Landscape Linkage Team

This team will be focused on the technical studies, modeling, engineering, planning, and design of large-scale terrestrial and aquatic habitat restoration in Coyote Valley, including conditions to support a wildlife linkage in the project area. This team will be primarily responsible for the following elements of CVCAMP:

- Watershed Restoration
- Habitat Restoration
- Biological Resources
- Wildlife Connectivity & Road Ecology
- Restoration Engineering
- Climate Adaptation
- Monitoring & Adaptive Management
- Grasslands & Grazing Management Planning
- Technical Report Writing for CEQA

### Connecting People to Coyote Valley Team

Building upon and coordinating with the work of the CVLL Team, this team will be focused on carefully weaving public use and access into Coyote Valley's conserved lands. This team will be responsible for integrating work across CVCAMP's various teams into a holistic preferred site and a compelling facing master plan document. This team will also develop guidelines, concepts and plans for streetscapes and public road right-of-way projects in Coyote Valley. This team will be primarily responsible for the following elements of CVCAMP:

- Holistic Site Planning & Phasing
- Trails & Public Facilities Planning and Design
- Street Design and Transportation Planning
- Civil Engineering
- Interpretative Design
- Graphics & Visualizations
- Cartography & GIS
- Master Plan Document Preparation

### Agricultural Planning Team

Under the guidance of the Authority's Agricultural Advisor (Sibella Krause, SAGE), CVCAMP's Agricultural Planning Team will be responsible for determining what agricultural uses are most appropriate on the CVCAMP properties and what facilities and improvements are needed to support those uses. It is expected that the CPCV Team will lend its planning and landscape architecture expertise to the Agricultural Planning Team, and the CVLL Team will offer expertise related to wildlife-friendly agricultural practices (e.g. adaptive grazing). This team will be primarily responsible for the following elements of CVCAMP:

- Agricultural Uses and Facility Planning
- Grazing Design and Coordination with CVLL Team

## Appendix B: CVCAMP Phase 3-8 Preliminary Scope

As stated on page one, work on CVCAMP will be authorized by the Authority via a series of task orders. A detailed scope and fee will be established for the first task order after the RFP team is under contract. The suggested phases, scope, and deliverables in this appendix are provided primarily as a guide to give Vendors a better understanding of the breadth and depth of work the Authority and its partners would like the consultant team to execute.

The Coyote Valley Conservation Areas Master Plan (CVCAMP) is currently divided into eight project phases as shown in the table below:

Phase	Status/Timeline*
Phase 1: Project Start Up	Complete
Phase 2: Site Inventory & Assessment	Complete
Phase 3: Restoration Scenarios & Program Lists	In-Progress, complete in 2025
Phase 4: Conceptual Alternatives	Complete in 2025
Phase 5: Preliminary Permitting & Phasing Strategy	Complete in 2026
Phase 6: Preferred Conceptual Plan	Complete in 2026
Phase 7: Draft Master Plan Document	Complete in 2027
Phase 8: Environmental Review & Plan Finalization	Complete in 2027
<i>*This timeline will be further refined by the Authority in consultation with the CPCV and CVLL teams.</i>	

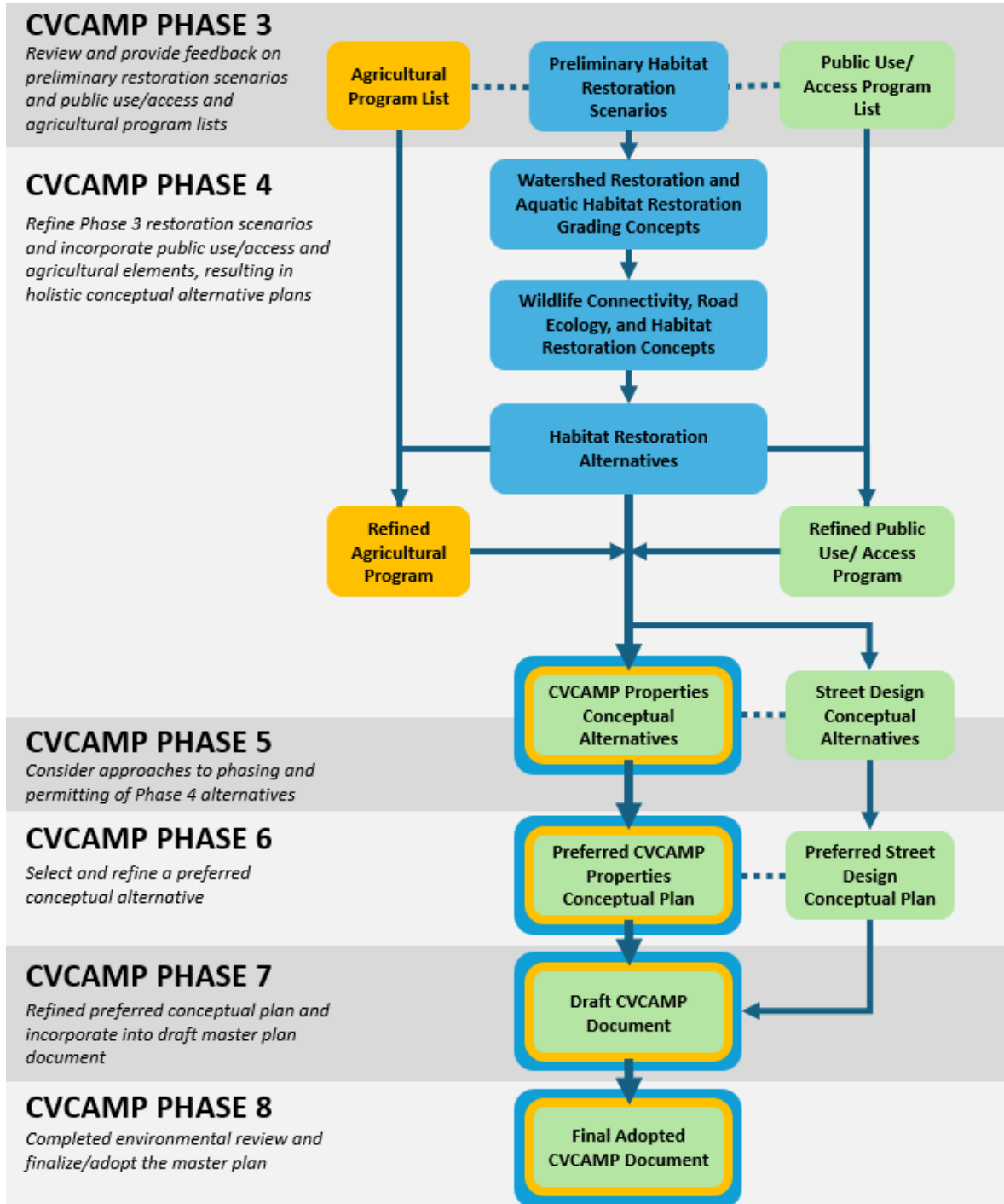
As noted above, the first two phases of CVCAMP are complete and Phase 3 is in-progress. The focus of the team hired via this RFP will be completion of the remaining phases (3-8), as described in this appendix.

Although listed in sequential order, it is assumed that some phases may occur simultaneously. Anticipated key tasks and deliverables are also outlined for each phase. While these tasks are enumerated with some level of detail, please again note that this scope is preliminary and will be refined in partnership with the CVLL and CPCV teams. **As explained in the Response Format and Required Information Section of the RFP, the Authority requests Vendors submit a preliminary scope, schedule and budget only for Phase 3.** Vendors should use what is outlined below for Phase 3 tasks and deliverables as a guide but are welcome to suggest changes.

Community engagement is an on-going aspect of CVCAMP and consultants may be asked to help facilitate engagement and share the project's progress with the community, project partners/stakeholders, working groups, and elected bodies at key milestones. Phases with more intensive periods of community engagement are noted in this scope.

The diagram below illustrates the expected workflow of CVCAMP Phases 3 through 8:

- Blue boxes represent key deliverables led by the CVLL Team
- Green boxes represent deliverables led by the CPCV Team
- Yellow boxes represent deliverables led by the project’s Agricultural Planning Team
- Tri-colored boxes represent deliverables led by the CPCV Team but closely coordinated with the other two teams



## PHASE 3: RESTORATION SCENARIOS & PROGRAM LISTS

Phase 3 is focused on creating preliminary habitat restoration scenarios for the CVCAMP properties and program element lists for public use and agriculture that are informed by site assessments and opportunities and constraints analysis conducted to-date. These deliverables will set the parameters for more detailed planning and analysis in future phases.

### 3.1 Background Review & Onboarding

The CVLL and CPCV teams will review relevant materials related to their respective areas of expertise and participate in onboarding meetings and site visits to become familiar with the project and opportunities and constraints associated with the project area. Under this task, the CVLL Team will:

- Review existing relevant information related to habitat restoration and landscape linkage design.
- Review existing information related to secondary conservation values, such as recreation, public education/access, transportation, and agriculture.
- Convene meetings with the CPCV Team to share knowledge and key takeaways.
- Participate in a full day site tour with the Authority's Project Team to discuss questions that arose from document review (key staff only).
- Participate in a two-hour discussion between the consultant team and Authority Project Team to ensure the consultant team has understood the most salient information from prior reports (key staff only).
- Convene as-needed additional technical area expertise meetings to ensure technical leads are ready to begin work on future phases.

#### **CVLL Team Deliverables:**

- No CVLL Team deliverables are expected under this task.

### 3.2 Opportunities and Constraints Analysis Finalization

Authority Staff have created a draft Opportunities and Constraints Analysis document that summarizes technical considerations and parcel-specific opportunities and constraints within the project area. The Authority Project Team also developed a high-level Opportunities and Constraints map that highlights some of the broader considerations for the plan area (available [here](#)). However, there are likely many other important opportunities and constraints that will benefit from further study and consideration by the consultant team. For example, the hydrologic and hydraulic model developed in CVCAMP Phase 2 has not yet been used to create preliminary visions for restoration that might suggest what is and is not possible from a restoration standpoint. To assist the Authority in finalization of the Opportunities and Constraints Analysis, the Authority anticipates asking the CVLL Team to conduct the following tasks:

- Identify any additional technical analysis that may be needed to characterize opportunities and constraints to take forward into a conceptual alternative development. If needed, create a short technical analysis gaps summary memorandum to guide additional assessments and task orders.
- Review and suggest revisions to the Authority's Opportunities and Constraints Analysis document that incorporate any additional outputs or findings from technical assessments.
- Interface with the CPCV Team on key opportunities and constraints and any new findings from technical work that would guide appropriate visioning and siting of elements related to secondary conservation values.
- Work with the CPCV Team and Authority to update the project's overall schedule through CVCAMP Phase 8 (environmental review and master plan finalization).
- Interface with the Authority's Agricultural Advisor and participate in CVCAMP's Agricultural Planning Team by joining a meeting focused on the compatibility of certain agricultural practices and uses within and adjacent to wildlife linkage areas, such as conservation grazing, prescribed fire, hedgerow

buffers, etc. This meeting would be intended to frame the constraints and needs of wildlife and watershed restoration to inform early visioning for agriculture.

**CVLL Team Deliverables:**

- Comments and revisions on the Authority’s draft Opportunities and Constrains Analysis document
- Draft water model outputs (either GIS data or maps) with preliminary watershed restoration concepts sufficient for further analysis
- If needed, memorandum summarizing additional technical analysis needed to complete Opportunities & Constraints Analysis document

**3.3 Preliminary Habitat Restoration Scenario Refinement**

This task is focused on consultant team review and refinement of preliminary habitat restoration scenarios already created by the Authority and its partners. These scenarios are envisioned as series of diagrammatic maps that classify the CVCAMP properties by land cover and/or habitat type. The primary goal of this task is a quick and high-level vetting of habitat restoration concepts contemplated to-date and uncovering any habitat restoration concepts worthy of future study in Phase 4. Work on this task will be conducted by the CVLL Team. The CPCV Team will be asked to review and familiarize themselves with the preliminary habitat restoration scenarios. These scenarios will integrate multiple CVCAMP goals like wildlife connectivity, watershed restoration, and other values.

**CVLL Team Deliverables:**

- Diagrams/maps that depict refinements to preliminary habitat restoration scenario maps and/or explore new habitat restoration concepts

**3.4 Public Use/Access & Agricultural Program Refinement**

This task is focused on consultant team review and refinement of preliminary list of potential projects and program elements contemplated for public use/access and agricultural uses on CVCAMP properties. The CPCV Team will be primarily responsible for this task, but the CVLL Team will be asked to review and provide any input for consideration in Phase 4. The aim of these comments is to ensure primary conversation values are being upheld in this early phase while providing opportunities for the secondary conservation values.

**CVLL Team Deliverables:**

- Comments on list of public use/access and agricultural program elements

**3.5 Phases 4-8 Scope Refinement**

Under this task, the CVLL and CPCV Teams will develop a schedule and budget for phases 4-8 outlined in this appendix based on staff refinement of the scope of work. This scope, schedule, and budget is anticipated to serve as the basis for the second task order authorized via the master contract.

**CVLL Team Deliverables:**

- Updated project schedule (developed jointly with CPCV Team)
- Project budget for CVLL work on Phases 4 through 8 of CVCAMP

## PHASE 4: CONCEPTUAL ALTERNATIVES

Phase 4 is envisioned as an iterative planning process that leads to holistic conceptual alternatives for the CVCAMP properties. To ensure CVCAMP's primary conservation values are centered at the core of planning work, the CVLL Team will lead early Phase 4 tasks focused on refining the habitat restoration scenarios. These refined habitat restoration scenarios will serve as the basemap upon which the CPCV Team will overlay public use/access and agriculture program elements. The result will be holistic conceptual alternative site plans created by the CPVC Team and informed by CVLL Team technical and scientific expertise. This phase will culminate in an extensive round of community engagement focused on sharing and gathering public input on these conceptual alternatives.

### 4.1 Watershed Restoration Concepts

Under this task, the CVLL Team will conduct the analysis and modeling needed to create watershed restoration and grading concepts for the CVCAMP properties. Creation of watershed restoration concepts is presumed to precede all other tasks in Phase 4 as it may define the extent of certain habitat types.

#### **CVLL Team Deliverables:**

- Watershed and aquatic habitat restoration design for Fisher Creek, Laguna Seca, and associated floodplains, ponds, and wetlands
- Grading and revegetation concepts

### 4.2 Terrestrial Habitat Restoration Concepts

Under this task, the CVLL Team will build upon the watershed restoration and grading concepts created under task 4.1 and explore terrestrial habitat restoration concepts that benefits focal species and habitat connectivity across the region. This will include considering the potential location and extent of key terrestrial habitat types like grassland and oak savanna and the management practices necessary to achieve restoration goals.

#### **CVLL Team Deliverables:**

- Terrestrial habitat restoration concept diagrams
- Wildlife connectivity improvements concept maps/diagrams (concepts including crossing structures, approach habitat recommendations, fencing, and other permeability enhancements. (Note that detailed design and engineering of road infrastructure will be handled by others.)

### 4.3 Habitat Restoration Alternatives

Under this task, the CVLL Team will advance the habitat restoration scenarios created during Phase 3 into refined habitat restorations alternatives that reflect the concepts studied via Tasks 4.1 and 4.2. These habitat restoration alternatives will then be used as base maps for incorporating other CVCAMP elements, namely, public use/access, agricultural uses, and transportation improvements during subsequent tasks. Key members of the CPCV Team will participate in restoration-alternative focused charrettes or meetings to ensure seamless integration with future phases of work. However, the intention of this phase is to thoughtfully consider and conceptualize restoration alternatives for the project area prior to overlaying other elements, such as agriculture, trails, and other forms of public access. This task will also help define what success looks like through early monitoring and adaptive management planning. To create the habitat restoration alternatives, the CVLL Team is expected to complete the following sub-tasks:

- Weigh watershed restoration tradeoffs with wildlife connectivity (such as flooded habitats or flooded culverts)
- Facilitate coordination and integration between engineering specialists on the different consulting teams to maximize multiple benefits



- Analyze the benefits of various restoration actions across various metrics including: benefits to focal species, contribution to the landscape linkage, ecosystem function benefits (flooding, carbon, etc.), and more
- Incorporate water resources modeling, habitat suitability assessments, wildlife crossing concepts, and order of magnitude cost estimates.

**CVLL Team Deliverables:**

- Habitat restoration alternatives (maps/diagrams and summary memo)
- Draft monitoring and adaptive management program

#### 4.4 Conceptual Alternatives for CVCAMP Properties

This task will be led by the CPCV Team and is focused on creating holistic, public-facing concept alternatives for the CVCAMP properties using the CVLL’s technical restoration work. The CVLL Team’s primary role is to help shape and provide technical expertise on the following deliverables created by the CPCV Team:

- Concept alternatives plans and visualizations for CVCAMP properties
- Alternative evaluation framework, to be applied to concept alternatives
- Order-of-magnitude cost estimates for concept alternatives

**CVLL Team Deliverables:**

- Order-of-magnitude cost estimates for habitat restoration associated with concept alternatives
- Review and comments on the alternative evaluation framework created by CPCV Team

#### 4.5 Conceptual Alternatives for Project-Area Streets

Under this task, the CPCV Team will lead the creation of concept alternatives for improvements to streets adjacent to and/or bisecting the CVCAMP properties, namely Santa Teresa Boulevard and Bailey Avenue. This will include studying potential road diets that free space for improved pedestrian, bicycle, and bus infrastructure and enhance road safety for both people and wildlife. The CVLL Team will determine the desirability of under crossings, over crossing or other wildlife improvements to the roads, while the CPCV Team will incorporate those wildlife improvements into holistic street designs. This work will need to be closely integrated with trail planning under Task 4.4 to study routing trails adjacent to or within public street rights of way instead of on the CVCAMP properties. Conceptual street design work will be closely coordinated with the San José Department of Transportation and other agencies which likely include the Valley Transportation Authority and Santa Clara County Department of Roads and Airports. As with Task 4.4, the CVLL Team’s primary role is to help shape and provide technical expertise on deliverables created by the CPCV Team, including integration of road ecology and wildlife movement considerations into street design concepts.

**CVLL Team Deliverables:**

- Concepts for wildlife crossing infrastructure on project-area streets
- Comments on street design conceptual alternatives

#### 4.6 Conceptual Alternatives Community Engagement

Phase 4 will culminate in a period of intensive community engagement focused on sharing the conceptual alternatives for the CVCAMP properties and streets with stakeholders and the public. The CVLL Team may be asked to support engagement efforts by attending community engagement events and by reviewing and/or providing content for community engagement materials.

##### **CVLL Team Deliverables:**

- As-needed content for community engagement materials

### PHASE 5: PRELIMINARY PERMITTING & PHASING STRATEGY

Phase 5 is envisioned as an early assessment of phasing, permitting, and approaches to environmental review for the concept alternatives created during Phase 4. The CVCAMP Team will create preliminary phasing plans and compare the pros and cons of the conceptual alternatives from a phasing, permitting, and implementation perspective.

#### 5.1 Permitting Strategy

Authority Staff will work with technical advisors to create a matrix of permits necessary to implement potential projects. The CVLL and CPCV Teams will be asked to review and provide feedback on this matrix.

##### **CVLL Team Deliverables**

- Comments on permitting strategy memo

#### 5.2 Concept Alternatives Phasing Analysis

Under this task, the CVLL Team will work closely with the CPCV Team to create preliminary phasing plans for the Phase 4 concept alternatives. The CPCV Team is expected to be the primary author of these phasing plans, with technical expertise and review provided by the CVLL Team. One of the primary goals of this task is identifying elements of each alternative that should be prioritized for implementation upon adoption of CVCAMP (hereafter referred to as “early implementation projects”). Identifying these projects early on will allow the Authority to consider different funding pathways for these potential capital projects. This task will result in a brief memo that analyzes potential phasing of the concept alternatives created during Phase 4.

##### **CVLL Team Deliverables:**

- Comments on concept alternatives phasing analysis memo

### PHASE 6: PREFERRED CONCEPTUAL PLAN

Phase 6 will focus on selection and refinement of a preferred conceptual plan for the restoration and use of the CVCAMP properties. Preferred designs for the redesign of adjacent streets will also be selected and integrated into the preferred plan for the CVCAMP properties. Preliminary phasing concepts will be refined, and a suite of early implementation projects will be selected and advanced into 30% design. This phase will culminate in an extensive round of community engagement focused on sharing and gathering public input on the preferred conceptual plan.

#### Task 6.1 Preferred CVCAMP Conceptual Plan

Under this task, the CVLL Team will work closely with the CPCV Team to create the preferred conceptual plan for CVCAMP properties and adjacent and/or bisecting roadways. The CPCV Team will be primarily responsible for creating holistic conceptual plan graphics that incorporate technical advisor, stakeholder,

and community input received in Phase 4 and which reflect the phasing strategies conceived in Phase 5. The CVLL Team is expected to offer technical advice and assistance during this process.

**CVLL Team Deliverables:**

- Review and comments on draft preferred conceptual plan
- Order-of-magnitude cost estimates for habitat restoration associated with preferred conceptual plan
- Comments on phasing strategy for preferred conceptual plan

**Task 6.2 Early Implementation Projects 30% Design**

The CVLL team will be responsible for creating 30% conceptual plans for any habitat restoration-related early implementation projects associated with the preferred conceptual plan. The 30% design plans are likely to include vegetation removal and site preparation, rough and fine scale grading, erosional control, plant restoration and irrigation systems, invasive species control, and monitoring and adaptive management programs. Plans are likely to cover the length of Fisher Creek by reach, historic and current Laguna Seca (including the dam), surrounding floodplains, all terrestrial habitat that could be improved for wildlife connectivity, wildlife crossing structures conceived by the CVLL Team and designed by the road engineering group from the CPCV Team, and fencing diagrams that support conservation grazing and agricultural actions created in dialogue with the agricultural team. Areas that combine construction of both public access amenities and restoration will require discussion and close coordination with the CPCV Team, if/when the project gets there.

**CVLL Team Deliverables:**

- Early implementation project(s) draft 30% conceptual design
- Cost estimates

**Task 6.3 Draft Preferred Conceptual Plan Community Engagement**

Phase 6 will culminate in a period of intensive community engagement focused on sharing the draft preferred conceptual plan and early implementation project conceptual designs with the public. The CVLL Team may be asked to support engagement efforts by attending community engagement events and by reviewing and/or providing content for community engagement materials.

**CVLL Team Deliverables:**

- As-needed content for community engagement materials

**PHASE 7: DRAFT MASTER PLAN DOCUMENT**

Phase 7 will focus on creation of the CVCAMP master plan document.

**Task 7.1 Draft Master Plan Document**

The CVLL Team will support the CPCV Team in creating the draft master plan document. The master plan is expected to be a graphic-rich public-facing document that summarizes the work conducted in previous phases, seamlessly integrates content from all the teams working on CVCAMP and articulates a clear vision for realizing the potential of the CVCAMP properties.

**CVLL Team Deliverables:**

- Written content and graphics for incorporation into the draft master plan document

**PHASE 8: ENVIRONMENTAL REVIEW & PLAN FINALIZATION**

Phase 8 will be focused on environmental review and finalizing the master plan. Environmental review will be handled by consultants hired via a separate contract. The primary role of both the CVLL and CPCV Teams will be finalizing the master plan document and assisting the Authority in responding and incorporating any feasible mitigations relating to proposed conceptual plans or recommending alternatives to the proposed master plan depending on the conclusions and outcome of environmental review. Phase 8 will also include as-needed assistance with preparation for adoption hearings at governing bodies that have jurisdiction over Coyote Valley.

#### **Task 8.1 Technical Appendices for CEQA**

CVLL Team work during Phase 8 may include preparing technical subsections of environmental review such as Biological Resources, Hydrology/Water Quality, and Geology/Soils.

##### **CVLL Team Deliverables:**

- Biological, Geology/Soils, and Hydrology technical appendices for environmental review

#### **Task 8.1 Final Master Plan Document**

The CPCV Team will be primarily responsible for finalizing the master plan document. As such, the CVLL Team is only expected to provide as-needed support for any revisions or changes needed to finalize the document. Key members of both teams may be asked to support Authority Staff at plan release related engagement and plan adoption-related presentations and hearings.

##### **CVLL Team Deliverables:**

- As-needed content and graphic revisions needed to finalize master plan document and associated graphics, including:
  - Finalized phasing/implementation plan
  - Finalized preferred conceptual design
- Finalized 30% design for early implementation projects

### **EARLY IMPLEMENTATION PROJECT(S)**

After CVCAMP is adopted, it is anticipated the CVLL and CPCV Teams will continue working with the Authority on early implementation projects identified in CVCAMP's phasing plan. New task orders will be issued under the master contract for each individual implementation project. The CVLL Team will be primarily responsible for advancing any early implementation projects related to restoration through the design development process and assisting with construction administration and management, as needed.

##### **CVLL Team Deliverables:**

- As-needed surveys and studies required to prepare permit and construction documents
- Design development and construction documents for early implementation project(s)
- Permit submittal documentation preparation, permitting support (comment responses/drawing revisions)
- Construction administration and management support

## CONTRACT FOR SERVICES

THIS AGREEMENT is entered into between the Santa Clara Valley Open Space Authority (hereinafter “Authority”) and [INSERT NAME] (hereinafter “Contractor”) and sets forth the terms of this Agreement. Authority and Contractor are collectively referred to as the “Parties.” This Agreement is effective upon full execution of this Agreement by the Parties. In consideration of the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the State of California, the parties agree as follows:

### 1. Scope of the Agreement

During the term of this Agreement, Contractor shall provide the [(OPTION 1) services set forth in the Scope of Work, attached hereto as Exhibit A and hereby incorporated by reference. However, if any provision or term of Exhibit A conflicts with any provision or term of this Agreement, the provisions and terms of this Agreement shall prevail and supersede any inconsistent provisions or terms in Exhibit A. (OR OPTION 2) following services: .]

### 2. Documents, Materials and Records Property of Authority

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 (collectively “work product”), shall be delivered to and become the property of Authority without restriction or limitation on their use. 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, or prepared or obtained in the performance of this Agreement, shall be made available, upon request, to Authority at no additional charge and without restriction or limitation on their use. Upon Authority’s request, Contractor shall execute appropriate documents to assign to the Authority the copyright or trademark to work product created pursuant to this Agreement. Contractor shall return all Authority’s property in Contractor’s control or possession immediately upon termination.

### 3. Payment

a. Payment for Services. [(OPTION 1) Authority shall pay for services and reimbursable expenses in a total amount of \$ \_\_\_\_\_ upon completion of the services to the satisfaction of Authority and delivery of the work product. (OR OPTION 2) Authority shall pay for services performed in accordance with this Agreement according to the fee schedule and any reimbursable expenses contained in Exhibit B. Contractor shall invoice Authority monthly. (OR OPTION 3) Authority shall pay for services performed in accordance with this Agreement at an hourly rate of \$ \_\_\_\_\_, and reimbursable expenses in the amount of \$ \_\_\_\_\_. Contractor shall invoice Authority monthly.]

b. [(OPTIONAL PROVISION IN LIEU OF REIMBURSIBLE EXPENSES ABOVE) Reimbursement of Expenses. All expenses incurred as part of this Agreement will be reimbursed at actual cost.]

c. [THIS IS AN OPTIONAL NOT TO EXCEED PROVISION TO ADD TO OPTIONS 2 AND 3 SET FORTH ON SUBSECTION a.] Maximum Payment. Contractor agrees that fees and any reimbursable expenses to complete the services promised under this Agreement shall not exceed a maximum of \$\_\_\_\_\_.

d. Audit of Records. Contractor shall maintain complete and accurate records of all payrolls, expenditures, disbursements, and other cost items charged to Authority or establishing the basis for an invoice, for a minimum of four (4) years from the date of final payment to Contractor. All such records shall be clearly identifiable. Contractor shall allow an Authority representative to inspect, examine, copy, and audit such records during regular business hours upon 24 hours' notice.

4. Time for Performance

Contractor's work shall be scheduled and performed to meet agreed-upon deadlines. The term of this Agreement shall end [(OPTION 1:) on or before [INSERT END DATE], unless abandoned as provided in section 5 below. The time for performance may not be extended without Authority's express written approval. (OR OPTION 2:) when the services described herein are completed, unless abandoned as provided in section 5 below.]

5. Standard of Performance

Services shall be performed by Contractor in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised under similar conditions by members of Contractor's profession currently practicing in California.

6. Abandonment of Project

Authority shall have the right to abandon or indefinitely postpone ("abandonment") the project that is the subject matter of this Agreement and the services hereunder, or any portion thereof, at any time. In such event, Authority shall give written notice of such abandonment. In the event of abandonment prior to completion of the project, Contractor shall cease work immediately. All charges incurred up to the time of notice of abandonment, together with any other charges outstanding at the time of termination, shall be payable by Authority within 30 days following submission of a final statement by Contractor and shall be considered as full payment due hereunder. However, Authority may condition payment of such compensation upon Contractor's delivery to Authority of any or all work product generated by Contractor pursuant to this Agreement.

7. Contractor as Independent Contractor

At all times during the term of this Agreement, it is expressly agreed that in the performance of the services necessary to carry out this Agreement, Contractor shall be an independent contractor and shall not be an employee of Authority. It is agreed that Authority is interested only in the results obtained and that Contractor shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. Authority shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement; however, Authority shall not have the right to control the

means by which Contractor accomplishes the results required under this Agreement. Contractor has and shall retain the right to exercise full control and supervision of the services, and full control over the employment, direction, compensation, and discharge of all persons assisting Contractor in the performance of Contractor's services hereunder. Contractor shall be solely responsible for all matters relating to the payment of Contractor's employees, including compliance with social security, withholding, and all other regulations governing such matters, and shall be solely responsible for Contractor's own acts and those of Contractor's subordinates, subcontractors, agents, and employees. Contractor is responsible for all insurance and all taxes, charges, fees, benefits, or contributions required to be paid or withheld on behalf of Contractor, including, but not limited to, compliance with social security, withholding, and all other regulations governing such matters. Contractor is not entitled to any employee benefits. Contractor shall exonerate, indemnify, defend, and hold harmless Authority (which shall include, without limitation, its officers, agents, employees and volunteers) from and against any and all federal, state, and local taxes, charges, fees, or contributions required to be paid with respect to Contractor and Contractor's officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

8. Non-Discrimination

During and in relation to the performance of this Agreement, Contractor agrees as follows. Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex (including pregnancy, childbirth, breastfeeding or related medical conditions), gender, gender identity, gender expression, sexual orientation, age (over 40), military and veteran status of any person, or any other non-merit factor unrelated to job duties and protected by law. Contractor shall not discriminate on the basis of the above characteristics against any employee or applicant for employment who has, perceives he or she has, or is associated with a person who has, or is perceived to have any of the above characteristics. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex (including pregnancy, childbirth, breastfeeding or related medical conditions), gender, gender identity, gender expression, sexual orientation, age (over 40), military and veteran status of any person, or any other non-merit factor unrelated to job duties and protected by law. Such action shall include, but not be limited to, the following: employment, terms, conditions or privileges of employment, promotion, demotion or transfer, recruitment advertising, layoffs or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Furthermore, Contractor shall include this requirement in any and all sub-contracts it enters into in any way related to this Agreement. Nothing in this section shall prohibit Contractor from applying a bona fide occupational qualification, or any other exception established by the California Fair Employment and Housing Act under Government Code § 12940.

9. Indemnification

- a. Contractor agrees to indemnify, hold harmless, defend and protect Authority, its directors, officers, officials, employees, agents and invitees, from and against any and all claims, losses,

damages, demands, liabilities, suits, costs, expenses (including attorneys' fees), penalties, judgments, or obligations whatsoever arising out of, pertaining or relating to the negligence, omission, recklessness or willful misconduct of Contractor, its employees, subcontractors, or agents, or on account of the performance or character of the Services or in any way related to activity conducted by Contractor, except for any such claim resulted from the sole negligence or the intentional and willful misconduct of Authority, its officers, directors, agents or employees. The provisions of this section shall survive the termination or expiration of this Agreement. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in section 2778 of the California Civil Code. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve Contractor 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.

- b. The provisions of this section shall survive the termination or expiration of this Agreement.

#### 10. Insurance

- a. Contractor shall procure and keep in force during the term of this Agreement, at Contractor's own cost and expense, the following policies of insurance with California-admitted insurance companies licensed to do business in the State of California, which are rated at least "A" or better by A.M. Best Company and which are acceptable to Authority:
  - i) If Contractor has and will have employees during the term of this Agreement, Workers' Compensation Insurance as required by law with limits of \$1,000,000;
  - ii) Comprehensive or Commercial General Liability Insurance, which shall be occurrence coverage, in the minimum amount of \$1,000,000 per occurrence, \$2,000,000 aggregate, combined single limit, including coverage for (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability;
  - iii) Business Automobile Liability Insurance for each of Contractor's vehicles used in the performance of this Contract, including owned, non-owned (e.g., owned by Contractor's employees), leased, or hired vehicles, in the minimum amount of \$1,000,000 per occurrence for bodily injury and property damage; and
  - iv) Professional Liability Insurance (or Errors and Omissions Insurance) in the minimum amount of \$1,000,000. The policy must contain a cross liability or severability of interest clause. If the policy is on a claims-made basis, coverage must extend to a minimum of three (3) years beyond completion of the services provided pursuant to this Agreement. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "retroactive date" prior to this Agreement's effective date, Contractor shall purchase "extended reporting" coverage for a



minimum of three (3) years after completion of the services provided pursuant to this Agreement.

**Proof of all insurance policies is attached to this Agreement as Exhibits XX-XX.**

Contractor shall provide to Authority proof of renewal of each insurance policy at least thirty (30) days prior to the expiration of the insurance policy as long as this Agreement remains in effect.

**Contractor certifies that Contractor is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code. Contractor shall comply with the provisions of Section 3700 of the Labor Code before commencing the performance of the work under this Agreement.**

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

In the case of the breach of any provision of this section, Authority may, at Authority's option: (1) take out and maintain, at the expense of Contractor, such types of insurance in the name of Contractor as Authority may deem; (2) order Contractor to stop work under the Agreement until Contractor complies with the insurance requirements required by this Agreement; or (3) terminate this Agreement.

- b. Other Insurance Provisions. The policies shall include or be endorsed to include, but not limited to, the following provisions:
- i) Authority, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor, premises owned, occupied, or used by Contractor, or automobiles owned, leased, hired, or borrowed by Contractor. The coverage shall contain no special limitations on the scope of the protection afforded to Authority, its officers, officials, employees or volunteers, and no endorsement shall be attached limiting the coverage. Contractor shall furnish Authority with certificates of insurance and with original endorsements effecting coverage required by this clause.
  - ii) Contractor's insurance coverage shall be primary insurance as respects Authority, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Authority, its officers, officials, employees, or volunteers shall be in excess of Contractor's insurance and shall not contribute to it.
  - iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Authority, its officers, officials, employees, or volunteers.

- iv) Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

#### 11. Prevailing Wage and Labor Compliance

Work done under this agreement may be subject to the prevailing wage and other provisions of the California Labor Code requirements (see Labor Code § 1720 et seq.). The Contractor shall pay prevailing wages to all persons employed in the performance of any part of the Project and otherwise comply with all associated requirements and obligations, if required by law to do so.

Contractor shall retain copies of payroll records for four years after the audit year in which wages were paid, or until the expiration of all applicable statute of limitations period(s), whichever is later.

#### 12. Assignment

A substantial inducement to Authority for entering into this Agreement is the professional reputation and competence of Contractor. Contractor shall not assign or otherwise transfer any rights, duties, obligations, or interest in this Agreement or arising hereunder to any persons or entities whatsoever without the prior written consent of Authority and any attempt to assign or transfer without such prior written consent shall be void and shall terminate this Agreement. Consent to any single assignment or transfer shall not constitute consent to any further assignment or transfer.

#### 13. Subcontractor

- a. Contractor will perform the work personally or through Contractor's employees. Contractor may subcontract work only as specified in this Agreement or upon prior approval of Authority. If subcontracting of work is permitted, Contractor shall pay subcontractor within ten (10) days of receipt of payment by Authority for work performed by a subcontractor and billed by Contractor.
- b. Authority is an intended beneficiary of any work performed by the subcontractor for purposes of establishing a duty of care between the subcontractor and Authority.

#### 14. Conflict of Interest

Contractor warrants and covenants that Contractor 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, Contractor shall promptly notify Authority of the existence of such conflict of interest so that Authority may determine whether to terminate this Agreement. Contractor further warrants its compliance with the Political Reform Act (Government Code § 81000 et seq.) respecting this Agreement.

#### 15. Compliance with Laws

In the performance of this Agreement, Contractor 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 Authority and other local agency with jurisdiction. Contractor 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, permit, or

registration of any kind is required by law of Contractor, its employees, agents, or subcontractors to practice Contractor's profession, Contractor represents and warrants that such license has been obtained, is valid and in good standing, and Contractor shall keep it in effect at all times during the term of this Agreement.

16. Changes in Work

No payment for changed or additional work shall be made unless the changed or additional work has first been approved in writing by Authority and the Parties have agreed upon the appropriate adjustment, if any, to the payment schedule and maximum payment amount for the changed or additional work.

17. Accident Reports

Contractor shall immediately report (as soon as feasible, but not more than 24 hours) to Authority any accident or other occurrence causing injury to persons or property during the performance of this Agreement. If required by Authority, the report shall be made in writing and shall include, at a minimum: (a) the names, addresses, and telephone numbers of the persons involved, (b) the names, addresses and telephone numbers of any known witnesses, (c) the date, time and description of the accident or other occurrence.

18. Default

In the event that Contractor defaults in any obligation of Contractor under this Agreement, or Contractor defaults in the performance of any of the terms and conditions of this Agreement, Authority may, at its option, declare this Agreement to be in default and, at any time thereafter, may do any one or more of the following: (1) enforce performance of the Agreement by Contractor; (2) terminate this Agreement; or (3) perform the obligations of Contractor, whereupon Contractor shall reimburse Authority for any amounts paid or expenses incurred by Authority in the performance of such obligations. The above remedies are in addition to any other remedies at law or equity Authority may have. Contractor shall pay or reimburse Authority for all of Authority's costs and expenses, incurred in enforcing its rights hereunder.

19. Notices

If either party shall desire or be required to give notice to the other, such notice shall be given in writing, and shall be: (1) personally delivered; (2) deposited in the United States mail, certified or registered, postage pre-paid, return receipt requested; or (3) sent electronically via email with a copy also deposited in the United States mail, First Class postage. Notice shall be addressed to the recipient as follows:

AUTHORITY: Santa Clara Valley Open Space Authority  
33 Las Colinas Ln.  
San Jose, CA 95119  
Attention: [INSERT]  
Email: [INSERT]

CONTRACTOR: Attention: [INSERT]  
Email: [INSERT]

Either party may change its address by giving notice to the other in the manner provided herein.

Contractor shall mail invoices to Authority at the above referenced address, but shall make invoices to the attention of “Accountant,” or Contractor may email invoices to accountant@openspaceauthority.org.

20. Entire Agreement

This Agreement contains all of the agreements and understandings of the parties pertaining to the subject matter contained herein and supersedes all prior, contemporaneous agreements, representations, and understandings of the parties. This Agreement cannot be amended or modified except by written agreement of all the parties.

21. Waiver

No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

22. Severability

Should any part of this Agreement be declared by a final decision by a court to be unconstitutional, invalid, or beyond the authority of either of the Parties 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.

23. Interpretation

Section headings in this Agreement are used solely for convenience and shall be wholly disregarded in the construction of this Agreement.

24. Governing Law and Venue

This Agreement shall be construed and interpreted in accordance with the laws of the State of California. If any party herein initiates an action to enforce the terms hereof or declare rights hereunder, the parties agree that venue thereof shall be the County of Santa Clara, State of California.

25. Advice of Counsel

Both parties have had a full and complete opportunity to have the Agreement reviewed by legal counsel, and no presumption or rule that ambiguity shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

26. Time of The Essence

Time is hereby expressly declared to be of the essence in this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary and essential part of this Agreement.

The signatories below warrant and represent that they have all legal authority and capacity to enter into this Agreement. **IN WITNESS WHEREOF**, Contractor and Authority hereby execute this Agreement.

**SANTA CLARA VALLEY  
OPEN SPACE AUTHORITY**

\_\_\_\_\_  
Andrea Mackenzie  
General Manager

**Dated:** \_\_\_\_\_

**[INSERT NAME OF CONTRACTOR/BUSINESS]**

\_\_\_\_\_  
**[INSERT NAME]**  
**[INSERT TITLE]**

**Dated:** \_\_\_\_\_