

EXHIBIT F

PROPOSAL CHECKLIST

The following information, forms, and documentation must be included in the proposal. All proposals must be complete, accurate and submitted on time. A proposal submitted with incomplete or missing forms, inaccurate or misstated information, or received after the Submittal Deadline shall be deemed non-responsive and be rejected.

- Table of Contents:** Each proposal must include a table of contents.
- Submittal A – Cover Letter** – Each Respondent must submit a letter of introduction and executive summary of the proposal, as specified in the Request for Project Proposals.
- Submittal B – Application for Lease of State Lands:** Complete and execute the form provided.
- Submittal C – Proposal Fee:** Submit the required non-refundable Proposal Fee in the amount of \$2,500.00. The Proposal Fee may be in the form of a check or money order made payable to the California State Lands Commission. Please call, 916-562-0026, for credit card payments.
- Submittal D – Reimbursement Agreement:** Complete and execute the form provided and submit the required Processing Fee in the amount of \$100,000.00. The Processing Fee may be in the form of a check or money order made payable to the California State Lands Commission. The unsuccessful Respondents' Processing Fee will be refunded in full.
- Submittal E – Response to Evaluation Criteria:** Submit information responsive to the Evaluation Criteria in **Exhibit E**. Information submitted must be in the format provided in **Exhibit E**, identifying each item by letter and number.
- Submittal F – Statement of Ability to Comply with Governmental Requirements:** Complete and execute the form provided.
- Submittal G – Project Financial Pro Forma and Financial Feasibility Analysis**
- Submittal H – Sea Level Rise and Climate Change Adaptation Strategy**
- Submittal I – Short-Term and Long-Term Property Maintenance Plan and Budget**
- Submittal J – Labor Peace Agreement:** Complete and execute the form provided.

SUBMITTAL A

Cover Letter

SUBMITTAL B

Application for Lease of State Lands

APPLICATION FOR LEASE OF STATE LANDS

PART I

GENERAL DATA

SECTION A: IDENTIFICATION OF APPLICANT AND CONTACT INFORMATION

Notice to individual(s) (natural person(s)): This page of the completed application containing personal information will not be subject to public disclosure. See Privacy Notice in Part V of this Application.

1. Applicant:

Name:		
Mailing Address:		
City:	State:	Zip:
Phone:	FAX:	
E-mail Address:		

2. Applicant's authorized agent or representative (if any):

Name:		
Mailing Address:		
City:	State:	Zip:
Phone:	FAX:	
E-mail Address:		

If you are ***an elected or appointed official*** as specified in Government Code section 6254.21, check this box. If you do not check this box, by signing this application you are deemed to have given consent to have your home address (when it is the project location) posted on the Internet.

Title: _____

Agency or Branch of Government: _____

INSTRUCTIONS TO COMMISSION STAFF:

Separate this page (Page 1A) from the rest of the application and place in a Confidential Envelope.

Do not disclose the information on this page unless approved by the Commission's Legal Office to avoid the possible disclosure of "personal information" as defined by the Information Practices Act (Civil Code section 1798.3).

APPLICATION FOR LEASE OF STATE LANDS

PART I

GENERAL DATA

SECTION A: IDENTIFICATION OF APPLICANT

1. Applicant:

Name:

2. Applicant's authorized agent or representative (if any):

Name:

As part of the application, the applicant's authorized agent or representative must submit evidence of the agency agreement.

3. Who should receive correspondence relevant to this application? (Check one)

- Applicant Authorized agent or Representative Both

FOR COMMISSION USE ONLY:

<i>Date Received:</i>	
<i>Work Order No.:</i>	<i>Assigned to:</i>
<i>Type of Document:</i>	
<i>Filing Fee:</i>	<i>Processing Fee:</i>
<i>Other Fees:</i>	

SECTION B: LEGAL STATUS OF APPLICANT

Check one of the following and submit the required information:

- INDIVIDUAL(S): (See Privacy Notice in Part V of Application)
- TRUST(S): Attach a copy of the trust agreement(s) and all amendments, if any. See Privacy Notice in Part V of Application if trustee(s) are individual(s).
- CORPORATION: Attach a Certificate of Incorporation issued by the State of California or a Certificate of Incorporation issued by the State of incorporation with the Certificate of Good Standing of Foreign Corporation issued by the Secretary of State of California authorizing the transaction of business in California; Articles of Incorporation and/or By-Laws; a certified statement of the names of the corporate president, secretary and/or officer(s) authorized to execute contracts; and a board resolution or other evidence of authority to enter into the requested transaction.

- PARTNERSHIP:** Attach a certified copy of the partnership statement and partnership agreement. If no partnership statement has been filed in the county in which the partnership does business, so state in the application and provide all particulars of the partnership.
- LIMITED LIABILITY COMPANY:** Attach a copy of the Articles of Organization and Certificates of Amendment issued by the State; company organization; and operating rules and regulations.
- PUBLIC AGENCY:** Generally, all permits and leases issued by the State Lands Commission require monetary consideration. However, a public agency applicant may qualify for a rent-free lease/permit. In order to so qualify, the applicant must submit in writing a statement of justification for the rent-free status, which status shall be based on a statewide, as compared to a primarily local, public benefit. Such statement shall detail the statewide public benefit derived from the project. The State Lands Commission shall determine whether a statewide public benefit is derived from the project.
 Leases and permits involving "School Lands" cannot qualify for rent-free status.
 Public agencies will also be required to submit evidence of the authority of the official(s) to execute contracts together with a resolution or other document authorizing execution of the appropriate lease or permit.
- OTHER:** State the nature, membership and other particulars regarding the legal status of applicant. Provide legal documentation establishing the authority of applicant to enter into the requested transaction, and designating who is authorized to act on behalf of applicant.

SECTION C: PROJECT LOCATION

County:	
If unincorporated, nearest City:	
Waterway:	
Township, Range, Section and Reference Meridian:	
Assessor's Parcel No. (of property in question or adjoining property):	
Upland Address:	

SECTION D: TYPE OF PROJECT AND AUTHORIZATION

You will be asked to provide specific project information in Parts II and III of this application.

1. Please check the type(s) of activity for which you are seeking Commission authorization (check all that apply):
 - Commercial (Income producing uses such as marinas, restaurants, clubhouses, recreation piers or facilities, docks, moorings, buoys, helicopter pads, decks or fuel service facilities)
 - Industrial (Uses such as oil terminals, piers, wharves, warehouses, storage sites, moorings, dolphins and islands together with necessary appurtenances)
 - Right-of-Way (Uses such as roadways, power lines, pipelines or outfall lines)
 - Public Agency (Uses such as public roads, bridges, or for recreational, ecological or open space purposes)

- Non-commercial (Uses such as piers, boatlifts, boathouses, mooring buoys, marker buoys, speed buoys, swim areas, swim platforms/floats, stringlines, fishing platforms, recreational marine storage)
- Protective Structure (Riprap, seawall, groins, jetties, breakwaters, bulkheads, etc.)
- Grazing or other Agricultural Use
- Dredging (Please check if any portion of the proposed project will involve dredging during construction or ongoing maintenance of the project.)
- Sand and/or Gravel Extraction
- Salvage (Salvage of any abandoned property on State-owned lands; see Public Resources Code Section 6309)
- Other (please describe): _____

2. Please indicate whether you are seeking Commission authorization for (check all that apply):

- A lease or permit for a proposed new use of State-owned land.
- A lease for the continuation of an existing use of State-owned land not previously under lease.
- A new lease where a prior lease has expired.*
- A new lease for a lease that has not yet expired.*
- An amendment of an existing lease.*
- A sublease of an existing lease.*
- Consent to encumber an existing lease.*
- An assignment of an existing lease.*
- Other (please describe):

*** Where applicable, please indicate file number of existing or prior lease _____.**

SECTION E: PROPERTY DESCRIPTION, INCLUDING TITLE AND BOUNDARY INFORMATION

1. Submit a copy of the current vesting document (deed) for the property lying landward (if applicable) of and/or adjacent to the State lands you seek to use. If you are not the owner of this adjacent property, submit a copy of a lease, permit, or other evidence of your right to use this property. If there have been several transfers of ownership since the prior lease or expiring lease, please submit copies of the intervening ownership vesting documents (chain of ownership) to the current deed.
2. Submit a detailed plan or plot of proposed lease areas and existing and proposed structures showing their locations and dimensions with respect to property lines, and high and low water with reference to the datum of water line elevation used at the location.
3. Submit a vicinity map (8 ½" x 11" with scale) showing the general area and the project site in relation to the shoreline, major roadways, and other landmarks.
4. Submit a legal description of the area to be leased from the State, tied to a monument or monuments of record. The area to be leased includes the area occupied by the structures, or otherwise needed for the proposed project.
5. Provide the following photographs (*label all photos and list the date the photo was taken*):
 - a) Photos of the State lands you seek to use. If the State lands you seek to use are a water body, then provide photos looking towards the upland property and photos looking to both sides and out toward the State lands.
 - b) Photos of any improvements or structures on the State lands and the adjoining uplands.

SECTION F: OTHER GOVERNMENTAL JURISDICTIONS

On a separate sheet of paper or attachment, please provide the following information.

1. List, provide contact information for, and identify the status of applications submitted to other public agencies having approval authority over your proposed project (i.e., U.S. Army Corps of Engineers, local or regional planning bodies, city and/or county governmental permitting authorities, air or water quality boards, California Coastal Commission, San Francisco Bay Conservation and Development Commission, Tahoe Regional Planning Agency, etc.).
2. If applicable, submit the following with the application: (a) U.S. Army Corps of Engineers Public Notice or Letter of Approval for the project; (b) the number assigned to the project from the San Francisco Bay Conservation and Development Commission or California Coastal Commission; and (c) copies of any previously obtained existing approvals. Note: You may be required to submit the results of any consultation, e.g., Letter of Concurrence or Biological Opinion from the U.S. Fish and Wildlife Service and/or National Marine Fisheries Service, for your project prior to consideration of your application by the Commission.
3. Identify any General Plan and Specific Plans that include the area in which the project will be located, including the date of the most recent revision to such Plan(s). What is the land use designation and zoning of the upland portion of the project under the General Plan and any applicable Specific Plan? Will the project require an amendment of the General and/or the Specific Plan? Will a variance from the existing zoning be required? Please provide the

name and telephone number of the individual(s) contacted within the local jurisdiction to answer the foregoing questions.

4. You will be required to submit a copy of local approvals (city and/or county) for your project prior to consideration of your application by the State Lands Commission. If you cannot obtain local approval of your project prior to consideration by the State Lands Commission, you must submit a letter or other document from the local agency setting forth the status of your local application and any concerns the local governmental agency has regarding your project.

PART II

SPECIFIC PROJECT INFORMATION

Please complete this Part II as indicated below. Submit responses on separate 8½" x 11" paper, indicating clearly the number (below) to which each response applies.

SECTION A: EXISTING CONDITIONS

1. Describe in detail existing activities, uses and improvements at the proposed project site, both on water covered lands ("water bodies") and on adjacent uplands. Provide construction dates of all existing improvements. Indicate whether facilities are temporary or permanent.
2. Describe existing public use of the water body and adjacent uplands, the type and frequency of the public use, and any existing public access to the water body across the project site.
3. Identify the type and location of any known habitat of rare, threatened, or endangered species of plant or animal within a one-mile radius of the proposed project site. Information in this regard may be acquired from the California Department of Fish and Game (<http://www.dfg.ca.gov/biogeodata/cnddb/>) the U.S. Fish and Wildlife Service (<http://www.fws.gov/cno/>), and/or National Marine Fisheries Service (http://www.nmfs.noaa.gov/pr/permits/esa_permits.htm). If the project area may have occurrences of rare, threatened, or endangered species, then provide a Biological Assessment that describes the species or potential species within the project limits. You may be required to provide maps and aerial or ground photographs which delineate existing vegetation at the proposed project site and along the shore of the water body upon which the project is to be located within a one-half (½) mile radius of the limits of the proposed project. Where appropriate, provide a delineation of waters of the U.S., including all wetlands, based on the current U.S. Army Corps of Engineers methodologies within the project limits.

4. Does the existing use involve a **pipeline**? Yes No

If **YES**, describe the pipeline, its use, and if applicable provide the most current pipeline integrity test results and photographs of signage.

5. Does the existing use involve a **marina**? Yes No

If **YES**, list and describe, within one river or lakeshore mile of the site:

- (a) Existing marina facilities (indicating for each facility) available berthing by berth size, whether finger, slip or side tie, fuel facilities, pump outs, accommodation docks, restrooms, restaurants, grocery stores, and other ancillary facilities.
- (b) Public and private boat launching and storage facilities.
- (c) Public fishing access and parking availability.
- (d) Other recreational facilities open to the public which are used for swimming, sunbathing, picnicking, sightseeing, etc.

Provide a site map illustrating the approximate distances of each of these facilities from the proposed project site.

SECTION B: PROJECT DESCRIPTION INVOLVING NEW CONSTRUCTION, EXPANSION, ALTERATIONS, CHANGE OF USE, OR USE NOT PREVIOUSLY AUTHORIZED BY THE COMMISSION

SUBSECTION 1: ALL PROJECTS. *All applicants should respond to (a) - (d) below.*

- a. Provide a project development plan which clearly shows the following:
- (1) A full set of design plans that show the proposed improvements, existing topographic features, and dimensions of the area to be occupied within any water body. (This should include identification of the width of the waterway at the project site).
Note: The plans submitted by the Applicant or Agent are the basis for action by the Commission. Any change to the plans during the application process requires an amendment to the application. If the proposed project is not constructed as set forth in the plans submitted with the application, Applicant agrees that this shall constitute a default of any lease granted as a result of the application and that the Commission may take such action(s) available to it as provided by the lease provisions or such other and further relief available at law or in equity as it may deem proper.
 - (2) The nature and location of all significant project features, including, but not limited to, the number, size and design of any berths, boat ramps or launches; the type, dimensions and location of any associated commercial facilities, utilities, parking, public access, and marine services; and any proposed exterior lighting or other security measures.
 - (3) The type and location of any existing vegetation which will be preserved, any existing vegetation proposed for removal, and any planned restoration of vegetation or landscaping.
 - (4) The size of the proposed project relative to any other improvements or facilities within 100 feet upstream or downstream of the proposed project site, including facilities on the opposite bank, particularly with regard to its linear extension into and along the water body.
- b. If the project will involve construction, describe in detail the construction methods and equipment which will be used and the anticipated time frame for construction activities.
- c. Describe how the project will affect any levees in the project area. Identify existing ecological and/or habitat features along the levee, and any proposed alterations or modifications to any levees and associated ecological and/or habitat features.
- d. Identify any project features which you believe will avoid or mitigate any effects of moving vessels (e.g., wave wash) on the proposed facility or shore of the water body.
- e. If the project involves development in an area subject to tidal action, provide a risk analysis, implications of failure, and adaptation strategies (e.g., alternative project designs) for addressing projected sea level rise using the best available science, relative to the projected life expectancy of the project. At present, the 2012 National Research Council report is considered the best available science; however, an equivalent resource may be used provided that it is peer-reviewed, widely accepted within the scientific community, and locally relevant. Resources to assist in this analysis can be found by visiting the CSLC website at: www.slc.ca.gov and selecting "Sea Level Rise" on the "Programs" menu.

- f. Given potential impacts from sea level rise, describe the engineering standards being relied on to ensure the integrity and safety of proposed or existing facilities throughout the life of the project.

SUBSECTION 2: SPECIFIC PROJECTS. *Applicants should respond only to those paragraphs which apply to their project.*

a. Does the proposed project involve a MARINA OR OTHER MULTIPLE BERTHING FACILITY?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
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*(If **NO**, go to (b) below. If **YES**, provide the following information.)*

- (1) List and describe, within one river or lakeshore mile of the site:
 - (a) Existing or proposed marina facilities (indicating for each facility) available berthing by berth size, whether finger, slip or side tie, fuel facilities, pump outs, accommodation docks, restrooms, restaurants, grocery stores, and other ancillary facilities.
 - (b) Public and private boat launching and storage facilities.
 - (c) Public fishing access and parking availability.
 - (d) Other recreational facilities open to the public which are used for swimming, sunbathing, picnicking, sightseeing, etc.

Provide a site map illustrating the approximate distances of each of these facilities from the proposed project site.

- (2) Identify whatever provisions are proposed for sewage disposal from boats, commercial uses, etc. If none, please identify the nearest pump-out facility, by name, location, and operating hours.
- (3) Identify whatever provisions are proposed for recycling and/or litter/garbage disposal, including frequency of pick-up.
- (4) Identify any proposed fueling facility and fully describe spill prevention and control features. Are fueling stations such that they are accessible by boat without entering or passing through the main berthing area, in order to avoid collisions? Provide a spill contingency plan and list equipment and training needed to implement the plan.
- (5) Describe any proposed vessel maintenance facility, i.e., its capacity, typical activities and quantities of potentially toxic materials expected to be used. Boat maintenance areas should be designed so that all maintenance activities that are significant potential sources of pollution can be accomplished over dry land and under roofs (where practical), allowing for proper control of by-products, debris, residues, solvents, spills, and stormwater runoff. All drains from maintenance areas should lead to a sump, holding tank, or pump-out facility from which the wastes can later be extracted for treatment and/or disposal. Indicate whether maintenance areas drain directly into surface or ground water or wetlands.

Will curbs, berms or other barriers be built or placed around areas used for the storage of liquid hazardous materials to contain spills?

If no boat maintenance facility is proposed, identify the off-site facility(ies) most likely to be used.

- (6) Identify the location of any engine and hull washing activities, expected numbers of washings and the types of detergents proposed for use. Only phosphate-free and biodegradable detergents should be used for boat washing.
- (7) Describe any proposed pollution control measures for vessel maintenance and haul-out facilities. Examples include:
 - Use of tarps and vacuums to collect solid wastes produced by cleaning and repair of boats. Such wastes should be prevented from entering adjacent water.
 - Vacuum or sweep up and catch debris, sawdust, sandings, and trash from boat maintenance areas on a regular basis so that runoff will not carry it into the water.
 - An oil/water separator should be used on outside drains and be maintained to ensure performance.
 - Tarps should be used to catch spills of paints, solvents, or other liquid materials used in the repair or maintenance of boats.
 - Used antifreeze should be stored in a barrel labeled "Waste Antifreeze Only" and should be recycled.
- (8) Describe any special measures proposed to control the quality and quantity of urban and other runoff from surrounding areas.
- (9) Describe the terms and conditions under which periodic and transient berthing will be permitted at the proposed facility, and how those terms and conditions will be enforced. Indicate percentage of dry boat storage compared to wet slips.
- (10) Identify the method of handling fish wastes back into the natural ecosystem. Indicate how recycling of fish wastes will not degrade water quality or cause other adverse environmental impacts.
- (11) Describe the depth and location of navigation and access channels, if any. Are these channels located in areas with safe and convenient access to waters of navigable depth, based on the kind of vessel(s) expected to use the facility?
- (12) Describe the stormwater management system. Does the system provide a bypass or overflow systems so that the peak discharge from a 10-year, 14-hour storm will be safely conveyed to an erosion and scour-protected storm water outfall?
- (13) For proposed offshore marinas or berthing facilities, provide a water circulation plan for the facility which has been prepared and certified by a qualified hydrologic engineer. Such plan must indicate the direction and amount of flushing action in the facility.

b. Does the proposed project involve a LAUNCH RAMP OR OTHER LAUNCHING FACILITY?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
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*(If **NO**, go to (c) below. If **YES**, provide the following information.)*

- (1) The capacity of related parking areas for boats, trailers, and vehicles.
- (2) Any ancillary features such as restrooms, trash disposal bins, and the like.

- (3) Any provisions for pump out and disposal of bilge water.
- (4) Any provisions for the identification, inspection, cleaning, and disposal of non-native species.

c. Does the proposed project involve DREDGING OR DREDGED MATERIAL DISPOSAL?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
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*(If **NO**, go to (d) below. If **YES**, provide the following information. This section is to be prepared and certified by a qualified engineer with relevant expertise.)*

- (1) Provide the purpose for the proposed dredging activity.
- (2) An estimate of the amount and description of the method of dredging necessary to complete construction of the proposed project.
- (3) An estimate of the amount and frequency and a description of the method of any maintenance dredging anticipated for operation and maintenance of the project.
- (4) Identification and estimate of amounts and persistence of contaminants which may be released from the sediments during dredging, and during construction and operation and maintenance of the proposed project.
- (5) The method and location of disposal of dredged materials.
- (6) During dredging operations, will the dredging result in turbidity? If so, indicate how turbidity can be minimized (e.g., through the proper placement of silt screens or turbidity curtains).
- (7) Describe how the need to dredge has been minimized or avoided. For example, the marina could be sited adjacent to deep water and the area to be dredged could be the minimum needed for the marina itself, including the docking areas, fairways, and channels, and for other maneuvering areas that are needed. Is the bottom of the marina deeper than the adjacent open water?
- (8) Has siting been planned near currently permitted public areas for disposal of dredged materials? How far is it to the disposal area?
- (9) Provide a copy of the Sampling and Analysis Plan and results.
- (10) For projects located within San Francisco Bay and under the jurisdiction of the San Francisco Bay Conservation and Development Commission, provide an approval letter issued by the Dredged Material Management Organization (DMMO).

d. Does the proposed project involve GRAZING?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
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*(If **NO**, go to Subsection 3 below. If **YES**, provide the following information.)*

- (1) Indicate the type and number of animals that will be located on State lands.
- (2) Indicate the months during which the animals will be located on State lands.
- (3) Estimate the carrying capacity of each parcel applied for.

- (4) Indicate whether applicant holds a current grazing permit from the U.S. Bureau of Land Management (BLM). If so, indicate when the permit expires, and provide a map showing the location of the grazing allotment.
- (5) Indicate whether there are any known water sources on the parcel(s) applied for. If such water sources are inadequate for the number of animals to be located on the State land, indicate how you will provide additional water.

SUBSECTION 3: PROJECT SITING AND FEASIBILITY. *Complete if the proposed project is a commercial or industrial use as defined in Part I, Section D, above.*

- a. If the project involves berthing or docking facilities, describe how siting has been planned to ensure that tides and currents are adequate to flush the site, or renew its water regularly. Will water quality standards be violated?
- b. Will the project be sited away from wetlands, shellfish resources, submerged aquatic vegetation, and critical habitat areas?
- c. Is the project sited such that it will have easy access to roads, utilities, public sewers (where available), and water lines?
- d. Were alternative sites considered for the proposed project? If the answer is no, please explain. If the answer is yes, please identify such alternative sites. List any criteria used during the site selection process: 1) What factors were used in the selection of the proposed site? 2) What factors make this site superior for the proposed project?
- e. On what basis is there a demonstrated public need for the proposed project at the designated location?
- f. Please furnish any studies, which demonstrate demand for and feasibility of the proposed project. What is the minimum size or level of activity necessary to sustain the commercial viability of the project?
- g. If the proposed project will generate revenue, estimate the anticipated annual gross and net revenues and show your basis for the estimates.
- h. Describe any other existing or proposed projects that will be related to or dependent upon this project, will be affected by this project, or will affect this project, and explain the anticipated relationship or effect.

SUBSECTION 4: PUBLIC BENEFIT

Describe any statewide, regional or local benefits of the proposed project, if any, and the extent to which such benefits are provided by other facilities in the vicinity of the proposed project site.

PART III

PROJECT ENVIRONMENTAL DATA

SECTION A: ENVIRONMENTAL SETTING

1. Describe the project site as it presently exists. Include information such as topography, soil stability, plants and animals, and any cultural, historical or scenic aspects. Describe any existing structures on the site, the use of the structures, and whether they will be retained or removed. Include photograph(s) of the site. Information regarding historic or archaeologically significant values within the site may be obtained from the California Historic Resources Information System Information Center for the county in which the project is to be located. (For more information click on the CHRIS/IC tab at www.ohp.parks.ca.gov.)
2. Describe the surrounding properties. Include information such as topography, soil stability, plants and animals, and any cultural, historical or scenic aspects. Indicate the type of land use, (e.g. residential, commercial, agricultural, etc.) intensity of land use (e.g., single-family dwellings, apartments, shops, etc.) and the scale of development. Include photographs.
3. Include a statement of the proposed liquid, solid or gaseous waste disposal methods necessary for the protection and preservation of existing land and water uses.
4. For Development Projects only (see Part IV for definition), provide information on whether any portion of the project site is on the list of known hazardous materials sites also known as the "Cortese List" maintained by the California Environmental Protection Agency (CalEPA). (For more information see: <http://www.calepa.ca.gov/SiteCleanup/CorteseList/> and Government Code section 65962.5.)

SECTION B: ASSESSMENT OF ENVIRONMENTAL IMPACTS

All phases of a project, such as planning, acquisition, development, and operation, shall be considered when evaluating its impact on the environment. Please answer the following questions by placing a check in the appropriate box. Provide an explanation of each answer on a separate 8½" x 11" paper, listing, as appropriate, studies, documents, or other information used to support your answer.

Will the project involve:

- | | <u>Yes</u> | <u>Maybe</u> | <u>No</u> |
|--|--------------------------|--------------------------|--------------------------|
| 1. A change in existing features of any bays, tidelands, beaches, lakes, or hills, or substantial alteration of ground contours? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. A change in scenic views from existing residential areas or public lands or roads? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. A change in pattern, scale or character of the land use at or in the general area of the project? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Impacts to plants or animals? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. The potential introduction or spread of non-native species? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Any feature subject to sea level rise or other effects associated with climate change over the life of the project? If yes, please refer back to Part II, Section B, Subsection 1, questions (e) and (f) and explain in detail any planned adaptation strategies. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. Generation of solid or liquid waste or litter? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

<u>Will the project involve:</u>	<u>Yes</u>	<u>Maybe</u>	<u>No</u>
8. A violation of any air quality standard or contribute substantially to an existing or projected air quality violation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. A change in the amount of greenhouse gas emissions?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Generation of, or additional, dust, smoke, fumes or odors in the vicinity?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. A change in ocean, bay, lake, stream or ground water quality or quantity or an altering of existing drainage patterns?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. A change in existing noise or vibration levels in the vicinity?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. Construction on filled land or on a slope of 10% or more?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. Creation of a significant hazard to the public or the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15. Any activity on a hazardous materials site (a site included on any list compiled pursuant to Government Code section 65962.5)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16. Use or disposal of potentially hazardous materials such as flammable, toxic, or radioactive substances, or explosives?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17. An increase in traffic?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18. A change in demand for municipal services (e.g., police, fire, water, sewage, electricity, gas)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19. An increase in fossil fuel consumption (e.g. electricity, oil, natural gas)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20. A larger project or a series of projects?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21. Historic structures and/or archeological sites?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

SECTION C: STATE LANDS COMMISSION AS A RESPONSIBLE AGENCY

When it is determined that the Commission is a Responsible Agency under the California Environmental Quality Act (CEQA) (another governmental agency prepares the appropriate environmental documentation), the applicant must submit the following materials as early as possible in the application process and substantially prior to scheduling the application for consideration by the Commission:

1. A copy of the project's environmental documents prepared by the Lead Agency, i.e. the Initial Study, Negative Declaration or Mitigated Negative Declaration, or the draft and Final Environmental Impact Report (EIR), and evidence that these documents were circulated through the State Clearinghouse pursuant to the CEQA Guidelines (Title 14, California Code of Regulations, Section 15073 or 15087).
2. A copy of any environmental mitigation monitoring program prepared and adopted by the Lead Agency pursuant to Public Resources Code Section 21080.6.
3. A copy of the "Findings" made by the Lead Agency relative to potential environmental impacts of the project as approved by the Lead Agency, pursuant to Section 15091 of the CEQA Guidelines.
4. A copy of the Statement of Overriding Considerations made by the Lead Agency if one was necessary.
5. A copy of the Notice of Determination filed with the Office of Planning and Research by the Lead Agency.

PART IV

PERMIT STREAMLINING ACT

(Government Code Section 65920 and following).

Government Code Section 65927 defines “development” as “...on land, in or under water, the placement or erection of any solid material or structure; discharge or disposal of any dredged material or of any gaseous, liquid, solid, or thermal waste; grading, removing, dredging, mining, or extraction of any materials; change in the density or intensity of use of land, including, but not limited to, subdivision pursuant to the Subdivision Map Act (commencing with Section 66410 of the Government Code), and any other division of land except where the land division is brought about in connection with the purchase of such land by a public agency for public recreational use; change in the intensity of use of water, or of access thereto; construction, reconstruction, demolition, or alteration of the size of any structure, including any facility of any private, public, or municipal utility; and the removal or harvesting of major vegetation other than for agricultural purposes, kelp harvesting, and timber operations which are in accordance with a timber harvesting plan submitted pursuant to the provisions to the Z'berg-Nejedly Forest Practice Act of 1973 (commencing with Section 4511 of the Public Resources Code).

As used in this section, ‘structure’ includes, but is not limited to, any building, road pipe, flume, conduit, siphon, aqueduct, telephone line, and electrical power transmission and distribution line.”

Government Code Section 65928 defines a “development project” as “...any project undertaken for the purpose of development. ‘Development project’ includes a project involving the issuance of a permit for construction or reconstruction but not a permit to operate. ‘Development project’ does not include any ministerial projects to be carried out or approved by public agencies.”

Government Code Section 65943 - Please complete the following statement:

The project that is the subject of this application is is not a development project as defined by Government Code Section 65928.

Your application will not be complete without this information.

PART V

PRIVACY NOTICE AND CERTIFICATION

<p align="center">PRIVACY NOTICE FOR INDIVIDUAL(S) (see Part I, Section B)</p> <p>Section 1798.17 of the Civil Code requires this notice be provided when collecting personal information from individuals. Each individual has the right to review his or her personal information maintained by this agency, unless access is exempted by law. An individual means a natural person.</p>
<p>AGENCY NAME / DIVISION California State Lands Commission / Land Management Division</p>
<p>TITLE OF OFFICIAL RESPONSIBLE FOR MAINTENANCE OF THE INFORMATION Records Manager</p>
<p>BUSINESS ADDRESS OF OFFICIAL / TELEPHONE 100 Howe Avenue, Suite 100 South, Sacramento, California 95825 / (916) 574-1900</p>
<p>AUTHORITY THAT AUTHORIZES THE MAINTENANCE OF THE INFORMATION Public Resources Code Section 6501 et seq.</p>
<p>THE FOLLOWING ITEMS OF INFORMATION ARE VOLUNTARY, ALL OTHERS ARE MANDATORY All information requested on the application is mandatory, unless otherwise noted.</p>
<p>THE CONSEQUENCES, IF ANY, OF NOT PROVIDING ALL OR ANY PART OF THE REQUESTED INFORMATION The Application will not be deemed complete and may not be considered by the California State Lands Commission for approval. A lease may not be granted.</p>
<p>THE PRINCIPLE PURPOSE(S) WITHIN THE AGENCY FOR WHICH THE INFORMATION IS TO BE USED The information will be used to consider whether a lease of State lands is allowed by law and is in the best interests of the State. Information from the application including the Applicant's name and the project location may be posted permanently on the Internet at the Agency's website: www.slc.ca.gov. Applications will be retained for as long as allowed by the Agency's Records Retention Schedule as established in accordance with the State Administrative Manual and as approved by the Department of General Services. This may be for as long as the State has an interest in the land involved.</p>
<p>KNOWN OR FORESEEABLE DISCLOSURES OF THE INFORMATION PURSUANT TO CIVIL CODE SECTION 1798.24(e) or (f) Bureau of State Audits; local, state, and/or federal regulatory agencies with jurisdiction over any aspect of the proposed project.</p>

For any Applicant submitting this application as an individual(s), Applicant acknowledges and agrees that by submitting this application the Applicant gives consent for information contained in the Application, except as set forth on page 1A, to be disclosed as described in the Privacy Notice above. This consent meets the consent requirements of Civil Code Section 1798.24.

*For **appointed or elected officials** specified in Government Code Section 6254.21: If you did not check the box on page 1A, by signing this application you are deemed to have given consent to have your home address (when it is the project location) posted on the Internet.*

I hereby certify under penalty of perjury that I have read this completed application and all related exhibits and that, to the best of my knowledge, the information is full, complete, and correct. I understand that any misstatement or omission of the requested information or of any information subsequently requested shall be grounds for terminating the application or for denying a lease. I understand if a lease is executed by the State Lands Commission as a result of the application, the project will be constructed as described in the application. I further understand that if the project is not constructed as set forth in the application, this shall constitute a default of the lease and that the State Lands Commission may take such action(s) available to it as provided by the lease or to seek such other and further relief as it may determine proper and as authorized by law.

Signature of Applicant: _____ Date: _____

Signature of Co-Applicant: _____ Date: _____

By: _____ Title: _____
(If Agent)

Date: _____

NOTE: Please remember to submit the fees as outlined on pages viii and ix of the Application Guidelines. You need to return all pages of the Application for Lease of State Lands.

SUBMITTAL C

Proposal Fee

SUBMITTAL D Reimbursement Agreement

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD.213 (new 06/03)

AGREEMENT NUMBER
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

California State Lands Commission (State)

CONTRACTOR'S NAME

RESPONDENT -

2. The term of this

Agreement is: July 26, 2019 thru June 30, 2024

3. The maximum amount of

this Agreement is: \$ 100,000

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:

Exhibit A – Scope of Work	2 Page(s)
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Exhibit B – Budget Detail and Payment Provision/Definitions and Terms	2 Page(s)
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Exhibit C* – General Terms and Conditions	GTC 610
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Check mark one item below as Exhibit D:	2 Page(s)
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Exhibit D – Special Terms and Conditions (attached hereto as part of this Agreement)

Exhibit D* – Special Terms and Conditions

Items shown with an Asterisk () are hereby incorporated by reference and made part of this Agreement as if attached hereto. These documents can be viewed at <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>.*

IN WITNESS WHEREOF, this Agreement has been executed by parties hereto.

CONTRACTOR	CALIFORNIA Department of General Services Use only
CONTRACTOR'S NAME (if other than individual, state whether a corporation, partnership, etc.) RESPONDENT	
BY (Authorized Signature) _____ DATE SIGNED _____	
PRINTED NAME AND TITLE OF PERSON SIGNING _____	
ADDRESS _____	
STATE OF CALIFORNIA	
AGENCY NAME California State Lands Commission	
BY (Authorized Signature) _____ DATE SIGNED _____	
PRINTED NAME AND TITLE OF PERSON SIGNING Denise Cook, Fiscal Officer	
ADDRESS 100 Howe Avenue, Suite 100-South, Sacramento, California 95825	<input type="checkbox"/> Exempt per _____

EXHIBIT A

SCOPE OF WORK

1. Work to be Performed – Applicant has submitted an application for a new General Lease pertaining to the applicant's project described as: _____ on file with the State and identified as Work Order _____. The State hereby agrees to perform the following services:
 - A. Application Processing: The State shall process the Applicant's lease application. Processing costs shall include, but not be limited to, actual costs of the State staff time to conduct document preparation, negotiation of terms and conditions, review of project impacts on the Public Trust when necessary, field inspections, preparation of field reports, office technical review services, boundary services (including land descriptions and exhibits), engineering review, appraisals and coordination with other governmental agencies. The costs may also include staff time associated with lease management and the process of preparing bids for and executing consultant contracts should the State deem such work or any additional work to be necessary, and any other associated activity involved in processing the application and managing the lease described herein. Work performed in processing the Applicant's lease application shall not be considered worked performed for Environmental Analysis or the Mitigation Monitoring Program, as described below.
 - B. Environmental Analysis: The State as the Lead Agency for this project, agrees to conduct or contract separately for the necessary environmental analyses under the California Environmental Quality Act (CEQA) for the Applicant's proposed project to determine the potential environmental impacts, mitigation measures and documentation as prescribed by CEQA.

The cost estimate includes only review of the existing application and initial environmental processing and Notice of Preparation. **The estimate does not include the cost of preparing an Environmental Impact Report (EIR).** If it is determined that an EIR is required for this project, this Agreement will be amended to reflect a revised estimate of environmental costs. If the State is a Responsible Agency, it shall review the environmental document prepared by the Lead Agency and perform all other duties required by law of a responsible agency.

- C. Mitigation Monitoring Program: CEQA (Pub. Resources Code § 21081.6) requires the Lead Agency for an approved project to adopt a mitigation and compliance monitoring program to ensure that mitigation measures and other conditions for the Applicant's project are implemented.

Therefore, the State as the Lead Agency for this project, agrees to adopt and implement a mitigation monitoring program for the Applicant's proposed project, such program shall include measures to implement the environmental document and other measures necessary to mitigate the project's effects. The program may include but not be limited to field inspections, preparation of field reports, office technical review services and coordination with other governmental agencies as appropriate.

The Applicant shall be provided with a copy of the proposed monitoring program prior to approval by the State. Applicant agrees to comply with the program as a condition of approval of the project. The estimated costs of the program shall be identified prior to final action by the State on the environmental document. In addition, a refundable deposit may be required to insure construction compliance with the mitigation program. This deposit will be used to cover costs not otherwise reimbursed by the Applicant. This Agreement shall be amended to reflect the estimated costs when they are identified.

- D. Department of Fish and Wildlife Fees: As the Lead Agency for this project, the State agrees to collect and disburse to the Department of Fish and Wildlife those fees authorized under Fish and Wildlife Code Section 711.4. Such fees represent the cost of the Department of Fish and Wildlife's review of the environmental document prepared for this project.
- E. Mutual Understanding: This Agreement is entered into by the parties hereto with the express understanding that the State cannot assure: 1) final approval of the permit or lease for the proposed project; 2) that permits from other State or local permitting agencies are obtainable; 3) that either the State or the Applicant

by entering into this Agreement is representing that the project will go forward as proposed; and 4) that either the State or the Applicant is irrevocably committed to proceeding with this project. Lessee

understands and expressly acknowledges that the State's review of plans and applications for the Project is for the sole purpose of evaluating Lessee's application for or compliance with a lease from the Commission, if any, and not for any other purpose.

2. Parties' Agents

A. For Lease Management the State's Project Officer shall be:

Marlene Schroeder, Public Land Management Specialist
California State Lands Commission
100 Howe Avenue, Suite 100 South
Sacramento, CA 95825
Tel. (916) 574-2320
E-mail: marlene.schroeder@slc.ca.gov

B. The Applicant's Project Manager shall be:

RESPONDENT'S ADDRESS

Tel.
E-mail:

3. Notices and Authorities

A. Any notice or other written communications required or permitted under this Agreement may be personally delivered in writing to the State's Project Officer or Applicant's Project Manager, or may be sent by certified mail, return receipt requested, to the address stated above and shall, based on such delivery or sending, be deemed to have been effectively communicated. Either party may change such address by written notice to the other party.

Any notice given other than as provided above, shall not be deemed to be effectively communicated until received in writing.

B. The Project Manager shall have full authority to act on behalf of the Lessee for administration of the Project. All communications given to the Project Manager shall be as binding, as if given to the Lessee.

C. The State may change its Project Officer, at any time, by written notice to the Lessee. The Lessee may change its Project Manager, at any time, by written notice to the State's Project Officer.

EXHIBIT B

BUDGET AND PAYMENT PROVISIONS

1. Invoicing and Payment – Applicant agrees to reimburse the State for all reasonable costs associated with the processing of its application according to this Standard Agreement whether prior or subsequent to the execution of this Agreement. Processing costs shall include, but not be limited to, 1) actual costs of the State staff time to conduct the following: document preparation, negotiation of terms and conditions, review of project impacts on the Public Trust when necessary, field inspections, preparation of field reports, office technical review services, boundary services (including land descriptions and exhibits), engineering review, appraisals, and coordination with other governmental agencies; 2) The process of preparing bids for and executing consultant contracts or preparation of any portion of the project application, should the State deem such work or any additional work to be necessary; 3) any other associated activity involved in processing the application described in Exhibit A. Staff costs shall be computed in accordance with Section 8752 of the State Administrative Manual and shall include salaries and wages, related staff benefits and administrative overhead.

The invoice shall be mailed to the Applicant’s Project Manager. Payments shall reference the Agreement number assigned to this project and must be mailed to the following address:

California State Lands Commission
100 Howe Avenue, Suite 100 South
Sacramento, CA 95825-8202
Attention Accounting

2. Estimated Reimbursable Costs – The initial estimated costs are based on the information and contracts existent as of the date of this Agreement, it is estimated that the itemized reimbursable costs for Work To Be Performed will be:

Initial CSLC Processing Fees and Engineering Review:	\$100,000
Environmental Analysis and Review	
Estimated CSLC staff Costs:	<i>to be determined</i>
Environmental Consultant:	<i>to be determined</i>
Engineering Compliance & Mitigation Monitoring	<i>to be determined</i>
Approximate Total Cost	to be determined

Estimated costs above are based on the initial processing of the application. Additional costs will be determined upon defining of the scope of the project and cost of consultant contracts.

3. Expense Deposits and Billings – **An expense deposit of \$100,000 is due upon execution of this Agreement.** This amount will be held as a surety against future billings. Staff costs incurred by the State pursuant to this Agreement shall be billed in arrears on a monthly basis. All payments are due 30 days from the date of the invoice. The State reserves the right to demand an expense deposit equal to the remainder of the Agreement should the Applicant fail to pay invoices within the time specified. Total costs invoiced, including expense deposits, shall not exceed the dollar amount specified in this Agreement unless amended.

An additional expense deposit equal to the amount of any environmental consultant contract shall be made within 30 days of the determination of costs and notification by the State. Deposits for such purpose shall be held in an interest-bearing account with said interest accruing to the Applicant. Said interest shall be paid to the Applicant upon completion of the project but only after all accounts are settled with the State. The State reserves the right to apply any residual balance of this account plus earned interest to any amounts due to the State.

4. Additional Costs or Services – Applicant will be advised of any estimated cost increase in writing in accordance with this Agreement should the need for additional services become known or as costs previously estimated exceed the above estimate.

Upon notification of the need for additional funds, the Applicant shall have the right to terminate this Agreement in accordance with the Termination clause; or dispute the change. The Applicant shall have the option to dispute or accept the increase with all the terms and conditions of this Agreement being unchanged and in effect. Applicant shall notify the State within five (5) days of notice of any intent to terminate the Agreement or dispute the change. Non-response shall be acknowledged as acceptance of the additional charges and Applicant will be billed for the balance in accordance with the terms above.

5. Definitions and Terms - Wherever the following abbreviations and terms (or pronouns in place of them) are used, the intent and meaning shall be interpreted as provided in this section. Working titles having a masculine gender, and pronouns referring to such said titles, are utilized in this Agreement for the sake of brevity and are not intended to refer to either sex or the neuter. All references to the singular shall refer also to the plural. All references to the plural shall refer also to the singular.

- A. As used within this Agreement, the terms “Applicant” and “Contractor” are used interchangeably and are to be considered the same entity.
- B. As used within this Agreement, the terms “State” and “CSLC” are used interchangeably and are to be considered the same entity.
- C. The term “Agreement” refers to this document as executed by the Applicant and the State. This document includes Standard Form and any attached Exhibits.
- D. The term “Application Processing” refers to all staff services necessary to process an Applicant’s proposed lease application but shall not include staff services for environmental analysis or project mitigation monitoring pursuant to CEQA.
- E. The term “Project” means that activity which is the subject of the application for a permit, lease or other entitlement from the State.
- F. The term “Project Manager” refers to that person appointed or designated by the Applicant to administer the project for the Applicant.
- G. The term “Project Officer” refers to that person appointed by the State to process the project application.
- H. The term “CEQA” refers to the California Environmental Quality Act of 1970, as amended (Public Resources Code § 21000 et seq.).
- I. The term “Environmental Officer” refers to that person designated by the State to be responsible for the preparation of the environmental analysis and conduct of the mitigation monitoring program.
- J. The term “Applicant’s Agent” refers to that person designated by the Applicant to provide technical assistance and support to the State in coordinating transmittal of project technical information and shall have no authority to act for the Applicant unless otherwise stated in writing by Applicant to the State’s Project Officer.
- K. The term “Mitigation Monitoring Program” refers to that program mandated by CEQA as found in Public Resources Code section 21081.6.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. **NON-DISCRIMINATION CLAUSE**: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. **CERTIFICATION CLAUSES**: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. **TIMELINESS**: Time is of the essence in this Agreement.
13. **COMPENSATION**: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. **GOVERNING LAW**: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. **ANTITRUST CLAIMS**: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
- a. The Government Code Chapter on Antitrust claims contains the following definitions:
- 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to

overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. **CHILD SUPPORT COMPLIANCE ACT:** For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
 - a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
17. **UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
18. **PRIORITY HIRING CONSIDERATIONS:** If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
19. **SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**
 - a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
 - b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)
20. **LOSS LEADER:**

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. Type of Agreement – This Agreement between the State and the Lessee is for the reimbursement of costs, from the Lessee to the State, for processing lease and lease amendment applications, post-construction review of “as-built” plans, photographs, lease provisions, site inspections, and mitigation monitoring detailed in Exhibits A and B of this Agreement, performed by staff of the California State Lands Commission. This Agreement does not involve the procurement of goods or services from the Lessee.
2. Effective Reimbursement Period – Notwithstanding the date of Agreement approval in paragraph 1 of GTC 610, the Lessee agrees to reimburse the State for Project-related review costs detailed in Exhibits A and B of this Agreement, that accrue beginning on the date listed in form STD.213, paragraph 2 of this Agreement until the termination of this Agreement. The term of this agreement may be extended by written agreement between the Parties.
3. This paragraph supersedes paragraph 5 of, Exhibit C, “Indemnification”:

Indemnification – To the fullest extent permitted by law, Lessee shall defend, indemnify, and hold harmless the State of California and any and all agencies or departments thereof, including but not limited to, any and all boards, commissions, officers, agents, employees, and representatives (Indemnitees), against any and all claims, liabilities, charges, losses, expenses, and costs, including the State’s attorneys’ fees (Liabilities), that may arise from or by reason of any action or inaction by the Indemnitees in connection with the work described in Exhibit A, or any defect in design or construction of the Project. This obligation of the Lessee to indemnify, defend, and hold harmless the Indemnitees shall not apply to any Liabilities caused solely by the gross negligence or intentional acts of the State or its officers, agents, and employees; or to any claims, litigation, or to other actions brought by the Lessee against the Indemnitees in relation to the Lessee’s application or this Agreement. This provision shall survive termination of this Agreement.

4. This paragraph supersedes paragraph 6 of GTC 610, Exhibit C, “Disputes”:

Disputes – Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under or relating to the performance of this Agreement which is not disposed of by Agreement shall be decided by the Project Officer, who shall reduce his decision to writing in regard to the dispute and shall transmit a copy thereof to the Lessee within thirty (30) days. The decision of the Project Officer shall be final and conclusive, unless within thirty (30) days from the date of receipt of such copy, the Lessee transmits to the State a written appeal. Said appeal shall be supported with specificity.

- a. In connection with any appeal proceeding under this clause, the Lessee shall be afforded an opportunity to be heard before the State Lands Commission within sixty (90) days of the receipt by the State of the Lessee’s written appeal and to offer evidence in support of its appeal. Pending the final decision of any such dispute, the Lessee shall proceed diligently with the performance of the Agreement and in accordance with the written decision of the Project Officer which is the subject of the Lessee’s appeal including the payment of invoices to the State.
- b. The procedure described herein shall not prejudice or deny the Lessee’s remedies at law. However, the Lessee agrees to exhaust the procedure described herein before pursuing remedies at law. All amounts paid to the State under protest shall be held by the State in trust until the dispute is resolved.

5. Modification – This paragraph supersedes paragraph 7 of GTC 610, Exhibit C, “Termination for Cause”:

Either party may elect to modify the scope of work or costs associated with the Project described in Exhibit A, Paragraph 1(A) and Exhibit B, Paragraphs 2(A) and 2(B) of this Agreement by written notice at any time prior to or during Project commencement or implementation upon ten (10) days written notice to the other party should the Project be revised or cancelled for any reason. The Lessee agrees that in the event of such modification of this Agreement by either party as provided above, it shall reimburse the State one hundred percent (100%) of all costs incurred by the State in the performance of its obligations as described in this Agreement.

6. Reimbursement of Costs – Lessee shall reimburse the State in full for all reasonable costs and attorney’s fees, including, but not limited to, those charged it by the California Office of the Attorney General, that the State incurs in connection with the defense of any action brought against the State challenging this Agreement or any other matter related to this Agreement or the work performed by the State under this Agreement. In addition, Lessee shall reimburse the State for any court costs and reasonable attorney fees that the State may be required by a court to pay as a result of such action. Lessee may participate in the defense of the action, but its participation shall not relieve it of its obligations under this Paragraph. The provision of this Paragraph shall not apply to any claims, litigation or other actions which may be brought by the Parties against each other and shall not apply to the extent that any such obligation is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement. Nothing in this Paragraph shall be construed to require the State to defend itself against all or any aspect of the challenge to this Agreement or work performed under this Agreement. However, Lessee may take whatever legal action is available to it to defend this Agreement or any work performed under this Agreement against any challenge by a third party, whether or not the State chooses to raise a defense against such a challenge.
7. Records – Upon five (5) business days’ notice, the State’s records relating to its costs shall be available for the Lessee’s audit in the State’s office in Sacramento. Said audit shall take place only during regular business hours of the State. Payment of costs by the Lessee shall not constitute a waiver of its rights to audit nor an acknowledgment by the Lessee of the validity of the costs that have been paid. Nothing herein shall be deemed to require the State, its consultants, other contractors and subcontractors to maintain books, records, or documents other than those usually maintained by them, provided that such books, records and documents reasonably segregate and identify the costs for which reimbursement is required hereunder. As used herein, “State’s records” include any audit of the consultant by the State or its designated representative as authorized in this Agreement.
8. The following Paragraphs in Exhibit C do not apply to this Reimbursement/Revenue Agreement; therefore, Paragraphs 4, 7, 8, 9, 10, 11, 12, 13, 15, 16, 17, 18, 19, and 20 of GTC 610, Exhibit C, are hereby waived and shall have no force or effect upon this Agreement.

SUBMITTAL E

Response to Evaluation Criteria

SUBMITTAL F

Statement of Ability to Comply with Governmental Requirements

Please Read and sign the statement below.

- 1) The undersigned is the Respondent or an authorized representative of Respondent
- 2) The undersigned has reviewed and understands the applicable governmental provisions referenced in this Request for Project Proposals.
- 3) Respondent is ready, willing, and able to comply with all applicable local, state, and federal laws.

Entity: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

SUBMITTAL G

Project Financial Pro Forma and Financial Feasibility Analysis

SUBMITTAL H

Sea Level Rise and Climate Change Adaptation Strategy

SUBMITTAL I

Short-Term and Long-Term Property Maintenance Plan and Budget

SUBMITTAL J

Commitment to Enter into a Labor Peace Agreement

Does your proposal include a visitor-serving, hospitality-based project (e.g. hotel or restaurant)?

Yes No

Please read and sign the statement below.

The undersigned is Respondent or an authorized representative of Respondent.

I, as or on behalf of Respondent, commit that Respondent will enter into a labor peace agreement for any project on the property that is determined by Commission staff to be a visitor serving hospitality-based project. Respondent will enter and provide evidence to the State Lands Commission of entry into that labor peace agreement within 60 days after the successful Respondent is notified of the award by email and before the lease is brought to the Commission for approval.

I, as or on behalf of Respondent, commit that Respondent will require each entity operating or managing the visitor-serving hospitality-based project, or any part of it, to enter into such a labor peace agreement when selected.

For purposes of this requirement, a “labor peace agreement” is a binding and enforceable agreement between a labor organization, the Respondent, and any entity operating or managing the project, or any part of it, which contains, at a minimum, provisions prohibiting the labor organization and its members from engaging in any picketing, work stoppage, boycott, or other economic interference with operations at the project.

I am willing and able to comply with these commitments.

Signature: _____

Print Name: _____

Title: _____

Entity: _____

Date: _____