

**STATE COASTAL CONSERVANCY**

**REQUEST FOR SERVICES**

**Landscape Architectural and Architectural  
Services for the San Francisco Bay Area  
Water Trail**

**San Francisco Bay Area Water Trail Program  
May 31, 2012**



**RFS – San Francisco Bay Area Water Trail Program Landscape Architectural and  
Architectural Services**

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# **RFS – San Francisco Bay Area Water Trail Program Landscape Architectural and Architectural Services**

## **I. INTRODUCTION**

The State Coastal Conservancy (Conservancy) is seeking the services of a landscape architectural or architectural consultant or consulting team (“consultant”) with a specialization in federal, state, and local (cities, counties, districts adjoining San Francisco Bay) accessibility laws and associated design parameters to assist the Coastal Conservancy in its efforts to plan for and attain programmatic accessibility for the San Francisco Bay Area Water Trail Program (Water Trail or WT).

The consultant will assist Conservancy and Water Trail staff on the basis of signed authorizations under a retainer contract for professional services with the State Coastal Conservancy. Two particular tasks (authorizations) of paramount importance have been identified and will be commenced immediately upon the completion of contractual negotiations. More detail is provided under “V. Scope of Services.”

- Task 1) Work with Conservancy and WT staff, as well as other WT project participants, to complete a Programmatic San Francisco Bay Area Water Trail Accessibility Plan (WT Accessibility Plan) before the end of 2012, and
- Task 2) Assist Conservancy and Water Trail staff to plan for the development of features at specific Water Trail sites, in consultation with and at the request of the site owner or manager, to make the site accessible to persons with physical disabilities. This task has a longer time frame and will entail site visits and some research on site enhancements that could improve the accessibility of site features directly relevant to the launching and landing of non-motorized small boats.

Other tasks will be identified and authorized as the WT program progresses. Task 2, above, in particular, will likely spawn a number of specific additional authorizations (tasks). All tasks will necessitate architectural expertise associated with the development and implementation of accessible design.

The consultant will be directed by the Conservancy project manager. The selection process will include active participation from the Water Trail Planner at the Association of Bay Area Governments (ABAG) and members of the Project Management Team (PMT) for the Water Trail. The PMT is comprised of staff of the Coastal Conservancy (lead agency), Association of Bay Area Governments (ABAG), California Department of Boating and Waterways (Cal Boating), and the San Francisco Bay Conservation and Development Commission (BCDC). The interview panel may include Advisory Committee (AC) members or others as directed by Conservancy staff.

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

- Section I: Introduction (above)
- Section II: Project Background
- Section III: Project Schedule

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- Section IV: RFS Process, Requirements (Criteria), and Schedule
- Section V: Scope of Services
- Section VI: Project Deliverables
- Section VII: Information to be Included in Submittal

Further information is included in Attachment A (Standard Contract Provisions), and may also be found online at <http://scc.ca.gov/2010/07/30/san-francisco-bay-area-water-trail/>, which is the Coastal Conservancy webpage for the Water Trail. Two documents on this website of particular relevance to this RFS are the *San Francisco Bay Area Enhanced Water Trail Plan (2011)* and the *San Francisco Bay Area Water Trail Plan Final EIR (2011)*. Interested applicants may request to have either document mailed to them in CD (DVD) format or they may request that these documents be placed on an ftp site (contact the Conservancy project manager listed below (abuell@scc.ca.gov)). A broad array of other documents relating to the WT program may be found online at the Water Trail website address listed above. Documents relevant to the planning phase for the WT may be found at [www.bcdc.ca.gov](http://www.bcdc.ca.gov).

**Submittals must be received by 12:00 p.m. (noon) on Thursday, June 14, 2012.** Seven (7) hard copies and seven (7) electronic copies (on CD, in PDF format) of the submittal should be mailed or hand-delivered to:

State Coastal Conservancy  
1330 Broadway, Suite 1300  
Oakland, CA 94612  
Attn: Ann Buell

## **II. PROJECT BACKGROUND**

This section provides a brief overview of the San Francisco Bay Area Water Trail project, planning and implementation completed to date, and a description of the main roles and responsibilities of project participants. These descriptions are followed by a summary of expected program benefits. More detailed information can be found on the Water Trail page of the Coastal Conservancy website (<http://scc.ca.gov/2010/07/30/san-francisco-bay-area-water-trail/>).

**Overview.** The San Francisco Bay Area Water Trail is a planned network of voluntarily “designated” access sites, or “trailheads,” that will make it easier for people using non-motorized small boats (NMSBs) or boards (such as kayaks, sailboards, dragon boats, and stand up paddleboards, among others) to safely enjoy the historic, scenic, cultural, and environmental richness of San Francisco Bay through single and multiple-day trips. The Water Trail is a non-regulatory program that does not own or manage any sites.

This regional, nine-county program is being implemented under the leadership of the Conservancy in close collaboration with ABAG, BCDC, and Cal Boating, (together comprising the Project Management Team), plus an Advisory Committee representing a broad range of interests and expertise. It is a voluntary program created by legislation (“The Water Trail Act,”

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2005, Hancock, AB 1296), and based upon the vision of the non-profit Bay Access, Inc. and an overarching plan developed by BCDC.

Designed to benefit trail users, site owners, and the Bay environment alike, the Water Trail program will provide a website, maps, and brochures with information about facilities at designated trailheads, safe and environmentally sound boating practices, and Bay wildlife and habitat. There is also a limited amount of grant funding for physical improvements to designated trailheads. Some of the grant funding will be applied toward the installation of signs and their associated permits. The remainder of the grant funding will be spent on site enhancement projects that will benefit the broad array of site users and boat types.

***Planning and Implementation to Date.*** Implementation of the Water Trail is guided by the Enhanced Water Trail Plan (Enhanced WT Plan) and the programmatic, Conservancy-led San Francisco Bay Area Water Trail Plan Final Environmental Impact Report (FEIR) developed under the California Environmental Quality Act (CEQA). The original draft of the Water Trail Plan (WT Plan) was developed by BCDC between 2005 and 2007 through a facilitated public process and with the benefit of input from a broad-based steering committee. The Enhanced WT Plan was adopted by the Conservancy board in 2011 at the same time that the FEIR was certified. Based on the FEIR, relatively minor changes were made to BCDC's draft WT Plan (and the finalized plan was renamed the Enhanced Water Trail Plan).

The process of site designation has just begun, with more than 100 potential trailheads being considered for inclusion into the network (see Figure 1 and Table 1). Implementation is guided by the Enhanced WT Plan, which includes 28 strategies to meet program goals. Among those strategies is the goal of making WT sites accessible. To date, two sites have been conditionally designated into the Water Trail (designation takes place at quarterly public meetings). As each site is evaluated for designation, many different factors are evaluated, including the accessibility of each site to persons with disabilities. The Enhanced WT Plan is not specific about how accessibility should be measured or accomplished, either at specific sites or for the nine-county program as a whole. The Conservancy must make the Water Trail Program accessible as a whole, even if not every site will be accessible.

Making the WT Program accessible as a whole means providing meaningful opportunities for access for NMSB use available to persons with disabilities. A comprehensive approach to meeting this goal is needed, and it must take into consideration: the WT will be implemented in nine counties, implementation must proceed in a timely manner, most potential trailheads (launch/landing sites) exist already, launch types vary in terms of facilities provided and the condition of those facilities, no sites are owned by the Water Trail, physical abilities differ among Water Trail users, facility needs differ by boat type, the natural and man-made environment varies greatly around the region, WT staff is small, there are very limited funds available to make improvements, site owners choose to seek WT trailhead designation on a voluntary basis, and the Water Trail Program has no regulatory power. Other factors which must also be taken into consideration include wildlife protection, personal and navigational boating safety, and minimizing site management issues related to maintenance of facilities.

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***Roles and Responsibilities of Project Participants.*** The Water Trail Act directed the Coastal Conservancy to “be the lead agency in the funding and development of projects implementing the San Francisco Bay Area Water Trail Plan prepared pursuant to Section 66694 of the Government Code.” It also directed the Conservancy to work collaboratively with others. The program has a PMT (mentioned above), responsible for making decisions about site designation, and an Advisory Committee, responsible for providing guidance to the PMT. A brief description is provided below (details may be found in the Enhanced WT Plan, Section 7).

### ***Project Management Team***

The Project Management team is comprised of a representative from each of the following organizations:

**Coastal Conservancy** (Ann Buell). The Coastal Conservancy is a non-regulatory state agency that uses entrepreneurial techniques to purchase, protect, restore, and enhancement coastal resource and to provide access to the shore. The Project Manager for the WT Program is a Conservancy project manager. She leads the PMT for the Conservancy and is WT staff. She also manages a Conservancy grant to ABAG (explained below).

**ABAG** (Laura Thompson and Galli Basson). ([www.abag.ca.gov](http://www.abag.ca.gov)) ABAG is a regional planning agency for the nine Bay Area counties. The Project Manager for the San Francisco Bay Trail is an ABAG employee and is the ABAG representative to the WT PMT (Laura Thompson). She works 10%-time on the Water Trail Program under the grant from the Conservancy and supervises the Water Trail Planner. She is therefore also considered WT Staff.

The Water Trail Planner (Galli Basson) works full-time at ABAG under the grant from the Conservancy and is not a PMT member but is WT Staff. She is the lead staff person for implementing the Education, Outreach, and Stewardship Program; developing the logo, website, brochure, and maps; and managing specific grants for site enhancement.

**BCDC** (Ellen Miramontes). ([www.bcdc.ca.gov](http://www.bcdc.ca.gov)) BCDC is a regulatory state agency that carries out various functions in support of conservation of the Bay’s resources and public access. A Bay Design Analyst from the Regulatory Division is the BCDC PMT member. BCDC wrote the WT Plan during the planning phase of this project. BCDC issues and manages permits for development within the shoreline band of the Bay.

**Department of Boating and Waterways (Cal Boating)** (Steve Watanabe) ([www.dbw.ca.gov](http://www.dbw.ca.gov)). Cal Boating enhances public access and safety on waterways around the state, working collaboratively and efficiently with others on issues relating to both motorized and non-motorized boating. The Chief of the Boating Facilities Division is a PMT member. Cal Boating is one of the most (if not the most) important funders of boating facilities in the state and has broad experience in both the design and construction of boat docks around the state.

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### ***Advisory Committee to the PMT***

There are 13 seats on the Advisory Committee (AC), whose role is to provide expert guidance to the PMT at the quarterly public meetings and between meetings as requested. AC members are asked to serve for two years. All interest group seats suggested by the Enhanced WT Plan are filled except for Save the Bay, which is not able to allocate staff resources to the AC at this time. AC members are a very important resource for the PMT. The interest group areas are Accessibility; Bay Access, Inc.; California Association of Harbor Masters & Port Captains; California Department of Fish and Game; California Department of Parks and Recreation; County or Local Parks; East Bay Regional Park District; Hospitality Industry; National Park Service; Outfitter/Tour Guide; Wildlife and Habitat Protection Organization (NGO); U.S. Coast Guard; U.S. Fish and Wildlife Service.

### ***Stakeholders***

All other parties in the general public are considered stakeholders. They may attend all public WT implementation meetings, for which agendas are posted on the Conservancy website at least ten days in advance of the meeting.

***Program Benefits.*** The WT is expected to provide the following benefits or address the following needs:

- Create a coordinated set of NMSB access locations allowing for single point, multiple point, and multi-day excursions
- Improve existing boat launch facilities and develop more overnight facilities, including camping, along the shoreline for NMSB users
- Promote placement of enhanced facilities and any new access locations in areas where they would provide the greatest recreational benefit and avoid or minimize significant adverse impacts to wildlife and habitat and/or agricultural operations
- Plan for increased NMSB use associated with regional population growth and changes in population demographics
- Promote safe boating practices for non-motorized small boat users
- Reduce impacts to sensitive wildlife and habitat and other resources through education of boaters
- Distribute and make available high quality information regarding NMSB access facilities through the development of educational and outreach materials, including a website, maps, brochures, and, in the future, a guidebook
- Foster stewardship of the Bay and of trailhead facilities
- Increase opportunities to recreate close to home and use public transportation rather than private vehicles (through the addition of boat storage facilities, for example)
- Streamline planning and implementation of high priority site enhancements through the programmatic Water Trail Final Environmental Impact Report (FEIR) developed under the California Environmental Quality Act (CEQA)

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- Expand the connections with other regional trail systems (Bay Trail, Ridge Trail) to include the waters of the Bay
- Reduce user conflicts among recreational users of launch sites through planning and facility design
- Develop design guidelines for NMSB facilities that address the shoreline topography of San Francisco Bay and serve NMSB users with physical disabilities
- Provide funding, publicity, and, indirectly, possible economic growth to site owners/managers through a variety of business opportunities related to water-oriented recreation (e.g., boat storage, rental concessions, nearby restaurants and hotels)

### **III. PROJECT SCHEDULE**

The contract is expected to be executed by the end of July, 2012, and complete by the end of 2014. Work will commence soon after the finalization of the contract. The initial focus of work will be on the WT Accessibility Plan, which will include and necessitate site visits around the San Francisco Bay Area. In 2013 focus will shift to the evaluation of site enhancements to benefit WT users, and the consultant will assist WT staff's efforts to implement WT site improvements consistent with the WT Accessibility Plan. Depending on the continued need for accessibility-focused architectural design services and the availability of funding, the contract may be augmented and/or extended through mutual agreement between the consultant and the Conservancy. The Water Trail program itself does not have an end date.

### **IV. RFS PROCESS, REQUIREMENTS (CRITERIA), AND SCHEDULE**

This section outlines the RFS process, the requirements (criteria) that must be met by the consultant to be considered for the proposed contract, and the schedule for consultant selection. Detailed information on the required form and content of the submittal is provided in Section VII.

#### **A. GENERAL REQUIREMENTS**

The consultant will furnish all necessary labor, facilities, equipment, and materials to perform the work. The consultant will be available to meet with Conservancy staff, as well as with Water Trail staff from ABAG and PMT members. The consultant may be asked to participate in public Water Trail Implementation Meetings (scheduled for September 6 and December 4 in 2012) and in sub-committee meetings with AC members and other community members. Further, the consultant will travel to some potential WT sites around the nine-county Bay Area (Napa, Sonoma, Solano, Alameda, Contra Costa, San Francisco San Mateo Santa Clara, and Marin) as directed by Conservancy staff. The consultant will need to provide his or her own vehicle. The consultant may subcontract preparation of portions of this work, but the entire project team should be described in this submittal and must be approved in advance by the Conservancy before any work (to be paid through the Conservancy contract) is performed.

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## B. REQUIRED KNOWLEDGE/SKILLS/EXPERIENCE

This subsection lists the required knowledge, technical skills, and the required interpersonal skills for the consultant's project manager and key staff.

### Special Certificates or Degrees

- Required: Licensed Architect or Landscape Architect in the State of California  
Desirable: Certified Access Specialist program (CAsp) certificate

### Knowledge/Skills/Experience

***Knowledge of laws related to accessibility.*** In addition to being a licensed and experienced landscape architect or architect, the consultant must be knowledgeable about and have at least five years' practical experience applying accessibility-related federal, state, and regional/local laws and regulations/requirements ("accessibility laws") that are relevant to the design of potential landing or launching sites for non-motorized small boats, and be able to converse clearly and patiently with others who do not possess this specialized knowledge about these accessibility laws and be able to provide citations for such laws as needed.

***Knowledge of environmental laws and regulations.*** The consultant must possess general knowledge of CEQA and the National Environmental Protection Act (NEPA), and specific knowledge of environmental laws and permitting requirements relevant to San Francisco Bay and its shoreline.

***Understanding of programmatic accessibility.*** An understanding of the concept of programmatic accessibility is also required; familiarity with programmatic accessibility plans developed by other public agencies or non-profit organizations is highly desirable. Creative and yet practical thinking will be needed to help guide the development and completion of the WT Accessibility Plan.

***Accessible public access and recreation planning and design experience.*** The Water Trail is concerned with site features that relate directly to Water Trail access. Other amenities may be of interest, such as concessions for food, but those features are not directly related to access. The primary focus is on the launching facilities themselves, plus the path of travel to the launching amenities of the site, restrooms, parking, boat drop off and boat storage, and other closely related features, such as safety or informational signs. The consultant must therefore have the technical skills and experience to:

- Assess the accessibility of potential WT sites and suggest ways to improve access within any constraints relevant to the site (for example, adjacency to sensitive habitat);
- Provide cost estimates for such modifications;
- Provide conceptual designs for modifications if needed

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***Excellent writing skills.*** The successful candidate must also be attentive to detail, produce high caliber written documents without typographical and grammatical errors, and work on accessibility issues with a balanced and unbiased approach.

***Work collaboratively.*** The WT is a challenging and exciting, unique, and new program. The consultant will be directed by Conservancy staff but will need to remain neutral when interacting with staff from many different agencies and organizations, as well as when conducting site assessments with land owners. Flexibility and a positive, problem-solving spirit is critical.

### **Project Manager and Key Staff**

The abilities of the Project Manager and key staff will be critical to the success of the project. The Project Manager and key staff must have demonstrated organizational skills and have a proven track record of delivering on time. In addition, the Project Manager and key staff must have excellent interpersonal, and written and oral communications skills. The Project Manager must be experienced at preparing presentations for a wide range of audiences, including the general public, and must be able to interact effectively with a wide range of stakeholders. Similarly, key staff should also be experienced with making presentations, and be able to communicate effectively with a wide range of people. References will be required for the Project Manager, and may be required for other key staff. The Conservancy prefers that the Project Manager and some of the key staff have prior direct experience working together.

### **C. OTHER REQUIREMENTS**

In addition to the skills and experience requirements outlined above, the following requirements apply:

1. Relationship of Project Manager to Lead Consultant Firm: If the submittal is by a consultant team, the Project Manager should be an employee of the lead consultant firm.
2. Commitment of Overall Project Manager: The consultant must guarantee that the Project Manager will be made available to the project for the duration of the project (unless that individual leaves the firm).
3. Project Office: The Project Manager and the lead firm's project office would preferably but not necessarily be located in the San Francisco Bay Area.
4. Contract Negotiations: The Conservancy will enter into contract negotiations with the highest-ranked consultant firm/consultant team, following submittal of qualification/statement of approach and interviews, and attempt to negotiate a contract at compensation that the Conservancy determines is fair and reasonable to the State of California. If the Conservancy is unable to do so, negotiation with that firm/team will be terminated and negotiations will then proceed in the same manner with the other firms/teams on the list in order of ranking. If the Conservancy is unable to negotiate a satisfactory contract with any of the selected firms/teams, the Conservancy may select additional firms and continue the negotiation process.
5. 10% Withholding: The consultant will be paid for its actual time and expenses up to the amount provided for each task in the final project budget. The consultant should anticipate that ten percent (10%) will be withheld on each task, until all

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work for that task is completed to the satisfaction of the Conservancy. The Conservancy must also approve all interim work products before payment.

6. Standard Contract Provisions. The retained consultant will also be expected to agree to and comply with the substantive requirements of the “Standard Contract Provisions,” provided as Attachment A.
7. Proposal Format: Detailed proposal format specifications are provided in Section VII.
8. Deliverables: All contract deliverables must be submitted in reproducible form in electronic version on CD and in hard copy (text and graphics). More detail on deliverable requirements is provided in Section VI.

### **D. RFS AND CONTRACTOR SELECTION PROCESS**

#### RFS Process

The RFS process consists of this written Request for Services, submittal of a proposal, and an interview. As noted in the introduction, **written submittals are due by 12 p.m. (noon) on June 14.**

Written questions on the RFS should be directed to:

Ann Buell  
State Coastal Conservancy  
1330 Broadway, Suite 1300  
Oakland, CA 94612  
Tel: (510) 286-0752  
Fax: (510) 286-0470  
[abuell@scc.ca.gov](mailto:abuell@scc.ca.gov)

Questions related to the proposal will be accepted in writing only (e-mail, fax, or regular mail). Questions and responses will be compiled periodically and sent by e-mail to those who have been sent this RFS or otherwise have indicated that they will be applying so that all may benefit equally from the responses.

#### Contractor Selection Process

ABAG, BCDC, and Cal Boating and other project collaborators will assist the Conservancy in the evaluation of proposals and selection of the consultant. Reviewers will rank the submittals received. The Conservancy may request supplemental information and will conduct interviews with the top firms/teams. Final ranking will be a combination of the assessment of the written submittal and the interview.

The consultant will be hired under contract to the Conservancy. The Conservancy will attempt to negotiate a contract with the best-qualified firm/team at compensation that the Conservancy determines is fair and reasonable to the State of California. If the Conservancy is unable to do so, negotiation with that firm/team will be terminated and negotiations will then proceed in the

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same manner with the other firms/teams on the list in order of ranking. If the Conservancy is unable to negotiate a satisfactory contract with any of the selected firms/teams, the Conservancy may select additional firms and continue the negotiation process.

The interview will last approximately 60 minutes; 15 minutes have been set aside for the presentation by the consultant. The consultant firm/team may bring a maximum of four (4) people to the interview. The proposed Project Manager must be present. Key staff need to be present if at all possible.

Potential contractors will be ranked based on the following factors.

Demonstrated competence, including:

- Specialized qualifications for the services to be performed, as described throughout this RFS, but most specifically in this Section IV;
- The consultant's past experience with similar projects;
- The education and experience of key personnel, including the Project Manager;
- The consultant's management approach including the consultant's ability to stay on schedule; and

Overall quality of the consultant as reflected in the submittal, including:

- The clarity and completeness of the written submittal;
- The nature and quality of the consultant's past completed work;
- The longevity of the consultant's firm and amount of staff turnover.

After reviewers assess these factors, the Conservancy will take into consideration the following:

- Small business status of the contractor submitting a response;
- Disabled Veteran Business Enterprise (DVBE) status of the contractor submitting a response;
- The good faith effort of the contractor to subcontract with DVBEs. "Good faith effort" means that a contractor has taken all of the following steps: (a) made contact with the Conservancy to identify DVBEs; (b) made contact with other state and federal agencies and with local DVBE organizations to identify DVBEs; (c) advertised in trade papers and papers focusing on DVBEs unless the Conservancy's time limits do not allow; (d) submitted to DVBEs invitations to bid or other offers to contract; and (e) considered available DVBEs.

The factors listed above will be considered as deciding factors in the instance of a tie. Small businesses and DVBEs must be certified as such by the State Department of General Services – Office of Small Business and DVBE certification prior to selection. See <http://www.dgs.ca.gov/Default.aspx?alias=www.dgs.ca.gov/pd> for more information.

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

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**E. SCHEDULE**

Interviews are expected to take place at the Coastal Conservancy on one day between June 25 and 27. We will seek a date that works for all parties. Negotiations and final execution of the contract could vary somewhat from the schedule below.

<b>TASK</b>	<b>Duration</b>	<b>Start Date</b>	<b>End Date</b>
	<b>Work Days</b>		
Release Request for Services to Consulting Firms	1 day	May 31	May 31
Consultant Proposal/Qualifications Submittal Period	10 days	May 31	June 14
<b>Consultants' Written Submittal Due</b>	1 day	June 14	June 14
Evaluate Consultants' Written Submittals, Rank Consultants, Notify	4 days	June 15	June 20
Interview Preparation Period for Consultants	5 days	June 20	June 25-27
<b>Conduct Interviews</b>	1 day	<b>June 25-27</b>	<b>June 25-27</b>
Determine Selected Consultant and Notify	3 days	June 28	July 2
Negotiate Contract with Selected Consultant	6 days	July 2	July 10
Finalize and Execute Contract	11 days	July 10	July 24

**V. SCOPE OF SERVICES**

The contract for landscape architectural and architectural professional services will be a retainer contract. The first two tasks are known and are generally described below. More details with a budget and schedule will be included in an authorization to proceed with each task. Anticipated additional tasks are expected but are currently unknown.

**Task 1.** Assist Conservancy and Water Trail staff to finish the development of the WT Accessibility Plan. This task is critical and urgent and will require the consultant to be especially available to Conservancy staff during the first two months of the contract. Development of the WT Accessibility Plan will be made with input from the PMT, AC, and WT stakeholders through meetings and written communication. This task will include some research on other similar accessibility programs, and research on site amenities that would make sites easier to access by persons with disabilities, depending on boat type and site features. It will also require travel to various sites around the San Francisco Bay Area. This task should be completed by the end of 2012.

**Task 2.** Assist Conservancy and Water Trail staff and through Water Trail staff a variety of Water Trail site owners and managers to plan for and develop features at Water Trail sites to make them accessible to persons with physical disabilities. This task has a longer time frame (2013 - 2014) and includes the following sub-tasks:

- 1) Assess the physical features of potential Water Trail sites, as directed by Conservancy staff, for barriers to access by persons with disabilities, limiting assessment to Water Trail-related aspects of the site, such as path of travel, parking area, restrooms, gangway, and dock.

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- 2) List barriers to access along with suggested improvements that would essentially eliminate those barriers.
- 3) Make suggestions for site enhancements that would increase accessibility without reducing or precluding access by other site users and/or other boat types.
- 4) Provide cost estimates for barrier removal and/or site enhancements.
- 5) Suggestions for barrier removal or site enhancements must be made within the context of the site's location, taking into consideration the natural environment (wave surges, wind, boat wakes, and so on).
- 6) Suggested site enhancements must be consistent with current building codes, local ordinances, and federal, state, and local accessibility laws and regulations.

**Task 3.** Other services as needed and authorized. There is no particular limit on the number of authorizations under the retainer contract.

The total amount of this retainer contract may be augmented or the term extended through a formal contract amendment if services beyond those estimated in the original contract are needed and funding is available.

### **VI. PROJECT DELIVERABLES**

Project deliverables will be specifically listed and described within each authorization for work. Generally speaking, they will include draft and final documents related to the WT Accessibility Plan, assessments of specific sites, cost estimates, graphics illustrating suggested improvements, and any core documents related to accessibility that would assist Conservancy and WT Staff as they manage the program.

Project maps, graphics, and drawings will be delivered in hard copy and/or PDF format, as requested by the Conservancy project manager and detailed in each authorization. Some deliverables may need to be delivered in alternate digital formats that will be ready for accessible website viewing.

### **VII. INFORMATION TO BE INCLUDED IN SUBMITTAL**

The total page limit for the body of the submittal is 10 pages, divided as follows and described below:

- Team Organization (2 pages)
- Approach (6 pages)
  - Understanding of Project/Key Issues
  - Technical Approach
  - Management Approach
- Qualifications (2 pages)

In addition, the submittal should include the following (described in more detail below), which do not count towards the 10-page limit:

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- Up to 5 Resumes, no more than 2 pages each
- Up to 7 Relevant Project Descriptions, no more than 2 pages each
- Anticipated Utilization for Each Firm/Office, 1 page

Submittals should be single-spaced and double-sided (oversize pages and figures excepted) on 8.5-inch by 11-inch format. Oversize pages should not exceed 11-inch by 17-inch format, and should be folded to fit the 8.5-inch by 11-inch overall format. Page limitations are based on each side of a sheet of paper counting as one page (i.e., a 10-page double-sided section consists of 5 sheets of paper).

The submittals should be organized so that the information requested below is clearly identified for the reviewer. However, the submittals need not present the information in the order provided below. The organization of the requested sections is left to the consultant's discretion. Incomplete submittals (i.e., submittals not providing all of the information requested below) and incorrectly formatted submittals (for example, submittals that do not follow the requirements established for certain items such as project descriptions) may be rejected.

### **A. TEAM ORGANIZATION**

The page limit for this section, including the project organization chart, is 2 pages. This section should include the following information:

- Description of how your project team (whether consisting of staff from one firm exclusively, or of multiple firms) will be organized. Please identify the Project Manager and key staff by name and physical location (and firm affiliation, if appropriate), and provide a project organization chart showing how your team is organized.
- Three references for the Project Manager that can substantiate the Project Manager's ability to deliver the requested products on time and within budget. The Project Manager need not be a technical expert, but must be an expert Project Manager.
- For consultant teams, please specify whether firms have worked together on projects in the past, and provide a brief listing of the projects and the firms that worked on the projects.
- Longevity of firm and amount of turnover (for teams, please provide this information for each member of the team). Indicate the length of time Project Manager and key staff have been with the firm.

### **B. APPROACH**

The page limit for this section is 6 pages. Please describe your (team's) approach to addressing the technical and logistical challenges posed by this project. You must describe your:

## **RFS – San Francisco Bay Area Water Trail Program Landscape Architectural and Architectural Services**

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

Please include the information requested in the subsections, below.

### Understanding of the Project/Key Issues

Please describe your understanding of the accessibility needs of the Water Trail project and what specifically is called for in developing the WT Accessibility Plan and in assessing individual sites. Please include both technical and logistical issues in your discussion, and describe why you believe these issues are the critical issues.

### Technical Approach

Please describe how you would accomplish the technical work to be conducted as part of this contract (development of accessibility plan, assessment of barriers, and suggestions for improved accessibility). Please address the following general issues as part of your response:

- What are the legal requirements and what is needed to meet them.
- How can meaningful opportunities for accessible public access to Water Trail sites be achieved over a nine-county area in which most sites exist, no sites are owned by the Water Trail, physical abilities differ among Water Trail users, facility needs differ by boat types, and there are very limited funds needed to make improvements. To be taken into consideration as well: ensuring wildlife protection, boater safety, and minimizing site management issues related to maintenance of facilities.

### Management Approach

The discussion should include project communications with Conservancy staff, WT staff, and other project stakeholders, including an accessibility subcommittee that the Conservancy expects to form. It should include a description of the process you intend to use to ensure that schedules are met, and budgets are effectively controlled. Please provide any examples of how you have met this challenge in the past on other projects, especially projects that were subject to stakeholder involvement and conflicting project objectives.

How will you ensure that the Project Management Team is kept fully informed of relevant information and has a full understanding of the key issues affecting each decision?

How will you ensure continuity of project staff for this project?

Who will act as a back-up for the Project Manager if s/he is unavailable (e.g., due to vacation, illness, or a personal emergency?)

How will you ensure that the needed schedule can be met?

How do you track project schedules, and forecast changes to the project completion date resulting from changes in completion dates for interim deliverables?

## **C. QUALIFICATIONS**

Please describe the qualifications of your firm/team as they apply to this contract (2-page limit). Explain how the firm/team has obtained the required expertise relevant to the various technical

## **RFS – San Francisco Bay Area Water Trail Program Landscape Architectural and Architectural Services**

tasks. This section should include a brief overview of each firm on the team and a biographical sketch for the Project Manager and all key staff.

Resumes and relevant project descriptions should be provided in an appendix. Resumes should only be provided for the Project Manager and key staff. Individual resumes must be no more than 2 pages in length.

The project descriptions must contain the following information:

- value of contract to consultant(s)
- specific description of what the firm(s) did on the project
- client name and contact information
- project description/background
- staff who worked on project who are key staff identified in the submittal (including the Project Manager).

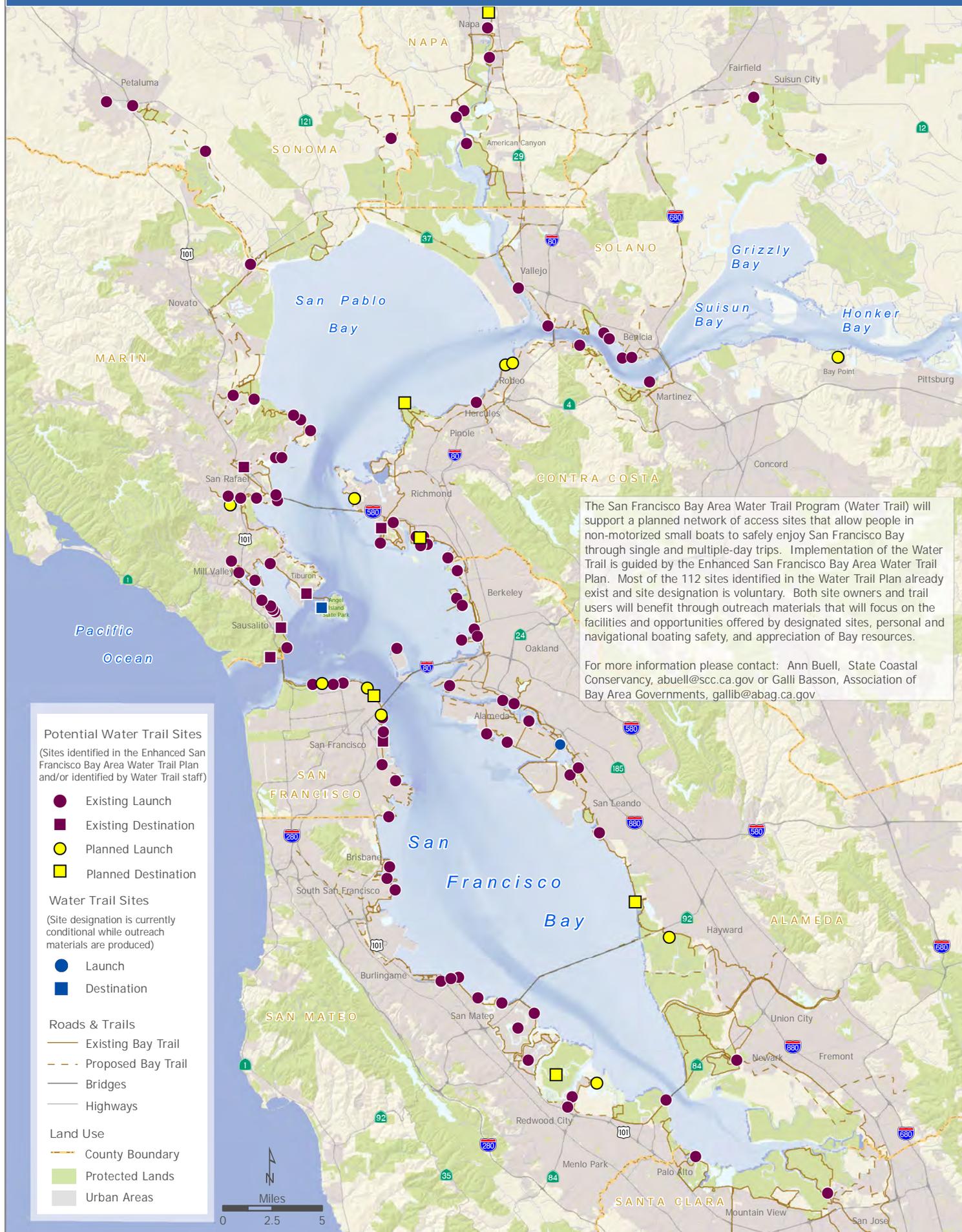
### Anticipated Utilization of each Team /Office (%)

Describe the anticipated level of effort (utilization) for each firm's office that will be used on this contract in narrative as well as in percentage format.

Figure 1

# San Francisco Bay Area Water Trail

A network of access sites for non-motorized small boats around San Francisco Bay



**FIGURE 3.6.5-1: VISUAL CHARACTER OF WT SITES AS SEEN FROM LAND**

Figure 3.6.5-1a. Highly developed site: marina with ramp, floats and commercial kayak rentals (City Kayak, South Beach, San Francisco)



Figure 3.6.5-1b. Highly developed site: marina with ramp and float (Petaluma Marina)



Figure 3.6.5-1c. Relatively undeveloped site in waterfront park: ramp with floats (Doolittle Dr. MLK Shoreline Park, Oakland)



Figure 3.6.5-1d. Beach launch inaccessible when tide is out (Middle Harbor Park, Port of Oakland)



Figure 3.6.5-1e. Wheelchair-accessible boat ramp (Pier 1½, San Francisco)



Figure 3.6.5-1f. ADA-compliant bathroom (Middle Harbor Park, Oakland)

TABLE 2.3.2-1 WATER TRAIL BACKBONE SITES

Site I.D.	Site Name	E/P, L/D*1	HOS?	Ownership*2	City/County	Launch Type	General Site Category	Manager
Alameda County								
A1	Albany Beach	EL		public	Albany	sand beach	waterfront park	East Bay Regional Park Service (EBRPD)
A2	Berkeley Marina, Ramp	EL	Y	public	Berkeley	ramp	marina/harbor	Berkeley Marina, Harbormaster
A4	Point Emery	EL		public	Emeryville	sand beach	waterfront park	City of Emeryville
A5	Shorebird Park	EL		public	Emeryville	pebble beach	waterfront park	City of Emeryville
A6	Emeryville City Marina	EL	Y	public	Emeryville	ramp	marina/harbor	City of Emeryville
A8	Middle Harbor Park	EL	Y	public	Oakland	sand beach	waterfront park	EBRPD/Port of Oakland
A9	Jack London Square/CCK	EL	Y	public	Oakland	float	public boat launch ramp/float	City of Oakland
A11	Estuary Park/Jack London Aquatic Center	EL	Y	public	Oakland	ramp, float	waterfront park	C. of Oak., Parks and Rec./ Jack London Aq. Cen.
A12	Grand Avenue Boat Ramp	EL	Y	public	Alameda	ramp, float	public boat launch ramp/float	City of Alameda
A14	Robert Crown Memorial State Beach	EL	Y	public	Alameda	sand beach	waterfront park	EBRPD
A15	Encinal Launching and Fishing Facility	EL	Y	public	Alameda	ramp, float	public boat launch ramp/float	City of Alameda
A18	Doolittle Drive; Airport Channel	EL		public	Oakland	ramp	waterfront park	EBRPD
A20	San Leandro Marina	EL	Y	public	San Leandro	ramp, float	marina/harbor	San Leandro Marina, Harbormaster
A22	Eden Landing Ecological Reserve	PL		public	Hayward	planned ramp	refuge/reserve	CA Dept of Fish and Game
A24	Jarvis Landing	EL		private	Newark	ramp	privately owned (business)	US Fish and Wildlife Service/ Cargill
A25	Tidewater Boathouse	PL		public	Oakland	planned float	public boat launch ramp/float	EBRPD
A26	Berkeley Marina, Small Boat Launch	EL	Y	public	Berkeley	dock	public boat launch ramp/float	Berkeley Marina, Harbormaster
A27	Coyote Hills	PD		public	Fremont	N/A	refuge/reserve	EBRPD/Alameda Co. Flood Control
A28	Elmhurst Creek	EL		public	Oakland	creek bank	public access area	EBRPD
A30	Hayward's Landing	PD		public	Hayward	N/A	refuge/reserve	EBRPD

TABLE 2.3.2-1 WATER TRAIL BACKBONE SITES

Site I.D.	Site Name	E/P, L/D*1	HOS?	Ownership*2	City/County	Launch Type	General Site Category	Manager
Contra Costa County								
CC1	Martinez Marina	EL	Y	public	Martinez	ramp, float	marina/harbor	City of Martinez; Westrec
CC2	Carquinez Strait Reg. Shoreline (Eckley Pier)	EL	Y	public	Martinez	pebble beach	waterfront park	EBRPD
CC5	Rodeo Marina	PL		private	Contra Costa County	no access	marina/harbor	Bennett's Marina, Harbormaster
CC6	Pinole Bay Front Park	EL	Y	public	Pinole	pebble beach	waterfront park	City of Pinole
CC8	Point Molate Beach Park	PL		restricted	Richmond	N/A	waterfront park	City of Richmond
CC9	Keller's Beach	ED	Y	public	Point Richmond	sand beach	waterfront park	EBRPD
CC10	Ferry Point	EL	Y	public	Point Richmond	sand beach	waterfront park	EBRPD
CC11	Boat Ramp Street Launch Area	EL		public	Richmond	ramp	public boat launch ramp/float	City of Richmond
CC14	Richmond Municipal Marina	EL	Y	public	Richmond	ramp, float	marina/harbor	City of Richmond, Westrec
CC15	Marina Bay Pk. & Rosie the Riveter Memorial	EL		public	Richmond	riprap, dirt beach	waterfront park	City of Richmond, owned by National Park Service (NPS)
CC16	Shimada Friendship Park	EL	Y	public	Richmond	steps	waterfront park	City of Richmond
CC17	Barbara & Jay Vincent Park	EL	Y	public	Richmond	sand beach	waterfront park	City of Richmond
CC19	Point Isabel Regional Shoreline	EL	Y	public	Richmond	dirt beach	waterfront park	EBRPD
CC20	SS Red Oak Victory	PD		private	Richmond	ship	privately owned (business)	SS Red Oak Vict. and Richm. Mus. of History
CC21	Point Pinole	PD		public	Pinole	N/A	waterfront park	EBRPD
CC22	Bay Point Regional Shoreline	PL		public	Contra Costa County	N/A	waterfront park	EBRPD
CC23	Rodeo Beach	PL		public	Contra Costa County	sand beach	waterfront park	EBRPD
Marin County								
M1	Kirby Cove	ED	Y	public	Sausalito	pebble beach	waterfront park	NPS, Golden Gate National Recreation Area
M2	Horseshoe Cove	EL	Y	public	Sausalito	sand beach	waterfront park	NPS, Golden Gate National Recreation Area
M3	Swede's Beach	ED		public	Sausalito	sand beach	waterfront park	City of Sausalito, Dept of Parks and Rec

TABLE 2.3.2-1 WATER TRAIL BACKBONE SITES

Site I.D.	Site Name	E/P, L/D*1	HOS?	Ownership*2	City/County	Launch Type	General Site Category	Manager
M4	Turney Street Public Boat Ramp	EL		public	Sausalito	ramp	public boat launch ramp/float	City of Sausalito, Dept of Parks and Rec
M5	Dunphy Park	EL	Y	public	Sausalito	pebble beach	waterfront park	City of Sausalito, Dept of Parks and Rec
M6	Schoonmaker Point	EL	Y	public	Sausalito	sand beach	waterfront park	Schoonmaker Point Marina, Harbormaster
M8	Clipper Yacht Harbor	EL		private	Sausalito	ramp	marina/harbor	Clipper Yacht Harbor, Harbormaster
M10	Shelter Point Business Park	EL	Y	public	Mill Valley	float	public boat launch ramp/float	City of Mill Valley, Dept of Parks and Rec
M11	Bayfront Park	EL	Y	public	Mill Valley	dirt beach, float	waterfront park	City of Mill Valley, Dept of Parks and Rec
M13	Brickyard Park	EL		public	Strawberry	dirt beach	waterfront park	Strawberry Recreation District
M16	Richardson Bay Park/ Blackie's Pasture	EL		public	Tiburon	sand beach	waterfront park	City of Tiburon
M17	Angel Island State Park	ED	Y	public	Marin County	sand beach	waterfront park	CA Dept of Parks and Rec
M19	Sam's Anchor Café	ED		private	Tiburon	float	privately owned (business)	Sam's Anchor Café
M25	Higgins Dock	PL		public	Corte Madera	no access	public boat launch ramp/float	City of Larkspur
M27	Bon Aire Landing	EL		public	Larkspur	float	public boat launch ramp/float	City of Larkspur
M28	Marin Rowing Association Boathouse	EL		public	Larkspur	float	public boat launch ramp/float	City of Larkspur
M29	Remillard Park	EL		public	Larkspur	pebble beach	waterfront park	City of Larkspur
M30	San Quentin	EL		public	San Rafael	sand beach	waterfront park	County of Marin
M31	Jean & John Starkweather Shoreline Park	EL		public	San Rafael	sand beach	waterfront park	City of San Rafael
M33	Harbor 15 Restaurant	ED		private	San Rafael	ramp	privately owned (business)	Harbor 15 Restaurant
M35	Loch Lomond Marina: Ramp	EL	Y	private	San Rafael	ramp	marina/harbor	Loch Lomond Marina
M36	Loch Lomond Marina: Beach	EL	Y	private	San Rafael	dirt beach	marina/harbor	Loch Lomond Marina
M38	McNear's Beach	EL	Y	public	San Rafael	sand beach	waterfront park	County of Marin
M39	China Camp State Park	EL	Y	public	San Rafael	sand beach	waterfront park	CA Dept of Parks and Rec
M40	Bull Head Flat	EL	Y	public	San Rafael	pebble beach	waterfront park	CA Dept of Parks and Rec
M41	Buck's Landing	EL		private	San Rafael	float	privately owned (business)	Buck's Landing

TABLE 2.3.2-1 WATER TRAIL BACKBONE SITES

Site I.D.	Site Name	E/P, L/D*1	HOS?	Ownership*2	City/County	Launch Type	General Site Category	Manager
M43	John F. McInnis Park	EL		public	San Rafael	float	waterfront park	County of Marin
M47	Black Point Boat Launch	EL	Y	public	Novato	ramp, float	public boat launch ramp/float	County of Marin
Napa County								
N1	Cutting's Wharf	EL	Y	public	Napa County	ramp, float	public boat launch ramp/float	Napa County
N2	JFK Memorial Park	EL	Y	public	Napa	ramp, float	waterfront park	City of Napa
N6	Napa Valley Marina	EL	Y	private	Napa	ramp	marina/harbor	Napa Valley Marina
N7	Green Island Boat Launch Ramp	PL		public	American Canyon	ramp	public boat launch ramp/float	CA Dept of Fish and Game
N8	Riverside Drive Launch Ramp	EL		public	Napa	ramp	public boat launch ramp/float	City of Napa
Santa Clara County								
SC2	Alviso Marina	PL		public	San Jose	planned ramp	waterfront park	County of Santa Clara
SC3	Palo Alto Baylands Launching Dock	EL	Y	public	Palo Alto	ramp, float	waterfront park	City of Palo Alto
San Francisco County								
SF1	Candlestick Point State Recreation Area	EL	Y	public	San Francisco County	sand beach	waterfront park	CA Dept of Parks and Rec
SF2	India Basin Shoreline Park	EL	Y	public	San Francisco	pebble beach	waterfront park	San Francisco Dept of Parks and Rec
SF4	Islais Creek	EL		public	San Francisco	pebble beach	waterfront park	Port of San Francisco
SF6	The "Ramp"	ED		private	San Francisco	ramp	privately owned (business)	Ramp Restaurant
SF7	Pier 52 Boat Launch	EL	Y	public	San Francisco	ramp	public boat launch ramp/float	Port of San Francisco
SF8	South Beach Harbor (AKA Pier 40)	EL		private	San Francisco	float	marina/harbor	South Beach Harbor, Harbormaster
SF9	Treasure Island	EL		public	San Francisco	ramp	public access area	Treasure Island Development Authority for the City of San Francisco (recheck – as of Jan 2010 still owned by Navy)(
SF10	Aquatic Park	EL	Y	public	San Francisco	sand beach	waterfront park	NPS, San Francisco Maritime National Historical Park

TABLE 2.3.2-1 WATER TRAIL BACKBONE SITES

Site I.D.	Site Name	E/P, L/D*1	HOS?	Ownership*2	City/County	Launch Type	General Site Category	Manager
SF11	Gas House Cove (aka Marina Green)	EL		public	San Francisco	float	marina/harbor	City of San Francisco
SF12	Crissy Field	EL	Y	public	San Francisco	sand beach	waterfront park	NPS, Golden Gate National Recreation Area
SF13	Brannan St Wharf	PL		N/A	San Francisco	N/A	public boat launch ramp/float	Port of San Francisco
SF14	Northeast Wharf Park	PL		N/A	San Francisco	N/A	waterfront park	Port of San Francisco
San Mateo County								
SM2	Ravenswood Open Space Preserve	EL		public	Menlo Park	sand beach	waterfront park	Midpeninsula Regional Open Space District
SM4	Redwood City Municipal Marina	EL	Y	public	Redwood City	ramp	marina/harbor	Port of Redwood City, Harbormaster
SM6	Docktown Marina	EL		private	Redwood City	ramp	marina/harbor	Docktown Marina, Harbormaster
SM9	Redwood Shores Lagoon	EL		private	Redwood Shores	dirt beach	waterfront park	Redwood Shores
SM11	Beaches on the Bay	EL		public	Foster City	sand beach	waterfront park	Foster City
SM12	Foster City Lagoon Boat Park	EL		public	Foster City	ramp	waterfront park	Foster City
SM13	East 3rd Ave	EL	Y	public	Foster City	sand beach	waterfront park	City of San Mateo
SM16	Seal Point Park	EL	Y	public	San Mateo	ramp	waterfront park	City of San Mateo
SM17	Coyote Point, Marina	EL	Y	public	San Mateo	ramp	marina/harbor	County of San Mateo, Parks and Rec Dept
SM18	Old Bayshore Highway	EL		public	Burlingame	sand beach, riprap	public access area	N/A
SM20	Colma Creek/Genentech	EL		public	So San Francisco	creek bank	public access area	N/A
SM21	Oyster Point Marina	EL	Y	public	So San Francisco	sand beach, ramp, float	marina/harbor	San Mateo County Harbor District
SM22	Brisbane Marina	EL	Y	public	Brisbane	riprap	marina/harbor	City of Brisbane
SM23	Coyote Point, Beach	EL	Y	public	San Mateo	sand beach	waterfront park	County of San Mateo, Parks and Rec Dept
SM24	Westpoint Marina	PL		private	Redwood City	ramp	marina/harbor	Westpoint Marina
SM25	Corkscrew Slough Viewing Platform	PD		public	Redwood City	dock	refuge/reserve	US Fish and Wildlife Service

TABLE 2.3.2-1 WATER TRAIL BACKBONE SITES

Site I.D.	Site Name	E/P, L/D*1	HOS?	Ownership*2	City/County	Launch Type	General Site Category	Manager
Solano County								
So1	Brinkman's Marina	EL	Y	public	Vallejo	ramp, float	public boat launch ramp/float	City of Vallejo
So2	California Maritime Academy	EL		public	Vallejo	ramp	public boat launch ramp/float	CA Maritime Academy (SF State University)
So5	Belden's Landing	EL	Y	public	Fairfield	ramp, float	public boat launch ramp/float	Solano County
So7	Matthew Turner Park	EL	Y	public	Benicia	pebble beach	waterfront park	City of Benicia, Parks and Comm. Serv.
So8	West 9th Street Launching Facility	EL	Y	public	Benicia	ramp, float	waterfront park	City of Benicia, Parks and Comm. Serv.
So9	Benicia Point Pier	EL	Y	public	Benicia	pebble beach	waterfront park	City of Benicia, Parks and Comm. Serv.
So10	Benicia Marina	EL	Y	public	Benicia	ramp	marina/harbor	Benicia Marina, Harbormaster
So12	Suisun City Marina	EL	Y	public	Suisun City	ramp, float	marina/harbor	Suisun City
Sonoma County								
Sn3	Hudeman Slough	EL		public	Sonoma County	ramp, float	public boat launch ramp/float	Sonoma County Regional Parks Department
Sn5	Papa's Taverna/ Lakeville Marina	EL	Y	private	Petaluma	ramp	privately owned (business)	Papa's Taverna; Lakeville Marina, Harbormaster
Sn6	Petaluma Marina	EL	Y	public	Petaluma	ramp	marina/harbor	Petaluma Marina, Harbormaster
Sn7	Petaluma River Turning Basin	EL		public	Petaluma	float	public boat launch ramp/float	N/A
*1	ED = Existing Destination							
	EL = Existing Launch							
	PD = Planned Destination							
	PL = Planned Launch							
	N/A = Information not available							
*2	Use of private sites by NMSBs is strictly at the discretion of the site owner, and subject to all conditions imposed by the site owner (e.g., may require patronage of a business).							

**ATTACHMENT A: STANDARD CONTRACT PROVISIONS**

**WORK PRODUCTS**

The contractor hereby assigns to the Conservancy and the Conservancy accepts the assignment of all rights and interest in all material, data, information, and written, graphic or other work produced under this contract, including, without limitation, any right to copyright, patent or trademark the work.

The contractor shall include in any contract with a third party for work under this contract a provision that preserves the rights created by the first paragraph of this section, and that identifies the Conservancy as a third-party beneficiary of that provision.

Pursuant to Government Code section 7550, any document or written report that is produced under this contract at a cost of greater than \$5,000 shall contain a separate section disclosing all contracts and subcontracts related to the production of the document or written report., including the contractor or subcontractor name, contract number, and total amount of the contract or subcontract.

**EXPENDITURE OF FUNDS AND ALLOCATION OF FUNDING AMONG BUDGET ITEMS**

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The contractor shall expend funds in the manner described in the budget included under the “SCOPE OF CONTRACT” section, above. The allocation of funds among the items in the budget may vary by as much as ten percent without approval by the Executive Officer. Any difference of more than ten percent must be approved in writing by the Executive Officer. The Conservancy may withhold payment for changes in particular budget items which exceed the amount allocated in the approved budget by more than ten percent and which have not received the approval required above. The total amount of this contract may not be increased except by amendment to this contract. Any increase in the funding for any particular budget item shall mean a decrease in the funding for one or more other budget items unless there is a written amendment to this contract.

**INDEMNIFICATION AND HOLD HARMLESS**

The contractor shall be responsible for, indemnify and save harmless the Conservancy, its officers, agents and employees from any and all liabilities, claims, demands, damages, or costs, including without limitation litigation costs and attorneys fees, resulting from or arising out of the willful or negligent acts or omissions of the contractor, its officers, agents, subcontractors and employees, or in any way connected with or incident to this contract, except for the active negligence of the Conservancy, its officers, agents or employees. The duty of the contractor to indemnify and save harmless includes the duty to defend as set forth in Civil Code section 2778.

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The contractor waives any and all rights to any type of express or implied indemnity or right of contribution from the State, its officers, agents or employees, for any liability resulting from, growing out of, or in any way connected with or incident to this contract.

**INSURANCE**

Throughout the term of this contract, the contractor shall procure and maintain insurance, as specified in this section, against claims for injuries to persons or damage to property that may arise from or in connection with any activities by the contractor or its agents, representatives, employees, or subcontractors associated with the project undertaken pursuant to this contract.

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:
  - a. Insurance Services Office (“ISO”) Commercial General Liability coverage (occurrence Form CG 0001) **or** ISO Comprehensive General Liability form (1973) or comparable with Broad Form Comprehensive General Liability endorsement.
  - b. Automobile Liability coverage - ISO Form Number CA 0001, Code 1 (any auto).

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- c. Workers' Compensation insurance as required by the Labor Code of the State of California.
- d. Errors and Omissions Liability insurance appropriate to the contractor's profession.

2. Minimum Limits of Insurance. The contractor shall maintain limits no less than:

- a. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to the activities under this contract or the general aggregate limit shall be twice the required occurrence limit.  
*(Including operations, products and completed operations, as applicable)*
- b. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- c. Errors and Omissions: \$1,000,000 per occurrence.

3. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Executive Officer.

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4. Required Provisions. Each insurance policy required by this section shall be endorsed to state that coverage shall not be canceled by either party, except after thirty days' prior written notice by certified mail, return receipt requested, has been given to the Conservancy. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
- a. The State of California, its officers, agents and employees are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the contractor including materials, parts or equipment furnished in connection with such work or operations.
  - b. For any claims related to this contract, the contractor's insurance coverage shall be primary insurance as respects the State of California, its officers, agents and employees.
  - c. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of section 2782 of the Civil Code.

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5. Acceptability of Insurers. Insurance is to be placed with insurers admitted to transact business in the State of California and having a Best's rating of "B+" or better or, in the alternative, acceptable to the Conservancy and approved in writing by the Executive Officer.
  
6. Subcontractors. The contractor shall include all subcontractors as insureds under its policies or shall require each subcontractor to provide and maintain coverage consistent with the requirements of this section.
  
7. Verification of Coverage. The contractor shall furnish the Conservancy with original certificates, in the form attached as Exhibit \_\_\_ to this contract, and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Executive Officer before work commences. The Conservancy reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage, at any time.
  
8. Premiums and Assessments. The Conservancy is not responsible for premiums and assessments on any insurance policy.
  
9. Claims Made. If errors-and-omissions coverage is written on a claims-made form:

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- a. The “Retro Date” must be shown, and must be before the date of this contract or the beginning of work.
  
- b. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the work.
  
- c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a “Retro Date” prior to the effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five years after completion of the work under this contract.
  
- d. A copy of the claims reporting requirements must be submitted to the Executive Officer for review.]

**NONDISCRIMINATION**

During the performance of this contract, the contractor and its subcontractors shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, ethnic group identification, physical disability (including HIV and AIDS), mental disability, medical condition, marital status, age (over 40) or sexual orientation (Government Code section 12940). The contractor and its subcontractors also shall not unlawfully deny a request for or take unlawful action against any individual because of the exercise of rights related to family-care leave (Government Code sections 12945.1 and 12945.2). The contractor and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination, harassment and unlawful acts.

Pursuant to Government Code section 12990, the contractor and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900 et seq.) and the applicable regulations (California Code of Regulations, Title 2, section 7285.0 et seq.). The regulations of the Fair Employment and Housing

**MODEL CONTRACT FOR PROFESSIONAL SERVICES 09/10**

Commission regarding contractor Nondiscrimination and Compliance (Chapter 5 of Division 4 of Title 2 of the California Code of Regulations) are incorporated into this contract by this reference.

The 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. This nondiscrimination clause shall be included in all subcontracts entered into by the contractor to perform work provided for under this contract.

**[Add the following section if the contract total is \$100,000 or more (need to add if amendment creates total consideration of \$100,000 or more):]**

**NONDISCRIMINATION IN PROVISION OF BENEFITS - DOMESTIC PARTNERS**

The contractor certifies that it is in compliance with Public Contract Code section 10295.3, which prohibits discrimination in the provision of benefits as between the contractor's employees with spouses and its employees with domestic partners and as between the domestic partners of its employees and the spouses of its employees.

**AUDITS/ACCOUNTING/RECORDS**

The contractor shall maintain financial accounts, documents, and records (collectively, "records") relating to this contract, in accordance with the guidelines of "Generally Accepted Accounting Principles" published by the American Institute of Certified Public Accountants. The records shall include, without limitation, evidence sufficient to reflect properly the amount, receipt, deposit, and disbursement of all funds related to the services that the contractor is providing, and time and effort reports. The contractor shall maintain adequate supporting records in a manner that permits tracing of transactions from the invoices to the accounting records and to the supporting documentation.

The contractor shall retain these records for three years following the date of final disbursement by the Conservancy under this contract, regardless of the termination date. The records shall be subject to examination and audit by the Conservancy and the Bureau of State Audits during this period.

Additionally, the Conservancy or its agents may review, obtain, and copy all records relating to performance of the contract. The contractor shall provide the Conservancy or its agents with any relevant information requested and shall permit the Conservancy or its agents access to the contractor's premises, upon reasonable notice, during normal business hours, to interview employees and inspect and copy books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this contract and any applicable laws and regulations. The

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contractor shall maintain these records for a period of three years after final payment under the contract.

If the contractor retains any subcontractors to accomplish any of the work of this contract, the contractor shall first enter into a contract with each subcontractor requiring the subcontractor to meet the terms of this section and to make the terms applicable to all lower-tier subcontractors.

The Conservancy may disallow all or part of the cost of any activity or action that it determines to be not in compliance with the requirements of this contract.

**INDEPENDENT CONTRACTOR STATUS**

The contractor shall maintain its status as an independent contractor as defined in section 3353 of the California Labor Code. To this end, the contractor shall be under the control of the State, acting through its agent, the Conservancy, but only as to the results of its work and not as to the means by which the results are accomplished.

**[Include the following section unless the performance of the contract will not involve any purchase or use of computer software:]**

**COMPUTER SOFTWARE**

The contractor certifies that it has instituted and will employ systems and controls appropriate to ensure that, in the performance of this contract, state funds will not be used for the acquisition, operation or maintenance of computer software in violation of copyright laws.

**[Add the following section if the contract total is more than \$200,000:]**

**PRIORITY HIRING CONSIDERATIONS**

To the extent required by Public Contract Code section 10353, the contractor shall give priority consideration in filling vacancies in positions funded by this contract to qualified recipients of aid under Chapter 2 (commencing with section 11200) of Part 3 of Division 9 of the Welfare and Institutions Code, in accordance with Article 3.9 (commencing with section 11349) of Chapter 2 of Part 3 of Division 9 of the Welfare and Institutions Code.

**[Add the following section if the contract total is more than \$100,000:]**

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**FAMILY-SUPPORT OBLIGATIONS**

The contractor acknowledges the state policy contained in Public Contract Code section 7110, that state contractors recognize the importance of child- and family-support obligations and fully comply with all applicable state and federal laws relating to child- and family-support enforcement. In executing this contract, the contractor represents that, to the best of the contractor's knowledge, the contractor is fully complying with the earnings-assignment orders of all employees and is providing the names of all new employees the New Hire Registry maintained by the Employment Development Department.

**DRUG-FREE WORKPLACE REQUIREMENTS**

By signing this contract the contractor certifies that it will comply with the requirements of the Drug-Free Workplace Act of 1990, commencing at Government Code section 8350. The Act generally requires the contractor to notify its employees that illegal drug distribution, use or possession is prohibited and will be subject to disciplinary action and to establish a drug awareness program that, in addition, informs employees about the dangers of drug abuse in the workplace and about any available employee assistance programs. Further, the contractor shall give a copy of this notification to each employee working under this contract and require the employee to agree to abide by these rules.

**NATIONAL LABOR RELATIONS BOARD**

By signing this contract, the contractor states under penalty of perjury that, during the two-year period immediately preceding the date of the contract, no more than one final unappealable finding of contempt of court has been issued against the contractor for failure to comply with an order of the National Labor Relations Board.

**AIR AND WATER POLLUTION**

In accordance with Government Code section 4477, the contractor represents that it is not in violation of any order or resolution of the State Air Resources Board or an air pollution control district, and is not subject to a cease and desist order issued pursuant to section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions, and has not been finally determined to be in violation of provisions of federal law relating to air or water pollution.

**RECYCLING CONTENT**

In accordance with Public Contract Code section 12205, the contractor certifies under penalty of perjury that at least \_\_\_ percent of the materials, goods, or supplies offered, or

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products used in the performance of this contract will qualify as post-consumer material and at least \_\_\_ percent as secondary material as defined in Public Contract Code section 12200.

**EXPATRIATE CORPORATIONS**

The contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

**SETTLEMENT OF DISPUTES**

If any dispute arises out of this contract, the contractor shall file a “Notice of Dispute” with the Executive Officer within ten days of discovery of the problem. Within ten days of such notification, the Executive Officer shall meet with the contractor and designated Conservancy staff members for the purpose of resolving the dispute. If the Executive Officer is unable to resolve the dispute to the contractor’s satisfaction, the contractor may proceed under Government Code sections 900 et seq. with any claims against the Conservancy arising out of this contract.

**EXECUTIVE OFFICER’S DESIGNEE**

The Executive Officer shall designate a Conservancy project manager who shall have authority to act on behalf of the Executive Officer with respect to this contract. The Executive Officer shall notify the contractor of the designation in writing.

**AMENDMENT**

This contract may be modified only upon written agreement of the parties. However, the schedule [as provided in the **SCOPE OF CONTRACT section, above**] may be modified by written letter of the contractor countersigned by the Executive Officer, and that modification shall have the same effect as if included in the text of this contract.

**ASSIGNMENT, SUBCONTRACTING AND DELEGATION**

The contractor has been selected to provide the services and perform the tasks of this contract because of its unique skills and experience. Except as expressly provided in this contract, the contractor shall not assign, subcontract or delegate any of the services and tasks to be performed, without written authorization by the Executive Officer.

**TIMELINESS**

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Time is of the essence in this contract.

**LOCUS**

This contract is deemed entered into in the County of Alameda.

# CERTIFICATE OF INSURANCE

State Coastal Conservancy, State of California

ISSUE DATE ( \_ / \_ / \_ )

Contract #: 0 - SCC Project Mgr:

<b>PRODUCER (Agent or Broker)</b>	<p>THIS CERTIFICATE OF INSURANCE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</p> <p><b>BEST'S RATING</b></p> <p><b>COMPANIES</b></p> <p>COMPANY LETTER <b>A</b> _____</p> <p>COMPANY LETTER <b>B</b> _____</p> <p>COMPANY LETTER <b>C</b> _____</p> <p>COMPANY LETTER <b>D</b> _____</p>
<b>INSURED</b>	

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS ARE SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS	
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY or <input type="checkbox"/> COMPREHENSIVE GENERAL LIABILITY <input type="checkbox"/> ISO form (1973) or comparable with Broad Form Comprehensive General Liability endorsement . <input type="checkbox"/> Other: _____  <input type="checkbox"/> OCCURENCE <input type="checkbox"/> OTHER _____  <input type="checkbox"/> General Aggregate applies per project				EACH OCCURRENCE	\$
					FIRE DAMAGE (Any one fire)	\$
					MEDICAL EXPENSE (any one person)	\$
					PERSONAL & ADVERTISING INJURY	\$
					GENERAL AGGREGATE	\$
					PRODUCTS-COMP/OPS AGGREGATE	\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO (ISO Form Number CA 0001, Code or equivalent.)  <input type="checkbox"/> OTHER: _____ <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NONOWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY				COMBINED SINGLE LIMIT (each accident)	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE	\$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	\$
					AGGREGATE	\$
	<input type="checkbox"/> <b>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</b>				STATUTORY	\$
					EACH ACCIDENT	\$
					DISEASE-POLICY LIMIT	\$
					DISEASE-EACH EMPLOYEE	\$
	<b>ERRORS &amp; OMISSIONS</b> DESCRIBE: _____ <input type="checkbox"/> OCCURENCE				EACH Occurrence	\$

**DESCRIPTION OF OPERATIONS/LOCATION/VEHICLES/RESTRICTION/DEDUCTIBLES/SELF INSURED RETENTIONS/SPECIAL ITEMS**

**THE FOLLOWING PROVISIONS APPLY:**

1. None of the above-described policies will be canceled until after 30 days' written notice has been given to the State Coastal Conservancy at 1330 Broadway, 13<sup>th</sup> Floor, Oakland, CA 94612.
2. The State of California (State), its officials, officers, employees and volunteers are added as insureds on all liability insurance policies listed ABOVE.
3. It is agreed that any insurance or self-insurance maintained by the State will apply in excess of and not contribute with, the insurance described above.
4. All rights of subrogation under the property insurance policy listed above have been waived against the State.
5. The workers' compensation insurer named above, if any, agrees to waive all rights of subrogation against the State for injuries to employees of the insured resulting from work for the State or use of the State's premises or facilities.

<b>CERTIFICATE HOLDER/ADDITIONAL INSURED</b>  State of California	<b>AUTHORIZED REPRESENTATIVE</b>  SIGNATURE _____ TITLE _____ PHONE NO. _____
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EXHIBIT