

STATE COASTAL CONSERVANCY
REQUEST FOR STATEMENT OF
QUALIFICATIONS

Landscape Architectural and/or
Architectural Services for Development of
an
ADA Self-Evaluation and
Transition Plan

July 24, 2013



RFS – ADA Self-Evaluation and Transition Plan: Landscape Architectural and Architectural Services

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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 and state accessibility laws and associated design parameters. The consultant will assist the Conservancy in its efforts to ensure that it is taking all reasonable measures to avoid discrimination against persons with disabilities, as required by current state and federal law. The Consultant will assist the Conservancy in meeting requirements of Title II of the Americans with Disabilities Act (ADA) and other state and local laws affecting access, by identifying and evaluating all Conservancy programs, activities, and services, and by reviewing all policies, practices, and procedures that govern administration of the Conservancy’s programs, activities, and services.

The consultant will assist the Conservancy to complete particular tasks identified under “V. Scope of Services,” below and work will be commenced immediately upon the completion of contractual negotiations.

This request for statement of qualifications (“RFS”) is organized into seven sections as follows:

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

The consultant should be aware of the typical terms which apply to most Conservancy consultant contracts, which are shown in Attachment A (Standard Contract Provisions) to this RFS. Interested applicants may request to have the RFS or any related document mailed to them in the form of CD (or DVD) in a specified format or they may request that these documents be placed on an ftp site. To do so, contact the Conservancy project manager listed below (npeterson@scc.ca.gov).

Submittals must be received by 12:00 p.m. (noon) on Friday, August 30, 2013. Please submit one electronic copy via email to Nadine Peterson, npeterson@scc.ca.gov. If you are unable to submit via email, you may mail or hand deliver a CD to:

State Coastal Conservancy
1330 Broadway, Suite 1300
Oakland, CA 94612
Attn: Nadine Peterson

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II. PROJECT BACKGROUND

This section provides a brief overview of the State Coastal Conservancy, project purpose and background. More detailed information about the Conservancy can be found on the Conservancy's website scc.ca.gov.

Overview

The Conservancy is a non-regulatory state agency that uses a variety of techniques to purchase, protect, restore, and enhance coastal resources, and to provide access to the shore. The Conservancy works in collaboration with local governments, other public agencies, non-profit organizations and private landowners to undertake projects along the 1,100 mile California coastline and around San Francisco Bay. In large part, the Conservancy undertakes projects through providing grants to non-profit organizations and public entities, which then carry out the acquisition or work. From time-to-time, the Conservancy does directly undertake coordination and planning for several large, complex or inter-jurisdictional projects and also occasionally will carry out project work or acquisitions directly.

In the last six years, the Conservancy has provided funding to projects that resulted in the development of more than 240 miles of new trails. It funded thirty-five projects that opened previously inaccessible coastal areas, and thirty projects that improved recreational facilities. A number of these projects expanded opportunities to improve accessibility for people with disabilities.

The Conservancy's 2013 [Strategic Plan](#) explicitly provides that the Conservancy will continue to improve coastal access for all segments of the population and that each of its programs are planned, designed, and implemented in such a way as to provide persons with disabilities the opportunity to participate in the program in a meaningful way. Goals 1, 2, 3 and 12 address increasing public access and recreational opportunities, and associated objectives (1F, 2A, 3A, 3B, and 12L) specifically address expanding access for persons with disabilities.

Project Purpose

The purpose of this project is two-fold: to help the Conservancy prioritize its work, including allocation of staff resources and project funding, so that it can meet its strategic plan goals pertaining to improving and expanding access to the coast and San Francisco Bay for persons with disabilities; and, to assist the Conservancy in meeting requirements of Title II of the Americans with Disabilities Act by identifying and evaluating all Conservancy policies, programs, activities, services, and physical barriers to accessibility, and to develop an updated Transition Plan with recommendations for barrier removal solutions.

Roles and Responsibilities of Conservancy

The Project Manager for this contract is the Conservancy's ADA Coordinator, Nadine Peterson.

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III. PROJECT SCHEDULE

The contract is expected to be executed by late-September 2013, and completed no later than March 2014. Work will commence soon after the finalization of the contract.

IV. RFS PROCESS, REQUIREMENTS and SELECTION 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 project manager and other staff. Further, the consultant will travel to up to seven Conservancy-owned or funded sites located within 80 miles of the Conservancy’s Oakland office. 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.

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: Current 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 (California) and local laws that are relevant to the development of an ADA Self-Evaluation and Transition Plan, and must have experience with the development and completion of Self-Evaluation and Transition Plans in the state of California. The consultant must 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.

Understanding of programmatic accessibility. An understanding of the concept of programmatic accessibility and how to reduce barriers to accessibility at a program-level in addition to a site-specific level 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

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needed to help guide the development and completion of the Transition Plan.

Experience in engaging people with disabilities. The consultant must have experience in engaging and communicating with people with disabilities through multiple formats, both to provide insights for the Conservancy's self-evaluation and to make specific recommendations for ongoing communications in the Transition Plan.

Accessible public access and recreation planning and design experience. The Conservancy is concerned with site features that relate directly to accessibility to and along trails and at coastal recreational sites or other related facilities, such as marinas or other recreational boating facilities, restrooms, parking, 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 Conservancy-owned sites in particular, and representative Conservancy-funded projects more generally, and suggest ways to improve access within any constraints relevant to the site (for example, adjacency to sensitive habitat); and
- Provide cost estimates for such modifications at Conservancy-owned sites.

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.

Project Manager and Key Staff

The consultant Project Manager and key staff must have excellent organizational, and written and oral communications skills. References will be required for the Project Manager, and 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. 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).
2. 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.
3. 10% Withholding: The consultant will be paid for its actual time and expenses up to

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

4. 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.
5. Proposal Format: Detailed proposal format specifications are provided in Section VII.
6. Deliverables: All contract deliverables must be submitted in reproducible form in electronic version through email or on CD. 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 Statement of Qualifications, submittal of a statement of qualifications, and an interview. As noted in the introduction, **written submittals are due by 12 p.m. (noon) on August 30, 2013.**

Written questions on the RFS should be directed to:

Nadine Peterson
State Coastal Conservancy
1330 Broadway, Suite 1300
Oakland, CA 94612
Tel: (510) 286-4176
npeterson@scc.ca.gov

Questions related to the statement of qualifications will be accepted in writing only (e-mail, fax, or regular mail). Questions and responses will be compiled 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

Conservancy staff will evaluate the statements of qualifications submitted under the criteria specified in this RFS and rank all submitted statements of qualifications. 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 same manner with

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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 up to 45 minutes; 15 minutes have been set aside for the presentation by the consultant. The consultant firm/team may bring a maximum of three (3) 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;
- The clarity of the consultant's presentation and ability to articulate ideas and communicate with the interview panel, 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.

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

E. INTERVIEW SCHEDULE

Interviews are expected to take place at the Coastal Conservancy on one day between September 13 and September 19th, 2013. We will seek a date that works for all parties. Negotiations and final execution of the contract could vary somewhat from the schedule below.

V. SCOPE OF SERVICES

The contract is for landscape architectural and/or architectural professional services. The tasks 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. Identify all of the Conservancy's facilities, programs, activities and services and determine whether any physical barriers to access exist and identify the steps needed to enable these facilities, programs, activities, and services to be in compliance with federal, state and local laws governing access by persons with disabilities, when viewed in their entirety.

Task 2. Identify all of the Conservancy's policies, practices and procedures that govern the administration of programs, activities and services. This includes contracting requirements for planning, building and construction projects. Identify what, if any, changes to policy, practices or procedures are needed to comply with laws governing access by persons with disabilities.

Task 3. Identify all of the Conservancy's existing methods of communicating with the public and recommend additional or alternative communication methods and devices that would provide greater accessibility to individuals with disabilities.

Task 4. Review the Conservancy's emergency evacuation procedures for its Oakland office and identify modifications needed to ensure individuals with disabilities are adequately considered.

Task 5. Provide information and guidelines for the Conservancy to use in determining whether and under what circumstances, if any, it may be appropriate, legally or practically, to consider undue financial or administrative burden when assessing access for persons with disability.

Task 6. Identify measures that have been made to familiarize Conservancy staff with its policies and practices for providing full participation of individuals with disabilities. Suggest additional training and education, if needed.

Task 8. Develop an updated Transition Plan that meets the ADA's requirements. At a minimum, the elements of the plan should include:

- A. A list of the physical barriers in the Conservancy's facilities that limit the accessibility of its programs, activities, or services to individuals with disabilities and a detailed outline of the

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- B. methods to be used to remove these barriers and make the facilities accessible.
- C. A list of programs and other services provided by the Conservancy and a detailed outline of the steps or methods needed to ensure a meaningful opportunity for participation in those programs and services by persons with disabilities.
- D. A schedule for taking the steps necessary to achieve compliance with the ADA, Title II.
- E. The name(s) of the individual(s) responsible for the plan's implementation.

VI. PROJECT DELIVERABLES

The project deliverables include three written reports: the ADA Evaluation, a Transition Plan, and recommendations for how to most effectively implement the Conservancy's strategic plan components pertaining to accessibility for persons with disabilities. Reports and any project graphics will be delivered in hard copy and/or PDF and in Microsoft Word format, as requested by the Conservancy project manager. 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:

- Project Team Organization and anticipated utilization of each team member (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:

- Up to 3 Resumes, no more than 2 pages each
- Up to 3 relevant previously completed project descriptions, no more than 2 pages each

The submittals should not include any information about proposed cost, labor rates or any other financial information.

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

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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 and project organization chart of how your project team will be organized. Please identify the Project Manager and key staff by name, their tasks and responsibilities for completing the work program and where they are physically located.
- 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.
- If proposal includes more than one consultant team, 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:

1. Understanding of the Project and ADA requirements.
2. Technical Approach.
3. Management Approach. This discussion should include project communications with Conservancy staff, and a description of the process you intend to use to ensure that schedules are met, and budgets are effectively controlled. Provide 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.

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 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

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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.

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ATTACHMENT A
STANDARD CONTRACT PROVISIONS

TERM OF CONTRACT, EARLY TERMINATION AND SUSPENSION

This contract shall take effect when signed by both parties. An authorized representative of the contractor shall sign the first page of the originals of this contract in ink.

The term of this contract is from its effective date through _____. However, all work shall be completed by _____ (“the completion date”).

The term of this contract is based on the current level of funding available for the services to be provided under this contract. If additional funding is authorized, the parties anticipate that the term of the contract will be extended and the scope of work will be revised by amendment.

The Conservancy may terminate this contract for any reason by providing the other party with seven days notice in writing. During the term, the Conservancy may also suspend the contract upon written notice. In either case, upon receipt of notice of termination or suspension, the contractor shall immediately stop work under the contract and take whatever measures are necessary to prevent further costs to the Conservancy under this contract. The Conservancy shall be responsible for any reasonable and non-cancelable obligations incurred by the contractor in the performance of this contract up to the date of notice to terminate or suspend, but only up to the unpaid balance of total funds authorized under this contract. Any notice suspending work under this contract shall remain in effect until further written notice from the Conservancy authorizes work to resume.

On or before the date of termination of the contract under this section, the contractor shall provide the Conservancy with all work, material, data, information, and written, graphic or other work produced or developed under this contract (whether completed or partial), in appropriate, readily useable form.

The contractor shall include in any contract with any subcontractor retained for work under this contract a provision that entitles the contractor to suspend or terminate the contract with the subcontractor for any reason on written notice and on the same terms and conditions specified in this section.

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.

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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

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 - IOS Form Number CA 0001, Code 1 (any auto).
 - 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.

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

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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.

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:]

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

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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

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penalty of perjury that at least ____ percent of the materials, goods, or supplies offered, or 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 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

Time is of the essence in this contract.

LOCUS

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