

**REQUEST FOR QUALIFICATIONS (RFQ)
FOR
CONSTRUCTION MANAGEMENT SERVICES
FOR
PIER 9 BERTHING FACILITY PROJECT**

The San Francisco Bay Area Water Emergency Transportation Authority (WETA) is issuing this Request for Qualifications (RFQ) for construction management services for its project to build a berthing facility at its headquarters at Pier 9 in San Francisco.

A. BACKGROUND

The San Francisco Bay Area Water Emergency Transportation Authority (WETA), created by the California State Legislature, is a local agency with a multi-county jurisdiction. The WETA is responsible for developing an Implementation and Operations Plan for a comprehensive regional public water transit system in the Bay Area. The Plan, which was approved by the Legislature in 2003, was prepared with input from existing private operators, public transit providers, governmental agencies, environmental groups, business organizations and local representatives. The goal of the WETA is to design, build and operate a seamless transit system that responds to the region's congestion management needs, develops innovative environmental solutions for ferry vessels, contributes to economic viability and improves quality of life.

Site Location - Pier 9, along the north side of the pier, from the shore bulkhead and out 295 feet. (See Attachment 1 for Detailed Site Plan).

Project Description - The project consists of two layover berths for WETA ferry boats alongside Pier 9 adjacent to the WETA administrative offices. The Engineer's Estimate for this project is \$2,000,000. The berth layout includes two side-tie berths that utilize floats and access ramps. Each float is 80x15 feet held in place by 3 steel pilings. A landing supported by pilings will connect the access gangway to the pier apron; a security gate would also be included. Pier 9 is currently being used for pilot vessel and ferry mooring and in the past the project area has been used for tugboat and ferry mooring.

Project Use - WETA has two 118-foot aluminum catamaran ferry vessels under construction; this project would provide secure mooring of out-of-service vessels and safe crew access. WETA's lease with the Port of San Francisco allows for vessel mooring. The facilities would not be used for passenger boarding, painting, heavy maintenance or shipyard type use. Access along the Pier apron is currently for pier tenants only; USCG Maritime Security requires restricted access to mooring facilities for small passenger vessels. Public access will not be allowed on the gangways or floats.

Environmental Review & Permitting - Environmental Review of the Layover Berth Facility includes an Initial Study and a Mitigated Negative Declaration environmental assessment. Two potentially significant impacts have been identified that both relate to construction activities, construction-related air emissions and construction noise during pile driving. A Mitigation Monitoring Program with mitigation measures would be implemented during construction. Permits from BCD, the RWQCB and the Corps of Engineers are required. Once the engineering design and construction documents have

been completed, a Building Permit from the Port of San Francisco would be also be required.

Construction - Work at Pier 9 would be completed in one phase of no more than 8 weeks. Most of the construction work would be completed off-site where the floats and gangways would be assembled. Site work will consist of pile driving (approximately 12 pilings), setting the landings in place, attaching gangways, and installing and connecting utilities.

B. SCOPE OF WORK

The scope of work for this project includes, but is not limited to the following:

1. Participate with WETA staff in the procurement process and selection of the project contractor.
2. Assist WETA staff to negotiate the construction contract.
3. Provide CM services and in general to serve as the WETA's "owner's representative" throughout the construction of the project. This shall include (but not be limited to) review and "sign-off" of the construction contractor's monthly invoices, progress reports and related materials. The CM will attend weekly project management meetings with the WETA and design/build contractor, advise WETA on its recommendations as to any issues and decisions that need to be made during the project and help ensure that the project is completed according to WETA's expectations including scope, project schedule and budget.
4. Provide day-to-day project coordination assistance to the WETA Project Manager. Duties include minute-taking, budget monitoring, coordination of meetings between and among WETA and the various project consultants and contractor, as needed, and "other duties as assigned" by the WETA Project Manager. This role is expected to be approximately 50% of a FTE.
5. Assist the WETA in this project in other ways as needed and as directed by the WETA through contract Task Orders.

All written work products from this undertaking shall be available to the WETA in both electronic and printed media.

C. CONSULTANT CONTRACT ADMINISTRATION

All consultant work will be authorized on a task order basis. In general, the first order of work will be a scoping task, which will identify the critical steps necessary and how the work will be coordinated. Budgets for each Task Order shall be negotiated based on rates and overheads identified in the Master Agreement.

The Authority reserves the right to reject any and all submittals and to waive any informality in procedures.

D. RFQ CONTENT

The submittals in response to RFQ shall not exceed 25 total pages. Full-length resumes may be included in appendices; however, elaborate brochures or other presentation materials are not desired. The submittal content and format should demonstrate ability to follow direction set forth in the RFQ and the cost consciousness of the team. The submittal should include the following elements in the sequence listed below:

Cover Letter - Describe the firm or team's interest in and commitment to the project.

Proposed Approach - Provide a general explanation of the approach you would take for completing the work, addressing the tasks above and discussing the issues, challenges, and potential solutions you would employ during the engagement. Also, provide a general list of additional tasks necessary to complete the work. Since there will be extensive coordination between different firms, describe your approach to working with WETA staff as well as other consultants or contractors. *Project approach is usually the primary means to differentiate consultant teams.*

Proposed Staffing Plan - Designate the Principal and Project Manager in charge of the project from the prime consulting firm. These individuals are expected to serve as the WETA contact throughout the duration of the contract. Identify key staff members and provide a brief resume describing similar relevant projects on which they have been involved, their availability over the duration of the project, and a description of the benefits the person brings to the team. Additionally, an organizational chart should be included that lists all team members including subcontractors/subconsultants. Any substitution of key staff during the project will require approval from the WETA. *Evaluation of this segment of the proposal will be focused on the qualifications of individual team members as well as the depth of your proposed team.*

Previous Experience - Include descriptions of relevant projects previously performed by the staff proposed. The descriptions should include what services were performed, the date of the project, unique features of the project which would be beneficial to the WETA, and a client reference including email and phone contact information. *Evaluation of this segment will be heavily weighted on your client reference remarks as solicited by the WETA.*

Levine Act Disclosure - Provide required Levine Act Information. (See Section H below concerning the Levine Act.)

Estimated Costs - Submit with your response your hourly rate and overhead information in a **separate sealed envelope clearly labeled as to its contents.**

Insurance Requirements – Include an explicit acknowledgement in the submittal that your team will be able to satisfy the insurance requirements for this project as described in Section I. of this RFQ. The WETA reserves the right to modify insurance requirements prior to entering into a contract for this project. The Consultant selected for this work will be required to verify that all insurance requirements can be met.

G. SUBMITTAL PROCEDURES, SELECTION CRITERIA AND SCHEDULE

The WETA will hold a pre-proposal conference to review this RFQ. Explanations or clarifications desired by respondents regarding the meaning or interpretation of this RFQ may be requested at this conference or in written form by contacting John Sindzinski 415 364 3812, Sindzinski@watertransit.org.

The WETA specifically requests that any questions concerning this RFQ be directed to the John Sindzinski only. Please do not contact other WETA staff

Responses should be submitted to:

John Sindzinski
Planning Manager
San Francisco Bay Area
Water Emergency Transportation Authority
Pier 9, Suite 111, The Embarcadero
San Francisco, CA, 94111

Two (2) hard copies and one (1) digital copy on CD/DVD of your submittal must be received at the above address **no later than 2:00 PM prevailing time, March 9, 2010.**

Responses to this RFQ should be submitted in a sealed envelope indicating the project Pier 9 Construction Management Services. Estimated costs shall be submitted in a separate sealed envelope clearly labeled as "Cost Proposal."

Responses to this RFQ will be reviewed based on the following criteria:

- Previous experience with similar projects
- Past success with managing all processes, procedures and paperwork for similar projects
- Qualifications of team members
- Satisfaction of previous clients
- Project understanding and ability to work in a collaborative environment with other consultants, the contractor(s) regulatory and oversight agencies, etc. to help solve problems and deal in a constructive manner with issues and conflicts that may arise during the entire design, procurement and construction processes.

Final staff recommendations to the Board as to the proposed successful respondent to this RFQ will be based on rankings established by the evaluation committee.

The following schedule is targeted for consultant selection:

RFQ release date:	February 10, 2010
Pre-proposal conference:	February 18, 2010 at 2:00PM WETA Administrative Office Main Conference Room Pier 9, Suite 111, The Embarcadero San Francisco, CA 94111

Deadline to submit requests for

clarifications, corrections
or modifications: March 2, 2010

Submittals due: March 9, 2010 at 2:00PM

Interviews: March 18, 2010

Consultant selection/Board approval: April 1, 2010

The Authority reserves the right to reject any and all submittals and to waive any informality in procedures.

H. LEVINE ACT

The Levine Act (Government Code 84308) is part of the Fair Political Practices Act that applies to elected officials who serve on appointed Boards such as the San Francisco Bay Area Water Emergency Transportation Authority. The Levine Act prohibits any Authority Member who has received \$250.00 or more within the previous twelve months from an applicant from participating in or influencing the decision on awarding a contract with the Authority. The Levine Act also requires a member of the Authority who has received such a contribution to disclose the contribution on the record of the proceeding. In addition, Authority Members are prohibited from soliciting or accepting a contribution from a party applying for a contract while the matter of awarding the contract is pending before the Authority or for three months following the date a final decision concerning the contract has been made.

Applicants must disclose on the record any contribution of \$250.00 or more that they have made to an Authority Member within the twelve-month period preceding submission of their application. This duty applies to your company, any member of your team, any agents for you or other team members and to the major shareholders of any closed corporation that is part of your team. If you have made a contribution that needs to be disclosed, you must provide written notice of the date, amount, and receipt of the contribution(s) in writing to the Authority's Executive Director. This information must accompany your response to this RFQ.

I. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES CONTRACTS

The contract for this work will include the following insurance requirements:

“CONSULTANT shall procure and maintain the following insurance coverages, in force and for the duration of the AGREEMENT and, in the case of Commercial General Liability Insurance and Professional Liability Insurance, for a period of five (5) years following the expiration or earlier termination of the AGREEMENT:

1. Commercial General Liability. CONSULTANT shall carry Commercial or Comprehensive General Liability Insurance and maintain aggregate limits of liability sufficient to cover not less than \$2,000,000.00 per occurrence for bodily injury and \$2,000,000.00 per occurrence for property damage. This policy shall conform to or include all of the following:

- (a) Such insurance shall add as additional insured, the AUTHORITY, its officers, employees, agents, volunteers, or other permitting agencies as identified by the AUTHORITY, while acting within the scope of this AGREEMENT.
- (b) A waiver of subrogation clause.
- (c) Personal Injury (in lieu of, or in addition to, bodily injury).
- (d) Use of watercraft, where applicable.
- (e) Provisions or endorsements stating that the coverage contains no special limitations on the scope of protection afforded to AUTHORITY, its officials, employees, or successors in interest.
- (f) Provisions or endorsements stating that insurance shall apply separately to each insured against whom claim is made or suit is brought, subject to the limits of the insurer's liability.
- (g) Subconsultants of the CONSULTANT shall provide evidence of their own Commercial or Comprehensive General Liability Insurance which meets the above specifications to the AUTHORITY, or be added to the CONSULTANT's policy as additional insured if said policy of the CONSULTANT allows such addition. Notwithstanding the foregoing, in the event a sub-consultant, after using its best efforts, is unable to meet the insurance specifications provided in Section G, paragraph 2, AUTHORITY, after examining the sub-consultant's circumstances, may decide, in its sole discretion, to waive or modify any of the insurance specification requirements for such sub-consultant.
- (h) Blanket contractual liability on all written contracts, including AGREEMENT.

2. Automobile Liability. CONSULTANT shall carry Automobile Liability Insurance with limits not less than \$2,000,000.00 each person and \$2,000,000.00 per occurrence for property damage. The general aggregate limit shall be at least \$2,000,000.00. This policy shall conform or include the following:

- (a) Such insurance shall add as additional insured, the AUTHORITY, its officers, employees, agents, volunteers, or other permitting agencies as identified by the AUTHORITY, while acting within the scope of this AGREEMENT.
- (b) Use of all vehicles, including owned, non-owned, uninsured motorists, leased and hired vehicles.

3. Professional Liability, Errors and Omissions. CONSULTANT shall carry Professional Liability Insurance covering Errors and Omissions in an amount not less than \$3,000,000.00 per occurrence with a deductible not to exceed \$100,000.00. This policy shall conform to or include the following:

- (a) A contractual liability endorsement on all contracts, including this AGREEMENT.
- (b) Subconsultants providing professional services under this Agreement shall be added to CONSULTANT's policy as additional insureds, or shall provide evidence of their own professional liability insurance which is acceptable to AUTHORITY.

4. Workers Compensation. CONSULTANT shall carry Worker's Compensation Insurance as required by California Law, covering all Work performed by CONSULTANT under the AGREEMENT, and all CONSULTANT's employees performing services under the AGREEMENT, and Employer's Liability Insurance in the amount of \$1,000,000.00 per occurrence for injuries incurred in providing services under this AGREEMENT.

5. Coverage as Primary. For any claims related to this AGREEMENT, the CONSULTANT's insurance coverage shall be primary insurance as respects the AUTHORITY, its officers, employees, and volunteers. Any insurance or self-insurance

maintained by the AUTHORITY, its officers, officials, employees, or volunteers shall be excess of the CONSULTANT's insurance and shall not contribute with it.

6. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions in connection with any of the policies described in this Section G, must be declared and approved by AUTHORITY. CONSULTANT shall be solely responsible for any and all applicable deductibles or self-insured-retentions.

7. Rating. All policies shall be issued by insurance companies which are licensed carriers in the State of California and maintain a Secure Best's Rating of A- or higher unless otherwise approved by AUTHORITY.

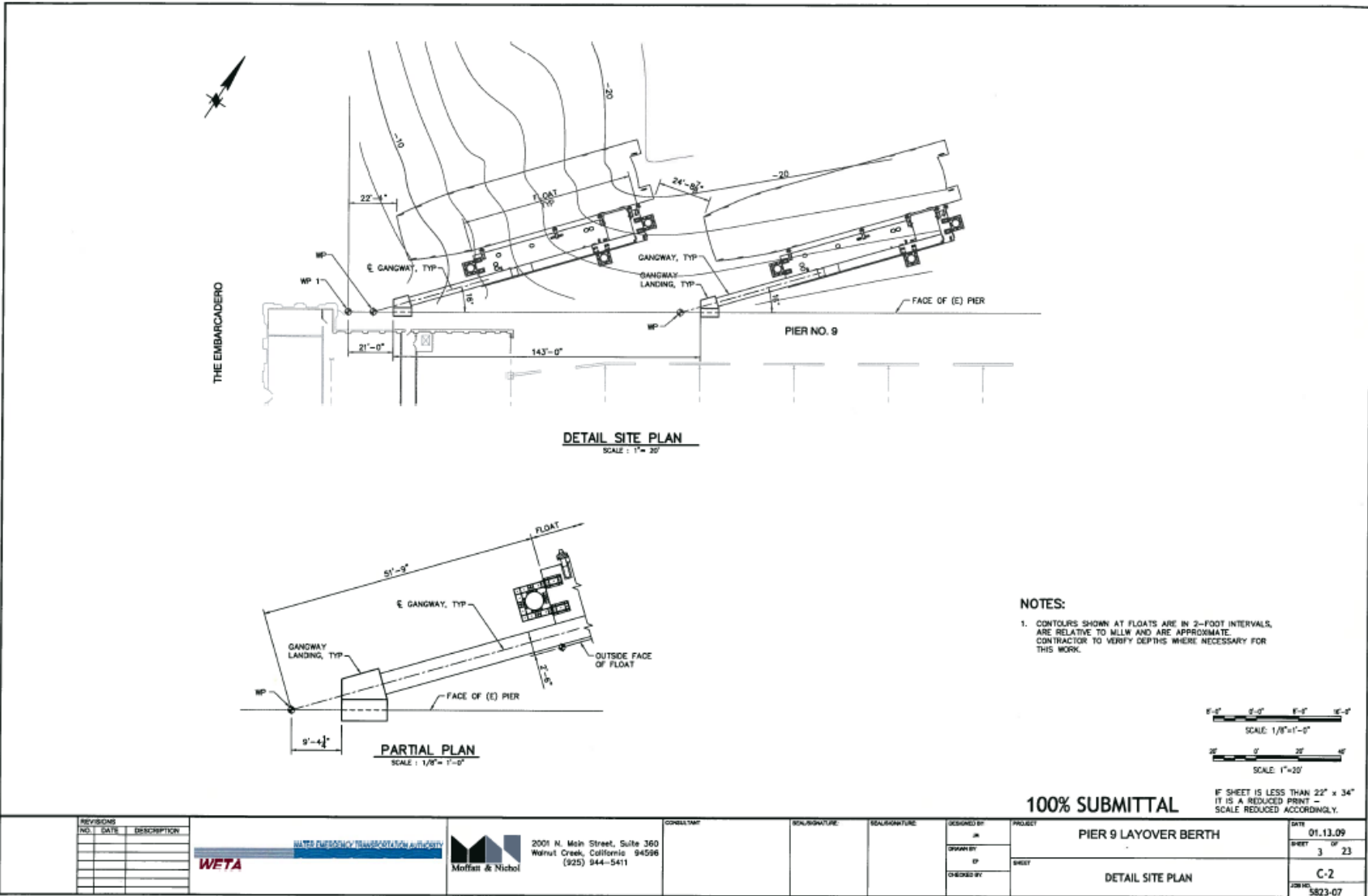
8. Certificates. Within thirty calendar days of the contract award to CONSULTANT, CONSULTANT shall furnish to AUTHORITY a copy of each policy of insurance required by this AGREEMENT. Such policies shall provide that not less than thirty (30) calendar days prior written notice will be given to AUTHORITY in advance of any cancellation, termination, or material alteration of said policies of insurance, except ten (10) calendar days in the event of non-payment of premium.

9. No Limitation of Liability. The requirements contained herein as to the types and limits of insurance to be maintained by CONSULTANT are not intended and shall not in any manner limit or qualify the liabilities or obligations assumed by CONSULTANT under this AGREEMENT."

J. CONFLICT OF INTEREST

The design firm for this project is prohibited from submitting a proposal/qualification statement in response to this RFQ. Additionally, the construction management firm will be prohibited from submitting a proposal/qualification statement in response to any future RFQ for construction of this project.

ATTACHMENT 1: Detailed Site Plan



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