

ATTACHMENT C

Note to Proposers:

This Draft Exhibit A of the Professional Services Agreement is provided for proposers' information and planning and reflects OneShoreline's current expectations for the scope, deliverables, project standards, review process, and schedule framework that will govern the Services following award.

Bracketed items will be completed at or before contract execution based on the successful proposal, contract negotiations, and any applicable RFP addenda or agency requirements. OneShoreline may revise this draft Exhibit before execution.

Proposers shall account for the requirements of this Exhibit when preparing their proposed approach, preliminary schedule, and fee, including the review stages and minimum review periods in Section 7, meeting assumptions in Section 8, project standards in Section 6, data and format requirements in Section 11, and assumptions and constraints in Section 10.

DRAFT EXHIBIT A

PROJECT SCOPE, DELIVERABLES, & PROJECT REQUIREMENTS

If a provision of this Exhibit conflicts with the Agreement, the Agreement shall control unless the Agreement expressly provides otherwise.

1. Project Information

Item	Description
Project Name	Southern Bayside Cities Shoreline Resilience Plan
OPC Agreement Number	P0256002
OneShoreline Project Manager	Clare Keating
Notice to Proceed	<i>[Upon written Notice to Proceed, anticipated early January 2027]</i>
Anticipated Completion	<i>September 30, 2029</i>
Grant Period of Performance	September 30, 2029

2. Project Purpose

Consultant shall provide professional services to support OneShoreline in the development of the Southern Bayside Cities Shoreline Resilience Plan ("Plan"), a subregional shoreline adaptation plan prepared in accordance with the San Francisco Bay Conservation and Development Commission's (BCDC) Regional Shoreline Adaptation Plan (RSAP) Guidelines and in fulfillment of Senate Bill 272 planning requirements applicable to Belmont, San Carlos, Redwood City, Menlo Park, and East Palo Alto. The Plan is funded in whole or in part by the California Ocean Protection Council (OPC) under Agreement No. P0256002 and shall address RSAP Elements A through G as defined in the RSAP.

The Services shall be performed in accordance with this Exhibit and the Agreement.

3. Scope of Services

The Services consist of the Scope of Work, **[comprising RFP Section 3.1 as clarified by any addenda and as refined by Consultant's proposal dated [DATE]]**. Budget, fee, and invoicing terms for the Services are governed exclusively by Exhibit B to the Agreement.

All deliverables produced under the Services shall conform to the plan template, figure/map style guide, accessibility standards, and data format standards set forth in Sections 7 and 11 of this Exhibit and shall be subject to the quality assurance obligations of Section 11.

4. Key Personnel & Subconsultants

4.1 Key Personnel. The individuals are approved Key Personnel. Key Personnel shall perform the roles identified and shall remain assigned to the Project for its duration.

[\[Insert Table\]](#)

4.2 Approved Subconsultants. The firms identified below are approved subconsultants.

[\[Insert Table\]](#)

Consultant shall not add or replace a subconsultant firm without OneShoreline's prior written approval, which shall

not be unreasonably withheld. Except for individuals identified as Key Personnel under Section 4.1, staffing of approved subconsultant firms is the responsibility of the subconsultant and Consultant and is not subject to OneShoreline approval.

4.3 Other Personnel. Consultant may assign, reassign, and replace all personnel other than Key Personnel without OneShoreline's approval, provided that all personnel performing Services are qualified for the work assigned and that such changes do not affect the Project Schedule, the Agreement Maximum Amount, or the quality of the Services. Nothing in this Section requires OneShoreline approval of Consultant's general staffing decisions.

4.4 Substitution of Key Personnel. Substitution of Key Personnel and of approved subconsultant firms is governed by Section 8 of the Agreement.

5. Project schedule

5.1 Detailed Project Schedule. Within thirty (30) calendar days of Notice to Proceed, Consultant shall submit a detailed project schedule for OneShoreline's review and written approval. The detailed schedule shall build on the preliminary schedule submitted with Consultant's proposal and shall identify major tasks, subtasks, meetings, review periods, decision points, draft and final deliverables, dependencies, and anticipated submittal dates for each. The proposed schedule shall be presented in Gantt-chart format spanning the full period of performance.

Consultant shall maintain and update the detailed project schedule throughout the term of the Agreement as part of the project management services under Task 1 of the Scope of Work. Consultant shall use diligent efforts to minimize delays and maintain the Project Schedule.

5.2 Key Milestones. The milestones below are established for the Project. Target dates will be completed at execution based on the Notice to Proceed date and Consultant's approved schedule. The detailed project schedule shall be consistent with these milestones; in the event of a conflict, this Section controls unless OneShoreline approves a revised milestone date in writing.

[\[Insert Table\]](#)

5.3 Progress Reporting. Consultant shall submit monthly progress reports as provided in Task 1 of the Scope of Work. Each monthly progress report shall summarize, at minimum: (a) progress against the approved Project Schedule, including status of each milestone in Section 5.2; (b) budget status, including expenditures to date against the Agreement Maximum Amount; (c) risks, issues, or anticipated delays and proposed mitigations; and (d) work anticipated in the following reporting period.

5.4 Notice of Delay. Consultant shall promptly notify OneShoreline in writing upon becoming aware of any actual or anticipated circumstance, including any proposed change to a key milestone or deliverable date, that may affect Consultant's ability to meet the approved schedule. Notice shall be given promptly, and in any event within five (5) business days where the circumstance may delay a milestone identified in Section 5.2. The notice shall describe the circumstance, its expected impact on the Project Schedule, and Consultant's proposed measures, if any, to mitigate the impact.

5.5 Recovery Plans. Consultant shall submit a written recovery plan when a milestone identified in Section 5.2 is expected to be delayed by more than fifteen (15) calendar days or when the delay may affect the grant period of performance. The recovery plan shall be submitted within five (5) business days after OneShoreline's request or, if no request is made, within five (5) business days after the Consultant determines that the threshold has been met.

The recovery plan shall identify the cause of the delay, the revised milestone date, measures to recover the schedule, and any effect on subsequent milestones or the grant period of performance. Recovery plans are subject to OneShoreline's written approval. Approval of a recovery plan does not revise a milestone date or the Agreement Maximum Amount and does not waive any right or remedy of OneShoreline.

This Section does not apply to delay attributable to OneShoreline under Section 9 or to extension of a review period under Section 7.

6. Project standards

Consultant shall perform the Services in accordance with the technical, regulatory, grant, and project requirements identified below, as applicable to the Project.

Within thirty (30) calendar days of Notice to Proceed, Consultant shall submit to OneShoreline for review and written approval: (1) a Plan template, including document layout, typographic standards, color palette, and sample chapter structure; and (2) a figure and map style guide establishing graphic standards, GIS symbology, and visualization conventions for all maps, charts, diagrams, and figures produced under the Agreement. All Deliverables shall conform to the approved standards. All chapters shall include the applicable RSAP submittal checklist.

7. Review & Acceptance

All Plan chapters under this contract are subject to the review and revision process described below. Proposers must incorporate these review cycles and minimum review periods into their proposed project schedules.

7.1 Review Process

Major deliverables will advance through the following stages:

(a) Administrative Draft. Consultant shall prepare an Administrative Draft that incorporates PMT input and reflects active collaboration with Implementation Partners, ARO, and relevant stakeholder or community input throughout its development. Participating jurisdiction staff on the PMT shall incorporate perspectives gained through their respective City Resilience Teams processes into their review.

Once internal feedback is incorporated, OneShoreline shall coordinate BCDC consultation, and OPC consultation where applicable, at the consultation milestones identified in this Scope of Work: Elements B and C, Element D, and the integrated Plan. Consultant shall attend the applicable consultation meeting(s). Following each consultation, OneShoreline shall provide Consultant with consolidated written comments.

For RSAP Elements B and C, preliminary vulnerability findings will be presented to the PMT, Implementation Partners, and community workshop #1 before submission of the Administrative Draft to BCDC and OPC, where applicable, consistent with Scope of Work Task 4.2 (C3).

(b) Public Draft Chapter. Consultant shall revise the Administrative Draft to address consolidated direction and applicable BCDC and OPC, where applicable, consultation comments. The resulting Public Draft Chapter constitutes the formal deliverable for the applicable RSAP Element.

(c) Integrated Consultation Draft. Following completion of all Public Draft chapters, Consultant shall consolidate the reviewed Public Draft chapters into an integrated Plan for targeted review and BCDC (and OPC, where applicable) consultation. This stage addresses cross-element consistency, RSAP completeness, and unresolved issues; it is not an additional complete line-by-line review of every chapter.

- (d) Public Draft Plan.** Following integrated consultation, Consultant shall revise the Integrated Consultation Draft and prepare a single Public Draft Plan for release. OneShoreline shall manage the 45-calendar-day formal public review and comment period and consolidate comments received for transmittal to Consultant under Stage (e).
- e) Final Plan.** OneShoreline shall lead consolidation of public and decision-maker comments and transmit them to Consultant. Consultant shall revise the Public Draft Plan to address consolidated comments, resolve outstanding issues, document how significant comments were addressed, and prepare supporting adoption materials. The resulting Final Plan constitutes the formal deliverable for this stage and is the version transmitted to the City Councils for adoption and to BCDC for formal approval. Formal BCDC approval is not included in this Scope of Work.

7.2 Minimum Review Periods

Minimum review periods and BCDC/OPC consultation milestones are provided below.

Reviewing Party	Minimum Review Period (calendar days)
OneShoreline and PMT	14 days
Interagency, implementation partner, and other stakeholder review	14 days
BCDC (and OPC, where applicable)	30 days
Public comment period on Public Draft Plan	45 days

The minimum review periods are reviewing-party timeframes and do not include the time required for the Consultant to revise and resubmit a Deliverable.

7.3 Additional Review & Revisions

Additional substantive review cycles, re-analysis, or revisions resulting from changed direction, new requirements, or reopening of previously resolved decisions are not included unless needed to correct the Consultant’s error or failure to meet the Scope of Work. Such work requires prior written authorization and may require an adjustment to scope, schedule, or compensation.

OneShoreline may extend a review period in coordination with Consultant if additional time is required by an external reviewing party. Any such extension that materially affects the Project Schedule shall be documented in writing and shall not constitute a default by Consultant.

If OneShoreline or the PMT fails to provide comments within the review period specified above, the applicable draft shall be deemed accepted for scheduling purposes only, and Consultant may proceed to the next stage; this shall not waive OneShoreline's right to identify substantive deficiencies upon later review, nor shall it shorten the BCDC, OPC, or public comment periods, which are governed by external agency and statutory timelines outside OneShoreline's control.

8. Meetings & Coordination

Consultant shall attend and support the meetings identified below. Meeting frequencies stated in the table are estimates for planning and cost purposes and reflect the meeting allowances assumed under Section 10.

[\[Insert Table\]](#)

9. OneShoreline Responsibilities

The work to be performed and responsibilities to be assumed by OneShoreline are as follows:

- designate a OneShoreline Project Manager;
- communicate the context, drivers, and big-picture goals to the Consultant;
- establish the priorities and provide direction to the consultant teams accordingly;
- oversee internal and external communication strategies;
- lead and motivate integrated teams made up of in-house staff, City staff, and consultants to create high-quality data-driven outcomes;
- provide consolidated review comments on deliverables;
- coordinate review by participating agencies;
- provide available background information;
- review Deliverables within the timeframes identified herein;
- issue written authorization for changes to the Services, if approved.

Delay in the Project Schedule resulting from OneShoreline's failure to meet the responsibilities identified in this Section shall extend Consultant's corresponding deadlines by a commensurate period and shall not constitute a default by Consultant.

10. Assumptions & Constraints

10.1 Basis of the Services. The Services, Project Schedule, and fee are based on the following assumptions and constraints. Consultant shall promptly flag to OneShoreline in writing if any prove inaccurate, and the parties shall meet and confer regarding the effect on the Services, the Project Schedule, or the Agreement Maximum Amount. No change to the Services or the Agreement Maximum Amount is effective except by written authorization under Section 9.

- Reliance on existing data, supplemented by targeted analysis as described in the Scope of Work;
- Four sea level rise scenarios required by the RSAP Coastal Flood Hazards and Sea Level Rise Scenarios Standard, evaluated across the applicable 2050 and 2100 planning horizons;
- Six to eight priority geographies, infrastructure systems, or corridors;
- eight to twelve adaptation strategy or project concepts evaluated;
- six to eight strategies advanced to enhanced planning-level descriptions and Regional Project Database-ready information;
- Rounds of review and revision per chapter, consistent with Section 7.
- Meeting allowances as stated in Section 8;
- Availability and timeliness of data, background information, and access provided by OneShoreline, participating jurisdictions, and other agencies, consistent with Section 9.
- Timely consolidated direction from OneShoreline;

10.2 Constraints. Participation and cooperation of adjacent jurisdictions and agencies in Implementation Partner

meetings and review cycles is coordinated by OneShoreline but not guaranteed by OneShoreline or Consultant. City council and commission calendars are outside the control of either party and may affect the timing of adoption milestones.

10.3 Additional Assumptions. [Additional or modified assumptions stated in Consultant's proposal and expressly accepted by OneShoreline shall be incorporated here at execution.]

10.4 Exclusions. The Services do not include development of a new integrated hydrodynamic, drainage, groundwater, or contaminant-transport model for the full planning area; CEQA documentation; permitting; property or real estate analysis; securing formal BCDC approval of the Plan or [additional exclusions accepted through contract negotiation].

11. Data & Format Standards

Consultant shall deliver all geospatial, modeling, and other technical data in editable, non-proprietary or agency-standard formats (e.g., Esri geodatabase or shapefile), accompanied by metadata sufficient for use by OneShoreline or a successor consultant without dependency on Consultant's proprietary software.

All final written deliverables shall be submitted as both print-ready PDF and editable source files (e.g., Word, InDesign package) in formats approved by OneShoreline under Section 7, delivered concurrently.

All public-facing deliverables shall comply with the Web Content Accessibility Guidelines (WCAG) 2.0 Level AA, Section 508 of the Rehabilitation Act, and applicable California Department of Rehabilitation accessibility guidelines.

Consultant shall maintain a quality assurance/quality control program applicable to all Services, sufficient to ensure technical accuracy and internal consistency across all Deliverables prior to submission to OneShoreline.