



ALAMEDA MARINA, LLC

REQUEST FOR QUALIFICATIONS to OPERATE

A BOATYARD AND/OR DOCKYARD FACILITY IN ALAMEDA MARINA, CALIFORNIA

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**In cooperation with the City of Alameda
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Exhibits

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1. Overview

1.1 Project Objective

Alameda Marina, LLC (Master Developer) has developed the Alameda Marina Master Plan in order to create a vibrant, mixed-used Northern Waterfront community that celebrates its maritime history and future, while accommodating for future housing needs. As one of the objectives for the Alameda Marina Master Plan, the Master Developer aims to establish a full-service boatyard and/or dockyard, on Tidelands that are partially owned by the City and leased to the Master Developer pursuant to a 66-year Tidelands and Marina Lease, and lands that are owned by the Master Developer (the “Project”)¹. As there are existing maritime and commercial uses currently on site, the Project will maintain the working waterfront and consolidate existing uses into a more efficient footprint.

The Master Developer’s objective in developing the Project is to meet the community’s needs for commercial, recreational and maritime services that are economically productive. The Project is intended to service local and transient commercial and recreational vessels for short- and long-term maintenance, repair and overhaul needs, including emergency haul-out and repair. Also, the Project will need to create new and improved economic opportunities in the local and regional economies, while minimizing negative environmental and other impacts. Flexibility is built into the layout of the Project to ensure its long term success and to meet market demands. The Project would also be expected to become a point of interest for visitors and locals alike.

To meet that goal, this Request for Qualifications (RFQ) is seeking submittals from fully qualified parties for the economically feasible design and operation of the Project.

1.2 RFQ Respondents

As explained in Section 1.4 below, the Alameda Marina Master Plan calls for a RFQ/RFP process to identify a boatyard operator. It is anticipated the individual and/or joint-venture respondents to this RFQ will have extensive experience in operating either a boatyard, dockyard, or other marine services facility. Given that there is not an existing, working boatyard at the Alameda Marina site, the Master Developer is seeking a respondent who also has the capacity to assist with the design of a boatyard. Furthermore, it would be advantageous if a respondent can also demonstrate its capacity to finance and facilitate, directly or indirectly, the installation and operation of the Project, which will be further outlined in the RFP. Qualifications may be presented by respondents that are responsive to either the needs of (1) a boatyard operator, (2) a dockyard operator, or (3) a boatyard and dockyard operator.

Respondents are to assemble all of the necessary parties for the operation of the Project with proven track records in the development of similar projects. The Master Developer reserves the right to approve or disapprove any members of the final development team.

¹The Project’s dockyard will be developed fully on Tidelands owned by the City and leased to the Master Developer; the Project’s boatyard will be developed both on Tidelands owned by the City and leased to the Master Developer, and on the Master Developer’s adjacent fee property.

1.3 Master Developer and the City of Alameda

The Master Developer will lead the Project, with cooperation from the City.

1.4 Project Background

As described above in Section 1.1, the Project is one element of the Alameda Marina Master Plan, which will include a total of approximately 7.35 acres of maritime and commercial land, approximately 180,972 square feet of maritime and commercial uses (which includes building floor area and boatyard and dockyard space), approximately 12 acres of submerged maritime commercial land, approximately 3.45 acres of public open space and approximately 17.74 acres of residential development. In addition to a mix of uses, the Alameda Marina Master Plan provides for various shoreline and infrastructure improvements to the property, including the construction of new sewer, stormwater, water and power infrastructure to support the proposed uses, which would be accomplished in three phases over the course of 5 to 15 years. The Alameda Marina Master Plan was approved unanimously by the City Council on July 24, 2018, pursuant to City Council Ordinance No. 3221.

One of the objectives of the Alameda Marina Master Plan is to improve and enhance the maritime and commercial core and marina and to maintain Alameda Marina as a working waterfront, while providing physical space to accommodate future opportunities. The Alameda Marina Master Plan contemplates that the Project will be developed to support boat maintenance and repair at Alameda Marina. Three of the existing maritime and commercial buildings are to remain and be rehabilitated, if feasible, in a manner that respects the context of the site, character of the building architecture, and adjacent marina. If the Project consists of both a boatyard and a dockyard, the Project's facilities and spaces will be located both on the land as well as in the water. In order to support a future, environmentally clean boatyard at Alameda Marina, the Alameda Marina Plan will require regrading of the entire Project site to protect water quality, construction of new infrastructure to support the boatyard and other maritime and commercial uses, and preservation of the existing boatlift rails and washing areas, which are necessary to move boats out of the water and into the yard for bottom work. The goal of the new dockyard will be to allow for a new, higher utilization boat repair facility. Direct access to the water will allow craftsman to service boats quickly, with higher throughput while at the same time requiring half the traditional laydown space. The Alameda Marina Master Plan also provides space for floating barge-style facilities or vessels on the water that can be utilized for services such as engine installation and service, marine electronics, canvas, fiberglass, rigging and mechanical services, which are not contemplated to be a part of the Project for the purposes of this RFQ. To be clear, while the space for such floating barge-style facilities or vessels is available, the Owner will not be providing the floating barge-style facilities or vessels to the successful boatyard and/or dockyard operator. The upland design of the Project's facilities should also include traditional laydown space for the servicing of approximately 30 boats (up to 60 feet in length on land utilizing the existing deep ways and the existing travel lift rails or on newly designed travel lifts. The Project should be developed to provide for "incubator" opportunities, co-op arrangements, apprenticeship programs, and synergy between the various providers. The successful respondent may also wish to consider providing a "concierge service" for bottom work to allow boat owners to leave boats at Alameda Marina to be serviced at another local boatyard.

Each respondent should review the Alameda Marina Master Plan carefully, in particular, the sections related to the overall development of the maritime and commercial core (see Exhibit 1.3 Site Plan, Chapter 3 Precedent Imagery for Bay Trail Connector & Maritime and Commercial Core, Chapter 4 Maritime and Commercial Plan, Section 6.3 Land Uses by Subdistrict for the Maritime and Commercial Core and the Dockyard, and Section 6.6 Parking). Considering the mixed-use nature of the overall Alameda Marina Master Plan, each respondent should be mindful that the Project will be developed in close proximity to 760 new residential units and 3.45 acres of open space, which includes the publically accessible Bay Trail that traverses the length of the Alameda Marina Master Plan site (i.e. the Bay Trail will pass by and/or through the location of any future boatyard).

2. Definitions

“City” is the City of Alameda.

“Master Developer” is Alameda Marina, LLC

“Qualified Respondent” are those individuals or entities responding to this RFQ who meet the requirements set forth in this RFQ for a boatyard/dockyard operator who are chosen by the Master Developer to submit a proposal for a RFP.

“RFP” is the Request for Proposals.

“RFQ” is the Request for Qualifications.

“SOQ” is the Statement of Qualifications.

3. Request for Qualifications Process

3.1 Inquiries

All inquiries related to this RFQ are to be directed, in writing (by mail or email), to the Project Representative, as listed on the front cover of this RFQ. Information related to this RFQ obtained from any other source, unless directed by the Project Representative, is not official and should not be relied upon. Respondents to this RFQ are invited and encouraged to contact the Project Representative with any questions, comments or needs for information. All responses from the Project Representative will be made available to all those persons who have been provided this RFQ.

3.2 Documents Available

The following public documents are available for review upon request:

- Alameda Marina Master Plan (see link: <https://alameda.legistar.com/View.ashx?M=F&ID=6338225&GUID=FD7713E9-F800-4FC6-896E-EA21F6EBF474>) and related City Council Ordinance No. 3221, as certified on July 25, 2018 (see link: <https://alameda.legistar.com/View.ashx?M=F&ID=6368904&GUID=37525E6D-03CA-4ACA-B847-9C1C3F7C77D0>)
- Alameda Marina Master Plan Draft Environmental Impact Report and Final Environmental Impact Report (see link: <https://alamedaca.gov/alameda-marina-project>) and related City Council Resolution No. 15413 certifying the Alameda Marina Final Environmental Impact Report, Adopting Findings and a Statement of Overriding Considerations, Mitigation Measures, and a Mitigation Monitoring and Reporting

Program (see link:
<https://alameda.legistar.com/View.ashx?M=F&ID=6338234&GUID=9DA8E77B-102C-4BDB-9FEA-E85254050BE0>)

- City of Alameda Historical Advisory Board Resolution No. HAB-17-07 designating the Alameda Marina Historic District on the Alameda Historical Buildings Study List to Include the Following: Buildings 1, 4, 6, 12, 15, 16, 17, 19, 21, 22, 27, 28, 29, 31, 32, 33, 34 and the Graving Dock (see link: https://alamedaca.gov/sites/default/files/document-files/department-files/Planning/2017_resolutions_for_web_site_1-8-18.pdf)

In addition, the boatyard/dockyard will need to meet certain Site Criteria, as approved by the Master Developer, and as included in **Exhibit 1**.

3.3 Closing Date

Three (3) complete hard copies, including one with an original signature as outlined in Section 3.6, and one electronic copy of each response must be received before 5:00 p.m., Pacific Daylight Saving Time, on Monday, April 1, 2019, at the address for the Master Developer listed on the front cover of this RFQ. Responses sent by facsimile (“fax”) will not be accepted.

Responses and their envelopes should be clearly marked with the name and address of the respondent and the project title. Responses to this RFQ that are mailed or delivered by courier should allow sufficient time to ensure the receipt by the Master Developer by the established deadline.

3.4 Late Responses and Closing Date Extensions

Late responses will not be accepted. If an extension to the closing date and time is provided by the Project Representative, at least 48-hours advance noticing from the existing published closing date and time will be provided. Any extension to the closing date would be granted at the sole discretion of the Master Developer and only for reasons that best serve the Master Developer’s interests in the Project.

3.5 Review and Selection of Short List of Qualified Respondents

The Master Developer, in consultation with the City, will rate and score (in its sole discretion) each respondent’s response to this RFQ, based on the Evaluation Criteria and Scoring Matrix as shown in Section 5.2. Failure of a response to this RFQ to meet all RFQ requirements may render that response non-responsive, as determined by the Master Developer, with recommendations from the City. The extent to which a respondent meets or exceeds Evaluation Criteria will be rated by the Master Developer and be reflective of the Master Developer’s scoring (in the Master Developer’s sole discretion).

In its sole discretion, the Master Developer may hold interviews, ask written questions of the respondents, seek written clarifications, conduct discussions on the SOQ’s, and solicit updated SOQ’s during the evaluation process.

The Master Developer may decide to develop a “short-list” of Qualified Respondents who would then be provided the opportunity to respond to an RFP that the Master Developer may issue for the Project.

3.6 Signed Responses

One of the complete hard copy responses must include an original “wet” signature or signatures of the individual respondents, or principals of any respondents that consist of a joint-venture or other entity. Signature(s) will be those that are required to legally bind each respondent to a contract.

3.7 Effect of Responses and Review

This RFQ, responses to it and the Master Developer’s evaluation of SOQs responsive to this RFQ are not a binding agreement or guarantee the Master Developer will issue an RFP for the Project. Respondents to this RFQ will be assessed in light of the Evaluation Criteria and Scoring Matrix and, if chosen as a Qualified Respondent, will be provided the opportunity to submit a proposal to an RFP for the Project if one is issued.

4. Post-RFQ Submittals

Each Qualified Respondent who chooses to respond to an RFP issued for the Project, will be expected to submit the following as part of the RFP submittal, including narratives, visuals and other supporting documentation:

4.1 Facility Layout

Including, but not limited to, and with deference to the Site Criteria:

- Haulout Ways, Staging Dock and Approach Apron
- Vessel Scrape/Wash-down Area with Necessary Environmental Features
- Means and Path for Vessel Transport to Yard
- Vessel Work Pads/Spaces within the Yard
- Sanding/Painting Booths or Enclosures
- Shop Space
- Office/Administrative Space
- Storage Space
- Restrooms/Shower
- Internal Circulation
- Facility Lighting, Utilities and Trash/Recycling
- Facility Security

4.2 Design and Permitting

Including, but not limited to:

- Design and Permitting Process Approach
- Zoning, San Francisco Bay Conservation and Development Commission, and Other Code and Environmental Compliance
- Above-Ground and Below-Ground Structures and Improvements
- Environmental Compliance and Certification
- Utilities
- Neighborhood Compatibility and Nuisance Abatement Strategies
- Bay Trail
- Public Viewing Opportunities

- Design Team

4.3 Build/Construction

Including, but not limited to:

- Build/Construction Process Approach
- Timeline
- Phasing (if any)
- Soils Testing as Necessary
- Minimization of Negative Neighborhood and Traffic Impacts, and Nearby Slip Holder and Pier User Disruption
- Insurance
- Budget
- Construction and Construction Management Team

4.4 Facility Operation

Including, but not limited to:

- Operational Approach, Including Operation by Others if Proposed
- Guidelines outlining the specific common and necessary maintenance/repair services that will be provided on site by the Respondent (Work performed by “Do-It-Yourself” customers will not be permitted due to the mixed-use character of the Alameda Marina Master Plan site)
- Subtenants (if any)
- Major Machinery and Equipment Features
- Vessel Transport Plan – Trailerable and Non-Trailerable
- Traffic Control During Vessel Transport
- Storage Yard Access and Use
- Minimization of Negative Neighborhood Impacts
- Best Management Practices
- Environmental Control and Monitoring
- Incorporation of “Clean Marinas Program” Elements
- Off-hour Emergency Vessel Haulage
- Internal Circulation
- Insurance

4.5 Administrative and Financial

Including, but not limited to:

- Proposed Lease Structure
- Financial Pro Forma, through to Stabilization, Including Proposed Haul/Launch, Lay-day and Storage Rates, and Boatyard Operation
- Subtenants and/or Subcontractors
- History of Environmental and Permit Compliance
- Proof of Financial Capability to Undertake and Continue Project

5. RFQ Evaluation Criteria and Scoring Matrix

5.1 Evaluation Criteria

The following Evaluation Criteria are considered mandatory for all RFQ submissions:

- Qualifications of respondent's team members and key personnel. This information shall include a brief synopsis of the respondent's approach to boatyard and/or dockyard operations, history of respondent's public/private partnerships, key qualifications, and relevant experience.
- Respondent's organizational structure and governance.
- Respondent's years of experience in the boatyard/dockyard industry.
- Experience, within the last 15 years, with a project similar to the Project, including planning/permitting, funding, construction/execution, and operation. This information should include relevant experience running boatyards and/or dockyards comparable to the Project, experience adapting to current environmental laws, rules, and regulations that apply to boatyards and/or dockyards, and experience with regulatory agencies that govern the Project, including the San Francisco Bay Conservation and Development Commission.
- Proven financial and organizational capacity to deliver the Project design/build requirements on time and on budget.
- Financial plan for successful completion and operation of the Project. This shall include the provision of clear evidence of financial resources to assist in the development of the Project, as indicated by financial statements, and evidence of access to any financing necessarily related to predevelopment, development, and construction capital. Any confidential financial information shall be submitted in an envelope labeled "CONFIDENTIAL FINANCIAL INFORMATION."
- Statement responsive to the Scoring Matrix elements.
- Portfolio of developed and operated projects within the last 15 years, preferably similar to the Project.
- Respondent team vision and creativity.

5.2 Scoring Matrix

Criteria	Points Awarded
Completeness, depth and quality of the Evaluation Criteria submission.	25
Extent to which the Site Criteria are incorporated.	20
Type of project development approach that is taken (Private, Public/Private, Public, or combination), and how each element (planning/permitting, construction/execution, operation) is handled in the approach and financing.	10
Type of facility operational approach that is taken.	10
Project phasing, if any.	5

Understanding of all applicable land use, including environmental review and permitting issues and processes.	10
Clarity, conciseness, and completeness of response.	5
Financial capacity.	15
TOTAL POINTS:	100
Respondent's ability to both develop and operate a boatyard and/or dockyard.	Additional bonus points (up to 10 points) may be awarded.

6. RFQ Submission Requirements

- Letter of submittal and statement of interest and understanding of the Project (for clarification, the Project can consist of either a boatyard, a dockyard, or both a boatyard and a dockyard)
- Responses to Evaluation Criteria
- At least three each of written professional and financial references

7. RFQ Pre-Submittal Conference and Site Tour

Mandatory pre-submittal conference and site tours for each prospective respondent will be scheduled at the mutual convenience of the individual respondent and the Master Developer's Project Representative. City representatives will attend if available.

Prospective respondents attending those meetings will receive a presentation, view the site, have the opportunity to ask questions and get a better understanding of the Master Developer's vision, goals, opportunities, constraints and other factors potentially affecting the Project. Meetings with prospective respondents will be combined where practical. The questions will be responded to in writing by the Master Developer and those responses will be provided to all respondents who participate in the mandatory conferences.

8. Conflicts of Interest

A conflict of interest exists wherever an individual could benefit directly or indirectly from access to information or from a decision over which they may have influence, and also includes a perceived conflict where someone might reasonably perceive there to be such benefit and influence. A conflict of interest occurs when a staff member or consultants of Master Developer or the City attempts to promote a private or personal interest that results in an interference with the objective exercise of their job responsibilities, or gains any advantage by virtue of his/her position.

Conflicts of interest may be real, potential or perceived. Respondents should disclose conflicts of interest, or potential conflicts of interest, in writing, in their submittals. The Master Developer will consider the nature of each respondent's responsibilities and the degree of potential or apparent conflict in deciding the course of action the respondent needs to take to remedy or otherwise address the conflict of interest.

For purposes of this RFQ, a respondent has a financial interest in the Project and a conflict of interest if the respondent has, directly or indirectly, through business, investment, or family, an existing ownership or investment interest in the Master Developer or one of the entities owned by the Master Developer. Such persons and entities are prohibited from participating as a respondent or on a respondent team as a member, contractor, subcontractor or consultant.

9. Limitations, Obligations and Reserved Rights

9.1 “Short-List” of Respondents

The Master Developer reserves the right to select one, more than one or no respondents to move onto the “short-list” proposal phase, should one be conducted, as a result of this process.

9.2 Master Developer’s Reserved Rights

In connection with this process, the Master Developer reserves to itself all rights (which rights shall be exercisable by the Master Developer in its sole discretion) available to it under the law, including without limitation, the following, with or without cause and with or without notice:

- The right to cancel, withdraw, postpone or extend this RFQ or subsequent RFP in whole or in part at any time prior to the execution by the Master Developer of a design/build/operate contract, or prior to entering into a sublease or subleases, without incurring any obligations or liabilities.
- The right to issue a new RFQ.
- The right to reject any and all responses, submittals and proposals received at any time.
- The right to modify all dates set or projected in this RFQ.
- The right to terminate evaluations of responses received at any time.
- The right to revise and modify, at any time prior to any RFP submittal date, factors the Master Developer will consider in evaluating responses to this RFQ and the subsequent RFP, if issued, and to otherwise revise its evaluation methodology.
- The right to waive or permit correction to data submitted with any response to this RFQ until such time the Master Developer declares in writing a particular stage or phase of its review of the responses to this RFQ is completed and closed.
- The right to issue addenda, supplements and modifications to this RFQ, including, but not limited to, modifications of evaluation criteria or methodology and weighting of evaluation criteria.
- The right to permit submittal of addenda and supplements to data previously provided with any response to this RFQ, until such time as the Master Developer declares in writing a particular stage or phase of its review of the responses to this RFQ is completed and closed.
- The right to hold meetings and conduct discussions and correspondence with one or more of the respondents responding to this RFQ to seek an improved understanding and evaluation of the responses to this RFQ.
- The right to seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to this RFQ, including the right to seek clarifications from Respondents.
- The right to add or delete respondent responsibilities from the information contained in this RFQ or subsequent RFP, if one is issued.

- The right to use assistance of technical and legal experts and consultants in the evaluation process.
- The right to waive deficiencies, informalities and irregularities in an SOQ.
- The right to disqualify any respondent that changes its submittal without written Master Developer approval.
- The right to change the method of award between the advertisement of the RFQ and the advertisement of the RFP, if one is issued.
- The right to respond to all, some, or none of the inquiries, questions and requests for clarification received relative to the RFQ.
- The right to select different parties to operate the boatyard and/or dockyard.

This RFQ and the selection process shall in no way be deemed to create a binding contract, agreement, or offer of any kind between the Master Developer and any respondent. If the Master Developer selects a respondent or respondents to the “short-list” proposal phase under this RFQ, any legal rights and obligations between the successful respondent(s), if any, and the Master Developer will come into existence only when a ground lease or sublease as permitted under the Tidelands and Marina Lease is fully executed by the parties, and the legal rights and obligations of each party shall at that time be only those rights and obligations which are set forth in the such document or any other documents specifically referred to in that agreement and executed by the parties.

9.3 No Reimbursements

The Master Developer assumes no obligations, responsibilities or liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties considering a response to or responding to this RFQ, or any subsequent RFP, if one is issued. All such costs shall be borne solely by each respondent and its team members.

Respondent(s) shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or outside consultant associated with the development of the Project for purposes of influencing consideration of a response to this RFQ.

9.4 Information and Data

The Master Developer retains the right to retain, indefinitely, possession of all information and data provided in response to this RFQ.

The Master Developer and the City make no representations about the conditions of the site, including buildings, utilities, soils, or other surface or subsurface conditions. Each respondent shall make its own investigations and form its own conclusions concerning such conditions. Information provided in this RFQ or made available on the website by either the Master Developer’s staff or City staff, or consultants, is provided for the convenience of the respondents only. The accuracy or completeness of this information is not warranted by the Master Developer or the City.

9.5 Indemnification

By submitting a proposal in response to this RFQ, each respondent agrees to indemnify, defend and hold harmless the Master Developer, the City and their respective officers, agents, employees, and consultants against any and all liability, including the costs of claims, suit and reasonable attorney's fees, arising from, growing out of, or incidental to the actual or alleged use of any copyrighted composition, secret or proprietary process, patented or unpatented invention, article or appliance.

9.6 No Partnership or Joint Venture

Nothing in this RFQ or in any subsequent RFP or any agreement entered into with the Master Developer related to the Project shall constitute, create, give rise to or otherwise be recognized as a partnership or formal business organization of any kind between or among the Master Developer or respondent teams.

9.7 No Relationship

No person who is an officer, employee, contractor or consultant of a respondent shall be an officer or employee of the Master Developer or the City. Each respondent shall have the total responsibility for all salaries, wages, bonuses, retirement, withholdings, worker's compensation, other benefits and taxes and premiums appurtenant thereto concerning its officers, employees, contractors, and consultants. Each respondent shall indemnify, defend and hold harmless, the Master Developer and the City and each of its officers, employees and agents with respect to any and all claims for payment, compensation, salary, wages, bonuses, retirement, withholdings, unemployment compensation, other benefits and taxes and premiums in any way related to a respondent's officers, employees, contractors and consultants.

EXHIBIT 1 SITE CRITERIA

- The Project is designed to obtain Project approvals from City, County, State (including the San Francisco Bay Area Conservation and Development Commission), and Federal regulatory agencies.
- The upland portion of the facility large enough to accommodate at least 30 boats blocked at one time for repair and/or maintenance, with adequate space to preserve the existing lift rails and boat cleaning area adjacent to rails, and regrade the yard areas to slope away from the water.
- Pressure washing should not take place adjacent to the travel lift piers. BMP is at least 75' from receiving waters.
- The upland portion of the facility to feature soil conditions able to support the movement and blocking of vessels with the reasonably anticipated commercial load capacity.
- The upland facility is designed to be well drained, to avoid standing water and a soft surface due to wetting (requiring minimal modification for run-off containment, and standing water management).
- The upland facility provided with adequate electrical service for light industrial uses.
- The upland facility provided with adequate sunlight and prevailing wind exposure to support solar power and wind power applications.
- The upland facility provided with adequate fresh water supply, sufficient to supply fire main and occupational requirements.
- The upland facility able to feature restroom and shower facilities.
- The upland facility provided with adequate access to sewer main for discharge of treated wash-down water and run-off water.
- The upland facility provided with adequate lighting, to include security lighting.
- The upland facility able to accommodate a suitable vessel bottom cleaning containment system (with water collection system involving storage/settling tank(s) and sump pump equipment).
- The upland facility able to include perimeter features to mitigate wind driven sand and debris from entering from the outside, and able to mitigate dust from inside the facility migrating outside. Outdoor sandblasting is prohibited.
- The upland facility able to be secure around its perimeter for security and safety requirements. Fencing will also be provided to contain airborne particulates.
- The upland facility located as close as possible to the haulout site.
- Reasonable pedestrian and vehicle traffic control possible relative to the access route between the haulout site and the uplands facility and for the Bay Trail.