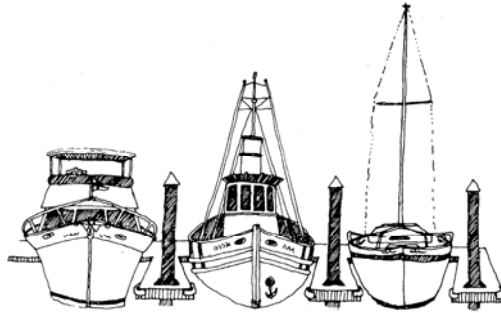


Santa Cruz Port District

REQUEST FOR PROPOSALS

**Consulting Services – Parking Management Plan
Santa Cruz Harbor**



Submit Proposals to:

**Santa Cruz Port District
135 5th Avenue
Santa Cruz, CA 95062
Contact: Lisa Ekers, Port Director
(831) 475-6161**

Documents must be received by Santa Cruz Port District by 2:00 PM, Tuesday, June 16, 2015.

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Consulting Services – Parking Management Plan

1. BACKGROUND

Introduction

The Santa Cruz Port District is an independent special district which owns and operates the Santa Cruz Harbor. The harbor provides wet and dry berthing for approximately 1,200 boats. The harbor encompasses 95 acres of submerged and dry lands, including Harbor Beach (adjacent to Twin Lakes State Beach). There are four driveway entrances into the harbor, 4 distinct parking areas, a launch ramp with parking for boat trailers, an RV camping area, and pedestrian and bicycle facilities. Approximately 40 tenants lease commercial building spaces, and several charter boats (fishing, sailing and whale watching) rent wet slips.

The Murray Street Bridge bisects the harbor into “North Harbor” and “South Harbor” areas. In the South Harbor, there is one large parking lot serving the “Westside” and a large but segmented parking lot serving the “Eastside.” The boat launch ramp is located on the eastside. Maps are included in Exhibit A. (Large scale color maps are available on the harbor website at www.santacruzharbor.org.)

The North Harbor is accessed from 7th Avenue/Brommer Street via Brommer Street Extension. Linear parking lots surround the North Harbor on all three sides.

Objectives

The purpose of the Santa Cruz Harbor Parking Management Plan project is to review current and anticipated demands for parking within the harbor boundaries, review current management strategies in place, and develop recommendations for improving parking availability and reducing the labor involved in managing parking under the current approaches.

Consultant services desired as part of this contract include:

- Analyze existing parking supply along with the existing parking utilization patterns and demand
- Recommend parking policies and management options to most effectively utilize available parking
- Suggest options to provide additional parking (i.e. propose potential site(s))
- Attend and conduct stakeholder meetings,
- Present findings at Port Commission meetings

BACKGROUND INFORMATION

Within harbor boundaries, there are four distinct parking areas serving multiple uses. One area is reserved for customers of the businesses with East Cliff Drive addresses which include two major restaurants, a coffee shop, retail store, realtor and several offices. The other three areas have spaces designated for slip licensees and visitors. The Port District has been gradually converting from coin operated parking meters to pay stations for visitor parking. Table One below summarizes the harbor's current parking inventory by area:

Table One
Santa Cruz Harbor Parking Inventory

Location	Parking Type ¹	Appx. No. Provided
Concession Lot (East Cliff Drive business addresses including Crow's Nest Restaurant & Café el Palomar)	Visitor/Tenant Parking	148
		Sub-Total=148
East Side:		
Launch Ramp Area (L Dock to O Dock)	Trailer Spaces (can park 2 vehicles)	43
	Visitors (metered spaces)	51
	Harbor Office Parking	16
	Slip Renter Spaces	28
O Dock to S Dock (including Johnny's Harborside Restaurant)	Visitors (metered spaces)	71
Boatyard	Visitors (pay station spaces)	45
	Slip Renter Spaces	50
	Customer & Employee Spaces	10
		Sub-Total=314
West Side:		
A Dock to D Dock (including Aldo's Restaurant)	Visitors (pay station spaces)	66
	Slip Renter Spaces	41
	Street Parking* (free)	15*
D Dock to FF Dock	Visitors (pay station spaces)	44
	Slip Renter Spaces	84
	Trailer Spaces* (approx.)	105*
Santa Cruz Yacht Club Dry Storage	Member Parking*	6*
		Sub-Total=235 (+ 2 loading zone)
North Harbor:		
G Dock to I Dock	Visitors (metered spaces)	38
	Slip Licensee Spaces	59
J Dock	Visitors (metered spaces)	29
	Slip Licensee Spaces	20
North Harbor Dry Storage	Trailer Spaces*	104*
	Customer Parking	6
U Dock to X Dock	Visitors (metered spaces)	45
	Slip Licensee Spaces	191
	RV Camping Spaces	12
		Sub-Total=400
		TOTAL = 1,097

¹ Parking types marked with asterisks (*) are listed but not included in the total number of spaces provided. ADA spaces are included in the Visitor parking inventories.

Additional parking opportunities exist along Atlantic Avenue near Aldo's Restaurant on the harbor's west side, and along Lake Avenue and 5th Avenue on the east side. The County of Santa Cruz operates its Live Oak Parking Program on the east side and at Harbor Beach/Twin Lakes State Beach on East Cliff Drive during the summer months. Residents obtain seasonal permits, and visitors may purchase day use permits for \$8.00 at a trailer parked at 9th Avenue/East Cliff Drive.

The Port District leases land from the County of Santa Cruz on the south side of the intersection of 7th Avenue and Brommer Street for overflow parking from April through November each year. The lot is generally used for boat trailer and tow vehicle parking when the launch ramp spaces are full during fishing season. The lot is used on occasion for overflow visitor parking for events such as the Crow's Nest Beach Barbecues which occur Thursday evenings between Memorial Day and Labor Day. The smaller lot on the north side of 7th and Brommer is available for both uses year-round.

Southerly and to the east of the harbor are Harbor Beach and Twin Lakes State Beach, both extremely popular destinations on weekends, holidays and during any periods of good weather. Beach parking along East Cliff Drive will be significantly reduced once the County of Santa Cruz commences construction of its Twin Lakes Beachfront Improvements project (anticipated for early 2016). Currently, space for approximately 52 vehicles is available for parking along the beach. Once the project is completed, there will be approximately 31 spaces available including ADA accessible parking. The Port District anticipates additional demand for beach parking within the harbor after the project is completed.

Seabright State Beach is located west of the harbor's west jetty. Very limited on-street parking exists for visitors to Seabright Beach. The City of Santa Cruz' Local Coastal Program requires the Port District to provide parking for 31 beach visitors on the west side and 22 beach visitors on the east side ("Beach Parking").

Parking Demand

Demand for parking arises from the variety of uses including, but not limited to:

- Recreational Boating-General
- Recreational Fishing
- Commercial Fishing
- Charter Boats (fishing, sailing, whale watching, excursions)
- Boating Instruction
- Human Powered Watercraft (Kayaks, Outrigger Canoes, Standup Paddleboards)
- Employees (Port District & Tenants)
- Tenant Customers (4 restaurants, bait shop, market, motor repair shop, coffee house, office-based businesses, etc.)
- Beach Visitors
- Special Events
- Miscellaneous Visitors
- Marine-related Services (in-water repairs, divers, vendors)
- Education/Research
- Government (US Coast Guard, Air National Guard, USGS, etc.)

The harbor is a popular site for special events such as weddings, parties and beach volleyball tournaments. Recurring events that create significant demand for parking include Saturday morning ukulele gatherings on Harbor Beach, weekend outrigger canoe paddles, Thursday night beach barbecues (occurring between Memorial Day and Labor Day), and Wednesday night sailboat races (during daylight savings time). The Port District issues special event permits and requires that large groups identify off-site parking facilities and provide transportation for their participants.

Slip Renter Parking

The Port District provides parking for its slip licensees (aka “slip renters”) through an annual parking sticker program. Each slip renter is given two parking stickers and may purchase up to two additional stickers. Partnerships in vessels entitle the primary slip renter to one additional sticker at no charge. Customers who rent a rowing rack space, dory tie or inside tie are each given one sticker and may purchase one additional sticker. In 2015, approximately 2,200 stickers were issued to slip renters and 220 additional stickers have been sold to date. There are approximately 473 parking spaces throughout the harbor labeled “Slip Renter Only” – 203 in the south harbor, and 270 in the north harbor. Vehicles parked in those spaces without the necessary permit are subject to citation.

Visitor Parking

There are currently 396 “Visitor Parking” spaces throughout the harbor comprising metered, pay station spaces. In addition, there are 144 spaces in the concession lot which serves the businesses with East Cliff Drive addresses² and beach visitors. The concession lot parking is currently sold through use of a timed ticket dispenser. An attendant takes the ticket and calculates parking fees upon exit. Concession lot overflow parking is sold by another attendant at the “Back Gate” during periods of high demand. Two different rates are in place for overflow parking sales depending on whether parking is needed for restaurant customers or for the beach.

The Port District operates its free water taxi (named *Free Ride*) between Memorial Day and Labor Day. *Free Ride* provides transportation between X Dock in the north harbor, AA Dock next to Aldo’s Restaurant on the west side, and the launch ramp on the east side. *Free Ride* operates weekends, holidays and Thursday evenings when weather permits. The water taxi enables visitors to take advantage of parking opportunities in the north harbor, and provides a connection between the east and west sides of the south harbor.

The Port District also operates a shuttle van. The van is primarily used to transport fishermen to and from the overflow trailer parking at 7th Avenue/Brommer Street.

Parking Passes

The Port District currently offers 13 different types of parking passes, depending on the type of use and location(s) of parking. These include slip renter parking stickers, visitor berthing passes, scratch-off and other types of single day use passes, dated employee parking passes, launch ramp permits, etc.

Free employee parking passes are issued to harbor business tenants twice yearly. In early 2015, the harbor gave out 500 free parking passes to its tenants for employee parking. More restrictive passes are given for the period between April and October each year when use of the launch ramp is high and parking is at a premium. Approximately 50 parking spaces throughout the harbor are labeled with the letter “E” indicating employees with passes may park there during the allowed times (detailed instructions are attached to each parking pass). Employees are also allowed to park in long launch ramp spaces during certain days and hours of the week. Between October and April, employees are given more options for free parking in the harbor. In addition, a small college in the neighborhood permits employees of the Crow’s Nest to park in its lot during the April-October season, in exchange for which the Port District permits the students to park in the launch ramp area between October and April, or in the north harbor at any time.

² Crow’s Nest Restaurant and Beach Market, Café el Palomar, SUP Shack, Java Junction [opening mid-June] and several office-based businesses

Confusion arises each April when the parking rules for employees change. The Port District attempts to provide sufficient instruction and a grace period each spring, but some tenants' employees are cited for parking in areas not marked for employee parking, or for parking during restricted times. Although intended to provide more employee parking a shorter distance from the harbor businesses when demand is lighter, the system creates dissatisfaction for some tenants, and a significant burden for Port District staff.

Parking Fees

The Port District's Board of Port Commissioners periodically reviews and updates parking fees. An update is scheduled for the May 26, 2015, commission meeting. Parking fees recommended for increase include Concession Lot hourly rates, meter/pay station rates, and overflow parking.

Harbor Access

There are five vehicle entrances into the harbor's parking areas: Mariner Parkway entering the west side, Brommer Street Extension into the north harbor, two driveways entering the east side from Lake Avenue and 5th Avenue, and one driveway entering the concession lot from the intersection of 5th Avenue and East Cliff Drive. The only access currently controlled is the concession lot entrance which has a gate arm on its entrance and attendant at the exit between the hours of 9 am and 9 pm daily.

2. GENERAL INFORMATION FOR PROPOSERS

RFP Contact

The Port Director is the RFP contact at the Port District for this RFP. All communication between the proposer and District upon release of this RFP shall be with the Port Director, as follows:

Lisa Ekers, PE, Port Director
Santa Cruz District
135 5th Avenue
Santa Cruz, CA 95062
(831) 475-6161 Office
(831) 475-9558 FAX
lekers@santacruzharbor.org

Any other communication will be considered unofficial and non-binding with District. Proposers are to rely on written statements issued by the Port Director. Communication directed to parties other than the Port Director may result in disqualification of the Proposer.

Anticipated Schedule

Issue RFP	May 26, 2015
Proposals Due	June 16, 2015
Contract Award	June 23, 2015
Notice to Proceed	June 25, 2015
Study Period	July 1 – August 31, 2015
(Includes stakeholder and Port Commission meetings)	
Draft Recommendations Prepared	September 30, 2015
Final Report Delivered	November 1, 2015

The District reserves the right to revise the above schedule.

Insurance Requirements

The Consultant will be required to carry insurance coverage during the performance of the contract providing the following minimum limits:

Bodily injury including accidental death	\$1,000,000 per person
Property damage and public liability (including coverage of vehicles used by the Consultant on or off the premises)	\$1,000,000 each person \$1,000,000 each accident \$1,000,000 property damage
Worker’s Compensation Insurance	as required by California statutes
“Errors and Omissions” (Malpractice)	\$1,000,000

3. SCOPE OF WORK

Findings should be included in a bound report which may be presented to the Port Commission.

It is the desire of the Port District to have the Parking Management Plan (Plan) completed within four (4) months from the date the contract is awarded. The Plan needs to address and include the following elements in the analysis:

1. Evaluate the current parking inventory and designations.
2. Quantify surplus and deficient parking conditions and identify solutions based on the findings. Include hourly surveys for typical weekdays, Saturdays and Sundays during fair summer weather.
3. Identify and evaluate potential sites that could satisfy any projected parking deficit. Prioritize sites within Port District land holdings. Evaluation should include potential for surface and structure parking.
4. Develop parking management approaches that will accommodate priority uses (e.g. slip renters, tenant customers, etc.) while minimizing parking control labor. Management approaches may vary by location within the harbor to account for differing intensities of use, access control points, etc.
5. Identify employee parking options that could make more parking available for customers and visitors.
6. Evaluate time-limited public parking with review of paid parking options (e.g. pay stations or other technology). Include analysis of labor requirements to enforce time limits.
7. Note any violations of the Americans with Disabilities Act (ADA), as it relates to current public parking.
8. Review existing parking signs and legends and make recommendations to improve placement, legibility and messaging.

The successful proposer will be required to attend/conduct two stakeholder meetings and attend two meetings with the Board of Port Commissioners (one to present draft for comments and one presentation of final report).

4. CONTENT OF PROPOSAL

Consultants responding to this RFP must provide a complete package in order to be considered. Respondents shall be licensed to practice traffic engineering, civil engineering or architecture in the State of California. The proposal shall include the items outlined in the sub-headings below.

Cover Letter

A cover Letter of Submittal and the attached **Certifications and Assurances** form (Attachment B) must be signed and dated by a person authorized to legally bind the firm to a contractual relationship, e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. Along with introductory remarks, the Letter of Submittal is to include by attachment the following information about the firm and any subcontractors:

- A. Name, address, principal place of business, telephone number, and fax number/e-mail address of legal entity or individual with whom contract would be written.
- B. Name, address, and telephone number of each principal officer (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.)
- C. Identify any District employees or former District employees employed or on the firm's governing board as of the date of submittal of the proposal. Include their position and responsibilities within the Proposer's organization. If following a review of this information, it is determined by the District that a conflict of interest exists, the Proposer may be disqualified from further consideration for the award of a contract.

Qualifications and Experience

Include a description of three (3) past projects that highlight the team's experience in comparable work. For the identified projects, provide a project specific reference and contact information.

Approach

Present the proposed approach to achieving all aspects of the above mentioned scope of work requirements.

Project Schedule

Provide a project schedule that achieves the delivery date outlined in Section 2 above. Project schedule shall include two stakeholder meetings and two Port Commission meetings (regularly scheduled for 4th Tuesday each month).

Cost Proposal

Provide a statement of proposed cost that includes all work to be performed and all costs for which the Consultant expects to be paid. Provide a breakdown of the anticipated hours required, by task, with proposed hourly billing rates. For tasks of uncertain frequency and/or duration, provide an estimate of recommended effort, hourly rates and expenses.

Key Personnel

The Consultant shall provide the names of key personnel, their respective titles, experiences, and periods of services with the firm. Proposal shall clearly identify the primary contact for the project.

Availability

The Consultant shall provide a brief statement of the availability of key personnel of the firm to undertake the proposed project.

Submittal

Please submit five (5) bound copies, double-sided on standard-weight paper (8.5" x 11") of your full proposal no later than **Tuesday, June 16, 2015, 2:00 p.m.** to:

Santa Cruz District
Attention: Lisa Ekers, Port Director
135 5th Avenue
Santa Cruz, CA 95062
(831) 475-6161 Office
(831) 475-9558 FAX
LEkers@santacruzharbor.org

5. SELECTION PROCESS

District representatives will review the proposals received and select the most qualified firm based on the following criteria:

1. Ability of the Consultant to perform the specific tasks outlined in the Request for Proposal.
2. Qualifications of the specific individuals who will work on the project.
3. Experience with projects of similar scope and type and identified project references.
4. The proposed project schedule and the Consultant's ability to complete the project within the required time frame.
5. The overall cost of the proposal

After the review of the proposals, the District will notify all consultants of their status in writing. Upon selection, District staff will negotiate the final scope of work and terms of agreement prior to notice to proceed.

The District reserves the right to reject any of the proposals, to select more than one consultant, and/or accept that proposal or portion of a proposal which will, in its opinion, best serve the public interest.

EXHIBITS

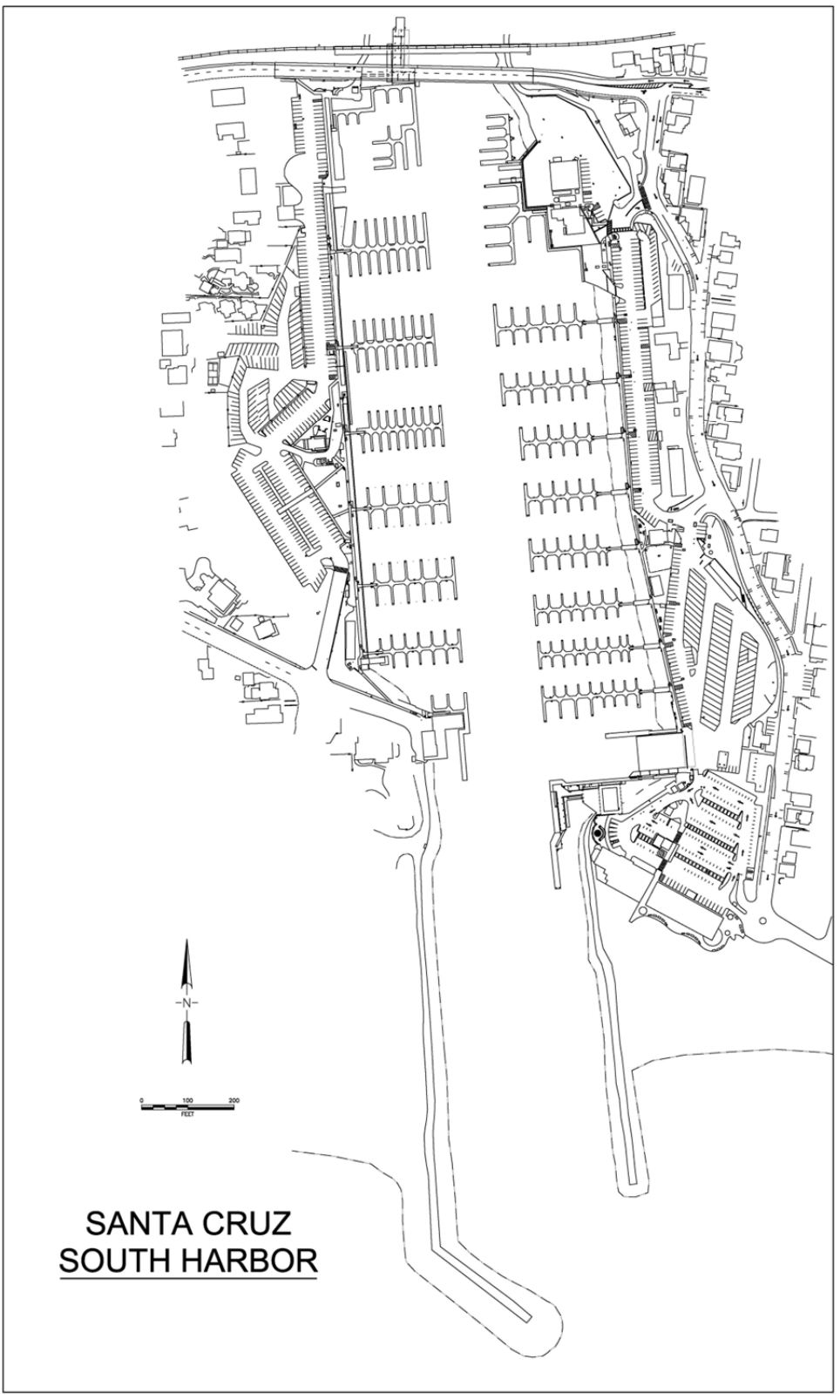
- A. Harbor Maps – North and South

ATTACHMENTS

- A. Sample Form of Agreement
- B. Certifications and Assurances
- C. General Terms and Conditions

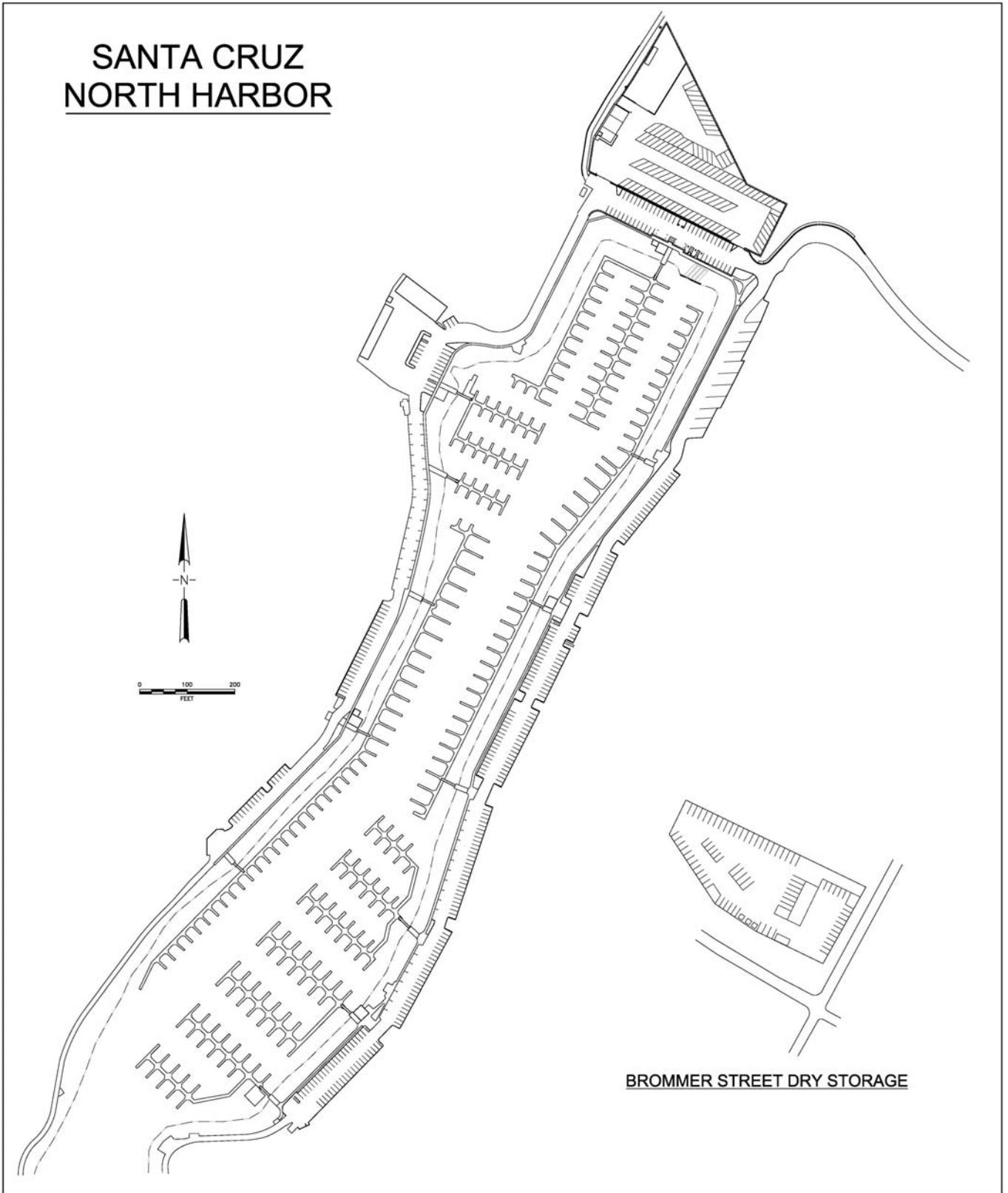
EXHIBIT A

Harbor Maps



**SANTA CRUZ
SOUTH HARBOR**

SANTA CRUZ NORTH HARBOR



BROMMER STREET DRY STORAGE

**ATTACHMENT A
(SAMPLE FORM OF)
AGREEMENT FOR SERVICES
BETWEEN THE SANTA CRUZ PORT District
AND**

Contractor Name

THIS AGREEMENT made and entered into at Santa Cruz, California, this ___ day of, 20___, by and between the SANTA CRUZ PORT District, a Municipal Corporation, hereinafter referred to as "District", and _____, hereinafter referred to as "FIRST PARTY."

WITNESSETH:

WHEREAS, District desires to retain FIRST PARTY to provide certain professional services for District in connection with that certain project called:

“Santa Cruz Harbor Parking Management Plan”

WHEREAS, FIRST PARTY is licensed to perform said services and desires to and does hereby undertake to perform said services.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, PROMISES AND CONDITIONS of each of the parties hereto, it is hereby agreed as follows:

I. SCOPE OF WORK

In consideration of the payment by District to FIRST PARTY, as hereinafter provided, FIRST PARTY agrees to perform all the services as set forth in Santa Cruz Port District’s *Request for Proposals – Parking Management Study (RFP)*.

II. SCHEDULE FOR WORK

FIRST PARTY's proposed schedule for the various services required pursuant to this contract will be as set forth in the _____. District will be kept informed as to the progress of work by written reports, to be submitted monthly or as otherwise required in the _____. Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents or other events beyond the control of the other, or the other's employees and agents.

FIRST PARTY shall commence work immediately upon receipt of a "Notice to Proceed" from District. The "Notice to Proceed" date shall be considered the "effective date" of the Agreement, as used herein, except as otherwise specifically defined. FIRST PARTY shall complete all the work and deliver to District all project related files, records, and materials within one month after completion of all of FIRST PARTY's activities required under this Agreement.

III. COMPENSATION AND PAYMENT

A. District shall pay FIRST PARTY an all-inclusive fee that shall not exceed the amount as detailed in Exhibit "C", COMPENSATION AND PAYMENT.

B. FIRST PARTY's fee for the services as set forth herein shall be considered as full compensation for all indirect and direct personnel, materials, supplies and equipment, and services incurred by FIRST PARTY and used in carrying out or completing the work.

IV. EQUAL EMPLOYMENT OPPORTUNITY

A. FIRST PARTY, with regard to the work performed by it under this Agreement shall not discriminate on the grounds of race, religion, color, national origin, sex, handicap marital status or age in the retention of sub-consultants, including procurement of materials and leases of equipment.

B. FIRST PARTY shall take affirmative action to insure that applicants for employment, and employees, are treated during employment, without regard to

their race, color, religion, sex, national origin, marital status or handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training including apprenticeship.

C. FIRST PARTY shall post in prominent places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

D. FIRST PARTY shall state that all qualified applications will receive consideration for employment without regard to race, color, religion, sex, national origin, marital status or handicap.

E. FIRST PARTY shall comply with Title VI of the Civil Rights Act of 1964 and shall provide such reports as may be required to carry out the intent of this section.

F. FIRST PARTY shall incorporate the foregoing requirements of this section in FIRST PARTY's agreement with all sub-consultants.

V. PROSECUTION OF WORK

FIRST PARTY will employ a sufficient staff to prosecute the work diligently and continuously and will complete the work in accordance with the schedule of work approved by the District.

VI. ASSIGNMENT OF AGREEMENT AND TRANSFER OF INTEREST

A. FIRST PARTY shall not assign this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the District thereto, provided, however, that claims for money due or to become due to the FIRST PARTY from the District under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of an intended assignment or transfer shall be furnished promptly to the District.

B. In the event there is a change of more than 30% of the stock ownership or ownership in FIRST PARTY from the date of this Agreement is executed, then

District shall be notified prior to the date of said change of stock ownership or interest and District shall have the right, in event of such change in stock ownership or interest, to terminate this Agreement upon notice to FIRST PARTY. In the event District is not notified of any such change in stock ownership or interest, then upon knowledge of same, it shall be deemed that District has terminated this Agreement.

VII. INDEPENDENT WORK CONTROL

It is expressly agreed that in the performance of the service necessary for compliance with this Agreement, FIRST PARTY shall be and is an independent contractor and is not an agent or employee of District. FIRST PARTY has and shall retain the right to exercise full control and supervision of the services and full control over the employment, direction, compensation and discharge of all persons assisting FIRST PARTY in the performance of FIRST PARTY's services hereunder. FIRST PARTY shall be solely responsible for its own acts and those of its subordinates and employees.

VIII. CONTRACTOR QUALIFICATIONS

It is expressly understood that FIRST PARTY is licensed and skilled in the professional calling necessary to perform the work agreed to be done by it under this Agreement and District relies upon the skill of FIRST PARTY to do and perform said work in a skillful manner usual to the profession. The acceptance of FIRST PARTY's work by District does not operate as a release of FIRST PARTY from said understanding.

This Agreement is entered into by District with the express understanding and agreement that the work will be performed by and/or under the direct supervision of the following persons with the duties as follows: _____

FIRST PARTY shall not reassign the work to other persons without the prior written approval of District.

IX. NOTICES

All notices hereby required under this Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid. Notices required to be given to District shall be addressed as follows:

**Lisa A. Ekers, PE
Port Director
Santa Cruz Port District
135 5th Avenue
Santa Cruz, CA 95062
(831) 475-6161**

Notices required to be given to FIRST PARTY shall be addressed as follows:

(Add name / address for notices)

Provided that any party may change such address by notice, in writing, to the other party and thereafter notices shall be addressed and transmitted to the new address.

X. HOLD HARMLESS

The FIRST PARTY shall indemnify and hold harmless the District, its agencies, their officers, and employees from all claims, suits or actions of every name, kind and description, based on negligence or willful misconduct, brought for, or on account of, injuries to or death of any person or damage to property to the extent resulting from the performance of any work required by this Agreement by FIRST PARTY, its officers, employees and subcontractors. The duty of the FIRST PARTY to indemnify and hold harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code, provided, however, that nothing herein shall be construed to require the FIRST PARTY to indemnify the District, its subsidiary agencies, their officers, agents, employees and servants against any responsibility to liability in contravention of Section 2782 of the California Civil Code. Notwithstanding anything to the contrary neither party shall be liable to the other for any indirect,

special or consequential loss or damages resulting from or arising from this Agreement, including, without limitation business interruptions.

XI. INSURANCE

A. FIRST PARTY shall not commence work under this Agreement until all insurance required under this paragraph has been obtained and such insurance has been approved by the District, with certificates of insurance evidencing the required coverage.

B. There shall be a contractual liability endorsement extending the FIRST PARTY's coverage to include the contractual liability assumed by the FIRST PARTY pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the District, at the address shown in Section IX, of any pending cancellation of the policy. FIRST PARTY shall notify District of any pending change to the policy. All certificates shall be filed with the District.

1. Worker's Compensation and Employer's Liability Insurance:

The contractor shall have in effect during the entire life of this Agreement Worker's Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the FIRST PARTY makes the following certification, required by Section 18161 of the California Labor Code: "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement".

2. Liability Insurance:

The FIRST PARTY shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance (Commercial General Liability Insurance) on an occurrence basis as shall protect it while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as claims for property damage which may arise from the FIRST PARTY's operations under this Agreement, whether such operations be by FIRST PARTY or by any sub-consultant or by anyone directly or indirectly employed by either of them.

The amounts of such insurance shall be not less than One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000), in aggregate or Two Million Dollars (\$2,000,000) combined single limit bodily injury and property damage for each occurrence. FIRST PARTY shall provide the District with acceptable evidence of coverage, including a copy of all declarations of coverage exclusions. FIRST PARTY shall maintain Automobile Liability Insurance pursuant to this Contract in an amount of not less than One Million Dollars (\$1,000,000) for each occurrence combined single limit or not less than One Million Dollars (\$1,000,000) for any one (1) person, and one million dollars (\$1,000,000) for any one (1) accident, and three hundred thousand dollars, (\$300,000) property damage.

3. Professional Liability Insurance:

FIRST PARTY shall maintain a policy of professional liability insurance, protecting it against claims arising out of the negligent acts, errors, or omissions of FIRST PARTY pursuant to this Agreement, in the amount of not less than One Million Dollars (\$1,000,000) combined single limit. Said professional liability insurance is to be kept in force for not less than one (1) year after completion of services described herein.

C. District and its subsidiary agencies, and their officers, and employees shall be named as additional insured on any such policies of comprehensive general and automobile liability insurance, except professional liability and worker's compensation, which shall also contain a provision that the insurance afforded thereby to the District, its subsidiary agencies, and their officers, and employees shall be primary insurance to the full limits of liability of the policy, and that if the District, its subsidiary agencies and their officers and employees have other insurance against a loss covered by a policy, such other insurance shall be excess insurance only.

D. In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, District, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

E. Prior to the execution of this Agreement, any deductibles or self-insured retentions must be declared to and approved by District.

XII. RESPONSIBILITY AND LIABILITY FOR SUB-CONSULTANTS AND/OR SUBCONTRACTORS

Approval of or by District shall not constitute nor be deemed a release of responsibility and liability of FIRST PARTY or its sub-consultants and/or subcontractors for the accuracy and competency of the designs, working drawings, specifications or other documents and work, nor shall its approval be deemed to be an assumption of such responsibility by District for any defect in the designs, working drawings, specifications or other documents prepared by FIRST PARTY or its sub-consultants and/or subcontractors.

XIII. OWNERSHIP OF WORK PRODUCT

Work products of FIRST PARTY for this project, which are delivered under this Agreement or which are developed, produced and paid for under this Agreement, shall become the property of District. The reuse of FIRST PARTY's work products by District for purposes other than intended by this contract shall be at no risk to FIRST PARTY.

XIV. REPRESENTATION OF WORK

Any and all representations of FIRST PARTY, in connection with the work performed or the information supplied, shall not apply to any other project or site, except the project described in Exhibit "A" or as otherwise specified in Exhibit "A".

XV. TERMINATION OF AGREEMENT

A. District may give thirty (30) days written notice to FIRST PARTY, terminating this contract in whole or in part at any time, either for District's convenience or because of the failure of FIRST PARTY to fulfill its contractual obligations. Upon receipt of such notice, FIRST PARTY shall:

1. Immediately discontinue all services affected (unless the notice directs otherwise); and
2. Deliver to the District all data, drawings, specifications, reports, estimates, summaries, products and such other information and materials as may have been

accumulated or produced by FIRST PARTY in performing work under this Agreement, whether completed or in process.

B. If termination is for the convenience of District, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

C. If the termination is due to the failure of FIRST PARTY to fulfill its Agreement, District may take over the work and prosecute the same to completion by contract or otherwise. In such case, FIRST PARTY shall be liable to District for any reasonable additional cost occasioned to the District thereby.

D. If, after notice of termination for failure to fulfill Agreement obligations, it is determined that FIRST PARTY had not so failed, the termination shall be deemed to have been effected for the convenience of the District. In such event, adjustment in the contract price shall be made as provided in Paragraph B of this section.

E. The rights and remedies of the District provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.

XVI. INSPECTION OF WORK

It is FIRST PARTY's obligation to make the work product available for District's inspections and periodic reviews, during normal business hours and upon advance request by District.

XVII. BREACH OF AGREEMENT

A. This Agreement is governed by applicable federal and state statutes and regulations. Any material deviation by FIRST PARTY for any reason from the requirements thereof, or from any other provision of this Agreement, shall constitute a breach of this Agreement and may be cause for termination at the election of the District.

B. The District reserves the right to waive any and all breaches of this Agreement, and any such waiver shall not be deemed a waiver of any previous or subsequent breaches. In the event the District chooses to waive a particular breach of this

Agreement, it may condition same on payment by FIRST PARTY of actual damages occasioned by such breach of Agreement.

XVII. SEVERABILITY

The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified by the mutual consent of the parties.

XIX. CAPTIONS

The captions of this Agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify, or aid in the interpretation, construction, or meaning of any provisions of this Agreement.

XX. LITIGATION OR ARBITRATION

In the event that suit or arbitration is brought to enforce the terms of this contract, the prevailing party shall be entitled to litigation costs and reasonable attorneys' fees. The Dispute Resolution provisions are set forth on Exhibit "D", 'Dispute Resolution' attached hereto and by this reference incorporated herein.

XXI. TERM OF AGREEMENT

This Agreement shall remain in effect for the period of "Date" through "Date", unless extended, amended, or terminated in writing by in writing by District.

XXII. ENTIRE AGREEMENT

This document constitutes the sole Agreement of the parties hereto relating to said project and states the rights, duties, and obligations of each party as of the document's date. Any prior Agreement, promises, negotiations, or representations between parties not expressly stated in this document are not binding. All modifications, amendments, or waivers of

the terms of this Agreement must be in writing and signed by the appropriate representatives of the parties to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Santa Cruz Port District

By _____
Lisa A. Ekers

Title _____ Port Director
"District"

ATTEST:

Clerk, Santa Cruz Port District

FIRST PARTY:

By _____

Title _____
"FIRST PARTY"

ATTACHMENT B
PORT DISTRICT REQUIRED CERTIFICATIONS AND ASSURANCES

I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract:

1. I/we declare that all answers and statements made in the proposal are true and correct.
2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
3. The attached proposal is a firm offer for a period of 60 days following receipt, and it may be accepted by District without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.
4. In preparing this proposal, I/we have not been assisted by any current or former employee of District whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. If there are exceptions to these assurances, I/we have described them in full detail on a separate page attached to this document.
5. I/we understand that District will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of District, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
6. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by him/her prior to opening, directly or indirectly, to any other Proposer or to any competitor.
7. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
8. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
9. I/we grant District the right to contact references and other, who may have pertinent information regarding the ability of the Consultant/Contractor and the lead staff person to perform the services contemplated by this RFP.
10. I/we certify that I/we reviewed all requirements of the RFP and attachments thereto.

We (circle one) **are** / **are not** submitting proposed Contract exceptions on the Bid Form (see Attachment 2) If Contract exceptions are being submitted, I/we have listed them on the Bid Form.

On behalf of the Consultant/Contractor submitting this proposal, my name below attests to the accuracy of the above statement.

Signature (Authorized Agent of Company)

_____ Date

Printed Name / Address:

ATTACHMENT C

GENERAL TERMS AND CONDITIONS

DEFINITIONS - As used throughout this contract, the following terms shall have the meaning set forth below:

- A. "District" shall mean Santa Cruz Port District, or any of the officers or other officials lawfully representing District.
- B. "Agent" shall mean the Port Director, and/or the delegate authorized in writing to act on the Port Director's behalf.
- C. "Contractor" and/or "Consultant" shall mean that firm, provider, organization, individual or other entity providing hoist under this contract, and shall include all employees of the Contractor.
- A. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this contract under a separate contract with the Contractor. The terms "Subcontractor" and "Subcontractors" means Subcontractor(s) in any tier.
- B. "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers. Personal Information includes "Protected Health Information" as set forth in 45 CFR 164.50 as currently drafted and subsequently amended or revised and other information that may be exempt from disclosure to the public or other unauthorized persons under state and federal statutes.

ACCESS TO DATA - The Contractor shall provide access to data generated under this contract to District and the state auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Contractor's reports, including computer models and methodology for those models. Contractor agrees to make personal information covered under this agreement available to Agency for inspection or to amend the personal information. Contractor shall, as directed by Agency, incorporate any amendments to the personal information into all copies of such personal information maintained by the Contractor or its subcontractors.

ADVANCE PAYMENTS PROHIBITED - No payments in advance of or in anticipation of goods or services to be provided under this contract shall be made by District.

AMENDMENTS - This contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, also referred to as the "ADA" 28 CFR Part 35 - The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

ASSIGNMENT - Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of District.

ATTORNEYS' FEES - In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorneys' fees and costs.

CONFIDENTIALITY / SAFEGUARDING OF INFORMATION - The Contractor shall not use or disclose any information concerning District, or information which may be classified as confidential, for any purpose not directly connected with the administration of this contract, except with prior written consent of District, or as may be required by law.

COVENANT AGAINST CONTINGENT FEES - The Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Contractor for the purpose of securing business. District shall have the right, in the event of breach of this clause by the Contractor, to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

GOVERNING LAW - This contract shall be construed and interpreted in accordance with the laws of the state of California, and the venue of any action brought hereunder shall be in the Superior Court for Santa Cruz County.

INDEMNIFICATION - To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless District and all officials, agents and employees of District, from and against all claims for injuries or death arising out of or resulting from the performance of the Contract. Contractor's obligation to indemnify, defend, and hold harmless includes any claim by Contractors' agents, employees, representatives, or any subcontractor or its employees. Contractor expressly agrees to indemnify, defend, and hold harmless the District for any claim arising out of or incident to Contractor's or any subcontractor's performance or failure to perform the Contract. Contractor's obligation to indemnify, defend, and hold harmless the District shall not be eliminated or reduced by any actual or alleged concurrent negligence of District or its agents, agencies, employees and officials.

INDEPENDENT CAPACITY OF THE CONTRACTOR - The parties intend that an independent contractor relationship will be created by this contract. The Contractor and his or her employees or agents performing under this contract are not employees or agents of District. The Contractor will not hold himself/ herself out as or claim to be an officer or employee of District or of the state of California by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such employee under law. Conduct and control of the work will be solely with the Contractor.

LICENSING, ACCREDITATION AND REGISTRATION - The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this contract.

LIMITATION OF AUTHORITY - Only District shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this contract is not effective or binding unless made in writing and signed by the Agent.

NONCOMPLIANCE WITH NONDISCRIMINATION LAWS - In the event of the Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with District. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance.

NONDISCRIMINATION - During the performance of this contract, the Contractor shall comply with all federal and state nondiscrimination laws, regulations and policies.

OVERPAYMENTS AND ASSERTION OF LIEN - In the event that District establishes overpayments or erroneous payments made to the Contractor under this contract, District may secure repayment, plus interest, if any, through the filing of a lien against the Contractor's real property or by requiring the posting of a bond, assignment of deposit or some other form of security acceptable to District or by doing both.

PRIVACY - Personal information collected, used or acquired in connection with this contract shall be used solely for the purposes of this contract. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of District or as provided by law. Contractor agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.

PUBLICITY - The Contractor agrees to submit to District all advertising and publicity matters relating to this Contract wherein District's name is mentioned or language used from which the connection of District's name may, in District's judgment, be inferred or implied. The Contractor agrees not to publish or use such advertising and publicity matters without the prior written consent of District.

RECORDS MAINTENANCE - The Contractor shall maintain books, records, documents, data and other evidence relating to this Contract and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Contract, shall be subject at all reasonable times to inspection, review or audit by District, personnel duly authorized by District and federal and state officials so authorized by law, regulation or agreement. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

RIGHT OF INSPECTION - The Contractor shall provide right of access to its facilities to District, or any of its officers, or to any other authorized agent or official of District, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

SAVINGS - In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, District may terminate the contract under the "Termination for Convenience" clause, without the ten day notice requirement, subject to renegotiation at District's discretion under those new funding limitations and conditions.

SEVERABILITY - The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

SUBCONTRACTING - Neither the Contractor nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of District. In no event shall the existence of the subcontract operate to release or reduce the liability of the Contractor to District for any breach in the performance of the contractor's duties. This clause does not include contracts of employment between the contractor and personnel assigned

to work under this contract. Additionally, the Contractor is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subcontracts. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of District or as provided by law.

TAXES - All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

TERMINATION FOR CAUSE – In the event District determines the Contractor has failed to comply with the conditions of this Contract in a timely manner, District has the right to suspend or terminate this Contract. Before suspending or terminating the Contract, District shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 days, the Contract may be terminated or suspended. In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Contract and the replacement or cover Contract and all administrative costs directly related to the replacement Contract, e.g., cost of the competitive bidding, mailing, advertising and staff time. District reserves the right to suspend all or part of the Contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by District to terminate the Contract. A termination shall be deemed to be a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence. The rights and remedies of District provided in this Contract are not exclusive and are in addition to any other rights and remedies provided by law.

TERMINATION FOR CONVENIENCE - Except as otherwise provided in this contract, District may, by 10 days' written notice, beginning on the second day after the mailing, terminate this contract, in whole or in part. If this contract is so terminated, District shall be liable only for payment required under the terms of this contract for services rendered or goods delivered prior to the effective date of termination.

TERMINATION PROCEDURES - Upon termination of this contract, District, in addition to any other rights provided in this contract, may require the Contractor to deliver to District any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer. District shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by District, and the amount agreed upon by the Contractor and District for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services which are accepted by District, and (iv) the protection and preservation of property, unless the termination is for default. District may withhold from any amounts due the Contractor such sum as it determines to be necessary to protect District against potential loss or liability. The rights and remedies of District provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract. After receipt of a notice of termination, and except as otherwise directed by the Agent, the Contractor shall:

1. Stop work under the contract on the date, and to the extent specified, in the notice;
2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
3. Assign to District all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case District has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Agent to the extent Agent may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to District and deliver in the manner, at the times, and to the extent directed by the Agent any property which, if the contract had been completed, would have been required to be furnished to District;
6. Complete performance of such part of the work as shall not have been terminated by the Agent; and
7. Take such action as may be necessary, or as the Agent may direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which District has or may acquire an interest.

TREATMENT OF ASSETS -

- A. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in District upon delivery of such property by the Contractor.
- B. The Contractor shall be responsible for any loss or damage to property of District which results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C. If any Agency property is lost, destroyed or damaged, the Contractor shall immediately notify District and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to District all property of District prior to settlement upon completion, termination or cancellation of this contract.
- E. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.