

WES WHITE  
President

HARRY ADAMS  
Secretary

GERHARD WEBER  
Commissioner

RICK SHEPHERD  
Commissioner

BRIAN STONE  
Commissioner

## Crescent City Harbor District

Phone (707) 464-6174 Fax (707) 465-3535  
101 Citizen's Dock Road  
Crescent City, California 95531  
[www.ccharbor.com](http://www.ccharbor.com)



TIM PETRICK  
CEO/Harbormaster

### South Beach Bathroom and Shower Facility Request for Proposals

The Crescent City Harbor District is seeking a construction firm to prepare:

- a. an engineered project design for the construction of an ADA compliant bathroom and outdoor shower with four parking spaces;
- b. prepare and submit all required permits;
- c. construct the new bathroom /shower facility including utility connections and parking spaces.

The new bathroom facility will be located at the intersection of Anchor and Starfish Way, next to South Beach in Crescent City, California.

#### Bid Requirements:

1. Responders must be qualified to perform the work. Respondents should submit a brief narrative of their qualifications.
2. Please provide at least two (2) examples in the last 5 years where team members have completed project designs and construction for similar projects.
3. Please provide brief resumes of all team members, including whether they are a local business or individual, a small business, Disadvantaged Business Enterprises, Minority-owned Businesses, or Women-owned Businesses.
4. Pricing for the project must be presented in two categories:
  - a. Design and engineering of the project
  - b. Construction of the project.
5. Responses should include any modifications to the tasks or timeline the responder proposes to make.

Responses to this request must be received by the Harbor District by **Monday, July 24, 2023 by 5:00 PM**. Responses may be submitted via mail or hand delivery.

A conference call to discuss this RFP will be held on **Thursday, July 6<sup>th</sup>, 2023 at 11:00 AM**.  
Dial in number: (701) 802-5242  
Access code: 3682930

A tour of the project area will be conducted on **Thursday, July 13<sup>th</sup>, 2023 at 11:00 AM**.

**South Beach Bathroom and Shower Facility  
Request for Proposals  
Addendum Effective 7/7/2023**

Addendum 1:

The following addendum is made to the South Beach Bathroom and Shower Facility Request for Proposals:

1. CCHD will not hold the contractor liable for securing the final coastal commission permit. The responsibility for obtaining the final coastal commission permit will rest solely with the Crescent City Harbor District. The contractor shall assist the Harbor District in providing all necessary documentation and information to support the permit application process.

Page 4, Task 2: Secure Construction Permits

2. The Harbor District anticipates that it will be responsible for paying the utilities connection fee as required by the City to put the bathroom/shower facility into use. The contractor shall coordinate with the Harbor District and provide any necessary documentation or assistance in fulfilling the requirements for the utilities connection fee.

Page 4, Task 3a: Sewer, water and electricity extension

This addendum is to be considered an integral part of the South Beach Bathroom and Shower Facility Request for Proposals. All other terms and conditions of the original RFP remain unchanged.

If you have any further questions or require clarification regarding this addendum, please don't hesitate to contact the Crescent City Harbor District.

## **Section 1 – PURPOSE OF THE PROJECT**

The Crescent City Harbor District has received funding from the California Coastal Conservancy for the design and construction of an ADA compliant bathroom and shower facility at the intersection of Anchor and Starfish Ways, next to South Beach in the Harbor District.

The purpose of this project is to prepare an engineered design of the new bathroom and shower facility, secure all necessary permits, construct the facility, and ensure it is operational.

The Scope of Work for this project includes:

1. Preparation of engineered project design;
2. Completion and submission of required permits;
3. Construction of bathroom and shower facility and parking spaces;
4. Testing and securing permission to operate from permitting agencies.

## **Section 2 – PROJECT AREA**

The Project area for the construction of the bathroom and shower facility is the South Beach parking area at the intersection of Anchor Way and Starfish Way in the Crescent City Harbor District, De Norte County California.

The coordinates of the project area are 41.74539, -124.17886.

The project area is outlined in the attached map, (figure 1). Pictures are included to show the current state of the project area (figure 2).

The construction project will result in:

1. Construction of a new bathroom with three stalls on each side, six stalls total;
2. An ADA compliant stall on each side, (included in the six stalls);
3. Three exterior beach showers on bathroom structure wall;
4. Parking spaces including ADA parking space and an ADA compliant ramp from Anchor Way.

## **Section 3 – SCOPE OF SERVICES:**

The consultant shall conduct the following tasks:

1. Create Design:
  - a. Create initial design to be approved by the Harbor District;
  - b. Complete final engineered design for bathroom, shower and parking spaces.
2. Secure construction permits.
3. Bathroom and parking space construction:
  - a. Sewer, water, and electricity extension;
  - b. Site grading, prepare and pour pad;
  - c. Construction of facilities;

- d. Final tie in of utilities.
- 4. Secure occupancy permit.

### **Task 1 – Create initial design**

The construction firm will develop an engineered design drawing.

Task 1a Deliverable(s): Initial design drawing for Harbor District approval.

Task 1b Deliverable(s): Engineered design.

### **Task 2 – Secure construction permits**

The contractor will prepare the applications and secure the needed construction permits to construct the bathroom /shower facility and parking. Permits will include Construction permit, grading permit, utilities interconnect, and use permit.

Addendum Effective 7/7/2023: CCHD will not hold the contractor liable for securing the final coastal commission permit. The responsibility for obtaining the final coastal commission permit will rest solely with the Crescent City Harbor District. The contractor shall assist the Harbor District in providing all necessary documentation and information to support the permit application process.

Task 2 Deliverable(s): Construction permits.

### **Task 3. Bathroom Construction**

#### **a. Sewer, water and electricity extension**

The contractor will connect the utilities needed for the building. The bathrooms and showers will hook into an existing sewer line, minimizing any environmental impact from the project.

Addendum Effective 7/7/3: The Harbor District anticipates that it will be responsible for paying the utilities connection fee as required by the City to put the bathroom/shower facility into use. The contractor shall coordinate with the Harbor District and provide any necessary documentation or assistance in fulfilling the requirements for the utilities connection fee.

Task 3a Deliverable(s): Drawings and photos of utility extension.

#### **b. Site grading, prepare and pour pad**

The contractor will make the location level and create the foundation for the Bathroom building to sit on. During this task, sleeves for the electrical, water and wastewater connections will also be included. The pad will also include ADA compliant access to the bathroom, consisting of an ADA parking space.

Task 3b Deliverable(s): Drawings and photos of building pad.

**c. Construction of bathroom building with showers**

The contractor will finish construction of an ADA accessible bathroom with exterior showers at the site. The project will be constructed to meet Coastal Conservancy access standards and guidelines, including an ADA access ramp if needed.

Task 3c Deliverable(s): Final Building Design. Photos of completed building.

**d. Final tie in of utilities**

The contractor will ensure this task results in functioning lights, sinks, toilets, shower heads, and drains in the bathroom and exterior shower area.

Task 3d Deliverable(s): Final Utility Drawings and photos. Final inspection report by a licensed architect or registered engineer or the grantee’s Public Works Director, and a digital copy of “as built” drawings of the completed project.

**Task 4. Secure occupancy permit**

The construction firm will secure occupancy permit.

Task 4 Deliverable(s): Occupancy permit.

**Section 4 – SCHEDULE:**

Initial Design presented within 2 weeks of NTP.

Engineered Design presented within 4 weeks of CCHD approval of initial design.

Construction permits secured within 4 months of NTP

Completion of all tasks within 6 months of NTP

**Section 5 – EVALUATION CRITERIA:**

It is the Harbor District's intent to select a Responder best evidencing competence and professional qualifications necessary to perform the work required at a fair and reasonable cost after consideration of all evaluation criteria set forth below.

- (a.) Responsiveness to the Request for Proposal
- (b.) Proposed design elements (aesthetics, functionality, choice of materials, etc.)
- (c.) Proposed personnel who would complete the project (qualifications, experience, technical competence, reputation, etc.)
- (d.) Price

NOTE: The criteria listed above are not listed in any order of priority or preference. Depending upon the quality of the proposals received, the Harbor District reserves the right to reject any or all proposals, and to issue a completely new Request for Proposals if none of the proposals

received are satisfactory (as judged by the District in its sole opinion). The District also reserves the right to waive minor informalities or irregularities in any proposal, if it would allow the District to select the proposal or proposals that, in the District's sole opinion, would best serve the needs of the District within budget limitations. The District expressly reserves the right to extend the date by which bids are due.

**Attachments:**

**Photos/maps of construction site**

**Draft Contract**

**Figure 1. Satellite View with the proposed project area circled in red.**



**Figure 2: Proposed Project Area with South Beach in the background**



**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN THE CRESCENT DISTRICT HARBOR DISTRICT  
AND  
[CONSULTANT]**

This Agreement for Professional Services (“Agreement”) is made and entered into this [DAY] day of [MONTH], [YEAR], by and between the Crescent District Harbor District, a special district organized pursuant to the California Harbors and Navigation Code (“District”) and [CONSULTANT], a [corporation, partnership, limited liability company or limited liability partnership, sole proprietor, etc.] (“Consultant”). District and Consultant are sometimes referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

**RECITALS**

- A. District is in need of professional services for the following project:  
\_\_\_\_\_ (“the Project”).
- B. Consultant is duly licensed and/or has the necessary qualifications to provide such services for the Project.
- C. The Parties desire to establish the terms for the District to retain the Consultant in order to provide the services described herein.

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

**1. Services**

Consultant shall provide the District with the services described in the Scope of Services attached hereto as [Exhibit ‘A’](#) and hereby made a part of this Agreement; provided, however, that the contents of this Agreement shall supersede any provision in [Exhibit ‘A’](#) that is inconsistent herewith.

**2. Compensation**

- a. Subject to paragraphs 2(b) - (d) below, District shall pay for the services provided by Consultant in accordance with the Schedule of Charges set forth in [Exhibit ‘B’](#) attached hereto and hereby made a part of this Agreement; provided, however that the contents of this Agreement shall supersede any provision in [Exhibit ‘B’](#) that is inconsistent herewith.
- b. In no event shall the total amount paid for services rendered by Consultant pursuant to this Agreement exceed the sum of \$\_\_\_\_\_. This Agreement is subject to and contingent on budgetary appropriations being approved by the District Board of Harbor Commissioners for each fiscal year during the term of this Agreement. If such appropriations are not



approved, the Agreement will be immediately terminated without penalty to the District.

- c. Each month Consultant shall furnish District with an invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by categories, including labor, travel, materials, equipment, supplies, sub-consultant charges and miscellaneous expenses. District shall independently review each invoice submitted to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in paragraph 2(d). In the event any charges or expenses are disputed, the invoice shall be returned to the Consultant for correction and resubmission.
- d. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's invoice; provided however, that untimely invoices may be subject to nonpayment if funding has not been appropriated or budgeted for payment of the invoice due to Consultant's untimely submission. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in the work performed by Consultant.

### **3. Term of Agreement and Time of Performance**

Consultant shall perform its services hereunder in a prompt and timely manner, and in accordance with the Activity Schedule shown in [Exhibit 'C'](#) attached hereto and made a part hereof; provided, however, that the contents of this Agreement shall supersede any provisions in [Exhibit 'C'](#) that is inconsistent herewith. Work shall commence upon authorization from the District. Unless a different date is set forth in the Activity Schedule, the term of this Agreement shall be for a period of one (1) year from the date of execution of this Agreement unless terminated sooner pursuant to the provisions of this Agreement or when the services are complete. Such term may be extended upon written agreement of both District and Consultant.

### **4. Additional Work**

Consultant shall not be compensated for any services outside of the Scope of Services, except as provided in this paragraph. If changes in the work seem merited by Consultant or the District, a change in the scope of the work shall be processed by the District in the following manner: (1) a letter outlining the changes shall be forwarded to the District by Consultant with a statement of estimated changes in fee or time schedule, (2) an amendment to this Agreement

shall be prepared by the District and executed by both parties before performance of such services or the District will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

**5. Maintenance of Records**

Books, documents, papers, accounting records, and other evidence pertaining to work done and costs incurred pursuant to this Agreement shall be maintained by Consultant and made available for inspection, audit and copying by the District at all reasonable times during the term of this Agreement and for four (4) years from the date of final payment under the Agreement.

**6. Ownership and Use of Work**

All documents and materials prepared pursuant to this Agreement shall be considered the property of District, and will be turned over to District upon demand, but in any event upon completion of the work. District reserves the right to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other documents and materials prepared under this Agreement without the permission of Consultant. All documents and materials shall be delivered in a reproducible form. As used herein, "documents and materials" include, but are not limited to, any original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, and computer files prepared or developed pursuant to this Agreement.

**7. Findings Confidential**

Any reports, information, data or materials given to or prepared or assembled by Consultant under this Agreement are confidential and shall not be made available to any individual or organization by Consultant without prior written approval of District.

**8. Conflict of Interest**

Consultant hereby expressly covenants that no interest presently exists, nor shall any interest, direct or indirect, be acquired during the term of this Agreement that would conflict in any manner with the performance of services pursuant to this Agreement.

**9. Delays in Performance**

Neither the District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; pandemics; war; riots and other civil

disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

**10. Compliance with Law**

- a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government. If Consultant's failure to comply with applicable laws, ordinances, codes and regulations results in a claim for damage or liability to District, Consultant shall be responsible for indemnifying and holding the District harmless as provided in this Agreement.
- b. Consultant shall assist the District, as requested, in obtaining and maintaining all permits, if any, required of Consultant by federal, state and local regulatory agencies.

**11. Standard of Care**

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

**12. Assignment and Subconsultants**

Consultant shall not assign, delegate, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the District, which may be withheld for any reason. A consent to one assignment shall not be deemed to be consent to any subsequent assignment. Nothing contained herein shall prevent Consultant from employing independent associates and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

**13. Independent Consultant**

Consultant is retained as an independent Consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described in [Exhibit 'A'](#), subject to such directions and amendments from the District as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever.

Consultant enters into this Agreement as, and shall continue to be, an independent consultant. All services shall be performed only by Consultant and Consultant's employees, if applicable. Under no circumstances shall Consultant, or any of Consultant's employees, look to the District as his or her employer, or as a partner, agent or principal. Neither Consultant, nor any of Consultant's employees, shall be entitled to any benefits accorded to District employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Consultant shall be responsible for providing, at Consultant's expense, and in Consultant's name, unemployment, disability, worker's compensation and other insurance, as well as licenses and permits usual or necessary for conducting the services.

#### **14. Integration**

This Agreement represents the entire understanding of the District and Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment to this Agreement conflicts with a provision or clause in the Agreement, the provision or clause in this Agreement shall control. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

#### **15. Insurance**

##### **a. Commercial General Liability**

- (i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the District.
- (ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:
  - (1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001)
- (iii) Commercial General Liability Insurance must include coverage for the following:
  - (1) Bodily Injury (including death) and Property Damage
  - (2) Personal Injury/Advertising Injury
  - (3) Premises/Operations Liability

- (4) Products/Completed Operations Liability
  - (5) Aggregate Limits that Apply per Project
  - (6) Explosion, Collapse and Underground (UCX) exclusion deleted
  - (7) Contractual Liability with respect to this Contract
  - (8) Broad Form Property Damage
  - (9) Independent Consultants Coverage
  - (10) Sexual Misconduct Coverage, with no applicable sublimit
- (iv) All such policies shall name the Crescent City Harbor District, its Board of Harbor Commissioners and each member thereof, its officers, employees, and agents as Additional Insureds under the policy.
  - (v) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the District. All deductibles and self-insured retentions must be declared to the District prior to commencing work under this Agreement.

b. Automobile Liability

- (i) At all times during the performance of the work under this Agreement the Consultant shall maintain Automobile Liability Insurance for bodily injury (including death) and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the District.
- (ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 0001 (ed. 6/92) covering automobile liability, Code 1 (any auto).
- (iii) The automobile liability program may utilize deductibles, but not a self-insured retention, subject to written approval by the District.

c. Workers' Compensation/Employer's Liability

- (i) At all times during the performance of the work under this Agreement the Consultant shall maintain Workers' Compensation in compliance with applicable statutory requirements and Employer's Liability Coverage in amounts indicated herein.

- (ii) Such insurance shall include an insurer's Waiver of Subrogation in favor of the District and will be in a form and with insurance companies acceptable to the District.
  - (iii) If insurance is maintained, the workers' compensation and employer's liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the District.
  - (iv) Before beginning work, the Consultant shall furnish to the District satisfactory proof that he/she has taken out for the period covered by the work under this Agreement, full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof. Consultant shall require all subconsultants to obtain and maintain, for the period covered by the work under this Agreement, worker's compensation of the same type and limits as specified in this Section.
- d. Professional Liability (Errors and Omissions)
- (i) At all times during the performance of the work under this Agreement and for 60 months following the date of Project completion and acceptance by the District, the Consultant shall maintain Professional Liability insurance, in a form and with insurance companies acceptance to the District and in an amount indicated herein; provided, however, that if the work under this Agreement involves teaching, coaching, or childcare, Consultant shall provide Educators Legal Liability ("ELL") insurance in lieu of Professional Liability insurance
- e. Pollution/Asbestos Legal Liability
- (i) At all times during the performance of the work under this Agreement and for sixty (60) months following the date of Project completion, the Consultant shall maintain Pollution Legal Liability insurance and/or Asbestos Legal Liability insurance and/or Errors and Omissions (if the Project involves environmental hazards) in an amount indicated herein.
  - (ii) The Consultant, along with all employees, agents and subconsultants who have a reasonable probability of coming into contact with hazardous materials, shall be adequately trained to comply with and shall comply with all laws and regulations relating

to the care and protection of the environment in the performance of the work performed by the Consultant or any portion thereof.

f. Cyber Liability

- (i) At all times during the performance of the work under this Agreement and for sixty (60) months following the date of Project completion, the Consultant shall carry and maintain, at its own expense, including any District-approved deductibles or retentions, Cyber Liability insurance in an amount stated herein. The Cyber Liability policy must include security and privacy liability, media liability, business interruption and extra expense, and cyber extortion liability, as specified by the District. Such coverage is required if Consultant provides products and/or services related to information technology and electronic data processing (including hardware and software) to the District or as otherwise required by the District.

g. Minimum Policy Limits Required

- (i) The following insurance limits are required for the Agreement:

	<u>Combined Single Limit</u>
Commercial General Liability	\$1,000,000 per occurrence/\$2,000,000 aggregate for bodily injury (including death), personal injury and property damage
Automobile Liability	\$1,000,000 per occurrence for bodily injury (including death) and property damage
Employer's Liability	\$1,000,000 per accident for bodily injury or disease
Professional Liability / ELL	\$1,000,000 per claim and aggregate (errors and omissions)
Pollution/Asbestos Liability	\$1,000,000 per occurrence or claim/\$2,000,000 aggregate (if Project involves environmental hazards)
Cyber Liability Insurance	\$1,000,000 per occurrence/\$2,000,000 aggregate (if Project involves electronic data processing or development of hardware or software)

If Consultant maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by



Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

h. Evidence of Insurance Required

- (i) Prior to execution of the Agreement, the Consultant shall file with the District evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 2010 (or insurer's equivalent) signed by the insurer's representative, Certificate of Insurance (most recent version of Acord 25 Form or equivalent), and Additional Insured Endorsement verifying compliance with the requirements. All evidence of insurance shall be signed by a properly authorized officer, agent or qualified representative of the insurer and shall certify the names of the insured, any additional primary insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

i. Policy Provisions Required

- (i) The Crescent City Harbor District, its Board of Harbor Commissioners and each member thereof, its officers, employees, and agents shall be named as an additional insured on the Commercial General Liability policy, and, if the Project involves environmental hazards, on the Pollution/Asbestos Liability policy using form 2010 1185 or equivalent. Any subconsultant, subcontractor or similar entity performing work on the Project must add the District as an additional insured using CG form 20 38, or broader coverage. Blanket endorsements may be accepted at District's discretion. All policies shall contain or shall be endorsed to contain a provision that advanced written notice of any cancellation, including cancellation for non-payment of premium, shall be provided to the District. Statements that the carrier "will endeavor" and "that failure to mail such notice shall impose no obligation and liability upon the company, its agents or representatives," will not be acceptable on endorsements. At the District's sole discretion, the requirement to endorse policies to provide advanced written notice of cancellation to the District may be waived upon the Consultant's agreement that it shall provide the District with copies of any notices of cancellation immediately upon receipt.
- (ii) General Liability, Automobile Liability, and if required, Pollution Liability insurance policies shall contain a provision stating that the

Consultant's policies are primary insurance and that the insurance of the District or any named additional insureds shall not be called upon to contribute to any loss.

j. Qualifying Insurers

- (i) All policies required shall be issued by acceptable insurance companies, as determined by the District, which satisfy the following minimum requirements:

Insurance carriers shall be qualified to do business in California and maintain an agent for process within the State. Such insurance carrier shall have not less than an 'A' policyholder's rating and a financial rating of not less than "Class VII" according to the latest Best Key Rating Guide. Due to market fluctuations in the Workers Compensation sector, the District reserves the right and at its sole discretion to review and accept the Consultant's proposed Workers compensation insurance.

k. Additional Insurance Provisions

- (i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the District, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.
- (ii) If at any time during the life of the Agreement, the Consultant fails to maintain in full force any insurance required by the Agreement documents the District may terminate the Agreement or may elect to withhold compensation in an amount sufficient to purchase insurance to replace any expired or insufficient coverage.
- (iii) The Consultant shall include all subconsultants as insureds under its policies or shall furnish separate certificates and endorsements for each subconsultant. All coverage for subconsultants shall be subject to all of the requirements stated herein.
- (iv) The District may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.
- (v) Neither the District, nor its District Board, nor any member of thereof, nor any of the directors, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of the Contract.

**16. Indemnification**

To the fullest extent permitted by law, Consultant agrees to indemnify, defend (with independent counsel approved by the District) and hold harmless the District and its officers, employees and elected and appointed officials, and volunteers (each, an "Indemnified Party") from and against any and all liabilities (including without limitation all claims, losses, damages, penalties, fines, and judgments, associated investigation and administrative expenses, and defense costs, including but not limited to reasonable attorneys' fees, court costs and costs of alternative dispute resolution) regardless of nature or type, expressly including but not limited to those arising from bodily injury (including death) or property damage, arising out of or resulting from any act or omission to act of the Consultant, Consultant's agents, officers, employees, subconsultants, or independent consultants hired by Consultant under this Agreement. The Consultant's obligations apply regardless of whether or not a liability is caused or contributed to by the negligence (including passive negligence) or other act or omission of an Indemnified Party. The acceptance or approval of the Consultant's work by an Indemnified Party shall not relieve or reduce the Consultant's indemnification obligation. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against the District, its officials, officers, agents, employees or representatives. The provisions of this Section shall survive completion of the work under this Agreement or the termination of this Agreement and are not limited by the provisions relating to insurance.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

## **17. Confidentiality**

Consultant shall keep confidential all information, in whatever form, produced, prepared, observed or received by Consultant to the extent that such information is confidential by law or otherwise required by this Agreement.

**18. Laws, Venue, and Attorneys' Fees**

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Diego, State of California. In the event of any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorney's fees, as determined by the court.

**19. Termination or Abandonment**

- a. District may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress.
- b. Consultant may terminate this Agreement at any time upon thirty (30) days written notice of termination to District.
- c. If either Consultant or District fails to perform any material obligation under this Agreement, then, in addition to any other remedies, District or Consultant may terminate this Agreement immediately upon written notice.
- d. Upon termination of this Agreement, all property belonging to District which is in Consultant's possession shall be returned to District. Consultant shall furnish District with a final invoice for work performed by Consultant. District shall have no obligation to pay Consultant for work performed after termination of this Agreement.

**20. Organization**

Consultant shall assign \_\_\_\_\_ as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the District. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement.

**21. Notice**

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed as shown below and shall be effective upon receipt thereof.

DISTRICT: Name Title: Crescent City Harbor District 101 Citizens Dock Road Crescent City, CA 95531	CONSULTANT: Attn: Title Company Address City, State Zip
---	--

**22. Third Party Rights**

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the District and the Consultant.

**23. Severability and Waiver**

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid or illegal. Waiver by any party of any portion of this Agreement shall not constitute a waiver of any other portion thereof.

**24. Non-discrimination**

Consultant will comply with all applicable federal, state and local laws, ordinances, and regulations, including the Americans with Disabilities Act (ADA), California Fair Employment and Housing Act (FEHA) and Title VII of the Civil Rights Act of 1964. Consultant will not discriminate in any way, against any person, on the ground of race, color, national origin, religion, religious creed, age (over 40), sex and gender (including pregnancy, childbirth, breastfeeding or related medical conditions), sexual orientation, gender identity, gender expression, disability (mental and physical), medical condition, genetic information, marital status, or military and veteran status, in connection with services under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CRESCENT CITY HARBOR  
DISTRICT:

CONSULTANT:

By: \_\_\_\_\_  
[NAME]  
Harbormaster/CEO

By: \_\_\_\_\_  
[Name]  
[Title]

APPROVED AS TO FORM:

BEST BEST & KRIEGER LLP

By: \_\_\_\_\_  
Ruben Duran  
District General Counsel