



**REQUEST FOR PROPOSALS
TO PROVIDE
FINANCIAL ASSESSMENT**

**RFP Issue Date: May 28, 2021
Proposal Due Date: June 28, 2021
Award Date: July 9, 2021**

1. INTRODUCTION

The **Crescent City Harbor District** (“District”) is seeking proposals from an experienced firm or individual specializing in performing evaluations of local government financial operations (“Contractor”) to conduct a comprehensive organizational and operational assessment (“Assessment”) of the District’s financial operations (“Services”). The Assessment is intended to identify the best principles and opportunities to maximize the financial organization and operations of the District and then develop a plan with District staff to implement them.

The Assessment will:

- Determine the District’s current financial state, and the recommended roadmap to ensure that the District is a valued enterprise that proactively manages its financial resources.
- Determine an organizational structure that positions the District to support effective financial operations.
- Maximize the District’s stewardship and transparency of public resources and assets.
- Ensure the financial operations of the District are aligned with best practices, growth potential, and technology.
- Develop a final plan with a list of recommended actions to address issues identified in the assessment (“Implementation Plan”).

The Implementation Plan will:

- Convert the list of recommended actions into policies and procedures that the District will adopt, as the District determines are needed.

The Consultant shall be experienced in providing similar services to local governments for financial operations

QUALIFICATIONS REQUIRED:

- Certified Public Accountant(s) licensed to practice in the State of California.
- Previous auditing experience with California Special Districts.
- A record of quality audit work.
- Experience with U.S. Department of Agriculture (“USDA”) loans preferred.

2. BACKGROUND

The Crescent City Harbor District is located along the Pacific Ocean in Del Norte County; the northernmost county in California. Crescent City is the county seat and has a population of 6,400 and Del Norte County has a population of 27,552. Del Norte County and Crescent City have traditionally relied upon a natural resource industry but is now more heavily reliant on tourism and recreation; service-based economies.

The Harbor is an economic engine for this region providing quality jobs, commercial and retail opportunities, access to recreation, supports local fishing fleets, and hosts year-round events and activities.

The Harbor has endured several major natural disasters and has had to rebuild its marina time and again; with less than adequate assistance from State and Federal agencies causing the Harbor to take on large debt to rebuild. The Harbor Commissioners and staff are diligent in seeking opportunities and funding options to continue to support the Harbor facilities and to plan their growth.

In planning for the future, the Harbor’s focus includes strategic capital investments that keep facilities in step with today’s trade and industry demands by developing new maritime commercial opportunities, utilizing underdeveloped lands,

enhancing recreation and tourism activities, tackling infrastructure improvements, and modernizing the Harbor. Maximize the revenues.

The Harbor's future also relies on efficient management of Harbor facilities, commitment to environmental stewardship, and collaboration with the community and local governments. The Harbor's strategy strives to ensure longevity of economic diversity and funding through a sustainable, healthy mix of development, tenants and revenue generation.

The financial operations of the District include: accounting for all revenues and expenditures of the District, compiling information and data, monitoring the budget, recording and reporting all expenditures and revenue of the District, and preparing Profit and Loss, cash flow and balance sheet. Working with auditor to prepare past years annual financial Report, along with providing ongoing analysis of the financial condition of the District, debt issuance, debt management and the investing of District funds, as required by law.

3. PROPOSAL REQUIREMENTS

2.01 General

Each proposal shall include a description of the type, technical experience, background, qualifications and expertise of the Proposer. The description shall show that the Proposer possesses the demonstrated skills and professional experience to perform the general functions of the Project and fulfill the goals and vision of the District.

2.02 Contents

a. Executive Summary (limit: 2 pages)

Provide an overview of the entire proposal describing the general approach or methodology the Contractor will use to meet the goals and fulfill the general functions required in this RFP.

b. Table of Contents (limit: 1 page)

c. Identification of the Proposer (limit: 1 page)

- i. Legal name and address of company.
- ii. Legal form of company (corporation, partnership, etc.).
- iii. Address and phone number of the office that will be primarily responsible for providing services for this Proposal.
- iv. California Business License Number.

d. Staffing Resources (limit: 2 pages)

- i. Staffing and Key Personnel

- a. Provide total number of professional staff employed by the contractor.
 - b. Identify two (2) persons that will be principally responsible for working with the District. Indicate the role and responsibility of each individual. If the Proposer is chosen as a finalist, these principal individuals must attend the interview and in-person presentation if one is held.
 - c. Provide brief biographies of individuals that will be working directly with the District.
- e. Fiscal Stability (limit: 1 page - not including supporting documentation)

The Proposer should provide evidence of corporate stability including:

- i. A current report from any commercial credit rating service such as Dun & Bradstreet or Experian; or
 - ii. A letter from a financial institution stating a current line of credit.
- f. Experience and Technical Competence (limit: 5 pages)
- i. Experience
 - 1. The Proposer shall provide a description of how the Proposer's experience, technical and professional skills will meet the goals and fulfill the general functions identified in this RFP.
 - 2. The Proposer shall state the number of years the contractor has conducted business. Proposer must have at least four (4) years' experience in providing the required scope of financial for public clients. Please provide three references to support the number of years of experience with public clients. Include the name, address, and phone number of each reference.
 - 3. The Proposer should describe any experience with providing services for a facility for the District. Include the name and description the project.
 - ii. Project Specific Experience

1. *Relevant Experience*

Information regarding any of the above may, at the sole discretion of the District, be deemed to indicate an unsatisfactory record of performance.

- h. Insurance. The Proposer warrants the following: The company, firm or individual is willing and able to obtain an Errors and Omissions Insurance Policy providing a prudent amount of coverage for the willful or negligent acts or omissions of any officers, employees, or agents thereof.

3. PRE-SUBMITTAL ACTIVITIES

3.01 Questions Concerning Request for Proposal

All questions, interpretations or clarifications, either administrative or technical must be requested in writing electronically and emailed to:

Crescent City Harbor District
Interim Harbormaster: Tim Petrick
tpetrick@ccharbor.com

All written questions will be answered in writing and conveyed to all via online posting. Oral statements regarding this RFP by any persons should be considered unverified information unless confirmed in writing. To ensure a response, questions must be received in writing by the scheduled date given in Section 6 of this RFP (the Schedule of Events).

3.03 Revision to the Request for Proposal

The District reserves the right to revise the RFP until the date specified in Section 6 of this RFP (the Schedule of Events). Revisions to the RFP shall be mailed to all Proposers that have timely submitted a Letter of Interest. The District expressly reserves the right to extend the date by which proposals are due.

4. SUBMITTAL REQUIREMENTS

4.01 General

It is strongly recommended that the Proposer submit proposals in the format identified in this section to allow the District to fully evaluate and compare the proposal. All requirements and questions in the RFP should be addressed and all requested data

shall be supplied. The District reserves the right to request additional information which, in the District's opinion is necessary to assure that the Proposer's competence, number of qualified employees, business organization and financial resources are adequate to perform according to contract.

4.02 Preparation

Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Responses should emphasize the Proposer's demonstrated capability to perform work of this type. Expensive bindings and promotional materials, etc., are not necessary or desired. However, technical literature that supports the Project approach and work plan should be forwarded as part of the Proposal. Emphasis should be concentrated on completeness, approach to the work and clarity of proposal.

4.03 Format

Proposals shall adhere to this required format for organization and content. Proposal must be divided into the individual sections and organized as follows:

- a. Executive Summary: This section shall include a response to Section 2.02 (a). (2 pages)
- b. Table of Contents: Provide a table of contents referencing section headings and page numbers.
- c. Identification of the Proposer: This section shall include a response to Section 2.02 (c). (1 page)
- d. Staffing Resources: This section shall include a response to Section 2.02 (d). (2 pages)
- e. Fiscal Stability: This section shall include a response to Section 2.02 (e). (1 page)
- f. Experience and Technical Competence: This section shall include a response to Section 2.02 (f). (5 pages)
- g. Proposed Method to Accomplish Work: This section shall include a response to Section 2.02 (g). (3 pages)
- h. Cost and Fee Proposal.

Tabs should be provided for each of the sections listed above. The proposal shall not exceed 30 pages excluding front and back covers, tabs, appendices and supporting documentation.

The proposal shall be signed by an individual or individuals authorized to execute legal documents on behalf of the Proposer.

4.04 Date, Time and Place of Submission

The proposal must be received **no later than June 11, 2021 at 5:00pm**, at the office of:

Crescent City Harbor District
101 Citizens Dock Road
Crescent City, CA 95531
Attention: Tim Petrick; Interim Harbormaster

Submission of proposals by facsimile or e-mail is not acceptable. The Proposer is entirely responsible for the means of delivering the proposal to the appropriate office on time. Delays due to internal routing of misdirected proposals or due to verbal directions given by District staff shall be the responsibility of the Proposer. The proposal must be completed and delivered in sufficient time to avoid disqualification for lateness due to difficulties in delivery. **LATE PROPOSALS WILL NOT BE ACCEPTED.**

Modifications of proposals received after the deadline specified in this section will not be considered.

4.05 Number of Copies

One (1) unbound original and an electronic pdf file of the proposal shall be submitted to the District contact person identified in Section 4.04.

5. EVALUATION AND AWARD OF CONTRACT

5.01 Responsiveness to RFP

All proposals shall be reviewed to verify that the Proposer has met the minimum requirements of the RFP. Proposers are encouraged to follow the format of the RFP in order to facilitate District review.

5.02 Evaluation and Award of Contract

It is the District's intent to select a contractor best evidencing demonstrated competence and the professional qualifications necessary to perform the described services required at a fair and reasonable cost after consideration of all evaluation criteria set forth below. Criteria are not listed in any order of priority or preference. The District will evaluate the proposals based on the following criteria:

1. Responsiveness to RFP.
2. Proposed Project approach.
3. Experience and technical competence.
4. Qualifications of personnel proposed for the Project.
5. Price.

The District reserves the right to reject all proposals, select by proposal review only or interview as needed. Certain contractors may be selected to make a brief presentation and oral interview after which a final selection will be made. The landscape services contractor will be selected on the basis of information provided in the RFP, in-person presentations, and the results of the District's research and investigation. Upon selection of a contractor, the District will endeavor to negotiate the commercial terms of contract with the selected contractor. In the event that the District is unable to reach agreement, the District will proceed, at its sole discretion, to negotiate with the next contractor selected by the District. The District reserves the right to contract for services in the manner that most benefits the District including awarding more than one contract if desired.

4. SCHEDULE OF EVENTS

The District anticipates the following time line for the process of selecting a contractor:

<u>Action</u>	<u>Date</u>
Release of Request for Proposal	May 28, 2021
Last Day to Submit Questions for Clarification received by the District on or before 2:00 PM	June 23, 2021
Clarifications Issued by District on or before 2:00:00 PM	June 27, 2021
Deadline for Receipt of Proposals submitted on or before 5:00 PM	June 28, 2021
Notification of Finalist(s)	June 30, 2021
Interview of Finalist(s)	July 6, 2021
Notification of Intent to Award	July 12, 2021
Authorization to Negotiate Contract – Board of Harbor Commissioners	

5. GENERAL PROVISIONS

9.01 Additional Services

The District may elect, at any time, to amend any contract awarded hereunder to require the selected contractor to provide additional services. In this case, the selected contractor and the District will agree mutually on the scope and fees associated with any additional services.

9.02 Addenda

The District may modify this RFP or any of its deadline dates set forth in Section 6 of the RFP prior to the date fixed for submission of proposals by issuance of an addendum to all contractors who attended the pre-proposal meeting.

9.03 Alternative Proposals

Only one final proposal is to be submitted by each Proposer. Multiple proposals will result in rejection of all proposals submitted by the Proposer.

9.04 Withdrawal of RFP

The Proposer may withdraw its RFP by submitting a written or facsimile request signed by the Proposer's authorized representative, prior to the time and date specified for proposal submission to the following person and address:

Crescent City Harbor District
101 Citizens Dock Road
Crescent City, CA 95531
Attention: Tim Petrick; Interim Harbormaster

Proposals may be withdrawn and resubmitted in the same manner if done so before the proposal submission deadline. Withdrawal or modification offered in any other manner will not be considered.

9.05 Reservations

The District reserves the right to cancel this RFP at any time prior to contract award without obligation in any manner for proposal preparation, interview, fee negotiation or other marketing costs associated with this RFP.

The District may reject any or all proposals and may waive any immaterial deviation in a proposal. The District's waiver of an immaterial defect shall in no way modify the RFP documents or excuse the Proposer from compliance with the other provisions of this RFP.

9.06 Disposition of Proposals

Proposals become the property of the District and may be returned only at the District's option and at the Proposer's expense. Information, excluding Proposer's financial information, contained therein shall become public documents subject to the Public Records Act.

9.07 Non-Responsive Proposals

A proposal may be considered non-responsive if conditional, incomplete, or if it contains alterations of form, additions not called for, or other irregularities that may constitute a material change to the proposal.

9.08 Exceptions to this RFP

The District will not consider any deviations from this RFP. In submitting a proposal in response to this RFP, Proposer is certifying that it takes no exceptions to this RFP, including but not limited to the District's standard Maintenance Services Agreement for Financial Support Services attached hereto as Exhibit "B". The Proposer is directed to carefully review the proposed Professional Services Agreement and, in particular, the insurance and indemnification provisions therein.

9.09 Non-Discrimination

The District does not discriminate on the basis of race, color, national origin, religion, age, ancestry, medical condition, disability or gender in consideration for an award of contract.

EXHIBIT "A"

SCOPE OF SERVICES

1. The Proposer will conduct an organizational and operations Assessment of Crescent City Harbor District which is intended to be a proactive, objective operational assessment to understand what is working, what could be improved within the District's financial operations and management. This effort should create impartial insight into – but not be limited to – the following:
 - a. Existing technology, available technology, technology gaps, and technology needs;
 - b. Financial management and administrative policies;
 - c. Internal controls;
 - d. Availability and use of resources;
 - e. Employee, vendor and other stakeholder service level satisfaction;
 - f. Centralization or decentralization of specific finance functions; and
 - g. Current performance measures and those based on industry standards within each the District's financial accounts and investments.

It is the District's intention that the findings and recommendations of this Assessment should be based on – but not be limited to – the following:

- Best-management practices and industry standards;
- Optimal organizational structure model;
- Streamlining procedures and processes;
- Staffing requirements by functional area, both current and future, including specific benefits and outcomes with adding and/ or reducing staff;
- Initiatives, goals and objectives of the District;
- The efficiency and effectiveness of the District's financial organization and operations relating to staffing, workload distribution, scheduling, productivity, technology, policy, and supervisory structure; and
- Training needed to maximize the District's financial operations.

2. **Project Status Meetings.** Personnel from the Proposer and District will, as scheduled at a mutually agreed upon frequency, meet to discuss the scope of this Project and the progress made by the Proposer in the performance of their obligations hereunder.
3. **Final Reports.** The Proposer shall develop and produce a comprehensive final report which shall contain the study's methodology, an executive summary, findings, recommendations, key issues and opportunities, estimated costs and timelines for implementation and suggested Implementation Plan. Proposers shall provide an electronic version of the final report. Proposers will be expected to deliver at the end of the engagement a formal presentation to the City

Manager's Office, Finance Department and City Council (as appropriate) regarding the report or components contained in the final report. Proposers will also be expected to deliver interim presentations to key stakeholder groups when beneficial to the initiative.

4. Deliverables. As a result of the above scope of services and the agreement between the selected Proposer and the District, the selected Proposer shall be expected to present the following: Project Plan outlining the project completion of deliverables.

- a. A written report that outlines findings and recommendations related to the work undertaken.
- b. Findings and recommendations should include best practices, techniques and methods that are consistent with modern finance procedures and organizational development and a detailed comparison of current practices contrasted against preferred practices.
- c. A timeline and the actions necessary to implement recommendations. Such a plan will consider and address impediments to implementing the recommendations, measures to address such obstacles, and alternative recommendations in case such impediments cannot be overcome.
- d. Presentation to the District administration and ad hoc committee of the Board of Harbor Commissioners on the Implementation Plan.

5. Monitoring. The Harbormaster will monitor performance levels and progress on the Project.

EXHIBIT "B"
PROFESSIONAL SERVICES AGREEMENT

**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 situated in the County of Del Norte, State of California or if in federal court, the U.S. District Court for the Northern District 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
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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

EXHIBIT 'A'
SCOPE OF SERVICES

EXHIBIT 'B'
SCHEDULE OF CHARGES

EXHIBIT 'C'
ACTIVITY SCHEDULE