

SAN MATEO COUNTY HARBOR DISTRICT

REQUEST FOR PROPOSALS (RFP) 2018-08

**Oyster Point Marina East Dock Replacement Design, Engineering, Permitting and
Construction Management Services**

Request for Proposals



RFP 2018-08

for

**Oyster Point Marina East Dock Replacement
Design, Engineering, Permitting and Construction
Management Services**

Response Due:

No later than 2:00 PM October 1, 2020

Submit Responses and Direct Questions to:

**John Moren
Director of Operations
San Mateo County Harbor District
PO Box 1449
504 Avenue Alhambra, Suite 200
El Granada, CA 94018**

(650) 583-4400

jmoren@smharbor.com

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NOTICE INVITING PROPOSALS

NOTICE IS HEREBY GIVEN that sealed proposals will be received in the Administration Offices of the San Mateo County Harbor District (District) either by U.S. Postal Service addressed to its mailing address, P.O. Box 1449, El Granada, CA 94018; or by courier or personal delivery to the San Mateo County Harbor District, 504 Avenue Alhambra, 2nd Floor, El Granada, CA, by **October 1, 2020 at 2:00 PM, Pacific Time**, for the following:

REQUEST FOR PROPOSALS (RFP) 2018-08, REQUEST FOR PROPOSAL FOR: Oyster Point Marina East Dock Replacement Design, Engineering, Permitting and Construction Management Services

NOTE: The United States Postal Service does not deliver mail to District Office. The District shall not be responsible for timely receipt of submittals if addressed to the District's P.O. Box address.

The San Mateo County Harbor District ("District") is requesting proposals from qualified marina design and engineering firms or individuals (Proposer) to provide professional design, engineering, technical specifications, permitting and construction management services for the replacement of dock(s) at Oyster Point Marina.

The District hereby notifies all Proposers that it is the policy of the District to ensure nondiscrimination on the basis of race, color, national origin or sex in the award and administration of contracts.

Requests for modifications or clarifications of any requirement must be submitted in writing by email to:

RFP@smharbor.com, or by U.S. Mail to U.S. Postal Service address above. All such requests must be received in District's office by: **September 15, 2020, at 5:00pm, Pacific Time.**

Proposals will be examined by District Staff and reported to the San Mateo County Harbor District Board of Harbor Commissioners within one hundred twenty (120) calendar days after the proposals have been opened. The District reserves the right to reject any and all proposals; or to waive any irregularities or informalities in any proposal or in the proposal procedure; or to postpone the proposal opening for good cause. No Proposer may withdraw its proposal for a period of one hundred twenty (120) calendar days after the date of opening of the proposals. Each Proposer will be notified of award of contract, if an award is made.

The RFP Documents are available for download on the District's website. To download the documents, go to the District's website home page at <http://www.smharbor.com>, click on Requests for Proposals, scroll down to RFP 2018-08. Downloading RFP documents from the District's website does not imply your firm is a potential proposer. In order to be included on the

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“List of Potential Proposers”, the District requests that all potential Proposers send an e-mail to jmoren@smharbor.com with firm name and contact information. We will ensure your firm receives any RFP updates. **Ultimately, it is the responsibility of the Proposer to check the District’s website for any Addenda that may be issued relative to this RFP.**

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1. PROPOSAL REQUEST

The San Mateo County Harbor District (District) requests Proposals from qualified Consultants to provide design, engineering, permitting and construction management services for Oyster Point Marina East Dock Replacement.

The District intends to replace Dock 12, with the possible addition of replacing Docks 13 and 14 concurrently, as they have exceeded their serviceable lives. Therefore, the District is currently requesting qualified firms or individuals to submit design, engineering, permitting and construction management proposals in two parts; **Alternative 1:** Design, engineering, permitting and construction management for replacement of Dock 12 alone, and **Alternative 2:** Design, engineering, permitting and construction management for replacement of Docks 12, 13 and 14. Proposers must include both Alternative 1 and Alternative 2 in their proposals.

Selected Proposer will complete 90% design/engineering submittals within one hundred eighty (180) calendar days of NTP issuance.

2. PROPOSAL TIME-LINE

Listed below is the Proposal Time-Line that outlines pertinent dates of which Proposers should make themselves aware:

September 9, 2020 @ 2:00pm PST	Mandatory Pre-Bid Conference and Site Walk
September 15, 2020 @ 5:00pm PST	Written Questions and Requests for Modifications or Clarifications are due
September 22, 2020 @ 5:00pm PST	Response to Questions and Requests for Modifications or Clarifications
October 1, 2020 @ 2:00pm PST	Proposals Due
Week of October 12, 2020 (Tentative)	Proposer Interviews, if held

These dates are subject to revision at the District's discretion.

3. SUBMITTAL OF PROPOSALS

A Requests for Modifications or Clarifications of the Proposal Specifications

Any requests for modifications or clarifications of the Request for Proposal shall be submitted in

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writing to the District Office to jmoren@smharbor.com by **September 15, 2020 @ 5:00pm PST**. Any interpretation, change, or correction of said Request for Proposal will be made by Addenda only, duly issued by the District Office no later than **September 22, 2020 @ 5:00pm PST**. Proposers should check the District's website at www.smharbor.com for any Addenda that may be issued relative to this RFP.

Copies of such Addenda will be furnished to each firm notifying District of their interest. All oral modifications of these conditions are void and ineffective. The District reserves the right to reject any Proposal that contains unauthorized conditions or exceptions.

B. Proposal Due Date

Proposers are requested to submit one (1) original, six (6) hard copies, and one (1) flash drive or thumb drive, containing an electronic searchable PDF and word (.doc) copy, of the Proposal to the District. In case of any discrepancies, the original will be considered by the District in evaluating the Proposal. The electronic version is provided for the District's administrative convenience only.

Proposals shall be submitted in a sealed envelope marked, "**REQUEST FOR PROPOSALS (RFP) 2018-08 Oyster Point Marina East Dock Replacement Design, Engineering, Permitting and Construction Management Services**" and plainly endorsed with Proposer's name and address.

Proposals shall be sent or delivered to the following address:

Mail To:
San Mateo County Harbor District
P.O. Box 1449
El Granada, CA 94018
Attention: Deputy Secretary of the District

Hand Deliver To:
San Mateo County Harbor District
504 Ave Alhambra, 2nd Floor
El Granada, CA 94018
Attention: Deputy Secretary of the District

NOTE: The United States Postal Service does not deliver mail to District Office. The District shall not be responsible for timely receipt of submittals if addressed to the District's P.O. Box address.

Proposals must be received no later than **October 1, 2020 @ 2:00 PM, Pacific Time**. Proposals

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received after the time and date specified will not be considered. The District is not responsible for deliveries delayed for any reason. The time received by the Deputy Secretary of the District shall determine the official time received. Submission of a Proposal shall constitute a firm offer to the District for one hundred twenty (120) calendar days from the submission deadline for Proposals.

Each Cost Proposal Form must be signed by one or more individuals with authority to bind the Proposer to the Proposal, as specified on Cost Proposal Forms 2 and 3. All Proposals without the appropriate signature(s) may be deemed non-responsive and may result in the rejection of the Proposal.

District staff will review all Proposals received and several finalists may be selected. These finalists may be invited to an oral interview. Please reserve the week of **October 12, 2020** as the tentative week planned for finalist interviews, should interviews be conducted. It is requested that the attendees be restricted to those individuals who will have direct involvement with the proposed services.

C. Proposal Forms and Sample Documents

The following documents are included in this Request for Proposals (RFP). Attachments A and D must be completed and submitted with the Proposal. Cost form(s) must be submitted in separate sealed envelope.

Attachment A	Cost Proposal Form
Attachment B	Sample Certificate of Insurance
Attachment C	Sample Professional Services Agreement
Attachment D	Acknowledgment of Addenda
Attachment E	Scope of Services

4. DESCRIPTION OF DISTRICT

The San Mateo County Harbor District was established, in 1933, by a Resolution of the Board of Supervisors, who established the entire area of the County of San Mateo as the District's boundaries.

The Army Corps of Engineers began work on a breakwater at Pillar Point for a harbor or refuge for the fishing fleet after World War II and finally completed it in 1961. The Johnson Pier, docks and 369 berths, and the inner breakwater were built during the 1970's and 1980's. Pillar Point remains a major commercial and sport fishing harbor, with 369 berths, on California's central coast, and is host to many public events

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including the annual Mavericks surfing competition and the Holiday boat decorating contest.

The District took over operation of Oyster Point Marina/Park from the City of South San Francisco in 1977. It then completed construction of docks and 589 berths, a new breakwater, and onshore facilities during the 1980's. The District diversified this recreational marina by establishing a ferryboat service. This reduced the number of berths to 408.

The District is governed by a five-member Board of Harbor Commissioners, who are elected County-wide for staggered four-year terms.

5. BACKGROUND

Oyster Point Marina was originally constructed in the 1960's. Operation and maintenance of the marina, which is located on land owned by the City of South San Francisco, was transferred to the San Mateo County Harbor District in 1977 via a Joint Powers Agreement. In the 1980's the District replaced the original docks in the west basin and expanded the marina into the east basin with construction of a new breakwater. A WETA ferry terminal was installed between 2009 and 2012. This Project included the installation of a new concrete floating guest dock and the replacement of one of the eastern docks, Dock 11. The marina currently has 408 slips spread over 12 docks. Docks 1-7 are in the west basin and Docks 8, 11, 12, 13 and 14 are in the east basin. Dock 7 has historically been operated by a third party through an annually renewed Commercial Activity Permit.

The District intends to replace Docks 12, 13 and 14, as they have exceeded their serviceable lives. The District may decide to replace Dock 12 first and replace Docks 13 and 14 at a later date. Therefore, the District is currently requesting qualified firms or individuals to submit design, engineering, permitting and construction management proposals in two parts; Alternative 1: Design, engineering, permitting and construction management for replacement of Dock 12 alone, and Alternative 2: Design, engineering, permitting and construction management for replacement of Docks 12, 13 and 14. Proposers must include both Alternative 1 and Alternative 2 in their proposals.

6. SCOPE OF SERVICES

See Attachment E, Scope of Services.

7. PROPOSAL CONTENT

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that Proposals follow the following basic format. The successful Proposer is

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expected to provide services as outlined in this RFP, and Proposer shall prepare its response to fully address its ability to satisfy these components. Although the District is not specifying a page limit, **clarity and conciseness are essential** and will be considered during Proposal evaluation. All proposals have two components, the Technical Proposal and the Cost Proposal. All pricing information shall be submitted separately in the Cost Proposal Forms. The Technical Proposal will consist of items 7A-G. The Cost Proposal will consist of item 7H.

A. Cover Letter - The signed cover letter should be on company letterhead clearly stating the firm name of the Proposer, business address, telephone and facsimile numbers, and e-mail address.

The following information should be provided:

- Introduce the firm and summarize its qualifications.
- Name(s) of authorized principals with authority to negotiate and contractually bind the firm.
- A statement that binds the Proposer to the proposed Scope of Services and Cost Proposal for **one hundred and twenty (120) calendar days**.
- Confirm acceptance of or indicate exceptions to the Sample Agreement. See Subsection 10.B.
- Indicate whether there are any conflicts of interest that would limit the Proposer's ability to provide the requested services. See Section 11.

B. Approach to Scope of Services - A demonstration of the Proposer's understanding of the proposed Scope of Services (Attachment E) is required as part of the Proposal. With respect to each task and deliverable described in the Scope of Services, discuss your approach and methodology for performing the services. Describe how you would staff each task, the level of effort required for each task, and how your staff would coordinate with and respond to District staff. Propose a timeline for completion of each element of the design and implementation of the project, including Alternatives 1 and 2.

Proposals must describe separately its approach and methodology for performing the services, identified in Alternatives 1 and 2 of the Scope of Services. The District reserves the right, in its sole discretion, to award a contract for either Alternative 1 or 2.

C. Proposer's Qualifications and Experience - The following information should be included in the Proposal:

(1) A brief description of the Proposer's qualifications for this Scope of Services and previous experience on similar or related work performed for local governmental agencies, including special districts, specifically port and harbor districts, if any. This description must include a summary of work performed, the period over which the work was completed, for whom it was performed, the location where it was performed, and the size of the Proposer's

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effort (i.e., cost and period of time).

- (2) The names of the lead individual and all key personnel who would be directly engaged in the performance of the Scope of Services. For each of these individuals, please submit:
- (a) A description of their qualifications and background, and number of years of experience in performing marina dock design, engineering, permitting and construction management services;
 - (b) A list of references, including a brief description of the nature of the work performed by the individual for each reference; and
 - (c) A description of their experience with public agency clients and with special districts, specifically harbor and port district agencies, if any.
- (3) Provide contact information for three references for which the Proposer has provided similar services to those described in these solicitation documents within the past three years. For each client submitted as a reference, Proposer shall supply a brief description of the work performed if not already detailed under Section 7.C(2) above.

D. State the Size, Structure, and Location(s) of Firm - Provide an organization chart that identifies the proposed client management team. Identify the primary staff person who will oversee the District's account and a listing of the names and titles of the staff who will support the District's account and describe the manner in which direction and supervision shall be exercised over the team by the firm's management and primary staff person.

E. Financial Stability - Provide pertinent information to allow the District to reasonably formulate a determination about the financial stability and strength of the Proposer such as financial references, financial statements, or other relevant documentation. Describe any administrative proceedings, claims lawsuits, settlements, or other exposures pending against the Proposer.

F. Acknowledgement of Addenda (Attachment D), if applicable

G. Certificate of Insurance - Provide a completed sample Certificate of Insurance (Attachment B) evidencing the coverage types and the minimum limits required as described in Section 12 of the Professional Services Agreement (Attachment C). The District requires this information to facilitate completing contract formalities in a timely manner, if an award is made.

H. Cost Proposal – Two (2) original Cost Proposal Forms will be submitted in a sealed envelope, separate from the Technical Proposal, with the envelope identified as “Cost Proposal” and shall include the Proposer’s name. The Proposer shall submit a cost proposal, attached herewith as Attachment A, based on a fixed all-inclusive Total Proposal price, including all expenses. Included in the Total Proposal Price is all labor, materials, taxes insurance, subcontractor costs, travel expenses, telephone costs, copying costs,

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profit, administrative and overhead fees, and all other costs as required in the Agreement.

The Cost Proposal form shall include separate fixed all-inclusive prices for performing the tasks identified in Alternatives 1 and 2.

8. WITHDRAWAL OF PROPOSAL

Submission of a Proposal shall constitute a firm offer to the District for one hundred twenty (120) calendar days from the submission deadline for Proposals.

A Proposer may withdraw its Proposal anytime before the date and time when Proposals are due, without prejudice, by submitting a written request for its withdrawal to the District Office at jmoren@smharbor.com, requests by telephone are not acceptable.

9. SELECTION CRITERIA

The District intends to award a Contract to the most qualified, responsible firm submitting a responsive Proposal. Ranking will be based on a maximum of 100 points, weighted as indicated below. In determining the number of points a Proposal will receive in each category, the District will consider the Proposal material submitted, oral interviews (if applicable), additional information requested by the District, client references and any other relevant information about a given Proposer. The following criteria will be used by the District's Evaluation Committee in the evaluation of the Proposals:

A. Proposal Understanding and Approach to the Scope of Services 0 - 65 Points

Proposals will be evaluated to ensure that the Proposer has demonstrated an understanding of each of the following elements:

- (1) Knowledge of the services required as it relates to the District's needs, and
- (2) Approach to the Scope of Services.

The Proposer's overall approach to achieving the project purpose will be assessed for its effectiveness, feasibility, responsiveness to the Scope of Services, and thoroughness.

B. Proposer's Qualifications and Experience 0 – 35 Points

The capabilities of each responding Proposer will be evaluated in these specific areas:

- (1) Experience in providing the specified services for similar operations and/or entities;

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- (2) The Proposer's past experience and performance on comparable government engagements, if any;
- (3) Experience and qualifications of staff assigned to the account, including the proposed staff committed to the project (identified by name), the quality of such staff, and the proper balance of relevant skills;
- (4) Work performed for recent clients and references; and
- (5) Financial stability of the firm.

10. SELECTION PROCESS

The District may reject any Proposal in which the technical approach or qualifications are not deemed to be within an acceptable or competitive range. The District may seek clarifications or additional information from any or all Proposers regarding their Proposals and may request modified Proposals or best and final offers.

Following the initial review and screening of the written Proposals, using the Selection Criteria described above, one or more companies *may* be invited to participate in the final selection process, which may include:

- A. Participation in an oral interview.
- B. Submission of any additional information as requested by the District.
- C. Checking references of firm and key personnel.
- D. Checking the firm's financial stability.

Upon completion of the final selection process, the District will rank each firm in accordance with the Selection Criteria above. After the ranking has been determined by the District, the District will open the cost proposal from the top-ranked firm only. The District may accept the Proposal or negotiate the terms and conditions of the Contract with the highest-ranked firm. If negotiations are unsuccessful, the District may open negotiations with the next-highest-ranked firm. If negotiations with this firm are also not successful, the District may repeat the negotiations process with the next-highest-ranked firm, or, at its sole discretion, the District may reject all remaining proposals.

The District reserves the right to conduct pre-award negotiations with any or all Proposers, and the right to award the Contract without negotiations. The District reserves the right to award the Contract without conducting interviews.

This RFP does not commit the District to awarding a Contract. Proposers shall bear all costs incurred in the preparation of the Proposal and participating in the Proposal process. The District reserves the right, in its sole discretion, to accept the Proposal it considers most favorable to the District's interest and the right to waive minor irregularities. The District further

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reserves the right to reject all Proposals and seek new Proposals when such procedure is reasonable and in the best interest of the District.

11. CONTRACT AWARD

A. Recommendation for Contract Award

District staff will make a recommendation to the District's General Manager, subject to approval by the Board of Harbor Commissioners. If an award of Contract is made, the District Board of Harbor Commissioners reserves the right to award the Contract to the responsive and responsible Proposer that it deems offers the most advantageous proposal to the District and best meets the requirements of the District, including technical approach, qualifications, and cost.

B. Form of Professional Services Agreement

The firm selected by the District to perform the services outlined in this RFP will be required to execute a Professional Services Agreement, a sample of which is attached as Attachment C.

If a Proposer desires any modifications to the agreement, they must be submitted for consideration with the Proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement without modification.

Attention is directed in particular, to the Indemnification and Insurance requirements set forth in Sections 11 and 12 of the Agreement, Attachment C.

C. Time for Execution of Contract

The Proposer to whom award is made shall execute the Professional Services Agreement with the District within ten (10) calendar days after receiving it for execution. If the Proposer to whom award is made fails to enter into the Contract as provided, the award may be annulled and an award may, at the discretion of the District Board of Commissioners, be made to the Proposer whose Proposal is the next most acceptable in the opinion of the District Board of Commissioners. Such Proposer shall fulfill every stipulation of the RFP as if it were the party to whom the first award was made.

D. Manner of Execution of Contract

If the Proposer is an individual, the Contract shall be executed by the individual personally. If the Proposer is a co-partnership, it is desirable that the Contract be executed by all of the partners, but it may be executed by one (1) of them.

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If the Proposer is a corporation, this Agreement must be executed by two corporate officers, consisting of: (1) the president, vice president or chair of the board; and (2) the secretary, assistant secretary, chief financial officer or assistant treasurer. In the alternative, this Agreement may be executed by a single officer or a person other than an officer provided that evidence satisfactory to the District is provided demonstrating that such individual is authorized to bind the corporation (e.g. a copy of a certified resolution from the corporation's board or a copy of the corporation's bylaws).

If the Proposer is a joint venture, the Agreement must be executed on behalf of each participating firm by officers or other authorized individuals. If the Proposer is an LLC, the Agreement must be executed by an officer or member who is authorized to bind the LLC.

E Documents Deemed Part of Contract

The RFP, including all attachments, RFP Addenda, if any, the Consultant's Proposal as accepted by the District, and approved Contract amendments, will be deemed a part of the Contract and will constitute the Contract Documents. The Contract Documents shall include the documents listed below, in the following order of precedence:

- (1) Contract Amendments
- (2) Professional Services Agreement
- (3) Addenda (if any) to RFP
- (4) RFP
- (5) Consultant's Proposal, as accepted by the District

12. PROTEST PROCEDURES

Protests based upon restrictive requirements or alleged improprieties in the RFP procedure must be filed in writing with the District's Director of Operations at least five (5) calendar days prior to Proposal opening. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

Protests based upon the District staff's recommendation for award of the Contract shall be submitted in writing to the Director of Operations within forty-eight (48) hours of receipt of notice of staff recommendation of award. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

Failure to comply with any of the requirements set forth in the District's written Proposal Protest Procedures may result in rejection of the protest.

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13. CONFLICT OF INTEREST

By submitting a Proposal, the Proposer represents and warrants that no director, officer or employee of the District is in any manner interested directly or indirectly in the Proposal or in the Contract which may be made under it or in any expected profits to arise there from, as set forth in Article 4, Division 4, Title I (commencing with Sec. 1090) of the Government Code of the State of California.

The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code Sections 1090 *et seq.* or Sections 87100 *et seq.* during the performance of services under this Agreement. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of this Agreement. Violation of this provision may result in this Agreement being deemed void and unenforceable.

Depending on the nature of the work performed, the Proposer may be required to publicly disclose financial interests under the District's Conflict of Interest Code. The Proposer agrees to promptly submit a Statement of Economic Interest on the form provided by the District upon receipt. No person previously in the position of director, officer, employee or agent of the District may act as an agent or attorney for, or otherwise represent, the Proposer by making any formal or informal appearance, or any oral or written communication, before the District, or any officer or employee of the District, for a period of twelve (12) months after leaving office or employment with the District if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, awards or revocation of a permit, license, grant or Contract.

The Proposer warrants that it has no organizational conflicts of interest at this time. Alternatively, the Proposer must disclose all known organizational conflicts of interest. An organizational conflict of interest occurs when, due to other activities, relationships, or contracts, a firm or person is unable, or potentially unable, to render impartial assistance or advice to the District; a firm or person's objectivity in performing the contract work is or might be impaired; or a firm or person has an unfair competitive advantage in proposing for award of a contract as a result of information gained in performance of this or some other agreement. See Sample Agreement for additional conflict of interest provisions that will be in effect during the Contract term.

14. CONFIDENTIALITY

The California Public Records Act (Cal. Govt. Code Sections 6250 *et seq.*) mandates public access to government records. Therefore, unless the information is exempt from disclosure by law, the content of any request for explanation, exception or substitution,

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response to these specifications, protest or any other written communication between the District and the Proposer shall be available to the public.

If the Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that the District withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Proposer may not designate its entire Proposal as confidential. Additionally, Proposer may not designate Proposal Forms as confidential.

If the Proposer requests that the District withhold from disclosure information identified as confidential, and the District complies with the Proposer's request, the Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the District from and against all damages (including but not limited to attorneys' fees that may be awarded to the party requesting the proposer information), and pay any and all cost and expenses related to the withholding of the proposer information. The Proposer shall not make a claim, sue or maintain any legal action against the District or its directors, officers, employees or agents in connection with the withholding from disclosure of Proposer information. If the Proposer does not request that the District withhold from disclosure information identified as confidential, the District shall have no obligation to withhold the information from disclosure and may release the information sought without liability to the District.

15. EX PARTE COMMUNICATION

Proposers and Proposers' representatives may not communicate orally with an officer, director, employee, or agent of the District, with the exception of the Procurement staff, Deputy Secretary of the District regarding this RFP until after a Notice to Proceed has been issued by the District. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the District during a public meeting.

In the context of this RFP, an "ex parte communication" is any communication regarding this RFP between a Proposer (or the Proposer's representative) and the District's General Manager, Board Member, officer, employee or consultant, regardless of who initiates the communication, other than as part of the procurement process specified herein, before the District issues a Notice to Proceed, unless it is in writing and available for disclosure to the general public.

16. WAIVER

By submitting a Proposal, the Proposer represents and warrants that it has sufficiently informed itself in all matters affecting the performance of the work or the furnishing of the

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labor, supplies, material, or equipment called for in the Contract Documents; that Proposer has checked its Proposal for errors and omissions; that the prices stated in its Proposal are correct and as intended by it and are a complete and correct statement of its prices for performing the work or furnishing the labor, supplies, materials, or equipment required by the Contract Documents.

The Proposer waives any claim against the District for costs incurred in preparing a Proposal and responding to this RFP.

ATTACHMENTS:

Attachment A: Cost Proposal Forms

Attachment B: Sample Certificate of Insurance

Attachment C: Sample Professional Services Agreement

Attachment D: Acknowledgment of Addenda

Attachment E: Scope of Services

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ATTACHMENT A

COST PROPOSAL FORMS

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COST PROPOSAL FORMS

TO: SAN MATEO COUNTY HARBOR DISTRICT
EL GRANADA, CALIFORNIA

Pursuant to the Notice Inviting Proposals, the undersigned Proposer herewith submits a Proposal on the Proposal Form or Forms attached hereto and made a part hereof, and binds itself on award by the San Mateo County Harbor District under this Proposal to execute a Contract in accordance with its Proposal, the Proposal Documents, and the award. The attached Notice Inviting Proposals and Addenda, if any, are made a part of this Proposal and all provisions thereof are accepted, and all representations and warranties required thereby are hereby affirmed.

THE PROPOSAL BELOW INCLUDES ANY AND ALL LABOR, MATERIALS, APPLICABLE TAXES, INSURANCE, SUBCONTRACTOR COSTS, TRAVEL EXPENSES, TELEPHONE COSTS, COPYING COSTS, PROFIT, ADMINISTRATIVE AND OVERHEAD FEES, AND ALL OTHER COSTS NECESSARY FOR THE PERFORMANCE OF ALL THE SERVICES CALLED FOR UNDER THE FOLLOWING CONTRACT.

Alternative 1: Cost Proposal Fee Schedule for Dock 12 Replacement

	Description	Fee
a)	Design/Engineering/Permitting	
b)	Public Outreach/Workshops	
c)	Bid Support/Construction Management	
d)	Project Funding Assistance	

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Alternative 2: Cost Proposal Fee Schedule for Docks 12, 13 and 14 Replacement

	Description	Fee
a)	Design/Engineering/Permitting	
b)	Public Outreach/Workshops	
c)	Bid Support/Construction Management	
d)	Project Funding Assistance	

The Cost Proposal Form must be signed on the next two pages (pages 21 or 22). Proposals submitted in any other form will be considered non-responsive and may be rejected. Signatures herein bind Proposer to the entirety of its Proposal, including all documents submitted with these Cost Proposal Forms.

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CONTACT INFORMATION OF PERSON AUTHORIZED TO EXECUTE CONTRACT

Name:

Business Address:

City/State/Zip:

Telephone Number:

Facsimile Number:

E-Mail Address:

MANDATORY SIGNATURE(S)

- SOLE OWNER, sign here:** I sign as sole owner of the business named above.
-

- PARTNERSHIP, one or more partners sign here:**

The undersigned certify that we are partners in the business named above and that we sign this Contract Proposal with full authority to do so.

- CORPORATION OR LLC, sign here*:** The undersigned certify that they sign this Contract Proposal with full and proper authorization to do so.

Entity Name:

By:

Title:

By:

Title:

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Incorporated under the laws of the State

** If the Proposer is a corporation, this Cost Proposal Form must be executed by two corporate officers, consisting of: (1) the president, vice president or chair of the board; and (2) the secretary, assistant secretary, chief financial officer or assistant treasurer. In the alternative, this Cost Proposal Form may be executed by a single officer or a person other than an officer provided that evidence satisfactory to the District is provided demonstrating that such individual is authorized to bind the corporation or LLC (e.g. a copy of a certified resolution from the corporation's board or LLC's board or a copy of the corporation's bylaws or LLC's operating agreement.)*

IF JOINT VENTURE, officers of each participating firm sign here: The undersigned certify that they sign this Contract Proposal with full and proper authorization to do so.

Joint Venture Name: _____

By: _____ Title: _____

By: _____ Title: _____

SAN MATEO COUNTY HARBOR DISTRICT

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**Oyster Point Marina East Dock Replacement Design, Engineering, Permitting and
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ATTACHMENT B

SAMPLE CERTIFICATE OF INSURANCE

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CERTIFICATE OF INSURANCE						CERTIFICATE NUMBER
- SAMPLE -		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.				
PRODUCER		COMPANIES AFFORDING COVERAGE				
		COMPANY A				
		COMPANY B				
		COMPANY C				
INSURED NAMED INSURED AND ADDRESS		COMPANY D				
COVERAGES This certificate supersedes and replaces any previously issued certificate for the policy period noted below.						
THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MMDDYY)	POLICY EXPIRATION DATE (MMDDYY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNERS & CONTRACTOR'S PROT				GENERAL AGGREGATE	\$
					PRODUCTS - COMPROP AGG	\$
					PERSONAL & ADV INJURY	\$
					EACH OCCURRENCE	\$
					FIRE DAMAGE (Any one fire)	\$
					MED EXP (Any one person)	\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE	\$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	\$
					AGGREGATE	\$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	\$
					AGGREGATE	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				WC STATUTORY LIMITS	
					EL EACH ACCIDENT	\$
					EL DISEASE-POLICY LIMIT	\$
					EL DISEASE-EACH EMPLOYEE	\$
	OTHER <input type="checkbox"/> PROFESSIONAL LIABILITY				EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS						
CERTIFICATE HOLDER				CANCELLATION SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.		
				BY: CATEGORY _____		
VALID AS OF:						

SAN MATEO COUNTY HARBOR DISTRICT

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ATTACHMENT C

SAMPLE PROFESSIONAL SERVICES AGREEMENT

SAN MATEO COUNTY HARBOR DISTRICT

REQUEST FOR PROPOSALS (RFP) 2018-08

Oyster Point Marina East Dock Replacement Design, Engineering, Permitting and Construction Management Services

AGREEMENT

Oyster Point Marina East Dock Replacement Design, Engineering, Permitting and Construction Management Services

THIS AGREEMENT is made as of this _____ day of _____ 202_, by and between the **San Mateo County Harbor District** (“District”) and [Contractor Name]. (“Contractor”).

WHEREAS, the District desires to obtain professional services in connection with the Oyster Point Marina East Dock Replacement Design, Engineering, Permitting and Construction Management Services Project and has issued an RFP dated _____, a copy of which is attached and incorporated as Exhibit A; and

WHEREAS, Contractor desires to perform such services and has represented that it is experienced and qualified to perform such services. It has submitted a written proposal, dated [Proposal Date], a copy of which is attached and incorporated as Exhibit B; and

WHEREAS, the District’s Board of Harbor Commissioners, at its meeting on [Meeting Date], authorized the General Manager to enter into this Agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. RENDITION OF SERVICES

The Contractor agrees to provide professional services to the District in accordance with the terms and conditions of this Agreement. In the performance of its work, the Contractor represents that it (1) has and will exercise the degree of professional care, skill, efficiency, and judgment of contractors with special expertise in providing such services; (2) carries all applicable licenses, certificates, and registrations in current and good standing that may be required to perform the work; and (3) will retain all such licenses, certificates, and registrations in active status throughout the duration of this engagement.

2. SCOPE OF SERVICES

Contractor will provide District the scope of services set forth in Exhibit A, as supplemented by Exhibit B, in accordance with the terms and conditions of this Agreement. In the event of any inconsistency between the terms this Agreement and the terms of Exhibit A or B, this agreement shall prevail.

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Oyster Point Marina East Dock Replacement Design, Engineering, Permitting and Construction Management Services

3. SCHEDULE

Contractor will commence work upon District's issuance of a Notice to Proceed and, unless the Agreement is terminated sooner pursuant to Section 20 will complete all work within ninety (90) calendar days.

4. KEY PERSONNEL

It is understood and agreed by the parties that at all times during the term of this Agreement that [NAME AND TITLE] shall serve as the primary staff person of the Contractor to undertake, render and oversee all of the services under this Agreement. Upon written notice by the contractor and approval by the District, which will not be unreasonably withheld, the contractor may substitute this person with another person, who shall possess similar qualifications and experience for this position.

5. COMPENSATION

The Contractor agrees to perform all of the services included in Section 1 for the fixed all inclusive amount of _____, in accordance with Exhibit A. The all inclusive amount includes all labor, materials, taxes, profit, overhead, insurance, subcontractor costs and all other costs and expenses incurred by the Contractor.

In the event the District request Contractor to perform any additional services, the parties will agree on the cost of such services, either on an agreed upon NOT TO EXCEED amount, or on a time and materials basis at the hourly rates.

6. NOTICES

All communications relating to the day-to-day activities of the project shall be exchanged between the District's [TITLE, NAME] and the Contractor's [TITLE, NAME].

All other notices and communications regarding interpretation of the terms of this Agreement and changes thereto shall be given to the other party in writing and may be given by personal delivery to a representative of the parties or by mailing the same postage prepaid, addressed as follows:

If to the District:	San Mateo County Harbor District 504 Ave. Alhambra, 2 nd Floor P.O. Box 1449 El Granada, CA 94018 Attention: _____
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If to the Contractor:

The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail shall be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

7. OWNERSHIP OF WORK

All reports, designs, drawings, plans, photographic images, video and sound recording, specifications, analyses, charts, tables, schedules and all other materials prepared, or in the process of being prepared, for the services to be performed by the Contractor shall be and are the property of the District. The District shall be entitled access to and copies of these materials during the progress of the work. Any such materials remaining in the hands of the Contractor or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to the District. If any materials are lost, damaged or destroyed before final delivery to the District, the Contractor shall replace them at its own expense, and the Contractor assumes all risks of loss, damage or destruction of or to such materials. The Contractor may retain a copy of all material produced under this Agreement for its use in its general business activities.

Any and all rights, title, and interest (including, without limitation, patent rights, copyright and any other intellectual-property or proprietary right) to materials prepared under this Agreement are hereby assigned to the District. The Contractor agrees to execute any additional documents which may be necessary to evidence such assignment.

The Contractor represents and warrants that all materials prepared under this Agreement are original or developed from materials in the public domain (or both) and that all materials prepared under and services provided under this Agreement do not infringe or violate any copyright, trademark, patent, trade secret, or other intellectual-property or proprietary right of any third party.

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8. CONFIDENTIALITY

Any District materials to which the Contractor has access or materials prepared by the Contractor during the course of this Agreement ("confidential information") shall be held in confidence by the Contractor, who shall exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees, and agents of the Contractor as necessary to accomplish the rendition of services set forth in Section 2 of this Agreement.

The Contractor, its employees, subcontractors, and agents shall not release any reports, information or other materials prepared in connection with this Agreement, whether deemed confidential or not, to any third party without the approval of the District.

9. SUBCONTRACTORS

The Contractor shall not subcontract any services to be performed by it under this Agreement without the prior written approval of the District, except for service firms engaged in drawing, reproduction, typing, and printing. Any subcontractors must be engaged under written contract with the Contractor with provisions allowing the Contractor to comply with all requirements of this Agreement, including without limitation the "Ownership of Work" provisions in Section 7. The Contractor shall be solely responsible for reimbursing any subcontractors, and the District shall have no obligation to them.

10. CHANGES

The District may, at any time, by written order, make changes within the scope of work and services described in this Agreement. If such changes cause an increase in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Section 5 or in the time of required performance as set forth in Section 3, or both. In the event that the Contractor encounters any unanticipated conditions or contingencies that may affect the scope of work or services, schedule, or the amount of compensation specified herein, the Contractor shall so advise the District immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in schedule or compensation. This notice shall be given to the District prior to the time that the Contractor performs work or services related to any proposed adjustment. The pertinent changes shall be expressed in a written supplement to this Agreement prior to implementation of such changes.

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11. RESPONSIBILITY; INDEMNIFICATION

To the extent allowed by law, the Contractor shall indemnify, keep and save harmless the District and its Commissioners, officers, agents and employees against any and all suits, claims or actions arising out of any of the following:

- A. Any injury to persons or property that may occur, or that may be alleged to have occurred, arising from the performance of this Agreement by the Contractor caused by a negligent act or omission or willful misconduct of the Contractor or its employees, subcontractors or agents; or
- B. Any allegation that materials or services provided by the Contractor under this Agreement infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right of any third party.

The Contractor further agrees to defend any and all such actions, suits or claims, with counsel acceptable to the District in its sole discretion and pay all charges of attorneys and all other costs and expenses of defenses as they are incurred. If any judgment is rendered, or settlement reached, against the District, or any of the other individuals enumerated above in any such action, the Contractor shall, at its expense, satisfy and discharge the same. This indemnification shall survive termination or expiration of the Agreement.

12. INSURANCE

A. Types of Insurance

The Contractor shall not commence work until proper evidence of insurance coverage of the types and amounts specified in this section has been provided to the District. The Contractor shall not violate or permit to be violated any conditions or provisions of said policies of insurance, and at all times shall satisfy the requirements of the insurer for the purpose of maintaining said insurance in effect.

If any claim is made by any third person against the Contractor on account of any incident connected to the Agreement, the Contractor shall promptly report the fact in writing to the District, giving full details of the claim.

Any person, firm, or corporation that the Contractor authorizes to work upon the District's property, including any subcontractor, shall be deemed to be the Contractor's agent and shall be subject to all applicable terms of this Agreement. Prior to the Contractor's start of the work or entry onto the District's property, the Contractor agrees to require its subcontractors to procure and maintain, at the

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Contractor's (or its subcontractor(s)') sole cost and expense (and to prove to the District's reasonable satisfaction that it remains in effect throughout the performance of the work under this Agreement), the kinds of insurance described below. Such insurance must remain in effect throughout the term of this Agreement and will be at the sole cost and expense of the Contractor (or its subcontractor(s)).

1) Commercial General Liability Insurance

The Contractor shall, at its own expense, procure and maintain Commercial General Liability insurance providing bodily injury and property damage coverage with a combined limit of at least One Million Dollars (\$1,000,000) each occurrence and a general aggregate limit of at least Two Million Dollars (\$2,000,000). This insurance shall include, but not be limited to, premises and operations, contractual liability covering the indemnity provisions contained in this Agreement, personal injury, products and completed operations, and broad form property damage, and include a Cross Liability endorsement.

Said Policy shall protect the Contractor and the District in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the insurance company's liability as set forth in its policy beyond the amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.

2) Business Automobile Liability

The Contractor shall, at its own cost and expense, procure and maintain Business Automobile Liability insurance providing bodily injury and property damage with a combined single limit of at least One Million Dollars (\$1,000,000) per occurrence for all owned, non-owned and hired automobiles. This insurance shall provide contractual liability covering all motor vehicles and mobile equipment to the extent coverage may be excluded from general liability insurance.

3) Workers' Compensation and Employers' Liability Insurance

If the Contractor employs any person to perform work in connection with this Agreement, the Contractor shall procure and maintain at all times during the performance of such work Workers' Compensation Insurance in conformance with the laws of the State of California, and federal laws

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where applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) for each accident and One Million Dollars (\$1,000,000) for each disease, with a policy limit of One Million Dollars (\$1,000,000).

The policy shall contain a waiver of subrogation in favor of the District and its officers, Commissioners, employees, volunteers, and agents, while acting in such capacity, and their successors and assignees, as they now or as they may hereafter be constituted, singly, jointly, or severally.

4) Professional Liability Insurance

The Contractor shall also maintain Professional Liability Insurance covering the Contractor's performance under this Agreement with a limit of liability of One Million Dollars (\$1,000,000) for any one claim. This insurance shall be applicable to claims arising from the work performed under this Agreement. Prior to commencing work under this Agreement, the Contractor shall furnish to the District a Certificate of Insurance or certified copy of the insurance policy if requested, indicating compliance with the requirements of this paragraph. This certificate or policy shall further stipulate that thirty (30) days' advance written notice of cancellation, non-renewal or reduction in limits shall be given to the District.

B. General Insurance Requirements

1) Acceptable Insurance

All policies will be issued by insurers acceptable to the District. This insurance shall be issued by an insurance company or companies authorized to do business in the State of California with minimum "Best's" rating of B+ and with minimum policyholder surplus of Twenty-Five Million Dollars (\$25,000,000) or a company acceptable to the District in its sole discretion. All policies shall be issued in a form satisfactory to the General Manager of the District and shall be issued specifically as primary insurance. Workers' Compensation coverage requirements may be met with the California State Compensation Fund.

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2) Procure and Maintain Insurance

The Contractor must, at its own cost and expense, procure and maintain at all times during the performance of this Agreement, all of the required policies specified above. The failure to procure or maintain the required insurance policies and/or an adequately funded self-insurance program acceptable to the District will constitute a material breach of the Agreement.

3) Terms of Policies

All insurance specified above shall remain in force until all work to be performed is satisfactorily completed. If the insurance is provided on a claims-made basis, it must remain in force for the entire term of the Agreement and a minimum of three (3) years thereafter.

4) Self-Insurance

Upon evidence of financial capacity satisfactory to the District and Contractor's agreement to waive subrogation against the District respecting any and all claims that may arise, the Contractor's obligations hereunder may be satisfied in whole or in part by adequately funded self-insurance.

5) Deductibles and Retentions

The Contractor shall be responsible for payment of any deductible or retention on the Contractor's policies without right of contribution from the District. Deductible and retention provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the Named Insured is unacceptable.

In the event that the policy of the Contractor or any subcontractor contains a deductible or self-insured retention, and in the event that the District seeks coverage under such policy as an additional insured, the Contractor shall satisfy such deductible or self-insured retention to the extent of loss covered by such policy for a lawsuit arising from or connected with any alleged act or omission of the Contractor, subcontractor, or any of their officers, directors, employees, agents, or suppliers, even if the Contractor or subcontractor is not a named defendant in the lawsuit.

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C. Evidence of Insurance and Endorsements

Prior to commencing work or entering onto the District's property, the Contractor shall file a Certificate of Insurance with the District evidencing the foregoing coverage's, including the following endorsements:

- 1) The insurance company(ies) issuing such policy(ies) will provide at least thirty (30) days' notice to the District of cancellation or non-renewal.
- 2) That the policy(ies) is primary insurance and the insurance company(ies) providing such policy(ies) shall be liable thereunder for the full amount of any loss or claim that the Contractor is liable for under this section, up to and including the total limit of liability, without right of contribution from any other insurance maintained or which may be maintained by the District.
- 3) Such insurance shall include as additional insureds the District, and its respective Commissioners, officers, employees, and agents while acting in such capacity, and their successors or assignees, as they now or as they may hereafter be constituted, singly, jointly, or severally.
- 4) The policy must also contain either a Cross Liability endorsement or Severability of Interests Clause and stipulate that inclusion of the District as an additional insured will not in any way affect the District's rights as respects to any claim, demand, suit or judgment made, brought, or recovered against the Contractor. Said policy shall protect the Contractor and the District in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the insurance company's liability as set forth in its policy beyond the amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.

D. Consequence of Lapse

Should any required insurance not be procured or lapse during the term of this Agreement, requests for payment originating after such lapse will not be processed until the District receives satisfactory evidence of reinstated coverage as required by the Agreement. If insurance is not reinstated, the District, may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

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13. MANNER OF PAYMENT

Contractor will submit detailed monthly invoices at the end of each month describing the work performed and the associated deliverable, which will be consistent with Exhibit B. Invoices will also include total expenditures to date and the remaining balance on the budgeted amount. Invoices will be prepared in a format acceptable to District. The District shall endeavor to pay approved invoices within thirty (30) days of their receipt.

14. CONTRACTOR'S STATUS

Neither the Contractor nor any party contracting with the Contractor shall be deemed to be an agent or employee of the District. The Contractor is and shall be an independent Contractor, and the legal relationship of any person performing services for the Contractor shall be one solely between that person and the Contractor.

15. ASSIGNMENT

Contractor shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of District.

16. DISTRICT WARRANTIES

The District makes no warranties, representations or agreements, either express or implied, beyond such as are explicitly stated in this Agreement.

17. DISTRICT REPRESENTATIVE

Except when approval or other action is required to be given or taken by the Board of Harbor Commissioners of the District, the General Manager of the District, or such person or persons as she shall designate in writing from time to time, shall represent and act for the District.

18. DISPUTE RESOLUTION

The District and Contractor agree to attempt in good faith to resolve all disputes informally. If agreed to by both parties, alternate methods of dispute resolution, such as mediation, may be utilized. Unless otherwise directed by the District, the Contractor shall continue performance under this Agreement while matters in dispute are being resolved.

19. MAINTENANCE, AUDIT, AND INSPECTION OF RECORDS

All Contractor and Subcontractor costs incurred in the performance of this Agreement will be subject to audit. The Contractor and its Subcontractors shall permit the

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District or its authorized representatives to inspect, audit and verify statements, invoices or bills submitted by the Contractor pursuant to this Agreement. The Contractor shall also provide such assistance as may be required in the course of such audit. The Contractor shall retain these records and make them available for inspection hereunder for a period of four (4) years after expiration or termination of the Agreement.

If, as a result of the audit, it is determined by the District's auditor or staff that reimbursement of any costs including profit or fee under this Agreement was in excess of that represented and relied upon during price negotiations or represented as a basis for payment, the Contractors agrees to reimburse the District for those costs within sixty (60) days of written notification by the District.

20. TERMINATION

The District shall have the right to terminate this Agreement at any time for cause or for convenience by giving written notice to the Contractor. Upon receipt of such notice, the Contractor shall not commit itself to any further expenditure of time or resources.

If the Agreement is terminated for any reason other than a breach or default by the Contractor, the District shall pay to the Contractor in accordance with the provisions of Sections 5 and 13 all sums actually due and owing from the District for all services performed and all expenses incurred up to the day written notice of termination is given, plus any costs reasonably and necessary incurred by the Contractor to effect such termination. If the Agreement is terminated for breach or default, the District shall remit final payment to the Contractor in an amount to cover only those services performed and expenses incurred in full accordance with the terms and conditions of this Agreement up to the effective date of termination.

The District shall not in any manner be liable for the Contractor's actual or projected lost profits had the Contractor completed the services required by this Agreement.

21. NONDISCRIMINATION

In connection with the performance of this Agreement, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, citizenship, political activity or affiliation, national origin, ancestry, physical or mental disability, marital status, age, medical condition (as defined under California law), veteran status, sexual orientation, gender identity, gender expression, sex or gender (which includes pregnancy, childbirth, breastfeeding, or related medical conditions), taking or requesting statutorily protected leave, or any other characteristics protected under federal, state, or local laws. The Contractor shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion,

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color, sex, disability, national origin, or any other characteristic protected under state, federal, or local laws. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

22. CONFLICT OF INTEREST

The Contractor warrants and represents that it presently has no interest and agrees that it will not acquire any interest that would present a conflict of interest under California Government Code §§ 1090 et seq. or §§ 87100 et seq. during the performance of services under this Agreement. The Contractor further covenants that it will not knowingly employ any person having such an interest in the performance of this Agreement. Violation of this provision may result in this Agreement being deemed void and unenforceable.

23. PUBLICITY

The Contractor, its employees, subcontractors, and agents shall not refer to the District, or use any logos, images, or photographs of the District for any commercial purpose, including, but not limited to, advertising, promotion, or public relations, without the District's prior written consent. Such written consent shall not be required for the inclusion of the District's name on a customer list.

24. ATTORNEY'S FEES

If any legal proceeding should be instituted by either of the parties to enforce the terms of this Agreement or to determine the rights of the parties under this Agreement, the prevailing party in said proceeding shall recover, in addition to all court costs, reasonable legal fees.

25. WAIVER

Any waiver of any breach or covenant of this Agreement must be in a writing executed by a duly authorized representative of the party waiving the breach. A waiver by any of the parties of a breach or covenant of this Agreement shall not be construed to be a waiver of any succeeding breach or any other covenant unless specifically and explicitly stated in such waiver.

26. SEVERABILITY

If any provision of this Agreement shall be deemed invalid or unenforceable, that provision shall be reformed and/or construed consistently with applicable law as nearly as

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possible to reflect the original intentions of this Agreement, and in any event, the remaining provisions of this Agreement shall remain in full force and effect.

27. NO THIRD PARTY BENEFICIARIES

This Agreement is not for the benefit of any person or entity other than the parties.

28. APPLICABLE LAW

This Agreement, its interpretation and all work performed under it shall be governed by the laws of the State of California.

29. BINDING ON SUCCESSORS

All of the terms, provisions and conditions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and legal representatives.

30. ENTIRE AGREEMENT; MODIFICATION

This Agreement, including any attachments, constitutes the entire Agreement between the parties with respect to the subject matter hereof and may not be amended except by a written amendment executed by authorized representatives of both parties. In the event of a conflict between the terms and conditions of this Agreement and the attachments, the terms of this Agreement will prevail.

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IN WITNESS WHEREOF the parties have executed this Agreement by their duly authorized officers as of the day and year first above written.

SAN MATEO COUNTY HARBOR DISTRICT

By: _____ Date: _____

Title: _____

*

By: _____ Date: _____

Title: _____

By: _____ Date: _____

Title: _____

**This Agreement must be executed by two corporate officers, consisting of: (1) the president, vice president or chair of the board; and (2) the secretary, assistant secretary, chief financial officer or assistant treasurer. In the alternative, this Agreement may be executed by a single officer or a person other than an officer provided that evidence satisfactory to the District is provided demonstrating that such individual is authorized to bind the corporation (e.g. a copy of a certified resolution from the corporation's board or a copy of the corporation's bylaws).*

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ATTACHMENT D

ACKNOWLEDGMENT OF ADDENDA

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ACKNOWLEDGMENT OF ADDENDA

The undersigned Proposer acknowledges receipt of the following addenda, if issued, to the RFP Documents. If none received, write "None Received."

Addendum No. _____, dated _____

Addendum No. _____, dated _____

Addendum No. _____, dated _____

Date: _____

Firm: _____

Print Name: _____

Signature: _____

Title: _____

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ATTACHMENT E

SCOPE OF SERVICES

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Alternative 1: Design, engineering, permitting and construction management for replacement of Dock 12.

- a) Design/Engineering/Public Outreach- Develop two dock layout design alternatives, indicating best combination of slip lengths, beams, adequate ADA gangways/slips, electronic locking access gates, power requirements relative to vessel size, pedestals for utilities, including consideration of incorporated vacuum sanitation pump-out at the slips. Design will incorporate docks constructed of floating concrete of equal to, or better quality than the existing Dock 11. Docks 12, 13 and 14 all have existing concrete floating wave attenuators which are in good condition at the end of the old timber docks, these are to be re-used in the new design. Guide piling and gangway design must take into consideration projected sea level rise and 100 year catastrophic events, including tsunamis. Conduct a dredge need analysis. Evaluate/compare current water depths at each dock with the intended use vessel draft norms, ensuring adequate depth for use consistent with marina construction best practices. Make recommendations on whether a dredge episode should be conducted during the dock replacement project. Utilize demonstrable, factual data to support findings, such as the District's recently completed financial analysis, condition surveys, recent water depth surveys and local marina demand/utilization surveys (which will be provided). Plan, organize, advertise, and facilitate two meetings/workshops with public and stakeholders to gather input. Present design alternatives to the District Board and public at two regularly scheduled District Harbor Commission Board meetings to gather further input, then return to the Board with a final design alternative recommendation. Develop 100% technical specifications for the preferred new floating dock construction materials, method for demo and removal of old docks, while maintaining a minimum of 70% occupancy level. Provide an accurate engineer's estimate for construction costs and deliverables schedule.
- b) Permitting- Prepare all permit/waiver applications to all necessary agencies (including but not limited to US Army Corps of Engineers, Bay Conservation and Development Commission), with all supporting and necessary studies and CEQA determination, and submit in a timely manner on behalf of the District.
- c) Bid Support/Construction Management – Prepare all Invitation for Bid documents using District's provided template, attend all bid process meetings, identify qualified construction contractors, attend pre-bid conference/site walk, respond to bid questions, equals, modifications, clarifications and review bids. Support the District during the construction phase by attending the pre-construction meeting(s), responding to RFI's, change orders, quality control throughout construction, ensure contractor adheres to BMP's, permit and

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environmental protections standards. Ensure construction contractor is adhering to plans and specifications. Perform bi-monthly site inspections and a final inspection with punch list of items for final Project acceptance.

- d) Project Funding Assistance- Identify, and present for District consideration, all available Federal and/or State grant funding opportunities. Identify, and present for District consideration, all available Federal and/or State subsidized loan opportunities. Lead efforts in the application process for any of above subsequently authorized to pursue by the District Board.

Alternative 2: Design, engineering, permitting and construction management for replacement of Docks 12,13 and 14.

- a) Design and Engineering- Develop two dock layout design alternatives, indicating best combination of slip lengths, beams, adequate ADA gangways/slips, electronic locking access gates, power requirements relative to vessel size, pedestals for utilities, including consideration of incorporated vacuum sanitation pump-out at the slips. Design will incorporate docks constructed of floating concrete of equal to, or better quality than the existing Dock 11. Docks 12, 13 and 14 all have existing concrete floating wave attenuators which are in good condition at the end of the old timber docks, these are to be re-used in the new design. Guide piling and gangway design must take into consideration projected sea level rise and 100 year catastrophic events, including tsunamis. Conduct a dredge need analysis. Evaluate/compare current water depths at each dock with the intended use vessel draft norms, ensuring adequate depth for use consistent with marina construction best practices. Make recommendations on whether a dredge episode should be conducted during the dock replacement project. Utilize demonstrable, factual data to support findings, such as the District's recently completed financial analysis, condition surveys, recent water depth survey and local marina demand/utilization surveys (which will be provided). Plan, organize, advertise, and facilitate two meetings/workshops with public and stakeholders to gather input. Present design alternatives to the District Board and public at two regularly scheduled District Harbor Commission Board meetings to gather further input, then return to the Board with a final design alternative recommendation. Develop 100% technical specifications for the preferred new floating dock construction materials, method for demo and removal of old docks, while maintaining a minimum of 70% occupancy level. Provide an accurate engineer's estimate for construction costs, deliverables schedule and develop a phasing schedule for multiple dock replacement.
- b) Permitting- Prepare all permit/waiver applications to all necessary agencies (including but not limited to US Army Corps of Engineers, Bay Conservation

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and Development Commission), with all supporting and necessary studies and CEQA determination, and submit in a timely manner on behalf of the District.

- c) Bid Support/Construction Management – Prepare all Invitation for Bid documents using District’s provided template, attend all bid process meetings, identify qualified construction contractors, attend pre-bid conference/site walk, respond to bid questions, equals, modifications, clarifications and review bids. Support the District during the construction phase by attending the pre-construction meeting(s), responding to RFI’s, change orders, quality control throughout construction, ensure contractor adheres to BMP’s, permit and environmental protections standards. Ensure construction contractor is adhering to plans and specifications. Perform bi-monthly site inspections and a final inspection with punch list of items for final Project acceptance.
- d) Project Funding Assistance- Identify, and present for District consideration, all available Federal and/or State grant funding opportunities. Identify, and present for District consideration, all available Federal and/or State subsidized loan opportunities. Lead efforts in the application process for any of above subsequently authorized to pursue by the District Board.