



# COUNTY OF SANTA CRUZ

General Services Department  
Purchasing Division

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## Request for Proposal (RFP) #24P3-003

FOR

**Consulting Services for  
*Santa Cruz Coastal Lagoons and East Cliff Drive Resiliency Plan***

Question Deadline	5:00 PM; Pacific time, January 17, 2025 Submit questions by email to Contact Person
<b>Submittal Deadline</b>	<b>5:00 PM, Pacific Time, February 7, 2025</b> Proposal must be submitted by this Deadline.
Submittal Location	General Services Department - Purchasing Division 701 Ocean Street, 3 <sup>rd</sup> floor, Room 330 Santa Cruz, CA 95060
Contact Person	Shauna M. Soldate, Purchasing & Logistics Manager Email <a href="mailto:Shauna.Soldate@santacruzcountyca.gov">Shauna.Soldate@santacruzcountyca.gov</a> Phone (831) 454-2526 Fax (831) 454-2710

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<b>SECTION I. INVITATION</b>
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The County of Santa Cruz was awarded a State Coastal Conservancy grant to develop the Santa Cruz Coastal Lagoons and East Cliff Drive Resiliency Plan (Project). The Project will develop an initial planning-level feasibility study of nature-based adaptation strategies to sea level rise (SLR) for roughly 0.5-miles of East Cliff Drive at three locations where the roadway crosses the three coastal lagoons (Schwan Lagoon, Corcoran Lagoon, and Moran Lagoon) in mid-Santa Cruz County.

The feasibility analysis will analyze a range of adaptation strategies to projected SLR for the three coastal lagoons. The Project will result in the identification of a preferred adaptation strategy for each location that prioritizes the use of nature-based solutions, protection and enhancement of coastal resources and ecosystems, maintenance of coastal access, and resilience of infrastructure and property. The Project will include beach berm surveys, hydrologic monitoring, and other studies that will result in the development of conceptual models that can predict the response of the beach/lagoon system to various SLR scenarios. The models will be used to guide development of adaptation strategies. Further, significant and robust community, stakeholder, and tribal engagement will be conducted to identify the needs of the community and guide the development of strategies.

The feasibility analysis will lead to the development of a preferred alternative(s) for each location along with a final report detailing the selection of the preferred alternative. The project goal is to identify an alternative that can be further developed through preliminary design, environmental review, final design, and permitting in a later, future phase.

Prospective proposers are highly encouraged to visit the locations identified in this project before preparing a response.

The County of Santa Cruz invites sealed proposals for Santa Cruz Coastal Lagoons and East Cliff Drive Resiliency Plan from fully licensed, insured, bonded, certified contractors to furnish all labor, tools, equipment, and incidentals required to provide consultant services for the project described above and more specially detailed in Section 3 under Scope of Work.

**SECTION 2. INSTRUCTIONS TO RESPONDENTS**

2.1 Preparation of Proposal

Respondents shall submit the completed Request for Proposals (RFP) with appropriate attachments or explanatory materials. All attachments shall be identified with the Respondent's name, RFP number and page number. No oral, telegraph, telephone, facsimile, electronic responses or photocopies will be accepted. Proposals must be completed in ink, typewritten, or word-processed.

2.2 RFP Documents

Refer to Section 5 - Official Proposal Form.

2.3 RFP Process Schedule

a. The following is an anticipated RFP and engagement schedule. The County may change the estimated dates and process as deemed necessary.

The proposed schedule for the submittal reviews and notification is as follows:

Activity	Date
Advertise RFP - Sentinel	January 6, 2025 January 13, 2025
Release RFP	January 6, 2025
Question Deadline	January 17, 2025
Dissemination of Answers	January 24, 2025
Deadline for Submittals	February 7, 2025
Interviews	Week of February 24
Tentative Award	March 7, 2025
Contract Negotiation	March 14, 2025
Board Approval of Contract	April 2025

2.4 Submission of Proposal

a. Respondent shall submit one (1) hardcopy original signed in blue ink and marked "ORIGINAL" and one (1) electronic copy (USB drive) of the completed proposal as specified herein.

b. Responses to the RFP shall be delivered in a sealed envelope, clearly marked **RFP #24P3-003**, addressed to:

GSD - Purchasing Division  
Attn: Shauna M. Soldate  
701 Ocean Street, Room 330  
Santa Cruz, CA 95060

c. The deadline to submit proposals is **February 7, 2025, at 5:00 PM PST.**

2.5 Public Opening of Proposals

A public opening of proposals will be completed at 701 Ocean Street, Room 330 after the submittal deadline. Please email the Contact Person if you would like to observe the opening process. Tentative award of contract will not be available until after the review team has concluded their review and final rankings are determined. Proposals will be available to the public for review only after the award of the contract.

2.6 Multiple Proposals

Only one Proposal will be accepted from any one person, partnership, corporation or other entity; however, several alternatives may be included in one Proposal.

2.7 Late Responses

All responses to the RFP must be delivered in person or received by mail no later than **February 7, 2025, at 5:00 PM PST**. Respondent will be solely responsible for the timely delivery of his Proposal. Proposals will not be accepted after the deadline will be returned unopened.

2.8 Point of Contact

All questions regarding this RFP shall be submitted in writing to the Contact Person or their authorized designee. No other individual has the authority to respond to any questions on behalf of the County. Failure to adhere to this process may disqualify the Respondent.

2.9 On Site Inspection

On site inspection of Respondent's facilities may be performed by the County and an evaluation committee to ascertain that facilities and equipment are in accordance with the requirements and intentions of the specifications.

2.10 Non-Collusion Declaration

Respondent shall execute a Non-Collusion Declaration on the form furnished by the County as Exhibit D.

2.11 References

Respondent shall complete and submit Exhibit B – Customer References with Proposal. The County reserves the right to check any or all references:

1. Necessary to assess a prospective Respondent's past performance;
2. Pertaining to similar projects that demonstrate experience that is relevant to the RFP scope of work; and/or
3. Explicitly specified in the proposal or that result from communication with other entities involved with similar projects, including other industry sources and users of similar services, or others known to County.

2.12 Proposal Evaluation Criteria

- A. It is the County’s intent to select the most responsive and responsible Respondent(s) that offer(s) the County the greatest value based on an analysis involving several criteria, including but not necessarily limited to the following:

Evaluation Criteria		Points
1.	<b>Overall Project Understanding.</b> Including understanding of project goals, context, challenges, opportunities, and methodology in accordance with RFP requirements.	<b>20</b>
2.	<b>Approach to Project.</b> Including proposed approach and scope of work, schedule, and budget designed to efficiently meet project goals, plus approach to project management and team composition.	<b>30</b>
3.	<b>Qualifications and Experience.</b> Qualifications of staff based on demonstrated experience with similar projects	<b>15</b>
4.	<b>Quality and Performance.</b> Quality and performance of the services offered based on previous contracts, permits, or reference checks for the same or similar services, including compliance with rules and regulations.	<b>15</b>
5.	<b>Compliance with RFP Requirements.</b> Including terms and conditions, organization, staff, and any applicable training.	<b>5</b>
6.	<b>Price</b>	<b>15</b>
	<b>Total</b>	<b>100</b>

- B. A committee of County and other agency employees will evaluate all proposals and select the Respondent who best meets the needs as set forth in this RFP, is the best qualified and is best able to provide the requested services. Evaluation of the proposals shall be within the sole judgment and discretion of the Purchasing Division. County reserves the right to reject any or all RFPs. Award of contract is contingent upon approval from the Santa Cruz County Board of Supervisors and funding availability.

2.13 Cost of Service

The County reserves the right to negotiate the proposed cost with the Respondent prior to contract signing. Agreed-to costs and cash discounts are to be firm through the first term of the contract. If renewed on expiration, rates may be adjusted by mutual agreement. Any increase will be no more than the change in the Consumer Price Index for the San Francisco, Oakland, and Hayward, CA area for the twelve (12) months preceding the agreement’s expiration date, plus the annual Living Wage increase. A subsequent CPI and/or materials cost decrease shall be passed on to the County.

2.14 Reservations

County reserves the right to do the following at any time:

- A. Reject any and all proposals without indicating any reasons for such rejection;
- B. Waive or correct any minor or inadvertent defect, irregularity or technical error in the RFP or any RFP procedure or any subsequent negotiation process;
- C. Terminate the RFP and issue a new RFP anytime thereafter;
- D. Procure any services specified in the RFP by other means;
- E. Extend any or all deadlines specified in the RFP by issuance of an addendum (addenda) at any time prior to the deadline for submittals;
- F. Disqualify any Respondent on the basis of any real or perceived conflict of interest or evidence of collusion that is disclosed by the proposal or by other means or other information available to County;
- G. Reject the proposal of any Respondent that is in breach of or in default under any other agreement with County;

- H. Reject any Respondent County deems to be non-responsive, unreliable, or unqualified;
- I. Accept all or a portion of a Respondent's proposal;
- J. Negotiate with any or no Respondents; and
- K. Terminate failed negotiations with any Respondents without liability and negotiate with other Respondents.

2.15 Notification of Withdrawal of Proposal

Proposals may be modified or withdrawn prior to the date and time specified for submission by an authorized representative of the respondent or by formal written notice. All proposals not withdrawn prior to the response due date will become the property of the County of Santa Cruz.

2.16 Interpretation

Should any discrepancies or omissions be found in the RFP, or doubt as to its meaning, the respondent shall notify the Buyer in writing at once (e-mail is acceptable). The Buyer may issue written instructions or addenda to all participants in this RFP process. No oral statement of interpretation by County staff shall be binding. Questions must be received at least by the Question Deadline. All addenda issued shall be incorporated into the Contract.

2.17 Pre-Award Conference

If requested by Purchasing, successful Respondent(s) shall meet with the County representatives prior to the Award of Contract to review the specifications and finalize the initiation of the proposed Contract.

2.18 Execution of Agreement

Upon successful reference checks, evaluations and receipt of all required documents, the contract agreement must be executed by both parties.

2.19 Respondent Responsibility and Performance

- A. It is the responsibility of Respondent to read ALL sections of this RFP prior to submitting a proposal.
- B. Respondent shall confirm compliance with all RFP specifications, requirements, terms and conditions. Respondent shall provide, on company letterhead in attachment form, a detailed explanation including the RFP section and paragraph number for each instance of non-compliance.
- C. Failure to comply with the RFP requirements provided herein could result in disqualification.
- D. County may at its sole discretion elect to not reject a proposal due to an error, omission, or deviation in the proposal. Such an election by County will neither modify the RFP nor excuse Respondent from full compliance with the specifications of the RFP or any contract awarded pursuant to the RFP.
- E. County will consider Respondent to be the sole point of contact with regard to all contractual matters.
- F. Respondent shall provide the services of one (1) or more qualified and dedicated contract manager(s) who will ensure that the services provided under the awarded contract are satisfactory.

2.20 Respondent Qualifications

Respondent shall provide the following information/documentation in attachment form as indicated including reference to the applicable RFP paragraph number.

- A. Experience: Respondent shall be an established entity that has conducted business of the nature specified herein for at least two (2) years. Respondent shall provide a



brief statement of company background including years in business and experience of support staff.

- B. References: Respondent shall provide customer references and request and provide personal and business references. Refer to Exhibit B – Customer References.
- C. Licenses and Permits: Respondent shall possess and provide copies of business licenses and/or permits, including a Fictitious Business Name Statement from the County of Santa Cruz, as applicable. Respondent shall submit copies of any licenses applicable to this procurement.
- D. Other Information: Respondent shall provide sample pricing for instruction and supply/equipment rentals if required as part of solicitation scope. Respondent may also provide any other information deemed appropriate.

#### 2.21 Addenda

- A. These documents may not be changed by any oral statement. Changes to these documents will be by written addenda issued by the Buyer or their designee.
- B. Addenda will be posted on the [General Services Department website](#). If/when necessary, the Buyer will email addenda to all known Respondents of record.
- C. Respondents shall be responsible for ensuring that their proposals reflect any and all addenda issued by the Buyer or their designee prior to the Deadline for Proposals regardless of when the proposals are submitted. All addenda issued shall be incorporated into the contract awarded as a result of this RFP.

#### 2.22 Proprietary Information

Proposals will be subject to public inspection in accordance with the California Public Records Act (CPRA). To protect proprietary information, if any, Respondent must clearly mark proprietary information as such, submit it in a separate sealed envelope and only reference it within the body of the proposal. Respondent should not include in the proposal any material that Respondent considers confidential but that does not meet CPRA disclosure exemption requirements. Respondent shall be responsible to defend and indemnify the County from any claims or liability to compel disclosure of any part of its proposal claimed to be exempt from disclosure.

#### 2.23 Protests and Appeals Procedures

Refer to Exhibit E – Protest and Appeals Procedures.

**SECTION 3. STATEMENT OF WORK,**

**3.1 Project Description**

The County of Santa Cruz was awarded a State Coastal Conservancy grant to develop the Santa Cruz Coastal Lagoons and East Cliff Drive Resiliency Plan (Project). The Project will develop an initial planning-level feasibility study of nature-based adaptation strategies to sea level rise (SLR) for roughly 0.5-miles of East Cliff Drive at three locations where the roadway crosses the three coastal lagoons (Schwan Lagoon, Corcoran Lagoon, and Moran Lagoon) in mid-Santa Cruz County.

The feasibility analysis will analyze a range of adaptation strategies to projected SLR for the three coastal lagoons. The Project will result in the identification of a preferred adaptation strategy for each location that prioritizes the use of nature-based solutions, protection and enhancement of coastal resources and ecosystems, maintenance of coastal access, and resilience of infrastructure and property. The Project will include beach berm surveys, hydrologic monitoring, and other studies that will result in the development of conceptual models that can predict the response of the beach/lagoon system to various SLR scenarios. The models will be used to guide development of adaptation strategies. Further, significant and robust community, stakeholder, and tribal engagement will be conducted to identify the needs of the community and guide the development of strategies.

The feasibility analysis will lead to the development of a preferred alternative(s) for each location along with a final report detailing the selection of the preferred alternative. The project goal is to identify an alternative that can be further developed through preliminary design, environmental review, final design, and permitting in a later, future phase.

**3.2 Proposed Approach**

The Project will result in the collection of data (lagoon water elevations, water quality, breach events, precipitation, biotic surveys, beach berm elevations, roadway overtopping events, and wave activity) at the three lagoons that will provide a critical record of how the lagoons, the species in the lagoons, and the surrounding beach and infrastructure respond to seasonal changes in waves, tide, and precipitation. To ensure consistency with other state-wide monitoring efforts and to utilize the best available science, the monitoring program used for this project should follow the framework established by the California Estuary Marine Protected Areas monitoring program, including the California Rapid Assessment Method developed for bar-built estuaries. The data will be used to create place-specific models for each lagoon/beach/roadway location that can predict wave action and run-up, coastal erosion, coastal lagoon dynamics, and ecosystem response under a range of sea level rise scenarios for the three locations. A similar approach was used to create a model for Moran Lagoon as part of an earlier Coastal Conservancy grant. This model accurately predicted wave action and wave run-up for the extreme January 5, 2023 tidal surge event that resulted in significant damage to Moran Lake County Park, thereby proving its relevancy for predicting extreme events and climate change/SLR impacts. In addition to the data's use in the creation of modeling, it will also serve to inform future scientific studies and monitoring for the lagoons and help to explain why the three lagoons respond differently to algal blooms and nutrient loading.

While the monitoring data is being collected, the project team will convene a Technical Advisory Committee (TAC), review background data for the three locations, and coordinate project study efforts with the countywide Climate Adaptation Vulnerability Assessment (CAVA) Study led by the Santa Cruz County Regional Transportation Commission as well as the Santa Cruz County Sea Level Rise Vulnerability Assessment (SLRVA) Project, and the Monterey Bay Living Shoreline Project. The goal of this phase is to ensure that past studies and information are being utilized efficiently and that the approach of this project is coordinated with other ongoing study efforts, and to ensure that the results of this project can be used to inform the larger studies. The project team will conduct initial public engagement activities in collaboration with the County to inform the public on the predicted impacts of SLR at each location, and to have the public help define the scope of the project and the preliminary adaptation strategies that will be developed. With the input from the TAC, the public, and project stakeholders, including tribal representatives, the team will develop preliminary adaptation strategies for each location. The strategies will address the needs identified above by prioritizing nature-based solutions, protection and enhancement of coastal resources and ecosystems, improvement of lagoon function and water quality, maintenance of coastal access, and resilience of infrastructure and property. It is likely that preliminary strategies will vary in their approach and that there will be coastal resource trade-offs between the strategies. This phase of the work should clearly articulate the trade-offs to coastal resources. Options that protect or enhance public coastal access should be identified and preferred.

The preliminary adaptation strategies will then be run through the model to develop outputs that show how each strategy will influence wave action and run-up, coastal erosion, lagoon dynamics, urban infrastructure, and beach formation under a range of SLR scenarios. This information will be shared with the public, stakeholders, TAC, and tribal representatives via another round of public engagement to help the public, TAC, and project team select preferred alternatives to develop to a conceptual design level. The final result will be the development of a preferred alternative(s) that has been demonstrated to feasibly attain the goals of the project. After completion of this project, the goal is to seek additional funding to refine the preferred alternative(s), complete environmental review, final design, and permitting, and ultimately construct the preferred alternative(s).

### 3.3 **Background Information**

The three lagoons are characterized by the existence of sand beaches between the lagoon and ocean and are intermittently connected to the ocean when tidal and beach conditions permit, typically only at high tides and/or large storm events. Schwan Lagoon/Twin Lakes is impounded by a weir that prevents tidal exchange, whereas Corcoran Lagoon and Moran Lagoon are connected by box culverts that limit tidal exchange. East Cliff Drive crosses all three lagoons over various-sized culverts and serves as an artificial barrier between the lagoon and ocean that prevents natural function of the lagoon and tidal flows, but also acts as a barrier to wave action that would otherwise travel farther inland. East Cliff Drive at all three locations is low-lying and vulnerable to storms and sea level rise damage. East Cliff Drive is often flooded and impassable and less frequently, damaged, during high-wave events, despite being a major transportation arterial for the area. Critical sewer infrastructure underlies East Cliff Drive at Schwan and Moran, and has been damaged in the past. All three locations are at risk of further erosion and damage with sea level rise. Schwan and Corcoran have more extensive, gently sloping beaches with some minor dune formation in front of East Cliff Drive on the downcoast side of the beaches, whereas Moran has a narrow, steep beach that is constrained by East Cliff Drive and the rock revetment that currently protects the roadway. All three have important and popular public coastal access via

their beaches. All the lagoons are bordered by extensive urban development which limits their ability to adapt to sea level rise. Nature-based adaptation strategies are needed to address the above issues.

### Schwan Lagoon

Schwan Lagoon, part of Twin Lakes State Beach, is an artificially impounded 24.5 acre freshwater body. Prior to the construction of East Cliff Drive, the system functioned like a bar-built estuary characterized by open tidal conditions during the winter and spring with a sand bar forming in the summer and fall, creating a brackish lagoon. A series of culverts conveyed water beneath East Cliff Drive and allowed the system to drain occasionally, exposing mud flats that often emitted a strong odor attributable to hydrogen sulfide, a prevalent compound in marsh sediments. The Santa Cruz Small Craft Harbor, constructed in 1962, further altered sediment dynamics, increasing the size of the barrier beach and preventing tidal exchange at Schwan except during extreme wave and rain events. After substantial community support, a weir gate was installed on the inland side of East Cliff Drive in 1977 to permanently impound water, creating the freshwater system that exists today. No special-status species are found in the lagoon.

During large swell and king tide events, wave overtopping floods the road and pushes sand into the culverts, often damaging infrastructure. The weir gate can be manipulated to flush the system during substantial rain events to keep water from overtopping and damaging the road. Without consistent tidal flushing, Schwan is slowly accumulating sediment from the upper watershed, becoming shallower along its edges which allows more emergent vegetation to grow. The sediment deposition and plant encroachment work in tandem to accelerate the accretion process. The mostly urban watershed also emits a substantial nutrient load into the system. Well above normal nutrient levels (Nitrogen & Phosphorous) have been documented in the system from late 1980s to early 2000s. With increased nutrient loading, shallow depths, increased temperatures and an entirely freshwater column, aquatic vegetation proliferates on the surface. Sago pondweed (*Stuckenia pectinata*), marsh pennywort (*Hydrocotyle ranunculoides*), and common duckweed (*Lemna minor*) have all proliferated in the system at different times throughout the last 5 decades. Often covering over 50% of the water surface, these native aquatic plants grow unchecked with access to abundant nutrients and no disturbance from tidal action. The plant cover diminishes recreational opportunities and potentially degrades water quality by removing dissolved oxygen from the water column during diurnal respiration cycles. Fish kills have been observed in the lagoon multiple times in the last decade. With no tidal influence and constant pressure from the urban surrounding, the system is dominated by non-native aquatic species such as, golden shiner (*Notemigonus crysoleucas*), largemouth bass (*Micropterus salmoides*), black bullhead (*Ameiurus melas*), and carp (*Cyprinus carpio*). Bull frogs (*Lithobates catesbeianus*) and red-eared sliders (*Trachemys scripta elegans*) have been observed in numbers while California red-legged frogs (*Rana draytonii*) and western pond turtles (*Actinemys marmorata*) are absent. The current situation at Schwan is not sustainable in the long run and currently provides little beneficial habitat to native California fish and wildlife.

Twin Lakes State Beach is on the ocean side of East Cliff Drive at Schwan Lagoon and is a highly popular coastal destination. Beach access is provided by limited on-street parking along East Cliff Drive in the vicinity of Twin Lakes, and via a larger parking lot at the Santa Cruz Harbor. Some of the on-street parking immediately adjacent to Twin Lakes will be impacted by sea level rise. The beach will likely decrease in width in response to sea level rise, reducing space available for coastal recreation. The mouth of the Santa Cruz Small Craft Harbor is just upcoast of Twin Lakes State Beach and is protected by rock and concrete revetments. Sediment that accumulates in the harbor

entrance is dredged and deposited at the upcoast end of Twin Lakes State Beach, which would supply a consistent sand/sediment supply for dune restoration.

#### Corcoran Lagoon

Rodeo Creek Gulch drains to Corcoran Lagoon at the northeast corner, and the lagoon's watershed roughly mirrors that of Rodeo Creek Gulch, with some additional direct runoff from the surrounding area. Rodeo Creek Gulch is the primary source of Nitrogen and Phosphorous into the lagoon. Corcoran Lagoon is the most tidally connected of the three lagoons and still functions as a bar-built estuary with natural opening and closing of the lagoon mouth based on precipitation, tides, and swells. It provides a mix of shallow lagoon, emergent marsh, beach, and riparian habitats. The lagoon supports a population of endangered tidewater goby as well as three-spine-sticklebacks and an array of bird species.

A public access trail runs along the western edge of the lagoon on private property. A coastal access trail borders the apartment building complex on the western end of the beach, but is periodically inundated during high tides, large wave events, or when the lagoon mouth is closed and at maximum water levels. The eastern side of the beach is popular with visitors, and is typically cut off from the western beach access trail by the lagoon and/or outlet. A secondary beach access location exists at the eastern edge of the East Cliff Drive culvert, but does not have adequate pedestrian access (access is via the Class II bike lane). All coastal access trails are likely to face erosion and reduced access with sea level rise. Similarly, the beach is projected to decrease in width as the road constrains the movement of the beach inland with sea level rise. East Cliff Drive crosses the lagoon over a 25' wide bridge with a 23'-9" channel that was installed in 1978. The bottom of the bridge is at elevation 10.6. As-builts of the bridge are available. Santa Cruz County Environmental Health collects data on the water quality of the lagoon, which is available at this [link](#). There are regularly elevated pathogens (Enterococcus, E. coli, Total Coliform) in the lagoon, and the lagoon is considered a serious health risk due to harmful algal toxins (microcystin) detected in the water.

#### Moran Lagoon

Moran Lagoon is part of Moran Lake County Park with a parking lot, restroom, and bicycle/pedestrian trails that connect the neighborhood to the ocean and East Cliff Drive. The parking lot at Moran serves as an important coastal access point, with beach-goers walking across the roadway to access the beach via a concrete ramp that is partially bordered with rip-rap. The beach at Moran is narrow and relatively steep, in part due to the proximity of the East Cliff Drive, which backs the beach. In addition, the width of the beach is narrowed by the presence of a large sewer structure and riprap protecting the roadway and surrounding homes. During large winter storms, the roadway is overtopped by waves. Sea level rise is projected to further reduce beach width and negatively impact coastal access.

The lagoon is connected to the ocean via a 12-foot-wide culvert under East Cliff Drive, which prevents tidal exchange except during high surf/tide and rain events. The culvert bottom is set at 1 foot below mean sea level. Moran Lagoon supports populations of endangered tidewater goby, despite frequent water quality problems. The trees planted on the perimeter of the lagoon function as a critical windbreak for overwintering Monarch butterflies. In 2020, the County was awarded a State Coastal Conservancy grant for the Moran Lake Restoration and Public Access Plan. This plan included the development of a number of technical studies, including: a bathymetric survey of the lagoon, a lagoon monitoring and hydrology analysis, a hydrologic model for the lagoon, a biological resources assessment, a jurisdictional delineation report, and a cultural resources report. A 2005 Moran Lake Water Quality Study included detailed analysis of water

quality in the lagoon as well as beach berm profiles for 2001-2002. Past studies are included as a link in Attachment 2. The information developed in past studies will be used to inform and guide the development of the Project.

### 3.4 **Draft Scope of Work**

A high-level scope of services detailing the anticipated primary tasks associated with this Project is included below. Consultant submissions are expected to include a proposed detailed scope of services as part of their proposal, consistent with the proposer's project understanding and approach.

A final Scope of Work will be negotiated and made part of the Independent Contractor Agreement between the County of Santa Cruz and the contractor. Standard Terms and Conditions are included in Section 4.

- **Task 1 – Project Management**
  - Subtask 1.1 - The consultant shall provide project management, coordination with the project team, schedule and budget management, and quality control throughout the project. The consultant shall designate one project manager to oversee the project throughout the life of the project, and to coordinate with all subcontractors. The consultant project manager will be the primary point of contact for the design team for all issues related to the contract and the primary contact for the County Parks project manager. This task includes compliance with grant requirements such as quarterly invoices and progress reports.
  - Subtask 1.2 – Consultant shall lead project kickoff meeting to discuss scope of work, stakeholders, schedule, as well as Project Team meetings throughout the duration of the project as needed for project coordination and management.
- **Task 2 – Review of Background Data and Coordination with Sea Level Rise Vulnerability Assessment Study**
  - Subtask 2.1 - Project team literature review to familiarize themselves with existing data on sea level rise, water quality, hydrology, biotic data, land use, coastal hazards, access, and other relevant data for the three mid-County coastal lagoons, including understanding the recent studies and modeling at Moran
  - Subtask 2.2 - Background data should be summarized in an existing conditions report specifically prepared for this study, with comprehensive references to previous studies.
- **Task 3 – Technical Advisory Committee Meetings**
  - Subtask 3.1. - Convening of a technical advisory committee (TAC), creation of a TAC coordination plan, and leading quarterly meetings throughout the life of the project, or more frequently, as needed. The TAC will review and provide direction for the project at key milestones, as identified in the TAC coordination plan.
  - Subtask 3.2 - Coordination with Climate Change Adaptation and Vulnerability Assessment and Sea Level Rise Vulnerability Assessment project team members as needed.
  - Subtask 3.3 - Coordination with Monterey Bay Living Shoreline Project team members as needed (assume quarterly meetings).

- Task 4 – Monitoring of Coastal Lagoons in Mid-County  
24 months of monitoring of lagoon water elevations, water quality (including but not limited to dissolved oxygen, nutrients, and salinity), breach events, precipitation, biotic surveys, beach berm elevations, roadway overtopping events, and wave activity at the three mid-County coastal lagoons. Monitoring should capture at least 2 winter seasons. Monitoring used for this project should follow the framework established by the California Estuary Marine Protected Areas monitoring program, including the California Rapid Assessment Method developed for bar-built estuaries.
  - Subtask 4.1 - Preparation of a project study plan that outlines all data to be collected and the purpose of the data collection.
  - Subtask 4.2 – Monitoring for Schwan Lagoon
  - Subtask 4.3 – Monitoring for Corcoran Lagoon
  - Subtask 4.4 – Monitoring for Moran Lagoon
  - Subtask 4.5 - Monitoring data should be summarized in a final monitoring report, including recommendations for ongoing monitoring.
  
- Task 5 –Preliminary Adaptation Strategies  
Identify and develop three to four preliminary adaptation strategies for each of the three mid-County coastal lagoons that prioritize nature-based solutions, protection and enhancement of coastal resources and ecosystems, maintenance or enhancement of coastal access, and resilience of infrastructure and property. Managed retreat should be a strategy analyzed at each location, as well as its impact on private property. Phasing of strategies should also be considered. Strategies should focus on the overall well-being and enhancement of marine resources and coastal waters rather than solely focusing on special status species, especially in regard to adaptations to projected sea level rise. Each adaptation strategy will include a financial analysis of the costs/benefits of the strategy as well as a risk assessment. This analysis should include long-term maintenance costs and required maintenance activities for each strategy. Work should include an analysis of the preliminary adaptation strategies to determine coastal resource trade-offs associated with each strategy (for example, a strategy may have public access benefits but adverse impacts to coastal ecosystems), and these trade-offs should be clearly detailed.
  - Subtask 5.1 - Development of an overall project vision and objectives to guide the adaptation planning work.
  - Subtask 5.2 - Identify and develop three to four preliminary adaptation strategies for Schwan Lagoon.
  - Subtask 5.3 – Identify and develop three to four preliminary adaptation strategies for Corcoran Lagoon.
  - Subtask 5.4 - Identify and develop three to four preliminary adaptation strategies for Moran Lagoon.
  
- Task 6 – Modeling of Sea Level Rise Scenarios and Adaptation Strategies for Coastal Lagoons in Mid-County  
Models will be developed after ~12 months of data collection and refined at ~24 months. Development of low-cost model based on input from monitoring data in Task 4 that can predict wave action and run-up, coastal erosion, and coastal lagoon dynamics given beach slope parameters at each of the three lagoons utilizing the November 2024 update to the State of California Sea Level Rise Guidance and Coastal Commission Sea Level Rise Policy Guidance. Modeling should include Low, Medium-High, and Extreme Risk Aversion Scenarios over a 100-year time period. Modeling should also consider SLR Scenarios with and without significant swell and high wave events to capture passive and active hazards. Utilizing the models

- developed, provide modeling outputs at the three coastal lagoons under a range of sea level rise scenarios (following Coastal Commission Sea Level Rise Policy Guidance) for the preliminary Adaptation Strategies identified in Task 5. Modeling should account for the full range of lagoon conditions. Note: a model has already been developed for Moran, this task includes scope to refine the model based on additional monitoring data and to utilize sea level rise projections noted above.
- Subtask 6.1 – Development of model for Schwan Lagoon
  - Subtask 6.2 – Development of model for Corcoran Lagoon
  - Subtask 6.3 – Development of model for Moran Lagoon
  - Subtask 6.4 – Modeling outputs for preliminary adaptation strategies at Schwan Lagoon
  - Subtask 6.5 – Modeling outputs for preliminary adaptation strategies at Corcoran Lagoon
  - Subtask 6.6 – Modeling outputs for preliminary adaptation strategies at Moran Lagoon
- Task 7 – Stakeholder and Community Engagement
    - Subtask 7.1 - Develop a community and stakeholder engagement plan to involve the community in key steps of the project and communicate project information to the public. The plan shall prioritize an equitable approach to community engagement, focusing on communities and groups that have been historically excluded, disadvantaged communities, tribes, and/or underrepresented community members. It is expected that the plan will include various engagement activities, ranging from interviews and small group meetings to large online and in-person community meetings. At a minimum, engagement shall occur prior to Task 5 and prior to Task 8.
    - Subtask 7.2 - Scope should include development of all engagement materials, communication with stakeholders and the community, and presentation/facilitation at public meetings. Materials shall be in English and Spanish and include effective graphics for communicating with a lay audience.
  - Task 8 – Development of Preferred Alternative(s)
    - Subtask 8.1 - Analysis of each of the preliminary adaptation strategies based on input from Tasks 5, 6, and 7 to determine which strategy is most effective at meeting the overall vision and goals of the project. Trade-offs between coastal resources should be delineated in the selection and development of preferred alternative(s) for each location.
    - Subtask 8.2 - The preferred alternative shall be developed to a conceptual design level and shall include an update of the financial analysis documenting costs and benefits of the project.
    - Subtask 8.3 - Final report describing preferred alternative, alternatives considered and dismissed, and summary of existing data, monitoring, and modeling results.



**SECTION 4. STANDARD TERMS AND CONDITIONS**

The following provisions are expected to form the basis for any contract between County and successful Contractor(s).

4.1 Purpose of Contract

The purpose of Contract is to establish the terms and conditions under which Contractor shall provide the services specified herein to County.

4.2 Term of Contract

It is the County's intent to contract through 2028.

4.3 Amendment

Amendment to or modification of the terms and conditions of Contract shall be effective only upon the mutual consent in writing by the parties hereto.

4.4 Termination

County reserves the right to terminate Contract, in whole or in part, at any time, for any reason, without penalty. County shall give Contractor thirty (30) days written notice prior to the effective date of termination.

4.5 Assignment

Contractor shall not assign Contract, or any interest herein, without the written consent of County. County reserves the right to approve Contractor's assignee under whatever terms and conditions County may require. Contractor must provide County thirty (30) days written notice prior to sale of Contractor. County may elect to cancel Contract at that time. County may, at its sole discretion, permit the new owner to assume all existing Contract terms and conditions.

4.6 Licenses, Permits and Certifications

Contractor and Contractor's employees shall possess all applicable licenses, permits and certifications required by Federal, State and/or County codes and regulations and shall provide such licenses, permits and certifications to County upon request.

4.7 Compliance with Laws

Contractor shall comply with all Federal, State and local rules, regulations and laws.

4.8 Acknowledgement

Contractor shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to Contractor.

4.9 Inclusion of Documents

The RFP, all addenda and the Proposal submitted in response to the RFP shall be become a part of any contract awarded as a result of the RFP.

4.10 Presentation of Claims

Presentation and processing of any or all claims arising out of or related to Contract shall be made in accordance with the provisions contained in Santa Cruz County Code Chapter 1.05, which by this reference is incorporated herein.

4.11 Off-Shore Outsourcing of Services

Contractor shall certify that all services performed on any purchase order or contract with County, either by Contractor or subcontractor(s) will be performed solely by workers within the United States.

4.12 Force Majeure

Contractor shall not be liable for any delays with respect to Contract due to causes beyond its reasonable control, such as acts of God, epidemics, war, terrorism or riots.

4.13 Severability

Should any part of Contract be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of Contract, which shall continue in full force and effect; provided that the remainder of Contract can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.

4.14 Controlling Law

Contract shall only be governed and construed in accordance with the laws of the State of California and the County, and the proper venue for legal action regarding Contract shall only be in the County of Santa Cruz.

4.15 Indemnity and Insurance Requirements

Contractor shall provide Certificates of Insurance for Liability, Automobile, and Workers' Compensation to Purchasing before Contract is signed. Insurance as specified must remain in effect throughout the entire term of Contract. Refer to Exhibit H – Insurance Requirements and Certificates.

4.16 Default

- a. In addition to its remedies under paragraph 10.4, County may, by written notice of default to Contractor, terminate Contract in whole or in part if Contractor fails to:
  1. Make delivery of the supplies or perform within the time specified herein or promised, or any extension thereof; or
  2. Perform any of the other provisions of Contract.
- b. In the event County terminates Contract in whole or in part, as provided in paragraph 10.4, County may procure, upon such terms and in such manner as County deems appropriate, supplies, services or work similar to those so terminated, and Contractor shall be liable to County for any excess costs for such similar supplies, services or work; provided that Contractor shall continue the performance of Contract to the extent not terminated under the provisions provided herein. Contractor shall not be liable for any excess costs if the failure to perform Contract arises out of causes beyond the control and without the fault and negligence of Contractor.

4.17 Independent Contractor Status

- a. Contractor and County have reviewed and considered the principal test and secondary factors below and agree that Contractor is an independent contractor and not an employee of County. Contractor is responsible for all insurance (workers' compensation, unemployment, etc.) and all payroll related taxes. Contractor is not entitled to any employee benefits. County agrees that Contractor shall have the right to control the manner and means of accomplishing the result contracted for herein. It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors that indicate that Contractor is an independent contractor.

b. Principal Test:

Contractor rather than County has the right to control the manner and means of accomplishing the result contracted for.

c. Secondary Factors:

(1) The extent of control which, by agreement, County may exercise over the details of the work is slight rather than substantial; (2) Contractor is engaged in a distinct occupation or business; (3) In the locality, the work to be done by Contractor is usually done by a specialist without supervision, rather than under the direction of an employer; (4) The skill required in the particular occupation is substantial rather than slight; (5) Contractor rather than the County supplies the instrumentalities, tools and work place; (6) The length of time for which Contractor is engaged is of limited duration rather than indefinite; (7) The method of payment of Contractor is by the job rather than by the time; (8) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of County; (9) Contractor and County believe they are creating an independent contractor relationship not an employer-employee relationship; and (10) County conducts public business.

4.18 Equal Employment Opportunity

During and in relation to the performance of Contract, Contractor agrees as follows:

- a. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.
- b. If Contract provides compensation in excess of \$50,000 to Contractor and if Contractor employs fifteen (15) or more employees, the following requirements shall apply:
  1. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. In addition, Contractor shall make a good faith effort to consider Minority/Women/Disabled-Owned Business Enterprises in Contractor's solicitation of goods and services.
  2. Contractor may be declared ineligible for further agreements with County in the event of non-compliance with the non-discrimination clauses of Contract or with any of said rules, regulations or orders.
  3. Contractor shall cause the foregoing provisions of this subparagraph to be inserted in all subcontracts for any work covered under Contract by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

4.19 Retention and Audit of Records

Contractor shall retain records pertinent to Contract for a period of not less than five (5) years after final payment under Contract or until a final audit report is accepted by County, whichever occurs first. Contractor hereby agrees to be subject to the examination and audit by the County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under Contract.

4.20 Data Security and Privacy – Protected Information

Contractor acknowledges that its performance of services or activities under Contract may involve access to confidential information including, but not limited to, personally-identifiable information, protected health information, or individual financial information (collectively, “Protected Information”) that is subject to Federal, State or other laws restricting the use and disclosure of such information. Contractor agrees to comply with all applicable Federal and State laws restricting the access, use and disclosure of Protected Information.

- a. Contractor agrees to hold County’s Protected Information, and any information derived from such information, in strictest confidence. Contractor shall not access, use or disclose Protected Information except as permitted or required by Contract or as otherwise authorized in writing by County, or applicable laws.
- b. Contractor agrees to protect the privacy and security of County’s Protected Information according to all applicable laws and regulations, by commercially-acceptable standards, and no less rigorously than it protects its own confidential information, but in no case less than reasonable care. Contractor shall implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of County’s Protected Information.
- c. Within 30 days of the termination, cancellation, expiration or other conclusion of Contract, Contractor shall return the Protected Information to County unless County requests in writing that such data be destroyed. Contractor shall certify in writing to County that such return or destruction has been completed.
- d. Contractor agrees to include the requirements contained in paragraphs 10.20(a) through 10.20(d) inclusive, in all subcontractor contracts providing services under Contract.

4.21 Additional requirements

Contractor shall comply with the Coastal Conservancy grant agreement terms and conditions as shown in Attachment 1.

**SECTION 5. OFFICIAL Proposal FORM**

The undersigned offers and agrees to furnish all work, materials, equipment or incidentals required to complete the services subject to this Request for the costs stated below and in conformance with all plans, specifications, requirements, conditions and instructions of County of Santa Cruz request for proposal #24P3-003. Complete the following requirements in your response:

1. Respondent/Primary Contact:

Vendor Name:	
Vendor Address:	
Vendor Phone:	
Vendor Website:	
<b>Primary Contact</b>	
Name:	
Title:	
Phone:	
Email Address:	

**The specified budget for the consultant services is approximately \$550,000.** Note that the scope of services may be modified to best meet the project goals within the budget, and may be modified during the contract negotiation process. **Respondents are encouraged to submit alternate approaches and scopes of work as needed to stay within the budget.**

**Respondent shall include with Proposal:**

**1. Cover Letter & Copy of Completed Official Proposal Form**

A one-page cover letter shall be provided with the following information:

- Title of the RFP
- Name and mailing address of firm
- Contact person, telephone number, fax number, and email address

The County will use email to notify your firm of critical developments such as interview schedules, notification of selection/non-selection, etc.

The cover letter must be signed by an officer empowered by the Consultant to sign such material and thereby commit the Consultant to the obligations contained in the RFP response. Further, the signing and submission of a response shall indicate the intention of the proposer to adhere to the provisions described in this RFP and a commitment to enter a binding contract, if offered.

**2. Team's Qualifications**

Briefly describe the team and provide a statement of the team's qualifications and relevant experience for performing the requested consulting services. Indicate any specialized expertise relevant to the proposed project scope. Identify the services which would be completed by the lead consultant and those services to be provided by subconsultants. Identify subconsultants proposed to supplement the team's staff. Provide an organizational chart and identify the project manager who will oversee the project and serve as the primary point of contact.

**3. Project Understanding**

A brief written statement of your team’s project understanding, including goals, context, challenges, opportunities, and methodology.

**4. Project Approach**

A brief description of the proposed project approach including your team’s detailed scope of work. Describe any proposed changes to the draft scope of work noted in Section 3 and rationale (cost limitations, proposed efficiencies, anticipation of additional tasks needed, etc). Include a proposed schedule in Gantt chart format of proposed tasks and subtasks needed to complete the project. The estimated time needed to complete the project is 30 months.

**5. Relevant Experience**

Summaries or at least three similar previous projects completed within the last 10 years which represent the consultant team’s abilities and experience in relation to this project. Describe your firm's past record on controlling fees, delivering projects within the project cost estimate, quality of work, and established schedules. Identify the client, project name, original project cost estimate, actual project cost, original project schedule, and completion time of the project. Provide an appropriate client reference for each project including name, title, phone and email address.

**6. Budget**

A proposed budget in spreadsheet format, identifying the number of hours per team member required to complete each task/subtask of your proposed scope of work and the applicable hourly rate, resulting in an itemized fee for each task/subtask.

**7. Resumes**

As an appendix to the response, provide brief resumes for each team member. No more than one page shall be used per resume, except for the principals, which may not exceed two pages each and no more than two principals may be listed per firm (i.e. Project Manager, Principal in charge, etc.)

**8. Completed Exhibits A-E**

Review and complete forms in Section 6.

Has the Respondent complied with all specifications, requirements, terms and conditions of this Proposal?

Yes \_\_\_\_\_ No \_\_\_\_\_

A “no” answer requires a detailed explanation giving reference to all deviations to be submitted on company letterhead in attachment form. All exceptions must reference the RFP paragraph and section number followed by an explanation

---

If you are the successful Respondent, will you extend costs quoted to the County of Santa Cruz to other municipalities, districts or jurisdictions (political subdivisions)?

Yes \_\_\_\_\_ No \_\_\_\_\_

If discounts quoted herein are offered to other political subdivisions, additional delivery charges, if any, must be negotiated between that political subdivision and the Supplier.

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I declare under penalty of perjury that I have not been a party with any other respondent to offer a fixed cost in conjunction with this Request for Proposal.

Executed in \_\_\_\_\_, California, on \_\_\_\_\_, 2025

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

PRINTED NAME OF PERSON WHOSE SIGNATURE APPEARS \_\_\_\_\_

NAME OF FIRM \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

TELEPHONE \_\_\_\_\_ DATE \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_





### Standard Definitions

Standard definitions for minority/women/disabled business enterprise for the purposes of Santa Cruz County Contract Compliance Procedures shall be as follows:

1. A **Minority Business Enterprise (MBE)** is a small business owned and controlled by one or more minorities or women. Owned and controlled means that:
  - A. At least 51 percent of the small business concern is owned and controlled by one or more Minorities or women or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by one or more minorities or women; and
  - B. Its management and daily business operations are controlled by one or more such individuals.
  
2. A **Women Business Enterprise (WBE)** is a small business, owned and controlled by one or more women. Owned and controlled means that:
  - A. At least 51 percent of the small business concern is owned by one or more women; and
  - B. Its management and daily business operations are controlled by one or more women who own it.
  
3. A **Disabled Owned Business Enterprise (DOBE)** is a small business owned and controlled by one or more disabled persons. Owned and controlled means that:
  - A. At least 51 percent of the small business concern is owned by one or more disabled persons; and
  - B. Its management and daily business operations are controlled by one or more disabled persons who own it.

NOTE: Certain projects conducted under state and federal oversight may have additional definitions and requirements.

Exhibit B  
Customer References

Provide four (4) customer references for whom you have furnished similar services in size and nature. Customers within the County and public agencies are preferred.

1. Agency Name: \_\_\_\_\_  
Agency Address: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Contact Title: \_\_\_\_\_  
Contact Phone: \_\_\_\_\_  
Contact Email: \_\_\_\_\_  
Service Type: \_\_\_\_\_
  
2. Agency Name: \_\_\_\_\_  
Agency Address: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Contact Title: \_\_\_\_\_  
Contact Phone: \_\_\_\_\_  
Contact Email: \_\_\_\_\_  
Service Type: \_\_\_\_\_
  
3. Agency Name: \_\_\_\_\_  
Agency Address: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Contact Title: \_\_\_\_\_  
Contact Phone: \_\_\_\_\_  
Contact Email: \_\_\_\_\_  
Service Type: \_\_\_\_\_
  
4. Agency Name: \_\_\_\_\_  
Agency Address: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Contact Title: \_\_\_\_\_  
Contact Phone: \_\_\_\_\_  
Contact Email: \_\_\_\_\_  
Service Type: \_\_\_\_\_

**Exhibit C**  
**Designation of Subcontractors**

Provide the following information for each subcontractor. A Subcontractor is one who either (1) performs work for or (2) provides a service to the Respondent. If there are no subcontractors, please state "NONE".

1. Subcontractor Name: \_\_\_\_\_

Subcontractor Address: \_\_\_\_\_

Services to be performed:

2. Subcontractor Name: \_\_\_\_\_

Subcontractor Address: \_\_\_\_\_

Services to be performed:

3. Subcontractor Name: \_\_\_\_\_

Subcontractor Address: \_\_\_\_\_

Services to be performed:

4. Subcontractor Name: \_\_\_\_\_

Subcontractor Address: \_\_\_\_\_

Services to be performed:

**Exhibit D  
Non-Collusion Declaration**

TO BE EXECUTED BY RESPONDENT AND SUBMITTED WITH Proposal

I, \_\_\_\_\_, am the  
(Name)

\_\_\_\_\_ of \_\_\_\_\_,  
(Position/Title) (Company)

the party making the foregoing Proposal that the Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Proposal is genuine and not collusive or sham; that the respondent has not directly or indirectly induced or solicited any other respondent to put in a false or sham Proposal; and has not directly or indirectly colluded, conspired, connived, or agreed with any respondent or anyone else to put in a sham Proposal, or that anyone shall refrain from bidding; that the respondent has not in any manner directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the respondent or any other respondent, or to fix any overhead, profit, or cost element of the bid price, or of that of any other respondent, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the Proposal are true; and, further, that the respondent has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Name of Bidder (Firm, Corp., Individual)

\_\_\_\_\_  
Title of Authorized Representative

## **Exhibit E Protests and Appeals Procedures**

### **1. Protests to the General Services Director**

Any actual or prospective bidder, offeror or Respondent who is allegedly aggrieved in connection with the solicitation or award of a permit, other than a bid protest, may protest to the General Services Director. The protest shall be submitted in writing to the General Services Director (Purchasing Agent) within five (5) working days after Respondents have been notified of the County Board of Supervisors approval of an award.

### **2. Decision of the General Services Director**

Following consultation with County Counsel, the General Services Director shall issue a written decision within ten (10) working days after receipt of the protest. The decision shall:

- (a) State the reason for the action taken;
- (b) Inform the protestant that a request for further administrative appeal of an adverse decision must be submitted in writing to the Clerk of the Board of Supervisors within seven (7) working days after receipt of the decision made by the General Services Director. However, if the underlying protested award is not subject to approval by the Board of Supervisors (contracts for services for up to \$200,000), then the General Services Director's decision shall be final.

### **3. Protests and Appeals to the Board of Supervisors**

- (a) If permitted under Section 2(b) above, the decision of the General Services Director may be appealed to the Board of Supervisors.
- (b) Any actual or prospective bidder, offeror or Respondent who is allegedly aggrieved may protest a bid to the Board of Supervisors.

### **4. Time Limits for Filing Protests and Appeals to the Board of Supervisors**

Protests and appeals to the Board of Supervisors must be filed no later than ten (10) working days after the date of the decision being protested or appealed. The County shall be considered an interested party. When the appeal period ends on a day when the County offices are not open to the public for business, the time limits shall be extended to the next full working day.

### **5. Content of Protest and Appeal; Stay of Award**

Any appeal or protest shall be filed in writing with the Clerk of the Board of Supervisors and shall state, as appropriate, any of the following:

- A determination or interpretation is not in accord with the purpose of these procedures or County Code;
- There was an error or abuse of discretion;
- The record includes inaccurate information; or
- A decision is not supported by the record.

In the event of a timely appeal before the Board of Supervisors under this Section, the County shall not proceed further with the solicitation or with the award of the permit until the appeal is resolved, unless the County Administrative Officer, in consultation with County Counsel, the General Services Director, and the using department, makes a written determination that the award of the permit without delay is necessary to protect a substantial interest of the County.

**6. Protest and Appeal Procedure**

- (a) Hearing Date. A hearing before the Board shall be scheduled within thirty (30) days of the County's receipt of a protest or appeal unless the protestor and County both consent to a later date.
- (b) Notice and Public Hearing. The hearing shall be a public hearing. Notice shall be mailed or delivered to the protestor not later than ten (10) days before the scheduled hearing date.
- (c) Hearing. At the hearing, the Board shall review the record of the process or decision, and hear oral explanations from the protestor and any other interested party.
- (d) Decision and Notice. After the hearing, the Board shall affirm, modify or revise the original decision. When a decision is modified or reversed, the Board shall state the specific reasons for modification or reversal. The Clerk of the Board of Supervisors shall mail notice of the Board decision. Such notice shall be mailed to the protestor within five (5) working days after the date of the decision, and to any other party requesting such notice.
- (e) A decision by the Board shall become final on the date the decision is announced to the public.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

## **Exhibit F Insurance Requirements**

### INSURANCE REQUIREMENTS & CERTIFICATES

#### Indemnification for Damages, Taxes and Contributions

In conjunction with work performed at and/or for County, to the fullest extent permitted by applicable law, Respondent shall exonerate, indemnify, defend, and hold harmless County (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

- i. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it as a result of, arising out of, or in any manner connected with the RESPONDENT'S performance under the terms of this Contract, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of RESPONDENT and third persons.
- ii. Any and all Federal, State, and Local taxes, charges, fees, or contributions required to be paid with respect to RESPONDENT and RESPONDENT'S officers, employees and agents engaged in the performance of this Contract (including, without limitation, unemployment insurance, social security and payroll tax withholding).

#### Insurance

RESPONDENT, at its sole cost and expense, for the full term of this Contract (and any extensions thereof), shall obtain and maintain, at minimum, compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be considered in excess of RESPONDENT'S insurance coverage and shall not contribute to it. If RESPONDENT normally carries insurance in an amount greater than the minimum amount required by the COUNTY for this Contract, that greater amount shall become the minimum required amount of insurance for purposes of this Contract. Therefore, RESPONDENT hereby acknowledges and agrees that any and all insurances carried by it shall be deemed liability coverage for any and all actions it performs in connection with this Contract. Insurance is to be obtained from insurers reasonably acceptable to the COUNTY.

If RESPONDENT utilizes one or more subcontractors in the performance of this Contract, RESPONDENT shall obtain and maintain RESPONDENT's Protective Liability insurance as to each subcontractor or otherwise provide evidence of insurance coverage from each subcontractor equivalent to that required of RESPONDENT in this Contract, unless RESPONDENT and COUNTY unless modified or waived by COUNTY.

#### 1. Types of Insurance and Minimum Limits

- a. Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall be required unless the Respondent has no employees and certifies to that fact.
- b. Automobile Liability Insurance for each of Respondent's vehicles used in the performance of Contract, including owned, non-owned (e.g. owned by Respondent's employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage is required unless the Respondent does not drive a vehicle in conjunction with any part of the performance of Contract and Respondent and County both certify to that fact.

- c. Comprehensive or Commercial General Liability Insurance coverage at least as broad as the most recent ISO Form CG 00 01 with a minimum limit of \$1,000,000 per occurrence, and \$1,000,000 in the aggregate, including coverage for: (a) products and completed operations, (b) bodily and personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.
  - d. Professional Liability Insurance in the minimum amount, to be determined by Respondent and County as applicable, combined single limit.
2. Other Insurance Provisions
- a. As to all insurance coverage required herein any deductible or self-insured retention exceeding \$5,000 shall be disclosed to and be subject to written approval by County.
  - b. If any insurance coverage required in Contract is provided on a "Claims Made" rather than "Occurrence" form, Respondent agrees that the retroactive date thereof shall be no later than the date first written above (in the first paragraph on page 1), and that it shall maintain the required coverage for a period of three (3) years after the expiration of Contract (hereinafter "post Contract coverage") and any extensions thereof. Respondent may maintain the required post Contract coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post Contract coverage being both available and reasonably affordable in relation to the coverage provided during the term of Contract. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of Contract in order to purchase prior acts or tail coverage for post Contract coverage shall be deemed to be reasonable.
  - c. All policies of Comprehensive or Commercial General Liability Insurance shall be endorsed to cover the County of Santa Cruz, its officials, employees, agents and volunteers as additional insureds with respect to liability arising out of the work or operations and activities performed by or on behalf of Respondent, including materials, parts or equipment furnished in connection with such work or operations. Endorsements shall be at least as broad as ISO Form CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01, covering both ongoing operations and products and completed operations.
  - d. All required policies shall be endorsed to contain the following clause:

This insurance shall not be canceled until after thirty (30) days' prior written notice (10 days for nonpayment of premium) has been given to the Contracting department.

Should Respondent fail to obtain such an endorsement to any policy required hereunder, Respondent shall be responsible to provide at least thirty (30) days' notice (10 days for nonpayment of premium) of cancellation of such policy to the County as a material term of Contract
  - e. Respondent agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide County on or before the effective date of Contract with Certificates of Insurance and endorsements for all required coverages. However, failure to obtain the required documents prior to the work beginning shall not waive the Respondent's obligation to provide them. All Certificates of Insurance and endorsements shall be delivered or sent to the Contracting department.
  - f. Respondent hereby grants to County a waiver of any right of subrogation which any insurer of said Respondent may acquire against the County by virtue of the payment of any loss under such insurance. Respondent agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.



## **Attachment 1 Grant Conditions and Requirements**

This attachment outlines the conditions and requirements that the contractor must adhere to in order to comply with the terms of the grant agreement between the State Coastal Conservancy (“the Conservancy”) and the County of Santa Cruz Parks Department (“the Grantee”). These conditions are necessary to ensure the project is executed in accordance with the Conservancy’s standards, state regulations, and the objectives of the grant.

### **I. WORK PRODUCTS AND ACKNOWLEDGMENT OF CONSERVANCY SUPPORT**

All material, data, information, and written, graphic or other work produced, developed or acquired under this agreement is subject to the unqualified and unconditional right of the Conservancy to use, reproduce, publish, display, and make derivative use of all such work, or any part of it, free of charge and in any manner and for any purpose; and to authorize others to do so. If any of the work is subject to copyright, trademark, service mark, or patent, the Conservancy is granted and shall have a perpetual, royalty-free, nonexclusive and irrevocable license to use, reproduce, publish, use in the creation of derivative works, and display and perform the work, or any part of it, and to grant to any third party a comparable and coextensive sublicense.

The grantee shall include in any contract with a third party for work under this agreement terms that preserve the rights, interests, and obligations created by this section, and that identify the Conservancy as a third-party beneficiary of those provisions.

The grantee shall not utilize the work produced under this agreement for any profit-making venture, nor sell or grant rights to a third party for that purpose.

In order to acknowledge the Conservancy’s support of the project, the grantee shall display the Conservancy’s name and logo in the final report in a prominent location. The grantee shall mention the Conservancy’s support in its project-related press releases, contacts with the media, and social media postings, and on its website.

### **II. EARLY TERMINATION, SUSPENSION AND FAILURE TO PERFORM**

Before the project has commenced, either party may terminate this agreement for any reason by providing the other party with seven days notice in writing.

Before the project is complete, the Conservancy may terminate or suspend this agreement for any reason by providing the grantee with seven days notice in writing. In either case, the grantee shall immediately stop work under the agreement and take all reasonable measures to prevent further costs to the Conservancy. The Conservancy will be responsible for any reasonable and non-cancelable obligations incurred by the grantee in the performance of this agreement prior to the date of the notice to terminate or suspend, but only up to the undisbursed balance of funding authorized in this agreement. Any notice suspending work under this agreement will remain in effect until further written notice from the Conservancy authorizes work to resume.

If the grantee fails to complete the project as required, or fails to fulfill any other obligations of this agreement prior to the termination date, the grantee will be liable for immediate repayment to the Conservancy of all amounts disbursed by the Conservancy under this agreement. The Conservancy may, at its sole discretion, consider extenuating circumstances and not require

repayment for work partially completed. This paragraph does not limit any other remedies the Conservancy may have for breach of this agreement.

Before the project is complete, the grantee may terminate this agreement for any reason by providing the Conservancy with seven days notice in writing and repaying to the Conservancy all amounts disbursed by the Conservancy under this agreement. The Conservancy may, at its sole discretion, consider extenuating circumstances and allow early termination without repayment for work partially completed. On or before the date of termination of the agreement under this section, whether terminated by the grantee or the Conservancy, the grantee shall provide the Conservancy with all work, material, data, information, and written, graphic or other work produced, developed or acquired under this agreement (whether completed or partial), in appropriate, readily useable form. The parties expressly agree to waive, release and relinquish the recovery of any consequential damages that may arise out of the termination or suspension of this agreement under this section.

The grantee shall include in any agreement with any contractor retained for work under this agreement a provision that entitles the grantee to suspend or terminate the agreement with the contractor for any reason on written notice and on the same terms and conditions specified in this section.

### **III. INDEMNIFICATION AND HOLD HARMLESS**

The grantee shall be responsible for, indemnify and hold harmless the Conservancy, its officers, agents and employees from any and all liabilities, claims, demands, damages, or costs, including without limitation litigation costs and attorneys fees, resulting from or arising out of the willful or negligent acts or omissions of the grantee, its officers, agents, contractors, subcontractors and employees, or in any way connected with or incident to this agreement, except for the active negligence of the Conservancy, its officers, agents or employees. The duty of the grantee to indemnify and hold harmless includes the duty to defend as provided in Civil Code Section 2778. This agreement supersedes any right the grantee may have as a public entity to indemnity and contribution as provided in Gov. Code Sections 895 et seq.] The grantee waives any and all rights to any type of express or implied indemnity or right of contribution from the State, its officers, agents or employees, for any liability resulting from, growing out of, or in any way connected with or incident to this agreement.

Nothing in this agreement is intended to create in the public or in any member of it rights as a third-party beneficiary under this agreement.

### **IV. AUDITS/ACCOUNTING/RECORDS**

The grantee shall maintain financial accounts, documents, and records (collectively, "required records") relating to this agreement, in accordance with the guidelines of "Generally Accepted Accounting Principles" ("GAAP") published by the American Institute of Certified Public Accountants. The required records include, without limitation, evidence sufficient to reflect properly the amount, receipt, deposit, disbursement of all funds related to work under the agreement, and time and effort reports that permit tracing from the request for disbursement forms to the accounting records and to the supporting documentation.

Additionally, the Conservancy or its agents may review, obtain, and copy all required records. The grantee shall provide the Conservancy, California State Auditor, their officers, employees and agents with any relevant information requested and with access to the grantee's premises upon reasonable notice, during normal business hours, to interview employees and inspect and copy books, records, accounts, and other material that may be relevant to a matter under

investigation for the purpose of determining compliance with this agreement and any applicable laws and regulations.

The grantee shall retain the required records for a minimum of three years following final disbursement by the Conservancy. The records will be subject to examination and audit by the Conservancy and the California State Auditor during the retention period.

If the grantee retains any contractors to accomplish any of the work of this agreement, the grantee shall first enter into an agreement with each contractor requiring the contractor to meet the terms of this section and to make the terms applicable to all subcontractors.

The Conservancy may disallow all or part of the cost of any activity or action that it determines to be not in compliance with the requirements of this agreement.

After completing the work, the grantee shall promptly conduct a final financial and compliance audit of revenue and expenditures. An independent Certified Public Accountant must conduct the audit and prepare a report in compliance with GAAP. In place of performing a separate audit, the grantee may submit to the Conservancy, within a time that the Conservancy specifies, a copy of the grantee's federal "single audit."

## **V. NONDISCRIMINATION**

During the performance of this agreement, the grantee and its contractors shall not deny the agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The grantee shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. The grantee and contractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the Conservancy to implement such article. The grantee shall permit access by representatives of the Department of Fair Employment and Housing and the Conservancy upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or the Conservancy shall require to ascertain compliance with this clause. The grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

The grantee shall include the nondiscrimination and compliance provisions of this clause in all contracts to perform work under this agreement.

## **VI. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS**

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the Conservancy determine the grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The Conservancy shall provide the grantee advance written notice of such termination, allowing the grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the Conservancy.

## **VII. SURVIVAL**

The obligations in sections “I. WORK PRODUCTS AND ACKNOWLEDGMENT OF CONSERVANCY SUPPORT” and “III. INDEMNIFICATION AND HOLD HARMLESS” survive the termination of this agreement.

**Attachment 2**  
**Previous Moran Lagoon Studies**

Instructions: Please click on the links below to access the documents

[2005 Moran Water Quality & Conceptual Restoration Plan](#)

[2021 Moran Lake Restoration Studies](#)