

WES WHITE
President

HARRY ADAMS
Secretary

GERHARD WEBER
Commissioner

RICK SHEPHERD
Commissioner

BRIAN STONE
Commissioner

Crescent City Harbor District

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

TIM PETRICK
CEO/Harbormaster

Design and EA/EIS for Seawall and Citizens' Dock REQUEST FOR PROPOSAL

The Crescent City Harbor District (CCHD) is seeking an environmental and engineering team to undertake and complete the following scope of work:

- 1) Prepare an initial project design for the construction of a new Seawall and related parking lot;
- 2) Prepare an initial project design for the construction of a new Citizens' Dock;
- 3) Prepare an Environmental Assessment (EA) / Environmental Impact Statement (EIS) document pursuant to the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA) for the construction of a new Seawall and a new Citizen's Dock in the Crescent City Harbor District; and
 - a. Addendum Effective 7/7/23
In the preparation of the EA/EIS document, the consultant shall also incorporate the necessary information and analysis related to the Notice of Determination (ND) and Environmental Impact Report (EIR) if determined to be required by CEQA regulations.
- 4) Undertake successful completion of the CEQA and NEPA process for both the new Seawall and a new Citizens' Dock.

This EA/EIS document will also include National Historic Preservation Act – sec 106 and sec 4f of U.S. DOT Act evaluation/documentation.

The designs will need to be engineered designs and developed fully enough to successfully complete the CEQA and NEPA process.

Note: The Request for Proposal for the Permitting and Construction of the Seawall and Citizens' Dock will be released at a later date.

Design and EA/EIS for Seawall and Citizens' Dock Request for Proposals Addendum Effective 7/17/2023

Addendum:

The following addendum is made to the Design and EA/EIS for Seawall and Citizens' Dock Request for Proposals:

1. Request for Proposals Reveal of Bids Deadline:

The Crescent City Harbor District is updating the deadline for reveal of bids to: August 14th by 5 PM.

Interviews will be conducted via Zoom during the weeks of August 21st and 28th.

For those invited, there will be an opportunity to present to the Harbor Board of Commissioners, on September 5th at 2:00 PM. Invitees are encouraged to attend in person, but presentation can be conducted via Zoom.

It is expected the Harbor Board of Commissioners will vote to award the RFP following the interviews at the September 5th meeting, though the item may be continued to a later meeting.

Page: 6, Request for Proposals Reveal of Bids Deadline

2. The Crescent City Harbor District is making available for review the following documents for reference purposes:

- a. Bathymetric Survey 2022 SHT.pdf
- b. Geotech Report - T&R - 2011.10.7 - Crescent City Harbor.pdf
- c. Geotech Report - LACO - 2014.01.23 - Englund Marine New Bldg.pdf
- d. Geotech Report - SHN - 2013.01 - Visitor Center.pdf

Links to download the documents will be posted on <https://www.ccharbor.com/request-for-bids>

Page: 16, Section 6- Attachments

Design and EA/EIS for Seawall and Citizens' Dock Request for Proposals Addendum Effective 7/7/2023

Addendum:

The following addendum is made to the Design and EA/EIS for Seawall and Citizens' Dock Request for Proposals:

1. Method of Delivery of Final Proposal and CEQA Documents:

The method of delivery for the final proposal and CEQA documents for the project will be as follows:

Final Proposal: The final proposal will be delivered in a searchable PDF format. The PDF file will be sent via email to the designated recipients:

tpetrick@ccharbor.com

cc: mrademaker@ccharbor.com

mike.bahr@cssgrants.org

aislene.delane@cssgrants.org

In addition to the electronic version, one hard copy of the final proposal will be provided. The hard copy will be delivered either by mail or hand-delivered to

Crescent City Harbor District
101 Citizens Dock Road
Crescent City CA 95531

Page: 5, Method of Delivery of Final Proposal and CEQA Documents

2. CEQA Documents - Notice of Determination (ND) and Environmental Impact Report (EIR):

In addition to the information provided in the previous document, it is important to note that environmental documents to be prepared for the project will also include Notice of Determination (ND) /Environmental Impact Report (EIR) as required by CEQA regulations.

The scope of work for the project includes the completion of CEQA Level of Design Drawings, CEQA Compliance tasks, and the preparation of a Construction Permit application for the new Citizens' Dock. As part of this process, it will be necessary to prepare and include a Notice of Determination (ND) and/or an Environmental Impact Report (EIR) to comply with CEQA requirements.

Therefore, in the preparation of the EA/EIS document, the consultant shall also incorporate the necessary information and analysis related to the Notice of Determination (ND) and Environmental Impact Report (EIR) if determined to be required by CEQA regulations.

Should additional information or documentation be necessary, it is the responsibility of the consultant to coordinate with the Crescent City Harbor District and relevant agencies to ensure the inclusion of all required CEQA documents.

Page: 1, Request for Proposals; 6&7 Purpose of the Project; 9 14&15 Scope of Work

3. Evaluation Criteria

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

1. Responsiveness to the Request for Proposal
2. Proposed design elements (aesthetics, functionality, choice of materials, etc.)
3. Proposed personnel who would complete the project (qualifications, experience, technical competence, reputation, etc.)
4. Price

NOTE: The criteria listed above are not listed in any order of priority or preference. Depending upon the quality of the proposals received, the Harbor District reserves the right to reject any or all proposals, and to issue a completely new Request for Proposals if none of the proposals received are satisfactory (as judged by the District in its sole opinion). The District also reserves the right to waive minor informalities or irregularities in any proposal, if it would allow the District to select the proposal or proposals that, in the District's sole opinion, would best serve the needs of the District within budget limitations. The District expressly reserves the right to extend the date by which bids are due.

Page: 15, Section 5- Evaluation Criteria

4. The Crescent City Harbor District is making available for review the following documents for reference purposes:
 - a. CCHD Seawall_Condition_Assessment_Report_FINAL
 - b. 1998 Seawall Report
 - c. Crescent City Citizens Dock Condition Survey Concept Repair (9-12-11)

Links to download the documents will be posted on
<https://www.ccharbor.com/request-for-bids>

Page: 16, Section 6- Attachments

Bid Requirements:

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

A tour of the project site area will be conducted on Thursday, July 13 at 1:30 p.m.

A conference call to discuss this RFP will be held on Thursday, July 6 at 1:30 p.m.

Dial-in number: (701) 802-5242

Access code: 3682930

Addendum Effective 7/7/2023

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cc: mrademaker@ccharbor.com

mike.bahr@cssgrants.org

aislene.delane@cssgrants.org

In addition to the electronic version, one hard copy of the final proposal will be provided. The hard copy will be delivered either by mail or hand-delivered to

Crescent City Harbor District
101 Citizens Dock Road
Crescent City CA 95531

Addendum Effective 7/17/2023

Request for Proposals Receival of Bids Deadline

The Crescent City Harbor District is updating the deadline for receival of bids to: **August 14th by 5 PM.**

Interviews will be conducted via Zoom during the weeks of August 21st and 28th.

For those invited, there will be an opportunity to present to the Harbor Board of Commissioners, on September 5th at 2:00 PM. Invitees are encouraged to attend in person, but presentation can be conducted via Zoom.

It is expected the Harbor Board of Commissioners will vote to award the RFP following the interviews at the September 5th meeting, though the item may be continued to a later meeting.

Section 1 – PURPOSE OF THE PROJECT

The Crescent City Harbor District has received funding from the U.S. Department of Transportation Maritime Administration to construct a new Seawall in the Crescent City Harbor District.

The Crescent City Harbor District has also received funding from the Coastal Conservancy to Complete CEQA Level of Design Drawings; Complete CEQA Compliance task and Prepare Construction Permit application for a new Citizens' Dock in the Crescent City Harbor District. Construction funding for the new Citizens' Dock still must be secured.

The purpose of this project is to prepare the following documents:

- 2) an initial project design for the construction of a new Seawall and its related parking lot;
- 3) an initial project design for the construction of a new Citizens' Dock;
- 4) an Environmental Assessment (EA) / Environmental Impact Statement (EIS) document pursuant to the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA) for the construction of a new Seawall and a new Citizens' Dock in the Crescent City Harbor District; and
 - a. Addendum Effective 7/7/23
In the preparation of the EA/EIS document, the consultant shall also incorporate the necessary information and analysis related to the Notice of Determination (ND) and Environmental Impact Report (EIR) if determined to be required by CEQA regulations.
- 4) undertake successful completion of CEQA and NEPA process for both the new Seawall and a new Citizens' Dock.

The Scope of Work for this project includes preparation of

1. Preliminary project design for the construction of a new Seawall and parking lot;
2. Preliminary project design for the construction of a new Citizens' Dock;
3. EA / EIS document
 - i. Includes Section 106 evaluation
 - ii. Includes Section 4(f) evaluation
4. Addendum Effective 7/7/23:
Notice of Determination (ND)/ Environmental Impact Report (EIR)
5. And it includes successful completion of CEQA and NEPA process for both the new Seawall and related area and a new Citizens' Dock.

Preliminary design of the Seawall will include at a minimum two build alternatives and a no build alternative. A selected alternative(s) will be advanced of "functional plans" which can be up to approximately 30% design. The Seawall will be designed so that it can withstand 50-year tsunami flow, 100-year storm surges and 1.5 feet of sea level rise.

Preliminary design of Citizens' Dock will include at a minimum two build alternatives and a no build alternative. A selected alternative(s) will be advanced of "functional plans" which can be up to approximately 30% design. The Seawall will be designed so that it can withstand 50-year tsunami flow, 100-year storm surges and 1.5 feet of sea level rise.

The EA/EIS document will be prepared per State of California CEQA and Federal NEPA regulations. The Scope also includes full assistance in the preparation of Finding of No Significant Impact (FONSI) for the EA or Record of Decision (ROD) if a FONSI is appropriate.

The Section 106 evaluation will be prepared as per 36 CFR 800, and all the relevant data and a nalysis will be prepared as per the National Historic Preservation Act and procedures. described in 36 CFR 800.

The Section 4(f) evaluation will be prepared as per U.S DOT regulations.

Addendum 7/7/23:

As part of the CEQA process, it will be necessary to prepare and include a Notice of Determination (ND) and/or an Environmental Impact Report (EIR) to comply with CEQA requirements.

Therefore, in the preparation of the EA/EIS document, the consultant shall also incorporate the necessary information and analysis related to the Notice of Determination (ND) and Environmental Impact Report (EIR) if determined to be required by CEQA regulations.

The scope of work includes interaction with all permitting agencies so that there is successful completion of CEQA and NEPA process for both the new Seawall and a new Citizens' Dock so that construction permits can be applied for in the next stages of the projects.

Section 2 – STUDY AREA

The Project area for the EA/EIS is the Citizens' Dock and Seawall area in the Crescent City Harbor District, Del Norte County California.

The coordinates of the Seawall are 41.745819, -124.183535

The seawall was built in the 1940's with additions added in the 1960s. The Seawall's purpose is to protect the following key pieces of port transportation infrastructure: entrance to Citizens' Dock Road, the trestle that connects the dock to Citizens' Dock Road, the seafood unloading hoist, the seafood packing, freezing and long-haul transportation area and the Harbor District Office.

The seawall construction project (not part of this SOW) will include the following steps 1) replace and elevate an aged steel sheet pile seawall, so that it can withstand 50-year tsunami flow, 100-year storm surges and 1.5 feet of sea level rise; 2) repair and renovate the commercial seafood loading and transportation parking lot area behind the seawall; 3) replace the aged cargo handling equipment that is atop the seawall and 4) add EV truck infrastructure in the transportation parking lot.

The EIS/EA study needs to include all four of these elements.

The Seawall will be constructed and completed before a new Citizens' Dock is constructed.

The coordinates of Citizens' Dock are 41.745263, -124.184319

The Dock was built in the 1950's and rebuilt after the 1964 tsunami. There have been renovations of the Dock since then, including paving the surface. The Dock's purpose is to provide the seafood processors with a place to purchase and unload catch.

A new Citizens' Dock would be designed to withstand a 50-year tsunami flow, 100-year storm surges and 1.5 feet of sea level rise. It will continue to provide the seafood processors with a place to purchase and unload catch. It would also provide larger boat loading and unloading services. And it will provide a place for public access to the Dock.

The EIS/EA study needs to include each of these elements.

The project area is outlined in the attached images and map, (figure 2). Pictures are included to show the current state of the project area (figures 3-6).

It should be noted that the study area may have to be extended based on findings during the study.

Section 3 – SCOPE OF SERVICES:

The consultant shall conduct the following tasks:

1. Project Management.
2. Public Involvement and Interagency Coordination.
3. Prepare Purpose and Need Statement.
4. Create an initial design, with alternatives, of a new Seawall.
5. Determine the construction plan for the new Seawall.
6. Create an initial design, with alternatives, of a new Citizens' Dock
7. Determine the construction plan for the new Dock.
8. Identify the EA/EIS study's project's scope and boundaries
9. Determine the level of analysis required.
10. Data Collection and analysis of the potential environmental impacts of the project, including any direct, indirect, and cumulative effects.
11. Prepare a draft environmental impact statement (EIS) or environmental assessment (EA) that analyzes the potential impacts of the proposed action and alternatives.
12. Addendum Effective 7/7/23:
Prepare a draft Notice of Determination (ND) and/or an Environmental Impact Report (EIR)
13. Prepare Section 4(f) Evaluation and Section 106 Evaluation
14. Conduct public and agency review of the draft EIS or EA
15. Prepare final EA/EIS Document

For all tasks of the project, all CEQA, NEPA, U.S. DOT, MARAD, AASHTO, FHWA, and other Federal, and State rules and regulations will be followed.

Task 1 – Project Management (All Tasks)

Consultant will assemble a team of subject matter experts to accomplish all elements of the Scope of Services.

Invoices and Progress Reports:

The consultant will provide bimonthly or monthly invoices to the CCHD project manager for approval and timely payment.

With each invoice, the consultant will prepare and submit progress reports to the CCHD project manager, which will include:

- the task accomplishments,
- minutes from meetings held,
- hard copies of all materials developed that month,
- status of deliverables,
- expected activities for the next period,
- issues for resolution and the responsible party,
- problems and their disposition from the previous period.

Biweekly Project Progress Meeting:

The consultant shall meet, in person or remotely, with the CCHD Project Management Staff every two weeks and provide project progress reports throughout the life of the project.

Task 2 – Public Involvement and Interagency Coordination

The consultant will develop a Public Involvement Plan (PIP) according to FHWA and U.S. DOT MARAD requirements. The PIP shall include community meetings, public meetings, Meeting announcement modes, and a public outreach plan.

Agency coordination will include coordination with NPS, SHPO, DCOP and federal, state and local agencies, tribes, interested organizations, and the public; and, consultation with U.S. DOT MARAD, U. S. Fish and Wildlife Service, National Park Service, Army Corps of Engineers, Advisory Council on Historic Preservation, and NRC regarding compliance with laws, regulations, licensing and permitting protocols, and other requirements. The support may also include assisting CCHD in consulting with state agencies concerning permit requirements and with Tribes concerning land use, treaty, or cultural issues.

A total of 6-8 agency meetings will be held. The consultant team will hold and arrange at least three public meetings (2 public meetings & a public hearing) during the project.

The consultant will also develop a project website, which will explain the project, the process, and the status of the EA/EIS project. The website should be updated on at least a monthly basis.

Task 2 Deliverables: Public Involvement Plan (3 hardcopies), Project Meeting presentations and handouts, Maps, Graphic Display boards, other related materials and project website.

Task 3 – Prepare Purpose and Need Statement

The consultant will develop a draft Purpose and Need Statement in close coordination with CCHD staff and other key stakeholders. The Purpose and Need statement will be consistent with guidance available through the MARAD technical advisory.

Task 3 deliverables: Final purpose and need statement.

Task 4 – Identify the project's scope and boundaries

Work with CCHD staff to identify the project's scope and boundaries, including any alternatives that will be considered.

Task 4 deliverables: Map of Project Scope and Boundaries.

Task 5 – Create initial design of a new Seawall and of a new Citizens' Dock

Consultant will be required to determine the dimensions of the new seawall based on the collected data and the selected design type. Based on the site conditions and the type of seawall selected, calculate the required dimensions, including height, width, thickness of the seawall and the depth of the foundation.

The seawall type should suit the location and purpose: withstand 50-year tsunami flow, 100-year storm surges and 1.5 feet of sea level rise.

Consultant will be required to determine the dimensions of the new Citizens' Dock based on the collected data and the selected design type. Based on the site conditions and the type of dock selected, calculate the required dimensions, including height, width, depth and type of the understructure and other key design elements including construction materials.

The new Citizens' Dock should suit the location and purpose: withstand 50-year tsunami flow, 100-year storm surges and 1.5 feet of sea level rise.

The design of both projects should incorporate features that encourage sea life habitat around the underwater elements of both structures.

In addition, the designs should comply with the Build America, Buy America requirements as implemented by MARAD: all construction materials, including iron, steel, manufactured products, and construction materials to be used in the project are produced in the United States.

Concept Engineering, Alternatives Development and Analysis

The study area shall be evaluated per MARAD, AASHTO, and other relevant standards to locate any existing issues that need to be addressed in the design process.

The consultant team will develop and analyze at a minimum two build alternatives and a no build alternative for both the Seawall and Citizens' Dock.

The consultant team will develop all conceptual and preliminary engineering required to

analyze the alternatives to make a preferred alternative selection that includes typical sections, plan, profiles, and geometrical layouts at a minimum.

Consultant will hold at least two public meetings during this process. The first meeting to present and take comments on the three build alternatives. The second meeting to present and take comment on the selected alternative.

Preliminary design of selected alternative(s) will be advanced of “functional plans” which can be up to (approximately 30% design), once MARAD approves selected design and authorizes expenditure for functional plans. For 30% design, survey data such as topo, geotech, utilities, etc. will be needed.

Cost Estimates and Constructability Review

The consultant team will also develop construction cost estimates, which will include cost break down and cost by line items. Consultant will provide constructability review of the alternatives.

Task 5 deliverables: Preliminary design of a new Seawall and a new Citizens’ Dock with Cost Estimates and Constructability Review for each delivered in 3 copies and 5 electronic files of the report in Adobe PDF format. Two public meetings.

Task 6 – Determine the construction plan for the new Seawall and the new Citizens’ Dock

Determine the best way to construct the new Seawall, and its related project elements.

Determine the best way to construct the new Citizens’ Dock, and its related project elements.

Identify which constructions tasks will be done from land and which from the water. Include a plan for debris removal and disposal. Identify the types of equipment which will be needed for construction. Determine the construction impacts for the EA/EIS.

Consultant with CCHD staff during development of the construction plan.

Task 6 deliverables: Construction Plan for the Seawall and Construction Plan for Citizens’ Dock: 3 copies and 5 electronic files of the report in Adobe PDF format. One electronic copy in MS Word format.

Task 7 – Determine the level of EA/EIS analysis required

Determine the level of analysis required based on the significance of the potential environmental impacts of the Seawall construction project and the Citizens’ Dock construction project.

Task 7 deliverables: Written recommendation on the level of EA/EIS that will need to be undertaken for the Seawall construction project and the Citizens’ Dock construction project.

Task 8 – Data Collection:

Collect all data necessary for the environmental study, using existing databases and studies, additional field surveys, sampling, and exploration. The consultant will prepare a detailed

inventory of all the environmental elements in the study area. The consultant shall perform a detailed environmental data collection.

All data collection will be carried out according to CEQA, NEPA, federal, state and local requirements.

The environmental data review and collection shall include, at a minimum, the project impact on or of the following items: Land use and Zoning

- Land Acquisition and Displacement
- Demographics
- Community Resources, Economics and Development issues
- Environmental Justice & Title VI
- Transportation (including Transit, Pedestrian, Bike, Vehicular)
- Utilities
- Cultural/Historic Resources
- Visual and Aesthetics
- Vibration
- Water Quality
- Navigable Waters
- Biotic Communities
- Endangered and Threatened Species
- Construction impacts
- Archaeological Investigation and Report
- Flood Plains
- Wetlands and 404 Permit Requirements
- NPDES (section 402) Permit Requirements
- Fish and Wildlife issues
- Hazardous waste and materials/contaminated soil investigation
- Noise Analysis
- Air Quality
- Erosion
- Indirect and Cumulative Impacts
- Section 4f

Task 8 Deliverables: Prepare a review of the existing environmental conditions at the project site. Provide list of existing data and studies used for data and new data collected.

3 copies and 5 electronic files of the report in Adobe PDF format. One electronic copy in MS Word format.

Task 9 – Prepare Draft Environmental Assessment/ Environmental Impact Statement

The EA/EIS document will be produced consistent with NEPA, CEQA, and U.S. DOT MARAD regulations and requirements.

The EA/EIS document will include: 1) Executive Summary; 2) Table of Contents. 3) Purpose and Need; 4) Alternatives; 5) Affected Environment; 6) Environmental

Consequences. 7) Section 4(f); 8) Public & Agency Coordination; 9) References; 10) List of Preparers; 11) Sec 106 Report; 12) Other Appendices.

Task 9 Deliverables: EA/EIS draft document with environmental Analyses and Mitigation Report for internal review: 5 hard copies and 2 electronic copies in PDF format, with 2 electronic copies of the text (only) delivered as an MS Word file.

Task 10 – Section 4(f) and Section 106 Evaluation

The consultant will conduct 4(f) and Section 106 studies, included in the analysis of alternatives, and document and impacts and mitigation required. Consultant will provide coordination with MARAD, National Park Service, State Historic Preservation Officer, other state and federal agencies as appropriate, and local Tribes.

Task 10 deliverables: Section 4(f) & Section 106 Evaluation document: 8 hard copies, 8 electronic (on CDs). The electronic copies will be in Adobe PDF format, with 2 electronic copies as MS Word file.

Task 11 – Conduct public and agency review of the draft EA/EIS

The consultant will review the draft EA/EIS and the Section 4(f) and Section 106 Evaluation with agencies to get their feedback and comments. Consultant will hold a public hearing to review the Draft EA/EIS and Section 4(f) and Section 106 Evaluation.

Task 11 Deliverables: Documents showing agency review and comments on Draft EA/EIS. Public Hearing reviewing the Draft EA/EIS.

Task 12 – Prepare final EA/EIS Document

The Final EA/FEIS will include all formal comments (public/agency) and must show how these comments were addressed or responded to. The consultant will also develop FONSI (if the EA determines no significant impacts) or a ROD if an FEIS was prepared.

Task 12 Deliverables: Final EA/FEIS, and FONSI/ROD documents: up to 10 hard copies, 10 electronic copies (on CDs) in PDF format, with 2 electronic copies of the text (only) delivered as a MS Word file.

NOTE: Task 12 is dependent upon MARAD acceptance and approval of the Draft EA/EIS in the agency review.

Addendum Effective 7/7/23

In addition to the information provided in the previous document, it is important to note that environmental documents to be prepared for the project will also include Notice of Determination (ND) /Environmental Impact Report (EIR) as required by CEQA regulations.

The scope of work for the project includes the completion of CEQA Level of Design Drawings, CEQA Compliance tasks, and the preparation of a Construction Permit application for the new Citizens' Dock. As part of this process, it will be necessary to

prepare and include a Notice of Determination (ND) and/or an Environmental Impact Report (EIR) to comply with CEQA requirements.

Therefore, in the preparation of the EA/EIS document, the consultant shall also incorporate the necessary information and analysis related to the Notice of Determination (ND) and Environmental Impact Report (EIR) if determined to be required by CEQA regulations.

Should additional information or documentation be necessary, it is the responsibility of the consultant to coordinate with the Crescent City Harbor District and relevant agencies to ensure the inclusion of all required CEQA documents.

Section 4 – SCHEDULE:

A Public Involvement Plan within 3 weeks of NTP
Project Management Plan with key milestones within 2 weeks of NTP
Existing Conditions report within 2 months of NTP
Draft EA Document, sec 106 and sec 4f documents: 4 months of NTP
Completion of all tasks within 6-8 months of NTP

Section 5- EVALUATION CRITERIA:

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

1. Responsiveness to the Request for Proposal
2. Proposed design elements (aesthetics, functionality, choice of materials, etc.)
3. Proposed personnel who would complete the project (qualifications, experience, technical competence, reputation, etc.)
4. Price

NOTE: The criteria listed above are not listed in any order of priority or preference. Depending upon the quality of the proposals received, the Harbor District reserves the right to reject any or all proposals, and to issue a completely new Request for Proposals if none of the proposals received are satisfactory (as judged by the District in its sole opinion). The District also reserves the right to waive minor informalities or irregularities in any proposal, if it would allow the District to select the proposal or proposals that, in the District's sole opinion, would best serve the needs of the District within budget limitations. The District expressly reserves the right to extend the date by which bids are due.

Section 6 - ATTACHMENTS:

1. Photos and Maps of construction site
2. Draft Contract

Addendum Effective 7/7/23

The Crescent City Harbor District is making available for review the following documents for reference purposes:

1. CCHD Seawall_Condition_Assessment_Report_FINAL
2. 1998 Seawall Report
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4. Geotech Report - SHN - 2013.01 - Visitor Center.pdf

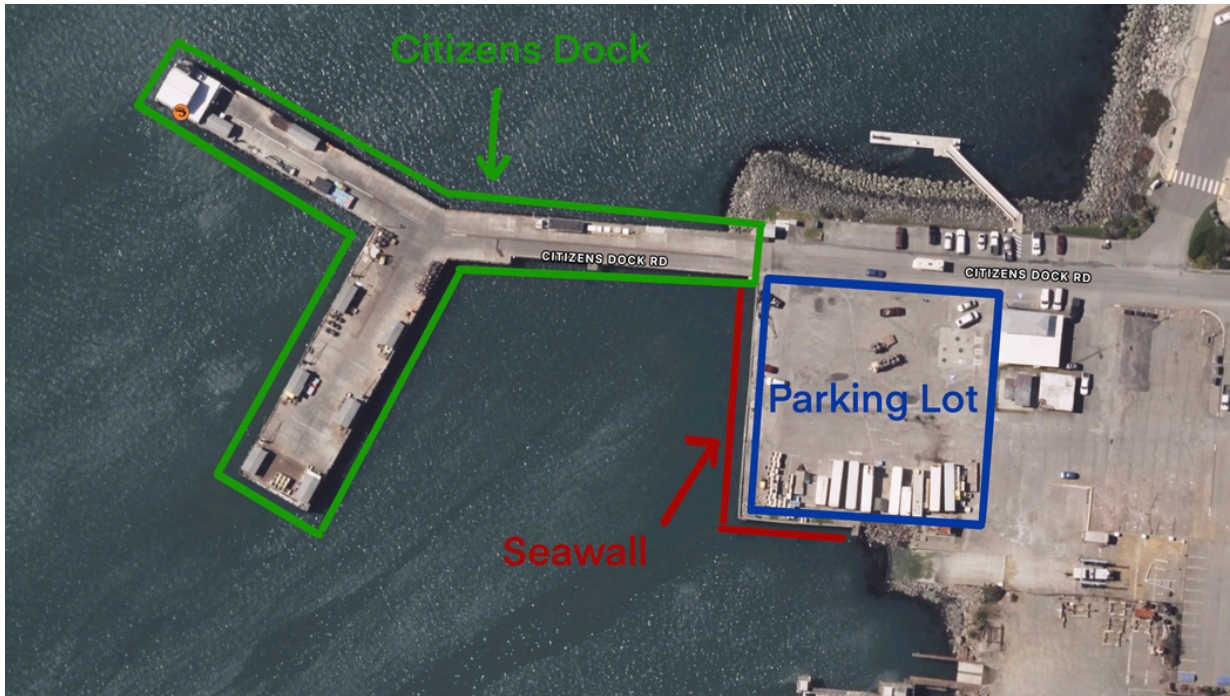
Links to download the documents will be posted on <https://www.ccharbor.com/request-for-bids>

Photos and Maps

Harbor District Boundary Map (Figure 1)



Project Area Map (Figure 2)



Citizens Dock Seawall; Parking and loading area for the long-haul trucks (Figure 3)



Long shot of entire Seawall (Figure 4)



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

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

RECITALS

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services

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

2. Compensation

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

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

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

3. Term of Agreement and Time of Performance

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

4. Additional Work

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

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

5. Maintenance of Records

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

6. Ownership and Use of Work

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

7. Findings Confidential

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

8. Conflict of Interest

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

9. Delays in Performance

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

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

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

10. Compliance with Law

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

11. Standard of Care

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

12. Assignment and Subconsultants

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

13. Independent Consultant

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

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

14. Integration

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

15. Insurance

a. Commercial General Liability

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

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

b. Automobile Liability

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

c. Workers' Compensation/Employer's Liability

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

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

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

f. Cyber Liability

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

g. Minimum Policy Limits Required

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

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

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

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

h. Evidence of Insurance Required

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

i. Policy Provisions Required

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

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

j. Qualifying Insurers

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

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

k. Additional Insurance Provisions

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

16. Indemnification

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

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

17. Confidentiality

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

18. Laws, Venue, and Attorneys' Fees

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

19. Termination or Abandonment

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

20. Organization

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

21. Notice

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

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

22. Third Party Rights

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

23. Severability and Waiver

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

24. Non-discrimination

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

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

CRESCENT CITY HARBOR
DISTRICT:

CONSULTANT:

By: _____
[NAME]
Harbormaster/CEO

By: _____
[Name]
[Title]

APPROVED AS TO FORM:

BEST BEST & KRIEGER LLP

By: _____
Ruben Duran
District General Counsel