

**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN THE CRESCENT CITY HARBOR DISTRICT  
AND  
KIMLEY-HORN**

This Agreement for Professional Services (“Agreement”) is made and entered into this 26<sup>th</sup> day of June, 2026 by and between the Crescent City District Harbor District, a special district organized pursuant to the California Harbors and Navigation Code (“District”) and Kimley-Horn and Associates Inc, (“Consultant”). District and Consultant are sometimes referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

**RECITALS**

District is in need of professional services for Project Manager (“the Project”).

Consultant has the necessary qualifications to provide such services for the Project.

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:**

**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.

**Compensation**

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.

In no event shall the total amount paid for services rendered by Consultant pursuant to this Agreement exceed the sum of Three Hundred and Fifty Thousand Dollars (\$350,000) in the first twelve months. This Agreement is subject to and contingent on budgetary appropriations being approved by the District’s 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.

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.

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.

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

Consultant shall perform its services hereunder in a prompt and timely manner. Consultant is prepared to start work immediately. Work shall commence upon authorization from the District. The term of this Agreement shall be for a period of Twenty Four (24) months 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.

### **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.

### **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.

### **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. Any modifications made by the District to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the District's sole risk and without liability to the Consultant. 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.

### **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.

### **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.

### **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.

### **Compliance with Law**

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.

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.

### **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.

### **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.

### **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.

## **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.

## **Insurance**

### **Commercial General Liability**

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.

Coverage for Commercial General Liability insurance shall be at least as broad as the following:

Insurance Services Office Commercial General Liability coverage  
(Occurrence Form CG 0001)

Commercial General Liability Insurance must include coverage for the following:

Bodily Injury (including death) and Property Damage

Personal Injury/Advertising Injury

Premises/Operations Liability

Products/Completed Operations Liability

Aggregate Limits that Apply per Project

Contractual Liability with respect to this Agreement

Broad Form Property Damage

Independent Consultants Coverage

Sexual Misconduct Coverage, with no applicable sublimit

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.

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.

Minimum Policy Limits Required

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

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.

Evidence of Insurance Required

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.

### Policy Provisions Required

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, subconsultant 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.

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.

### Qualifying Insurers

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.

### Additional Insurance Provisions

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.

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.

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.

The District may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

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 Agreement.

### **Indemnification**

To the fullest extent permitted by law, Consultant agrees to indemnify, defend (with independent counsel approved by the District) and hold harmless the Crescent City Harbor 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, to the extent arising out of or resulting from any negligent act or omission of the Consultant, Consultant's agents, officers, employees, subconsultants, or independent consultants hired by Consultant under this Agreement. 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.

### **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.

### **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 in the County of Del Norte, State of California or if in federal court, the U.S. District Court for the Northern District of California. In the event of any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorney's fees, as determined by the court. In the case of third-party litigation, all parties shall bear their one attorney costs. Neither party will agree to binding arbitration to resolve legal action.

### **Termination or Abandonment**

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. Consultant may terminate this Agreement at any time upon thirty (30) days written notice of termination to District.

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.

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.

### **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: Mike Rademaker  
Title: CEO/Harbormaster

CONSULTANT:  
Name: Melissa Hewitt  
Title: Senior Vice President  
Company: Kimley-Horn

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

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**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.

**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.

**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: \_\_\_\_\_  
Michael Rademaker,  
CEO/Harbormaster

By: \_\_\_\_\_  
Melissa Hewitt, Senior Vice President

## **EXHIBIT 'A'**

### **SCOPE OF SERVICES**

#### **Task 1: Pre-Construction Planning and Design Coordination**

Upon contract execution, Kimley-Horn will perform pre-construction project management services concurrent with the completion of final design and permit issuance. The primary objective of this phase is to review preconditions and identify critical success factors for construction Notice to Proceed are in place — include a review of design document completion, permit status, and potential risks are identified along with mitigation recommendations.

##### **Data Collection & Review**

Upon project kick-off, Kimley-Horn will collect and review existing project data to provide an understanding of the proposed facility improvements. Kimley-Horn will perform data collection to review available information from CCHD archives as well as identify additional information that may be needed.

- Perform project kick-off meeting and a site visit to observe existing site constraints, obtain feedback on project goals, and confirm available data for the data collection phase. Efforts will focus on collecting data needed to evaluate final design documents for completeness. Field notes will be prepared to summarize the existing site constraints and potential conflicts with elements proposed to be reused, and submitted to CCHD for consideration.
  - Assume one (1) in-person site visit approximately eight (8) hours in duration with up to two (2) staff attending to observe site constraints.
- Our team will gather and review available data from CCHD archives for the existing facilities. This relevant data may include plans and specifications of previously built nearby features, site surveys (topographic and bathymetric to help understand water depths), benthic surveys (identification of sensitive habitats), design documents, environmental documents, and permit documents and, if available, past geotechnical soils data and previous permit requirements.
- In addition, Kimley-Horn will provide requests for and/or summarize additional data that may be needed to support the future final design and construction phases of the project. The purpose of this effort is to identify data gaps and additional information that may be useful for identifying completeness of final design. A summary of missing data or information needed will be summarized in a matrix to identify potential gaps.

##### **Harbor District Coordination**

Kimley-Horn's Project Manager will serve as an accessible point of contact for CCHD's Harbor Master/CEO throughout the pre-construction phase. It is understood that CCHD simultaneously manages multiple concurrent procurements — Project Manager, General Contractor, Accounting Firm, and Grants Manager — and we will coordinate our activities to support Harbor staff by communicating with these teams. Pre-construction coordination activities will include:

- Establish and maintain a project communication protocol, including a master contact directory, decision log, and document management filing structure compatible with CCHD's internal systems.

- Attend up to twelve (12) bi-weekly pre-construction coordination teleconferences with CCHD Harbor Management to discuss design status, permit progress, procurement schedule, and pre-construction planning milestones. Assumed 1.5 hours per meeting.
- Prepare and maintain a master pre-construction schedule integrating design completion, permit milestones, General Contractor procurement, and targeted construction Notice to Proceed dates, for review and approval by CCHD.
- Assist CCHD in coordinating the relocation of cold storage containers and seafood packing operations out of the construction zone in advance of construction mobilization. This will include preparing a relocation and logistics plan in coordination with Harbor staff. Assumed to be an 8-1/2" x 11" report and a total of 5 pages.

#### Design Coordination

Our team will engage directly with the Engineer of Record (EOR) and CCHD to review design documents for constructability, conformance with grant, and permit requirements. Design review services will include:

- Review Plans, Specifications, and Estimates (PS&E) documents at 60%, 90%, and 100% PS&E design milestones (3 rounds of review) in coordination with the EOR, CCHD, and stakeholders. Review for completeness, constructability, and conformance with MARAD grant scope, including domestic content requirements under Build America, Buy America (BABA). Kimley-Horn will flag specification sections that may create Buy America compliance risk prior to bid advertisement. The review will specifically focus on in-water construction sequencing, tidal work window utilization, material staging on the limited upland area, and the seawall demolition-to-new-construction transition period.

Documents are anticipated to include:

- Drawings
- Specifications
- Estimates of Probable Construction Costs
- Basis of Design
- Response to Comments from review and workshop iterations
- Obtain comments from stakeholders and compile them into a consolidated comment matrix. Stakeholders are expected to include:
  - CCHD staff
  - Commercial fishing industry representatives
  - Elk Valley Rancheria (Section 106 Consultation)
  - Local building permit and utility agencies
- Review consistency of design with existing policy documents:
  - MARAD PIDP Grant Agreement Requirements
  - CA Coastal Conservancy Grant Agreement Requirements
  - Crescent City Harbor Hazard Mitigation Plan (2026 Update)

In addition to the review of the final design documents, Kimley-Horn will attend meetings to review comments and gain stakeholder input, and will include:

- Attend three (3) in-person PS&E Design Review and Constructability Meetings with the EOR, CCHD, and key project stakeholders (60%, 90%, and 100% Design Milestones). Assumed eight (8) hours in duration with up to two (2) staff attending.
- Attend three (3) teleconference PS&E Risk Assessment Workshops to review design-level risks, constructability constraints, and sequencing assumptions for the in-water seawall and Pier 1 dock construction (60%, 90%, and 100% Design Milestones). Assumed two (2) hours with up to two (2) staff attending.
- Attend three (3) teleconference PS&E Permit and Resilience Review Workshops to confirm that the design incorporates 50-year tsunami event and natural hazard design requirements as specified in the MARAD grant scope (60%, 90%, and 100% Design Milestones). Review final regulatory permit requirements and confirm the design compliance with the permit requirements. Assumed two (2) hours with up to two (2) staff attending.
- Following each meeting, Kimley-Horn will prepare a comment response matrix documenting review comments, required EOR acknowledgment, and disposition status.

#### Permitting & Regulatory Review and Coordination

The Citizens' Dock Seawall and Pier 1 project involves in-water construction requiring coordination with multiple federal and state regulatory agencies. Our team will provide the following permitting coordination support:

- Confirm permit status and outstanding conditions for issued permits including USACE Section 10/404 Nationwide or Individual Permit, California Coastal Commission Coastal Development Permit, California Department of Fish & Wildlife Lake, and Streambed Alteration Agreement (if applicable), and RWQCB Section 401 Water Quality Certification.
- Review issued permit conditions and develop a Permit Compliance Matrix for use during construction, identifying responsible party, verification method, and documentation required for each condition.
- Conduct up to three (3) consultation teleconferences with agency staff (USACE, California Coastal Commission, CDFW) to confirm compliance with permit conditions, in-water work window restrictions, and required construction-phase mitigation measures. Assumed one (1) hour in duration with up to two (2) staff attending.
- Respond to agency Requests for Information (RFIs) regarding project impacts, permit compliance, or construction sequencing. Assumes up to four (4) hours of agency correspondence support.
- Coordinate required pre-construction biological surveys or clearance documentation with CCHD's designated environmental monitor, as required by permit conditions.
- Confirm in-water work windows applicable to the Crescent City Harbor site, including salmonid migration restrictions and seasonal exclusions applicable to Pier 1 or seawall in-water work areas, and incorporate these windows into the master construction schedule.

## Risk Management Review

Identified risks will be documented in a structured format that supports CCHD decision-making, outlining mitigation strategies, operational requirements, and submitted to CCHD for consideration. When risks cannot be fully mitigated through project design or operational controls, findings will be elevated during coordination meetings with CCHD Harbor Management and collaborative mitigation strategies will be developed in alignment with CCHD's project objectives. Risk management activities during pre-construction will include:

- Develop and issue a Project Risk Register within thirty (30) days of receipt of final regulatory permit and preliminary design documents (60% design). The register will be organized by risk category (technical, schedule, regulatory, financial, operational, and force majeure) and will be ranked in order of most critical, identify potential mitigation measures, and assigned owners.
- Identify and document the period of reduced coastal protection during the transition from existing Citizens Dock demolition to completion of the new Pier 1 and prepare a weather and storm contingency protocol for that phase.
- Review MARAD grant compliance requirements including Davis-Bacon Act prevailing wage applicability, Buy America/Build America domestic content requirements, and Disadvantaged Business Enterprise (DBE) participation reporting obligations, and confirm that the General Contractor RFP adequately incorporates federal requirements.
- Update the Risk Register at each project phase and present risk status to CCHD Harbor Management monthly during construction.

## Public Outreach and Community Engagement

CCHD will identify and provide a list of contacts for key local community groups and chair community and stakeholder meetings. Kimley-Horn will assist to facilitate meetings and provide technical support and presentation materials as directed by CCHD Harbor Management.

Anticipated support includes:

- Prepare meeting agendas and technical background materials, project status summaries, and PowerPoint presentation content for up to two (2) Harbor Commission or public meetings during the pre-construction phase. Assume items will be posted to CCHD website and a separate project website will not be needed.
- Attend up to two (2) community or stakeholder meetings as requested by CCHD. Assumed four (4) hours in duration with up to two (2) staff attending.
- Develop a Harbor Tenant Construction Impact Plan documenting anticipated access restrictions, hoist outages, cold storage relocation timelines, and notification procedures for commercial fishing operators active at Citizens' Dock. This plan will be reviewed with CCHD Harbor staff and coordinated with EOR, and distributed to affected tenants prior to construction mobilization.

## Task 1 Deliverables

Data Collection & Review

- Summary Matrix of Available Data for Review and Data Gaps

- Site reconnaissance field notes to include ground photos taken during the site visit in MS PowerPoint slide deck format

#### Design Coordination

- PS&E Design Review Comments and Comment Response Matrix (60%, 90%, and 100% Design Milestones)

#### Harbor District Coordination

- Meeting Agendas and Meeting Minutes
- Project Contact Directory and Decision Log
- Master Pre-Construction Schedule
- Relocation and Logistics Plan (Draft and Final)

#### Permitting & Regulatory Review and Coordination

- Permit Compliance Matrix
- Response to agency Requests for Information (RFIs)

#### Risk Management Review

- Project Risk Register

#### Public Outreach and Community Engagement

- Meeting Agendas and Meeting Minutes
- Meeting Presentations in MS PowerPoint slide deck format
- Harbor Tenant Construction Impact Plan (Draft and Final)

## **Task 2: Bid Phase Services**

Kimley-Horn will provide services to support CCHD's procurement of a General Contractor through a federally compliant competitive bid process consistent with 2 CFR Part 200 requirements applicable to MARAD PIDP grant awards.

#### Bidder Pre-Qualification

CCHD indicated a pre-qualification process was desired to identify a short-list of Contractors who would be appropriate partners for the construction of the project. Kimley-Horn will assist CCHD in coordinating the pre-qualification RFQ and evaluation process, including:

- Develop summary of qualifications and requirements for Contractors for CCHD consideration to include in RFP documents. Assist CCHD in drafting RFQ language based on CCHD boilerplate templates and submit it to CCHD for review.
- Attend one (1) bidder pre-qualification meeting and site visit at the Citizens' Dock project site with CCHD and prospective General Contractor bidders. Prepare meeting agenda, sign-in sheet, and pre-qualification meeting minutes for distribution. Assumed four (4) hours in duration with up to two (2) staff attending.
- Review Contractor submitted qualifications for completeness, responsiveness to requirements, and inclusion of required certifications and documentation.

### Bid Meetings and Coordination

Kimley-Horn will assist CCHD in managing the bid advertisement process, including:

- Compile bid documents, permits, and contract documents and develop for inclusion in the bid RFP. Assist CCHD in drafting RFP language based on CCHD boilerplate templates and submit to CCHD for review.
- Attend one (1) pre-bid meeting and site visit at the Citizens' Dock project site with CCHD and prospective General Contractor bidders. Prepare meeting agenda, sign-in sheet, and pre-bid meeting minutes for distribution. Assumed four (4) hours in duration with up to two (2) staff attending.
- Attend one (1) teleconference Bid Phase Risk Workshop with CCHD and the EOR to review anticipated bid risks, Contractor qualifications requirements, and evaluation criteria. Assumed four (4) hours in duration with up to two (2) staff attending.
- Attend up to six (6) bi-weekly bid progress and coordination teleconferences with CCHD Harbor Management and EOR during the bid period to discuss RFI responses, addendum preparation, and bid evaluation readiness. Assumed 1.5 hours per meeting.
- Confirm that the General Contractor bid documents incorporate required federal provisions including Davis-Bacon Act wage determinations, Buy America/Build America compliance certifications, DBE participation requirements, SAM.gov registration requirements, debarment, and suspension certifications, and MARAD PIDP grant flow-down provisions.

### Bid RFI Coordination

Responses to bidder questions will be issued as formal written addenda to the bid documents.

Bid RFI coordination activities include:

- Receive, log, and route bidder Requests for Information (RFI's) to the EOR and CCHD for response. Maintain a complete RFI log with submission date, response date, and addendum reference.
- Coordinate EOR responses and prepare up to four (4) formal addenda for CCHD review, approval, and issuance. Assumes up to four (4) hours of support for answering Contractor RFIs.
- Distribute responses to registered plan holders and that distribution is documented in the procurement file in accordance with 2 CFR Part 200 requirements.

### Bid Evaluation

Contractor selection authority rests solely with CCHD. Kimley-Horn will provide technical support to assist CCHD in making a well-documented award decision:

- Review submitted bids for completeness, responsiveness to bid requirements, and inclusion of required federal compliance certifications and documentation.
- Prepare a Bid Tabulation and Evaluation Summary presenting a side-by-side comparison of responsive bids, including SAM.gov registration and debarment clearance for the apparent low bidder.

- Assist CCHD in preparing a written recommendation memorandum documenting the basis for Contractor selection for inclusion in the procurement file and MARAD reporting.
- Attend up to one (1) in-person CCHD Board of Harbor Commissioners public meeting at which the General Contractor award is presented and approved. Prepare summary presentation materials as requested. Assumed four (4) hours in duration with up to two (2) staff attending.

#### Conformed Contract Document Review

Kimley-Horn will provide technical support prior to issuing a Notice to Proceed including:

- Review conformed contract documents provided by EOR for consistency with issued addenda, bid clarifications, and applicable federal requirements.
- Provide Conformed Document review comments for EOR consideration and comment response matrix (2 rounds of comments).
- Confirm that the General Contractor has provided required pre-NTP submittals including certificates of insurance, bonds, executed federal certifications, and initial submittal schedule.
- Prepare a Pre-NTP Document Reconciliation Checklist confirming that addenda are incorporated, federal compliance exhibits are executed, and the contract is ready for issuance of Notice to Proceed.

### **Task 2 Deliverables**

#### Bidder Pre-Qualification

- Pre-Qualification RFQ language based on CCHD boilerplate templates
- Pre-Qualification Meeting Agenda, Sign-in Sheet, and Meeting Minutes

#### Bid Meetings and Coordination

- Bid RFP language based on CCHD boilerplate templates
- Bid RFP Meeting Agenda, Sign-in Sheet, and Meeting Minutes

#### Bid RFI Coordination

- Bid RFP log of RFI's and Responses

#### Bid Evaluation

- Bid RFP Bid Tabulation and Evaluation Summary
- Bid RFP Written Recommendation Memorandum

#### Conformed Contract Document Review

- Bid RFP Conformed Document Review Comments and Comment Response Matrix (2 rounds of comments)
- Bid RFP Pre-NTP Document Reconciliation Checklist

## EXHIBIT 'B' SCHEDULE OF CHARGES

### CRESCENT CITY HARBOR DISTRICT Project Management Services

Kimley-Horn and Associates, Inc.												
		Name	Jerry Holcomb	Robert Sloop	Jamie Gwaltney	Sr. Professional II	Sr. Professional I	Professional	Analyst II	Support Staff	TOTAL HOURS	TOTAL COST
		Category/Title	Project Manager	Principal-in-Charge	QA/QC							
197.39%	Overhead%	Direct Rate	\$88.35	\$128.73	\$111.72	\$107.50	\$90.36	\$75.14	\$58.02	\$42.94		
196.29%	Overhead% w/o FCCM	Billing Rate	\$288.91	\$420.97	\$365.35	\$351.55	\$295.49	\$245.71	\$189.75	\$140.43		
10%	Fee%											
<b>Task 1</b>	<b>Pre-Construction Planning and Design Coordination</b>		372	68	10		214		95	6	765	\$ 221,859.34
1.1	Data Collection & Review		32	20			12		6	2	72	\$ 22,629.89
1.2	Harbor District Coordination		72	6	2		48		22		150	\$ 42,416.41
1.3	Design Coordination		102	12	4		80		24	2	224	\$ 64,456.45
1.4	Permitting & Regulatory Review and Coordination		34	6	2		16		9		67	\$ 19,515.18
1.5	Risk Management Review		36	8	2		18		14		78	\$ 22,474.70
1.6	Public Outreach and Stakeholder Engagement		96	16			40		20	2	174	\$ 50,366.71
<b>Task 2</b>	<b>Bid Phase Services</b>		186	18	2		92		40	3	341	\$ 97,242.54
2.1	Bidder Pre-Qualification		48	2	1		24		4	1	80	\$ 23,066.34
2.2	Bid Meetings and Coordination		40	4	1		20		8	1	74	\$ 21,174.02
2.3	Bid RFI Coordination		24	2			12		8		46	\$ 12,839.76
2.4	Bid Evaluation		36	6			16		10		68	\$ 19,552.07
2.5	Conformed Contract Document Review		38	4			20		10	1	73	\$ 20,610.35
<b>TOTAL HOURS</b>			558	86	12		306		135	9	1,106	
<b>Subtotal Labor:</b>			\$161,212.60	\$36,203.55	\$4,384.15		\$90,421.28		\$25,616.45	\$1,263.84		\$ 319,101.88
<b>Other Direct Costs</b>												\$ 30,898.12
	Escalation											\$ -
	SMARTS Site Fee											\$ 500.00
	Travel (Airfare, Hotel, Rental Car)											\$ 25,625.00
	Meals & Incidentals											\$ 4,773.12
<b>TOTAL BASE COST:</b>												\$ 350,000.00

The cost shown herein represents an estimate based on the anticipated scope of work, level of effort, and assumed labor categories and rates. The labor categories shown are for estimating purposes only. The categories and rates presented are not intended to represent all personnel or billing rates, and actual staff and billing rates may vary from those shown above. Additional rates that may be utilized appear on the Cost Proposal 1 form. All work will be performed in accordance with the contract terms and will not exceed the agreed-upon not-to-exceed amount.