

CRESCENT CITY HARBOR DISTRICT PROFESSIONAL SERVICES AGREEMENT

This Agreement (“**Agreement**”) for professional services is made on _____, 2026, between the Crescent City Harbor District, a California special ~~District~~district (“**District**”), and Kimley-Horn and Associates, Inc., a _____~~North Carolina~~ corporation (“**Consultant**”).

1. Scope of Services. Consultant shall provide to District the professional services described in the Scope of Services, attached hereto as **Attachment A**, and incorporated herein (the “**Services**”). Only the District’s governing body may authorize any change or addition to the Scope of Services specified in **Attachment A**. Any such authorization shall be in writing and signed by the parties to be effective.

2. Term. This Agreement shall become effective on _____, 2026 (the “**Effective Date**”), and shall continue in effect until the Services are completed, unless terminated sooner in accordance with Section 12 of this Agreement. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance.

3. Compensation. For the full and satisfactory completion of the Services described in **Attachment A**, District shall pay Consultant on a Time and Materials as needed basis, subject to a ~~the Not-to-Exceed Amounts~~**Amount** set forth below, in accordance with the methods and specific amounts described in this section.

3.1 District shall pay Consultant for Consultant Labor and Other Project Costs in accordance with the fee schedule in **Attachment A**.

3.2 Consultant shall not be compensated for services outside the Scope of Services unless District approves the additional services in writing and the parties execute an amendment to this Agreement before the additional services are performed. The list of potential additional services in **Attachment A** does not itself authorize any additional work or compensation.

3.3 ~~Not to Exceed~~**Not-to-Exceed Amount.** Consultant shall complete the Services for an aggregate Not-to-Exceed Amount of Six Hundred Fifteen Thousand One Hundred Twenty Dollars (\$615,120). In no event shall District be obligated to pay more than the Not-to-Exceed Amount without a written amendment executed by the parties. The Not-to-Exceed Amount is based on the scope, assumptions and exclusions, fee and task budget, and schedule in **Attachment A**, and includes all labor, travel, meals and incidentals, subconsultant costs, and other project expenses necessary to perform the Services. If Consultant exceeds the Not-to-Exceed Amount without a written amendment, Consultant does so at its own financial risk. If Consultant believes a modification to the Scope of Services is warranted because an assumption changes, excluded work becomes necessary, or additional information is required, Consultant may submit a written request describing the proposed change and any resulting adjustment to compensation or schedule. District may approve, reject, or request modification of the proposed change in its discretion. No

increase in the Not-to-Exceed Amount is effective unless set forth in a written amendment executed by the parties.

4. Prevailing Wage Laws. Services by persons deemed to be employees of Consultant possibly may be subject to prevailing wages under California Labor Code Sections 1770-1781. Consultant has the sole responsibility to comply with those requirements, should they apply. If a dispute based upon the prevailing wage laws occurs, Consultant, at its expense, shall indemnify, defend (including Consultant's providing and paying for legal counsel for District), and hold harmless District, its officers, agents, employees, and representatives from and against all liability, claims, suits, demands, damages, fines, penalties, wages, costs, or expenses pertaining to the prevailing wage laws.

5. Payment. District shall pay Consultant for Services satisfactorily provided during each calendar month within thirty (30) days following District receipt of a complete and properly submitted detailed invoice, except as to amounts disputed by District in good faith. Consultant shall submit invoices monthly and in accordance with any applicable grant billing or reimbursement deadlines communicated by District. Consultant acknowledges that timely invoicing and supporting documentation are important to District's ability to obtain reimbursement under applicable funding agreements and shall reasonably cooperate with District in providing additional documentation necessary to support reimbursement. If an invoice is submitted late or without required supporting documentation, District may require Consultant to provide such additional information as is reasonably necessary to process the invoice and seek reimbursement; provided, however, that untimely submission alone shall not relieve District of its obligation to pay for authorized Services satisfactorily performed. Payment shall not constitute acceptance of defective Services or waive any right or remedy of District. The invoice must include, at a minimum:

- 5.1 A description of the specific Services provided,
- 5.2 the name of the individual providing the Services,
- 5.3 the date(s) upon which the Services were provided,
- 5.4 the time spent providing the Services,
- 5.5 the amount due for the Services and the basis for calculating the amount due, and
- 5.6 an itemized summary of Allowable Reimbursable Expenses.

6. Independent Contractor.

6.1 Consultant understands and acknowledges that Consultant is an independent contractor, not an employee, partner, agent, or principal of District. This Agreement does not create a partnership, joint venture, association, or employer-employee relationship between the ~~Parties~~ parties. At its own expense, Consultant is responsible for providing compensation; employment benefits; disability, unemployment, and other insurance; workers' compensation; training; permits and licenses; and office space for Consultant and for Consultant's employees and Subconsultants. Consultant has, and shall retain, the right to exercise full control over the employment, direction, compensation, and discharge of all persons whom Consultant uses in performing the Services under this Agreement.

Consultant shall provide the Services in Consultant's own manner and method, except as this Agreement specifies. Consultant shall treat a provision in ~~Consultant~~**this** Agreement that may appear either to give District the right to direct Consultant as to the details of doing the work, or to exercise a measure of control over the work, as giving Consultant direction only as to the work's end result.

6.2 **To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.8),** Consultant shall indemnify, defend (including Consultant's providing and paying for legal counsel for District), and hold harmless District for any obligation; claim; suit; demand for tax or retirement contribution, including any contribution or payment to the Public Employees Retirement System (PERS); social security; salary or wages; overtime, penalty, or interest payment; or workers' compensation payment that District may be required to make on behalf of Consultant, an employee of Consultant, or any employee of Consultant construed to be an employee of District, **that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant** for the work done under this Agreement.

7. Consultant's Warranties.

7.1 Consultant warrants that all Services provided under this Agreement shall be performed in accordance with generally accepted professional practices and standards for Consultant's profession in the state.

7.2 Consultant warrants that all Services provided under this Agreement shall be performed in accordance with applicable federal, state, and local laws and regulations.

7.3 Consultant warrants that Consultant has no present interest which would conflict in any manner with the performance of Services on the District's behalf.

7.4 Consultant represents and warrants that it is now, and will remain for the duration of its Services, properly licensed, qualified, experienced, and equipped to perform the Services.

7.5 Consultant possesses the competence, experience, expertise, skill, facilities, equipment, personnel, financial wherewithal, and other resources necessary to perform this Agreement ~~and the Services in a professional and competent manner.~~ **in accordance with the Scope of Services and the standard of care in Section 7.1.**

7.6 Consultant represents and warrants that the Services and the sale or use of the Services shall not infringe, directly or indirectly, on any valid patent, copyright or trademark, and Consultant shall, at Consultant's sole cost and expense, indemnify, defend and hold harmless the District from and against any and all claims and causes of action based on alleged or actual infringements thereof.

7.7 Consultant represents and warrants as of the Effective Date, and continuously throughout the term of this Agreement, that neither Consultant nor any of its principals is

debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in federal awards or covered transactions, including as reflected in the System for Award Management (“**SAM.gov**”). Consultant shall promptly notify District in writing if, at any time during the term of this Agreement, Consultant or any of its principals becomes debarred, suspended, excluded, or otherwise ineligible to participate in a federally funded transaction. Any such debarment, suspension, exclusion, or ineligibility shall constitute grounds for District to terminate this Agreement for cause. Consultant further shall not enter into any covered lower-tier transaction with a person or entity that is suspended, debarred, or otherwise excluded from participation in federal awards, and shall include applicable suspension and debarment requirements in covered lower-tier transactions.

7.8 These warranties shall survive the expiration or termination of this Agreement, and are in addition to any warranties provided by law. No payment to Consultant for any Services performed hereunder (including, without limitation, final payment) shall constitute a waiver of any ~~Claims~~**claims** by the District against Consultant relating to the Services. **Sections 7.1 through 7.7 shall survive only to the extent and for the period provided by applicable law.**

7.9 Consultant shall comply with the District’s Conflict of Interest Code and the California Political Reform Act and applicable regulations promulgated by the Fair Political Practices Commission.

8. Notice. Any notice, billing, or payment required by this Agreement must be made in writing, and sent to the other party by personal delivery, U.S. Mail, a reliable overnight delivery service, facsimile, or by e-mail as a .pdf (or comparable) file. Notice is deemed effective upon delivery unless otherwise specified. Notice for each party shall be given as follows:

District: Crescent City Harbor District
101 Citizens Dock Road
Crescent City, CA 95531
Attn: CEO/Harbormaster

Consultant: **Kimley-Horn and Associates, Inc.**
180 East Ocean Boulevard, Suite 1200
Long Beach, CA 90802
Attn: Jerry Holcomb

9. Indemnity.

9.1 For purposes of the following indemnification provisions, the phrases “design professional” and “design professional services” shall have the same meaning as set forth in California Civil Code section 2782.8. If any term, provision or application of this Section 9 is found to be invalid, in violation of public policy or unenforceable to any extent, such finding shall not invalidate any other term or provision of this Section 9 and such other terms and provisions shall continue in full force and effect. If there is any conflict between

the terms, provisions or application of this Section 9 and the provisions of California Civil Code Sections 2782 or 2782.8, ~~the broadest indemnity protection for the District under this Section 9 that is permitted by law shall be provided by Consultant.~~ **this Section 9 shall be interpreted and enforced only to the maximum extent permitted by those statutes.**

9.2 Indemnification for Design Professional Services Claims. Consultant shall indemnify, defend and hold harmless the District, its governing board, directors, officers, employees, and agents against any claims that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its employees, subcontractors, and agents in the performance of design professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or willful misconduct of District, or defect in a design furnished by District, but in no event shall the amount of such Consultant's liability exceed such Consultant's proportionate percentage of fault as determined by a court, arbitrator or mediator, or as set out in a settlement agreement. In the event one (1) or more defendants to any action involving such claim or claims against District is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, Consultant shall meet and confer with the other parties to such action regarding unpaid defense costs. Notwithstanding the foregoing, for any direct claims initiated by the District exclusively against Consultant unrelated to, and without limitation on, Consultant's indemnity or defense obligations for third-party claims, Consultant will not be obligated to provide the District a defense for the direct claim but, in the event the District prevails in such direct claim, Consultant shall be subject to Section ~~17.13~~ **17.14**, below, concerning the ~~the~~ reimbursement of its reasonable attorneys' fees and court costs.

9.3 Indemnification for All Other Claims or Loss. For any claim, loss, injury, damage, expense or liability other than claims arising out of Consultant's performance of design professional services under this Agreement (e.g., those types of claims usually covered by general liability insurance or automotive liability insurance), Consultant shall indemnify, defend and hold harmless District, its governing board, directors, officers, employees, and agents against any claim for loss, injury, damage, expense or liability resulting from or alleging injury to or death of any person or loss of use of or damage to property, arising from or related to the performance of services under this Agreement by Consultant, its employees, subcontractors, or agents, excepting only liability arising from the sole negligence, active negligence or willful misconduct of District, or defect in a design furnished by District.

9.4 Indemnification Not Limited by Availability of Insurance; Survival. The obligations set forth in this Section 9 (including, without limitation, the indemnification and defense obligations) are not limited by any limitation on the amount, coverage or type of damages available under any applicable insurance policy held by Consultant and shall survive the expiration or early termination of this Agreement with respect to any liability subject to the indemnity obligations created by this Agreement.

10. Insurance. Consultant shall comply with the Insurance Requirements for Professional Services, as described in **Attachment B** hereto and incorporated herein, during the Term of this Agreement.

11. Dispute Resolution. In the event that any dispute arises between the parties in relation to this Agreement, the parties agree to meet face to face as soon as possible to engage in a good faith effort to resolve the matter informally. In the event that any dispute arises between the parties in relation to this Agreement, and the dispute is not resolved by informal discussions, the parties agree to submit the dispute to mediation.

11.1 Either party may give written notice to the other party of a request to submit a dispute to mediation, and a mediation session must take place within sixty (60) days after the date that such notice is given, or sooner if reasonably practicable. The parties shall jointly appoint a mutually acceptable mediator. The parties further agree to share equally the costs of the mediation, except costs incurred by each party for representation by legal counsel.

11.2 Good faith participation in mediation pursuant to this Section is a condition precedent to either party commencing litigation in relation to the dispute.

12. Early Termination.

12.1 **Termination for Convenience.** District may terminate this Agreement for convenience by giving ten (10) calendar days' written notice to Consultant. In the event District elects to terminate the Agreement without cause, it shall pay Consultant for services satisfactorily provided up to the effective date of termination.

12.2 **Termination for Cause.** If either party breaches this Agreement by failing to timely or satisfactorily perform any of its obligations or otherwise violates the terms of this Agreement, the other party may terminate this Agreement by giving written notice ten (10) calendar days prior to the effective date of termination, specifying the reason and the effective date of the termination. Consultant shall be entitled to payment for all services satisfactorily provided up to the effective date of termination, except that District may withhold amounts disputed in good faith or otherwise permitted to be withheld under applicable law, including California Civil Code section 3320.

12.3 **Duties Upon Termination.** Upon receipt of a notice of termination under this Section, whether for cause or convenience, Consultant shall immediately proceed with the following obligations, notwithstanding any delay in determining or adjusting amounts due to Consultant:

- (a) stop the Services to the extent and on the date specified in the notice of termination;
- (b) place no further subcontracts, purchase orders, or other commitments relating to the terminated Services, except as reasonably necessary to complete any portion of the Services that District directs Consultant to continue;

- (c) terminate or assign, as directed by District and to the extent practicable, subcontracts and other commitments relating to the terminated Services;
- (d) reasonably cooperate in settling outstanding liabilities and termination costs arising from the termination of such subcontracts and commitments; and
- (e) promptly deliver to District all completed and partially completed plans, drawings, specifications, calculations, reports, data, electronic files, work in progress, and other work product prepared or acquired for the Services that would have been required to be furnished to District upon completion of the Agreement.

Consultant shall take such additional reasonable actions as may be necessary to protect and preserve work in progress and to facilitate an orderly transition of the Services. Consultant's obligations under this Section are not conditioned upon prior payment of any disputed or undisputed amount. **If District terminates this Agreement for convenience under Section 12.1, District shall pay Consultant for reasonable labor and expenses required to perform transition, closeout, file conversion, or other services requested in writing by District after the effective date of termination, in accordance with the fee schedule in Attachment A and subject to the Not-to-Exceed Amount; provided, however, that no additional compensation shall be due for delivering work product under Section 12.3(e) or for preparing the final accounting described in the following paragraph.**

If requested by District, Consultant shall provide, within one hundred twenty (120) days after the effective date of termination, or such longer period approved by District in writing, a final accounting identifying work completed, work in progress, outstanding subcontracts and commitments, and other information reasonably necessary to close out the terminated Services.

13. Work Product. ~~District shall be the sole owner of all rights to any work product in any form which has been prepared by Consultant on District's behalf pursuant to this Agreement, unless otherwise specified in writing by the parties. Consultant's obligation to deliver work product upon termination is governed by Section 12.3 and shall not be conditioned upon final resolution of amounts due under this Agreement.~~

Upon payment of all amounts due for the applicable Services, District shall own the project-specific deliverables prepared by Consultant under this Agreement. Consultant retains ownership of its preexisting materials, standard details, methodologies, calculations, software, templates, know-how, and other intellectual property of general application, while granting District a nonexclusive license to use such materials solely as incorporated into the project deliverables for the Project. Until ownership of a deliverable passes to District, Consultant grants District a nonexclusive, royalty-free, irrevocable license to use, reproduce, and modify that deliverable, including any deliverable furnished under Section 12.3, for the Project, including completion of the Project by others, subject to the following paragraph and without affecting Consultant's right to payment of amounts due under this Agreement.

Any reuse, modification, or use of the deliverables for a purpose other than that for which they were prepared shall be at District's sole risk and without liability to Consultant or its

subconsultants. Electronic files are provided for convenience, and signed and sealed documents shall govern in the event of a conflict.

Nothing in this Section 13 limits the rights of any federal awarding agency under 2 C.F.R. § 200.315(b) or the applicable Funding Agreement. For work product developed, or for which ownership is acquired, under a Funding Agreement that is a federal award, the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes, and to authorize others to do so. Consultant grants to District, and shall obtain from its subconsultants, such rights in that work product (including Consultant's preexisting materials, solely to the extent incorporated into the deliverables) as are necessary for District to extend those rights to the federal awarding agency and any pass-through entity. These rights apply whether or not ownership of the work product has passed to District under this Section 13, and they survive the expiration or termination of this Agreement.

14. Audit. During this Agreement's Term and for a period of four (4) years after the expiration, cancellation, or termination of this Agreement, or any extension of it, Consultant shall:

14.1 Keep and maintain, in their original form, all records, books, papers, or documents related to Consultant's performance of this Agreement; and

14.2 Permit District or its authorized representatives, at all reasonable times, to have access to, examine, audit, excerpt, copy, photocopy, photograph, or transcribe all records, books, papers, or documents related to Consultant's performance of this Agreement including, but not limited to: direct and indirect charges, and detailed documentation, for work Consultant has performed or will perform under this Agreement.

15. 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. Confidential information shall not include information or materials that: (1) were, on the effective date of this Agreement, generally known to the public; (2) become generally known to the public after the effective date of this Agreement other than as a result of the act or omission of Consultant; (3) were rightfully known to Consultant prior to receipt from the District; (4) are or were disclosed by District to a third party generally without restriction on disclosure; (5) were lawfully received by Consultant from a third party without that third party's breach of agreement or obligation of trust; (6) are independently developed by the Consultant; or (7) are requested by any court or government agency pursuant to written court order, subpoena, regulation, or process of law, in which case Consultant shall give District prior reasonable notice of such request to the extent permitted by law to permit District to oppose such request. Nothing in this Agreement requires District to withhold any record from disclosure where disclosure is required by the California Public Records Act or other applicable law.

16. Safe Harbor. It is anticipated that this Agreement will be funded pursuant to the following grants or other funding sources: Coastal Conservancy Grant No. 22-154; HMGP DR-4482-641-65R; MARAD FY 2022 PIDP Grant No. 693JF72344010; and MARAD FY 2024 PIDP Grant No. 693JF72540013 (collectively, the "**Funding Agreements**"). Consultant shall comply with those

terms and conditions of the Funding Agreements, and those provisions of applicable federal or state law, that are applicable to Consultant's performance or that District is required to include or flow down to Consultant. Any such mandatory provision omitted from this Agreement shall be deemed incorporated to the minimum extent required by law or the applicable Funding Agreement. Consultant is not responsible for obligations imposed solely on District as recipient or subrecipient unless this Agreement, **Attachment C**, or a written amendment expressly assigns the obligation to Consultant.

17. General Provisions.

17.1 Assignment and Successors. Neither party may transfer or assign its rights or obligations under this Agreement, in part or in whole, without the other party's prior written consent. This Agreement is binding on the heirs, successors, and permitted assigns of the parties hereto.

17.2 Third Party Beneficiaries. There are no intended third party beneficiaries to this Agreement.

17.3 Nondiscrimination. The District, Consultant, and contractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§ 11135-11139.5), and the regulations or standards adopted by the Conservancy to implement such article. The Consultant shall permit access by representatives of the ~~Department of Fair Employment and Housing~~ **Civil Rights Department** and the Conservancy upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or the Conservancy shall require to ascertain compliance with this clause. The Consultant, and ~~their~~ **its** contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, § 11105.) All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by this reference.

17.4 ADA. By signing this ~~agreement~~ **Agreement**, Consultant certifies that it is in compliance with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C.; § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

17.5 Choice of Law and Venue. This Agreement shall be governed by California law, and venue shall be in the Superior Court for the county in which District is located, and no other place.

17.6 Severability. If any provision of this Agreement is determined to be illegal, invalid, or unenforceable, in part or in whole, the remaining provisions, or portions of the Agreement shall remain in full force and effect.

17.7 **Amendment.** No amendment or modification of this Agreement shall be binding unless it is in a writing duly authorized and signed by the parties to this Agreement.

17.8 **Provisions Deemed Inserted.** Every provision of law required to be inserted in this Agreement shall be deemed to be inserted, and this Agreement shall be construed and enforced as though included. If it is discovered that through mistake or otherwise ~~that~~ any required provision is not inserted, or not correctly inserted, this Agreement shall be amended to make the insertion or correction.

17.9 **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties regarding the subject matter of this Agreement and supersedes all prior written or oral understandings or agreements of the parties.

17.10 **Attachments.** All ~~exhibits~~ **attachments** appended to this Agreement are deemed incorporated into this Agreement by this reference. If any provision in any attachment to this Agreement conflicts with or is inconsistent with the provisions set forth in the body of this Agreement, the provisions set forth in the body of this Agreement shall control over the conflicting or inconsistent provisions in the attachment; except that a mandatory funding requirement contained or incorporated in Attachment C controls to the extent required by applicable law or the applicable Funding Agreement.

17.11 **Waiver.** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

17.12 **Force Majeure.** If either party is delayed or hindered in or prevented from the performance of any act required hereunder because of strikes, lockouts, inability to procure labor or materials, failure of power, riots, insurrection, war, fire or other casualty, or other reason beyond the reasonable control of the party delayed, excluding financial inability ("**Force Majeure Event**"), performance of that act shall be excused for the period during which the Force Majeure Event prevents such performance, and the period for that performance shall be extended for an equivalent period. Delays or failures to perform resulting from lack of funds shall not be Force Majeure Events.

17.13 **Headings.** The headings in this Agreement are included for convenience only and shall neither affect the construction or interpretation of any provision in this Agreement nor affect any of the rights or obligations of the parties to this Agreement.

17.14 **Attorneys' Fees and Venue for Disputes.** If litigation becomes necessary to enforce the terms and provisions of this Agreement or as a result of any breach by Consultant or the District of this Agreement, the prevailing party in any such litigation shall

be entitled to recover reasonable attorney's ~~attorneys'~~ fees and costs. ~~The Del Norte County Superior Court for the State of California shall have exclusive jurisdiction over any dispute arising out of this Agreement or Consultant's provision of Services hereunder, and shall serve as the venue for any such dispute. All parties expressly consent to this designation of jurisdiction and venue.~~

17.15 Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

17.16 Authorization. Each individual executing this Agreement, or its counterpart, on behalf of the respective party, warrants that he/she is authorized to do so and that this Agreement constitutes the legally binding obligation of the entity which he/she represents.

SIGNATURE PAGE FOLLOWS THIS PAGE

The parties agree to this Agreement as witnessed by the signatures below:

DISTRICT:

CONSULTANT:

s/ _____

s/ _____

Michael Rademaker, CEO
Name/Title

Name/Title [print]

Date: _____

Date: _____

Attachments:

Attachment A:	Scope of Services
Attachment B:	Insurance Requirements for Professional Services
Attachment C:	Federal And and Grant Funding Provisions
Attachment C-1:	Certification Regarding Lobbying
Attachment C-2:	MARAD/USDOT Title VI Contract Clauses (Appendix A)
Attachment C-3:	MARAD/USDOT Nondiscrimination Authorities (Appendix E)

Attachment A
Scope of Services

[FOLLOWS THIS PAGE]

Attachment B

Insurance Requirements for Professional Services

Minimum Insurance Requirements: Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, or its agents, representatives, employees or subcontractors.

Coverage - Coverage shall be at least as broad as the following:

1. **Commercial General Liability (CGL)** - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater~~for~~. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to Crescent City Harbor District) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability** - Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any auto) or if Consultant has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
3. **Workers' Compensation Insurance** - as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Waiver of Subrogation** - The insurer(s) named above agree to waive all rights of subrogation against Crescent City Harbor District, its directors, officers, employees, and authorized volunteers for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Agency ~~Crescent City Harbor District~~; but this provision applies regardless of whether or not Crescent City Harbor District has received a waiver of subrogation from the insurer.
5. **Professional Liability** - (also known as Errors & ~~Omission~~ **Omissions**) Insurance appropriate to the ~~Consultant~~ **Consultant's** profession, with limits no less than \$2,000,000 per occurrence or claim, and \$4,000,000 policy aggregate.

If Claims Made Policies:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**

3. If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of **five (5)** years after completion of contract work.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, Crescent City Harbor District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Crescent City Harbor District.

Other Required Provisions - The Commercial General Liability policy must contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status:** Crescent City Harbor District, its directors, officers, employees, and authorized volunteers are to be given insured status ~~insurance~~ (at least as broad as ISO Form CG 20 10 10 01) with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant’s insurance.
2. **Primary Coverage:** For any claims related to this project, the Consultant’s insurance coverage shall be primary (at least as broad as ISO CG 20 01 04 13) with respect to Crescent City Harbor District, its directors, officers, employees, and authorized volunteers. Any insurance or self-insurance maintained by Crescent City Harbor District, its directors, officers, employees, and authorized volunteers shall be excess of the Consultant’s insurance and shall not contribute with it.

Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to Crescent City Harbor District.

Self-Insured Retentions - Self-insured retentions must be declared to and approved by Crescent City Harbor District. Crescent City Harbor District may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Crescent City Harbor District.

Acceptability of Insurers - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A: VII or as otherwise approved by Crescent City Harbor District.

Verification of Coverage - Consultant shall furnish Crescent City Harbor District with certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by Crescent City Harbor District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant’s obligation to provide them. Crescent City Harbor District reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration and Endorsements pages listing all policy endorsements.

Subcontractors - Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein (with the exceptions stated below), and Consultant shall ensure that Crescent City Harbor District is an additional insured on insurance required from subcontractors. Subcontractors will not be obligated to carry Commercial Umbrella coverage. Subcontractors must carry Professional Liability Insurance (also known as Errors & ~~Omission~~**Omissions**) appropriate to ~~the~~ their profession, with limits no less than \$2,000,000 per occurrence or claim, and \$4,000,000 policy aggregate. Subcontractors' insurance obligations shall be in addition to Consultant's insurance obligations and shall not limit or otherwise operate to reduce Consultant's insurance requirements herein.

Attachment C

Federal ~~And~~ and Grant Funding Provisions

This Attachment C is incorporated into the Professional Services Agreement between Crescent City Harbor District (“District”) and Kimley-Horn and Associates, Inc. (“Consultant”).

1. Funding Agreements; Applicability.

The Services may be funded in whole or in part under one or more of the following grants or funding agreements (collectively, the “Funding Agreements”): (a) California State Coastal Conservancy Grant No. 22-154; (b) Hazard Mitigation Grant Program (HMGP) DR-4482-641-65R / Cal OES Subaward DR4482-AP00641; (c) U.S. Department of Transportation, Maritime Administration (MARAD), FY 2022 Port Infrastructure Development Program (PIDP) Grant No. 693JF72344010; and (d) MARAD FY 2024 PIDP Grant No. 693JF72540013.

For MARAD-funded Services, the FY 2022 PIDP Grant incorporates the MARAD General Terms and Conditions and Exhibits dated November 24, 2025, and the FY 2024 PIDP Grant incorporates the MARAD General Terms and Conditions and Exhibits dated November 21, 2025.

The provisions of this Attachment apply only to the extent a provision is applicable to Consultant, the Services, a cost charged to a Funding Agreement, or a lower-tier transaction entered into by Consultant and is required by applicable law, regulation, or the applicable Funding Agreement. Consultant is a contractor to District and is not a recipient or subrecipient of the Funding Agreements. Obligations imposed solely on District as a recipient or subrecipient are not transferred to Consultant unless this Agreement expressly so provides.

If an applicable Funding Agreement requires a mandatory contract provision or flow-down that is not reproduced verbatim in this Attachment, that mandatory provision is incorporated to the minimum extent required. If a mandatory funding requirement conflicts with another provision of the Agreement, the mandatory funding requirement controls only to the extent necessary to preserve eligibility for the applicable funding. District shall reasonably identify for Consultant any project-specific grant condition not otherwise stated in this Attachment that District expects Consultant to satisfy. Consultant shall include applicable mandatory flow-down provisions in covered subcontracts and purchase orders.

2. Remedies for Breach; Termination.

The administrative, contractual, and legal remedies available under the Agreement and applicable law apply to any violation or breach by Consultant, including any sanctions and penalties required by an applicable Funding Agreement. The termination-for-cause and termination-for-convenience provisions of Section 12 of the Agreement, including the procedures and obligations following termination, satisfy the applicable termination requirements of Appendix II to 2 C.F.R. Part 200.

3. Federal Funding; No Federal Government Obligation.

Consultant acknowledges that federal financial assistance may be used to fund all or a portion of the Services. Consultant shall comply with federal statutes, regulations, executive orders, agency policies, and Funding Agreement provisions that are applicable to Consultant or the Services. The Federal Government is not a party to the Agreement and is not subject to any contractual obligation or liability to Consultant, any subconsultant, supplier, or other person arising from the Agreement.

4. Access to Records; Audit; Retention.

Consultant shall provide District, the California Governor's Office of Emergency Services (Cal OES), the Federal Emergency Management Agency (FEMA), the U.S. Department of Homeland Security Office of Inspector General, the U.S. Department of Transportation (USDOT), MARAD, the Comptroller General of the United States, and their authorized representatives, to the extent each has jurisdiction over an applicable Funding Agreement, access to books, documents, papers, electronic records, and other records of Consultant that are directly pertinent to the Agreement for purposes of audit, examination, excerpt, transcription, and review. Consultant shall permit such records to be reproduced or copied as reasonably necessary and shall provide access to project work sites when required by applicable law or a Funding Agreement and relevant to Consultant's Services.

For MARAD-funded Services, the foregoing access rights also include access to Consultant's accounts, other sources of information, and facilities, and timely and reasonable access to Consultant personnel for interview and discussion, to the extent required by the applicable MARAD Funding Agreement or 2 C.F.R. § 200.337.

Consultant shall retain records for the period required by Section 14 of the Agreement or for any longer period required by 2 C.F.R. § 200.334 or the applicable Funding Agreement. If any litigation, claim, audit, investigation, or questioned cost involving the records begins before the applicable retention period expires, Consultant shall retain the records until final resolution of the matter and any related disposition requirements.

In compliance with the Disaster Recovery Reform Act of 2018, District and Consultant acknowledge and agree that no provision of the Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator, the Comptroller General of the United States, or their authorized representatives.

5. Suspension and Debarment.

This Section supplements Section 7.7 of the Agreement. To the extent the Agreement is a covered transaction, Consultant shall comply with 2 C.F.R. Part 180 and, as applicable to the source of funds, 2 C.F.R. Part 3000 (DHS/FEMA) and/or 2 C.F.R. Part 1200 (USDOT/MARAD). Consultant shall verify that Consultant, its principals, and any person or entity with which Consultant enters a covered lower-tier transaction is not excluded, disqualified, suspended, or debarred from participation in covered federal transactions. Consultant shall promptly notify

District of any change in status and shall include applicable suspension and debarment requirements in covered lower-tier transactions.

Consultant's representations and certifications under this Section constitute material representations of fact upon which District relies. If Consultant fails to comply with applicable suspension and debarment requirements, the Federal Government may pursue any remedies available under applicable law, including suspension or debarment.

5.1 MARAD First-Tier Responsibility Certification.

For Services funded under a MARAD PIDP Funding Agreement, and for purposes of Term B.2 of the applicable MARAD PIDP Exhibits, Consultant certifies to the best of its knowledge and belief that Consultant and its principals: (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency; (b) have not, within the three-year period preceding execution of this Agreement, been convicted of or had a civil judgment, including a civil settlement, rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are not presently indicted for or otherwise criminally or civilly charged by a Federal, State, or local governmental entity with commission of any offense described in clause (b); and (d) have not, within the three-year period preceding execution of this Agreement, had one or more public transactions terminated for cause or default. If Consultant is unable to make any part of this certification, Consultant shall provide District a written explanation before execution. Consultant shall immediately notify District in writing if this certification was erroneous when made or becomes erroneous because of changed circumstances.

For each lower-tier covered transaction requiring MARAD approval or estimated to cost \$25,000 or more, Consultant shall not knowingly enter into the transaction with a person that is debarred, suspended, declared ineligible, or voluntarily excluded unless authorized by the applicable Federal agency, and shall include, without modification, the MARAD clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" in the lower-tier transaction and in solicitations for such lower-tier transactions.

5.2 MARAD Delinquent Federal Tax Liability and Federal Felony Certification.

For any MARAD-funded Covered Transaction, as that term is defined in Term B.3 of the applicable MARAD PIDP Exhibits, Consultant certifies by executing this Agreement that it does not have a Tax Delinquency and has not had a Felony Conviction under Federal law within the preceding 24 months, each as defined in Term B.3. Consultant shall promptly notify District if either certification was inaccurate when made or becomes inaccurate. Before entering into a Covered Transaction with another entity, Consultant shall check SAM.gov, obtain the tax-delinquency and Federal-felony certifications required by Term B.3, and shall not enter or continue the Covered Transaction if the SAM entry or certification is disqualifying unless MARAD has determined in writing that suspension or debarment is not necessary to protect the interests of the

Government. Consultant shall flow these requirements down to all Covered Transactions at all tiers as required by Term B.3.

6. Byrd Anti-Lobbying Amendment.

Because the Agreement exceeds \$100,000, Consultant shall comply with 31 U.S.C. § 1352 and applicable implementing regulations, including 49 C.F.R. Part 20 to the extent applicable to USDOT/MARAD funding. Consultant shall execute the certification attached as Attachment C-1 and shall file Standard Form LLL, Disclosure of Lobbying Activities, when required. Consultant shall require each lower-tier participant to provide the certifications and disclosures required by applicable law for covered lower-tier awards exceeding the applicable threshold and shall forward required disclosures through the applicable tiers.

7. Clean Air Act; Federal Water Pollution Control Act.

Because the Agreement exceeds \$150,000, Consultant shall comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act, 42 U.S.C. § 7401 et seq., and the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq. Consultant shall report any violation arising from the Services to District, and District may report the violation to the applicable federal awarding agency and the appropriate U.S. Environmental Protection Agency Regional Office. Consultant shall include these requirements in each covered subcontract exceeding \$150,000 that is financed in whole or in part with applicable federal assistance.

8. Small, Minority, Women-Owned, Veteran-Owned, and Labor-Surplus-Area Businesses.

To the extent 2 C.F.R. § 200.321 applies to Consultant's lower-tier contracting under the Agreement, Consultant shall take the affirmative steps required by that section to provide opportunities to small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor-surplus-area firms. Consultant shall apply the requirements of 2 C.F.R. § 200.321 to covered subcontracts. If an applicable MARAD award is administered through a State department of transportation and 49 C.F.R. Part 26 applies instead, Consultant shall comply with the applicable disadvantaged business enterprise requirements communicated by District.

9. Procurement of Recovered Materials.

To the extent applicable to a procurement under the Agreement, Consultant shall comply with 2 C.F.R. § 200.323, section 6002 of the Solid Waste Disposal Act, as amended, 42 U.S.C. § 6962, and 40 C.F.R. Part 247, including applicable requirements concerning EPA-designated items containing recovered materials, resource recovery, and environmentally preferable products and services. Consultant shall include applicable requirements in covered lower-tier procurements.

10. Prohibition on Certain Telecommunications and Video Surveillance Equipment or Services.

Consultant shall comply with 2 C.F.R. § 200.216 and section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, as applicable. Consultant shall not use federal

award funds to procure, obtain, extend, renew, or enter into a contract to procure or obtain covered telecommunications equipment or services when prohibited by applicable law, and shall include the substance of applicable prohibitions in covered lower-tier agreements. If Consultant identifies, or is notified of, covered telecommunications equipment or services used as a substantial or essential component of any system or as critical technology in connection with federally funded Services, Consultant shall notify District in writing within one (1) business day after the identification or notification. The notice shall include, to the extent readily available, the Agreement or contract number; applicable order number; supplier name; supplier Unique Entity Identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number or other manufacturer/part number; item description; and available information concerning mitigation actions undertaken or recommended. Within ten (10) business days after the initial notice, Consultant shall supplement the notice with any further available information concerning mitigation actions undertaken or recommended, the efforts Consultant undertook to prevent use or submission of covered telecommunications equipment or services, and any additional measures that will be implemented to prevent future use or submission. Consultant shall cooperate with District in any report District is required to submit to FEMA, Cal OES, USDOT/MARAD, or another applicable funding agency.

10.1 MARAD Text Messaging While Driving.

For Services under a MARAD PIDP Funding Agreement, Consultant is encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies banning text messaging while driving company-owned or company-rented vehicles, Government-owned, leased, or rented vehicles, and privately owned vehicles when on official Government business or when performing work for or on behalf of the Government. Consultant is also encouraged to conduct workplace safety initiatives commensurate with the size of its business, including employee education and awareness concerning the safety risks of text messaging while driving. To the extent permitted by law, Consultant shall include the substance of this paragraph in all subcontracts under the applicable MARAD award that exceed the applicable micro-purchase threshold, other than subcontracts for commercially available off-the-shelf items.

11. Domestic Preference; Build America, Buy America Act.

Consultant shall comply, to the extent applicable to the Services, with 2 C.F.R. § 200.322, the Build America, Buy America Act (BABA), Pub. L. No. 117-58, div. G, title IX, subtitle A, §§ 70901-70927, 135 Stat. 1294 (2021), as amended, 2 C.F.R. Part 184, 23 U.S.C. § 313 if made applicable by a Funding Agreement, and the domestic-content requirements incorporated into the applicable Funding Agreement. Nothing in this Section constitutes or implies a waiver of any domestic-content requirement.

Because Consultant is providing professional design services, Consultant shall, to the extent applicable to the Project and within the Scope of Services: (a) prepare plans, specifications, estimates, and procurement documents so that applicable domestic-content requirements are identified and can be implemented during procurement and construction; (b) not knowingly specify a product or construction material that would be ineligible under an applicable domestic-content requirement unless Consultant identifies the issue to District and District directs

Consultant to proceed or to support a waiver request; (c) promptly identify reasonably apparent potential waiver issues; and (d) reasonably cooperate with District in providing design-related information and documentation needed to demonstrate compliance or support a waiver. Consultant is not responsible for certifications or sourcing obligations imposed by law or contract on a construction contractor, manufacturer, or supplier except to the extent expressly included in Consultant's Scope of Services.

For MARAD-funded Services, Consultant shall also comply, to the extent applicable, with Term B.5 of the applicable MARAD PIDP Exhibits. Consultant shall include in plans, specifications, and bid documents, to the extent within the Scope of Services, requirements for the construction contractor to obtain and maintain manufacturer or supplier certifications supporting applicable Buy America compliance. If Consultant itself procures an item for incorporation into the Project to which a Buy America preference applies, Consultant shall obtain the applicable signed manufacturer or supplier certification and promptly provide it to District. To the extent a MARAD Funding Agreement applies the Buy American Act, 41 U.S.C. chapter 83, to non-infrastructure spending, Consultant shall comply with that requirement as applicable to goods procured by Consultant under the Agreement.

12. MARAD/USDOT Title VI and Nondiscrimination Requirements.

For Services funded in whole or in part under a MARAD PIDP Funding Agreement, Consultant shall comply with the version of the USDOT Standard Title VI/Non-Discrimination Assurances, including Appendices A and E, incorporated into the applicable Funding Agreement. Those provisions are incorporated into the Agreement to the extent required by the applicable MARAD award.

For avoidance of doubt, the Appendix A contract clauses required by the applicable MARAD Title VI/Non-Discrimination Assurance are reproduced in Attachment C-2 and inserted into this Agreement, and the pertinent nondiscrimination authorities identified in Appendix E are reproduced in Attachment C-3. Consultant shall include the Appendix A clauses in covered lower-tier contracts and procurements as required by the applicable MARAD award.

- (a) Consultant shall comply with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, applicable USDOT Title VI requirements, and other nondiscrimination authorities incorporated into Appendix E of the applicable MARAD assurance, to the extent applicable to Consultant and the Services.
- (b) In solicitations, selection, and performance of covered subcontracts and procurements, Consultant shall not discriminate on a basis prohibited by applicable federal civil-rights law and shall provide notices required by the applicable MARAD/USDOT assurance to prospective subconsultants and suppliers.
- (c) Consultant shall provide information and reports reasonably required to demonstrate compliance and shall permit District and USDOT/MARAD, through authorized representatives, access to pertinent records and facilities to the extent required by the applicable MARAD/USDOT assurance.

- (d) Consultant acknowledges that noncompliance may result in sanctions or remedies authorized by the Agreement, applicable law, and the applicable Funding Agreement, including withholding, suspension, or termination where authorized.
- (e) Consultant shall include the applicable MARAD/USDOT Title VI provisions in covered lower-tier contracts and procurements to the extent required by the applicable Funding Agreement.

13. Federal Labor Standards - If Applicable.

The Agreement is principally for professional design services. Nothing in this Section is a determination that the Davis-Bacon Act, Copeland “Anti-Kickback” Act, or Contract Work Hours and Safety Standards Act applies to the professional Services. If Consultant or a subconsultant performs work under the Agreement that is subject to any of those statutes or to 29 C.F.R. Parts 1, 3, or 5, Consultant shall comply with all applicable wage determinations, payroll, overtime, notice, withholding, recordkeeping, and lower-tier contract requirements. Any liquidated damages shall be in the amount prescribed by applicable law and regulation, as adjusted from time to time. Consultant shall promptly notify District before undertaking work that Consultant reasonably believes may trigger federal construction labor standards if the applicable requirements have not already been incorporated into the applicable work authorization.

14. Cargo Preference - If Applicable.

If Consultant arranges for ocean transportation of property purchased or transported with MARAD-funded assistance and the Cargo Preference Act or 46 C.F.R. Part 381 applies, Consultant shall comply with the applicable cargo-preference requirements and shall include required provisions in covered lower-tier transportation arrangements. This Section does not require Consultant to arrange transportation outside the Scope of Services.

14.1 FY 2022 MARAD Foreign Market Restrictions.

For Services or costs funded under MARAD FY 2022 PIDP Grant No. 693JF72344010, Consultant shall not use award funds to fund the use of any product or service of a foreign country during a period in which that foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

15. Environmental and Historic Preservation Conditions.

Consultant shall comply with environmental, coastal, historic-preservation, and cultural-resource conditions that are applicable to the Services under a Funding Agreement and are provided or identified by District. Consultant shall not undertake ground-disturbing work, construction activity, or other activity outside the approved environmental scope without District’s prior written authorization. Consultant shall promptly notify District if a proposed design change or field

activity may reasonably require additional environmental or historic-preservation review, consultation, or approval before implementation.

16. State Coastal Conservancy Funding.

For Services charged to California State Coastal Conservancy Grant No. 22-154, Consultant shall comply with contractor-level nondiscrimination, records-access, audit, and other grant conditions expressly stated in the Agreement or provided by District as applicable to Consultant's Services. This Section does not transfer obligations imposed solely on District as the Conservancy grantee unless the Agreement expressly assigns the obligation to Consultant.

17. Lower-Tier Flow-Down; Continuing Compliance.

Consultant shall include in each subcontract, purchase order, or other lower-tier agreement the provisions of this Attachment that applicable law or the applicable Funding Agreement requires to be flowed down to that tier. Consultant shall remain responsible for compliance by its lower-tier participants to the extent required by applicable law or the Agreement. Consultant shall promptly notify District of any known or suspected material violation of a federal or state funding requirement by Consultant or a lower-tier participant that could affect eligibility of costs, performance of the Services, or District's compliance with a Funding Agreement.

For MARAD-funded lower-tier transactions, Consultant shall specifically comply with and flow down the requirements of Term B.2 (debarment and suspension), Term B.3 (tax delinquency and Federal felony), Term B.4 (text messaging while driving), and the Appendix A Title VI clauses to the extent required by the applicable MARAD award.

18. MARAD Conflict of Interest and Mandatory Notices.

For MARAD-funded Services, Consultant shall promptly disclose to District in writing any actual or potential organizational conflict of interest affecting the Services or a lower-tier transaction, including circumstances that may create lack of impartiality, impaired objectivity, or unfair competitive advantage. Consultant shall also promptly notify District, without delay, of any information known to Consultant that reasonably indicates waste, fraud, abuse, a potentially criminal activity, a false claim, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving Federal assistance or the Services, and of any communication concerning the Services or an applicable MARAD award received from the Comptroller General of the United States, a Federal Inspector General, or another Federal oversight entity. Consultant shall provide such notice promptly enough to permit District to satisfy any applicable Funding Agreement notice deadline.

19. Cost Allocation; Invoice and Reimbursement Support.

Consultant shall maintain accounting records and submit invoices with sufficient detail to establish that costs charged to a Funding Agreement are allowable, allocable, and supported. As directed by District, Consultant shall separately identify Services and costs by project and funding source, including at a minimum the Seawall Replacement work and the Citizens' Dock/Pier 1 work, and

shall identify the applicable task or work element. For MARAD-funded or MARAD-match costs, supporting detail shall include, as applicable, direct labor, indirect costs, other direct costs, travel, subconsultant costs, and other information reasonably required to support reimbursement or cost-share credit. Consultant shall not charge the same cost to more than one Funding Agreement or otherwise duplicate billing. District may prescribe reasonable project, task, or funding-source codes for invoices, and Consultant shall reasonably cooperate with corrections needed to accurately document the proper funding source, without increasing the compensation otherwise payable under the Agreement.

Attachment C-1
Certification Regarding Lobbying (31 U.S.C. § 1352; 49 C.F.R. Part 20)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal transaction, the undersigned shall complete and submit Standard Form LLL, Disclosure of Lobbying Activities, in accordance with its instructions and applicable law.
- (3) The undersigned shall require that the substance of this certification be included in the award documents for covered lower-tier transactions as required by applicable law and that required lower-tier certifications and disclosures be made and forwarded through the applicable tiers.

This certification is a material representation of fact upon which reliance is placed when the applicable Federal transaction is made or entered into. Submission of this certification is a prerequisite for making or entering into a covered transaction imposed by 31 U.S.C. § 1352. A person who fails to file a required certification or disclosure is subject to the penalties prescribed by applicable law.

Consultant understands and agrees that the provisions of 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, apply to this certification and any disclosure made in connection with it.

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____

Date: _____

Name: _____

Title: _____

Attachment C-2
MARAD/USDOT Title VI Contract Clauses - Appendix A

The following clauses are inserted pursuant to Term B.1 of the MARAD FY 2022 PIDP Exhibits dated November 24, 2025 and the MARAD FY 2024 PIDP Exhibits dated November 21, 2025. References to the “Acts” and “Regulations” have the meanings assigned in the USDOT Standard Title VI/Non-Discrimination Assurance incorporated into the applicable MARAD Funding Agreement.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Maritime Administration (MARAD), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21, including any amendments thereto.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or MARAD to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or MARAD, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or MARAD may determine to be appropriate, including, but not limited to: (a) withholding payments to the contractor under the contract until the contractor complies; and/or (b) cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or MARAD may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Attachment C-3
MARAD/USDOT Nondiscrimination Authorities - Appendix E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 Stat. 252), which prohibits discrimination on the basis of race, color, or national origin; and 49 C.F.R. Part 21, including any amendments thereto.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), which prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects.
- The Federal-Aid Highway Act of 1973 (23 U.S.C. § 324 et seq.), which prohibits discrimination on the basis of sex.
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended, which prohibits discrimination on the basis of disability; and 49 C.F.R. Part 27.
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age.
- The Airport and Airway Improvement Act of 1982 (49 U.S.C. § 471, Section 47123), as amended, which prohibits discrimination based on race, creed, color, national origin, or sex.
- The Civil Rights Restoration Act of 1987 (Pub. L. No. 100-209), which broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973 by expanding the definition of the terms “programs or activities” to include all of the programs or activities of Federal-aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not.
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189), as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38.
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123), which prohibits discrimination on the basis of race, color, national origin, and sex.
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination because of sex in education programs or activities (20 U.S.C. § 1681 et seq.).