

CRESCENT CITY HARBOR DISTRICT



Request for Consultant to provide CONSTRUCTION DESIGN SERVICES

**CRESCENT CITY HARBOR DISTRICT
101 Citizens' Dock Rd.
Crescent City, CA 95531**

Section 1 - RFP Overview

The Crescent City Harbor District (the District) is currently soliciting for a consultant to perform CONSTRUCTION DESIGN SERVICES for a new Seawall and Citizens' Dock, Pier 1.

A summary of the Scope of Services is included in Section 4. A complete Scope of Services being requested is included in Exhibit 1.

The District has been awarded two U.S. Department Of Transportation, Maritime Administration Port Infrastructure Development Program Grants, to fund the following work:

1. Construction of a new seawall to protect Citizen's Dock Road; repair and renovate the seafood packing and trucking area damaged by seawater inflow; and replace the aged cargo handling equipment atop the seawall to improve the safety, efficiency, and reliability of loading and unloading of goods at the port and improve port resilience. Project includes demolition of the old seawall.
2. Construction of a new 13,760 sq ft concrete decked dock which will withstand 50-year tsunami event tidal surges and other natural hazards Install electrical, sewer, water, and mechanical infrastructure to serve businesses on the dock. Install 12 new and refurbished hoists to improve movement of goods in the port.
3. Provide compensatory mitigation for biological impacts of reconstructing the Citizens Dock and seawall by implementing the South Crescent City Harbor Habitat Restoration Project.

Status of the Project:

- Initial design documents completed for Seawall and Citizens' Dock, Pier 1.
- NEPA completed and Finding of No Significant Impact issued by MARAD
- CEQA completed and Mitigated Negative Declaration Notice of Determination adopted.
- Construction Permit – application process has started.
- Project Manager selected.

Project Location photos and project conceptual drawing are included in Exhibit 2.

Section 2: RFP Timeline and Submission Process

Conference Call:

- A conference call to discuss this RFP will be held on August 6, 2026 at 10:00 AM.
- <https://us06web.zoom.us/j/83752235975?pwd=sMTuiRL6g8UsRdbo265duMmnLb7MUT.1>
- Meeting ID: 837 5223 5975
- Passcode: 553250
- Mobile: 1-669-900-6833

In-Person Site Tour:

- Proposers can schedule a tour of the site by contacting the CCHD at khanks@ccharbor.com. Please provide a day and time you would like the tour.

Deadline for Written Questions:

- August 10, 2026
- Submit questions via email to khanks@ccharbor.com
- If your question includes proprietary or confidential information, clearly mark it “CONFIDENTIAL”

Publication of Consolidated Responses:

- Anticipated by close of business on August 13, 2026
- CCHD reserves the right to withhold confidential or proprietary information from public disclosure in order to preserve the integrity of the competitive process

Proposal Deadline

- Responses to this request must be received by the Harbor District by August 18, 2026 at 3 p.m. PDT.
- Responses may be submitted via email to khanks@ccharbor.com

Contact Information

- Direct all questions or comments via email to:
- Kristina Hanks khanks@ccharbor.com

Section 3: Proposal Requirements

1. Cover Letter

The cover letter should indicate the name of the firm submitting the proposal and the name of the person authorized to negotiate and commit on behalf of the firm.

2. Qualifications

Provide background information about the firm, including organizational structure, year founded, office location(s), number of employees, and areas of specialization. Please indicate if the firm qualifies as a local business, small business, Disadvantaged Business Enterprise, Minority-owned Business, or Woman-owned Business. The Engineer of Record (EOR) shall hold a current Professional Engineer (P.E.) license in California and shall have demonstrated experience in marine and coastal infrastructure design.

3. Relevant Project Experience

Please provide at least two examples from the last five years where team members completed similar services.

4. Project Organization

Provide a description of the firm's proposed organization for the execution of the services. Include an organization chart and summary-level resumes of individuals proposed for the project team.

5. Project Approach

Provide a definitive Work Program related to this project, including a list and narrative description of the tasks to be performed as part of the firm's proposed services.

6. Fees

Provide a fee to perform each element of the scope of work: 1) 60% Design documents for the new Seawall and Citizens' Dock, Pier 1; 2) 100% construction ready design documents for the new Seawall and Citizens' Dock, Pier 1. The District reserves the right to remove scope of work elements from the final award. The District intends to contract with the consultant on a not-to-exceed, time-and-materials basis.

7. Timeline

Provide a timeline to perform each element of the scope of work. Responses should include any modifications to the tasks or timeline that the responder proposes.

Section 4: Scope of Work

The selected firm shall have the qualifications, experience and licenses needed to perform the scope of work to complete Construction Design Services.

The scope of work for this project may include, but are not necessarily limited to, the following components:

1. Construction Design Services providing 60% and 100% construction ready design drawings for a new Seawall and Citizens' Dock, Pier 1. A complete Scope of Services being requested is included in Exhibit 1.
 - The 60% design submittal will include structural systems, geometry, materials, and primary design loads. The 60% package is intended to allow the CCHD and regulatory agencies to confirm design intent, identify permit requirements, and provide substantive comments prior to the commitment of final engineering resources
 - The 100% final design will include the complete, permit-ready, and contractor-biddable construction document set. The 100% package shall be suitable for direct submission to all permitting agencies and for competitive public bidding without further engineering.
 - The final design will be stamped by an Engineer of Record (EOR), who shall hold a current Professional Engineer (P.E.) license in California and shall have demonstrated experience in marine and coastal infrastructure design.

2. Deliverables under this proposal include the following:

Seawall		Citizens' Dock Pier 1	
Phase / Structure	Deliverable	Phase / Structure	Deliverable
60% Seawall	Cover sheet & general notes	60% Dock	Cover sheet & general notes
60% Seawall	Site plan & survey base	60% Dock	Site plan & layout drawings
60% Seawall	Plan, profile & section drawings	60% Dock	Framing plans & elevations
60% Seawall	Preliminary structural calculations	60% Dock	Preliminary structural calculations
60% Seawall	Outline specifications (CSI format)	60% Dock	Outline specifications
60% Seawall	Geotechnical data summary	100% Dock	Complete drawing set (IFC)
100% Seawall	Complete drawing set (IFC)	100% Dock	Final stamped calculations
100% Seawall	Final stamped calculations	100% Dock	Full CSI specifications
100% Seawall	Full CSI specifications	100% Dock	Permit-ready package
100% Seawall	Permit-ready package		

3. Work with the Harbor District to define the information needed to meet the scope of work.
4. Provide the documentation needed by the Harbor District to meet the scope of work deliverables
5. Identify any issues or hazards that may impact the scope of work.

The District reserves the right to remove scope of work elements from the final award.

Section 5: Proposal Evaluation Criteria

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

Selection will be based on the following criteria:

1. Completeness of the proposal submitted and responsiveness to the RFP.
2. Proposed Personnel – qualifications, professional experience, and skills of the firm.
3. Ability to meet the requirements of the scope of services.
4. Proposed Fee Structure / Cost of Services.
5. Ability to meet all of the applicable federal laws and regulations that apply to a contract awarded under this RFP. (See Exhibit 3).

The above factors, along with other factors that the District may deem appropriate, will be used to identify the proposal that represents the best value, which will be the basis for the contract award. The criteria listed above are not presented in any order of priority or preference.

All interested parties are encouraged to submit proposals to the RFP, as the award is not based solely on the lowest-cost proposal submitted. Total cost will be considered, but the proposer's capabilities, competence, and capacity will also be weighed.

Note: Depending on the quality of the proposals received, the Harbor District reserves the right to reject any or all proposals and to issue a new Request for Proposals if none of the proposals are satisfactory (as judged by the District in its sole opinion). All proposals, inquiries, responses, or correspondence related to this RFP, as well as all reports, charts, displays, schedules, exhibits, and other documentation submitted by the proposer, will become the property of the District upon receipt. The District also reserves the right to waive minor informalities or irregularities in any proposal if doing so allows the District to select the proposal(s) that, in the District's sole opinion, would best serve the needs of the District within budget limitations. The District expressly reserves the right to extend the date by which responses are due.

Section 6: Award Process

Award Determination

- The Grand Total Score for each Offeror shall be used to determine the ranking of proposals. CCHD may move forward to negotiations with those responsible Proposers which have been determined, based on the ranking of the proposals, to be reasonably susceptible of being selected for award.

Negotiations

- Negotiations may be conducted with multiple of the highest-ranking Offeror/s.
- If negotiations fail to result in a contract, CCHD may begin the negotiation process with other Offeror's. The negotiation process may be repeated until the anticipated successful Offeror has been determined, or until such time CCHD decides not to move forward with an award.

Award Announcement

- Once negotiations have led to the successful Offeror(s) being determined, the anticipated winning Offeror(s) will be announced in a public CCHD meeting and posted on the CCHD website.

Section 7: Process Integrity Requirements

A. Conflict of Interest Certification. By submitting a proposal, each Offeror certifies that:

1. The Offeror, its officers, employees, and agents are in compliance with all applicable conflict of interest laws, including but not limited to California Government Code section 1090 and the Political Reform Act (Government Code section 81000 et seq.).
2. No officer, employee, or commissioner of the Crescent City Harbor District has any direct or indirect financial interest in the proposal, the Offeror, or the proposed lease, other than interests permitted under applicable law.
3. The Offeror will immediately disclose to the District in writing any actual, potential, or perceived conflict of interest that arises during the RFP process or during the term of any resulting lease.

B. Public Records Disclaimer. All proposals submitted in response to this RFP shall become the property of the Crescent City Harbor District. Proposals are subject to public disclosure under the California Public Records Act (Government Code section 7920.000 et seq.), except for materials that are exempt from disclosure under the Act.

Offerors claiming that any portion of their proposal is exempt from disclosure must clearly mark each page containing such information as "CONFIDENTIAL" and must identify the specific exemption(s) under the Public Records Act that support nondisclosure.

Marking a document as "CONFIDENTIAL" does not guarantee that it will be withheld from disclosure; the District will make its own determination in response to any request for records. The Offeror shall bear the risk of disclosure if a court determines that the materials are not

exempt, and the Offeror shall indemnify and hold harmless the District against any claims, actions, or costs arising from the District's compliance or non-compliance with the Public Records Act in relation to the Offeror's materials.

C. Right to Reject All Proposals. The Crescent City Harbor District reserves the right, in its sole and absolute discretion, to reject any or all proposals, to waive any immaterial irregularities in proposals received, and to terminate or reissue this RFP at any time without liability to any Offeror. Submission of a proposal shall constitute acknowledgment and acceptance of these conditions.

D. No Reliance on RFP Representations. Offerors shall be solely responsible for conducting their own independent due diligence regarding the property, including physical inspections, title review, and verification of zoning and regulatory requirements. The District makes no representations or warranties regarding the condition, permitted uses, or suitability of the property, and no statement in this RFP or by District staff shall create any binding obligation on the District.

E. Right to not Enter into Project Contracts. The Crescent City Harbor District reserves the right, in its sole and absolute discretion, to not enter into any project contracts, for any reason, including if funding for this project is not secured.

ATTACHMENTS

Exhibit 1: Scope of Services Requested

Exhibit 2: Project Location Photos and Drawing

Exhibit 3: Applicable Federal Laws And Regulations

Exhibit 4: CCHD Template_ Agreement for Professional Services with Exhibit C Applicable Federal Laws And Regulations

Exhibit 1: SCOPE OF WORK

Construction Design Engineering Services

New Seawall & New Dock

1.0 PROJECT OVERVIEW

This Scope of Work (SOW) defines the structural and civil engineering design services required for the preparation of 60% and 100% construction-ready design drawings for two new marine infrastructure elements: (1) a new Seawall and (2) a new Citizens' Dock Pier 1. The work described herein encompasses all structural analysis, geotechnical coordination, hydrodynamic load assessment, drawing production, specification writing, and regulatory-compliance documentation necessary to carry both structures from preliminary design through a fully permit-ready, contractor-biddable construction document package.

2.0 DESIGN CRITERIA AND APPLICABLE CODES

All design work shall conform to the most current adopted editions of the following codes and standards. Where conflicts exist, the more stringent requirement shall govern. The EOR shall document all governing references in the design calculations.

Design Area	Applicable Code / Standard
Structural Concrete	ACI 318-19 / ACI 350 (marine)
Steel Design	AISC 360-16 (LRFD)
Timber/Composite Piles	AASHTO / NDS 2018
Loads & Load Combinations	ASCE 7-22
Seismic Design	ASCE 7-22 Chapter 11–16; site-specific hazard analysis
Wave & Hydrodynamic Loads	ASCE 7-22 Chapter 6; USACE EM 1110-2-1100
Geotechnical	ASCE 41 / USACE EM 1110-1-1905
Corrosion Protection	NACE SP0176; AASHTO HB-17 Zone Classification
Concrete Durability (Marine)	ACI 201.2R; ACI 318 Ch. 19 Exposure Class W2/C2
Waterfront Construction	USACE ETL 1110-2-400; UFC 4-150-07
Environmental / Permits	USACE Section 404/10; CEQA/NEPA; BCDC (if CA Bay)
Drawing Standards	ASCE 1-00 / NCS (National CAD Standard) v6

2.1 Environmental and Site-Specific Design Parameters

The following site-specific parameters shall be established during the site investigation phase and incorporated into the structural design basis memorandum:

- Mean Higher High Water (MHHW) and Mean Lower Low Water (MLLW) elevations per NOAA tidal datum
- Design wave height (H1/3 and H1/10) and wave period based on fetch and exposure analysis
- Design vessel berthing loads, mooring line forces, and fendering criteria (if applicable to dock)
- Boat wake and tsunami/seiche run-up assessment (as required by jurisdiction)
- Seismic design parameters: Site Class, Ss, S1, SDS, SD1 per ASCE 7-22 and site-specific hazard analysis
- Design wind speed (3-second gust, Risk Category II or as directed) per ASCE 7-22
- Corrosion exposure zone classification: Atmospheric, Splash, Tidal, Submerged (per NACE SP0176)
- Soil profile: boring logs, SPT/CPT data, liquefaction potential, lateral spreading assessment
- Sea level rise allowance per applicable regulatory guidance (minimum 50-year planning horizon)
- Ice load criteria (if applicable based on geographic location)

3.0 PHASE 1: 60% DESIGN SUBMITTAL

The 60% design submittal represents an advanced preliminary design level. Structural systems, geometry, materials, and primary design loads shall be defined and confirmed. The 60% package is intended to allow the CCHD and regulatory agencies to confirm design intent, identify permit requirements, and provide substantive comments prior to the commitment of final engineering resources. All drawings shall be in AutoCAD (.dwg) or Civil 3D format and exported to PDF for review.

3.1 Seawall: 60% Design Requirements

3.1.1 Site Investigation and Geotechnical Coordination

Prior to or concurrent with the initiation of design, the following site data shall be collected and incorporated:

- Review and incorporate available geotechnical investigation reports (borings, CPTs, lab test results)
- Coordinate with geotechnical engineer of record to confirm bearing capacity, lateral earth pressure parameters (K_a , K_p , K_0), and passive resistance values
- Identify groundwater elevation and artesian pressure conditions
- Assess liquefaction potential and post-liquefaction settlement
- Confirm scour depth and bedrock/foundation stratum elevation
- Document existing utilities, underground obstructions, and easements within the seawall construction corridor

3.1.2 Structural Analysis and Design

The following structural analysis tasks shall be completed to support the 60% drawing package:

- Establish global seawall geometry: top of wall (TOW) elevation, bottom of wall (BOW) elevation, total wall height, batter (if any), and alignment
- Select wall typology (e.g., sheet pile, soldier pile and lagging, mass gravity, cantilever reinforced concrete, counterfort, or hybrid system) based on soil conditions, water depth, and constructability
- Perform global stability analysis: sliding, overturning, bearing capacity, and deep-seated failure (Bishop's Modified Method or equivalent)
- Perform seismic analysis using pseudo-static method (Mononobe-Okabe) or time-history analysis as required
- Calculate hydrostatic and hydrodynamic lateral pressures including wave-induced pressures, surge, and tidal effects
- Design primary structural elements at a preliminary level: wall section, tie-rod/anchor system (if applicable), wale beams, batter piles or deadman anchors
- Determine pile type, size, and estimated embedment depth (where piles are used)
- Assess corrosion protection requirements by exposure zone and specify coating system or sacrificial anode system at 60% level
- Confirm construction sequence impacts on adjacent structures and identify any temporary shoring requirements

3.1.3 Drawing Package: 60% Seawall

The 60% Seawall drawing package shall include, at minimum, the following sheets:

1. Cover Sheet: Project title, location, applicable codes, abbreviations, general notes, drawing list
2. Survey and Site Plan: Topographic and bathymetric survey base, existing structures, utilities, property lines, and North arrow; seawall alignment overlaid at 1"=20' (or appropriate scale)
3. Overall Plan View: Seawall plan with station references, tie-in points, transitions, and return walls
4. Longitudinal Profile: Wall profile showing existing grade, proposed top and bottom of wall elevations, water surface elevations (MHHW / MLLW / design flood), and soil stratigraphy from boring logs
5. Typical Cross-Sections (minimum 3): Representative cross-sections at high wall, low wall, and transition zones; show all primary structural components, embedment depth, soil layers, water table, and key dimensions
6. Connection and Detail Drawings: Wale-to-sheet-pile connection, tie-rod/deadman detail, cap beam detail, expansion and control joint details, utility penetration details
7. Scour and Toe Protection Plan: Riprap gradation, extent, and toe key detail
8. Corrosion Protection / Cathodic Protection Layout: Anode locations or coating zone diagram
9. Demolition and Removal Plan: Extents of removal of existing shoreline protection, haul routes, staging areas (if applicable)

3.1.4 Calculations: 60% Seawall

- Design Basis Memorandum (DBM): Summarizes all governing design parameters, load combinations, material properties, and code references
- Global stability calculations (preliminary)
- Structural calculations for primary wall section, tie-rod sizing, wale beam, and deadman/anchor (preliminary, hand-check level)
- Seismic demand calculations (Mononobe-Okabe or equivalent)
- Scour and toe protection sizing calculation

3.1.5 Specifications: 60% Seawall

- Outline specification (minimum Division 01 through Division 31) in CSI MasterFormat 3-part format
- Key sections to include: Contractor Qualifications, Environmental Protection, Earthwork, Sheet Piling/Driven Piles, Structural Concrete, Corrosion Protection, Riprap and Armoring

3.2 Dock: 60% Design Requirements

3.2.1 Site Investigation and Geotechnical Coordination

- Review geotechnical data within dock footprint and confirm pile founding stratum and capacity
- Assess lateral pile capacity for berthing, mooring, and seismic demands
- Identify dredge depth requirements and confirm mudline elevation from bathymetric survey
- Confirm marine growth, biofouling, and wood-boring organism (e.g., *Teredo navalis*) exposure risk for material selection
- Confirm corrosive soil and water chemistry (pH, chloride concentration, sulfate content) for pile material selection
- Review USACE maintenance dredging history at the site as needed

3.2.2 Structural Analysis and Design

- Incorporate dock type and configuration with CCHD from the 30% design drawings.
- Develop framing layout: pile cap, deck framing, pile arrangement, and gangway/ramp location
- Select pile type: steel pipe pile, precast prestressed concrete pile, treated timber, HDPE composite, based on corrosivity, load demand, and constructability
- Calculate gravity loads: dead load (deck, framing, utilities, cleats, edge protection), live load per applicable code (minimum 100 psf for public dock; 40 psf for light-duty recreational per AASHTO), concentrated equipment loads
- Calculate lateral loads: berthing impact (kinetic energy method per PIANC 2002), mooring line forces, current drag on piles and deck, wind on vessel and deck, wave uplift and lateral wave pressure
- Seismic analysis: determine demand on piles and connections using equivalent lateral force or response spectrum analysis per ASCE 7-22; assess pile-to-cap connection ductility
- Preliminary pile capacity calculation: axial (compression and tension/uplift) and lateral (p-y curve method or COM624P/LPILE)
- Identify gangway/ramp loads and transfer connection to dock structure
- Assess boat lift, crane, or utility loading if applicable
- Corrosion protection: define exposure zones; specify coating systems, cathodic protection, or pile jacketing at 60% level

3.2.3 Drawing Package: 60% Dock

10. Cover Sheet: Project title, codes, abbreviations, general notes, drawing list
11. Site Plan: Dock layout relative to shoreline, navigable channel setbacks, property lines, access road, utilities, and parking; waterway permit area boundary overlay
12. Dock Plan View: Overall plan at 1"=10' (or appropriate scale) showing pile layout, deck framing grid, gangway location, cleats, bollards, utility runs, and navigational lighting
13. Framing Plan: Structural framing plan showing all beams, stringers, deck planks, and connections; pile cap layout
14. Longitudinal Section: Full-length section showing pile embedment, mudline, MLLW, MHHW, deck elevation, and clearance to water

15. Transverse Sections (minimum 2): Cross-sections at representative locations showing pile, cap beam, and deck construction
16. Pile Schedule and Layout Plan: Pile type, diameter, length, top elevation, batter (if any)
17. Connection Details: Pile-to-cap connection, beam-to-cap, stringer-to-beam, decking fastening, gangway attachment, cleat/bollard anchorage, fender system
18. Gangway and Ramp Details: Plan, elevation, and section of gangway; ramp grade, ADA compliance check, handrail details
19. Corrosion Protection / Cathodic Protection Layout
20. Utility Plan: Electrical conduit routing, water supply, fuel (if applicable), lighting fixture locations

3.2.4 Calculations: 60% Dock

- Design Basis Memorandum (DBM)
- Gravity load takeoff and load combinations table
- Berthing and mooring load calculations
- Seismic demand (ELF or RSA, preliminary)
- Preliminary pile capacity (axial and lateral)
- Preliminary beam and stringer sizing (allowable stress or LRFD, preliminary)

3.2.5 Specifications: 60% Dock

- Outline specification in CSI MasterFormat 3-part format
- Key sections: Contractor Qualifications, Marine Work, Driven Piling, Structural Concrete (pile caps/grade beams), Timber/Composite Decking, Corrosion Protection, Electrical (dockside power), Gangways and Floats

3.3 60% Submittal Package Requirements

The 60% submittal shall be delivered as a complete package including:

- Full-size drawing set (22"×34") in PDF, one file per sheet, named per agreed file-naming convention
- Combined drawing set PDF (all sheets, bookmarked)
- Design Basis Memoranda for Seawall and Dock (separate documents)
- 60% preliminary calculations package (for review, not stamped at this phase)
- Outline specifications (Draft, not finalized)
- Electronic AutoCAD/Civil 3D drawing files, (.dwg) on request
- Response to 30% review comments (if a 30% review was conducted)
- Permit pre-application documentation as required by local, state, and federal agencies
- 60% cost estimate (Class C, order-of-magnitude) based on preliminary quantities

4.0 PHASE 2: 100% CONSTRUCTION-READY DESIGN

The 100% design represents the complete, fully coordinated, permit-ready, and contractor-biddable construction document set. All comments from the 60% review shall be incorporated. The EOR shall sign and stamp all structural drawings and calculations. The 100% package shall be suitable for direct submission to all permitting agencies and for competitive public bidding without further engineering.

4.1 Seawall: 100% Design Requirements

4.1.1 Final Structural Analysis and Design

- Incorporate all 60% review comments and CCHD-directed changes
- Complete and finalize all structural calculations to a level supporting the EOR stamp
- Finalize global stability analysis with factor-of-safety confirmation for all critical failure modes
- Complete seismic design: confirm demand-capacity ratios (DCR) for all primary structural members and connections

- Finalize hydrostatic, hydrodynamic, and wave load calculations
- Complete connection design: all welds, bolts, embedment plates, anchor rods, and moment connections
- Finalize corrosion protection design: coating system specification, cathodic protection sizing calculations, anode placement schedule
- Complete drainage design: weep holes, filter fabric, and underdrain system behind wall
- Finalize expansion joint spacing, joint type, and filler material
- Confirm constructability with 100% specification; resolve all design-construction interface issues
- Complete quantity takeoff for all major materials

4.1.2 Drawing Package: 100% Seawall (Issued for Construction)

The 100% IFC drawing set shall expand the 60% package to full construction document completeness. All sheets shall be signed and stamped by the EOR. The set shall include, at minimum:

21. Cover Sheet (updated drawing list, seal block, revision history)
22. General Notes, Abbreviations, and Legend (comprehensive)
23. Survey / Site Plan (final, coordinated with civil and utility engineers)
24. Overall Plan View (final alignment, all tie-in details, station and offset grid)
25. Longitudinal Profile (final, correlated with updated boring data)
26. Typical Cross-Sections, minimum 5 sections at all distinct wall conditions
27. Non-Typical Cross-Sections at all transitions, corners, return walls, and termination points
28. Pile / Sheet Pile Layout Plan (final pile/sheet schedule, tip elevation, splice locations)
29. Cap Beam / Wale Reinforcement and Formwork Details
30. Tie-Rod and Deadman / Anchor Details (full dimensioned details, all connection hardware)
31. Corrosion Protection Details (coating zone diagram, anode schedule, test station locations)
32. Drainage and Filter Fabric Details
33. Expansion and Control Joint Details (all types)
34. Scour and Toe Protection Details (riprap gradation curve reference, geotextile fabric specification)
35. Demolition and Removal Plan (final scope, phasing, SWPPP notes)
36. Traffic Control and Staging Plan (if work impacts vehicular or marine traffic)
37. Erosion and Sediment Control Plan (ESCP), coordinated with Civil
38. Construction Sequence Diagram (minimum 4 phases)

4.1.3 Final Calculations: Seawall

- Complete, organized, indexed structural calculation package; signed and stamped by EOR
- Global stability (all load combinations): sliding, overturning, bearing, deep-seated, seismic
- Sheet pile / wall section design (all critical sections)
- Anchor rod, tie-rod, and wale beam design
- Deadman / anchor block design
- Pile design (axial, lateral, buckling)
- Cap beam and moment slab design
- Corrosion protection sizing calculations
- Scour and riprap sizing (Isbash or USACE method)
- Construction phase stability check (for temporary conditions during installation)

4.1.4 Final Specifications: Seawall

- Complete 3-part CSI MasterFormat specification; signed by EOR or Lead Specification Writer
- All Divisions applicable to the seawall work: Division 01 (General Requirements), Division 02 (Existing Conditions), Division 03 (Concrete), Division 05 (Steel), Division 07 (Waterproofing, if applicable), Division 09 (Coatings), Division 22/26 (Mechanical/Electrical for any utilities), Division 31 (Earthwork), Division 35 (Waterway and Marine Construction)
- Contractor qualifications and experience requirements
- Quality control and inspection requirements; Special Inspection Schedule per IBC Chapter 17
- Performance specifications for corrosion protection systems with acceptance testing criteria

- Environmental protection measures (turbidity curtain, BMPs, endangered species protection)
- Permit conditions incorporated into contract requirements

4.2 Dock: 100% Design Requirements

4.2.1 Final Structural Analysis and Design

- Incorporate all 60% review comments
- Complete final pile capacity analysis with site-specific p-y curves or COM624P/LPILE output
- Finalize pile schedule: tip elevation, pile top cut-off elevation, required driving resistance (blow counts per WEAP analysis or dynamic formula)
- Complete design of all deck framing members: stringers, cross-beams, header beams, and cantilevers; confirm deflection limits (L/360 for live load, L/240 total)
- Finalize pile-to-cap connection: determine required rebar dowels, embedment depth into cap, or mechanical connector; design for combined axial and lateral demand
- Complete connection hardware design: all bolts, through-bolts, lag screws, drift pins per NDS or AISC
- Finalize ADA compliance: gangway slope at MHHW and MLLW (1:12 maximum running slope at mean water), accessible boarding platform, handrail height and grasp ability
- Complete electrical design (or coordinate EE drawings): panel location, service size, circuit layout, dockside pedestal locations, shore power connections per NFPA 303
- Finalize utility layout: water supply (if applicable), fuel dispensing system (if applicable) per NFPA 30A
- Complete navigational lighting layout per USCG/Coast Guard and local port authority requirements
- Finalize fendering and mooring hardware: fender type (cylindrical, D-type, donut), fender pile sizing, cleat and bollard size and anchorage, mooring configuration
- Prepare wave analysis for floating dock stability (if floating component included): freeboard, freeboard reserve at design load, chain/anchor sizing

4.2.2 Drawing Package: 100% Dock (Issued for Construction)

39. Cover Sheet (updated drawing list, seal block, revision history)
40. General Notes, Abbreviations, and Legend
41. Survey / Site Plan (final)
42. Overall Plan View and Layout (final pile layout, deck plan, all appurtenances)
43. Framing Plan (final, all members sized and noted)
44. Pile Layout Plan (final pile schedule: type, diameter, length, batter, tip elevation, cut-off elevation)
45. Longitudinal Section (all zones, final)
46. Transverse Sections, all representative framing conditions
47. Pile-to-Cap Connection Details (all pile types)
48. Cap Beam Reinforcement and Forming Details
49. Deck Framing Connection Details (beam to cap, stringer to beam, all hardware)
50. Decking Plan and Fastening Details (plank direction, spacing, fastener schedule, expansion gaps)
51. Gangway and Ramp Details (plan, elevation, section, handrail, ADA landing, hinge connection)
52. Fender System Details (fender pile, pile cap, rubber fender element, chain, shackle hardware)
53. Cleat, Bollard, and Mooring Hardware Details (all sizes and anchorage)
54. Corrosion Protection Details (coating zone diagram, pile jacket detail, anode schedule)
55. Electrical Plan and Details (coordinated with EE, conduit routing, panel, pedestals)
56. Utility Plan (water, fuel, if applicable)
57. Navigational Lighting Plan
58. Demolition Plan (existing dock removal scope)
59. Construction Sequence Diagram
60. Dredging Plan (if required, coordinated with dredge contractor and environmental permits)

4.2.3 Final Calculations: Dock

- Complete signed and stamped calculation package
- Load combinations and tributary area takeoff
- Gravity load design: all deck framing members
- Lateral load design: berthing, mooring, current, wave, wind
- Seismic design: RSA or ELF with pile and connection demand-capacity ratios
- Pile axial capacity (compression and tension), static and seismic
- Pile lateral capacity (LPILE or equivalent), seismic and berthing
- Pile-to-cap connection design
- Gangway structural design (axial, bending, deflection)
- Fender system energy absorption calculations (kinetic energy method per PIANC 2002)
- Cleat and bollard pull-out and base plate design
- Floating dock stability (if applicable): GM calculation, freeboard, mooring chain catenary
- WEAP (Wave Equation Analysis of Pile Driving) or drive ability analysis (if driven piles)
- Corrosion protection sizing (cathodic protection current density, anode consumption rate)

4.2.4 Final Specifications: Dock

- Complete 3-part CSI MasterFormat specification signed by EOR or Lead Specification Writer
- Division 01: General Requirements (safety, submittals, testing, closeout)
- Division 02: Existing Conditions (demolition, hazardous materials , if any)
- Division 03: Cast-in-Place Concrete (pile caps, grade beams)
- Division 05: Steel (structural steel pipe piles, grating, hardware)
- Division 06: Timber and Plastics (treated timber, composite decking, glulam)
- Division 09: Coatings and Corrosion Protection
- Division 26: Electrical (dockside power, NFPA 303 compliance)
- Division 35: Marine and Waterway Construction (piling, dock framing, gangways, floats, dredging)
- Special Inspection Schedule (IBC Chapter 17): pile installation monitoring, concrete, welding, high-strength bolts
- Marine contractor qualifications including documented experience and diver inspection capability
- Environmental protection measures including turbidity monitoring and reporting protocol
- Prepare permit exhibits: reduced-scale drawings (11"×17"), project description narrative, project purpose and need statement, alternatives analysis summary

5.0 DELIVERABLES SUMMARY

Phase / Structure	Deliverable	Status
60% Seawall	Cover sheet & general notes	In scope
60% Seawall	Site plan & survey base	In scope
60% Seawall	Plan, profile & section drawings	In scope
60% Seawall	Preliminary structural calculations	In scope
60% Seawall	Outline specifications (CSI format)	In scope
60% Seawall	Geotechnical data summary	In scope
60% Dock	Cover sheet & general notes	In scope
60% Dock	Site plan & layout drawings	In scope
60% Dock	Framing plans & elevations	In scope
60% Dock	Preliminary structural calculations	In scope

SCOPE OF WORK — SEAWALL & DOCK DESIGN SERVICES

Phase / Structure	Deliverable	Status
60% Dock	Outline specifications	In scope
100% Seawall	Complete drawing set (IFC)	In scope
100% Seawall	Final stamped calculations	In scope
100% Seawall	Full CSI specifications	In scope
100% Seawall	Permit-ready package	In scope
100% Dock	Complete drawing set (IFC)	In scope
100% Dock	Final stamped calculations	In scope
100% Dock	Full CSI specifications	In scope
100% Dock	Permit-ready package	In scope

All electronic deliverables shall be provided in PDF/A (archival) format. Native AutoCAD files shall be provided at 100% completion. Calculations shall be submitted in both PDF and native format (MathCAD, Excel, or equivalent).

6.0 EXCLUSIONS AND ASSUMPTIONS

6.1 Excluded from this Scope

- Geotechnical investigation fieldwork (borings, CPT, laboratory testing)
- Topographic and bathymetric survey, to be provided by CCHD
- Environmental biological surveys and wetlands delineation, to be provided by CCHD
- Construction administration, site observation, and inspection services during construction phase
- As-built drawing preparation
- WEAP (pile drive ability) analysis unless specifically authorized in writing
- Physical hydraulic or wave model study
- Peer review services
- Cost estimating beyond Class C (order-of-magnitude) at 60% and Class B (budget) at 100%
- Any design work related to floating docks, wave attenuators, or marine fueling facilities unless explicitly authorized by written amendment
- Hazardous materials assessment or abatement design
- Structural assessment of existing adjacent structures unless specifically included by amendment
- Agency permit fees, to be paid directly by CCHD
- All work associated with upland access improvements (roads, parking, lighting) beyond the toe of the seawall or edge of dock

6.2 Key Assumptions

- CCHD will provide all existing available reports, drawings, utility records, geotechnical data, and survey within 10 days of NTP
- If additional Geotech work is needed, a geotechnical engineer will provide a signed and stamped geotechnical report, and will be available for coordination meetings during design
- No significant design changes will be directed by the CCHD after issuance of the 60% package without a written scope amendment
- One round of CCHD and agency review comments per design phase is included; additional review cycles constitute additional services
- Project is located within U.S. jurisdiction; local, state, and federal codes and standards apply as listed in Section 2.0
- No proprietary or sole-source materials will be specified without prior written CCHD authorization
- All digital file submissions are to be made via secure file transfer or CCHD-designated project management platform

7.0 QUALITY ASSURANCE / QUALITY CONTROL

A formal QA/QC review shall be conducted at each submittal milestone (60% and 100%) by a qualified senior engineer independent of the design team. The QA/QC reviewer shall confirm the following at minimum:

- All governing codes and standards are correctly cited and applied
- Design loads are complete, correctly computed, and factored per applicable load combinations
- Structural calculations are internally consistent, clearly organized, and mathematically correct
- Drawings accurately reflect the design intent in the calculations; no conflicts between drawings and specifications
- Specifications are complete, constructable, and consistent with the drawings
- All comments from prior reviews have been addressed or formally dispositioned
- Drawing set is complete per the drawing list; all sheets are numbered, titled, and cross-referenced correctly
- EOR stamp, signature, and date appear on all final structural drawings and calculations

A QA/QC review checklist shall be completed and filed in the project record for each milestone submittal. The checklist shall be made available to the CCHD upon request.

8.0 ADDITIONAL SERVICES

The following services are available and may be authorized by the CCHD via written amendment. Fees for additional services will be negotiated on a time-and-materials or lump-sum basis at the time of authorization:

- Value engineering (VE) workshop facilitation
- Construction phase services: shop drawing review, RFI response, field observations, special inspection oversight
- As-built drawing preparation and record document management
- Structural health monitoring system design
- Physical hydraulic model coordination and testing oversight
- Expert witness or litigation support services
- Peer review of contractor-proposed design modifications or value engineering proposals
- Post-construction inspection and condition assessment report
- Preparation of Operations & Maintenance (O&M) manual for completed structures
- Seismic vulnerability assessment of existing adjacent structures
- Additional permit agency response rounds beyond those included in Section 5.0

END OF SCOPE OF WORK

EXHIBIT 2
Project Location Photos and Drawing



Figure 1. Project Location (Citizens Dock, seawall and parking lot and proposed South Crescent City Harbor Habitat Restoration Project).

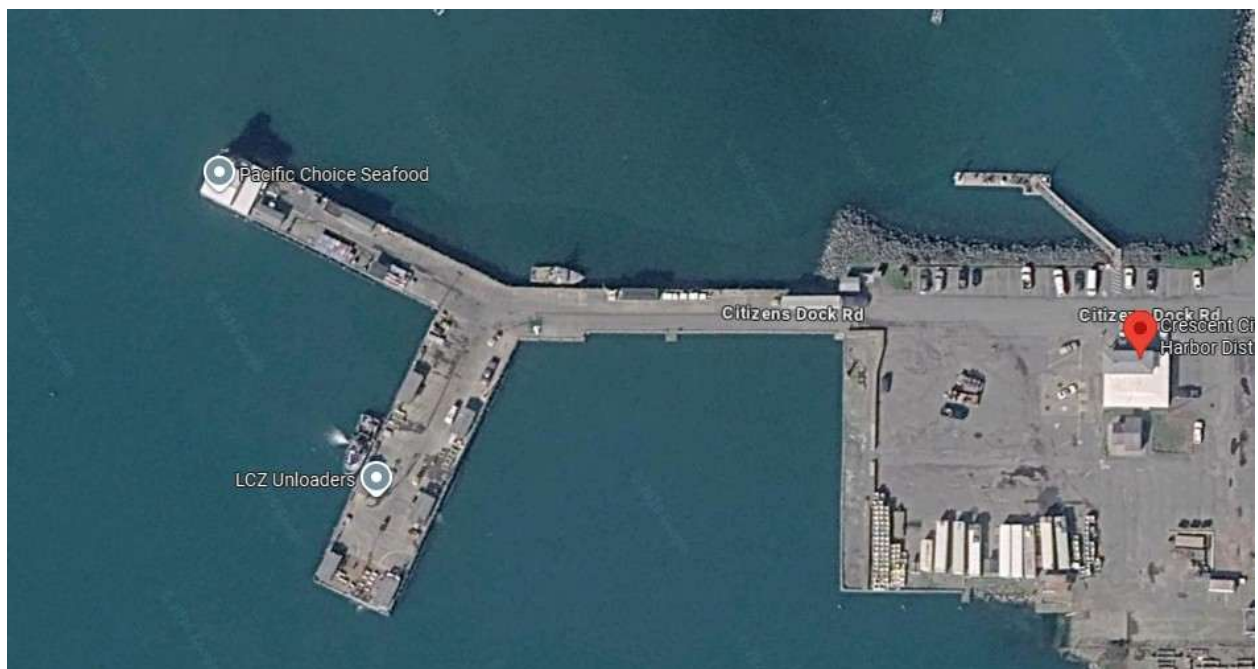


Figure 2. Current view of Project area

Design Rendering of the proposed project



EXHIBIT 3

APPLICABLE FEDERAL LAWS AND REGULATIONS

By entering into this agreement, the Contractor assures and certifies, with respect to this Contract, that it will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Project. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Contractor and any applicable sub-contractors. The applicable provisions to this agreement include, but are not limited to, the following:

General Federal Legislation

- a. Davis-Bacon Act - 40 U.S.C. §§ 3141, et seq.
- b. Federal Fair Labor Standards Act - 29 U.S.C. §§ 201, et seq.
- c. Hatch Act - 5 U.S.C. §§ 1501, et seq.
- d. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 - 42 U.S.C. §§ 4601, et seq.
- e. National Historic Preservation Act of 1966 - 54 U.S.C. § 306108
- f. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. §§ 312501, et seq.
- g. Native American Graves Protection and Repatriation Act - 25 U.S.C. §§ 3001, et seq.
- h. Clean Air Act – 42 U.S.C. §§ 7401, et seq.
- i. Clean Water Act - 33 U.S.C. §§ 1251, et seq.
- j. Endangered Species Act – 16 U.S.C. §§ 1531 et seq.
- k. Coastal Zone Management Act – 16 U.S.C. §§ 1451 et seq.
- l. Flood Disaster Protection Act of 1973 – 42 U.S.C. §§ 4001 et seq.
- m. Age Discrimination Act of 1975, as amended - 42 U.S.C. §§ 6101, et seq.
- n. American Indian Religious Freedom Act, 42 U.S.C. 1996
- o. Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101, et seq.
- p. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended - 42 U.S.C. §§ 4541, et seq.
- q. Sections 523 and 527 of the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd through 290dd-2
- r. Architectural Barriers Act of 1968 - 42 U.S.C. §§ 4151, et seq.
- s. Contract Work Hours and Safety Standards Act - 40 U.S.C. §§ 3701, et seq.
- t. Copeland Anti-kickback Act, as amended - 18 U.S.C. § 874 and 40 U.S.C. § 3145
- u. National Environmental Policy Act of 1969 - 42 U.S.C. §§ 4321, et seq.
- v. Wild and Scenic Rivers Act – 16 U.S.C. §§ 1271, et seq.
- w. Single Audit Act of 1984 - 31 U.S.C. §§ 7501, et seq.
- x. Americans with Disabilities Act of 1990 - 42 U.S.C. §§ 12101, et seq.
- y. Title IX of the Education Amendments of 1972, as amended - 20 U.S.C. §§ 1681–1683 and §§ 1685–1687
- z. Section 504 of the Rehabilitation Act of 1973, as amended - 29 U.S.C. § 794
- aa. Title VI of the Civil Rights Act of 1964 - 42 U.S.C. §§ 2000d, et seq.
- bb. Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352
- cc. Freedom of Information Act - 5 U.S.C. § 552, as amended

- dd. Magnuson-Stevens Fishery Conservation and Management Act – 16 U.S.C. §§ 1801, et seq.
- ee. Farmland Protection Policy Act of 1981 – 7 U.S.C. §§ 4201, et seq.
- ff. Fish and Wildlife Coordination Act of 1956 – 16 U.S.C. §§ 661, et seq.
- gg. Section 9 of the Rivers and Harbors Act and the General Bridge Act of 1946 - 33 U.S.C. §§ 401 and 525
- hh. Section 4(f) of the Department of Transportation Act of 1966, 49 U.S.C. § 303 and 23 U.S.C. § 138
- ii. Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) – 42 U.S.C. §§ 9601, et seq.
- jj. Safe Drinking Water Act – 42 U.S.C. §§ 300f, et seq.
- kk. The Wilderness Act – 16 U.S.C. §§ 1131, et seq.
- ll. Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 – 42 U.S.C. § 6901 et seq.
- mm. Migratory Bird Treaty Act 16 U.S.C. §§ 703, et seq.
- nn. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. No. 109–282, as amended by section 6202 of Pub. L. No. 110–252)
- oo. Cargo Preference Act of 1954 – 46 U.S.C. § 55305
- pp. Section 889 of the John D. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232
- qq. Build America, Buy America Act – Pub. L. No. 117-58, div. G §§ 70901–70927
- rr. The Buy American Act, 41 U.S.C. chapter 83
- ss. Bringing in and harboring certain aliens – 8 U.S.C. 1324
- tt. Aiding or assisting certain aliens to enter – 8 U.S.C. 1327

Executive Orders

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12549 – Debarment and Suspension
- e. Executive Order 14005 – Ensuring the Future is Made in All of America by All of America’s Workers
- f. Executive Order 14025 – Worker Organizing and Empowerment
- g. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship
- h. Executive Order 14154 – Unleashing American Energy
- i. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing
- j. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- k. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

General Federal Regulations

- a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards – 2 CFR Parts 200, 1201

- b. Non-procurement Suspension and Debarment – 2 CFR Parts 180, 1200
- c. Procedures for predetermination of wage rates – 29 CFR Part 1
- d. Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States – 29 CFR Part 3
- e. Labor standards provisions applicable to contracts governing federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act) – 29 CFR Part 5
- f. Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements) – 41 CFR Parts 60, et seq.
- g. New Restrictions on Lobbying – 49 CFR Part 20
- h. Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 – 49 CFR Part 21, including any amendments thereto
- i. Uniform relocation assistance and real property acquisition for Federal and Federally assisted programs – 49 CFR Part 24
- j. Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance – 49 CFR Part 25
- k. Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance – 49 CFR Part 27
- l. DOT's implementation of DOJ's ADA Title II regulations compliance procedures for all programs, services, and regulatory activities relating to transportation under 28 CFR Part 35
- m. Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation – 49 CFR Part 28
- n. Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors – 49 CFR Part 30
- o. Governmentwide Requirements for Drug-Free Workplace (Financial Assistance) – 49 CFR Part 32
- p. DOT's implementing ADA regulations for transit services and transit vehicles, including the DOT's standards for accessible transportation facilities in Part 37, Appendix A – 49 CFR Parts 37 and 38
- q. Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs – 49 CFR Part 26, including any amendments thereto (as applicable under section 12.3 of this agreement)
- r. Preference for Privately Owned Commercial U.S. Flag Vessels – 46 CFR Part 381
- s. Buy America Preferences for Infrastructure Projects – 2 CFR 184

Specific assurances required to be included in the FY 2024 PIDP Grant agreement by any of the above laws, regulations, or circulars are hereby incorporated by reference into this agreement.

- (1) In the case of construction materials, all manufacturing processes for the construction material occurred in the United States. *See* section 2 CFR 184.6 for more information on the meaning of “all manufacturing processes” for specific construction materials.

“Section 70917(c) materials” means cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives. *See* section 70917(c) of the Build America, Buy America Act.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS

2 CFR Parts 180 and 1200

These assurances and certifications are applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring MARAD approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

By signing and submitting the Technical Application and by entering into this agreement under the FY 2024 PIDP, the Recipient is providing the assurances and certifications for First Tier Participants and Lower Tier Participants in the FY 2024 PIDP Grant, as set out below.

1. Instructions for Certification – First Tier Participants:

- a. The prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "civil judgment," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of

Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions,” provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment, including a civil settlement, rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) 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;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior MARAD approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. The prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms “covered transaction,” “civil settlement,” “debarred,” “suspended,” “ineligible,” “participant,” “person,” “principal,” and “voluntarily excluded,” as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered

transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

REQUIREMENTS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW

As required by sections 744 and 745 of Title VII, Division B of the Consolidated Appropriations Act, 2024, Pub. L. No. 118-42 (March 9, 2024), and implemented through USDOT Order 4200.6, the funds provided under this award shall not be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that:

- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
- (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government.

The Recipient therefore agrees:

1. **Definitions.** For the purposes of this exhibit, the following definitions apply:

“Covered Transaction” means a transaction that uses any funds under this award and that is a contract, memorandum of understanding, cooperative agreement, grant, loan, or loan guarantee.

“Felony Conviction” means a conviction within the preceding 24 months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the United States Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. 3559.

“Participant” means the Recipient, an entity who submits a proposal for a Covered Transaction, or an entity who enters into a Covered Transaction.

“Tax Delinquency” means an unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2. **Mandatory Check in the System for Award Management.** Before entering a Covered Transaction with another entity, a Participant shall check the System for Award Management (the “SAM”) at <http://www.sam.gov/> for an entry describing that entity.

3. **Mandatory Certifications.** Before entering a Covered Transaction with another entity, a Participant shall require that entity to:

- (1) Certify whether the entity has a Tax Delinquency; and
- (2) Certify whether the entity has a Felony Conviction.

4 **Prohibition.** If

- (1) the SAM entry for an entity indicates that the entity has a Tax Delinquency or a Federal Conviction;
- (2) an entity provides an affirmative response to either certification in section 3; or
- (3) an entity’s certification under section 3 was inaccurate when made or became inaccurate after being made

then a Participant shall not enter or continue a Covered Transaction with that entity unless MARAD has determined in writing that suspension or debarment of that entity are not necessary to protect the interests of the Government.

5. **Mandatory Notice to MARAD.**

- (a) If the SAM entry for a Participant indicates that the Participant has a Tax Delinquency or a Felony Conviction, the Recipient shall notify MARAD in writing of that entry.
- (b) If a Participant provides an affirmative response to either certification in section 1, the Recipient shall notify MARAD in writing of that affirmative response.
- (c) If the Recipient knows that a Participant’s certification under section 1 was inaccurate when made or became inaccurate after being made, the Recipient shall notify MARAD in writing of that inaccuracy.

6. **Flow Down.** For all Covered Transactions, including all tiers of subcontracts and subawards, the Recipient shall:

- (1) require the SAM check in section 2;
- (2) require the certifications in section 3;
- (3) include the prohibition in section 4; and

- (4) require all Participants to notify the Recipient in writing of any information that would require the Recipient to notify MARAD under section 5.

Exhibit 4

AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CRESCENT CITY HARBOR DISTRICT AND NAME

This Agreement for Professional Services ("Agreement") is made and entered into this ____ day of _____, 2026 by and between the Crescent City District Harbor District, a special district organized pursuant to the California Harbors and Navigation Code ("District") and _____, a _____ ("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 _____ ("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 _____ Dollars (\$_____). 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 _____ (__) 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. 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.

Professional Liability

The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Professional Liability Insurance, in a form and with insurance companies acceptable to the District.

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
Professional Liability	\$1,000,000 per occurrence

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, arising out of or resulting from any act or omission to act of the Consultant, Consultant's agents, officers, employees, subconsultants, or independent consultants hired by Consultant under this Agreement. The Consultant's obligations apply regardless of whether or not a liability is caused or contributed to by the negligence (including passive negligence) or other act or omission of an Indemnified Party. The acceptance or approval of the Consultant's work by an Indemnified Party shall not relieve or reduce the Consultant's

indemnification obligation. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against the District, its officials, officers, agents, employees or representatives. The provisions of this Section shall survive completion of the work under this Agreement or the termination of this Agreement and are not limited by the provisions relating to insurance.

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

CONSULTANT:
Name _____
Title: _____
Company: _____

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

By: _____
NAME, Title

EXHIBIT 'A'
SCOPE OF SERVICES

EXHIBIT 'B'
SCHEDULE OF CHARGES

EXHIBIT 'C'
APPLICABLE FEDERAL LAWS AND REGULATIONS

EXHIBIT C

APPLICABLE FEDERAL LAWS AND REGULATIONS

By entering into this agreement, the Contractor assures and certifies, with respect to this Contract, that it will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Project. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Contractor and any applicable sub-contractors. The applicable provisions to this agreement include, but are not limited to, the following:

General Federal Legislation

- a. Davis-Bacon Act - 40 U.S.C. §§ 3141, et seq.
- b. Federal Fair Labor Standards Act - 29 U.S.C. §§ 201, et seq.
- c. Hatch Act - 5 U.S.C. §§ 1501, et seq.
- d. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 - 42 U.S.C. §§ 4601, et seq.
- e. National Historic Preservation Act of 1966 - 54 U.S.C. § 306108
- f. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. §§ 312501, et seq.
- g. Native American Graves Protection and Repatriation Act - 25 U.S.C. §§ 3001, et seq.
- h. Clean Air Act – 42 U.S.C. §§ 7401, et seq.
- i. Clean Water Act - 33 U.S.C. §§ 1251, et seq.
- j. Endangered Species Act – 16 U.S.C. §§ 1531 et seq.
- k. Coastal Zone Management Act – 16 U.S.C. §§ 1451 et seq.
- l. Flood Disaster Protection Act of 1973 – 42 U.S.C. §§ 4001 et seq.
- m. Age Discrimination Act of 1975, as amended - 42 U.S.C. §§ 6101, et seq.
- n. American Indian Religious Freedom Act, 42 U.S.C. 1996
- o. Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101, et seq.
- p. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended - 42 U.S.C. §§ 4541, et seq.
- q. Sections 523 and 527 of the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd through 290dd-2
- r. Architectural Barriers Act of 1968 - 42 U.S.C. §§ 4151, et seq.
- s. Contract Work Hours and Safety Standards Act - 40 U.S.C. §§ 3701, et seq.
- t. Copeland Anti-kickback Act, as amended - 18 U.S.C. § 874 and 40 U.S.C. § 3145
- u. National Environmental Policy Act of 1969 - 42 U.S.C. §§ 4321, et seq.
- v. Wild and Scenic Rivers Act – 16 U.S.C. §§ 1271, et seq.
- w. Single Audit Act of 1984 - 31 U.S.C. §§ 7501, et seq.
- x. Americans with Disabilities Act of 1990 - 42 U.S.C. §§ 12101, et seq.
- y. Title IX of the Education Amendments of 1972, as amended - 20 U.S.C. §§ 1681–1683 and §§ 1685–1687
- z. Section 504 of the Rehabilitation Act of 1973, as amended - 29 U.S.C. § 794
- aa. Title VI of the Civil Rights Act of 1964 - 42 U.S.C. §§ 2000d, et seq.
- bb. Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352
- cc. Freedom of Information Act - 5 U.S.C. § 552, as amended

- dd. Magnuson-Stevens Fishery Conservation and Management Act – 16 U.S.C. §§ 1801, et seq.
- ee. Farmland Protection Policy Act of 1981 – 7 U.S.C. §§ 4201, et seq.
- ff. Fish and Wildlife Coordination Act of 1956 – 16 U.S.C. §§ 661, et seq.
- gg. Section 9 of the Rivers and Harbors Act and the General Bridge Act of 1946 - 33 U.S.C. §§ 401 and 525
- hh. Section 4(f) of the Department of Transportation Act of 1966, 49 U.S.C. § 303 and 23 U.S.C. § 138
- ii. Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) – 42 U.S.C. §§ 9601, et seq.
- jj. Safe Drinking Water Act – 42 U.S.C. §§ 300f, et seq.
- kk. The Wilderness Act – 16 U.S.C. §§ 1131, et seq.
- ll. Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 – 42 U.S.C. § 6901 et seq.
- mm. Migratory Bird Treaty Act 16 U.S.C. §§ 703, et seq.
- nn. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. No. 109–282, as amended by section 6202 of Pub. L. No. 110–252)
- oo. Cargo Preference Act of 1954 – 46 U.S.C. § 55305
- pp. Section 889 of the John D. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232
- qq. Build America, Buy America Act – Pub. L. No. 117-58, div. G §§ 70901–70927
- rr. The Buy American Act, 41 U.S.C. chapter 83
- ss. Bringing in and harboring certain aliens – 8 U.S.C. 1324
- tt. Aiding or assisting certain aliens to enter – 8 U.S.C. 1327

Executive Orders

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12549 – Debarment and Suspension
- e. Executive Order 14005 – Ensuring the Future is Made in All of America by All of America’s Workers
- f. Executive Order 14025 – Worker Organizing and Empowerment
- g. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship
- h. Executive Order 14154 – Unleashing American Energy
- i. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing
- j. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- k. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

General Federal Regulations

- a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards – 2 CFR Parts 200, 1201

- b. Non-procurement Suspension and Debarment – 2 CFR Parts 180, 1200
- c. Procedures for predetermination of wage rates – 29 CFR Part 1
- d. Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States – 29 CFR Part 3
- e. Labor standards provisions applicable to contracts governing federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act) – 29 CFR Part 5
- f. Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements) – 41 CFR Parts 60, et seq.
- g. New Restrictions on Lobbying – 49 CFR Part 20
- h. Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 – 49 CFR Part 21, including any amendments thereto
- i. Uniform relocation assistance and real property acquisition for Federal and Federally assisted programs – 49 CFR Part 24
- j. Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance – 49 CFR Part 25
- k. Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance – 49 CFR Part 27
- l. DOT's implementation of DOJ's ADA Title II regulations compliance procedures for all programs, services, and regulatory activities relating to transportation under 28 CFR Part 35
- m. Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation – 49 CFR Part 28
- n. Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors – 49 CFR Part 30
- o. Governmentwide Requirements for Drug-Free Workplace (Financial Assistance) – 49 CFR Part 32
- p. DOT's implementing ADA regulations for transit services and transit vehicles, including the DOT's standards for accessible transportation facilities in Part 37, Appendix A – 49 CFR Parts 37 and 38
- q. Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs – 49 CFR Part 26, including any amendments thereto (as applicable under section 12.3 of this agreement)
- r. Preference for Privately Owned Commercial U.S. Flag Vessels – 46 CFR Part 381
- s. Buy America Preferences for Infrastructure Projects – 2 CFR 184

APPENDIX A

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.

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), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21, including any amendments thereto.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (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 the 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 CFR Parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*).

TERM B.2
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS

2 CFR Parts 180 and 1200

These assurances and certifications are applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring MARAD approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

By signing and submitting the Technical Application and by entering into this agreement under the FY 2024 PIDP, the Recipient is providing the assurances and certifications for First Tier Participants and Lower Tier Participants in the FY 2024 PIDP Grant, as set out below.

1. Instructions for Certification – First Tier Participants:

- a. The prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "civil judgment," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of

Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions,” provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment, including a civil settlement, rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) 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;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior MARAD approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. The prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms “covered transaction,” “civil settlement,” “debarred,” “suspended,” “ineligible,” “participant,” “person,” “principal,” and “voluntarily excluded,” as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered

transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

TERM B.3
REQUIREMENTS REGARDING DELINQUENT TAX LIABILITY OR A FELONY
CONVICTION UNDER ANY FEDERAL LAW

As required by sections 744 and 745 of Title VII, Division B of the Consolidated Appropriations Act, 2024, Pub. L. No. 118-42 (March 9, 2024), and implemented through USDOT Order 4200.6, the funds provided under this award shall not be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that:

- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
- (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government.

The Recipient therefore agrees:

1. **Definitions.** For the purposes of this exhibit, the following definitions apply:

“Covered Transaction” means a transaction that uses any funds under this award and that is a contract, memorandum of understanding, cooperative agreement, grant, loan, or loan guarantee.

“Felony Conviction” means a conviction within the preceding 24 months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the United States Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. 3559.

“Participant” means the Recipient, an entity who submits a proposal for a Covered Transaction, or an entity who enters into a Covered Transaction.

“Tax Delinquency” means an unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2. **Mandatory Check in the System for Award Management.** Before entering a Covered Transaction with another entity, a Participant shall check the System for Award Management (the “SAM”) at <http://www.sam.gov/> for an entry describing that entity.

3. **Mandatory Certifications.** Before entering a Covered Transaction with another entity, a Participant shall require that entity to:

- (1) Certify whether the entity has a Tax Delinquency; and
- (2) Certify whether the entity has a Felony Conviction.

4 **Prohibition.** If

- (1) the SAM entry for an entity indicates that the entity has a Tax Delinquency or a Federal Conviction;
- (2) an entity provides an affirmative response to either certification in section 3; or
- (3) an entity’s certification under section 3 was inaccurate when made or became inaccurate after being made

then a Participant shall not enter or continue a Covered Transaction with that entity unless MARAD has determined in writing that suspension or debarment of that entity are not necessary to protect the interests of the Government.

5. **Mandatory Notice to MARAD.**

- (a) If the SAM entry for a Participant indicates that the Participant has a Tax Delinquency or a Felony Conviction, the Recipient shall notify MARAD in writing of that entry.
- (b) If a Participant provides an affirmative response to either certification in section 1, the Recipient shall notify MARAD in writing of that affirmative response.
- (c) If the Recipient knows that a Participant’s certification under section 1 was inaccurate when made or became inaccurate after being made, the Recipient shall notify MARAD in writing of that inaccuracy.

6. **Flow Down.** For all Covered Transactions, including all tiers of subcontracts and subawards, the Recipient shall:

- (1) require the SAM check in section 2;
- (2) require the certifications in section 3;
- (3) include the prohibition in section 4; and

- (4) require all Participants to notify the Recipient in writing of any information that would require the Recipient to notify MARAD under section 5.

TERM B.4

RECIPIENT POLICY TO BAN TEXT MESSAGING WHILE DRIVING

(a) *Definitions.* The following definitions are intended to be consistent with the definitions in DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009) and Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009). For clarification purposes, they may expand upon the definitions in the executive order.

For the purpose of this Term B.4, “**Motor Vehicles**” means any vehicle, self-propelled or drawn by mechanical power, designed and operated principally for use on a local, State or Federal roadway, but does not include a military design motor vehicle or any other vehicle excluded under Federal Management Regulation 102-34-15.

For the purpose of this Term B.4, “**Driving**” means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic congestion, a traffic signal, a stop sign, another traffic control device, or otherwise. It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, “**Text messaging**” means reading from or entering data into any handheld or other electronic device (including, but not limited to, cell phones, navigational tools, laptop computers, or other electronic devices), including for the purpose of Short Message Service (SMS) texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless this practice is prohibited by State or local law. The term also does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, the “**Government**” includes the United States Government and State, local, and tribal governments at all levels.

(b) *Workplace Safety.* In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009) and DOT Order 3902.10, Text Messaging While

Driving (Dec. 30, 2009), the Recipient, subrecipients, contractors, and subcontractors are encouraged to:

(1) adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving—

(i) Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as—

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(c) *Subawards and Contracts*. To the extent permitted by law, the Recipient shall insert the substance of this exhibit, including this paragraph (c), in all subawards, contracts, and subcontracts under this award that exceed the micro-purchase threshold, other than contracts and subcontracts for the acquisition of commercially available off-the-shelf items.

TERM B.5
**REQUIRED USE OF AMERICAN IRON, STEEL, MANUFACTURED PRODUCTS,
AND CONSTRUCTION MATERIALS**

This award term implements § 70914(a) of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298 (2021), Office of Management and Budget (OMB) Memorandum M-24-02, “Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure”, and 2 CFR part 184.

Requirement to Use Iron, Steel, Manufactured Products, and Construction Materials Produced in the United States.

The Recipient shall not use funds provided under this award for an infrastructure project unless:

- (1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product; and
- (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

Incorporation into an infrastructure project.

The Buy America preference in this award term only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Categorization of articles, materials, and supplies.

An article, material, or supply should only be classified into one of the following categories: (i) Iron or steel products; (ii) Manufactured products; (iii) Construction materials; or (iv) Section 70917(c) materials. An article, material, or supply should not be considered to fall into multiple categories. In some cases, an article, material, or supply may not fall under any of the categories listed in this paragraph. The classification of an article, material, or supply as falling into one of the categories listed in this paragraph must be made based on its status at the time it is brought to the work site for incorporation into an infrastructure project. In general, the work site is the

location of the infrastructure project at which the iron, steel, manufactured products, and construction materials will be incorporated.

Application of the Buy America Preference by category.

An article, material, or supply incorporated into an infrastructure project must meet the Buy America Preference for only the single category in which it is classified.

Determining the cost of components for manufactured products.

In determining whether the cost of components for manufactured products is greater than 55 percent of the total cost of all components, use the following instructions:

- (a) For components purchased by the manufacturer, the acquisition cost, including transportation costs to the place of incorporation into the manufactured product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (b) For components manufactured by the manufacturer, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (a), plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the manufactured product.

Waivers.

When necessary, the Recipient may apply for, and the USDOT may grant, a waiver from the Buy America preference in this award term.

A request to waive the application of the Buy America preference must be in writing. The USDOT will provide instructions on the waiver process and on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Office of Management and Budget (OMB) Made in America Office.

When the USDOT has made a determination that one of the following exceptions applies, the awarding official may waive the application of the Buy America preference in any case in which the USDOT determines that:

- (1) applying the Buy America preference would be inconsistent with the public interest;
- (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at <https://www.transportation.gov/office-policy/transportation-policy/made-in-america>.

Definitions

“Buy America preference” means the “domestic content procurement preference” set forth in section 70914 of the Build America, Buy America Act, which requires the head of each Federal agency to ensure that none of the funds made available for a Federal award for an infrastructure project may be obligated unless all of the iron, steel, manufactured products, and construction materials incorporated into the project are produced in the United States.

“Component” means an article, material, or supply, whether manufactured or unmanufactured, incorporated directly into: a manufactured product; or, where applicable, an iron or steel product.

“Construction materials” means articles, materials, or supplies that consist of only one of the items listed in paragraph (1) of this definition, except as provided in paragraph (2) of this definition. To the extent one of the items listed in paragraph (1) contains as inputs other items listed in paragraph (1), it is nonetheless a construction material.

(1) The listed items are:

- (i) Non-ferrous metals;
- (ii) Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- (iii) Glass (including optic glass);
- (iv) Fiber optic cable (including drop cable);
- (v) Optical fiber;
- (vi) Lumber;
- (vii) Engineered wood; and
- (viii) Drywall.

(2) Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material.

“Infrastructure” means public infrastructure projects in the United States, which includes, at a minimum, the structures, facilities, and equipment for roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and structures, facilities, and equipment that generate, transport, and distribute energy including electric vehicle (EV) charging.

“Infrastructure project” means any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States regardless of whether infrastructure is the primary purpose of the project. See also paragraphs (c) and (d) of 2 CFR 184.4.

“Iron or steel products” means articles, materials, or supplies that consist wholly or predominantly of iron or steel or a combination of both.

“Manufactured products” means:

- (1) Articles, materials, or supplies that have been:
 - (i) Processed into a specific form and shape; or
 - (ii) Combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.
- (2) If an item is classified as an iron or steel product, a construction material, or a section 70917(c) material under 2 CFR 184.4(e) and the definitions set forth in this section, then it is not a manufactured product. However, an article, material, or supply classified as a manufactured product under 2 CFR 184.4(e) and paragraph (1) of this definition may include components that are construction materials, iron or steel products, or section 70917(c) materials.

“Manufacturer” means the entity that performs the final manufacturing process that produces a manufactured product.

“Predominantly of iron or steel or a combination of both” means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components.

“Produced in the United States” means:

- (1) In the case of iron or steel products, all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) In the case of manufactured products:
 - (i) The product was manufactured in the United States; and
 - (ii) The cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product. The costs of components of a manufactured product are determined according to 2 CFR 184.5, as outlined above in this award term.

- (3) In the case of construction materials, all manufacturing processes for the construction material occurred in the United States. *See* section 2 CFR 184.6 for more information on the meaning of “all manufacturing processes” for specific construction materials.

“Section 70917(c) materials” means cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives. *See* section 70917(c) of the Build America, Buy America Act.