Crescent City Harbor District

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

AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CRESCENT DISTRICT HARBOR DISTRICT AND

AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CRESCENT DISTRICT HARBOR DISTRICT
AND
_____

This Agreement for Professional Services ("Agreement" or "Contract") is made and entered into this [DAY] day of April, 2024, ("Effective Date") by and between the Crescent City Harbor District, a special district organized pursuant to the California Harbors and Navigation Code ("District") and _____ ("Consultant"). District and Consultant are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties."

RECITALS

A. District is in need of professional design services for the following project: Inner Boat Basin Vertical Breakwater Design (the "Project").

B. Consultant is duly licensed and/or has the necessary qualifications to provide such services for the Project.

C. The Parties desire to establish the terms for the District to retain the Consultant in order to provide the services described herein.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services

Consultant shall provide the District with the services described in the Scope of Services attached hereto as Exhibit 'A' and hereby incorporated into this Agreement through this reference ("the Services").; provided, however, that the contents of this Agreement shall supersede any provision in Exhibit 'A' that is inconsistent herewith.

2. Compensation

a. Subject to paragraphs 2(b) - (d) below, District shall pay for the services provided by Consultant in accordance with the Schedule of Charges set forth in Exhibit 'B' attached hereto and hereby incorporated into this Agreement by this reference; provided, however that the contents of this Agreement shall supersede any provision in Exhibit 'B' that is inconsistent herewith.
b. In no event shall the total amount paid for services rendered by Consultant pursuant to this Agreement exceed the sum of $_____. This Agreement is subject to and contingent on budgetary appropriations approved by the District Board of Harbor Commissioners for each fiscal year during the Term of this Agreement. If such appropriations are not approved, the Agreement will be immediately terminated without penalty to the District.

c. Each month during the Term of this Agreement 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) of this Agreement. In the event any charges or expenses are disputed, the invoice shall be returned to the Consultant for correction and resubmission within fifteen (15) calendar days of receipt, excluding holidays.

d. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will remit payment to Consultant within thirty (30) calendar days of receipt of Consultant's invoice; provided however, that untimely invoices may be subject to nonpayment if funding has not been appropriated or budgeted for payment of the invoice due to Consultant's untimely submission. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in the work performed by Consultant.

3. Term of Agreement and Time of Performance

Consultant shall perform its Services hereunder in a prompt and timely manner, and in accordance with the Activity Schedule shown in Exhibit 'C' attached hereto and incorporated into this Agreement by this reference; provided, however, that the contents of this Agreement shall supersede any provisions in Exhibit 'C' that is inconsistent herewith. No work under this Agreement shall commence without prior written authorization from the District. The Term of this Agreement shall be for a period of one (18) months from the Effective Date of this Agreement unless terminated sooner pursuant to the provisions of this Agreement or when the services are complete ("Term"). Such Term may only be extended upon prior written agreement of both District and Consultant.

4. Additional Work

Consultant shall not be compensated for any services outside of the Scope of Services, except as provided in this paragraph. If changes in the work seem merited by Consultant or the District, a change in the Scope of the Services shall be processed by the District in the following manner: (1) a letter outlining the changes shall be forwarded to the District by Consultant with a statement of estimated changes in fee or time schedule, (2) an amendment to this Agreement shall be prepared by the District and executed by both parties before performance of such services, or the District will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

5. Maintenance of Records

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

6. Ownership and Use of Work

All documents and materials prepared pursuant to this Agreement including by way of illustration and not by limitation any reports, data or other documents and materials prepared under this Agreement ("Documents & Data") 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 Documents & Data. All Documents & Data shall be delivered in a reproducible form. As used herein, Documents & Data 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.

If District uses or reuses the Documents & Data on any project other than the Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the District's negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the District upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

7. Findings Confidential

Any reports, information, data or materials given to or prepared or assembled by Consultant under this Agreement are confidential and shall not be made available to any individual or organization by Consultant without prior written approval of District. Confidential information shall not include information or materials that: (1) were, on the effective date of this Agreement, generally known to the public; (2) become generally known to the public after the effective date of this Agreement other than as a result of the act or omission of Consultant; (3) were rightfully known to Consultant prior to receipt from the District; (4) are or were disclosed by District to a third party generally without restriction on disclosure; (5) were lawfully received by Consultant from a third party without that third party's breach of agreement or obligation of trust; (6) are independently developed by the Consultant; (7) were lawfully received by Consultant directly from a client with respect to a specific project or information directly relating to a project; or (8) are requested by any court or government agency pursuant to written court order, subpoena, regulation, or process of law.

8. Conflict of Interest

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

9. Reserved for Later Use

10. 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 nonperforming 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.

11. Compliance with Law

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government. If Consultant's failure to comply with applicable laws, ordinances, codes and regulations results in a claim for damage or liability to District, Consultant shall be responsible for indemnifying and holding the District harmless as provided in this Agreement.

b. Consultant shall assist the District, as requested, in obtaining and maintaining all permits, if any, required of Consultant by federal, state, and local regulatory agencies.

12. 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.

13. Assignment and Subconsultants

Consultant shall not assign, delegate, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the District, which may be withheld for any reason. A consent to one assignment shall not be deemed to be consent to any subsequent assignment. Nothing contained herein shall prevent Consultant from employing independent associates and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder as provided for under this Section 13.

Consultant shall be responsible for the coordination and cooperation of Consultant's subconsultants. All subconsultants hired by Consultant shall be required to meet all of the same standards set forth in this Agreement, unless other standards are approved by the District in writing. All subconsultants retained by Consultant in performance of this Agreement shall be qualified to perform the Services assigned to them, and shall be licensed to practice in their respective professions, where required by law. Unless changes are approved in writing by the District, Consultant's agreements with its subconsultants shall contain a provision making them subject to all provisions stipulated in this Agreement.

14. 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.

15. 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.

16. <u>Insurance</u>

a. <u>Commercial General Liability</u>

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

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

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

iii. Commercial General Liability Insurance must include coverage for the following:

1. Bodily Injury (including death) and Property Damage

2. Personal Injury/Advertising Injury

3. Premises/Operations Liability

4. Products/Completed Operations Liability

5. Aggregate Limits that Apply per Project

6. Explosion, Collapse and Underground (UCX) exclusion deleted

7. Contractual Liability with respect to this Contract

8. Broad Form Property Damage

9. Independent Consultants Coverage

iv. All such policies shall name the Crescent City Harbor District, its Board of Harbor Commissioners and each member thereof, its officers, employees, and agents as Additional Insureds under the policy.

v. The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the District. All deductibles and self-insured retentions must be declared to the District prior to commencing work under this Agreement.

b. Automobile Liability

i. At all times during the performance of the work under this Agreement the Consultant shall maintain Automobile Liability Insurance for bodily injury (including death) and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the District.

ii. Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 0001 (ed. 6/92) covering automobile liability, Code 1 (any auto)

iii. The automobile liability program may utilize deductibles, but not a self-insured retention, subject to written approval by the District.

c. Workers' Compensation/Employer's Liability

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

herein.

ii. Such insurance shall include an insurer's Waiver of Subrogation in favor of the District and will be in a form and with insurance companies acceptable to the District.

iii. If insurance is maintained, the workers' compensation and employer's liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the District.

iv. Before beginning work, the Consultant shall furnish to the District satisfactory proof that he/she has taken out for the period covered by the work under this Agreement, full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof. Consultant shall require all subconsultants to obtain and maintain, for the period covered by the work under this Agreement, worker's compensation of the same type and limits as specified in this Section.

d. Professional Liability (Errors and Omissions)

i. At all times during the performance of the work under this Agreement and for sixty (60) months following the date of Project completion and acceptance by the District, the Consultant shall maintain Professional Liability insurance, in a form and with insurance companies acceptance to the District and in an amount indicated herein; provided, however, that if the work under this Agreement involves environmental pollution risk, Consultant shall Environmental Pollution coverage under the Professional Liability policy.

e. Reserved

i. Reserved.

f. Minimum Policy Limits Required

i. The following insurance limits are required for the Agreement:

	Combined Single Limit
Commercial General Liability	$1,000,000 per occurrence/$2,000,000 aggregate for bodily injury (including death), personal injury and property damage
Automobile Liability	$1,000,000 per occurrence for bodily injury (including death) and property damage
Worker's Compensation	Worker's compensation as required by law

and Employer's Liability	and $1,000,000 per accident for bodily injury or disease
Professional Liability / E & O	$1,000,000 per claim and aggregate (errors and omissions), including Environmental Pollution coverage

.

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.

i. Evidence of Insurance Required

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

j. Policy Provisions Required

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

(ii) General Liability, Automobile Liability, and if required due to pollution risk, Professional Liability Environmental Pollution 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.

k. Qualifying Insurers

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

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

l. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the District, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, the Consultant fails to maintain in full force any insurance required by the Agreement documents the District may terminate the Agreement or may elect to withhold compensation in an amount sufficient to purchase insurance to replace any expired or insufficient coverage.

(iii) The Consultant shall include all subconsultants as insureds under its policies or shall furnish separate certificates and endorsements for each subconsultant. All coverage for subconsultants shall be subject to all of the requirements stated herein.

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

(v) Neither the District, nor its District Board, nor any member of thereof, nor any of the directors, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of the Contract.

17. Indemnification and Hold Harmless

a. To the fullest extent permitted by law, Consultant agrees to indemnify, defend (with independent counsel approved by the District) and hold harmless the District, the California State Coastal Conservancy, and their respective officers, employees and elected and appointed officials, volunteers, and any other person the District has an obligation to indemnify by law or by contract (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, provided that if Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault. 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. The obligations imposed by this paragraph are collectively referred to as the "Indemnity Obligation".

b. For the avoidance of doubt, the Indemnity Obligation includes the following:

To the furthest extent permitted by law, Consultant shall be responsible for indemnifying and holding harmless the California State Coastal Conservancy ("Conservancy"), its officers, agents, and employees from any and all liabilities, claims, demands, damages, or costs, including, without limitation, litigation costs and attorneys' fees, resulting from or arising out of the willful or negligent acts or omissions of the Consultant, its officers, agents, contractors, subcontractors, and employees, or in any way connected with or incident to this Agreement, except for the active negligence of the Conservancy, its officers, agents, or employees or any other of the Indemnified Parties. The duty of the Consultant to indemnify and hold harmless includes the duty to defend as provided in Civil Code section 2778. This Agreement supersedes any right the Consultant may have as a public entity to indemnity and contribution as provided in Gov. Code Sections 895 et seq.

To the furthest extent permitted by law, Consultant waives any and all rights to any type of express or implied indemnity or right of contribution from the State of California, its officers, agents, or employees, for any liability resulting from, growing out of, or in any way connected with or

incident to this agreement. Nothing in this Agreement is intended to create in the public or in any member of it rights as a third-party beneficiary under this Agreement. The obligations in this section "17. INDEMNIFICATION AND HOLD HARMLESS" will survive termination of this Agreement.

18. Confidentiality

Consultant shall keep confidential all information, in whatever form, produced, prepared, observed or received by Consultant to the extent that such information is confidential by law or otherwise required by this Agreement. Confidential information shall not include information or materials that: (1) were, on the effective date of this Agreement, generally known to the public; (2) become generally known to the public after the effective date of this Agreement other than as a result of the act or omission of Consultant; (3) were rightfully known to Consultant prior to receipt from the District; (4) are or were disclosed by District to a third party generally without restriction on disclosure;
(5) were lawfully received by Consultant from a third party without that third party's breach of agreement or obligation of trust; (6) are independently developed by the Consultant; (7) were lawfully received by Consultant directly from a client with respect to a specific project or information directly relating to a project; or (8) are requested by any court or government agency pursuant to written court order, subpoena, regulation, or process of law, in which case Consultant shall give District prior reasonable notice of such request to the extent permitted by law to permit District to oppose such request.

19. Laws, Venue, and Attorneys' Fees

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

20. Termination or Abandonment

a. District may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress.

b. If Consultant fails to perform any material obligation under this Agreement, then, in addition to any other remedies, District may terminate this Agreement immediately upon written notice.

c. If District fails to perform any material obligation under this Agreement, then, in addition to any other remedies, Consultant may terminate this Agreement after thirty (30) days written notice to the District and opportunity to cure.

d. Upon termination of this Agreement, all property belonging to District which is in Consultant's possession shall be returned to District. Consultant shall furnish District with a final invoice for work performed by Consultant. District shall have no obligation to pay Consultant for work performed after termination of this Agreement.

21. Organization

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

22. 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:
Timothy Petrick
CEO/Harbormaster
Crescent City Harbor District
101 Citizens Dock Road
Crescent City, CA 95531

CONSULTANT:

23. Safe Harbor Clause

It is anticipated that this Agreement will be funded pursuant to the following grants or other funding sources:

a. Climate Ready Greenhouse Gas Reduction Fund; California State Coastal Conservancy; May 31, 2023; Citizens' Dock Planning; agreement number 22-145;
b. 2022 Port Infrastructure Development Grant; United States Department of Transportation Maritime Administration; Seawall Replacement Project; agreement number 693JF72344010.

(collectively, the "Funding Agreements", which are incorporated herein by reference as if fully set forth herein). It is the intent of this Agreement that Consultant shall comply with District's obligations under the Funding Agreements and any obligation the District is

obligated to required Consultant to comply with under the Funding Agreements as a condition of this Agreement. Therefore, each and every provision of law and clause required by law or by contract to be inserted in this Agreement, including by way of illustration and not by limitation the Funding Agreements, shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not physically inserted into this Agreement document, or is not correctly inserted into this Agreement document, then upon the application of either Party the Agreement shall forthwith be retroactively and physically amended to make such insertion or correction.

24. 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.

25. Non-discrimination

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

26. Americans with Disabilities Act

By signing this agreement, Consultant certifies that it is in compliance with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C., 12101 et seq.), which prohibits

discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

27. Drug-Free Workplace

The Consultant's signature on this agreement constitutes the certification required by Government Code Section 8355 (Drug-Free Workplace Act of 1990), which requires that all state grantees and their subcontractors provide a drug-free workplace by doing all of the following:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions that will be taken against employees for violations of the prohibition.

b. Establishing a drug-free awareness program to inform employees about all of the following:

i. The dangers of drug abuse in the workplace.

ii. The person's or organization's policy of maintaining a drug-free workplace.

iii. Any available drug counseling, rehabilitation, and employee assistance programs.

iv. The penalties that may be imposed upon employees for drug abuse violations.

c. Requiring that each employee engaged in the performance of the grant be given a copy of the drug-free workplace statement and that, as a condition of employment on the grant, the employee agrees to abide by the terms of the statement.

28. Executive Order N-6-22- Russia Sanctions

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

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

CRESCENT CITY HARBOR DISTRICT: CONSULTANT:

By: Timothy Petrick, CEO/Harbormaster By:

APPROVED AS TO FORM: BEST BEST & KRIEGER LLP

By:
Ruben Duran
District General Counsel

1. **FOR ALL TASKS OF THE PROJECT, ALL CEQA, NEPA, U.S. DOT, MARAD, AASHTO, FHWA, AND OTHER FEDERAL, AND STATE RULES AND REGULATIONS WILL BE FOLLOWED.REQUIRED CONTRACT PROVISIONS IN ACCORDANCE WITH APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.327)**

a. Appendix II to Part 200 (A); Appendix II to Part 200 (B): Remedies for Breach: The parties shall comply with the administrative, contractual, or legal remedies in the Contract Documents for when the Contractor violates or breaches the terms of the Contract and shall comply with the applicable sanctions and penalties as appropriate in the Contract.

b. Appendix II to Part 200 (B): Termination for Cause/Convenience: The parties shall comply with the termination for cause provision and the termination for convenience provision in the Contract.

c. Appendix II to Part 200 (C) – Equal Employment Opportunity: Contractor agrees as follows during the performance of the Contract:

   i. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

   ii. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

iii. Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

iv. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

vi. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vii. In the event of the Contractor's noncompliance with the nondiscrimination clauses of Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. Contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

d. Appendix II to Part 200 (D) – Davis-Bacon Act: When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

e. Appendix II to Part 200 (E) – Contract Work Hours and Safety Standards Act:

i. If this Agreement is in excess of $100,000 and involves the employment of mechanics or laborers, Contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

ii. Overtime Requirements. No contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

iii. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (ii) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (ii) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (ii) of this section.

iv. Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (iii) of this section.

v. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (ii) through (v) of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (ii) through (v) of this Section.

f. <u>Appendix II to Part 200 (F) – Rights to Inventions Made Under a Contract or Agreement:</u>

i. If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by the Federal awarding agency.

ii. The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

g. Appendix II to Part 200 (G) – Clean Air Act and Federal Water Pollution Control Act: If this Contract is in excess of $150,000, Contractor shall comply with all applicable standards, orders, or requirements issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

i. Pursuant to the Clean Air Act, (1) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., (2) Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Contractor agrees to include these requirements in each subcontract exceeding $150,000.

ii. Pursuant to the Federal Water Pollution Control Act, (1) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., (2) Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Contractor agrees to include these requirements in each subcontract exceeding $150,000.

h. Appendix II to Part 200 (H) – Debarment and Suspension: A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

i. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or

disqualified (defined at 2 C.F.R. § 180.935).

ii. Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by City. If it is later determined that Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the Agreement. The Contractor further agrees to include a provision requiring such compliance in its subcontracts.

v. Contractor warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs. Contractor also agrees to verify that all subcontractors performing work under this Agreement are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. Contractor further agrees to notify the City in writing immediately if Contractor or its subcontractors are not in compliance during the term of this Agreement.

i. Appendix II to Part 200 (I) – Byrd Anti-Lobbying Act: If this Contract is in excess of $100,000, Contractor shall have submitted and filed the required certification pursuant to the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1353). If at any time during the Contract term funding exceeds $100,000.00, Contractor shall file with the City the Federal Standard Form LLL titled "Disclosure Form to Report Lobbying." Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

j. Appendix II to Part 200 (J) – §200.323 Procurement of Recovered Materials:

i. Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement.

ii. In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or At a reasonable price.

iii. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

iv. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

k. <u>Appendix II to Part 200 (K) – §200.216 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment:</u>

i. Contractor shall not contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system funded under this Agreement. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(1) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(2) Telecommunications or video surveillance services provided by such entities or using such equipment.

(3) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

ii. See Public Law 115-232, section 889 for additional information.

l. Appendix II to Part 200 (L) – §200.322 Domestic Preferences for Procurement:

i. Contractor shall, to the greatest extent practicable, purchase, acquire, or use goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts.

ii. For purposes of this section:

(1) "Produced in the United States'' means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products'' means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

2. SMALL AND DISADVANTAGED BUSINESS REQUIREMENTS

a. Contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

b. Affirmative steps must include:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's

business enterprises; and

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

3. BUY AMERICA PREFERENCE (BUILD AMERICA, BUY AMERICA ACT)

Construction materials used in the Project are subject to domestic preference requirement at § 70914 of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtitle A, 135 Stat. 429, 1294 (2021), as implemented by OMB, USDOT, and FHWA. Contractor acknowledges that this Contract is neither a waiver of § 70914(a) nor a finding under § 70914(b).

Under 2 C.F.R. § 200.322, as appropriate and to the extent consistent with law, the Contractor shall provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts including all contracts and purchase orders for work or products under this contract.

For purposes of this section:

(1)"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2)"Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Exhibit A- Scope of Services

Exhibit B- Schedule of Charges

Exhibit C- Activity Schedule