



San Rafael Bus Facility Water Line
Modifications Engineering Design Services
RFQ/RFP No. 2026-BT-011

REQUEST FOR STATEMENT OF QUALIFICATIONS AND PROPOSALS (RFQ/RFP)

Issued: June 16, 2026

Due Date: July 14, 4:00 p.m. Pacific Time

The Golden Gate Bridge, Highway and Transportation District (District) plans to install a new potable water service and make modifications to the existing water service at its San Rafael Bus Facility, located at 1011 Andersen Drive, San Rafael, CA, 94901. The District's San Rafael Bus Facility was constructed in 1972 on an approximately 15 acre site, and includes the District Administration Building, Bus Administration Building, Heavy Duty Shop, Maintenance Shop, HR Training trailers, Body Shop, Fuel Island, and Wash Rack. Refer to the figures in RFQ/RFP **Exhibit 1, Location and Description of the Project.**

The District is seeking Statements of Qualifications and Proposals (SOQ&P) from qualified engineering firms (Consultant) to provide water distribution design and permitting services necessary for the water line modifications including water line sizing and design, distribution line design, backflow device design, permitting, production of plans, specifications, construction schedule and cost estimate for the necessary modifications at the San Rafael Bus Facility.

I. SUBMITTAL OF SOQ&P

SOQ&P's must be uploaded to the District's Procurement Portal at <https://ggbhtd.bonfirehub.com> by July 14, 2026, at 4:00 p.m., Pacific Time. The time the SOQ&P is successfully uploaded on to the District's Procurement Portal is the official time the proposal is received by the District. Proposals received after **July 14, 2026 at 4:00 p.m., Pacific Time** will not be considered. The District is not responsible for any delayed proposal submissions for any reason or for any damages associated with late proposal submissions. A pre-proposal meeting will be held on Tuesday, **June 30, 2026, at 10:00 a.m., Pacific Time**, in the San Rafael Administration Building Conference Room, 1011 Andersen Drive, San Rafael, CA. A project site tour will be conducted immediately after the meeting. While this meeting is not mandatory, attendance by firms proposing as Prime Consultant is highly recommended. Parties planning to

attend the pre-proposal meeting shall notify the District 24 hours prior to attending either event by contacting mmartin@goldengate.org.

Hard copy submissions will NOT be accepted. Hard copies received will be returned (unopened) to proposers without consideration. Submission of a SOQ&P shall constitute a firm offer to the District for 90-days from the submission deadline for SOQ&Ps. The RFQ/RFP does not commit the District to awarding a Professional Services Agreement (PSA), to paying any costs incurred in the preparation of the proposal for this request, or to procuring or contracting for services. The District reserves the right to cancel in whole or in part this RFQ/RFP, reject any and all SOQ&Ps, to accept the SOQ&P it considers most favorable to District's interest in its sole discretion, and to waive any irregularities or informalities in any SOQ&P or in the RFQ/RFP procedures. The District further reserves the right to reject all SOQ&Ps and seek new SOQ&Ps when such procedure is considered by it to be in the best interest of the District.

II. SCHEDULE OF CONSULTANT SELECTION

Proposers shall use the following milestones and due dates as the basis for developing their SOQ&Ps:

MILESTONE	DUE DATE
Pre-Proposal Meeting	June 30, 2026
Deadline for submitting questions concerning this RFQ/RFP	8 days before the SOQ&P due date
Submit SOQ&P (Note: Do not include a cost proposal with this submission.)	July 14, 2026
Notification of Initial Ranking of SOQ&Ps	Week of July 20, 2026
Consultant Interviews and Submittal of: <ul style="list-style-type: none">•Sealed Cost Proposals•Sealed Executed Non-Disclosure Agreements (NDA), Exhibits A to the NDA, and copies of IDs by Proposers and sub-proposers	Week of August 3, 2026
Notification of Final Proposer Ranking	Week of August 10, 2026
Contract & Cost Negotiations	Week of August 17, 2026
Recommend Award of PSA	September 2026
PSA Execution	September 2026
Notice to Proceed	October 2026

The above listed dates are subject to revisions by District if District, at its sole discretion, determines that such revisions are necessary.

III. SOQ&P CONTENT

Your SOQ&P shall address the scope of services and personnel qualifications listed in RFQ/RFP **Exhibit 2, Scope of Services**, and RFQ/RFP **Exhibit 8, Professional Services Agreement (PSA)**, of this RFQ/RFP and shall include, at a minimum, the following:

1. A letter accompanying the SOQ&P providing the names, titles, work addresses and telephone numbers of individuals with the authority to negotiate and contractually bind the Proposer. The letter shall confirm that the Proposer does not have any interest that would present a conflict of interest as described in Section 14, *Conflict of Interest*, of **Exhibit 8, Professional Services Agreement**, and that the Proposer will comply with District's conflict of interest requirements. Also, the Proposer shall include any disclosures required under Section XV, *The Levine Act*, below. Similar letters from all sub-proposers, if any, shall be included with your SOQ&P.
2. A Statement of Qualifications substantiating the following:
 - A. Proposer's track record in successfully performing design of water distribution lines including repair and replacement similar to size and complexity under this contract. Provide a minimum of three (3) client references.
 - B. Identification of the Contract Manager, Lead Engineer, and all other key technical personnel.
 - C. Management, quality, and cost control methods utilized by the Proposer to fulfill obligations under the contract with District.
 - D. Knowledge of public agencies and utility companies and experience in coordination of services with public agencies and utility companies, including the City of San Rafael and the Marin Municipal Water District (MMWD).
3. A Proposal for the Services containing the following:
 - A. Location of the office responsible for administering the contract with the District.
 - B. Resumes of persons proposed to fulfill responsibilities of the Contract Manager, Lead Engineer, permitting lead, and all other technical project personnel. Resumes need not be provided for administrative staff. If not already included in the resumes, please describe the proposed personnel's demonstrated capability and successful track record on similar or related projects.
 - C. An Organizational Chart showing the proposed relationships between the District and the Proposer's personnel.
 - D. Description of the proposed responsibilities of each person on the Organizational Chart.
 - E. Description of the approach and methodology to be used to provide the required services listed in **Exhibit 2, Scope of Services**.
 - F. A list of all deliverables to be rendered as outlined in **Exhibit 2, Scope of Services**, and **Exhibit 8, PSA**.
 - G. A bar chart schedule for completion of services.
 - H. Time commitment and availability of the assigned personnel.
4. The following completed forms:

- A. Acknowledgment of Insurance Requirements enclosed as **Exhibit 3**.
 - B. Acknowledgment of Addenda enclosed as **Exhibit 4**.
 - C. Prime Consultant and Subcontractor/Subconsultant/Supplier Report enclosed as **Exhibit 7**.
 - D. SBE Goal Declaration enclosed as **Exhibit 9**.
 - E. Small Business Enterprise Affidavit of Size enclosed as **Exhibit 10**.
 - F. Description of the Selection Process of Subcontractors/Subconsultants/Suppliers enclosed as **Exhibit 6**.
 - G. Lobbying Certification for Contracts Grants, Loans and Cooperative Agreements enclosed as **Exhibit 12**.
 - H. Form SF-LLL, Disclosure of Lobbying Activities enclosed as **Exhibit 13**.
- 5. Any other information that is considered pertinent.
 - 6. If a Proposer desires any modifications to the form of the PSA (RFQ/RFP **Exhibit 8**), the proposed modifications must be submitted for consideration with its SOQ&P. Otherwise, the Proposer will be deemed to have accepted the form of PSA.
 - 7. **Proposers invited to interviews only** shall furnish, on the date of the interview, the following documents:

In a sealed envelope marked *Cost Proposal for RFQ/RFP No. 2026-BT-011, San Rafael Bus Facility Water Line Modifications Engineering Design Services*, and plainly endorsed with Proposer's name and address, a cost proposal using the format shown in **Exhibit 5**. Sub-proposers' cost proposals shall be submitted in the same format as the Prime Proposer's cost proposal. The cost proposal of each sub-proposer shall be then carried over as a line item onto the Prime Proposer's cost proposal.

IV. RFQ/RFP ADDENDA

District at its sole discretion, may amend this RFQ/RFP by issuing written addenda to the RFQ/RFP. Such addenda will be posted on the District Procurement Portal at <https://ggbhtd.bonfirehub.com>.

To download and respond to posted solicitations, Proposer's are required to register on the District's Procurement Portal. Once registered the documents may be downloaded. Click on the "Open Public Opportunities" page, click View Opportunity next to the desired project. The District Procurement Portal will issue notices when documents are posted to the project, however, it is the responsibility of the Proposer's to check the District's Procurement Portal for any Addenda that may be issued relative to this RFQ/RFP.

Proposers shall acknowledge receipt of all addenda by inserting the Addendum number in the space provided on RFQ/RFP **Exhibit 4, Acknowledgement of Addenda**, of the Request for Proposal. Failure to do so may cause the DISTRICT to deem the proposal as being unresponsive.

V. BUSINESS OPPORTUNITY PROGRAM

The District has implemented a Business Opportunity Program (Program) that includes its Disadvantaged Business Enterprise (DBE) Program and Small Business Enterprise (SBE)

Element, as required in 49 C.F.R. Part 26. The District hereby notifies all Proposers that it is the policy of the District to ensure nondiscrimination on the basis of race, color, national origin, or sex in the award and administration of contracts. Proposers are directed to carefully review Section 16, Business Opportunity Program, of **Exhibit 8, Professional Services Agreement**, which sets forth requirements related to the District's Business Opportunity Program. By submitting proposals, Proposers certify to the assurances set forth therein and agree to be bound by their terms.

Proposers are strongly encouraged to obtain SBE participation on this project. An SBE contract-specific goal of **5.5%** has been established for this contract.

Proposers are advised that the District has analyzed the data regarding the portions of work that could be subcontracted out to SBEs and whether SBEs are available to perform those types of work. The sub consulting opportunities include, but are not limited to the water line modifications design, utility surveying, backflow preventer design, and preparation of any required permit applications associated with the work. Proposers are provided this information to facilitate consideration of small businesses for subcontracting opportunities.

Proposers are required to document the process used to solicit and select subcontractors/subconsultants/suppliers to ensure that this process is carried out in a nondiscriminatory manner. Documentation must be submitted in the format shown on **Exhibit 6, Description of the Selection Process of Subcontractors/Subconsultants/Suppliers** and **Exhibit 7, Prime Consultant and Subcontractor/Subconsultant/Supplier Report**. In addition, submit proof of SBE certification for your firm, if applicable, and for any SBE subcontractors/subconsultants/suppliers proposed for this Project. Where applicable, proposers must also submit a Small Business Enterprise Affidavit of Size, **Exhibit 10**, for all SBE firms (prime and subcontractors).

For SBE questions or assistance, contact Artemisé Davenport, Manager of SBE Compliance Programs, at (415) 257-4581.

VI. PREVAILING WAGES

To the extent applicable, CONSULTANT shall comply with California Labor Code Sections 1770 to 1780, inclusive, and all Federal, State, and local laws and ordinances applicable to the work. In accordance with Section 1775, CONSULTANT shall forfeit as a penalty an amount determined by the Labor Commissioner not to exceed Two Hundred Dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than stipulated prevailing wage rates for such work. In addition, in the event of such underpayment, CONSULTANT shall pay the difference between the stipulated prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was underpaid. The CONSULTANT can obtain the general prevailing rate of per diem wages and the prevailing rate for holiday and overtime work applicable to the work to be done from the Department of Industrial Relations' website at <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>, or from the DISTRICT's Administrative Office. When prevailing wages apply to the services described in the scope of work, transportation

and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR), as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by DISTRICT's Contract Manager. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

VII. SCOPE OF SERVICES AND QUALIFICATIONS OF CONSULTANT'S PERSONNEL

The scope of services and personnel qualifications to be provided by the selected Consultant are presented in **Exhibit 2, *Scope of Services*** and **Exhibit 8, *Professional Services Agreement (PSA)***.

District, in its sole discretion, may consider other evidence of the qualifications and capabilities of the Proposer's team members to offset minor shortfalls in meeting the minimum experience requirements set forth in **Exhibit 8, *Professional Services Agreement***.

The personnel proposed by the Proposer to perform work under a PSA resulting from this RFQ/RFP shall fulfill qualifications requirements specified in Section 10, *Consultant's Personnel*, of the PSA.

VIII. CONSULTANT SELECTION PROCESS

The Consultant selection process will consist of the following steps:

1. Ranking of SOQ&Ps.
2. Interviews of top ranked firms and Ranking of Proposers.
3. Contract and Cost Negotiations with the top-ranked Proposer.

STEP 1 – SOQ&P Ranking

Proposers will be ranked based on the following criteria:

1	FIRM'S QUALIFICATIONS	20
	<ul style="list-style-type: none">• Qualifications and experience of the firm relevant to the scope of services to be provided under a contract resulting from this RFQ/RFP.	
	<ul style="list-style-type: none">• Management and scheduling abilities.	
	<ul style="list-style-type: none">• Ability to provide qualified staff to meet project schedule.	
	<ul style="list-style-type: none">• Quality and cost control methods.	
2	TEAM QUALIFICATIONS AND EXPERIENCE	40
	<ul style="list-style-type: none">• Qualifications and experience of the proposer Team's Contract Manager, Lead Engineer, and entire team relevant to the scope of services to be provided under a contract resulting from this RFQ/RFP.	

	<ul style="list-style-type: none"> • Demonstrated capability and successful track record of Proposer's personnel on similar or related projects. 	
	<ul style="list-style-type: none"> • Organization of the team in relation to work assignments 	
	<ul style="list-style-type: none"> • Time commitment (availability) of the personnel assigned to the project. 	
3	PROJECT UNDERSTANDING AND APPROACH	40
	<ul style="list-style-type: none"> • Understanding and methodology of providing services indicated in this RFQ/RFP. 	
	<ul style="list-style-type: none"> • Understanding and knowledge of the critical aspects of the project and challenges of balancing project objectives with priorities of affected agencies. 	
	<ul style="list-style-type: none"> • Effectiveness of methods, procedures, and proposed plan for coordinating work. 	
	<ul style="list-style-type: none"> • Knowledge of public agencies and utility companies and experience in coordination of services with various agencies. 	
	MAXIMUM TOTAL POINTS	100

District reserves the right to request additional information for clarification of the submitted SOQ&Ps and to conduct reference checks.

STEP 2 – Interviews and Ranking of Proposers

The Proposers who submitted the three (3) top-ranked SOQ&Ps may be invited for interviews. The evaluation criteria for assigning the maximum score of 100 points will be as in STEP 1. District, at its sole discretion, reserves the right to conduct interviews and reference checks and consider them in the ranking of Proposers. If the District determines to consider interviews and reference checks, the initial ranking of the SOQ&Ps will no longer be taken into consideration and the new ranking (taking into account interviews and reference checks) will be used to determine the top-ranked firm.

STEP 3 – Contract and Cost Negotiations

After the Proposer Ranking has been determined and issued by District, District will open the cost proposal from the **top-ranked Proposer from Step 2 only**. District may accept the cost proposal of the top-ranked Proposer without negotiation or may enter into negotiations with that Proposer.

If the negotiations with the top-ranked Proposer are unsuccessful, District will terminate the negotiations with that Proposer and may enter negotiations with the next-highest-ranked Proposer from Step 2 or, at its sole discretion, District may reject all remaining SOQ&Ps. If negotiations with the second-ranked Proposer are also not successful, District may repeat the negotiation process with the next-highest-ranked Proposer or, at its sole discretion, District may reject all remaining SOQ&Ps.

IX. CONFIDENTIALITY

The California Public Records Act (Cal. Govt. Code Sections 6250, *et seq.*) mandates public access to government records. Therefore, unless the information is exempt from disclosure by law, the content of any request for explanation, exception or substitution, response to this RFQ/RFP, or any other written communication between District and Proposer shall be available to the public.

If the Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that District withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Proposer may not designate its entire Proposal as confidential.

If Proposer requests that District withhold from disclosure information identified as confidential and District complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless District from and against all damages (including but not limited to attorneys' fees that may be awarded to the party requesting the Proposer information), and pay any and all cost and expenses related to withholding Proposer information. Proposer shall not make a claim, sue, or maintain any legal action against District or its directors, officers, employees, or agents in connection with the withholding from disclosure of Proposer information.

If the Proposer does not request that District withhold from disclosure information identified as confidential, District shall have no obligation to withhold the information from disclosure and may release the information sought without liability to the District.

X. AWARD OF CONTRACT

After successful completion of the contract negotiations, a recommendation for award of a Professional Services Agreement resulting from this RFQ/RFP will be sent to District's Board of Directors for consideration and action. After Board of Director's approval of the PSA award to Proposer, Proposer and District may execute a PSA.

XI. PROPOSAL PROTEST PROCEDURES

It is the policy of District to consider fully and adjudicate promptly protests filed by prospective Proposers relating to the District's Consultant Selection procedure, RFQ/RFP requirements, or award of Contract. Protests will be processed in accordance with District's written protest procedures. Proposer's failure to follow these written protest procedures may result in rejection of the protest by District. The protest procedures are available for inspection at the Office of the District Secretary.

Protests based upon restrictive RFQ/RFP requirements or alleged improprieties in the Consultant Selection procedure or RFQ/RFP requirements that are apparent or reasonably should have been discovered prior to the RFQ/RFP submission due date shall be filed in writing with the Office of the District Engineer not later than five (5) calendar days before the RFQ/RFP due date. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

Protests based upon the recommendation for award of the Contract shall be submitted in writing to the Secretary of the District within forty-eight (48) hours of receipt of notification from District regarding the award recommendation submitted for consideration to the Board of Directors. The protest must clearly specify in writing the grounds and evidence on which the protest is based. To file a protest, submit one (1) hard copy to Ms. Amorette M. Ko-Wong, Secretary of the District, to the following address:

Office of the District Secretary
Golden Gate Bridge, Highway and Transportation District
P.O. Box 29000, Presidio Station
San Francisco, CA 94129-9000

or by delivery to: Office of the District Secretary
Toll Plaza Administration Building
Golden Gate Bridge Toll Plaza
San Francisco, California 94129-0601

XII. EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT (PSA)

The selected Consultant will be required to execute a PSA with District. A copy of a general form of such agreement is enclosed for your review as RFQ/RFP **Exhibit 8** so that Proposers have an opportunity to review the terms and conditions that will be included in the PSA. **If a Proposer desires any modifications to the form of the PSA, the proposed modifications must be submitted for consideration with its SOQ&P. Otherwise, the Proposer will be deemed to have accepted the form of the PSA.**

Your attention is directed to the following sections of the PSA:

1. Section 13, *Insurance Provisions*. This section specifies types and amounts of insurance that the Consultant will be required to maintain under the Contract with the District.
2. Section 14, *Conflict of Interest*. Consultant's compliance with the District's *Conflict of Interest policy* described in this section will be required at all times throughout this engagement.
3. Section 16, *Business Opportunity Program*.
4. Section 20, *Allowable Costs and Payments*. Payment under a contract resulting from this RFQ/RFP will be based on actual cost of a not-to-exceed amount plus fixed fee.

XIII. EX PARTE COMMUNICATION

In the context of this RFQ/RFP, an "ex parte communication" is any communication between a Proposer (or the Proposer's representative) and District's General Manager, Board Member, officer, or employee, regardless of who initiates the communication, other than as part of the formal procurement process specified herein, before District issues a Notice to Proceed.

Proposers and Proposers' representatives may not communicate, including but not limited to orally, via email, or in writing, with an officer, director, employee, or agent of District, with the exception of the Secretary of the District regarding this RFQ/RFP until after a Notice to Proceed has been issued by District. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of District during a public meeting.

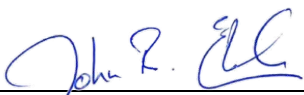
XIV. THE LEVINE ACT

The Levine Act (Government Code Section 84308) is part of the Fair Political Practices Act that applies to elected or appointed officials, including District Board members. The Levine Act prohibits any District Board Member from participating in or influencing the decision on awarding a contract with District to anyone who has contributed five hundred (\$500.00) dollars or more to the Board Member within the previous twelve (12) months. The Levine Act also requires a member of District Board who has received such a contribution to disclose the contribution on the record of the proceeding. In addition, District Board Members are prohibited from soliciting or accepting a contribution from a party applying for a contract while the matter of awarding the contract is pending before District or for twelve (12) months following the date a final decision concerning the contract has been made.

Proposers must disclose on the record any contribution of five hundred (\$500.00) dollars or more that they have made to a District Board Member within the twelve-month period preceding submission of your Proposal. This duty applies to your company, any member of your team, any agents for you or other team members and to the major shareholders of any closed corporation that is part of your team. If you have made a contribution that needs to be disclosed, **you must include this information with your SOQ&P.**

XV. QUESTIONS

Questions concerning this RFQ/RFP shall be submitted in the District Procurement Portal at <https://ggbhtd.bonfirehub.com> by clicking on the Opportunity Q & A tab of the message section of the project page. The questions shall be submitted as soon as possible, but no later **than eight (8) calendar days** before the proposal due date. The District Procurement Portal will issue notices when documents are posted to the project, however, it is the responsibility of the Proposer to check the District's Procurement Portal for any documents that may be issued relative to this RFQ/RFP.



John R. Eberle, P.E.
District Engineer

XVI. LIST OF EXHIBITS

- Exhibit 1: Location and Description of the Project
- Exhibit 2: Scope of Services
- Exhibit 3: Acknowledgment of Insurance Requirements
- Exhibit 4: Acknowledgment of Addenda
- Exhibit 5: Cost Proposal Forms (to be completed and submitted in a separate sealed envelope at the interviews)
- Exhibit 6: Description of the Selection Process of Subcontractors/Subconsultants/Suppliers
- Exhibit 7: Prime Consultant and Subcontractor/Subconsultant/Supplier Report
- Exhibit 8: Professional Services Agreement and Exhibits
- Exhibit 9: SBE Goal Declaration
- Exhibit 10: Small Business Enterprise Affidavit of Size
- Exhibit 11: Notice to Proposers, Business Opportunity Program – SBE Program Element
- Exhibit 12: Lobbying Certification for Contracts Grants, Loans and Cooperative Agreements
- Exhibit 13: Form SF-LLL, Disclosure of Lobbying Activities

LOCATION AND DESCRIPTION OF THE PROJECT

PROJECT LOCATION

The Golden Gate Bridge, Highway and Transportation District's (District) Bus Division operates commuter bus service out of four (4) dispatch, parking, and maintenance facilities, namely, the San Rafael Bus Facility, the Novato Bus Facility, the Santa Rosa Bus Facility and the San Francisco Bus Facility.

The San Rafael Facility is located at 1011 Andersen Drive, San Rafael, CA, 94901. See Figures 1 and 2 for Project Location Map and Site Map.

PROJECT DESCRIPTION

The San Rafael Bus Facility is the District's primary bus facility where the majority of the bus maintenance activities occur and where many of the District's administrative staff work. The facility was constructed in 1972 and sits on an approximately 15 acre site. There are multiple structures on the site including the District Administration Building, Bus Administration Building, Heavy Duty Shop, Maintenance Shop, HR Training trailers, Body Shop, Fuel Island, and Wash Rack.

The entire site's potable water is supplied from an existing 8-inch diameter water distribution line that is connected to the Marin Municipal Water District's (MMWD) 12-inch transmission pipeline located along Andersen Drive. Multiple branch lines connect to the 8-inch line and supply potable water to each of the site's facilities. There are also four (4) fire hydrants located within the site. Prior to the 1972 site development, MMWD installed the 8-inch diameter distribution line, fire hydrants, water meters, and Post Indicator Valves (PIV) for domestic water and fire protection connections. In 2002, MMWD abandoned all the water meters inside the facility and installed an 8"x 2" dual purpose water meter at Andersen Drive and dedicated the onsite system to the District. The 8"x 2" dual purpose water meter is currently serving the entire facility. The District now desires to separate the different facility distribution lines from the main 8-inch fire hydrant line by installing a new service line from the 12-inch MMWD transmission pipeline. The District also desires installing reduced-pressure principal backflow preventers for the existing 8-inch line and the new service line.

The District is seeking proposals from qualified civil engineering firms to provide site investigations, design and permitting services for constructing a new water service line and distribution system at the site to replace the existing 8-inch line. The services will include performing an existing utilities site survey and confirmation survey of the existing site water distribution system, separating the existing building and facility water supplies from the existing 8-inch water, designing a new water service system for the existing buildings and facilities, designing new backflow preventers for the existing 8-inch line and the new service line, assisting with securing construction permits. preparing plans, technical

specifications, construction cost and time estimates, and assisting with the preparation of bid documents for a construction project to perform the work (the “Work”).

The Work consists of several components, which are further described in Exhibit 2, *Scope of Services*.

PROJECT FUNDING

The San Rafael Bus Facility Water Line Modifications Engineering Design Services project is 100% District funded.

PROJECT ADMINISTRATION AND COORDINATION

The District as the owner of the San Rafael Bus Facility is the administrative agency for this Project. The Project administration, including advertising for consulting proposals and construction bids and contract award by the District, is required to comply with the District’s contracting rules and procedures.

TIME OF SERVICES

The District seeks to have the design and permitting services completed within nine (9) months of the effective date of the Notice to Proceed, which time includes a ninety (90) day duration for advertising and awarding a construction contract. The District is open to considering an alternate timeframe and requests proposers to include in their proposals their estimate of the time necessary to complete the services.

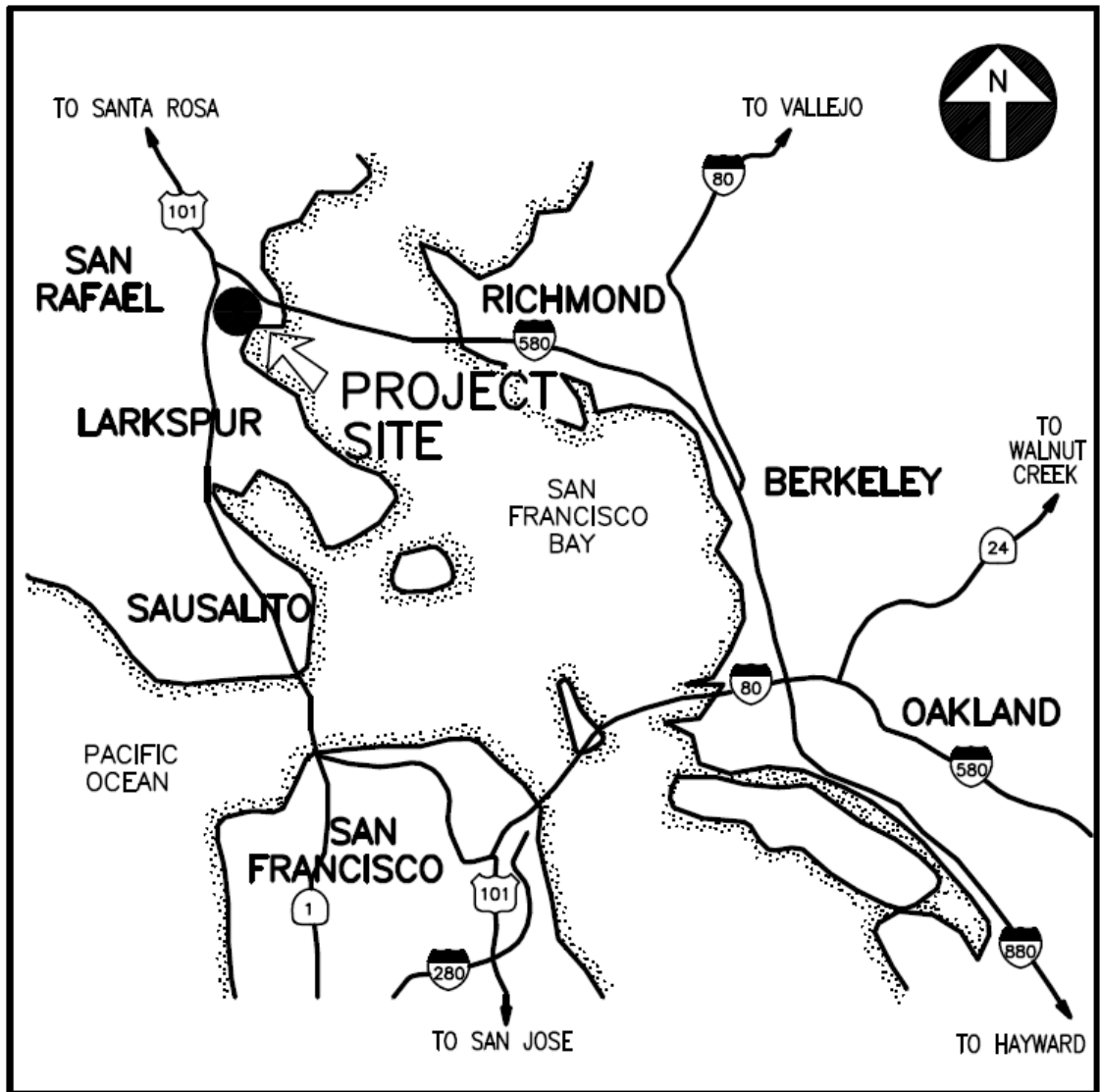


Figure 1 – Project Location Map



Figure 2 – San Rafael Bus Facility Site Map

SCOPE OF SERVICES

I. SCOPE OF SERVICES

Under a Professional Services Agreement (PSA) with the Golden Gate Bridge, Highway and Transportation District (District) resulting from this RFQ/RFP and in coordination with the District's Contract Manager, Consultant shall perform the tasks listed below, and any other tasks necessary to complete the design services, preparation of plans, specifications and cost estimate for the Project.

1. Design of water distribution piping replacement system, including pipe size and material, beginning at the MMWD 12" diameter transmission pipeline along Andersen Drive to the point of ending at the existing connections to the 8" diameter distribution pipeline for each building's facilities, as shown on Figure 3.
2. Utility research, field visits, field surveys, and base mapping.
3. Marking and locating existing utilities within the District's property.
4. Design of reduced-pressure principal backflow preventers for the existing 8" meter and for the new water pipeline meter.
5. Preparation of 30%, 65%, 90%, 100% and issued for bid Plans, Specifications, and Cost and Time Estimate (PS&E).
6. Preparation of all required permit application and agency notifications and assisting the District in procuring all required permits associated with the water pipeline replacement.
7. Provide Bid Support, including preparing draft responses to bidder questions, attending a pre-bid meeting, preparing if necessary revised drawings and specifications for an addendum as a result of bidder inquiries, preparing a bid review with summary spreadsheet comparing bid amounts to the cost estimate, and preparing a recommendation on the bid.
8. Project Management.
9. Participating in coordination and progress meetings with the District.

The selected Consultant will be required to provide the following scope of services:

A. Project Start-up & Site Investigation

1. Attend a project kick-off meeting with the District. Discuss the project intent and scope, budget and schedule, communication protocols, coordination, reporting and deliverables. Discuss necessary permits and authorizations.
2. Review all data pertinent to the project as provided by the District, including as-built drawings, topographic survey, control survey, boundary and right of way information.
3. Conduct applicable surveys and investigations including soil testing, utility and boundary surveys.
4. Visit the project site to complete a visual inventory of the existing conditions

- and adjacent off-site impacts.
5. Review applicable permit requirements and compliance with all applicable codes, regulations, specifications and guidelines.
 6. Review the environmental standards and geotechnical standards for design of piping system replacement.

B. Preliminary Design

1. Develop and submit to District preliminary design concepts for installation of new water line from the MWWD 12" main transmission line to each of the existing bus facilities and for maintaining fixtures at existing connections from the 8" distribution line.
2. Attend one meeting with District Staff to present & discuss the preliminary design concepts. Discuss permitting requirements for and the implications of these requirements on the project schedule.
3. Incorporate District comments into revised design concept and submit to District.
4. Attend one meeting with District Staff to present revised design concepts.
5. Finalize Conceptual Design Plan.
6. Develop Order of Magnitude Budget for project construction.
7. Proceed with the Design Development phase incorporating District comments into the design.

C. Design Development

1. Prepare a refined CADD base plan.
2. Develop a 30% level Design Development Package which will at a minimum include the following:
 - a. Cover Sheet
 - b. General Plan
 - c. Existing Site Plan
 - d. Existing Utilities Plan
 - e. New Piping System Layout Plan
 - f. Backflow Preventer Layout Plan
 - g. Trenching and Pavement Restoration Plan
 - h. Soil testing results
 - i. Traffic Control Plan
 - j. Draft Plumbing Plan List
 - k. Draft Project Specifications List
 - l. Draft construction sequence and staging areas
 - m. Statement of Probable Construction Costs.
3. Determine permits and regulatory agency approvals, if any, required based on the 30% level Design and submit letter report describing each.
4. Submit 30% Package (one electronic copy) to the District for review, comments and approval to proceed to Construction Documentation.
5. Participate in one meeting with District to present the Design Development Package

and review its contents.

D. Construction Documentation

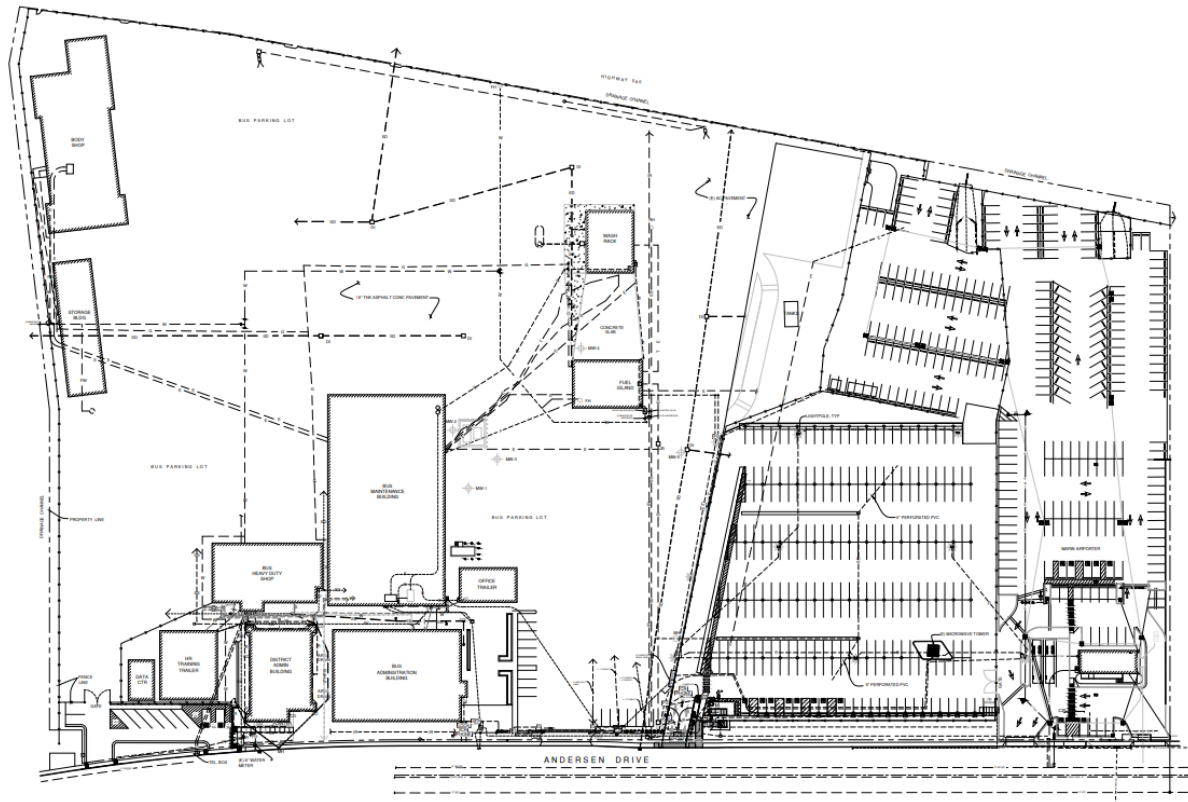
1. Upon receiving comments from the District, incorporate comments into the documents.
2. 65% Submittal Package
 - a) Advance drawings and details to a 65% construction document level. The following drawings must be provided:
 - 1) Cover/Signature Sheet
 - 2) Existing Conditions Plan
 - 3) Existing Utilities Plan
 - 4) Piping System Layout Plan & Elevation
 - 5) Piping System Details
 - 6) Trenching and Pavement Restoration Details
 - 7) Soil Testing Results
 - 8) Traffic Control Details
 - b) Technical Specifications
 - c) Construction Sequence and Staging Areas
 - d) Statement of Probable Construction Costs
 - e) Review and Quality Control (QC).
 - f) Design calculations for the new waterline and all water line connections.
3. Submit 65% Package (one electronic copy) to the District for review, comments and approval to proceed to 90% submittal.
4. Prepare draft permit applications and regulatory agency documents, if any, will be required based on the 65% level Design.
5. Participate in one meeting with the District to review the 65% package comments.
6. 90% / Plan Check Submittal Package
 - a) Review 65% comments and incorporate into the 90% PS&E package.
 - b) Advance drawings and details to a 90% construction document level.
 - c) Revise draft permit applications and submittals to address District comments and resubmit.
7. Submit 90% Package (one electronic copy) to the District for review, comments and approval to proceed to 100% submittal.
8. Participate in one meeting with the District to review the 90% package comments.
9. 100% / Final Submittal Package
 - a) Review 90% submittal comments and incorporate into the 100% PS&E package.
 - b) Make revisions to drawings, specifications, and cost estimate to incorporate comments.

- c) Final Review Quality Control (QC).
 - d) Submittal Preparation and coordination. One stamped and signed set of plans and specifications will be provided for bidding and construction purposes.
10. Submit 100% Issued for Bid Package (one electronic copy) to the District.
- E. Permits** – Prepare draft permit applications and regulatory agency submittals, if any, and submit to the District for review and comments. Revise permit applications and submittals to address District comments and resubmit. Assist the District with submission of final permit applications and submittals to regulatory agency(ies). Respond to agency comments and resubmit for final permit approval.
- F. Schedule** – Prepare a timeline for completion of the Work items described in this Section.
- G. Meetings** – The District shall assemble a project team comprised of staff from the District. The Consultant shall establish a regular coordination meeting schedule with the District’s project team to review and discuss project status, progress, and budget. The meetings shall initially occur every two weeks, and may be less frequent as the project progresses, but no less than monthly. The Consultant shall prepare all materials needed for the meetings including agendas, and shall take notes and prepare meeting minutes. Meetings shall be held at the District offices or via video conference as agreed between the parties.

The above scope of work does not include construction support services. If the project advances to construction, the District will amend the PSA to include construction support services.

Proposers’ attention is directed to the following sections of **Exhibit 8**, Professional Services Agreement, of this RFP, for additional requirements regarding the scope of design services:

- Section 2, Scope of Services.
- Section 3, Schedule and Time of Completion.
- Section 4, Deliverables.



UTILITY LEGEND:

+	MW	(E) MONITORING WELL
⊙		(E) LIGHT STD
—□—	JB	(E) ELECT JUNCTION BOX
—□—	DI	(E) DRAIN INLET
—E—		(E) ELECTRICAL
—FW—		(E) FIRE WATER
—G—		(E) GAS
—SD—		(E) STORM DRAIN
—SS—		(E) SANITARY SEWER
—T—		(E) TELEPHONE
—W—		(E) WATER
—X—		(E) CHAIN LINK FENCE

Figure 3 – San Rafael Bus Facility Existing Utility Plan

ACKNOWLEDGMENT OF INSURANCE REQUIREMENTS

Included in the Cost Proposal is full compensation for the requirements of the Insurance Provisions of the Purchase Order issued by the Golden Gate Bridge, Highway and Transportation District.

- A. Workers' Compensation Insurance as per statutory requirements. By signing below, Proposer is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provision of that code, and if awarded a Contract, Proposer will comply with such provisions before commencing the performance of the work of this Contract.
- B. Employer's Liability Insurance of not less than limits of
 - ONE MILLION DOLLARS (\$1,000,000) per accident and
 - ONE MILLION DOLLARS (\$1,000,000) each employee by disease.
- C. Commercial General Liability, including but not limited to Personal Injury and Property Damage Liability Insurance with limits of
 - ONE MILLION DOLLARS (\$1,000,000) per occurrence and
 - TWO MILLION DOLLARS (\$2,000,000) in the annual aggregate.
- D. Automobile Liability Insurance of not less than limits of
 - ONE MILLION DOLLARS (\$1,000,000) per occurrence/accident and
 - ONE MILLION DOLLARS (\$1,000,000) in the annual aggregate.
- E. Professional Liability Insurance of not less than limits of
 - FIVE MILLION DOLLARS (\$5,000,000) per claim
 - FIVE MILLION DOLLARS (\$5,000,000) in the annual aggregate.

The insurance shall be issued by an insurance company or companies authorized to do business in the State of California with minimum "Best's" ratings of B+ and with minimum policyholder surplus of Twenty-Five Million Dollars (\$25,000,000) or a company acceptable to District in its sole discretion. Workers' Compensation coverage requirements may be met with the California State Compensation Fund. All policies shall be issued in a form satisfactory to the General Manager of District and shall be issued specifically as primary insurance over and above any insurance that District may carry. The insurer shall agree that its policy is Primary Insurance and that it shall be liable under its policy for the full amount of any loss up to and including the total limit of liability without right of contribution from any other insurance affected by District.

Signature of Proposer/Title

Date

ACKNOWLEDGEMENT OF ADDENDA

The undersigned Proposer acknowledges receipt of the following Addenda, if issued, to the RFP Documents. If none received, write “None Received.”

Addendum No. _____, dated _____

Addendum No. _____, dated _____

Addendum No. _____, dated _____

Signature

Date

Print Name

Title

Firm

SAMPLE COST PROPOSAL 1

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

☐ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Consultant _____

Project No. _____ Contract No. _____ Date _____

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

LABOR COSTS

a) Subtotal Direct Labor Costs _____

b) Anticipated Salary Increases (see page 2 for calculation) _____

c) **TOTAL DIRECT LABOR COSTS** [(a) + (b)] _____**INDIRECT COSTS**

d) Fringe Benefits (Rate: _____) e) Total Fringe Benefits [(c) x (d)] _____

f) Overhead (Rate: _____) g) Overhead [(c) x (f)] _____

h) General and Administrative (Rate: _____) i) Gen & Admin [(c) x (h)] _____

j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)] _____**FIXED FEE**k) **TOTAL FIXED FEE** [(c) + (j)] x fixed fee _____] _____**l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

l) **TOTAL OTHER DIRECT COSTS** _____**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1: _____
Subconsultant 2: _____
Subconsultant 3: _____
Subconsultant 4: _____

m) **TOTAL SUBCONSULTANTS' COSTS** _____n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS** [(l)+(m)] _____**TOTAL COST** [(c) + (j) + (k) + (n)] _____**NOTES:**

- Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

SAMPLE COST PROPOSAL 1
COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
 (CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$250,000.00	500	=	\$50.00	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$50.00	+	2%	=	\$51.00	Year 2 Avg Hourly Rate
Year 2	\$51.00	+	2%	=	\$52.02	Year 3 Avg Hourly Rate
Year 3	\$52.02	+	2%	=	\$53.06	Year 4 Avg Hourly Rate
Year 4	\$53.06	+	2%	=	\$54.12	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year	Total Hours per Cost Proposal		Total Hours per Year	
Year 1	20.0%	5000	=	1000	Estimated Hours Year 1
Year 2	40.0%	5000	=	2000	Estimated Hours Year 2
Year 3	15.0%	5000	=	750	Estimated Hours Year 3
Year 4	15.0%	5000	=	750	Estimated Hours Year 4
Year 5	100%	5000	=	500	Estimated Hours Year 5
Total	100%	Total	=	5000	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)	Estimated hours (calculated above)		Cost per Year	
Year 1	\$50.00	1000	=	\$50,000.00	Estimated Hours Year 1
Year 2	\$51.00	2000	=	\$102,000.00	Estimated Hours Year 2
Year 3	\$52.02	750	=	\$39,015.00	Estimated Hours Year 3
Year 4	\$53.06	750	=	\$39,795.30	Estimated Hours Year 4
Year 5	\$54.12	500	=	\$27,060.80	Estimated Hours Year 5
Total Direct Labor Cost with Escalation			=	\$257,871.10	
Direct Labor Subtotal before Escalation			=	\$250,000.00	
Estimated total of Direct Labor Salary Increase			=	\$7,871.10	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable.
(i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

Description of the Selection Process of Subcontractors/Subconsultants/Suppliers

RFQ/RFP No. and Name: 2026-BT-011, San Rafael Bus Facility Water Line Modifications
Engineering Design Services

Proposer's Name: _____

Address: _____

Phone: _____ E-mail: _____

Owner or Contact Person: _____ Title: _____

Provide a narrative description of how the proposer selected its subcontractors/subconsultants/suppliers, including the following elements: (Please attach additional sheets as necessary. **Mark “N/A” if no subcontractors/subconsultants/suppliers will be utilized and sign the form.**)

1. Soliciting small businesses to participate through all reasonable and available means.

Example: Include attendance at pre-proposal meeting, advertisements, written notices and agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using small business concerns.

Description of the Selection Process of
Subcontractors/Subconsultants/Suppliers
Page 2 of 3

2. Selecting portions of the work that are economically feasible for small businesses.

Example: List items of work which the proposer made available to small business concerns, including, where appropriate, any breaking down of the contract work items (including those items normally performed by the proposer with its own forces) into economically feasible units to facilitate small business participation.

3. Providing adequate information about plans, specifications and requirements in a timely manner to small businesses.

Example: List dates of written notices soliciting proposals from small businesses and the dates and methods used for following up initial solicitations to determine with certainty whether the small businesses were interested.

4. Negotiating in good faith with small business concerns.

Continued

Description of the Selection Process of
Subcontractors/Subconsultants/Suppliers
Page 3 of 3

5. Not rejecting small business concerns as unqualified without sound business reasons.
Example: Explain reasons for rejecting proposals from small business concerns and accepting sub-proposals from selected firms.

6. Making efforts to assist small business concerns in obtaining required bonding, lines of credit, or insurance.

7. Making efforts to assist small business concerns in obtaining necessary equipment, supplies or materials.

8. Describe any other steps that the proposer used to select its subcontractors/subconsultants/suppliers.

The undersigned certifies that the above narrative description is true and accurate, and may be relied upon by the District in evaluating the proposer's compliance with the proposal requirements.

Signature of Owner or Authorized Representative

Title

Date

GOLDEN GATE BRIDGE, HIGHWAY & TRANSPORTATION DISTRICT
Prime Consultant and Subcontractor/Subconsultant/Supplier Report (A&E Contracts)

Proposer's Name: _____

RFP # and Name: 2026-BT-011, San Rafael Bus Facility Water Line Modifications Engineering Design Services

Address: _____ Zip Code: _____

Is your firm a Small Business Enterprise: Yes _____ No _____

Owner or Contact Person: _____

Phone: (____) _____ Fax: (____) _____

E-Mail: _____

Annual Gross Receipts: _____ Age of Firm: _____

INSTRUCTIONS: Please provide information **on ALL firms** (subcontractors/subconsultants/suppliers) that provided Proposer a bid, quote, or proposal to perform work, provide labor, render services or provide supplies in connection with this contract **WHETHER BID WAS ACCEPTED OR NOT**. You shall provide this information for all sub-bidders regardless of tier for both SBEs and non-SBEs alike. Include all bid, quote or proposal acceptance(s) AND rejection(s). If no subcontractors/subconsultants/suppliers will be used, mark “N/A” and sign the form.

Provide the North American Industry Classification System (NAICS) code(s) applicable to each scope of work the firm is sought out to perform on the contract. NAICS search <https://www.census.gov/naics/>.

Signature is required on page two of this form to be deemed responsive.

Subcontractor/Subconsultant/Supplier Firm Name/Address/Contact Information		Contractor's License No. DIR Registration No., if applicable	SBE (Yes*/No)	Portion of Work or Type of Materials/Supplies (SBE suppliers must complete the SBE Supplier Form, if applicable)	NAICS Code(s) for each work item	Percentage of Work Materials/Supplies	Bid/Quote/ Proposal Accepted (Yes**/No)	SBE Percentage***	Annual Gross Receipts
1	Name:								___ < \$1 Million
	Address:								___ < \$5 Million
	Zip Code:								___ < \$10 Million
	Contact Person:								___ < \$15 Million +
	E-mail:								
	Phone:								Age of Firm: ____
2	Name:								___ < \$1 Million
	Address:								___ < \$5 Million
	Zip Code:								___ < \$10 Million
	Contact Person:								___ < \$15 Million +
	E-mail:								
	Phone:								Age of Firm: ____
3	Name:								___ < \$1 Million
	Address:								___ < \$5 Million
	Zip Code:								___ < \$10 Million
	Contact Person:								___ < \$15 Million +
	E-mail:								
	Phone:								Age of Firm: ____

Prime Consultant and Subcontractor/Subconsultant/Supplier Report (Continued)

Subcontractor/Subconsultant/Supplier Firm Name/Address/Contact Information		Contractor's License No. DIR Registration No. if applicable	SBE (Yes*/No)	Portion of Work or Type of Materials/Supplies (SBE suppliers must complete the SBE Supplier Form, if applicable)	NAICS Code(s) for each work item	Percentage of Work Materials/Supplies	Bid/Quote/Proposal Accepted (Yes**/No)	SBE Percentage***	Annual Gross Receipts
4	Name:								___ < \$1 Million
	Address:								___ < \$5 Million
	Zip Code:								___ < \$10 Million
	Contact Person:								___ < \$15 Million +
	E-mail:								
	Phone:								Age of Firm: _____
5	Name:								___ < \$1 Million
	Address:								___ < \$5 Million
	Zip Code:								___ < \$10 Million
	Contact Person:								___ < \$15 Million +
	E-mail:								
	Phone:								Age of Firm: _____
6	Name:								___ < \$1 Million
	Address:								___ < \$5 Million
	Zip Code:								___ < \$10 Million
	Contact Person:								___ < \$15 Million +
	E-mail:								
	Phone:								Age of Firm: _____

Attach additional sheets as necessary.

_____ % Proposer's Total SBE Achievement

* If Yes, please also provide SBE certification number or [California Unified Certification Program Firm ID](#) number.** Do not indicate more than one "Yes" for alternative subcontractors for the same work. **Do not indicate TBD for "Bid Quote/Proposal Accepted."***** SBE participation includes that portion of the work actually performed by a certified SBE with its own forces. The ***SBE Regular Dealer/Distributor Affirmation Form*** must be submitted to confirm counting determinations for SBE supplier/distributor credit, if applicable. Count 60% of the cost of materials and supplies or 40% for SBE distributor.

The undersigned agrees that if it is the successful proposer and is awarded the contract with Golden Gate Bridge, Highway & Transportation District, it will enter into a formal agreement with the subcontractor(s), subconsultant(s) and/or supplier(s) whose bid/quote/proposal was accepted for the work as indicated above. I certify that the information included on this form is accurate and true.

Signature of Owner or Authorized Representative_____
Title_____
Date

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PSA NO. 2026-BT-011

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AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT IS MADE as of the ____ day of _____, 2026, by and between the Golden Gate Bridge, Highway and Transportation District (hereinafter referred to as “DISTRICT”) and _____ (hereinafter referred to as “CONSULTANT”).

WHEREAS, DISTRICT desires to obtain a consultant to provide professional engineering design services including planning, permitting support, water line design, plans and specifications for the *San Rafael Bus Facility Water Line Modifications Engineering Design Services*, and has issued a Request for Statement of Qualifications/Request for Proposals (RFQ/RFP) dated June 16, 2026, a copy of which is attached as **Exhibit A** and incorporated herein by this reference; and

WHEREAS, CONSULTANT has represented that it has the requisite qualifications and experience to provide such services and has submitted a Statement of Qualifications and Proposal dated _____, 2026, attached as **Exhibit B** and a Cost Proposal dated _____, 2026, attached as **Exhibit B-1**, and incorporated herein by this reference; and

WHEREAS, on Month XX, 2026 DISTRICT’s Board of Directors under Resolution No. 2026-XXX awarded Professional Services Agreement No. 2026-BT-011, *San Rafael Bus Facility Water Line Modifications Engineering Design Services* (AGREEMENT), to CONSULTANT,

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. RENDITION OF SERVICES

CONSULTANT agrees to provide professional services to DISTRICT in accordance with the terms and conditions of this AGREEMENT. In the performance of its work, CONSULTANT represents that it has and will exercise that degree of professional care, skill, efficiency and judgment ordinarily employed by engineering consultants with special expertise in providing civil engineering design for new potable water service and modifications to existing water service, including locating and identifying existing underground utilities, performing site surveys, designing potable water service systems, modifying existing water service system, assisting with permitting services necessary for construction, and the preparation of construction drawings, technical specifications, construction schedule and engineer’s cost estimate for water line modifications at the District’s San Rafael Bus Facility. CONSULTANT further represents and warrants that it holds currently in effect all licenses, registrations, and certifications in good standing that may be required under applicable law or regulations to perform these services and agrees to retain such licenses, registrations, and certifications in active status throughout the duration of this engagement.

2. SCOPE OF SERVICES

- 2.1** The scope of services to be provided under this AGREEMENT shall consist, in general, of: preparing a project schedule for completion of the work described herein; performing a site investigation and inventory of existing water lines and fixtures; confirming location of and preparing a base map of existing site utilities; preparing a proposed new water line layout including connection to the Marin Municipal Water District and connections to all existing on-site facilities; preparing detailed construction drawings, technical specifications, quantity and cost estimates and construction schedule; preparing permit applications and assisting the District in procuring all required permits associated with the work; assisting the District in finalizing construction documents and advertising a project for construction; assisting the District during the advertisement period for construction bids including responding to any bidder inquiries and preparing addendum as necessary. To the extent consistent with this AGREEMENT, CONSULTANT shall provide the specific services as described in CONSULTANT's proposal, attached as **Exhibit B**.
- 2.2** CONSULTANT may, at the direction of DISTRICT, establish direct contact with the local, state and federal agencies on behalf of DISTRICT regarding Project, and shall maintain records of all such contacts. These records shall be available to the DISTRICT upon request.
- 2.3** Throughout its performance of services under this AGREEMENT, CONSULTANT shall serve as an independent contractor to DISTRICT. Neither CONSULTANT nor any party contracting with CONSULTANT shall be deemed to be an employee of DISTRICT.
- 2.4** CONSULTANT understands and agrees that it is solely responsible for the sufficiency, adequacy and completeness of all calculations, reports, construction drawings, specifications, quantity estimates, and cost estimates prepared by CONSULTANT under this AGREEMENT. CONSULTANT's final plans and specifications shall set forth the requirements for the construction of the Project in a clear, complete, and accurate manner.
- 2.5** CONSULTANT shall have the responsibility for and shall supply accurate and complete plans, related designs, specifications and estimates, and shall check all work accordingly. All design work will be subject to review and approval by the District Engineer. The final review by the District Engineer will be made after the plans and specifications have been reviewed and checked by CONSULTANT's quality assurance and quality control management team, and have been signed and sealed by CONSULTANT's Engineer-of-Record.
- 2.6** CONSULTANT and its subconsultants shall not incorporate into the design any materials or equipment of single or sole-source origin without written approval of DISTRICT.
- 2.7** CONSULTANT's personnel shall keep accurate records and document the work as it progresses.
- 2.8** CONSULTANT's personnel shall be knowledgeable of all applicable local, state, and federal laws and regulations and have experience with applicable regulatory agencies

including the Federal Transit Administration, the City of San Rafael, and the Marin Municipal Water District (MMWD), and CONSULTANT's design shall comply therewith.

2.9 Safety

CONSULTANT shall comply with OSHA safety regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by DISTRICT safety personnel and other DISTRICT representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the project site. Any subcontract entered into as a result of this AGREEMENT, shall contain all of the provisions of this Section.

- 2.10** The Contract Manager for CONSULTANT will be _____. The Contract Manager for DISTRICT will be Rodolfo Galang, Directing Civil Engineer. CONSULTANT shall cooperate with and coordinate all of its activities with DISTRICT's Contract Manager. CONSULTANT's Contract Manager shall meet with DISTRICT's Contract Manager, as needed, to discuss progress on the AGREEMENT.

3. PERFORMANCE PERIOD

- 3.1** This AGREEMENT shall go into effect on _____, 2026, contingent upon approval by DISTRICT, and CONSULTANT shall commence work after notification to proceed by DISTRICT's Contract Manager.
- 3.2** CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on DISTRICT until the AGREEMENT is fully executed and approved by DISTRICT.
- 3.3** Time is of the essence in the performance of CONSULTANT's services under this AGREEMENT. All services to be provided pursuant to this AGREEMENT shall be performed in a timely manner so as not to delay construction of Project, and shall be completed within 9 months from the effective date of the Notice to Proceed.
- 3.4** The Project milestones are as follows:
- Milestone 1. Project Start-up and Site Investigation. Must be completed within three weeks of Notice to Proceed.
 - Milestone 2. Base map with existing utility layout and proposed new water line layout. Must be completed within 2 months of Notice to Proceed.
 - Milestone 2. 30% level design package including identification of any required permitting, preliminary design plans. Must be completed within 3 months of Notice to Proceed.

- Milestone 3. 65% level design package including progress design plans, technical specifications, statement of probable construction cost. Must be completed within 5 months of Notice to Proceed.
- Milestone 4. 90% level design package including advance drawing, specification and cost estimate to 90% construction document level. Must be completed within 6 months of Notice to Proceed.
- Milestone 5. Completion of permit applications and regulatory agency submittals, if any. Must be completed within 7 months of Notice to Proceed.
- Milestone 6. 100% final submittal package including stamped and signed final plans, specification and cost estimates. Must be completed within 9 months of Notice to Proceed.

In the event that the milestones are not achieved by their due dates, due to no fault of CONSULTANT, which fault will be determined by DISTRICT, equitable adjustment(s) as mutually agreed may be made in the limit on compensation and the time for performance as described further in Section 11, *Changes*, of this AGREEMENT.

3.5 Project Schedule

The Project schedule shall indicate all major activities of work required under this AGREEMENT from commencement of the Work to completion of the construction plans, technical specifications, and cost estimates. For each major activity, CONSULTANT shall indicate the amount of time that is necessary to perform the activity, the anticipated beginning and completion date of each activity, and the sequence of each major activity, all in accordance with the milestones listed above. The schedule shall include the deliverables to be submitted to DISTRICT.

CONSULTANT shall update the progress schedule monthly, and shall submit an updated schedule prior to submitting an application for payment for the previous payment period. On or before the last day of each month, CONSULTANT shall submit a copy of the schedule showing the status of work actually completed during the preceding estimate period. The progress schedules submitted shall be consistent with the time and order of work requirements of this AGREEMENT.

CONSULTANT's schedule submittals shall include the following:

An electronic copy in pdf format of the updated progress schedule, including a written narrative describing CONSULTANT's proposed sequencing of the Work; the submitted schedule shall be in bar chart format on 11"x17" layout; and;

Furthermore, CONSULTANT shall be prepared to discuss its proposed methodology for fulfilling the scheduling requirements herein and its proposed sequence of work, resolution of delays or plans for expediting work.

DISTRICT's Contract Manager will schedule and conduct a Project Startup Meeting with CONSULTANT's Project Management Team (Team) within **fifteen (15) days** of receiving the Notice to Proceed. CONSULTANT shall arrange for the lead members of their Team to attend this Meeting.

3.6 Biweekly Progress Meetings

DISTRICT's Contract Manager and CONSULTANT shall hold biweekly progress meetings to discuss, among other things: the near-term schedule activities, the current status of the Project, CONSULTANT's Quality Control, submittals, and correspondence. Furthermore, the meeting shall address any long-term schedule issues and discussion of any relevant technical issues.

4. DELIVERABLES

4.1 In accordance with the Scope of Services listed in **Exhibit 2**, the approved Project schedule and milestones listed above, CONSULTANT shall deliver the following to DISTRICT:

1. A project schedule, plus monthly updates of the schedule, showing all tasks, task commencement and completion, milestones, and due dates for all design, reports, and construction documents.
2. 30% design package; letter report describing the permits and regulatory agency approvals, if any, that will be necessary to proceed with construction.
3. 65% (preliminary) construction plans, technical specifications and cost estimates for the water line modifications.
4. A completed application packages for necessary permits.
5. 90% Construction plans, Technical Specifications, Special Provisions, and Cost Estimate for the water line modifications.
6. 100% Construction plans, Technical Specifications, Special Provisions, Cost Estimate and estimated construction schedule for the water line modifications.

4.2 General Requirements for Technical Reports, Studies and Construction Drawings:

1. When CONSULTANT is required under this AGREEMENT to prepare and submit its reports, plans, specifications, and other documents to DISTRICT, said documents shall be submitted in a draft form as scheduled, with the opportunity for the DISTRICT to review and comment upon said documents prior to final submission.
2. CONSULTANT shall provide electronic copies of all draft and final reports prepared for this Project. See Sections 4.3 through 4.6 for the submittals requirements.

3. The schedules, reports, designs, plans, specifications, estimates, calculations and other documents furnished under this AGREEMENT shall be of a neat appearance, well-organized, technically and grammatically correct, checked and having the preparer and checker specifically identified. Each submittal to DISTRICT shall bear the approval stamp of CONSULTANT's Contract Manager, with said approval representing that he/she has verified that the submittal is complete, clear and legible, and complies with the formatting requirements of this AGREEMENT.
4. Prior to the 90% completion submittal of the construction drawings, technical specifications and cost estimate, CONSULTANT shall have completed a comprehensive constructability review, all design calculations and check calculations and have them available for inspection and review by DISTRICT.
5. The page that identifies the preparers of engineering reports, the title sheet for specifications and each sheet of plans shall bear the professional seal, certificate number, registration classification, expiration date of the certificate, and signature of the Professional Engineers responsible for preparation.
6. DISTRICT's acceptance of any and all documents submitted by CONSULTANT shall not relieve CONSULTANT of its responsibility for any deficiencies, whether latent or patent, contained in said documents. Similarly, the stamp and signature of DISTRICT Engineer on CONSULTANT's plans and specifications shall not relieve CONSULTANT of its responsibility for its design, nor otherwise limit CONSULTANT's obligations under this AGREEMENT.

4.3 Interim Deliverables of Construction Drawings

Prior to the final one hundred percent (100%) submittal of the construction drawings, technical specifications, and cost estimate for the Project, CONSULTANT shall submit electronic copies of plan sets and the Technical Specifications and cost estimates of the sixty-five percent (65%) and ninety percent (90%) submittals to DISTRICT for review.

4.4 Final Deliverables of Construction Drawings

CONSULTANT shall deliver the following final one hundred percent (100%) deliverables of construction drawings, technical specifications, cost estimates, schedules to DISTRICT:

1. Electronic files of design drawings of the completed one hundred percent (100%) drawings in the format specified below.
2. An electronic file of the technical specifications in the format specified below.
3. An electronic file of the quantity estimates and construction cost estimate and supporting data.
4. An electronic file of the estimated construction schedule and all supporting data.
5. Furnish all copies in pdf format or as specified in the format specified below and an attachment to email message.

4.5 Design Drawings Format

The format of CONSULTANT's design drawings – including survey reports, and construction drawings - shall be in accordance with the procedures and guidelines described in the current DISTRICT's Standard CADD Manual (CADD Manual) with the following revisions and additions:

The design drawings (plans) shall be produced on AutoCAD Release 2021. Any other drafting software or third-party add-on software will not be permitted. If a newer version of AutoCAD is available that differs from the version referenced herein, CONSULTANT shall request a written authorization from DISTRICT prior to using the newer version.

The format of the drawings shall be Text Style Font – Roman S with minimum height of 1/8-inch and layering concept for all entities. All drawings shall have the **DISTRICT Standard Title Block**, which will be provided by DISTRICT. The title block shall identify the project by name and number, subject matter of the drawing, drawing number, and the sequential sheet number with a revision block that contains the original issue date and date and number of each revision. All drawings shall have a graphic scale or scales and shall bear the Engineer of Record and the DISTRICT Engineer's signatures and seals.

The final design drawings shall be complete, signed, and stamped by CONSULTANT.

CONSULTANT shall furnish to DISTRICT uncompressed electronic files of the final signed design drawings.

4.6 Reports and Technical Specification Form

CONSULTANT shall furnish the Technical Specifications to DISTRICT in pdf format and Microsoft Word file format and as an attachment to an email message. The format shall be in Microsoft Word file format with left and right margins of one and one-tenth inches (1"), top and bottom margins of one inch (1"), Text Style Font: Times New Roman 12, tabs set at 0.5". CONSULTANT shall obtain DISTRICT's Bid Document Technical Specifications Typing Specifications Formatting Sheet at the start of work on the Technical Specifications.

The page identifying preparers of engineering reports and plans, the title sheet for specifications, and each sheet of plans shall bear the professional seal, certificate number, registration classification, expiration date of the certificate, and signature of the professional engineer(s) responsible for their preparation.

4.7 Other Documents

CONSULTANT shall obtain DISTRICT's formatting instructions for other documents to be submitted to DISTRICT.

5. CONSTRUCTION BIDDING PHASE

It is anticipated that DISTRICT will engage CONSULTANT during the construction bidding phase of the Project. The terms and conditions of the construction bidding support services shall be as indicated in this AGREEMENT.

6. CONSTRUCTION PHASE

It is anticipated that DISTRICT will engage CONSULTANT during the construction phase of the Project for design support services. The terms and conditions of the construction support services shall be as indicated in this AGREEMENT, except that the scope of Services, schedule and time of completion and compensation shall be negotiated and included in a written amendment to this AGREEMENT.

During construction, CONSULTANT shall furnish to DISTRICT all corrected and additional drawings and Special Provisions required by any errors or omissions of CONSULTANT. Such drawings shall be furnished by CONSULTANT at no additional cost to DISTRICT. CONSULTANT agrees that it will participate in any dispute resolution proceedings provided under the construction contracts covering the Project and will defend any issues asserted concerning the adequacy of CONSULTANT's design. The forum for resolution of disputes shall be as provided for in the construction contract. Upon exhaustion of those procedures, if the parties are unable to resolve the matter successfully, it shall be referred to the next step as outlined in the construction contract. If the construction contracts provide for submitting disputes to mediation under the then-current Construction Industry Mediation Rules of the American Arbitration Association, no party relinquishes or waives any of its procedural or substantive rights or remedies provided under this AGREEMENT, the construction contracts, or applicable law, and expressly reserves such rights, remedies and contentions.

7. NOT USED

8. OWNERSHIP OF WORK

- 8.1** All communications, deliverables, and records originated, prepared, and in the process of being prepared, for the services to be performed by CONSULTANT under this AGREEMENT, including, but not limited to, findings, analyses, submittals, conclusions, opinions, engineering drawings, specifications, standards, process sheets, photographs, videos, manuals, technical reports and recommendations with respect to the subject matter of this AGREEMENT and raw and underlying data of such materials, regardless of format or media, including software, reports and other documentation (all of the foregoing, collectively, the "Work Product"), shall be delivered to and become the property of DISTRICT. DISTRICT shall be entitled to access and to copy the Work Product during the progress of the Work. Any Work Product remaining in the hands of CONSULTANT or in the hands of any subconsultant upon completion or termination of the work shall be immediately delivered to DISTRICT and not later than within two (2) weeks of completion or termination of the Work. If any materials are lost, damaged or destroyed before final

delivery to DISTRICT, CONSULTANT shall replace them at its own expense, and CONSULTANT assumes all risk of loss, damage or destruction of or to such materials. CONSULTANT may retain a copy of such materials for use in its general business activities, subject to the restrictions of Section 18, *Release of Information*.

- 8.2** Any and all copyright, patent rights, and other intellectual property or proprietary rights to Work Product prepared under this AGREEMENT are hereby assigned to DISTRICT. CONSULTANT agrees to execute any additional documents that may be necessary to evidence such assignment. CONSULTANT agrees not to assert any rights at common law or equity and not to establish any claim to statutory copyright in such Work Product. Except for its own internal use as reasonably necessary for its provision of services and work under this AGREEMENT, CONSULTANT shall not publish or reproduce such Work Product in whole or in part, or in any manner or form, nor authorize others to do so, without the written consent of DISTRICT pursuant to Section 18, *Release of Information*, of this AGREEMENT.
- 8.3** Notwithstanding anything herein to the contrary, DISTRICT acknowledges that as part of CONSULTANT's provision of work hereunder, CONSULTANT may utilize CONSULTANT's Information. CONSULTANT's Information is defined as proprietary works of authorship including, without limitation, software, methodologies, tools, specifications, drawings, sketches, models, samples, records and documentation, as well as copyrights, trademarks, service marks, ideas, concepts, know-how, techniques, knowledge or data, that have been originated or developed by CONSULTANT or by third parties before and apart from this AGREEMENT, or which have been purchased by, CONSULTANT for use in the provision of services or work under this AGREEMENT with the DISTRICT's express written consent; and, copyrights, trademarks, software, methodologies, tools, samples, service marks, ideas, concepts, know-how, techniques, knowledge that have been originated or developed by CONSULTANT or by third parties under AGREEMENT. DISTRICT agrees that CONSULTANT's Information, as so narrowly defined and identified, is and shall remain the sole property of CONSULTANT or such third party. CONSULTANT agrees that DISTRICT shall be entitled to use CONSULTANT's Information in connection with this AGREEMENT, and shall grant to DISTRICT a perpetual, royalty-free, irrevocable, worldwide, non-exclusive license to use all CONSULTANT's Information and to create and use derivative works of CONSULTANT's Information in connection with the Project.
- 8.4** CONSULTANT represents and warrants that it has or will have all appropriate licenses, agreements and/or ownership pertaining to all intellectual property, including but not limited to patents and copyrights, used in connection with the performance of its obligations under this AGREEMENT. CONSULTANT further represents and warrants that it will have all necessary rights to patentable and copyrightable materials, equipment, devices or processes not furnished by DISTRICT used on or incorporated in the work and assumes all risks arising from the use of such patentable and copyrightable materials, equipment, devices, or processes.

- 8.5** CONSULTANT shall indemnify, defend and hold harmless DISTRICT, its directors, officers, agents and employees to the maximum extent permitted by law from and against any and all claims, liabilities, losses, damages or expenses (including attorneys' fees and related costs, whether or not litigation has commenced), whether direct or indirect, arising out of, relating to, or in connection with the ownership, possession or use of any materials, equipment, devices, or processes that are protected by intellectual property rights, including patent, copyright and trade secret. In case such materials, equipment, devices or processes are held to constitute an infringement and their use enjoined, CONSULTANT, at CONSULTANT's sole cost and expense, shall: (a) secure for DISTRICT the right to continue using the materials, equipment, devices or processes by suspension of the injunction or by procuring a royalty-free license or licenses, or (b) replace such materials, equipment, devices, or processes with non-infringing materials, equipment, devices or processes that perform the same functions as the infringing item, or (c) modify them so that they become non-infringing or remove the enjoined materials, equipment, devices or processes and refund the sums paid therefore, without prejudice to any other rights of DISTRICT. If the amount of time necessary to proceed with one of these options is deemed excessive by DISTRICT, DISTRICT may direct CONSULTANT to select another option or risk default. The provisions of Section 12, *Responsibility: Indemnification* shall also apply to the matters covered by this Section 8.5, to the maximum extent permitted by law.

9. SUBCONTRACTING

- 9.1** CONSULTANT shall not subcontract any services to be performed by it under this AGREEMENT without the prior written approval of DISTRICT, except for service firms engaged in drawing, reproduction, typing and printing and other firms as herein listed:

(List of Subcontractors and Subconsultants)

- 9.2** Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between DISTRICT and any subconsultants/subcontractors, and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. Neither the CONSULTANT nor any party contracting with CONSULTANT shall be deemed an agent or employee of the DISTRICT. CONSULTANT is an independent entity, and the legal relationship of any person performing services for CONSULTANT shall be one solely between that person and CONSULTANT. CONSULTANT agrees to be as fully responsible to DISTRICT for the acts and omissions of its subconsultants/subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultants/subcontractors is an independent obligation from the DISTRICT's obligation to make payments to CONSULTANT.
- 9.3** Any subcontract entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this AGREEMENT to be applicable to subconsultants/subcontractors.

9.4 CONSULTANT is referred to Section 21, *Manner of Payment*, of this AGREEMENT which includes State requirements for the prompt payment to subconsultants. CONSULTANT shall be solely responsible for timely paying any party contracting with CONSULTANT, and District shall have no obligation to them.

9.5 Any request to add new subconsultants/subcontractors or substitute and remove subconsultants/subcontractors must be submitted through the District's Diversity Compliance Management System and approved in writing by DISTRICT's Contract Manager in advance of assigning work to new subconsultants/subcontractors and/or substitute subconsultants/subcontractors.

10. CONSULTANT'S PERSONNEL

10.1 All individuals identified on the organizational chart in **Exhibit B** are necessary for the successful performance of services under this AGREEMENT due to their unique expertise, depth and breadth of experience, and knowledge of Project. There shall be no change in CONSULTANT's Contract Manager, Engineers of Record, all other engineers and technical staff of the Project team as listed in **Exhibit B** without prior written approval by DISTRICT's Contract Manager. CONSULTANT recognizes that the composition of this team was instrumental in DISTRICT's decision to award this AGREEMENT to CONSULTANT and that compelling reasons for substituting these individuals must be demonstrated before DISTRICT's approval may be granted. Any substitutes shall be persons of comparable or superior experience and expertise. Failure to comply with the provisions of this section shall constitute a material breach of CONSULTANT's obligations under this AGREEMENT and shall constitute a basis for termination of this AGREEMENT for cause.

10.2 All CONSULTANT staff utilized on Project will be subject to qualification review and approval by DISTRICT. DISTRICT reserves the right to reject proposed personnel that, as determined by DISTRICT at its sole discretion, do not meet any or all of the requirements stated in this AGREEMENT. DISTRICT also reserves the right to obtain references regarding previous assignments of CONSULTANT's and subconsultants' personnel assigned to Project.

10.3 CONSULTANT's CONTRACT MANAGER

CONSULTANT shall provide a Contract Manager to coordinate CONSULTANT's operations with DISTRICT's Contract Manager. CONSULTANT's Contract Manager must be a licensed Professional Engineer in the State of California possessing a minimum of 5 years progressive and qualifying engineering work experience and shall have demonstrated a proven successful track record in the management of the design of the commercial and/or industrial site infrastructure projects, securing of regulatory permits and approvals, management of the production of plans, specifications and estimates of construction costs. CONSULTANT's Contract Manager shall become thoroughly familiar with the Project background and challenges.

CONSULTANT's Contract Manager shall be responsible for the administration and management of CONSULTANT's performance of services under this AGREEMENT, including the assignment and supervision of CONSULTANT's personnel to assure compliance with provisions of this AGREEMENT and the most efficient deployment of resources in view of the fiscal constraints of the Project. He/she shall be responsible for the accuracy and completeness of all submittals to DISTRICT. He/she shall also be responsible for coordination of schedule and efforts between CONSULTANT and its subconsultants to ensure the most efficient use of resources. CONSULTANT's Contract Manager shall be accessible to DISTRICT's Contract Manager at all times during DISTRICT's regular working hours.

10.4 CONSULTANT's Engineer of Record

As used in this AGREEMENT, the term "Engineer of Record" shall mean the individual licensed to practice engineering in the State of California who will sign and stamp the final plans, specifications, calculations, and other technical work product prepared by CONSULTANT under this AGREEMENT. CONSULTANT's Engineer of Record must be a licensed Professional Engineer in the State of California possessing a minimum of 5 years progressive and qualifying engineering work experience, and shall have the demonstrated technical expertise in commercial and/or industrial site infrastructure utility modification projects. As required under Business & Professions Code Section 6735, the plans, specifications, calculations, and other technical work products shall have been prepared by, or under the responsible charge of, CONSULTANT's Engineer of Record. Attention is directed to Section 404.1 of Title 16, Division 5 of the California Code of Regulations for the definition of "responsible charge" and the Engineer of Record's obligations regarding same.

10.5 CONSULTANT's Engineering and Technical Staff

The engineering, permitting and environmental planning staff assigned to the Project shall be experienced as required by their assignments on the Project. In addition, all technical staff utilized shall become thoroughly familiar with the project background and design criteria for the Project.

10.6 CONSULTANT's Drafting Staff

CONSULTANT's drafting staff shall be thoroughly proficient with AutoCAD Release 2021, become thoroughly familiar with DISTRICT and project-specific CAD drafting standards and requirements, have experience and a proven successful track record in contract plan production, and have a good understanding of the project's final submittal format requirements.

11. CHANGES

- 11.1** DISTRICT may, at any time, by written order, make changes within the general scope of work and services described in this AGREEMENT. If such changes cause an increase to

the ceiling price of or the time required for performance of the agreed-upon work or otherwise affect any other terms of this AGREEMENT, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Section 20, *Allowable Costs and Payments* or in the time of required performance as set forth in Section 3, *Performance Period*, or both. In the event that CONSULTANT encounters any unanticipated conditions or contingencies that may affect the scope of work or services and which may result in an adjustment in the amount of compensation specified herein, CONSULTANT shall so advise DISTRICT immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation. This notice shall be given to DISTRICT prior to the time that CONSULTANT performs work or services related to the proposed adjustment in compensation. If approved by DISTRICT, the pertinent changes shall be expressed in a written supplement to this AGREEMENT prior to implementation of such changes.

CONSULTANT's failure to timely supply the written notice specified herein shall constitute a waiver of CONSULTANT's entitlement to an adjustment in compensation and/or time based on the unanticipated condition or contingency.

- 11.2** CONSULTANT shall carefully and regularly monitor the deployment of its resources so that the budgeted levels of effort for each task set forth in the Cost Proposal in **Exhibit B-1** are not exceeded. CONSULTANT shall not exceed any of the costs set forth by task without first obtaining the written approval of DISTRICT. Any and all costs of CONSULTANT that exceed the task amounts set forth in **Exhibit B-1** will not be reimbursed by DISTRICT unless DISTRICT has first provided written approval of the overage. Such approval, if given, may not in any case authorize exceeding the overall maximum amount set forth in Section 20, *Allowable Costs and Payments*.

12. RESPONSIBILITY: INDEMNIFICATION

To the fullest extent permitted by law, CONSULTANT shall indemnify, keep, and save harmless DISTRICT, its directors, officers, agents, and employees (collectively, DISTRICT "representatives") from and against any and all claims, demands, actions, causes of action, damages, liability, obligation, costs and expenses of any kind whatsoever, including (without limitation) those for personal injuries (including, but not limited to death, bodily injury, emotional or mental distress and loss of consortium), property damage or pecuniary, financial or economic loss of any kind whatsoever to the extent that they are caused by any breach of CONSULTANT's obligations under this AGREEMENT, recklessness, willful misconduct, or the negligent provision or omission in performance of services contemplated by this AGREEMENT by CONSULTANT or its employees, or parties contracting with CONSULTANT or agents. CONSULTANT further agrees to defend any such claims, demands, actions, or causes of actions for any damages, injuries or losses whatsoever, and pay charges of attorneys and other costs and expenses arising therefrom or incurred in connection therewith; and if any judgment be rendered against DISTRICT or any of the other individuals enumerated above in any such action, CONSULTANT shall, at

CONSULTANT's expense, satisfy and discharge the same to the extent that they are covered by the above AGREEMENT to indemnify.

To the extent covered by the above, CONSULTANT's duty to defend shall further apply and be enforced even if it is contended the acts, omissions or failures to act of parties other than CONSULTANT, including DISTRICT and the individuals enumerated above, caused or contributed to the losses, injuries or damages claimed.

For the purposes of this Section, the term "losses" means all amounts paid to settle or satisfy any judgments or awards plus reasonable amounts paid on account of attorneys' fees, court costs and other costs and expenses relating to the investigation, defense, satisfaction and/or settlement of such claims.

This provision is intended to be applied to the fullest extent allowed under the law and, if any portion of it is found to be void or unenforceable, the remainder is to be severable and enforceable.

13. INSURANCE PROVISIONS

13.1 Types of Insurance

The policies and minimum amount of insurance to be carried by CONSULTANT shall be as follows:

A. Workers' Compensation and Employer's Liability Insurance

1. CONSULTANT shall procure and maintain at all times during the performance of such Services Workers' Compensation Insurance in conformance with the laws of the State of California and federal laws where applicable. Employer's Liability Insurance shall not be less than One Million Dollars (\$1,000,000) for each accident, One Million Dollars (\$1,000,000) for each disease.
2. The policy shall contain a waiver of subrogation in favor of DISTRICT and its officers, directors, employees, volunteers and agents while acting in such capacity and their successors and assignees as they now or as they may hereafter be constituted, singly, jointly or severally.

B. Commercial General and Automobile Liability Insurance

1. **Commercial General Liability Insurance.** CONSULTANT shall, at its own cost and expense, also procure and maintain at all times during the performance of this AGREEMENT Commercial General Liability Insurance providing bodily injury and property damage coverage of at least One Million Dollars (\$1,000,000) each occurrence or claim and annual aggregate limit of at least Two Million Dollars (\$2,000,000). This insurance shall, include but not be limited to premises and operations, contractual liability covering the indemnity provisions contained in this AGREEMENT per the terms and conditions of the policy, personal injury,

products and completed operations, and broad form property damage, and include a Cross Liability endorsement.

2. **Business Automobile Liability.** CONSULTANT shall, at its own cost and expense, procure and maintain at all times during the performance of this AGREEMENT Business Automobile Liability Insurance providing bodily injury and property damage with a combined single limit of at least One Million Dollars (\$1,000,000) per occurrence for all owned, non-owned and hired automobiles. This insurance shall provide contractual liability covering all motor vehicles and mobile equipment to the extent coverage may be excluded from general liability insurance.

- C. **Professional Liability Insurance.** CONSULTANT shall maintain Professional Liability Insurance covering CONSULTANT's performance of services under this AGREEMENT with a limit of liability of at least Five Million Dollars (\$5,000,000) for any one claim and Five Million Dollars (\$5,000,000) annual aggregate. This insurance shall be applicable to claims arising from the Services performed under this AGREEMENT and during construction and construction warranty periods. The insurance shall not include any prior acts exclusion.

13.2 General Insurance Requirements

- A. **Evidence of Insurance.** Prior to commencing work or entering onto the property, CONSULTANT shall file a Certificate of Insurance with DISTRICT evidencing the foregoing coverages with respect to the insurance, including the following endorsements:
 1. That the insurance company(ies) issuing such policy(ies) shall give written notice to DISTRICT at least thirty (30) days' prior to notice of cancellation or nonrenewal.
 2. That the policy(ies) in Section 13.1.B. is (are) Primary Insurance and the insurance company(ies) providing such policy(ies) shall be liable thereunder for the full amount of any loss or claim that CONSULTANT is liable for under this Section, up to and including the total limit of liability, without right of contribution from any other insurance effected or which may be effected by the Golden Gate Bridge, Highway and Transportation District.
 3. That, with respect to coverages described in Section 13.1.B. above, such insurance shall include as additional insured the Golden Gate Bridge, Highway and Transportation District and its respective directors, officers, employees and agents while acting in such capacity, and their successors or assignees, as they now or as they may hereafter be constituted, singly, jointly or severally.
 4. That, with respect to coverages described in Section 13.1.B. above, the policies shall also contain either a cross liability endorsement or severability of interests clause and stipulate that inclusion of the Golden Gate Bridge,

Highway and Transportation District as additional named insured shall not in any way affect its rights either as respects any claim, demand, suit or judgment made, brought or recovered against CONSULTANT. Said policy shall protect CONSULTANT and DISTRICT in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the insurance company's liability as set forth in its policy beyond the amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.

5. DISTRICT will not be responsible for any premiums of assessments on such policies.
- B. **Acceptable Insurance.** All policies shall be issued by insurers acceptable to DISTRICT. This insurance shall be issued by an insurance company or companies authorized to do business in the State of California with minimum "Best's" rating of B+ and with minimum policyholder surplus of \$25,000,000 or a company acceptable to DISTRICT in its sole discretion. All policies shall be issued in a form satisfactory to the General Manager of DISTRICT. CONSULTANT'S policies shall be considered primary insurance with respect to the Services performed under this AGREEMENT.
- C. **Failure to Procure or Maintain Insurance.** The failure to procure or maintain required insurance and/or an adequately funded self-insurance program acceptable to DISTRICT will constitute a material breach of this AGREEMENT.
- D. **Terms of Policies.** All insurance specified above shall remain in force for at least three (3) years and until all work to be performed is satisfactorily completed, unless as indicated otherwise in this AGREEMENT.
 1. CONSULTANT shall not violate or permit to be violated any conditions or provisions of said policies of insurance, and at all times shall satisfy requirements of the insurer for the purpose of maintaining said insurance in effect.
 2. If any claim is made by any third person against CONSULTANT on account of any incident related to this AGREEMENT, CONSULTANT shall promptly report the fact in writing to DISTRICT, giving full details of the claim.
 3. CONSULTANT shall promptly notify DISTRICT of all professional liability claims asserted against CONSULTANT that have an estimated settlement value in excess of the policy. If the amount of professional liability insurance is reduced by other claims, CONSULTANT shall procure such additional insurance to restate the limits as required under this AGREEMENT.
- E. CONSULTANT shall not violate or permit to be violated any conditions or provisions of said policies of insurance, and at all times shall satisfy requirements of the insurer for the purpose of maintaining said insurance in effect.

- F. If any claim is made by any third person against CONSULTANT on account of any incident related to this AGREEMENT, CONSULTANT shall promptly report the fact in writing to DISTRICT, giving full details of the claim.
- G. CONSULTANT shall promptly notify DISTRICT of all professional liability claims asserted against CONSULTANT that have an estimated settlement value in excess of the policy. If the amount of professional liability insurance is reduced by other claims, CONSULTANT shall procure such additional insurance to restate the limits as required under this AGREEMENT.
- H. **Claims-Made Insurance.** If any insurance specified in Section 13.1 is provided on a claims-made basis, then in addition to the specified coverage requirements, such policy shall provide that:
 - 1. Policy retroactive date coincides with or precedes CONSULTANT's start of work (including subsequent policies purchased as renewals or replacements).
 - 2. CONSULTANT will make every effort to maintain similar insurance for at least three (3) years following project completion, including any applicable requirement of including all additional insureds.
 - 3. If insurance is terminated for any reason, CONSULTANT agrees to purchase an extended reporting provision of at least three (3) years to report claims arising from work performed in connection with this AGREEMENT.
 - 4. Policy allows for reporting of circumstances or incidents that might give rise to future claims.
- I. CONSULTANT agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this AGREEMENT. In the event said insurance coverage expires at any time or times during the term of this contract, CONSULTANT agrees to provide at least thirty (30) days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the contract, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of DISTRICT. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, DISTRICT may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

14. CONFLICT OF INTEREST

CONSULTANT shall disclose any financial, business, or other relationship with DISTRICT that may have an impact upon the outcome of this AGREEMENT, or any ensuing DISTRICT construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT, or any ensuing DISTRICT construction project,

which will follow. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business that conflict with the performance of services under this AGREEMENT.

CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this AGREEMENT. An affiliated firm is one, which is subject to the control of the same persons through joint ownership, or otherwise.

Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this AGREEMENT shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from the AGREEMENT.

CONSULTANT represents and warrants that it presently has no interest and agrees that it will not acquire any interest that would present a conflict of interest under California Government Code §§ 1090 et seq. or §§87100 et seq. during the performance of services under this AGREEMENT. CONSULTANT shall promptly disclose any actual or potential conflict of interest to DISTRICT as soon as CONSULTANT becomes aware of such conflict. CONSULTANT further covenants that it will not knowingly employ any person having such an interest in the performance of this AGREEMENT. Violation of this provision may result in this AGREEMENT being deemed void and unenforceable.

Depending on the nature of the work performed, CONSULTANT may be required to publicly disclose financial interests under DISTRICT's Conflict of Interest Code. CONSULTANT agrees to promptly submit a Statement of Economic Interest on the form provided by DISTRICT upon receipt.

No person previously in the position of Director, Officer, employee or agent of DISTRICT may act as an agent or attorney for, or otherwise represent, CONSULTANT by making any formal or informal appearance, or any oral or written communication, before DISTRICT or any Officer or employee of DISTRICT for a period of twelve (12) months after leaving office or employment with DISTRICT if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, award or revocation of a permit, license, grant or contract.

15. CIVIL RIGHTS REQUIREMENTS

CONSULTANT agrees to comply with the following:

15.1 Statement of Compliance

CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and 2 CCR §11102.

During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (2 CCR §11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.

The CONSULTANT shall comply with regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation – (Title 49 Code of Federal Regulations, Part 21 – Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

The CONSULTANT, with regard to the work performed by it during the AGREEMENT shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Specifically, the CONSULTANT shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subconsultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the AGREEMENT covers a program whose goal is employment.

15.2 Equal Employment Opportunity

The following equal employment opportunity requirements apply to this AGREEMENT:

- A. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 USC §2000(e), and federal transit laws at 49 USC §5332, CONSULTANT agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, and with any applicable federal statutes, executive orders, regulations, and federal

policies that may in the future affect construction activities undertaken in the course of the Project.

- B. Age. In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC §623 and federal transit law at 49 USC §5332, CONSULTANT agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, CONSULTANT agrees to comply with any implementing requirements FHWA may issue.
- C. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 USC §12112, CONSULTANT agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, *Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act*, 29 CFR Part 1630, pertaining to employment of persons with disabilities.

16. BUSINESS OPPORTUNITY PROGRAM

DISTRICT, recipient of federal financial assistance of the Federal Transit Administration (FTA) and the Federal Highway Administration (FHWA), is committed to and has adopted a Business Opportunity Program in accordance with Federal Regulations 49 C.F.R. Part 26, issued by the U.S. Department of Transportation (U.S. DOT).

It is the policy of DISTRICT to ensure nondiscrimination in the award and administration of all contracts and to create a level playing field on which Disadvantaged Business Enterprises (DBEs) and Small Business Enterprises (SBEs) can compete fairly for contracts and subcontracts relating to DISTRICT's construction, procurement and the professional service activities. To this end, DISTRICT has developed procedures to remove barriers to DBE and SBE participation in the bidding and award process and to assist DBEs/SBEs to develop and compete successfully outside of the DBE program. In connection with the performance of services under this AGREEMENT, CONSULTANT will cooperate with DISTRICT in meeting these commitments and objectives. The District reserves the right to require that the CONSULTANT provide additional SBE information, as applicable. On October 3, 2025, the U.S. DOT issued an Interim Final Rule amending 49 C.F.R. Part 26 ("Interim Final Rule"). As a result of the Interim Final Rule, the District has placed a moratorium on some of the DBE requirements associated with this Agreement.

Pursuant to 49 C.F.R. §26.13 and as a material term of this Agreement, the CONSULTANT hereby makes the following assurance and agrees to include this assurance in any agreements it makes with subconsultants in the performance of this Contract:

The CONSULTANT or SUBCONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of U.S. DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the

termination of this AGREEMENT or such other remedy as the DISTRICT deems appropriate, which may include, but is not limited to: withholding payments; assessing sanctions; liquidated damages; and/or disqualifying the CONSULTANT from future bidding as non-responsible.

Exhibit 11, Notice to Proposers, *Business Opportunity Program – SBE Program Element*, is incorporated into this Section 16 by reference and includes details about the District's SBE requirements, including SBE reporting requirements that CONSULTANT must comply with under this AGREEMENT.

17. ADDITIONAL FEDERAL REQUIREMENTS

Consistent with the standard of care set forth in Section 1, CONSULTANT shall at all times comply with all applicable Federal regulations, policies, procedures and directives, including without limitation those listed directly or by reference in this AGREEMENT as they may be amended or promulgated from time to time during the term of this AGREEMENT. CONSULTANT shall also comply with all State and local laws and ordinances applicable to the Work under this AGREEMENT, regardless of whether they are particularly referenced in this AGREEMENT. CONSULTANT's failure to so comply shall constitute a material breach of this AGREEMENT. References to "Contractor" in this section mean CONSULTANT. These terms apply only to the extent allowed under applicable federal law.

17.1 Access to Records and Reports

All CONSULTANT and subconsultant costs incurred in the performance of this AGREEMENT will be subject to audit. CONSULTANT and all subconsultants shall provide all authorized representatives of DISTRICT, the FTA, the State Auditor, and the Comptroller General of the United States access to any books, documents, papers and records of CONSULTANT that are directly pertinent to this AGREEMENT for the purposes of making audits, copies, examinations, excerpts and transcriptions. CONSULTANT also agrees to maintain all books, records, accounts and reports required under this AGREEMENT for a period of not less than **four (4) years** after the date of termination or expiration of this AGREEMENT, except in the event of litigation or settlement of claims arising from the performance of this AGREEMENT, in which case CONSULTANT agrees to maintain the same until DISTRICT, the FTA, the State Auditor, and the Comptroller General of the United States, or any of their duly authorized representatives have disposed of all such litigation, appeals, claims or exceptions related thereto.

If, as a result of an audit, it is determined by DISTRICT's auditor or staff that reimbursement of any costs including profit or fee under this AGREEMENT was in excess of that represented and relied upon during price negotiations or represented as a basis for payment, CONSULTANT agrees to reimburse DISTRICT for those costs within **sixty (60) days** of written notification by DISTRICT.

17.2 Clean Water And Air Requirements

- A. CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §§1251 *et seq.*, and the Clean Air Act, as amended, 42 USC §§7401 *et seq.* CONSULTANT agrees to report each violation to DISTRICT and understands and agrees that DISTRICT will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA regional office.
- B. CONSULTANT also agrees to include these requirements in each subcontract exceeding \$100,000 financed in part or in whole with Federal assistance provided by the FTA.

17.3 Energy Conservation

CONSULTANT agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Federal Energy Policy and Conservation Act, 49 USC §§6321 *et seq.*

17.4 Certification Regarding Debarment and Suspension

This contract is a covered transaction subject to the requirements of 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)" and 2 CFR Part 1200, U.S. DOT regulations, "Nonprocurement Suspension and Debarment." These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor is required to verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be: (a) Debarred from participation in any federally assisted Award; (b) Suspended from participation in any federally assisted Award; (c) Proposed for debarment from participation in any federally assisted Award; (d) Declared ineligible to participate in any federally assisted Award; (e) Voluntarily excluded from participation in any federally assisted Award; or (f) Disqualified from participation in any federally assisted Award.

CONSULTANT submitted with its Proposal documentation a form entitled *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion*, showing that neither CONSULTANT nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

17.5 Federal Changes

CONSULTANT shall at all times comply with all applicable FTA regulations, policies, procedures and DIRECTIVES, including without limitation those listed directly or by reference in the applicable Master Agreement between DISTRICT and the FTA, as they

may be amended or promulgated from time to time during the term of this Contract. CONSULTANT's failure to so comply shall constitute a material breach of this Contract.

17.6 No Government Obligation to Third Parties

- A. DISTRICT and CONSULTANT acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this and shall not be subject to any obligations or liabilities to DISTRICT, CONSULTANT, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.
- B. CONSULTANT agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subconsultant who will be subject to its provisions.

17.7 Program Fraud and False or Fraudulent Statements and Related Acts

- A. CONSULTANT acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC §§3801, *et seq.*, and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Contract, CONSULTANT certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make or causes to be made pertaining to the underlying Contract or the FTA-assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, the CONSULTANT further acknowledges that if it makes or causes to be made a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on CONSULTANT to the extent the Federal Government deems appropriate.
- B. CONSULTANT also acknowledges that if it makes or causes to be made a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 USC §5307, the government reserves the right to impose the penalties of 18 USC §1001 and 49 USC §5307(n)(1) on the CONSULTANT to the extent the Federal Government deems appropriate.
- C. CONSULTANT agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subconsultant who will be subject to the provisions.

17.8 Lobbying

CONSULTANT filed with its Proposal the certification required by 49 CFR Part 20, *Lobbying Certification for Contracts, Grants, Loans and Cooperative Agreements*. CONSULTANT has certified 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 USC 1352. CONSULTANT has also disclosed the name of any registrant under the Lobbying Disclosure Act of 1995 who made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 USC 1352. CONSULTANT shall ensure that all its subcontractors under this Contract shall certify the same. CONSULTANT has also submitted the *Disclosure of Lobbying Activities* form. DISTRICT is responsible for keeping the certification forms of the CONSULTANT, who is in turn responsible for keeping the certification forms of subcontractors.

17.9 Recycled Products

CONSULTANT will comply with Section 6002 of the Resource Conservation and Recovery Act, 42 USC §6962, as may be amended, including but not limited to the provisions of 40 CFR Part 247 and Executive Order 12873 as they apply to the procurement of recycled goods, specifically those items enumerated in 40 CFR Part 247, Subpart B. CONSULTANT shall include this requirement in any subcontract under this Contract valued at over \$10,000.

17.10 Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by U.S. DOT, whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the U.S. DOT as set forth in FTA Circular 4220.1G dated January 17, 2025, as may be amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this AGREEMENT. CONSULTANT shall not perform any act, fail to perform any act, or refuse to comply with any DISTRICT requests that would cause DISTRICT to be in violation of the FTA terms and conditions.

17.11 Fly America Requirements. The Contractor agrees to comply with 49 U.S.C. 40118 (the “Fly America Act”) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their Contractors are required to use U.S. flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property to the extent such service is available, unless travel by foreign air carrier is a matter of necessity as defined by the Fly America Act. The Contractor must submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why

service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and must, in any event, provide a certificate of compliance with the Fly America requirements, if used. The Contractor agrees to include the requirements of this Section in all subcontracts that may involve international air transportation.

- 17.12 Cargo Preference Requirements.** The Contractor agrees: (a) to use privately owned United States Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this Contract by ocean vessels to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels; (b) to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the District (through the Contractor in the case of a subcontractor's bill-of-lading); and (c) to include these requirements in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, Material, or commodities by ocean vessel.
- 17.13 Safe Operation of Motor Vehicles.** The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or the District. The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.
- 17.14 Telecommunications Equipment Or Services; Video Surveillance Equipment Or Services.** The Contractor represents that the Contractor, and its subcontractors and subconsultants, will not provide or use covered telecommunications equipment or services as a substantial or essential component of any system or as critical technology as part of any system, in accordance with Section 889 of the John S. McCain National Defense Authorization Act, in the performance of this Contract. "Covered telecommunications equipment or services" means any of the following: (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); (2) 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); (3) Telecommunications or video surveillance services provided by such entities or using such

equipment listed in (1) or (2); or (4) 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 the People's Republic of China. "Substantial or essential component" means any component necessary for the proper function or performance of a piece of equipment, system, or service. "Critical technology" includes those critical technologies listed in 48 C.F.R. 52.204–25, subpart (a).

- 17.15 Notification Regarding False Claims, Fraud, Waste, Abuse, And Other Legal Matters.** The Contractor agrees to promptly notify the FTA Chief Counsel and the FTA Regional Counsel for Region IX if it has knowledge of (i) any current or prospective legal matter that may affect the Federal Government, including but not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason, or (ii) any matters that may affect the Federal Government, including but not limited to, the Federal Government's interests in the Federal Award supporting this Agreement, this Agreement and any amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

The Contractor further agrees to promptly notify the FTA Chief Counsel, the FTA Regional Counsel for FTA Region IX, and the U.S. DOT Office of Inspector General if it has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA, including but not limited to knowledge that a person has or may have (i) submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or (ii) committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance.

The Contractor further agrees to promptly notify the District of any matter described above that relates to this Agreement or any other federally assisted agreement between the Contractor and the District.

- 17.16 Certification for Federal Tax Liability and Recent Felony Convictions.** By submitting a bid or proposal, the Contractor certifies that it (1) does not have 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; and (2) has not been convicted of a felony criminal violation under any Federal law within the preceding

24 months. The Contractor must flow this requirement down to subcontractors and vendors at all lower tiers.

18. RELEASE OF INFORMATION

- 18.1** All financial, statistical, personal, technical, or other data and information relative to DISTRICT's operations, and specifically, the security improvements contemplated by this AGREEMENT and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure, and shall not be disclosed to any third parties without DISTRICT's express written permission.
- 18.2** Permission by DISTRICT to disclose information on one occasion relating to this AGREEMENT shall not authorize CONSULTANT to further disclose such information or disseminate the same on any other occasion.
- 18.3** CONSULTANT shall not comment publicly to third parties, including the press or any other media, regarding this AGREEMENT or DISTRICT's actions on the same, except to DISTRICT's staff, CONSULTANT's own personnel or subconsultants involved in the performance of this AGREEMENT, at public hearings, or in response to questions from a legislative committee.

DISTRICT's Public Information Director is the authorized spokesperson for all media inquiries concerning DISTRICT and this Project. CONSULTANT shall refer any inquiry of the news media to the Public Information Director. CONSULTANT shall not communicate regarding DISTRICT, the Project and this AGREEMENT with any representatives of the media, including but not limited to journalists, reporters, technical writers, and freelance writers, without the prior written authorization of DISTRICT as exercised in DISTRICT's sole discretion.

It is expressly understood and agreed that the above provisions equally pertain to all subconsultants to CONSULTANT with respect to their receipt of any inquiries from the media pertaining to DISTRICT, the Project or this AGREEMENT.

- 18.4** CONSULTANT shall not refer to DISTRICT, the Project or this AGREEMENT in any advertising or promotional materials without DISTRICT's prior written consent. CONSULTANT shall obtain DISTRICT's written consent prior to the publication of any materials prepared by CONSULTANT or any of its employees and agents pertaining to DISTRICT, the Project, or this AGREEMENT. CONSULTANT agrees that published information regarding such topics shall be factual only and in no way shall imply that DISTRICT endorses CONSULTANT's firm, service or product.

CONSULTANT and its employees and agents shall not use any images of DISTRICT and the Golden Gate Bridge, including its Work, with respect to this AGREEMENT in any current and future media format, including but not limited to promotional or business development photographs or videos, website postings, CD-ROMs and any other form of

publication (magazines, annual reports, etc.), without DISTRICT's prior written consent as exercised in DISTRICT's sole discretion. If consent is granted, CONSULTANT shall comply with all requirements of DISTRICT's ordinance regarding filming and still photography. In no event may such images be used to depict any illegal or unsafe activities as taking place on the Golden Gate Bridge.

CONSULTANT and its employees and agents shall not make any speeches or presentations that mention the Project or include images of the Project or of the Golden Gate Bridge without DISTRICT's prior written consent. CONSULTANT and its employees and agents shall not author any technical papers or reports for publication or distribution that discuss the Project or the Golden Gate Bridge without DISTRICT's prior written consent.

It is expressly understood and agreed that the above provisions pertain equally to all subconsultants and suppliers to CONSULTANT with respect to DISTRICT, the Project and this AGREEMENT.

18.5 All information related to the construction estimate is confidential and shall not be disclosed by CONSULTANT to any entity other than DISTRICT.

18.6 Any subcontract entered into as a result of this AGREEMENT shall contain all the provisions of this Section 18.

19. INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit DISTRICT representatives to review and inspect the Project activities at all reasonable times during the performance period of this AGREEMENT, including review and inspection on a daily basis.

20. ALLOWABLE COSTS AND PAYMENTS

20.1 The method of payment for this AGREEMENT will be based on actual costs plus a fixed fee. DISTRICT will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT's cost proposal, **Exhibit B-1**, unless additional reimbursement is provided for by AGREEMENT amendment. In no event will CONSULTANT be reimbursed for overhead costs at a rate that exceeds DISTRICT's approved overhead rate as set forth in the Cost Proposal.

DISTRICT shall reimburse CONSULTANT for actual allowable incurred costs incurred by CONSULTANT in performance of the Services in an amount not to exceed _____ (\$X,XXX,XXX.00), exclusive of any fixed fee. Actual allowable incurred costs shall not exceed the estimated hourly labor rates and other costs as set forth in **Exhibit B-1**.

In the event, that DISTRICT determines that a change to the work from that specified in the Cost Proposal, **Exhibit B-1**, and AGREEMENT is required, the contract time or actual costs reimbursable by DISTRICT shall be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified below in paragraph 20.7 shall not be exceeded, unless authorized by AGREEMENT amendment.

- 20.2** In addition to the allowable incurred costs, DISTRICT will pay CONSULTANT a fixed fee of _____ (\$XXX,XXX.00). The fixed fee is nonadjustable for the term of the AGREEMENT, except in the event of a significant change in the scope of work and such adjustment is made by AGREEMENT amendment.
- 20.3** Reimbursement for transportation and subsistence cost shall not exceed the rates specified in the approved Cost Proposal, **Exhibit B-1**, and as stated herein.

CONSULTANT shall be reimbursed for actual allowable travel expenses incurred in the performance of this work upon submittal of receipts. Only coach class airfare will be reimbursed. Private cars shall be reimbursed at the current reimbursement mileage rate published by the U.S. Internal Revenue Service or, if a rental car is used, at the mid-range rental car rate while traveling away from CONSULTANT's headquarters, which are hereby designated as office locations listed in **Exhibit B-1**.

Lodging, meal and incidental expense costs shall not exceed the maximum reimbursable allowances published by U.S. General Services Administration (GSA) for each Federal Fiscal Year beginning October 1. The maximum reimbursable allowances published by GSA can be found at <http://www.gsa.gov>.

- 20.4** When milestone cost estimates are included in the approved Cost Proposal, **Exhibit B-1**, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the DISTRICT Contract Manager before exceeding such cost estimate.
- 20.5** Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, DISTRICT shall have the right to delay payment or terminate this AGREEMENT in accordance with the provisions of Section 27, *Suspension and Termination*.
- 20.6** No payment will be made prior to approval of any work, nor for any work performed prior to approval of this AGREEMENT.
- 20.7** The total amount payable by DISTRICT including the fixed fee shall not exceed _____ (\$XXX,XXX.00).
- 20.8** Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by DISTRICT's Contract Manager. For personnel subject to prevailing wage rates as described in the California Labor Code, all

salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable

- 20.9** DISTRICT and CONSULTANT will jointly review, on an annual basis, proposed salary increases. In the event that personnel rate increases exceed those tabulated for budgetary purposes within their Cost Proposal, CONSULTANT shall provide corresponding justification and obtain prior DISTRICT approval for such changes.
- 20.10** Hourly rates per personnel category, overhead and fee shall be in accordance with the CONSULTANT's Cost Proposal in **Exhibit B-1**. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. The hourly rates and rate adjustment limits set forth in **Exhibit B-1**, including those of CONSULTANT and subconsultants, shall remain in effect for the duration of this AGREEMENT.
- 20.11** Under this AGREEMENT, on an annual basis, CONSULTANT shall submit to DISTRICT an audited CONSULTANT's overhead rate, which includes fringe benefits, overhead, and general and administrative costs. The audited actual overhead rate for the preceding year will be applied to the labor charges during the following year.

20.12 State Prevailing Wage Rates

To the extent applicable, CONSULTANT shall upload all project certified payroll records to the District's labor compliance program, LCPtracker.

CONSULTANT and each subconsultant shall submit electronic certified payroll records to the California Labor Commissioner in the manner and format set forth in California Labor Code Section 1771.4.

To the extent applicable, CONSULTANT shall comply with California Labor Code Sections 1770 to 1780, inclusive. In accordance with Section 1775, CONSULTANT shall forfeit as a penalty an amount determined by the Labor Commissioner not to exceed Two Hundred Dollars (\$200.00) for each calendar day or portion thereof for each worker paid less than stipulated prevailing wage rates for such work. In addition, in the event of such under underpayment, CONSULTANT shall pay the difference between the stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was underpaid. The CONSULTANT can obtain the general prevailing rate of per diem wages and the prevailing rate for holiday and overtime work applicable to the work to be done from the Department of Industrial Relations' website at <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>, from the DISTRICT's Administrative Office.

Any subcontract entered into as a result of this Contract shall contain all the provisions of this section.

To the extent applicable to the services provided hereunder, CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.

Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

- 20.13** CONSULTANT's attention is directed to Section 11, *Changes*, of this AGREEMENT regarding CONSULTANT's obligations with respect to any adjustment of the not-to-exceed maximum with regard to CONSULTANT's compensation for the Project.

21. MANNER OF PAYMENT

- 21.1** CONSULTANT shall submit its invoices monthly. CONSULTANT's invoices shall (a) describe in detail the services rendered by CONSULTANT, (b) state number of hours, hourly labor rate of each person and amount by Project task, and (c) list all direct costs.
- 21.2** In conjunction with its monthly invoices, CONSULTANT shall submit progress reports. Each report should be sufficiently detailed for the DISTRICT's Contract Manager to determine the work performed by CONSULTANT during the month covered by an invoice.
- 21.3** CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by DISTRICT's Contract Manager of itemized invoices in triplicate. Invoices shall be submitted no later than forty-five (45) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title.

Final invoice must contain the final cost and all credits due DISTRICT including any equipment purchased under the provisions of Section 22, *Equipment Purchase*, of this AGREEMENT. The final invoice should be submitted within sixty (60) calendar days after completion of CONSULTANT's work. Invoices shall be mailed or via email to DISTRICT's Contract Manager at the following address:

Rodolfo Galang, Directing Civil Engineer, Engineering Department
Golden Gate Bridge, Highway and Transportation District
P.O. Box 29000 Presidio Station
San Francisco, CA 94129-9000

Email: RGalang@goldengate.org

21.4 Retention

DISTRICT shall retain five percent (5%) from the total amount of each monthly payment to guarantee satisfactory completion of the work. DISTRICT shall provide for the

acceptance of incremental portions of the work, as determined by DISTRICT, and will pay retainage based upon these acceptances. CONSULTANT's attention is directed to Section 21.5 of this AGREEMENT, which includes CONSULTANT's obligations for prompt payment retainage to subconsultants.

CONSULTANT may elect to submit a Letter of Credit in the amount of five percent (5%) of the total not-to-exceed expenditure amount stated in Section 20.7 of this AGREEMENT in a form acceptable to DISTRICT in lieu of the five percent (5%) retention to guarantee satisfactory completion of the work. DISTRICT will release the Letter of Credit, along with all other monies due, within thirty (30) days of CONSULTANT's satisfactory completion of incremental portions of the work, as determined by DISTRICT, under this AGREEMENT.

Alternatively, CONSULTANT may elect to establish an escrow agreement for security deposits in lieu of the retention in a manner that substantially complies with Public Contract Code Section 22300. The form of security shall be subject to DISTRICT's reasonable approval. DISTRICT will release the security, along with all other monies due, within thirty (30) days of CONSULTANT's satisfactory completion of incremental portions of the work, as determined by DISTRICT, under this AGREEMENT.

21.5 Prompt Payment to Subconsultants

- A. CONSULTANT shall pay its subconsultants within fifteen (15) calendar days from receipt of each payment made to CONSULTANT by DISTRICT.
- B. CONSULTANT or subconsultant shall return all monies withheld in retention from a subconsultant within fifteen (15) days after receiving payment for Work satisfactorily completed and accepted including incremental acceptances of portions of the Work under this AGREEMENT by DISTRICT.
- C. Any delay or postponement of payment over fifteen (15) days may take place only for good cause and with DISTRICT's prior written approval. Any violation of this provision shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subcontract performance, or noncompliance by a subconsultant. This provision applies to all subconsultants.
- D. If CONSULTANT elects and DISTRICT accepts a letter of credit as provided for in Section 21.4, CONSULTANT shall provide such option to subconsultants in its subcontracts.

If CONSULTANT elects and DISTRICT accepts that an escrow account for security deposits in lieu of retention be established as provided for in Section 21.4, within no later than seven (7) days upon the release of the security deposit by

DISTRICT, CONSULTANT shall release any retainage payments withheld and corresponding earned escrow account interest to subconsultants.

E. Electronic Monthly Prompt Payment Reporting

CONSULTANTS are required to report all payment information to all subcontractors, subconsultants, suppliers, manufacturers, and truckers (collectively “Subcontractors”) in the District's Diversity Compliance Management System (“DCMS”) on a monthly basis. DCMS is a web-based electronic reporting system designed to track SBE participation and record District payments made to the CONSULTANT and subsequent prompt payments made by the CONSULTANT to its subcontractors. **The District may waive the reporting requirements if no subcontractors are used on the AGREEMENT.**

The CONSULTANT and every Subcontractor will receive system notifications via email. The CONSULTANT must report all payments made to Subcontractors, for all tiers, within **ten (10) calendar days** of a system notification. The Subcontractor must confirm receipt of payment from the CONSULTANT within **five (5) calendar days** of an email notification. To access DCMS, visit the District’s portal at:

<http://ggbhtd.diversitycompliance.com>.

For assistance, contact ggbhtd@diversitycompliance.com.

It is the CONSULTANT'S responsibility to ensure that the Subcontractors confirm payments in DCMS in accordance with the requirements set forth above.

If the CONSULTANT fails to comply with the monthly electronic reporting requirements within the time period required in this section and has not received written approval for an extension, the Consultant agrees to pay a sum of fifty dollars (\$50) each day the monthly reporting is late as liquidated damages. The amount of liquidated damages is not a penalty and covers reasonable damages that the District will sustain and which are impractical to determine in advance. The District may deduct the amount of liquidated damages from monies due to the Consultant.

F. Final Audit

Upon each Subcontractor's completion of services under this AGREEMENT, Consultant must indicate a final audit in DCMS. The liquidated damages deduction amount assessed in accordance with the language above will be returned to the Consultant when all payments to Subcontractors have been reported, confirmed, and approved by the District. Final payment will not be processed until all payments to Subcontractors have been reported, confirmed, and approved by the District.

G. Any subcontract entered into as a result of this AGREEMENT shall contain all the provisions of this section.

22. EQUIPMENT PURCHASE

- 22.1 Prior authorization in writing by DISTRICT's Contract Manager shall be required before CONSULTANT enters into any unbudgeted purchase order or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- 22.2 For purchase of any item, service or consulting work not covered in CONSULTANT's cost proposal and exceeding \$5,000, prior authorization by DISTRICT's Contract Manager; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- 22.3 Any equipment purchased as a result of this AGREEMENT is subject to the following:

“CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two (2) years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, DISTRICT shall receive a proper refund or credit at the conclusion of AGREEMENT, or if AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit DISTRICT in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established DISTRICT procedures, and credit DISTRICT in an amount equal to the sales price. If CONSULTANT elects to keep equipment, fair market value shall be determined at CONSULTANT's expense on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by DISTRICT and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by DISTRICT.” 2 CFR Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.”

23. ORDER OF PRECEDENCE

In the event of an inconsistency among the components of this AGREEMENT, the following order of precedence shall apply:

1. Duly executed amendments to this AGREEMENT;
2. This AGREEMENT;
3. **Exhibits B and B-1;**
4. **Exhibit A.**

24. ASSIGNMENT

CONSULTANT shall not assign any rights or transfer any obligations under this AGREEMENT without the prior written consent of DISTRICT.

25. MAINTENANCE, AUDIT AND INSPECTION OF RECORDS

25.1 All CONSULTANT and subconsultant costs incurred in the performance of this AGREEMENT will be subject to audit. CONSULTANT and its subconsultants shall permit DISTRICT, the State Auditor and the Comptroller General of the United States, or their authorized representatives, to inspect, examine, make excerpts from, transcribe, and copy CONSULTANT's books, work, documents, papers, materials, payrolls records, accounts, and any and all data relevant to this AGREEMENT at any reasonable time, and to audit and verify statements, invoices or bills submitted by CONSULTANT pursuant to this AGREEMENT. CONSULTANT shall also provide such assistance as may be required in the course of such audit.

25.2 Retention of Records/Audit

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants and DISTRICT shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of this AGREEMENT, including but not limited to, the costs of administering AGREEMENT. All parties shall make such materials available at their respective offices at all reasonable times during the AGREEMENT period and for four (4) years from the date of final payment under the AGREEMENT. DISTRICT, the State Auditor and the Comptroller General of the United States, or their authorized representatives, shall have access to any books, records, and documents of CONSULTANT and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

25.3 Cost Principles and Administrative Requirements

CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 *et seq.*, shall be used to determine the cost allowability of individual items.

CONSULTANT also agrees to comply with federal procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Any costs for which payment has been made to CONSULTANT that are determined by any subsequent audit to be unallowable under 2 CFR, Part 200 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 *et seq.* are subject to repayment by CONSULTANT to DISTRICT.

If, as a result of the audit, it is determined by DISTRICT that reimbursement of any costs including profit or fee under this AGREEMENT was in excess of that represented and

relied upon during price negotiations or represented as a basis for payment, CONSULTANT agrees to reimburse DISTRICT for those costs within sixty (60) days of written notification by DISTRICT.

Any subcontract entered into as a result of this AGREEMENT shall contain all the provisions of this Section.

25.4 Audit Review Procedures

Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by DISTRICT'S Chief Financial Officer.

Not later than thirty (30) days after issuance of the final audit report, CONSULTANT may request a review by DISTRICT'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

Neither the pendency of a dispute nor its consideration by DISTRICT will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.

26. DISTRICT WARRANTIES

DISTRICT makes no warranties, representations or agreements, either express or implied, beyond such as are explicitly stated herein.

27. SUSPENSION AND TERMINATION

27.1 Suspension

DISTRICT shall have the right to suspend this AGREEMENT at any time by giving written notice to CONSULTANT. In the event of suspension for any reason other than the fault of CONSULTANT, CONSULTANT shall be compensated in accordance with the provisions of Section 20, *Allowable Cost and Payments*, for the services performed to date of such suspension, plus any reasonable costs and expenses resulting from such suspension. Payment of the fixed fee shall be limited to the amount representing the percentage of fee based upon the percentage of this AGREEMENT that has been completed which remains unpaid as of the date of suspension. If, in the event of suspension, the Project is resumed after being suspended for more than three (3) months, CONSULTANT's compensation and schedule shall be subject to renegotiation. If the Project is resumed within the period of three (3) months following notification of suspension, there shall be no change in CONSULTANT's compensation.

DISTRICT shall also have the right to limit the scope of work to reflect changes in funding that may affect the Project. Reduction in the scope of the Project due to funding limitations may result in a partial termination of CONSULTANT's services. DISTRICT will provide

at least sixty (60) days written notice of any such partial termination. In the event of such scope limitation/partial termination, DISTRICT shall pay to CONSULTANT, in accordance with the provisions of this AGREEMENT, all sums actually due and owing from DISTRICT for all services performed and all expenses incurred up to the date of partial termination.

27.2 Termination

DISTRICT reserves the right to terminate this AGREEMENT upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice. DISTRICT may terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, DISTRICT may proceed with the work in any manner deemed proper by DISTRICT.

If DISTRICT terminates this AGREEMENT with CONSULTANT, DISTRICT shall pay CONSULTANT the sum due to CONSULTANT under this AGREEMENT prior to termination, unless the cost of completion to DISTRICT exceeds the funds remaining in the AGREEMENT. In which case the overage shall be deducted from any sum due CONSULTANT under this AGREEMENT and the balance, if any, shall be paid to CONSULTANT upon demand.

The maximum amount for which the DISTRICT shall be liable if this AGREEMENT is terminated is the amount due to CONSULTANT for work performed in accordance with the AGREEMENT terms, as further set forth below.

In the event of termination for reason of CONSULTANT's breach or default in the performance of any of CONSULTANT's obligations under this AGREEMENT that remain uncured after ten (10) business days from written notice of such termination, CONSULTANT shall be compensated in accordance with the provisions of Section 20, *Allowable Cost and Payments*, only for those services already performed and expenses incurred in full accordance with the requirements of this AGREEMENT up to the effective date of termination, less any amount deducted pursuant to the second paragraph above.

28. NOTICES

All communications relating to the day-to-day activities of the Project shall be exchanged between DISTRICT's Contract Manager, Rodolfo Galang, Directing Civil Engineer and CONSULTANT's Contract Manager.

All notices and communications regarding interpretation of the terms of this AGREEMENT and changes thereto shall be in writing and may be given by personal delivery to a representative of the parties or by mailing the same, postage prepaid, addressed as follows:

If to DISTRICT: John R. Eberle, P.E.
District Engineer
Golden Gate Bridge, Highway and Transportation District

P.O. Box 29000, Presidio Station
San Francisco, CA 94129-9000
Telephone: (415) 923-2003

If to CONSULTANT:

The address to which mailings are to be made may be changed from time to time by notice mailed as described above. Any notice given by mail shall be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

29. FUNDING REQUIREMENTS

This AGREEMENT is valid and enforceable only, if sufficient funds are made available to DISTRICT for the purpose of this AGREEMENT. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.

30. DISPUTE RESOLUTION

In the event of a dispute between DISTRICT and CONSULTANT concerning any question of fact in connection with the Services performed under this AGREEMENT, the parties shall meet and confer and make good faith efforts to resolve the dispute before resorting to any legal action.

31. ATTORNEYS' FEES

If any legal proceeding should be instituted by either of the parties hereto to enforce the terms of this AGREEMENT or to determine the rights of the parties thereunder, the prevailing party in said proceeding shall recover, in addition to all court costs, reasonable attorneys' fees.

32. BINDING ON SUCCESSORS

All of the terms, provisions, and conditions of this AGREEMENT shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, and legal representatives.

33. APPLICABLE LAW

This AGREEMENT, its interpretation and all work performed thereunder shall be governed by the laws of the State of California.

34. WAIVER

Any waiver of any breach or covenant of this AGREEMENT must be in a writing executed by a duly authorized representative of the party waiving the breach. A waiver by any of the parties of a

breach or covenant of this AGREEMENT shall not be construed to be a waiver of any succeeding breach or any other covenant unless specifically and explicitly stated in such waiver.

35. SEVERABILITY

If any provision of this AGREEMENT shall be deemed invalid or unenforceable, that provision shall be reformed and/or construed consistently with applicable law as nearly as possible to reflect the original intentions of this AGREEMENT; and in any event, the remaining provisions of this AGREEMENT shall remain in full force and effect.

36. NO THIRD PARTY BENEFICIARIES

This AGREEMENT is not for the benefit of any person or entity other than the parties.

37. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any DISTRICT employee. For breach or violation of this warranty, DISTRICT shall have the right in its discretion to terminate the AGREEMENT without liability; to pay only for the value of the work actually performed; or to deduct from the AGREEMENT price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

38. ENTIRE AGREEMENT; MODIFICATION

This AGREEMENT may be modified or amended only by written instrument signed by both CONSULTANT and DISTRICT following approval thereof by the Board of Directors of DISTRICT or General Manager.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT by their duly authorized officers as of the day and year first above written.

DISTRICT:
**GOLDEN GATE BRIDGE, HIGHWAY AND
TRANSPORTATION DISTRICT**

CONSULTANT:*

By: _____
President, Board of Directors

By: _____

ATTEST:

Name: _____

By: _____
Secretary of the District

Title: _____

APPROVED AS TO FORM:

By: _____

By: _____
Attorney for the District

Name: _____

Title: _____

** If CONSULTANT is a corporation, this AGREEMENT must be executed by two corporate officers, consisting of: (1) the President, Vice President or Chair of the Board, and (2) the Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer.*

In the alternative, this AGREEMENT may be executed by a single officer or a person other than an officer provided that evidence satisfactory to DISTRICT is provided demonstrating that such individual is authorized to bind the corporation (e.g., a copy of a certified resolution from the corporation's board or a copy of the corporation's bylaws).

LIST OF EXHIBITS

- Exhibit A** District's Request for Statement of Qualifications and Proposals dated, 2026
- Exhibit B** CONSULTANT's Scope of Work Proposal dated _____, 2026
- Exhibit B-1** CONSULTANT's Cost proposal dated _____, 2026

SBE Goal Declaration

Prime Contractor

2026-BT-011, San Rafael Bus Facility Water Line Modifications Engineering Design Services

Contract/RFP Number and Name

Check one or more that apply:

_____ The Bidder/Proposer is a certified SBE in accordance with District standards. A copy of our Certification (and, if required, Affidavit of Size) is enclosed.

_____ The Bidder/Proposer commits to subcontract at least ____% of its Net Bid Price with one or more certified SBEs for a Commercially Useful Function in the performance of the Contract. **Note:** *If you are responding to a Request for Proposal, attach your List of SBEs to this declaration.*

_____ The Bidder/Proposer has NOT met the contract SBE goal and is not itself a certified SBE.

The Bidder/Proposer hereby submits documentation of a verifiable Good Faith Effort.

Signature

Date

Documents to Be Included with Proposal with SBE Goal

	Request for Proposals
SBE Goal Declaration	X
List of Subconsultants	X
List of SBEs (attach to SBE Goal Declaration)	X
Prime Consultant and Subcontractor/ Subconsultant/Supplier Report	X
Good Faith Efforts Documentation	X
Copies of SBE Certifications	X
Small Business Enterprise Affidavit of Size (as required; see list of acceptable certifications)	X

SMALL BUSINESS ENTERPRISE AFFIDAVIT OF SIZE

Who should submit this form:

If your business is certified by any of the following, please complete and submit this form with a copy of your Certification. This form may be used for Prime Contractors, Subcontractors, Subconsultants, and Suppliers. Your firm's average annual gross receipts must fall below the U.S. Small Business Administration (SBA) industry-specific size cap and in no case exceed \$32.82 million. (View SBA size table here: <http://www.sba.gov/content/table-small-business-size-standards> and click on size standards table link at bottom of web page.)

- SB/SB MICRO/SB-PW Certification by the California Department of General Services (DGS).
- SBA 8(a) Certification by the U.S. Small Business Administration.
- SBE Certification by other California county or local government-certifying agency or out-of-state government-certifying agency that conform with District requirements.

See Exhibit 11, Notice to Proposers: Business Opportunity Program-SBE Program Element for further information on business size, and subsection B for list of all acceptable certifications.

I HEREBY DECLARE AND AFFIRM that I am the _____
(Title)
and duly authorized representative of _____
(Name of Firm)
whose address is _____
and whose phone is _____

I HEREBY DECLARE AND AFFIRM that the firm is a Small Business Enterprise (SBE) in accordance with Golden Gate Bridge, Highway and Transportation District (District) standards as defined in its Business Opportunity Program. The firm is certified as of the date that the District receives the bid/proposal for

RFQ/RFP No. 2026-BT-011, San Rafael Bus Facility Water Line Modifications Engineering Design Services

I will provide the certification to document this fact with this enclosure.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING STATEMENTS ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF THE ABOVE FIRM, TO MAKE THIS AFFIDAVIT.

(Date) (Affiant) (Title)

**NOTICE TO PROPOSERS: BUSINESS OPPORTUNITY PROGRAM –
SBE PROGRAM ELEMENT**

The District has established a 5.5% Small Business Enterprise (SBE) goal for this RFP.

As a recipient of federal funds from the United States Department of Transportation (U.S. DOT), the District is required to comply with Title 49 of the Code of Federal Regulations (“C.F.R.”) Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*, as may be amended (“Regulations”). The District is committed to a Business Opportunity Program (Program) that includes the Disadvantaged Business Enterprise (DBE) Program and Small Business Enterprise (SBE) Element required by the Regulations. It is the policy of the District to ensure nondiscrimination on the basis of race, color, national origin, or sex in the award and performance of any U.S. DOT assisted contracts and in the administration of its Program in accordance with the Regulations. It is the intention of the District to create a level playing field on which DBEs and SBEs can compete fairly for contracts and subcontracts relating to the District’s construction, procurement, and professional services activities.

On October 3, 2025, the U.S. DOT issued an Interim Final Rule (IFR) amending the DBE Regulations. As a result of the IFR, DBE goals and participation are suspended pending completion of the California Unified Certification Program’s reevaluation and certification process under the IFR’s revised certification standards set forth in 49 CFR § 26.111. **Accordingly, DBEs will not be counted towards achieving the established SBE goal.**

The District has established a Small Business Enterprise (SBE) Element within its DBE Program as one of its race-neutral methods of achieving small business participation, including disadvantaged business participation, on particular contracts with subcontracting opportunities. A copy of the SBE Element is available at the following link and incorporated by reference into this Exhibit:

https://www.goldengate.org/assets/1/6/draft_economic_business_opportunity_program_april_2025.pdf.

This SBE Element applies to all District Contracts and Professional Service Agreements, regardless of funding source, where race-neutral and gender-neutral methods are employed. The District will take all reasonable steps to eliminate obstacles to SBE prime consultant or subconsultant participation in District procurement activities. For administrative convenience, the District may follow some of the procedures for DBE contract goals in 49 C.F.R. Part 26 to implement this SBE contract goal. For purposes of this solicitation and any resulting agreement, references to "DBE" in 49 C.F.R. Part 26 mean SBE.

A. Definition of Small Business Enterprise

1. To participate as an eligible small business in programs administered by the District, a firm must meet both of the following requirements:

a. A firm (including affiliates) must be an existing small business as defined by Small Business Administration (SBA) regulations, 13 CFR Part 121, for the appropriate type(s) of work that a firm performs. The firm must hold one of the acceptable certifications listed in

Section B below.

b. Even if a firm meets the above requirement, the firm's (including affiliates') average annual gross receipts over the previous three years cannot exceed a maximum cap of \$32.82 million (or as adjusted for inflation by the Secretary of U.S. DOT). SBA size standards vary by industry, and for certain industries may be higher than the \$32.82 million cap. For example, the SBA size standard for a general construction contractor is \$45 million. If a general construction contractor's average annual gross receipts over the previous three years is \$33 million, while it is below \$45 million and meets the SBA size standard, it would be ineligible to participate as a small business for District purposes as it exceeds \$32.82 million.

For information on SBA size standards, visit: <https://www.sba.gov/document/support-table-size-standards>. Affiliates are defined in SBA regulations 13 CFR Part 121.103. It is the Consultant's responsibility to verify that SBEs are certified at the time of proposal submittal.

B. Acceptable Comparable Small Business Enterprise Certifications

The District will accept the small business enterprise certifications performed by other agencies, provided that the size standards described in Sections A.1.a and A.1.b above are met. If a firm is certified in one or more of the following programs, and meets District size standards, the firm is automatically deemed a small business for District purposes. The term "SBE" will be used collectively for qualified DBEs, SBEs, and other approved small business certifications. As indicated below, the District requires an affidavit of size for each SBE prime consultant or subconsultant not certified as a DBE. Certifications from self-certification programs are not acceptable. District may request and review financial data provided by SBE firms on a case-by-case basis to confirm eligibility.

Firms must be certified as of the time of proposal submittal.

1. **Small Business (SB) certification by the California Department of General Services (DGS)** provided that their certification complies with Sections A.1.a and A.1.b above. In addition to copies of SB certifications, proposers must submit an affidavit of size for each SB prime consultant or subconsultant at the specified time in the solicitation.

2. **Microbusiness (SB Micro) certification by the California Department of General Services** for ALL industries provided that their certification complies with Sections A.1.a and A.1.b above. In addition to copies of SB Micro certifications, proposers must submit an affidavit of size for each SB Micro prime consultant or subconsultant at the specified time in the solicitation.

3. **Small Business for the Purpose of Public Works (SB-PW) certification by the California Department of General Services** provided that their certification complies with Section A.1.a and A.1.b above. In addition to copies of SB-PW certifications, proposers must submit an affidavit of size for each SB-PW prime consultant or subconsultant at the time specified in the solicitation.

4. **SBE 8(a) by the U.S. Small Business Administration** provided that their certification complies with Section A.1.a and A.1.b above. In addition to copies of SBA 8(a) certifications, proposers must submit an affidavit of size for each SBA 8(a) prime consultant or

subconsultant at the time specified in the solicitation.

5. **SBE certification from other state, county, or local government- certifying agency**, provided that their certification complies with Sections A.1.a and A.1.b above and is not based on race or gender eligibility criteria. In addition to copies of certifications, proposers must submit an affidavit of size for each certified prime consultant or subconsultant at the time specified in the solicitation.

C. Awarding Contracts with Contract-Specific SBE Goals

A bidder or proposer that fails to demonstrate that it achieved the contract-specific SBE goal and fails to demonstrate that it made sufficient good faith efforts to do so shall not be deemed “responsive” and, therefore, shall be ineligible for award of the contract. The bidder or proposer will include in its bid or proposal an *SBE Goal Declaration* in a form designated by the District notifying the District of its SBE goal attainment. Please refer to the Program at the link provided above for additional information on how the District performs its review of SBE documentation.

Determination of Good Faith Efforts. If the amount of SBE participation does not meet the contract-specific goal, the SBE Manager shall review the good faith efforts documentation submitted by the bidder/proposer. The SBE Manager shall determine whether the bidder/proposer has performed the quality, quantity and intensity of efforts that demonstrate a reasonably active and aggressive attempt to meet the contract-specific goal in accordance with the types of good faith efforts described in Title 49 C.F.R. Part 26, Appendix A. All bidders/proposers must submit Good Faith Efforts documentation.

Bidder’s Right to Administrative Reconsideration. In the event that the SBE Manager determines that the apparent low bidder or highest ranked proposer is not responsive to the solicitation because it has not met the contract-specific goal or has not demonstrated good faith efforts to meet the contract-specific goal, the SBE Manager will notify the bidder/proposer in writing. The notification shall include the reasons for the determination and inform the bidder/proposer of its right to request administrative reconsideration of the determination.

The bidder's/proposer's request for administrative reconsideration must be in writing and sent to the designated staff person within the time period specified in the notice of determination. As part of the administrative reconsideration, the bidder may submit written documentation for the Review Committee's consideration and may appear before the Review Committee. The Review Committee will only consider documentation of good faith efforts made prior to the bid/proposal due date. Any written documentation the bidder/proposer wishes the Review Committee to consider must be submitted to the designated staff person within the timeframe specified in the notice of administrative reconsideration. The Review Committee will convene for the administrative reconsideration prior to the time that a recommendation for award of the contract is presented to the appropriate committee and then to the Board of Directors or to the General Manager, as applicable.

The Review Committee will consider the bidder's good faith efforts documentation submitted with its bid/proposal, the SBE Manager's original good faith efforts determination, and any other written materials the bidder/proposer has submitted to the Review Committee, in accordance with this section, to determine whether the bidder/proposer has performed the quality, quantity, and intensity

of efforts that demonstrates a reasonably active and aggressive attempt to meet the contract-specific goal in accordance with 49 C.F.R. Part 26, Appendix A. The Review Committee shall provide the bidder/proposer with a written decision on reconsideration, explaining the basis for its determination. In the event that the Review Committee finds that the bidder/proposer has not met the contract-specific goal or has not demonstrated sufficient good faith efforts to meet the contract-specific goal, the SBE Manager will deem said bidder/proposer not responsive and evaluate the responsible bidder submitting the next lowest bid, or the next highest-ranking proposer. The result of the reconsideration process is not administratively appealable to the U.S. Department of Transportation, Federal Transit Administration, or Caltrans.

D. Available Small Business Resources

The following resources do not in any way prequalify the certified firms with respect to licensing, bondability, competence or financial responsibility. The Business Opportunity Office (Office) also maintains a resource list of organizations that promote small business participation in contracts, which will be provided upon request.

For listings of certified Small Business (SB) and Microbusiness (MB) certified by the California Department of General Services (DGS): <https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx>.

For listings of certified SBA 8(a) firms certified by the Small Business Administration: https://dsbs.sba.gov/search/dsp_dsbs.cfm.

For all other SBE certifications from other state, county, or local government- certifying agency, refer to related websites and databases provided certification eligibility is not based on race or gender.

Consultants are encouraged to use services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals. To obtain a list of these financial institutions, please contact the Office at 415-257-4581.

E. Determining the Amount of SBE Participation

SBE participation includes that portion of the contract work actually performed by a certified SBE with its own forces. An SBE may participate as a prime contractor/consultant, subcontractor, subconsultant, joint venture partner, or vendor or supplier of materials or services required by the contract.

An SBE's participation can only be counted if it performs a commercially useful function on the contract. An SBE performs a commercially useful function when it actually performs, manages, and supervises a portion of the work involved. There is a rebuttable presumption that if the SBE is not responsible for at least 30% of the work with its own forces, or subcontracts a greater portion of the work than the normal industry standard, it is not performing a commercially useful function.

The Consultant shall determine the amount of SBE participation for each SBE performing work on the contract in terms of both the total value of the work in dollars and the percentage of the total contract bid amount. The Consultant shall also determine the total amount of SBE participation for the entire contract. The Consultant shall count SBE participation according to the following guidelines:

1. **SBE Prime Consultant.** Count the entire dollar amount of the work performed or services provided by the SBE's own forces, including the cost of materials and supplies obtained for the work and the reasonable fees and commissions charged for the services. Do not count any work subcontracted to another firm as SBE participation by the SBE Prime Consultant.
2. **SBE Subconsultant.** Count the entire amount of the work performed or services provided by the SBE's own forces, including the cost of materials and supplies obtained for the work, except for materials and supplies purchased or leased from the Prime Consultant, and reasonable fees and commissions charged for the services. Do not count any work subcontracted by an SBE subconsultant to a non-SBE firm. If the work has been subcontracted to another SBE, it will be counted as SBE participation for that other SBE.
3. **SBE Joint Venture Partner.** Count the portion of the work that is performed solely by the SBE's forces or, if the work is not clearly delineated between the SBE and the joint venture partner, count the portion of the work equal to the SBE's percentage of ownership interest in the joint venture.
4. **SBE Manufacturer.** Count 100% of the costs of materials and supplies obtained from a SBE manufacturer that operates or maintains a factory that produces the materials and supplies on the premises. This applies whether the SBE is a prime consultant or subconsultant.
5. **SBE Regular Dealer.** Count 60% of the costs of materials and supplies obtained from a SBE regular dealer that owns, operates or maintains a store or warehouse in which the materials and supplies are regularly bought, kept in stock and sold or leased to the public in the usual course of business, except regular dealers of bulk items such as petroleum, cement and gravel, who own and operate distribution equipment in lieu of maintaining a place of business. This applies whether an SBE is a prime consultant or subconsultant. An *SBE Regular Dealer/Distributor Affirmation* form shall be submitted, if applicable.
6. **SBE Distributor.** Count 40% for the cost of materials for SBE distributors permitted to drop-ship from manufacturers, only if SBE firm has a distributorship agreement or assumes all responsibility for the materials after point of origin. An *SBE Regular Dealer/Distributor Affirmation* form shall be submitted.
7. **Other SBEs.** Count the entire amount of fees or commissions charged for assistance in procuring or delivering materials and supplies when purchased from a SBE that is not a manufacturer or regular dealer, provided the fees are reasonable and not excessive as compared with fees charged for similar services. Do not count the cost of the materials and supplies.
8. **SBE Trucking Company.** An SBE trucking company performs a commercially useful function if it is responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting the SBE goal. The SBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.

Count the entire amount of the transportation services provided by an SBE trucking company that performs the work using trucks it owns, insures and operates using drivers it employs. An SBE may also lease trucks from a non-SBE firm, including from an owner-operator. The SBE that leases trucks equipped with drivers from a non-SBE is entitled to credit for the total value of transportation

services provided by non-SBE leased trucks equipped with drivers not to exceed the value of transportation services on the contract provided by SBE-owned trucks or leased trucks with SBE employee drivers total value of the transportation services the SBE provides on the contract using trucks it owns, insures, and operates using drivers it employs. The SBE may lease trucks from another SBE firm, including an owner-operator who is certified as an SBE. The SBE who leases trucks from another SBE receives credit for the total value of the transportation services the lessee SBE provides on the contract.

A SBE may lease trucks without drives from a non-SBE truck leasing company. If the SBE leases trucks from a non-SBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of hauling services. A lease must indicate that the SBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the SBE, so long as the lease gives the SBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the SBE. Count the entire amount of the transportation services provided by an SBE trucking company that performs the work using trucks it leases from another SBE, including an owner-operator, provided that it is responsible for the overall management and supervision of the service and that it uses at least one truck that it owns, insures and operates with its own employees on the contract. There cannot be a contrived arrangement for the purpose of meeting SBE goals.

Count the total value of hauling services, if a SBE leases trucks without drivers from a non-SBE truck leasing company, provided that the SBE uses its own employees as drivers.

Count the entire amount of fees and commissions charged for providing the management and supervision of transportation services using trucks it leases from a non-SBE trucking company, including owner-operator, provided that it is responsible for the overall management and supervision of the service and that it uses at least one truck that it owns, insures and operates with its own employees on the contract.

A lease must indicate that the SBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with consent of the SBE, so long as the lease gives the SBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the SBE.

F. Contract Compliance

1. Termination and Replacement of SBE Subcontractors/Subconsultants/Suppliers

A Consultant may not terminate an SBE subcontractor listed on a *Prime Consultant and Subcontractor/Subconsultant/Supplier Report* (or an approved replacement SBE firm) without prior written District consent. This includes, but is not limited to, instances in which a Consultant seeks to perform work or supply materials originally designated for an SBE subcontractor/subconsultant/supplier with its own forces or those of an affiliate, a non-SBE firm, or with another SBE firm. For contracts with SBE contract goals, the District may provide such written consent to the termination or replacement of an SBE subconsultant/subcontractor/supplier only for good cause, which includes, but is not limited to the following circumstances:

- The listed SBE subconsultant fails or refuses to execute a written contract;

Exhibit 11

- The listed SBE subconsultant fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist, if the failure or refusal of the SBE subconsultant to perform its work on the subcontract results from the bad faith or discriminatory action of the Consultant;
- The listed SBE subconsultant fails or refuses to meet the Consultant's reasonable, nondiscriminatory bond requirements;
- The listed SBE subconsultant becomes bankrupt, insolvent, or exhibits credit unworthiness;
- The listed SBE subconsultant is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1200 or applicable state law;
- Consultant has determined that the listed SBE subconsultant is not a responsible contractor;
- The listed SBE subconsultant voluntarily withdraws from the project and provides to Consultant written notice of its withdrawal;
- The listed SBE is ineligible to receive SBE credit for the type of work required;
- A SBE owner dies or becomes disabled with the result that the listed SBE subconsultant is unable to complete its work on the contract;
- Other documented good cause that you determine compels the termination of the SBE subconsultant, provided that good cause does not exist if the Consultant seeks to terminate a SBE it relied upon to obtain the contract so that the Prime Consultant can self-perform the work for which the SBE subconsultant was engaged or so that the Prime Consultant can substitute another SBE or non-SBE subconsultant after contract award.

Prior to requesting District consent for replacement or termination of an SBE firm, Consultant must meet the following requirements:

Termination: Send a written notice to the SBE of the Consultant's intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously, send a copy of this written notice to District and electronically submit a request through the District's Diversity Compliance Management System. The written notice to the SBE must request they provide any response within five (5) business days to both the Consultant and District by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur. If the SBE does not respond within five (5) business days, Consultant may move forward with the request as if the SBE had agreed to Consultant's written notice. Submit Consultant's SBE termination request by written letter to District and include one or more justifiable reasons along with supporting documentation, Consultant's written notice to the SBE regarding the request, including proof of transmission and tracking documentation of Consultant's written notice, and the SBE's response to Consultant's written notice, if received. If a written response was not provided, provide a statement to that effect.

Replacement: After receiving the District's written and electronic authorization of SBE termination request, Consultant must obtain the District's written agreement and electronic approval for SBE replacement. Consultant is required to find or demonstrate adequate good faith efforts to find qualified SBE replacement firms to perform the work to the extent needed to meet the SBE commitment. The following procedures shall be followed to request authorization to replace a SBE firm:

1. Submit a request to replace a SBE with other forces or material sources electronically and in writing to the District. The request must include:

a. Description of remaining uncommitted work items made available for replacement SBE solicitation and participation.

b. The proposed SBE replacement firm's business information, the work they have agreed to perform, and the following:

- Quote for bid item work and description of work to be performed
- Proposed subcontract agreement and written confirmation of agreement to perform on the Contract

2. If Consultant has not identified an SBE replacement firm, submit documentation of the Consultant's GFE to use SBE replacement firms within 7 days of District's authorization to terminate the SBE. The Consultant may request the District's approval to extend this submittal period to a total of 14 business days. Submit documentation of actions taken to find an SBE replacement firm, such as:

- Search results of certified SBEs available to perform the original SBE work identified and or other work the Consultant had intended to self-perform, to the extent needed to meet SBE commitment

- Solicitations of SBEs for performance of work identified

- Correspondence with interested SBEs that may have included contract details and requirements

- Negotiation efforts with SBEs that reflect why an agreement was not reached

- If SBE's quote was rejected, provide Consultant's reasoning for the rejection, such as why the SBE was unqualified for the work, or why the price quote was unreasonable or excessive

- Copies of each SBE's and non-SBE's price quotes for work identified, as the District may contact the firms to verify solicitation efforts and determine if the SBE quotes are substantially higher

- Additional documentation that supports the Consultant's good faith efforts

Consultant shall provide to the District a copy of all SBE subcontracts upon District request. All subconsultant contracts with SBEs to supply labor or materials require that the subcontract and all lower tier subcontractors be performed in accordance with 49 C.F.R. Part 26.

2. **SBE Certification Status.** If a SBE subconsultant is decertified during the life of the project, the decertified subconsultant shall notify the Consultant in writing with the date of decertification. If a subconsultant becomes a certified SBE during the life of the project, the subconsultant shall notify the Consultant in writing with the date of certification. The Consultant shall furnish the written documentation to the Project Manager.

3. **Commercially Useful Function.** An SBE must perform a Commercially Useful Function when performing work or supplying materials listed on the *Prime Consultant and Subcontractor/Subconsultant/Supplier Report*. To determine whether an SBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the Contract is commensurate with the work it is actually performing, and other relevant factors.

Consultant must perform a CUF evaluation for each SBE working on the Contract at the beginning of the SBE's work and continue to monitor the performance of the CUF for the duration of the project. Contractor must inform the District in advance of each SBE's initial performance of work or supplying materials for the Contract. The notification must include the SBE's name, work the SBE will perform on the contract, including the North American Industry Classification System (NAICS) code, and the location, date, and time of where their work will take place. Within 10 days of a SBE initially performing work or supplying materials on the Contract, Consultant shall submit to District the initial CUF review using a form provided by the District. Information may include the following:

- Subcontract agreement with the SBE
- Purchase orders
- Bills of lading
- Invoices
- Proof of payment

Consultant must monitor the CUF of each SBE throughout the time the SBE is performing work on the Contract using the form provided by the District. Consultant must submit to the District its CUF review by the end of the month in which the SBE performed work or provided supplies. Consultant must notify District immediately if they believe the SBE may not be performing a CUF. District will verify SBEs' performance of CUF by conducting its own CUF review, reviewing the Consultant's initial CUF review, including supporting information submitted by the Consultant, field observations, and through any additional information provided. District will provide written notice to the Consultant and the SBE at least two (2) business days prior to any review. The Consultant and the SBE must participate in the evaluation. An evaluation could include items that must be remedied upon receipt.

If the District determines the SBE is not performing a CUF, the Consultant must suspend performance of the noncompliant work. Consultant and SBEs must submit any additional CUF related records and documents within five (5) business days of District's request such as:

- Proof of ownership or lease and rental agreements for equipment
- Tax records
- Employee rosters
- Certified payroll records
- Inventory rosters

Failure to submit required SBE Commercially Useful Function Evaluation form or requested records and documents can result in withholding of payment for the value of work completed by the SBE. If Consultant and/or District determine that a listed SBE is not performing a CUF in performance of

their SBE committed work, Consultant must immediately suspend performance of the noncompliant portion of the work. District may deny payment for the noncompliant portion of the work. District will ask the Consultant to submit a Corrective Action Plan (CAP) to District within five (5) days of the noncompliant CUF determination. The CAP must identify how the Consultant will correct the noncompliance findings for the remaining portion of the SBE's work.

The Consultant must implement the CAP within five (5) days of the District's approval. District will then authorize the prior noncompliant portion of work for the SBE's committed work. If corrective actions cannot be accomplished to ensure the SBE performs a commercially useful function on the Contract, Consultant may have good cause to request termination of the SBE.

4. **Prompt Payment to Subconsultants.** The Consultant shall pay any subconsultant approved by the District for work that has been satisfactorily performed no later than fifteen (15) days from the date of the Consultant's receipt of progress payments by the District.

The District shall hold retainage from the Consultant and shall make prompt and regular incremental acceptances of portions of the contract work, as determined by the District, and pay retainage to the Consultant based on these acceptances. The Consultant or subconsultant shall return all monies withheld in retention from all subconsultants within fifteen (15) days after receiving payment for work satisfactorily completed and accepted (Section 3321 of the CCC), including incremental acceptances of portions of the work under the Agreement by the District. Any delay or postponement of payment may take place only for good cause and with the District's prior written approval.

Any violation of these provisions shall subject the violating Consultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the Consultant or Subconsultant in the event of a dispute involving late payment, or nonpayment by the Consultant, or deficient subconsultant's performance, or noncompliance by a subconsultant. Consultant shall include language in their subcontracts that stipulates Consultant and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes. Consultant will not be reimbursed for work performed by subcontractors unless and until Consultant ensures that subcontractors are promptly paid for the work they have performed. This provision applies to both SBE and non-SBE Consultant and Subconsultants.

In the event the Consultant does not make progress payments or release retentions to the subconsultants in accordance with the time periods in this section, the Consultant will be subject to a charge of two percent (2%) per month on the untimely or improperly withheld payment.

Any subcontract entered into as a result of this AGREEMENT shall contain all the provisions of this Section.

5. **Recordkeeping.** Consultant shall maintain records of all SBE participation in the performance of Contract, including subcontracts entered into with certified SBEs and all materials purchased from certified SBEs. It is the Consultant's responsibility to maintain records and documents for three (3) years following the performance of the contract. These records will be made available for inspection upon request by any authorized representative of the District. This reporting requirement is also extended to any certified SBE subconsultants.

District staff will monitor paperwork and onsite performance of SBE contracts to make sure that SBEs are actually performing the work with its own forces. Consultant will certify this activity in writing.

6. **Electronic Prompt Payment Reporting Requirement.** Consultant is required to report payments to all subcontractors, subconsultants, suppliers, manufacturers, and truckers (collectively known as “Subcontractors”) in the District’s Diversity Compliance Management System (DCMS) on a monthly basis, within ten (10) calendar days of a system notification. The Consultant shall provide all specified information for all subcontractors for all tiers. The subcontractor must confirm receipt of payment from the Consultant within five (5) calendar days of an email notification. It is the Consultant’s responsibility to ensure that the subcontractors confirm payments in DCMS in accordance with the requirements set forth above. To access DCMS, visit our portal at <https://ggbhdt.diversitycompliance.com>. For assistance, contact ggbhdt@diversitycompliance.com.

If the Consultant fails to comply with the monthly electronic reporting requirements within the time periods required in this section and has not received written approval for an extension, the Consultant agrees to pay a sum of fifty dollars (\$50) each day the monthly reporting is late as liquidated damages. The amount of liquidated damages is not a penalty and covers reasonable damages that the District will sustain, and which are impractical to determine in advance. The District may deduct the amount of liquidated damages from monies due to the Consultant.

Upon completion of each subcontractor’s services under this Agreement, the Consultant must indicate a final audit, and include final payment information with supporting documentation in DCMS. The administrative deduction amount assessed in accordance with the above paragraph will be returned to the Consultant when all payments to subcontractors have been reported, confirmed, and approved by the District. **Final payment will not be processed until all payments to subcontractors have been reported, confirmed, and approved by the District.** Any subcontract entered into as a result of this Agreement shall contain all the provision of this section. **The District may waive the reporting requirements if no subcontractors are used on the contract.**

7. **Administrative Remedies.** In the event the Consultant fails to comply with the SBE requirements of this contract in any way, the District reserves the right to implement administrative remedies which may include, but are not limited to, withholding of progress payments and contract retentions, imposition of liquidated damages, and termination of the contract in whole or in part.

Any subcontract entered into as a result of this Agreement shall contain all the provisions of this section.

**LOBBYING CERTIFICATION FOR CONTRACTS GRANTS,
LOANS AND COOPERATIVE AGREEMENTS
(Pursuant to 49 CFR Part 20, Appendix A)**

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

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions and as amended by "Governmentwide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1412 (1/19/96).
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and Contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than Ten Thousand Dollars (\$10,000) and not more than One Hundred Thousand Dollars (\$100,000) for each such failure.

The Proposer, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Proposer understands and agrees that the provisions of 31 USC A 3801, et. seq. apply to this certification and disclosure, if any.

Signature of Authorized Official

Name and Title of Authorized Official

Date

SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known _____	
6. Federal Department/Agency: _____	7. Federal Program Name/Description: CFDA Number, if applicable _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: _____	
10. Name and Address of Lobby Entity (If individual, last name, first name, MI) _____ (attach Continuation Sheet(s) if necessary)	11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI) _____ (attach Continuation Sheet(s) if necessary)	
12. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	14. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
13. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____		
15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12: (attach Continuation Sheet(s) if necessary)		
16. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/>		
17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Authorized for Local Reproduction Standard Form - LLL		

Standard Form LLL Rev. 04-28-06

If there has not been any lobbying activities, write NA and complete the signature block

Distribution: Orig- Local Agency Project Files

INSTRUCTIONS FOR COMPLETING EXHIBIT 13 DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to: subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
11. Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check all boxes that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
16. Check whether or not a continuation sheet(s) is attached.
17. The certifying official shall sign and date the form, and print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503. SF-LLL-Instructions Rev. 06-04