

## CONDITIONS OF APPROVAL

### Project Features:

1. The Ferry Landing Project (Project) shall not include Belvederes.

### Standard Conditions:

2. The District shall obtain all necessary approvals from any public agency with jurisdiction, including without limitation BCDC and Army Corps.
3. The District shall comply with all conditions, regulations and other requirements imposed on the Project by the City and any other public agency, including all mitigation measures and conditions required by CEQA.
4. The District shall defend, indemnify (including reimbursement of all fees and costs reasonably incurred by separate counsel retained by the City) and hold harmless the City and its officers, agents and employees, from and against any and all liability, loss, damage, or expense, including without limitation reasonable attorney's fees which City may suffer or incur as a result of any claims relating to or arising from the City's approval of the Project or any portion of the Project.

### Construction:

5. Subject to the District's existing right of access pursuant to Section 3.1, subdivision c of the parties' Lease Agreement (Lease), which rights are not altered or amended, and any temporary encroachment permit that the City may grant for the Project, Municipal Parking Lot 1 shall not be used for any construction staging or material lay-down areas.
6. The District shall provide in its construction contract document that construction workers shall not use on-street parking in the vicinity of the Project. The District (or its contractor) shall lease, or otherwise provide, adequate number of parking spaces in a City parking lot (other than Municipal Parking Lot 1) or a private lot, for construction workers. Construction workers will be shuttled or carpool to the construction site, as appropriate.
7. The District shall comply with Sausalito Municipal Code Section 12.16.140 which governs the days and hours during which construction activity is allowed in the City (weekday 8:00 am - 6:00 pm, Saturdays between 9:00 and 5:00 pm, Sundays prohibited, holidays officially recognized by the City not including Sundays between 9:00 am and 7:00 pm).
8. Prior to commencement of Project construction:
  - A. A traffic control plan conforming to the current edition of CalTrans publication "California Manual on Uniform Traffic Devices, Part 6 - Temporary Traffic Control" shall be submitted for review and comment by the City. The traffic control plan shall show all temporary traffic, pedestrian and bicycle control measures and signage.

## CONDITIONS OF APPROVAL

B. A construction staging plan and construction schedule shall be submitted for review and comment by the City Engineer or designee. The locations of construction materials, equipment, vehicles, debris box, portable restrooms, etc. shall be depicted.

C. The District's traffic control and construction staging/schedule plans shall be made available to the public by providing copies to the City for display or review at City Hall and/or on line.

D. In addition to complying with the Municipal Code regarding days and hours of construction and traffic control, the District shall:

- during the operation of the temporary pier, limit ferry vessel speeds to no more than 5 knots unless weather conditions or safety considerations require otherwise;
- perform pre and post-construction crack surveys of buildings and piers at both the Sausalito Yacht Club (SYC) and the Inn Above the Tides (IAT);
- install vibration monitors on SYC and IAT structures;
- monitor noise and vibration levels at SYC and IAT during pile installation;
- install piles using vibration and drilling methods and not impact hammer methods;
- limit pile installation to the period June 1 through June 30 and October 1 through November 30. No pile installation shall occur between July 1 and September 30;
- invite SYC, IAT and the City to its pre-bid meeting with prospective contractors;
- meet with SYC, IAT and the City regularly during construction to provide 90-day forecasts of future construction activity;
- provide copies of its construction schedule to SYC, IAT and the City;
- provide SYC, IAT and the City with at least 30 days advance notice prior to pile installation construction activities
- prior to commencing permanent operations the District shall provide the City with the long term maintenance plan for the Project.

### **Lease Amendment/Encroachment:**

9. The District shall obtain encroachment permit(s) from the City prior to using the public right of way for non-public purposes (e.g. private parking, material and debris box storage, curb, gutter or sidewalk construction or demolition). The issuance of such permit(s) shall not be unreasonably withheld, conditioned or delayed.

10. Prior to commencement of construction, the Lease shall be amended to allow for the location of the temporary float for the duration of the construction of the new Ferry Landing and to revise the Leased Area to include the pile/fender, the utility trench and the location of the utility boxes as shown on the August 2017 Revised Plans submitted to the City.

## CONDITIONS OF APPROVAL

11. Prior to commencement of construction, the Lease shall be amended to prohibit the District from docking vessels overnight at the temporary or permanent Ferry Landing absent City consent in writing, except in the case of an emergency.

12. Prior to commencement of construction, the Lease shall be amended as follows: (1) the District may not load or unload more than one vessel at a time at the temporary or permanent Ferry Landing, except in the case of an emergency; and (2) one year following commencement of permanent operations, and continuing annually thereafter, the District shall submit a written report to the City describing the number, dates and reasons for each incident that more than one vessel at a time was docked at the Ferry Landing.

13. Prior to commencement of permanent operations, the District shall relocate its ticket vending machine to a new location as may be agreed to by the City, BCDC and the District. The Lease shall be amended if necessary to facilitate this relocation.

### Mitigations:

14. The District shall mitigate noise impacts of the hydraulics boarding system to the extent feasible. At a minimum, however, the piston pumps shall utilize Easton model PVM045 or other model with unenclosed noise levels that do not exceed 62 DbA. The District shall further reduce noise impacts of the pump by isolating the pump/motor group from its support frame with rubber isolations and installing sound deadening material to the pump's enclosure.

15. All exterior lighting shall be shielded and downward facing to reduce glare on neighboring properties. The lighting systems on the permanent Ferry Landing shall remain off when not in use for more than one (1) hour, allowing, however, for their use for a reasonable period of time (i.e. fifteen (15) minutes) prior to vessel docking and after vessel departures from the dock as required for safety.

16. The District shall install bird protection glass for the Project as approved by City staff.

17. Prior to commencement of construction, the District shall execute the Pass Through Agreement materially consistent with the form provided to the City in March, 2016, as revised by the City and attached hereto as **Exhibit A**, providing for the pass through to the City of two million dollars (\$2,000,000) of a Federal Transit Administration grant to the District, as well the District's contribution of four hundred thousand dollars (\$400,000) towards the required local match for use of these funds.

18. Commencing with permanent operations and continually thereafter, the District shall manage the queue for the Ferry Landing, which may span from the Ferry Landing Pier, extending Southward along the side of the existing hedge towards El Portal, terminating at El Portal (Queue Area), as depicted on **Exhibit B**. The District shall implement all reasonable and necessary measures to prevent the queue from extending beyond or outside the Queue Area.

**EXHIBIT A**

**PASS THROUGH AGREEMENT**

**ATTACHED**

**AGREEMENT**

WITNESS: This Agreement has been entered into by and between the  
**GOLDEN GATE BRIDGE, HIGHWAY AND TRANSPORTATION DISTRICT**  
(hereinafter "GGBHTD")

and the

**CITY OF SAUSALITO**  
(hereinafter "Subgrantee")

for the undertaking of:

**Sausalito Ferry Landside Improvements**  
(hereinafter "Project")

**WHEREAS**, Subgrantee desires to undertake improvements to and in the vicinity of the Sausalito Ferry Terminal in order to enhance and improve circulation, accessibility, safety, congestion management and comfort for existing ferry passengers and bicyclists, citizens and visitors (the Project); and

**WHEREAS**, grant funds are available from the Federal Transit Administration ("FTA") to implement said Project; and

**WHEREAS**, under applicable FTA grant requirements, only an eligible recipient may serve as the direct recipient of the federal funds and enter into a formal grant contract with FTA; and

**WHEREAS**, Subgrantee is not an eligible direct recipient of FTA grant funds and has requested that GGBHTD act as the primary recipient of FTA funds for Subgrantee; and

**WHEREAS**, applicable FTA regulations permit a grantee to pass FTA funds through to another agency to carry out the purposes of the grant agreement provided that the recipient enters into a written agreement with the subrecipient passing through the grant requirements to the subrecipient. and

**WHEREAS**, Subgrantee is willing to permit GGBHTD to use Project improvements for its public transportation activities at no cost, for the life of the improvements, provided, however, that the parties acknowledge and agree that this does not apply to or otherwise modify any payments or obligations of GGBHTD under the Lease Agreement between the parties dated December 1, 1995, as it currently exists or may hereafter be amended; and

FTA Pass Through Agreement

WHEREAS, GGBHTD and Subgrantee desire to enter into a formal contract pursuant to which the aforementioned FTA grant funds for implementation of the Project will be passed through GGBHTD to Subgrantee.

NOW, THEREFORE, IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

TERMS AND CONDITIONS

The Project shall be undertaken and accomplished in accordance with the terms and conditions specified herein or contained in the Appendices named below, which are attached hereto and by reference incorporated herein. Appendices A and A-1 contain general provisions applicable to this Agreement. Appendix B identifies the scope of work, benefits, and budget for the Project and identifies the funding source(s). The effective date of this Agreement shall be October \_\_, 2017. Federal funds not to exceed Two Million Dollars (\$2,000,000) are currently available for expenditure under this Agreement and may not be expended until issuance of a Notice to Proceed by GGBHTD. These funds require a 20 percent local match; therefore, the total project budget under this Agreement is Two Million, Five Hundred Thousand Dollars (\$2,500,000). GGBHTD will pass through Two Million Dollars (\$2,000,000) for the Project from FTA grant funds. GGBHTD will also provide Four Hundred Thousand Dollars (\$400,000) towards the local match for those elements of the Project as identified on Appendix C that directly benefit ferry patrons, and the City of Sausalito will provide the required remaining portion of the local match of One Hundred Thousand Dollars (\$100,000). Neither party shall be obligated to expend any funds in excess of the amounts stated, absent an executed amendment to this agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto:

GOLDEN GATE BRIDGE, HIGHWAY AND DISTRICT

CITY OF SAUSALITO

\_\_\_\_\_  
Denis Mulligan, General Manager

\_\_\_\_\_  
Adam W. Politzer, City Manager

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Attorney for GGBHTD

By: \_\_\_\_\_  
Attorney for City of Sausalito

FTA Pass Through Agreement

**APPENDIX A**  
(attached)



## APPENDIX A

### GENERAL PROVISIONS

1. General: Subgrantee shall comply with any and all laws, statutes, ordinances, rules, regulations or requirements of the federal, state or local government, and any agency thereof, which relate to or in any manner affect the performance of this Agreement. Among other requirements, Subgrantee agrees to comply with all applicable requirements of the California Public Contract Code and the California Labor Code, including prevailing wage provisions. Subgrantee shall comply with all applicable requirements of 49 USC 5309 and 49 USC 5333(b), including without limitation those of 49 CFR Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," Circulars 9300.1B and 5010.1D of the Federal Transit Administration ("FTA"), and the Federal Transit Administration Master Agreement (Form "FTA MA(21)," October 1, 2014) as may be amended, all of which are each incorporated herein by reference as though set forth in full, and shall govern this Agreement except as otherwise provided herein. Subgrantee's failure to so comply shall constitute a material breach of this Agreement. Subgrantee shall also comply with, and cooperate with GGBHTD in order that it may comply with, all applicable requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d), including without limitation those set forth in 49 CFR Part 21 and FTA Circular 4702.1B. Those requirements imposed upon GGBHTD as "grantee" are hereby imposed upon Subgrantee, and those rights reserved by DOT, FTA or other agencies of the Federal Government are hereby reserved by GGBHTD.

2. Accomplishment of the Project: Subgrantee shall accomplish the Project in a timely and satisfactory manner, in conformance with the work program and Project budget contained in the appendices hereto, and in compliance with the terms and conditions contained herein. Subgrantee may accomplish all or any portion of the Projects by procurement through subcontractors in accordance with 49 CFR Section 18.36, and FTA Circular 4220.1F. Subgrantee shall ensure that all such subcontractors comply with any and all laws, statutes, ordinances, rules, regulations or requirements of the federal, state or local government, and any agency thereof, which relate to or in any manner affect the performance of this Agreement.

#### 3. Projects Accounts, Funds and Costs

a. Accounts: In conducting accounting activities, Subgrantee shall comply with all applicable provisions contained in 49 CFR Part 18.

b. Funds: Subgrantee will contribute in cash and/or professional services such amounts or percentages of the expenses incurred in the performance of this Agreement as are specified in Appendix B.

c. Allowable Costs: GGBHTD shall reimburse Subgrantee up to Two Million Four Hundred Thousand Dollars (\$2,400,000) for those services and expenses required to perform the work in accordance with the Project budget (Appendix B). Reimbursement shall be in accordance with the cost principles set forth in Office of Management and Budget Circular A-87, Revised, "Cost Principles Applicable to Grants and Contracts with State and Local Governments." Subgrantee agrees to use funds received pursuant to this Agreement only for costs directly related to the Project as described in Appendix B.

d. Record Retention: Subgrantee will retain intact and accessible all data, documents, reports, records, contracts and supporting materials relating to the Project during the course of the Project and for three years thereafter.

e. Access to Records: Upon request, Subgrantee agrees to permit the Secretary of Transportation and the Comptroller General of the United States, GGBHTD, or their authorized representatives, to inspect all of the Project's work, materials, payrolls, and other data, including procurement documents, and to audit the books, records, and accounts of the Subgrantee and its contractors pertaining to the Project. Subgrantee agrees to require each third party contractor to permit the Secretary of Transportation, the Comptroller General of the United States and GGBHTD, or their duly authorized representatives, to inspect all work, materials, payrolls, and other data and records, including procurement documents, involving that third party contract and to audit the books, records, and accounts involving that third party contract as it affects the Project.

f. Audit: Subgrantee will provide thorough and complete accounting for all funds expended in the performance of this work, to the extent that such funds are provided by GGBHTD as set forth in Section 3 of this Agreement, consistent with 49 Code of Federal Regulations, Part 18.37(b). Subgrantee shall be responsible for meeting audit requirements of the Single Audit Act of 1996, 31 U.S.C. §§ 7501 et seq., in accordance with OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," and any revision or supplement thereto. Subgrantee shall annually submit to GGBHTD one copy of its audit completed in accordance with the above-described single audit requirements within 30 days after completion of the audit, but not later than one year after the end of the audit period.

4. Project Reporting: Subgrantee shall cooperate with GGBHTD in all respects necessary to allow GGBHTD to meet its reporting obligations relative to the funds expended in the performance of the Project. Subgrantee shall provide GGBHTD all information necessary for GGBHTD to satisfy all reporting requirements included in any grant agreement between FTA and GGBHTD, and all applicable obligations included in any federal law, regulation, or guidelines, as exists now or as may be changed from time to time, including without limitation the requirements of the Federal Funding Accountability and Transparency Act of 2006 and its implementing regulations set forth in 2 CFR Part 170. Unless notified by GGBHTD of additional reporting requirements, Subgrantee shall provide the following:

a. Narrative Progress Report: Subgrantee shall prepare a narrative progress report covering accomplishments during regular three month periods. These periodic reports shall contain the following information: a description of the work completed during the period; tasks expected to be performed during the next period, and explanations of problems or delays encountered or anticipated. The narrative progress report shall contain any other information required by GGBHTD to meet any federal reporting requirements. The three-month reporting periods shall end March 31, June 30, September 30, and December 31. The narrative progress reports shall be delivered to GGBHTD within fifteen (15) calendar days after the end of each reporting period.

b. Financial Report: Subgrantee shall prepare a financial report covering the same reporting periods specified in 4.a. above. These reports shall include, but not be limited to, a balance sheet and a Project expenditure statement by line item code. Financial reports shall be delivered to GGBHTD five (5) calendar days after each three-month period.

5. Requisitions: Subgrantee shall prepare requisitions for reimbursement for services performed and/or expenses incurred under this Agreement. Such requisitions shall be signed by Subgrantee's City Manager or a designated representative thereof. Subgrantee shall maintain records of payroll distribution, receipted bills, and such other documentation as may be

reasonably required by GGBHTD. Requisitions shall be accompanied by supporting documentation. If a requisition includes payment for work performed under subcontract, copies of the contractor invoices and proof of payment shall be enclosed.

6. Payment: The Subgrantee shall submit invoices of work completed during the previous month on the 15th of every month to GGBHTD. GGBHTD shall then reimburse the Subgrantee for eighty percent (80%) of eligible costs listed in each invoice until the Subgrantee has expended its total local match amount of One Hundred Thousand Dollars (\$100,000). After the Subgrantee has provided the required portion of the local match of One Hundred Thousand Dollars (\$100,000), the GGBHTD will reimburse one hundred percent (100%) of eligible costs listed in each invoice up to Two Million Four Hundred Thousand Dollars (\$2,400,000). The Subgrantee may not use any funds provided by GGBHTD or the FTA for elements of the Project that do not substantially benefit ferry patrons.

7. Project Property: Subgrantee agrees to comply with the property management standards of 49 CFR Sections 18.31-18.34 and Section 19 of the FTA Master Agreement.

8. Changes: From time to time, circumstances or conditions may require changes to this Agreement. Changes which are mutually agreed upon between Subgrantee and GGBHTD shall be incorporated in written amendments to this Agreement.

9. Termination: GGBHTD may terminate this Agreement, in whole or in part, at any time for good cause. GGBHTD shall give Subgrantee thirty working days' prior written notice stating the reason for the termination and Subgrantee shall have the opportunity to cure. Upon notice of termination, Subgrantee shall submit a requisition to GGBHTD for an amount representing the allowable costs incurred, or which a binding contract promises to incur, up to the effective date of termination, provided Subgrantee has not been previously reimbursed for such costs.

10. Indemnification: Subgrantee shall defend, indemnify and hold harmless GGBHTD, its board members, representatives, agents, officers and employees from and against all claims, injury, suits, demands, liability, losses, damages and expenses, whether direct or indirect (including any and all costs and expenses in connection therewith), incurred by reason of any act or failure to act of Subgrantee, its officers, employees or agents, or subgrantees or any of them in carrying out this Agreement or the Project. This indemnification shall survive termination of this Agreement.

11. Additional Federal Clauses and Provisions: Those clauses set forth in Appendix A-1, attached hereto and incorporated herein by this reference, apply to this Agreement. Appendix A is not meant to be an exhaustive list of federal clauses that apply to this Agreement. These requirements, where applicable, should be incorporated into any federally-assisted contracts Subgrantee enters into with third parties.

12. Amendments: Any changes to this Agreement shall be incorporated in written amendments, which shall specify the changes in work performed and any adjustments in compensation and schedule. All amendments shall be executed by the designated representatives of the Parties.

13. Notices: All notices or other communications to either party by the other shall be deemed given when made in writing and delivered or mailed to such party at their respective addresses as follows:

To GGBHTD:

Attention: Denis J. Mulligan, General Manager  
Golden Gate Bridge, Highway and Transportation District  
P.O. Box 9000, Presidio Station  
San Francisco, CA 94129-0601  
Tel: 415-923-2203  
Email: dmulligan@goldengate.org

To  
Subgrantee

Attention: Adam W. Politzer, City Manager  
City of Sausalito  
420 Litho Street  
Sausalito, CA 94965  
Tel: 415-289-4166  
Fax: 415-289-4167  
Email: apolitzer@ci.sausalito.ca.us

#### APPENDIX A -1

#### ADDITIONAL FEDERAL REQUIREMENTS

##### I. Civil Rights

- A. Equal Employment Opportunity
- B. Title VI
- C. Disadvantaged Business Enterprise (DBE)
- D. Access Requirements for Individuals with Disabilities

##### II. Preference for United States Products and Services

- A. Buy America Requirements
- B. Cargo Preference Requirements
- C. Fly America

##### III. Employee Protections: Construction

- A. Davis-Bacon Act & Copeland Anti-Kickback Act
- B. Contract Work Hours and Safety Standards Act

##### IV. Design and Construction

- A. Utility Relocation
- B. Seismic Standards

## V. Developmental Work

- A. Rights in Data
- B. Patent Rights

## VI. Environmental Requirements

- A. State Energy Conservation Plan
- B. Clean Air and Water Pollution Acts
- C. Recycled Products

## VII. Other

- A. Lobbying
- B. Debarment and Suspension
- C. No Government Obligation to Third Parties
- D. Program Fraud and False or Fraudulent Statements and Related Acts
- E. Incorporation of Federal Transit Administration (FTA) Terms
- F. Protection of Sensitive Security Information

## I. CIVIL RIGHTS

A. Equal Employment Opportunity: In the performance of services under this Agreement, Subgrantee shall not discriminate or permit discrimination against any person or group of persons on the grounds of race, religious creed, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sex, sexual orientation, gender identity, or genetic information, in any manner prohibited by federal, state or local laws. Subgrantee shall comply with Department of Labor regulations at 41 CFR Parts 60 et seq., which will implement Executive Order 11246 as amended by Executive Order 11375.

Subgrantee shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, sex, color or national origin. Such actions shall include, but not be limited to, the following: employment; upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Subgrantee agrees to include these requirements in its contracts, and to require its contractor(s) to include these requirements in any subcontract, except subcontracts for standard commercial supplies or raw materials.

B. Title VI: Subgrantee agrees to comply, and to assure compliance by its contractor(s), with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d) and the regulations of the U.S. Department of Transportation issued thereunder, 49 CFR Part 21, incorporated herein by reference. Title VI programs must adhere to Circular 4702.1B.

C. Disadvantaged Business Enterprises (DBE): Subgrantee shall comply with the GGBHTD's Disadvantaged Business Enterprises (DBE) Program pursuant to the federal requirements of 49 CFR Part 26. Subgrantee shall ensure non-discrimination on the basis of race, color, sex or national origin in the award and administration of FTA-assisted contracts. The GGBHTD's DBE Program requirements are specified in the Diversity Program for Contracts, available in the GGBHTD's DBE Program Office ("Office").

Annual overall goals for DBE participation in GGBHTD U.S. D.O.T.-assisted contracts are established by GGBHTD's Board of Directors on a fiscal year basis. These goals reflect the availability of willing and able DBEs that would be expected to participate in GGBHTD contracts

absent the effects of discrimination. The goals are calculated as a percentage of the total amount of U.S. D.O.T. funds that the GGBHTD expects to expend on contracting opportunities during the fiscal year. The annual overall goal for FTA-assisted contracts for FY 2010/2011 through FY 2012/2013 is 3.1%. The GGBHTD intends to consider federal funds paid to Subgrantee's contractors for the Projects in its calculation of its annual DBE participation.

Subgrantee shall therefore include DBE Program requirements in the FTA-assisted contracts it awards and shall take all appropriate steps to encourage the participation of DBEs, including consulting with the GGBHTD's outreach officer at (415) 257-4581. The Office shall make available to Subgrantee and its bidders the DBE Database of all DBE firms certified to participate in the GGBHTD's DBE Program as a resource to assist Subgrantee and its bidders in soliciting bids and sub bids from potential contractors, subcontractors, and suppliers. The DBE Database does not in any way prequalify the certified firms with respect to licensing, bondability, competence or financial responsibility. The Office also maintains a list of organizations that promote DBE participation in contracts which will be provided upon request.

D. Access Requirements For Individuals With Disabilities: Subgrantee agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. § 12101 et seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; Section 16 of the Federal Transit Act, as amended, 49 U.S.C. § 5310(f); and their implementing regulations including, but not limited to, the following specific requirements for landside improvements:

1. As required under DOT ADA Standard 206.4.1, the Subgrantee must ensure that 60 percent of all public entrances to the facility will be accessible. If a station has only two entrances, then both must be accessible.

2. As required under DOT ADA Standard 206.3, the Subgrantee must ensure that accessible routes coincide with or are located in the same area as general circulation paths, and elements such as ramps, elevators, and fare vending and collection areas are placed to minimize the distance that wheelchair users and other persons who cannot climb steps must travel in comparison to the general public.

3. As required under DOT ADA Standard 406.8, the Subgrantee must ensure that curb ramps will have detectable warnings.

## II. PREFERENCE FOR UNITED STATES PRODUCTS AND SERVICES

A. Buy America Requirements: Subgrantee's contractor(s) must agree to comply with 49 U.S.C. § 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver, listed in 49 CFR 661.7.

B. Cargo Preference Requirements: The Subgrantee agrees to the following:

1. To use privately owned United States-flag commercial vessels to ship at least fifty (50) percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to the

Contract to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

2. To furnish within twenty (20) working days following the date of loading for shipments originating within the United States, or within thirty (30) working days following the date of loading 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 (a) above. This bill-of-lading shall be furnished to the GGBHTD, marked with appropriate identification of the Project (through the Subgrantee in the case of a Subconsultant/Subcontractor's bill-of-lading), and to the following:

Division of National Cargo  
Office of Market Development  
Maritime Administration  
Washington, D.C. 20590

C. Fly America: The Subgrantee 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 consultants 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 Subgrantee shall 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 shall, in any event, provide a certificate of compliance with the Fly America requirements, if used. The Subgrantee agrees to include the requirements of this Section in all subcontracts that may involve international air transportation.

### III. EMPLOYEE PROTECTIONS: CONSTRUCTION

#### A. Davis-Bacon Act & Copeland Anti-Kickback Act Requirements

##### 1. Minimum Wages

a. All laborers and mechanics employed or working upon the site of any qualifying construction work under the Contract (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the Project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)], the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Subgrantee and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1 (b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Subsection (A)(4) of this Section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage

determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided that the employer's payroll records accurately set forth the time spent in each classification in which such work is performed. The wage determination and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Subgrantee and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Subgrantee shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

c. If the Subgrantee does not make payments to a trustee or other third person, the Subgrantee may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the Subgrantee, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Subgrantee to set aside in a separate account assets for the meeting of obligations under the plan or program.

d. The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination.

(a) The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the Subgrantee and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(c) In the event the Subgrantee, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination



within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to Subsections (A)(4)(b) or (c) of this Section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

## 2. Withholding

The GGBHTD shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Subgrantee under this Contract or any other Federal contract with the Subgrantee, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the Subgrantee, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Subgrantee or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the Project), all or part of the wages required by the Contract, GGBHTD may, after written notice to the Subgrantee, sponsor, or applicant, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and Basic Records

a. Payrolls and basic records relating thereto shall be maintained by the Subgrantee during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the Project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1 (b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1 (b)(2)(B) of the Davis-Bacon Act, the Subgrantee shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Subgrantees employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. The Subgrantee shall submit weekly for each week in which any contract work is performed a copy of all payrolls. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1),

U.S. Government Printing Office, Washington, DC 20402. The Subgrantee is responsible for the submission of copies of payrolls by all subcontractors.

(a) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Subgrantee or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5 and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(b) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (C)(2)(a) of this Section.

(c) The falsification of any of the above certifications may subject the Subgrantee or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

c. The Subgrantee or subcontractor shall make the records required under paragraph (C)(1) of this Section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Subgrantee or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Subgrantee, sponsor, applicant, or GGBHTD, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

d. FTA record retention requirements and the Common Grant Rule (49 CFR 18.36) require the Subgrantee and each subcontractor to retain their contract records for at least three years following contract completion.

#### 4. Apprentices and Trainees

##### a. Apprentices

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship

Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Subgrantee as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where Subgrantee is performing construction on a Project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Subgrantee's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Subgrantee will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program,

the Subgrantee will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal Employment Opportunity

The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements

The Subgrantee shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.

6. Subcontracts

The Subgrantee or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Subgrantee shall be responsible for the compliance by any subcontractor or lower subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract Termination: Debarment

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance

With Davis-Bacon and Related Act requirements - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Contract.

9. Disputes Concerning Labor Standards

Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Subgrantee (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility

a. By entering into the Contract, the Subgrantee certifies that neither it (nor he or she) nor any person or firm who has an interest in the Subgrantee's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of the Contract shall be subcontracted to person or firm ineligible for an award of a government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

#### B. Contract Work Hours and Safety Standards Act

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

2. Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages - The (write in the name of the grantee) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

#### IV. DESIGN AND CONSTRUCTION

A. Utility Relocation: If Subgrantee relocates and/or rearranges privately or publicly owned utilities as part of the Project, Subgrantee shall execute a Utility Relocation Agreement with the entity responsible for the facilities prescribing the procedures for the relocation and/or rearrangement of the facilities for the purpose of accommodating the Projects.

B. Seismic Standards: Subgrantee agrees to comply with the seismic design and construction requirements as may be applicable to the Projects under 49 CFR Part 41.

## V. DEVELOPMENTAL WORK

A. Rights in Data: Subgrantee shall ensure, in accordance with 49 CFR § 18.34 and 49 CFR § 19.36, that the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any Project data or copyright as defined in the FTA Master Agreement.

B. Patent Rights: If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the Agreement to which this Appendix has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, Subgrantee agrees to take actions necessary to provide immediate notice and a detailed report to GGBHTD and to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.

## VI. ENVIRONMENTAL REQUIREMENTS

A. State Energy Conservation Plan: Subgrantee shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 et seq., and shall require its contractor(s) to comply with these provisions.

B. Clean Air and Water Pollution Acts: Subgrantee agrees to comply with the applicable requirements of all standards, orders, or requirements issued under the Clean Air Act, 42 U.S.C. §§ 7501 et seq., the Clean Water Act, 33 U.S.C. §§ 1251 et seq., Executive Order 11738, and Environmental Protection Agency regulations, 40 CFR Part 15, and shall require its contractor(s) to comply with these provisions.

C. Recycled Products: Subgrantee agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCCA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

## VII. OTHER

A. Lobbying: For all subcontracts valued over \$100,000, Subgrantee shall require its contractor(s) to file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Contractor(s) shall certify that it will not and has not used Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor(s) shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures shall be forwarded to the Subgrantee. Contractor(s) shall ensure that all of its subcontractors under this Contract shall certify the same. The Subgrantee

is responsible for keeping the certification of the Contractor(s), who is in turn responsible for keeping the certification forms of subcontractors.

B. Debarment and Suspension: This Agreement is a covered transaction for purposes of 2 CFR Part 180. As such, Subgrantee shall require that its contractor(s) verifies that none of its contractor, its principals, as defined at 2 CFR 180.995, or affiliates, as defined at 2 CFR 180.905, are excluded or disqualified as defined at 2 CFR 180.940 and 180.935.

The contractor(s) is required to comply with 2 CFR Part 180, Subpart C and must include the requirement to comply with 2 CFR Part 180, Subpart C in any lower tier covered transaction it enters into. Subgrantee must include the following clause in its procurements related to the Project:

By signing and submitting its bid or proposal, Bidder certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Subgrantee. If it is later determined that the proposer knowingly rendered an erroneous certification, in addition to remedies available to the Subgrantee, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 CFR Part 180, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

C. No Government Obligation to Third Parties: GGBHTD and Subgrantee 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 Contract and shall not be subject to any obligations or liabilities to the GGBHTD, Subgrantee, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Agreement. The Subgrantee 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 subcontractor who will be subject to its provisions.

#### D. Program Fraud and False or Fraudulent Statements and Related Acts

The Subgrantee acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 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, the Subgrantee 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 Subgrantee 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 the Subgrantee to the extent the Federal Government deems appropriate.

The Subgrantee 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 U.S.C. § 5307, the Government reserves

the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 on the Subgrantee, to the extent the Federal Government deems appropriate.

The Subgrantee 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.

E. 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 4220.1F, dated November 1, 2008 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 Contract. The Subgrantee shall not perform any act, fail to perform any act, or refuse to comply with any the GGBHTD requests which would cause the GGBHTD to be in violation of the FTA terms and conditions.

F. Protection of Sensitive Security Information: The Subgrantee agrees to comply with the U.S. DOT regulations, "Protection of Sensitive Security Information," 49 CFR part 15 for the protection of sensitive security information.



**APPENDIX B**

Project Name:

Sausalito Ferry Landside Improvements

Project Scope:

*[attached]*

**APPENDIX B**

**Project Name:**

Sausalito Ferry Landside Improvements

**Project Scope:**

This project supports the enhancement of the shoreside ferry plaza promenade, including the existing ferry passenger staging area, as well as improve and enhance pedestrian and bicycle access routes to the shoreside ferry plaza promenade. The promenade links the ferry terminal, ferry commuter parking lots and downtown businesses and parks. Specifically, this project will modify an existing City-owned vehicle parking lot to better delineate the areas for vehicle, pedestrian and bicyclist uses and to improve circulation in this highly congested area. By modifying the parking lot, the project will be able to increase the area available to stage and process ferry passengers and bicycles, and will provide space to allow for rearranging the existing facilities in the promenade to optimize vehicle, pedestrian and bicycle flow. The project will also widen and/or expand pedestrian and bicycle access routes and improve wayfinding to and from the area. Land acquisition is not required. Rather, reconfiguration, re-design and construction in the existing areas will be performed. In addition, the project will relocate and add ticket vending machines. The improvements will result in a larger and enhanced shoreside ferry plaza promenade area for residents and visitors including an enhanced passenger staging area for processing passengers and bicycles. The project will result in a safer and more efficient ferry passenger and visitor experience.

Additional enhancements may include, signage; passenger information systems (visual and audio); other passenger amenities including seating and information kiosks.

**Project Funding:**

Funding for this project will be as follows

Phase I Project Budget: Two Million Five Hundred Thousand Dollars (\$2,500,000)

FTA Funds: Two Million Dollars (\$2,000,000) Local Funds: Five Hundred Thousand Dollars (\$500,000): GGBHTD Four Hundred Thousand Dollars (\$400,000), Subgrantee One Hundred Thousand Dollars (\$100,000) in cash or professional services

**EXHIBIT B**

**MAP DEPICTING QUEUE AREA**

**ATTACHED**



Exhibit "B"

GeoWing Aerial Photography  
April 18, 2017

Gabrielson Park

Ferry Landing

0 25 50 100 150 200  
Feet

Inn Above Tides