



COUNTY OF ALAMEDA

ADDENDUM No. 1

to

RFQ - Project No.18124

for the

Dublin Transit Center Parking Garage Project

This County of Alameda, General Services Agency (GSA), RFQ Addendum has been electronically issued to potential bidders via e-mail. E-mail addresses used are those in the County's Small Local Emerging Business (SLEB) Vendor Database or from other sources. If you have registered or are certified as a SLEB, please ensure that the complete and accurate e-mail address is noted and kept updated in the SLEB Vendor Database. This RFQ Addendum will also be posted on the GSA Contracting Opportunities website located at http://www.acgov.org/gsa/purchasing/bid_content/ContractOpportunities.jsp.



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The following Sections have been modified. Changes made to the original RFP document are noted in **bold** print and **highlighted**, and deletions made have a ~~strike through~~.

CALENDAR OF EVENTS has been changed as follows:

EVENT	DATE/LOCATION
Request Issued	November 5, 2020
Networking/ Mandatory Pre-Submittal RFQ Conference	Monday, November 30th, at 10.00 AM
List of Attendees	December 8, 2020, December, 16, 2020
Q&A Issued	December 8, 2020, December, 16, 2020
Addendum #1 Issued	December 8, 2020, December, 16, 2020
Response Due	December, 21, 2020, January 8, 2021
Evaluation Period	January 15, 2021, January 25, 2021
RFP Issued to 4 Shortlisted DBE's	January 19, 2021, January 26, 2021

NOTE: All dates are tentative and subject to change.

THIS ADDENDUM is hereby made a part of the Request for Pre-Qualification from Design-Build Entities issued on November 5, 2020, on the subject requirements as though originally included therein. The following amendments, additions and/or corrections shall govern this work.

Document Number	Document Revision	What Changed
Section -1.	NOTIFICATION OF PRE-QUALIFICATION REQUIREMENTS AND COMPETITIVE SELECTION PROCESS: Qualifications submittal must be submitted no later than: 2:00 pm (PST) on January 08, 2021	Changed due date to January 08, 2021
Section 1.1.2	Final Written Questions Due: at 5:00 PM -Thursday, December 20, 2020 Qualifications Submission Date: Wednesday, January 08, 2021 <u>no later than 2:00 P.M. PDT</u>	Changed due date to January 08, 2021
Section-1.5.1.4	The Design-Build construction team must have valid California Class A and Class B Contractor licenses. All other trades must have appropriate and valid state licenses for their portion f the work.	Removed Class A Requirement

Section II: Question#1	Does the General Contractor and each proposed subcontractor possess a valid, current California Class A and Class B contractor's license for the Project for which it intends to submit a proposal or intend to obtain a license before commencing work?	Removed Class A Requirement
Section 4.1 III(C), question # 5	5. Does the Architect have a professional liability insurance policy with a policy limit of at least \$5,000,000 per occurrence and \$10,000,000 aggregate? Yes _____ No _____	Removed Question # 5
Section 8 :Scored Questions for the General Contractor	Corrected cell format and separated last row at the bottom of the series from question # 26	Cleaned up document format at question # 26
Section 4.1 part I section II	Question # 6: "Does the Design-Build Entity have the experience building Parking Structure projects of similar size and scope?" Yes No	Add New Question # 6
section 8.3 scoring worksheet 4.1 III(B),	19. Has Contractor been without workmen's compensation insurance in last five years? 5 pts for 0 to 1 instance; 0 pts for any other answer	Removed Question #19
Section 4.2 II section II, question 1	1. How many multi-story parking structure projects similar in size, building type, or complexity with a total construction cost of \$25 million or more has the Architect completed in the last 10 years?	Changed number of years to Ten
Exhibit- B	A sample of the County DBE contract is provided as "Exhibit # B "	Added a Sample Contract Agreement
Exhibit C	Grant Required Government Regulations that will apply to this Project Provided for reference as "Exhibit # C"	Added a summary of Grant required government regulations

EXHIBIT- B

RFP/Q Project No.18124

SAMPLE CONTRACT AGREEMENT

FOR DESIGN BUILD SERVICES ON THE Dublin Transit Center Parking Garage Project

THIS AGREEMENT, made this ____ day of _____, 20____, by and between [DESIGN BUILDER] whose place of business is at [ADDRESS] hereinafter called (“Design Builder”), and the COUNTY OF ALAMEDA, acting by and through its GENERAL SERVICES AGENCY, hereinafter referred to as (“County”).

In consideration of the mutual covenants hereinafter set forth, Design Builder and County agree as follows:

1. **WORK.** Design Builder shall provide, furnish, and perform all necessary planning, architectural, engineering, all other design services of any type, procurement, permitting and support services, construction, landscaping, clean-up, all other construction services of any type, and shall provide and furnish all necessary supplies, materials and equipment (except those to be provided by County, if any) and all necessary supervision, labor, and services required for the complete engineering, design, procurement, quality assurance, construction and all necessary installation, start-up and testing required for the Work to be a complete, operational, and fully functional Project, as further described in Sections 01 11 13 (Work Covered by Contract Documents) and 01 11 20 (Design Services and Deliverables). Hereinafter, the all-inclusive obligations of the Design Builder set forth in the Contract Documents shall be referred to as the “Work”. Design Builder shall fully commission and deliver the Work to the County as a complete, operational, and fully functional portion of the Project. Without limiting the generality of this Document 00 52 53, Design Builder shall provide the following work and Services:
 - 1.1 Design Builder shall prepare complete designs, engineering, working drawings, shop drawings and generate documents, drawings and/or engineering analysis setting forth in detail the specifications and requirements for the purchasing and procurement of the services, materials and equipment and for construction of the Work, and shall furnish the services of all necessary supervisors, engineers, designers, draftsmen, and other personnel necessary for the preparation of those drawings and specifications required for the Work, including the pertinent information for natural gas, water supply, and any other utilities, as required.
 - 1.2 Design Builder shall provide, install and complete as specified and pay for all labor, materials and equipment, tools, supplies, construction equipment and machinery, construction, start-up and testing, utilities, transportation, and other facilities and services (including any temporary materials, equipment, supplies and facilities) necessary for the proper execution and completion of the Work, including the permanent interconnection for electricity, natural gas, water supply, waste drainage systems and any other utilities and demonstration of fully satisfactory operation of all systems and equipment.

- 1.3 Design Builder shall supervise and direct the Work, and shall furnish the services of all supervisors, forepersons, skilled and unskilled labor, and all other personnel necessary to design and construct the complete, operational, and fully functional Project. Design Builder shall provide, manage and organize such personnel as necessary to complete the Work in accordance with all requirements of the Contract Documents.
- 1.4 Design Builder shall obtain all governmental and private approvals, licenses, and permits required to complete the Work; and be responsible for paying the cost of all such approvals, licenses, and permits including any County imposed fees. Design Builder shall design and construct the Work to be a complete, operational, and fully functional part of the Project in full compliance with all Legal Requirements (both public and private), including but not limited to, the standards included and warranties expressed in the Contract Documents and manufacturers' recommendations pertaining to individual items of equipment or systems.

2. **PROJECT REPRESENTATIVES.**

- 2.1 County may assign all or part of its rights, responsibilities and duties to a County Representative. County shall inform Design Builder in writing of such assignment and the extent of its representative's authority.
- 2.2 All notices or demands to County under the Contract Documents shall be to County's Representative at:

County of Alameda
-----, Project Manager
General Services Agency
1401 Lakeside Drive, Suite 800
Oakland, CA 94612

or to such other person(s) and address(es) as County shall provide to Design Builder.

- 2.3 All notices or demands to Design Builder under the Contract Documents shall be to Design Builder's Representative at:

or to such other person(s) and address(es) as Design Builder shall provide to County.

3. **CONTRACT TIME(S) AND LIQUIDATED DAMAGES.**

- 3.1 Design Builder shall complete the Work within the following schedule reflecting the date the Contract Time(s) commences to run as set forth in Section 00 55 00 (Notice to Proceed) and Section 00 72 53 (General Conditions).
- 3.2 Design Builder acknowledges that it is responsible for obtaining all required approvals from Other Authorities Having Jurisdiction related to the Project and that Design Builder

accepts all time- and cost-related risk relating to those approvals.

- 3.3 Design Builder acknowledges that time is of the essence with respect to the Project, and that the County and its Project Partners will be damaged by any delay in achieving those deadlines.
- 3.4 Contract Time(s) are as follows:
- 3.4.1 Design Builder shall commence site grading and remediation work described in the Site construction documents within ----- of the date of the County's Notice to Proceed.
- 3.4.2 Design Builder shall complete preparation of 100% Design Development Documents within -----of the date of the County's Notice to Proceed.
- 3.4.3 Design Builder shall complete preparation of 100% Construction Documents within -----of the date of the County's Notice to Proceed.
- 3.4.4 Design Builder shall achieve Substantial Completion of the Project within-----
-----of the date of the County's Notice to Proceed.
- 3.5 Design Builder agrees it shall obtain all necessary approvals from Other Authorities Having Jurisdiction that are required to operate the Project within the Contract Time(s).
- 3.6 Liquidated Damages.
- 3.6.1 The County and Design Builder recognize that time is of the essence in this Agreement and that the County and/or its Project Partners may suffer financial loss in the form of additional contract administration expenses (including but not limited to project management and consultants' expenses, other losses, such as facility lease costs, capitalized interest on bond funding, and delay and loss of public use if the Work is not completed within the time specified in paragraph 3.3 above plus any extensions thereof allowed in accordance with the Contract Documents. Consistent with Article 15 (Time Allowances) of Section 00 72 53 (General Conditions) and paragraph 3.3 above, Design Builder and County agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of actual damages incurred by County and/or its Project Partners because of a delay in completion of the Work.
- 3.6.2 Accordingly,
- 3.6.2.1 If Design Builder fails to complete 100% Design Development Documents within the time specified in paragraph 3.3 above, Design Builder shall pay County as liquidated damages and not as a penalty, the following sums of money per Day for each Day the actual time for Design Builder's completion of 100% Construction Documents exceeds the Contract Time: Three Thousand Dollars (\$3,000.00) per Day.
- 3.6.2.2. If Design Builder fails to complete 100% Construction Documents within the time specified in paragraph 3.3 above, Design Builder shall pay County

as liquidated damages and not as a penalty, the following sums of money per Day for each Day the actual time for Design Builder's completion of 100% Construction Documents exceeds the Contract Time: Three Thousand Dollars (\$3,000.00) per Day.

3.6.2.3 If Design Builder fails to commence on-site construction of the Work within the time specified in paragraph 3.3 above, Design Builder shall pay County as liquidated damages and not as a penalty, the following sum of money per Day for each Day after the Contract Time Design Builder does not commence on-site construction: Three Thousand Dollars (\$3,000.00) per Day.

3.6.2.4 If the Design Builder fails to achieve Substantial Completion of the Project within the times specified in paragraph 3.3, Design Builder shall pay County as liquidated damages and not as a penalty, the following sum of money per Day for each Day after the Contract Time that the Design Builder does not achieve Substantial Completion of the Work: Ten Thousand Dollars (\$10,000.00) per Day.

3.6.2.5 If Design Builder fails to achieve Final Completion of the Project within the time specified in paragraph 3.3 above, Design Builder shall pay County as liquidated damages and not as a penalty, the following sum of money per Day for each Day after the Contract Time that the Design Builder does not achieve Final Completion of the Work: Twenty-one Thousand Dollars (\$21,000.00) per Day.

3.7 Liquidated damages for delay shall cover and be in lieu of the actual damages suffered by County and/or its Project Partners as a result of delay. Liquidated damages are intended to compensate County for damages it incurs as a result of delay, but do not cover the cost of completion of the Work or any other damages not arising solely from delay.

4. **CONTRACT PRICE.**

4.1 County shall pay the Design Builder _____ Dollars (\$ _____) as the "Contract Price" for performance of Work in accordance with the Contract Documents, subject to adjustment as provided in the Contract Documents.

4.2 The Contract Price is all inclusive and includes all required approvals from Other Authorities Having Jurisdiction, fees, permits, work; all federal, state, and local taxes on materials and equipment, and labor furnished by Design Builder, its Subcontractors, Subconsultants, architects, engineers, and vendors or otherwise arising out of Design Builder's performance of the Work, including any increases in any such taxes during the term of this Agreement. The taxes covered hereby include (but are not limited to) occupational, sales, use, excise, unemployment, FICA, and income taxes, customs, duties, and any and all other taxes on any item or service that is part of the Work, whether such taxes are normally included in the price of such item or service or are normally stated separately. Notwithstanding the foregoing, each party shall bear such state or local inventory, real property, personal property or fixtures taxes as may be properly assessed against it by applicable taxing authorities.

5. **DESIGN BUILDER'S REPRESENTATIONS AND WARRANTIES.** In order to induce County to enter into this Agreement, Design Builder makes the following representations and warranties:
- 5.1 Design Builder has visited the Site and has examined the nature and extent of the Work, Site, locality, actual conditions, as built conditions, labor availability and all local conditions and Applicable Laws that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the design and the means, methods, techniques, sequences or procedures of construction to be employed by Design Builder and safety precautions and programs incident thereto.
 - 5.2 Design Builder has examined all reports of exploration and tests of subsurface conditions, as-built drawings, drawings or reports, available for design and construction purposes, of physical conditions that have been provided by the County, including those which are identified in Documents 00 31 26 (Hazardous Materials Surveys) or 00 31 32 (Geotechnical Data and Existing Conditions), or conditions that may be apparent at the Site.
 - 5.3 After contract award, Design Builder will conduct or obtain any additional examinations, investigations, explorations, tests, reports and studies, including but not limited to geotechnical investigations upon which the design will be based, that pertain to the surface and subsurface conditions, as-built conditions, Underground Facilities and all other physical conditions at or contiguous to the Site as Design Builder considers necessary for the performance or furnishing of Work at the Contract Price, within the Contract Time(s) and in accordance with the other terms and conditions of the Contract Documents.
 - 5.4 Design Builder has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
 - 5.5 Design Builder has given County prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered before contract award in or among the Contract Documents and as-built drawings and actual conditions and acknowledges that the written resolution thereof through Addenda issued by County is acceptable to Design Builder.
 - 5.6 Design Builder is a _____ [type of business entity] duly organized, existing, and in good standing under the laws of the State of California, and is duly qualified and licensed to conduct business in the State of California. Design Builder is a duly licensed contractor, holding an active Class B (General Building Contractor) license issued by the State of California Contractors License Board.
 - 5.7 Design Builder has duly authorized the execution, delivery and performance of this Agreement, the other Contract Documents and the Work to be performed herein. The Contract Documents do not violate or create a default under any instrument, agreement, order or decree binding on Design Builder.
 - 5.8 Design Builder confirms its intent to engage the following pre-qualified Subcontractors, who were listed in the Design Builder's Response to Request for Statements of Pre-Qualification and/or Proposal. Design Builder acknowledges its responsibility to provide County with a complete and updated list of Subcontractors as they become known, and that such listing shall be in accordance with the requirements of Public Contract Code §§ 4100,

et seq. and 20133.

Name of Subcontractor and Location of Mill or Shop	Description of Work: Reference To Proposal Items	

6. **KEY INDIVIDUALS**

6.1 The individuals Design Builder and its Core Organizations named in the Response to Request for Statements of Pre-Qualification and/or Proposal were a material element of the County's selection of Design Builder to receive the award of the Contract, and performance by those individuals on the Project in their designated roles is of paramount importance to the County. Those individuals designated as Key Individuals are listed in Attachment One to this Agreement, which Attachment is hereby incorporated into this Agreement. Design Builder understands, has ascertained and agrees that the County will actually sustain damages if any Key Individuals are transferred or assigned to other projects or duties materially different than those for which they were identified. Accordingly, Design Builder will:

- 6.1.1 Provide County with a minimum sixty (60) days prior written notice of any changes of one or more Key Individuals assigned to the Project,
- 6.1.2 Provide a resume or statement of the experience of any person proposed to replace a Key Individual at least forty five (45) days before the Key Individual leaves the Project. If County determines, in its sole discretion, that the proposed replacement is not a suitable replacement, Design Builder shall promptly present other suitable candidates until County agrees to a replacement.
- 6.1.3 Not replace any Key Individual with any person to whom the County has a reasonable objection.
- 6.1.4 Pay County the amounts specified below as liquidated damages, and not as a penalty, if Design Builder transfers any Key Individual off the Project, or assigns a Key Individual to other projects or to duties materially different than those for which they were listed in the Proposal without County's prior written approval, which may be given or withheld in the County's sole discretion. The amounts will be paid per month, per person, until County is satisfied, in its sole discretion that the replacement person is performing at a standard equivalent to that of the Key Individual replaced, transferred or reassigned. The Design Builder and the County agree that such specified measures of liquidated damages shall be presumed to be the damages actually sustained by the County as defined below, and that because of the nature of the Project, it would be impracticable or extremely difficult to fix the actual damages.

Position with DBE or Core Organizations	Damages (per person)
1. Design Builder's Project Manager	\$15,000/month
2. Architect's Principal-in-Charge	2 month minimum
3. Architect's Project Architect	
4. General Contractor's Superintendent	
5. General Contractor's Safety Officer	

- 6.2 The provisions of paragraph 6.1, above will not apply if a Key Individual is no longer employed by Design Builder or the Core Organizations, dies, or is disabled from performing his or her duties, as determined by a qualified physician and confirmed in a writing delivered to County.

7. CONTRACT AND OTHER DOCUMENTS.

- 7.1 The Contract Documents which comprise the entire agreement between County and Design Builder concerning the Project consist of the following, each of which is incorporated herein by this reference, including all changes, addenda and modifications thereto:

7.1.1 Request for Proposals from Design-Build Entities (dated August 3, 2012 and including all addenda, attachments and appendices)

7.1.2 Bridging Documents,

7.1.3 Contract Requirements

Division 00 (Alameda County Document) as listed in the Table of Contents

Division 01 (Alameda County Document) as listed in the Table of Contents

7.1.4 Basis of Design/ Program Narrative,

7.1.5 Project Labor Agreement, dated October 6th, 2020.

7.1.8 Design Build Entity's Phase II Proposal, dated _____, as amended by _____ and accepted by County

7.1.9 Design Build Entity's Phase I Proposal, dated _____, as modified and accepted by County

7.1.10 Request for Prequalification Submittals from Design Build Entities, ~~Revision #1, dated November 14, 2011~~, including all addenda

7.1.11 Design Build Entity's Prequalification Submittal package, including all attachments and appendices

7.1.12 Change orders and Contract Modifications executed in accordance with the Contract Requirements

- 7.2 The Contract Documents define the requirements for design and construction unless otherwise specifically excluded, modified or amended by the Design Builder's Proposal, and accepted by County.
- 7.3 Any conflict between or among Contract Documents shall be resolved pursuant to paragraph 5.8 (Order of Precedence) of Document 00 72 53 (General Conditions).
- 7.4 Construction Documents produced by the Design Builder may serve as contract documents between the Design Builder and a Subcontractor. As to the County and Design Builder, however, the Construction Documents are prepared as part of the Work and do not replace the Contract Documents.
- 7.5 There are no Contract Documents other than those listed above in paragraph 6.1 of this Document 00 52 53 (Agreement). The Contract Documents may only be amended, modified, or supplemented as is provided in Document 00 72 53 (General Conditions) and Section 01 26 00 (Contract Modification Procedures).

8. MISCELLANEOUS.

- 8.1 Terms used in this Agreement are defined in Document 00 72 53 (General Conditions) and Section 01 42 16 (Definitions), and will have the meaning indicated therein.
- 8.2 It is understood and agreed that in no instance is any person signing this Agreement for or on behalf of County or acting as an employee or representative of County liable on this Contract or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of County is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.
- 8.3 Design Builder shall not assign any portion of the Contract Documents, and may subcontract portions of the Contract Documents only in compliance with Section 00 62 30 (Subcontractor/Subconsultant Procurement) and the subcontractor listing requirements of Public Contract Code §§ 4100 et seq. and 20133.
- 8.4 The Contract Price includes all Allowances (if any).
- 8.5 In entering into a public contract or a subcontract to supply goods, services or materials pursuant to a public contract, the Design Builder or subcontractor irrevocably offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act, (Chapter 2 (commencing with § 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time County tenders final payment to the Design Builder,

without further acknowledgment by the parties.

- 8.6 Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are on file at County's office, and shall be made available to any interested party on request. Pursuant to Labor Code § 1861, Design Builder represents that it is aware of the provisions of Labor Code § 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Design Builder shall comply with such provisions before commencing the performance of the Work of the Contract Documents.
- 8.7 Should any part, term or provision of this Agreement or any of the Contract Documents, or any document required herein or therein to be executed or delivered, be declared invalid, void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this Agreement and the Contract Documents may be deemed valid and binding agreements, enforceable in accordance with their terms to the greatest extent permitted by applicable law. In the event any provision not otherwise included in the Contract Documents is required to be included by any applicable law, that provision is deemed included herein by this reference (or, if such provision is required to be included in any particular portion of the Contract Documents, that provision is deemed included in that portion).
- 8.8 This Agreement shall be deemed to have been entered into in the State of California, County of Alameda, and shall be governed in all respects by California law (excluding conflicts of laws).
- 8.9 Design Builder accepts the claims procedures established by Article 12 (Claims by Design Builder) of Document 00 72 53 (General Conditions) and Government Code §§ 930 through 930.6.
- 8.10 County shall have the right to fully review and approve all phases of Design Builder's design including, but not limited to, drawings, specifications, shop drawings, samples, submittals, reports, and other Contract Documents, as specified in the Contract Documents. Such review, approval and other action shall not relieve Design Builder of its responsibility for a complete, coordinated design complying with the requirements of the Contract Documents; but rather, such review and approval shall be in furtherance of County's monitoring and accepting the design as developed and issued by the Design Builder, consistent with these Contract Documents. Design Builder's responsibility to design and construct the Project in conformance with the Contract Documents is absolute.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL

DEFECTS MUST BE FILED WITHIN 10 YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day first mentioned above.

"County"

COUNTY OF ALAMEDA, acting by and through its
GENERAL SERVICES AGENCY

By: _____
Title: _____

"Design Builder"

[DESIGN BUILDER]

By: _____
Its: _____

APPROVED AS TO FORM:
DONNA R. ZIEGLER, COUNTY COUNSEL

BY: _____
NAME: _____
TITLE: _____

END OF DOCUMENT

ATTACHMENT ONE

LIST OF KEY INDIVIDUALS

POSITION:

KEY INDIVIDUAL

Design Builder's Project Manager:

Architect's Principal-in-Charge:

Architect's Project Architect:

General Contractor's Superintendent:

General Contractor's Safety Officer:

Exhibit- C

Grant Required Government Regulations that will apply to this Project

- 1- Design Build Entity shall comply with applicable requirements of the **California Public Contract Code, the California Labor Code, including prevailing wage provisions, and the Global Warming Solutions Act of 2006 (the "Act") (Assembly Bill [AB] 32, Nunez, Chapter 488).**
- 2- Design Build Entity shall comply with all applicable requirements of the **TIRCP Program Guidelines, the California Department of Transportation Master Agreement Form "Master Agreement No. 64LAVTAMA," December 1, 2018 (Master Agreement),** and any project-specific subcontract to the Master Agreement, in the form of the California Department of Transportation **"Program Supplement No. 04LAVTAPS-01A1" ("Program Supplement"),** that falls within the boundary of the "Parking Garage Structure Construction" task and is a deliverable under the Construction Project.
- 3- Design Build Entity agrees, and will assure that its subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line item for the Project. The accounting system of County, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.
- 4- Design Build Entity, and its subcontractors and vendors shall permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by State
- 5- Design Build Entity shall assure that its subcontractors will be obligated to agree to follow the requirements of Title 2 CFR 200 and it shall be used to determine the allowability of individual Project cost items. Every sub-recipient receiving Project funds as a contractor or sub-contractor under this Agreement shall comply with 2 CFR 200.
- 6- Reimbursement shall be in accordance with the cost principles set forth in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 7- Design Build Entity shall comply with Title 21, California Code of Regulations, Section 2500 et seq., when applicable, and other matters connected with the performance of County's contracts with third parties pursuant to Government Code Section 8546.7.
- 8- Design Build Entity Agreement for this Project will contain the provisions of Section 12, Audits and Reports, and shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as Project costs only after those costs are incurred and paid for by the subcontractors.
- 9- Design Build Entity shall include in all subcontracts awarded using Project funds, when applicable, a clause that requires each subcontractor to comply with California Labor Code requirements that all workers employed on public works aspects of any project (as defined in California Labor Code §§ 1720-1815) be paid not less than the general prevailing wage rates predetermined by the Department of Industrial Relations as effective the date of Contract award by the County.
- 10- Design Build Entity Agreement for this Project will include the non-discrimination and compliance provisions of this section in all contracts and subcontracts to perform work under this Agreement.
- 11- Design Build Entity shall comply with the nondiscrimination program requirements of Title VI of the Civil Rights Act of 1964. Accordingly, 49 CFR 21 (Nondiscrimination in Federally-Assisted Programs of The Department Of Transportation-Effectuation of Title VI of The Civil Rights Act of 1964) and 23 CFR Part 200 (Title VI Program and Related Statutes-Implementation and Review

Procedures) are made applicable to this Agreement by this reference. Wherever the term "Contractor" appears therein, it shall mean the County.

- 12- Design Build Entity shall permit, and shall require that its subcontractors, and sub recipients will permit, access to all records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission or any other agency of the State of California designated by Department to investigate compliance with this Section.
- 13- Design Build Entity shall comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. 12101 et seq.).

End of Document