

## **APPENDIX A**

### **GRANT FUNDING CONTRACT REQUIREMENTS**

#### **DUBLIN TRANSIT CENTER PARKING GARAGE PROJECT (Project Number 18124)**

##### **PROJECT FUNDING BACKGROUND AND SCOPE**

The Livermore Amador Valley Transit Authority (LAVTA) in partnership with co-applicant Alameda County General Services Agency (GSA) submitted a grant application on January 10, 2018, from the 2018 Transit and Intercity Rail Capital Program (TIRCP) to support the Dublin/Pleasanton Capacity Improvement and Congestion Reduction Program and the funding of a multi-level parking structure that will accommodate more than 500 transit riders daily and will include electric vehicle charging station and preferred parking for vanpools to further maximize utilization.

##### **PROJECT FUNDING PURPOSE AND NEED**

Dublin/Pleasanton Capacity Improvement and Congestion Reduction Program, is a critical infrastructure development program that will significantly reduce congestion in a high-traffic area, further integrate multiple local and regional transit lines, increase ridership to a number of Bay Area and regional transit agencies, and further reduce Greenhouse Gas (GHG) emissions throughout the area. In partnership, LAVTA and GSA will develop a multi-level parking structure that will accommodate nearly 500 transit riders daily and will include electric vehicle charging stations and preferred parking to vanpools to further maximize utilization. The structure location is a highly congested area and a critical transit center that includes Bay Area Rapid Transit (BART), County Connection, MAX BART Express, San Joaquin RTD, Stanislaus Regional Transit and LAVTA. This structure will facilitate commuters, a significant portion of which come to this transit center from disadvantaged communities, that are seeking to utilize these transit options, but are often denied due to a lack of parking capacity as early as 7:30am at the BART station. BART data reports that in 2015, 60% of riders that originate at the Dublin/Pleasanton station drive and park at the BART station. As the area has only gotten more congested since that time, the need for increased parking capacity is critical. The project is a future-thinking project by design and will incorporate new and still-developing technology to reduce GHG emissions.

##### **GREEN HOUSE GAS (GHG) REDUCTIONS**

The proposed project is forward-thinking by design and will incorporate new, and still-developing, technologies to reduce GHG emissions. From a design perspective, the structure shall be designed with sustainability as a top priority. The proposed design will construct a “convertible garage” that can function as a parking garage while necessary but once the need for parking reduces, can be converted to housing or workspace with greater ease. This design recognizes the projected reduction in individual car ownership over the next decade and will encourage long-term reductions in GHG emissions as the population utilizing the rapid transit in this region becomes less dependent on individual vehicles. In the short term, improved air quality will be seen as a result of increased ridership on all intersecting transit agencies – LAVTA, BART, etc. – and dedicated space for electric vehicle charging and vanpool parking that seeks to encourage ridership on the above listed transit services. Quantifiable GHG Emission Reductions (MTCO<sub>2e</sub>) equal 59 based on the attached TIRCP Calculator. There are also significant co-benefits of the project based on the calculations, particularly for those individuals living in disadvantaged communities.

##### **PROJECT COSTS AND FUNDING SOURCES**

The total project cost of the proposed parking structure is estimated at \$34,000,000. Funding from TIRCP will fulfill \$20,000,000 of the total and the remaining, non-TIRCP funding of \$14,000,000 will be derived from two sources – Metropolitan Transportation Commission (MTC) funding (\$7,000,000) and Alameda County Transportation Commission (ACTC) funding (\$7,000,000). Alameda County GSA has committed to funding the initial operating costs, maintenance and ongoing operating costs of the completed structure. The non-TIRCP matching funds of \$14,000,000 are committed through the completion of the garage. No TIRCP Funding will be used to supplant other committed funds.

## INTERAGENCY FUNDING AGREEMENTS

On June 9, 2020, Alameda County Board of Supervisors approved a Project Funding Agreement with Alameda County Transportation Commission (ACTC) in the amount of \$14,000,000 and a Project Funding Agreement with Livermore Amador Valley Transit Authority (LAVTA) in the amount of \$20,000,000. The provisions of the County's funding agreements with LAVTA and ACTC are described in the sections below and are made part of the contract documents as "Grant Required Contract Requirements".

- 1.1 Consultant shall comply with any 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). (See Part –F of the Project Manual- Reference Documents)
- 1.2 The Consultant shall comply with any 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"), as may be amended, that falls within the boundary of the "Parking Garage Structure Construction" task and is a deliverable of the Construction Project. (See Part –F of the Project Manual- Reference Documents)
- 1.3 **AUDITS AND REPORTS**
  - 1.3.1 **COST PRINCIPLES:** Consultant shall comply with Title 2 Code of Federal Regulations 200 (2 CFR 200) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
  - 1.3.2 Consultant will assure that its sub consultants will be obligated to agree to follow 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.
  - 1.3.3 **RECORD RETENTION:** The Consultant agrees, and will assure that its sub-consultants and subcontractors will 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 the Consultant, its consultants 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.
  - 1.3.4 All accounting records and other supporting papers of the Consultant and its sub-consultants connected with Project performance under this Project shall be maintained for a minimum of three (3) years from the date of final payment to the Consultant and shall be held open to inspection, copying, and audit by representatives of the County, State, the California State Auditor, auditors representing the federal government and LAVTA. Copies thereof will be furnished by Consultant, its contractors, and subcontractors upon receipt of any request made by the County or their agents. In conducting an audit of the costs and match payments received in connection with the Project performance, County will rely to the maximum extent possible on its own prior audit. In the absence of such an audit, any acceptable audit work performed by

County's external and internal auditors may be relied upon and used by State when planning and conducting additional audits.

1.3.5 As it relates to services rendered for this Project, Consultant and its subconsultants 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.

1.3.1 Consultant Entity shall provide County all information necessary for the County to satisfy all reporting requirements included in any grant agreement between County and other government agencies, 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 the County of additional reporting requirements, Consultant shall provide the following:

1.3.1.1 **Financial Report:** Consultant shall prepare a financial report covering the same reporting periods specified in the paragraph below. 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 the County five (5) calendar days before each three-month period.

1.3.1.2 **Narrative Progress Report.** Consultant shall prepare a narrative progress report covering Project 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 the County to meet any grant reporting requirements, including the requirements set forth below. The three-month reporting periods shall end March 31, June 30, September 30, and December 31. The narrative progress reports shall be delivered to the County within seven (7) calendar days before the end of each reporting period.

1.4 **THIRD PARTY CONTRACTING:** Any subcontracts entered into by Consultant as a result of services rendered under this Project, shall contain the provisions of Section 6.4, Audits and Reports as delineated here, 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.

1.5 In addition to the above, the third party contractor/consultants for consultant services rendered for this Project, shall be consistent with **Chapter 10.2 - State-Only Funded A & E Contracts** of the Local Assistance Procedures Manual (LPP-00-05). (See EXHIBIT G)