

# VVTA RFQ 2026-01 OFFICE RENOVATION ADDENDUM NO. 2

Friday, August 22, 2025

This addendum is provided to all known prospective Proposers for clarification of the subject Request for Quote (RFQ).

Q1. "Is there any plans for this project?"

A1. The contractor shall design all plans and drawings required for this project. If the question is referring to plans/drawings for the existing facility, then you may find the drawings for the existing facility here:

[https://www.dropbox.com/scl/fo/ffltmzv9sqok06k4g0n8w/ACoEZ8l4\\_hYRKePypKchf4E?rlkey=ifuiuu3x35dcs3ssfe1i5pg4&st=td5rpn8&dl=0](https://www.dropbox.com/scl/fo/ffltmzv9sqok06k4g0n8w/ACoEZ8l4_hYRKePypKchf4E?rlkey=ifuiuu3x35dcs3ssfe1i5pg4&st=td5rpn8&dl=0)

Q2. "Is there plans or Drawings?"

A2. Please refer to A1.

Q3. "Is there a project estimate?"

A3. It is the responsibility of the proposer to provide pricing for the work.

Q4. "Can you share the as-builds of the office?"

A4. Please refer to A1.

Q5. "Are there any existing documents to accompany this RFQ of the existing conditions. IE., As-builds, AutoCAD files of existing, etc.?"

A5. Please refer to A1

Q5. "Will a civil or code study be required?"

A5. The contractor is required to meet all code requirements for design and construction. The contractor shall also ensure that the building is engineered to

Q6. "Are there any anticipated changes to the parking lot?"

A6. No.

Q7. "Do we need to meet any specific ADA requirements beyond what's listed?"

A7. The contractor shall ensure full compliance with all applicable Americans with Disabilities Act (ADA) requirements related to the project, in accordance with local, state, and federal regulations.

Q8. "Will VVTA expect information on Title 24?"

A8. All aspects of this project must conform to ADA requirements and must be reported to VVTA to ensure that all requirements are met.

Q9. Attachments E and Attachment F are missing from the packet.

A9. Please see attached.

Q10: "For room A206: Are we doing anything with the lights?"

A10: If the contractor determines that the light fixtures need to be relocated or modified according to their design, please include this information in the proposal.

Q11: "Will power (in the subfloor) need to be moved to the wall?"

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1. If a qualifier, i.e. (Required >\$100,000) follows the title of the form, then submit that form only if the Proposal meets that requirement.
2. Duplicate forms as necessary.
3. **Submit ONLY those forms that are checked, unless required elsewhere in the IFB/RFP/RFQ.**
4. Submit the following checked items AT THE TIME OF BID SUBMISSION:
  - Proposal Pricing Form (Sealed Separate Envelope)
  - Build America / Buy America Certification (Required >\$150,000)
  - Current Client References
  - Not on Excluded Parties List System (SAM.com) (Provide page from website)
  - Affidavit of Non-Collusion
  - Debarment, Suspension, & Other Responsibility Matters
  - List of Subcontractors and DBE's
  - Proposed Disadvantaged Business Enterprise (DBE) Participation; if you or a subcontractor is a DBE, please submit certification with bid.
  - Restriction on Lobbying (Prime) One (1) form required of each prime bidder and any proposed subcontractor having greater than a \$100,000 share of the bid.
  - Deviations, Pre-Offer changes, or a request for approval equals – submit this form if applicable.
5. Submit the following **Required forms at the Time of Contract Award**:
  - a. **Proof of Licenses.** As required by law, in addition to contract requirements. Must be California-approved, valid, showing expiration dates and license numbers. These include, but are not limited to (**Only those items checked**):
    - i.  Sales or Services; if applicable
    - ii.  Business: authorized by the city wherein business is to be conducted - To be sure to receive the points for the geographical preference, a copy of the Business License is required;
    - iii.  Drivers: within classification, required, valid, etc...
    - iv.  Others: any not mentioned herein, but required by industry standard, required by law, or by requirements of the Contract.
  - b.  **Proof of Permits:** as required by law, in addition to contract requirements. Must be California-approved, valid, showing expiration dates, and license numbers.
  - c.  **Insurance Certificate (Proof)** must meet the requirements in the RFP. If the Insurance Certificate with the additional insured endorsement is submitted with the bid, the Notice to Proceed can be issued sooner. Failure to submit the Proof of Insurance as requested may result in contract award annulment.

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**VVTA – RFQ 2026-01 PRICE PROPOSAL**

Proposer shall complete the following form and include the same in the Price Proposal package.

By execution below, Proposer hereby agrees to furnish the related equipment and services as specified in Victor Valley Transit Authority’s RFQ 2026-01 at the prices submitted in response to this solicitation.

PROPOSER COMPANY NAME: _____
STREET ADDRESS: _____
CITY, STATE, ZIP CODE: _____
AUTHORIZED OFFICER: _____
COMPANY OFFICER TITLE: _____
SIGNATURE OF AUTHORIZED OFFICER: _____
CONTACT INFORMATION: _____
OFFICE PHONE NUMBER: _____
EMAIL ADDRESS: _____

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	DESCRIPTION	COST
Line 1	Labor	\$
Line 2	Materials	\$
Line 3	Equipment	\$
Line 4	Profit Margin	%
	Total	\$

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CURRENT CLIENT REFERENCES

Proposer by its signature below, certifies that the following references for Landscape Services over the last seven (7) years (use additional pages as necessary): (A minimum of 5 are required)

<b>Agency Name</b>	<b>Contact Name/Phone/Email</b>	<b>Year</b>
1.		
2.		
3.		
4.		
5.		
6.		
7.		

\_\_\_\_\_  
Signature of the Proposer's Authorized Official

\_\_\_\_\_  
Name and Title of the Proposer's Authorized Official

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date



# RFQ 2026-01 OFFICE RENOVATION ATTACHMENT E – REQUIRED FORMS

## FTA CERTIFICATION REGARDING DEBARMENT, DEBARRED BIDDERS' CERTIFICATION SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION For Contracts and Subcontracts in Excess of \$25,000.00

### Instructions for Certification

1. By signing and submitting its bid or proposal, the prospective lower tier participant is providing the signed certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into; If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, VVTA may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to VVTA if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “persons,” “principal,” “proposal,” and “voluntary excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 C.F.R. Part 29]. You may contact VVTA for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting its bid or proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by VVTA.
6. The prospective lower tier participant further agrees by submitting its bid or proposal that it will include the clause, set out below, titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The

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knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, RT may pursue available remedies including suspension and/or debarment.

**“Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier covered Transaction”**

1. The prospective lower tier participant certifies, by submission of its bid or proposal, that neither it nor its “principals” [as defined at 49 C.F.R. §29.105(p) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. When the prospective lower tier participant is unable to certify to the statement in this certification, such prospective participant shall attach an explanation to its bid or proposal.

\_\_\_\_\_  
Signature of the Proposer’s Authorized Official

\_\_\_\_\_  
Name and Title of the Proposer’s Authorized Official

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

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**FTA CERTIFICATION OF RESTRICTIONS ON LOBBYING  
(For Proposals Over \$100,000)**

I. \_\_\_\_\_, hereby certify on behalf of \_\_\_\_\_ (Company Name)  
that:

1. No Federal or State appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or the United States Congress, an officer or employee of the Legislature or Congress, or an employee of a Member of the Legislature or Congress, in connection with the awarding of any State or Federal contract, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any State or Federal cooperative agreement and the extension, continuation, renewal, amendment or modification of any State or Federal contract, grant, loan, or cooperative agreement.
  
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, or an officer or employee of Congress, in connection with this contract, grant, loan or cooperative agreement, which is funded in whole or in part by Federal funds, the undersigned shall complete and submit Standard Form–LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
  
3. The undersigned shall require that the language of this certification be included in the award documents for any subcontractor at any tier performing work under this Federal-Aid funded Contract and that all subcontractors of any tier shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by § 13 52, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Signature of the Proposer’s Authorized Official

\_\_\_\_\_  
Name and Title of the Proposer’s Authorized Official

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

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**PROPOSAL DEVIATION, PRE-OFFER CHANGE OR APPROVED EQUAL**

This form shall be completed for each condition, exception, reservation or understanding (i.e., deviation) in the proposal according to “Condition, Exceptions Reservations and Understanding.” This form must also be used for requested clarifications, changes, substitutes or approval of items equal to items specified with a brand name, and must be submitted as far in advance of the Due Date as specified in “Proposal Timeline”

Deviation Number: \_\_\_\_\_ Proposer: \_\_\_\_\_

Email Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Page Number: \_\_\_\_\_ Section: \_\_\_\_\_

**Detailed**

**Description of Requested Deviation:**

**Rationale**

**(Pros and Cons):**

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**ACKNOWLEDGEMENT OF ADDENDA**

The following form shall be completed and included in the proposal package.

Failure to acknowledge receipt of all addenda may cause the proposal to be considered non-responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the Offer.

The undersigned Proposer acknowledges receipt of the following addendum to the documents:

Addendum No.	Date:
Addendum No.	Date:
Addendum No.	Date:
Addendum No.	Date:
Addendum No.	Date:
Addendum No.	Date:

\_\_\_\_\_  
Signature of the Proposer's Authorized Official

\_\_\_\_\_  
Name and Title of the Proposer's Authorized Official

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date



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**SAMPLE PERFORMANCE BOND**

Bond No.  
Premium:

**KNOW ALL PERSONS BY THESE PRESENTS THAT:**

WHEREAS, on \_\_\_\_\_, 2020, the VICTOR VALLEY TRANSIT AUTHORITY (“VVTA”) awarded to (“PRINCIPAL”) a contract for performance of the work described as 2022-15 FACILITY REFURBISHMENT (“CONTRACT”), the terms and conditions of which are incorporated herein by reference; and

WHEREAS, the CONTRACT requires PRINCIPAL to furnish this Performance Bond (“BOND”) to guarantee PRINCIPAL’s faithful performance of all provisions of the CONTRACT; and

WHEREAS, \_\_\_\_\_ (“SURETY”), a corporation legally authorized to execute and furnish performance bonds as sole surety in the State of California, is willing to act as PRINCIPAL’s SURETY in the making and giving of this BOND.

NOW, THEREFORE, we PRINCIPAL and SURETY hereby hold and firmly bind ourselves to pay to CITY in lawful United States currency the principal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for which payment well and truly to be made to CITY or CITY’s successors or assigns we hereby bind ourselves and our heirs, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS THAT IF PRINCIPAL or PRINCIPAL’s heirs, legal representatives, successors or assigns shall in all things stand to, abide by, and well and truly keep and faithfully perform all of the covenants, conditions and promises in the CONTRACT, including its work Guaranty, and all alterations thereof made as therein provided on PRINCIPAL’s part to be kept and performed at the time and in the manner specified therein, and in all respects according to their true intent and meaning, and shall indemnify and save harmless CITY and CITY’s officers, employees and agents as therein specified, then this obligation shall become null and void; otherwise, it shall be and remain in full force and binding effect.

SURETY hereby agrees that no change in the terms of the CONTRACT or the work to be performed thereunder, or any extension of time for completion thereof, shall in any way relieve it of its obligations under this BOND, and hereby waives notice of any change or extension thereof, and further waives the provisions of California Civil Code sections 2819 and 2845.

If lawsuit is brought by CITY on this BOND, PRINCIPAL and SURETY shall pay to CITY, over and above the principal sum hereof, reasonable costs and attorney’s fees which the court is hereby authorized to award.

IN WITNESS WHEREOF, we sign and seal this BOND on \_\_\_\_\_

Correspondence or claims relating to this BOND should be sent to SURETY at the following address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

Principal

By \_\_\_\_\_ (Seal)

\_\_\_\_\_  
Typed Name and Title

Surety

\_\_\_\_\_ (Seal)

Attorney-In-Fact

Telephone Number \_\_\_\_\_

Note: Signatures of those executing for SURETY must be acknowledged, and a Power of Attorney attached.

\_\_\_\_\_  
Typed Name and Title

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**SAMPLE PAYMENT BOND**

Bond No.  
Premium:

**KNOW ALL PERSONS BY THESE PRESENTS THAT:**

WHEREAS, on \_\_\_\_\_, 2020, the VICTOR VALLEY TRANSIT AUTHORITY (“VVTA”) awarded to (“PRINCIPAL”) a contract for performance of work described as 2022-15 FACILITY REFURBISHMENT (“CONTRACT”), the terms and conditions of which are incorporated herein by reference; and

WHEREAS, the CONTRACT requires PRINCIPAL to furnish this Payment Bond (“BOND”) to secure payment of the claims of persons described in California Civil Code section 3248(b); and

WHEREAS, \_\_\_\_\_ (“SURETY”), a corporation legally authorized to execute and furnish payment bonds as sole surety in the State of California, is willing to act as PRINCIPAL’s SURETY in the giving of this BOND.

NOW, THEREFORE, we PRINCIPAL and SURETY hold and firmly bind ourselves unto CITY and all persons and entities described in California Civil Code section 3248(b) whose claims are not paid by PRINCIPAL in the total sum of \_\_\_\_\_ Dollars (\$ ), for which payment well and truly to be made we bind ourselves and our heirs, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS THAT IF PRINCIPAL or PRINCIPAL’s successors, assigns, or subcontractors fail to pay any of the persons described in California Civil Code section 3181, any amounts due under the California Unemployment Insurance Code with respect to work or labor performed under the CONTRACT or any amounts required to be deducted, withheld and paid over to the California Employment Development Department from the wages of employees of PRINCIPAL and PRINCIPAL’s subcontractors pursuant to California Unemployment Insurance Code section 13020 with respect to such work and labor, SURETY will pay for the same in an amount not exceeding the sum stated above, plus all costs and reasonable attorney’s fees awarded by any court of competent jurisdiction in any lawsuit brought upon this BOND.

THIS BOND SHALL INURE TO the benefit of all persons and entities described in California Civil Code section 3248(b) so as to give them or their assigns a right of action in any lawsuit brought upon this BOND, and is executed and filed to comply with the Public Works Payment Bond provisions of Chapter 7, Title 15, Part 4, Division 3 of the California Civil Code (commencing at Section 3247) and all amendments thereto, which provisions are incorporated herein by this reference.

IN WITNESS WHEREOF, we sign and seal this BOND on \_\_\_\_\_ .

Correspondence or claims relating to this BOND should be sent to SURETY at the following address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone Number \_\_\_\_\_

\_\_\_\_\_  
Principal

By \_\_\_\_\_ (Seal)

\_\_\_\_\_  
Typed Name and Title

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Attorney-In-Fact (Seal)

\_\_\_\_\_  
Typed Name and Title

Note: Signatures of those executing for SURETY must be acknowledged and Power of Attorney attached.

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**Build America / Buy America**

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal fund may not be obligated unless all 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. General waivers are listed in 49 C.F.R. § 661.7

Effective May 14, 2022, the office of Management and Budget requires recipients (VVTA) include the following Build America, Buy America (BABA) Buy America Preference terms and conditions to all contracts that will use Federal Funds:

Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

(1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. Excludes cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

**Waivers**

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.

(a) When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

(1) applying the domestic content procurement preference would be inconsistent with the public interest;

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(2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

(3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described.

**Certificate of Compliance with Build America / Buy America Requirements**

**The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 323(j)(1), and the applicable regulations in 49 C.F.R. part 661.**

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Company: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Certificate of Non-Compliance with Build America / Buy America Requirements**

**The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 C.F.R. § 661.7.**

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Company: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

# VVTA RFQ 2026-01 OFFICE RENOVATION ATTACHMENT D – PREVAILING WAGES

- A. All or a portion of the Scope of Work in the Contract or Purchase Order (as applicable) requires the payment of prevailing wages and compliance with the following requirements.**

## **1. Determination of Prevailing Rates:**

Pursuant to Labor Code sections 1770, et seq., VVTA has obtained from the Director of the Department of Industrial Relations (DIR) pursuant to the California Labor Code, the general prevailing rates of per diem wages and the prevailing rates for holiday and overtime work in the locality in which the Scope of Work is to be performed. Copies of said rates are on file with the VVTA, will be made available for inspection during regular business hours, may be included elsewhere in the specifications for the Scope of Work, and are also available online at [www.dir.ca.gov](http://www.dir.ca.gov). The wage rate for any classification not listed, but which may be required to execute the Scope of Work, shall be commensurate and in accord with specified rates for similar or comparable classifications for those performing similar or comparable duties. In accordance with Labor Code section 1773.2, the Contractor shall post, at appropriate and conspicuous locations on the jobsite, a schedule showing all applicable prevailing wage rates and shall comply with the requirements of Labor Code sections 1773, et seq.

## **2. Payment of Prevailing Rates**

Each worker of the Contractor, or any subcontractor, engaged in the Scope of Work, shall be paid not less than the general prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor, and such worker.

## **3. Prevailing Rate Penalty**

The Contractor shall, as a penalty, forfeit two hundred dollars (\$200.00) to VVTA for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the DIR for such work or craft in which such worker is employed by the Contractor or by any subcontractor in connection with the Scope of Work. Pursuant to California Labor Code section 1775, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.

## **4. Ineligible Contractors:**

Pursuant to the provisions of Labor Code section 1777.1, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a contractor or subcontractor on a public works project. This list of debarred contractors is available from the DIR website at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>. Any contract entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to VVTA. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the

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Scope of Work.

## 5. Payroll Records:

Pursuant to California Labor Code section 1776, the Contractor and each subcontractor, shall keep accurate certified payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by them in connection with the Scope of Work. The payroll records enumerated herein shall be verified by a written declaration made under penalty of perjury that the information contained in the payroll record is true and correct and that the Contractor or subcontractor has complied with the requirements of the California Labor Code sections 1771, 1811, and 1815 for any Scope of Work performed by his or her employees. The payroll records shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

- (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his/her authorized representative on request.
- (2) A certified copy of all payroll records shall be made available for inspection or furnished upon request to VVTA, or the Division of Labor Standards Enforcement of the DIR.
- (3) A certified copy of payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either VVTA or the Division of Labor Standards Enforcement. If the requested payroll records have not been previously provided to VVTA or the Division of Labor Standards Enforcement, the requesting party shall, prior to being provided the records, reimburse the cost of preparation by the Contractor, subcontractor and the entity through which the request was made; the public shall not be given access to such records at the principal office of the Contractor;
- (4) The Contractor shall file a certified copy of the payroll records with the entity that requested such records within ten (10) days after receipt of a written request; and
- (5) Copies provided to the public, by VVTA or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor or any subcontractor, performing a part of the Scope of Work shall not be marked or obliterated. The Contractor shall inform VVTA of the location of payroll records, including the street address, city and county and shall, within five (5) working days, provide a notice of a change of location and address.

The Contractor shall have ten (10) days from receipt of the written notice specifying in what respects the Contractor must comply with the above requirements. In the event Contractor does not comply with the requirements of this section within the ten (10) day period, the Contractor shall, as a penalty to VVTA, forfeit one-hundred dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is

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## ATTACHMENT D – PREVAILING WAGES

effectuated. Upon the request of the Division of Labor Standards Enforcement, such penalty shall be withheld from any portion of the payments then due or to become due to the Contractor.

### **6. Limits on Hours of Work:**

Pursuant to California Labor Code section 1810, eight (8) hours of labor shall constitute a legal day's work. Pursuant to California Labor Code section 1811, the time of service of any worker employed at any time by the Contractor or by a subcontractor, upon the Scope of Work or upon any part of the Scope of Work, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as provided for under Labor Code section 1815. Notwithstanding the foregoing provisions, work performed by employees of Contractor or any subcontractor, in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half ( $1\frac{1}{2}$ ) times the basic rate of pay.

### **7. Penalty for Excess Hours:**

The Contractor shall pay to VVTA a penalty of twenty-five dollars (\$25.00) for each worker employed on the Scope of Work by the Contractor or any subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week, in violation of the provisions of the California Labor Code, unless compensation to the worker so employed by the Contractor is not less than one and one-half ( $1\frac{1}{2}$ ) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

### **8. Senate Bill 854 (Chapter 28, Statutes of 2014) Requirements:**

(1) Contractor shall comply with Senate Bill 854 (signed into law on June 20, 2014). The requirements include, but are not limited to, the following:

- a. No contractor or subcontractor may be listed on a bid proposal (submitted on or after March 1, 2015) for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5, with limited exceptions from this requirements for bid purposes only as allowed under Labor Code section 1771.1(a).
- b. No contractor or subcontractor may be awarded a contract for public work or perform work on a public works project (awarded on or after April 1, 2015) unless registered with the DIR pursuant to Labor Code section 1725.5.
- c. This project is subject to compliance monitoring and enforcement by the DIR.
- d. As required by the DIR, Contractor is required to post job site notices, as prescribed by regulation, regarding compliance monitoring and enforcement by the DIR.
- e. Contractors and all subcontractors must submit certified payroll records online to the Labor Commissioner for all new public works projects issued on or after April

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1, 2015, and for all public works projects, new or ongoing, on or after January 1, 2016.

- f. The certified payroll must be submitted at least monthly to the Labor Commissioner.
- g. VVTA reserves the right to require Contractor and all subcontractors to submit certified payroll records more frequently than monthly to the Labor Commissioner.
- h. The certified payroll records must be in a format prescribed by the Labor Commissioner.

(2) As required by Labor Code 1771.1(a) “A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.”

## **B. STATE PUBLIC WORKS APPRENTICESHIP REQUIREMENTS**

### **1. State Public Works Apprenticeship Requirements:**

The Contractor is responsible for compliance with Labor Code section 1777.5 and the California Code of Regulations, title 8, sections 230 – 230.2 for all apprenticeable occupations (denoted with “#” symbol next to craft name in DIR Prevailing Wage Determination), whether employed by the Contractor, subcontractor, vendor or consultant. Included in these requirements is (1) the Contractor’s requirement to provide notification (i.e. DAS-140) to the appropriate apprenticeship committees; (2) pay training fund contributions for each apprenticeable hour employed on the Contract; and (3) utilize apprentices in a minimum ratio of not less than one apprentice hour for each five journeyman hours by completion of Contract work (unless an exception is granted in accordance with Labor Code section 1777.5) or request for the dispatch of apprentices.

Any apprentices employed to perform any of the Scope of Work shall be paid the standard wage to apprentices under the regulations of the craft or trade for which such apprentice is employed, and such individual shall be employed only for the work of the craft or trade to which such individual is registered. Only apprentices, as defined in California Labor Code section 3077, who are in training under apprenticeship standards and written apprenticeship agreements under California Labor Code sections 3070 et seq. are eligible to be employed for the Scope of Work. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which such apprentice is training.

### **2. Compliance with California Labor Code section 1777.5 requires all public works contractors to:**

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## (1) Submit Contract Award Information (DAS-140)

- a. Although there are a few exemptions (identified below), all Contractors, regardless of union affiliation, must submit contract award information when performing on a California public works project. **b.** The DAS-140 is a notification “announcement” of the Contractor’s participation on a public works project—*it is not a request for the dispatch of an apprentice.*
- c. Contractors shall submit the contract award information (you may use form DAS 140) within 10 days of the execution of the prime contract or subcontract, but in no event later than the first day in which the Contractor has workers employed on the public work.
- d. Contractors who are already approved to train apprentices (i.e. check “Box 1” on the DAS-140) shall only be required to submit the form to their approved program.
- e. Contractors who are NOT approved to train apprentices (i.e. those that check either “Box 2” or “Box 3” on the DAS-140) shall submit the DAS-140 TO EACH of the apprenticeship program sponsors in the area of your public works project. For a listing of apprenticeship programs see <http://www.dir.ca.gov/Databases/das/pwaddrstart.asp>.

## (2) Employ Registered Apprentices

- a. Labor Code section 1777.5 requires that a contractor performing work in an “apprenticeable” craft must employ one (1) hour of apprentice work for every five (5) hours performed by a journeyman. This ratio shall be met prior to the Contractor’s completion of work on the project. “Apprenticeable” crafts are denoted with a pound symbol “#” in front of the craft name on the prevailing wage determination.
- b. All Contractors who do not fall within an exemption category (see below) must request for dispatch of an apprentice from an apprenticeship program (for each apprenticeable craft or trade) by giving the program actual notice of at least 72 hours (business days only) before the date on which apprentices are required.
- c. Contractors may use the “DAS-142” form for making a request for the dispatch of an apprentice.
- d. Contractors who are participating in an approved apprenticeship training program and who did not receive sufficient number of apprentices from their initial request must request dispatch of apprentices from ALL OTHER apprenticeship committees in the project area in order to fulfill this requirement.
- e. Contractor should maintain and submit proof (when requested) of its DAS-142 submittal to the apprenticeship committees (e.g. fax transmittal confirmation). A Contractor has met its requirement to employ apprentices only after it has successfully made a dispatch request to all apprenticeship programs in the project area.
- f. Only “registered” apprentices may be paid the prevailing apprentice rates and must, at all times work under the supervision of a Journeyman (Cal. Code Regs., tit 8, § 230.1).

## (3) Make Training Fund Contributions

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## ATTACHMENT D – PREVAILING WAGES

- a. Contractors performing in apprenticeable crafts on public works projects, must make training fund contributions in the amount established in the prevailing wage rate publication for journeymen and apprentices.
- b. Contractors may use the “CAC-2” form for submittal of their training fund contributions.
- c. Contractors who do not submit their training fund contributions to an approved apprenticeship training program must submit their contributions to the California Apprenticeship Council (CAC), PO Box 420603, San Francisco, CA 94142-0603.
- d. Training fund contributions to the CAC are due and payable on the 15th day of the month for work performed during the preceding month.
- e. The “training” contribution amount identified on the prevailing wage determination shall not be paid to the worker, unless the worker falls within one of the exemption categories listed below.

### 3. Exemptions to Apprenticeship Requirements:

The following are exempt from having to comply with California apprenticeship requirements. These types of contractors do not need to submit a DAS-140, DAS-142, make training fund contributions, or utilize apprentices.

- a. When the Contractor holds a sole proprietor license (“Owner-Operator”) and no workers were employed by the Contractor. In other words, the contractor performed the entire work from start to finish and worked alone.
- b. Contractors performing in non-apprenticeable crafts. “Apprenticeable” crafts are denoted with a pound symbol “#” in front of the craft name on the prevailing wage determination.
- c. When the Contractor has a direct contract with the Public Agency that is under \$30,000.
- d. When the project is 100% federally funded and the funding of the project does not contain any city, county, and/or state monies (unless the project is administered by a state agency in which case the apprenticeship requirements apply).
- e. When the project is a private project not covered by the definition of public works as found in Labor Code section 1720.

### 4. Exemption from Apprenticeship Ratios:

The Joint Apprenticeship Committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the Contractor from the 1-to-5 ratio set forth in this Section when it finds that any one of the following conditions are met:

- a. Unemployment for the previous three-month period in such area exceeds an average of fifteen percent (15%); or
- b. The number of apprentices in training in such area exceeds a ratio of 1-to-5 in relation to journeymen; or

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- c. The Apprenticeable Craft or Trade is replacing at least one-thirtieth (1/30) of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis; or
- d. If assignment of an apprentice to any work performed under the Contract Documents would create a condition which would jeopardize such apprentice's life or the life, safety or property of fellow employees or the public at large, or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

When such exemptions from the 1-to-5 ratio between apprentices and journeymen are granted to an organization which represents contractors in a specific trade on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local Joint Apprenticeship Committees, provided they are already covered by the local apprenticeship standards.

### **5. Contractor's Compliance:**

The responsibility of compliance with this Section for all Apprenticeable Trades or Crafts is solely and exclusively that of the Contractor. All decisions of the Joint Apprenticeship Committee(s) under this Section are subject to the provisions of California Labor Code section 3081 and penalties are pursuant to Labor Code section 1777.7 and the determination of the Labor Commissioner.

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A11: No.

Q12: "Can VVTA send the data/ cable as-builts?"

A12: See A1

Q10. "I will submit our bid as a sole prime contractor, but our design consultants, Plumb Engineering, will be under our bid...is that acceptable?"

A10. Yes, that is acceptable. Please include Plumb Engineering under your bid, as a subcontractor, by completing the subcontractor information on the Subcontractor List found in Attachment E of the Required Forms.

Q11. "Can I get a copy of any addenda that have been released to date?"

A11. Please see attached.

Q12. "What is the estimated construction budget?"

A12. Please refer to the answer for question 3.

Q13. "Can I get a copy of the planholders list?"

A13. That information will not be available until after the bid closes.

Q14. "Do you have Union requirements?"

A14. No

The due date for bid submission remains Wednesday, August 27, 2025, at 3:00 PM (PDT).

All other terms and conditions of the RFQ remain the same

As stated in the RFQ, all addenda must be acknowledged. Please use Attachment E included in the RFQ package to acknowledge receipt of this addendum. Failure to acknowledge any addenda to this RFQ may be a cause to deem the Potential Proposer as "non-responsive."

\*\*\*\*\* End of Addendum No. 2 \*\*\*\*\*