

Request for Proposals
RFP S20091

CCTV and Card Reader Access Maintenance version 2

June 12, 2020
Norman David, Contracts Administrator

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INTRODUCTION: The Santa Clara Valley Transportation Authority (“VTA”) is the result of a 1995 merger between two previously separate entities: the Santa Clara County Transit District and the Congestion Management Agency for Santa Clara County. VTA is an independent special district responsible for bus and light rail operations, congestion management, specific highway improvement projects and countywide transportation planning. As such, VTA is both an accessible transit provider and multi-modal transportation planning organization involved with transit, highways, roadways, bikeways, and pedestrian facilities. Working under the direction of a 12-member Board of Directors (“Board”), VTA’s annual operating budget is approximately \$400 million, and its currently approved capital program is approximately \$1 billion. VTA’s bus fleet of 505 buses serves a 346 square mile urbanized service area and operates approximately 18 million miles annually. The 42.2-mile light rail system is served by 99 rail cars and 5 historic trolley cars and operates approximately 2.2 million miles annually. VTA employs approximately 2,050 people, of whom approximately 650 are administrative, clerical and professional positions and 1,400 are operators and maintenance positions. There are four operating/maintenance facilities located within Santa Clara County. The administrative headquarters is located separately from these four facilities.

For more information about VTA, log on to www.VTA.org.

ABOUT RFP S20091: VTA seeks proposals (each, a “Proposal”) from qualified firms (each, a “Proposer”) to provide all technical and professional labor, materials, tools and test equipment required to perform maintenance and enhancements as needed on VTA’s Closed Circuit Television(CCTV) security systems and Card Access (badge) system (“Services”).

NOTICE TO PROPOSERS OF LIMITATION OF FUTURE CONTRACTING: The Proposer(s) selected under this Request for Proposals (“RFP”) will be precluded from submitting proposals or bids as a prime contractor or subcontractor for any future procurement with VTA if the specifications, requirements, scope of services and/or for such work were developed or influenced by the work performed under the contract resulting from this RFP. Further, if a contractor or subcontractor obtains or has access to nonpublic information related to a future solicitation through work performed under this RFP, that contractor or subcontractor may be barred from submitting proposals as a prime contractor or subcontractor on that future solicitation.

NOTICE TO PROPOSERS OF REQUIREMENT TO AVOID CONFLICTS OF INTERESTS: Contractors and subcontractors performing work resulting from this RFP are required to avoid conflicts of interest resulting from services provided to VTA through other engagements. In particular, contractors and subcontractors providing services under any engagements that developed or influenced the requirements, scope of services, or criteria for this RFP are ineligible to participate in the work resulting from this RFP. Contractors and subcontractors providing services under such engagements that involve the supervision, oversight, review, critique, or acceptance of work products under this RFP are also ineligible to participate in the work resulting from this RFP.



Similarly, contractors and subcontractors who have or who have had access to nonpublic information related to this RFP may have a conflict of interest and should refrain from participating in the work resulting from this RFP.

Contractors and subcontractors proposing to provide services under this RFP remain responsible for avoiding conflicts of interest and must review their existing VTA engagements with their prospective teaming partners before submitting a Proposal under this RFP to assure that conflicts of interest are avoided. Contractors and subcontractors performing work resulting from this RFP must continue to monitor for and avoid conflicts of interest at all times.

In addition to contractors' and subcontractors' obligations to avoid conflicts of interest, VTA also monitors for potential conflicts. VTA reviews all potential conflicts, whether actual or apparent, on a case-by-case basis. VTA reserves the right to determine whether an actual conflict exists in its sole discretion and to determine whether a potential conflict of interest exists in its reasonable discretion. Nothing in this RFP is intended to operate as a waiver of either actual or apparent conflicts.



I. INSTRUCTIONS TO PROPOSERS

A. PROCUREMENT SCHEDULE: VTA’s procurement schedule dates are listed in Table 1 below. All dates set forth in this RFP are subject to change at VTA’s sole discretion and will be provided to Proposers as an addendum. All references in this RFP to “time” are Pacific Time.

Table 1

ACTIVITY	DATE/TIME
Issue RFP	June 12, 2020
Virtual Pre-Proposal Conference	June 19, 2020 at 10:00
Deadline to Submit Questions	June 23, 2020 at 2:00 p.m.
Deadline to Submit Proposal	July 9, 2020 at 2:00 p.m.
Interviews	August 6 - 7, 2020

B. DESIGNATED POINT OF CONTACT: All communications with VTA regarding this RFP shall be in writing (US mail/ email) to the Designated Point of Contact identified below. All emails must indicate in the subject line “RFP S20091 for CCTV and Card Reader Access Maintenance.” No telephone calls will be accepted. Except as otherwise provided herein, no contact will be entertained by the Procurement, Contracts, and Materials Management staff outside of the formal Q&A period, and/or by anyone other than the Designated Point of Contact regarding this RFP.

Any communication with someone other than the Designated Point of Contact related to this RFP is not permitted. Any breach of this provision may result in the Proposer’s submittal being deemed non-responsive and may be cause for rejection.

The Designated Point of Contact for this procurement is as follows:

Norman David, Contracts Administrator
Santa Clara Valley Transportation Authority
3331 North First Street, Building B
San Jose, California 95134
Email: norman.david@vta.org

C. VIRTUAL PRE-PROPOSAL CONFERENCE: All prospective Proposers are strongly encouraged to attend the virtual pre-proposal conference scheduled at the date and time stated on Table 1.

Virtual pre-proposal conference details:

Date: June 19, 2020

Time: 10:00 am

Microsoft Teams: [Join Microsoft Teams Meeting](#)

[+1 408-889-1601](#) United States, San Jose (Toll)

Conference ID: 146 741 050#



D. EXAMINATION OF PROPOSAL DOCUMENTS: By submitting a Proposal, the Proposer represents that it has thoroughly examined and become familiar with the work required under this RFP, and that it is capable of performing quality work to achieve VTA’s objectives.

E. ADDENDA/CLARIFICATIONS: VTA reserves the right to make changes to these RFP documents as it may deem appropriate up until the date for submission of the Proposals (set forth in Table 1). Any and all changes to this RFP will be made by written addendum, which will be issued by VTA to all prospective Proposers who have registered and downloaded the Proposal documents at the VTA website. All addendum and other related materials will be posted to the VTA.org procurement site. Prospective Proposers will be notified by email when information has been posted to the VTA procurement site for this RFP. **NOTHING RELIEVES PROPOSER FROM BEING BOUND BY ADDITIONAL TERMS AND CONDITIONS IN ADDENDA.**

Questions or comments regarding this RFP must be submitted in writing and must be received by VTA no later than the date and time stated in Table 1. Email questions must be submitted to the Designated Point of Contact listed above and must include “RFP S20091 QUESTIONS” in the subject line.

Responses from VTA will be published on the VTA online procurement website.

F. SUBMISSION OF PROPOSALS: All Proposals must be submitted to the Designated Point of Contact no later than the date and time stated in Table 1.

The Proposer must submit one (1) copy of the Proposal in an electronic format in the form of a flash drive.

The electronic proposal must bear the Proposer’s name and address, and be clearly labeled as follows:

“RFP S20091 CCTV and Card Reader Access Maintenance”

All responses, inquiries, and correspondence related to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation produced by the Proposer submitted as part of the Proposal will become the property of VTA when received by VTA and may be considered public information under applicable law. Any proprietary information in the Proposal should be identified as such. VTA does not typically disclose proprietary information to the public, unless required by law; however, VTA cannot guarantee that such information will be held confidential.

G. WITHDRAWAL OF PROPOSALS: A Proposer may withdraw its Proposal at any time before the expiration of the time for submission of Proposals as provided in this RFP by



delivering to the Designated Point of Contact a written request for withdrawal signed by, or on behalf of, the Proposer.

H. RIGHTS OF VTA: VTA may investigate the qualifications of any Proposer under consideration, require confirmation of information furnished by the Proposer, and require additional evidence or qualifications to perform the Services described in this RFP.

VTA reserves the right to:

- Reject any or all Proposals.
- Issue subsequent Requests for Proposal.
- Postpone opening for its own convenience.
- Remedy technical errors in the Request for Proposal process.
- Approve or disapprove the use of particular subcontractors.
- Solicit best and final offers from all or some of the Proposers.
- Award a professional services contract to one or more Proposers.
- Waive informalities and irregularities in Proposals.
- Conduct interviews at its discretion.
- Accept other than the lowest offer.
- Negotiate with any, all or none of the Proposers.

I. CONTRACT TYPE: It is anticipated that VTA will award a professional services contract (“Contract”). If awarded, the Contract will be Time and Materials with a term of four (4) years with two (2) one-year options to extend the Contract. This RFP does not commit VTA to enter into such Contract nor does it obligate VTA to pay for costs incurred in preparation or submission of Proposals or in anticipation of entry into a Contract. The Proposer awarded the Contract hereunder (if any) is referred to herein as “Contractor”.

J. COLLUSION: By submitting a Proposal, each Proposer represents and warrants that its Proposal is genuine and not a sham, collusive or made in the interest of or on behalf of any person not named therein; that the Proposer has not, directly or indirectly, induced or solicited any other person to submit a sham Proposal or any other person to refrain from submitting a Proposal; and that the Proposer has not in any manner sought collusion to secure any improper advantage over any other person submitting a Proposal.

K. AUDIT REPORT/REQUIREMENTS: Proposers must agree to abide by the requirements in Chapter III, paragraph 4 of FTA Circular 4220.1F. Every Proposer that has been the subject of any audit report by any government or public agency or qualified independent CPA must attach with its Proposal the latest such audit report, including direct labor, materials, fringe benefits and general overhead.

Proposers must also agree to submit cost or pricing data in accordance with 48 CFR Part 15.408 Table 15-2.



L. ECONOMIC INTEREST FORM 700: The Proposer's key person as well as other positions within his or her firm, determined by VTA, to be participating in the making of governmental decisions will each be required to file a Form 700 the financial disclosure form mandated by the Fair Political Practices Commissions (FPPC). The Form 700 will be required to be filed upon execution of the Contract in which the VTA retains the services of the Proposer, annually thereafter, and upon separation of services pursuant to FPPC rules and regulations.

M. INCORPORATION OF EXHIBITS AND ATTACHMENTS: All exhibits, and attachments referenced in this RFP are incorporated herein by this reference.

II. PROPOSER'S MINIMUM QUALIFICATIONS

A. REQUIRED MINIMUM QUALIFICATIONS: The following qualifications are the minimum required qualifications that a Proposer must have in order for a Proposal to be considered:

1. The Proposer shall have three (3) years of experience in C-Cure 8000/9000 Card Access Systems, ExacqVision and Pelco VMS systems, CCTV maintenance and communications, including wired and wireless systems.
2. The Proposer shall have the following certifications, licenses or affiliations Software House C-Cure authorized installer/maintainer, ExacqVision certified vendor/technician, Axis Communications certified vendor/installer. Shall possess a California C-7 License in good standing.
3. The Proposer's technicians must have at least two (2) years of relevant field service.
4. Proposer's On-Site Technician must comprehend Windows commands and have a good working understanding of computer networking. Technician shall have the skills to test ethernet, coax, and communication cables and equipment

B. PREFERRED QUALIFICATIONS: The Proposer shall possess knowledge of regulations and codes regarding communications systems and shall be familiar with local conditions relating to state and local in Santa Clara County

1. Proposer's On-Site Technician shall possess a primary fiber optic certification and understand basic FO cable/patch cord testing procedures.



III. EVALUATION AND SELECTION

A. EVALUATION CRITERIA: The following criteria will be used to evaluate Proposals:

Qualification of the Firm	25 Points
Staffing and Project Organization	20 Points
Local Firm Preference	10 Points
Cost Proposal	45 Points

1. **QUALIFICATION OF THE FIRM:** Qualifications to be considered include but are not limited to: technical experience in performing work of a closely similar nature; experience working with transit properties or other public agencies; record of completing work on schedule; strength and stability of the firm; technical experience and strength and stability of proposed subcontractors; and assessments by client references.
2. **STAFFING AND PROJECT ORGANIZATION:** Qualifications of project staff will be considered, particularly key personnel, and, especially, the project manager. Other factors to be considered include but are not limited to key personnel’s level of involvement in performing related work, logic of project organization; adequacy of labor commitment, and concurrence in the restrictions on changes in key personnel.
3. **LOCAL FIRM PREFERENCE:** Five (5) points shall be awarded if at least fifty percent (50%) of the dollar value of services to be rendered will be performed by a local firm. An additional point shall be awarded for each additional ten percent (10%) of the dollar value of services to be performed by a local firm, to a maximum point award of ten (10) points.
4. **COST PROPOSAL:** The reasonableness of the total price and competitiveness of this amount with other Proposals received; adequacy of data in support of figures quoted; basis on which prices are quoted. Proposed cost savings for materials in the form of discounts off MSRP or guaranteed maximum markups to be provided by Proposer to VTA.

B. EVALUATION PROCEDURE: The review board will evaluate Proposals based on the pre-established criteria to determine the successful Proposer or establish a shortlist of firms to interview. VTA reserves the right to conduct interviews at its discretion.

Proposers are asked to keep the interview date stated in Section I, A Table 1 available in the event the review board conducts interviews. If invited to interview, VTA will notify Proposers regarding the schedule and other pertinent interview information. Typically, the



interview is scheduled for one (1) hour and requires the project manager to be a lead participant.

The names of the review board members are not revealed prior to the interviews. The individual or composite rating and evaluation forms prepared by individual review board members are not retained by VTA and will not be revealed.

- C. BASIS OF AWARD:** When the review board has completed its work, negotiations will be conducted for the extent of services to be rendered.

Award may be made on the basis of initial Proposals submitted without any negotiations or discussions.

This is a “best value” procurement based on procedures consistent with California public contract code section 20301(a). “Best value” is a selection process where the award is based on a combination of price and qualitative considerations. A best value procurement requires tradeoffs between price and non-price factors to select the best overall value to VTA.

Subject to VTA’s right to reject any or all proposals, the Proposer whose Proposal is found to be most advantageous to VTA will be selected based upon consideration of the evaluation criteria.

Thus, VTA will make the award to the responsible Proposer whose Proposal is most advantageous to VTA. Accordingly, VTA may not necessarily make an award to the Proposer with the highest technical ranking nor award to the proposer with the lowest price Proposal if doing so would not be in the overall best interest of VTA.

When the review board has completed its work, negotiations will be conducted for the extent of services to be rendered.

When VTA engages the highest-ranked Proposer in negotiations, a Notice of Intent of Award will be submitted as a courtesy to the shortlisted Proposers.

Upon completion of a successful negotiation, VTA will issue a Notice of Recommended Award, which will initiate the five (5) day pre-award protest period pursuant to VTA’s protest policies.

IV. PROPOSAL FORMAT AND CONTENT

- A. FORMAT:** Proposals shall be typed, as concise as possible and shall not include any unnecessary promotional material. The nature and form of response are at the discretion of the Proposer, but shall include the information listed below.

- B. CONTENT:** The Proposer shall include the information described below:



- 1. PROFILE OF FIRM:** This section shall include a brief description of the firm's size as well as the local organizational structure; it shall also include a discussion of the firm's financial stability, capacity and resources. Additionally, this section shall include a listing of any lawsuit or litigation and the result of that action resulting from (a) any public project undertaken by the Proposer or by its subcontractors where litigation is still pending or has occurred within the last five (5) years or (b) any type of project where claims or settlements were paid by the Proposer or its insurers within the last five (5) years.
- 2. QUALIFICATIONS OF THE FIRM:** This section shall include a brief description of the Proposer's and subconsultants qualifications and previous experience on similar or related projects. Description of pertinent project experience shall include a summary of the work performed, Proposer must provide the name, title, and phone number of three (3) clients to be contacted for references, although VTA reserves the right to check other references beyond the three provided.
- 3. PROJECT STAFFING:** This section must discuss how the Proposer would propose to staff this project. Proposer project team members must be identified by name, location, specific responsibilities on the project and the estimated person-hours of participation. An organizational chart for the project team and resumes for key personnel must be included. Key personnel will be an important factor considered by the review board. Once the Proposal is submitted, any change of key personnel must be approved by VTA.
- 4. ADMINISTRATIVE SUBMITTALS:** The Proposer must complete all the forms attached hereto and submit them with the Proposal.



V. BUSINESS DIVERSITY PROGRAM POLICY: Contractor shall adhere to VTA's Business Diversity Program requirements.

A. MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE POLICY AND REQUIREMENTS: It is the policy of the Santa Clara Valley Transportation Authority to ensure that Minority and Women-Owned Business Enterprises ("MWBE"), as defined in the VTA MWBE Program, have an equitable opportunity to participate in the performance of contracts and subcontracts financed with local funds. VTA has an 18% MWBE aspirational goal. In this regard, Proposer will use its best efforts to ensure that MWBE firms have an equitable opportunity to compete for subcontract work.

For more information on VTA's Business Diversity Programs, please see website at www.vta.org/osdb or call the Office of Business Diversity Programs at (408) 321-5962 for assistance in identifying eligible MWBE firms. Listings of eligible firms are also available at the following:

<https://vta.sdbbe.com/FrontEnd/VendorSearchPublic.asp?TN=vta&XID=5635>

B. SMALL BUSINESS ENTERPRISE POLICY AND REQUIREMENTS: It is VTA policy to ensure that Small Business Enterprise ("SBE") firms, as defined in Federal Regulations 13 CFR Part 121 and 49 CFR Part 26, have an equitable opportunity to participate in the performance of contracts and subcontracts.

1. SBE WITH NO SET GOAL ASSIGNMENT: VTA has not established a contract specific SBE goal for this project. However, Proposer is encouraged to make every effort to meet VTA's overall agency goal of 19% where possible. In this regard, Proposer will use its best efforts to ensure that SBE firms shall have an equitable opportunity to compete for subcontract work under this Contract. Any certified Disadvantaged Business Enterprise ("DBE") is eligible to participate towards the SBE overall participation goal. SBE firms must be certified or accepted as certified by the VTA Office of Business Diversity Programs ("OBDP").

Listings for SBE and DBE firms are:

VTA SBE Database:

- <http://www.VTA.org/about-us/doing-business-with-VTA-search-for-sbes>

California UCP DBE Database:

- <https://dot.ca.gov/programs/business-and-economic-opportunity/dbe-search>

2. CONSULTANT REGISTRATION: All SBE DBE and MWBE firms listed on Form 5, Listing of MWBE Prime and Subcontractors and Form 6, Listing of SBE Prime and Subcontractors, must be certified by VTA's OBDP, the California Unified Certification Program ("CUCP"), and/or accepted as certified by VTA's OBDP at the time of the



Proposal due date to be counted toward VTA's 19% overall SBE goal. Proposers must comply with VTA's SBE Program Policy and Requirements on utilization of SBE.

- a. Form 5, MWBE Listing of Prime and Subcontractors, Form 6, SBE Listing of Prime and Subcontractors, Form 7, Designation of Subcontractors and Suppliers, in compliance with SBE Program Policy and Requirements, must be submitted at time of Proposal submittal.
 - b. It is the Proposer's sole responsibility to verify to VTA that a sub-consultant has a SBE/DBE certification.
3. **CONTRACTOR REPORTING:** Proposer will be required to submit electronic monthly DBE utilization reports to the VTA's OBDP through our web-based online system (B2Gnow), accessed from any computer via the internet at the following website: <https://VTA.sdbbe.com>. The monthly reports will document payments to the prime and the prime will report payments made to their sub-contractors. At the end of this Contract, Contractor will be required to submit a Final DBE Utilization Report.

Each Contractor and sub-consultant will receive an email providing information with Log-On identification, password and instructions on how to use the system. Proposer agrees to submit any and all required electronic reports to the OBDP.

4. **FINAL DBE SUBMITTAL:** At the conclusion of this Contract, Contractor will be required to electronically submit a final DBE Utilization Report by indicating a final audit where requested in the B2Gnow system.

C. **FRAUDS AND FRONTS:** Contactors are cautioned against knowingly and willfully using "fronts" to meet the SBE goal of the Contract. The use of "fronts" or "pass through" subcontracts to non-disadvantaged firms constitutes a criminal violation.

VI. INSURANCE REQUIREMENTS: Contractor shall adhere to the insurance requirements set forth in Exhibit E. Proposer's attention is directed to the insurance requirements in the exhibit. It is highly recommended that Proposers confer with their insurance carriers or brokers in advance of Proposal submission to determine the availability of insurance certificates and endorsements that will be required for the Contract awarded through this RFP.

VII. PROTESTS

A. **SOLICITATION PHASE:** Prior to the closing date for submittal of Proposal, Proposer may submit to VTA protests regarding the procurement process, or alleged improprieties in specifications, or alleged restrictive specifications. Any such protests must be filed no later than ten (10) working days prior to the scheduled closing date of this RFP. If necessary, the closing date of this RFP may be extended pending a resolution of the protest.



B. PRE-AWARD: Protests dealing with alleged improprieties in the procurement or the procurement process that can only be apparent after the closing date for receipt of Proposals must be filed within five (5) working days after issuance of the Notice of Recommended Award. Protests must contain a statement of the grounds for protests and supporting documentation. Protestor will be notified of VTA's final decision prior to issuance of award.

Protestors will have an opportunity to appear and be heard before the VTA prior to the opening of Proposals in the case of protests based on the content of the RFP or prior to final award in the case of protests based on other grounds. Proposer's requests and protests shall be **in writing only** and must be addressed to:

Santa Clara Valley Transportation Authority
Attn: John Wesley White, Chief Procurement Officer
Procurement, Contracts & Materials Management
3331 North First Street, Building A
San Jose, California 95134

The full text of VTA's Policy No. 36 may be obtained at <http://www.vta.org/about-us/doing-business-with-vta-policies>. Failure to comply with the above protest procedures will render a protest untimely and/or inadequate and shall result in its rejection.

If this Contract is financed with federal assistance, pursuant to 2 C.F.R. § 200.318(k), protesters may raise, with the FTA, matters that are primarily a federal concern. Protesters must raise any federal matters arising out of VTA's award of a contract within five (5) business days of VTA's final decision of the Proposal protest. See 2 C.F.R. § 200.318(k) for details.

VIII. SCOPE OF SERVICES:

Contractor shall provide all technical and professional labor, material, tools, and test equipment to perform maintenance and modifications ("Services") as needed on VTA's Card Access (badge) system and CCTV (Closed Circuit Television) security systems.

The Contractor must:

- provide aerial lift truck(s), at the Contractor's sole expense, when required to service exterior pole-mounted cameras and equipment, the aerial lift trucks must be properly insured at all times and operated by trained personnel;
- perform maintenance on a time and material (T&M) basis as stated below (timings for a dedicated technician);
- provide a fixed proposal for any new enhancements above \$3,000.00, any enhancements above \$3000.00 will require VTA written approval in order to proceed;
- provide both emergency 24/7 on call service(s) as needed;



- coordinate all Services to be provided with the VTA Technology Department for the following: preventive maintenance, repairs, modifications, installations, and testing to assure safe continuous operation of security systems;
- provide a dedicated technician, who meets the qualifications listed in this RFP, and appropriate vehicle 2 days a week (16 hours total at 8 [eight] hours per day) during VTA's normal business hours;
- allow VTA to add additional hours or days to this technician's schedule;
- allow VTA the option to request the reassignment of the technician, if the assigned technician does not demonstrate all required skills; and
- if VTA requests that the dedicated technician provided be replaced, the Contractor will provide another technician holding equivalent or superior qualifications, the replacement technician will be subject to final approval by VTA.

Technician

The technician must:

- be dedicated to VTA and not rotate with other technicians other than for vacation or sick leave;
- report to work at the agreed time and days, time(s) and days to be determined by VTA in its sole discretion;
- VTA must have the option to request additional hours and/or days that the technician must report to VTA facilities, additional time will be paid on a time and materials basis; notification of request for additional time will be made in writing via email to a Contractor provided email address; .
- upon arriving on site each day, the Contractor's technician must report to VTA Communications staff,
- conduct repairs that meet or exceed the original equipment manufacturer (OEM) procedures and specifications;
- complete work in a neat, professional, and workmanlike manner,
- Contractor must ensure that all debris is cleaned up and removed from VTA property,
- understand basic fiber optic cable/patch cord testing procedures,
- comprehend Windows commands and have a good working understanding of computer networking,
- have the skills to test ethernet, coax, and communication cables and equipment,
- produce a record of work performed each day in the format directed by VTA. VTA may allow a Contractor's work reporting system if one is available and meets VTA approval.



Non-Emergency Monday thru Friday 7am to 7pm

Contractor shall respond to all non-emergency repairs within 1 (one) business day (24 hours) of notification by VTA via phone call to Contractor.

Emergency Services

Contractor will be on call, 24 hours a day, 7 days a week including holidays to provide emergency repair service. Emergency repair service will be required when equipment fails to operate, and/or an unsafe condition exists or execution of operational requirements are severely limited or prohibited. Contractor must provide a phone number that will be monitored to comply with this requirement. Contractor must provide confirmation of attendance within one (1) hour of request by VTA for emergency service. Contractor must be onsite, at a location designated by VTA, within 4 hours of notification.

If Contractor fails to respond within the time frames listed herein, VTA may seek services from a third party.

Locations

VTA is responsible for bus and light rail operations within Santa Clara County. Most locations listed are equipped with security equipment and may require the Services contemplated herein. There are approximately 2000 cameras and 260 doors with card access spread throughout the locations listed below.

- Three (3) Bus Operations and Maintenance facilities
- One (1) Light Rail Operation and Maintenance facility
- One (1) Administrative Office complex.
- Fourteen (14) Transit Centers
- Sixty-five (65) Light Rail Stations
- Two (2) VTA/BART stations
- Eighteen (18) BRT Platforms



IX. ADMINISTRATIVE SUBMITTALS

Proposer must submit all forms and as part of the Proposal.

FORM 1. GENERAL INFORMATION

FORM 2. LEVINE ACT STATEMENT

FORM 3. EXCEPTIONS TO THE CONTRACT

FORM 4. COST PROPOSAL FORM

FORM 5. LISTING OF MWBE PRIME AND SUBCONTRACTORS

FORM 6. LISTING OF SBE PRIME AND SUBCONTRACTORS

FORM 7. DESIGNATION OF SUBCONTRACTORS AND SUPPLIERS

FORM 8. LOCAL FIRM CERTIFICATION



FORM 1. GENERAL INFORMATION

Instructions: Please complete this form and include in your Proposal. On a separate page, list all subconsultants; include company name, address, phone number and type of service.

Company Name			
Street Address			
City/State/Zip			
Phone No.		DIR No.	
DUNS No.		CAGE No.*	
Federal Taxpayer ID No.		NAICS Codes	

*Commercial and Government Entity (www.sam.gov)

POINT(S) OF CONTACT

<u>Primary</u>	
Name/Title	_____
Phone No.	_____
Cell Phone No.	_____
E-mail	_____

<u>Alternate</u>	
Name/Title	_____
Phone No.	_____
Cell Phone No.	_____
E-mail	_____

AUTHORIZED SIGNATORIES:

<u>Primary</u>	
Name/Title	_____
Signature	_____
E-mail	_____

<u>Alternate</u>	
Name/Title	_____
Signature	_____
E-mail	_____



FORM 2. LEVINE ACT STATEMENT

Prime Proposer and Subconsultants must submit a signed Levine Act Statement

California Government Code § 84308, commonly referred to as the "Levine Act," precludes an elected or appointed officer, or alternate, of a local government agency from participating in the award of a contract if he or she receives any contributions totaling more than \$250 in the twelve (12) months preceding the pendency of the contract award, and for three (3) months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the officer, or received by the officer on behalf of any other officer, or on behalf of any candidate for elective office or on behalf of any committee in federal, state or local elections.

VTA's [Board members](#) and their alternates as of the date of this RFP are as follows:

Name	Title	Represents
Cindy Chavez	Chairperson	County of Santa Clara
Glenn Hendricks	Vice Chairperson	City of Sunnyvale
Magdalena Carrasco	VTA Board Member	City of San Jose
Charles "Chappie" Jones	VTA Board Member	City of San Jose
Lan Diep	VTA Board Member	City of San Jose
Sam Liccardo	VTA Board Member	City of San Jose
Raul Peralez	VTA Board Member	City of San Jose
Devora "Dev" Davis	VTA Alternate Board Member	City of San Jose
John McAlister	VTA Board Member	City of Mountain View
Adrian Fine	VTA Alternate Board Member	City of Palo Alto
Rob Rennie	VTA Board Member	Town of Los Gatos
Howard Miller	VTA Alternate Board Member	City of Saratoga
Larry Carr	VTA Board Member	City of Morgan Hill
Marie Blankley	VTA Alternate Board Member	City of Gilroy
Bob Nuñez	VTA Board Member	City of Milpitas
Teresa O'Neill	VTA Alternate Board Member	City of Santa Clara
Dave Cortese	VTA Board Member	County of Santa Clara
Susan Ellenberg	VTA Alternate Board Member	County of Santa Clara
Jeannie Bruins	Ex-Officio Member	Metropolitan Transportation Commission

1. Have you or your company, or any agent on behalf of you or your company, made any contributions of more than \$250 to any VTA Board member or alternate in the twelve (12) months preceding the date of the issuance of this RFP?

No ___ Yes ___ Please identify the Board member or alternate: _____

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any contributions of more than \$250 to any VTA Board member or alternate in the three months following the award of the contract?

No ___ Yes ___ Please identify the Board member or alternate: _____

Answering yes to either of the two questions above does not preclude VTA from awarding a contract to your firm. It does, however, preclude the identified Board member or alternate from participating in the contract award process for this contract.

Signature: _____

Firm Name: _____

Date: _____



FORM 3. EXCEPTIONS TO THE CONTRACT

This form shall include any exceptions the Proposer takes to the Contract, which includes the “Compensation, Invoicing and Payment” and “Indemnity and Defense of Claims” and “Insurance Requirements.” If Proposer takes no exceptions, check the field “Proposer takes no exceptions” below.

All exceptions to the Contract terms and conditions must be stated on this form and submitted with the Proposal. Proposer’s failure to take timely exception to VTA’s terms and conditions expressly waives Proposer’s right to challenge or request modification of such terms and conditions and is conclusive evidence of Proposer’s assent thereto.

Proposer takes exception to the following:

Section Reference		Disposition (For VTA Use Only)
*Insert proposed changes here		
Section Reference		Disposition (For VTA Use Only)
*Insert proposed changes here		

*Make copies of this page if necessary

“Proposer takes no exceptions”

Firm Name:

Name

Title

Signature

Date



FORM 4. COST PROPOSAL FORM

Proposer:				
DETAIL DESCRIPTION OF COST ELEMENTS				
1. NORMAL BUSINESS HOURS LABOR RATES, MONDAY THROUGH FRIDAY	ESTIMATED HOURS	RATE/HOUR	ESTIMATED COST (\$)	
Year 1 - Technician	1600			
Year 2 - Technician	1600			
Year 3 - Technician	1600			
Year 4 - Technician	1600			
Years 1-4 Subtotal				
Option Year 1 - Technician	1600			
Option Year 2 - Technician	1600			
Option Years 1-2 Subtotal				
TOTAL LABOR FOR NORMAL BUSINESS HOURS				
2. EMERGENCY SERVICES LABOR RATES – OUTSIDE NORMAL BUSINESS HOURS	ESTIMATED HOURS	RATE/HOUR	ESTIMATED COST (\$)	
Year 1 - Technician	40			
Year 2 - Technician	40			
Year 3 - Technician	40			
Year 4 - Technician	40			
Years 1-4 Subtotal				
Option Year 1 - Technician	40			
Option Year 2 - Technician	40			
Option Years 1-2 Subtotal				
TOTAL LABOR FOR EMERGENCY SERVICES				
TOTAL LABOR OVERHEAD				
3. MATERIALS			ESTIMATED COST	
Materials Year-1			\$20,000.00	
Materials Year-2			\$20,000.00	
Materials Year-3			\$20,000.00	
Materials Year-4			\$20,000.00	
Materials Years 1-4 Subtotal			\$80,000.00	
Materials Option Year-1			\$20,000.00	
Materials Option Year-2			\$20,000.00	
Materials Option Years 1-2 Subtotal			\$40,000.00	
TOTAL MATERIAL COSTS			\$120,000.00	



TOTAL LABOR AND MATERIALS COSTS		
4. MATERIALS MSRP PRICING (CHOOSE ONE)		
A. PERCENT (%) OFF, or		
B. MARKUP %		
TOTAL COST PROPOSAL		

Firm Name: _____

Name _____ Title _____

Signature _____ Date _____



FORM 5. LISTING OF MWBE PRIME AND SUBCONTRACTORS

Firm (Prime): _____ Phone: _____

MWBE: Yes No Age of Firm _____

Address: _____ Name & Title: _____

City, State, _____ Signature/ _____

Zip: _____ Date _____

Contract dollar value must exclude work performed by non-MWBE except materials or equipment purchased and used in this contract.

CREDIT FOR MWBE VENDOR of materials or supplies is **limited to 60%** of its expenditures for materials and supplies required under this Contract and obtained from a MWBE regular dealer. Credit for MWBE manufacturers is given at 100% toward the MWBE goal **only where the MWBE vendor manufactures or substantially alters the material prior to resale.**

CREDIT FOR MWBE BROKERS (Distributor or Representative) is limited to the fees and commissions of the amount paid. All other firms receive 100% credit, less work subcontracted by the MWBE to non-MWBE firms, towards the MWBE goal.

A MWBE must be certified or accepted as Certified by VTA. Refer to 49CFR Part 26.

Name & Address of Certified DBE	Certification Number	Agency Certifying	Age of Firm	Dollar Value Of Contract
1.				
2.				
3.				
4.				
5.				

Description of Work

1. _____

2. _____

3. _____

4. _____

5. _____



**FORM 7. DESIGNATION OF SUBCONTRACTORS AND SUPPLIERS
FOR
DATA COLLECTION REQUIREMENTS**

Proposer: _____

Proposer shall completely fill in the form below for each proposed subcontract for all subcontractors, suppliers of materials, subconsultants. Include all firms, regardless of ethnicity, gender or SBE or DBE status. Some information, such as ethnicity and gender is for information purposes only.

This form is to be completed and submitted with your Proposal.

Firm Name	City and State	Portion of Work or Proposed Item	Ethnicity*	Gender+	Estimated Dollar Amount of Subcontract

*A=Asian	*AI= Asian Indian	*B=Black	*C=Caucasian
*H=Hispanic	*NA=Native American	*O=Other	

+F=Female	+M=Male
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Total Proposed Amount: \$ _____

Amount to be subcontracted: \$ _____

Percent to be subcontracted: _____ %



FORM 8. LOCAL FIRM CERTIFICATION

1. The Proposer hereby certifies that it is ___ / is not ___ a local firm. A local firm is a firm that currently has its main office or a branch office with meaningful production capability located within Santa Clara County, or a firm that, upon award of the contract by VTA, will establish such a local office.

If a local firm, specify local address: _____

2. The Proposer hereby certifies that _____% of the dollar value of services to be rendered will be performed by the following local firms (including Proposer, if applicable):

Name of Proposer or Subcontractor	% of Dollar Value
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

3. The above-listed subcontractors are local firms as defined in paragraph 1 above, and are located at the following local addresses:

Subcontractor Name	Address
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Firm Name: _____

Name _____ Title _____

Signature _____ Date _____



X. EXHIBITS

EXHIBIT A – SAMPLE CONTRACT

EXHIBIT B – SCOPE OF SERVICES

EXHIBIT C – COMPENSATION, INVOICING, AND PAYMENT

EXHIBIT D – RATE SCHEDULE

EXHIBIT E – INSURANCE REQUIREMENTS

EXHIBIT F - SMALL BUSINESS ENTERPRISE (SBE) REQUIREMENTS

EXHIBIT G – PREVAILING WAGE REQUIREMENTS

EXHIBIT H – SAFETY REQUIREMENTS

EXHIBIT I – RESTRICTED ACCESS WORK PERMIT FORM

EXHIBIT J - USE OF PERSONAL ELECTRONIC DEVICES BY BUS AND LIGHT
RAIL EMPLOYEES AND CONTRACTOR STAFF (ATU)



EXHIBIT A
SAMPLE CONTRACT
BETWEEN
SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
AND
[CONTRACTOR NAME]
FOR
CCTV AND CARD READER ACCESS MAINTENANCE

CONTRACT NO. S20091

THIS CONTRACT for professional services (“Contract”) is entered into between the Santa Clara Valley Transportation Authority (“VTA”) and [CONTRACTOR NAME] (“Contractor”).

- A. SERVICES TO BE PERFORMED:** Contractor shall furnish all technical and professional labor, and materials to perform the services described in Exhibit B (herein referred to as “Services”).
- B. TERM OF THIS CONTRACT:** The term of this Contract shall commence on the Effective Date (as defined in the signature block below) and continue through August 31, 2024 (unless otherwise earlier terminated pursuant to the terms and conditions set forth herein).
- C. DAYS:** For purposes of this Contract, all references herein to “day” shall mean calendar day, unless specified otherwise. All references to “calendar day” shall mean any day, including Saturday, Sunday and all legal holidays. All references to “working day” or “business day” shall mean any business day, excluding Saturdays, Sundays and legal holidays.
- D. COMPENSATION:** Contractor shall be paid in accordance with Exhibit C and D for the Services.

Total compensation for the Services provided hereunder shall not exceed [\$xx,xxx.00.]

E. PERFORMANCE OF THE SERVICES:

1. Contractor represents that it is sufficiently experienced, properly qualified, registered, licensed, equipped, organized and financed to perform the Services.
2. Contractor shall perform the Services with the degree of skill and judgment normally exercised by firms performing services of a similar nature. In addition to other rights and remedies that VTA may have, VTA, at its option, may require Contractor, at Contractor’s expense, to re-perform any Services that fail to meet the above standards.

F. ASSIGNMENT AND SUBCONTRACTS:

1. Contractor shall not assign or transfer this Contract or any portion thereof without the prior written consent of VTA. Additionally, Contractor shall not subcontract any part of its



Services other than to those subcontractors that may be identified herein. Any assignment, transfer, change or subcontract in violation of this Contract shall be void.

2. Contractor shall be fully responsible and liable for the Services, products and actions of all subcontractors and suppliers of any tier, and shall include in each subcontract any provisions necessary to make all the terms and conditions of this Contract fully effective.

G. CHANGES: By written notice from VTA's Authorized Representative (as defined in Section L.1), VTA may, from time to time, order work suspension or make changes within the general scope of this Contract. If any such changes cause an increase or decrease in Contractor's cost to perform the Service or in the time required for its performance, Contractor shall promptly notify VTA thereof and assert its claim for adjustment within ten (10) days after the change is ordered, and an equitable adjustment shall be negotiated.

H. AUDIT AND RECORDS:

1. Contractor shall maintain, in accordance with generally accepted accounting principles and practices, complete books, accounts, records and data with respect to actual time devoted and costs incurred for the Services. Such documentation shall be supported by properly executed payrolls, invoices, contracts and vouchers evidencing in detail the nature and propriety of any charges. Such documentation shall be sufficient to allow a proper audit of the Services. All checks, payrolls, invoices, contracts and other accounting documents pertaining in whole or in part to the Services shall be clearly identified and readily accessible.
2. For the duration of this Contract, and for a period of three (3) years thereafter, VTA, its representatives and the state auditor shall have the right to examine and audit during Contractor's normal business hours the books, accounts, records, data and other relevant information to the extent required to verify the costs incurred hereunder where such costs are the basis for billings under this Contract.
3. Contractor shall report indirect costs in accordance with the cost principles contained in 48 CFR Part 31, and follow the uniform administrative requirements set forth in 2 CFR Part 200, as modified by 2 CFR Part 1201.
4. The provisions of this AUDIT AND RECORDS section shall be included in any subcontracts hereunder.

I. PROHIBITED INTERESTS:

1. **SOLICITATION:** Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award



or making of this Contract. For breach or violation of this warranty, VTA shall have the right to rescind this Contract without liability.

2. **INTEREST OF PUBLIC OFFICIALS:** No Board Member, officer or employee of the VTA during his or her tenure or for two (2) years thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof.
3. **INTEREST OF THE CONTRACTOR:** The Contractor covenants that, presently, Contractor, its officers, directors or agents, have no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree (or create an appearance of conflict) with the performance of the Services. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be knowingly employed.

J. TERMINATION AND SUSPENSION:

1. VTA may, by giving at least ten (10) business days' written notice to Contractor, terminate this Contract, or suspend performance hereunder, in whole or in part at any time for VTA's convenience. Contractor shall be compensated (i) in accordance with the terms of this Contract for the Services satisfactorily performed prior to the effective date and time of termination or suspension, or (ii) the minimum dollar amount stated herein, whichever is applicable. Contractor shall have no right to recover lost profits on the balance of the Services.
2. VTA, by written notice given to Contractor, may declare default in Contractor's performance of any term of this Contract, specifying with particularity the basis for such default. Contractor shall deliver a response thereto in writing to VTA within two (2) business days of receipt of the notice, setting forth a reasonable proposal to cure the default. If Contractor fails to deliver the foregoing response on time or fails to cure the default within ten (10) business days after receipt of the notice (or within such additional time the Parties may agree upon in writing), VTA may elect to terminate this Contract for cause by serving written notice thereof to Contractor.
3. In the event of such termination for cause, VTA shall be relieved of any obligation of further payment to Contractor, including its obligation to procure the minimum dollar amount stated herein (if any), and may complete the remainder of the Services by itself, or by using an alternative, third party contractor. The additional cost to VTA for completing the Services shall be deducted from any sum due to the Contractor and the balance, if any, shall be paid to the Contractor upon demand. The foregoing shall be in addition to any other legal or equitable remedies available to VTA.
4. If, after termination for failure to fulfill Contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the Parties shall be the same as if the termination had been issued for the convenience of VTA.

K. GENERAL PROVISIONS:



1. **OWNERSHIP OF DATA:** All drawings, specifications, reports and other data developed by Contractor, its assigned employees or subcontractors pursuant to this Contract shall become the property of VTA as prepared, whether delivered to VTA or not. Unless otherwise provided herein, all such data shall be delivered to VTA or its designee upon completion of this Contract or at such other times as VTA or its designee may request.
2. **CIVIL RIGHTS:**
 - a. **NONDISCRIMINATION:** During performance of this Contract, Contractor, its employees and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any person because of race, religious creed, color, sex, gender, gender identity, gender expression, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition (including cancer), genetic information, marital status, age (over 40), sexual orientation, or military and veteran status. In addition, Contractor and any subcontractor shall not unlawfully deny any of their employees family care leave or discriminate against such employees on the basis of having to use family care leave. Contractor shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination and harassment.
 - b. **ADA Accessible Information and Communications:** Any and all deliverables provided by Contractor to VTA pursuant to the Contract must be prepared and delivered in a format that is accessible to individuals with disabilities, as required by (i) the American with Disabilities Act of 1990 (ADA); (ii) 28 CFR Parts 35 and 36; (iii) 49 CFR Part 37; (iv) Section 504 of the Rehabilitation Act of 1973, as amended; and (v) California's Unruh Civil Rights Act.
3. **GOVERNING LAW:** The laws of the State of California will govern these terms and conditions, as well as any claim that might arise between Contractor and VTA, without regard to conflict of law provisions.
4. **FORUM SELECTION:** Any lawsuit or legal action arising from this Contract shall be commenced and prosecuted in the courts of Santa Clara County, California. Contractor agrees to submit to the personal jurisdiction of the courts located in Santa Clara County, California for the purpose of litigating all such claims.
5. **CONFIDENTIALITY AND DISCLOSURE:** Except as set forth in this paragraph, Contractor must not disclose to third parties any information, data, or materials that the Contractor obtains from VTA or otherwise learns of or is exposed to in the course of the performance of this Contract or information developed or obtained by Contractor in the performance of this Contract ("Confidential Information"). In addition, Contractor must not disclose or use any Confidential Information for any purpose other than the performance of the Services. Notwithstanding the foregoing, Contractor may disclose Confidential Information to third parties or use such information for purposes other than performance of the Services if: (1) VTA provides express written consent for such use or disclosure; (2) the information is



known to Contractor prior to obtaining such information from VTA or performing Services under this Contract; (3) the information is, at the time of disclosure by Contractor, then in the public domain; (4) the information is obtained by or from a third party who did not receive it, directly or indirectly, from VTA and who has no obligation of confidentiality with respect thereto. In addition, Contractor may disclose Confidential Information if required to do so by court order. However, upon receipt of an order requiring such disclosure, Contractor must inform VTA as soon as practicable in order to allow VTA to challenge such order if it determines that such challenge is appropriate. For purposes of this Section, “third parties” do not include those employees or authorized subcontractors engaged in the performance of the Services.

6. **NONWAIVER:** Failure of VTA to insist upon strict performance of any terms or conditions of this Contract or failure or delay in exercising any rights or remedies provided herein or by law or its failure to properly notify Contractor in the event of breach or its acceptance of or payment for any Services hereunder shall not release Contractor from the representations or obligations of this Contract and will not be deemed a waiver of any right of VTA to insist upon strict performance hereof or any of its rights or remedies hereunder.
7. **SEVERABILITY:** If any of the provisions of this Contract (or portions or applications thereof) are held to be unenforceable or invalid by any court of competent jurisdiction, VTA and Contractor shall negotiate an equitable adjustment in the provisions this Contract with a view toward effecting the purpose of this Contract, and the validity and enforceability of the remaining provisions or portions or applications thereof will not be affected thereby.
8. **INDEPENDENT CONTRACTOR:** In performance of the Services, Contractor will be acting as an independent contractor and not the agent or employee of VTA.
9. **ENTIRE CONTRACT:** This Contract constitutes the entire contract between VTA and Contractor relating to the subject matter hereof and supersedes any previous contracts, agreements, or understandings, whether oral or written.
10. **AMENDMENT:** Except as expressly provided herein, the provisions of this Contract cannot be altered, modified or amended except through the execution of a written amendment executed by VTA and Contractor.
11. **COMPLIANCE WITH APPLICABLE LAW:** In the performance of the Services, Contractor and its subcontractors shall comply with all applicable requirements of state, federal and local law. The provision of this paragraph shall be included in any subcontracts hereunder.
12. **DOCUMENTS AND WRITTEN REPORTS:** In accordance with Government Code § 7550(a), any document or written report prepared in whole or in part by nonemployees of VTA shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of the document or written report if the total cost of the work performed by nonemployees of the agency exceeds five thousand dollars (\$5,000.00). The contract and



subcontract numbers and dollar amounts shall be contained in a separate section of the document or written report.

13. INCORPORATION OF EXHIBITS AND ATTACHMENTS: All exhibits and attachments referenced in this Contract are incorporated herein by this reference.

L. AUTHORIZED REPRESENTATIVES AND POINTS OF CONTACT: The Authorized Representatives identified below, or assigned designees, have authority to authorize changes to the scope, terms and conditions of this Contract, as set forth herein.

1. AUTHORIZED REPRESENTATIVES:

VTA:

John Wesley White, Chief Procurement Officer
3331 N. First Street, Bldg. A
San Jose, CA 95134-1927
john.white@vta.org

Contractor:

Name/Title
Company Name
Address
City/State/Zip
Telephone
Email

2. NOTICES: Notices shall be in writing and addressed to the Authorized Representatives at the addresses set forth above.

3. POINTS OF CONTACT: The Points of Contact listed below are authorized to communicate regarding contract matters, except in the case where correspondence regarding legal notices must be addressed to the Authorized Representatives.

VTA:

Norman David, Contracts Administrator
3331 N. First Street, Bldg. A
San Jose, CA 95134-1927
norman.david@vta.org

Contractor:

Name/Title
Company Name
Address
City/State/Zip
Telephone
Email



-
4. Written notification to the other Party shall be provided, in advance, for changes in the name or address of the designated Authorized Representatives or Points of Contact stated above

M. INSURANCE: Contractor shall adhere to the insurance requirements set forth in Exhibit E.

N. INDEMNITY AND DEFENSE OF CLAIMS:

1. Contractor must indemnify and hold harmless VTA, any public agencies within whose jurisdiction, on whose behalf, or on whose property the Services are being performed, any party VTA is contractually obligated to identify in this Contract as an indemnitee, and each of their respective Board of Directors, Board of Supervisors, Councils, individual board members, officers, agents, employees, and consultants (each, an “Indemnitee”; collectively, the “Indemnitees”) from any claims, liabilities, losses, injuries, damages, expenses, fines, penalties, liens, or fees and costs (including attorneys’ and experts’ fees and costs) (each a “Claim” and collectively “Claims”) arising out of, pertaining to, caused by, or in any way relating to the work performed under this Contract, including compliance or non-compliance with the terms of this Contract, by Contractor and/or its agents, employees, or subcontractors, whether such Claims are based upon a contract, personal injury, death, property damage, or any other legal or equitable theory whatsoever.
2. Contractor agrees, at its own expense, and upon written request by VTA or any individual Indemnitee, to immediately defend any suit, action, proceeding, dispute, or demand brought against any Indemnitee founded upon, alleging, or implicating any Claims covered by Contractor’s indemnity obligation set forth above in subparagraph (1) immediately above and regardless of whether Contractor and/or any of its agents, employees, or subcontractors, was, in fact, liable. In the event a court of competent jurisdiction determines that any suit, action, claim, or demand brought against any Indemnitee was caused by the sole or active negligence or willful misconduct by VTA or its agents, servants, or independent contractors who are acting on behalf of VTA, VTA shall promptly reimburse Contractor for costs of defending the Indemnitees in such action incurred by Contractor, but only in proportion to the sole or active negligence or willful misconduct of VTA or its agents, servants, or independent contractors who are acting on behalf of VTA.
3. This indemnity and defense of claims provision will survive the expiration or termination of this Contract and remain in full force and effect.

O. BUSINESS DIVERSITY PROGRAM REQUIREMENTS: Contractor shall adhere to the Small Business Enterprise requirements set forth in Exhibit F.



P. SPECIAL PROVISIONS:

1. **PREVAILING WAGE REQUIREMENTS:** Contractor shall adhere to the prevailing wage requirements set forth in Exhibit G.
2. **SAFETY REQUIREMENTS:** Contractor shall adhere to the Safety Requirements set forth in Exhibit H.
3. **RESTRICTED ACCESS WORK PERMIT FORM:** Contractor shall adhere to the Restricted Access Work Permit Form set forth in Exhibit I.
4. **USE OF PERSONAL ELECTRONIC DEVICES BY BUS AND LIGHT RAIL EMPLOYEES AND CONTRACTOR:** Contractor shall adhere to the Use of Personal Electronic Devices by Bus and Light Rail Employees and Contractor policy set forth in Exhibit J.

IN WITNESS WHEREOF, VTA and Contractor have executed this Contract as of the last date set forth below (“Effective Date”).

*Santa Clara Valley
Transportation Authority*

[Contractor Name]

Name
Title

Name
Title

Date

Date

Approved as to Form

VTA Counsel



EXHIBIT B
SCOPE OF SERVICES

[TO BE INSERTED AT CONTRACT AWARD]



EXHIBIT C
COMPENSATION, INVOICING and PAYMENT
TIME and MATERIALS

For the satisfactory performance and completion of the Services under this Contract, VTA will compensate Contractor as set forth herein.

A. COMPENSATION: This is a time and materials Contract with a maximum value of **[\$XX,XXX.00.]**, for which amount Contractor agrees to complete the Services defined in this Contract. Contractor is not authorized to provide Services hereunder exceeding the above-stated amount.

1. LABOR COSTS: The Services shall be invoiced in accordance with the following rate schedules. Contractors callout hourly rate will start upon arrival at service location and end upon departure from service location. VTA shall not be charged for travel time to any VTA facility

- a. **Exempt Personnel:** VTA shall pay for work by exempt personnel (as determined under the Fair Labor Standards Act, 29 U.S.C. § 201-219) at the labor rates listed below (or as identified in Exhibit D), which include direct labor, indirect labor, overhead and profit. VTA payment for work by exempt personnel shall not include any premium pay.
- b. **Non-Exempt Personnel:** VTA shall pay for overtime work by non-exempt personnel (Time and a Half, Double Time) in accordance with California law. VTA must approve all premium time in advance in writing.
- c. Contractor may request increases in labor rates. Increases in labor rates may occur only once in a twelve (12) month period per individual. Contractor must make all requests in writing and deliver them to VTA at least thirty (30) days prior to the date the requested new rates are to become effective. VTA will review the request and, at its sole discretion, approve or deny the request in writing. VTA will issue adjustments, if any, prior to the effective date of the new labor rates.
- d. The labor rate paid by Contractor to each employee may not increase more than the annual average of the Consumer Price Index for the San Francisco Bay Area, using the **CPI-U, All Urban Consumers** index type for the twelve (12) month period preceding a new rate. The CPI is as a guideline only, and VTA is not obligated to match or increase this rate.
- e. At its discretion, VTA will consider individual exceptions to the above limitations, on a case-by-case basis, not to exceed one (1) adjustment per employee per year, where Contractor can demonstrate that additional compensation is necessary to retain a specific employee VTA considers, in its sole discretion, to be essential.



-
2. **SUBCONTRACTOR COSTS:** VTA shall reimburse subcontractor costs at actual cost without mark-up. Subcontractor costs shall be supported by invoices, as are prime costs. See paragraph II, Invoicing.
 3. **OTHER DIRECT COSTS (ODCs):**
 - a. The following is considered an ODC:
 - i. **VTA** will reimburse any fees required for background checks from iproveit.com, Restricted Access Permit (RAP) and Roadway Worker Protection (RWP) training and any other expenses directly associated with the Services at actual cost without markup. Contractor must provide appropriate supporting documentation, including detailed receipts. If any of the ODCs described in this paragraph will exceed \$500.00, Contractor must receive VTA's written approval prior to incurring such expense. VTA may deny reimbursement of any such ODC expense incurred by Contractor prior to VTA's written approval.
 - b. No other categories of expenses will be subject to reimbursement as an ODC without the prior written approval of VTA.

B. INVOICING:

1. **INVOICE FORMAT:** VTA shall pay Contractor on the basis of invoices submitted every month for the Services performed during the preceding month. Invoices shall be in a form acceptable to VTA and each invoice must include:
 - Contract Number.
 - Name, classification and labor rate of employee.
 - Description of work performed.
 - Hours worked by employee accompanying with signed timesheets.
 - Other Direct Costs.
 - Subcontractor costs with itemization in same format above.
 - Total costs.
 - Percent of schedule and budget Expended.
2. **WAIVER:** Contractor shall be deemed to have waived the right to payment for Services not invoiced within six (6) months of the date the services were performed. For purpose of this provision the date of the invoice shall be the date of receipt by VTA.
3. **INVOICE SUBMITTAL:** Contractor shall submit invoices by e-mail to the address listed below. Invoices shall be in a PDF, word, or excel format.

Email: VTAAccountsPayable@vta.org



4. Should VTA contest any portion of an invoice, that portion shall be held for resolution, and the uncontested balance shall be processed for payment. VTA may, at any time, conduct an audit of any and all records kept by Contractor related to the Services performed under this Contract. Any overpayment uncovered in such an audit may be charged against the Contractor future invoices and any retention funds.

C. PROMPT PAYMENT: VTA will pay Contractor within thirty (30) days after receipt by VTA of a proper, fully documented, invoice. Contractor shall pay subcontractors for satisfactory performance of any of the Services performed by subcontractors within fifteen (15) of receipt of payment by VTA for such Services. Contractor agrees further to return retainage payments to each subcontractor within fifteen (15) days after the subcontractor's work is satisfactorily completed.



EXHIBIT D
RATE SCHEDULE
Effective Date **MM/DD/20YY**

Identify the named key personnel, firm name, classification and labor rate. Provide the classification and labor rate for all your proposed staff.

Key Personnel:

Personnel Name	Classification	Direct Labor Rate	Home Office Overhead Rate	Field Office Overhead Rate	Profit (%)	Home Office Fully Burdened Rate	Field Office Fully Burdened Rate

Unnamed Personnel:

Classification	Direct Labor Rate	Home Office Overhead Rate	Field Office Overhead Rate	Profit (%)	Home Office Fully Burdened Rate	Field Office Fully Burdened Rate



EXHIBIT E
INSURANCE REQUIREMENTS

INSURANCE: Without limiting Contractor’s obligation to indemnify and hold harmless VTA, Contractor must procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by Contractor, its agents, representatives, or employees, or subcontractors. The cost of such insurance must be included in Contract price. In the event of any material change in the Contract Scope of Services, VTA reserves the right to change the insurance requirements set forth herein. Contractor must furnish complete copies of all insurance policies, within three (3) business days of any request for such by VTA.

A. LIABILITY AND WORKERS’ COMPENSATION INSURANCE:

1. Minimum Scope of Coverage: Coverage must be at least as broad as:

- a.** Insurance Services Office General Liability coverage (“occurrence” form CG 0001). General Liability insurance written on a “claims made” basis is not acceptable.
- b.** Insurance Services Office Business Auto Coverage, Insurance Services Office form number CA 0001, covering Automobile Liability, code 1 “any auto.” Auto Liability written on a “claims-made” basis is not acceptable.
- c.** Workers’ Compensation insurance as required by the Labor Code of the State of California, and Employer’s Liability insurance.
- d.** Professional Liability, including limited contractual liability coverage, covering liability arising out of any negligent act, error, mistake or omission in the performance of Contractor’s services under this Contract. This coverage must be continuously maintained for a minimum of two (2) years following completion of this Contract. This coverage may be written on a claims-made basis; if so, see special provisions in Section B.
- e.** Railroad Protective Liability insurance covering the Applicant’s liability for work performed on or adjacent to VTA’s light rail line(s) for bodily injury, property damage, including damage to VTA’s property, equipment and facilities; Insurance Services Office form number CG 0035. Applicant must apply for enrollment in VTA’s Blanket Railroad Protective Liability program, for which VTA pays the premium directly to the insurer. Applicant will provide all necessary data for enrollment application, including but not limited to total work value (including Applicant’s profit) on the entire project, and on that portion of the work performed within 50 feet of the VTA rail Right of Way, measured from the nearest rail.



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- f. Cyber Liability (including network security coverage, and/or privacy liability coverage, as applicable).
- 2. Minimum Limits of Insurance:** Contractor must maintain limits no less than:
- a. General Liability (Including umbrella/excess liability): \$5,000,000 limit per occurrence for bodily injury, personal injury, and property damage. If General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit must apply separately to this project/location or the general aggregate limit must be twice the required occurrence limit. This requirement may be satisfied by a combination of General Liability with Excess or Umbrella, but in no event may the General Liability primary policy limit per occurrence be less than \$2,000,000, unless Umbrella/Excess policies feature inception and expiration dates concurrent with the underlying General Liability policy, “Follow Form” coverage, and a “Drop Down” provision.
 - b. Automobile Liability (including umbrella/excess liability): \$5,000,000 limit per accident for bodily injury and property damage. This requirement may be satisfied by a combination of Auto Liability with Excess or Umbrella, but in no event may the Automobile Liability primary policy limit per occurrence be less than \$2,000,000, unless Umbrella/Excess policies feature inception and expiration dates concurrent with the underlying auto liability policy, “Follow Form” coverage, and a “Drop Down” provision.
 - c. Workers’ Compensation and Employer’s Liability: Statutory Workers’ Compensation limits and Employer’s Liability limits of \$1,000,000 per accident.
 - d. Professional Liability: \$2,000,000 each occurrence/aggregate minimum limit per claim. This requirement may be satisfied by a combination of Professional Liability insurance with Excess or Umbrella policies, but in no event may the Professional Liability primary policy limit per occurrence be less than \$2,000,000, unless Umbrella/Excess policies feature inception and expiration dates concurrent with the underlying policy, “Follow Form” coverage, and a “Drop Down” provision.
 - e. Railroad Protective Liability: if required, \$2,000,000 Combined Single Limit for bodily injury and property damage, with \$6,000,000 annual aggregate.
 - f. Cyber Liability: \$1,000,000 per occurrence.
- 3. Self-Insured Retention:** The certificate of insurance must disclose the actual amount of any deductible or self-insured retention, or lack thereof, for all coverages required herein. Any self-insured retention or deductible in excess of \$50,000 (\$100,000 if Contractor is a publicly-traded company) must be declared to and approved by VTA. If Contractor is a governmental authority such as a state, municipality or special district, self-insurance is permitted. To apply for approval for a level of retention or deductible



in excess of \$50,000, Contractor must provide a current financial report including balance sheets and income statements for the past three years, so that VTA can assess Contractor's ability to pay claims falling within the self-insured retention or deductible. Upon review of the financial report, if deemed necessary by VTA in its sole discretion, VTA may elect one of the following options: to accept the existing self-insured retention or deductible; require the insurer to reduce or eliminate the self-insured retention or deductible as respects VTA, its directors, officers, officials, employees and volunteers; or to require Contractor to procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses. Applicable costs resulting therefrom will be borne solely by Contractor. Contractor may request execution of a nondisclosure agreement prior to submission of financial reports.

B. BUILDER'S RISK INSURANCE

To the extent allowed by law, Contractor is responsible for all loss or damage, howsoever caused, to the Work and materials, until final acceptance by VTA.

Contractor must procure and maintain at its own expense Builder's Risk insurance including but not limited to:

- Builder's Risk,
- Course of Construction,
- Installation Floater or
- Similar first-party property insurance covering the interest of the Contractor and VTA) as follows:
 1. Coverage must be provided on an "all-risk" basis. Coverage does not need to include the perils of Earthquake and/or Flood.
 2. Coverage must apply to all Work and materials under this Contract, whether in process or manufacture or finished, including off-site storage, "in transit" coverage to the final agreed upon destination of delivery, and including loading and unloading operations, and such coverage must be in force until the Work and materials are accepted by VTA.
 3. Coverage must be in an amount no less than the full replacement value of the finished Work and materials with no periodic reporting requirements.
 4. The deductible may not exceed \$50,000 (\$100,000 if Contractor is a publicly-traded company) per occurrence and must be borne by the Contractor.
 5. Loss, if any, must be adjustable with and payable to VTA as trustee for all entities having an insurable interest.

C. CLAIMS MADE PROVISIONS (NOT APPLICABLE TO GENERAL LIABILITY OR AUTO LIABILITY): Claims-made coverage is never acceptable for General Liability or Auto Liability. Claims-made may be considered for Professional, Environmental/Pollution, or



Cyber Liability. If coverage is written on a claims-made basis, the Certificate of Insurance must clearly state so. In addition to all other coverage requirements, such policy must provide that:

1. The policy must be in effect as of the date of this Contract and the retroactive date must be no later than the date of this Contract.
2. If any policy is not renewed or the retroactive date of such policy is to be changed, Contractor must obtain or cause to be obtained the broadest extended reporting period coverage available in the commercial insurance market. This extended reporting provision must cover at least two (2) years.
3. No prior acts exclusion may be added to the policy during the contract period.
4. The policy allows for reporting of circumstances or incidents that might give rise to future claims.

D. OTHER PROVISIONS: The policies must contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability:

- a. VTA, its directors, officers, officials, employees and volunteers are to be named as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor, including VTA's general supervision of the Contractor; products and completed operations of the Contractor and its subcontractors; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage must contain no special limitations on the scope of protection afforded to VTA, its directors, officers, officials, employees, or volunteers. Additional Insured endorsements must provide coverage at least as broad as afforded by the combination of ISO CG 20 10 10 01 and CG 20 37 10 01.
- b. Any failure to comply with reporting provisions of the policies may not affect coverage provided to VTA, its directors, officers, officials, employees, or volunteers.
- c. Contractor's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- d. The General Liability General Aggregate limit must apply per project, not per policy.
- e. The General Liability policy must be endorsed to remove the exclusion for railroad liabilities, with coverage at least as broad as afforded by ISO CG 24 17.



2. All Coverages:

- a. The insurer must agree to waive all rights of subrogation against VTA, its directors, officers, officials, employees, and volunteers for losses arising from work performed by the Contractor and its subcontractors for VTA.
 - b. Contractor's insurance coverage must be primary insurance as respects VTA, its directors, officers, officials, employees, and volunteers. Self-insurance or insurance that may be maintained by VTA, its directors, officers, officials, employees, or volunteers may apply only as excess to the Contractor's insurance. Contractor's insurance must not seek contribution from VTA's insurance program.
3. The insurer must agree to waive all rights of subrogation against VTA, its officers, officials, employees, and volunteers for losses arising from work performed by the Contractor and its subcontractors for VTA.

4. Other Insurance Provisions:

- a. The Certificate must disclose the actual amount of the Deductible or Self-Insured Retention.
 - b. If any coverage forms or endorsements required by this Contract are updated by their publishers, whether they be the insurance carrier(s), the Insurance Services office, or the American Association of Insurance Services, during the duration of this Contract, VTA reserves the rights to require the Contractor to procure said coverage forms or endorsements using the updated versions upon the next renewal cycle.
- E. ACCEPTABILITY OF INSURERS:** Insurance and bonds must be placed with insurers with an A.M. Best's rating of no less than A VII (financial strength rating of no less than A and financial size category of no less than VII), unless specific prior written approval has been granted by VTA.
- F. CERTIFICATES OF INSURANCE:** Contractor must furnish VTA with a Certificate of Insurance. The certificates for each insurance policy are to be signed by an authorized representative of that insurer. The certificates must be issued on a standard ACORD Form. The contractor must instruct their insurance broker/agent to submit all insurance certificates and required notices electronically in PDF format to Insurance.certificates@vta.org. All endorsements must be attached to the ACORD certificate in a single PDF document.

The certificates must (1) identify the insurers, the types of insurance, the insurance limits, the deductibles, and the policy term, (2) include copies of all the actual policy endorsements required above, and (3) in the "Certificate Holder" box include:

Santa Clara Valley Transportation Authority ("VTA")
3331 North First Street



San Jose, CA 95134-1906
Contract No. S20091

In the Description of Operations/Locations/Vehicles/Special Items Box, the VTA Contract number must appear, the list of policies scheduled as underlying on the Umbrella/Excess policy must be listed, Certificate Holder must be named as additional insured, and Waiver of Subrogation must be indicated as endorsed to all policies as stated in the Contract Documents.

It is a condition precedent to award of this Contract that all insurance certificates and endorsements be received and approved by VTA before Contract execution. No work may be performed until insurance is in full compliance. VTA reserves the rights to require complete, certified copies of all required insurance policies, at any time.

If the Contractor receives notice that any of the insurance policies required by this Exhibit may be cancelled or coverage reduced for any reason whatsoever, Contractor must immediately provide written notice to VTA that such insurance policy required by this Exhibit is canceled or coverage is reduced.

G. MAINTENANCE OF INSURANCE: If Contractor fails to maintain insurance as required herein, VTA, at its option, may suspend payment for work performed and/or may order the Contractor to suspend work at Contractor's expense until a new policy of insurance is in effect.



EXHIBIT F
SMALL BUSINESS ENTERPRISE (SBE) REQUIREMENTS

A. MWBE POLICY:

1. It is the policy of VTA to ensure that Minority and Women Owned Business Enterprises (MWBEs), as defined in the VTA MWBE Program, have an equitable opportunity to participate in the performance of contracts and subcontracts financed with local funds. VTA has an 18% MWBE aspirational goal.
2. Contractor will use all reasonable efforts to ensure that MWBE firms have an equitable opportunity to compete for subcontracting work under this Contract.

B. SMALL BUSINESS ENTERPRISES:

1. It is VTA policy to ensure that Small Business Enterprise (SBE) firms, as defined in Federal Regulations at 13 CFR Part 121 and 49 CFR Part 26, have an equitable opportunity to participate in the performance of contracts and subcontracts.
2. In connection with its performance under this Contract, although there is no specified SBE goal, Contractor agrees to cooperate with VTA in attempting to meet VTA's overall 19% annual utilization of SBE firms. In this regard Contractor will use all reasonable efforts to ensure that SBE firms shall have an equitable opportunity to compete for subcontract work under this Contract.
3. VTA will monitor compliance with Contract requirements for SBE firms. Electronic submittal will be on a web-based online system (B2Gnow), accessed from any computer via the internet at the following website: <https://VTA.sdbbe.com>. Contractor will be notified via e-mail with instructions on how to utilize the system.
4. Contractor will be required to submit monthly SBE utilization reports electronically to the VTA Office of Business Diversity Programs. These reports will be submitted electronically by the Contractor and will document when payments are made to subcontractors and SBE firms.

- C. At the conclusion of this Contract, Contractor shall submit a final SBE utilization report electronically to the VTA Office of Business Diversity Programs at: OBDP@VTA.org by indicating a final audit where requested in the B2Gnow system.



EXHIBIT G
PREVAILING WAGE REQUIREMENTS

- A. CALIFORNIA PREVAILING WAGE LAW:** This Contract is a “public work” as defined in Section 1720 through 1720.6 of the California Labor Code (“Labor Code”) and is therefore subject to the requirements of Labor Code Section 1720 et seq. requiring the payment of prevailing wages and compliance with other applicable requirements. Contractors and subcontractors of all tiers who perform work under this Contract are required to comply with these requirements.
- B. DIR REGISTRATION:** Contractor and subcontractors of all tiers used for the Contract must be registered with the DIR pursuant to Labor Code Section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)) prior to (i) submission of the bid or proposal and/or (ii) execution of the Contract, as applicable. Those who fail to register and maintain their status as a public works contractor are not permitted to perform work hereunder.
- C. SUBCONTRACTOR LISTING:** Contractor must provide VTA with a list of all subcontractors of every tier, for any dollar amount. Contractor must not allow any unidentified subcontractor of any tier to perform work under this Contract.
- D. APPLICABLE RATES:** Workers employed under the Contract must be paid at the rates at least equal to the prevailing wage rates as adopted. If Contractor uses a craft or classification not shown on the prevailing wage determinations, Contractor may be required to pay the wage rate of that craft or classification most closely related to it as shown in the general determinations effective at the time of Contract award.
- 1. CALIFORNIA PREVAILING WAGE RATES:** The applicable California prevailing wage rates can be found at www.dir.ca.gov and are on file with the Contracts Office at VTA, which will be available to any interested party upon request. Contractor is also required to have a copy of the applicable prevailing wage rates posted and/or available at the jobsite or material staging area.
 - 2. SPECIAL PREVAILING WAGE RATES:** Special prevailing wage rates generally apply to work performed on weekends, holidays, and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Contractor is on notice, and responsible for ensuring that its subcontractors of all tiers are on notice, that information about such special rates, holidays, premium pay, shift work, and travel and subsistence requirements can be found at www.dir.ca.gov.
- E. APPRENTICES:** In the performance of work under this Contract, Contractor is responsible for compliance with Labor Code Section 1777.5, pertaining to the employment of registered apprentices.



F. CERTIFIED PAYROLLS:

- 1. SUBMISSION TO VTA:** In the performance of work under this Contract, Contractor is responsible for its compliance, as well as that of its subcontractors of every tier, with Labor Code Section 1776. On a weekly basis, Contractor will present to VTA all applicable and necessary certified payrolls (for itself and all applicable subcontractors of every tier) for the time period covering the immediately preceding week. The term “certified payroll” includes all required documentation to comply with the mandates set forth in Labor Code Section 1720 et seq, as well as any additional documentation requested by VTA.

- 2. SUBMISSION TO THE CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS (“DIR”):** In addition to submitting the certified payrolls and related documentation to VTA, on a weekly basis Contractor and subcontractors of all tiers must submit certified payroll and related documents electronically to the DIR. Failure to submit payrolls to the DIR when mandated by the Contract will also result in the withholding of progress, retention, and final payment, if applicable.

- 3. FLOW DOWN:** Contractor will incorporate into every lower-tier subcontract and purchase order these instructions where labor compliance documentation is required.

G. FAILURE TO COMPLY: VTA or the DIR may impose penalties upon Contractor and subcontractors of any tier for failure to comply with prevailing wage requirements. This Contract is subject to compliance monitoring and enforcement by the DIR.



EXHIBIT H SAFETY REQUIREMENTS

Contractor shall promptly and fully comply with, carry out, and shall, without separate charge to VTA, enforce compliance with the requirements stated herein, prescribed by applicable laws and regulations and those prescribed by an official or representative charged with the enforcement thereof. Contractor shall take such other measures as may be necessary to perform the work required by the Contract (referred to hereafter in this Exhibit only as “Work”) in a safe manner and that the safety and health of employees and the people of local communities is safeguarded. Compliance with the provisions of this section by subcontractors is the responsibility of Contractor.

Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall:

- (1) Identify a competent individual (i.e., a superintendent or foreman) who will be assigned to work at the site where Work will be performed (“Worksite”) and will be responsible for Worksite safety (the “designated safety representative”),
- (2) Submit a VTA-wide work plan (or “safety program”) to VTA which addresses the Work to be performed and certifies that the designated safety representative has received competent person training in all aspects of the site-specific work plan, and
- (3) Comply with all state, federal, and local safety regulations. Contractor will provide a copy of its Industrial Injury Prevention Program to VTA.

The designated safety representative shall set up, carry forward, and aggressively and effectively maintain the aforementioned safety program covering all phases of the Work. Contractor shall take all precautions and follow all procedures for the safety of, and shall provide all protection to prevent injury to, all persons involved in any way in the Work and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees, and licensees of VTA who may be involved. This requirement applies continuously and is not limited to normal working hours.

If Contractor encounters material reasonably believed to be asbestos on the Worksite, polychlorinated biphenyl (PCB), or other Hazardous Substance (as defined below) that has not been rendered harmless, Contractor shall immediately stop Work in that affected area and report the condition to VTA in writing. If in fact the material is asbestos or PCB or other Hazardous Substance and has not been rendered harmless, that portion of the Work in the affected area must not be resumed until VTA and Contractor agree in writing to resume such Work. That portion of the Work in the affected area will be resumed in the absence of asbestos or PCB or other Hazardous Substance, or when it has been rendered harmless, by written agreement of VTA and Contractor, or in accordance with a final determination by an environmental consultant employed or retained by VTA.

Contractor is not required to perform any portion of the Work relating to asbestos, PCB or other Hazardous Substances.



Contractor will not permit any Hazardous Substances to be brought onto or stored at the Worksite or used in connection with the Work, except for specified materials and commonly used construction materials for which there is no reasonable substitute. All such materials must be handled in accordance with all manufacturer's guidelines, warnings and recommendations and in full compliance with all applicable laws. All notices required to be given with respect to such materials must be given by Contractor. Contractor will not intentionally release or dispose any Hazardous Substance at the Worksite or into the soil, drains, surface or ground water, or air; Contractor will not allow any subcontractor, or supplier or any other person for whose acts Contractor or any subcontractor, sub-subcontractor or supplier may be liable, to do so. "Hazardous Substance" includes all substances set forth in California Health and Safety Code, Chapter 6.6 (and all regulations enacted pursuant thereto) and, to the extent not set forth in the Health and Safety Code, any additional substance or material determined to be capable of posing a risk of injury to health, safety, property, or the environment by any federal, state, or local governmental authority.

Contractor and subcontractors of each tier shall provide VTA with Material Safety Data Sheets for all materials to be incorporated into or used in the performance of the Work, including commonly used construction materials that contain any Hazardous Substance or mixture, including without limitation, any chemical listed by the State of California as a chemical known to cause cancer or reproductive harm (as defined in California Health and Safety Code, Chapter 6.6, and all regulations pursuant thereto). The Safety Data Sheets must contain all necessary and legally required information concerning substances such as asphalts, solvents, adhesives, epoxy resins, roofing sealant and bonding agents, mixtures, or chemicals in a format approved by VTA or as required by law.

Contractor shall set forth in writing its safety precautions and programs in connection with the Work, which meets or exceeds any and all applicable laws, ordinances, rules, regulations, and orders of any public, quasi-public, or other authority relating to the safety of persons and their protection against injury, specifically including, but in no event limited to the Federal Occupational Safety and Health Act of 1970, as amended, the California Occupational Safety and Health Act of 1973, and the California Labor Code.

In the event of conflicting requirements, the more stringent requirement shall govern.

All Work, equipment, machinery, materials, tools and like items incorporated or used in the Work must be in compliance with and conform to all applicable laws, ordinances, rules, regulations, and orders of any public, quasi-public, or other authority relating to the safety of persons and their protection against injury, specifically including, but in no event limited to, the Federal Occupational Safety and Health Act of 1970, as amended, and all rules and regulations now or hereafter in effect pursuant to said Act.

Contractor shall provide each worker on the Worksite with the proper safety equipment for the duties performed by that worker and will not permit any worker on the Worksite who fails or refuses to use the same. VTA has the right to order Contractor to send a worker off the Worksite for the day or to discharge a worker for his or her failure to comply with safety practices.



Protection of Work and Property; Responsibility for Loss. Contractor shall, throughout the performance of the Work, (a) maintain adequate and continuous protection of all Work and temporary facilities against loss or damage from whatever cause; (b) protect the property of VTA and third parties from loss or damage from whatever cause arising out of the performance of Work; and (c) comply with the requirements of VTA and its insurance carriers, and with all applicable laws, codes, rules, and regulations with respect to the prevention of loss or damage to property as a result of fire or other hazards to:

(a) Employees on the Worksite and other persons who may be affected thereby;

(b) The Work, materials, and equipment to be incorporated therein, whether in storage on or off of the Worksite, under care, custody, or control of Contractor and/or its sub-contractors; and

(c) Other property at the Worksite or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of performance of the Work.

Solvents, oils, and any other substance that may be harmful to plant life must be disposed of in containers and removed from the Worksite. At completion of the Work, any contaminated soil must be removed and replaced with soil of equal quality prior to contamination by Contractor at no additional cost to VTA.

VTA Patrols. VTA may, but is not required to, make periodic patrols of the Worksite as a part of its normal security and safety program. In such event, however, Contractor will not be relieved of its aforementioned responsibilities and VTA will not assume same. VTA will not assume any responsibility otherwise imposed upon Contractor.

Contractor is responsible for the payment of all fines levied against VTA arising from or related to activities over which Contractor has responsibility under the Contract or for work that does not conform to the Contract.

In addition to any other notice requirements in the Contract, Contractor shall give notice in writing, at least forty-eight (48) hours before breaking ground, to all persons having interests on or near the Worksite, including public utility companies, owners of property having structures or improvements in proximity to the Worksite, superintendents, inspectors, or those otherwise in charge of property, streets, water pipes, gas pipes, sewer pipes, telephone cables, electric cables, railroads or otherwise who may be affected by Contractor's operation, in order that they may remove any obstruction for which they are responsible and have a representative on the Worksite to see that their property is properly protected. Such notice does not relieve Contractor of responsibility for any damages, claims, or defense of all actions against VTA resulting from performance of such Work.

Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent worksites and utilities.

Use or storage of explosives by Contractor is prohibited.



Contractor shall rebuild, repair, restore, and make good all losses of, and injuries or damages to, the Work performed or any portion thereof (specifically including owner-supplied equipment or other items to be utilized in connection with, or incorporated in, the Work) before final acceptance of the Work. Such rebuilding, repair, or restoration will be at Contractor's sole cost and expense unless the loss, injury, or damage requiring such rebuilding, repair, or restoration is caused by a hazard against which VTA is required to insure, provided, however, that if the loss, injury, or damage would not have occurred but for the negligent act or omission of Contractor, or its subcontractors of any tiers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, the rebuilding, repair, or restoration will be at Contractor's cost and expense to the extent of the deductible in said insurance. If any policy of insurance covering loss or damage is voided due to any action of Contractor or any of its subcontractors of any tier, such rebuilding, repair, or restoration will be at Contractor's sole cost and expense.

Dangerous Conditions / Payment of Fines. Contractor shall designate its project superintendent, or such other qualified member of Contractor's organization at the Worksite, as approved by VTA, to be responsible for the prevention of accidents. If VTA or any public agency with jurisdiction notifies Contractor of any claimed dangerous condition at the Worksite which is within Contractor's care, custody, or control, Contractor shall take immediate action to rectify the condition at no additional cost to VTA. Contractor shall be responsible for the payment of all fines levied against VTA for deficiencies relating to Contractor's supervision or conduct of the Work.

Contractor will not load or permit any part of the Work or Worksite to be loaded so as to endanger the safety of persons or property.

Contractor will not permit open fires on the Worksite.

Contractor shall return all improvements on or about the Worksite and adjacent property which are not shown to be altered, removed, or otherwise changed to the conditions they were in prior to Contractor's starting performance under the Contract.

Emergencies. In any emergency affecting the safety of persons or property, or in the event of a claimed violation of any federal or state safety or health law or regulation, arising out of or in any way connected with the Work or the performance thereof, Contractor shall ensure that at least one of Contractor's employees with authority is on duty during working hours, and Contractor will act immediately to prevent threatened damage, injury, or loss or to remedy said violation, whichever is applicable. If Contractor fails to carry out the obligations in this section, VTA may immediately take whatever action it deems necessary, including but not limited to, terminating or suspending the Work pursuant to the terms contained herein. Contractor shall also establish and maintain adequate First Aid facilities at locations close to work areas and mark such locations with signs of adequate size and composition. Contractor shall also ensure that at least one of Contractor's employees qualified by a recognized authority to perform First Aid is on duty while Work is being performed.



VTA may offset against any sums then or thereafter due to Contractor any and all costs or expenses of whatever nature (including attorneys' fees) paid or incurred by VTA in taking such actions.

Contractor Safety & Light Rail Transit Operations. This section includes requirements to control and reduce potential hazards of light rail traction power and moving trains in any environment where contractors and outside parties have access to right-of-way and/or facilities of VTA's Light Rail Transit ("LRT") system. These requirements and procedures are designed to add an extra measure of safety for the public, passengers, and employees of VTA, and VTA's contractors. These procedures do not supersede existing California Public Utilities Code ("CPUC"), Cal Occupational Safety and Health Administration ("OSHA"), Workers Compensation, or any other federal, state, or local safety laws or regulations.

These procedures apply to any person(s) working on or in any light rail restricted access area including electrical substations, overhead contact system ("OCS"), signal or communications facilities, Operations Control Center ("OCC"), tracks, stations, and any area where moving trains or light rail traction power are present or may be affected.

Contractor is responsible for insuring that their employees, their subcontractors, and any lower tier contracted services working under their purview are fully informed and responsive to these safety requirements. Contractor or their employees found to be in violation of these safety procedures may be removed from the Worksite. Failure of Contractor to conform to these requirements will result in a work stoppage issued by VTA until Contractor is in compliance with these requirements. VTA reserves the right to assess penalties for repeated safety violations up to and including termination of the Contract.

For Work that is performed at the Guadalupe LRT facility, Contractor must comply with the following VTA Railway Worker Protection training guidelines:

Contractor and all workers performing Work under this Contract must (1) attend and be certified with VTA Railway Worker Protection ("RWP") training classes, (2) display the sticker on hardhats as instructed, and (3) carry the issued RWP identification card to be presented to VTA at its request. All training classes will be not be reimbursed to Contractor and Contractor shall incorporate worker class time into the scope of the Contract. Contractor must supply any translators as needed to properly train its workers. Contractor shall provide safety precautions to separate the work area(s) from pedestrian or vehicular traffic and to prevent damage to the building, its occupants, and the surrounding areas. Contractor shall observe applicable OSHA, CPUC, and California State OSHA requirements.

Contractor is responsible for obtaining all RWP stickers and classes. All RWP Training and right-of-way ("ROW") access permits expire on 12/31 of each year the permits are issued. Contractor must start the renewal processes in October of each year of the Contract. Performance of the Contract is not allowed near any rail ROW, including inside of the rail yard, if training and permits are not acquired by January 1 of each year the Contract is in force. Not having the appropriate training and documents in place at the time of annual turnover could be deemed failure to perform and result in disciplinary action up to and including termination for default pursuant to the terms set forth in the Contract.



Contractor may charge for the time required to meet the regulatory requirements. Hours in the Contract are included for these purposes. Contractor must be allowed up to 5 hours' time for up to six (6) employees being RWP-trained. Contractors may charge up to two (2) hours of time for each track allocation meeting for three (3) employees. For most contractors, this will happen once a year during the annual permitting process. If performance under the Contract requires permitting outside of the annual permits, VTA and Contractor will agree in a written amendment to the Contract on the charges for Contractor time.

All of Contractor's employees must be background checked per VTA requirements. Costs for the background checks will not be reimbursed to the Contractor. To attain current pricing of the background checks, please go to the contracted vendor website. VTA has contracted with IPROVEIT (<https://iproveit.com/>) for background checks. The background checks provider is subject to change.

Definition of Terms:

OCC: Operation Control Center

CPUC: California Public Utilities Commission

FRA: Federal Railroad Administration

ID. Badge: VTA-issued badge identifying successful completion of Contractor Safety Seminar.

Lockout and Tagout Procedure: A VTA safety process & procedure to provide protection when working near the traction power electrification system or when working in a safety sensitive area.

OCS: Overhead Contact System: The electrical power system supplying 800 vdc to trains.

Restricted Area (or Restricted Access Work Area): Any point or area within 10 feet of the nearest rail of any track.

Restricted Access Permit (or Permit): Application process, paper form, and permission granted by VTA to be on, in, or near the LRT ROW or rail transit facilities of VTA.

Right-of-Way (ROW): VTA property or facilities including track, OCS, and buildings used for LRV train operations, that contain traction power or signal and communications facilities and equipment.

Safety Seminar (or Safety Training or Class): Required orientation applicable to all Contractor employees working on or within 10 feet of the rail of any track or OCS facility.

Site Specific Work Plan ("SSWP", also, "Work Plan"): Task and activity plan and detailed schedule prepared and submitted by Contractor for approval by VTA which includes work activities, equipment, and safety procedures.

Substation (or Traction Power Substation): Any facility including power feed and power distribution cabling for delivery of commercial electrical power to 800 vdc and delivery of that power to the LRT overhead contact system.

Train: LRV(s) operated under traction power or by tow-motor power.

Track Allocation Meeting: Joint meeting of VTA and its contractor(s) to determine track access, obtain power-down permission, and schedule coordination of work between contractors. Scheduled weekly or as deemed necessary by the VTA.

Restricted Access Permit. Contractor must obtain a Restricted Access Permit from VTA any time Contractor requires access to:



-
- (a) enter on, cross over, or cross under the ROW, tracks, or OCS of VTA,
 - (b) to enter into facilities including yard, maintenance buildings, stations, substations, OCC, or
 - (c) signal and communications equipment or facilities.

Contractor must also obtain a Restricted Access Permit from VTA if Work will be performed within ten (10) feet of the nearest rail of any track.

Unless specifically requested and approved, a Restricted Access Permit does not authorize any work operations or equipment on the tracks or within 10 feet of the OCS. It does not authorize any act which may interfere with the safe and timely operation of VTA's public rail transportation services.

Attached to this Contract is a copy of VTA's Restricted Access Work Permit Form (Exhibit I) including Restricted Access Work Rules on the reverse of the form. Contractor must submit this Restricted Access Permit form, in original, for each day, week, or for each independent work operation to be performed by Contractor, as determined by VTA. Contractor shall submit a completed form and any additional illustration or schedule details to support the application at least seven (7) days prior to the start of the applicable Work. An approved copy of the Restricted Access Permit must be maintained at each Worksite and must be read and understood by all personnel at the Worksite.

Site Specific Work Plan. In addition to the requirements of the Restricted Access Permit process, if at any time the Work may impact train operations or has the possibility of impacting the integrity or physical configuration of the LRV track, the traction power system and/or the LRT signal and communications system, or if VTA determines that it is necessary for the safety of personnel and equipment, Contractor must develop and submit for VTA approval a Site Specific Work Plan ("SSWP").

A SSWP must describe each of the activities or tasks necessary to perform the relevant portion of the Work and must include a detailed schedule of the Work items that have a duration of one (1) hour or more, indicating the hourly progress of each activity. The SSWP must include staffing, materials, and equipment that will be used to complete the Work. The schedule must include a time for which all activities planned under the SSWP will be completed.

The SSWP must include a detailed description of the safety measures to be taken for the protection of personnel and equipment. Such items as protective gear, flag and sign placement, flaggers, specialized safety equipment, ventilation equipment, in-house safety programs, and additional safety supervision will be identified.

Where the Work adds, removes, or changes any element of the traction power system, the track structure, or the signal or communications system(s), the SWWP must clearly identify the changed or fully restored condition of the OCS, track, or signal and communications system and must provide a detailed alternative plan to restore traction power, track, and/or signal and communications system if the planned Work cannot be completed successfully.



The SSWP must be submitted by Contractor not less than seven (7) days prior to the date and time of the proposed start of Work or seven (7) days prior to the scheduled Track Allocation Meeting, whichever is earlier. The relevant Work must not be undertaken until the SSWP has been reviewed by VTA, approved, or approved with changes noted and returned to Contractor. VTA may request additional explanation, request changes, or require Contractor to revise and resubmit the SSWP. If the SWPP is not acceptable to VTA, Contractor shall revise the SWPP and resubmit the SSWP and obtain approval before proceeding with the Work.

Failure of Contractor to complete its scheduled activities and restore the track way and traction power system within the time period allowed above may adversely impact VTA's LRT operations. In the event that LRT service is delayed by Contractor's action or failure to act, the Contractor will be liable for the actual expenses incurred by VTA, including but not limited to busing passengers, overtime wages for crew and flagging persons, and cost of additional dispatching. VTA reserves the right to deduct the amount of such delay expenses from any payment to Contractor under the Contract.

Safety Seminar Record & Report. Contractor shall maintain and submit, no less frequently than on a monthly basis, a current list of all employees safety-trained by VTA and Contractor, including I.D. Badge number and expiration date and specific categories of training. Contractor shall forward Safety Seminar records on a monthly basis to VTA's Designated Safety Coordinator, and to the representative of the Owner-Controlled Insurance Program, if applicable.

General Contractor Safety Seminar. Working on and around rail transit operations and traction power facilities includes a unique set of potential hazards. VTA has developed a Safety Seminar to prepare all relevant workers for these hazards. The information provided in the Safety Seminar is meant to supplement all existing CPUC, Cal OSHA, Workers' Compensation, federal, state, and local safety regulations. The goal of the Safety Seminar is to educate each Contractor employee on the unique hazards that may be encountered on any VTA rail project and how best to respond to those hazards.

Each and every employee, foreman, superintendent, office personnel and manager, any and all subcontractors, and any third tier services personnel who will enter on or work on VTA's ROW within 10 feet of the near rail of any track or within ten (10) feet of the traction power system, any substation, or any communications and signal facilities or equipment is required to attend a one (1) hour Safety Seminar conducted by VTA.

Contractor Safety Seminar class will be provided by VTA each Friday at a location and time to be established by VTA. VTA will attempt to provide the Safety Seminar at a time and location convenient to Contractor.

If at any time Contractor intends to bring new employees onto the Worksite, each of those employees must first attend one of the regularly scheduled Contractor Safety Seminar classes. Contractor is responsible for scheduling their employees for this mandatory training with the VTA Authorized Representative.



Re-certification of Contractor employees is required on an annual basis. Contractor employees who have successfully attended a Contractor Safety Seminar class will be provided with an I.D. Badge which will be prominently displayed and visible at all times when working on VTA's ROW or Worksite. Contractor shall monitor adherence to this requirement by their employees, subcontractors, and third tier service personnel. Contractor employees not displaying the proper I.D. Badge may be subject to being removed from the Worksite. The I.D. Badge will bear the holder's name, Contractor's name, a serial number, and the date of the Safety Seminar.

Safety Audits. Individual responsibility is the basis for and a necessary key to any safety program. VTA may conduct safety audits or interviews as deemed reasonably necessary by VTA. The purpose of the audits or interviews is to ensure that each Contractor employee granted permission to work on the ROW is familiar with VTA's safety rules and understands the work area and time limits and can identify Contractor and the VTA representative in charge of safety at the Worksite. The audit or interview may also include verification that an approved copy of the Restricted Access Permit is being maintained at the Worksite and that it has been read and understood by all personnel working at the Worksite.

Restricted Access Work Rules. The Restricted Access Permit provides for the physical presence on VTA's construction or operating ROW of personnel and/or equipment. Unless specifically authorized in the Restricted Access Permit, the Restricted Access Permit does NOT authorize Work within 45 inches of the nearest rail of any track, does NOT authorize operations of any equipment on the LRT tracks, and does NOT authorize any access or equipment within 10 feet of any OCS, signal cabinet, or within any traction power substation. Restricted Access Work Rules are provided as part of the Restricted Access Work Permit Form (See Exhibit I).

Track Allocation Procedures. Prior to occupying the trackway, Contractor shall submit a Restricted Access Permit Application to the VTA Track Allocation Coordinator not later than 24 hours prior to the next scheduled Track Allocation Meeting.

Contractor shall provide a qualified representative to attend the Track Allocation Meeting. If a representative fails to attend, the Restricted Access Permit Application is subject to being disapproved.

VTA will not reimburse the Contractor for each employee that has attended the Track Allocation Meeting at the hourly rate submitted agreed to in the Contract.

Track allocation procedures must be implemented as part of the Restricted Access Work Rules at the discretion of VTA in the interest of the safety of all personnel and equipment in and around the Worksite.

The Track Allocation meeting is used to identify the Worksite(s), type of activities to be performed, and presence and protection against high voltage traction power and moving trains. Track allocation procedures work in concert with other safety procedures to ensure all Contractor and all VTA operations and safety personnel are fully informed concerning construction activities and LRT safety.



Track Allocation Meetings: The requirements identified herein are mandatory for VTA and for all contractors working on the Worksite beginning from the earliest occurrence of either of the following two events:

- i. Electrical power is installed in any substation or any portion of the traction power system is capable of being energized, and/or
- ii. VTA LRV or on-track equipment is operated on any portion of the track by VTA personnel.

Track Allocation meetings must be held weekly and require the attendance of a representative of Contractor and their subcontractors managing their own track access permits. VTA Resident Inspectors, a representative of VTA's Construction Manager, and VTA's Authorized Representative or Designated Contact Person and representatives of the Track Allocation team and Operations Testing personnel will attend as required by VTA.

The weekly meeting will be conducted by the VTA Track Allocation Coordinator who will establish the weekly time and location for scheduled meetings and procedures for communicating between all parties involved. The meeting will begin with a roll call confirming that all parties have properly submitted requests and are in attendance at the meeting. Items to be discussed will include, but not be limited to: identification of track(s) and trackway segments effected, level of personnel protection required, previous conflicts or problems, status of traction power, planned testing by VTA and/or train movements, planned construction activities, and potential conflicts and their resolution.

Following the weekly meeting, the VTA Track Allocation Coordinator shall prepare a written Track Allocation Schedule for the following week. The Track Allocation Schedule must include all planned testing, the traction power status for the week, and any safety requirements. The Track Allocation Schedule, the accompanying Restricted Access Permits, approved or rejected, will be distributed to all parties prior to the end of the following day.

Contractor's Responsibilities:

(a) Contractor shall confirm that all of their scheduled work is included on the Restricted Access Permit application including the proper days, times, tracks, access point(s), personnel requirements, and equipment to be used in the Work.

(b) Where any conflict may exist with other contractors at or near the Worksite, Contractor shall strive to arrive at a mutually agreeable resolution to allow the maximum productive track access for all parties.

(c) Contractor is responsible for assuring that all of its employees, as well as all of its subcontractors and its lower tier service personnel, are aware of any scheduled safety-critical items and that they actively respond to the safety requirements of the Restricted Access Permit and Track Allocation Schedule, if granted.



(d) Where more than one contractor is scheduled to work in the same or overlapping work limits, the contractor having primary access will be responsible for all elements of coordination and access as between contractors, subcontractors, and third tier services. Where multiple independent contractors are granted authority to work within the same or overlapping work limits, VTA's Resident Inspector or OCC supervisor or Track Allocation Coordinator shall designate and enforce rights of priority and access by various contractors.

(e) VTA is not responsible for conflicts or limitations in access to restricted work areas or facilities or for schedule impacts that result following approval of coordinated schedules effecting the same work locations, facilities, or use of limited VTA resources.

Lockout and Tagout Procedures. All "Lockout and Tagout Procedures" must be coordinated with VTA's Authorized Representative.

The Lockout and Tagout Procedure provides the highest level of protection for personnel. Traction power is removed, and a worksite is established and secured through a series of locked and tagged switches, ground straps, and warning signs or flags. This procedure is always required along with an approved Restricted Access Permit for working within 10 feet of the OCS or any traction power equipment or facilities. This procedure may also be required through the Restricted Access Permit process for work on elevated structures, within a tunnel, or when it is deemed necessary by VTA for the safety of VTA.

The requirements identified herein are mandatory for VTA and for all contractors working on the Worksite beginning from the earliest occurrence of either of the following two events:

- i. Electrical power is installed in any substation or any portion of the traction power system is capable of being energized; and/or
- ii. VTA LRV or on-track equipment is operated on any portion of the track by VTA personnel.

Prior to implementing Lockout and Tagout Procedure at any work location, the VTA representative in charge of worksite safety shall identify and confirm the following with Contractor and with VTA's OCC:

(a) All details as approved on the Restricted Access Permit, the SSWP (if used), and the VTA Light Rail Power Removal Form, including work limits, locations of track, or OCS access and specific tracks and substations affected;

(b) The specific Contractor activities and equipment to be used must be only those specifically approved by VTA; and

(c) Expected duration of Work and time for restoration of track and OCS to VTA OCC.

The VTA OCC supervisor and Way, Power and Signal employee on site shall then secure all power, install required lockout devices, issue lockout tags, install required traction power system ground(s), and place flags, cones, and/or signs as required to secure the Worksite.



Contractor's representative in charge of the Work at the Worksite may then proceed with approved SSWP and activities only after obtaining specific approval and direction from the VTA Resident Inspector or their designee (OCC supervisor and Way, Power and Signal employee.)

The VTA OCC supervisor or Way, Power and Signal employee in charge at the Worksite may suspend or modify any aspect of the SSWP, assignment of personnel, or use of equipment at any time when determined necessary to ensure any aspect of Worksite safety. Contractor must promptly respond to such direction and alter operations and discontinue any activity or all activity as necessary to comply with Worksite safety directives.

At the completion of Work or prior to the expiration of Work time granted at the Worksite, Contractor shall restore all aspects of track, OCS, and/or signal and communications systems to full operation, including necessary testing, to the condition identified in the approved SSWP. All Contractor personnel, equipment, and materials must be removed from the trackway, OCS facilities, substation, or equipment room and returned to approved storage or marshaling area.

Contractor representative in charge of the Work at the Worksite shall notify the OCC supervisor and the Way, Power and Signal employee in charge of any conditions, facilities, or materials not in conformance with the approved SSWP or of any condition that will or may affect any aspect of safety of VTA's facilities, trains, personnel, or public safety prior to releasing his use and control of the Work and will not leave the Worksite unless and until VTA has inspected and accepted any changed condition or facility.

In the event that Contractor fails to restore any VTA facility to the proper condition for VTA operations or as identified in the approved SSWP or if Contractor fails to release Contractor's access to track, OCS, or signal and communications facility, VTA OCC supervisor and Way, Power and Signal employee shall make a sweep of the track, OCS, or other facilities and determine that equipment and systems are safe to operate. VTA OCC will then direct the restoration of power, the Way, Power and Signal employee shall remove flags, cones and/or signs, ground straps, switch locking devices, and tags from track and traction power facilities, and restore the track and OCS to service for VTA.

The permit will be canceled with an effective time, date, and OCC approval written on Contractor's permit, including an explanation of cause for restoration of track and power in the absence of Contractor.

Failure of Contractor to conform to the requirements of the approved Restricted Access Permit, the approved SSWP, or the safety directions provided by the VTA Resident Inspector or their designee (OCC supervisor or Way, Power and Signal employee) in charge at the Worksite will result in a work stoppage issued by VTA until these deviations of the Contract requirements are in compliance.

LRT Flagger(s). Contractor shall provide LRT flagger(s) for each work group as provided in the Restricted Access Work Permit Form (See Exhibit I) and these specifications. A work group is one or more persons performing work.



The following provision supersedes Restricted Access Work Rule 2, on page 3 of the June 28, 2000, version of the Restricted Access Procedures Manual:

LRT flagger(s) shall be present when (1) work is performed within 10 feet of any rail or (2) when equipment that is greater than 10 feet high or has devices which can extend more than 10 feet in length, such as cranes, fork lifts, boom trucks, are being used to perform work.

LRT flagger shall notify workers of approaching trains or rail mounted equipment and clear the track way with sufficient time so that all personnel, equipment, and unsecured materials are clear of the track way a minimum of 30 seconds prior to the train or rail mounted equipment entering the work limits. Once the track way is clear, the LRT flagger shall give a hand signal to proceed to the operator of the train or rail-mounted equipment.

If trains must slow or stop because the track way is not clear before the train arrives at the work limits, LRT flagger shall increase the time notifying work groups of approaching trains by not less than one minute.

A single LRT flagger may be assigned to multiple work groups only if the LRT flagger can view approaching trains and rail mounted vehicles and can notify all workers of the approaching trains and rail mounted equipment.

Contractor shall furnish all LRT flaggers for the Contract. Full compensation for LRT Flaggers must be included in the Contract price for the items of Work requiring LRT flagger(s), and no separate payment will be made therefore.

Restricted Access Permit Fees.

- i. Restricted Access Permit - \$3,050.00 per location, per year;
- ii. General Contractor Safety Seminar (also known as, Roadway Worker Protection Training) - \$85.00 per class for each participant;

VTA will deduct the following amounts from any payment owed to Contractor for services provided by VTA Operations staff:

- i. Power Shutdown - \$1,010 each;
- ii. Bus Bridging: \$180 per hour for each bus;
- iii. Modified Bus and/or Light Rail Services:
 - Hourly cost for each additional Bus required for service (regular or bus bridge): \$162.33 per hour for each bus;
 - Hourly cost for a one-car Train; \$435;
 - Hourly cost for a Train with 2 cars; \$515;
 - Hourly cost for a Train with 3 cars: \$590.

Background Security Checks for VTA Permittees. The permit applicant will be required to have their employees undergo a background security check through a process determined by VTA. VTA will not reimburse the Contractor for the background security check fee. VTA reserves the right to decide all aspects of the background security check process, including but



not limited to all costs. Currently the cost of the background security check is estimated to be \$100.00 per person (VTA will not reimburse this fee).

Contractor shall pay all Restricted Access Permit fees directly to the Track Allocation Coordinator (VTA will not reimburse this fee).

Use of Electronic Devices. In compliance with CPUC requirements, the use of electronic devices is prohibited at all times when within 6 feet of the trackway. This includes but is not limited to scanners, cellular telephones, personal audio devices, or watches or headsets associated with those devices and any Personal Digital Assistant (“PDA”) with the following exceptions:

- Two-way radio equipment.
- Photography equipment (but not cellular telephones) that are required for the Work to be performed or for inspection purposes and have been approved by VTA.

Cellular phones with the ability to be used as two-way communication devices or as photography equipment are also prohibited.

Contractor’s Safety Officer is responsible for implementing worker’s safety requirements and should be part of their daily safety tailgate meeting. Any Contractor employee violating the worker’s safety requirements will be immediately removed from the Worksite and permanently banned from performing under the Contract. CPUC also may impose or levy fines and penalties against Contractor for violation of these requirements.

Contractor must further comply with all the requirements in VTA’s “Policy on the Use of Personal Electronic Devices by Bus and Light Rail Employees and Contractor Staff (ATU)” attached hereto as Exhibit J and incorporated herein by this reference.



EXHIBIT I
RESTRICTED ACCESS WORK PERMIT FORM

ACCESS PERMIT APPLICATION

CONSTRUCTION ACCESS PERMIT (CAP) RESTRICTED ACCESS PERMIT

Permit Applicant:		Address		VTA Contract / Project Number:	
City:		State	Zip:	SION Number:	
Contact Person:		Title:		Phone Number:	
Fax Number:	E-Mail Address:		24 Hour Emergency Phone Number:		
Emergency Contact Person:					
WORK BEING PERFORMED FOR:					
Company Name:		Address:			
City:		State	Zip:		
Contact Person:		Phone Number:	E-Mail Address:		
WORK BEING PERFORMED By:					
Company Name:		Address:			
City:		State	Zip:		
Contact Person:		Phone Number:	E-Mail Address:		
PROJECT LOCATION					
Location:					
Start Date:	Completion Date:	Estimated Regular Work Days:	Overtime, Weekend & Holiday Days		
Number of Persons to be Safety Trained:			X (\$85.00 Per Person)		
PERMIT EVALUATION PROCESS USUALLY AVERAGES 7 - 14 DAYS FROM DATE RECEIVED					
<p align="center">Submit Completed Application Package To: Santa Clara Valley Transportation Authority Restricted Access Permit Office 101 West Younger Ave. Build. A 2nd Floor, San Jose, CA 95110 Phone: (408) 546-7608; Fax: (408) 993-2174</p>					
<p>By signing this application form, the permit applicant agrees to all of the terms and conditions contained herein and to any provisions set forth in the Restricted Access Permit.</p>					
Authorized Signature:		Print Name:		Date:	Phone Number:



RESTRICTED ACCESS PERMIT

VTA Restricted Access Permit Office 101 West Younger Avenue San Jose California 95110

Restricted Access Permit Office: (408) 546-7608
 Restricted Access Permit Office Fax (408) 993-2174

VTA Operations Control Center (OCC) (408) 546-7688
 VTA Construction Permits Fax (408) 321-7569

General Contractor ("Contractor") Name:			Main Office Phone Number	VTA PERMIT NUMBER	
Address:			After hours Phone Number	SION	
City:	State	Zip	On Site Wireless Number	VTA Project / Contract Number	
Subcontractor:		Requester's Name		Safety Critical Item Check List Completed:	
Number of Work Sites	Number Of Employees	Security Background:	Restricted Access	Way Power and Signal	
Type of Work to be Performed:					
Equipment to be Used:					
EXACT LOCATION OF WORK					
Direction: (Check Appropriate Boxes) <input type="checkbox"/> North <input type="checkbox"/> South <input type="checkbox"/> East <input type="checkbox"/> West					
At:		Between:		And:	
Start Date:	Start Time:	End Date:	End Time:		
PROTECTION REQUIRED					
Power Off / Lock	# Tags required	Reduced Speed Zone	VTA Staff on Site		
# of Locks	Train Operations	Flagmen Required	Hardhats Required		
Special Requirements: (See Back of Permit for NORMAL Rules)					
CONTRACTOR AGREEMENT					
I have read and Understand the rules and requirements detailed above and on the reverse side of this form and will abide by them. This permit may be revoked at any time for any violation of listed rules and requirements or as deemed necessary for the safety of personnel and equipment. It is further understood I will comply with all material contained in the "Roadway Worker Protection" training book and the "Roadway Worker On-Track Safety Manual" received during roadway worker training.					
Signature of Contractor's Authorized Representative:		Title:		Date:	
VTA					
Power Department	Track Department	Signal Department	Superintendent WP&S		
Superintendent Vehicle Maintenance	Signal Department	Facility Maintenance Supervisor	Vehicle Maintenance Supervisor		
RESTRICTED ACCESS OFFICE					
VTA Track Allocation Representative:	Date:	CPO Representative:	Date:		

A DOUBLE-SIDED COPY OF THIS PERMIT MUST BE AVAILABLE AT THE WORK SITE AT ALL TIMES

Copy: Contractor, OCC, Way Power & Signal Superintendent

Distribution: Original-Restricted Access Permit

Revised: 08-05-11



RESTRICTED ACCESS WORK RULES

1. **PERMIT REQUIREMENTS-** Any access to enter or cross the track as well as all worked performed within ten (10) feet of the nearest rail or Overhead Contact System (OCS) shall require a permit. Permits are available through the Light Rail Restricted Access Permit Office. Unless the Track Allocation Chairperson makes an exception, all permit and training fees must be paid prior to issuance of a permit or attendance in a safety training class. In other cases such as urgent work or emergencies, by signing this document, Contractor agrees to pay all associated permit and training fees.
2. **CLEARANCE FROM TRAINS-** Under California Public Utilities Commission (CPUC) General Order 143C, all worked performed within six (6) feet of the nearest rail shall require a Lookout/Watchperson to watch for approaching trains. This Lookout/Watchperson shall instruct workers to take equipment and move to the predetermined place of safety at least six (6) feet from the track fifteen (15) seconds prior to the approach of a train. When workers are clear, ONLY the EIC (as defined in paragraph 5 below) or SEIC shall give the train a "PROCEED" hand signal. If workers or equipment fail to clear, the train must be given a "STOP" hand signal. When clear the train will be given a "PROCEED" Signal.
3. **CLEARANCE FROM ENERGIZED OVERHEAD POWER LINES-** The OCS is energized with 600 to 900 volts of direct current at all times, in accordance with CAL- OSHA Title 8, all work (including metal ladders, metal handle extensions, or equipment) shall remain ten (10) feet from any overhead wire unless a ground strap has been installed and is visible to the workers and VTA's Lock Out / Tag Out Procedures have been approved and completed.
4. **PERMIT AVAILABILITY-** A double sided copy of this permit must be available at the Worksite. Permits must be shown to any VTA, CPUC or FRA representative as well as any other authorized person when requested.
5. **SAFETY TRAINING-** Prior to commencement of work all workers must attend and complete VTA's "Basic Roadway Worker Protection" training class. This class trains persons working on VTA's right-of-way to work safely in a railroad environment. Every work crew must have an "Employee In Charge" referred to as the EIC The EIC must successfully complete the VTA "Advanced Roadway Worker Protection" training class and must be at the Worksite at all times. The EIC Must have the ability to read, write and speak English in order to communicate with VTA's Operation Control Center (OCC) to document and relay instructions. Once training fees have been paid, you may schedule training classes by calling the Light Rail Technical Training Department at (408) 952-6800. Training fees are \$85.00 per person. Training may be provided off site to large groups when approved in advance. An estimate for training costs will be provided, a control number will be issued and must be provided when making training reservations.
6. **SAFETY EQUIPMENT-** Proper safety equipment must be worn at all times as specified in the VTA Roadway Worker Protection training manual.



7. **CONES AND FLAGS-** Work zone cones and flags shall be posted when working within six (6) feet of the nearest rail. The work zones shall be established as described in the "Roadway Worker Protection" training manual. VTA requires workers to establish a safe work area for workers and to provide advance warning to train operators allowing them to slow to a safe speed or stop prior to reaching workers. VTA may require a work zone outside the safety envelope when tools or equipment are used that have the potential to foul the trackway. Cones and flags left longer than thirty (30) minutes without the obvious presence of workers (unless approved by OCC) shall be removed by Contractor and become the property of VTA. Cost and procurement of cones and flags shall be the responsibility of Contractor. Cones and flags may be purchased at local safety suppliers. Twenty-two (22) inch reflective cones illuminated from within shall be used during times of limited visibility. Cones and flags must be no closer than eighteen (18) inches from the rail and placed to allow a clear unobstructed view by train operators.
8. **NOTIFICATION TO OCC-**The E.I.C. shall call OCC at (408) 546-7688 prior to establishing work zones and again at the end of the work shift when the work zone is to be removed.
9. **OVERHEAD POWER REMOVAL-** Power removal, when necessary shall be done in accordance with VTA's Lock Out / Tag Out procedures under the direction of VTA's Way Power and Signals Department and VTA's Operation Control Center. All request must be coordinated through the Track Allocation Meeting.
10. **ADHERENCE / PERMIT EXPIRATION / DURATION-** Contractors shall be strictly confined to the time and location restrictions of their permit. When performing work on or about the right-of-way, contractors must adhere to all rules and procedures contained in the "Light Rail Restricted Access Procedures Manual". Work sites will be monitored; any deviation from or violation of these rules may be cause for immediate eviction of Contractor from the Worksite at the expense of Contractor.
11. **COST / CLAIMS-** Any cost to VTA resulting from this permit, the level of protection required (such as power removal, Lookout/Watchmen, EIC, Bus Bridge, etc.) or any unscheduled disruption to train or bus service caused by Contractor's actions or inaction will be the responsibility of Contractor. In consideration of issuance of this permit and, in addition to any other indemnity obligations it may have to VTA, Contractor shall indemnify and hold harmless the Valley transportation Authority (VTA), its employees and agents from any demands, claims or judgments arising as a result of any act or omission of Contractor, or Contractor's employees or agents.
12. **SIGNALS-** Hand signals used by EIC/SEIC shall be as described in VTA's "Roadway Worker Protection" training manual and as instructed in the Roadway Worker Protection safety training class. On the Vasona Freight track Roadway Worker Protection rules shall apply. Caution must be used as Union Pacific freight trains may not observe VTA hand signals.



13. GENERAL CONDITIONS- LEGAL RESPONSIBILITIES AND RELATIONSHIPS

- A. CHARACTER OF WORKMEN:** If any subcontractor or person employed by Contractor shall appear to VTA to be incompetent or to act in a disorderly, improper or unsafe manner, such person shall be discharged immediately at the request of VTA, and such person may not be employed on any current or future VTA project.

- B. WORKING ENVIRONMENT-** Contractor shall ensure and maintain a working environment free of harassment and intimidation between Contractor's staff, VTA employees and members of the public at all VTA project sites and in all VTA facilities where Contractors staff are assigned to work. Conduct that creates an intimidating, hostile or offensive working environment is prohibited. Failure to comply with the above will be considered a material breach of this Contract.



RESTRICTED ACCESS PERMIT (RAP) TERMS AND CONDITIONS

I. THE FOLLOWING ITEMS OR CONDITIONS ARE REQUIRED FOR ALL PERMIT APPLICATIONS:

A completed and signed Restricted Access Permit Form. All applicants must adhere to the VTA background security screening process prior to applying for a Restricted Access Permit.

Application Fee of \$3,050.00 per location per year and Roadway Worker Protection (RWP) Safety Training Fee of \$85.00 per person. The final permit fee will be determined after review of the plans. Payment may be made by cash or check, payable to “Valley Transportation Authority” (VTA). For further information regarding permit fees call (408) 546-7608. Permit Applicant agrees to reimburse VTA for all actual and direct costs expended by VTA, including costs to process this application and inspect the permit work.

* All public agencies that are self-insured must provide to VTA evidence of self-insurance in a form acceptable to VTA prior to issuance of the permit.

II. THE FOLLOWING ITEMS OR CONDITIONS ARE REQUIRED WHEN APPLICABLE:

- a. When workers or their equipment are working within or have the potential of working within 10 feet of the Light Rail Tracks/System, or over/under any catenary system, Contractor is required to obtain a Restricted Access Permit.
- b. When workers or their equipment are working within or have the potential of working within 15 feet of Caltrain’s (JPB) tracks or 25 feet of Union Pacific Railroad’s (UPRR) tracks, within VTA property, all workers are required to complete the appropriate RWP
- c. Work within the Silicon Valley Rapid Transit (SVRT/BART) Corridor requires a permit or written authorization from UPRR. For UPRR permit information, contact Patrick Kerr, Manager of Public Projects, Union Pacific Railroad, 10031 Foothills Blvd., Roseville, California 95747, or call (916) 789-6334. A copy of UPRR’s permit or written authorization will be required prior to VTA issuing a permit. The UPRR’s website address is www.uprr.com. All workers are required to complete RWP Safety Training. Call the SVRT Rail Access Coordinator for further information: Bill Baker (408) 321-5925 or James Mendez (408) 715-8279.
- d. An approved traffic control plan. (If applicable)
- e. Work within 50 feet of the Light Rail Tracks/System or over/under any Catenary System or within 50 feet of Heavy Rail Tracks requires Railroad Protective Liability Insurance.
- f. A copy of Contractor’s State of California Contractor’s License.
- g. Applicants needing to install a utility or a facility on property owned in fee by VTA must submit a copy of a document such as a License Agreement or Recorded Easement,



that allows applicant to enter, construct, install, maintain or operate within VTA property. If no such document exists, applicant must enter into an applicable Agreement with VTA prior to receiving a Construction Access Permit. Due to the fact that license fees are based on property values and other factors, fee information will be provided after the application has been reviewed and approved by VTA.

- h. As stated in Government Code 4216.9. (a), “No permit to excavate ...shall be valid unless the applicant has been provided with an initial inquiry identification number...” Permit Applicant or its Contractor shall notify VTA’s Permit & Utility Services Unit of the USA Ticket Number prior to start of work.

III. POWER SHUTDOWN:

VTA will make an assessment to determine if a power shutdown of the OCS is required. In your (Permit Applicant’s) opinion, will this job require the OCS power to be shut down in order to safely perform this work?

YES/NO

Required for all work above or within 10’ of OCS

If VTA determines that an OCS power shutdown is required, any costs incurred will be borne by Permit Applicant or its Contractor.

IV. BUS STOP AND/OR SERVICE INTERRUPTION:

Will this project require blockage of a VTA Bus Stop or cause a Service Interruption?

YES/NO

Revised: 05.07.14

Authorized Signature:	Print Name:	Date:	Phone Number
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SAFETY CRITICAL ITEMS CHECK LIST

Contractor / VTA Employee:	Contract Number:	Project Number:	Permit Number:
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- Contractor will check the boxes of those items they will and/or may come in contact with in the process of performing their job. In the additional space provided indicate the selected item number and provide a brief explanation of those items. If any items other than "NONE OF THE ABOVE" have been selected, signatures are required on the bottom of the form prior to commencement of work.

- 1. Electrical Panels / Cabinets
- 2. Cables (any)
- 3. Tracks (or rail)
- 4. Electrical Systems
- 5. Traction Electrification System (TES)
- 6. Electrical Sub Systems
- 7. Signals (including TWC Loops)
- 8. Overhead Catenary System (OCS)
- 9. Sub Stations
- 10. Negative Return Cables
- 11. Track Switches
- 12. Impedance Bonds
- 13. Electrified Gates or Doors
- 14. Confined Spaces (must provide proof of training)
- 15. Manholes or Duct Bank Work
- 16. Digging (any) USA Tag Number:
- 17. Other:
- 18. Other:
- 19. None of the Above



Explanation of Items 1-17 (more space provided on reverse side):

Contractor Signature:

Date:

Track Allocation Chairperson:	Date:	Power Supervisor:	Date:
Track Supervisor:	Date:	Superintendent of Way Power & Signal	Date:
Signal Supervisor:	Date:	Superintendent of Vehicle Maintenance	Date:
Passenger Facility Maintenance Supervisor:	Date:	Signal Supervisor:	Date:



EXHIBIT J
USE OF PERSONAL ELECTRONIC DEVICES BY BUS AND LIGHT RAIL EMPLOYEES
AND CONTRACTOR STAFF (ATU)

[ON THE FOLLOWING PAGES]



POLICY USE OF PERSONAL ELECTRONIC DEVICES BY BUS AND LIGHT RAIL EMPLOYEES AND CONTRACTOR STAFF (ATU)	Document Number:	OPS-PL-0001
	Version Number:	03
	Date:	12/20/2016

1.0 Purpose:

To establish the standards and restrictions for use of Personal Electronic Devices (PEDs).

2.0 Scope:

This policy applies to all VTA employees, contractors or their staff (hereafter collectively referred to as "Personnel"), who:

- Operate a VTA bus or Light Rail Vehicle (LRV);
- Operate hi-rail or any other on-track equipment;
- Act as Rail Controllers, flaggers, or the Employee In Charge (EIC) or otherwise control the movement of rail vehicles;
- Perform any task while Fouling the Tracks; and/or
- Perform work within the Safety Envelope.

Note: Electronic devices prescribed by a licensed medical practitioner to permit an employee to meet minimum levels as required by VTA or by a contractor performing work on VTA property, are exempt. Roadway Worker Protection Devices provided by VTA are also exempt.

3.0 Responsibilities:

All Personnel are responsible for the safe delivery of transportation services. All Personnel who operate vehicles in revenue service or operate hi-rail vehicles or other on-track equipment; or who control the movement of rail vehicles or perform work on the right of way will receive a copy of this Policy, and be responsible for strict adherence to this Policy and State and Federal regulations.

4.0 Policy:

It is VTA policy that all VTA-owned revenue service vehicles, or any hi-rail vehicles and on-track equipment operated on the VTA rail system, will be operated in a safe and responsible manner. Personnel who operate a VTA bus or LRV or control the movement of rail vehicles, or perform work on the right of way or Foul the Tracks in the performance of their duties are responsible for the safety of the passengers and the public at large. Personnel are prohibited from using cellular telephones or any other PEDs (as defined in section 5) while operating VTA buses, LRVs, hi-rail or other on track equipment.

4.1 Restrictions and Storage:



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POLICY USE OF PERSONAL ELECTRONIC DEVICES BY BUS AND LIGHT RAIL EMPLOYEES AND CONTRACTOR STAFF (ATU)	Document Number:	OPS-PL-0001
	Version Number:	03
	Date:	12/20/2016

4.1.1 For Personnel operating a VTA bus or LRV, the restrictions include, but are not limited to: making or receiving telephone calls, text messaging, checking e-mail messages, checking the time, using the clock feature of a cell phone, wearing a Fitbit or other fitness monitoring device, wearing a smart watch (e.g., Apple Watch, Samsung Gear, etc.) or similar watch, reading, playing games or listening to music or other audio. Personnel are prohibited from giving the PED to another person, including another employee, on the bus or LRV.

In an emergency, Personnel must proceed to a safe area and stop the bus, LRV, hi-rail vehicle, or on-track equipment, and vacate the operating area. Afterwards, Personnel may use a PED for the purposes of addressing the emergency.

All PEDs shall be Turned Off and Stowed Away while operating a bus or LRV, or while sitting in the Operator's Area, as defined in Section 5. The bag that the PED is stowed away in must conceal the device so that it is not visible without opening the bag.

PEDs may be used by bus and light rail Operators while on break or at a layover when the vehicle is safely stopped and the Operator is out of the Operator's Area. The PED must remain Turned Off and Stowed Away until the Operator has cleared the Operator's Area and must be Turned Off and Stowed Away prior to returning to the Operator Area.

4.1.2 For Personnel operating hi-rail or on-track equipment, the restrictions include, but are not limited to, making or receiving telephone calls, text messaging, checking e-mail messages, checking the time, using any feature of a cell phone, wearing a Fitbit or other fitness monitoring device, wearing a smart watch or similar watch, reading, playing games or listening to music or other audio.

PEDs shall be Turned Off and Stowed Away while operating a hi-rail vehicle or on-track equipment. Personnel operating a hi-rail vehicle or on-track equipment, who wish to use their PEDs while on break, must move their hi-rail or on track equipment off of the right of way to a location that is not Fouling the Tracks. Prior to retrieving and turning on their PED for use, Personnel must stop, shut off the engine, and clear the Operator's Area. The PED must be Turned Off and Stowed Away prior to returning to the Operator's Area or restarting the engine.

Use of cell phone communication is allowed to safely direct the movement of pushing a dead-car train only when no other means of communication is available and prior approval has been obtained from the Operations Control Center. Personnel who are directing, flagging, or otherwise controlling the movement of rail transit vehicles, or performing any task while Fouling the Tracks may keep the PED in their possession and powered on but must proceed to a safe area outside



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the Safety Envelope (minimum 6 feet from the nearest light rail) to use their PED. Rail Controllers in the Operations Control Center must unplug and step away from their console before using their PED.

4.2 Discipline:

Failure to adhere to this Policy may constitute a serious safety violation. Violations of this policy will be considered an instance (adverse entry) under the unsatisfactory record portion of Part A, Section 18.2 of the ATU Collective Bargaining Agreement (CBA) and will be subject to a two-year record review.

VTA employees who violate this policy will be subject to disciplinary action as listed below subject to the underlying circumstances and the individual employee. Talking on a PED, texting, playing video games or other violations that distract the Operator and pose the greatest risk will result in the highest levels of discipline.

Repeat violations of any portion of this Policy is considered a serious matter. The applicable sequence of the offenses (first, second, and third) is based on violations of any portion of this Policy. For example, if an employee violates Section 4.2.5 and six months later violates Section 4.2.2, the second violation will be considered a "Second Offense" and will be issued the corresponding discipline of termination. All "days" referenced in the box below are continuous calendar days of unpaid suspension.

	VIOLATION	1st Offense	2nd Offense	3rd Offense
4.2.1	Any violation of this policy where the employee is involved in an accident (preventable or non-preventable).	Termination		
4.2.2	Use of PED while operating a bus, LRV, hi-rail vehicle or on-track equipment.	20 – 30 days	Termination	
4.2.3	Use of PED in the Operator's Area, but not while operating a bus or LRV.	10 – 20 days	20 – 30 days	Termination
4.2.4	Use of PED while directing, flagging, acting as the EIC, or otherwise controlling the movement of rail transit vehicles, or performing any task while Fouling the Tracks.	10 – 20 days	20 – 30 days	Termination
4.2.5	Failure to Turn Off and properly Stow Away PED while operating a bus or LRV, or while in the Operator's Area.	Up to 10 days	10 – 30 days	Termination



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4.2.6 Any contractor staff violating this Policy will be removed from the job and will not be allowed to return to the project. The contractor may be made responsible for any fines levied on VTA for the violation. Repeat violations from the same contractor's staff may result in the contract being cancelled.

5.0 Definitions:

5.2 **Fouling the Track:** The placement of an individual in such proximity to a track that the individual could be struck by a moving train or other on-track equipment, or is within six feet of the nearest rail.

5.3 **Operator:** bus and Light Rail Vehicle Operators, hi-rail and on-track equipment operators, service workers, mechanics, and any other authorized VTA employee or contractor and their staff.

5.4 **Operator's Area:** On VTA buses, this area is defined as all area forward of the yellow line and expressly includes the Operator's seat. On Light Rail Vehicles, this is the area inside the Operator's cab and expressly includes the Operator's seat. On hi-rail or on-track equipment, this is the area where the Operator is positioned during operation of the vehicle or equipment.

5.5 **Personal Electronic Device or PED:** means any wireless or portable electronic device. This includes, but is not limited to, wireless phones, personal digital assistants, smart phones, two way pagers, portable internet devices, laptop computers, DVD players, iPods, MP3 players, smart watches, Fitbits or other personal fitness monitors, games, Bluetooth devices, or any headphones or ear buds of any type. The following devices are excluded from this definition:

5.5.6 VTA-owned licensed radio communications equipment such as cab-mounted or portable two-way radios with channels dedicated solely for VTA operations.

5.5.7 Electronic or electrical devices prescribed by a licensed medical practitioner to permit an employee to meet minimum levels as required by the VTA or contractor.

5.5.8 Roadway worker protection devices.

5.6 **Rail Controllers:** Individuals tasked with flagging or otherwise controlling the movement of rail transit vehicles. Tasks include "dispatching" as described in California Public Utilities Commission (CPUC) General Order 172 (Rules and Regulations Governing the Use of Personal Electronic Devices by Employees of Rail Transit Agencies and Rail Fixed Guideway Systems).



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