

Request for Proposals
RFP S19170

SR-237 / Middlefield Road Interchange Improvement

Engineering Services

October 25, 2019
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 S19170: VTA seeks proposals (each a “Proposal”) from qualified firms to provide the following engineering services (“Services”) for the development of one Build Alternative and one No Build Alternative for the Project Approval/Environmental Document (“PA/ED”) phase of the State Route (“SR”) 237/Middlefield Road Interchange Improvement Project (“Project”).

NOTICE TO PROPOSERS OF LIMITATION OF FUTURE CONTRACTING: The Proposer(s) selected under this 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 RFPs or IFBs 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 RFP 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 RFP or IFB.

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 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.

PROPOSER/CONTRACTOR DEFINED:

The term "Proposer" shall mean any individual or firm submitting a proposal in response to this RFP. The term "Contractor" represents the successful Proposer selected for contract award. These terms may be used interchangeably throughout this RFP.



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 firms submitting a Proposal under this RFP (“Proposers”) as an addendum. All references in this RFP to “time” are Pacific Time.

Table 1

ACTIVITY	DATE/TIME
Issue RFP	October 25, 2019
Pre-Proposal Conference	November 6, 2019 at 11:00 AM
Deadline to Submit Questions	November 8, 2019 at 4:00 PM
Deadline to Submit Proposal	November 26, 2019 at 4:00 PM
Interviews	December 18, 2019

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 S19170 for SR-237 Middlefield Road Interchange Improvement.” 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 unauthorized 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 shall be as follows:

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

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

Santa Clara Valley Transportation Authority
3331 North First Street, Building B, Room 104
San Jose, California 95134



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 Request for Proposal 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 shall include "RFP S19170 QUESTIONS" in the subject line.

Responses from VTA will be published on the VTA online procurement website (or communicated in writing to all recipients of this RFP).

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

The Proposer shall submit seven (7) printed copies and one (1) copy of the Proposal in an electronic format in the form of a flash drive accompanied by a separate and sealed envelope, containing one printed copy of the Exception Form 3, Cost Proposal Form 4, MWBE Form 5, SBE Form 6, Subcontractors Form 7, and Resource Plan (Dollars) Form 11 (collectively, the "Cost Proposal Packet").

The package must bear the Proposer's name and address, and be clearly labeled as follows:

"RFP S19170 SR-237 / MIDDLEFIELD ROAD INTERCHANGE IMPROVEMENT"

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.

I. CONTRACT TYPE: It is anticipated that VTA will award a professional services contract (“Contract”). If awarded, the Contract will be cost plus fixed fee with a term of two (2) years. 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.

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 must be a Civil Engineering firm with minimum of ten (10) years of highway design experience.
2. The Proposer's proposed Project Manager must be a licensed engineer registered in the State of California with a minimum of seven (7) years of experience in managing complex highway projects (See Evaluation Criteria below).

B. PREFERRED QUALIFICATIONS:

1. The Proposer should be familiar with Caltrans', VTA's, and the City's requirements, policies, procedures, manuals, and standards, including compliance with Federal Highway Administration ("FHWA") requirements.
2. The Proposer should demonstrate previous work performed on State Highway interchange projects in Caltrans District 4.



III. EVALUATION AND SELECTION

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

Qualification of the Firm	10 Points
Staffing and Project Organization	20 Points
Work Plan	30 Points
Project Understanding / Delivery Efficiencies	30 Points
Local Firm Preference	10 Points

1. **QUALIFICATION OF THE FIRM:** Evaluation of this qualification will be based on the Proposer’s and its subcontractors’ qualifications and previous experience on similar and/or related projects. The evaluation will be based on the strength of the information for three key similar or related projects that the Proposer has completed in the past five years or has underway. The factors to be considered for each of these three projects are: (i) details of the project and its relevance as qualification for the project contemplated by this RFP, (ii) the total cost of the project, (iii) the percentage of work for which the Proposer was responsible for the project, (iv) a comparison of the planned duration of work by the Proposer compared to the actual duration of work performed by the Proposer, and (v) the originally planned work budget for Proposer compared to the actual amount expended for the project. As part of the evaluation criteria, VTA will also consider Proposer’s experience working with highway properties or other public agencies, the strength and stability of the firm, and assessments by three client references.

2. **STAFFING AND PROJECT ORGANIZATION:** Evaluation of this criterion will be based on the Proposer’s Project Manager’s (see Proposal Format and Content requirements), and if proposed, the Deputy Project Manager’s (see Proposal Format and Content requirements), and other key staff’s relevant experience, including staff from subcontractors on similar or related projects for the project approval and environmental document (“PA/ED”) phase. The relevant experience includes experience in the past ten years: (i) working with Caltrans District 4 on projects that are similar and/or related to the project that is the subject of this RFP, (ii) conducting similar or related project development for highway projects, and (iii) managing the development of complex highway improvement projects involving multiple agencies and stakeholders. Experience prior to the last ten years can be provided, but the focus of the evaluation for this criteria will be experience in the past ten years. The proposed Project Manager/Deputy Project Manager should be able to demonstrate the ability to lead a multi-faceted team, manage a schedule, and budget in a dynamic environment and provide at least three references from experience in the past ten years who could be contacted to respond to questions regarding ability to manage a multi-faceted team,



complex schedules and defined budgets. VTA's investigation of staff references may extend beyond those provided in the Proposal.

- 3. WORK PLAN:** Evaluation of this criterion will be based on the presentation of a well-conceived work plan showing that the Proposer has a full grasp of the key technical issues to lead to project success through the Proposer's allocation and use of staff resources to meet VTA's objectives and work requirements for the Project. The Proposal must succinctly describe the proposed approach for addressing the required work in an effective yet realistic manner, outlining the activities that would be undertaken in completing the various tasks and specifying who would perform the tasks, including highlighting and explaining the importance of certain tasks as critical tasks. The Proposal must include a detailed schedule for completing the major subtasks specified in the Scope of Services, a high-level schedule identifying the most critical tasks coinciding with the discussion on critical tasks, and a discussion on the overall proposed duration for completing the work with added information on how the duration could change as needed. Finally, evaluation of this criterion will also include an assessment of percentages and hours allocated to the major subtasks by staff (including key staff from subcontractors) to reflect the Proposers' overall understanding of the Project requirements and proposed flow of work.
- 4. PROJECT UNDERSTANDING / DELIVERY EFFICIENCIES:** Evaluation of this criterion will be based on the presentation of the Project issues and critical items that need to be addressed during the development of the Project and discussion on key steps to ensure optimizing of delivery effort. The Proposal will be evaluated based on: 1) solutions, strategies or recommendations for the identified Project issues and critical items; 2) a detailed discussion on the proposed stakeholder involvement; and 3) identification of potential pitfalls to the successful delivery of this Project and steps that will be taken to avoid the pitfalls including identifying the potentially most impactful three pitfalls. This Proposal must also show the relationship between the Project issues/critical items and the proposed work plan (staffing, tasks, and schedule) identified in the "Work Plan" criteria. The use of graphical aids, figures, and tables that clearly demonstrate the Proposer's Project understanding and proposed delivery efficiencies will factor into the scoring for this criterion. The proposal will evaluate innovative concepts, including using available or new technologies in lieu of constructed improvements as a project alternative, that improve operations and enhance safety.
- 5. LOCAL FIRM PREFERENCE:** 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. 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.

- 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.

Following evaluations of the stated criteria, VTA will open the sealed cost Proposal from the highest ranked Proposer and enter into negotiation for costs and any timely-submitted exceptions submitted by the Proposer.

In the event negotiations are unsuccessful and the parties have reached an impasse, negotiations are deemed concluded and cannot later be resumed with that Proposer. VTA may enter into negotiations with the next highest-ranked Proposer. If necessary, negotiations with successive Proposers in descending order of ranking may be conducted until contract award can be made to the Proposer whose price is considered fair and reasonable by VTA.

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

It is recommended that the Evaluation Criteria section of this RFP be reviewed very carefully for further details on the requested content below.

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, the total project cost, the percentage of work the firm was responsible for, the period over which the work was completed. Give a brief statement of the firm's adherence to the schedule and budget for each project. Proposer must provide the name, title, and phone number of three (3) clients to be contacted for references, although VTA does reserve the right to check other references beyond the three provided.

Information on the Project Manager/Deputy Project Manager and other key staff's availability to take on this project must be provided in Proposer's Proposal using the attached **Form 9 – Key Staff Availability**.

It is recommended that the Evaluation Criteria section of this RFP be reviewed very carefully for further details on the requested information related to firm qualifications, staff details and project team organization that must be provided in the Proposal.

3. WORK PLAN: By presentation of a well-conceived work plan, this section of the Proposal shall establish that the Proposer understands VTA's objectives and work requirements and demonstrate the Proposer's ability to satisfy VTA's objectives and requirements. The work plan shall describe the work assigned to the prime and each subconsultant. The work plan shall also include a timetable for completing all work specified in the Scope of Services. Proposer must state the Business Diversity Program



goal commitment as a percentage of total contract value. The Proposer may also suggest technical or procedural innovations that have been used successfully on other projects and which may facilitate the completion of this project.

- 4. PROJECT UNDERSTANDING/DELIVERY EFFICIENCIES:** This section must include the Proposer's understanding of the Project's critical issues and solutions, strategies, and recommendations to address the critical issues for successful and efficient project delivery. This section will also identify the Proposer's understanding of stakeholder involvement on the issues, key pitfalls to Project delivery, and related cost implications. The Proposer may also suggest technical or procedural innovations that have been used successfully on other projects and will be applied to facilitate efficient delivery of this Project. Proposers must demonstrate Project understanding and proposed delivery efficiencies including the use of graphical aids, figures and tables for an easy to follow and understand presentation. Any new ideas, including using available or new technologies to improve operations in lieu of constructed improvements as a project alternative, should be discussed in this section in the Proposal.
- 5. PROJECT STAFFING:** This section shall discuss how the Proposer would propose to staff this Project. Proposer's Project team members shall be identified by name, location, specific responsibilities on the Project and the estimated person-hours of participation. Proposer must include an organizational chart for the Project team and resumes for key personnel. Key personnel will be an important factor considered by the review board. In addition to the references required for the Qualifications of the Firm, Proposers shall provide at least three references for the Project Manager/Deputy Project Manager as stated in the Staffing and Project Organization evaluation criteria. The assignment of multiple tasks to project team members to ensure compactness of the proposed project team may be an important factor for the review board especially if such an organizational structure is shown to provide project delivery efficiencies and Project management efficiencies. Once the Proposal is submitted, there can be no change of key personnel without the prior approval of VTA.
- 6. ADMINISTRATIVE SUBMITTALS:** The Proposer must complete all the forms attached hereto and submit in the Proposal. Forms No. 3 through No. 7, and Form 11 must be printed and submitted in a separate and sealed envelope titled "Cost Proposal Packet" as part of 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.sdbde.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 PROGRAM REQUIREMENTS:

- a. Goal Assignment:** In connection with performance of this RFP, Proposer shall fully comply with VTA policy and procedures pertaining to utilization of SBE firms. A **3.78%** SBE contract specific participation goal has been established by the Office of Business Diversity Programs (“OBDP”) as stated in this RFP. Any certified Disadvantaged Business Enterprise (“DBE”) firm is eligible to participate towards the SBE participation goal. SBE firms must be certified or accepted as certified by VTA’s 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:

- http://www.dot.ca.gov/hq/bep/find_certified.htm

- b. 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 OBDP at the time of the Proposal due date to be counted toward the contract SBE goal. Proposers must comply with VTA's SBE Program Policy and Requirements on utilization of SBE.

- c. A Proposer who fails to achieve the SBE participation goal and who fails to demonstrate sufficient good faith efforts to meet such goal shall be deemed “non-responsive” and therefore ineligible for award of the Contract, see Good Faith Effort Guidelines, Section C.
 - d. Form 5, MWBE Listing of Prime and Subcontractors, Form 6, SBE Listing of Prime and Subcontractors, Form 7, Designation of Subcontractors and Suppliers, and other documentation in compliance with SBE Program Policy and Requirements must be submitted at time of Proposal submittal.
 - e. It is the Proposer’s sole responsibility for verifying sub-consultant certification as an SBE or DBE to VTA.
- 2. CONTRACTOR REPORTING:** Proposer will be required to submit electronic quarterly 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.

- 3. 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.

4. GOOD FAITH EFFORTS GUIDELINES

- a. Attendance at Pre-Bid/Pre-Proposal Meeting: Attendance at pre-proposal conference, if held by VTA.
- b. Identification of scope of work for subcontracts in order to meet the project goal: Selecting portions of the work that can be subcontracted to SBEs/DBEs in order to increase the likelihood that the overall SBE/DBE goal will be achieved. This includes where appropriate, breaking out contract work items into economically feasible units to facilitate SBE/DBE utilization.



- c. Advertisement of subcontracting opportunities: Advertisement in trade association publications and disadvantaged/minority and woman owned business focused media. Advertisements must identify specific subcontracting opportunities being solicited, project name and location, proposer contact person including name, address, phone, fax, and email, and Proposal solicitation submittal due date. Advertisements should appear a minimum of ten (10) days prior to Proposal due date.
 - d. Written Requests for Bids/Proposals: Provision of written notices to the maximum number of SBE and DBE firms to solicit interest for each subcontracting area identified sufficient to meet the established goal. Notices should be issued at least ten (10) days prior to Proposal due date.
 - e. Solicitation Follow-Up: Subsequent efforts to solicit SBE and DBE within all available subcontracting areas. The follow-up solicitation should occur within a reasonable time of the initial solicitation, in order to allow the Proposer to solicit additional SBE and DBE and identify additional subcontracting items to draw greater interest and sub-proposals.
 - f. Negotiation in Good Faith: Negotiating in good faith with interested SBE and DBE to facilitate SBE and DBE utilization. Utilize a sound basis for selection and/or rejection of SBE and DBE Proposals.
 - g. Performance of Other Bidders/Proposers in meeting the SBE Goal: In determining where the Proposer has made adequate efforts to meet the SBE and DBE goal, VTA will take into account the performance of other proposers in meeting the established contract-specific goal requirements.
 - h. Provision of assistance to DBEs to obtain bonding, lines of credit and/or insurance: Provision of assistance to interested SBE and DBE firms in obtaining bonding, lines of credit, and/or insurance as required by the Proposer.
 - i. Utilization of community outreach services: Utilization of outreach services within the DBE and SBE community, including consultant groups, local, State and federal SBE and DBE offices and other organizations that provide assistance in the recruitment and placement of SBE and DBE firms.
- 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 AND INDEMNIFICATION REQUIREMENTS: Contractor shall adhere to the insurance requirements set forth in Exhibit A5. 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.

Proposer's attention is also directed to the indemnification and defense of claims obligations set forth in Exhibit A8

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. If necessary, the closing date of this solicitation 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 will 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 shall have an opportunity to appear and be heard before the agency prior to the opening of Proposals in the case of protests based on the content of the request for Proposals 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 be addressed to:

Santa Clara Valley Transportation Authority
Attn: Thor Vue, 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:

A. Background Information

In 2013, VTA and Caltrans completed a Project Study Report/Project Development Support (“PSR-PDS”) as part of the Project Initiation Document (“PID”) phase in the area, which included the “SR 237/Middlefield Road Separation”. See **Appendix A** for the approved PSR-PDS.

The PSR-PDS identified four (4) design alternatives and one no-build alternative for the SR 237/Middlefield Road Separation as listed below:

1. **Alternative 5B:** Widens both sides of the SR 237/Middlefield Road overcrossing, constructs a new loop on ramp to westbound SR 237; realigns Frontage Road to eliminate one existing signal.
2. **Alternative 5C:** Widens both sides of the SR 237/Middlefield Road overcrossing; constructs a new loop on-ramp to westbound SR 237; realigns Frontage Road and Ferguson Drive by constructing a new roundabout to eliminate two existing signals.
3. **Alternative 5D:** Constructs two new roundabouts on both sides of SR 237/Middlefield Road overcrossing to eliminate two existing signals.
4. **Alternative 5E:** Constructs two new roundabouts on both sides of SR 237 to eliminate three signals; and modifies the diagonal on-ramp to westbound SR 237.

B. Proposed Project

The Project’s limits are approximately 0.3 mile west and 0.2 mile east of the SR 237/Middlefield Road interchange. See **Appendix B** for Project Location Map.

Contractor will focus on the development of one build alternative and a no build alternative for the Project Approval/Environmental Document (“PA/ED”) phase of this Contract. The build alternative can be developed from technology driven concepts or from **Alternatives 5B and 5C** identified in PSR-PDS. A concept that utilizes available and/or new technologies to manage traffic circulation, enhance safety, and improve operations to all modes that is also most cost effective is desirable. This concept could be selected as the build alternative in lieu of constructing new improvements that have significant right of way impacts, as shown in the PDR-PDS. Depending on what preferred build alternative is identified in the initial phase of this work, the result will determine the exact scope of work that will be needed for the follow-on tasks to complete the PA/ED phase. Note that **Alternatives 5D and 5E** are not required to be further studied in the PA/ED phase.

The build alternative selected must achieve the most cost-effective solution in providing safety, better traffic operations, bicycle/pedestrian/transit accessibility and connectivity improvements, optimizing use of existing right of way, and best fit for the land use of the surrounding area. Any concepts evaluated for the proposed build alternative must also: (i) consider an evaluation of bicycle and pedestrian access that follows the latest “Complete Streets” policy and guideline; (ii) improve bicycle and pedestrian facilities and transit on Middlefield Road, and possibly surrounding areas including local frontage roads; and (iii) provide better connections to local roads



and planned developments in the area. See **Appendix C** for the 2009 VTA's adopted Multi-Modal Design Practices and Principles. **Appendix D** is the VTA Complete Streets Resolution and Policy approved in 2017. Contractor will be required to assist VTA to comply with the requirements of reporting as outlined in the Measure B Complete Streets Reporting Requirements in **Appendix E**.

C. Work to be Performed

Contractor will provide services for the Project, including all fieldwork, investigation, special studies, and preparation of technical documents for completing PA/ED.

Contractor will perform all services in accordance with the standards outlined below:

APPLICABLE STANDARDS

The documents, reports, plans, specifications, and estimates must be prepared in accordance with Caltrans' regulations, policies, procedures, manuals, and standards including compliance with FHWA, if required. The standards described below are not all-inclusive but are intended only to illustrate types of sources.

- Roadway design must be in accordance with the latest editions of the Caltrans Highway Design Manual, the California Manual on Uniform Traffic Control Devices ("CA MUTCD"), and VTA standards.
- Plans must be prepared in conformance with the latest editions of the Caltrans Plans Preparation Manual and the Caltrans CADD User's Manual.
- All field and laboratory testing for geotechnical investigations must be performed and the materials report must be prepared in conformance with latest editions of the Caltrans Guidelines for Geotechnical Design Reports.
- Bridge plans, specifications, estimates, and calculations must be in accordance with the Caltrans Division of Structures ("DOS") Bridge Design Details Manual, Bridge Design Aids Manual, Bridge Memos to Designers, Bridge Design Specifications, Improved Seismic Design Criteria for California Bridges, and the latest Seismic Design Criteria ("SDC").
- Design of improvements that impact existing or proposed underground utilities must conform to Caltrans' Policy on High and Low Risk Underground Facilities within Highway Rights-of-Way.
- All right of way maps must conform to the latest Caltrans Right of Way Manual. Design of the project must be performed in accordance with Caltrans standards and practices.
- Submittals must be made in the number and type specified in the current edition of the Caltrans publication entitled Guide for the Submittal of Plans, Specifications and Estimates, and, where applicable, Externally Financed Projects Branch ("EFPB") Information and Procedures Guide of the Division of Structures, unless noted otherwise in the Contract.
- Applicable design standards must be approved by Caltrans via the process outlined in Caltrans Highway Design Manual and applicable memoranda and design bulletins published by Caltrans for the constructed improvements within State of California right of way.
- All designs for the constructed improvements within City of Mountain View right of way must conform to the City Standard Plans, Guidelines, Policy and Procedure, and City Ordinances.



- All constructed improvements must conform to Complete Streets best practices in order to improve bicycle, pedestrian, and transit elements of the system. Design of bicycle improvements must comply with most recent version of VTA Bicycle Technical Guidelines, which is incorporated herein by this reference and may be made available to Contractor upon written request to VTA.

The Scope of Services for the initial tasks of PA/ED phase for the Project are identified below. Contractor is responsible for performing all tasks, obligations, and services described below, unless otherwise specifically stated.

The key project components of the scope of services are as follows:

- TASK 1. Project Management
- TASK 2. Preliminary Investigations/Alternatives Development and Analysis

TASK 1: PROJECT MANAGEMENT

Contractor, under this PA/ED phase of this Contract, will provide project management for each task for the duration of the Contract. Management activities will consist of administration, coordination, supervision, project controls, attending meetings, and quality assurance and control as described below:

1.1 Project Administration/Project Coordination

Contractor will perform the following project administrative duties:

- Prepare and submit monthly progress reports that will identify work performed on each task the preceding month. Percent complete compared to percentages billed for each task must be shown.
- Prepare a monthly summary of total charges made to each task. This summary will present the Contract budget for each task, reallocated budget amounts, prior billing amount, current billing, total billed to date, and a total percent billed to date. An Engineering Progress and Performance Report (“EPPR”) or equivalent earned value analysis documentation will be attached as back-up sheets, which will include Contractor’s charges to each sub-task with an estimated percent complete of work.
- Provide a summary table indicating the amount of firm participation each month based upon current billing and total billed to date.
- Prepare additional design services proposal, as requested by VTA.

Contractor will not perform any work outside this scope of work without prior written authorization from VTA.

Contractor will coordinate with third party agencies, as required, for project development. Contractor will coordinate planning and preliminary design effort with project team members, including, but not limited to, the following:



- VTA and its consultants
- Caltrans (all offices, departments, divisions, and groups as directed by Caltrans Project Development, including Caltrans DOS)
- Affected utility companies including railroad companies, if required
- Santa Clara Roads and Airport Department, if required
- FHWA
- Santa Clara Valley Water District, if required
- Private property owners
- City of Mountain View
- Public Utility Commission, if required

Contractor will coordinate with other projects that are under development by VTA, Caltrans, and/or City, as required for project development. If required, Contractor will coordinate planning and preliminary design effort with other projects' team members, including, but not limited to the following projects:

- SR 237 Express Lanes Project – Phase 2
- US 101/SR 85 Express Lanes Project – Phase 3
- SR 237/Mathilda Avenue Interchange Improvement Project
- Any City and private redevelopments in the adjacent area

1.2 Project Management and Control

As part of its project management and control activities, Contractor will perform the following project management and control activities:

- Supervise, coordinate, and monitor activities and product development for conformance with Caltrans, VTA, Santa Clara County, and City standards and policies.
- Assure compliance with other codes and standards as acceptable to Caltrans and as approved by VTA.
- Prior to start of any work, interface with Caltrans and City staff to assure format consistency of all deliverable(s).
- Coordinate in-house design staff and subcontractors to assure free and timely flow of information for each task activity.
- Maintain project files in accordance with Caltrans' Uniform Filing System.
- Prepare a detailed Critical Path Method (“CPM”) schedule to reflect plan and progress of work and serve as a master schedule for the Project. Contractor will submit an updated electronic file schedule on a monthly basis to include key milestones and work completed.
- Prepare and maintain Action Item Log.
- Prepare and maintain Data Request Log.



- Prepare and maintain a Submittals Log Registry, which will include scheduled and actual submittal dates, review periods, and receipt of comments.
- Prepare Risk Register and Risk Management Plan in accordance with Caltrans guidelines and requirements.
- If required by VTA, assist VTA with the preparation of any other required documentation for cooperative activities, such as public outreach support, that are needed for the Project.

1.3 Meeting Preparation and Attendance

Contractor will prepare for and attend the following meetings:

- Monthly Project Development Team (“PDT”) meetings. Contractor will arrange meetings, provide discussion material, and prepare minutes.
- Bi-weekly project coordination conference calls, as required by VTA, to ensure timely communication on critical issues.
- Attend as-needed coordination meetings with VTA, Caltrans, Cities, and other agencies to resolve technical issues.
- Coordinate Design Workshop meetings with VTA, Caltrans, City, and other agencies to resolve outstanding issues.
- Prepare for and attend study session, stakeholder meetings, and Mountain View City Council Presentations.

For all the above referenced project meetings Contractor must prepare and submit meeting agendas to VTA one (1) week prior to the meeting date, prepare and distribute draft meeting minutes for VTA review within ten (10) working days after each meeting (allowing two (2) weeks for receipt of any comments), and. prepare and distribute final meeting minutes to the team incorporating relevant comments received on draft meeting minutes.

1.4 Develop and Maintain a Quality Management Plan (“QMP”)

Contractor will (i) establish and maintain a Quality Management Plan that meet VTA’s Quality Assurance (“QA”) Program requirements (available from VTA upon request), and (ii) conduct independent quality review of reports, plans, specifications, calculations, estimates, and other required deliverables. Contractor will:

- Update and submit a QMP for the Project within twenty (20) calendar days after the Effective Date of this Contract for VTA’s approval, whereby the Contractor proposes to implement the requirements of the Contract.
- Assure promulgation of and strict adherence to the approved QMP and procedures in the conduct of the work.
- Contractor must require all of its subcontractors to comply with the Contractor’s approved QMP. Any waiver of this requirement must be approved by the VTA QA Manager on a case-by-case basis. If VTA grants a waiver of this requirement, the subcontractor’s own QMP must be approved and certified by Contractor as meeting



VTA's QA Program requirements. VTA approval of the subcontractor's QMP is not required.

- Convene and document quality reviews and make findings and corrective actions available for VTA's review.

Contractor's approach to quality must meet or exceed industry standards and practices and those of VTA's QA Program requirements. Contractor will establish and maintain a QMP as part of the work plan. The QMP must establish a process to ensure:

- 1) Quality control procedures (i) strictly adhere to the Contractor's approved QMP, and (ii) are properly documented throughout the entire course of the Contract.
- 2) Independent checking (check, back-check, and verification) of calculations, plans, and specifications.
- 3) Distribution of all project correspondence and memoranda to appropriate personnel.
- 4) Those personnel responsible are independent of those having direct responsibility for the work being performed.
- 5) The Contractor's discipline/task managers approve and certify that required intra-disciplinary review (refers to internal (independent check) process within each discipline) and quality control activities have been satisfactorily performed prior to submittal to Contractor.
- 6) Contractor's Project Manager approves and certifies that required inter-disciplinary review (refers to external review process between disciplines that are conducted to ensure proper interface/continuity and to prevent conflicts among various disciplines) and above requirements have been satisfactorily performed prior to submittal to VTA or other approving agencies (e.g., Caltrans, cities, etc.).
- 7) Contractor's Quality Assurance/Quality Control Manager conducts and documents random audits of Contractor's and subcontractors' work to check and certify compliance with the approved QMP.

The QMP must also establish a means to (i) evaluate quality of the interface/integration and (ii) confirm that conflicts do not exist in areas where various items of work are shown on several discipline drawings.

Contractor will verify that all design is accomplished in accordance with appropriate design criteria and required processes.

Contractor will conduct and document periodic audits of the project team (Contractor and Subcontractors) and participate in VTA quality assurance audits prior to draft Project Report (PR), including all technical studies, and final PR submittal for conformance with Contract requirements, design criteria, constructability, and other project quality standards.



Task 1 Deliverables

- Detailed CPM design schedule
- Meeting agendas and draft/final meeting minutes
- Action Item Log
- Data Request Log
- Submittals Log Registry
- Invoices and progress reports, including EPPR
- SBE Quarterly and Final Utilization Reports
- Quality Management Plan
- Risk Management Plan and Risk Register

TASK 2: PRELIMINARY INVESTIGATIONS/ALTERNATIVES DEVELOPMENT AND ANALYSIS

For Task 2, Contractor will compile and review available existing data pertinent to the Project's PA/ED phase activities including: identifying and requesting supplemental information and surveys, establishing coordination with any adjacent projects, obtaining information and requirements for utilities, right of way, permits, geotechnical, available project reports, and conducting alternatives development and analysis. Contractor activities will include, but are not limited to the following:

2.1 Data Collection and Review

Contractor will obtain and review available data and information necessary for planning and designing the Project. This information may be obtained from VTA, Caltrans, cities, local agencies, utilities, and other agencies and organizations. Data to be reviewed includes, but is not limited to, the following:

- Any previous report(s) or documents related to the proposed project area
- Traffic operations data
- As-built plans
- Utility information
- Aerial photos and any available mapping, including digitized topography
- Survey control data
- Preliminary layout plans
- Layout line alignment
- Right of way information
- Pertinent historical correspondence
- Bridge maintenance reports
- Pavement structural cross-sections, when available.

Contractor will conduct site reviews to confirm existing conditions.

Contractor will assist VTA in obtaining a Caltrans Encroachment Permit, if required.
Contractor will apply and obtain its own Caltrans Encroachment Permit Rider and City of



Mountain View Excavation Permit to conduct site investigations of existing conditions, perform flight photography, collect traffic data, and perform field surveys. Contractor will assist VTA in obtaining Permit To Enter (PTE) packages for four (4) private properties that are required for environmental field studies.

2.2 Mapping and Control Surveys

Project mapping limits are along Middlefield Road from Logue Avenue (to the north) and N Bernardo Avenue (to the south), and along SR 237 from Maude Avenue (to the east) and Central Expressway (to the west). Photogrammetric limits will extend roughly 50 feet beyond State or local agency right of way along SR 237 and Middlefield Road. Contractor will:

1. Gather and review existing survey data to determine adequacy of existing controls within the project limit.
2. Perform field surveys for photo controls for mapping. It is anticipated that horizontal datum and vertical datum will be the most current as approved by Caltrans. Submit this photo control layout to Caltrans as part of the A-B-C mapping submittal and secure approval prior to actual commencement of field work.
3. In addition to photo controls, establish survey control lines for design topography, design, and construction purposes.
4. Perform Global Position System (“GPS”) survey to establish horizontal and vertical controls. Submit GPS report to Caltrans as part of A-B-C mapping process and secure approval from Caltrans for Submittal B - GPS report.
5. Provide flight photograph and prepare mapping at a scale of 1”=50’ with a 1-foot contour interval, planimetry, spot elevations, and break lines in Caltrans format. The mapping, digitally compiled in AutoCAD and/or Microstation formats, will conform to Caltrans’ A-B-C mapping process.

2.3 Preliminary Engineering/Alternatives Development and Analysis

2.3.1 Develop Purpose and Need

Following the data collection, Contractor will prepare the draft Purpose and Need statement for VTA review. The original Purpose and Need statement from the PSR-PDS can serve as a starting point but will be refined based on data collected and stakeholder/community needs. The Purpose and Need statement will be reviewed with the PDT.

Contractor will produce at least one but no more than two iterations plus minor revisions of the Purpose and Need statement, as directed by VTA.

2.3.2 Develop Evaluation Criteria

In consultation with the PDT, Contractor will develop the evaluation criteria as part of the alternatives development and analysis. Evaluation criteria may include:

- Adequacy of right of way



- Traffic operations
- Multimodal goals
- Operational benefit
- Potential environmental impacts
- Local access and circulation
- Cost-benefit

Contractor will produce at least one but no more than two iterations plus minor revisions of the evaluation criteria, as directed by VTA.

2.3.3 Develop Alternatives

Contractor will develop a range of design alternatives that seek to address the Project's Purpose and Need. Alternatives can include proposed improvements to be constructed, or an alternative that primarily incorporates technologies to manage traffic circulation and improve operations with minimal requirement of right of way acquisitions. The alternatives must be developed with the intent of performing a comparative assessment of alternatives that will examine a range of factors including those related to costs, right of way, design requirements, environmental impacts, safety, and consistency with adjacent land uses, non-motorized travel, and traffic operations. Alternative development will include:

1. Develop Alternatives

Contractor will develop alternatives and conduct a high-level screening to include both qualitative and quantitative measures. Alternatives will include previously studied alternatives plus new alternatives that meet the refined Project's goals. Alternatives may include both local street and interchange improvements. It is assumed that only one Alternative (5B or 5C) or individual local traffic/multimodal improvement will be selected and developed for PA/ED.

2. Conduct Alternative Development Workshop

Contractor will prepare for and conduct an alternative development workshop with members of the PDT. The workshop will consist of:

1. A presentation providing background on the Project.
2. Formation of up to four break-out groups of individuals.
3. Brainstorming of concepts. Workshop members will review previously developed alternatives and will develop new alternatives.
4. Presentation of new or refined alternatives by each group.
5. A scoring/ranking of each alternative presented.

The workshop will be facilitated by the Contractor's Project Manager. Contractor must prepare meeting materials ahead of the meeting which will include a meeting agenda, copies of visual exhibits of the previously developed alternatives, and copies of blank aerial maps of the project area.



Contractor will document the results of the workshop in a memorandum that will serve as meeting minutes, documentation of ranking of alternatives against the evaluation criteria, and recommendations for preferred Build Alternative. Contractor will incorporate this information into the Alternatives Screening Memorandum outlined in Task 2.8.

3. Design Exception Risk Assessment

As part of the alternatives screening process, Contractor will identify design exceptions that may be required and perform a Design Exceptions Risk Assessment (DEAR). Design exceptions critical to the implementation of viable alternatives will be discussed with regard to potential approval by Caltrans and any risk that may result if the exception is not approved. It is anticipated that Caltrans District 4 and Headquarters Design, Traffic Safety, and Traffic Operations would be engaged through this process.

4. Qualitative Multimodal Assessment

Following the development of alternatives, Contractor will conduct a Qualitative Multimodal Analysis (QMA) to rank alternatives based on bike/pedestrian friendliness and accessibility to local and regional transit. It is assumed that the findings from the Qualitative Multimodal Assessment will be summarized in the Alternatives Screening Memorandum (See Task 2.8).

2.4 Traffic Operations Assessment

Contractor will conduct a high-level, qualitative traffic operations assessment of potential alternatives to help identify those to be carried forward to the PA/ED phase. The traffic operations assessment will rely primarily on professional judgement and analysis performed from prior studies or most currently available information from VTA and Caltrans for the SR 237/Middlefield Road interchange area. This assessment will take into consideration a variety of factors including, but not limited to, changes in spacing of ramps and intersections, weave distances, lane requirements, potential queuing, changes in accessibility both to the freeway and local streets, and changes to the multi-modal network. Locations that may be potential constraints or bottlenecks will also be identified. This screening will focus on the relative differences between alternatives, not exact measures of performance.

2.5 Cost Estimates

Contractor will develop preliminary planning-level cost estimates to estimate the capital, right of way, and support costs for each alternative. The cost estimates prepared must be in a one-page planning-level format. For at least one and up to three alternatives evaluated, Contractor will prepare a draft 6-page cost estimate that will serve as a starting point for the PA/ED phase when cost estimates are needed for the PR.

2.6 Environmental Screening



Contractor will perform an Environmental Screening to provide input regarding potential constraints and/or resources of significance that should be taken into account. The screening will be based on an assessment of the conceptual plans for each alternative, site visits, and existing studies for the project area. The findings from the Environmental Screening will be summarized in the Alternatives Screening Memorandum (See Task 2.8).

2.7 Assess Right of Way and Utility Impacts

Contractor will assess right of way and utility impacts of the alternatives using the updated right of way and utility mapping. Contractor will contact utility companies to request facility maps and Contractor will update the existing utility base map to include any new or relocated facilities.

2.8 Alternatives Screening Memorandum

Contractor will prepare an Alternatives Screening Memorandum to summarize the traffic operations, potential environmental impacts, right of way needs, utility relocations, design exceptions, and capital and support costs. Contractor will distribute the draft Alternatives Screening Memorandum to the project stakeholders for review.

Contractor will prepare at least one but no more than two iterations of the Alternatives Screening Memorandum.

2.9 Public Outreach Support

Contractor will provide public outreach support to VTA who will lead the public outreach efforts. Contractor will prepare up to eight visual exhibits (constraints, traffic, schedule, etc.) and attend up to four public outreach and community meetings during the Alternatives Development and Analysis phase of the project.

Task 2 Deliverables

Contractor will perform in-house quality control review and submit the following project documents in accordance with the approved schedule:

- Caltrans A-B-C Mapping
- 3-D Photogrammetric Mapping in Caltrans Standard Format
- Draft and Final Purpose and Need statement
- Draft and Final evaluation criteria
- Draft and Final alternative exhibits for three conceptual alternatives
- Alternatives development workshop agenda
- Copies of visual exhibits for alternatives development workshop
- Draft and Final Alternative Screening Memorandum
- Visual exhibits (up to eight) for public workshops

OPTIONAL TASKS

VTA may, at its option and in its sole discretion, require Contractor to perform Tasks 3 – 8 below. VTA may exercise this option or any portion thereof by providing written notice to



Contractor. For the avoidance of doubt, Contractor will not perform any of the following tasks without the prior written authorization of VTA. Even though Tasks 3 – 8 may be conducted separately, this proposal shall include all applicable resources necessary to complete Tasks 1 – 6.

Contractor will prepare a PR and a Categorical Exemption (“CE”) to comply with California Environmental Quality Act (“CEQA”) requirements in accordance with Caltrans guidelines. The PR and environmental document will evaluate one No Build Alternative and one Build Alternative that addresses either 1) modifies ramps and local intersections and accommodates planned bicycle and pedestrian facilities, or 2) uses technologies to manage traffic flow and improve operations and enhance safety.

- TASK 3. Traffic Studies
- TASK 4. Environmental Technical Studies
- TASK 5. Project Report
- TASK 6. Environmental Document
- TASK 7 (Task number subject to change). Plans, Specifications, and Estimates
- TASK 8 (Task number subject to change). Design Support During Construction

If VTA exercises its option for Task 7, Contractor will perform Task 7 based on the selected alternative.

TASK 3: TRAFFIC STUDIES

This task assumes that a No Build and one Build Alternative will be evaluated. This scope assumes the following key assumptions (final scope will depend on which alternative is selected) to be finalized as part of the Traffic Analysis and Methodology Memorandum:

Study Intersections (7)

- Middlefield Road/Logue Avenue
- Middlefield Road/Ferguson Drive
- Middlefield Road/ Synopsys Building Driveway
- Middlefield Road/SR 237 westbound on-ramps
- Middlefield Road/SR 237 eastbound on/off-ramps
- Middlefield Road/LinkedIn building driveway
- Middlefield Road/N. Bernardo Avenue

SR 237 Freeway Study Locations

- Westbound SR 237 from west of Maude Avenue off-ramp to east of the Whisman Rd/ Dana St off-ramp.



- Eastbound SR 237 – From west of northbound SR 85 off-ramp to east of the Middlefield Rd/Maude Ave off-ramp.

Analysis Tools

- Study intersections – Synchro/SimTraffic with version 9.0 software; or TRAFFIX 8.0
- Freeway – FREQ traffic analysis software

Available Data to be Provided by VTA/Caltrans

- Most recent traffic and transportation studies completed within the proposed project study area.
- Latest SR 237 mainline and ramp volume data for freeways ramps in study area (data is less than three years old) from Caltrans.
- Latest INRIX speed data for study area available from VTA provided by Metropolitan Transportation Commission (“MTC”).
- Study intersection turning movement data.
- Traffic forecasting model from VTA.

Contractor’s activities will include, but will not be limited, to the following:

3.1 Traffic Analysis and Forecast Methodology Memorandum

Contractor will submit a Traffic Analysis and Forecast Methodology Memorandum for VTA’s and Caltrans’ review and approval that will document the data collection plan, study locations, forecasting approach, and analysis methods.

3.2 Data Collection

- Contractor will collect new midweek (Tue-Wed-Thu) AM (6:00 AM – 10:00 AM) and PM (4:00 PM – 7:00 PM) peak period turning movement counts (vehicle, bus, truck, bicycle, and pedestrian) at the study intersections.
- Contractor will obtain new midweek AM (5:00 AM – 10:00 AM) and PM (3:00 PM – 7:00 PM) peak period SR 237 mainline counts between the Middlefield Rd/Maude Ave and Dana St/Evelyn Ave/Whisman Rd interchanges.
- Contractor will obtain new midweek 48-hour tube counts at each SR 237/Middlefield Rd/Maude Ave ramps.
- Contractor will request information on the existing traffic signal timing inputs and timing plans from Caltrans and all applicable the Cities.
- Contractor will request information on the existing ramp rate plans from Caltrans for each ramp on SR 237 between the Middlefield Rd/Maude Ave off-ramp and the Dana St/Evelyn Ave/Whisman Road interchange.
- Contractor will obtain new midweek AM (5:00 AM – 10:00 AM) and PM (3:00 PM – 7:00 PM) peak period occupancy counts (drive-alone vehicles, carpool with two



- passengers, carpool with three or more passengers, vanpool, buses, motorcycles, and trucks) at each Middlefield Rd/Maude Ave on-ramp.
- Contractor will obtain new midweek 48-hour counts at the Synopsys Building driveway locations (one on Middlefield Road, one on the Frontage Road, and two on Logue Avenue).
 - Contractor will request from VTA or Metropolitan Transportation Commission (“MTC”) access to the INRIX speed data on SR 237 to determine existing travel speeds on the corridor. New travel time runs (floating car) will not be performed.

To determine daily volumes in the project study area, Contractor will collect 48-hour tube counts on Middlefield Road on the north side and south side of SR 237. Contractor will conduct site reconnaissance of the project location and surrounding roadway network to review existing intersection control, lane configurations, traffic signal timings, and other roadway characteristics. Contractor will observe peak hour traffic operations and vehicle queue lengths to help calibrate/validate the traffic operations models.

Contractor will prepare a collision summary based on data for the most recent available three-year period for SR 237 in the study area including Middlefield Road between Logue Avenue and Bernardo Avenue.

Contractor will compile the collected data and evaluate for reasonableness.

3.3 Intersection Control Evaluation (“ICE”) Memorandum

Contractor will prepare, submit, and secure Caltrans approval of an ICE memorandum. It is anticipated that the Alternative Analysis Matrix/Report, prepared in the PID phase of the project, can be used as justification for selection of alternatives and satisfactorily meets the purpose of the evaluation. Contractor will prepare a memorandum cover sheet and brief explanation of conclusions with the Alternative Analysis Report attached.

3.4 Existing Conditions Analysis

Contractor will analyze the existing study intersections under AM and PM peak hour conditions using the Synchro/SimTraffic software. Contractor will determine existing intersection queuing and delay, where appropriate, using the Synchro models to convert to micro-simulation (SimTraffic). The traffic simulation analysis needs to be consistent with the countywide Traffic Level of Service guidance document (available on the VTA website). Peak hour factors will be based on the traffic counts. Peak hour delay and level of service will be calculated for each intersection consistent with Highway Capacity Manual (“HCM”) analysis procedures. The traffic simulation results will be based on a statistically valid set of multiple runs using different random value seeds.

Contractor will build four-hour AM and PM peak period FREQ models for SR 237 for the limits presented above. The FREQ model will be validated and calibrated to current conditions. FREQ will take into account the effects of ramp metering and bottlenecks on



SR 237 traffic operations. The FREQ model will be used to determine existing freeway traffic operations.

3.5 Existing Conditions Report

Contractor will summarize and present the existing conditions analysis for both the mainline freeway segments and local street intersections in an Existing Conditions Report. The report must also summarize the data collection procedures and results, field observations, and accident data.

Contractor will submit the draft Existing Conditions Report for PDT review and written comments. Contractor will respond to PDT's comments and re submit draft Existing Condition Report incorporating written comments.

Contractor will respond to all comments and finalize the Existing Conditions Report.

3.6 Traffic Forecasts

Contractor will document in the Traffic Demand Forecasting Validation Memorandum that Contractor intends to utilize the latest available VTA model to first validate the existing year (2020) or latest model and then use the validated model to develop design year and opening year peak hour traffic forecasts.

Existing and Future Year Model Checks

Contractor will perform the existing year validation which will include checking and updating the model inputs, limited to highway network and land use input as follows:

- Highway network may be reviewed along seven study intersections and SR 237 freeway segments listed in Task 3 listed above. The following checks will be performed and where necessary the network will be updated:
 - Missing links and intersections:
 - All highway networks will be reviewed to ensure the highway links and study intersections are coded.
 - Number of lanes:
 - Existing year highway network will be checked against readily available aerial images.
 - Future year configurations will be updated as specified in City's capital improvement plan and East Whisman Precise Plan (EWPP).
 - Posted speed:
 - Existing year posted speeds will be checked against field observations.
 - Future year posted speeds will be updated as specified in City's capital improvement plan and EWPP.
 - Facility type:
 - All highway networks will be reviewed for consistency in facility type coding. Abrupt changes will be flagged and checked against published City's capital improvement plan.



- The land use data will be reviewed for all Traffic Analysis Zones within City and compared to the existing City's General Plan, Precise Plans and General Plan Amendments. The data will be summarized in a table and updated where necessary. The following land use variables will be reviewed:
 - Total households
 - Total employment and employment by type
 - Total household population
 - School enrollment
 - College enrollment

Existing Year Model Validation

Contractor will perform a model recalibration and sub-area validation using the existing data collected for the project to check the model's results within the study area. Contractor will validate the forecasts against the 2010 Caltrans Regional Transportation Plan Guidelines. Contractor will review the results with Caltrans and if the revised model meets the specified validation targets, proceed with the future year forecasting. If the revised model still does not fully meet all of the targets, Contractor will review the progress made with Caltrans and request approval to proceed with forecasting.

Develop Design and Opening Year Forecasts

Contractor will prepare the design year forecasts using the validated/calibrated model. Contractor will calculate the growth in link volumes projected by the model between the base year and the design year and add that growth to the existing volumes to determine design year volumes for the AM and PM peak periods. Contractor will first develop the design year forecasts for the No Build conditions. Contractor will also develop the traffic forecasts for the Build Alternative through manual redistribution of the No Build forecasts to reflect the roadway geometry of the Build Alternative. Contractor will develop the opening year forecasts through linear interpolation of existing and design year forecasts.

3.7 Traffic Forecasting Documentation

Contractor will document the input assumptions from the forecasting model, address issues noted during the model validation, and submit the resulting draft traffic forecasts and technical memorandum to VTA and Caltrans for review and written comments. Contractor will respond to written comments from VTA and Caltrans on the draft traffic forecast memorandum and resubmit the memorandum to VTA and Caltrans for review and written comments. Contractor will respond to written comments and resubmit the final traffic forecasting memorandum for review and approval before proceeding to the future year operations analysis.

3.8 Future Year Operations Analysis

Contractor will use the peak hour traffic forecasts developed in PA/ED Task 3.6 above to update the existing traffic intersection analysis models (AM and PM peak hour) for the No Build and Build alternatives for the design year and opening year. Any approved and



funded transportation projects within the study area will be included by Contractor under the appropriate analysis year per VTA's direction.

For the freeway segments and ramps, Contractor will develop peak period forecasts (for use in the FREQ models) from the peak hour forecasts based on the existing relationship between peak period and peak hour volumes. Contractor will use the peak period traffic forecasts developed to update the existing SR 237 FREQ traffic analysis models (AM and PM) for the No Build and Build alternatives. The future unconstrained demand forecasts from the VTA model are expected to exceed the capacity of the SR 237 mainline. Contractor will use the FREQ traffic operations model to constrain traffic volumes under future conditions in the study area. Contractor will use the constrained ramp volumes to adjust the model forecasts at the ramp terminal intersections within the Synchro/SimTraffic network. Contractor will use the updated FREQ models to determine future year traffic operations on SR 237.

A combined micro-simulation model for both the local streets and freeway mainline is not included.

Bicycle, Pedestrian, and Transit Evaluation and Neighborhood Impacts

Contractor will assess bicycle, pedestrian, transit, and potential neighborhood impacts due to interchange modifications. Contractor will work with the PDT to develop a list of metrics appropriate for use in this evaluation. Contractor will use project traffic data to qualitatively assess conditions and provide feedback to the PDT.

3.9 Preparation of Traffic Operations Analysis Report

Contractor will prepare documentation of the existing conditions analysis, traffic forecasts, and the future year operations analysis into an administrative Draft Traffic Operations Analysis Report ("TOAR"). Contractor will submit the first Administrative Draft TOAR to VTA and Caltrans for review and written comments. Contractor will respond to written comments from VTA and Caltrans on the first Administrative Draft TOAR and prepare the second Administrative Draft TOAR and submit to VTA and Caltrans for review and written comments. Contractor will respond to written comments from VTA and Caltrans on the second Draft TOAR, reconcile comments with reviewers, and submit Final TOAR for VTA and Caltrans final review. Contractor will submit the Final TOAR in both hard copy and electronic formats.

Task 3 Deliverables

Contractor will perform in-house quality control review and submit the following project documents in accordance with the approved schedule:

- Traffic Analysis and Forecast Methodology Memorandum
- ICE Memorandum
- Draft and Final Existing Conditions Report



- Travel Demand Forecasting Validation Memorandum
- Draft and Final Traffic Forecasts Memorandum
- First Administrative Draft Traffic Operations Analysis Report
- Second Administrative Draft Traffic Operations Analysis Report
- Final Traffic Operations Analysis Report

TASK 4. ENVIRONMENTAL TECHNICAL STUDIES

Contractor will prepare environmental technical studies to support the preparation of a Categorical Exemption (CE) document to comply with CEQA for the project. Contractor will study the Build Alternative and a No Build Alternative.

Contractor will prepare all necessary environmental technical studies in accordance with guidance from Caltrans Standard Environmental Reference (“SER”) and with input from VTA Environmental Programs staff, resource agencies (if applicable), and local jurisdictions. In accordance with Caltrans guidelines, the technical studies must be completed, reviewed by VTA Environmental Program staff, and approved by Caltrans staff prior to submittal of the environmental document to Caltrans. Contractor will submit an administrative draft of each environmental technical study to VTA and Caltrans for review. In order to achieve timely Caltrans approval, Contractor will coordinate with VTA and Caltrans staff prior to the submittal of each draft environmental technical study to address Caltrans’ concerns and requirements and minimize revisions to the final environmental technical documents.

A comment/resolution matrix will accompany Caltrans and VTA review comments so that a record of requested revisions is available for each environmental technical study, unless another comment/response tracking method is determined appropriate by VTA and Caltrans. Contractor will revise the draft environmental technical studies per VTA’s and Caltrans’ review comments. Contractor will provide a completed matrix, if applicable, with each environmental technical study report indicating how comments have been addressed. If required, Contractor will attend a meeting with reviewers to address unresolved comments.

4.1 Environmental Study Limit: Contractor will determine the Environmental Study Limits (“ESL”) to accommodate the proposed improvements. Contractor will conduct a field review of the ESL to assess existing environmental conditions and ensure exchange of available data. When Contractor has sufficiently defined the footprint of the Build Alternative, Contractor will identify the appropriate environmental technical studies and will work with VTA and Caltrans to develop an agreed upon scope of work for each study.

4.2 Biological Resources

4.2.1 Natural Environment Study – Minimal Impacts

Contractor will prepare the Natural Environment Study – Minimal Impacts (“NES-MI”) in accordance with the template published on the Caltrans SER website.

This scope assumes that the project will not include bridgework south of the Stevens Creek Trail,



that no federal candidate or listed threatened or endangered species will be present within the biological study area and; therefore, the preparation of a Fish Passage Assessment and Biological Assessment will not be required. This scope assumes that no U.S. Army Corps of Engineers permit is required under Section 404 of the Federal Water Pollution Control Act (Clean Water Act). There will be no impacts to “Waters of the State” (California Water Code 13050-13051) as defined by the Regional Water Quality Control Board; therefore, Section 401 Water Quality Certification of the Clean Water Act and a California Department of Fish and Wildlife Lake and Streambed Alteration Agreement will not be required. It is also anticipated that an incidental take permit will not be required under Section 7 of the federal Endangered Species Act.

4.2.2 Tree Survey

Contractor will conduct a tree survey within the ESL and record the tree locations, species, and diameter at breast height of the trees to be removed. Contractor will prepare a Tree Survey Exhibit. Contractor will coordinate with VTA and Caltrans staff for the field studies and documentation. Contractor will prepare a draft tree survey memo and submit for VTA and Caltrans review. Contractor will address VTA’s and Caltrans’ review comments and submit a final tree survey memo for Caltrans’s signature.

4.3 Cultural Resources

Contractor will ensure that all work is conducted by professionals who meet qualifications within the Secretary of Interior’s standards and guidelines. Tasks under this scope of services will follow Caltrans guidelines as set forth in SER, Volume 2, “Cultural Resources Procedures,” and in the “Programmatic Agreement Among the FHWA, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and the California Department of Transportation Regarding Compliance with Section 106 of the National Historic Preservation Act as it Pertains to the Administration of the Federal-Aid Highway Program in California”, both of which are incorporated herein by this reference and may be made available to Contractor upon written request from VTA. VTA will coordinate with Caltrans to determine if the project may result in impacts to identified cultural resources within state-owned right-of-way that require State Historic Preservation Officer consultation.

4.3.1 Definition of the Project Area Limits (“PAL”)

Contractor will define and prepare PAL mapping based on a detailed project description, including all construction staging areas. Contractor will provide a draft archaeological and architectural PAL to VTA for review. VTA will coordinate with Caltrans to approve the PAL mapping, and Contractor will incorporate VTA’s and Caltrans’ comments into subsequent revisions of the PAL. Two versions of the PAL are assumed.

4.3.2 Archaeological Survey Report (“ASR”)

Contractor will conduct a records search that will include a review of site records, survey reports, National Register listings, and other relevant documents on file at the Northwest Information Center of the California Historical Resources Information System, housed at Sonoma State University, Rohnert Park, California. The area of the review will be the PAL plus a one-quarter mile radius buffer. This review will indicate whether any additional



portions of the project limits have been recently surveyed and whether there are any recorded archaeological resources within or immediately adjacent to the APE.

Contractor will conduct an assessment of the potential sensitivity for buried archaeological resources within the PAL of the project. Contractor will conduct this sensitivity analysis with the following items : 1) Native American consultation, to be conducted by VTA Environmental Programs staff and summarized in a call log to be provided to the Contractor; 2) assessment of the potential for buried archaeological resources, conducted by the Contractor; and 3) documentation of these efforts within the ASR by the Contractor.

Contractor will prepare the ASR to Caltrans District 4 standards to support the CEQA CE and document the methods and results of the study. The report will cover correspondence with the Native American Heritage Commission (“NAHC”) and interested Native Americans, the results of the prior cultural resources reports, the assessment of potential for buried resources, and management recommendations. NAHC’s recommendations may include additional identification efforts through geoarchaeological trenching.

4.3.3 Native American Consultation

Contractor will provide Native American consultation support to VTA. VTA will conduct all consultation with Native Americans, including AB 52 consultation; however, if requested by VTA, Contractor will prepare a NAHC request for a Sacred Lands file search. VTA will send out the consultation letters on Caltrans or VTA letterhead (as determined by Caltrans), conduct all follow-up phone calls, and prepare the call log and provide it to the Contractor.

4.3.4 Historic Resources Compliance Report (“HRCR”)

Contractor will prepare an HRCR to summarize the results of the ASR. The HRCR will document the CEQA impact findings and any state-owned historical resources findings associated with the Project. If state-owned historical resources are located within the PAL, VTA Environmental Programs staff will coordinate with Caltrans staff to consult with the State Historic Preservation Office.

4.4 Noise

Under the Caltrans Traffic Noise Analysis Protocol (effective July 2011), a Noise Study Report (“NSR”) is required for all Type 1 projects as defined by the Traffic Noise Analysis Protocol. Contractor will prepare a NSR to determine existing and future project noise levels to identified receivers that would be exposed to a substantial increase in noise or noise levels approaching or exceeding the noise abatement criteria [e.g. Category B (Residential) - 67 dBA Leq(h)].

The NSR must address both the state and federal noise abatement criteria and evaluate noise impacts in accordance with CEQA pursuant to policies set forth in the City’s general plan. As part of this noise analysis task, Contractor will perform the following subtasks:



- **Measure Existing Noise Levels:** Ambient noise measurements will be made at six to eight locations along the project alignment. Long-term measurements will be made at up to two locations and short-term noise measurements will be made at six locations. These data will be summarized to establish existing conditions at noise-sensitive residential receivers in the project vicinity.
- **Model Existing and Future Operational Noise Levels:** FHWA's Traffic Noise Model ("TNM") will be used to calculate existing noise levels and predict future noise levels with and without the project. The model will be calibrated to measure noise and traffic conditions and then used to predict existing and future noise levels (for the loudest hour). Traffic noise modeling will be conducted in accordance with Caltrans recommended procedures.
- **Calculate Construction Noise and Vibration:** Noise and vibration levels at nearby commercial and residential land uses will be calculated for each phase of construction. Construction noise will be predicted using the Roadway Construction Noise Model. Construction vibration levels will be calculated based on published data. The calculations will depend on the availability of construction plans and schedules.
- **Assessment:** Noise and vibration impacts will be assessed pursuant to the requirements of Caltrans' Traffic Noise Analysis Protocol and the CEQA Guidelines. Most importantly, the study will determine whether there would be a substantial temporary or permanent increase in ambient noise levels at sensitive receptors in the area that would result from the project. Noise levels will be compared to applicable noise thresholds set forth in the City's General Plan, Municipal Code, and federal regulations. Where noise impacts are identified, noise abatement will be considered for feasibility and reasonableness. A feasible noise barrier must achieve a minimum five dBA of noise reduction. A noise barrier must also provide a minimum seven dBA of noise reduction at one receptor to meet the reasonableness design goal. The reasonableness cost allowance of feasible noise barriers will be calculated. Mitigation measures to reduce construction period noise will be identified, if necessary.
- **Deliverable:** A NSR, in Caltrans format, will be prepared for submittal to VTA and Caltrans. Contractor will respond to comments on the draft and submit a final NSR to VTA and Caltrans.

Contractor will prepare a Noise Abatement Decision Report, as required, based on input contained in the NSR to document abatement decisions.

4.5 Air Quality/Construction-Related Greenhouse Gas Emissions Memorandum

Contractor will prepare an Air Quality Report using Caltrans format and addressing the FHWA/Caltrans requirements as well as local CEQA criteria. Contractor will complete



the following tasks:

- **Air Quality Setting:** Contractor will develop baseline conditions that describe meteorology/climate of the project area; existing air quality conditions; federal, state, and local air quality rules and regulations; and approved air quality plans. Air pollutants and their effect on human health will also be described.
- **Assess Regional Air Quality Impacts:** Contractor will review MTC's most recent Plan Bay Area or Transportation 2040 and the Transportation Improvement Program to determine if the conformity requirements will be met and develop suitable conformity language for the air quality analysis. This may include consultation with MTC, VTA, and Caltrans if the project's inclusion in the latest transportation plans and programs is required.
- **Carbon Monoxide Hot Spot Analysis, Project Level Conformity:** The carbon monoxide ("CO") hot spot analysis will follow the guidelines in the CO Protocol developed by University of California Davis, which is incorporated herein by this reference as if fully set forth herein and which may be made available to Contractor upon written request to VTA. Hot spot locations will include receptors nearest the freeway and selected intersections. CO emissions will be calculated using the EMFAC2014 model and the Caline4 model.
- **Mobile Source Air Toxics Assessment:** Mobile Source Air Toxics ("MSAT") emissions will be calculated using Caltrans software, the CT-EMFAC model. A discussion regarding MSAT will also be included following the latest guidance provided by FHWA (Dated October 18, 2016). The Build Alternative and No Build Alternative emissions will be compared and evaluated based on current state and local guidance. The effect of transportation control measures in reducing project emissions will also be described.
- **PM_{2.5} Analysis:** A determination of the project's designation as to whether it would be considered a project of air quality concern ("POAQC") or not will be completed through consultation with the region's Air Quality Conformity task force. If the project is found not to be a POAQC, then a qualitative analysis will be conducted following the guidance outlined in the November 2013 FHWA PM_{2.5}/PM₁₀ Qualitative Analysis Guidance.
- **Assess Project Greenhouse Gas Emissions:** Greenhouse Gas ("GHG") emissions will be calculated with the CT-EMFAC model. A description of the climate change effect associated with the project in accordance with Caltrans' current annotated guidelines will be provided as part of the air quality analysis. Both changes to traffic volume and traffic speed affect GHG emissions. The results of Build Alternative and No Build Alternative emissions will be compared and evaluated based on



current state and local guidance. The effect of transportation control measures in reducing project emissions will also be described.

- **Construction Air Quality Impacts:** Construction period impacts will be addressed by computing emissions using the latest version of the Road Construction Emissions Model, Version 8.1.0. This will provide an estimate of daily emissions that could be compared against Bay Area Air Quality Management District (“BAAQMD”) thresholds. Localized impacts from construction activities will be addressed through application of the City’s standard fugitive dust control measures and BAAQMD best management practices. To address toxic air contaminants from construction equipment, a screening level health risk assessment will be performed. Impacts to adjacent sensitive receptors will be predicted.

4.6 Paleontological Evaluation

- Contractor will prepare a combined Paleontological Identification Report/Paleontological Evaluation Report (“PIR/PER”). Tasks will include:
 - Contractor’s qualified paleontologist will conduct a survey of the site.
 - Contractor will conduct a record search by requesting the information from the Museum of Paleontology at the University of California Berkeley. Contractor will also review applicable geological maps, prior paleontological studies, and publish sources in the PIR/PER.
 - The PIR/PER will characterize the results of the records search and previous consultation efforts to determine baseline conditions/paleontological sensitivity, assess potential impacts to paleontological resources resulting from the project, and make appropriate recommendations to avoid or minimize any potentially significant impacts.

4.7 Phase I Initial Site Assessment

Contractor will prepare a Phase I Initial Site Assessment (“Phase I ISA”) that includes an analysis of hazardous waste/materials present within the project area. Contractor will include a discussion of historical uses of the project area in the analysis to determine the likelihood of certain hazardous waste/materials being present on-site. The Phase I ISA will include recommendations for minimization and/or mitigation measures.

VTA will issue contract amendment for additional efforts to prepare a complete ISA if required.

4.8 Water Quality Assessment Report

Contractor will prepare a Water Quality Report to evaluate the following in order to provide the existing physical and regulatory environmental information. Contractor will evaluate and address the water quality impacts for the proposed improvements and



recommend possible minimization and/or mitigation measures to reduce the adverse impacts to water quality. The assessment will include:

- Current and upcoming laws that relate to water quality;
- Conditions of the watershed, existing drainage, and hydrology;
- Land use, geography, and topography of the project area;
- Beneficial uses for all potentially affected waters;
- Water quality objectives for potentially affected waters in which includes groundwater;
- Monitoring data from other agencies; and
- Potential sources of pollutants.

In addition, the Contractor will conduct a field review of the project area and include observations from the field review in the Water Quality Report.

4.9 Minor Visual Impact Assessment

Contractor will prepare a Minor Visual Impact Assessment (“Minor VIA”) utilizing the template for a Minor VIA published on Caltrans’ website.

Contractor will prepare six computer-generated visual simulations for inclusion in the Minor VIA and to support the CE and public outreach tasks. The viewpoints for the simulations will be selected by Caltrans and VTA. This task will include: data collection, interpretation and editing; 3D modeling, texturing and lighting; virtual camera matching and validation; and scene set-up, rendering, compositing and touch-up.

4.10 Community Impact Assessment

Contractor will prepare a Community Impact Assessment (“CIA”) utilizing the template published on Caltrans website. The CIA will document the project’s effects on the existing community. The CIA will address and document:

- Land use property acquisition;
- Social effects/community character and cohesion;
- Effects on public services;
- Economic effects;
- Growth effects; and
- Relocations.

Task 4 Deliverables

Contractor will perform in-house quality control review consisting of senior level review and oversight of all project activities and deliverables. Contractor will perform an independent review of deliverables before submittal to VTA. Documents received by VTA must be carefully checked for spelling, grammar, and technical errors, and any such errors must be corrected prior to delivery to VTA.



Two draft versions and one final version of each environmental technical study are anticipated to be part of this scope. All documents must be submitted to VTA in Word and PDF electronic format. Only PDFs need to include appendices and graphics. Unless otherwise noted in this section, hard copies are not required.

Deliverables will include:

- Natural Environment Study – Minimal Impacts
- Tree Survey Exhibit
- Draft and Final Tree Survey Memo
- PAL Mapping
- Archaeological Survey Report
- Historic Resources Compliance Report
- Paleontological Identification Report/Paleontological Evaluation Report
- Phase I Initial Site Assessment
- Noise Study Report
- Noise Abatement Decision Report
- Air Quality Report
- Water Quality Assessment Report
- Minor Visual Impact Assessment
- Community Impact Report

TASK 5: PROJECT REPORT

Contractor will provide the following services required to obtain project approval:

5.1 Right of Way Requirements Mapping and Right of Way Data Sheet

Contractor will identify right of way requirements for the Build Alternative and prepare updated right of way requirement maps identifying those parcels impacted by the improvements based upon updates to the approved geometric drawings previously developed pursuant to this Contract. Contractor will calculate the approximate dimensions and areas of parcels and/or easements to be acquired and submit to VTA.

Contractor will prepare a right of way cost estimate.

Contractor will coordinate right of way requirements for the preferred Build Alternative and prepare the Right of Way Data Sheet. VTA's certified right of way professional will review and sign the Right of Way Data Sheet to be included in the PR.

5.2 Preliminary Geologic Assessment and Preliminary Geotechnical Report

Contractor will review readily available materials and prepare a Preliminary Geologic Assessment for use in the environmental document and a Preliminary Geotechnical Report



for the roadway and standard retaining walls. No field exploration work is proposed for this phase; however, site review and data research will be conducted, as necessary. The review will be based on readily available data including as-built Log of Test Borings from existing projects and other agency records. Major project elements to be considered include pavement, embankments, standard retaining walls, and auxiliary standard structures such as culverts.

5.3 Storm Water Data Report

Contractor will prepare a Storm Water Data Report (“SWDR”) in compliance with Caltrans standards and procedures that focuses on the storm water quality elements to construct the project and implement appropriate temporary and permanent Best Management Practices (“BMPs”). Contractor will prepare a PA/ED level SWDR summarizing project impacts to water quality, general mitigation measures, and recommended best management practices. The study will only address impacts from roadway improvements. Contractor will utilize Caltrans standard checklists. Contractor will address the need for erosion control measures and recommend BMPs for the project.

Within the project limits, the existing right of way may not be sufficient to provide room for potential permanent treatment BMPs. Contractor will consider various types of BMP measures utilizing Caltrans’ Storm Water Manual and checklists. Contractor will recommend appropriate BMP measures, such as biotreatment cells, grassy swales, detention basins, or infiltration basins to minimize or mitigate water quality impacts. Contractor will assess the right of way needs to address the required BMP applications.

5.4 Hydrology and Drainage Analysis

Contractor will perform hydrology/drainage analysis including preliminary assessment of drainage areas, runoff coefficients, flow patterns, required treatment areas, and other pertinent information. Contractor will locate existing drainage facilities on project base mapping and develop conceptual drainage improvements. Contractor will prepare a preliminary Drainage Report summarizing the analysis, findings, and recommendations.

5.5 Value Analysis Study

Contractor will assist VTA to conduct a Value Analysis (“VA”) Study workshop. It is anticipated the VA team will be comprised of representatives from Caltrans, VTA, and City staff. VTA will provide a certified VA coordinator to facilitate the VA Study and prepare the VA Study Report. The VA Study Report will focus on recommendations for the Build Alternative for further study during PA/ED, identify potential cost saving measures, identify phased construction opportunities, and identify potential constructability concerns.

VTA will facilitate the VA Study workshop that is similar (but abbreviated) to a formal VA process. Contractor will provide background materials for the VA Team to review and conduct a presentation to brief the VA Team on the project details. Contractor will attend a meeting at the conclusion of the VA Study workshop to discuss solutions recommended by the VA Team. VTA will prepare the draft VA Study Report. Contractor will provide review comments on the draft VA Study Report. VTA will finalize the VA Study Report to conclude the VA Study process.



Contractor will receive VA Team input and make necessary revisions to the project documents as directed by VTA.

5.6 Conceptual Stage Construction/Transportation Management Plan Data Sheet

Contractor will coordinate proposed roadway improvements with existing facilities to assess whether detours are needed for construction. To minimize impacts to traffic operations, proposed detours will be developed to preserve the same lane capacity as the existing roadway system to the extent practicable.

Contractor will prepare conceptual stage construction plans outlining the potential stage construction and traffic handling requirements for major construction stages to show that the project is constructible and that traffic impacts are minimized.

Contractor will prepare a Transportation Management Plan Data Sheet for illustration in the PR.

5.7 Conceptual Landscape Plan

Contractor will prepare a conceptual landscape plan to present preliminary planting and aesthetic features. There is guidance on the Caltrans Landscape Architecture website for landscaping in Caltrans right of way, which is incorporated herein by this reference as if fully set forth herein and may be made available to Contractor upon written request to VTA. Much of this information is included in Chapter 29 of Caltrans Project Procedures and Development Manual, which is incorporated herein by this reference as if fully set forth herein and may be made available to Contractor upon written request to VTA. In general, the guidance for plant selection is regionally appropriate, drought-tolerant, and/or native plants. Water conservation is critical in plant selection and irrigation design.

Preliminary Landscape Plan improvements will be included in cost estimates

5.8 Geometric Drawing

Contractor will prepare geometric drawings (“GeDs”) in accordance with Caltrans’ Highway Design Manual requirements for the Build Alternative, with detailed preliminary layouts for design variations along Middlefield Road.

Details required for GeDs:

- The GeDs will show the existing topography and the proposed layout. Control lines for the highway, frontage roads, crossroads, ramps, and other major roadways will show stationing. Curve radii of all layout lines must be shown. Horizontal clearances will be noted, where critical. Public roads, streets, creeks, and channels will be labeled with their official names.
- Right of way lines with access control and opening locations must be shown. Except contour grading areas flatter than 4:1 slope, the toe of fill and top of cut slope face must be indicated by appropriate symbols.



- Profiles to suitable scale must be shown for the Middlefield Road and ramps to be modified. The profile must depict the existing ground line for each grade line shown. The proposed grade line must be labeled to show gradient, length of vertical curves, and stopping sight distances. The direction of travel and sight distances to off-ramp noses will be shown. All values required above may be graphically determined. It is not necessary to calculate any values until the geometrics are approved. Profiles may be shown on separate sheets.
- Non-standard superelevation diagrams indicating superelevation rates and transitions will be shown.
- A geometric typical section of the Middlefield Road and all major facilities will be shown. All geometric elements, pavements, shoulders, curbs, medians, and right of way will be shown and dimensioned.
- A traffic flow diagram for the design year depicting movements corresponding to the ramp facilities proposed and turning movements at intersections will be shown. The design year AM, PM, and ADT volumes of vehicular movements will be shown. The length of weaving distance will be shown.
- Drafting will be consistent with Caltrans drafting standards, including font, line type, blocks, and call outs, but CAD submittal in Microstation format is not required.

Details not required for GeDs:

- Minor geometric details, design grades, and minor embellishments such as ramp nose radii, curb return radii, curb ramp details, flares, truck turn, and pavement widening and details of standard public and private road connections.
- Artistry such as slope hachure or tinting and artistic north arrows will not be used.

Contractor will refine the Build Alternative to include any design refinements developed from the traffic studies and various environmental technical studies. Contractor will obtain concurrence on the geometric design with Caltrans District Design and Caltrans Headquarters Design Coordinator in accordance with the Highway Design Manual. This is expected to be an iterative process.

Contractor will show the following information for the Build Alternative included in the PR:

- Roadway layouts and alignments
- Pavement delineation
- Right of way lines with access control and access locations
- Existing utility and drainage facilities and conceptual relocations
- Typical cross sections
- Roadway profiles and super elevation diagrams (as required)

5.9 Design Standard Decision Document



Contractor will prepare a Design Standard Decision Document (“DSDD”) for design exceptions associated with the Build Alternative. Contractor will submit to the Caltrans Design Coordinator and Caltrans District 4 design team for review and comment. Contractor will address any comments and submit final DSDD for Caltrans approval.

Contractor will develop geometrics of the Build Alternative in sufficient detail to assess if any non-standard features can be eliminated. Once preliminary concurrence on the Build Alternative geometrics is obtained from Caltrans, Contractor will document the design exceptions for nonstandard features and prepare a Final DSDD.

Contractor will coordinate meetings with Caltrans Headquarters Design Coordinator and staff to discuss nonstandard features prior to submittal of the DSDD.

Caltrans requires a Traffic Safety Assessment to be performed by Caltrans District 4 staff for all projects. Contractor will develop supporting data for Caltrans to develop a safety assessment for the existing and proposed facility. This will include development of a traffic safety assessment matrix to analyze collision data and traffic operation features within the project limits. Caltrans will prepare a Safety Analysis Recommendation Memorandum and Traffic Safety Analysis Report for the project.

Contractor will also document the design exceptions for non-standard features and prepare Ramp Meter Fact Sheet if required.

Contractor will prepare a Design Information Bulletin (DIB) 78 and DIB 82 as required by Caltrans.

5.10 Design Checklists

Design checklists (DIB 78 and DIB 82) are anticipated to be required for the project. Contractor will prepare the checklists and submit, coordinate, and secure approval of the checklists for the Build Alternative from Caltrans for the project.

5.11 Preliminary Cost Estimate / Construction Schedule

Contractor will prepare and update the preliminary construction cost estimate for the Build Alternative. The estimate will be prepared using Caltrans six-page format, or a variation thereof, and will be attached to each submittal of the PR. The estimate will include preliminary highway planting costs. Contractor will prepare a Cost Certification and attach to the PR.

Contractor will prepare a preliminary construction schedule for future planning purposes.

5.12 Design Surveys

Contractor will conduct design surveys. Design surveys in this task are limited to supplemental field surveys of surface utility features such as drainage inlets, manhole inverts, and other information to verify critical clearances and conform elevation.

5.13 Utility Coordination/Utility Policy Certification



Contractor will submit a request for utility locations to various utility companies within the project limit, which will include the following tasks:

- Plot utility information on the project topographic base mapping.
- Resend plotted utility information to all utility agencies for confirmation.
- Perform field surveys of utility surface features and drainage items, if necessary, to confirm accuracy of utility mapping.

Potholing of utilities will not be performed until PS&E phase.

VTA Utility Coordinator will be the point of contact with private utility companies for the preparation, submittal, and approval of agreements and for obtaining information for the preparation of the Utility Policy Certification (“UPC”).

Contractor will identify potential utility conflicts and preliminary major utility relocation requirements. Contractor will assess preliminary utility relocation costs for the UPC and PR. VTA Utility Coordinator will coordinate utility owner concurrence with preliminary relocation concepts and cost estimates.

Contractor will prepare a Preliminary Utility Matrix to be included in the UPC, which must include utility owner, type of facility, location, and size.

5.14 PR

Contractor will prepare a PR in accordance with the guidelines and format described in Appendix K of Caltrans Project Development Procedures Manual, which is incorporated herein by this reference as if fully set forth herein and may be made available to Contractor upon written request to VTA. Contractor will prepare the PR to (i) document the purpose and need for the project, (ii) summarize key points from the environmental document, and (iii) summarize scope, cost, schedule, and overall impacts to enable an informed decision to be made for project approval.

Contractor will prepare a first Administrative Draft PR and submit to VTA and Caltrans for review and comment. Contractor will respond to written comments from VTA and Caltrans on the first Administrative Draft PR, reconcile comments with reviewers, and submit second Administrative Draft PR for final review. Contractor will respond to minor editorial comments on the second Administrative Draft PR and prepare the Final PR for review and approval. Contractor will submit the Final PR in both hard copy and electronic format with attachments.

The approved PR for the project will provide agreement on the preliminary engineering concept, scope, schedule, and estimated cost of the project for future programming.

Task 5 Deliverables

GeDs, DSDD, and ramp meter fact sheets
DIB 78 and DIB 82 checklists



PA/ED Level Storm Water Data Report
Preliminary Drainage Report
Conceptual landscape plans
Right of way requirement maps and Caltrans Right of Way Data Sheet
Preliminary cost estimate
Preliminary construction schedule
Preliminary Geologic Assessment
Preliminary Geotechnical Report
Transportation Management Plan Data Sheet
Preliminary utility relocation mapping and UPC
First Administrative Draft PR
Second Administrative Draft PR
Final PR

TASK 6: ENVIRONMENTAL DOCUMENT

Contractor will prepare a CE under CEQA, with technical studies/reports.

The CE will evaluate the Build Alternative for the project. This scope includes two administrative draft versions and one final version of the CE.

Caltrans is the lead agency for CEQA compliance.

Preparation of the document will proceed through the steps outlined below.

6.1 Categorical Exemption

Contractor will prepare the format and content of the CE in accordance with the Department's SER and Environmental Handbook.

Contractor will prepare a first Administrative Draft CE and submit to VTA and Caltrans for review and comment. Contractor will respond to written comments on the first Administrative Draft CE, reconcile comments with reviewers, and submit second Administrative Draft CE for final review. Caltrans will review the document for CEQA compliance and approve final CE.

6.2 Public Outreach / Community Meetings

Public meetings will be an integral part of the public involvement effort. The meetings and associated activities will include:

Public Outreach/Community meetings will be conducted as determined by VTA. For each of these public meetings, Contractor will assist with the development of meeting materials, and attend the meetings. VTA will develop and update the project fact sheet. VTA will be responsible for the translation of the fact sheet and public meeting announcement in other languages to comply with state and federal requirements.



Contractor will develop eight (8) exhibit boards and a PowerPoint presentation for use in the Public Outreach/Community Meetings. Contractor will provide 2 staff at each public meeting.

Task 6 Deliverables

- First Administrative Draft CE
- Second Administrative Draft CE
- Final CE
- Public meeting materials

NUMBER OF COPIES OF DELIVERABLES – APPLICABLE TO ALL TASKS

To the maximum extent practicable, Contractor will use digital documents transmittal (in both PDF and Microsoft Word format if requested by VTA) by email and internet-based file transfer methods. If required by VTA, Contractor will provide printed hard copies as shown below:

Task 1 – Project Management

Deliverables As required by VTA

Task 2 – Preliminary Engineering

Caltrans A-B-C Mapping	Electronic PDF and source files
Geometric Drawings	PDF, 5 hard copies (full-size)
Other Deliverables	As required by VTA

Task 3 – Traffic Studies

Technical Reports (Draft)	5 hard copies, Word and PDF
Technical Reports (Final)	5 hard copies, Word and PDF

Task 4 – Environmental Technical Studies

Technical reports (Draft)	Word and PDF
Technical reports (Final)	2 hard copies, Word and PDF

Task 5 – Project Approval

Technical reports (Draft)	5 hard copies, Word and PDF
Technical reports (Final)	5 hard copies, Word and PDF
1 st Administrative Draft PR	15 hard copies, Word and PDF
2 nd Administrative Draft PR	15 hard copies, Word and PDF
Final PR	15 hard copies, Word and PDF

Task 6 – Environmental Document

1 st Administrative Draft CE	Word and PDF
2 nd Administrative Draft CE	Word and PDF
Final CE	Word and PDF
Public Meeting Materials	8 exhibit boards



If requested by VTA, electronic copies of files in Microsoft Word format will be provided on CD for review and comment.

D. Work Schedule

Proposers will include separate detailed schedules for completing the major subtasks specified in the Scope of Work and an overall proposed duration for completing PA/ED for the project in the proposals. Proposers will prepare schedules included in the proposals in Gantt chart format (e.g. Microsoft Project or Primavera). A Preliminary Project Milestone Schedule can be seen in **Appendix F**.

Project Assumptions and Exclusions:

For the purpose of developing the PA/ED scope of services, the following assumptions are made:

- An iterative design process may be required in order to develop the optimum Build Alternative that best meets the geometric, operations, and safety requirements.
- Existing right of way will be shown on preliminary plans based on available right of way maps and supplemented by field surveys of right of way, as appropriate, in future PS&E phase of the project.
- PDT meetings will be held at the VTA River Oaks offices. Contractor will coordinate with VTA and prepare the agenda and minutes of monthly meetings. The initial kick-off PDT meeting and other topic specific meetings may occur at Caltrans or City offices.
- VTA will provide public outreach notifications, facilities, and technical equipment.
- No pavement evaluation of the existing pavement is included.
- All plans will be drafted using AutoCAD.
- No new conceptual alternatives will be evaluated.
- VTA will manage, apply, and secure permits, if applicable, with other agencies including, but not limited to, Santa Clara Valley Water District, Regional Water Quality Control Board, California Department of Fish and Wildlife, and U.S. Army Corps of Engineers.
- VTA will prepare agreements required to support approval of the proposed improvements. Documentation is anticipated to include:
 - a. Caltrans Cooperative Agreement (PA/ED, ROW, and PS&E activities)
 - b. New Freeway Connection Approval (if required)
 - c. Updated Freeway Agreement (if required)
 - d. Landscape Maintenance Agreement (if required)
 - e. Local agreements as required
- The following reports, studies, and processes are not included in the scope of services outlined above:
 - a. Final Drainage Report for PS&E
 - b. Lane Closure Report



- c. Biological Assessment
- d. Biological Mitigation and Monitoring Plan
- e. Protocol-Level Surveys for Threatened/Endangered Species
- f. Pavement Life Cycle Analysis
- g. Modifications to Initial Site Assessment Completed in the PID Phase



IX. ADMINISTRATIVE SUBMITTALS

Proposer must submit all forms as part of the Proposal. Forms No. 3, 4, 5, 6, 7 and 11 must be printed and submitted in a separate and sealed envelope 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 9. KEY STAFF AVAILABILITY

FORM 10. RESOURCE PLAN (Hours)

FORM 11. RESOURCE PLAN (Dollars)



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
Teresa O'Neill	Chairperson	City of Santa Clara
Cindy Chavez	Vice Chairperson	County of Santa Clara
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
Rich Tran	VTA Board Member	City of Milpitas
Glenn Hendricks	VTA Alternate Board Member	City of Sunnyvale
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

FOR A&E SERVICES, SUBMIT IN A SEPARATELY SEALED ENVELOPE

Proposer:				
DETAIL DESCRIPTION OF COST ELEMENTS				
1. DIRECT LABOR (Specify)	ESTIMATED HOURS	RATE/HOUR	ESTIMATED COST (\$)	
TOTAL DIRECT LABOR				
2. LABOR OVERHEAD	O.H. RATE	X BASE =	ESTIMATED COST	
TOTAL LABOR OVERHEAD				
TOTAL DIRECT LABOR AND OVERHEAD				
3. PROFIT %				
4. SUBCONSULTANT COSTS (Attach Itemization)				
5. OTHER DIRECT COSTS (Attach Itemization)				
TOTAL COST PROPOSAL				

Firm Name: _____

Name _____ Title _____

Signature _____ Date _____



**FORM 5. LISTING OF MWBE PRIME AND SUBCONTRACTORS
SUBMIT IN A SEPARATE SEALED ENVELOPE**

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. _____

MWBE GOALS ARE DETERMINED ON BASE PROPOSAL AMOUNT:

Total Contract Amount \$ _____

MWBE Contract Amount \$ _____

MWBE Contract Amount	MWBE Goal Achieved	MWBE Contract Goal
----------------------	--------------------	--------------------



**FORM 7. DESIGNATION OF SUBCONTRACTORS AND SUPPLIERS
FOR
DATA COLLECTION REQUIREMENTS
SUBMIT IN A SEPARATE SEALED ENVELOPE**

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
-----------	---------

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 _____



FORM 9. KEY STAFF AVAILABILITY

Key Staff	Location	Company Name	Role	Current Projects (*)	Current Workload % (*)	Availability	Estimated Person Hours
				1.			
				2.			
				3.			
				1.			
				2.			
				3.			
				1.			
				2.			
				3.			
				1.			
				2.			
				3.			
				1.			
				2.			
				3.			
				1.			
				2.			
				3.			

Note:

* List all projects and current workload for each project. Add additional rows as needed.



FORM 10. RESOURCE PLAN (Hours)

**EXCEL File Filename: "Form 11 RESOURCE PLAN (Hours).xls"
TO BE DOWNLOADED FROM VTA WEBSITE**



FORM 11. RESOURCE PLAN (Dollars)

**EXCEL File Filename: "Form 12 RESOURCE PLAN (\$).xls"
TO BE DOWNLOADED FROM VTA WEBSITE**

SUBMIT IN A SEPARATELY SEALED ENVELOPE



X. EXHIBITS

EXHIBIT A SAMPLE CONTRACT

EXHIBIT A1 SCOPE OF SERVICES

EXHIBIT A2 COMPENSATION, INVOICING and PAYMENT

EXHIBIT A3 RATE SCHEDULE

EXHIBIT A4 APPROVED SUBCONTRACTORS

EXHIBIT A5 INSURANCE REQUIREMENTS

EXHIBIT A6 SMALL BUSINESS ENTERPRISE (SBE) REQUIREMENTS

EXHIBIT A7 PREVAILING WAGE REQUIREMENTS

EXHIBIT A8 DESIGN PROFESSIONAL SERVICES SPECIAL TERMS AND
CONDITIONS



EXHIBIT A SAMPLE CONTRACT
BETWEEN
SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
AND
CONTNAME
FOR
SR-237/MIDDLEFIELD ROAD INTERCHANGE IMPROVEMENT PROJECT

CONTRACT NO. S19170

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

- A. SERVICES TO BE PERFORMED:** Contractor shall furnish all technical and professional labor, and materials to perform the services described in Exhibit A1 (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 December 31, 2021 (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 A2 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.
- 3. In addition to the foregoing, Contractor will perform the Services in accordance with the representations and warranties set forth in Exhibit [].

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 in Exhibit A4,. 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 49 CFR, Part 18.
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:
Thor Vue, Chief Procurement Officer
3331 N. First Street, Bldg. A
San Jose, CA 95134-1927
thor.vue@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 A5

N. DESIGN PROFESSIONAL SPECIAL TERMS AND CONDITIONS: Contractor shall adhere to the design professional services special terms and conditions set forth in Exhibit A8.

O. BUSINESS DIVERSITY PROGRAM REQUIREMENTS: Contractor shall adhere to the Small Business Enterprise requirements set forth in Exhibit A6.

P. SPECIAL PROVISIONS:

- 1. **PREVAILING WAGE REQUIREMENTS:** Contractor shall adhere to the prevailing wage requirements set forth in Exhibit A7.
- 2. **HIGHWAY PROJECT REQUIREMENTS:** All files and drawings shall comply with the CALTRANS current CADD User’s Manual and current Drafting and Plans Manuals.

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
Title

Name
Title



Date

Date

Approved as to Form

VTA Counsel



EXHIBIT A1 SCOPE OF SERVICES

[To be inserted at time of Contract award]



EXHIBIT A2 COMPENSATION, INVOICING and PAYMENT COST PLUS FIXED-FEE

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

A. COMPENSATION: This is a cost plus fixed-fee Contract with a maximum value of \$XX,XXX.00, for which amount Contractor agrees to complete the Services defined in this Contract.

Compensation for the Services shall be on a cost reimbursement basis and shall be the sum of direct labor costs, indirect labor costs (fringes and overhead), a fixed-professional fee, subcontractor costs and other direct costs, described below:

1. DIRECT LABOR COSTS: Direct labor costs shall be the total number of hours worked by each employee multiplied by the rate for such employee's labor category as set forth in the attached Exhibit A3. This exhibit shall contain the names and rates for Exempt and Non-Exempt Personnel.

Exempt Personnel: The rates for exempt personnel shall be applicable to both straight time, overtime, and premium time.

Non-Exempt Personnel: Non-exempt personnel shall be compensated premium time in accordance with prevailing California laws.

Overtime: Premium rates shall be compensated in accordance with prevailing California laws. All premium time shall be pre-approved in advance by VTA.

2. LABOR RATE ADJUSTMENTS:

a. 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.

b. 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.



- c. 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.
3. **INDIRECT LABOR COSTS:** Indirect labor costs shall be the direct labor costs multiplied by a field or home office provisional overhead rate. Based upon YYYY audited overhead rates, the provisional field office overhead rate at the inception of this Contract is [] % and the provisional home office overhead rate at the inception of this Contract is [] %. These rates shall be subject to adjustment annually, based on an audit by a recognized independent auditing firm, which shall determine the actual rate for the period in which services are provided hereunder.
 - a. Contractor shall submit to VTA the audited overhead rates for Contractor's most recently audited fiscal year within thirty (30) days of receipt of such rates from their independent auditor.
 - b. Upon VTA's acceptance of the actual rates, any overpayment or underpayment resulting from a variance between the actual and provisional rates shall be refunded or credited in total to VTA or paid to Contractor.
4. **FIXED FEE:** VTA shall pay the Contractor a fixed professional fee of \$XX,XXX.00 for the Services described in Section 1 of this Contract.

Each invoice submitted by Contractor shall include a progress payment of a portion of the fixed-fee. The portion of the fixed-fee included in each invoice shall be determined by multiplying the fixed-fee by the percent of total progress reported to VTA for that invoice period, less the total amount of the fixed-fee previously invoiced and paid.

Progress Percentage = (Total Costs Incurred to Date/Total Estimated Budget) X 100.

5. **SUBCONTRACTOR COSTS:** Subcontractor costs shall be reimbursed at actual cost with no markup. Subcontractor costs shall be supported by appropriate documentation for reimbursement.
6. **OTHER DIRECT COSTS (ODCs):** ODCs shall be authorized and reimbursed as follows. All ODCs shall be reimbursed at actual cost without mark-up and include the following types of expenses.
 - a. Travel expenses related to the performance of Services shall be reimbursed for actual and reasonable costs incurred for mileage, transportation, lodging, meals, and other miscellaneous expenses. Air travel, auto rental, and lodging should be "economy" based and traveler should obtain the lowest price possible. Lodging rates for the Palo



Alto, Sunnyvale, and San Jose area are defined by the GSA website www.gsa.gov. The meals and incidental expenses shall not exceed the per diem rates, as stated on GSA website www.gsa.gov/mie. At no time shall alcohol, travel upgrades, fines, memberships, loss of personal property or cash, “no shows,” or personal itinerary changes be subject to reimbursement by VTA.

Invoicing travel expenses: All expenses related to travel shall be verified by legible, itemized receipts attached to a summary that provides the name of traveler, the date(s) traveled, and an itemized a description of each expense.

- b. Parking, tolls, deliveries, printing, plan reproduction, and blue print services expenses directly associated with the work will be reimbursed at cost. Except as otherwise provided herein, telephone, computer costs, CAD machine charges, in-house copying and facsimile charges shall be included in overhead.
- c. All ODCs shall require appropriate documentation for reimbursement. VTA must approve in writing any ODC item estimated to exceed \$500.00 prior to incurring the expense.

B. INVOICING:

1. **INVOICE FORMAT:** Contractor shall be compensated and reimbursed by VTA on the basis of invoices submitted every month for the Services performed during the preceding month. The charges for each individual assigned under this Contract shall be listed separately. Further, invoices shall be in a form acceptable to VTA and each invoice must include:
 - Description of the work performed.
 - Hours worked by personnel classification.
 - Rate per personnel classification.
 - Other Direct Costs.
 - Subcontractor Costs supported by itemization in the same format.
 - Fixed-Fee.
 - 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 purposes of this provision the date of the invoice shall be the date it is received 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, but the uncontested balance shall be processed for payment. VTA may, at any time, conduct an audit of any and all records kept by Contractor for the Services. Any overpayment uncovered in such an audit may be charged against the Contractor's 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 A3 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 A4 APPROVED SUBCONTRACTORS

[To be inserted at time of Contract award]



EXHIBIT A5 INSURANCE REQUIREMENTS

INSURANCE: Without limiting the Contractor’s indemnification of VTA, the 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 the Contractor, its agents, representatives, or employees, or subcontractors. The cost of such insurance must be included in the Contract. The Contractor must furnish complete copies of all insurance policies, within three (3) business days of any such request 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 Employers 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 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, please see special provisions in Section B.

2. Minimum Limits of Insurance: Contractor must maintain limits no less than:

- a. General Liability \$2,000,000 limit per occurrence for bodily injury, personal injury, and property damage. If a General Liability 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. In no event may the General Liability primary policy limit per occurrence be less than \$2,000,000.



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- b. Automobile Liability \$1,000,000 limit per accident for bodily injury and property damage.
 - c. Workers' Compensation and Employers Liability: Statutory Workers' Compensation limits and Employers Liability limits of \$1,000,000 per accident.
 - d. Professional Liability: \$2,000,000 each occurrence/aggregate minimum limit per claim.
3. **Self-Insured Retention:** 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 in excess of the stipulated amounts stated herein, the Contractor must provide a current financial statement documenting the ability to pay claims falling within the self-insured retention. At the option of VTA, either: the insurer must reduce or eliminate such self-insured retention as respects VTA, its officers, officials, employees and volunteers; or the Contractor must procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

B. CLAIMS MADE PROVISIONS (NOT APPLICABLE TO GENERAL LIABILITY OR AUTOMOBILE 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, the 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 be of at least two (2) years.
3. No prior acts exclusion to which coverage is subject that predates the date of this Contract.
4. Policy allows for reporting of circumstances or incidents that might give rise to future claims.



C. OTHER PROVISIONS: The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability:

- a.** VTA, its 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 the 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 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.** The Contractor's insurance coverage must be primary insurance as respects VTA, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by VTA, its officers, officials, employees, or volunteers must be excess of the Contractor's insurance and may not contribute with it.
- c.** Any failure to comply with reporting provisions of the policies may not affect coverage provided to VTA, its officers, officials, employees, or volunteers.
- d.** The 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.
- e.** The General Liability General Aggregate limit must apply per project, not per policy.
- f.** 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 officers, officials, employees, and volunteers for losses arising from work performed by the Contractor and its subcontractors for VTA.
- 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 right to require the Contractor to procure said



coverage forms or endorsements using the updated versions upon the next renewal cycle.

D. 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.

E. 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 will 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.

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

Santa Clara Valley Transportation Authority
Procurement, Contracts and Materials Management
3331 North First Street
San Jose, CA 95134
Contract No. S19170

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 policy must be listed, Certificate Holder should be named as additional insured, and Waiver of Subrogation must be indicated as endorsed to all policies as stated in the Contract Documents.

All certificates and endorsements are to be received and approved by VTA before work commences. VTA reserves the rights to require complete, certified copies of all required insurance policies, at any time.

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

F. MAINTENANCE OF INSURANCE: If Contractor fails to maintain such insurance as is called for 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 A6 SMALL BUSINESS ENTERPRISE (SBE) REQUIREMENTS

A. MWBE POLICY:

1. It is the policy of VTA to ensure that Minority and Women Owned Business Enterprises (“MWBE”s), 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.

In connection with its performance under this Contract, Contractor agrees to cooperate with VTA in meeting the 3.78% SBE utilization goal set for this project.

2. 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.sbdbe.com>. Contractor and its subcontractors will receive an email providing a Log-On identification, password, and instruction on how to use the system. All lower-tier subcontractors and vendors will be required to provide or verify SBE utilization documentation.
 3. Contractor will be required to submit quarterly SBE utilization reports electronically to the VTA Office of Business Diversity Programs. These reports shall be submitted electronically by the Contractor and will document when payments to subcontractors were made, the dollar value of the payments to SBE firms, and the percentage of the contract completed.
- C. At the conclusion of this Contract, Contractor shall submit a final SBE utilization report electronically to the VTA Office of Business Diversity Programs to: OSDB.OSDB@VTA.org by indicating a final audit where requested in the B2Gnow system. This final report will document when payments to subcontractors were made, the dollar value of payments to SBE firms, and the percentage of the Services completed.



EXHIBIT A7 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 A8 DESIGN PROFESSIONAL SERVICES SPECIAL TERMS AND CONDITIONS

(Revised 05/2019)

A. DEFINITIONS: In addition to other definitions set forth elsewhere in the Contract, the following definitions will apply to this Exhibit.

Contractor Intellectual Property means all Intellectual Property developed by Contractor and/or its subcontractors of any tier either (i) prior to the Effective Date, or (ii) independently of the Contract, or (iii) any Intellectual Property that is an improvement, continuation, or adaptation of Intellectual Property subject to (i) and/or (ii) herein, and is authored, created, invented, and/or put into practice under and/or for the purposes of the Project and incorporated into the Design Intellectual Property, Deliverable(s), Instruments of Service, and/or Services.

Deliverable(s) means, whether singular or plural, items and/or services provided or to be provided by Contractor under this Contract identified as a deliverable by designation, number, or context, in any scope of work, a schedule, or any document associated with the foregoing.

Design Intellectual Property means all Intellectual Property authored, created, developed, and/or invented under or for the purposes of the Contract and/or any Deliverable(s), Instruments of Service, and/or Services, excluding Intellectual Property that is (i) an improvement, continuation, or adaptation of Contractor Intellectual Property and (ii) authored, created, invented, and/or put into practice under and/or for the purposes of the Project.

Instruments of Service means all physical, electronic, and/or mechanical embodiments of, and documents disclosing, Intellectual Property. Without limiting the generality of the foregoing, Instruments of Service includes embodiments, documents, and/or Deliverables incorporating concepts, inventions (whether or not protected under patent laws), works of authorship, information, new or useful art, combinations, discoveries, formulae, algorithms, specifications, manufacturing techniques, technical developments, systems, computer architecture, artwork, models, designs, procedures, processes, and methods of doing business, and any other media, materials, plans, reports, project plans, work plans, training materials, and other tangible objects produced by Contractor under this Contract. Without limiting the generality of the foregoing, Instruments of Service include architectural plans, models, or drawings, formal or informal, complete or incomplete, and regardless of whether such is useful or instructive to VTA.

Intellectual Property means all current and future legal and/or equitable rights and interests in know-how, patents (including applications), copyrights (including moral rights), trademarks



(registered and unregistered), service marks, trade secrets, designs (registered and unregistered), utility models, circuit layouts, business and domain names, inventions, solutions embodied in technology, and other intellectual activity. Without limiting the generality of the foregoing, Intellectual Property includes original architectural design in any tangible medium of expression, including a constructed building or structure, or architectural plans, models, or drawings.

VTA Intellectual Property means any Intellectual Property that is owned by, controlled by, or licensed to, VTA.

Third Party Intellectual Property means any Intellectual Property that is not owned by Contractor and is not VTA Intellectual Property.

Project means the improvement of traffic operations and safety along Middlefield Road at the SR 237 intersections and the maintenance and enhancement of pedestrian and bicycle safety and access in the aforementioned area.

B. INTELLECTUAL PROPERTY RIGHTS:

- 1. OWNERSHIP:** Except for Contractor Intellectual Property, Contractor acknowledges and agrees that all Design Intellectual Property, in any medium, is specially ordered or commissioned by VTA, including works made for hire in accordance with Section 101 of the Copyright Act of the United States, and VTA shall be the owner and legal author thereof. To the extent that Design Intellectual Property does not qualify as a work made for hire in accordance with Section 101 of the Copyright Act, Contractor hereby irrevocably and exclusively assigns all right, title, and interest to Design Intellectual Property (including all patent, copyright, trademark, trade secret, and any other intellectual property right therein) to VTA immediately upon creation, authorship, development, or invention without any restriction, limitation, or condition precedent thereto. Contractor agrees to execute such further documents and to do such further acts, at VTA's expense, as may be necessary to perfect, register, or enforce VTA's ownership of such rights, in whole or in part. If Contractor fails or refuses to execute any such documents, Contractor hereby appoints VTA as Contractor's attorney-in-fact (this appointment to be irrevocable and a power coupled with an interest) to act on Contractor's behalf and to execute such documents.
- 2. VARA:** VTA acknowledges that Contractor may have rights pursuant to Section 106A ("VARA") of the Copyright Act of the United States related to the Design Intellectual Property and that Contractor may, in its sole discretion, elect to disclaim authorship or other attribution related to the Design Intellectual Property or Instruments of Service.



Contractor hereby forever waives and agrees never to assert against VTA, its successors, or licensees any other rights pursuant to VARA not specifically identified in the preceding sentence that Contractor may have in Design Intellectual Property or Instruments of Service even after expiration or termination of this Contract. Subject to the right pursuant to VARA described above, Contractor specifically waives any and all rights, title, and interest to Design Intellectual Property and acknowledges VTA's ownership thereof including without limitation any know-how, trade secrets, or design elements.

3. LICENSE GRANT TO CONTRACTOR: VTA hereby grants to Contractor a limited, non-exclusive license to use, exploit, manufacture, distribute, reproduce, adapt, and display the VTA Intellectual Property, Design Intellectual Property, and all Instruments of Service, as appropriate, solely in connection with and limited to the Allowed Uses (hereinafter referred to as "Design License"). "Allowed Uses" are: (a) incorporation into the Project and (b) performance, provision, furnishing, and discharge of the Services under the Contract. Any rights not specifically granted by VTA to Contractor under this **Section B.3. License Grant to Contractor** are reserved to VTA. This Design License will expire upon the termination or expiration of the Contract.

4. CONTRACTOR INTELLECTUAL PROPERTY:

i. Contractor Intellectual Property/License: Contractor hereby grants to VTA an irrevocable, perpetual, non-exclusive, transferable, fully paid-up right and license to make, sell, use, execute, reproduce, adapt, display, perform, distribute, make derivative works of, export, disclose, and otherwise disseminate or transfer any and all rights in and to the Contractor Intellectual Property that is required by, incorporated in, or exercised as part of, the Design Intellectual Property and/or Instruments of Service. The license granted under this **Section B.4.i. Contractor Intellectual Property/License** permits VTA to authorize its consultants (including but not limited to any replacement design professional firm(s)), contractors, subcontractors, sub-subcontractors, and suppliers, to reproduce applicable portions of the Instruments of Service, solely for purposes related to the Project. Any rights not specifically granted by Contractor to VTA under this **B.4.i. Contractor Intellectual Property/License** are reserved to Contractor.

ii. Identification of Contractor Intellectual Property: Contractor shall identify and disclose to VTA all Contractor Intellectual Property required by, incorporated in, or exercised as part of, the Design Intellectual Property, including using reasonable efforts to provide, to the extent reasonably available: (i) full and specific information detailing Contractor Intellectual Property claimed; (ii) date of authorship, creation, and/or invention; (iii) date of application(s); (iv) application number(s) and registering



entity(ies); (v) date of registration(s); (vi) registration number(s) and registering entity(ies), if any; and (vii) owner including person or entity name and address.

5. THIRD PARTY INTELLECTUAL PROPERTY:

i. Third Party Intellectual Property/License: Contractor will not create any Design Intellectual Property and/or Instruments of Service that require, incorporate, or exercise any Third Party Intellectual Property, unless VTA provides advance written approval of such. If VTA provides such approval, Contractor shall either (a) demonstrate it already has or (b) secure: an irrevocable, perpetual license(s) in the name of VTA to make, sell, use, execute, reproduce, adapt, display, perform, distribute, make derivative works of, export, disclose, and otherwise disseminate or transfer any and all rights in and to the Third Party Intellectual Property that is required by, incorporated in, or exercised as part of, the Design Intellectual Property and/or Instruments of Service, including a representation and warranty that the Third Party Intellectual Property does not infringe the rights, including Intellectual Property rights, of any other person or entity.

ii. Identification of Third Party Intellectual Property: Contractor shall identify and disclose to VTA all Third Party Intellectual Property required by, incorporated in, or exercised as part of, the Design Intellectual Property and/or Instruments of Service, including using reasonable efforts to provide, to the extent reasonably available: (i) full and specific information detailing Third Party Intellectual Property claimed; (ii) date of authorship, creation, and/or invention; (iii) date of application(s); (iv) application number(s) and registering entity(ies); (v) date of registration(s); (vi) registration number(s) and registering entity(ies), if any; and (vii) owner, including person or entity name and address.

6. PAYMENTS INCLUSIVE: Contractor acknowledges and agrees that the total compensation paid for the Services pursuant to Contract Section []. COMPENSATION and Exhibit [] (Compensation, Invoicing and Payment) includes all royalties, fees, costs, and expenses arising from or related to the Design Intellectual Property, Instruments of Service, and any licenses granted hereunder.

C. NON-INTELLECTUAL PROPERTY RIGHTS: Unless otherwise specified by VTA in writing, Contractor shall deliver to VTA all Instruments of Service, documents, results, and related materials created in the development of Design Intellectual Property as soon as reasonably practicable, but in no event later than the effective date of Contract expiration or termination. Contractor and Contractor's subcontractors and consultants grant to VTA all physical ownership and possession of the Instruments of Service created under and for the purpose of the Contract. Contractor acknowledges and agrees that all Instruments of Service,



documents, results, and related materials created in the development of Design Intellectual Property will be owned by VTA upon creation regardless of when they may be physically delivered to VTA.

D. STANDARDS OF CARE; REPRESENTATIONS AND WARRANTIES:

1. LICENSES, CERTIFICATIONS, REGISTRATIONS, OTHER APPROVALS:

- i.** All Services and/or Deliverables furnished by Contractor will be performed by, or under the supervision of, persons who (i) hold all necessary licenses, certifications, registrations, permits, or approvals to practice in the State of California; (ii) are experienced, competent, and skilled in their respective trades or professions; (iii) are professionally qualified to perform the Services; and (iv) will assume professional responsibility for the accuracy and completeness of the Deliverables, including designs, plans, and other documents prepared or checked by them. Contractor shall perform the Services with the degree of skill and judgment normally exercised by firms performing services of a similar nature. Contractor represents that it is sufficiently organized and financed to perform the Services.
- ii.** In addition to the 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.

2. POWER, AUTHORITY, AND QUALIFICATION:

- i.** Contractor is a [INSERT ORGANIZATION TYPE], duly organized and validly existing under the laws of [INSERT STATE], having the requisite power and all required licenses to carry on its present and proposed activities. Contractor has the full power, right, and authority to execute and deliver this Contract and to perform each and all of the obligations of Contractor provided for under this Contract. Contractor is duly qualified to do business and is in good standing in the State of California as of the Effective Date, and will remain duly qualified and in good standing throughout the Contract term and for as long as any obligations remain outstanding under the Contract.
- ii.** The execution, delivery, and performance of this Contract has been duly authorized by all necessary action of Contactor's governing body. Each person executing this Contract has been duly authorized to execute and deliver each such document on behalf of Contractor.



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3. **COMPLIANCE WITH APPLICABLE LAW:** As of the Effective Date, Contractor is not in breach of any applicable law that would have a material adverse effect on the Services or the performance of any of its obligations under the Contract.

 4. **NO PENDING LEGAL ACTION:** As of the Effective Date, there is no action, suit, proceeding, investigation, or litigation pending and served on Contractor which challenges Contractor's authority to execute, deliver, or perform, or the validity or enforceability of, this Contract, or which challenges the authority of the representative of Contractor executing this Contract; and Contractor has disclosed to VTA before the Effective Date any pending and un-served or threatened action, suit, proceeding, investigation, or litigation with respect to such matters of which Contractor is aware.

 5. **NON-INFRINGEMENT:** Contractor represents and warrants that the Design Intellectual Property, Instruments of Service, and any Contractor Intellectual Property required by, incorporated in, or exercised as part of, the Design Intellectual Property does not infringe upon any right, title, or interest of any person or entity including, without limitation, Intellectual Property rights under applicable United States law or international treaties to which the United States is a member or signatory party. Contractor further represents and warrants that, prior to any delivery of any Design Intellectual Property, Instruments of Service, or Contractor Intellectual Property to VTA, Contractor has conducted a diligent and comprehensive search and evaluation to ensure non-infringement of such upon any right, title, or interest of any person or entity including, without limitation, Intellectual Property rights under applicable United States law or international treaties to which the United States is a member or signatory party.

 6. **NON-PROJECT USE AND MODIFICATION:**
 - i. **Disclaimer of Suitability for Non-Project Use:** Contractor does not represent that the Instruments of Service, as prepared and delivered by Contractor, are suitable for reuse by VTA or other parties for any purposes other than the Project. Reuse of the Instruments of Service by VTA for any purpose unrelated to the Project will be at VTA's sole risk without any liability to Contractor.

 - ii. **VTA Non-Project Use:** If VTA uses the Instruments of Service for purposes other than the Project, VTA shall indemnify, defend, and hold harmless Contractor from all third-party claims, damages, and expenses, including reasonable attorneys' fees, to the extent that the claim(s) is/are caused by such use by VTA.

 - iii. **VTA Independent Modification:** If VTA independently modifies the Instruments of Service without Contractor's involvement or consent, VTA shall indemnify, defend, and hold harmless Contractor from all third-party claims, damages, and expenses,



including reasonable attorneys' fees, to the extent that the claim(s) is/are caused by such modification by VTA.

E. INDEMNIFICATION AND DEFENSE OF CLAIMS:

1. GENERAL INDEMNIFICATION AND DEFENSE OF CLAIMS:

- i. Indemnification:** Subject to the limitations in **Section E.3. Limitation on Indemnification and Defense of Claims** below, and to the greatest extent permitted by law, Contractor will indemnify, defend, and hold harmless VTA, its board members, officers, agents, employees, and consultants (collectively, the "Indemnitees") from any claims, causes of action, suits, legal or administrative proceedings, judgment, settlement monies (regardless of stated purpose or designation), liabilities, losses, injuries, damages, expenses, fines, penalties, liens, stop notices, or fees and costs (including attorneys' and experts' fees and costs) (each a "Claim" and collectively "Claims"), to the extent that the Claims arise out of, pertain to, are caused by, or relate to the negligence, recklessness, or willful misconduct of Contractor and/or its agents, employees, or subcontractors, whether such Claims are based upon a contract, or for personal injury, death, or property damage, or upon any other legal or equitable theory whatsoever.
- ii. Defense:** Subject to the limitations in **Section E.3. Limitation on Indemnification and Defense of Claims** below, and to the greatest extent permitted by law, Contractor will, at its own expense, and upon written request by VTA or any individual Indemnitee, 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 in subparagraph (i) immediately above, regardless of whether Contractor and/or any of its agents, employees, or subcontractors was in fact negligent or reckless or engaged in willful misconduct. In the event a court of competent jurisdiction determines that any suit, action, claim, or demand brought against any Indemnitee was caused in any part by VTA or its agents, servants, or independent contractors who are acting on behalf of VTA, VTA shall promptly reimburse Contractor for the costs of defending the Indemnitees in such action incurred by Contractor, but only in proportion to the liability of VTA or its agents, servants, or independent contractors who are acting on behalf of VTA. In no event will the cost to defend charged to Contractor exceed Contractor's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event that one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution, Contractor must meet and confer with other parties regarding unpaid defense costs.



2. INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION AND DEFENSE OF CLAIMS:

- i. Indemnification:** Subject to the limitations in **Section E.3. Limitation on Indemnification and Defense of Claims** below, and to the greatest extent permitted by law, Contractor will indemnify, defend, and hold harmless the Indemnitees from and against any and all Claims which may be suffered by, incurred by, accrued against, charged to, or recoverable by a third party from any Indemnitee, by reason of any such Claim arising out of or relating to any actual or alleged infringement of any Intellectual Property rights by any (i) Design Intellectual Property, (ii) Instruments of Service, (iii) Contractor Intellectual Property, or (iv) use of any of the aforementioned.
- ii. Defense:** Subject to the limitations in **Section E.3. Limitation on Indemnification and Defense of Claims** below, and to the greatest extent permitted by law, Contractor will, at its own expense, and upon written request by VTA, or any individual Indemnitee, immediately defend any suit, action, claim, or demand brought against any Indemnitee founded upon, alleging, or implicating any claims, liabilities, losses, injuries, damages, expenses, fines, penalties, or fees and costs covered by Contractor's indemnity obligation set forth in subparagraph (i) immediately above, regardless of whether any of the (i) Design Intellectual Property, (ii) Instruments of Service, or (iii) Contractor Intellectual Property did, in fact, infringe upon any Intellectual Property rights.
- iii. Additional Remedies:** If any part of the (i) Design Intellectual Property, (ii) Instruments of Service, or (iii) Contractor Intellectual Property is, or in Contractor's judgment may become, the subject of any infringement Claim, or is likely to be claimed to infringe, misappropriate, or otherwise violate any third-party Intellectual Property right, Contractor will, at its expense and option, do one of the following: (a) procure for VTA the necessary right (including without limitation payment of any settlement monies, royalty, or license fee) to continue using such (i) Design Intellectual Property, (ii) Instruments of Service, or (iii) Contractor Intellectual Property, whether on its own and/or as incorporated into any Instruments of Service, the Project, or any building structure (regardless of construction status or operational status); (b) except when the Claim concerns a building structure (regardless of construction status or operational status), replace or modify the infringing portion of the (i) Design Intellectual Property, (ii) Instruments of Service, or (iii) Contractor Intellectual Property, so it becomes non-infringing; or (c) if (i) the Claim does not involve a building structure (regardless of construction status or operational status) and (ii) none of the foregoing are commercially reasonable, take back the infringing Instruments of Service and refund to VTA a pro-rated amount of any fees paid for the infringing portion of the Instruments of Service. If, in the sole opinion of VTA, the return of such infringing Instruments of



Service makes the retention of other Instruments of Service acquired from Contractor under this Contract impractical, incomplete, or otherwise rendered useless for purposes of the Project, VTA will then have the option of terminating this Contract, or applicable portions hereof, without penalty. Contractor will take back such Instruments of Service and refund any fees VTA has paid Contractor.

- iv. Limitation on Infringement Indemnification and Defense of Claims:** Contractor shall have no liability or obligation under **Section E.2. Intellectual Property Infringement Indemnification and Defense of Claims** with respect to any Claim to the extent the Claim is based upon (a) any reuse of the Instruments of Service by VTA for any purpose unrelated to the Project, or (b) modifications, alterations, combinations, or enhancements of the Instruments of Service by any person or entity other than, and independent of, Contractor, and at the request of VTA, but only to the extent of such modifications, alterations, combinations, or enhancements.
- v. Procedures:** Contractor's obligations under **Section E.2. Intellectual Property Infringement Indemnification and Defense of Claims** are conditioned on the following: VTA must (a) promptly notify Contractor, in writing, of any Claim subject to **Section E.2. Intellectual Property Infringement Indemnification and Defense of Claims** of which VTA has actual knowledge (provided that failure to do so will only release Contractor from this indemnity and defense of claims obligation to the extent that such failure led to material prejudice); (b) in writing, grant Contractor control of the defense of any such Claim and of all negotiations for its settlement or compromise, subject to VTA's right to participate in the defense of such Claim (at VTA's own expense), and provided that no such settlement or compromise may impose any liability or other obligations on VTA; and (c) reasonably cooperate with Contractor to facilitate the settlement or defense of the Claim.
- 3. LIMITATION ON INDEMNIFICATION AND DEFENSE OF CLAIMS:** Nothing in **Section E. INDEMNIFICATION AND DEFENSE OF CLAIMS** is intended to impose on Contractor a duty to defend, indemnify, or hold harmless that is prohibited by applicable law. Contractor's obligations under **Section E. INDEMNIFICATION AND DEFENSE OF CLAIMS** do not extend to Claims to the extent caused by the sole or active negligence or willful misconduct of VTA or its agents, servants, or independent contractors who are acting on behalf of VTA or from damages for defects in designs furnished by those persons. Furthermore, to the extent that Contractor's Services giving rise to a Claim under **Section E. INDEMNIFICATION AND DEFENSE OF CLAIMS** are subject to California Civil Code Section 2782.8, Contractor's obligations under **Section E. INDEMNIFICATION AND DEFENSE OF CLAIMS** shall be limited, to the extent required by Civil Code Section 2782.8, to any liabilities, losses, injuries, damages, expenses, fines, penalties, liens, stop notices, or fees and costs (including attorneys' and experts' fees and costs) that arise



out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor, and in no event shall the cost to defend charged to Contractor exceed Contractor's proportionate percentage of fault.

4. **SURVIVAL:** All of the requirements of **Section E. INDEMNIFICATION AND DEFENSE OF CLAIMS** will survive the expiration or termination of this Contract and remain in full force and effect.



XI. APPENDICES

Appendix A – Approved PSR-PDS 2013-01-11

Appendix B – Appendix B_SR237_Middlefield - Project Location Map

Appendix C – Multimodal Design VTA Board Memo 2009-01-08

Appendix D – Complete Streets Resolution and Policy 2017-12-07

Appendix E – Complete Streets Reporting Requirements - 2017-06-01

Appendix F – Preliminary Milestones Schedule_DRAFT 2019-04-12