

Request for Proposals
RFP S20005

Calaveras Boulevard Near-Term Improvements

Engineering Services

March 20, 2020
Erron Alvey,
Contracts Administrator

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INTRODUCTION: The Santa Clara Valley Transportation Authority, also known as 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 S20005: VTA seeks Proposals from qualified firms to provide engineering services (“Services”) for environmental clearance and the Plans, Specifications & Estimate (“PS&E”) phase of the Calaveras Boulevard (“Blvd”) Near-Term Improvements Project.

The Services resulting from this Request for Proposals (“RFP”) may also potentially include future phases of design and engineering work for the Project, including Design Services During Construction.

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 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.

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.



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 | March 20, 2020 |
| Pre-Proposal Conference – No in-person meeting will be held due to COVID-19 restrictions. | None |
| Deadline to Submit Questions | April 3, 2020 at 4:00 p.m. |
| Deadline to Submit Proposal | April 24, 2020 at 4:00 p.m. |
| Interviews | May 5, 2020 |

B. DESIGNATED POINT OF CONTACT: All communications with VTA regarding this RFP shall be in writing (US mail/ email) to the Designated Point of Contact identified below. All emails must indicate in the subject line “RFP S20005 for Calaveras Blvd Near-Term Improvements.” 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:

Erron Alvey, Contracts Administrator
Santa Clara Valley Transportation Authority
3331 North First Street, Building A
San Jose, California 95134
Email: Erron.Alvey@VTA.org

C. PRE-PROPOSAL CONFERENCE: None. Two weeks have been given for proposer’s to review the documents and submit questions.

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 S20005 QUESTIONS” in the subject line.

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

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 the Proposal in electronic format in the form of a flash drive, to include a separate file containing electronic copies of forms 4 through 7, and 11 clearly labeled “Sealed Cost Proposal Documents.” No hard copies are required.

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

“RFP S20005 CALAVERAS BOULEVARD
NEAR-TERM IMPROVEMENTS”

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.
- 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 expiring **December 31, 2022**. 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 a minimum of ten (10) years of experience.
2. The Proposer’s Project Manager (PM) (see Section IV(B)(4)) must be a licensed engineer registered in the State of California with a minimum of seven (7) years of experience managing complex highway projects.

B. PREFERRED QUALIFICATIONS: The Proposer shall be familiar with Caltrans’, VTA’s, and the City of Milpitas’s requirements, policies, procedures, manuals, and standards. The Proposer shall 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 | 30 Points |
| Local Firm Preference | 10 Points |

1. **QUALIFICATION OF THE FIRM: QUALIFICATIONS OF THE FIRM:** Evaluation of this criterion 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 currently has underway. The factors to be considered for each of these three prior 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, (iv) a comparison of the originally proposed duration of work by the Proposer compared to the actual duration or work completed by the Proposer, and (v) the Proposer’s originally



proposed work budget compared to the actual cost to complete the project. The Proposer's experience working with highway properties or other public agencies, strength and stability of the firm, and assessments by three client references will also be considered as part of this criterion.

- 2. STAFFING AND PROJECT ORGANIZATION:** Evaluation of this criterion will be based on the relevant experience (e.g., experience on similar or related projects for the Project Approval/Environmental Document ("PA/ED") and PS&E phases) of the Proposer's PM, Deputy Project Manager ("DPM") (if applicable) (see Section IV(B)(4)), and other key staff, including staff from subcontractors. Relevant experience includes the following types experience in the past seven 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 highway improvement projects involving multiple agencies and stakeholders. Experience prior to the last seven years can be provided, but the focus of the evaluation for this criterion will be experience in the past seven years. The proposed PM and/or DPM 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 seven years who could be contacted to respond to questions regarding their 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 will be evaluated on how succinctly it describes 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 will be evaluated on the overall proposed duration for completing the work including 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 by the Proposer 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:** 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 that will be taken to ensure optimizing Project delivery effort. The Proposal must provide: (i) solutions, strategies, or recommendations for the identified Project issues and critical items, (ii) a detailed discussion on the proposed stakeholder involvement, and (iii) identification of potential



pitfalls to the successful delivery of this Project and steps that will be taken to avoid the pitfalls including an identification of 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 to demonstrate the Proposer’s Project understanding and proposed delivery efficiencies will factor in the scoring for this criterion. Any new ideas, if any, should be discussed in the Project Understanding section of the Proposal.

5. **LOCAL FIRM PREFERENCE:** Five (5) points shall be awarded if at least fifty percent (50%) of the dollar value of services to be rendered will be performed by a local firm. An additional point shall be awarded for each additional ten percent (10%) of the dollar value of services to be performed by a local firm, to a maximum point award of ten (10) points.

- 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 PM 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

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.
- 3. WORK PLAN/PROJECT UNDERSTANDING:** By presentation of a well-conceived work plan, this section of the Proposal shall establish the Proposer understands VTA's objectives and work requirements and Proposer's ability to satisfy those 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 Work. 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 STAFFING:** This section shall discuss how the Proposer would propose to staff this Project. Proposer Project team members shall be identified by name, location, specific responsibilities on the Project and the estimated person-hours of participation. The Proposer must also identify the team member(s) who will serve as the PM and DPM (if Proposer chooses to assign a DPM); the roles and responsibilities of these team members are described in the Scope of Services. An organizational chart for the Project team and resumes for key personnel must be included. Key personnel will be an important factor considered by the review board. 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.

- 5. ADMINISTRATIVE SUBMITTALS:** The Proposer must complete all the forms attached hereto and submit in the Proposal. Forms No. 4 through No. 7, and No. 11 must be printed and submitted in a separate and sealed envelope 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 **5.43%** 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:

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

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 SBE or DBE to VTA.

2. 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 goal will be achieved. This includes where appropriate, breaking out contract work items into economically feasible units to facilitate SBE 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 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 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: John Wesley White, Chief Procurement Officer
Procurement, Contracts & Materials Management (PCMM)
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. Proposed Project

The Project’s geographical limits are along westbound Calaveras Blvd, approximately between the southbound I-880/Calaveras Blvd off-ramp and the SR 237/McCarthy Blvd. on-ramp in the City of Milpitas (“City”). It is anticipated that this will be a Caltrans encroachment permit project and will not need to go through the Caltrans project development process. The proposed Project is shown in the Project Location Map – **Appendix A**.

Contractor will develop the following improvements under this Contract:

- **Westbound SR 237/Calaveras Blvd on-ramp**
Add a high occupancy vehicle (“HOV”) preferential lane by widening the westbound SR 237/Calaveras Blvd on-ramp. Currently the ramp has two general purpose lanes with one car entry per green at the ramp metering light. This Project involves modification of the existing



SR 237/Calaveras Blvd westbound on-ramp by widening the on-ramp to accommodate 2 general purpose lanes and 1 HOV lane. The widening may begin at the theoretical marked gore of the Calaveras Blvd on-ramp. Widen and restripe to accommodate HOV bypass lane on the right shoulder. The bypass lane will allow westbound HOV vehicles to switch to either the Calaveras Blvd on-ramp or McCarthy Blvd on-ramp depending on queue length (see conceptual drawing with HOV striping on the left shoulder in **Appendix B**).

- **Westbound SR 237/McCarthy Blvd on-ramp**

Extend the existing HOV bypass lane on the ramp back to the signal limit line at McCarthy Blvd. Restripe the right most left-turn lane on Calaveras Blvd approaching McCarthy Blvd from a left turn only lane to a left and through lane to the HOV bypass lane (see conceptual drawing in **Appendix C**).

B. Work to be Performed

VTA will prepare the environmental document for the Project. Contractor will perform all fieldwork, investigation, and special studies towards providing information supporting the environmental document and Contractor will prepare the construction contract bid documents for completing PS&E.

Unless specifically stated otherwise, Contractor will perform all services described herein in accordance with the standards outlined below:

C. APPLICABLE STANDARDS

Contractor must prepare all documents, reports, plans, specifications, and estimates in accordance with Caltrans' regulations, policies, procedures, manuals, and standards, including applicable Federal Highway Administration ("FHWA") requirements. The standards applicable to the Services include but are not limited to the following:

- a. Roadway design must be in accordance with the latest editions, if applicable, of the Caltrans Highway Design Manual and the California Manual on Uniform Traffic Control Devices ("CA MUTCD").
- b. Plans must be prepared in conformance with the latest editions of the Caltrans Plans Preparation Manual and the Caltrans CADD User's Manual.
- c. All field and laboratory testing for geotechnical investigations must be performed and the Materials Report must be prepared in conformance with current editions of the Caltrans Geotechnical Manual, which includes the Guidelines for Geotechnical Design Reports.
- d. Design of improvements which impact existing or proposed underground utilities must conform to Caltrans' Policy on High and Low Risk Underground Facilities within Highway Rights-of-Way.
- e. All right-of-way maps must conform to the current Caltrans Right-of-way Manual. The design for the Project must be in accordance with Caltrans standards and practices. Any exceptions to



applicable design standards must be approved by Caltrans via the process outlined in Caltrans Highway Design Manual and applicable memorandums and design bulletins published by Caltrans.

- f. Submittals must be provided 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 Information and Procedures Guide of the Division of Structures, unless noted otherwise in the Contract.
- g. All designs for the constructed improvements within the City right-of-way must conform to the (i) City Standard Plans, Guidelines, Policy and Procedure, and (ii) City Ordinances.
- h. All constructed improvements must conform to Complete Streets (as defined by the U.S. Department of Transportation) 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 the VTA Bicycle Technical Guidelines.

Contractor must complete the following tasks:

- TASK 1. Project Management & Coordination
- TASK 2. Preliminary Design/Technical Studies
- TASK 3. Environmental Clearance
- TASK 4. Plans, Specifications, and Estimates (PS&E)

D. DETAILED SCOPE OF SERVICES

Unless otherwise specifically stated, Contractor is responsible for performing all of the tasks described below.

Task 1 – Project Management & Coordination

Contractor must provide Project Management services for each task for the entire duration of the Project. It is estimated that the Project duration will be 14 months. Contractor will supervise, coordinate, and monitor activities and product development for conformance with Caltrans, VTA, Santa Clara County, City, and FHWA standards and policies. Contractor must maintain compliance with other codes and standards applicable to the Project. Contractor's Project management activities will consist of the following:



1.1 Project Administration/ Project Coordination

Contractor will perform the following administrative duties for the Project:

- Prepare and submit monthly progress reports that will identify work performed on each task in the preceding month. Percent complete compared to percentages billed for each task will be shown.
- Prepare a monthly summary of total charges made to each task. This summary must 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 must 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 SBE firm participation each month based upon current billing and total billed to date.

Contractor will not perform any extra work without prior written authorization from VTA.

Contractor will coordinate with other agencies, as required by VTA, 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 contractors
- Caltrans
- City Affected utility companies

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, County, City and FHWA standards and policies.
- Ensure compliance with other applicable codes and standards.
- Prior to the start of any work, Contractor will interface with Caltrans and City staff to assure format consistency of all deliverable(s). Any deliverable not conforming to the agreed-upon format must be re-prepared and delivered in the agreed-upon format at no additional cost to VTA.
- Coordinate Contractor’s 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 (i) reflect plan and progress of work and (ii) serve as a master schedule for the Project. Contractor will submit an updated electronic file schedule to VTA on a monthly basis to identify key milestones and work completed.
- Prepare and maintain an Action Item Log.



- Prepare and maintain a Data Request Log.
- Prepare and maintain a Submittals Registry Log, which must include scheduled and actual submittal dates, review periods, and confirmation of receipt of comments.
- Prepare Risk Register and Risk Management Plan in accordance with Caltrans guidelines and requirements.
- Assist VTA with the preparation of any other required documentation such as cooperative activities or public outreach support activities that are needed for the Project.
- Prepare and maintain a Project Management Plan to define how the Project is to be executed, monitored, and controlled.

1.3 Meeting Preparation and Attendance

Contractor will, pursuant to VTA direction:

- Prepare for and attend monthly Project Development Team (“PDT”) meetings. Contractor will arrange the PDT meetings, provide discussion material, and prepare agenda and minutes.
- If requested by VTA, conduct bi-weekly Project coordination conference calls with VTA to ensure timely communication with VTA on critical issues.
- Attend as-needed coordination meetings with VTA, Caltrans, City and other stakeholder agencies to resolve technical issues.
- Prepare and submit all meeting agendas to VTA at least one (1) week prior to the relevant meeting date.
- Prepare and distribute draft meeting minutes for VTA review within five (5) working days after each meeting and allow two (2) weeks for receipt of any comments. Incorporate relevant VTA comments received on draft meeting minutes. Final meeting minutes should be submitted prior to or along with the next meeting agenda.
- Coordinate design workshop meetings with VTA, Caltrans, City, and other agencies to resolve outstanding issues.
- Prepare for and attend study sessions, stakeholder meetings, and City’s City Council Presentations.

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

Contractor must (i) establish and maintain a QMP and Procedures that meet VTA’s Quality Assurance (“VTA QA”) Program requirements, and (ii) conduct independent quality review of reports, plans, specifications, calculations, estimates, and other required deliverables throughout the performance of the Contract.

Contractor must:

- Within twenty (20) calendar days following execution of this Contract, update and submit a QMP and Procedures for the Project for VTA’s approval, and such QMP and Procedures must propose how to implement the requirements of the Contract.



- Strictly comply with the VTA-approved QMP and Procedures in the performance of the Services.
- Require its subcontractors to comply with the Contractor's approved QMP and Procedures. Any waiver of this requirement must be approved in writing by VTA. If VTA grants a waiver of this requirement, the proposed substitute QMP and Procedures must be approved and certified in writing by Contractor as meeting VTA's QA Program requirements.
- 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 must establish and maintain a QMP and Procedures as part of the work plan. Contractor's QMP and Procedures must establish a process to ensure:

- 1) .
- 2) Independent checking (check, back-check, and verification) by non-Project Contractor staff of calculations, plans, specifications, and estimates.
- 3) Distribution of all Project correspondence and memoranda to appropriate personnel.
- 4) Those personnel responsible for assuring quality are independent of those responsible for actually performing the work being assessed for quality.
- 5) Contractor's discipline/task managers approve and certify that required intra-disciplinary review (i.e., internal (independent check) process within each discipline) and quality control activities are satisfactorily performed prior to submittal of deliverables to Contractor.
- 6) Contractor's PM approves and certifies that required inter-disciplinary review (i.e., external review process between disciplines that are conducted to ensure proper interface/continuity and to prevent conflicts among various disciplines) and above requirements are satisfactorily performed prior to submittal of deliverables to VTA or other approving agencies (e.g., Caltrans and City).
- 7) Contractor's Quality Assurance/Quality Control Manager conducts and documents random audits of Contractor's and its 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 of the work and (ii) confirm that conflicts do not exist in areas where various items of work are shown on several discipline drawings.

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

Contractor must conduct and document periodic audits of the Project team (Contractor itself and its subcontractors) and participate in VTA Quality Assurance Audits prior to submitting: (i) Preliminary Design including all technical studies, and (ii) Final PS&E. These Quality Assurance Audits will assess the submittals 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 Items Log
- Data Request Log
- Submittal Registry Log
- Invoices and progress reports including EPPR
- SBE Quarterly and Final Utilization Reports
- Quality Management Plan
- Risk Management Plan and Risk Registry
- Project Management Plan

Task 2 – Prepare Preliminary Design/Technical Studies

Under Task 2, Contractor must develop necessary preliminary design documents. Contractor must compile and review existing data pertinent to the Project. Contractor must also (i) perform planning phase activities, (ii) identify and request supplemental information and surveys, (iii) conduct site visits/field review/field trips, (iv) coordinate with adjacent projects, and (v) obtain information and requirements related to utilities, right-of-way, permits, and geotechnical conditions. Unless otherwise stated below, the deliverables under this Task 2 will be subject to only VTA review.

Contractor must perform the following activities under this Task 2:

2.1 Data Collection and Review - Contractor must obtain and review available data information necessary for final design of the Project. Items to be reviewed will include, but are not limited, to the following:

- Any previous report(s) or documents related to the proposed Project area
- As-built plans
- Traffic data
- Signal timing
- Utility information
- Survey control data
- Preliminary layout plans
- Layout line alignment
- Right-of-way information
- Pertinent historical correspondence
- Pavement structural cross-sections, when available
- Materials report, if available
- Log of test boring sheet, if available



2.2 Encroachment Permit Application - Contractor must apply for and obtain its own Caltrans encroachment permit rider to conduct site investigations of existing conditions, perform flight photography, collect traffic data, and perform field surveys. VTA will prepare a Caltrans encroachment permit application for submission and processing of the Project. Contractor must provide all necessary support to VTA in VTA's efforts to obtain this Caltrans encroachment permit, including providing Project documents required for the encroachment permit.

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

2.4 Traffic Analysis –Contractor must collect morning/AM peak period turning movement counts at the following intersections in the City:

- SB I-880 off-ramp/ Calaveras Blvd
- Calaveras Blvd/ McCarthy Blvd

Contractor must also obtain mainline and ramp counts from Caltrans at the following locations in the City:

- SR 237 WB (mainline) near Calaveras Blvd
- SR 237 WB (mainline) near McCarthy Blvd
- SR 237 WB Calaveras Blvd on-ramp
- SR 237 WB McCarthy Blvd on-ramp

Assumptions: It is anticipated that Caltrans will provide recent traffic counts at the above listed mainline and ramp locations.

For each of the study ramps Contractor must develop morning/AM peak period analysis for the existing and existing plus Project scenarios. At the WB SR 237/Calaveras Blvd on-ramp where a HOV bypass lane will be added, queue length calculations for the mainline WB SR 237 and Calaveras Blvd on-ramp must be prepared via the use of a spreadsheet that calculates queues based on the relationship of demand flow to service rate (metering rate).

The study intersections (Calaveras Blvd/ I-880 SB off-ramp and Calaveras Blvd/ McCarthy Blvd) must be analyzed under morning/AM peak hour conditions under Existing and Existing Plus Project conditions. Peak hour factors must be based on the traffic counts. Peak hour delay and level of service must be calculated for each intersection consistent with the Caltrans Highway Capacity Manual analysis procedures. Contractor must prepare a Traffic Operations Technical Memorandum for both Project ramps summarizing the results and findings. Signal timing for Calaveras Blvd/ McCarthy Blvd must be verified with the striping changes.

Contractor must submit an Administrative Draft Technical Memorandum for VTA internal review and written comments. Contractor must respond to VTA comments on the Draft Technical Memorandum and prepare the Final Draft Technical Memorandum. The Services



do not include forecasting of future traffic volumes or using detailed analysis tools such as FREQ or microsimulation tools such as VISSIM to evaluate mainline operations.

2.5 Geotechnical Materials Report—Contractor must perform geotechnical field investigations and testing as required for the highway work associated with the Project including but not limited to widening of ramp, new signs, and the addition of a new ramp signal. Contractor must perform the following activities:

- Research and Data Collection: Review of readily available geologic and soil literature in the vicinity of the site including review of as-built drawings.
- Field Exploration: For the proposed pavement widening, Contractor must drill and collect R-value samples from two locations along the ramp and the roadway. The sampling must be performed in the dirt shoulder area. Contractor must not perform any pavement coring.
- Contractor must choose the boring locations based depend upon the available access and overhead and underground utilities.
- Laboratory Testing: Perform R-value tests on the bulk samples. It is anticipated that two tests are required. A corrosion test must be performed on one sample for assisting in any culvert design.
- Soils Analysis/Evaluation: Perform engineering analyses and develop design recommendations for the proposed pavement sections. Contractor must use the Traffic Index provided by Caltrans.
- Prepare Draft Geotechnical Materials Report: Prepare preliminary recommendations for the proposed pavement section.
- Prepare Final Geotechnical Materials Report: Prepare detailed report, including design recommendations for the proposed pavement and incorporation of review comments from VTA and/or Caltrans.

2.6 Site Investigation Report (ADL, Asbestos, Pesticides)

Contractor must prepare and submit to VTA for review a draft Site Investigations Report on the investigations and findings of the soil within the Project area. Upon receipt of review comments from VTA, the report must be revised, and the Final Site Investigations Report must be prepared and submitted.

The test results must be used to develop the necessary procedures and program for identifying the extent of the contaminated soil and removal (if any). The results may further be utilized to determine the applicability of the California Department of Toxic Substances Control variance prepared for the reuse of aerial lead impacted soil within the State highway right-of-way.

Roadway samples must be tested for total lead, CAM 17 metals, soluble lead, TPHd/mo, TPHg/BTEX/MTBE, NOA, pesticides, and for pH.

In case the initial investigation findings determine that additional investigations, including additional sample collections and testing, are needed to further evaluate the hazardous waste found in the Project geographical limits, then additional work required must not be performed



as part of the Services under this Contract, unless otherwise agreed in writing signed by both parties.

2.7 Prepare Draft Roadway Plans

Contractor must prepare the following plan sheets for the draft roadway plans set of drawings:

- Typical Cross Sections
- Geometric Drawings (GeDs)
- Profile Diagrams
- Utility maps
- Pavement Delineation
- Sign Sheets
- Stage Construction/Traffic Handling Plans & Detours
- Erosion Control Plan
- Electrical and TOS Plans
- Irrigation Plans
- Summary of Quantities

2.8 Drainage Review and Design

Contractor must review the available data and prepare design calculations to assess the capacity of the existing drainage systems, the need for any drainage improvements, and the proposed new drainage facilities. The results and design recommendations must be summarized in the Drainage Report.

2.9 Traffic Management Plan (TMP)

During construction of the Project, the on-ramp will most likely be subject to ramp closures. Contractor must investigate acceptable traffic handling plans and determine if extended ramp closures and detours are required. If extended closures are required, Contractor must work with the VTA, City, and Caltrans to develop acceptable detours and Project lane closure charts. Contractor must perform lane closure calculations per Caltrans' standard methodology and submit a draft Lane Closure Report to Caltrans for review.

Contractor must prepare a TMP to minimize construction-related congestion impacts and mitigate those impacts where appropriate through awareness strategies. The TMP report must be prepared using the most current Caltrans TMP Guidelines.

2.10 Prepare Utility and Right-of-Way Certifications

Contractor must prepare draft Utility and Right-of-Way Certifications and submit such to VTA and Caltrans for review. Review comments must be responded to and incorporated into final Utility and Right-of-Way Certifications, which must then be submitted to VTA and Caltrans for final approval.

Task 2 Deliverables

- Update Design Surveys and Survey Control Data
- Traffic Analysis Technical memorandum



- Geotechnical materials Report
- Site Investigation Report
- Roadway Plan Sheets
- Drainage Report
- Traffic Management Plan
- Utility and Right-of-way requirements

Task 3 – Environmental Process

VTA is the lead agency for CEQA for this Project. Contractor must provide all necessary engineering services to support the CEQA effort led by VTA, including providing Project information such as exhibits required for any updated technical studies.

Task 3 Deliverables

- Design support services for VTA to prepare CEQA

Task 4 – Plans, Specifications, and Estimates (100% PS&E)

4.1 **Respond to Draft Review Comments and Prepare Final Roadway Plans**

Contractor must meet with VTA to review and discuss comments on the draft PS&E submittal. Comments must be resolved and included as directed by VTA. All comments from the draft reviews must be incorporated into the final plans. All required technical reports required (as set forth in Task 2) must be updated and finalized as determined necessary by VTA. This final PS&E must be a complete PS&E with all plans, details, final estimates, and specification included.

4.2 **Prepare Final Plans, Specifications, and Estimates**

Contractor must update and incorporate into the deliverables submitted by Contractor under Task 2 all comments received from VTA, Caltrans and all of its units, and other stakeholder agencies.

4.2.1 Contractor must submit to VTA and Caltrans the revised quantities and cost estimate.

4.2.2 Contractor must (i) coordinate the plans, specifications, and estimates with its design sub-consultants and (ii) provide highway design interfaces with structures design when all documents are combined to form a single Project PS&E package.

4.2.3 Contractor must prepare a fully edited set of special provisions (technical specifications) and provide suggestions for how combine them with the general and special conditions provided by VTA.

Contractor must submit the Final Design (100% PS&E) and Final PS&E Specifications in the Caltrans-required format.

4.3 **QA Review**



VTA will review all Project documents for completeness and overall quality. Contractor must provide all support that is needed for VTA during this review.

VTA will conduct a review of all Project documents to ensure that all the comments received from VTA, Caltrans, and other stakeholder agencies were incorporated into the Final Design (100% PS&E) and Final PS&E package. Contractor must support VTA during this review.

4.4 Submit Final PS&E

The final PS&E and final technical reports must be submitted for VTA, Caltrans, and City review. Included in the submittal must be written responses to the comments received in during draft PS&E review. Contractor must incorporate all comments and finalize PS&E and submit to VTA for final review.

4.5 Prepare Bid Set (PS&E) and Submit to VTA

After receipt of the approved Caltrans encroachment permit, VTA will package the final PS&E into the construction contract bid documents, and electronic copies. Contractor must provide support to VTA in these efforts, as requested by VTA.

Task 4 Deliverables

Contractor must perform in-house quality control review and submit the following Project documents to VTA for review:

- Final Design plan sheets
- Final Draft PS&E Documents
- Final PS&E Bid Set

D. Potential Additional Services

VTA's intent, subject to the limitations and clarifications set forth below, is to award the Proposer selected under this RFP all phases of design work for the Project. In addition to the Tasks outlined above, this may include Design Support During Construction ("DSDC"), as described below ("Potential Additional Services").

VTA may, in its sole discretion, request for Contractor to perform these Potential Additional Services under the Contract resulting from this RFP. These Potential Additional Services are considered optional and Proposer's must not include cost information/performance of these Potential Additional Services in Proposals; however, in order to qualify for award of the Potential Additional Services, Proposers must inform VTA if they are qualified and capable of providing the Potential Additional Services and must provide evidence of such qualifications and capabilities in the Proposal.

5.1 Design Services During Construction

Contractor will provide engineering services, including project management, to support the construction phase of the Project. Construction administration will be the responsibility of VTA or its assignee.



5.2 Additional PEER (Permit Engineering Evaluation Report)

Contractor will prepare PEER if a PEER is determined to be the appropriate level of documentation by Caltrans and VTA.

5.3 Additional Traffic Analysis

As required, Contractor will perform additional analysis to determine the effects of the Project on traffic operations on Calaveras Blvd.

Reserve the Right to Not Award

Notwithstanding the foregoing and for the avoidance of doubt, VTA reserves the right to (i) not award any Potential Additional Services, (ii) award some portion of the Potential Additional Services, and/or (iii) engage another party to perform any of the Potential Additional Services. Therefore, the Proposer awarded the Contract under this RFP is not guaranteed work on any Potential Additional Services.

Potential Additional Services Procedure

Upon VTA's request for Contractor to perform any Potential Additional Services, a detailed Scope of Services will be provided to Contractor in order to prepare a Contract amendment to include the Potential Additional Services. Upon successful negotiations, a Contract amendment will be executed by both parties. Contractor must not perform any Potential Additional Services unless and until this process is completed and a written Contract amendment is signed by both parties for the performance of such.



IX. ADMINISTRATIVE SUBMITTALS

Proposer must submit all forms as part of the Proposal. Forms No. 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. A&E SERVICES 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 FOR DATA
COLLECTION REQUIREMENTS**

FORM 8. LOCAL FIRM CERTIFICATION

FORM 9. KEY STAFF AVAILABILITY FORM

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

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

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

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

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

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

Signature: Firm Name: Date:



FORM 3. EXCEPTIONS TO THE CONTRACT

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

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

Proposer takes exception to the following:

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

*Make copies of this page if necessary

“Proposer takes no exceptions”

Firm Name:

Name

Title

Signature

Date



FORM 4. A&E SERVICES COST PROPOSAL FORM

SUBMIT IN A SEPARATE SEALED ENVELOPE

Proposer Name:

DETAIL DESCRIPTION OF COST ELEMENTS

| A. DIRECT LABOR | | | | |
|---|-------------------------------|---------------------------|---------------------|----------------------------|
| Specify Classification/Title | Proposed Employee Name | ESTIMATED HOURS | RATE/HOUR | ESTIMATED COST (\$) |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| TOTAL DIRECT LABOR COST | | | | |
| B. INDIRECT COST RATE | | | | |
| | TYPE | RATE (%) | X Total DLC= | |
| ICR subject to approval and annual recertification. | Fringe and Benefits | | | |
| | Overhead | | | |
| | General and Administrative | | | |
| TOTAL INDIRECT COSTS | | | | |
| 1. TOTAL LABOR COST (A+B) | | | | |
| 2. FIXED FEE | % | X Total Labor Cost | | |
| | = | | | |
| 3. TOTAL OF SUBCONTRACTOR COSTS (Attach SubContractor Proposals. Must be in same format) | | | | |
| 4. TOTAL OF OTHER DIRECT COSTS (Attach Listing. Must be allocable and approved in advance) | | | | |
| TOTAL COST PROPOSAL (SUM 1-4) | | | | |

NOTE: Fair Labor Standards Act (FLSA) exempt employees must be marked with an asterisk (*) and employees subject to prevailing wages must be marked with two asterisks (**).

Firm Name:

Name

Title

Signature

Date



FORM 5. LISTING OF MWBE PRIME AND SUBCONTRACTORS

Firm (Prime): _____ Phone: _____

MWBE: Yes No Age of Firm _____

Address: _____ Name & Title: _____

City, State, _____ Signature/ _____

Zip: _____ Date _____

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

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

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

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

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

Description of Work

1. _____

2. _____

3. _____

4. _____

5. _____



FORM 6. LISTING OF SBE PRIME AND SUBCONTRACTORS

Firm (Prime): _____ Phone: _____

SBE: Yes No Age of Firm _____

Address: _____ Name & Title: _____
 City, State, _____ Signature/ _____
 Zip: _____ Date _____

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

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

CREDIT FOR SBE 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 SBE to non- SBE firms, towards the SBE goal.

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

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

Description of Work

1. _____
 2. _____
 3. _____
 4. _____
 5. _____

SBE GOALS ARE DETERMINED ON BASE PROPOSAL AMOUNT:

Total Contract Amount \$ _____
 SBE Contract Amount \$ _____

$$\frac{\text{SBE Contract Amount}}{\text{SBE Contract Goal}} \times 100 = \frac{\text{SBE Goal Achieved}}{\text{Base Contract}} \times 100 \%$$



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

Proposer: _____

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

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

| Firm Name | City and State | Portion of Work or Proposed Item | Ethnicity* | Gender+ | Estimated Dollar Amount of Subcontract |
|-----------|----------------|----------------------------------|------------|---------|--|
| | | | | | |
| | | | | | |
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| | | | |
|-------------|---------------------|----------|--------------|
| *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. | | | |
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| | | | | 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 10 RESOURCE PLAN (Hours).xls"
TO BE DOWNLOADED FROM VTA WEBSITE**



FORM 11. RESOURCE PLAN (Dollars)

**EXCEL File Filename: "Form 11 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 ENTERPRISES (SBE) REQUIREMENT

EXHIBIT A7 PREVAILING WAGE REQUIREMENTS

EXHIBIT A8 DESIGN PROFESSIONAL SERVICES SPECIAL TERMS AND
CONDITIONS



EXHIBIT A CONTRACT
BETWEEN
SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
AND
CONTNAME
FOR
[SERVICES]

CONTRACT NO. S20005

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 [] (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, 2022** (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 [] for the Services.

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

E. PERFORMANCE OF THE SERVICES:

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



F. ASSIGNMENT AND SUBCONTRACTS:

1. Contractor shall not assign or transfer this Contract or any portion thereof without the prior written consent of VTA. Additionally, Contractor shall not subcontract any part of its Services other than to those subcontractors that may be identified in Exhibit []. Any assignment, transfer, change or subcontract in violation of this Contract shall be void.
2. Contractor shall be fully responsible and liable for the Services, products and actions of all subcontractors and suppliers of any tier, and shall include in each subcontract any provisions necessary to make all the terms and conditions of this Contract fully effective.

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

H. AUDIT AND RECORDS:

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



I. PROHIBITED INTERESTS:

- 1. SOLICITATION:** Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, VTA shall have the right to rescind this Contract without liability.
- 2. INTEREST OF PUBLIC OFFICIALS:** No Board Member, officer or employee of the VTA during his or her tenure or for two (2) years thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof.
- 3. INTEREST OF THE CONTRACTOR:** The Contractor covenants that, presently, Contractor, its officers, directors or agents, have no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree (or create an appearance of conflict) with the performance of the Services. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be knowingly employed.

J. TERMINATION AND SUSPENSION:

- 1.** VTA may, by giving at least ten (10) business days' written notice to Contractor, terminate this Contract, or suspend performance hereunder, in whole or in part at any time for VTA's convenience. Contractor shall be compensated (i) in accordance with the terms of this Contract for the Services satisfactorily performed prior to the effective date and time of termination or suspension, or (ii) the minimum dollar amount stated herein, whichever is applicable. Contractor shall have no right to recover lost profits on the balance of the Services.
- 2.** VTA, by written notice given to Contractor, may declare default in Contractor's performance of any term of this Contract, specifying with particularity the basis for such default. Contractor shall deliver a response thereto in writing to VTA within two (2) business days of receipt of the notice, setting forth a reasonable proposal to cure the default. If Contractor fails to deliver the foregoing response on time or fails to cure the default within ten (10) business days after receipt of the notice (or within such additional time the Parties may agree upon in writing), VTA may elect to terminate this Contract for cause by serving written notice thereof to Contractor.
- 3.** In the event of such termination for cause, VTA shall be relieved of any obligation of further payment to Contractor, including its obligation to procure the minimum dollar amount stated herein (if any), and may complete the remainder of the Services by itself, or by using an alternative, third party contractor. The additional cost to VTA for completing the Services shall be deducted from any sum due to the Contractor and the balance, if any,



shall be paid to the Contractor upon demand. The foregoing shall be in addition to any other legal or equitable remedies available to VTA.

4. If, after termination for failure to fulfill Contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the Parties shall be the same as if the termination had been issued for the convenience of VTA.

K. GENERAL PROVISIONS:

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



- 5. CONFIDENTIALITY AND DISCLOSURE:** Except as set forth in this paragraph, Contractor must not disclose to third parties any information, data, or materials that the Contractor obtains from VTA or otherwise learns of or is exposed to in the course of the performance of this Contract or information developed or obtained by Contractor in the performance of this Contract (“**Confidential Information**”). In addition, Contractor must not disclose or use any Confidential Information for any purpose other than the performance of the Services. Notwithstanding the foregoing, Contractor may disclose Confidential Information to third parties or use such information for purposes other than performance of the Services if: (1) VTA provides express written consent for such use or disclosure; (2) the information is known to Contractor prior to obtaining such information from VTA or performing Services under this Contract; (3) the information is, at the time of disclosure by Contractor, then in the public domain; (4) the information is obtained by or from a third party who did not receive it, directly or indirectly, from VTA and who has no obligation of confidentiality with respect thereto. In addition, Contractor may disclose Confidential Information if required to do so by court order. However, upon receipt of an order requiring such disclosure, Contractor must inform VTA as soon as practicable in order to allow VTA to challenge such order if it determines that such challenge is appropriate. For purposes of this Section, “third parties” do not include those employees or authorized subcontractors engaged in the performance of the Services.
- 6. NONWAIVER:** Failure of VTA to insist upon strict performance of any terms or conditions of this Contract or failure or delay in exercising any rights or remedies provided herein or by law or its failure to properly notify Contractor in the event of breach or its acceptance of or payment for any Services hereunder shall not release Contractor from the representations or obligations of this Contract and will not be deemed a waiver of any right of VTA to insist upon strict performance hereof or any of its rights or remedies hereunder.
- 7. SEVERABILITY:** If any of the provisions of this Contract (or portions or applications thereof) are held to be unenforceable or invalid by any court of competent jurisdiction, VTA and Contractor shall negotiate an equitable adjustment in the provisions this Contract with a view toward effecting the purpose of this Contract, and the validity and enforceability of the remaining provisions or portions or applications thereof will not be affected thereby.
- 8. INDEPENDENT CONTRACTOR:** In performance of the Services, Contractor will be acting as an independent contractor and not the agent or employee of VTA.
- 9. ENTIRE CONTRACT:** This Contract constitutes the entire contract between VTA and Contractor relating to the subject matter hereof and supersedes any previous contracts, agreements, or understandings, whether oral or written.
- 10. AMENDMENT:** Except as expressly provided herein, the provisions of this Contract cannot be altered, modified or amended except through the execution of a written amendment executed by VTA and Contractor.



11. COMPLIANCE WITH APPLICABLE LAW: In the performance of the Services, Contractor and its subcontractors shall comply with all applicable requirements of state, federal and local law. The provision of this paragraph shall be included in any subcontracts hereunder.

12. DOCUMENTS AND WRITTEN REPORTS: In accordance with Government Code § 7550(a), any document or written report prepared in whole or in part by nonemployees of VTA shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of the document or written report if the total cost of the work performed by nonemployees of the agency exceeds five thousand dollars (\$5,000.00). The contract and subcontract numbers and dollar amounts shall be contained in a separate section of the document or written report.

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

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

1. AUTHORIZED REPRESENTATIVES:

VTA:

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

Contractor:

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

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

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

VTA:

Erron Alvey, Contracts Administrator
3331 N. First Street, Bldg. A
San Jose, CA 95134-1927



Erron.Alvey@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 [].

N. INDEMNITY AND DEFENSE OF CLAIMS: Contractor shall adhere to the indemnity and defense of claims requirements 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 A9.
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").

Signatures of parties on following pages



*Santa Clara Valley
Transportation Authority*

Contname

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 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.

VTA will compensate Contractor for the Services on a cost reimbursement basis for 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 will 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 [], which contains the names and rates for Exempt and Non-Exempt Personnel.

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

Non-Exempt Personnel: Non-exempt personnel must be compensated premium time in accordance with California law.

Overtime: Premium rates must be compensated in accordance with California law. All premium time must be 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 must 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. VTA may, in its sole discretion, 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 that VTA, in its sole discretion, considers to be essential.

3. INDIRECT LABOR COSTS: Indirect labor costs will be calculated as 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 will 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 must be refunded or credited in total to VTA or paid to Contractor, as applicable.

4. FIXED FEE: VTA shall pay Contractor a fixed professional fee of **\$XX,XXX.00** for performance of the Services.

Each invoice submitted by Contractor must include a progress payment of a portion of the fixed fee. The portion of the fixed fee included in each invoice must 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/Maximum Contract value) X 100.

5. SUBCONTRACTOR COSTS: VTA will reimburse subcontractor costs at actual cost with no markup. Subcontractor costs must be supported by appropriate documentation for reimbursement.

6. OTHER DIRECT COSTS (ODCs):

a. The following categories of expenses are considered ODCs:

a. **Travel Expenses:** Any travel expense (as described below) must be authorized by VTA in writing prior to Contractor incurring the expense of such travel. VTA may deny reimbursement of any travel expense incurred by Contractor prior to VTA's written approval. If VTA approves of the travel expense, VTA will reimburse the



following types of travel expenses related to the performance of Services at the following per-diem or lump sum rates:

Car Rental: \$50/day (including all gas and all associated fees)

Flight: The rates set forth as GSA City Pairs Gov't "YCA" Fare (<https://cpsearch.fas.gsa.gov/cpsearch/search.do>)

Food/Beverage and Hotel: The rates set forth as GSA per diem rates (<https://www.gsa.gov/travel/plan-book/per-diem-rates>)

Mileage: The rates set forth as GSA mileage allowance (<https://www.gsa.gov/travel/plan-book/transportation-airfare-pov-etc/privately-owned-vehicle-pov-mileage-reimbursement-rates>)

Key Personnel Housing: \$2,700 per month either (i) for the duration of the Contract term or (ii) until the Key Personnel is no longer needed for performance of Services, whichever period of time is shorter.

- b. VTA will reimburse parking, tolls, deliveries, printing, plan reproduction, and blue print services expenses directly associated with the Services at actual cost without markup. Contractor must provide appropriate supporting documentation, including detailed receipts. If any of the ODCs described in this paragraph will exceed \$500.00, Contractor must receive VTA's written approval prior to incurring such expense. VTA may deny reimbursement of any such ODC expense incurred by Contractor prior to VTA's written approval.
- b. Except as otherwise provided herein, telephone charges, computer costs, CAD machine charges, in-house copying charges, and facsimile charges must be included in overhead and will not be reimbursed as an ODC. Additionally, VTA will not reimburse any of the following types of expenses: alcohol, travel upgrades, fines, memberships, loss of personal property or cash, "no shows," or personal itinerary changes.
- c. No other categories of expenses will be subject to reimbursement as an ODC without the prior written approval of VTA.

B. INVOICING:

1. **INVOICE FORMAT:** VTA will compensate and reimburse Contractor 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 must be listed separately. Further, invoices must be in a form acceptable to VTA and each invoice must include:
 - Description of the work performed separated by task.
 - Hours worked by personnel classification.



- Rate per personnel classification.
 - ODCs, including receipts and/or supporting documentation
 - Subcontractor costs supported by itemization in the same format.
 - Fixed fee amount.
 - Total costs.
 - Percent of schedule and budget expended.
2. **WAIVER:** Contractor will be deemed to have waived the right to payment for Services not invoiced for within six (6) months of the date the Services were performed. For purposes of this provision, the date of the invoice will be the date the invoice is received by VTA.
3. **INVOICE SUBMITTAL:** Contractor shall submit invoices by e-mail to the address listed below. Invoices must be in a PDF, Word, or Excel format.

Email: VTAAccountsPayable@vta.org

4. Should VTA contest any portion of an invoice, VTA will hold that portion for resolution, but VTA will process the uncontested balance 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 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 must pay subcontractors for satisfactory performance of any of the Services performed by subcontractors within fifteen (15) days of receipt of payment by VTA for such Services. Contractor must 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
for
PROFESSIONAL SERVICE CONTRACTS**

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.
- e. Contractor’s Pollution/Environmental Impairment Liability: covering liability arising out of the treatment, handling, storage, transportation, or accidental release of any hazardous material.

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.

- 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.
 - e. Contractor's Pollution/Environmental Impairment Liability: \$1,000,000 per occurrence.
- 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. S19246

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. 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 **5.43** % 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.sdbbe.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 for the base work, monthly as Additional Services are incorporated into the contract, 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.
- B.** 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 11/2019)

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 on-ramp improvements for the Westbound SR 237/Calaveras Blvd on-ramp and Westbound SR 237/McCarthy Blvd on-ramp.

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 California, 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 Contractor's governing body. Each person executing this Contract has been duly authorized to execute and deliver each such document on behalf of Contractor.

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:



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- 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 must indemnify, defend, and hold harmless VTA, any public agencies within whose jurisdiction, on whose behalf, or on whose property the Services are being performed, any party VTA is contractually obligated to identify in this Contract as an indemnitee, and each of their respective Board of Directors, Board of Supervisors, Councils, individual board members, officers, agents, employees, and consultants (each, an “Indemnitee”; collectively, the “Indemnitees”) from any claims, 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 must, 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 must 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 must, 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 must, 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 will 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.



EXHIBIT A9 PREVAILING WAGE REQUIREMENTS

- H. 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.
- I. 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.
- J. 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.
- K. 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.



L. 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.

M. 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.

N. 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.



XI. APPENDICES

ALL APPENDICES ARE AVAILABLE FOR DOWNLOADING FROM VTA WEBSITE

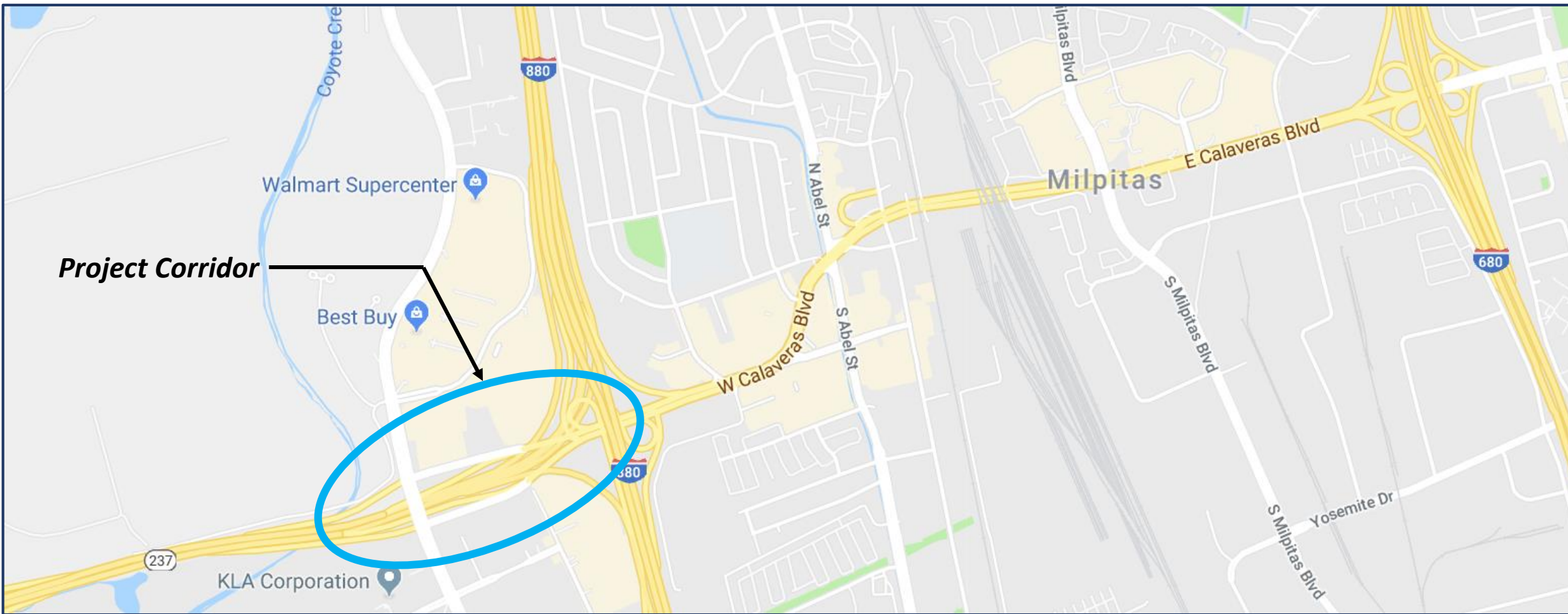
Appendix A – Project Location Map

Appendix B – Westbound SR 237/Calaveras Blvd On-Ramp Conceptual Drawing

Appendix C – Westbound SR 237/McCarthy Blvd On-Ramp Conceptual Drawing

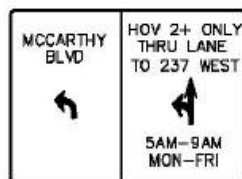
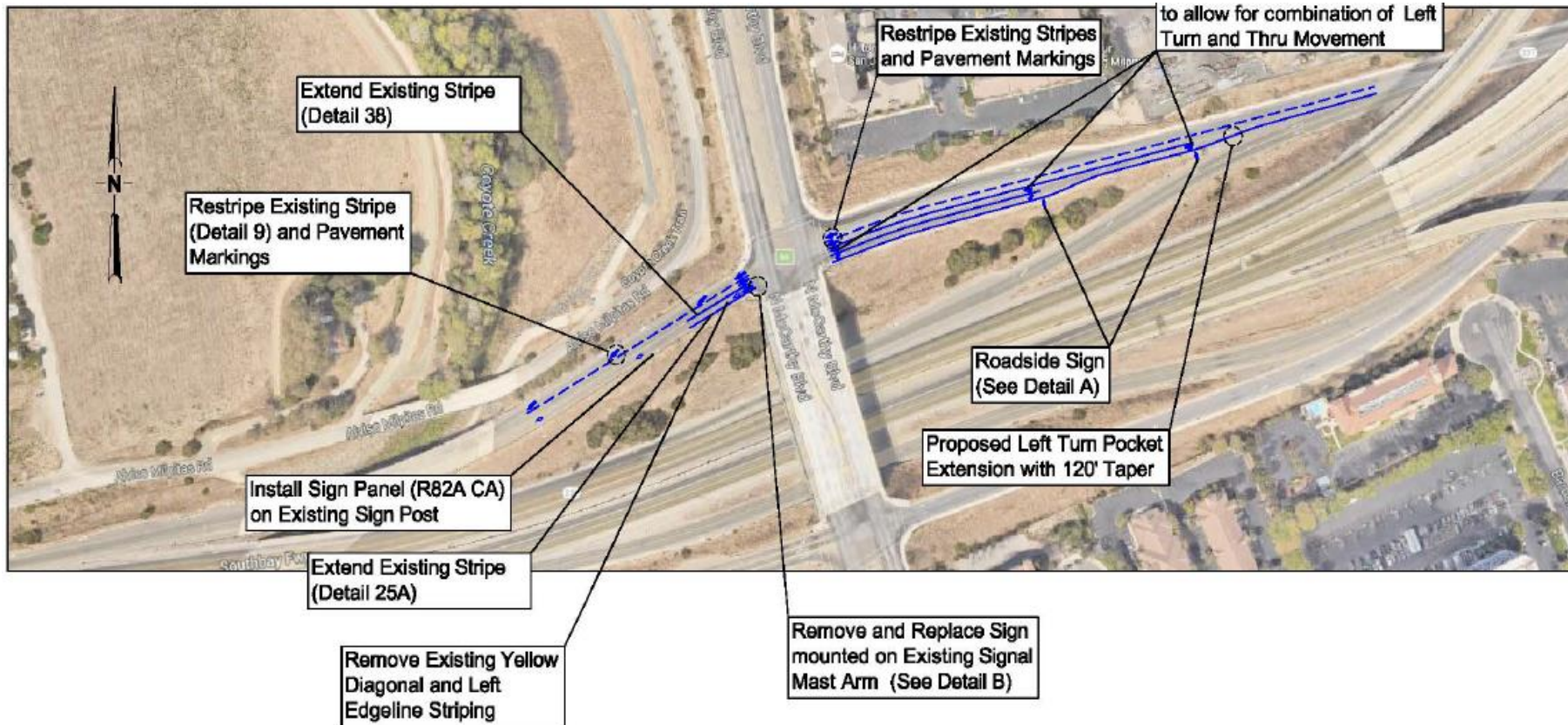
Appendix D – VTA-Caltrans permit form TR-0120

Appendix A – Project Location Map

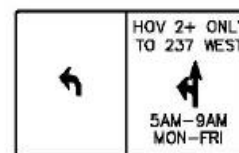


Appendix B

SR 237/ McCarthy On-Ramp Improvements



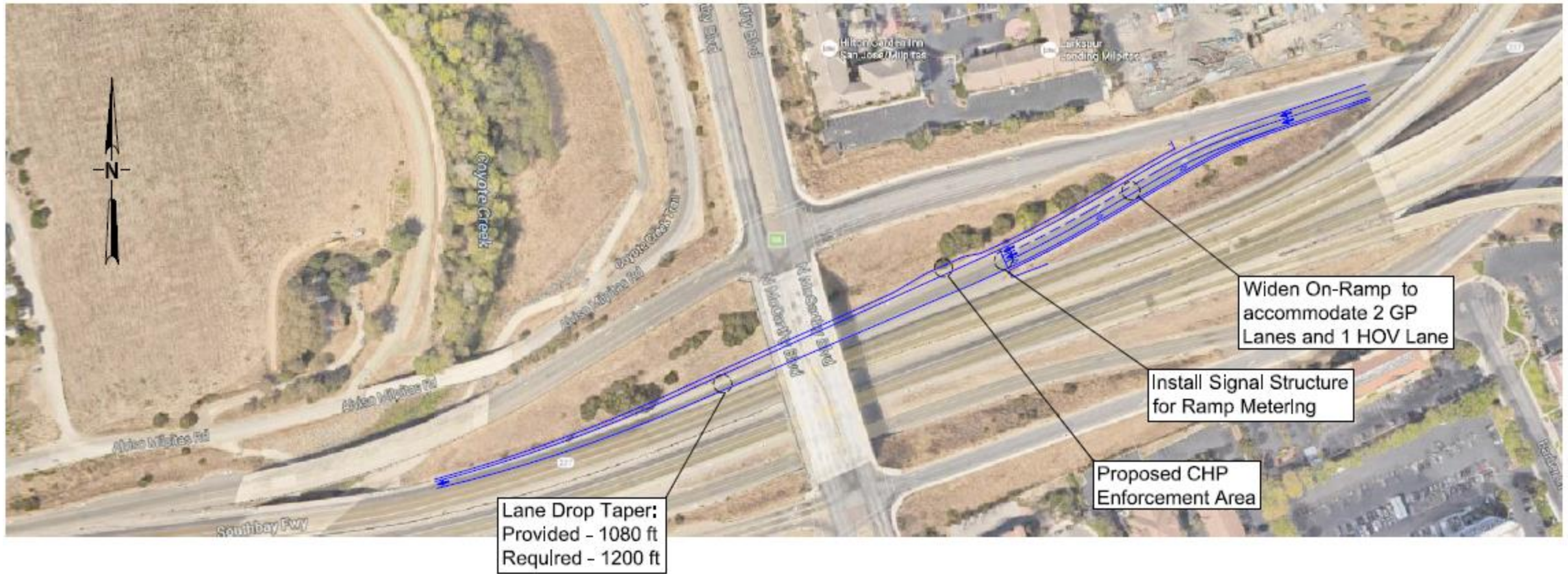
Detail A



Detail B

Appendix C

SR 237/ Calaveras On-Ramp Improvements



STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
ENCROACHMENT PERMIT

TR-0120 (REV 6/2012)

Permit No.

04-18-N-SV-1611

In compliance with (Check one):

- Your application of 7/24/18
- Utility Notice No. _____ of _____
- Agreement No. _____ of _____
- R/W Contract No. _____ of _____

Dist/Co/Rte/PM

04/SCL/VAR/VAR

DATE

8/3/18

Fee Paid

Exempt

Deposit

Performance Bond Amount

N/A

Payment Bond Amount

N/A

Bond Company

N/A

Bond Number (1)

N/A

Bond Number (2)

N/A

TO: Santa Clara Valley Transportation Authority (VTA)
 3331 North First Street
 San Jose, CA 95134
 Email: gene.gonzalo@vta.org
 Attn: Mr. Gene Gonzalo
 Phone (408) 952-4236

, PERMITTEE

and subject to the following, **PERMISSION IS HEREBY GRANTED** to:

Perform data collection, including field reconnaissance, field testing, and surveys for all phases of project planning and development related to VTA projects, on State Highway 04-SCL-9,17, 25, 35, 82, 85, 87, 101, 152, 156, 130, 237, 280, 880, and 680, at various post miles, in various cities, in Santa Clara County.

A minimum of 7 days prior to the start of work under this permit, notice must be given to State Representative Casey Tarokh, 10130 Bubb Road, Cupertino, CA 95014, at casey.tarokh@dot.ca.gov or (408) 452-7131, and Luis Melendez, 380 Foster City Blvd., Foster City, CA 94404, at luis.melendez@dot.ca.gov or (510) 715-6805, weekdays between 7:00 a.m. and 3:30 p.m., excluding holidays.

Notwithstanding General Provision 35, lane closures and other activities that may cause a traffic impact requires the permittee to apply for and obtain a closure ID prior to the start of work. Requests must be submitted using the attached "Encroachment Permit Work Scheduling Request Form."

THIS PERMIT IS NOT A PROPERTY RIGHT AND DOES NOT TRANSFER WITH THE PROPERTY TO A NEW OWNER.

The following attachments are also included as part of this permit (*Check applicable*):

- Yes No General Provisions (TR-0045)
- Yes No Utility Maintenance Provisions
- Yes No Special Provisions
- Yes No A Cal-OSHA permit, if required: Permit No.
- Yes No As-Built Plans Submittal Route Slip for Locally Advertised Projects
- Yes No Water Pollution Control Documents (SWPPP/WPCP/TR-400)

In addition to fee, the permittee will be billed actual costs for:

- Yes No Review
- Yes No Inspection
- Yes No Field Work

(If any Caltrans effort expended)

Yes No The information in the environmental documentation has been reviewed and considered prior to approval of this permit.

This permit is void unless the work is completed before August 1, 2020.

This permit is to be strictly construed and no other work other than specifically mentioned is hereby authorized. No project work must be commenced until all other necessary permits and environmental clearances have been obtained.

Permit Engineer: Lishan Kebede

c: ESherman III (2)
 Casey Tarokh
 Luis Melendez
 TMC
 DTM/John Favors

APPROVED:

DAVID SALLADAY, District Permit Engineer

BY:

AMJAD NASEER, Senior Permit Engineer

ADA Notice

For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

In addition to the attached "Encroachment Permit General Provisions" (TR-0045, Rev. 05/2007) and Stormwater Special Provisions (TR-0400) (both available at <http://www.dot.ca.gov/hq/traffops/developserv/permits/>), all work permitted herein must comply with the following permit special provisions:

Notwithstanding General Provision 4, work must not begin until the contractor performing the work applies for and obtains a separate, site specific encroachment permit (referred to as a Double Permit, or DP) for the work authorized herein. An initial fee/deposit of \$492.00 is required at the time of application for permit processing and inspection. Additional inspection hours will be charged at the current State hourly rate.

A pre-job meeting with the State Representative is required at least 7 days prior to the start of any work under this permit. Failure to do so may result in permit revocation with no prejudice.

The permittee and the permittee's contractor must provide ingress and egress locations, traffic control plans, work schedule, and a list of all sub-contractors to the State Representative at the time of the pre-job meeting.

No lane or shoulder closure is permitted. The permittee and the permittee's contractor must submit traffic control plans for a lane or shoulder closure to the State Representative for review and approval.

All approved closures and placement of traffic control safety devices (e.g. signs, cones, lights) must be installed, maintained, and removed by a qualified traffic control contractor.

Traffic control under this permit must also comply with 2015 Caltrans Standard Plans T9 through T14 (available at <http://www.dot.ca.gov/des/oe/construction-contract-standards.html>).

Except for installing, maintaining and removing traffic control devices, any work encroaching within 3 feet of the edge of a travel lane for areas with a posted speed limit below 45mph, or 6 feet of the edge of a travel lane, for areas with a speed limit posted at 45mph or higher, requires closing of that travel lane. Any work encroaching within 6 feet of the edge of the shoulder, requires closing of that shoulder.

When operations are conducted, the permittee must furnish, place, and maintain signs and safety equipment per Part 6, Temporary Traffic Control, of the "California Manual on Uniform Traffic Control Devices" (CAMUTCD, available at <http://www.dot.ca.gov/trafficops/camutcd/camutcd2014rev1.html>).

Survey information and assistance may be obtained upon request to: Survey Section, Caltrans District 4, P.O. Box 23660, Oakland, CA 94623-0660.

Unless specified in this permit, survey work is prohibited in medians.

Vehicles necessary for survey work must be temporarily parked outside the shoulders while survey work is in progress. Auxiliary support and employee vehicles must remain outside the State right-of-way.

Survey markings within the State right-of-way must be temporary. Paint for markings must be water-soluble and other markers must be removed upon completion of survey.

All survey operations must be conducted off the traveled way. Measurements across traffic lanes must be made by electronic distance measuring devices utilizing non-visible light or other optical means.

Santa Clara Valley Transportation Authority (VTA)
0418-NSV-1611
August 3, 2018
Page 3 of 3

Electromagnetic and radioactive equipment must be operated by certified personnel without interfering with radio communications or directing toward the traveling public.

Excavations in paved surfacing is prohibited. Excavations in unpaved areas must be backfilled in accordance with the 2015 Caltrans Standard Plans and Specifications.

A copy of the collected data must be sent to the District Permit Engineer, Caltrans District 4, P.O. Box 23660, Oakland, CA 94623-0660.

The permittee must not be on foot within 6 feet of the edge of shoulders.

The permittee must not cross any lanes on foot, including on-ramps and off-ramps.

All mud, dirt or gravel tracked onto the highway pavement must be immediately and completely removed.

Any ruts or other damage to unpaved shoulder areas caused by driving or operating equipment on soft shoulders must be repaired immediately.

Equipment must be operated so that no damage will occur to trees, plants, wells, culverts, headwalls, structures or other improvements.

All the permittee's personnel must wear appropriate and approved personal protective equipment per Chapter 12 of Caltrans "Safety Manual" (available at http://www.dot.ca.gov/hq/opo/safety/safetymanual/Chap_12-Sept2012.pdf), including hard hats and bright-colored safety vests, shirts or jackets with retro-reflective material, while within the State right-of-way, when placing and picking up cones along the edge line.

Immediately following completion of the work permitted herein, the permittee must fill out and mail the Notice of Completion (TR-0128) attached to this permit.

Enclosures

PERMIT NUMBER
 18-1611

Dear Customer,

Our goal is to provide the best service possible to our customers. Please take a few minutes to complete this questionnaire. Your comments will enable us to see how we are doing overall and any areas which may need improvement.

PLEASE TELL US HOW WE'RE DOING

| INSIDE THE OFFICE | EXCELLENT | VERY GOOD | GOOD | POOR |
|-------------------------------------|-----------|-----------|------|------|
| Staff courteous and helpful | | | | |
| Staff quick and efficient | | | | |
| Explanations and instructions clear | | | | |

| TELEPHONE ANSWERING | EXCELLENT | VERY GOOD | GOOD | POOR |
|----------------------------------|-----------|-----------|------|------|
| Timely response | | | | |
| Receiving information or answers | | | | |

| INSPECTION | EXCELLENT | VERY GOOD | GOOD | POOR |
|---|-----------|-----------|------|------|
| Inspector courteous and helpfull | | | | |
| Pre-construction meeting set and held in a timely manner | | | | |
| Inspector at job site frequently | | | | |
| Inspector able to answer questions and deal with problems | | | | |

| OVERALL PERFORMANCE | EXCELLENT | VERY GOOD | GOOD | POOR |
|--|-----------|-----------|------|------|
| What would you say is our overall performance? | | | | |

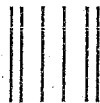
| | |
|--|---------------|
| Is there a staff person you would like to commend? | STAFF'S NAME: |
|--|---------------|

COMMENTS:

| | | |
|-----------------|------------------------------|------|
| NAME (Optional) | BUSINESS PHONE NUMBER () | DATE |
|-----------------|------------------------------|------|



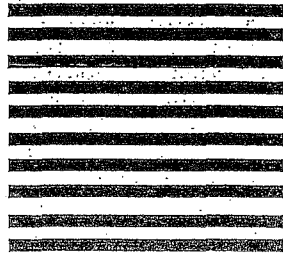
PLEASE FOLD HERE AND STAPLE



NO POSTAGE
NECESSARY IF
MAILED IN THE
UNITED STATES

BUSINESS REPLY MAIL
FIRST-CLASS MAIL PERMIT NO. 1763 OAKLAND, CA

POSTAGE WILL BE PAID BY ADDRESSEE



State of California
DEPARTMENT OF TRANSPORTATION
P.O.Box 23660
Oakland, CA 94623-0660
Attn: Office of Encroachment Permit

STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION
ENCROACHMENT PERMIT GENERAL PROVISIONS

TR-0045 (REV. 09/2017)

1. **AUTHORITY:** The California Department of Transportation ("Department") has authority to issue encroachment permits under Division 1, Chapter 3, Article 1, Sections 660 through 734 of the Streets and Highways Code.
2. **REVOCAION:** Encroachment permits are revocable on five (5) business days' notice unless otherwise stated on the permit and except as provided by law for public corporations, franchise holders, and utilities. Notwithstanding the foregoing, in an emergency situation as determined by the Department, an encroachment permit may be revoked immediately. These General Provisions and any applicable Special Provisions are subject to modification or abrogation at any time. Permittees' joint use agreements, franchise rights, reserved rights or any other agreements for operating purposes in State of California ("State") highway right-of-way are exceptions to this revocation.
3. **DENIAL FOR NONPAYMENT OF FEES:** Failure to pay encroachment permit fees when due may result in rejection of future applications and denial of encroachment permits.
4. **ASSIGNMENT:** No party other than the permittee or permittee's authorized agent is allowed to work under this encroachment permit.
5. **ACCEPTANCE OF PROVISIONS:** Permittee understands and agrees to accept and comply with these General Provisions, the Special Provisions, any and all terms contained in this encroachment permit, and all attachments to this encroachment permit, for any work to be performed under this encroachment permit.
6. **BEGINNING OF WORK:** When traffic is not impacted (see General Provision # 35), the permittee must notify the Department's representative two (2) business days before starting permitted work. Permittee must notify the Department's representative if the work is to be interrupted for a period of five (5) business days or more, unless otherwise agreed upon. All work must be performed on weekdays during regular work hours, excluding holidays, unless otherwise specified in this encroachment permit.
7. **STANDARDS OF CONSTRUCTION:** All work performed within State highway right-of-way must conform to all applicable Departmental construction standards including but not limited to: Standard Specifications, Standard Plans, Project Development Procedures Manual, Highway Design Manual and Special Provisions.

Departmental standards, nothing in these General Provisions is intended to give any third party any legal or equitable right, remedy, or claim with respect to these General Provisions or any provision herein. These General Provisions are for the sole and exclusive benefit of the permittee and the Department.

Where reference is made in such standards to "Contractor" and "Engineer," these are amended to be read as "Permittee" and "Department's representative," respectively, for purposes of this encroachment permit.

8. **PLAN CHANGES:** Deviations from plans, specifications, and/or encroachment permit provisions are not allowed without prior approval from the Department's representative.
9. **INSPECTION AND APPROVAL:** All work is subject to monitoring and inspection. Upon completion of work, permittee must request a final inspection for acceptance and approval by the Department. The local public agency permittee must not give final construction approval to its contractor until final acceptance and approval by the Department is obtained.
10. **PERMIT AT WORKSITE:** Permittee must keep the permit package or a copy thereof at the work site at all times, and must show it upon request to any Department representative or law enforcement officer. If the permit package, or a copy thereof, is not kept and made available at the work site at all times, the work must be suspended.
11. **CONFLICTING ENCROACHMENTS:** Permittee must yield start of work to ongoing, prior authorized work adjacent to or within the limits of the permittee's project site. When existing encroachments conflict with permittee's work, the permittee must bear all cost for rearrangements (e.g., relocation, alteration, removal, etc.).
12. **PERMITS FROM OTHER AGENCIES:** This encroachment permit is invalidated if the permittee has not obtained all permits necessary and required by law, including but not limited to permits from the California Public Utilities Commission (CPUC), California Occupational Safety and Health Administration (Cal-OSHA), or any other public agency having jurisdiction. Permittee warrants all such permits have been obtained before beginning work under this encroachment permit.
13. **PEDESTRIAN AND BICYCLIST SAFETY:** A safe minimum continuous passageway of four (4) feet must be maintained through the work area at existing pedestrian or bicycle facilities. At no time must pedestrians be diverted onto a portion of the street used for vehicular traffic. At locations where safe alternate passageways cannot be provided, appropriate signs and barricades must be installed

Other than as expressly provided by these General Provisions, the Special Provisions, the Standard Specifications, Standard Plans, and other applicable

at the limits of construction and in advance of the limits of construction at the nearest crosswalk or intersection to detour pedestrians to facilities across the street. Attention is directed to Section 7-1.04, *Public Safety*, of the Department's Standard Specifications.

14. **PUBLIC TRAFFIC CONTROL:** As required by law, the permittee must provide traffic control protection, warning signs, lights, safety devices, etc., and take all other measures necessary for the traveling public's safety. While providing traffic control, the needs of all road users, including but not limited to motorists, bicyclists and pedestrians, including persons with disabilities in accordance with the Americans with Disabilities Act, must be an essential part of the work activity.

Lane and/or shoulder closures must comply with the Department's Standard Specifications and Standard Plans for traffic control systems, and with the applicable Special Provisions. Where issues are not addressed in the Standard Specifications, Standard Plans, and/or Special Provisions, the California Manual on Uniform Traffic Control Devices (Part 6, *Temporary Traffic Control*) must be followed.

15. **MINIMUM INTERFERENCE WITH TRAFFIC:** Permittee must plan and conduct work so as to create the least possible inconvenience to the traveling public, such that traffic is not unreasonably delayed. On conventional highways, permittee must place properly attired flagger(s) to stop or warn the traveling public in compliance with the California Manual on Uniform Traffic Control Devices (Chapter 6E, *Flagger Control*).

16. **STORAGE OF EQUIPMENT AND MATERIALS:** The storage of equipment or materials is not allowed within State highway right-of-way, unless specified within the Special Provisions of this encroachment permit. If encroachment permit Special Provisions allow for the storage of equipment or materials within the State highway right-of-way, the equipment and material storage must also comply with Section 7-1.04, *Public Safety*, of the Department's Standard Specifications.

17. **CARE OF DRAINAGE:** Permittee must provide alternate drainage for any work interfering with an existing drainage facility in compliance with the Department's Standard Specifications, Standard Plans, and/or as directed by the Department's representative.

18. **RESTORATION AND REPAIRS IN STATE HIGHWAY RIGHT-OF-WAY:** Permittee is responsible for restoration and repair of State highway right-of-way resulting from permitted work (Streets and Highways Code, section 670 et seq.).

19. **STATE HIGHWAY RIGHT-OF-WAY CLEAN UP:** Upon completion of work, permittee must remove and dispose of all scraps, refuse, brush, timber, materials, etc.

off the State highway right-of-way. The aesthetics of the highway must be as it was before work started or better.

20. **COST OF WORK:** Unless stated otherwise in the encroachment permit or a separate written agreement with the Department, the permittee must bear all costs incurred for work within the State highway right-of-way and waives all claims for indemnification or contribution from the State, the Department, and from the Directors, officers, and employees of the State and/or the Department.

21. **ACTUAL COST BILLING:** When specified in the permit, the Department will bill the permittee actual costs at the currently set Standard Hourly Rate for encroachment permits.

22. **AS-BUILT PLANS:** When required, permittee must submit one (1) set of folded as-built plans within thirty (30) calendar days after completion and acceptance of work in compliance with requirements listed as follows:

- a) Upon completion of the work provided herein, the permittee must submit a paper set of As-Built plans to the Department's representative.
- b) All changes in the work will be shown on the plans, as issued with the permit, including changes approved by Encroachment Permit Rider.
- c) The plans are to be prominently stamped or otherwise noted "AS-BUILT" by the permittee's representative who was responsible for overseeing the work. Any original plan that was approved with a Department stamp, or by signature of the Department's representative, must be used for producing the As-Built plans.
- d) If construction plans include signing or striping, the dates of signing or striping removal, relocation, or installation must be shown on the As-Built plans when required as a condition of the encroachment permit. When the construction plans show signing and striping for staged construction on separate sheets, the sheet for each stage must show the removal, relocation, and installation dates of the appropriate staged striping and signing.
- e) As-Built plans must contain the Encroachment Permit Number, County, Route, and Post Mile on each sheet.
- f) The As-Built Plans must not include a disclaimer statement of any kind that differs from the obligations and protections provided by sections 6735 through 6735.6 of the California Business and Professions Code. Such statements constitute non-compliance with Encroachment Permit requirements, and may result in the Department retaining Performance Bonds or deposits until proper plans are submitted. Failure to comply may also result in denial of future encroachment permits or a provision requiring a public agency to supply additional bonding.

23. **PERMITS FOR RECORD PURPOSES ONLY:** When work in the State highway right-of-way is within an area under a Joint Use Agreement (JUA) or a Consent to Common Use Agreement (CCUA), a fee exempt encroachment permit is issued to the permittee for the purpose of providing a notice and record of work. The permittee's prior rights must be preserved without the intention of creating new or different rights or obligations. "Notice and Record Purposes Only" must be stamped across the face of the encroachment permit.
24. **BONDING:** The permittee must file bond(s), in advance, in the amount(s) set by the Department and using forms acceptable to the Department. The bonds must name the Department as obligee. Failure to maintain bond(s) in full force and effect will result in the Department stopping all work under this encroachment permit and possibly revoking other encroachment permit(s). Bonds are not required of public corporations or privately owned utilities unless permittee failed to comply with the provisions and/or conditions of a prior encroachment permit. The surety company is responsible for any latent defects as provided in California Code of Civil Procedure section 337.15. A local public agency permittee also must comply with the following requirements:
- a) In recognition that project construction work done on State property will not be directly funded and paid by State, for the purpose of protecting stop notice claimants and the interests of State relative to successful project completion, the local public agency permittee agrees to require the construction contractor to furnish both a payment and performance bond in the local public agency's name with both bonds complying with the requirements set forth in Section 3-1.05 *Contract Bonds* of the Department's Standard Specifications before performing any project construction work.
 - b) The local public agency permittee must defend, indemnify, and hold harmless the State and the Department, and the Directors, officers, and employees of the State and/or Department, from all project construction related claims by contractors, subcontractors, and suppliers, and from all stop notice and/or mechanic's lien claimants. The local public agency also agrees to remedy, in a timely manner and to the Department's satisfaction, any latent defects occurring as a result of the project construction work.
25. **FUTURE MOVING OF INSTALLATIONS:** Permittee understands and agrees to relocate a permitted installation upon notice by the Department. Unless under prior property right or agreement, the permittee must comply with said notice at the permittee's sole expense.
26. **ENVIRONMENTAL:**
- a) **ARCHAEOLOGICAL/HISTORICAL:** If any archaeological or historical resources are identified or encountered in the work vicinity, the permittee must immediately stop work, notify the Department's representative, retain a qualified archaeologist who must evaluate the site at permittee's expense, and make recommendations to the Department's representative regarding the continuance of work.
 - b) **HAZARDOUS MATERIALS:** If any hazardous waste or materials (such as underground storage tanks, asbestos pipes, contaminated soil, etc.) are identified or encountered in the work vicinity, the permittee must immediately stop work, notify the Department's representative, retain a qualified hazardous waste/material specialist who must evaluate the site at permittee's expense, and make recommendations to the Department's representative regarding the continuance of work.
- Attention is directed to potential aerially deposited lead (ADL) presence in unpaved areas along highways. It is the permittee's responsibility to take all appropriate measures to protect workers in conformance with California Code of Regulations Title 8, Section 1532.1, "Lead," and with Cal-OSHA Construction Safety Orders, and to ensure roadway soil management is in compliance with Department of Toxic Substances Control (DTSC) requirements.
27. **PREVAILING WAGES:** Work performed by or under an encroachment permit may require permittee's contractors and subcontractors to pay appropriate prevailing wages as set by the California Department of Industrial Relations. Inquiries or requests for interpretations relative to enforcement of prevailing wage requirements must be directed to the California Department of Industrial Relations.
28. **LIABILITY, DEFENSE, AND INDEMNITY:** The permittee agrees to indemnify and save harmless the State, the Department, and all Directors, officers, employees, agents and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind and description brought for or on account of property damage or injury to or death of any person, including but not limited to members of the public, the permittee, persons employed by the permittee, and persons acting on behalf of the permittee, arising out of or in connection with: (a) the issuance and/or use of this encroachment permit, and/or (b) the work or other activity conducted pursuant to this encroachment permit, and/or (c) the installation, placement, subsequent operation, and/or maintenance of said encroachment, and/or (d) the failure by the permittee or anyone acting on behalf of the permittee to perform permittee's obligations under this encroachment

permit in respect to maintenance or any other obligation, and/or (e) a defect or defects in the work, or obstructions related to the work, or from any cause whatsoever. The duty of the permittee to indemnify and save harmless includes the duties to defend as set forth in Section 2778 of the Civil Code.

It is the intent of the parties that except as prohibited by law, the permittee will defend, indemnify, and hold harmless as set forth above regardless of the existence or degree of fault or negligence, whether active or passive, primary or secondary, on the part of the State, the Department, the Directors, officers, employees, agents and/or contractors of the State and/or Department, including but not limited to the Director of Transportation and the Deputy Directors, the permittee, persons employed by the permittee, and/or persons acting on behalf of the permittee.

The permittee waives any and all rights to any type of expressed or implied indemnity against the State, the Department, the Directors, officers, employees, agents, and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors.

The permittee understands and agrees to comply with the obligations of Titles II and III of the Americans with Disabilities Act in the conduct of the permitted activity, and further agrees to defend, indemnify, and save harmless the State, the Department, the Directors, officers, employees, and/or agents of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind and description arising out of or by virtue of the Americans with Disabilities Act.

Permittee understands and agrees the Directors, officers, employees, and/or agents of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, are not personally responsible for any liability arising from or by virtue of this encroachment permit.

For the purpose of this section and all paragraphs herein, "State's contractors" includes contractors and their subcontractors under contract to the State and/or the Department performing work within the same postmile limits as the work under this encroachment permit.

This section and all paragraphs herein take effect upon issuance of this encroachment permit, and apply both during and after the work or other activity contemplated under this encroachment permit, except as otherwise provided by California law.

29. **NO PRECEDENT ESTABLISHED:** This encroachment permit is issued with the understanding that it does not establish a precedent.

30. **FEDERAL CIVIL RIGHTS REQUIREMENTS FOR PUBLIC ACCOMMODATION:**

a) As part of the consideration for being issued this encroachment permit, the permittee, on behalf of permittee and on behalf of permittee's personal representatives, successors in interest, and assigns, does hereby covenant and agree that:

- i. No person on the grounds of race, color, or national origin may be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- ii. That in connection with the construction of any improvements on said lands and the furnishings of services thereon, no discrimination must be practiced in the selection and retention of first-tier subcontractors in the selection of second-tier subcontractors.
- iii. That such discrimination must not be practiced against the public in their access to and use of the facilities and services provided for public accommodations (such as eating, sleeping, rest, recreation), and operation on, over, or under the space of the State highway right-of-way.
- iv. That the permittee must use the premises in compliance with all other requirements imposed pursuant to Title 15, Code of Federal Regulations, Commerce and Foreign Trade, Subtitle A. Office of the Secretary of Commerce, Part 8 (15 C.F.R. Part 8) and as said Regulations may be amended.

b) That in the event of breach of any of the above nondiscrimination covenants, the State and the Department have the right to terminate this encroachment permit and to re-enter and repossess said land and the facilities thereon, and hold the same as if said permit had never been made or issued.

31. **MAINTENANCE OF HIGHWAYS:** By accepting this encroachment permit, the permittee agrees to properly maintain any encroachment. This assurance requires the permittee to provide inspection and repair any damage, at permittee's expense, to State facilities resulting from the encroachment.

32. **SPECIAL EVENTS:** In accordance with subdivision (a) of Streets and Highways Code section 682.5, the Department is not responsible for the conduct or operation of the permitted activity, and the applicant agrees to defend, indemnify, and hold harmless the State, the Department, and the Directors, officers, employees, agents, and

contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind and description arising out of any activity for which this encroachment permit is issued.

The permittee understands and agrees to comply with the obligations of Titles II and III of the Americans with Disabilities Act in the conduct of the event, and further agrees to defend, indemnify, and save harmless the State and the Department, and the Directors, officers, and employees of the State and/or Department, including but not limited to the Director of the Department and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind and description arising out of or by virtue of the Americans with Disabilities Act.

- 33. **PRIVATE USE OF STATE HIGHWAY RIGHT-OF-WAY:** State highway right-of-way must not be used for private purposes without compensation to the State. The gifting of public property use and therefore public funds is prohibited under the California Constitution, Article 16.
- 34. **FIELD WORK REIMBURSEMENT:** Permittee must reimburse the Department for field work performed on permittee's behalf to correct or remedy hazards or damaged facilities, or to clear refuse, debris, etc. not attended to by the permittee.
- 35. **NOTIFICATION OF CLOSURES TO DEPARTMENT AND TRAFFIC MANAGEMENT CENTER (TMC):** The permittee must notify the Department's representative and the Transportation Management Center (TMC) at least seven (7) days before initiating a lane closure or conducting an activity that may cause a traffic impact. A confirmation notification should occur three (3) days before closure or other potential traffic impact. In emergency situations when the corrective work or the emergency itself may affect traffic, TMC and the Department's representative must be notified as soon as possible.
- 36. **SUSPENSION OF TRAFFIC CONTROL OPERATION:** The permittee, upon notification by the Department's representative, must immediately suspend all lane closure operations and any operation that impedes the flow of traffic. All costs associated with this suspension must be borne by the permittee.
- 37. **UNDERGROUND SERVICE ALERT (USA) NOTIFICATION:** Any excavation requires compliance with the provisions of Government Code section 4216 et seq., including but not limited to notice to a regional notification center, such as Underground Service Alert (USA). The permittee must provide notification to the regional notification center at least forty-eight (48) hours

before performing any excavation work within the State highway right-of-way.

- 38. **COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA):** All work within the State highway right-of-way to construct and/or maintain any public facility must be designed, maintained, and constructed strictly in accordance with all applicable Federal Access laws and regulations (including but not limited to Section 504 of the Rehabilitation Act of 1973, codified at 29 U.S.C. § 794), California Access laws and regulations relating to ADA, along with its implementing regulations, Title 28 of the Code of Federal Regulations Parts 35 and 36 (28 C.F.R., Ch. I, Part 35, § 35.101 et seq., and Part 36, § 36.101 et seq.), Title 36 of the Code of Federal Regulations Part 1191 (36 C.F.R., Ch. XI, Part 1191, § 1119.1 et seq.), Title 49 of the Code of Federal Regulations Part 37 (49 C.F.R., Ch. A, Part 37, § 37.1 et seq.), the United States Department of Justice Title II and Title III for the ADA, and California Government Code section 4450 et seq., which require public facilities be made accessible to persons with disabilities.

Notwithstanding the requirements of the previous paragraph, all construction, design, and maintenance of public facilities must also comply with the Department's Design Information Bulletin 82, "Pedestrian Accessibility Guidelines for Highway Projects."

| | | | | |
|--|--------|-------|-----------------------------|---------------------------|
| DIST | COUNTY | ROUTE | POST MILES TOTAL PROJECT | SHEET TOTAL NO. SHEETS |
| <i>Devinder Singh</i> REGISTERED CIVIL ENGINEER | | | | |
| October 30, 2015 PLANS APPROVAL DATE | | | | |
| <small>THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.</small> | | | | |

REGISTERED PROFESSIONAL ENGINEER
 Devinder Singh
 No. CS0470
 Exp. 6-30-17
 CIVIL
 STATE OF CALIFORNIA

TABLE 1

| SPEED (S) | MINIMUM TAPER LENGTH * FOR WIDTH OF OFFSET 12 FEET (W) | | | | MAXIMUM CHANNELIZING DEVICE SPACING | | |
|--------------|---|--------------|-----------------|-----------------|--|---------|----------|
| | TANGENT 2L | MERGING L | SHIFTING L/2 | SHOULDER L/3 | X | Y | Z ** |
| | | | | | TAPER | TANGENT | CONFLICT |
| mph | ft | ft | ft | ft | ft | ft | ft |
| 20 | 160 | 80 | 40 | 27 | 20 | 40 | 10 |
| 25 | 250 | 125 | 63 | 42 | 25 | 50 | 12 |
| 30 | 360 | 180 | 90 | 60 | 30 | 60 | 15 |
| 35 | 490 | 245 | 123 | 82 | 35 | 70 | 17 |
| 40 | 640 | 320 | 160 | 107 | 40 | 80 | 20 |
| 45 | 1080 | 540 | 270 | 180 | 45 | 90 | 22 |
| 50 | 1200 | 600 | 300 | 200 | 50 | 100 | 25 |
| 55 | 1320 | 660 | 330 | 220 | 55 | 110 | 27 |
| 60 | 1440 | 720 | 360 | 240 | 60 | 120 | 30 |
| 65 | 1560 | 780 | 390 | 260 | 65 | 130 | 32 |
| 70 | 1680 | 840 | 420 | 280 | 70 | 140 | 35 |

* - For other offsets, use the following merging taper length formula for L:
 For speed of 40 mph or less, $L = WS^2/60$
 For speed of 45 mph or more, $L = WS$

Where: L = Taper length in feet

W = Width of offset in feet

S = Posted speed limit, off-peak 85th-percentile speed prior to work starting, or the anticipated operating speed in mph

** - Use for taper and tangent sections where there are no pavement markings or where there is a conflict between existing pavement markings and channelizers (CA).

TABLE 2

| SPEED * | Min D ** | DOWNGRADE Min D *** | | |
|---------|----------|---------------------|-----|-----|
| | | -3% | -6% | -9% |
| | | ft | ft | ft |
| mph | ft | ft | ft | ft |
| 20 | 115 | 116 | 120 | 126 |
| 25 | 155 | 158 | 165 | 173 |
| 30 | 200 | 205 | 215 | 227 |
| 35 | 250 | 257 | 271 | 287 |
| 40 | 305 | 315 | 333 | 354 |
| 45 | 360 | 378 | 400 | 427 |
| 50 | 425 | 446 | 474 | 507 |
| 55 | 495 | 520 | 553 | 593 |
| 60 | 570 | 598 | 638 | 686 |
| 65 | 645 | 682 | 728 | 785 |
| 70 | 730 | 771 | 825 | 891 |

* - Speed is posted speed limit, off-peak 85th-percentile speed prior to work starting, or the anticipated operating speed in mph

** - Longitudinal buffer space or flagger station spacing

*** - Use on sustained downgrade steeper than -3 percent and longer than 1 mile.

TABLE 3

| ROAD TYPE | DISTANCE BETWEEN SIGNS * | | |
|------------------------------------|--------------------------|------|------|
| | A | B | C |
| | ft | ft | ft |
| URBAN - 25 mph OR LESS | 100 | 100 | 100 |
| URBAN - MORE THAN 25 mph TO 40 mph | 250 | 250 | 250 |
| URBAN - MORE THAN 40 mph | 350 | 350 | 350 |
| RURAL | 500 | 500 | 500 |
| EXPRESSWAY / FREEWAY | 1000 | 1500 | 2640 |

* - The distances are approximate, are intended for guidance purposes only, and should be applied with engineering judgment. These distances should be adjusted by the Engineer for field conditions, if necessary, by increasing or decreasing the recommended distances.

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2015 STANDARD PLAN T9

STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
**TRAFFIC CONTROL SYSTEM TABLES
 FOR LANE AND RAMP CLOSURES**

NO SCALE

T9



D4 Encroachment Permit Work Scheduling Request Form

Submit your request to schedule traffic control weekly, 7 days in advance, using this form. Submit your request to State Representative (Inspector) listed on page 1 or 2 of your permit. Check special provisions for authorized work hours. Any deviation from the permit must be in writing and requires additional review and approval.

INSTRUCTIONS AND ABBREVIATIONS: See the procedures on page 2 of this form.

1. Permit No.: _____ 2. Expiration Date: _____ 3. Request Date: _____
4. Caltrans Inspector: _____ 5. Requested Work Week: _____ to _____
6. Route: _____ 7. County: _____ 8. City or Township: _____
9. Post Miles: From: _____ To: _____ 10. Existing Lanes (in each Dir): Dir _____ Lns _____ / Dir _____ Lns _____
11. Describe Location (use landmark if necessary): From: _____ To: _____
12. Name of Conventional Highway or Surface St: _____
13. Fill in or 'x' if applicable (a through k): (a) Divided Hwy or Undivided Hwy (b) Full-Closure 1 dir or both dir
 (c) One-Way Traffic Control: Only on "Undivided" Hwy (Alternate use of same lane for both directions--hold traffic 5-10 min w/flaggers)
 (d) Connector Ramp: (State Highway #) _____ to (State Highway #) _____ Closed or Lane # _____
 (e) Off-ramp: (Freeway to City St.) Ramp Name: _____ Off-ramp Closed or Lane#: _____
 (f) On-ramp: (City St. to Freeway) Ramp Name: _____ On-ramp Closed or Lane#: _____
 (g) Divert Traffic or Contra Flow: Reconfigure Lns/divert traffic to Lane# _____ in the _____ Direction; _____ Lns open each dir
 (h) Intermittent Traffic Control (i) Various Locations (j) Long-Term (24+ hours continuous) ETO

| (k) Year: | | Time | | Dir | | ***** Restricted Lanes ***** | | | | | | | | | | | Brks | | Closure ID# | | | | | |
|-----------|---------|----------------------------|---------------|----------------|----|------------------------------|-------------------------|-------|----|---|---|---|---|---|---|---|-------------|-----------|--------------|---|------------|-------------|---------|---------------------------------|
| From DATE | To DATE | DAY(S) SU-M-T-W-TH-F-SA | 24-HR CLOCK | | NB | SB | Full Closure See Detour | SHLDR | | 1 | 2 | 3 | 4 | 5 | 6 | V | Aux or Coll | CD or Med | TURN PCKT(S) | | Park Strip | 5 to 15 min | Rolling | Caltrans will complete & return |
| | | | Start (10-97) | Finish (10-98) | | | | EB | WB | | | | | | | | | | L | R | | | | |
| | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | | | |
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| | | | | | | | | | | | | | | | | | | | | | | | | |

14. Description of work/comments: _____

15. Detour (Required for full closure): _____

16. Contingency Plan: _____

17. On-site during work (circle if applicable): CHP / PD / Other: _____

| | | |
|--|--|------------------------------|
| 18. Name: | Permittee or Permittees Representative/Contractor: | |
| | Address including zip code: | |
| On-site Personnel Contact Name of person in responsible charge & phone number(s). | Name: | |
| | Email: | |
| | Office: | FAX: |
| | Cell: | Emergency phone number 24/7: |

19. **"REAL-TIME" STATUS INSTRUCTIONS - PLEASE MAKE YOUR FIELD PERSONNEL AWARE & RESPONSIBLE!**
 Permittee must STATUS lane closures DAILY via Caltrans District 4's 24-Hour Communication Center at (510) 286-6359. Status using Closure ID Number when work begins, to 1097 (1st cone down), and again to 1098 (last cone picked up); OR, 1022 to cancel. Any delay in picking up your closure must be reported immediately.



D4 Encroachment Permit Work Scheduling Procedures

1. **INSTRUCTIONS:** Fill in blanks or check appropriate boxes. Attach maps or diagrams, if available. Enter **beginning day** through **ending day of work week** (M-T-W-TH-F-SA-SU). **Date:** Month/Day—Enter month (01-12) and day (01-31) of requested week. **Start & Finish Time:** Use 24-hour clock format. **Read** the Permit Special Provisions for **hours & days** allowed. Separate lane closure #'s are required for each direction and facility. Use separate line for each. **Lanes** are numbered in direction of travel from left to right, excluding turn pockets; left being #1 or "fast lane." Check boxes under **Restricted Lanes** to indicate lanes or parts of highway to be closed. **VL** may be checked with note in Comments Section stating number of lanes to remain open at all times.
2. **ABBREVIATIONS:** **Aux**=auxiliary, **CD**=Center Divide; **Coll**=Collector; **Contra Flow**=Close 1 direction of traffic and divert to lane(s) in opposite direction or a turn lane. **DAY(S)**=(M-T-W-TH-F-SA-SU); **Dir**=Direction (**NB**=Northbound, **SB**=Southbound, **WB**=Westbound, **EB**=Eastbound); **ETO**=Emergency Traffic Operations; **F/L**=fog line; **Hwy**=Highway; **Lns**=Lanes; **L**=Left; **Med**=Median; **Park Strip**=Parking area parallel to lane; **PCKT**=Pocket; **Rolling**=traffic breaks for closure such as sweeping; **R**=Right; **SHLDR**=Shoulder; **VL**=Various Lanes
3. Requests for scheduling must be submitted on this form to the Inspector listed on page 1 or 2 of your permit.
4. All permitted work (**with or without traffic control**) is subject to advance scheduling on this form, seven (7) days in advance of the work week requested. Submittals and approvals must continue on a weekly basis.
5. If work begins weekly on Sunday, the work week must be Sunday through Saturday. If work week begins on Monday, the work week must be Monday through Sunday.
6. Incomplete, illegible, or inaccurate requests may be returned for correction. Assistance for completing the request may be obtained from the designated State Representative.
7. Every attempt will be made to return timely requests with closure ID or work authorization numbers, to the Permittee by close of business on Thursday, prior to the scheduled work week. When deemed necessary to ensure public convenience, Caltrans may deny and/or reschedule the request.
8. All requests must include a contingency plan for restoring public traffic (i.e. reopening of a closed lane, ramp and/or shoulder) in the event of (1) CHP or the local authority requires opening due to an unforeseeable incident in the nearby vicinity, or (2) permitted experiences an equipment breakdown, shortage of or lack of production materials or any other failure which would otherwise delay restoring public convenience within the time limits specified in the permit. The contingency plan must include availability of any proposed standby equipment and stockpiled materials that can be utilized for the immediate opening of closures when ordered by the State representative. ~~Acceptance of the contingency plan by the Engineer must not relieve the Contractor from the requirement of opening the restricted travel way to accommodate public traffic as specified in the lane closure hour's section of the permit provisions.~~
9. Caltrans will review and process the request by entering all information into the Statewide Lane Closure System (LCS). This process generates a work authorization number*. This number will be entered on the request form and returned to Permittee as approval to proceed AND will be used to "**Real-Time Status**" on a daily basis. Permittee must communicate with Caltrans 24-hour District 4 Communication Center (DCC) via telephone at (510) 286-6359 twice daily when working, or once daily if cancelled.
 - a. When work begins (1st cone down), Permittee must contact Caltrans DCC and relay: "**(Closure ID #*) is 1097.**"
 - b. When work ends (last cone picked up), Permittee must contact Caltrans DCC and relay: "**(Closure ID #*) is 1098.**"
 - c. If the work is cancelled on any scheduled day, Permittee must contact Caltrans DCC and relay; "**(Closure ID #*) is 1022.**" A "10-22" (cancellation) can be phoned any time before the scheduled "10-97" time, but no later than 1 hour prior to scheduled "10-98" time.
 - d. During the work, any unexpected occurrences including delayed openings, accidents, etc., must be communicated to Caltrans DCC immediately.Avoid possible miscommunication when calling status. Use the **PHONETIC ALPHABET** to state your Closure ID:
A=Adam, B=Boy, C=Charles, D=David, E=Edward, F=Frank, G=George, H=Henry, I=Ida, J=John, K=King,
L=Lincoln, M=Mary, N=Nora, O=Ocean, P=Paul, Q=Queen, R=Robert, S=Sam, T=Tom, U=Union, V=Victor, W=William,
X=X-ray, Y=Yellow, Z=Zebra. *Example: P82CA="Paul 82 Charles Adam"*
10. The intent of these procedures is to help ensure public convenience by identifying planned closures on the State Highway system, resolving potential conflicts, and disseminating all available "**REAL-TIME**" information via the traffic media to all motorists, including but not limited to the public, CHP, local police and sheriffs' office, and emergency fire and rescue personnel.

* "closure ID number" is the same as "work authorization number"

STORM WATER SPECIAL PROVISIONS for MINIMAL or NO IMPACT
TR-0400 (Rev 09/2012)

1. GENERAL: The purpose of these Special Provisions is to provide the Permittee with specifications for water pollution control to minimize, prevent, or control the discharge of material into the air, surface waters, groundwater, and storm sewers owned by the State or local agencies. These provisions are not intended to take the place of the Caltrans Water Pollution Control Program (WPCP) for projects where soil disturbance from work activities less than one acre, or work activities of one acre or more subject to the preparation of the Caltrans Storm Water Pollution Prevention Plan (SWPPP) that would require a waste discharge identification number or coverage under the California Construction General Permit (*Order No. 2009-0009-DWQ, NPDES No CAS000002*). The Permittee shall comply with the following Special Provisions and the direction of the State Representative.

2. NPDES REQUIREMENTS: The Permittee shall be responsible for full compliance with the Caltrans Storm Water Program and the Caltrans National Pollutant Discharge Elimination System (NPDES) Permit requirements. It is the Permittee's responsibility to install, inspect, and repair or maintain facilities and devices used for water pollution control practices before performing daily work activities. Installation and maintenance responsibilities on the job site include: 1) soil stabilization materials in work areas that are inactive or prior to storm events, 2) water pollution control devices to control sediment and erosion, 3) implementation of spill and leak prevention procedures for chemical and hazardous substances stored on the job site, 4) material storage, 5) stockpile management, 6) waste management, 7) non-stormwater management, 8) water conservation, and 9) illicit connection, illegal discharge detection and reporting. The Permittee shall report to the state representative when discharges enter into receiving waters, adjacent property, drainage systems or when discharges could be a cause or a threat for water pollution. The Permittee shall also control illicit discharges or illegal dumping prior to start of daily work schedule. Copies of written notices or orders from the Regional Water Quality Control Board or other regulatory agency shall be provided to the State representative within 48 hours of reported activity. For additional information on storm water compliance, visit the State Water Resources Control Boards storm water Website at http://www.waterboards.ca.gov/water_issues/programs/stormwater

3. RESPONSIBILITY FOR DEBRIS REMOVAL: The Permittee shall be responsible for preventing sediment, trash, debris, and other construction waste from entering the street, the storm drains, local creeks, or any other bodies of water.

4. SPOILS AND RESIDUE: The Permittee shall vacuum any saw-cut concrete waste material, debris, residue, etc. No spoils, debris, residue, etc. shall be washed into a drainage system.

5. SWEEPING: Sweep paved roads at construction entrance and exit locations and surrounding paved areas daily within the job site during: 1) clearing and grubbing, 2) earthwork, 3) trenching, 4) soil disturbance, 5) pavement grinding and/or cutting, and 6) after observing tracking of material onto or off the State property. Keep dust to a minimum during sweeping activities. Use vacuum whenever dust generation is excessive or sediment pickup is ineffective. Roadways or work areas shall not be washed down with water. Street sweeping operations must conform to Section 13 Water Pollution Control of the State of California standard specifications for construction (most current version) <http://www.dot.ca.gov/hq/esc/oe/specifications/SSPs/2010-SSPs/>.

6. VEHICLES AND EQUIPMENT: Permittee shall prevent all vehicles, equipment, etc. from leakage or mud tracking onto

roadways. If leaks cannot be repaired immediately, remove the vehicle or equipment from the job site.

7. MAINTENANCE AND FUELING OF VEHICLES AND EQUIPMENT: Maintenance and fueling of equipment shall not result in any pollution at the job site. The Permittee shall immediately clean up spills/leaks, and properly dispose of contaminated soil and materials.

8. CLEANING VEHICLES AND EQUIPMENT: Limit vehicle and equipment cleaning or washing at the job site except what is necessary to control vehicle tracking or hazardous waste. The Permittee shall clean all equipment within a bermed area or over a drip pan large enough to prevent run-off. No soaps, solvents, degreasers, etc shall be used in State right of way. Any water from this operation shall be collected and disposed of at an appropriate site. Containment berms or dikes shall be used for fueling, washing, maintaining and washing vehicles or equipment in outside areas. Containment must be performed at least 100 feet from concentrated flows of storm water, drainage courses, and storm drain inlets if within a flood plain, otherwise at least 50 feet if outside the floodplain. Keep adequate quantities of absorbent spill-cleanup material and spill kits in the fueling or maintenance area and on fueling trucks.

9. DIESEL FUELS: The use of diesel fuel from petroleum or other fossil fuel as a form-oil or solvent is not allowed.

10. WEATHER CONDITIONS AT WORKSITE: Any activity that would generate fine particles or dust that could be transported off site by stormwater shall be performed during dry weather.

11. HOT MIX ASPHALT: Runoff from washing hot mix asphalt shall not enter into any drainage conveyances.

12. PROTECTION OF DRAINAGE FACILITIES: The Permittee shall protect/cover gutters, ditches, drainage courses, and inlets with gravel bags, fiber rolls, State approved fabric filters, etc., to the satisfaction of the State representative during grading, paving, saw-cutting, etc. and materials must conform to Section 13-6.02 Materials for Water Pollution Control of the State of California standard specifications for construction (most current version). No such protection measures shall cause an obstruction to the traveling public. The Permittee shall implement spill and leak prevention procedures for chemicals and hazardous substances stored on the job site in accordance to section 13-4.03B(1-3) Spill Prevention and Control, Water Pollution Control, of the State of California standard specifications for construction (2010 version).

13. PAINT: Rinsing of painting equipment and materials is not permitted in state right-of-way. When thoroughly dry, dispose of the following as solid waste: dry latex paint, paint cans, used brushes, rags, gloves, absorbent materials, and drop cloths. Oil based paint sludge and unusable thinner shall be disposed of at an approved hazardous waste site.

14. CONSTRUCTION MATERIALS: Stockpile of all construction materials, including, but not limited to; pressure treated wood, asphalt concrete, cold mix asphalt concrete, concrete, grout, cement containing premixes, and mortar, shall conform to section 13-4.03C Material Management (Storage & Stockpiles), Water Pollution Control, of the State of California standard specifications for construction (2010 version).

15. CONCRETE EQUIPMENT: Concrete equipment shall be washed in a designated washing area in a way that does not contaminate soil, receiving waters, or storm drain systems.

STORM WATER SPECIAL PROVISIONS for MINIMAL or NO IMPACT
TR-0400 (Rev 09/2012)

16. EXISTING VEGETATION: Established existing vegetation is the best form of erosion control. Minimize disturbance to existing vegetation. Damaged or removed vegetation shall be replaced as directed by the State Representative.

17. SOIL DISTURBANCE: Soil disturbing activities shall be avoided during the wet weather season. If construction activities during wet weather are allowed in your permit, all necessary erosion control and soil stabilization measures shall be implemented in advance of soil disturbing activity.

18. SLOPE STABILIZATION AND SEDIMENT CONTROL: Consider a certified expert in Erosion and Sediment control in cases where slopes are disturbed during construction. The Permittee is directed to comply with Section 13.5 Temporary Soil Stabilization and Section 21 Erosion Control of the State of California (2010 version) standard specifications for construction during application of temporary soil stabilization measures to the soil surface. Fiber rolls or silt fences may be required down slope until permanent soil stabilization is established. Remove the accumulated sediment whenever the sediment accumulates to 1/3 of the linear sediment barrier height.

19. STOCKPILES: Stockpiles containing aggregate and/or soil shall be stored at least 100 feet from concentrated flows of storm water, drainage courses, and storm drain inlets if within a flood plain, otherwise at least 50 feet if outside the floodplain, and shall be covered and protected with a temporary perimeter sediment barrier. Cold mix stockpiles shall be stored on an impermeable surface and covered with 9mil plastic to prevent contact with water.

20. DISCOVERY OF CONTAMINATION: The State Representative shall be notified in case any unusual discoloration, odor, or texture of ground water, is found in excavated material or if abandoned, underground tanks, pipes, or buried debris are encountered.

21. SANITARY AND SEPTIC WASTE: Do not bury or discharge wastewater from a sanitary or septic system within the highway. Properly connected sewer facilities are free from leaks. With State Representative approval place portable sanitary facility at least 50 feet away from storm drains, receiving waters, and flow lines. Permittee must comply with local health agency provisions when using an on-site disposal system.

22. LIQUID WASTE: Prevent job site liquid waste from entering storm drain systems and receiving waters. Drilling slurries, grease or oil-free waste water or rinse water, dredging, wash water or rinse water running off a surface or other nonstorm water liquids not covered under separate waste water permits shall be held in structurally sound, leak-proof containers, such as portable bins or portable tanks. Store containers at least 50 feet away from moving vehicles and equipment. Liquid waste may require testing to determine hazardous material content prior to disposal.

23. WATER CONTROL AND CONSERVATION: Manage water use in a way that will prevent erosion and the discharge of pollutants into storm drain systems and receiving waters. Direct runoff water, including water from water line repair from the job site to areas where it can infiltrate into the ground. Direct water from off-site sources around the job site or from contact with jobsite water.

24. PILE DRIVING: Keep spill kits and cleanup materials at pile driving locations. Park pile driving equipment over drip pans,

absorbent pads, or plastic sheeting with absorbent material, and away from storm water run-on when not in use.

25. DEWATERING: Dewatering consists of discharging accumulated storm water, groundwater, or surface water from excavations or temporary containment facilities. All dewatering operations shall comply with the latest Caltrans guidelines. Contact State representative for approval of dewatering discharge by infiltration or evaporation, otherwise, any effluent discharged into a permitted storm water system requires approval from the Regional Water Quality Control Board. Prior to the start of dewatering, the Permittee shall provide the State Representative with a dewatering and discharge work plan that complies with section 13-4.01B Submittals, Water Pollution Control, of the State of California standard specifications for construction (2010 version). A copy of the Waste Discharge Permit and a copy of a valid WDID number issued by the Regional Board shall be provided to the State representative.