

Request for Proposals
RFP S19246

SR 85 Noise Reduction Program Phase 2

Professional Engineering Services

June 17, 2020
Erron Alvey, Contract 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 S19246: VTA seeks proposals (each, a “Proposal”) from qualified firms to provide the necessary activities and services (“Services”) to complete the Project Initiation Document (“PID”) and Project Approval/Environmental Document (“PA/ED”) phases of the State Route (“SR”) 85 Noise Reduction Program Phase 2 in Santa Clara County (“County”) (See **Appendix B** for Noise Reduction Pilot Testing Locations).

The Services resulting from this Request for Proposals (“RFP”) may also potentially include future phases of design and engineering work for the Project, including Plans, Specifications, & Estimate (“PS&E”) and Design Services During Construction (“DSDC”). Proposers must include a statement of interest in performing the potential future phases of Services and qualifications for such work in their Proposal.

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	June 17, 2020
Pre-Proposal Conference	None due to Shelter-In-Place Orders
Deadline to Submit Questions	June 26, 2020 at 4:00 p.m.
Deadline to Submit Proposal	July 15, 2020 at 4:00 p.m.
Interviews	July 28 & 29, 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 S19246 for SR 85 Noise Reduction Program.” 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, Contract 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: There will be no pre-proposal conference due to the current Santa Clara County Shelter-In-Place orders. Additional time for formal questions has been provided.

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

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

Questions or comments regarding this RFP must be submitted in writing and must be received by VTA no later than the date and time stated in Table 1. Email questions must be submitted to the Designated Point of Contact listed above and shall include “RFP S19246 QUESTIONS” in the subject line.



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

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

The Proposer shall submit six (6) printed copies and one (1) copy of the Proposal in an electronic format in the form of a CD, DVD, or flash drive, accompanied by a separate and sealed envelope, containing one printed copy of (i) the Exceptions to the Contract (Form 3), (ii) A&E Services Cost Proposal Form (Form 4), (iii) Listing of MWBE Prime and Subcontractors (Form 5), (iv) Listing of SBE Prime and Subcontractors (Form 6), (v) Designation of Subcontractors and Suppliers for Data Collection Requirements (Form 7), and (vi) Resource Plan (Dollars) (Form 11) (collectively, the “Cost Proposal Packet”).

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

“RFP S19246 SR 85 NOISE REDUCTION PROGRAM PHASE 2”

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

G. WITHDRAWAL OF PROPOSALS: A Proposer may withdraw its Proposal at any time before the expiration of the time for submission of Proposals as provided in this RFP by delivering to the Designated Point of Contact a written request for withdrawal signed by, or on behalf of, the Proposer.

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

VTA reserves the right to:

- Reject any or all Proposals.
- Issue subsequent Requests for Proposal.
- Postpone opening for its own convenience.
- Remedy technical errors in the Request for Proposal process.
- Approve or disapprove the use of particular subcontractors.
- Solicit best and final offers from all or some of the Proposers.



- Award a professional services contract to one or more Proposers.
- Waive informalities and irregularities in Proposals.
- Conduct interviews at its discretion.

I. CONTRACT TYPE: It is anticipated that VTA will award a professional services contract (“Contract”). If awarded, the Contract will be cost plus fixed fee with a term of two (2) years. This RFP does not commit VTA to enter into such Contract nor does it obligate VTA to pay for costs incurred in preparation or submission of Proposals or in anticipation of entry into a Contract.

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

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

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

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

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

II. PROPOSER’S MINIMUM QUALIFICATIONS

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



1. The Proposer must be a Civil Engineering firm with a minimum of 10 years of highway design experience.
2. The proposed Project Manager (“PM”) (see Section IV(B)(5) below) must be a licensed engineer registered in the State of California with a minimum of seven (7) years of experience in managing complex highway projects.

B. PREFERRED QUALIFICATIONS: The Proposer shall be familiar with Caltrans’, VTA’s, and City of Mountain View’s, City of Sunnyvale’s, City of Los Altos’, City of Cupertino’s, City of Campbell’s, City of Saratoga, City of Monte Sereno’s, Town of Los Gatos, and City of San Jose’s (individually referred to as “City”; collectively referred to as “Cities”) requirements, policies, procedures, manuals, and standards including compliance with applicable Federal Highway Administration (“FHWA”) requirements. The Proposer shall demonstrate previous work done 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:

Qualifications of the Firm	10 Points
Staffing and Project Organization	25 Points
Work Plan	30 Points
Project Understanding / Delivery Efficiencies	25 Points
Local Firm Preference	10 Points

1. **QUALIFICATIONS OF THE FIRM:** Evaluation of this qualification will be based on the Proposer’s and 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 projects are: (i) details on the project and its relevance as qualification for the Project contemplated by this RFP, (ii) the total cost of the prior project, (iii) the percentage of work for which the Proposer was responsible for the prior project, (iv) a comparison of the planned duration of work by the Proposer compared to the actual duration of work performed by the Proposer on the prior project, and (v) the originally planned work budget for Proposer compared to the actual amount expended for the prior project. As part of the evaluation criteria, VTA will also consider Proposer’s experience working with highway properties or other public agencies, the strength and stability of the firm, and assessments by three client references.



- 2. STAFFING AND PROJECT ORGANIZATION:** Evaluation of this criterion will be based on the relevant experience of (i) Proposer’s PM (see Section IV(B)(5) below), (ii) the Deputy Project Manager (“DPM”), if one is proposed (see Section IV(B)(5) below), and (iii) other key staff, including staff from subcontractors. Relevant experience to be considered includes 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 complex 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/DPM should be able to demonstrate the ability to lead a multi-faceted team, manage a schedule, and budget in a dynamic environment. 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 it succinctly 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 to the major subtasks by staff (including key staff from subcontractors) to reflect the Proposers’ overall understanding of the Project requirements and proposed flow of work.
- 4. PROJECT UNDERSTANDING/DELIVERY EFFICIENCIES:** Evaluation of this criterion will be based on (i) the presentation of the Project issues and critical items that need to be addressed during the development of the Project and (ii) discussion on key steps to ensure optimizing of delivery effort. The Proposal will be evaluated based on: 1) solutions, strategies, or recommendations for the identified Project issues and critical items, 2) a detailed discussion on the proposed stakeholder involvement, and 3) identification of potential pitfalls to the successful delivery of this Project, including identifying three of the most impactful potential pitfalls, and steps that will be taken to avoid such pitfalls. Evaluation of this criterion will be based on how the Proposal shows the relationship between the Project issues/critical items and the proposed work plan (staffing, tasks, and schedule) identified in the “Work Plan” criteria. The use of graphical aids, figures, and tables that clearly demonstrate the Proposer’s Project understanding and proposed delivery efficiencies will factor into the scoring for this



criterion. Any new ideas or concepts that could help deliver a better Project should be discussed in this section in the Proposal.

5. LOCAL FIRM PREFERENCE: A local firm is a firm that currently has its main office or a branch office with meaningful production capability located within Santa Clara County, or a firm that, upon award of the Contract by VTA, will establish such a local office. Five (5) points shall be awarded if at least fifty percent (50%) of the dollar value of services to be rendered will be performed by a local firm. An additional point shall be awarded for each additional ten percent (10%) of the dollar value of services to be performed by a local firm, to a maximum point award of ten (10) points.

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

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

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 subcontractors qualifications and previous experience on similar or related projects. Description of pertinent project experience shall include a summary of the work performed, the total project cost, the percentage of work the firm was responsible for, the period over which the work was completed. Give a brief statement of the firm's adherence to the schedule and budget for each project. Proposer must provide the name, title, and phone number of three (3) clients to be contacted for references, although VTA reserves the right to check other references beyond the three provided.

Information on the PM/DPM and other key staff's availability to take on this Project must be provided as part of the Proposal using **Form 9 – Key Staff Availability**.

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

- 3. WORK PLAN:** By presentation of a well-conceived work plan, this section of the Proposal shall establish 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 subcontractor. Proposers will include separate detailed schedules for completing the major subtasks specified in the Scope of Services and an overall proposed duration for completing PID and PA/ED for the Project in the Proposals. Proposers will prepare schedules included in the Proposals in Gantt chart format (e.g. Microsoft Project or Primavera). The Preliminary Project Milestone Schedule can be seen in **Appendix C**.



Proposer must state the Business Diversity Program goal commitment as a percentage of total contract value.

It is recommended that the Evaluation Criteria section of this RFP be reviewed very carefully for further details on the required information related to the work plan.

4. **PROJECT UNDERSTANDING/DELIVERY EFFICIENCIES:** This section must include the Proposer's understanding of the Project's critical issues and solutions, strategies, or recommendations to address those critical issues for a successful Project delivery. This section must also identify the Proposer's understanding of stakeholder involvement on the issues, key pitfalls to Project delivery, and related cost implications. The Proposer may also suggest technical or procedural innovations that have been used successfully on other projects and which may facilitate the completion of this Project.

It is recommended that the Evaluation Criteria section of this RFP be reviewed very carefully for further details on the information requested to demonstrate project understanding and proposed delivery efficiencies.

5. **PROJECT STAFFING:** This section must discuss how the Proposer would propose to staff this Project. The Proposer's Project team members must 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.
6. **ADMINISTRATIVE SUBMITTALS:** The Proposer must complete all the forms attached hereto and submit in the Proposal. Forms No. 3 through No. 7, and Form 11 must be printed and submitted in a separate and sealed envelope titled "Cost Proposal Packet" as part of the Proposal.

V. BUSINESS DIVERSITY PROGRAM POLICY: Proposer 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 or call the Office of Business Diversity Programs at (408) 321-5962 for assistance in identifying eligible MWBE firms. Listings of eligible firms are also available at the following:

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

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

1. SBE 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 **5.13%** SBE contract specific participation goal has been established by the Office of Business Diversity Programs ("OBDP") as stated in this RFP. Any certified Disadvantaged Business Enterprise ("DBE") firm is eligible to participate towards the SBE participation goal. SBE firms must be certified or accepted as certified by VTA's OBDP.

Listings for SBE and DBE firms are:

VTA SBE Database:

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

California UCP DBE Database:

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

b. Consultant Registration: All SBE DBE and MWBE firms listed on Form 5, Listing of MWBE Prime and Subcontractors and Form 6, Listing of SBE Prime and Subcontractors, must be certified by VTA's OBDP, the California Unified Certification Program ("CUCP"), and or accepted as certified by OBDP at the time of the Proposal due date to be counted toward the contract SBE goal. Proposers must comply with VTA's SBE Program Policy and Requirements on utilization of SBE.

c. A Proposer who fails to achieve the SBE participation goal and who fails to demonstrate sufficient good faith efforts to meet such goal shall be deemed "non-



responsive” and therefore ineligible for award of the Contract, see Good Faith Effort Guidelines, Section C.

- d. Form 5, MWBE Listing of Prime and Subcontractors, Form 6, SBE Listing of Prime and Subcontractors, Form 7, Designation of Subcontractors and Suppliers, and other documentation in compliance with SBE Program Policy and Requirements must be submitted at time of Proposal submittal.
- e. It is the Proposer’s sole responsibility for verifying sub-consultant certification as a 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/DBE goal will be achieved. This includes where appropriate, breaking out contract work items into economically feasible units to facilitate SBE/DBE utilization.
- c. Advertisement of subcontracting opportunities: Advertisement in trade association publications and disadvantaged/minority and woman owned business focused media. Advertisements must identify specific subcontracting opportunities being solicited, project name and location, proposer contact person including name, address, phone, fax, and email, and Proposal solicitation submittal due date. Advertisements should appear a minimum of ten (10) days prior to Proposal due date.
- d. Written Requests for Bids/Proposals: Provision of written notices to the maximum number of SBE and DBE firms to solicit interest for each subcontracting area identified sufficient to meet the established goal. Notices should be issued at least ten (10) days prior to Proposal due date.
- e. Solicitation Follow-Up: Subsequent efforts to solicit SBE and DBE within all available subcontracting areas. The follow-up solicitation should occur within a reasonable time of the initial solicitation, in order to allow the Proposer to solicit additional SBE and DBE and identify additional subcontracting items to draw greater interest and sub-proposals.
- f. Negotiation in Good Faith: Negotiating in good faith with interested SBE and DBE to facilitate SBE and DBE utilization. Utilize a sound basis for selection and/or rejection of SBE and DBE Proposals.



- g.** Performance of Other Bidders/Proposers in meeting the SBE Goal: In determining where the Proposer has made adequate efforts to meet the SBE and DBE goal, VTA will take into account the performance of other proposers in meeting the established contract-specific goal requirements.
- h.** Provision of assistance to DBEs to obtain bonding, lines of credit and/or insurance: Provision of assistance to interested SBE and DBE firms in obtaining bonding, lines of credit, and/or insurance as required by the Proposer.
- i.** Utilization of community outreach services: Utilization of outreach services within the DBE and SBE community, including consultant groups, local, State and federal SBE and DBE offices and other organizations that provide assistance in the recruitment and placement of SBE and DBE firms.

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

VI. INSURANCE AND INDEMNIFICATION REQUIREMENTS: Contractor shall adhere to the insurance requirements set forth in Exhibit A5. Proposer’s attention is directed to the insurance requirements in the exhibit. It is highly recommended that Proposers confer with their insurance carriers or brokers in advance of Proposal submission to determine the availability of insurance certificates and endorsements that will be required for the Contract awarded through this RFP.

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

VII. PROTESTS

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

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



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

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

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

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

VIII. SCOPE OF SERVICES:

A. Background Information

VTA, in cooperation with California Department of Transportation ("Caltrans"), plans to develop and implement express lanes ("EL") on the SR 85 corridor in Santa Clara County. An environmental document was released in late 2013 to convert the existing high occupancy vehicle ("HOV") lanes on SR 85 between US 101 in San Jose and US 101 in Mountain View to EL, also known as Hot Lane; and add a second EL in both directions of SR 85 between SR 87 and I-280. During the environmental circulation period for the Project, residents expressed their concerns toward the perceived noise from the SR 85 corridor and added noise from the proposed express lanes, in particular, the new double EL between SR 87 and I-280 within the cities of San Jose, Campbell, Los Gatos, Saratoga, and Cupertino. However, the noise study completed as part of the SR 85 Environmental Document concluded that no new or replacement noise walls were warranted. To further address noise concerns on SR 85, a request for a proposal for an additional study from a noise consultant was issued on April 16, 2015 as part of Phase 1 of the Noise Reduction Program on SR 85. The resulting study is attached as **Appendix A**. The study was completed in September 2016 and identified a range of noise reduction treatments and test locations for Phase 2 of the Noise Reduction Program on SR 85. Subsequently, a request for a proposal from a contractor team is being requested by VTA to develop the pilot phase ("Phase 2") of the Project.



In addition to the SR 85 Noise Reduction Study Phase I (2016) (Appendix A), VTA also prepared the following documents, which are attached hereto as Appendices for review:

- SR 85 Express Lanes Project Initial Study with Negative Declaration/Environmental Assessment with Finding of No Significant Impact (2015) (**Appendix A1**)
- SR 85 Express Lanes Project Noise Study Report (2012) (**Appendix A2**)
- SR 85 Express Lanes Project Noise Abatement Decision Report (2012) (**Appendix A3**)
- Capital Preventive Maintenance Project Report for SR 85 from Almaden Expressway to Stevens Creek Boulevard (2005) (**Appendix A4**)
- Final Environmental Impact Statement for the SR 85 Transportation Corridor Project (1987) (**Appendix A5**)
- SR 85 Project Report for the SR 85 West Valley Transportation Corridor (1985) (**Appendix A6**)

B. Proposed Project

The Project will implement Phase 2 of the SR 85 Noise Reduction Program which is to test the noise reduction measures at five locations identified in the SR 85 Noise Reduction Study Phase I (2016) (**Appendix A**).

Phase 2 involves the pilot testing of the recommended noise reduction measures identified in Phase 1 at the five test locations and evaluation of their efficacy after implementation. The recommended noise reduction measures may change based on additional input from Caltrans and other stakeholders. The noise reduction pilot testing locations on SR 85 are shown in **Appendix B**, attached hereto.

Phase 2 will also re-examine the feasibility to implement acoustically absorptive barrier treatment and/or barrier cap to the top of the existing noise barriers.

C. Work to be Performed

Contractor must provide the activities and services necessary to complete the Project Initiation Document (“PID”) and Project Approval/Environmental Document (“PA/ED”) phases for the Project. The project work plan includes the following applicable standards:

The documents and reports required under this Contract must be prepared in accordance with Caltrans’ regulations, policies, procedures, manuals, and standards.

- 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.



- b. Plans must be prepared in conformance with the current 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 Guidelines for Geotechnical Design Reports.
- d. Design of improvements which impact existing or proposed underground utilities must conform to Caltrans's 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. Design of the Project must be performed in accordance with Caltrans standards and practices. Any exceptions to applicable design standards must be approved by Caltrans via the process outlined in the Caltrans Highway Design Manual and applicable memorandums and design bulletins published by Caltrans.
- f. Submittals must be made in the number and type specified in the current edition of the Caltrans publication entitled, Guide for the Submittal of Plans, Specifications and Estimates, and, where applicable, Externally Financed Projects Branch Information and Procedures Guide of the Division of Structures, unless noted otherwise in the Contract.
- g. All designs for the constructed improvements within the applicable City right-of-way must conform to the applicable City's standards , guidelines, policies and procedures, and applicable City's ordinances.
- h. All constructed improvements must conform to VTA's Complete Streets best practices (which are incorporated herein by this reference as if fully set forth herein and may be made available to Contractor upon written request to VTA) in order to improve bicycle, pedestrian, and transit elements of the system. Design of bicycle improvements must comply with most recent version of VTA Bicycle Technical Guidelines.

D. Key Tasks

The key tasks of the scope of services are as follows:

TASK 1. Project Management

TASK 2. PID

TASK 3. PA/ED



1. Task 1: Project Management

Contractor, under the PID and PA/ED phases of this Contract, will provide project management for each task for the duration of the Contract term (See **Appendix C** – Preliminary Project Milestone Schedule). Contractor’s project management activities will consist of administration, coordination, supervision, project controls, attending meetings, and quality assurance and control as follows:

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 completed compared to percent billed for each task must 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 backup, which must include Contractor’s charges to each sub-task with an estimated percent completed of work.
- Provide a summary table indicating the amount of firm participation each month based upon current billing and total billed to date.
- Prepare proposal(s) for additional design services related to the Project, as requested by VTA

Contractor will not perform any work beyond what is described herein without prior written authorization from VTA.

Contractor will coordinate with agencies, as required by VTA, for Project development. Contractor will coordinate planning and preliminary design effort with stakeholders as required, including, but not limited to, the following:

- VTA and its consultants
- Caltrans - all offices, departments, divisions and groups as directed by Caltrans Project Development, including Caltrans Division of Structure
- Santa Clara County Department of Roads & Airports
- Santa Clara Valley Water District



- The Cities
- Affected utility companies including railroad companies
- Public utilities commissions
- Private property owners

Contractor will coordinate its Services that that of other projects that are under development and/or construction by VTA, Caltrans, Cities, as required for Project development. Contractor will coordinate planning and preliminary design effort with team members of other projects, including, but not limited to the following projects:

- VTA's SR 85 Express Lanes Project.
- VTA's SR 85 Transit Guideway Study.
- Cities' projects

1.2 Project Management and Control

Contractor will perform the following project management and control activities:

- Supervise, coordinate, and monitor activities and product development for conformance with Caltrans', VTA's, County's, and Cities' standards and policies.
- Prior to the start of any Services, Contractor will interface with Caltrans, VTA, and Cities staff to assure format consistency of all deliverable(s). Any deviation from the agreed-upon format will be Contractor's responsibility, and no compensation will be permitted for such deviations or the efforts required to fix such deviations.
- Coordinate with VTA'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's Uniform Filing System.
- Prepare a detailed Critical Path Method (CPM) schedule to reflect plan and progress of Services and to serve as a master schedule for the Project. Contractor will submit an updated electronic file schedule on a monthly basis to include key milestones and Services completed.
- Prepare and maintain an Action Item Log.
- Prepare and maintain Data Request Log.
- Prepare and maintain a Submittals Log Registry, which will include scheduled and actual submittal dates, review periods, and receipt of comments.



- Prepare Risk Register and Risk Management Plan in accordance with Caltrans guidelines and requirements.
- Contractor will assist VTA with the preparation of any other required documentation such as cooperative activities or public outreach 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, under VTA guidance:

- Prepare for and attend monthly Project Development Team (“PDT”) meetings. Contractor will arrange 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, Cities, and other agencies to resolve technical issues.
- Prepare and submit all meeting agendas to VTA one (1) week prior to the relevant meeting date. Prepare and distribute draft meeting minutes for VTA review within ten (10) working days after each meeting and allow two (2) weeks for receipt of any comments. Prepare and distribute final meeting minutes to the PDT incorporating relevant comments received on draft meeting minutes from Caltrans, County, and Cities.
- Prepare for and attend study session, stakeholder meetings, and City Council presentations for each City, if requested by VTA.

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

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

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



- Assure promulgation of and strict adherence to the approved QMP and procedures in the performance of Services.
- Contractor must require that its subcontractors comply with Contractor's approved QMP. Any waiver of this requirement must be approved in writing by VTA. If VTA grants a waiver of this requirement, the subcontractor must propose its own QMP, the subcontractor's proposed QMP must be approved by Contractor, and Contractor must also certify that the subcontractor(s)'s QMP meet VTA's QA Program requirements.
- Convene and document quality reviews. Make findings and corrective actions available for VTA's review.

Contractor's approach to quality control must meet or exceed industry standards and practices and those of VTA's QA Program requirements (which are incorporated herein by this reference as if fully set forth herein and may be made available to Contractor upon written request to VTA). Contractor must establish and maintain a QMP as part of the work plan. Contractor's QMP must establish a process to ensure:

- 1) Quality control procedures strictly adhere to the approved Contractor's QMP, and such procedures are properly documented throughout the entire course of the Contract.
- 2) Independent checking (check, back-check, and verification) of calculations, plans, and specifications.
- 3) Distribution of all Project correspondence and memoranda to appropriate personnel.
- 4) Those personnel responsible for assuring quality must be independent of those having direct responsibility for the work being performed.
- 5) Contractor must assign Discipline/Task Managers to approve and certify that required intra-disciplinary review (refers to internal (independent check) process within each discipline) and quality control activities have been satisfactorily performed prior to submittal to Contractor's PM.
- 6) Contractor's PM approves and certifies that required inter-disciplinary review (refers to external review process between disciplines that are conducted to ensure proper interface/continuity and to prevent conflicts among various disciplines) and the above requirements have been satisfactorily performed prior to submittal to VTA or other approving agencies (e.g., Caltrans and Cities).



- 7) Contractor must assign a Quality Assurance/Quality Control Manager to conduct and document random audits of Contractor's and subcontractors' work to check and certify compliance with the approved QMP.

The QMP must also established a means to (i) evaluate quality of the interface/integration and (ii) confirm that conflicts do not exist in areas where various items of the Services 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 and subcontractors) and participate in VTA Quality Assurance Audits prior to submitting (i) the Draft and Final Project Study Report – Project Development Support (“PSR-PDS”), including all technical studies, (ii) the Draft and Final Project Report (“PR”) to confirm conformance with Contract requirements.

1.5 Task 1 Deliverables

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

2. Task 2: PID

Contractor will prepare PID documents in accordance with the latest Caltrans Project Development Procedures Manual (“PDPM”). Contractor will prepare a streamlined PSR-PDS to (i) document the need for the Project, (ii) summarize key points from the Preliminary Environmental Analysis Report (“PEAR”), and (iii) summarize the scope, cost, and overall impacts to enable an informed decision by the Project stakeholders to proceed toward Project approval. The PID will contain the build alternatives as specified in the SR 85 Noise Reduction Study Phase 1 (2016) (**Appendix A**).



The approved PSR-PDS must allow the Project to move into the PA/ED phase.

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

- Any previous report(s) or documents related to the proposed Project area
- As-built plans
- Utility information (Utility owner maps will be provided by VTA)
- Aerial photos and any available mapping, including digitized topography
- Survey control data
- Preliminary plans
- Site visits and field reviews to verify Project features
- Design surveys and survey control data
- Non-standard design features
- Preliminary Environmental Analysis Report
- Storm Water Data Report (PID level)
- Preliminary right-of-way and utility requirements
- PID level cost estimate.
- Draft and Final PSR/PDS including supporting documentation

Contractor will apply 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.

2.1 Task 2 Deliverables

- PEAR
- Storm Water Data Report (PID Level)
- Preliminary Plans
- PID Level Cost Estimate
- PSR-PDS

3. Task 3: PA/ED

3.1 Project Approval

Contractor will prepare a PR in accordance with Caltrans guidelines. Draft and Final versions must be prepared with respect to the guidelines contained in the Caltrans PDPM. The PR activities will consist of, but are not limited to the following:



- Preliminary right-of-way requirements
- Preliminary utility coordination
- Preliminary utility layout
- Preliminary plans
- Traffic Management Plan Data Sheet
- Storm Water Data Report (PA/ED level)
- Preliminary construction cost estimate
- Preliminary construction schedule
- Draft and Final PR including supporting documentation

3.1.1 Right-of-Way Requirements

It is anticipated that all proposed improvements will be constructed within Caltrans right of way and that no right of way acquisition is required for this Project. Contractor will coordinate right of way requirements for the Project and prepare the Right of Way Data Sheet per the above assumption. A certified right of way professional will prepare the draft and final Right of Way Data Sheet for VTA review.

3.1.2 Utility Coordination/Utility Policy Certification

Contractor will submit a request for utility locations to various utility companies within the Project boundary limits. After receiving the utility locations, Contractor will perform the following tasks:

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

Potholing of utilities will not be performed until the Plans, Specifications, and Estimates (“PS&E”) phase.

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

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



Contractor will prepare a preliminary utility matrix to be included in the UPC, which must include utility owner name, type of facility, and the location and size of the facility.

3.1.3 Preliminary Plans

Contractor will review the five locations shown on the SR 85 Noise Reduction Study Phase 1 (2016) (Appendix A) for further study for the Project. Contractor will expand on these locations and define the improvements in sufficient detail to obtain agency consensus on the pavement limits for each location that will be discussed in the PR prepared for the Project and recommended for final design in the subsequent PS&E phase.

Contractor will also review the absorptive noise treatment and/or barrier cap on top of the existing sound walls within the Project limits. If approved by VTA, the preliminary plans can be a combination of noise reduction measures identified in Phase 1.

3.1.4 Traffic Management Plan Data Sheet

Contractor will prepare a Caltrans Transportation Management Plan Data Sheet for inclusion with the PR.

3.1.5 Storm Water Data Report (PA/ED Level)

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

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



3.1.6 Preliminary Construction Cost Estimate and Schedule

Contractor will prepare and update the preliminary construction cost estimate for the Project. The estimate must be prepared using the Caltrans format and must be attached to the PR. Contractor will also prepare a Cost Certification and attach it to the PR.

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

3.1.7 Draft and Final PR including Supporting Documentation

Contractor will prepare a PR that documents the need for the Project, summarizes key points from the draft environmental studies, and summarizes scope, cost, schedule, and overall impacts to enable an informed decision to be made to proceed toward Project approval in accordance with the guidelines and format described in Appendix K of the Caltrans PDPM.

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

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

3.2 Environmental Document:

It is expected that the Project will be environmentally cleared with a Categorical Exemption (“CE”) under California Environmental Quality Act (“CEQA”). VTA will prepare the environmental document in accordance with the current guidance and annotated outline templates posted by Caltrans on the Standard Environmental Reference (“SER”) website. VTA will analyze Project impacts to environmental resources and prepare technical studies listed below for the Project.

Caltrans is the lead agency for CEQA compliance.

VTA will prepare the following environmental documents required for the Project:



3.2.1 CEQA Environmental Document

VTA will be responsible for the finalizing of all aspects of a CEQA Environmental Document. The CE will be prepared in conformance with Caltrans CEQA Guidelines.

3.2.2 Environmental Special Studies

VTA will be responsible for preparing and finalizing required environmental technical studies in coordination with Caltrans. Contractor will provide support to VTA to facilitate the analysis contained in the technical studies, such as providing plan sheets, exhibits, descriptions of work, anticipated durations, and other Project-related information as requested by VTA. Contractor will coordinate with VTA to review and comment on portions of technical reports as requested by VTA, and address questions from VTA related to the Project description.

The list of studies required will be coordinated with Caltrans and confirmed in writing between Caltrans and VTA.

Contractor's cost proposal must budget to support VTA for a maximum of three (3) environmental special studies that may include but not limited to, the following:

- Hazardous materials – Initial Site Assessment
- Noise – Noise Study Report/Noise Abatement Decision Report
- Visual – Minor Visual Impact Assessment

Public meetings will be an integral part of the public involvement effort. The meetings and associated activities will include: Public Outreach/Community meetings (to be conducted as determined by VTA). For each of these public meetings, Contractor will assist with the development of meeting materials and attend the meetings.

3.3 Task 3 Deliverables

- Draft and Final Project Report (hardcopy and electronic native files)
- Traffic Management Plan Data Sheet
- Preliminary utility layout and matrix
- Right of way requirement maps and Caltrans Right of Way Data Sheet
- Preliminary plans



- Storm Water Data Report (PA/ED level)
- Preliminary construction cost estimate and schedule

E. Project Assumptions and Exclusions

The Services are based upon the following assumptions:

- Existing right of way will be shown on preliminary plans based on available right of way maps and supplemented by field surveys of right of way if required in future PS&E phase of the Project.
- PDT meetings will be held at the VTA River Oaks offices. The initial kick-off PDT meeting and other topic specific meetings may occur at Caltrans or City offices.
- VTA will provide public outreach notifications, facilities, and technical equipment.
- No pavement evaluation of the existing pavement is included.
- VTA will manage, apply, and secure permits, if applicable, with other agencies including, but not limited to, Santa Clara Valley Water District, and Regional Water Quality Control Board.
- VTA will prepare agreements required to support approval of the proposed improvements. Documentation is anticipated to include:
 - a. Caltrans cooperative agreements (PID, PA/ED, ROW, and PS&E activities)
 - b. Caltrans construction cooperative agreement
 - c. Updated freeway agreement (if required)
 - d. Landscape maintenance agreement (if required)
 - e. Local agreements as required
- The following reports, studies, and processes are not included in the scope of services outlined above for PA/ED phase:
 - a. Traffic studies including Existing Condition, Forecast, and Traffic Operation Analysis Report
 - b. Design Standard Decision Document
 - c. Conceptual Landscape Plan
 - d. Preliminary Hydrology and Drainage Report
 - e. Biological Assessment, Biological Mitigation and Monitoring Plan
 - f. Site Investigation Report
 - g. Natural Environmental Study
 - h. Cultural studies
 - i. Air Quality Report
 - j. Tree Survey Report
 - k. Visual Impact Assessment



- l. Water Quality Assessment Report
- m. Community Impact Report
- n. Preliminary Geotechnical Report
- o. Pavement Life Cycle Analysis
- p. Lane Closure Report

F. 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 PS&E and 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, Proposer’s 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.

TASK 4. PS&E

TASK 5. DSDC

Task 4: PS&E

This final phase of design is the development and preparation of the plans and specifications required for construction bid documents, as well as an engineer’s estimate on the total cost of construction and estimated build time. This work may include, but is not limited to, the drafting of design plans and detailed technical specifications, in-person meetings, presentations, stakeholder input, public outreach, multiple approval processes, and other work as required to submit a fully compliant and complete bid package to VTA for the Project. This task is comprised of preparing PS&E, reports, and other deliverables for the following submittals:

- 35% PS&E
- 65% PS&E
- 95% PS&E
- 100% and Final PS&E
- Noise monitoring plan
- Draft and final Noise monitor report
- Construction bid documents



Task 5: DSDC

The DSDC phase will include engineering services to support VTA with Project delivery and acceptance. This task is comprised of, but not limited to, the following key tasks:

- Clarification of existing design
- Responses to construction contractor questions about the plans and specifications
- Review of shop drawings
- Review of construction contractor technical submittals for conformance with the plans and specifications
- Noise monitor

Task 4 and Task 5 will be performed based on the approved PA/ED developed pursuant to Task 3. The detailed scope of work for Task 4 and Task 5 will be developed and awarded in phases.

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.



IX. ADMINISTRATIVE SUBMITTALS

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

FORM 1. GENERAL INFORMATION

FORM 2. LEVINE ACT STATEMENT

FORM 3. EXCEPTIONS TO THE CONTRACT

FORM 4. 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
Bob Nuñez	VTA Board Member	City of Milpitas
Teresa O'Neill	VTA Alternate Board Member	City of Santa Clara
Dave Cortese	VTA Board Member	County of Santa Clara
Susan Ellenberg	VTA Alternate Board Member	County of Santa Clara
Jeannie Bruins	Ex-Officio Member	Metropolitan Transportation Commission

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

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

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

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

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

Signature:

Firm Name:

Date:



FORM 3. EXCEPTIONS TO THE CONTRACT

SUBMIT IN A SEPARATE SEALED ENVELOPE

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: _____ Title: _____

City, State, _____ Signature/ _____

Zip: _____ Date _____

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

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

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

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

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

Description of Work

1. _____

2. _____

3. _____

4. _____

5. _____



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

SUBMIT IN A SEPARATE SEALED ENVELOPE

Proposer: _____

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

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

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

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

+F=Female	+M=Male
-----------	---------

Total Proposed Amount: \$ _____

Amount to be subcontracted: \$ _____

Percent to be subcontracted: _____ %



FORM 8. LOCAL FIRM CERTIFICATION

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

If a local firm, specify local address: _____

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

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

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

Subcontractor Name	Address
_____	_____
_____	_____
_____	_____
_____	_____

Firm Name: _____

Name _____ Title _____

Signature _____ Date _____



FORM 9. KEY STAFF AVAILABILITY FORM

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

Note:

* List all projects and current workload for each project. Add additional rows as needed. File available for download on the VTA solicitations website.



FORM 10. RESOURCE PLAN (Hours)

EXCEL FILE TO BE DOWNLOADED FROM VTA WEBSITE



FORM 11. RESOURCE PLAN (Dollars)

SUBMIT IN A SEPARATELY SEALED ENVELOPE

EXCEL FILE TO BE DOWNLOADED FROM VTA WEBSITE



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. S19246

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, 2021 (unless otherwise earlier terminated pursuant to the terms and conditions set forth herein).
- C. DAYS:** For purposes of this Contract, all references herein to “day” shall mean calendar day, unless specified otherwise. All references to “calendar day” shall mean any day, including Saturday, Sunday and all legal holidays. All references to “working day” or “business day” shall mean any business day, excluding Saturdays, Sundays and legal holidays.
- D. COMPENSATION:** Contractor shall be paid in accordance with Exhibit [] 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. B
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. B
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 [].

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

P. SPECIAL PROVISIONS:

1. **PREVAILING WAGE REQUIREMENTS:** Contractor shall adhere to the prevailing wage requirements set forth in Exhibit [].
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.
- Hours worked by personnel classification.
- Rate per personnel classification.
- ODCs.
- 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/2020

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 Contractor’s obligation to indemnify and hold harmless VTA, Contractor must procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by Contractor, its agents, representatives, or employees, or subcontractors. The cost of such insurance must be included in Contract price. In the event of any material change in the Contract Scope of Services, VTA reserves the right to change the insurance requirements set forth herein. Contractor must furnish complete copies of all insurance policies, within three (3) business days of any request for such by VTA.

A. LIABILITY AND WORKERS’ COMPENSATION INSURANCE:

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

- a. Insurance Services Office General Liability coverage (“occurrence” form CG 0001). General Liability insurance written on a “claims made” basis is not acceptable.
- b. Insurance Services Office Business Auto Coverage, Insurance Services Office form number CA 0001, covering Automobile Liability, code 1 “any auto.” Auto Liability written on a “claims-made” basis is not acceptable.
- c. Workers’ Compensation insurance as required by the Labor Code of the State of California, and Employer’s Liability insurance.
- d. Professional Liability, including limited contractual liability coverage, covering liability arising out of any negligent act, error, mistake or omission in the performance of Contractor’s services under this Contract. This coverage must be continuously maintained for a minimum of two (2) years following completion of this Contract. This coverage may be written on a “claims made” basis, if so, please see special provisions in Section B.

In the event Contractor is not enrolled in VTA’s program, Contractor must purchase, at its own expense, its own stand-alone project-specific Railroad Protective Liability coverage, showing VTA as the Named Insured on the policy, covering liabilities arising out of work performed by Contractor within 50 feet of the VTA Rail Right of Way, measured from the nearest rail, for bodily injury, property damage, including damage to VTA’s property, equipment, and facilities, under ISO coverage form CG 00 35 04 13 or equivalent.



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

- a. General Liability (including Umbrella/Excess insurance): \$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. This requirement may be satisfied by a combination of General Liability insurance with Excess or Umbrella policies, but in no event may the General Liability primary policy limit per occurrence be less than \$2,000,000, unless Umbrella/Excess policies feature inception and expiration dates concurrent with the underlying policy, “Follow Form” coverage, and a “Drop Down”.
- b. Automobile Liability \$1,000,000 limit per accident for bodily injury and property damage.
- c. Workers’ Compensation and Employer’s Liability: Statutory Workers’ Compensation limits and Employer’s Liability limits of \$1,000,000 per accident.
- d. Professional Liability: \$2,000,000 each occurrence/aggregate minimum limit per claim. This requirement may be satisfied by a combination of Professional Liability insurance with Excess or Umbrella policies, but in no event may the Professional Liability primary policy limit per occurrence be less than \$2,000,000, unless Umbrella/Excess policies feature inception and expiration dates concurrent with the underlying policy, “Follow Form” coverage, and a “Drop Down” provision.

Self-Insured Retention: The certificate of insurance must disclose the actual amount of any deductible or self-insured retention, or lack thereof, for all coverages required herein. Any self-insured retention or deductible in excess of \$50,000 (\$100,000 if Contractor is a publicly-traded company) must be declared to and approved by VTA. If Contractor is a governmental authority such as a state, municipality or special district, self-insurance is permitted. To apply for approval for a level of retention or deductible in excess of \$50,000, Contractor must provide a current financial report including balance sheets and income statements for the past three years, so that VTA can assess Contractor’s ability to pay claims falling within the self-insured retention or deductible. Upon review of the financial report, if deemed necessary by VTA in its sole discretion, VTA may elect one of the following options: to accept the existing self-insured retention or deductible; require the insurer to reduce or eliminate the self-insured retention or deductible as respects VTA, its directors, officers, officials, employees and volunteers; or to require Contractor to procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses. Applicable costs resulting therefrom will be borne solely by Contractor. Contractor may request execution of a nondisclosure agreement prior to submission of financial reports.



B. 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, Contractor must obtain or cause to be obtained the broadest extended reporting period coverage available in the commercial insurance market. This extended reporting provision must cover at least two (2) years.
3. No prior acts exclusion may be added to the policy during the contract period.
4. The policy allows for reporting of circumstances or incidents that might give rise to future claims.

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



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- e. The General Liability policy must be endorsed to remove the exclusion for railroad liabilities, with coverage at least as broad as afforded by ISO CG 24 17.

2. All Coverages:

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

3. Other Insurance Provisions

- a. The Certificate must disclose the actual amount of the Deductible or Self-Insured Retention
- b. If any coverage forms or endorsements required by this Contract are updated by their publishers, whether they be the insurance carrier(s), the Insurance Services office, or the American Association of Insurance Services, during the duration of this Contract, VTA reserves the rights to require 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 must be issued on a standard ACORD Form. The contractor must instruct their insurance broker/agent to submit all insurance certificates and required notices electronically in PDF format to Insurance.certificates@vta.org. All endorsements must be attached to the ACORD certificate in a single PDF document.

The certificates must (1) identify the insurers, the types of insurance, the insurance limits, the SIRs/deductibles or lack thereof 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 (“VTA”)
3331 North First Street
San Jose, CA 95134-1906
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/Excess policy must be listed, Certificate Holder must be named as additional insured, and Waiver of Subrogation must be indicated as endorsed to all policies as stated in the Contract Documents.

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

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

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



EXHIBIT A6 SMALL BUSINESS ENTERPRISE (SBE) REQUIREMENTS

A. MWBE POLICY:

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

B. SMALL BUSINESS ENTERPRISES:

1. It is VTA policy to ensure that Small Business Enterprise (“SBE”) firms, as defined in Federal Regulations at 13 CFR Part 121 and 49 CFR Part 26, have an equitable opportunity to participate in the performance of Contracts and subcontracts.
 2. In connection with its performance under this Contract, Contractor agrees to achieve the committed 5.13% SBE goal for this project.
 3. VTA will monitor compliance with Contract requirements for SBE firms. Electronic submittal will be on a web-based online system (B2Gnow), accessed from any computer via the internet at the following website: <https://VTA.sbdbe.com>. Contractor will be notified via e-mail with instructions on how to utilize the system.
 4. Contractor will be required to submit monthly SBE utilization reports electronically to the VTA Office of Business Diversity Programs. These reports will be submitted electronically by the Contractor and will document when payments are made to subcontractors and SBE firms.
- C. At the conclusion of this Contract, Contractor shall submit a final SBE utilization report electronically to the VTA Office of Business Diversity Programs at: OBDP@VTA.org by indicating a final audit where requested in the B2Gnow system.



EXHIBIT 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 the studying, developing, testing, implementation, and monitoring of noise reduction efforts on State Route 85 in Santa Clara County, pursuant to VTA's SR 85 Noise Reduction Program Phase 2.

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:

- 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.



XI. APPENDICES

ALL APPENDICES ARE AVAILABLE FOR DOWNLOADING FROM VTA WEBSITE

- Appendix A** SR 85 Noise Reduction Study Phase I (2016)
- Appendix A1** SR 85 Express Lanes Project Initial Study with Negative Declaration/Environmental Assessment with Finding of No Significant Impact (2015)
- Appendix A2** SR 85 Express Lanes Project Noise Study Report (2012)
- Appendix A3** SR 85 Express Lanes Project Noise Abatement Decision Report (2012)
- Appendix A4** Capital Preventive Maintenance Project Report for SR 85 from Almaden Expressway to Stevens Creek Boulevard (2005)
- Appendix A5** Final Environmental Impact Statement for the SR 85 Transportation Corridor Project (1987)
- Appendix A6** SR 85 Project Report for the SR 85 West Valley Transportation Corridor (1985)
- Appendix B** Noise Reduction Pilot Testing Locations
- Appendix C** Preliminary Project Milestone Schedule