

Contract S26070

AXIS COMMUNICATIONS CAMERA AND EQUIPMENT

Contract for Purchase of Goods and Services

Form of Contract

This Contract for Goods and Services consists of:

CONTRACT FORM	Executed by VTA and the Contractor
EXHIBITS:	Incorporated as part of the Contract
<i>Conditions</i> Exhibit 1 - Definitions and Interpretation Exhibit 2 - Special Conditions Exhibit 3 - General Conditions	Not separately executed
<i>Prescribed Requirements</i> Exhibit 4 – Required Regulatory Clauses Exhibit 5 – Reserved Exhibit 6 - Business Development Program Exhibit 7 – Reserved	
<i>Bonding and Insurance</i> Exhibit 8 – Reserved Exhibit 9 – Insurance Requirements	
<i>Compensation and Payment</i> Exhibit 10 - Compensation and Payment – Pricing and Special Conditions	
<i>Performance of the Work</i> Exhibit 11 – Scope of Work Exhibit 12 – Reserved Exhibit 13 – Intellectual Property Exhibit 14 – Contract Data Requirements Exhibit 15 - Contractor Safety and Security Requirements Exhibit 16 – Reserved	
<i>Contractor Commitments</i> Exhibit 17 – Contractor Commitments	

TABLE OF CONTENTS

CONTRACT FORM: CONTRACT FOR PURCHASE OF GOODS OR SERVICES	4
Exhibit 1 - DEFINITIONS AND INTERPRETATION	9
Exhibit 2 - SPECIAL CONDITIONS.....	16
Exhibit 3 - GENERAL CONDITIONS	17
Exhibit 4 - REQUIRED REGULATORY CLAUSES	54
Exhibit 5 - RESERVED	81
Exhibit 6 - BUSINESS DEVELOPMENT PROGRAM	82
Exhibit 7 - RESERVED	89
Exhibit 8 - RESERVED	90
Exhibit 9 - INSURANCE REQUIREMENTS.....	91
Exhibit 10 - COMPENSATION AND PAYMENT – PRICING AND SPECIAL CONDITIONS	94
Exhibit 11 - SCOPE OF WORK	98
Exhibit 12 – RESERVED	100
Exhibit 13 – INTELLECTUAL PROPERTY.....	101
Exhibit 14 – CONTRACT DATA REQUIREMENTS	107
Exhibit 15 – CONTRACTOR SAFETY AND SECURITY REQUIREMENTS.....	108
Exhibit 16 –RESERVED.....	109
Exhibit 17 - CONTRACTOR COMMITMENTS	110

CONTRACT FORM: CONTRACT FOR PURCHASE OF GOODS OR SERVICES

THIS CONTRACT for the purchase of **Axis Communications Camera and Equipment** ("Contract") is entered into as of the last date of signature below ("**Effective Date**") between Santa Clara Valley Transportation Authority, a California special district ("**VTA**") and **###ContractorLegalName###**, a **###entity's state and legal entity type###** ("**Contractor**"), referred to jointly as the "**Parties**" and individually as a "**Party**".

In consideration of the mutual covenants of the Parties as set out below, VTA and the Contractor hereby agree as follows:

1. Definitions and Interpretation

- (a) Unless the context otherwise requires, capitalized terms and acronyms used in this Contract have the meanings given in Part A of Exhibit 1 (Definitions and Interpretation).
- (b) Unless the context otherwise requires, the terms of this Contract will be interpreted in accordance with Part B of Exhibit 1 (Definitions and Interpretation).

2. Performance of the Services

- (a) The Contractor must furnish all technical and professional labor and materials required to perform the Services (including providing the goods and performing the work described in Exhibit 11 (Scope of Work)) in accordance with the time periods as set out in this Contract.
- (b) The Contractor must perform the Services:
 - i. in a satisfactory manner in accordance with this Contract; and
 - ii. with the degree of professional skill, judgment and care normally exercised by competent firms performing services of a similar nature to the Services.
- (c) The Contractor represents that it is sufficiently experienced, properly qualified, registered, licensed, equipped, organized, and financed to perform the Services.
- (d) In addition to other rights and remedies that VTA may have, VTA, at its option, may require the Contractor, at the Contractor's expense, to reperform any Services that fail to meet the above standards.
- (e) All materials must be "FOB Destination", prepaid and allowed, at no additional cost to VTA unless specified otherwise in the Scope of Work. For the purposes of this Section 2, "**Destination**" is defined as the VTA locations as specified in the Scope of Work or on any individual Purchase Orders associated with this Contract.
- (f) This is an indefinite delivery/indefinite quantity (IDIQ) contract. VTA will place orders with the Contractor as needed. A minimum discount percentage off the Manufacturer's Suggested Retail Price (MSRP) will be applied as set forth in the Scope of Work and/or Part A of Exhibit 10 (Compensation and Payment – Pricing and Special Conditions), which outlines the items that VTA is required to purchase. This is not an exclusive contract or a requirements contract, and it does not obligate VTA to fill all of its needs for the supply of Goods or other Services covered by the Contract through the Contractor. VTA is free to obtain these Goods and other Services from other sources to the extent it sees fit. VTA guarantees a minimum order, and the maximum quantities of Goods and other Services specified in this Contract are estimates only. These estimates are not representations to the Contractor that the estimated quantities will actually be required or ordered.
- (g) Goods and/or other Services to be provided under this Contract will be assigned through of a written order issued via email-by VTA authorized personnel for this project. The Contractor must deliver all Goods and/or other Services specified in this Contract.

- (h) Payments will be due to the Contractor under individual orders within the approved not-to-exceed value of the Contract and no payment will be made to the Contractor under this Contract without the prior issuance of a written order by VTA via email.
- (i) All orders are subject to the terms and conditions of this Contract through delivery and acceptance of the applicable Goods and/or other Services.
- (j) If VTA urgently requires delivery of any quantity of an item, VTA will cover freight charges for priority orders with written instructions from VTA-authorized personnel, such as overnight or next-day delivery., VTA may acquire the urgently required -goods from another source if the Contractor does not have stock available, which will not constitute a breach of this Contract.
- (k) Any order issued during the effective period of this Contract but not completed within that period must be completed by the Contractor within the time specified in the Contract. This Contract will govern the Contractor's and VTA's rights and obligations with respect to that order to the same extent as if the order were completed during the Contract's effective period.

3. Compensation

In consideration of the Contractor's satisfactory performance of this Contract, VTA will pay the Contractor in accordance with Exhibit 10 (Compensation and Payment – Pricing and Special Conditions).

4. Contract Components and Order of Precedence

- (a) The term "Contract" includes the sections, attachments, and Exhibits listed in Section 4(c), in each case as may be amended or supplemented from time to time in accordance with the terms of this Contract.
- (b) The sections, attachments, and Exhibits comprising this Contract are essential parts of the Contract between the Parties and are intended to be complementary and to describe and provide for the entirety of the Services.
- (c) Except as otherwise expressly provided in this Section 4, if there is any conflict, ambiguity, or inconsistency between the terms of this Contract, the order of precedence will be as follows, from highest (commencing with paragraph (4(c)i)) to lowest (ending with paragraph (4(c)vii)):
 - i. Exhibit 4 (Required Regulatory Clauses);
 - ii. this Contract Form and Exhibit 1 (Definitions and Interpretation);
 - iii. Exhibit 2 (Special Conditions); Exhibit 10 (Compensation and Payment – Pricing and Special Conditions); and Exhibit 13 (Intellectual Property);
 - iv. Exhibit 3 (General Conditions);
 - v. Exhibit 6 (Business Development Program); Exhibit 9 (Insurance Requirements);
 - vi. Exhibit 11 (Scope of Work); and Exhibit 14 (Contract Data Requirements) to Exhibit 15, and
 - vii. Exhibit 17 (Contractor Commitments).
 - viii. Exhibit 7, Exhibit 5, Exhibit 8, Exhibit 12, Exhibit 16 are Reserved.
- (d) If there is any conflict, ambiguity, or inconsistency between any of the provisions in this Contract having the same order of precedence (including all Exhibits), the more stringent requirement will prevail.
- (e) A Modification to this Contract will take precedence over the term it amends and with respect to the other terms of this Contract, will take its precedence from the term it amends in accordance with this Section 4.
- (f) Additional or supplemental details or requirements in a provision of this Contract with lower priority will be given effect, except to the extent that they irreconcilably conflict with any provision of this Contract with higher priority.

- (g) In the event of any discrepancy between any drawing and the dimensions written on such drawing, the dimensions will be taken as correct. Detail drawings will prevail over general drawings.
- (h) If the Contractor Commitments include statements, provisions, or concepts that can reasonably be interpreted as offering to:
 - i. provide higher quality Goods or materials than otherwise required by this Contract; or
 - ii. perform services or meet standards in addition to or better than otherwise required by this Contract,
 the Contractor's obligations under this Contract include compliance with all such statements, provisions, and concepts of those Contractor Commitments.
- (i) This Section 4 will not apply to provisions in this Contract that
 - i. are erroneous;
 - ii. create an imminent possibility of serious injury to workers or the public or of serious damage to property or the environment;
 - iii. affect the safe movement of trains;
 - iv. or are inconsistent with Applicable Law.
 The Contractor must use reasonable efforts to notify VTA of any such provisions. Such notice must include a request for VTA approval of changes to the provision that the Contractor believes are necessary to render it correct, safe and consistent with Applicable Law. If the Contractor commences or continues any Services affected by the change after the need for the change was known, or should have been known through the exercise of reasonable care, the Contractor will bear any additional costs and time associated with redoing the Services already performed.

5. Term and Time for Performance

- (a) The term of this Contract will commence on **December 14, 2026** and subject to GC-1.31 (Survival) will continue for until **December 13, 2031**, unless terminated earlier ("Term"). All orders placed under this Contract prior to its expiration will be governed by the terms and conditions of this Contract.

Initial Term: December 14, 2026 to June 30, 2027

Extension Term: July 1, 2027 to December 13, 2031

This Contract is funded by VTA budget appropriations for an Initial Term that expires at the end of VTA's current fiscal period on June 30, 2027. VTA's maximum obligation to Contractor cannot exceed **\$250,000.00** during this Initial Term. This Contract will terminate without penalty, liability or expense of any kind to VTA at the end of the Initial Term if sufficient funds have not been appropriated by its Board of Directors, the appropriation of which is at its discretion, for the Extension Term. Contractor's assumption of risk of possible non-appropriation for the Extension Term is part of the consideration for this Contract.

- (b) At VTA's sole option, VTA may extend this Contract by up to **two (1) year Options** (each individually an "**Option**"). VTA may unilaterally exercise these Options by the VTA Authorized Representative issuing written notice to the Contractor prior to the expiration of the Term, informing the Contractor of VTA's decision to exercise any Option.
- (c) The Contractor must commence the Services upon written instruction from VTA.

6. Business Development Program Requirements

- (a) The Contractor shall achieve its SBE commitment for the Services of: SBE commitment 0 percent (%) of the Total Contract Price (the "**SBE Commitment**").
- (b) Achievement of the SBE Commitment will be measured by the total amount paid for Services completed by firms identified as SBEs.

- (c) The Contractor must comply with the requirements of Exhibit 6 (Business Development Program).

7. Insurance

The Contractor must comply with Exhibit 9 (Insurance Requirements).

8. Authorized Representatives and Single Points of Contact

- (a) In accordance with GC-1.1.1 (Contractor Authorized Representative and Single Point of Contact) and GC-1.1.3 (Initial Designation, Changes, and Delegations) of the General Conditions, the Contractor's Authorized Representative and Single Point of Contact are identified below.

Contractor Authorized Representative:

Name/Title:

Company Name:

Address:

City/State/Zip:

Telephone

Email:

Authorized Alternate Name, Telephone, Email:

Contractor Single Point of Contact:

Name/Title:

Company Name:

Address:

City/State/Zip:

Telephone

Email:

Authorized Alternate Name, Telephone, Email:

- (b) In accordance with GC-1.1.2 (VTA Authorized Representative and Single Point of Contact) and GC-1.1.3 (Initial Designation, Changes, and Delegations) of the General Conditions, VTA's Authorized Representative and Single Point of Contact are identified below

VTA Authorized Representative:

Nicole Chapman, Chief Procurement Officer*

Santa Clara Valley Transportation Authority

3331 North First Street

San Jose, CA 95134

Procurement@vta.org, Attn: Chief Procurement Officer

*except as otherwise indicated in GC-1.1.2, (VTA Authorized Representative and Single Point of Contact)

VTA Single Point of Contact:

Ron Yoder, Sr. Communications Systems Analyst-Voice

Santa Clara Valley Transportation Authority

3331 North First Street

San Jose, CA 95134

Telephone: (408) 321-7125

Ron.Yoder@vta.org

9. Entire Contract

This Contract (including all Exhibits and all documents incorporated into this Contract by inclusion or by reference) constitutes the entire agreement between VTA and Contractor respecting the subject matter of this Contract and supersedes all other agreements, understandings and communications, oral or written, between the Parties with respect to the subject matter of this Contract.

10. Responsible Conduct

The Contractor must comply with VTA's Code of Ethics as set forth in Article VII of the VTA Administrative Code, as amended, and comport their conduct in accordance with Sec. 9-28 of the VTA Administrative Code, which provides that "contractors... shall at all times deal in good faith and truthfully with VTA, and that they shall submit documentation to VTA, including reports, claims, requests for change orders, equitable adjustments, contract modifications, or requests of any kind seeking increased compensation or decreases of an obligation on a VTA contract only in good faith, and upon an honest evaluation of the underlying circumstances and an honest calculation of any amount being sought." A violation of this standard of conduct will subject the Contractor to being deemed "non-responsible" pursuant to SCVTA Administrative Code, Chapter 9, Article III and potentially ineligible for future contracts with VTA, regardless of whether VTA relied on or responded to the submission. By entering into this Agreement, the Contractor certifies that they and their assigned staff have reviewed and understand VTA's Code of Ethics' standards and their standard of conduct will comport to its requirements.

11. Authorization and Execution

The Contractor represents, warrants, and covenants for the benefit of VTA that the Person executing this Contract on behalf of the Contractor has been duly authorized to execute and deliver each such document on behalf of the Contractor and this Contract has been duly executed and delivered by the Contractor.

IN WITNESS WHEREOF two identical counterparts of this instrument, each of which will for all purposes be deemed an original, have been duly executed by VTA and the Contractor respectively, on the dates set out below.

SIGNATORIES

INSERT NAME OF CONTRACTOR

**SANTA CLARA VALLEY
TRANSPORTATION AUTHORITY**

By: _____

By: _____

Name*: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to Form:

By: _____

Legal Counsel

*If the individual signing on behalf of the Contractor is not the Authorized Representative, provide documentation supporting the signature authority consistent with the requirements under GC-1.1.1 (Contractor Authorized Representative and Single Point of Contact).

EXHIBIT 1 - DEFINITIONS AND INTERPRETATION

Part A – Definitions

Part A-1 General Definitions

ADR: an alternative dispute resolution procedure described in GC-8.2 (Alternative Dispute Resolution).

Applicable Law: any federal, state, or local statute, law, regulation, ordinance, rule, standard, judgment, order, executive order, decree, directive, guideline, policy requirement, or other governmental restriction or any similar form of decision of or determination by, or any interpretation or administration of any of the foregoing by, any court or Government Entity, which is applicable to this Contract or the Work or any relevant Person, whether taking effect before or after the date of this Contract. An Applicable Law, when cited in this Contract, shall be as amended unless provided to the contrary. Applicable Law excludes Government Approvals, customs, duties, and tariffs.

Authorized Representative(s): the Person authorized to represent a Party and with the authority required or contemplated by GC-1.1 (Authorized Representatives and Single Points of Contact).

Change Notice: a notice delivered by VTA to the Contractor describing a proposed change to the Work and requesting the Contractor to submit a written response identifying any proposed adjustment in Total Contract Price.

Change Order: a written notice delivered by VTA, directing the Contractor to perform a change.

Claim: a notice of demand by the Contractor to VTA for a time extension; an adjustment or interpretation of Contract terms; relief from the performance of obligations; payment or money; or other legal, equitable, or contractual relief.

Confidential Information: is defined in GC-1.6 (Confidentiality/CPRA).

Conformed Contract: is defined in GC-1.3 (Conformed Contract).

Contract: this contract, including the Contract Form, all its Exhibits, Modifications, and any other attachments incorporated in this Contract by attachment or by reference, as described in Section 4 (Contract Components and Order of Precedence).

Contract End Date: the earlier of:

- (a) the date of termination; and
- (b) the expiry date.

Contract Form: the section of this Contract titled "Contract Form".

Contract Goal: is defined in Exhibit 6 (Business Development Program Requirements).

Contractor: is defined in the Contract Form.

Contractor-Related Entity: any or all of (as the context requires):

- (a) the Contractor;
- (b) the Subcontractors;
- (c) any other Person performing any of the Work for or on behalf of the Contractor;
- (d) any other Persons for whom the Contractor is legally or contractually responsible; and
- (e) the employees, agents, officers, directors, representatives, consultants, successors, and permitted assigns of any of the foregoing.

Contractor Commitment: the Contractor commitments under Exhibit 17 (Contractor Commitments), as may be modified in accordance with this Contract.

Contractor Submittal: any submittal, plan, drawing, deliverable, invoice, document, or report which the Contractor must submit to VTA in accordance with this Contract.

Day or day: unless otherwise stated, a calendar day.

Deliverable(s): 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.

Dispute: a dispute between the Parties as to the merits, amount, or remedy arising out of an issue in controversy, including a Contractor claim, a dispute, or disagreement as to the Parties' respective rights and obligations under this Contract or an asserted default, and any question regarding this Contract's existence, validity, or termination.

DRB: a dispute review board as described in GC-8.2.2 (Dispute Review Board) of the General Conditions.

Early Termination: termination before the expiry date.

Effective Date: the last date of signature of this Contract.

Final Acceptance: acceptance by VTA of this Contract as a whole after all Services have been fully and satisfactorily completed in accordance with the Contract.

Final Payment: the final progress payment payable after Final Acceptance in accordance with the terms of this Contract.

General Conditions: the general conditions applicable to this Contract as set out in Exhibit 3 (General Conditions) and references to GC- followed by a section number are to the relevant section of the General Conditions.

Good Industry Practice: the exercise of the degree of skill, diligence, prudence, and foresight which would reasonably and ordinarily be expected from time to time from a skilled and experienced contractor seeking in good faith to comply with its contractual obligations, complying with all Applicable Laws and Governmental Approvals, using accepted design, construction, or other standards and criteria applicable to the Work and normally used on similar projects in the State, and engaged in the same type of undertaking in the United States under similar circumstances and conditions, including any conditions affecting the Worksites.

Government Approval: any approval, authorization, certification, consent, decision, exemption, filing, lease, license, permit, bond requirement, registration, or ruling, issued or required by any Government Entity having subject matter jurisdiction by Applicable Law or consent of VTA, required for performance of the Work or a part of it.

Government Entity: any federal, state, or local government and any political subdivision or any governmental, quasi-governmental, judicial, public, or statutory instrumentality, administrative agency, authority, body, or entity, other than VTA.

Indemnitees: VTA, any Person expressly identified as an Indemnitee in this Contract, any public agencies within whose jurisdiction, on whose behalf, or on whose property the Work is being performed, any Person VTA is contractually obligated to identify in this Contract as an indemnitee, and each of their respective Board of Directors, Board of Supervisors Directors, Councils, individual board members, officers, agents, employees, and consultants, and **Indemnitee** means each or any of them.

Intellectual Property: 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.

Loss: any loss, damage, injury, liability, obligation, cost (including attorneys' fees on a full indemnity basis), response cost, expense, fee, charge, and judgment and, without limiting the foregoing and only to the extent not prohibited by law, any penalty or fine, whether direct, indirect, consequential, present, future, fixed, unascertained, actual, or contingent. Losses include injury to or death of Persons, damage or loss of property, and harm or damage to natural resources.

Modification: any written addition, deletion, adjustment or alteration, correction, or adjustment of any provision of this Contract (including with respect to time or cost), or any obligation of either Party under this Contract, whether pursuant to the unilateral issuance of a Change Order by VTA, or by a mutual written agreement signed by both Parties.

Municipality: a Government Entity that contracts with VTA by means of a cooperative agreement or other similar agreement or that otherwise has approval rights regarding the Project applicable to the work and/or services performed under this Contract including any Government Entities expressly listed as an Indemnatee under this Contract.

Notice to Proceed: an authorization notice from VTA to the Contractor specifying the date on which the Work is to commence.

Notice of Termination: is defined in GC-7.3 (Contractor's Duties Upon Termination).

Party: each of VTA and the Contractor (together the "**Parties**").

Person: any individual, firm, corporation, company, LLC, LLP, joint venture, voluntary association, partnership, trust or public or private organization, other legal entity, or a combination of any of the foregoing.

Project: the project that is the subject of this Contract and all other work products to be provided by the Contractor in accordance with this Contract.

Purchase Order: a written purchase order pursuant to which the Contractor is required to supply goods (and in some cases, services) at the prices and in the quantities stated in the purchase order.

Reference Document: all written information provided to the Contractor or any Contractor-Related Entity by VTA or any of its VTA Contractors not expressly incorporated into this Contract including:

- (a) information provided to the Contractor prior to the date of this Contract, including: (i) the solicitation and its contents; and (ii) the documents listed in Appendix B (Reference Documents) of the solicitation and any other information provided to proposers in accordance with Section 2.14 (Reference Documents and Diligence) of the solicitation; and
- (b) information that is described or listed as a Reference Document (or part of a Reference Document) in this Contract or that is indicated as "reference" specifications, drawings, documents, or information or otherwise clearly marked as "For Information Only" or "Not for Construction".

RFI: is defined in GC-1.5 (Information Sharing).

Required Flowdown Provisions: the provisions of this Contract that are required to be included in each Subcontract in accordance with GC-2.1 (Subcontractors) as set out in Part B (Required Flowdown Provisions) of Exhibit 12 (Subcontracting).

SBE Commitment: is defined in Section 6(a) (Business Development Program Requirements).

Single Point(s) of Contact: the Person designated to act as the single point of contact on behalf of a Party and with the responsibilities required or contemplated by GC-1.1 (Authorized Representatives and Single Points of Contact).

Special Conditions: the special conditions applicable to this Contract as set out in Exhibit 2 (Special Conditions).

Subcontract: any contract, including contracts of any tier, to furnish work, services, goods, or equipment (construction or otherwise) between the Contractor and any Subcontractor or between Subcontractors, at any tier.

Subcontractor: any Person, other than employees of the Contractor or Subcontractor, that enters into contract with the Contractor or any other Subcontractor to furnish work, services, goods, or equipment (construction or otherwise), at any tier, including suppliers and subconsultants. Subcontractor includes any affiliates of the Contractor furnishing work, services, goods, or equipment (construction or otherwise) to the Contractor for the purposes of the Project.

Suspension Order: is defined in GC-3.3 (Suspension of Work).

Task Order: a written task order authorizing the Contractor to perform specific Work over a specific time period under the Contract.

Term: is defined in Section 5(c) (Term and Time for Performance) of the Contract Form.

Third Party: a Government Entity (including a Municipality), Utility Owner, railroad, authority having jurisdiction, or other Person that contracts with VTA by means of a cooperative agreement, utility services agreement, or other similar agreement or that otherwise has approval rights with respect to a Contractor Submittal or otherwise regarding the design, construction, supply, reconstruction, rearrangement, or improvement of facilities owned or controlled by the Third Party, to facilitate the Project. This definition is not applicable where the term "third party" appears in lower case, in which case Section (q) (Interpretation) of Part B of this Exhibit 1 (Definitions and Interpretation) will apply.

Third Party Requirements: any and all requirements of a Third Party applicable to the performance of the Work, as set out in this Contract or otherwise notified to the Contractor in accordance with this Contract.

Total Contract Price: the total compensation payable to the Contractor under this Contract for the completion of the Work which may be adjusted in accordance with this Contract.

Utility: a facility, or system (including municipal or government lines, facilities, and systems) for transmitting or distributing communications, cable television, power, electricity, gas, oil, crude products, water, steam, waste, or any other similar item, including any fire or police signal system as well as streetlights associated with any publicly-owned roadways, including any utility owners expressly listed as an Indemnatee under this Contract.

Utility Owner: a public or private owner of a Utility facility, or system, including any utility owners expressly listed as an Indemnatee under this Contract.

VTA or **SCVTA**: Santa Clara Valley Transportation Authority.

VTA Contract: any contract between VTA and a VTA Contractor or between a VTA Contractor and its subcontractors, at any tier.

VTA Contractor: any contractor, consultant, tradesperson, supplier, or other person engaged or authorized by VTA to do work on or about the Worksite but excluding the Contractor and the Subcontractors.

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

VTA Operations: (a) operation and maintenance of existing VTA facilities, services, and equipment; or (b) the department within VTA that operates and maintains VTA's existing facilities, services, and equipment, as the context requires.

Work: the work to be performed as specified in this Contract.

Working Day or **working day**: unless otherwise stated, any day that is not a Saturday, Sunday, or a recognized holiday as described in SC-3 (Recognized Holidays) of the Special Conditions (or, if no recognized holidays are listed, a holiday recognized by the federal government or the State of California).

Worksite: the site(s) upon which the Work will be performed or an area to be occupied by the Work and all adjacent and other related areas occupied or used by the Contractor or its Subcontractors. For maintenance contracts, this

includes storage areas, buildings, staging areas, and areas for the production, procurement, storage, and disposal of materials and related equipment. The use of the word "job site" or "site" in this Contract is synonymous with "Worksite."

Work Zone: a defined section of track (identified by flags, signs, cones, or something similar) where protection from trains and other on-track equipment is provided.

Part A-2 Goods and Services Definitions

Goods: the goods and materials to be supplied by the Contractor to VTA under this Contract, as described in Exhibit 11 (Scope of Work).

Option: is defined in Section 0 (Term and Time for Performance) of the Contract Form.

Services: the services described in Exhibit 11 (Scope of Work), which includes the supply of all required Goods and all other work, services, and obligations of the Contractor under this Contract and **Work** shall have the same meaning.

Part B – Interpretation

In this Contract unless otherwise expressly stated:

- (a) the singular includes the plural and vice versa;
- (b) references to any Applicable Law include all statutory or regulatory provisions consolidating, amending, or replacing the Applicable Law referred to;
- (c) the word "including", "includes", and "include" will be deemed to be followed by the words "without limitation";
- (d) references to Articles, Sections, sections, subsections, clauses, forms, paragraphs, sub-paragraphs, Exhibits, or attachments are to the Articles, Sections, sections, subsections, clauses, forms, paragraphs, sub-paragraphs, Exhibits, or attachments in or attached to this Contract;
- (e) words not otherwise defined which have well-known technical or construction industry meanings, are used in accordance with such recognized meanings;
- (f) references to Persons include their permitted successors and assigns and, in the case of a Government Entity, entities succeeding to their respective functions and capacities;
- (g) words of any gender will include each other gender where appropriate;
- (h) this Contract will be read as a whole, and lists contained in this Contract defining the Services will not be deemed all-inclusive;
- (i) the word "or" is not exclusive;
- (j) all "notices", "requests", "directives", and other communications are required to be in writing, and all references to "notices", "requests", "directives", and other communications, by whatever term used, will be deemed to be followed by the words "in writing" or preceded by the word "written" and delivered in accordance with the terms of this Contract;
- (k) references to the Contractor "submitting", "providing", "delivering" or "furnishing" or being required to "submit", "provide", "deliver" or "furnish" a notice, Contractor Submittal, or other communication or information, will be deemed to be a reference to delivery of that notice, notice, Contractor Submittal or other communication or information to VTA in accordance with the terms of this Contract;
- (l) references to this Contract or any other contract, instrument, or document is to this Contract or such other contract, instrument, or document as amended or supplemented from time to time;
- (m) references to this Contract or any other contract includes all exhibits, schedules, forms, exhibits, addenda, attachments, or other documents attached to or otherwise expressly incorporated in this Contract or any such other contract (as applicable);
- (n) an obligation to do something "promptly" means an obligation to do so as soon as the circumstances permit, avoiding any delay;
- (o) "shall" when stated is to be considered mandatory and will be interpreted to mean "must" or "will";
- (p) in the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including" and the words "to" and "until" mean "to and including"; and
- (q) references to "third party" appearing in lower case will mean a Person that is not a Party to this Contract.

EXHIBIT 2 - SPECIAL CONDITIONS

The Special Conditions modify the General Conditions as follows:

SC-1.16.8 Authorized reseller – Original Equipment Manufacturer

The original equipment manufacturer must be Axis Communications.

SC-1.34 Organizational Conflicts of Interest

In accordance with the Scope of Work, the Contractor's duties and services under the Contract will not include preparing or assisting VTA with any portion of VTA's preparation of an invitation for bid, request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with VTA. VTA will at all times retain responsibility for public contracting, including with respect to any subsequent phase of this Project. The Contractor's participation in the planning, discussions, drawing of project plans or specifications, or conducting independent studies shall be limited to conceptual, preliminary, or initial plans or specifications. The Contractor shall cooperate with VTA to ensure that all offerors for a subsequent contract on any subsequent phase of this Project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by the Contractor pursuant to this Contract.

EXHIBIT 3 - GENERAL CONDITIONS

GC - TABLE OF CONTENTS

GC-1	GENERAL PROVISIONS	20
1.1	Authorized Representatives and Single Points of Contact	20
1.2	Notices and Communications	21
1.3	Conformed Contract	22
1.4	Reference Documents.....	22
1.5	Information Sharing and Reporting	22
1.6	Confidentiality/CPRA	22
1.7	Assignment and Delegation.....	23
1.8	Independent Contractor	24
1.9	Intellectual Property	24
1.10	Ownership of Work and Material	24
1.11	Title and Risk of Loss.....	24
1.12	VTA Property	24
1.13	Cyber Security Incident Notification Requirement	25
1.14	Remote Access	25
1.15	VTA Physical Safety and Security Practices Compliance.....	25
1.16	Representations and Warranties	25
1.17	No Relief from Obligations	26
1.18	Interface/Coordination with other VTA Contractors.....	27
1.19	Third Parties	27
1.20	Compliance with Applicable Law	27
1.21	Governing Law.....	27
1.22	Prohibited Interests	28
1.23	Ethics Hotline	28
1.24	Antitrust Claims	28
1.25	Waiver and Nonwaiver.....	28
1.26	Severability.....	28
1.27	No Personal Liability.....	28
1.28	Amendments.....	29
1.29	Counterparts; Electronic Signatures	29
1.30	Joint and Several Liability	29
1.31	Survival	29
1.32	No Exclusion	29
1.33	No Double Recovery	29
1.34	Organizational Conflicts of Interest.....	29

1.35	Successors and Assigns	30
1.36	Limitation on Third Party Beneficiaries	30
1.37	Integration	30
1.38	Bankruptcy/Insolvency	30
1.39	Preparation.....	30
GC-2	Subcontractors and Personnel.....	31
2.1	Subcontractors	31
2.2	Personnel	32
2.3	Qualifications, Licensing, and Professional Skill	32
GC-3	Contract Time	33
3.1	Diligent Prosecution of Services	33
3.2	Time is of the Essence; Liquidated Damages for Delay	33
3.3	Suspension of Work	34
3.4	Force Majeure.....	34
GC-4	Changes	36
4.1	Bilateral Modification	36
4.2	Change Order	36
GC-5	Payment.....	37
5.1	Prompt Payment	37
5.2	Special Withholding	37
5.3	Final Payment.....	38
5.4	Taxes	38
GC-6	Indemnity and Defense of Claims	39
6.1	Indemnify and Hold Harmless.....	39
6.2	Limitation on Indemnity.....	39
6.3	Claims by Employees	39
6.4	Indemnities under Third Party Agreements.....	39
6.5	Duty to Defend	40
GC-7	Termination	41
7.1	Termination for Convenience	41
7.2	Termination for Default.....	41
7.3	Contractor's Duties Upon Termination.....	43
7.4	VTAs Right to Complete the Work	44
7.5	No Damages or Anticipatory Profit.....	44
7.6	Remedies Not Exclusive.....	45
GC-8	Dispute Resolution	46
8.1	General	46
8.2	Alternative Dispute Resolution	46
8.3	Performance during Dispute.....	49

GC-9	Audits and Records.....	50
9.1	Project Records.....	50
9.2	Audit.....	50
9.3	Escrow Bid Documents	50
GC-10	Reserved	52
GC-11	Reserved	53

GC-1 GENERAL PROVISIONS

1.1 Authorized Representatives and Single Points of Contact

1.1.1 Contractor Authorized Representative and Single Point of Contact

- (a) The Contractor must designate an Authorized Representative, who has full authority to act on the Contractor's behalf in all matters within the scope of this Contract during performance of this Contract including full authority to sign and deliver notices to VTA and to authorize Changes to the scope and terms and conditions of this Contract.
- (b) Any designation of an Authorized Representative by the Contractor and any request to change a designation must be supported by documentation demonstrating, to VTA's satisfaction, the Authorized Representative's authority to act on behalf of the Contractor in accordance with this GC-1.1.1, including a corporate resolution or an equivalent document. When the Contractor is comprised of two or more persons, firms, partnerships, or corporations functioning on a joint venture basis, the Contractor must submit an the operating agreement or equivalent document of the joint venture that provides that the designated Authorized Representative has the authority to represent and act for the joint venture.
- (c) The Contractor must designate a fully-empowered and properly qualified Single Point of Contract responsible for organizing and supervising the Work and the Work of any Subcontractors, to complete the Work in accordance with this Contract and for coordinating and communicating with VTA staff in the performance of the Work and responding promptly to VTA requests and directions. If GC-10 (Public Works/Construction Supplemental General Terms) applies to this Contract and is not marked 'Reserved', the Contractor's Single Point of Contact must be present at the Worksite while Work is in progress. If the Single Point of Contact is not available to supervise the work or, where required, to be present at the Worksite, the Single Point of Contact must have in place a written delegation to a fully-empowered and properly qualified delegate who must be available to fully perform the role of the Single Point of Contact including, where required, being present at the Worksite. If the Single Point of Contact is not available or, where required, present at the Worksite and has failed to nominate a delegate, VTA shall be entitled to communicate with and give directions to the superintendent, foreperson, or other supervisor available and present as if that person had been nominated as a fully-empowered delegate of the Single Point of Contact.
- (d) The Contractor's Single Point of Contact may be the same individual or a different individual to the individual designated as the Contractor's Authorized Representative provided that if the Contractor's Single Point of Contact is a different individual to the individual designated as the Contractor's Authorized Representative, the Contractor's Authorized Representative must be an individual with authority over the Contractor's Single Point of Contact. If this Contract requires that the Contractor nominate a Project Manager or equivalent role, then that Project Manager or equivalent role shall serve as the Single Point of Contact.
- (e) Any designation of a Single Point of Contact by the Contractor and any request to change a designation must be supported by documentation demonstrating, to VTA's satisfaction, the Single Point of Contact's qualifications and capacity to perform the role, including demonstrating that the Single Point of Contact satisfies any minimum qualifications and experience specified in this Contract.

1.1.2 VTA Authorized Representative and Single Point of Contact

- (a) VTA's Authorized Representative has the authority and responsibility to exercise any and all such powers, rights, and privilege that have been lawfully delegated to them by VTA in all matters relating to this Contract. The authority of VTA's Authorized Representative to enter into contracts and formal modifications is governed by VTA's Administrative Code, Chapter 9, which is incorporated into this Contract by reference. VTA's Authorized Representative may delegate specifically-defined authority and responsibilities to any other representative as set out in this Contract or in a written delegation.

- (b) VTA's Single Point of Contact will be responsible for communicating all matters relating to the execution of Work within the scope of this Contract and will be the Single Point of Contact in communicating with the Contractor with respect to the quality or acceptability of the Work; the manner of performance and rate of progress of the Work; the interpretation of plans and specifications; the acceptable fulfillment of this Contract on the part of the Contractor; and compensation for Work performed.
- (c) The exercise of discretions, issuance of notices, execution and issuance of Change Orders and other Modifications, and the exercise of any other actions and rights of VTA under this Contract may be subject to Board or other approvals being obtained. Nothing in this Contract shall be construed to bind VTA for acts of any VTA employee or any other Person, or for the acts of the VTA Authorized Representative or Single Point of Contact that exceed the authority delegated to them under the VTA Administrative Code, a VTA Board policy or action, this Contract, or in any other written delegation.

1.1.3 Initial Designation, Changes, and Delegations

- (a) The initial designation of each Party's Authorized Representative and Single Point of Contact is as described in the Contract Form.
- (b) Written notification to the other Party must be provided, in advance, of changes in the name or address or the scope of authority vested in each Party's Authorized Representative or Single Point of Contact. Any change to the Contractor Authorized Representative must be accompanied by the supporting documentation required under GC-1.1.1(b) (Contractor Authorized Representative). Any change to the Contractor Single Point of Contact must be accompanied by the supporting documentation required under GC-1.1.2 (Contractor Single Point of Contact).
- (c) If, within their authority to do so, the Contractor Authorized Representative may, from time to time, delegate to other named individuals specifically-defined authority and responsibilities. The names of such individuals, the scope of their authority and responsibility, and the designation of their titles shall be communicated to VTA in writing.

1.2 Notices and Communications

- (a) Except as provided in this Contract, all orders and directions by VTA shall be given in writing in accordance with this GC-1.2. Those not so given are invalid and not binding and shall not be relied on by the Contractor. Emergency conditions dealing with safety of persons and protection of property are excepted and such oral directions will be confirmed in writing as soon as possible, but shall be immediately complied with by the Contractor.
- (b) All notices and other communications concerning this Contract must be written in English, must include the number assigned to this Contract by VTA, must follow VTA's correspondence format and reference system as notified to the Contractor, and must otherwise comply with any additional Contract requirements applicable to the notice in question. Notices and other communications may be delivered by private package delivery, by regular, certified, or registered mail, or by any electronic means acceptable to VTA or as expressly permitted under this Contract.
- (c) Unless provided otherwise in this Contract, a notice from the Contractor to VTA will be effective only if it is signed by the Contractor's Authorized Representative and delivered to VTA's Authorized Representative, with a copy to VTA's Single Point of Contact.
- (d) A notice from VTA to the Contractor will be considered effective and delivered if it is delivered to the Contractor's Authorized Representative, with a copy to the Contractor's Single Point of Contact, using the contact details set out in the Contract Form or otherwise notified to the Contractor under GC-1.1.3 (Initial Designation, Changes, and Delegations).
- (e) In the case of a notice delivered by the Contractor that is prescribed by Applicable Law or delivered under GC-8 (Dispute Resolution) or, if GC-10 (Public Works/Construction Supplemental General Terms) applies to this Contract and is not marked 'Reserved', GC-10.33 (Claims), the notice must be delivered as prescribed under Applicable Law or if not prescribed by Applicable Law, by certified or registered mail to:

**Board of Directors, c/o Office of the Board Secretary
3331 N. First Street, Building B
San Jose, CA 95134**

and with a copy to VTA's Authorized Representative and Single Point of Contact.

1.3 Conformed Contract

VTA will furnish to Contractor, upon request, a complete Contract as executed, including all the sections, Exhibits, and attachments listed in the Contract Form ("**Conformed Contract**"), in electronic pdf format. The Contractor is responsible for making available to its Subcontractors all documents required to complete their portion of the Work.

1.4 Reference Documents

- (a) The Reference Documents are not a part of this Contract, but are provided for the purposes of information only and must not be interpreted otherwise.
- (b) VTA makes no representations or warranties with respect to the reliability, relevance, accuracy, completeness, or fitness for any purpose of any of the Reference Documents and subject to GC-1.32 (No Exclusion), will not be responsible or liable to the Contractor for any Loss or cause of action whatsoever suffered by the Contractor by reason of any use of information contained in or any action or forbearance in reliance on, a Reference Document.
- (c) Except where a risk is expressly allocated to VTA under this Contract, if the Contractor intends to use or uses information contained in any Reference Document, it will use the information at its own risk. The Contractor is solely responsible for determining which information is sufficiently reliable, relevant, accurate, complete, and fit for the Contractor to use for the Contractor's intended purpose.
- (d) The Reference Documents are subject to revision at any time but VTA is under no obligation to notify the Contractor of any such revisions.
- (e) Subject to GC-1.32 (No Exclusion) and except to the extent that this Contract includes an express obligation for VTA to deliver certain information to the Contractor, VTA will not have any liability to the Contractor with respect to any failure to make available to the Contractor any materials, documents, drawings, plans, or other information relating to the Project or the Work.

1.5 Information Sharing and Reporting

- (a) Without limiting the generality of GC-9 (Audits and Records) and the Contractor's express obligations under the Technical Specifications, VTA may by notice submit a request for additional information to the Contractor with respect to any part of this Contract or the Work, including back-up or supporting documentation or information in the form of interim or draft Contractor Submittals or invoices prepared by the Contractor prior to formal submittal under this Contract. Upon delivery of any request for additional information under this GC-1.5, the Contractor must provide to VTA the information requested promptly and in any case within 10 days of delivery of the request (or such longer period as the Parties may agree to having regard to the quantum of information requested).
- (b) Without limiting any express reporting requirements set out under this Contract, the Contractor must prepare and submit to VTA quarterly (or at such frequency defined in the Special Conditions) progress reports including, at a minimum, the following elements:
 - (i) Contract status (reporting on the progress of Work, cost, and schedule);
 - (ii) Subcontractors (identifying any that commenced work, completed work and/or were added or removed in accordance with this Contract); and
 - (iii) Contract look-forward (anticipated progress over the next quarter).

1.6 Confidentiality/CPRA

1.6.1 Contractor's Duty of Confidentiality

- (a) Except as set forth in this paragraph, the Contractor must not disclose to third parties any information, data, or materials that 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 the Contractor in the performance of this Contract (“**Confidential Information**”). In addition, the Contractor must not disclose or use any Confidential Information for any purpose other than the performance of the Work. Notwithstanding the foregoing, the Contractor may disclose Confidential Information to third parties or use such information for purposes other than performance of the Work, if:
 - (i) VTA provides express written consent for such use or disclosure;
 - (ii) the information is known to the Contractor prior to obtaining such information from VTA or performing Work under this Contract;
 - (iii) the information is, at the time of disclosure by Contractor, then in the public domain;
 - (iv) 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, the Contractor may disclose Confidential Information if required to do so by court order. However, upon receipt of an order requiring such disclosure, the Contractor must inform VTA as soon as practicable in order to allow VTA to challenge the order if it determines that a challenge is appropriate.

- (b) For purposes of this Section, “third parties” do not include those Contractor-Related Entities who are engaged in the performance of the Work and who: (i) require direct access to the Confidential Information to perform the Work and (ii) are informed by the Contractor of the confidential nature of the information and the terms of this GC-1.6.1. The Contractor must ensure compliance with this GC-1.6.1 by all other Contractor-Related Entities. Upon request by VTA, the Contractor shall provide acknowledgements or other evidence demonstrating that all other Contractor-Related Entities that have been given access to Confidential Information have been informed of and have acknowledged, the terms of this GC-1.6.1.
- (c) Any breach of this GC-1.6.1 will constitute a breach of this Contract and will subject the Contractor, regardless of whether the person responsible for the breach is the Contractor or another Contractor-Related Entity, to damages in accordance with this Contract and any other remedies available to VTA at law or equity. The Contractor indemnifies, defends, and holds harmless VTA in the event that litigation must be filed to recover and protect any improperly disclosed documents as a result of violation of this GC-1.6.1 by the Contractor.

1.6.2 Publicity Releases

The Contractor must not make any publicity releases or releases of reports, papers, articles, maps, or other documents in any way concerning this Contract or the Work under this Contract without the prior approval by VTA. The Contractor must ensure compliance with this GC-1.6.2 by all of other Contractor-Related Entities.

1.6.3 California Public Records Act

The Contractor acknowledges and agrees that Article 8.0 (California Public Records Act) of Exhibit 4, Required Regulatory Clauses, Part 2 (Required Local/State Terms) will apply and the Contractor must comply with all obligations under such provisions.

1.7 Assignment and Delegation

- (a) The Contractor must not assign any of its rights or delegate any of its responsibilities under this Contract, in whole or in part, without the prior written consent of VTA. Any assignment, transfer, change, or subcontract in violation of this Contract will be void.
- (b) Any ownership changes to the Contractor’s organization must be notified in writing to VTA as soon as practicable , but not later than 5 Working Days after the ownership change is available to be shared with VTA. For the purposes of this Contract, an "ownership change" means: (i) in the case of a joint venture, the addition or removal of a venturer, partner, or member of the joint venture; (ii) any equity transfer, transfer of an interest, direct or indirect, in the Contractor, or other action, that

results, directly or indirectly, in a change in possession of the power to direct or control or cause the direction or control of the management of the Contractor or a material aspect of its business, and (iii) any other arrangements that have or may have or which result in the same effect as clause (i) or (ii).

- (c) An ownership change to the Contractor's organization will constitute a Default for the purposes of GC-7.2 (Termination for Default) if: (i) the ownership change is made without the prior written consent of VTA and would be reasonably likely to have a material adverse effect on the Contractor's ability to perform its obligations under this Contract with respect to the Work, (ii) the ownership change would create an organizational conflict of interest under GC-1.34 (Organizational Conflict of Interest), (iii) the ownership change would result in a prohibited interest under GC-1.22 (Prohibited Interests), or (iv) the ownership change would create a violation of VTA's Code of Ethics as set forth in Article VII of the VTA Administrative Code.

1.8 Independent Contractor

The Contractor will act as an independent contractor and not as the agent, partner, or employee of VTA in performing the Contract, maintaining complete control over the Contractor's employees and Subcontractors. The Contractor must perform all Work in accordance with its own methods subject to compliance with this Contract.

1.9 Intellectual Property

The Contractor acknowledges and agrees to the terms of Exhibit 13 (Intellectual Property) and will comply with its obligations under Exhibit 13 (Intellectual Property).

1.10 Ownership of Work and Material

Subject to Exhibit 13 (Intellectual Property):

- (a) VTA will own all materials, work in progress, and finished goods produced by the Contractor pursuant to this Contract, for which progress payments have been made and which have been satisfactorily delivered to a designated area. Such ownership will be free of all encumbrances, or, if it is not, VTA may obtain a priority lien secured pursuant to appropriate sections of the Uniform Commercial Code and other Applicable Law to secure its title rights. Nevertheless, the Contractor must be responsible for risk of loss for those items of Work for which the Contractor has care, custody, and control, until Final Acceptance.
- (b) Unless otherwise provided in this Contract, the Contractor must provide and pay for materials, equipment, tools, utilities, transportation, and other facilities and services (including all taxes thereon) necessary for the performance of the Work.

1.11 Title and Risk of Loss

Unless otherwise provided in this Contract, title to the Work and risk of loss will pass to VTA upon Final Acceptance of the Work, and the Contractor must furnish or execute all necessary documents of title at that time.

1.12 VTA Property

The Contractor agrees that any documentation and equipment or material, including drawings, patterns, and specifications, supplied or paid for by VTA will be and remain VTA's property and will be held by the Contractor for VTA unless directed otherwise by VTA. The Contractor will account for such items and keep them in good working condition and fully covered by insurance at all times without expense to VTA. Subject to GC-10.19 (VTA Furnished Materials), if GC-10 (Public Works/Construction Supplemental General Terms) applies to this Contract and is not marked 'Reserved', any documentation, equipment, or material supplied or paid for by VTA must be returned to VTA in good working condition prior to Final Payment or upon request by VTA.

1.13 Cyber Security Incident Notification Requirement

- (a) In the event of a Cyber Security Incident (defined below), which is reasonably likely to affect VTA, the Contractor must:
 - (i) within 24 hours of discovering the Cyber Security Incident, notify VTA in writing and provide information about the Cyber Security Incident by sending an email to Cyber.security@vta.org and by phone (408) 546-7401.
 - (ii) if VTA was impacted, within 72 hours, provide details including the nature of the information compromised and the steps being taken to mitigate the Cyber Security Incident; a copy of any communications with law enforcement and/or federal agencies, including a copy of any police report. Report details should include:
 - (A) Affected system/facilities, including location.
 - (B) Description of the threat, the earliest date, notifications, actions taken, and any information available, including the source.
 - (C) Description of potential impact on operations systems or data theft.
 - (D) Description of incident responses and plan.
 - (E) If the information is not available at the time of reporting, a follow-up is required.

For purposes of this GC-1.13 a “Cyber Security Incident” is the loss or unauthorized destruction, alteration, disclosure of, access to, or control of, any information technology systems, operational technology systems, networks, internet, or cloud enabled applications or devices and the data contained within such systems. This definition includes an event that is under investigation or evaluation by the owner or operator as a possible cybersecurity incident without final determination of the event’s root cause or nature (such as malicious, suspicious, or benign). A Cyber Security Incident is also considered any cyber incident, regardless of cause, including, but not limited to, a compromise of a cloud service provider, managed service provider, or other third-party data hosting provider; a supply chain compromise; a denial-of-service attack; a ransomware attack; or exploitation of a zero-day vulnerability.

- (b) The requirements of this GC-1.13 apply to the Contractor and its Subcontractors. The Contractor must ensure compliance with this GC-1.13 by all of its Subcontractors.

1.14 Remote Access

Upon request, VTA will provide the Contractor with the right to establish a remote connection to VTA's computer(s) for the limited purpose of, and only to the extent necessary for, performing the Work. The Contractor must comply with VTA's IT policies when establishing remote connections to ensure that VTA data and security are not compromised.

1.15 VTA Physical Safety and Security Practices Compliance

The Contractor must comply and ensure its subcontractors comply with:

- (a) all safety and security requirements under this Contract, including all documents furnished by VTA in Exhibit 15 (Contractor Safety and Security Requirements);
- (b) VTA’s policies on physical security in accordance with VTA Policy 150.001, Agency Badge Identification Program, and VTA Policy 150.008, “Facility Access and Parking Control”. A copy of Policy 150.001 and 150.008 will be furnished by VTA to the Contractor upon request or otherwise available to the Contractor; and
- (c) any requirements under Applicable Law.

1.16 Representations and Warranties

The Contractor represents, warrants, and covenants for the benefit of VTA that:

1.16.1 Status

If the Contractor is a corporation, limited partnership, general partnership, or joint venture, it is duly organized, validly existing and in good standing under the laws of its jurisdiction of formation, has full power

and authority to own and operate its business and properties and perform the Work, and is qualified to do business within the state of California.

1.16.2 Contractor and Subcontractor qualifications

The Contractor and all of its Subcontractors are and will remain, fully experienced and properly qualified to perform the Work and are, and will remain, properly licensed, equipped, organized, and financed to perform the Work, and will perform the Work in accordance with this Contract and in accordance with professional standards of skill, care, and diligence adhered to under Good Industry Practice.

1.16.3 Enforceability

This Contract constitutes a legal, valid, and binding obligation of the Contractor, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, and similar laws affecting the enforceability of the rights of creditors generally and the general principles of equity.

1.16.4 No contravention

The execution, delivery, and performance by the Contractor of this Contract does not conflict with or result in a default under or a violation of:

- (a) the Contractor's organizational documents;
- (b) any other material agreement or instrument to which the Contractor is a party or which is binding on the Contractor or any of its assets; or
- (c) any Applicable Law.

1.16.5 Legal proceedings

There are no existing or threatened legal proceedings against the Contractor that would have an adverse effect on its ability to perform its obligations under this Contract, its financial condition, or its operations.

1.16.6 No Contractor Default

No Contractor default has occurred and is continuing.

1.16.7 Government Approvals and Applicable Law

Prior to entering into this Contract, the Contractor familiarized itself with the requirements of all Applicable Law and the requirements for applicable Government Approvals and based upon its review of this Contract, the Contractor will be able to obtain and keep in effect throughout the Term all Government Approvals the Contractor is obligated to obtain to perform the Work in accordance with this Contract.

1.16.8 Authorized reseller

To the extent that equipment is being provided under this Contract, the Contractor represents and warrants that the Contractor is an authorized reseller of the original equipment manufacturer (OEM) who has the right and license to sell and distribute the goods and/or services to VTA as an end user under this Contract. Contractor must source the OEM goods and/or services called for hereunder only through authorized OEM distribution partners. As evidence of this authorized reseller status, Contractor represents and warrants that the manufacturer's authorization form letter provided by Contractor to VTA is authentic and can be relied upon by VTA. The Contractor must maintain the authorized reseller status throughout the term of the Contract.

1.17 No Relief from Obligations

- (a) Neither the exercise of, nor the failure to exercise, the rights of VTA under this Contract, including the right to review and comment on, approve, accept, or reject the Contractor Submittal or other Work or to provide (or withhold) any other consent, approval, comment, assent, or notice in relation to the Work, participate in meetings, attend tests, or inspect, monitor, or audit the Work, will:
 - (i) relieve the Contractor from, or diminish, alter, or affect, the Contractor's liabilities, obligations, obligations to provide indemnities, or responsibilities whether under this Contract or otherwise according to Applicable Law;

- (ii) constitute acceptance by VTA that the Work satisfies the requirements of this Contract or under Applicable Law;
 - (iii) prevent VTA from subsequently asserting that the Contractor has not fulfilled its obligations whether under this Contract or otherwise according to Applicable Law; or
 - (iv) act as a waiver of contractual, legal, or equitable rights of VTA, and VTA may reject or accept any Work, request changes, or identify additional Work, whether or not the previous exercise of any VTA rights under this Contract were by VTA, its Authorized Representatives, or any other Persons.
- (b) Without limiting GC-1.10(a), VTA does not assume or owe any duty of care to the Contractor to review, or if it does so review, in reviewing, any Contractor Submittal or other Work for errors, omissions, or compliance with this Contract.

1.18 Interface/Coordination with other VTA Contractors

The Contractor must coordinate its Work with all other contractors and subcontractors performing Work on the Worksite. The Contractor must schedule its Work to avoid conflicts with other contractors and to avoid damage to completed or incomplete Work. The Contractor will be responsible for any damage to the Work of other contractors or subcontractors if the Contractor's actions resulted in such damage and are (a) willful or (b) negligent and the proximate cause. The Contractor must take immediate action to remedy such damage so as to not delay the immediate prosecution of the Work. Third Parties

The Contractor shall comply with and perform any applicable Third Party Requirements and otherwise comply with any of its obligations under this Contract to coordinate with applicable Third Parties and to manage, coordinate, and/or otherwise actively participate in any required reviews of Contractor Submittals by applicable Third Parties.

1.19 Compliance with Applicable Law

1.19.1 Applicable Law

This Contract incorporates provisions required by the laws of the State of California and the federal government. The Contractor is responsible to determine the applicability of State of California and federal laws, rules, and regulations to the Work.

1.19.2 Compliance with Laws and Regulations

- (a) The Contractor must at all times in performing the Work comply with all Applicable Law and the terms of all Government Approvals.
- (b) The Contractor must perform its obligations and (where relevant) must require each Subcontractor to perform their respective obligations under this Contract and the Subcontracts in accordance with Exhibit 4 (Required Regulatory Clauses). If this Contract will be funded with federal assistance, the Contractor must comply with applicable FTA, FHWA, or other USDOT requirements, as applicable.
- (c) The Contractor must comply with changes to Applicable Law, and with any changed conditions of any Government Approval, that occur at any time prior to Final Acceptance of the Work by VTA, including changes prior to execution of this Contract. Subject to any Contractor entitlement to relief under this Contract, the Contractor must comply with the terms of this Section at its sole cost and expense, regardless of whether such compliance would require additional Work, construction equipment, or goods not expressly described in this Contract.

1.20 Governing Law

1.20.1 Applicable Law and Jurisdiction

The laws of the State of California will govern the terms and conditions of this Contract and any claim or dispute that might arise between the Parties without regard to conflict of law provisions. By entering into this Contract, the Contractor consents and submits to the jurisdiction of the courts of the State of California over any action at law, suit in equity, or other proceeding that may arise out of this Contract.

1.20.2 Forum Selection

Any lawsuit or legal action arising from this Contract must be commenced and prosecuted in the courts of Santa Clara County, California. The 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.

1.21 Prohibited Interests

1.21.1 Interest of Public Officials

No Board Member, officer, or employee of VTA during his or her tenure or for 2 years after the end of their respective tenure is permitted to have any interest, direct or indirect, in this Contract or the proceeds of this Contract. The Contractor must notify VTA of such interest within one Working Day of the Contractor being made aware of its existence.

1.21.2 Interests of Contractor

The Contractor covenants that the Contractor, its officers, directors, and agents have no interest and will 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 this Contract. The Contractor further covenants that in the performance of this Contract, the Contractor will not knowingly employ any person having any such interest.

1.22 Ethics Hotline

The Contractor acknowledges that it is aware of the availability of the VTA Ethics Hotline, which is available 24/7/365 for VTA employees and those doing business with VTA to report suspected unethical behavior (such as fraud, waste, abuse, theft, misconduct, or any violation of company policy, law, or regulation) anonymously, securely, and without fear of retribution. Reports received are evaluated, investigated, or referred by an independent third party.

Anonymous reports can be submitted to:

Website: vta.ethicaladvocate.com

Telephone: (844) 845-0153

1.23 Antitrust Claims

In entering into this Contract, or a Subcontract to supply goods, services, or materials pursuant to this Contract, the Contractor agrees to assign to VTA all rights and title to, and all interest in all causes of action it may have under Section 4 of the Clayton Act, or under the Cartwright Act, arising from the purchases of goods, services, or materials pursuant to the public works contracts or subcontracts. This assignment is made and becomes effective at Final Payment, without further acknowledgement by the Parties.

1.24 Waiver and Nonwaiver

A waiver by one Party of a right to a remedy for breach of this Contract by the other Party does not waive the right to a remedy for a subsequent breach by the breaching Party. VTA's acceptance of goods, services or payment under this Contract does not preclude VTA from recovering against the Contractor or the Contractor's surety for damages due to the Contractor's failure to comply with this Contract.

1.25 Severability

If any provisions of this Contract (or portions or applications of it) are held to be unenforceable or invalid by any court of competent jurisdiction, (a) the Parties will negotiate in good faith to make an equitable adjustment to this Contract with a view toward effecting this Contract's purpose, and (b) the remaining provisions (or portions or applications of them) will remain valid and enforceable.

1.26 No Personal Liability

No officer, agent, representative, or employee of VTA, or any other Indemnitee will be personally liable under any provision of this Contract, or because of the execution or attempted execution of this Contract, or because of any breach of this Contract.

1.27 Amendments

Except as expressly provided, this Contract's provisions cannot be altered, modified, or amended except through the execution of a written amendment executed by the Parties.

1.28 Counterparts; Electronic Signatures

This Contract may be executed in one or more counterparts, each of which will be deemed an original but all of which will constitute one and the same instrument. An electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a writing as set out in California Evidence Code Section 1550. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by each of the Parties.

1.29 Joint and Several Liability

If the Contractor is a joint venture or partnership, each venturer, partner, or member will be jointly and severally liable for any and all of the duties and obligations of the Contractor that are assumed under or arise out of this Contract. Each of such venturers, partners, or members waives notice of the breach or non-performance of any undertaking or obligation of the Contractor contained in, resulting from or assumed under this Contract, and the failure to give any such notice will not affect or impair such venturer's, partner's, or member's joint and several liability under this Contract.

1.30 Survival

The following provisions will survive the expiration or Early Termination of this Contract:

- (a) GC-1.6 (Confidentiality/CPRA);
- (b) GC-1.9 (Intellectual Property), including Exhibit 13 (Intellectual Property);
- (c) GC-1.10 (Ownership of Work and Material);
- (d) GC-1.16 (Representations and Warranties);
- (e) GC-1.21 (Governing Law);
- (f) GC-6 (Indemnity and Defense of Claims);
- (g) GC-8 (Dispute Resolution);
- (h) GC-10.5 (Contract Bond and Surety Requirements);
- (i) GC-10.18 (Quality);
- (j) GC-10.28 (Warranties);
- (k) the express obligations of the Parties following the Contract End Date;
- (l) any obligations to pay amounts under this Contract; and
- (m) all other provisions which by their inherent character should survive expiration or Early Termination of, or completion of the Work under, this Contract.

1.31 No Exclusion

Nothing in this Contract is intended to limit VTA's liability for fraud, active negligence, or a violation of Applicable Law.

1.32 No Double Recovery

Despite any other provision of this Contract to the contrary, neither Party will be entitled to recover compensation or make a Claim under this Contract with respect to any Loss that it has incurred to the extent that it has already been compensated with respect to that Loss pursuant to this Contract or otherwise.

1.33 Organizational Conflicts of Interest

The Contractor must not perform Work under this Contract which would constitute or create an organizational conflict of interest, including any of the following that could result in a lack of impartiality or impaired objectivity, unequal access to information, and/or biased ground rules, for this Contract or any other contract for VTA:

- (a) as part of an earlier solicitation and contract award, the Contractor or a Subcontractor developed specifications, evaluation factors or similar documents that are being utilized for this Project;
- (b) the Contractor or a Subcontractor is unable, or potentially unable, to provide impartial and objective assistance or advice to VTA due to other activities, relationships or circumstances; or
- (c) the Contractor or a Subcontractor has an unfair competitive advantage through obtaining access to nonpublic information during the performance of an earlier contract.

1.34 Successors and Assigns

This Contract is binding upon and will inure to the benefit of the Parties and their respective successors and permitted assigns.

1.35 Limitation on Third Party Beneficiaries

Nothing contained in this Contract is intended to or will be construed as creating or conferring any rights, benefits, or remedies upon, or creating any obligations of the Parties toward, any Person not a party to this Contract, except rights expressly contained in this Contract for the benefit of the Indemnitees.

1.36 Integration

- (a) The Parties agree and expressly intend that this Contract constitutes a single, non-severable, integrated agreement whose terms are interdependent and non-divisible.
- (b) No part of this Contract may be separated from any other part for the purposes of assumption or rejection under Section 365 of Title 11 of the United States Bankruptcy Code.

1.37 Bankruptcy/Insolvency

In the event of any proceeding by or against Contractor in bankruptcy, reorganization, or insolvency or any assignment for the benefit of creditors or of a receiver, VTA will, to the greatest extent permitted by law, have the right, upon written notice to Contractor and without liability, to cancel this Contract with respect to any incomplete portion.

1.38 Preparation

This contract will not be construed as if it had been prepared by only VTA or Contractor, but rather as if both VTA and Contractor have prepared the same. The language in all parts of this contract will be, in all cases, construed according to its fair meaning and not strictly for or against VTA or Contractor.

GC-2 Subcontractors and Personnel

The Contractor has and will maintain complete control of its personnel and its Subcontractors.

2.1 Subcontractors

- (a) The Contractor is fully responsible and liable for the products and actions of all Subcontractors. Any provision of this Contract referring to the acts or omissions of the Contractor also refers to and includes the acts and omissions of all Subcontractors.
- (b) Without limiting the generality of GC-2.1(a), if any part of the subcontracted Work is substantially unsatisfactory, a Subcontractor fails or refuses to perform that portion of Work allocated to it or is substantially delaying or disrupting the progress of the Work, a Subcontractor is ineligible to perform work in accordance with GC-2.1(i), is determined by VTA to be "nonresponsible", or becomes insolvent or the subject of bankruptcy, or if a Subcontractor commits or omits any act that would otherwise constitute a breach of this Contract, the Contractor must cure the breach including, where applicable, requesting a substitution of the Subcontractor in accordance with GC-2.1(g) (and must request substitution if directed by VTA by notice).
- (c) The Contractor must include in each Subcontract any and all Required Flowdown Provisions and any other provisions necessary to make all of the provisions of this Contract fully effective, including a provision requiring each Subcontractor to place in its lower-tier Subcontracts any provisions necessary to make all of the provisions of this Contract fully effective.
- (d) The Contractor must provide all necessary plans, specifications, schedules, and instructions to its Subcontractors to enable them to properly perform their Work.
- (e) The organization of this Contract into articles, sections, paragraphs, sub-paragraphs, and Exhibits, as well as the arrangement and titles of the Technical Specifications, will not control the Contractor in dividing the Work among Subcontractors, nor in establishing the extent of Work to be performed by any trade.
- (f) The Contractor must submit executed copies of all Subcontracts entered into pursuant to this Contract to VTA within 7 calendar days of such execution and in any event no later than 15 calendar days prior to the start of the Subcontractor's Work. Within 30 days of execution of this Contract and on a quarterly basis thereafter, the Contractor must prepare and submit to VTA a Subcontractor utilization schedule identifying the anticipated start and end date for the performance of Work by each identified Subcontractor. Each request to add or substitute a Subcontractor submitted in accordance with this Contract must include the anticipated start and end date for the performance of Work by the applicable Subcontractor.
- (g) The Contractor must not, without the express written approval of VTA:
 - (i) substitute any Subcontractor listed in this Contract. Any re-allocation of the portion of Work listed as being allocated to a Subcontractor under this Contract to the Contractor or another Subcontractor shall be deemed to be a "substitution";
 - (ii) terminate any Subcontractor listed in this Contract; or
 - (iii) enter into an additional Subcontract not listed in this Contract.

Any request for approval of a substitution, addition, or termination of any Subcontractor under this GC-2.1(g) is subject to the requirements of Applicable Law (including, where applicable, California Public Contract Code Sections 4100 – 4114, Subletting and Subcontracting Fair Practices Act) and Exhibit 6 (Business Development Program) of this Contract and shall be accompanied by such supporting information as is necessary for VTA to make a determination.

- (h) The Contractor is solely liable and responsible for reviewing any Subcontractor invoices, resolving Subcontractor payment disputes, and for monitoring the cost of the Contract, including the costs incurred by the Subcontractor as they relate to the Total Contract Price.
- (i) Nothing contained in this Contract or in any Subcontract awarded by the Contractor creates any contractual relationship between any such Subcontractor and VTA. Notwithstanding the preceding sentence, however, VTA is an intended third-party beneficiary of every Subcontract awarded by the Contractor under this Contract and of every lower-tier Subcontract.

2.2 Personnel

- (a) The Contractor must only engage (directly or under a Subcontractor) adequately trained, certified, and qualified personnel to perform the Work.
- (b) If the scope of this Contract requires the Contractor to fill specified Key Personnel positions, the Contractor must retain (directly or through a Subcontractor) and utilize individuals satisfying the minimum qualifications and experience requirements to fulfil the primary functions and duties for that Key Personnel role. Each individual filling any required Key Personnel position will dedicate the amount of time necessary for the proper performance of the role. The initial nomination and any change or reassignment of any Key Personnel is subject to the prior written acceptance of VTA. A request for VTA acceptance of an individual to fill a Key Personnel role (whether as part of the initial nomination or a change or reassignment) shall be submitted to VTA together with supporting documentation demonstrating the individual's qualifications and capacity to perform the role as specified in this Contract.
- (c) If any person employed by the Contractor (or a Subcontractor) to perform any part of the Work appears to VTA to be incompetent or to act in a disorderly, improper or unsafe manner, the Contractor must discharge such person immediately on the request of VTA, and at no cost or expense to VTA, and such person must not be re-employed on the Work.
- (d) The Contractor must be solely liable and responsible for providing all compensation and benefits to, or on behalf of, all Persons performing Work pursuant to this Contract. VTA will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

2.3 Qualifications, Licensing, and Professional Skill

- (a) For the duration of the Work, the Contractor and its Subcontractors must:
 - (i) perform the Work under the supervision of Persons who are careful, experienced, and competent in their respective trades or professions, who possess the professional capability to perform the Work, and who will assume professional responsibility for the accuracy and completeness of the Work prepared or checked by them; and
 - (ii) possess and maintain and ensure that Work is performed under the supervision of Persons that possess and maintain, all required State contractor license(s), professional license(s), and registrations needed to perform the Work.

GC-3 Contract Time

3.1 Diligent Prosecution of Services

- (a) Upon entering into a fully executed Contract with VTA and the occurrence of the Effective Date, the Contractor will commence performance of Work authorized under this Contract and must continuously and diligently prosecute the Work to completion on or before the time or times set out in the Contract Form or otherwise under this Contract. Any work performed or expenses incurred by the Contractor prior to the Effective Date or, if later, the date of authorization for commencement of the Work (or the applicable part of it) will be entirely at the Contractor's risk. If the Contract Form requires that the Work (or a part of it) shall only commence upon issuance of a Notice to Proceed, Purchase Order, Task Order, or other written authorization from VTA, then references to "authorized" and "authorization" in this GC-3.1(a) shall be deemed to be a reference to authorization under a Notice to Proceed, Purchase Order, Task Order, or other written authorization from VTA (as applicable).
- (b) The Contractor must provide VTA with 48 hours' advance notice before starting Work. Contractor personnel will be allowed on the Worksite or VTA premises only during normal VTA working hours unless otherwise authorized by VTA.

3.2 Time is of the Essence; Liquidated Damages for Delay

- (a) **TIME IS OF THE ESSENCE IN THIS CONTRACT. The Contractor's failure to perform Work, deliver goods, or provide services on time and in accordance with the approved progress schedule will be a material breach of this Contract.**
- (b) In the case of a Contract where GC-10 (Public Works/Construction Supplemental General Terms) applies and is not marked 'Reserved', GC-10.22 (Liquidated Damages for Delay) (and **not** this GC-3.2(b)) will apply to any liquidated damages for delay. In all other cases, to the extent that the Special Conditions stipulate liquidated damages for delay:
 - (i) The Contractor agrees that its failure to complete the Work or any part of the Work within the time periods or by the dates specified in the Contract, as such time periods or dates may be revised by Modification, will result in damages being sustained by VTA. Since it is impractical and infeasible to determine the actual amount of such damage as of the Effective Date, it is further agreed that Contractor will pay to VTA, as agreed, fixed and liquidated damages, the amount specified in the Special Conditions for each day of delay (or fraction of a day of delay) until such Work or part of the Work is completed and accepted, and Contractor and its surety will be liable for the amount of liquidated damages for delay assessed under this Contract.
 - (ii) VTA and the Contractor intend the liquidated damages set out in this GC-3.2(b) to constitute liquidated damages as such term is used in Government Code Section 53069.85 to the extent said statute may apply. The Contractor acknowledges and agrees that the liquidated damages are intended to be VTA's sole remedy for damages for delay caused by Contractor's failure to meet the applicable Milestone. However, nothing contained in this section shall preclude VTA from recovery of actual damages caused by reasons other than Contractor-caused delays, including but not limited to damages for any other breach of the Contract requirements, including any failure of the Work to conform to applicable requirements, negligence, injury to persons or property, or third-party claims not otherwise waived under this Contract.
 - (iii) The liquidated damages for delay specified in this Contract do not include any, and shall not be construed as, penalties.
 - (iv) The amount of liquidated damages set out in the Special Conditions represents a good faith estimate as to the actual potential damages that VTA would incur as a result of the delay in completion of the applicable Milestone. It is understood and agreed by the Contractor that any liquidated damages for delay payable under the Special Conditions are not manifestly unreasonable under the circumstances existing as of the date of execution and delivery of this Contract or any applicable Modification that incorporates a change to the liquidated damages due.

- (v) The Contractor must pay any liquidated damages owing under the Contract within 30 days after the Contractor's receipt of an invoice from VTA, provided that VTA may deduct the sum of liquidated damages from progress or final payment(s), any retention, or any other payments due or owing to the Contractor under this Contract.

3.3 Suspension of Work

- (a) VTA may direct the Contractor to suspend all or part of the Work at any time for up to 90 days after VTA delivers a written "Suspension Order" to the Contractor, and for any further period to which the Parties may agree. The Suspension Order must include the following:
 - (i) a clear description of the Work to be suspended;
 - (ii) guidance as to the action to be taken on Subcontracts; and
 - (iii) other requests for minimizing costs.
- (b) Upon receipt of a Suspension Order, the Contractor must comply with its terms immediately and take all reasonable steps to minimize cost allocable to the Work covered by the Suspension Order during the period of work stoppage. Within the period specified by the Suspension Order, or within any extension of that period to which the Parties may agree, VTA may:
 - (i) terminate the Work covered by the Suspension Order;
 - (ii) cancel the Suspension Order; or
 - (iii) allow the period of the Suspension Order to expire.
- (c) The Contractor must resume work upon the cancellation or expiration of a Suspension Order. An equitable adjustment will be made in the Work scope, Total Contract Price, or Contract time, as appropriate, and this Contract will be modified in writing in accordance with GC-4 (Changes) or GC-10.16 (Changes – Construction) (as applicable) if:
 - (i) the Suspension Order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this Contract;
 - (ii) the Contractor asserts a claim for an adjustment within 30 days after the end of the period of work stoppage; and
 - (iii) the Suspension Order was not caused by the Contractor's default or other act or omission within the control or responsibility of the Contractor.
- (d) In preparation for and during suspensions of Work, the Contractor must take every reasonable precaution to prevent damage to or deterioration of the Work. The Contractor must repair or replace, at no cost to VTA, Work that is damaged or deteriorated during a work suspension due to the Contractor's failure to comply with this duty. If VTA determines that the Contractor is not taking reasonable precautions and the Contractor fails to take the corrective action within 5 days after written notice from VTA, VTA may cause such action to be taken and recover the reasonable cost of such action from the Contractor.

3.4 Force Majeure

Except with respect to defaults of Subcontractors, neither the Contractor nor VTA will be considered in default by reason of any failure to perform in accordance with the approved progress schedule or the timelines defined in this Contract if such failure arises out of causes beyond the control and without the fault or negligence of the defaulting party. Such causes may include, but are not restricted to, physical destruction or damage caused by acts of God, fires, floods, epidemics and pandemics, quarantine restrictions, blockade, rebellion, war, riot, civil commotion, act of a public enemy, act of sabotage, act of terrorism, or any malicious or other acts intended to cause loss or damage, earthquakes epicentered within 25 miles from the specific location of damage on the Worksite or the site where the Work is being performed in excess of a magnitude of 3.5 on the Richter Scale based on the final determination published by the National Earthquake Information Center, strikes or other labor disputes, freight embargoes, and if Work is being performed at the Worksite, unusually severe weather (in excess of any Adverse Weather Day allocation under the Special Conditions), but in every case the failure to perform must be beyond the control and without the fault or negligence of the defaulting party and the defaulting party must take reasonable measures to mitigate the delay. In addition, if the failure to perform of either the Contractor or VTA is caused by the default of a subcontractor or a third-party contractor to VTA, and if such default arises out of causes beyond the control of all the parties, and without the fault or negligence of any of them, neither the Contractor nor VTA will be in default by reason

of any such failure to perform. Upon completion of the event of force majeure, the Contractor must, as soon as reasonably practicable, re-commence the performance of its obligations under this Contract. For Contracts exceeding an initial value of \$10,000,000, or where expressly required under the Special Conditions or Scope of Work, the Contractor must provide a business continuity disaster preparedness and recovery plan.

GC-4 Changes

By written notice from VTA's Authorized Representative, VTA may, from time to time, make requests for changes within the general scope of this Contract, including for 'no cost' changes. In the case of a change where GC-10 (Public Works/Construction Supplemental General Terms) applies and is not marked 'Reserved', GC-10.16 (Changes - Construction) (and **not** this GC-4) will apply to the implementation of any such change. In all other cases, this GC-4 shall apply.

4.1 Bilateral Modification

- (a) By written notice from VTA's Authorized Representative, VTA may, from time to time, make requests for changes within the general scope of this Contract. Following delivery of such notice, VTA and the Contractor will endeavor to reach mutual agreement regarding cost and/or schedule impacts associated with the change (if any). If the Parties reach agreement, the change, including any increase or decrease in the Total Contract Price, schedule, and time for performance, shall be incorporated into this Contract through the execution by the Parties of a bilateral Modification. If the Parties are unable to reach agreement, VTA reserves the right to either withdraw the change or to direct the Contractor to perform the changed Work by issuance of a Change Order in accordance with GC-4.2 (Change Order). The Contractor shall continue performance of the Work during the negotiation of any cost and/or schedule impacts and upon execution of a bilateral Modification, the Contractor must proceed to perform the Work as changed by the Modification.
- (b) The execution of a bilateral Modification by both Parties shall be deemed to be an agreement to all changes in the Scope of Work, any cost and/or schedule impacts, and any other changes to the Contract terms related to the change.

4.2 Change Order

- (a) VTA may, from time to time, direct the Contractor to perform changed Work within the general scope of this Contract by issuance of a Change Order. If the change has a cost and/or schedule impact, such Change Order will provide for an equitable increase or decrease to the Total Contract Price, schedule, and/or time for performance (as applicable). VTA may include a not to exceed amount in the Change Order to set the maximum limit that may be expended by the Contractor under the Change Order. Upon receipt of a Change Order, the Contractor must proceed with the Work without delay as directed by VTA under the Change Order.
- (b) VTA may continue negotiations with the Contractor regarding a change, notwithstanding issuance of a Change Order for that change. If a bilateral Modification is subsequently agreed with respect to a change under a Change Order, the terms of the bilateral Modification will prevail over the terms of the Change Order. If no bilateral Modification is agreed, the terms of the Change Order shall continue to apply.
- (c) Unless the Parties agree to a bilateral Modification with respect to the Contractor's obligations under the Change Order or it is determined otherwise under any claim or Dispute with respect to the Contractor's obligations under the Change Order, the Contractor must: (i) maintain contemporary records as necessary to distinguish the costs incurred with respect to any Change Order, from the cost of all other Work; (ii) submit reports of Work performed under any Change Order in any progress reports required under this Contract; and (iii) make all back-up records, reports and submittals relating to the Work performed under any Change Order immediately available to VTA upon request for audit in accordance with this Contract.

GC-5 Payment

If GC-10 (Public Works/Construction Supplemental General Terms) applies to this Contract and is not marked 'Reserved', the Contractor must comply with and be subject to GC-10.29 (Compensation, Payment, and Invoicing for Construction).

5.1 Prompt Payment

- (a) VTA will pay the Contractor within 30 days after receipt by VTA of a proper, fully documented, invoice. Payment will be considered to have been made on the date VTA mails payment. VTA will not be responsible for late payment charges unless they are an express part of this Contract. Discounts offered by Contractor for early payment will be taken by VTA if payment is made within the discount period specified.
- (b) The Contractor must adhere to all federal and State prompt payment laws and regulations including Business and Professions Code Section 7108.5 requiring the Contractor to pay Subcontractors within 7 days of receipt of each progress payment to the extent of each Subcontractor's interest, unless otherwise agreed to in writing between the Contractor and the Subcontractor.
- (c) Any violation of this provision will subject the Contractor or Subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement must not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or Subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient Subcontract performance, or noncompliance by a Subcontractor.
- (d) The Contractor must pay to each Subcontractor all amounts it has retained from payments under the applicable Subcontract within: (i) 7 days after receipt of payment for such retained amount from VTA; and (ii) 30 days after the Subcontractor's work is satisfactorily completed, whichever is earlier.
- (e) This provision applies to the Contractor and all Subcontractors.
- (f) The Contractor must include in its Subcontract a provision that it will use appropriate alternative dispute resolution mechanisms to resolve any payment disputes with Subcontractors.
- (g) Any Subcontract entered into as a result of this Contract must contain all of the provisions of this Section 5.1.

5.2 Special Withholding

In the event of a good faith dispute, nothing in this Contract will be construed to require VTA to pay for Work that is not approved or accepted in accordance with this Contract. VTA may withhold amounts from any payments otherwise due to the Contractor as it determines necessary to cover:

- (a) claims against the Contractor arising from or in any way related to this Contract, any other contract between VTA and Contractor, or any other transaction or occurrence involving VTA and the Contractor;
- (b) defective work not remedied;
- (c) failure of the Contractor to make proper payments to any of its Subcontractors;
- (d) failure to complete the Work in accordance with the approved Contract progress schedule;
- (e) damage to other work or property caused by the Contractor or its Subcontractors;
- (f) an amount, not less than 10 percent of the total progress payment, due to the failure to abate, within one Working Day or immediately in cases of imminent danger, infractions of the Contractor's Safety Plan, CAL/OSHA, FEDERAL OSHA, ANSI or other applicable safety standards;
- (g) an amount not to exceed 20 percent of the total progress payment, due to 4 or more repeated infractions in a single payment period of the Contractor's Safety Plan CAL/OSHA, FEDERAL OSHA, ANSI, and all other applicable safety standards;
- (h) items listed in Exhibit 14 (Contract Data Requirements), or the Technical Specifications, that are not received within the time specified. The amount withheld may be 10 percent of the total progress payment or \$10,000, whichever is greater. The Contractor's failure to submit any required items may subject it to the remedies of GC-7.2 (Termination for Default);
- (i) 150 percent of the value of any disputed amount of Work from the Final Payment, as provided for in subdivision (c) of California Public Contract Code Section 7107;

- (j) to satisfy stop notices which have been properly filed, in accordance with the requirements of California Civil Code Section 9354, regarding stop notices, as provided for in California Civil Code Section 9358; and
- (k) any and all other circumstances in which VTA determines that it is necessary to protect its interests.

Whenever VTA withholds special retention, it will give to the Contractor written notice of the amount withheld and the reasons for the retention. When the Contractor removes the grounds for such withholding, VTA will include the amount so withheld in the next scheduled progress payment. The Contractor must include this GC-5.2 in all Subcontracts and similar documents entered into by the Contractor for the performance of Work under this Contract.

5.3 Final Payment

- (a) Final Payment will not become due until the following actions have been satisfactorily completed:
 - (i) satisfactory completion of final inspection of all the Work under this Contract;
 - (ii) the return of all VTA property to VTA in accordance with GC-1.12 (VTA Property);
 - (iii) the Contractor submittal to VTA of:
 - (A) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work have been paid or otherwise satisfied, and
 - (B) a release of liens and claims arising out of this Contract, to the extent and in the form designated by VTA. If a claim remains unsatisfied after all payments are made, the Contractor must reimburse VTA for all monies that VTA may be compelled to pay in discharging the claim, including all costs and reasonable attorney's fees;
 - (iv) issuance by VTA of a VTA Notice of Final Acceptance of the Work; and
 - (v) the recording of a Notice of Completion by VTA.
- (b) VTA may at its option and at any time retain out of any amounts due the Contractor, sums sufficient to cover claims, filed pursuant to California Civil Code Section 9000 et seq.
- (c) VTA will make Final Payment within 30-60 calendar days of the recording of the Notice of Completion.
- (d) The acceptance of Final Payment by the Contractor will constitute a waiver of all claims against VTA arising under this Contract.

5.4 Taxes

- (a) The Contractor will be responsible for assessing any and all applicable taxes related to the purchase of or installation of materials used on the Project and must, for purposes of determining transaction or use tax liability, use the Worksite as the place where "engaged in business".
- (b) Unless otherwise specifically provided in this Contract, the Total Contract Price includes compensation for all taxes the Contractor is required to pay under Applicable Law.
- (c) The Contractor must pay all federal, State of California, and local taxes, and duties applicable to and assessable against any Work, including retail sales and use, transportation, export, import, business, and special taxes. The Contractor must ascertain and pay the taxes when due. The Contractor will maintain auditable records, subject to VTA reviews, confirming that tax payments are current at all times.

GC-6 Indemnity and Defense of Claims

6.1 Indemnify and Hold Harmless

Subject to GC-6.2 (Limitation on Indemnity), to the fullest extent permitted by Applicable Law, the Contractor shall release, defend, indemnify, and hold harmless each Indemnitee on demand from any claims, liabilities, losses, injuries, damages, expenses, fines, penalties, liens, stop notices, or fees and costs (including attorneys' and experts' fees and costs) arising out of, pertaining to, or caused by, or in any way relating to the Work, including:

- (a) the performance of this Contract or any Subcontract, by the Contractor and/or its agents, employees, or Subcontractors;
- (b) any release, threatened release, handling, treatment, storage, transportation or disposal of Contractor Contractor-Generated Hazardous Substances;
- (c) the breach or alleged breach of this Contract or any Subcontract by any Contractor-Related Entity;
- (d) the failure or alleged failure by any Contractor-Related Entity to comply with any Applicable Law;
- (e) the negligent act, omission, misconduct, or fault, or the alleged negligent act, omission, misconduct or fault of any Contractor-Related Entity;
- (f) any and all stop notices and liens filed in connection with the Work, including all expenses and attorneys' fees incurred in discharging any stop notice or lien, provided that VTA is not in default in payment owing to Contractor with respect to such Work; and
- (g) any and all claims by any governmental or taxing authority claiming taxes based on gross receipts, purchases or sales, the use of any property or income of any Contractor-Related Entity with respect to any payment for the Work made to or earned by such Contractor-Related Entity under this Contract,

whether such claims, liabilities, losses, injuries, damages, expenses, fines, penalties, liens, stop notices, or fees and costs (including attorneys' and experts' fees and costs) are based upon a contract, or for personal injury, death or property damage or upon any other legal or equitable theory whatsoever. The indemnities in this GC-6.1 shall not be construed to limit in any way the indemnities provided by the Contractor in other provisions of this Contract.

6.2 Limitation on Indemnity

Notwithstanding any language in this Contract to the contrary, the Contractor is not obliged to indemnify and/or hold harmless the Indemnitees from any claims, liabilities, losses, injuries, damages, expenses, fines, penalties, liens, stop notices, or fees and costs (including attorneys' and experts' fees and costs) arising from the sole or active negligence or willful misconduct of VTA or its agents, servants or independent contractors who are directly responsible to VTA, or from damages for defects in designs furnished by those persons.

6.3 Claims by Employees

In claims by an employee of Contractor, a Contractor-Related Entity, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this GC-6 shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or a Subcontractor under workers' compensation, disability benefit or other Applicable Law addressing employee benefits.

6.4 Indemnities under Third Party Agreements

If VTA notifies the Contractor (whether by express statement in this Contract or otherwise by notice delivered under this Contract) that any agreements with a Third Party applicable to the Work includes a requirement for VTA to indemnify, defend and hold harmless the applicable Third Party with respect to matters arising from or related to the Work, the Contractor's obligations under this GC-6 shall automatically apply to require Contractor, subject to GC-6.2 (Limitation on Indemnity), to release, indemnify, defend and hold harmless the applicable Third Party, and their employees and agents, in addition to the Indemnitees, with respect to all such matters. If any agreements with a Third Party contain provisions requiring VTA's contractor(s) to indemnify, save and hold harmless the applicable Third Party with respect to any matters, then, subject to

GC-6.2 (Limitation on Indemnity), the Contractor agrees to and must perform and comply with such provisions of the agreements for the benefit of the applicable Third Parties, and their respective employees and agents. The indemnities in this GC-6.4 shall not be construed to limit in any way the indemnities provided by Contractor in other provisions of this Contract.

6.5 Duty to Defend

The Contractor agrees, at its own expense, and upon written request by VTA or any individual Indemnitee, to 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, liens, stop notices, or fees and costs (including attorneys' and experts' fees and costs) covered by the Contractor's indemnity obligation set forth in this GC-6, and regardless of whether the Contractor and/or any of its agents, employees, or Subcontractors, was, in fact, liable. In the event a court of competent jurisdiction determines that any suit, action, claim, or demand brought against any Indemnitee was caused by the sole or active negligence or wilful misconduct by VTA or its agents, servants or independent contractors who are directly responsible to VTA, VTA will promptly reimburse the Contractor for costs of defending the Indemnitees in such action incurred by the Contractor, but only in proportion to the sole or active negligence or wilful misconduct of VTA or its agents, servants or independent contractors who are directly responsible to VTA.

GC-7 Termination

7.1 termination for Convenience

- (a) VTA may in its sole discretion terminate the performance of Work under this Contract, in whole or in part, without cause at any time by written notice to the Contractor marked 'Termination for Convenience' and specifying the part of the Work that will be terminated and the date upon which such termination will become effective. Upon receipt of a notice of termination for convenience, the Contractor shall comply with its obligations under GC-7.3 (Contractor's Duties Upon Termination).
- (b) If performance of Work is so terminated, the Contractor will be entitled to:
 - (i) Payment, calculated in accordance with this Contract, for the portion of Work properly performed by the Contractor in accordance with this Contract including payment for all goods or services properly ordered by and delivered to the Contractor in accordance with this Contract before termination reduced by any sums previously paid to the Contractor and in the case of a partial termination, any sums not yet due and payable for continuing Work that has not been terminated;
 - (ii) **Plus** the costs reasonably incurred by the Contractor under a Subcontract as a direct result of the termination of the Work (excluding lost profit or lost opportunity) but only to the extent that the costs are incurred in accordance with terms under the applicable Subcontract that have been entered into in the ordinary course of business and on an arm's length basis and the Contractor and applicable Subcontractor have each used their reasonable efforts to mitigate such costs;
 - (iii) **Plus** any other reasonable costs arising from the termination of the Work under this Contract;
 - (iv) **Less** the amount of any claim (including under the indemnities provided under this Contract) that VTA may have against the Contractor in connection with this Contract; and
 - (v) **Less** the agreed upon price for and/or proceeds from the sale of goods or other items acquired or sold by the Contractor that have not been otherwise recovered by or credited to VTA.
- (c) The Contractor must provide a final itemized invoice, including all necessary documentation to substantiate all costs incurred, for the above amounts within 30 days after receiving the termination notice. If the Contractor fails to submit an invoice within the time specified under this GC-7.1, VTA will determine the amount due to the Contractor under this GC-7.1, if any, on the basis of the information available, and will pay the Contractor the amount determined and unless excused in writing by VTA in its sole discretion, the Contractor's failure to submit an invoice within the time required shall constitute acceptance that such payment shall constitute payment in full under this GC-7.1.
- (d) A payment made by VTA under this GC-7.1 shall constitute payment in full for the Work performed under this Contract (or for the applicable part of the Work in the case of a partial termination).

7.2 Termination for Default

7.2.1 Events or Conditions

The Contractor is in default under this Contract upon the occurrence of any one or more of the following events or conditions:

- (a) the Contractor does not promptly begin the Work under this Contract;
- (b) the Contractor does not perform the Work in accordance with this Contract, fails or refuses to perform any obligation under this Contract, or violates any duty required of the Contractor under this Contract or otherwise breaches an obligation or requirement under this Contract, except to the extent such failure is excused by VTA under the terms of this Contract;
- (c) the Contractor fails to promptly remedy any deficiency, or to re-perform or replace rejected work that is deficient;
- (d) the Contractor discontinues the prosecution of the Work (exclusive of work stoppage due to termination or suspension of the Work by VTA), does not prosecute the Work within the schedule,

- or prosecutes the Work so as to endanger the performance of this Contract in accordance with its terms;
- (e) the Contractor does not resume performance of Work which has been suspended or stopped, within a reasonable time after receipt of notice from VTA to do so or (if applicable) after cessation of the event preventing performance;
 - (f) the Contractor's insolvency, bankruptcy, reorganization, or the filing of any related or similar proceeding; the appointment of a receiver or trustee for the Contractor; the execution by the Contractor of a general assignment for the benefit of creditors where the meaning of insolvency and bankruptcy shall be as defined in the United States Bankruptcy Code;
 - (g) the Contractor fails to pay any amounts owing to any persons performing any portion of the Work, or fails to pay any amount due to VTA under this Contract when due (except to the extent such payment is subject to a good faith Dispute) or otherwise fails to pay its debts incurred in connection with this Contract as they become due, providing that such failure continues for a period of 15 after the applicable due date;
 - (h) the attachment, levy, execution, or other judicial seizure of any part of the Contractor's property, or any substantial portion of the other assets of the Contractor, which is not released, expunged, or discharged within a period of 15 days of judicial seizure;
 - (i) any representation or warranty made by the Contractor in this Contract or any certificate, schedule, instrument or other document delivered by the Contractor pursuant to this Contract is false or materially misleading when made;
 - (j) the Contractor breaches any agreement, representation or warranty contained in this Contract;
 - (k) the Contractor assigns or transfers this Contract or any right or interest in this Contract, except as expressly permitted by this Contract;
 - (l) the Contractor does not discharge or obtain a stay of any final judgment(s) or order for the payment of money against it in excess of \$25,000 in the aggregate arising out of the prosecution of the Work (provided that for purposes hereof posting of a bond in the amount of 125 percent of such judgment or order will be deemed an effective stay);
 - (m) the Contractor does not, absent a valid dispute, make payment when due for labor, equipment or materials in accordance with its agreements with Subcontractors and Applicable Law;
 - (n) the Contractor fails reasonably to comply with any instructions of VTA consistent with this Contract;
 - (o) the Contractor violates or materially fails to comply with any Applicable Law, or order of any Government Entity applicable to Contractor, the Work, or this Contract;
 - (p) the Contractor does not provide and maintain the Performance and Payment Bonds and insurance as required hereunder;
 - (q) the Contractor or one of its Subcontractors causes, through its negligence, gross negligence, recklessness, or willful misconduct, death or grievous bodily injury to any person or property damage in excess of \$25,000;
 - (r) the Contractor does not defend or indemnify any party that Contractor is obligated to defend or indemnify under this Contract;
 - (s) the Contractor offers or gives any improper consideration, in any form, either directly or through an intermediary, to any VTA director, officer, employee, contractor, or authorized representative, with the intent of securing this Contract or the making of any determination with respect to the Contractor's performance of the Work;
 - (t) the Contractor is placed on the California State Labor Commissioner's list of debarred contractors pursuant to Labor Code Section 1771.1;
 - (u) the Contractor or any of its directors, members, officers, partners, principals, employees, or any Contractor's representative is convicted for a violation of any Applicable Law related to Contractor's obligations under this Contract, including without limitation, in connection with the Work, goods supplied, payments to be made, or Claims submitted; or
 - (v) the Contractor is placed on the Federal list of debarred contractors pursuant to Executive Order 12549 (3 C.F.R., 1986 Comp., p. 189 and 51 FR 6370).

7.2.2 Notice and Procedures

- (a) Subject to GC-7.2.2(c), if VTA determines that a Contractor default has occurred under GC-7.2.1, VTA may (and must prior to exercising its right to terminate under GC-7.2.2(b)) notify the

Contractor and, if applicable, its Surety of the default and requesting that such default be cured within the time specified in the notice or within 15 days if no time is specified. If the Contractor is unable to cure the applicable default within the time period specified, but in VTA's reasonable determination (i) the Contractor has diligently and continuously undertaken efforts to cure such default and such failure to cure is beyond the control of the Contractor, or (ii) VTA has accepted a remedial plan prepared by the Contractor setting out specific actions and an associated schedule to be followed by the Contractor to cure the relevant default, VTA may extend the cure period in accordance with its discretion or the accepted remedial plan (as applicable).

- (b) If the Contractor fails to cure the applicable default within the time specified after receipt of a notice under GC-7.2.2(a) (as such time may be extended under GC-7.2.2(a)), VTA may declare that an "Event of Default" has occurred and notify the Contractor that the Contract (or such part of this Contract as VTA, in its sole discretion, determines to be in its best interest) is terminated. The declaration of an Event of Default and notice of termination must be in writing and given to the Contractor and, if applicable, its Surety.
- (c) Notwithstanding the other terms of this GC-7.2.2, upon the occurrence of a Contractor default under GC-7.2.1(f), VTA may immediately declare an Event of Default and notify the Contractor that the Contract (or such part of this Contract as VTA, in its sole discretion, determines to be in its best interest) is terminated with no requirement to first deliver a cure notice. The declaration of an Event of Default and notice of termination must be in writing and given to the Contractor and, if applicable, its Surety.
- (d) At any time after the occurrence of a Contractor Default, VTA may, in its sole discretion, exercise its rights under the Performance Bond.
- (e) Upon receipt of a Notice of Termination for Contractor Default under this GC-7.2, the Contractor shall comply with its obligations under GC-7.3 (Contractor's Duties Upon Termination) and the Contractor shall not be entitled to any further payments under this Contract, except for any amounts already due and payable in accordance with the terms of this Contract.
- (f) 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 will be the same as if the termination had been issued for the convenience of VTA.

7.3 Contractor's Duties Upon Termination

Immediately after receipt of a notice of termination, either for default or convenience ("Notice of Termination"), the Contractor must:

- (a) stop Work under this Contract on the date and to the extent specified in the Notice of Termination;
- (b) place no further orders or Subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the Work under this Contract as is not terminated;
- (c) assign to VTA in a manner, at the times, and to the extent directed by VTA, all of the right, title, and interest of the Contractor under the orders and Subcontracts as designated by VTA;
- (d) unless otherwise directed by VTA under GC-7.3(c), terminate all orders and Subcontracts to the extent that they relate to the performance of Work terminated by the Notice of Termination and settle outstanding liabilities and claims arising out of such termination of orders and Subcontracts;
- (e) assign to VTA in a manner, at the times, and to the extent directed by VTA, all of the remaining right, title, and interest of the Contractor under the orders and Subcontracts so terminated;
- (f) fully cooperate with VTA and use reasonable efforts in the transition of the Work to VTA or to a new VTA Contractor including:
 - (i) within 10 days of written request from VTA, developing and submitting to VTA a termination transition plan and upon VTA's review and acceptance of that plan, performing the transition activities under, and otherwise complying with such plan; and
 - (ii) meeting with VTA's Authorized Representative and Single Point of Contact as soon as practicable after a Notice of Termination has been given, to discuss the transition activities to be performed under this GC-7.3;
- (g) transfer title and deliver to VTA in the manner, at the times, and to the extent directed by VTA and applicable to the Contract:
 - (i) fabricated or unfabricated materials, supplies, and goods constituting Work in process, and all other products of uncompleted Work;

- (ii) completed Work, supplies, and any other goods procured as part of, or acquired in connection with, the performance of the Work terminated; and
 - (iii) completed or partially completed designs, plans, drawings, information, documentation, and other items that would have been required to be completed and submitted to VTA if this Contract had been fully performed;
- (h) if directed by VTA in the case of a Notice of Termination delivered under GC-7.1 (Termination for Convenience), use its reasonable efforts to sell any goods procured in connection with the performance of the part of the Work terminated in the manner, at the times, to the extent, and at the price(s) directed or authorized by VTA, provided that the Contractor is not required to extend credit to any purchaser and the proceeds of any such transfer or disposition shall be applied or otherwise credited to reduce payments made by VTA to the Contractor under the Contract;
- (i) take any action that may be necessary, or that VTA may direct, for the protection and preservation of the property related to this Contract that is in the possession of the Contractor and in which VTA has or may acquire an interest;
- (j) promptly pay when due any amount due to VTA under GC-7.4 (VTA's Right to Complete the Work) or otherwise under this Contract;
- (k) if any Work is being performed on the Worksite, vacate and clear the Worksite except to the extent continued access is permitted in accordance with this Contract to complete performance of that part of the Work that has not been terminated by the Notice of Termination;
- (l) comply with all other requirements of VTA as may be specified in the Notice of Termination; and
- (m) complete performance of that part of the Work that has not been terminated by the Notice of Termination, as applicable and in accordance with this Contract.

The Contractor shall have no right to withhold or limit any of the Work or any transition obligations under this GC-7.3 on the basis of an alleged breach of this Contract by VTA, other than a failure by VTA to timely pay any amounts due based upon a properly submitted and approved invoice for Work rendered during the transition period under this GC-7.3. VTA will have the right to seek specific performance of this GC-7.3 in any court of competent jurisdiction, and the Contractor hereby waives any causes of action, claims, or defences that damages are an adequate remedy.

7.4 VTA's Right to Complete the Work

Upon VTA's termination of this Contract in whole or in part under the terms of this Contract, VTA will have the right to complete the Work by whatever means and methods it deems advisable. If the Surety does not take over performance of the Work under GC-7.2 (Termination for Default), VTA:

- (a) may take over the Work and complete it by contract or otherwise;
- (b) without limiting the generality of the terms of Exhibit 13 (Intellectual Property), may use the Contractor Submittals for any purpose;
- (c) will not be required to obtain the lowest prices for completing the Work, but shall make such expenditures that, in VTA's sole judgment, best accomplish such completion; and
- (d) in the case of a termination for Contractor default:
 - (i) may take possession of and use any or all of the Contractor's goods, plant, tools, equipment, and property of any kind, provided by or on behalf of the Contractor for the purposes of completing the Work, or any part of the Work, and shall not be responsible to the Contractor for fair wear and tear. The Contractor shall have no rights in such property during its use by VTA; and
 - (ii) may charge to the Contractor the expense of completing the Work together with a reasonable charge for engineering, managerial, and administrative services, and all other excess costs, as certified by VTA.

7.5 No Damages or Anticipatory Profit

The Contractor shall not be entitled to any damages, either known or unknown, whether they be direct, indirect, special, anticipatory, consequential, or any other damages, nor any anticipatory profits on Work not yet performed, as a result of any termination under GC-7.1 (Termination for Convenience) or GC-7.2 (Termination for Default). Payment to the Contractor, if applicable, under GC-7.1 (Termination for

Convenience), shall constitute the Contractor's exclusive remedy for any termination by VTA in accordance with this Contract.

7.6 Remedies Not Exclusive

- (a) The rights and remedies of VTA under this GC-7 (Termination) are in addition to any other rights and remedies provided by Applicable Law or under this Contract and notwithstanding anything contained in this Contract to the contrary, VTA's termination of this Contract shall not waive any right VTA may have to claim damages, and VTA may pursue any cause of action that it may have by Applicable Law or under this Contract.
- (b) Whether or not VTA terminates this Contract after the occurrence of a Contractor Default, the Contractor shall be liable for any damages to VTA resulting from the Contractor Default.

GC-8 Dispute Resolution

8.1 General

- (a) If GC-10 (Public Works/Construction Supplemental General Terms) applies to this Contract and is not marked 'Reserved' and the Dispute involves a Claim by the Contractor, the Contractor must comply with and be subject to GC-10.33 (Claims).
- (b) Except as expressly set out in this Contract, if any Dispute arises that does not involve a Claim:
 - (i) VTA's Authorized Representative and the Contractor's Authorized Representative shall, upon notice in writing from a Party to the other of a Dispute, negotiate in good faith in an attempt to come to an agreement to resolve the Dispute; and
 - (ii) if a Dispute cannot be resolved within 90 days, then the Dispute may be referred to an individual at the next highest administrative level within VTA and an individual at an equivalent level within the Contractor, who shall negotiate in good faith in an attempt to come to an agreement to resolve the Dispute. VTA may elect, prior to any referral to the alternative dispute resolution (ADR) procedures under GC-8.2 (Alternative Dispute Resolution), to request the Contractor's participation in an informal hearing between the Parties pursuant to which each Party will set out the outstanding issues under the Dispute that remain to be resolved. If VTA requests such an informal hearing, the Contractor will ensure participation of individuals at an equivalent level within the Contractor to the VTA attendees.
- (c) Disputes that are not resolved by a Modification or otherwise, and remain disputed after the Parties have negotiated in good faith in an attempt to come to an agreement to resolve the Dispute in accordance with this GC-8.1, shall, unless otherwise agreed by the Parties or determined by VTA, be subject to the alternative dispute resolution (ADR) procedures under GC-8.2 (Alternative Dispute Resolution).
- (d) If an ADR procedure does not resolve all elements of a Dispute, the Parties may further negotiate in good faith in an attempt to come to an agreement to resolve the open issues under the Dispute. If the Parties are unsuccessful in resolving the Dispute, the Parties may agree to refer the open issues under the Dispute to ADR for further proceedings on the open issues or either Party may initiate a legal action in accordance with GC-1.21 (Governing Law).
- (e) In the absence of and at any time prior to agreeing to a settlement to the Dispute or a determination under litigation filed with respect to the Dispute, VTA's Authorized Representative may, upon its own initiative, or upon the written request of the Contractor, make a determination of the Dispute and any such VTA determination shall be binding upon the Parties pending any final determination of the Dispute under this GC-8.
- (f) All Disputes and negotiations shall be documented by each Party in writing, including the specifics of each Dispute and actions taken.

8.2 Alternative Dispute Resolution

8.2.1 Selection of ADR Procedure

- (a) If a Claim or other Dispute is referred to the ADR procedures under this Contract, the terms of this GC-8.2 shall apply. The Parties will agree to the form of ADR procedure to be utilized to resolve a Claim or other Dispute. If the Parties are unable to agree to the form of ADR procedure, then VTA may determine the form of ADR procedure. The execution by the Parties of a DRB agreement under GC-8.2.2(a)(iv) (Dispute Review Board) shall at no time act as a waiver of the Parties rights under this GC-8.2.1 or otherwise prevent the Parties from agreeing to, or VTA directing, another form of ADR procedure to be utilized to resolve a Claim or other Dispute under this GC-8.2.1.
- (b) The results of any ADR with respect to a Dispute shall not be binding on either VTA or the Contractor.

8.2.2 Dispute Review Board

- (a) If the ADR procedure to be utilized for a Dispute is a dispute review board (DRB):

- (i) the DRB shall consist of one member selected by VTA, one member selected by the Contractor, and a third member selected by VTA and the Contractor or, if VTA and the Contractor fail to agree on a third member within 20 days of selection of the first 2 members, the third member shall be selected by the first 2 members. The third member shall be the chairperson of the DRB;
- (ii) the third member and chairperson of the DRB must be an attorney licensed to practice law in the State of California with at least 10 years' of experience actively engaged (at least half their practice) in advising on construction law matters or a retired member of the judiciary affiliated with an established dispute resolution service provider such as JAMS, ADR Services, Inc. or other similar service provider;
- (iii) each DRB member must be free from any conflict of interest with all of the Parties and shall not show any partiality or appearance of impropriety to either VTA or to the Contractor;
- (iv) if a DRB agreement has not previously been executed by the Parties with respect to this Contract, VTA, the Contractor, and the 3 DRB members shall execute a DRB agreement prior to the commencement of any DRB proceedings which shall provide a process for a fair hearing in accordance with this Contract. The DRB Agreement shall:
 - (A) incorporate the terms set out in this GC-8.2.2; and
 - (B) will include an express provision acknowledging that the execution by the Parties and the 3 DRB members of a DRB agreement shall at no time act as a waiver of the Parties rights under GC-8.2.1 (Selection of ADR Procedure) or otherwise prevent the Parties from agreeing to, or VTA directing, another form of Alternative Dispute Resolution procedure to be utilized to resolve a Claim or other Dispute under GC-8.2.1 (Selection of ADR Procedure);
- (v) every 6 months from the execution of a DRB agreement that remains in force and where the appointment of DRB members remains in effect, VTA and the Contractor will convene a meeting with the DRB members to provide a half-yearly report on the progress of the Work and other Project-related activity. Each such meeting shall be held virtually unless VTA and the Contractor agree that an in-person meeting will be required and notify the DRB members no later than 20 days prior to the meeting. The agenda for each such update meeting shall be defined in accordance with any applicable requirements under the DRB agreement or otherwise agreed by the Contractor and VTA and submitted to the DRB members no later than 10 Days prior to the meeting. Any and all discussions at the meeting shall be limited to those matters expressly listed in the agenda;
- (vi) a DRB hearing shall be held promptly after VTA and the Contractor have submitted a Dispute to the DRB and in any case within 30 days of referral unless a shorter or longer time is agreed on for a particular Dispute taking into consideration the urgency of the matter and its likely impact on the schedule, the particular circumstances of the matter; and the time required by VTA and the Contractor to prepare documentation regarding the Dispute;
- (vii) after the conclusion of the DRB hearings, but no later than 1 day from the conclusion of the DRB hearings unless a shorter or longer time is agreed on for a particular Dispute taking into consideration the urgency of the matter and its likely impact on the schedule, and the particular circumstances and complexity of the matter, the DRB shall submit to the Parties its written recommendations for the resolution of the referred Dispute;
- (viii) if VTA and the Contractor agree with the DRB's recommendations, they will enter into a Modification to implement such recommendations within 30 days of the DRB's written recommendations; and
- (ix) the DRB recommendations are of no force and effect and are inadmissible in any subsequent litigation or other action at law or in equity unless otherwise agreed by the Parties under GC-8.2.1(b) (Selection of ADR Procedure).

8.2.3 Mediation/ Facilitated Dispute Resolution

- (a) If the ADR procedure to be utilized for a Dispute is a mediation:
 - (i) the Parties shall mutually agree to and select a mediator or, if an agreement cannot be reached by the Parties within 10 Working Days of submittal of the Dispute to mediation,

- each Party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the Dispute;
- (ii) any mediator selected must be free from any conflict of interest with all of the Parties and shall not show any partiality or appearance of impropriety to either VTA or to the Contractor;
- (iii) unless otherwise agreed by the Parties under GC-8.2.1(b) (Selection of ADR Procedure), no mediator will be empowered to render a binding decision as to any Dispute or to make any findings or reduce their recommendations or decisions to writing;
- (iv) each mediation must be:
 - (A) administered in accordance with the American Arbitration Association ("AAA") Commercial Industry Mediation Rules and Procedures then in effect, as amended by the provisions of this GC-8.2.3;
 - (B) held in the Santa Clara County, California; and
 - (C) concluded within 30 of the date of selection of the mediator, or within such other time period as may be agreed to by the Parties (acting reasonably having regard to the nature of the Dispute), or at the discretion of the mediator having regard to the nature of the Dispute; and
- (v) if VTA and the Contractor reach agreement pursuant to a mediation, they will enter into a Modification to implement such recommendations.

8.2.4 Arbitration

If the ADR procedure to be utilized for a Dispute is an arbitration:

- (a) the arbitration must be conducted pursuant to the AAA Rules for Commercial Disputes or, if the Parties agree, the AAA Rules for Construction Disputes, or any other rules or procedures agreed by the Parties (the "**Rules of Arbitration**"), as amended by the provisions of this GC-8.2.4. The use of the rules promulgated by the AAA neither requires nor implies that the arbitration must be administered by the AAA;
- (b) unless the Parties agree that the arbitration of the Dispute will be conducted by a single arbitrator appointed by agreement of the Parties, one arbitrator will be selected by VTA, one arbitrator will be selected by the Contractor, and a third arbitrator, that will also be the chairperson, will be selected by the first 2 arbitrators;
- (c) the arbitration will take place in Santa Clara County, California and will be conducted in English;
- (d) the arbitration will not be limited to a review of any previous decision or recommendation of the Dispute Review Board and will be de novo. Discovery will be permitted in accordance with the Uniform Arbitration Act, California Code of Civil Procedure Section 1280, et seq. Any prior decision of the Dispute Review Board with respect to the referred Dispute may be submitted to the arbitration hearing only if agreed by the Parties;
- (e) the Parties agree to act in good faith to ensure that the hearing is completed within 120 days from the submittal of the Dispute to arbitration, and the arbitrator will be directed to issue a ruling within 30 days of the date of the completion of the hearing or to ensure that completion of the hearing or issuance of the ruling occurs within such other time periods as may be agreed to by the Parties (acting reasonably having regard to the nature of the Dispute) or at the discretion of the arbitrator(s) (having regard to the nature of the Dispute);
- (f) the award of the arbitrator will not be binding and the findings are inadmissible and may not be used by either Party in any concurrent or subsequent litigation or other action at law or in equity, unless otherwise agreed by the Parties under GC-8.2.1(b) (Selection of ADR Procedure); and
- (g) if the Parties accept the findings of the arbitration, the Parties will enter into a Modification to implement such findings.

8.2.5 Reserved

8.2.6 ADR Fees

VTA and the Contractor will share equally the fees and expenses of the ADR services and process, including administrative services, such as conference facilities and secretarial services. The Contractor must pay the

invoices for all such fees and expenses, after approval by both Parties. After receipt of the Contractor's paid invoice for ADR services, VTA shall reimburse the Contractor 50% of such paid invoices within 30 days.

8.2.7 Accord and Satisfaction

A Dispute (or part of a Dispute) resolved by a Modification (whether following negotiation or an ADR procedure) shall constitute a full accord and satisfaction.

8.3 Performance during Dispute

The Contractor must proceed diligently with performance of this Contract pending resolution of any Claim or other Dispute, appeal, or action ensuing under this Contract, except for any performance VTA's Authorized Representative determines by notice should be delayed, suspended, or terminated as a result of such Claim or Dispute.

GC-9 Audits and Records

9.1 Project Records

- (a) Comprehensive records and documentation relating to the Project must be kept by the Contractor and all Subcontractors. These records must include, but are not limited to this Contract, drawings, specifications, addenda, shop drawings and submittals, Change Orders, Modifications, test records, redline construction plans, as-built drawings, and cost and pricing data. The Contractor and Subcontractors must maintain such records for a period of 7 years from Final Payment.
- (b) The Contractor must maintain, in accordance with generally accepted accounting principles and Good Industry Practice, complete books, accounts, records, and data with respect to actual time devoted and costs incurred for the Work. Such documentation must be supported by properly executed payrolls, invoices, contracts, and vouchers evidencing in detail the nature and propriety of any charges. Such documentation must be sufficient to allow a proper audit of the Work. All checks, payrolls, invoices, contracts, and other accounting documents pertaining in whole or in part to the Work must be clearly identified and readily accessible at the Project Office (or such other location acceptable to VTA).
- (c) Any cost and pricing data must be complete and sufficiently detailed to allow evaluation of the accuracy and completeness, and to determine the applicable currency.

9.2 Audit

- (a) The Contractor must permit authorized representatives of VTA and other Government Entities to examine and audit all Project records and any Subcontracts under this Contract during the specified time period.
- (b) For the duration of this Contract and any Subcontract involving the expenditure of public funds in excess of \$10,000, and for a period of 3 years after Final Payment, VTA, its representatives, and the State Auditor will have the right to examine and audit this Contract and any Subcontract as well as any books, accounts, records, data, and other information to the extent required to verify the costs incurred where such costs are the basis for billings under this Contract. Upon reasonable request by VTA, the Contractor must provide such books, accounts, records, data, to VTA. VTA may conduct an in-person inspection or request such information with either 48 hours' prior Notice or unannounced/without prior notice where there is good faith suspicion of fraud or criminal activity. During any inspection or review, VTA may make extracts, take notes, copy, or otherwise deal with such information, subject to any confidentiality obligations under this Contract.
- (c) The Contractor represents and warrants the completeness and accuracy in all material respects of all information it or its agents provides in connection with any audit by VTA, and will require its Subcontractors to warrant the completeness and accuracy in all material respects of all information such Subcontractors provide in connection with such audits.
- (d) The Contractor must report indirect costs in accordance with the cost principles contained in 48 C.F.R. Part 31 and follow the uniform administrative requirements set forth in 2 C.F.R. Part 200, as modified by 2 C.F.R. Part 1201.
- (e) All records that relate to Disputes being processed or actions brought must be retained and made available until such Disputes and actions are finally resolved. Notwithstanding anything else to the contrary in this GC-9.2, the Contractor reserves the right to assert that information is legally exempt from disclosure or introduction into evidence in legal actions under Applicable Law.
- (f) VTA's audit rights also include the right to observe the business operations of the Contractor and its Subcontractors to confirm the accuracy of the books, records, and documents.
- (g) Any Subcontract under this Contract must include this GC-9.2.

9.3 Escrow Bid Documents

- (a) The EBDs must be submitted electronically with password protected PDF files on 2 separate USB drives. The Contractor must maintain possession of the passwords. At VTA's request, a physical copy of the EBDs must also be provided, which will be stored in a sealed, lockable, and fireproof

- container. The Contractor must maintain possession of the key. The EBDs will be stored with VTA at its Headquarter Offices, currently at 3331 North First Street, San José, CA.
- (b) The EBDs may be examined for sufficiency and completeness by both VTA and the Contractor, at any time deemed necessary by either VTA or the Contractor, for example, to assist in the negotiation of price adjustments and Change Orders, or the settlement of Disputes. Examination of the EBDs is subject to the following conditions:
- (i) as trade secrets, the EBDs are proprietary and confidential as described above;
 - (ii) VTA and the Contractor each must designate, in writing to the other Party a minimum of 10 calendar days prior to examination, representatives who are authorized to examine the EBDs. No other person will have access to the EBDs; and
 - (iii) access to the EBDs will take place only in the presence of duly designated representatives of both VTA and the Contractor.
- (c) In the event VTA determines that any data is missing, the Contractor must provide such data within 3 Working Days of the request, and at that time the additional data will be date stamped, labeled to identify it as supplementary EBD information, and added to the EBDs already held by VTA. The Contractor will have no right to add information to the EBDs except upon VTA's request.
- (d) VTA will maintain possession of the EBDs until all of the following have occurred: (a) expiration of the Contractor's warranties under the Contract or termination of the Work, as applicable; (b) all Disputes regarding the Contract have been settled; and (c) Final Payment has been made by VTA and accepted by the Contractor. When all of these conditions have been met, VTA will return the EBDs and the lockable container or the USB drives to the Contractor.

GC-10 Reserved

GC-11 Reserved

EXHIBIT 4 - REQUIRED REGULATORY CLAUSES

The Contractor must comply with the provisions listed in the table below notwithstanding the funding source for the Contract. Please see the table below for the applicability of each provision.

Section		Applicability	Applicable
1.0	Access to Records and Reports	All Contracts.	<input checked="" type="checkbox"/>
3.0	Civil Rights Laws and Regulations	All Contracts.	<input checked="" type="checkbox"/>
11.0	SAM Registration	All Contracts.	<input checked="" type="checkbox"/>
28.0	Government-wide Debarment and Suspension	(i) Contracts and Subcontracts at any level expected to equal or exceed \$25,000, as well as (ii) any Contract or Subcontract at any level for federally required auditing services.	<input type="checkbox"/>
33.0	Substance Abuse Requirements	Contracts for performance of safety-sensitive function, meaning the Contractor will (i) operate a revenue service vehicle, (ii) operate a nonrevenue service vehicle when required to be operated by a holder of a commercial driver's license, (iii) control dispatch or movement of a revenue service vehicle, (iv) maintain a revenue service vehicle or equipment used in revenue service, or (v) carry a firearm for security purposes.	<input type="checkbox"/>
36.0	ADA Access	Contracts for architect & engineer, operations/management, rolling stock purchases, and construction.	<input checked="" type="checkbox"/>

PART 1: RESERVED

1.0 ACCESS TO RECORDS, REPORTS, AND SITES

1.1 Flow Down

The requirements of this Section 1.0 apply to Subcontractors at every tier and must be included in each Subcontract entered into as part of the Contract. The Contractor must ensure compliance with this Section 1.0 by all of its Subcontractors.

1.2 Record Retention

The Contractor must retain and require its Subcontractors of all tiers to retain complete and readily accessible records related in whole or in part to the Contract including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, Subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.

1.3 Retention Period

The Contractor must comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor must maintain all books, records, accounts, and reports required under this Contract for a period of at not less than three years after the date of termination or expiration of the Contract, except in the event of litigation or settlement of claims arising from the performance of the Contract, in which case records must be maintained until the disposition of all such litigation, appeals, claims, or exceptions related thereto.

1.4 Access to Records

MTA, the U.S. Secretary of Transportation, the Comptroller General of the U.S., Caltrans, FTA, FHWA, or any duly authorized representative of the federal government having jurisdiction under federal laws or regulations (including the basis of federal funding in whole or in part) and their contractors must have access to any books, records, and documents of the Contractor, all Subcontractors, and the Contractor's independent CPA that are pertinent to the Contract for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof must be furnished if requested without limitation.

1.5 Access to the Site of Performance

The Contractor must permit a Federal Agency and its contractors to have access to the sites of performance under the Contract as reasonably may be required.

2.0 INSPECTION OF WORK

2.1 Flow Down

The requirements of this Section 2.0 apply to Subcontractors at every tier and must be included in each Subcontract entered into as part of the Contract. The Contractor must ensure compliance with this Section 2.0 by all of its Subcontractors.

2.2 Requirements

Under 49 U.S.C. § 5329, the Contractor and any Subcontractor must permit MTA and the Federal Agency if federal participating funds are used in this Contract to review and inspect the project activities and files at all reasonable times during the performance period of this Contract.

3.0 CIVIL RIGHTS LAWS AND REGULATIONS

3.1 Flow Down:

The requirements of this Section 3.0 apply to Subcontractors at every tier. The Contractor must include these requirements in each Subcontract entered into as part of the Contract. The Contractor must ensure compliance with this Section 3.0 by all of its Subcontractors.

3.2 Nondiscrimination

In accordance with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d et seq.), U.S. Department of Transportation (DOT) regulations at 49 C.F.R. Part 21 and USDOT Order 1050.2A (Title VI Assurances) (as further described in Section 22.0 (Title VI Assurances)), and federal transit law at 49 U.S.C. § 5332, the Contractor must not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age. In addition, the Contractor agrees to comply with applicable federal implementing regulations and other implementing requirements the Federal Agency may issue.

3.3 Race, Color, Religion, National Origin, Sex

In accordance with Title VII of the Civil Rights Act, as amended (42 U.S.C. § 2000e et seq.) and federal transit laws at 49 U.S.C. § 5332, the Contractor must comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor". The Contractor agrees to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). In addition, the Contractor must comply with any implementing requirements the Federal Agency may issue.

3.4 Age

In accordance with the Age Discrimination in Employment Act of 1967, as amended (29 U.S.C. §§ 621–634), U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act" (29 C.F.R. Part 1625), the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance" (45 C.F.R. Part 90), and federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain

from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements the Federal Agency may issue.

3.5 Disabilities

In accordance with section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), the Americans with Disabilities Act of 1990, as amended (42 U.S.C. § 12101 et seq.), the Architectural Barriers Act of 1968, as amended (42 U.S.C. § 4151 et seq.), and federal transit law at 49 U.S.C. § 5332, the Contractor must not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements the Federal Agency may issue.

4.0 FLY AMERICA

4.1 Flow Down

The requirements of this Section 4.0 apply to Subcontractors at every tier. The Contractor must include the substance of this Section, including this Section 4.1 in each Subcontract or purchase under the Contract that may involve international air transportation. The Contractor must ensure compliance with this Section 4.0 by all of its Subcontractors.

4.2 Definitions

For the purpose of this Section:

- (a) "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.
- (b) "United States" or "U.S." means the 50 States, the District of Columbia, and outlying areas.
- (c) "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.
- (d) Use of U.S.-Flag Air Carriers: Pursuant to section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118; also known as the Fly America Act), the Contractor and all of its Subcontractors at every tier must use U.S.-flag air carriers for international air transportation of personnel (and their personal effects) or property to the extent that service by those carriers is available. The Contractor understands that the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, will disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

4.3 Statement of Unavailability of U.S.-Flag Air Carriers

In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor must include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403.

[State reasons]:

4.4 Code Share Agreement

The Contractor is permitted to use transportation on a foreign air carrier when provided by a foreign air carrier under a code share agreement when the ticket identifies the U.S. air carrier's designator code and flight number.

4.5 Air Transportation Agreement

The Contractor is permitted to use transportation by a foreign air carrier if there is a bilateral or multilateral air transportation agreement to which the U.S. Government and a foreign government are parties and which the U.S. DOT has determined meets the requirements of the Fly America Act.

5.0 NO GOVERNMENT OBLIGATION TO THIRD PARTIES

5.1 Flow Down

The requirements of this Section 5.0 apply Subcontractors at every tier and must be included in each Subcontract entered into as part of the Contract. The Contractor must ensure compliance with this Section 5.0 by all of its Subcontractors.

5.2 No Obligation

The Contractor acknowledges that, notwithstanding any concurrence by the federal government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the federal government, the federal government is not a party to the Contract and will not be subject to any obligations or liabilities of VTA, the Contractor, or any other party (whether or not a party to the Contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include this acknowledgement in each Subcontract financed in whole or in part with federal assistance provided by a Federal Agency. It is further agreed that the acknowledgement will not be modified except to identify the Subcontractor who will be subject to its provisions.

6.0 DISPUTES, BREACHES, AND DEFAULTS

6.1 Flow Down

The requirements of this Section 6.0 apply to Subcontractors at every tier and must be included in each Subcontract entered into as part of the Contract. The Contractor must ensure compliance with this Section 6.0 by all of its Subcontractors.

6.2 Disputes

VTA and the Contractor intend to resolve all disputes under the Contract to the best of their abilities in an informal manner. To accomplish this end, the parties will use an alternative dispute resolution process to resolve disputes in a manner designed to avoid litigation. In general, the parties contemplate that the alternative dispute resolution process will include, at a minimum, an attempt to resolve disputes through communications between their staffs, and, if resolution is not reached at that level, a procedure for review and action on such disputes by appropriate management level officials within VTA's and the Contractor's organization. In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Pending final settlement of any dispute, the parties must proceed diligently with the performance of the Contract and in accordance with VTA's direction or decisions made thereof.

6.3 Performance During Dispute

Unless otherwise directed by VTA, the Contractor must diligently continue performance under the Contract while matters in dispute are being resolved.

6.4 Remedies

The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder will be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by VTA or the Contractor will constitute a waiver of any right or duty afforded any of them under the Contract or constitute an approval of or acquiescence in any breach thereunder except as may be specifically agreed in writing.

7.0 CHANGES TO FEDERAL REQUIREMENTS

7.1 Flow Down

The requirements of this Section 7.0 apply to Subcontractors at every tier and must be included in each Subcontract entered into as a part of the Contract. The Contractor must ensure compliance with this Section 7.0 by all of its Subcontractors.

7.2 Requirements

The Contractor must at all times comply with all applicable FTA regulations, policies, procedures, and directives including, without limitation, those listed directly or by reference in the Master Agreement between VTA and FTA as they may be amended or promulgated from time to time during the term of the Contract. The Contractor's failure to comply will constitute a material breach of the Contract.

8.0 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

8.1 Flow Down

The requirements of this Section 8.0 apply to Subcontractors at every tier and must be included in each Subcontract entered into as part of the Contract. The Contractor must ensure compliance with this Section 8.0 by all of its Subcontractors.

8.2 Representation

The Contractor represents that neither the Contractor nor its Subcontractors will provide or use covered telecommunications equipment or services as a substantial or essential component of any system or as critical technology as part of any system, in accordance with section 889 of the John S. McCain National Defense Authorization Act, in the performance of this Contract.

8.3 Definitions

- (a) "Covered telecommunications equipment or services" means any of the following:
 - (i) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
 - (ii) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
 - (iii) Telecommunications or video surveillance services provided by such entities or using such equipment; or
 - (iv) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of the People's Republic of China.
- (b) "Substantial or essential component" means any component necessary for the proper function or performance of a piece of equipment, system, or service. "Critical technology" includes those critical technologies listed in 48 C.F.R. § 52.204-25, subpart (a).

9.0 COST PRINCIPLES AND ADMINISTRATIVE REMEDIES

9.1 Flow Down

The requirements of this Section 9.0 apply to Subcontractors at every tier and must be included in each Subcontract entered into as part of the Contract. The Contractor must ensure compliance with this Section 9.0 by all of its Subcontractors.

9.2 Requirements

- (a) The Contractor agrees:
 - (i) that 48 C.F.R. Part 31, Contract Cost Principles and Procedures, will be used to determine the allowability of individual terms of cost; and
 - (ii) to comply with federal procedures in accordance with 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- (b) Any costs for which payment has been made to the Contractor that are determined by subsequent audit to be unallowable under 48 C.F.R. Part 31 or 2 C.F.R. Part 200 are subject to repayment by the Contractor to VTA.
- (c) When a Contractor or Subcontractor is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards will apply.

10.0 PROHIBITED PRODUCTS

10.1 Flow Down

The requirements of this Section 10.0 apply to Subcontractors at every tier. The Contractor must include this Section 10.0 in each Subcontract entered into as part of the Contract. The Contractor must ensure compliance with this Section 10.0 by all of its Subcontractors.

10.2 Requirements

So long as section 889 of the National Defense Authorization Act of 2019 (H.R. 5515 at pp. 282-284; Pub. L. 115-232) or any comparable statute is effective, the Contractor shall not commit any of the following actions:

- (a) deliver, install, or include any prohibited product under the Contract;
- (b) propose to deliver, install, or include any prohibited product under the Contract;
- (c) enter into a new contract (or extend or renew a contract) to procure or obtain any prohibited product; or
- (d) provide any prohibited product to VTA.

10.3 Definitions

For the purpose of this Section:

- (a) "prohibited product" is defined as any telecommunication or video surveillance equipment, systems, or services that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- (b) "covered telecommunications equipment or services" means telecommunication or video surveillance equipment, systems, or services, produced, or provided by any of the following entities:
 - (i) Huawei Technologies Company;
 - (ii) ZTE Corporation;
 - (iii) Hytera Communications Corporation;
 - (iv) Hangzhou Hikivision Digital Technology Company;
 - (v) Dahua Technology Company;
 - (vi) any subsidiary or affiliate of the entities mentioned in this Section; and
 - (vii) any entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of the People's Republic of China.

11.0 SAM REGISTRATION

11.1 Flow Down

The requirements of this Section 11.0 apply to Subcontractors at every tier and must be included in each Subcontract entered into as part of the Contract. The Contractor must ensure compliance with this Section 11.0 by all of its Subcontractors.

11.2 Requirements

The Contractor must register and maintain an active registration with the U.S. Government's System for Award Management (SAM) in order to do business with VTA. Such registration may be completed at the following web address: <https://www.sam.gov/SAM/pages/public/index.jsf>.

12.0 SAFE OPERATION OF MOTOR VEHICLES

12.1 Flow-Down

The requirements of this Section 12.0 apply to Subcontractors at every tier and must be included in each Subcontract entered into as part of the Contract. The Contractor must ensure compliance with this Section 12.0 by all of its Subcontractors.

12.2 Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or VTA.

12.3 Distracted Driving

The Contractor must adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer and driving a vehicle the driver (a) owns, leases, or rents; (b) a vehicle the Contractor owns, leases, or rents; or (c) a privately-owned vehicle when on official business in connection with the work performed under the Contract.

12.4 Motor Carrier Safety

Financial Responsibility. The Recipient agrees to comply and assures that its Third Party Participants will comply with the economic and insurance registration requirements of the:

- (a) U.S. Federal Motor Carrier Safety Administration (U.S. FMCSA) regulations, "Minimum Levels of Financial Responsibility for Motor Carriers," 49 CFR Part 387, if it is engaged in operations requiring compliance with 49 CFR Part 387, it is engaged in interstate commerce, and it is not within a defined commercial zone; and
- (b) The provisions of 49 U.S.C. § 31138(e)(4), which supersede inconsistent provisions of 49 CFR Part 387, and reduce the amount of insurance the Recipient must obtain to the highest amount required by any state in which the public transportation provider operates, if it operates within a public transportation service area located in more than one state, and receives federal assistance under 49 U.S.C. §§ 5307, 5310, and 5311.

U.S. FMCSA Requirements. The Recipient agrees to comply and assures that its Third Party Participants will comply with:

- (a) The safety requirements of U.S. FMCSA regulations, "Federal Motor Carrier Safety Regulations," 49 CFR Parts 390 – 397, to the extent applicable; and
- (b) The driver's license requirements of U.S. FMCSA regulations, "Commercial Driver's License Standards, Requirements, and Penalties," 49 CFR Part 383, and "State Compliance with Commercial Driver's License," 49 CFR Part 384, to the extent applicable, with the substance abuse requirements and guidance of U.S. FMCSA's regulations, "Controlled Substances and Alcohol Use and Testing," 49 CFR Part 382, and implementing federal guidance, to the extent applicable.

13.0 CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

13.1 Flow Down

The requirements of this Section 13.0 apply to Subcontractors at every tier and must be included in each Subcontract entered into as part of the Contract. The Contractor must ensure compliance with this Section 13.0 by all of its Subcontractors.

13.2 Requirements

The Contractor must:

- (a) Not use any violating facilities;
- (b) Report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities";
- (c) Report violations of use of prohibited facilities to the Federal Agency and the appropriate EPA Regional Office; and
- (d) Comply with the inspection and other requirements of the Clean Air Act, as amended (42 U.S.C. §§ 7401–7671q); and the Federal Water Pollution Control Act, as amended (33 U.S.C. §§ 1251–1387).

14.0 LOBBYING RESTRICTIONS

14.1 Flow Down

The requirements of this Section 14.0 apply to Subcontractors at every tier if such Subcontract has a total value of \$100,000 or more and must be included in each applicable Subcontract entered into as part of the Contract. The Contractor must ensure compliance with this Section 14.0 by all of its Subcontractors.

14.2 Certification

The Contractor must file the certification required by 49 C.F.R. Part 20, "New Restrictions on Lobbying". The Contractor must certify that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of VTA, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. The Contractor must also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that federal contract, grant, or award covered by 31 U.S.C. § 1352. Such disclosures must be forwarded to VTA. The Contractor must ensure that all of its Subcontractors under this Contract must certify the same. VTA is responsible for keeping the certification of the Contractor, who is in turn responsible for keeping the certification forms of Subcontractors.

15.0 NOTIFICATION REGARDING FALSE CLAIMS, FRAUD, WASTE, ABUSE, AND OTHER LEGAL MATTERS

15.1 Flow Down

The requirements in this Section 15.0 apply to all Subcontractors at every tier, and must be included in all Subcontracts entered into for the performance of this Contract. In the Subcontracts, this Section 15.0 may not be modified except to identify the Subcontractor who will be subject to this Section 15.0. The Contractor must ensure compliance with this Section 15.0 by all of its Subcontractors.

15.2 Notification

- (a) The Contractor agrees to promptly notify the FTA Chief Counsel and the FTA Regional Counsel for Region IX if it has knowledge of:
 - (i) any current or prospective legal matter that may affect the federal government, including but not limited to, a major dispute, breach, default, litigation, or naming the federal government as a party to litigation or a legal disagreement in any forum for any reason; or
 - (ii) any matters that may affect the federal government, including but not limited to, the federal government's interests in the federal award supporting this Contract, this Contract and any amendments thereto, or the federal government's administration or enforcement of federal laws, regulations, and requirements.
- (b) The Contractor further agrees to promptly notify the FTA Chief Counsel, the FTA Regional Counsel for FTA Region IX, and the U.S. DOT Office of Inspector General if it has knowledge of potential fraud, waste, or abuse occurring on a project receiving assistance from FTA, including but not limited to knowledge that a person has or may have:
 - (i) submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or
 - (ii) committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation, embezzlement, bribery, gratuity, or similar misconduct involving federal assistance.
- (c) The Contractor further agrees to promptly notify VTA of any matter described above that relates to this Contract or any other federally assisted agreement between the Contractor and VTA.

15.3 Definitions

For the purpose of this Section:

- (a) "Knowledge", as used in this section includes, but is not limited to, knowledge of a criminal or civil investigation by a federal, state, or local law enforcement or other investigative agency, a

criminal indictment or civil complaint, probable cause that could support a criminal indictment, or any other credible information in the Contractor's possession.

- (b) "Promptly", as used in this section, means to refer information without delay and without change.

16.0 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

16.1 Flow Down

The requirements of this Section 16.0 apply to Subcontractors at every tier if the relevant Subcontract involves the making, presenting, or submitting of covered claims and statements. The Contractor must include Sections 16.2 and 16.3 in each Subcontract financed in whole or in part with federal assistance provided by FTA. The Contractor must not modify the clauses except to identify the Subcontractor who will be subject to the provisions. The Contractor must ensure compliance with this Section 16.0 by all of its Subcontractors.

16.2 Program Fraud Civil Remedies Act

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended (31 U.S.C. § 3801 et seq.) and U.S. DOT regulations, "Program Fraud Civil Remedies" (49 C.F.R. Part 31) apply to its actions pertaining to the Contract. Upon execution of the Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the Contract or the FTA assisted project for which the Contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the federal government deems appropriate.

16.3 False or Fraudulent Statements

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the federal government under a contract connected with a project that is financed in whole or in part with federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor to the extent the federal government deems appropriate.

17.0 INCORPORATION OF FTA TERMS

17.1 Flow Down

The requirements of this Section 17.0 apply to Subcontractors at every tier. The Contractor must include this Section 17.0 in each Subcontract entered into as part of the Contract. The Contractor must ensure compliance with this Section 17.0 by all of its Subcontractors.

17.2 Standard Terms and Conditions

The provisions in this Section 17 include, in part, certain standard terms and conditions required by DOT, whether or not expressly set forth herein. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1 G and the Master Agreement or any revision thereto, are hereby incorporated by reference and made a part of the Contract, except to the extent FTA determines otherwise in writing. Anything to the contrary herein notwithstanding, all FTA-mandated terms are deemed to control in the event of a conflict with other provisions contained in the Contract. The Contractor must not perform any act, fail to perform any act, or refuse to comply with any VTA requests that would cause VTA to be in violation of any FTA terms and conditions.

17.3 Compliance with Applicable Law

The Contractor must at all times comply with all applicable federal laws and regulations, including without limitation FTA regulations, policies, procedures and directives, including those listed directly or by reference in Applicable Grant Agreements between VTA and FTA, as they may be amended or promulgated from time to time during the term of a Contract. The Contractor's failure to so comply with such FTA requirements will constitute a material breach of a Contract.

17.4 Compliance with 49 C.F.R. Part 21

- (a) **Incorporation of Provisions**

The Contractor must include the provisions of paragraphs Section 17.4(b) through Section 17.4(e) in every Subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant to the Regulations.

The Contractor must take such action with respect to any Subcontract or procurement as VTA, Caltrans (if applicable), or USDOT may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor as a result of such direction, the Contractor may request VTA (or Caltrans, if applicable) enter into such litigation to protect their interests, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- (b) **Compliance with Regulations**

The Contractor must comply with the regulations relative to nondiscrimination in federally assisted programs of the USDOT, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, which are incorporated into this Contract by reference and made a part of this Contract.
- (c) **Nondiscrimination**

The Contractor, with regard to the Work performed by it during the Contract, must not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of Subcontractors, including procurements of materials and leases of equipment. The Contractor must not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. § 21.5.
- (d) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment**

In all solicitations either by competitive bidding or negotiation made by the Contractor for Work to be performed under a Subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier must be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (e) **Information and Reports**

The Contractor must provide all information and reports required by the Regulations, or directives issued pursuant to the Regulations, and must permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by VTA (or Caltrans or USDOT, if applicable) to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor must so certify to VTA, Caltrans, or USDOT, as appropriate, and the certification must set forth what efforts the Contractor has made to obtain the information.

18.0 TRAFFICKING IN PERSONS

18.1 Flow Down

The requirements of this Section 18.0 apply to Subcontractors at every tier and must be included in each Subcontract entered into as part of the Contract. The Contractor must ensure compliance with this Section 18.0 by all of its Subcontractors.

18.2 Requirements

Pursuant to section 4(f)(3) of the FTA Master Agreement dated April 25, 2025, the Contractor agrees:

- (a) to inform VTA of any information it receives from any source alleging a violation of the prohibitions listed in section 4(f)(4) of the FTA Master Agreement dated April 25, 2025; and
- (b) that it and its employees that participate in the performance of this Contract, may not:
 - (i) engage in severe forms of trafficking in persons during the period of time that the Contract is in effect;
 - (ii) procure a commercial sex act during the period of time that the Contract is in effect; or
 - (iii) use forced labor in the performance of this Contract or Subcontracts thereunder.

19.0 CHARTER SERVICE

19.1 Flow Down

The requirements of this Section 19.0 apply to Subcontractors that perform public transit operations services. The Contractor must include the substance of this Section 19.0 in each Subcontract that may involve operating public transit services. The Contractor must ensure compliance with this Section 19.0 by all of its Subcontractors.

19.2 Compliance with Federal Law

The Contractor must comply with 49 U.S.C. §§ 5323(d), 5323(r), and 49 C.F.R. Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service except as permitted under:

- (a) Federal transit laws, specifically 49 U.S.C. § 5323(d);
- (b) FTA regulations, "Charter Service", 49 C.F.R. Part 604;
- (c) Any other federal Charter Service regulations; or
- (d) Federal guidance, except as FTA determines otherwise in writing.

19.3 Violations

If the Contractor engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on the Contractor. These corrective measures and remedies may include:

- (a) Barring the Contractor or any Subcontractor operating public transportation under its award that has provided prohibited charter service from receiving federal assistance from FTA;
- (b) Withholding an amount of federal assistance; or
- (c) Any other appropriate remedy that may apply.

20.0 PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS

20.1 Flow Down

The requirements of this Section 20.0 apply to Subcontractors at every tier and must be included in each Subcontract entered into as part of the Contract. The Contractor must ensure compliance with this Section 20.0 by all of its Subcontractors.

20.2 Requirements

The Contractor must comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

- (a) U.S. DOL Certification
Under this Contract or any amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.
- (b) Special Warranty
U.S. DOL will provide a Special Warranty for the award associated with the Contract. The U.S. DOL Special Warranty is a condition of the Contract.
- (c) Special Arrangements
The conditions of 49 U.S.C. § 5333(b) do not apply to the Contractor in its provision of public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated into the Contract as required.

21.0 INCORPORATION OF FHWA FORM 1273 AND OTHER CALTRANS AND FEDERAL REQUIREMENTS

21.1 Flow Down

The requirements of this Section 21.0 apply to Subcontractors at every tier. The Contractor must include this Section 21.0 in each Subcontract entered into as part of the Contract. The Contractor must ensure compliance with this Section 21.0 by all of its Subcontractors.

21.2 FHWA Form 1273 and other Federal Requirements

- (a) If a Contract includes federal funding through FHWA, then it must expressly incorporate the terms of FHWA Form 1273. The unmodified FHWA Form 1273 must be physically incorporated into each executed Contract, Subcontract, and subsequent lower-tier Subcontracts. The Contractor warrants and represents that it has read and understands, and will comply with, each and every one of the requirements in Form FHWA 1273 and all other Federal Requirements. The Contractor must not perform any act, fail to perform any act, or refuse to comply with any VTA requests which would cause VTA to be in violation of any Federal Requirements.
- (b) In its performance under the Contract, the Contractor will comply with all of the California Department of Transportation (Caltrans)/ FHWA clauses identified in this Exhibit as well as the Local Assistance Procedures Manual (LAPM), including Exhibit 12-G, Required Federal-Aid Contract Language, as may be amended from time to time.

21.3 Definitions

- (a) Whenever in the FHWA Form 1273 references are made to:
 - (i) "authority", "agency", "authority or agency with which this transaction originated", or "contracting agency", such references will be construed to mean VTA except where a different authority or agency or officer is specified.
 - (ii) "contracting officer" or "authorized representative", such references will be construed to mean VTA or the VTA Representative;
 - (iii) "contractor", "prime contractor", "bidder", "Federal-aid construction contractor", "prospective first tier participant", or "first tier participant", such references will be construed to mean the Contractor, the Contractor Representative, or a Subcontractor, as may be appropriate under the circumstances; and
 - (iv) "contract", "Federal-aid construction contract", or "design-build contract", such references will be construed to mean any Subcontract to which the FHWA requirements apply.
- (b) For the purpose of this Section, "Federal Requirements" means and includes FHWA Form 1273, each of the additional provisions set forth in Required Federal Clauses, and all other applicable federal laws and regulations including without limitation USDOT regulations, policies, procedures, and directives, including those listed directly or by reference in applicable financial assistance agreements or grant agreements as they may be amended or promulgated from time to time during the term of this Contract. These Federal Requirements may change and the changed Federal Requirements will apply to this Contract as required unless the Federal Government determines otherwise. The Contractor's failure to comply with the Federal Requirements will be a material breach of this Contract.

22.0 TITLE VI ASSURANCES

22.1 Flow Down

The requirements of this Section 22.0 apply to Subcontractors at every tier and must be included in each Subcontract entered into as part of the Contract. The Contractor must ensure compliance with this Section 22.0 by all of its Subcontractors.

22.2 Requirements

If VTA receives full or partial federal financial assistance from DOT for a program, then VTA must include the following provisions from U.S. Department of Transportation Order No.1050.2A (Title VI Assurances) for work related to that DOT-assisted program:

- (a) the following notification in all solicitations for bids, Requests for Proposals for work, or materials made in connection with the DOT-funded, and in adapted form, in all proposals for negotiated agreements regardless of funding source:
Santa Clara Valley Transportation Authority, in accordance with the provisions s of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 US. C.§§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.
- (b) Appendices A and E of the Title VI Assurances in all subsequent contracts in the DOT-assisted program;
- (c) Appendix B of the Title VI Assurances as a covenant running with the land in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to VTA;
- (d) Appendices C and D of the Title VI Assurances as a covenant running with the land in any future deeds, leases, licenses, permits, or similar instruments entered into by VTA with other parties for:
 - (i) the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - (ii) the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

23.0 BUY AMERICA REQUIREMENTS

23.1 Flow Down

The requirements of this Section 23.0 apply to Subcontractors at every tier and must be included in each Subcontract entered into as part of the Contract. The Contractor must ensure compliance with this Section 23.0 by all of its Subcontractors.

23.2 General Requirements

The Contractor must comply with 49 U.S.C. § 5323(j), FTA requirements in 49 C.F.R. Part 661 (if applicable), FHWA requirements in 23 C.F.R. § 635.410 (if applicable), which provide that federal funds may not be obligated unless all steel, iron, and manufactured products used in Federal Agency-funded projects are produced in the United States, unless a waiver has been granted by the Federal Agency or the product is subject to a general waiver. [General waivers are listed in 49 C.F.R. § 661.7.]

23.3 Rolling Stock Requirements

Separate requirements for rolling stock are set out for FTA-assisted Contracts and Subcontracts at 49 U.S.C. § 5323(j)(2)(C) and for FHWA-assisted Contracts and Subcontracts at 49 C.F.R. § 661.11.

24.0 PRE-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES UNDER BUY AMERICA

24.1 Flow Down

The requirements of this Section 24.0 apply to Subcontractors at every tier and must be included in each Subcontract entered into as part of the Contract. The Contractor must ensure compliance with this Section 24.0 by all of its Subcontractors.

24.2 FTA Requirements for Pre-Award and Post-Delivery Audits of Rolling Stock Purchases

- (a) The Contractor must comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. Part 663. The Contractor must comply with the Buy America certification(s) submitted with its bid/proposal. The Contractor will participate and cooperate in any pre-award and post-delivery audits performed pursuant to [49 C.F.R. Part 663 and related FTA guidance].

- (b) For more information about pre-award and post-delivery audit requirements, please go to FTA's Buy America page on its website.

24.3 FHWA Requirements for Pre-Award and Post-Delivery Audits of Rolling Stock Purchases

- (a) The Contractor must comply with 49 U.S.C. § 5323(m) and FHWA's implementing regulation at 23 C.F.R. § 635.410.
- (b) For more information about pre-award and post-delivery audit requirements, please go to FHWA's Buy America page on its website.

25.0 CARGO PREFERENCE REQUIREMENTS

25.1 Flow Down

The requirements of this Section 25.0 apply to Subcontractors at every tier. The Contractor must include the requirements of this Section 25.0 in all Subcontracts that may involve the transport of equipment, material, or commodities by ocean vessel. The Contractor must ensure compliance with this Section 25.0 by all of its Subcontractors.

25.2 United States-Flag Commercial Vessels

The Contractor must use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved whenever shipping any equipment, material, or commodities pursuant to the Contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.

25.3 Bill-of-Lading

The Contractor must furnish within 20 business days following the date of loading for shipments originating within the United States or within 30 business days following the date of loading for shipments originating outside the United States a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to VTA (through the Contractor in the case of a Subcontractor's bill-of-lading).

26.0 ANTI-KICKBACK

26.1 Flow Down

The requirements of this Section 26.0 apply to Subcontractors at every tier and must be included in each Subcontract entered into as part of the Contract. The Contractor must ensure compliance with this Section 26.0 by all of its Subcontractors.

26.2 Requirements

The Contractor must comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145 and 18 U.S.C. § 874), as supplemented by U.S. DOL regulations at 29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States". The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

27.0 CONTRACT WORK HOURS AND SAFETY STANDARDS

27.1 Flow Down

The requirements of this Section 27.0 apply to Subcontractors at every tier and must be included in each Subcontract entered into as part of the Contract. The Contractor must ensure compliance with this Section 27.0 by all of its Subcontractors.

27.2 Contract Work Hours and Safety Standards

The Contractor must comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701–3708), as supplemented by the U.S. DOL regulations at 29 C.F.R. Part 5. Under 40 U.S.C. § 3702 of the Contract Work Hours

and Safety Standards Act, the Contractor must compute the wages of every mechanic and laborer, including watchmen, guards, and workers performing services in connection with dredging or rock excavation. (40 U.S.C. § 3701).

(a) Overtime requirements

No Contractor or Subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages

In the event of any violation of Section 27.2(a) (Overtime requirements), the Contractor and any Subcontractor responsible therefor will be liable for the unpaid wages and interest from the date of underpayment. In addition, the Contractor and Subcontractor will be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages will be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of Section 27.2(a) (Overtime requirements), in the sum of \$33 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by Section 27.2(a) (Overtime requirements).

(c) Withholding for unpaid wages and liquidated damages

(i) Withholding Process

VTA may, upon its own action or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the Contractor or any Subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this Section of this Contract, any other federal contract with the Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the Contractor. The necessary funds may be withheld from the Contractor under this Contract, any other Federal contract with the Contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the Contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the Contractor's liability for which the funds were withheld.

(ii) Priority Withheld Funds

The U.S. Department of Labor has priority to funds withheld or to be withheld in accordance with 29 C.F.R. § 5.5(a)(2)(i) or 29 C.F.R. § 5.5(b)(3)(i), or both, over claims to those funds by:

- (A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (B) A contracting agency for its procurement costs;
- (C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (D) A contractor's assignee(s);
- (E) A contractor's successor(s); or
- (F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

(d) Subcontracts

The Contractor or Subcontractor shall insert in any Subcontracts the Sections 27.2(a) through 27.2(e) and also a clause requiring Subcontractors to include these clauses in any lower tier Subcontracts. The Contractor will be responsible for compliance by any Subcontractor or lower tier Subcontractor with Sections 27.2(a) through 27.2(e). In the event of any violations of these requirements, the Contractor and any Subcontractors responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier Subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(e) Anti-Retaliation

- (i) It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- (A) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 C.F.R. Part 5;
- (B) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 C.F.R. Part 5;
- (C) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 C.F.R. Part 5; or
- (D) Informing any other person about their rights under CWHSSA or 29 C.F.R. Part 5.

(f) **Safety: Accident Prevention**

In accordance with 40 U.S.C. 3704, the Contractor and Subcontractors shall not permit any laborer or mechanic employed in the performance of the Contract to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous to health or safety.

27.3 Contract Work Hours and Safety Standards for Awards Not Involving Construction

The Contractor must comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)", 29 C.F.R. Part 5.

- (a) The Contractor and Subcontractors shall maintain regular payrolls and other basic records during the course of the work and shall preserve them for a period of three years after all the work on the Contract is completed for all laborers and mechanics, including guards and watchpersons, working on the Contract. Such records shall contain the name; last-known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed, hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid. Such records shall be made available by the Contractor and Subcontractors for inspection, copying, or transcription by authorized representatives of VTA and the U.S. Department of Labor, and the Contractor and subcontractors will permit such representatives to interview employees during working hours on the job.
- (b) The Contractor must require the inclusion of the language of this clause within Subcontracts of all tiers.

28.0 GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

28.1 Flow Down

The requirements of this Section 28.0 apply to Subcontractors at every tier and must be included in each Subcontract entered into as part of the Contract. The Contractor must ensure compliance with this Section 28.0 by all of its Subcontractors.

28.2 Requirements

If the Contractor and/or any of its Subcontractors enter into covered transactions with a participant at the next lower level, the Contractor and/or its Subcontractor, as applicable, must require that participant to:

- (a) comply with subpart C of 2 C.F.R. Part 180, as supplemented by 2 C.F.R. Part 1200; and
- (b) pass the requirement to comply with subpart C of 2 C.F.R. Part 180 to each person with whom the participant enters into a covered transaction at the next lower tier.

28.3 Nonprocurement Suspension and Debarment Regulations

The Contractor must comply and facilitate compliance with U.S. DOT regulations set forth in "Nonprocurement Suspension and Debarment", 2 C.F.R. Part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)", 2 C.F.R. Part 180. These provisions apply to the Contract and to (i) any Subcontract at any tier of \$25,000 or more, and (ii) each Contract at any tier for a federally required audit (irrespective of the contract amount), and (iii) each Contract at any tier that must be approved by a Federal Agency official irrespective of the contract amount.

28.4 Certification

By executing this Contract, the Contractor hereby certifies that its principals, affiliates, and Subcontractors are eligible to participate in the federally funded Contract and are not presently declared by any federal department or agency to be:

- (a) Debarred from participation in any federally assisted award;
- (b) Suspended from participation in any federally assisted award;
- (c) Proposed for debarment from participation in any federally assisted award;
- (d) Declared ineligible to participate in any federally assisted award;
- (e) Voluntarily excluded from participation in any federally assisted award; or
- (f) Disqualified from participation in any federally assisted award.

This certification is a material representation of fact relied upon by VTA. If it is later determined by VTA that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to VTA, the federal government may pursue available remedies including, but not limited to, suspension and/or debarment.

29.0 PATENT RIGHTS AND RIGHTS IN DATA

29.1 Flow Down

The requirements of this Section 29.0 apply to Subcontractors at every tier if the relevant Subcontract meets the definition of a research-type project under 37 C.F.R. § 401.2. The Contractor must include these requirements in each Subcontract for experimental, developmental, or research work financed in whole or in part with federal assistance. The Contractor must ensure compliance with this Section 29.0 by all of its Subcontractors.

29.2 Intellectual Property Rights

- (a) Certain patent rights and data rights apply to all subject data first produced in the performance of the Contract. The Contractor grants VTA intellectual property access and licenses deemed necessary for the work performed under the Contract and in accordance with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements", and any implementing regulations issued by the Federal Agency or U.S. DOT.
- (b) The terms of an intellectual property agreement and software license rights must be finalized prior to execution of the Contract and must, at a minimum, include the following restriction:
Except for its own internal use, the Contractor may neither publish or reproduce subject data in whole or in part, or in any manner or form, nor authorize others to do so, without the written consent of the Federal Agency, until such time as the Federal Agency may have either released or approved the release of such data to the public.
 - (i) This restriction on publication, however, does not apply to any contract with an academic institution.
 - (ii) For purposes of the Contract, the term "subject data" means recorded information, whether or not copyrighted, that is delivered or specified to be delivered by the Contract.

29.3 Federal Government License

- (a) The federal government reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes", any subject data or copyright described as follows:
 - (i) Any subject data developed under the Contract, whether or not a copyright has been obtained; and

- (ii) Any rights of copyright purchased by the Contractor using federal assistance in whole or in part by the Federal Agency.
- (b) "Federal Government Purposes" means use only for the direct purposes of the federal government. The federal government may not extend its federal license to any other party without the copyright owner's consent.
- (c) Nothing contained in this clause on rights in data will imply a license to the federal government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the federal government under any patent.

29.4 Publicization

Unless the Federal Agency determines otherwise, the Contractor must permit the Federal Agency to make available to the public either the Federal Agency's license in the copyright to any subject data developed in the course of the Contract or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract will become subject data as defined herein and will be delivered as the federal government may direct.

29.5 Indemnification

Unless prohibited by state law, upon request by the federal government, the Contractor must indemnify, save, and hold harmless the federal government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. The Contractor must indemnify the federal government for any such liability arising out of the wrongful act of any employee, official, or agents of the federal government.

29.6 Exemption

Data developed by the Contractor and financed entirely without using federal assistance provided by the federal government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.

30.0 RECYCLED PRODUCTS

30.1 Flow Down

The requirements of this Section 30.0 apply to Subcontractors at every tier if the Subcontract involves the purchase of EPA-designated items valued at \$10,000 or more, and must be included in each applicable Subcontract entered into as part of the Contract. The Contractor must ensure compliance with this Section 30.0 by all of its Subcontractors.

30.2 Requirements

The Contractor will provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with section 6002 of the Resource Conservation and Recovery Act, as amended (42 U.S.C. § 6962) and EPA, "Comprehensive Procurement Guideline for Products Containing Recovered Materials" (40 C.F.R. Part 247).

31.0 SCHOOL BUS OPERATIONS

31.1 Flow Down

The requirements of this Section 31.0 apply to Subcontractors at every tier. The Contractor must include the substance of this clause in each Subcontract under the Contract that may operate public transportation services. The Contractor must ensure compliance with this Section 31.0 by all of its Subcontractors.

31.2 Requirements

- (a) The Contractor will comply with 49 U.S.C. § 5323(f) and 49 C.F.R. Part 605 and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses except as permitted under:
 - (i) federal transit laws, specifically 49 U.S.C. § 5323(f);
 - (ii) FTA regulations, "School Bus Operations", 49 C.F.R. Part 605;
 - (iii) any other federal school bus regulations; or
 - (iv) federal guidance, except as FTA determines otherwise in writing.
- (b) When operating exclusive school bus service under an allowable exemption, the Contractor may not use federally funded equipment, vehicles, or facilities.

31.3 Violations

If the Contractor violates this Section 31.0, FTA may:

- (a) bar the Contractor from receiving federal assistance for public transportation; or
- (b) require the Contractor to take such remedial measures as FTA considers appropriate.

32.0 SEISMIC SAFETY

32.1 Flow Down

The requirements of this Section 32.0 apply to Subcontractors at every tier and must be included in each Subcontract entered into as part of the Contract. The Contractor must ensure compliance with this Section 32.0 by all of its Subcontractors.

32.2 Requirements

The Contractor must design and construct any new building or additions to existing buildings in accordance with the standards for Seismic Safety required in DOT Seismic Safety Regulations at 49 C.F.R. Part 41 and certify to compliance to the extent required by the regulation. The Contractor must ensure that all work performed under the Contract, including work performed by a Subcontractor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued under the Contract.

33.0 SUBSTANCE ABUSE REQUIREMENTS

33.1 Flow Down

The requirements of this Section 33.0, along with VTA's Drug and Alcohol Policy, apply to Subcontractors at every tier that require the performance of a safety-sensitive function and must be included in each Subcontract entered into as part of the Contract. The Contractor must ensure compliance with this Section 33.0 by all of its Subcontractors.

33.2 Drug and Alcohol Testing Program

The Contractor must establish and implement a drug and alcohol testing program that complies with 49 C.F.R. Part 655; produce any documentation necessary to establish its compliance with 49 C.F.R. Part 655; and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of California or VTA, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. Part 655 and review the testing process.

33.3 Certification

The Contractor must certify annually its compliance with 49 C.F.R. Part 655 before December 15 and submit the Management Information System (MIS) reports on a quarterly basis (by March 30th; June 30th; Sept 30th, and Dec 31st) and the Annual MIS report by March 10th to:

Linda Durham

Employee Relations Manager

3331 North First Street-Building B1, San Jose, CA 95134

To certify compliance, the Contractor must use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

34.0 NOT USED

35.0 CONFORMANCE WITH I.T.S. NATIONAL ARCHITECTURE

35.1 Flow Down

The requirements of this Section 35.0 apply to Subcontractors performing ITS project work at every tier and must be included in each Subcontract entered into as part of the Contract. The Contractor must ensure compliance with this Section 35.0 by all of its Subcontractors.

35.2 Requirements

- (a) Except as otherwise permitted or determined by FTA in writing, the Contractor must conform to the National ITS Architecture and Standards of 23 U.S.C. § 517(d), as amended by MAP-21.
- (b) The Contractor must comply with FTA Notice, "Federal Transit Administration National ITS Architecture Policy on Transit Projects", 66 FR 1455, January 8, 2001, and all other applicable federal guidance.

36.0 ADA ACCESS

36.1 Flow Down

The requirements of this Section 36.0 apply to Subcontractors at every tier and must be included in each Subcontract entered into as part of the Contract. The Contractor must ensure compliance with this Section 36.0 by all of its Subcontractors.

36.2 Requirements

The Contractor agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), as amended (42 U.S.C. § 12101 et seq.); section 504 of the Rehabilitation Act of 1973, as amended; 29 U.S.C. § 794; 49 U.S.C. § 5301(6); 49 C.F.R. Parts 27, 37, 38, and 39 and any implementing requirements and regulations FTA may issue. These regulations provide that no disabled individual, solely by reason of disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity included in or resulting from this Contract.

36.3 ADA Accessible Information and Communications

Any and all Contractor Submittals or other notices the Contractor delivers to VTA pursuant to this Contract must be prepared and delivered in a format that is accessible to individuals with disabilities and comply with applicable accessibility standards as required by (i) the Americans with Disabilities Act of 1990 (ADA); 28 C.F.R. Parts 35 and 36; 49 C.F.R. Part 37; Section 504 of the Rehabilitation Act of 1973; California's Unruh Civil Rights Act; and WCAG 2.1 Level AA success criteria and conformance, such as text readability, the use of appropriate headings, alt text for images, sufficient color contrast, proper document structure, and compatibility with assistive technologies (e.g. ability to be read by screen readers).

37.0 VETERANS PREFERENCE

37.1 Flow Down

The requirements of this Section 37.0 apply to Subcontractors at every tier and must be included in each Subcontract entered into as part of the Contract. The Contractor must ensure compliance with this Section 37.0 by all of its Subcontractors.

37.2 Requirements

To the extent practicable, the Contractor agrees that it and its Subcontractors:

- (a) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the requisite skills and abilities to perform the construction work required under a third-party contract in connection with a capital project supported with funds appropriated or made available for 49 U.S.C. chapter 53; and
- (b) Will not be required to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

38.0 DOMESTIC PREFERENCES FOR PROCUREMENTS

38.1 Flow Down

The requirements of this Section 38.0 apply to Subcontractors at every tier and must be included in agreements with Subcontractors, including all contracts and purchase orders for work or products under this Contract. The Contractor must ensure compliance with this Section 38.0 by all of its Subcontractors.

38.2 Requirements

Pursuant to 2 C.F.R. § 200.322, the Contractor should, to the greatest extent practicable under this Contract and as appropriate and to the extent consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States.

39.0 ENERGY CONSERVATION

The Contractor must comply with any mandatory standards and policies relating to energy efficiency, which are contained in California state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. § 6321 et seq.

40.0 NATIONAL TRANSIT DATABASE

For each fiscal year the Recipient receives or provides to any public transportation operator federal assistance appropriated or made available for 49 U.S.C. § 5307 (including the Passenger Ferry Grant Program) or any provision of 49 U.S.C. § 5311 (including the Tribal Transit Program):

- (a) Reporting Requirements. The Recipient agrees to, and assures that it will require any person that receives benefits directly from its Award (including the public transportation operators participating in its Award), the accompanying Underlying Agreement, and any Amendments thereto:
 - (i) To facilitate compliance with 49 U.S.C. § 5335(a), which authorizes the National Transit Database (NTD);
 - (ii) To conform to the NTD reporting system and the Uniform System of Accounts and Records;
 - (iii) To comply with FTA regulations, “Uniform System of Accounts and Records and Reporting System,” 49 CFR Part 630;
 - (iv) To report when required to the National Transit Database in accordance with FTA regulation 49 CFR Part 630, “National Transit Database,” and applicable FTA instructions: (A) Any information relating to a transit asset inventory or condition assessment conducted by the Recipient; and (B) Such other information as FTA may require; and
 - (v) To comply with any other applicable reporting regulations, and requirements, and
 - (vi) To follow FTA guidance.

PART 2: REQUIRED LOCAL/STATE TERMS

1.0 VTA ADMIN. CODE

The Contractor warrants and represents that it has read and understands Chapter 9 (Procurement) and the Code of Ethics as defined in Chapter 2, Article VII of the VTA Administrative Code (the "VTA Admin. Code"), and will comply with each and every one of those requirements in accordance with their terms to the extent that they are applicable to contractors doing business with VTA.

2.0 DOCUMENTS AND WRITTEN REPORTS

2.1 In accordance with Gov. Code § 7550(a), any document or written report prepared in whole or in part by nonemployees of VTA must 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 VTA exceeds \$5,000.

2.2 The contract and subcontract numbers and dollar amounts must be contained in a separate section of the document or written report.

3.0 RETENTION OF RECORDS/AUDITS

3.1 For the purpose of determining compliance with Gov. Code § 8546.7, the Contractor, Subcontractors, and VTA must maintain all books, documents, papers, accounting records, independent Certified Public Accountant (CPA) audited ICR workpapers, and other evidence pertaining to the performance of the Contract including, but not limited to, the costs of administering the Contract.

3.2 All parties, including the Contractor's independent CPA, must make such workpapers and materials available at their respective offices at all reasonable times during the Contract period and for three years from the date of final payment under the Contract, and records for real property and equipment acquired with federal funds must be retained for three years after final disposition.

4.0 COMPLIANCE WITH CALIFORNIA GOVERNMENT CODE SECTIONS 1090 ET SEQ. AND 87100 ET SEQ.

The Contractor must comply with all applicable provisions of California Government Code Sections 1090 et seq. and 87100 et seq. Without reducing or affecting its obligation to comply with any and all of said provisions, the Contractor specifically covenants:

4.1 the Contractor must not cause or permit any member, officer, or employee of VTA to have any financial interest in the Contract;

4.2 the Contractor must not enter into any Subcontract involving services or property with a person or business prohibited from transacting such business with VTA; and

4.3 the Contractor warrants and represents that to its knowledge no Board member, officer, or employee of VTA has any interest, whether contractual, non-contractual, financial, or otherwise, in this Contract, or in the business or any other contract or transaction of the Contractor or any Subcontractor and that if any such interest comes to the Contractor's knowledge at any time, the Contractor must make a full and complete disclosure of all such information in writing to VTA.

5.0 CAMPAIGN CONTRIBUTIONS

Neither the Contractor nor its agents may give or offer to give any campaign contribution to any member of VTA's Board of Directors in accordance with California Government Code Section 84300 et seq.

6.0 NONDISCRIMINATION

- 6.1 The Contractor's signature affixed herein and dated will constitute a certification under penalty of perjury under the laws of the State of California that the Contractor has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990, 2 CCR § 11102, and California Civil Code § 51.
- 6.2 In accordance with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d et seq.), during the performance of this Contract, the Contractor, its employees, and its Subcontractors may not deny the Contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), genetic information, marital status, sex, gender, gender identity, gender expression, age (over 40), sexual orientation, or military and veteran status, nor may they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), genetic information, marital status, sex, gender, gender identity, gender expression, age (over 40), sexual orientation, military and veteran status, or the denial of family care leave. The Contractor and Subcontractors must ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- 6.3 The Contractor and Subcontractors must comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated thereunder (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139, and the regulations or standards adopted by VTA to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§11099-11141, are incorporated into this Contract by reference and made a part hereof as if set forth in full.
- 6.4 The Contractor and its Subcontractors must permit access by representatives of the California Civil Rights Department and the VTA upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, all other sources of information, and its facilities as said Department or VTA may require to ascertain compliance with this clause.
- 6.5 The Contractor and its Subcontractors must give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- 6.6 The Contractor must include the non-discrimination and compliance provisions of this clause in all Subcontracts to perform work under this Contract.
- 6.7 The Contractor must comply with Section 1735 of the California Labor Code, which reads as follows:
"A contractor shall not discriminate in the employment of persons upon public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as otherwise provided in Section 12940 of the Government Code. Every contractor for public works who violates this Section is subject to all the penalties imposed for a violation of this chapter."

7.0 WHISTLEBLOWER REQUIREMENTS

- 7.1 The Contractor must not adopt any rule, regulation, or policy preventing an employee from disclosing information to a government or law enforcement agency, where the employee believes the information discloses violation or noncompliance with a State or federal regulation; nor may the Contractor retaliate against an employee for taking such actions as set forth in the California Labor Code Section 1101 et seq.
- 7.2 The Contractor must comply with any other applicable whistleblower requirements under California Labor Code Section 1101 et seq.

8.0 CALIFORNIA PUBLIC RECORDS ACT

8.1 Ownership and applicability

- (a) Unless otherwise expressly provided in this Contract, all records, documents, drawings, plans, specifications, and all other information relating to the conduct of VTA's business, including all information and documents submitted by the Contractor ("Records"), will become the exclusive property of VTA.
- (b) VTA's use and disclosure of Records is governed by California Government Code Section 7920.000 et seq. (the "California Public Records Act" or "CPRA").
- (c) Records are subject to the California Public Records Act and therefore public records are subject to disclosure. Records may only be withheld pursuant to a qualifying exemption as specified in the California Public Records Act. As required by section 7921.005 of the California Public Records Act, VTA at its discretion will make the ultimate decision as to whether or not any Records qualify for an exemption from release pursuant to the California Public Records Act.
- (d) VTA will not be obligated to advise the Contractor as to the nature or content of Records that may qualify for a legal exemption from disclosure under the California Public Records Act.

8.2 Contractor Assertion of a Qualifying Exemption Pursuant to the California Public Records Act

- (a) If the Contractor considers that any Records qualify for a legal exemption from disclosure pursuant to the California Public Records Act, the Contractor may clearly and conspicuously mark all such information as "CPRA Exempt". Blanket or categorical redactions or statements of confidentiality, or the marking of each page of a Record as "CPRA Exempt" are not appropriate, and will not serve as a basis for VTA to consider withholding the Record.
- (b) To help facilitate VTA review of Records for California Public Records Act compliance purposes, the Contractor may submit a separate copy of each Record to VTA with redactions to information that the Contractor considers qualify for an exemption from disclosure specified in the California Public Records Act, as contemplated in, and subject to the limitations described in, this Section 8.2.

8.3 VTA Disclosure of Records

- (a) If VTA receives a California Public Records Act request for all or a part of any Records that the Contractor has marked "CPRA Exempt", VTA may:
 - (i) determine that it will disclose all or a part of the requested Records to the requestor, in which case:
 - (A) before disclosing Records in response to said request, VTA will use reasonable efforts to inform the Contractor of its intention to provide such Records; and
 - (B) if the Contractor wishes to prevent disclosure of the requested Records, the Contractor may independently pursue legal action to obtain a court order enjoining the disclosure of the requested Records, in which event, VTA will at its sole discretion decide what legal action, if any, VTA will pursue in the context of the Contractor's legal action; or
 - (ii) determine that it will withhold all or a part of the requested Records, in which case the requestor may pursue legal action to obtain a court order determining the requested Records are not exempt from disclosure under the California Public Records Act, in which event, VTA will at its sole discretion decide what legal action, if any, VTA will pursue regarding the requestor's legal action.
- (b) The Contractor is hereby placed on notice that VTA considers pricing information submitted with a Price Proposal or included in a Subcontract, wage information, and labor information submitted to VTA, including any US Employment Plan or US Employment Plan quarterly reports (collectively "Price and Wage Information"), to be public records that are subject to disclosure under the California Public Records Act. Upon receipt of a California Public Records Act request for any Price and Wage Information, VTA will immediately make such information available, regardless of any marking of "CPRA Exempt" by the Contractor.

8.4 Confidential Review by Court

Notwithstanding anything to the contrary in this Section 8.0, the Contractor authorizes VTA to file or lodge any Records with the California Superior Court or any other court of competent jurisdiction for confidential (in camera) judicial review.

9.0 PAYMENT OF PREVAILING WAGES/REPORTING

- 9.1 If this Contract involves public works, this Contract is subject to the provisions of California law regarding public works, including, but not limited to California Labor Code Sections 227, 1021, and 1720 through and including 1861, together with all applicable regulations (e.g. Title 8 California Code of Regulations, Section 16001 et seq.). In addition to the requirements for payment of prevailing wages, this Contract, if federally funded, is also subject to payment of prevailing wages under federal law by the Davis Bacon Act, as determined by the U.S. Department of Labor, and the decision to award this Contract is conditioned upon acceptance of wage determination. All pertinent federal and state statutes and regulations, including but not limited to those referred to above are hereby incorporated by reference into this document as though set forth in their entirety.
- 9.2 The Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations (the "DIR"). The DIR's general prevailing wage rates for Santa Clara County are available from the DIR website at <http://www.dir.ca.gov/>.
- 9.3 In the event of a conflict between the prevailing wage under State law as determined by California authorities, and the prevailing wage under federal law as determined by the U.S. Department of Labor (if applicable), the Contractor must pay at minimum the highest of the two wages.
- 9.4 Prevailing Wage Reporting System. VTA may require, at time of award, the Contractor to utilize VTA's online "Prevailing Wage Reporting System," in lieu of hard copy manual submittals, for the following documents:
- (a) Certified Payroll and other related documents (if applicable);
 - (b) Project Labor Agreement related documents (if applicable); and
 - (c) Construction Careers Policy monthly reports and related documents (if applicable).

10.0 RESERVED

11.0 CERTIFICATES OF REPORTED COMPLIANCE FOR FLEET VEHICLES

- 11.1 Pursuant to section 2449(i) of Title 13, California Code of Regulations, the Contractor agrees to provide VTA with a Certificate of Reported Compliance (or certify that a Certificate of Reported Compliance is not required) for any fleet of vehicles used by the Contractor in the performance of the Work with a diesel-fueled or alternative diesel-fueled off-road compression-ignition engine with maximum power (max hp) of 25 horsepower (hp) or greater provided that the vehicle cannot be registered and driven safely on-road or was not designed to be driven on-road. The Contractor can register and report its emissions standards in the DOORS reporting system to receive its certification.
- 11.2 For the purpose of this Section, "Certificate of Reported Compliance" means the Certificate of Reported Compliance with the Regulation for In-Use Off-Road Diesel-Fueled Fleets provided by the California Air Resources Board in accordance with section 2449(n) of Title 13, California Code of Regulations.

12.0 SAFETY

- 12.1 The Contractor must comply with OSHA regulations applicable to Contractor regarding necessary safety equipment or procedures. The Contractor must also comply with safety instructions issued by VTA. The Contractor personnel must wear hard hats and safety vests at all times while working on the construction project site.
- 12.2 Pursuant to the authority contained in Vehicle Code §591, VTA has determined that such areas are within the limits of the project and are open to public traffic. The Contractor must comply with all of the

requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The Contractor must take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

13.0 RESERVED

14.0 RESERVED

15.0 Prohibitions on Contingent Fees

15.1 The Contractor warrants that no person or Contractor representative has been specifically employed or retained to solicit or obtain this Contract in exchange for a Contingent Fee, except a bona fide employee or bona fide agent. A breach or violation of this warranty will be considered a breach of Contract. In addition to any rights and remedies otherwise provided for in the Contractor by law, VTA may deduct from the Total Contract Price or consideration, or otherwise recover, the full amount of the Contingent Fee.

15.2 "Bona fide agent", as used in this Section 15.0, means an established commercial or selling entity that is maintained by the Contractor for the sole purpose of securing business and that neither exerts nor proposes to exert improper influence to solicit or obtain VTA contract(s) nor holds itself out as being able to obtain any VTA contract(s) through improper influence.

15.3 "Bona fide employee", as used in this Section 15.0, means a person who is employed by the Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance and who neither exerts nor proposes to exert improper influence to solicit or obtain VTA contract(s) nor holds itself out as being able to obtain any VTA contract(s) through improper influence.

15.4 "Improper influence," as used in this Section 15.0, means any influence that induces or tends to induce a VTA employee, officer, contractor, subcontractor, VTA's authorized representative, or consultant to give consideration or to act regarding a VTA Contract on any basis other than the merits of the matter.

16.0 California Air Resources Board Advanced Clean Fleet

16.1 This Section applies to Contracts for vehicles with a gross vehicle weight rating greater than 8,500 lbs. and light-duty package delivery vehicles.

16.2 Vehicles purchased under this Contract may be subject to the California Air Resources Board Advanced Clean Fleet regulations. Such vehicles may therefore be subject to requirements to reduce emissions of air pollutants. For more information, please visit the CARB Advanced Clean Fleets webpage at <https://ww2.arb.ca.gov/our-work/programs/advanced-clean-fleets>.

17.0 VTA Ethics Hotline

17.1 VTA's Ethics Hotline is available 24/7/365 for VTA employees and those doing business with VTA to report anonymously, securely, and without fear of retribution, suspected unethical behavior, such as fraud, waste, abuse, theft, misconduct, or any violation of company policy, law, or regulation. Reports to the VTA Ethics Hotline are evaluated, investigated, or referred by an independent third party.

17.2 Anonymous reports can be submitted to:
(a) Website: vta.ethicaladvocate.com; or
(b) Telephone: (844) 845-0153

18.0 SENSITIVE SECURITY INFORMATION

The Contractor must comply with the agency-wide VTA Policy 600.015 on Sensitive Security Information for any as Sensitive Security Information the Contractor possesses or generates in the performance of the Work, as defined in 49 C.F.R. 1520.5.

A copy of Policy 600.015 will be furnished by VTA to the Contractor upon request or otherwise available to the Contractor.

EXHIBIT 5 - RESERVED

EXHIBIT 6 - BUSINESS DEVELOPMENT PROGRAM

1.0 Small Business Enterprise Program Statement – No Set Goal

It is the policy of VTA to ensure that SBE firms, as defined in 13 C.F.R. Part 121 and 49 C.F.R. Part 26, have the maximum practicable opportunity to participate in the performance of VTA contracts and subcontracts. VTA maintains an SBE Program consistent with these regulations and has established an aspirational annual SBE utilization goal of nineteen percent (19%). By executing this Contract, the Contractor agrees to cooperate with and assist VTA in meeting the overall SBE participation.

2.0 Non-Discrimination

The Contractor shall make VTA's contracting requirements known to Subcontractors, vendors and suppliers who are certified or accepted as certifiable as an SBE firm, as well as to non-SBE firms, and shall provide a practical opportunity for all firms to participate in this Contract.

3.0 Substitution of SBE Subcontractors by non-SBE Contractor

For SBE subcontractors on state or locally funded public works contracts, substitution procedures are governed by California Public Contract Code § 4100 et seq., known as the "Subletting and Subcontracting Fair Practices Act." This state law outlines the conditions under which a listed Subcontractor may be replaced and includes specific notice, justification, and objection provisions applicable to SBE firms.

3.1 Prior Written VTA Consent

The Contractor shall not terminate or reduce the scope of work committed to a certified SBE firm without the prior written consent of VTA, unless a valid cause for such action exists. This includes any attempt to remove or underrun a listed SBE Subcontractor's work that is not the result of a material modification to the Contract by VTA.

This requirement applies in all cases, including but not limited to instances where the Contractor proposes to self-perform the work originally designated for an SBE Subcontractor, or reassign it to an affiliate, a non-SBE firm, or a different SBE firm.

3.2 Substitution Process

The Contractor shall make Good Faith Efforts to find another SBE Subcontractor or supplier to substitute for the original SBE that is unwilling or unable to perform the work. The efforts employed by the Contractor shall be those that one could reasonably expect a Contractor to take if the Contractor were actively and aggressively trying to engage a certified SBE firm to substitute for an SBE firm that has to be replaced and shall include the following:

- (a) The Contractor shall immediately notify VTA in writing of its intent to substitute or replace a SBE firm, including providing a detailed explanation of the reasons for the proposed substitution, prior to any solicitation or advertisement for replacement firms. A copy of the notice shall be provided to OBDP.
- (b) VTA will provide written notice to the SBE firm of the Contractor's request for substitution and of the reasons therefore and they will be requested to provide any written objections within 5 working days.
- (c) The Contractor shall utilize the California SBE Uniform Certification Program database for identifying certified SBE firms for solicitation.
- (d) The Contractor shall provide a written explanation to OBDP justifying the adequacy of the number of certified SBE firms solicited.
Initial written solicitations shall be directed to certified SBE firms located within Santa Clara County, its contiguous counties, and the counties of Sacramento and San Joaquin ("local firms"). If additional outreach is warranted, the Contractor shall expand solicitations to certified SBE firms located outside the designated local area, as appropriate.
- (e) The Contractor shall contact the SBE firms solicited to determine with certainty whether the firms are interested in bidding on the Project. This follow-up shall be documented with telephone logs, fax logs or other written documentation and submitted to OBDP.

- (f) The Contractor shall provide OBDP with the following information:
- A list and copies of all SBE and non-SBE responses to the solicitation, including all bids/proposals received.
 - If a bid/proposal is rejected by the Contractor, the reasons for the rejection.
 - If the Contractor rejected an SBE firm as unqualified, a description of the qualification assessment conducted by the Contractor and the factors considered.

3.3 Sanctions for Non-Compliance

If the Contractor fails to use Good Faith Efforts to replace an SBE firm with another SBE firm, the Contractor may be subject to the imposition of a sanction for non-compliance of up to 15% of the value of the work of the Subcontractor or supplier replaced.

3.4 VTA Program Plan

Refer to the VTA Program Plan for detailed information regarding the Subcontractor substitution process: SBE Program Plan: <https://www.vta.org/sites/default/files/2025-03/Small%20Business%20Enterprise%20Program%20Plan%20-%20031325.pdf>

4.0 Reports

4.1 Monthly SBE Utilization Reports

The Contractor must submit monthly SBE utilization reports electronically to OBDP utilizing the B2Gnow system. These reports shall be submitted electronically and the Contractor must document the dollar value of payments to SBE firms and the percentage of the Contract completed. VTA will monitor the Contract for compliance with SBE requirements.

The reporting system is web-based, accessible at: <https://vta.sbdbe.com>.

The Contractor and each Subcontractor will receive an email providing log on identification, and a temporary password and instructions on how to use the system. OBDP will provide training to the Contractor's designated program administrator upon request. Other assistance from VTA will be provided upon request. The Contractor must include this requirement in all of its Subcontracts and purchase orders when required to provide or verify SBE utilization documentation.

4.2 Final SBE Utilization Report

Prior to final payment, the Contractor will be required to submit a final SBE utilization report. In addition to payments to any SBE firms, the final report must include payments to and other information about all other businesses, including non-SBE Subcontractors, suppliers of materials, trucking firms, consultants and other firms.

4.3 Failure to Submit Reports

Failure by the Contractor to submit required reports as described above may be considered grounds for a determination by VTA of non-responsibility in consideration of the Contractor's eligibility to bid/propose on, or be awarded, future work.

5.0 Prompt Payment

Prompt payment provisions are set out in GC-5 (Payment) and GC-10.29.3 (Prompt Payment to Contractor) of the General Conditions.

6.0 Enforcement Actions

VTA will consider actions under its own legal authority, including responsibility determinations in any future contracts, if VTA becomes aware of any false, fraudulent, or dishonest conduct in connection with its Business Development Program.

Attachment 1: Instructions for SBE Websites

VTA's OBDP provides a link to a searchable database of VTA- and CUCP-certified SBE firms, sortable by NAICS code, work category, or location. To access the database, visit <https://vta.sbdbbe.com>.

Under the "Search Directory of Certified Firms" section, click on either:

- "Search Directory of CUCP DBE Certified Firms"; or
- "Search Directory of SBE Certified Firms."

Only certified SBE firms listed in CUCP's databases will be counted toward the applicable Contract Goal.

Additionally, Bidders/Proposers may search for firms holding Small Business ("SB") Micro certification by visiting VTA's OBDP webpage. To access the database, visit <https://vta.sbdbbe.com>.

Under the "Search Directory of Certified Firms" section, click on:

- "Search Directory of SB (Micro) Certified Firms."

The link will take you to the California DGS Office of Small Business and Disabled Veteran Business Enterprise Services ("OSDS") website: <https://caleprocure.ca.gov/pages/sbdvbe-index.aspx>

On the homepage, click "Search for Firms"

1. Enter Search Criteria

On the Supplier Search page, you can search by:

- Business Name or partial name
- Certification Type (select "SB" or "Micro" under "Small Business")
- Keywords (e.g., services or product types)
- Department of Industrial Relations Number (if applicable)
- Location (City, County, or ZIP code)
- NAICS or UNSPSC Codes (to refine by industry type)

2. Filter by Certification Type

- Under the "Certification Type" dropdown:
- Select "Small Business (SB)" to see all SB-certified firms
- Select "Microbusiness (SB-Micro)" to narrow results to only Micro-certified firms
- You may select both if you're interested in viewing all small business types

3. Run the Search

- Click the "Search" button at the bottom of the page to generate a list of certified vendors that match your criteria.

4. Review Results

The search results will display:

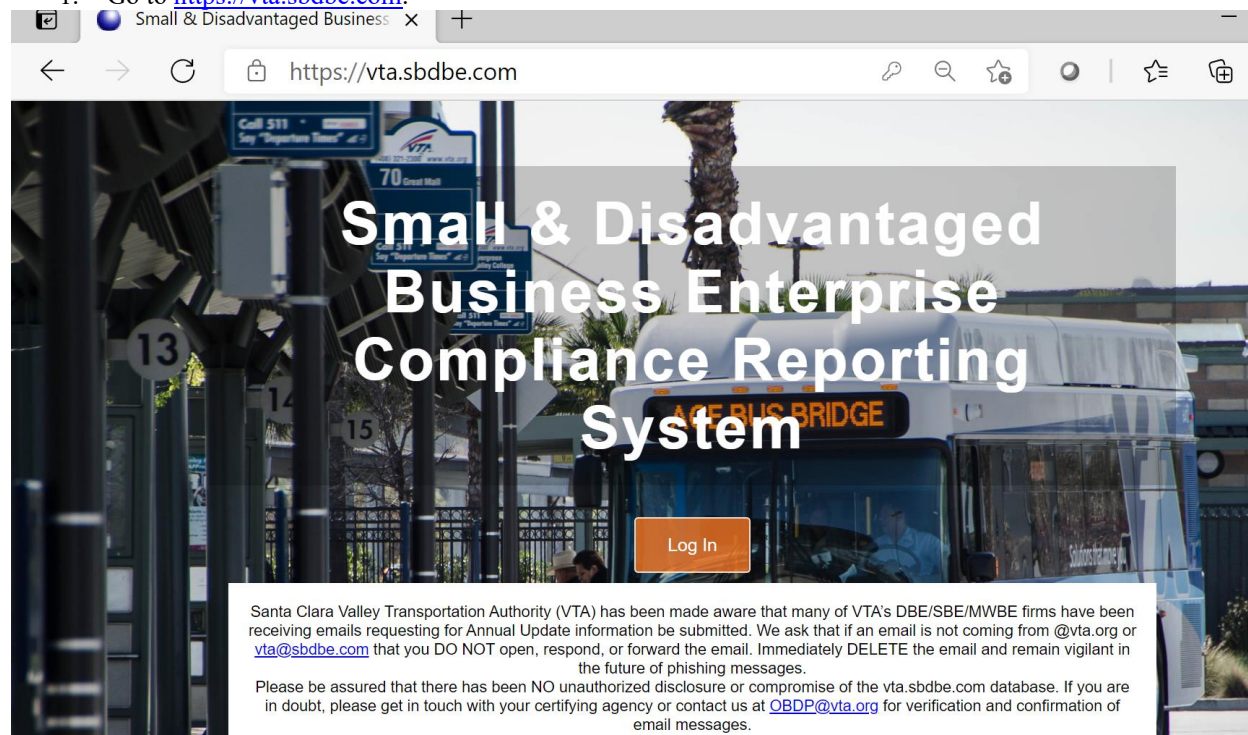
- Business name
- Certification type (SB, SB-Micro,)
- Contact information
- Certification expiration date
- Description of services/products
- You can export the results into Excel by clicking the "Export to Excel" button for documentation or further analysis.

5. Verify Status

- Always ensure the firm's certification is active and not expired by checking the certification expiration date.
- You can also click the company name to view a detailed profile that includes additional firm information and business classifications.

To search for a certified Small Business Enterprise (SBE) from the VTA Office of Business Development Program website, using the California Unified Certification Program (CUCP) database, follow the steps below:

1. Go to <https://vta.sdbbe.com>.



2. Scroll down the page to “ Search Directory of Certified Firms.” Select and click the box for the type of Certified Firms, you are looking for. If you are looking for an SBE firm, click on the box that says “ Search Directory of SBE Firm”. The link, will take you to the CUCP database
 1. On the CUCP page, select the link that says “Search for Firms in the California UCP Database.” This will take you to the searchable directory.
 2. Select Your Search Criteria
You can search using a variety of filters, including:
 - **Business Name** – if you are looking for a specific firm.
 - **NAICS Code** – to find firms that perform specific types of work.
 - **Work Category** – based on the service or trade (e.g., electrical, construction management).
 - **Geographic Area** – such as by county or city.
 - **Certification Type** – select “SBE”.
 3. Submit Your Search
 4. After entering your criteria, click “Search” at the bottom of the page. A list of firms that match your criteria will appear.
 5. Review the Results
 6. The search results will include:
 - Firm Name
 - Contact Information
 - Certification Type and Expiration Date
 - NAICS Codes and Work Descriptions
3. View Firm Details
To view more details about a firm, click on the firm’s name. This will show you the firm’s full certification profile, including agency that certified them and contact details.

Vendor Certification

Search and/or join our database of certified vendors

Apply for / Renew Certification

Search Directory of Certified Firms

Search our database of certified vendors

Search Directory of CUCP DBE Certified Firms

Search Directory of SBE Certified Firm

System Training

Learn how to fully utilize our system with a live trainer

Training

Account Access

Lookup Vendor accounts or reset user passwords

Account Lookup

Forgot Password

About the System

Learn more about this system and how it works today

Information for Vendors

For additional assistance, you may also contact the VTA's Office of Business Development Programs at

OBDP@vta.org

Additionally, you can also access CUCP database of certified Small Business Enterprise (SBE) firm at:

<https://dot.ca.gov/programs/civil-rights/dbe-search>

- Once you select the search directory of Certified SBE Firms, the California Unified Certification Program (CUCP) page will open. Select "Search for Certified Firms."

California Unified Certification Program

Welcome to the California Unified Certification Program Certification Portal! The CAUCP is responsible for DBE certification in the state of California and provides firms with "one-stop" shopping.

To apply for DBE certification you may contact any one of the ten CUCP Certifying Partners: Los Angeles County Metropolitan Transit Authority (LA Metro), San Diego County Regional Airport Authority (SDCRAA), San Francisco Bay Area Rapid Transit District (BART), San Francisco International Airport (SFO), San Francisco Municipal Transportation Agency (SFMTA), San Mateo County Transit District (SAMTrans), Santa Clara Valley Transportation Authority (VTA), City of Los Angeles, City of Fresno, California Department of Transportation (Caltrans) - by clicking on their logo.

Vendor Certification

Search our database of DBE/ACDBE certified vendors

Find a California Certifying Agency

Search for Certified Firms

System Training

Learn how to fully utilize our system with a live trainer

Training

California Work Codes

Click the link below to view the California Work Codes Guide

Work Code Guide

- Unselect the "Airport Concessionaire Disadvantaged Business Enterprise (ACDBE)" then scroll down and click on the "Click to Lookup Commodity Codes". Type in the search box for a particular NAICS code and click on Search. It will populate and will list all categories in that particular code. Select ADD and hit the button named "FINISHED".

Example screenshot below:

Search by Commodity Code

COMMODITY CODES

Click to Lookup Commodity Codes

Search Commodity Codes

Click any **Add** link to select a code. You can also search again, sort the list, or click **Browse Codes** to browse through the entire code list. If multiple codesets are available, you can change the selected codeset in the drop down list under the search box. Click **Browse Codes** to view the code set list. When finished, click **Finish** to close this panel.

541611

Search

Browse Codes

Finished

Select Commodity Codeset:

NAICS: North American Industry Classification System

To sort, click column title.


Actions	Code Type	Code	Code Description
Add	NAICS	541611	Administrative Management and General Management Consulting Services
Add	NAICS	541611	Administrative management consulting services
Add	NAICS	541611	Business management consulting services
Add	NAICS	541611	Business start-up consulting services
Add	NAICS	541611	Financial management consulting (except investment advice) services
Add	NAICS	541611	General management consulting services
Add	NAICS	541611	Medical office management consulting services or consultants
Add	NAICS	541611	Records management consulting services
Add	NAICS	541611	Reorganizational consulting services
Add	NAICS	541611	Site location consulting services
Add	NAICS	541611	Site selection consulting services
Add	NAICS	541611	Strategic planning consulting services

1 - 12 of 12 records displayed

- Once you have clicked on the button “Finished”, scroll down to the bottom of the page and check mark the box “I’m not a robot”. The page will populate the results of the search parameter.

Complete the reCAPTCHA below to access the search actions:

☐ I'm not a robot



reCAPTCHA

Privacy - Terms

- Below is an example screenshot of the results found in the system.

Santa Clara Valley Transportation Authority
Goods and Services Rev. (1/28/2026)

Exhibit 6 – Business Development Program
Page 87

[Show directory information and instructions](#)

Search Parameters		Edit Parameters	Clear Parameters
CERTIFICATIONS	Disadvantaged Business Enterprise (DBE) Disadvantaged Business Enterprise (FAA Only) (DBE (FAA Only))		
COMMODITY CODES	NAICS 541611: Administrative management consulting services		

Download Search Results

Search Results		
12 firms with 12 certifications found		
Click the certification type for contact information and certification details		
Vendor	Location	Certification
CAYUSE DEFENSE SERVICES, LLC	PENDLETON, OR	DBE
CREATIVE BUILDS CORPORATION, DBA FKA Jaime Partners, Inc.	SAN DIEGO, CA	DBE
Garnet Consulting, LLC	Portland, OR	DBE
Maureen Gaffney Consulting	Salida, CO	DBE
Performance Excellence LLC	JACKSONVILLE, FL	DBE
PradoMaes Inc.	Denver, CO	DBE
RNK COLLAB	Dublin, CA	DBE
Rylo Management, LLC, DBA Farley's Cafe + Lounge SFO	San Rafael, CA	DBE
Talamel	OAKLAND, CA	DBE
The Aviation Planning Group, LLC, DBA APG	LITTLETON, CO	DBE
TransSIGHT, DBA not applicable	PLEASANTON, CA	DBE
Zilo International Group LLC	CENTENNIAL, CO	DBE

EXHIBIT 7 - RESERVED

EXHIBIT 8 RESERVED

EXHIBIT 9 - INSURANCE REQUIREMENTS

1.0 Acceptability of Insurers

Insurance 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.

INSURANCE

Without limiting Contractor's indemnification and defense of claims obligations to 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 the Contract price. Contractor must furnish complete copies of all insurance policies within three (3) business days of any such request by VTA.

A. Liability and Workers' Compensation Insurance

1. Minimum Scope of Coverage

Coverage must be at least as broad as:

- a. General Liability coverage; Insurance Services Office "occurrence" form CG 0001. Products/Completed Operations coverage to be continuously maintained for two (2) years following acceptance of the goods. General Liability insurance written on a "claims made" basis is not acceptable.
- b. 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.

2. Minimum Limits of Insurance

Contractor must maintain limits no less than:

- a. General Liability (including umbrella/excess liability): \$1,000,000 limit per occurrence for bodily injury, personal injury, and property damage. If General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit must apply separately to this project/location or the general aggregate limit must be twice the required occurrence limit.
- b. Professional Liability: \$1,000,000 each occurrence/aggregate minimum limit per claim

B. Claims Made Provisions (not applicable to General Liability or Auto Liability)

Claims-made coverage is never acceptable for General Liability or Auto Liability. Claims-made may be considered for Professional, Environmental/Pollution, or Cyber Liability. If coverage is written on a claims-made basis, the Certificate of Insurance must clearly state so. In addition to all other coverage requirements, such policy must comply with the following:

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 must allow for reporting of circumstances or incidents that might give rise to future claims.

C. 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.

D. Other Provisions

The policies must contain, or must be endorsed to contain, the following provisions:

1. General Liability

- a. VTA, its directors, officers, officials, employees, and volunteers must 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.

2. All Coverages

- a. The Contractor 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.

E. Acceptability of Insurers

Insurance and bonds must be placed with insurers with an A.M. Best's rating of no less than A VII (financial strength rating of no less than A and financial size category of no less than VII), unless specific prior written approval has been granted by VTA.

F. Certificates of Insurance

Contractor must furnish VTA with a Certificate of Insurance. The certificates for each insurance policy are to be signed by an authorized representative of that insurer. The certificates must be issued on a standard ACORD Form. Contractor must instruct their insurance broker/agent to submit all insurance certificates and required notices electronically in PDF format to Insurance.certificates@vta.org. All endorsements must be attached to the ACORD certificate in a single PDF document.

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

Santa Clara Valley Transportation Authority ("VTA")
3331 North First Street
San Jose, CA 95134-1906

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.

G. Maintenance of Insurance

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.

Ed. Rev. 10-1-19 (M-5)

EXHIBIT 10 - COMPENSATION AND PAYMENT – PRICING AND SPECIAL CONDITIONS

Part A – Bid Form 1B: COST BID

[To be inserted prior to Contract execution].

Part B – Compensation and Payment -Pricing and Special Conditions

1.0 TOTAL COMPENSATION AMOUNT

The maximum value of this Contract is **##insert amount##** ("Total Contract Price").

2.0 BASIS OF PAYMENT

IDIQ Contract

This is an indefinite delivery/indefinite quantity ("IDIQ") Contract. Total compensation paid by VTA to Contractor will not exceed the Total Contract Price of \$XXXXXX. VTA will order as needed, with a minimum discount percentage off MSRP. Total minimum compensation paid by VTA to Contractor hereunder will not be less than **\$1,000.00 ("Total Minimum Compensation")**. An estimate of the total dollar amount that will be ordered under this Contract is **\$##insert amount**.

3.0 PAYMENT TERMS

3.1 General Payment Terms

3.1.1 Payment

VTA will pay the Contractor in accordance with GC-5 (Payment) of the General Conditions and the applicable payment terms set out under this Section 3.0.

3.1.2 Reserved

3.1.3 Reserved

3.1.4 Invoice Submittal

The Contractor must submit invoices by e-mail to the address listed below. Invoices must be in a PDF, Word, or Excel format.

Email: VTA.AccountsPayable@vta.org

Should VTA contest any portion of an invoice, that portion will be held for resolution, but the uncontested balance will be processed for payment. VTA may, at any time, conduct an audit of any and all records kept by the Contractor for the Services. Any overpayment uncovered in such an audit may be set-off against the Contractor's future invoices and any retention funds.

All invoices must include the Contract Number, the Task Order Number (if applicable), and all other information required under this Contract.

3.1.5 Waiver: The Contractor will be deemed to have waived the right to payment for Services not invoiced within 6 months of the date the Services were performed. For the purposes of this provision, the date of the invoice will be the date of receipt by VTA.

3.2 Reserved

3.3 Reserved

3.4 Reserved

3.5 Supplemental Payment Terms for IDIQ Contract

3.5.1 Invoice Format

Each invoice must include:

- (i) The Contract number.
- (ii) Axis part number.
- (iii) .Axis model number with brief description
- (iv) Quantity of each item

- (v) Cost of each item
- (vi) Sales Tax
- (vii) Total amount of the invoice
- (viii) VTA shipping address

3.6 Reserved

4.0 PRICE INCREASE BASED ON PPI

- 4.1 Following the first 12 months of the term and following each 12-month period thereafter (each an “**Adjustment Date**”), VTA may consider a request for a price adjustment due to pricing change in the Producer’s Price Index (PPI) Industry Data as set forth below upon receipt of written request by the Contractor.
- 4.2 The maximum percentage that the price will be adjusted (either upward or downward) shall be the percentage change in PPI Industry Data for enter PPI category name used (not seasonally adjusted) with series number (enter PPI category number used), published by the United States Department of Labor, Bureau of Labor Statistics, or if such Index is no longer in use, then such replacement that is most comparable to the Index, as may be designated by the Bureau of Labor Statistics, or as agreed by the parties, during the 12 month period ending on the date such index is published which is immediately prior to the Adjustment Date. For all (enter description of items here) listed in this Contract including all Amendments issued thereto, a price change (either upward or downward) will be established by VTA as provided in this paragraph no more frequently than every 12 months following the first 12 months of the Contract. Tracking of this PPI is available through the United States Department of Labor, Bureau of Labor Statistics, which as of publication of this IFB is available at: <https://beta.bls.gov/dataViewer/view/timeseries/WPU1412>.
- 4.3 The adjustment will be calculated by the following formula:
Latest Published Preliminary Index Number on the date prior to the Adjustment Date / Index Number of the month which is 12 months prior to the aforementioned Latest Published Preliminary Index Number.
- 4.4 The Contractor will be permitted to reduce their pricing any time during the Contract Term.
- 4.5 Any price adjustment accepted by VTA under this Section 4.0 will be implemented by way of a Modification.
- 4.6 In accordance with GC-1.33 (No Double Recovery), the Contractor will not be entitled to request a price adjustment under this Section 4.0 to the extent that it has already been compensated with respect to the increase in cost pursuant to this Contract or otherwise.

5.0 IMPACT OF TARIFFS TO COST OF GOODS

- 5.1 Subject to this Section 5.0, VTA may consider a request for price adjustment for an increase in the cost of any of the specified Goods items supplied under this Contract above 10% of the cost of such Goods item included in Part A to this Exhibit 10 caused by the impact of tariffs when such Goods item is purchased for the purposes of this Contract (the “**Impacted Goods**”).
- 5.2 In submitting a request for price adjustment pursuant to Section 5.1 for an increase in the cost of an Impacted Good above 10%, the Contractor shall establish to VTA's reasonable satisfaction that:
 - 5.2.1 the increase in cost is reasonably and demonstrably caused by the impact of tariffs, including by reference to historical material escalation data and other pricing data;

- 5.2.2 to the extent reasonably practicable and permitted by VTA, the Contractor used reasonable efforts to mitigate the increase in cost; and
 - 5.2.3 the Contractor placed purchase orders within 30 days of submittal approval, and the increase in cost was not caused by any delay or other act or failure to act by the Contractor or any other cause within the control of the Contractor.
 - 5.3 The Contractor shall only be entitled to claim under and subject to this Section 5.0 costs in excess of 110% of the cost of the Impacted Goods included in Part A to this Exhibit 10, and the Contractor shall bear any cost increases up to 110%
 - 5.4 The Contractor shall, on a monthly basis and during any regularly scheduled meeting with VTA, use reasonable efforts to identify any:
 - 5.4.1 Goods to be purchased over the next 3 months for which an increase in costs caused by the application of tariffs is likely to exceed 10% of the cost of the Goods included in Part A to this Exhibit 10;
 - 5.4.2 potential issues with procuring Goods; and
 - 5.4.3 risk mitigation or management actions to alleviate the impacts of Sections 5.4.1 and 5.4.2, as applicable, including, by way of example, alternate sourcing and advance procurement.
 - 5.5 Any price adjustment accepted by VTA under this Section 5.0 will be implemented by way of a Modification.
 - 5.6 In accordance with GC-1.33 (No Double Recovery), the Contractor will not be entitled to request a price adjustment under this Section 5.0 to the extent that it has already been compensated with respect to the increase in cost pursuant to this Contract or otherwise.
- 6.0 QUANTITY**
The Contractor agrees Bid price(s) apply to any quantity purchased under this Contract as documented in Part A of this Exhibit 10, and such prices are guaranteed for the term of the Contract unless otherwise agreed by both parties in writing.
- 7.0 TAXES**
Sales tax (when applicable) is set out in the Bid as documented in Exhibit 17 (Contractor Commitments) as a separate line item.

EXHIBIT 11- SCOPE OF WORK

1.0 INTRODUCTION AND OVERVIEW:

The purpose of this Contract is to purchase an Axis Communications camera and equipment to support the CCTV system across VTA locations and facilities. The Axis material is for repairs and upgrades to the existing infrastructure, as well as for new CCTV projects moving forward.

2.0 SCOPE OF WORK

- A. This Contract is to ensure that the VTA Technology staff can obtain new Axis cameras and equipment in a timely manner. New Axis cameras and material will be delivered to the VTA's Headquarters locations, either River Oaks or the New Almaden Headquarters. This process will provide a flexible, cost-effective way to source Axis material for deployment in the field, while maintaining a stock of the most common devices.
- B. Contractor will provide purchasing access to the full line of Axis products. Accessibility is needed for the current Axis Communications Products and Solutions catalog, and subsequent semi-annual catalogs. Like most manufacturers, Axis changes its product lines and model numbers rapidly. VTA cannot be locked into just a few model numbers, as they are obsolete for new models. The total Contract value does not change.
- C. Contractor will provide standard 3-day shipping and the shipping cost must be included in the product's unit price; VTA prefers the option of quicker delivery for priority orders. Express delivery options (overnight, next-day) are preferred for urgent material needs with a written/email request. In such cases, VTA will cover the freight charges for the urgent deliveries, and the freight must be listed as a separate line on the invoice.

3.0 REQUIREMENTS

- A. Contractor certifies that they are an Axis Communications Gold Partner – Axis Channel Partner Program (CPP)
- B. Contractor must deliver the ordered material within seven days from the order date for most items when the order is placed via email by VTA-authorized personnel. It is acknowledged that some items may have a longer delivery time for special ordered parts.
- C. All deliveries are to be considered inside delivery to locations as specified by the authorized VTA-personnel. All items must be guaranteed against faulty material and workmanship and delivered as such. Deliveries of incorrect or faulty items will be rejected and returned at the Contractor's expense. Failure to deliver within the specified time may be cause for cancellation of the order.
- D. The Contractor shall deliver all materials ordered to the VTA's Headquarter locations, either River Oaks or the New Almaden Headquarters.
 - (i) River Oaks - 3331 N. First Street, San Jose, California 95134
 - (ii) Almaden Headquarters - 488 S. Almaden Blvd, San Jose, CA 95110

4.0 LIST OF DELIVERABLES:

Full Access to the full Catalog line of Axis Products and Solutions for Camera and Equipment Parts

4.1 **VTA Shipping Addresses & Receiving Hours:**

<u>Existing Location</u>	<u>Future New Location</u>
Santa Clara Valley Transportation Authority	Santa Clara Valley Transportation Authority
River Oaks	Almaden Head Quarters
3331 North First Street Building A	488 S. Almaden Blvd
San Jose, CA 95134	San Jose, CA 95110
Receiving Hours: 8:00 AM to 4:00 PM	Receiving Hours: 8:00 AM to 4:00 PM

EXHIBIT 12 – RESERVED

EXHIBIT 13 – INTELLECTUAL PROPERTY

GENERAL DEFINITIONS:

In addition to the terms defined elsewhere in the Contract, the definitions below apply to this Exhibit:

Base License Right: means an irrevocable, perpetual, non-exclusive, transferable, fully paid-up right and license to make, sell, use, execute, reproduce, adapt, display, perform, sublicense, distribute, make derivative works of, export, manufacture, disclose, and otherwise disseminate or transfer any and all rights in and to Contractor Intellectual Property, or Third Party Intellectual Property, as the context requires.

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.

COTS or Commercially Available Off-the-Shelf Software means software (i) sold in substantial quantities, (ii) readily available to VTA without Contractor or third party participation, (iii) provided without modification in the same form in which it is sold in the commercial marketplace, and (iv) for which there are at least two readily available alternative solutions or items with the same or substantially similar design, use or function as the proposed COTS. For the avoidance of doubt, COTS does not include so-called open source software or sole-source software.

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.

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

A. 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 will 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 A (3) (License Grant to Contractor) are reserved to VTA. For the avoidance of doubt, no rights to trademarks of VTA, whether registered or not (the "VTA Marks") are granted to Contractor and Contractor may not incorporate, refer to, or otherwise use the VTA Marks for any marketing, promotional, or advertising purposes. In addition to Contractor's obligations and restrictions related to VTA Data in this Contract, Contractor acknowledges and agrees that all VTA Data, including the results or creation of any anonymization, de-identification, aggregation or other analysis of such VTA Data, whether physical or digital, is owned by VTA. Except as specifically provided in this Contract, no Contractor-Related Entity shall make use of VTA Data even if such use is for such Contractor-Related Entity's internal use or analysis, whether or not commercial value is available or received, and/or such information or data is available in other, separate or cumulative sources. This Design License will expire upon (i) the termination or expiration of the Contract, or (ii) upon 24-hour written notice by VTA to Contractor, whichever is earlier.
4. **CONTRACTOR INTELLECTUAL PROPERTY**
 - i. **Contractor Intellectual Property/License:** Contractor hereby grants, and shall cause each Contractor-Related Entity to grant, to VTA is the Base License Rights required by, incorporated in, or exercised as part of, the Design Intellectual Property and/or Instruments of Service. The license granted under this Section A(4)(i) 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 Section A (4)(i) are reserved to Contractor.
 - ii. **Identification of Contractor Intellectual Property:** Contractor will 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 must either (a) demonstrate it already has or (b) secure Base License Rights 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. Contractor shall obtain from each owner of Third Party Intellectual Property consent to have all necessary Design Intellectual Property and/or Instruments of Service related to the Third Party Intellectual Property, including but not limited to source code, documentation and/or related instructions and materials to execute software deposited into an IP Escrow pursuant to the requirements of Section C (IP Escrow).

- ii. **Identification of Third Party Intellectual Property:** Contractor must 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.
 - iii. **Commercially Available Off-the-Shelf Software (COTS):** Contractor shall secure licenses in the name of VTA based on commercially available terms for the COTS, including any standard end user license agreement. If the COTS license terms fail to provide the complete Base License Rights, Contractor shall provide (i) an outline of such license deficiencies, and (ii) the identification of at least one other COTS available for the same purpose, function or design. Contractor shall identify and disclose to VTA all COTS required by, incorporated in, or exercised as part of, the Design Intellectual Property and/or Instruments of Service.
6. **PAYMENTS INCLUSIVE:** Contractor acknowledges and agrees that the total compensation paid for the Services pursuant to GC-5 (Payment) and Exhibit 10 (Compensation and Payment – Pricing and Special Conditions) includes all royalties, fees, costs, and expenses arising from or related to the Design Intellectual Property, Third Party Intellectual Property, Instruments of Service, and any licenses granted hereunder.

B. NON-INTELLECTUAL PROPERTY RIGHTS:

Unless otherwise specified by VTA in writing, Contractor must deliver to VTA all Instruments of Service 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. Only to the extent that Contractor can demonstrate to VTA's reasonable satisfaction that such delivery would eliminate or substantially limit the legal protections for, or commercial value of, Instruments of Service incorporating Contractor Intellectual Property or Third Party Intellectual Property, Contractor shall comply, and cause Contractor-Related Entities to comply, with the IP Escrow deposit requirements of Section C, provided that such delivery to VTA or deposit into IP Escrow(s) shall occur at the earlier of (a) when such Instruments of Service are due under the Contract Documents, (b) within 60 days after the Effective Date of this Contract, or (c) 60 days prior to the Contract End Date. Contractor and Contractor-Related Entities grant to VTA all physical ownership and possession of the Instruments of Service created under and for the purpose of this Contract. Contractor acknowledges and agrees that all Instruments of Service 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.

C. IP ESCROW :

VTA and Contractor acknowledge that Contractor, Contractor-Related Entities and/or owners of Third Party Intellectual Property may not wish to deliver the required Instruments of Service directly to VTA pursuant to this Contract as public disclosure could deprive such owners of Intellectual Property of its commercial value. Contractor further acknowledges that VTA nevertheless must be guaranteed access to such Instruments of Service and the complete enjoyment of all rights, including Intellectual Property rights, granted pursuant to this Contract, and must be assured that the Instruments of Service are delivered to VTA.

In lieu of delivering the Instruments of Service directly to VTA pursuant to this Contract, subject to the requirements of Section B, Contractor, Contractor-Related Entity or the owner of Third Party Intellectual Property may deposit relevant Instruments of Service with a neutral depository. In such event, VTA and Contractor shall: (i) mutually select one or more escrow companies or other neutral depositories (each an "IP Escrow Agent") engaged in the business of receiving and maintaining escrows of software source code or other intellectual property; (ii) establish one or more escrows (each an "IP Escrow") with the IP Escrow Agent on terms and

conditions reasonably acceptable to VTA and Contractor for the deposit, retention, audit, upkeep and release of Instruments of Service to VTA pursuant to this Contract (which shall, for the avoidance of doubt, include the Release Conditions); (iii) determine a date for each deposit of the Instruments of Service into the IP Escrow; and (iv) determine a process for releasing from escrow the Instruments of Service to be delivered to VTA pursuant to this Contract. Contractor shall be responsible for the fees and costs of the IP Escrow Agent and IP Escrow(s).

Any Instruments of Service deposited in IP Escrow(s) shall be released and delivered to VTA in any of the following circumstances ("Release Conditions"):

- i. this Contract expires or terminates for any reason;
- ii. voluntary or involuntary bankruptcy of Contractor, Contractor-Related Entity or the owner of Third Party Intellectual Property; or
- iii. Contractor, Contractor-Related Entity or the owner of Third Party Intellectual Property is dissolved or liquidated or otherwise ceases to engage in the ordinary course of the business of manufacturing, supplying, maintaining, and servicing the software, product, part, or other item containing the relevant Intellectual Property.

VTA shall maintain the confidentiality of any Instruments of Service released pursuant to this Section C and may enter into a non-disclosure agreement with any third party to whom VTA, in its sole discretion, grants access to such Instruments of Service to the extent that such Instruments of Service contain confidential information.

Regardless of whether one of the Release Conditions occurs, VTA shall have the right to require the IP Escrow Agent to verify the relevance, completeness, currency, accuracy, and functionality of the Instruments of Service held by the IP Escrow in a manner and form as directed by VTA. In the event such testing demonstrates the Instruments of Service held by the IP Escrow do not correspond to the Project or comply with this Contract, Contractor shall deposit the correct materials with the IP Escrow Agent within 72 hours following notice by 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 must perform the Services with the degree of skill and judgment normally exercised by firms performing services of a similar nature. Contractor represents that it is sufficiently organized and financed to perform the Services.
- ii. In addition to the other rights and remedies that VTA may have, VTA, at its option, may require Contractor, at Contractor's expense, to re-perform any Services that fail to meet the above standards.

2. POWER, AUTHORITY, AND QUALIFICATION:

- i. Contractor is a **##insert organization type##**, duly organized and validly existing under the laws of **##insert state##**, having the requisite power and all required licenses to carry on its present and proposed activities. Contractor has the full power, right, and authority to execute and deliver this Contract and to perform each and all of the obligations of Contractor provided for under this Contract. Contractor is duly qualified to do business and is in good standing in the State of California as of the Effective Date, and will remain duly qualified and in good standing throughout the Contract term and for as long as any obligations remain outstanding under the Contract.
- ii. The execution, delivery, and performance of this Contract has been duly authorized by all necessary action of 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, Third Party Intellectual Property, and any Contractor Intellectual Property required by, incorporated in, or exercised as part of, the Project 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 will 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 will 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.
7. **INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION AND DEFENSE OF CLAIMS:**
 - i. **Indemnification:** Subject to the limitations in Section D(8) 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, including reasonable attorneys' fees, costs and expenses incidental thereto, which may be suffered by, incurred by, accrued against, charged to, or recoverable by a third party from any Indemnatee, 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, (iv) Third Party Intellectual Property, or (v) use of any of the aforementioned.
 - ii. **Defense:** Subject to the limitations in Section D(8) 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 Indemnatee, immediately defend any suit, action, claim, or demand brought against any Indemnatee 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, (iii) Contractor Intellectual Property; or (iv) Third Party Intellectual Property, did, in fact, infringe upon any Intellectual Property rights.

- Santa Clara Valley Transportation Authority
Goods and Services Rev. (1/28/2026)

EXHIBIT 14 – CONTRACT DATA REQUIREMENTS

The table in this Exhibit 14 represents only a summary listing of Contractor Submittals and is intended as a reminder to Contractor of its responsibility to submit Contractor Submittals in a timely manner. These tables are not intended to limit the Contractor's obligations under this Contract and additional Contractor Submittals may be required under this Contract.

TABLE B1 - CONTRACT DATA LIST

#	Description	Reference Section	Due Date/Frequency
B1-1	Performance Bond	Not Applicable	Not Applicable
B1-2	Payment Bond	Not Applicable	Not Applicable
B1-3	Certificate of Insurance	Exhibit 9	Annually
B1-4	IRS Form W-9	Not Applicable	As needed
B1-5	FTB Form 587 or 590	Not Applicable	As needed
B1-6	Material Suppliers List, including Subcontractors.	Not Applicable	Not Applicable
B1-7	Personnel to sign Modifications	GC-1	As needed
B1-8	Emergency Contacts	GC-1	As needed
B1-9	EEO Officer-Contractor and all subcontractors.	Not Applicable	Not Applicable
B1-10	Safety Officer – Name and title.	Not Applicable	Not Applicable
B1-11	Prevailing Wages List	Not Applicable	Not Applicable
B1-12	Executed Subcontracts	Not Applicable	Within 30 days following Notice of Award
B1-13	Certified Payrolls	Exhibit 10	Weekly
B1-14	Monthly SBE Utilization Reports	Exhibit 6	Monthly
B1-15	Final SBE Utilization Report	Exhibit 6	Prior to Final Payment

EXHIBIT 15 – CONTRACTOR SAFETY AND SECURITY REQUIREMENTS

Part A: Generally Applicable Safety Requirements

1. Contractor must initiate, maintain, and supervise all safety precautions and programs in connection with the Work.
2. Without limiting the generality of paragraph 1, the Contractor must:
 - (a) Comply with all Applicable Law regarding safety.
 - (b) Submit a copy of its Injury Illness Prevention Program prior to beginning the Work (IIPP).
 - (c) Take all precautions and follow all procedures to:
 - i. ensure the safety of; and
 - ii. provide all protection to prevent injury to all persons involved in any way in the Work and all persons within the vicinity of the Worksite including, without limitation, the employees, agents, guests, visitors, invitees, and licensees of VTA who may be involved.
3. The requirements under this Part A apply continuously and are not limited to normal working hours.

Part B: Security Requirements

Refer to: GC-1 (1.13) for Cybersecurity Incident Notification Requirement and Exhibit 4, Part 2 (14.0) for Workplace Violence Prevention Policy

EXHIBIT 16 – RESERVED

EXHIBIT 17 - CONTRACTOR COMMITMENTS

[VTA CA to include the successful Contractor's quote upon award]