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Contract V23161

# BART SILICON VALLEY PHASE II (BSVII) PROGRAM MANAGEMENT SERVICES

Professional Services Contract

Conformed Contract

Santa Clara Valley Transportation Authority

*Solutions that move you*

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This Contract for Professional Services consists of:

| | |
|---|---|
| **CONTRACT FORM** | Executed by VTA and the Contractor |
| **EXHIBITS:** | Incorporated as part of the Contract<br>Not separately executed |
| ***Conditions***<br>**Exhibit 1 - Definitions and Interpretation**<br>**Exhibit 2 - Special Conditions**<br>**Exhibit 3 - General Conditions** | |
| ***Prescribed Requirements***<br>**Exhibit 4 – Required Regulatory Clauses**<br>**Exhibit 5 – Wage Determination**<br>**Exhibit 6 - Business Development Program**<br>**Exhibit 7 – RESERVED** | |
| ***Bonding and Insurance***<br>**Exhibit 8 – RESERVED**<br>**Exhibit 9 – Insurance Requirements** | |
| ***Compensation and Payment***<br>**Exhibit 10 - Compensation and Payment – Pricing and Special Conditions** | |
| ***Performance of the Work***<br>**Exhibit 11 – Scope of Work**<br>**Exhibit 12 – Subcontracting**<br>**Exhibit 13 – Intellectual Property**<br>**Exhibit 14 – Contract Data Requirements**<br>**Exhibit 15 - Contractor Safety and Security Requirements**<br>**Exhibit 16 – RESERVED**<br>**Exhibit 17 - Covered Contractor Information Systems Clauses** | |
| ***Contractor Commitments***<br>**Exhibit 18 – Contractor Commitments** | |

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# CONTRACT FORM: PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT for professional services ("**Contract**") is entered into as of the last date of signature below and effective July 1, 2026 ("**Effective Date**") between Santa Clara Valley Transportation Authority, a California special district ("**VTA**") and BSV Delivery Partners, a Joint Venture between HNTB Corporation, a Delaware Corporation and WSP USA, Inc., a New York Corporation ("**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 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) To the extent the Scope of Work includes the delivery of materials, 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 and any individual Annual Work Plan ("AWPs") associated with this Contract.

(f) Services to be provided under this Contract will be assigned through the issuance of written AWPs signed by VTA. The Contractor must furnish to VTA all Services specified in this Contract and called for by AWPs.

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(g) 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 AWP by VTA.

(h) All AWPs are subject to the terms and conditions of this Contract through delivery and acceptance of the applicable Services.

(i) If VTA urgently requires delivery of any quantity of an item or performance of a service before the earliest date that delivery or performance may be specified under this Contract, and if the Contractor will not accept an AWP providing for the accelerated delivery or performance, VTA may acquire the urgently required Services from another source, which will not constitute a breach of this Contract.

(j) Any AWP 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 AWP. This Contract will govern the Contractor's and VTA's rights and obligations with respect to that AWP to the same extent as if the AWP were completed during the Contract's effective period.

3. **Compensation**

In consideration of the Contractor's satisfactory performance of the Services under 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 (i)) to lowest (ending with paragraph (vii)):

i. Exhibit 4 (Required Regulatory Clauses); and Exhibit 5 (Wage Determination);

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); and Exhibit 12 (Subcontracting);

vi. Exhibit 11 (Scope of Work); and Exhibit 14 (Contract Data Requirements); to Exhibit 17 (Covered Contractor Information System Clauses); and

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vii. Exhibit 18 (Contractor Commitments).

Exhibit 7, 8, and 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**

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(a) The term of this Contract will commence on the Effective Date and subject to GC-1.31 (Survival) will continue for 5 years unless terminated earlier ("**Term**"). All AWPs placed under this Contract prior to its expiration will be governed by the terms and conditions of this Contract.

(b) At VTA's sole option, VTA may extend this Contract by up to 10 years (each individually an "**Option Year**") for a maximum total period of 15 years. VTA may unilaterally exercise these Option Years by the VTA Authorized Representative issuing written notice to the Contractor prior to the expiration of the then-current term, informing the Contractor of VTA's decision to exercise any Option Year.

At the time of exercise of each option, in order to comply with FTA regulations, VTA must evaluate Contractors' performance and cost reasonableness.

(c) The Contractor must commence the Services upon issuance of an AWP unless an interim commencement of services is requested by VTA, due to exigent circumstances.

6. **Business Development Program Requirements**

(a) 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: Shannon Gaffney, JV Board Member, Vice President HNTB
Company Name: BSV Delivery Partners
Address: 1732 N. First Street, Suite 400
City/State/Zip: San Jose, CA 95110
[redacted]
Contractor Authorized Representative:

Name/Title: Shalonda A. Baldwin JV Board Member. Senior Vice President WSP
Company Name: BSV Delivery Partners
Address: 2570 N. First Street, Suite 200

[redacted]

**Contractor Single Point of Contact:**
Name/Title: Kieran Spillane, Senior Vice President, Program Management
Company Name: BSV Delivery Partners
Address: 2570 N. First Street, Suite 200
City/State/Zip: San Jose, CA 95131
[redacted]

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Authorized Alternate Name, Telephone, Email: Sarah Hersom, Vice President, [redacted]

(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:**
Name/Title: Nicole Chapman, Chief Procurement Officer*
Company Name: Santa Clara Valley Transportation Authority
Address: 3331 North First Street
City/State/Zip: San Jose, CA 95134
Email: Procurement@vta.org, Attn: Chief Procurement Officer
*except as otherwise indicated in GC-1.1.2 (VTA Authorized Representative and Single Point of Contact)
Authorized Alternate Name, Telephone, Email:

**VTA Single Point of Contact:**
Name/Title: Ronak Naik
Company Name: BSVII Santa Clara Valley Transportation Authority
Address: 2830 De La Cruz Blvd
City/State/Zip: Santa Clara, 95050
Telephone: (408) 797-6372
Email: ronak.naik@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.

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**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**

| **BSV DELIVERY PARTNERS, A JOINT VENTURE** | | **SANTA CLARA VALLEY TRANSPORTATION AUTHORITY** | |
|---|---|---|---|
| By: | Signed by: Shannon Gaffney C342BA382E9C4DC... | By: | DocuSigned by: Carolyn M. Gonot D2267F28DC0541F... |
| Name: | Shannon Gaffney | Name: | Carolyn M. Gonot |
| Title: | | Title: | General Manager/CEO |
| Date: | | Date: | 6/23/2026 |
| By: | Signed by: 75D76A809DB74F6... | Approved as to Form: By: | Signed by: Keaton Norquist D5F43FBDF6C2445... |
| Name: | Shalonda A. Baldwin | | Legal Counsel |
| Title | Sr VP, District Business Leader | | |
| Date: | 6/18/2026 | | |

*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).

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# 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).

**Annual Work Plan:** An annual work plan is a concise roadmap that outlines the projects key goals, activities, timelines, and responsibilities for the year to guide progress and accountability.

**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**: defined in GC-1.6 (Confidentiality/CPRA).

**Conformed Contract**: 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).

**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.

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**Contractor Commitment**: the Contractor commitments under Exhibit 18 (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 Worksite.

**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, on whose behalf, or on whose property the Work is being performed, any Person VTA is contractually obligated to indemnify, and each of their respective Board of Directors, Board of Supervisors Directors, Councils, individual board members, officers, agents, and employees, 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

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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. The Modification, as defined, may be referred to by other names, including "Amendment" or "Change Order."

**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 Indemnitee under this Contract.

**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 and Reporting).

**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).

**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.

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**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 Indemnitee under this Contract.

**Utility Owner**: a public or private owner of a Utility facility, or system, including any utility owners expressly listed as an Indemnitee 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-3.2 (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.

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## Part A-2 Professional Services Definitions

**Option Year**: is defined in Section 5(b) (Term and Time for Performance) of the Contract Form.

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

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## 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.

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# EXHIBIT 2 - SPECIAL CONDITIONS

The Special Conditions modify the General Conditions as follows:

**SC-1.2 Notices and Communication - Web-Based Construction Administration and Collaboration Tool**

For the purposes of GC-1.2 (Notices and Communications) of the General Conditions, the Contractor must utilize VTA's web-based collaboration tool (Oracle Primavera Unifier) to connect the Project team, VTA staff members, and other participants to provide access to Project documents, and to facilitate Project administration. VTA will provide licenses and training in the use of the collaboration tool for the Project. At a minimum, the collaboration tool will be used to document the following program elements:

a. Project Contact List
b. Drawings
c. Meetings
d. Information Bulletins
e. Correspondence
f. Submittals
g. RFIs
h. Daily Reports
i. Punch Lists
j. Contract Change Orders
k. Payment Applications

**SC-1.4 Reference Documents**

GC-1.4(b) (Reference Documents) of the General Conditions is replaced with the following:

(b) Except to the extent expressly stated otherwise in an agreed Annual Work Plan, 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.

**SC-1.16.8 Authorized reseller**

GC-1.16.18 (Authorized reseller) of the General Conditions is replaced with the following:

To the extent that the Contractor sources equipment under this Contract, the Contractor represents and warrants that it will be from 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.

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**SC-1.18 Interface/Coordination with other VTA Contractors**

GC-1.18 (Interface/Coordination with other VTA Contractors) of the General Conditions is replaced with the following:

The Contractor must coordinate its Work with all other VTA consultants and contractors performing work on the Project as required to allow the Contractor to effectively perform the Work under this Contract. The Contractor must schedule its Work to avoid conflicts with other VTA consultants and contractors. The Contractor shall be responsible for appropriately identifying all other VTA consultants and contractors and scheduling activities requiring interface coordination with such other VTA consultants and contractors. The Contractor shall include a summary of all interface coordination activities supporting the Contractor's outcomes and deliverables in the progress reports referred to in GC-1.5(b) (Information Sharing and Reporting).

**SC-1.30 Joint and Several Liability**

GC-1.30 (Joint and Several Liability) of the General Conditions is replaced with the following:

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 separate individual notice of any breach or non-performance of any undertaking or obligation of the Contractor contained in, resulting from, or assumed under this Contract, and 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.

**SC-1.34 Organizational Conflicts of Interest**

In accordance with the Scope of Work, the Contractor's duties and services under the Contract may include preparing or assisting VTA with the preparation of requirements, statements of work, evaluation factors, invitations for bids, requests for proposals, requests for qualifications, or any other solicitation documents for a future solicitation. To the extent such work is performed, the Contractor will be deemed to have an organizational conflict of interest with respect to such future solicitation and will be excluded from competing under that future solicitation.

**SC-2.1 Subcontractors**

GC-2.1(f) (Subcontractors) of the General Conditions is replaced with the following:

(f) Upon VTA's request, 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 after 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.

**SC-3.3 Suspension of Work**

GC-3.3(b) (Suspension of Work) of the General Conditions is replaced with the following:

(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. Subject to complying with its obligations under this Contract, the Contractor shall be entitled to reassign staff for the period of any Suspension Order, whether

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considered key staff or not, as appropriate to accommodate the Contractor's business needs if performance hereunder is suspended for a period greater than 90 days. 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.

**SC-5.1 Prompt Payment**

GC-5.1(a) (Prompt Payment) of the General Conditions is replaced with the following:

(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. To the extent permitted by Applicable Law, 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.

GC-5.1(d) (Prompt Payment) of the General Conditions is replaced with the following:

(d) The Contractor must pay to each Subcontractor all amounts it has retained from payments under the applicable Subcontract within 7 days after receipt of payment for such retained amount from VTA.

**SC-5.2 Special Withholding**

GC-5.2 (Special Withholding) of the General Conditions is replaced with the following:

VTA may withhold amounts from any payments otherwise due to the Contractor as it determines necessary to cover:

(a) claims against the Contractor pursuant to this Contract;

(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; and

(f) 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.

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## SC-6 Indemnity and Defense of Claims

To the extent the Contractor is performing design professional services: 1) GC-11 (Design Work) shall govern its performance of those services to the extent applicable to the relevant AWP; 2) GC-6 (Indemnity and Defense of Claims) shall not apply; and 3) the below shall apply to its indemnification responsibilities:

**Indemnification for Design Work**

(a) The Contractor agrees that, because any Technical Specifications and any Reference Documents furnished by VTA to the Contractor for its design professional services are preliminary and conceptual in nature, are subject to review and modification by the Contractor, such documents shall not be deemed "design furnished" by VTA or any of the other Indemnitee, as the term "design furnished" is used in California Civil Code Section 2782. The Contractor hereby waives the benefit (if any) of California Civil Code Section 2782 and agrees that this provision 'Indemnification for Design Work' constitutes an agreement governed by California Civil Code section 2782.5.

(b) 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 the Indemnitees on demand from and against any and all Losses, arising out of, relating to, or resulting from the negligence, recklessness, or willful misconduct of the Contractor in connection with or relating to, or claimed to be in connection with or relating to, any design professional work under the Work or this Contract, including but not limited to any liability arising out of, in connection with, resulting from, or related to:

(i) personal injury to or death of any person (including employees of the Indemnitees) or for damage to or loss of use of property (including property of VTA);

(ii) errors, omissions, inconsistencies, or other defects in the AFC Design Documents furnished by the Contractor, regardless of whether such errors, omissions, inconsistencies, or defects were also included in the Technical Specifications or any Reference Documents; and

(iii) VTA's reliance upon the use in accordance with this Contract of any Contractor Submittal or other data or information furnished or delivered by the Contractor pursuant to this Contract.

In no event shall either Party be liable to the other for any indirect or consequential damages arising out of a breach of this Contract.

## SC-6.1 Indemnify and Hold Harmless

GC-6.1 (Indemnify and Hold Harmless) of the General Conditions is replaced with the following:

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 reasonable attorneys' and experts' fees and costs) to the extent 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;

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(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 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 reasonable 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. In no event shall either Party be liable to the other for any indirect or consequential damages arising out of a breach of this Contract.

**SC-6.4 Indemnities under Third Party Agreements**

GC-6.4 (Indemnities under Third Party Agreements) of the General Conditions is replaced with the following:

Subject to GC-6.1 (Indemnify and Hold Harmless) and GC-6.2 (Limitation on Indemnity), the Contractor shall indemnify VTA for any claims or liability to a Third Party under a Third Party agreement entered into between VTA and such Third Party. If any agreements with a Third Party contain provisions requiring VTA or VTA's contractor(s) to indemnify, save and hold harmless the applicable Third Party with respect to any matters, then, subject to GC-6.1 (Indemnify and Hold Harmless) and GC-6.2 (Limitation on Indemnity), VTA furnishing such agreements to the Contractor upon their execution, and the Third Party Agreement including a requirement for VTA or VTA's contractor(s) to indemnify the applicable Third Party with respect to matters arising from or related to the Work, the Contractor agrees to and must perform and comply with such provisions of the agreements. 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.

**SC-7.2.1 Events or Conditions**

GC-7.2.1(b) (Events or Conditions) of the General Conditions is replaced with the following:

(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 a material obligation or requirement under this Contract, except to the extent such failure is excused by VTA under the terms of this Contract;

GC-7.2.1(j) (Events or Conditions) of the General Conditions is replaced with the following:

(j) the Contractor breaches any material agreement, representation or warranty contained in this Contract;

**SC-8.1 General**

GC-8.1(e) (General) of the General Conditions is replaced with the following:

(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

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and any such VTA determination shall apply pending any final determination of the Dispute under this GC-8.

**SC-8.2.1 Selection of ADR Procedure**

GC-8.2.1(a) (Selection of ADR Procedure) of the General Conditions is replaced with the following:

(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 mediation shall be the default 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.

**SC-8.26 ADR Fees**

GC 8.26 (ADR Fees) of the General Conditions is replaced with the following:

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 Parties must pay their equal share of the invoices for all such fees and expenses, after approval by both Parties, directly to the ADR provider.

**SC-8.3 Performance during Dispute**

GC-8.3 (Performance during Dispute) of the General Conditions is replaced with the following:

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. VTA will continue to pay for work and services not in dispute to the extent performed in accordance with this Contract.

**SC-11.1 Design Obligations**

GC-11.1(a) (Design Obligations) of the General Conditions is replaced with the following:

(a) The Contractor must perform the Design Work as is more fully described in the AWP and do everything required to complete the Design Work in accordance with that AWP and this Contract.

GC-11.1(c) (Design Obligations) of the General Conditions is replaced with the following:

(c) If any Deficiencies in the Design Work are identified (whether by VTA or the Contractor):

(i) all of rights and remedies of VTA under this Contract and any other rights and remedies provided by Applicable Law shall apply; and

(ii) the following shall apply.

It is a condition of this Contract that the design furnished by the Contractor or any Subcontractor, must conform to the requirements of this Contract and must meet Good Industry Practice. Neither inspection, testing and acceptance by VTA of such equipment, materials, design or work performed, partial or final payment, nor any provisions of the Contract relieve the Contractor from responsibility for any latent defect, gross mistakes, or fraud.

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**SC-11.2 Project Requirements**

GC-11.2(a) (Project Requirements) of the General Conditions is replaced with the following:

(a) VTA has provided the Contractor the information contained in the Technical Specifications, including any documents described in the AWP and may have provided certain design documentation procured prior to the date of this Contract as part of the Reference Documents. Without limiting the generality of GC-1.4 (Reference Documents), the Contractor acknowledges and agrees that:

(i) unless provided in an AWP, any design documentation or design criteria or specifications provided to the Contractor as part of the Reference Documents or Technical Specifications are preliminary and conceptual in nature;

(ii) the Contractor has full responsibility for the design of the Work and for furnishing the design per the AWP, including any design performed by design firm(s) or individuals designated in accordance with GC-2 (Subcontractors and Personnel). Any references in this Contract to the Contractor's responsibilities or obligations to "perform" the Design Work shall be deemed to mean that the Contractor shall "furnish" the design for the Project;

(iii) any design documentation provided to the Contractor as part of the Reference Documents is not part of this Contract and the terms of GC-1.4 (Reference Documents) shall apply to it; and

(iv) without limiting Contractor's responsibility under the AWP, the Contractor shall:

(A) ascertain whether it considers that there are any design errors, omissions, inconsistencies, or other defects inherent in the defined Technical Specifications, and submit a request for information to VTA in accordance with this Contract requesting clarification and information with respect to such potential errors, omissions, inconsistencies, or defects and potential resulting problems; and

(B) verify all calculations and quantity takeoffs contained in the Technical Specifications or otherwise provided by VTA.

**SC-11.3 Approved for Construction**

GC-11.3(d) (Approved for Construction) of the General Conditions is deleted.

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# EXHIBIT 3 - GENERAL CONDITIONS

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# 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.

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(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 fulfilment 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:

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**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);

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(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 Contractor ("**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.

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## 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 Conflicts 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.

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## 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.

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## 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.

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### 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-1.17(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. The Contractor is the Lead Coordination Contractor for the Project and must have and utilize an up-to-date interface plan. All interface coordination, including scheduling, is the responsibility of the Contractor.

## 1.19 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.

## 1.20 Compliance with Applicable Law

### 1.20.1 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.

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### 1.20.2 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.

## 1.21 Governing Law

### 1.21.1 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.

### 1.21.2 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.

## 1.22 Prohibited Interests

### 1.22.1 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.

### 1.22.2 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.

## 1.23 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

## 1.24 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

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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.

## 1.25 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.

## 1.26 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.

## 1.27 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.

## 1.28 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.

## 1.29 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.

## 1.30 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.

## 1.31 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);

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(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.

## 1.32 No Exclusion

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

## 1.33 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.

## 1.34 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.

## 1.35 Successors and Assigns

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

## 1.36 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.

## 1.37 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.

## 1.38 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.

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## 1.39 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.

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# 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

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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.

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# 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

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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,

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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.

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# 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.

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# 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;

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(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.

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(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.

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# 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

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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 willful 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 willful misconduct of VTA or its agents, servants or independent contractors who are directly responsible to VTA.

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# 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;

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(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;

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(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;

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(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 defense's that damages are an adequate remedy.

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## 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.

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# 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.

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### 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

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(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

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(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.

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# 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 Contactor 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

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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.

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# GC-10 Reserved

# GC-11 Design Work

## 11.1 Design Obligations

(a) The Contractor must perform the Design Work as is more fully described in the Scope of Work and do everything required to complete the Design Work in accordance with this Contract.

(b) The Contractor must perform the Design Work:

(i) in accordance with:

(A) all Applicable Law and the terms of the applicable Government Approvals;

(B) the Technical Specifications and the other terms of this Contract, including as may be amended by any Modification;

(C) the Contractor Commitments; and

(D) Good Industry Practice;

(ii) taking into account any constraints and physical limits resulting from constraints affecting the Project; and

(iii) so as to complete the Design Work in accordance with any applicable Milestones under the Schedule.

(c) If any Deficiencies in the Design Work are identified (whether by VTA or the Contractor):

(i) all of rights and remedies of VTA under this Contract and any other rights and remedies provided by Applicable Law shall apply; and

(ii) during the Warranty Period, GC-10.28 (Warranties) shall apply.

## 11.2 Project Requirements

(a) VTA has provided the Contractor the information contained in the Technical Specifications, including any documents described in the Scope of Work and may have provided certain design documentation procured prior to the date of this Contract as part of the Reference Documents. Without limiting the generality of GC-1.4 (Reference Documents), the Contractor acknowledges and agrees that:

(i) any design documentation or design criteria or specifications provided to the Contractor as part of the Reference Documents or Technical Specifications are preliminary and conceptual in nature;

(ii) the Contractor has full responsibility for the design of the Work and for furnishing the design of the Project, including any design performed by design firm(s) or individuals designated in accordance with GC-2 (Subcontractors and Personnel). Any references in this Contract to the Contractor's responsibilities or obligations to "perform" the Design Work shall be deemed to mean that the Contractor shall "furnish" the design for the Project;

(iii) any design documentation provided to the Contractor as part of the Reference Documents is not part of this Contract and the terms of GC-1.4 (Reference Documents) shall apply to it; and

(iv) without limiting Contractor's responsibility under the Scope of Work, the Contractor shall:

(A) ascertain whether it considers that there are any design errors, omissions, inconsistencies, or other defects inherent in the defined Technical Specifications, and submit an RFI to VTA in accordance with GC-10.4.5 (Clarification on Drawings and Plans; RFI) requesting clarification and

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information with respect to such potential errors, omissions, inconsistencies, or defects and potential resulting problems; and

(B) verify all calculations and quantity takeoffs contained in the Technical Specifications or otherwise provided by VTA.

(b) In accordance with GC-4 (Changes), the Parties may negotiate and agree to deviations to the design recommendations or other requirements or constraints under the Technical Specifications as part of any negotiation and agreement of a Modification.

(c) Any other deviation by the Contractor from the design recommendations or other requirements or constraints under the Technical Specifications shall require prior written authorization by VTA's Authorized Representative or a Modification.

## 11.3 Approved for Construction

(a) Any Design Document detailing the Final Design Documents for an element of the Work shall only become an AFC Design Document when:

(i) VTA has approved the Design Document in accordance with this Contract, to the extent such approval is required in accordance with the terms of this Contract;

(ii) any applicable Third Party has approved (and where applicable, stamped) the Design Document, to the extent such approval is required in accordance with the terms of this Contract;

(iii) in accordance with this Contract, the Contractor has obtained any amendments or modifications to any Government Approvals necessary to reflect the Final Design Documents or has revised the Final Design Documents to satisfy the requirements of the relevant Governmental Approval as granted, if no amendment or modification is granted;

(iv) the Design Document has been signed and sealed by the Engineer of Record that is responsible for the Design Document;

(v) all other conditions for the Final Design Documents detailed in the Design Document to be ready for construction set out under the Technical Specifications have been satisfied; and

(vi) the Contractor has approved the Final Design Documents detailed in the Design Document as being ready for construction and has re-issued the Design Document with the notation "Approved for Construction" accordingly.

(b) Unless an element is clearly noted as otherwise by the Contractor in an AFC Design Document, all of the Work detailed in an AFC Design Document will be interpreted as being approved and ready for construction by the Contractor.

(c) The Contractor shall be responsible for ensuring that VTA's "approval" of the Design Documents as approved in accordance with this GC-11.3, when applicable, is deemed to constitute "approval" for purposes of California Government Code section 830.6. The Contractor acknowledges and agrees that any such VTA approval shall not be deemed to relieve the Contractor of liability for the design of the Project.

(d) If the Contractor performs any Construction Work prior to the date that the Design Documents for that Construction Work become AFC Design Documents in accordance with this Contract, the Contractor shall make any and all construction modifications necessary, without limitation, to conform to the AFC Design Documents for that Construction Work, including demolition and replacement of completed in-place constructed Work. The Contractor shall comply with this GC-11.3 at its sole expense, and with no extension in Contract Time nor cost relief.

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# 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. | ☒ |
| 3.0 | Civil Rights Laws and Regulations | All Contracts. | ☒ |
| 11.0 | SAM Registration | All Contracts. | ☒ |
| 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. | ☒ |
| 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. | ☐ |
| 36.0 | ADA Access | Contracts for architect & engineer, operations/management, rolling stock purchases, and construction. | ☒ |

# PART 1: REQUIRED FEDERAL TERMS

In addition, the following provisions apply to federally funded Contracts. Please see the table below for the applicability of each provision.

| Section | | Applicability | Applicable |
|---|---|---|---|
| 2.0 | Inspection of Work | All Contracts. | ☒ |
| 4.0 | Fly America | All Contracts. | ☒ |
| 5.0 | No Government Obligation to Third Parties | All Contracts. | ☒ |
| 6.0 | Disputes, Breaches, and Defaults | All Contracts. | ☒ |
| 7.0 | Changes to Federal Requirements | All Contracts. | ☒ |
| 8.0 | Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment | All Contracts. | ☒ |
| 9.0 | Cost Principles and Administrative Remedies | All Contracts, including FHWA-funded Contracts. | ☒ |
| 10.0 | Prohibited Products | All Contracts. | ☒ |
| 12.0 | Safe Operation of Motor Vehicles | All Contracts. | ☒ |
| 13.0 | Clean Air Act and Federal Water Pollution Contract Act | All Contracts over $100,000. | ☒ |

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| Section | | Applicability | Applicable |
|---|---|---|---|
| 14.0 | Lobbying Restrictions | All Contracts with a total value of $100,000 or more. | ☒ |
| 15.0 | Notification Regarding False Claims, Fraud, Waste, Abuse, and Other Legal Matters | All contracts valued at $25,000 or more. | ☒ |
| 16.0 | Program Fraud and False or Fraudulent Statements and Related Acts | All FTA-funded Contracts. | ☒ |
| 17.0 | Incorporation of FTA Terms | All FTA-funded Contracts. | ☒ |
| 18.0 | Trafficking in Persons | All FTA-funded Contracts. | ☒ |
| 19.0 | Charter Services | FTA-funded Contracts for operating public transportation services, meaning the Contractor will provide regular, continuing shared-ride surface transportation services that are open to the general public or open to a segment of the general public defined by age, disability, or low income. | ☐ |
| 20.0 | Public Transportation Employee Protective Arrangements | Contracts for transit operations performed by a Contractor that is an FTA-recognized transit operator. | ☐ |
| 21.0 | Incorporation of FHWA Form 1273 and other Caltrans and Federal Requirements | All FHWA-funded Contracts. | ☐ |
| 22.0 | Title VI Assurances | All DOT-funded Contracts. | ☐ |
| 23.0 | Buy America Requirements | Rolling stock purchase and construction Contracts over $150,000 and Contracts over $150,000 for materials and supplies for steel, iron, manufactured products, and construction materials. | ☐ |
| 24.0 | Pre-Award and Post-Delivery Audits of Rolling Stock Purchases under Buy America | Contracts for the purchase of revenue service rolling stock. | ☐ |
| 25.0 | Cargo Preference Requirements | Contracts involving equipment, materials, commodities that may be transported by ocean vessels. | ☐ |
| 26.0 | Anti-Kickback | Contracts and Subcontracts on public building or public works. | ☐ |
| 27.0 | Contract Work Hours and Safety Standards | Contracts (i) with a total value of more than $100,000 and (ii) involving the employment of mechanics or laborers. | ☐ |
| 29.0 | Patent Rights and Rights in Data | Contracts for experimental or development or research work with a small business firm or non-profit organization Contractor. | ☐ |
| 30.0 | Recycled Products | Operations/management, construction, or materials & supplies Contracts for items designated by the U.S. EPA in 40 C.F.R Part 247, subpart B, when procuring $10,000 or more per year. | ☐ |
| 31.0 | School Bus Operations | Contracts for operating public transportation services, meaning the Contractor will provide regular, continuing shared-ride surface transportation services that are open to the general public or open to a segment of the general public defined by age, disability, or low income (49 U.S.C. § 5302(15). | ☐ |
| 32.0 | Seismic Safety | DOT contracts for construction of new building or addition to existing building. | ☐ |

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| Section | | Applicability | Applicable |
|---|---|---|---|
| 34.0 | NOT USED | | ☐ |
| 35.0 | Conformance with I.T.S. National Architecture | Contracts for the implementation of Intelligent Transportation Systems (ITS) and is funded through the Federal Highway Trust Fund. | ☐ |
| 37.0 | Veteran Preference | Capital project Contracts, funded in whole or in part with federal assistance, consisting of construction work. | ☐ |
| 38.0 | Domestic Preferences for Procurements | Contracts for the purchase, acquisition, or use of goods, produces, or other materials that are under the Buy America threshold ($150,000 or less). | ☐ |
| 39.0 | Energy Conservation | All Contracts. | ☒ |
| 40.0 | National Transit Database | All Contracts. | ☒ |

## 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

VTA, 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

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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 VTA 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**

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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**

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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.

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## 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

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(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

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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:

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(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.

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## 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

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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 17.0 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 4220.1G 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.

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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

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(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 RESERVED

### 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

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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

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(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.

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## 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

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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), 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

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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), 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).

(c) **Withholding for unpaid wages and liquidated damages**

(i) Priority Withheld Funds

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 on 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) Withholding Process

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 reprocurement 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:

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(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

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(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 ay 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

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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.

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## 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.

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## 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 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

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(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 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 the 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**

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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.

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# 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

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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 nondiscrimination 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.

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## 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.

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(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 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).

9.5 Any public works must be identified within the Annual Work Plan with a start and end date to determine applicability of Prevailing Wages and DIR requirements.

**10.0 CONTRACTOR REGISTRATION LAW**

10.1 This Section applies to all contracts that require prevailing wages.

10.2 This Contract is subject to the provisions of California law regarding public works, including, but not limited to the California Labor Code. Contractors and all subcontractors must be registered with the California Department of Industrial Relations ("DIR") to be eligible to work on public works projects in accordance with California Labor Code Section 1725.5. Further, pursuant to California Labor Code Section 1725.5, no contractor or subcontractor may be awarded a contract for public works unless registered with the DIR. The

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Contractor must ensure that its Subcontractors are properly registered with the DIR. Contractors that hire unregistered subcontractors are subject to penalties up to $10,000.

10.3 A list of all registered contractors and subcontractors may be found on the DIR website so that awarding bodies and contractors will be able to comply with the requirement to only use registered contractors and subcontractors.

10.4 This Contract is subject to compliance monitoring and enforcement by the DIR and VTA.

**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 WORKPLACE VIOLENCE PREVENTION REQUIREMENTS**

VTA and Contractor must comply with California Senate Bill 553, also known as the Workplace Violence Prevention Act (WVPA). To comply with the WVPA:

14.1 VTA must train Contractor on VTA's Workplace Violence Prevention Plan ("**WVPP**") and maintain a log of who received training and when; and

14.2 Contractor must, as of the Effective Date, provide VTA written notification by sending an email to VTA.Safety.Security@vta.org of the name, title, phone number, and email address of its designated supervisory employee, who will be responsible for doing the following:

(a) Receive and acknowledge receipt of (i) VTA's WVPP, (ii) a link to additional information about VTA's WVPP, and (iii) VTA's designated email alias for asking questions related to VTA's WVPP;

(b) Attend training on VTA's WVPP at the time and place, and in the manner designated by VTA;

(c) Communicate to employees of Contractor and its subcontractors the reporting requirements under VTA's WVPP;

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(d) Record in a log that complies with California Labor Code section 6401.9(d) any incident of "Workplace Violence," as defined by California Labor Code section 6401.9(a)(6), that occurs within the course and scope of Contractor's or its subcontractors' performance of this Contract; and

(e) Report in writing pursuant to the WVPP any incident of Workplace Violence that occurs within the course and scope of Contractor's or its subcontractors' performance of this Contract immediately to VTA by providing the information required by California Labor Code section 6401.9(d)(2).

14.3 Contractor's failure to meet any of its obligations set forth in Section 14 will constitute a material breach of this Contract.

**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 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

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

## 18.0 SENSITIVE SECURITY INFORMATION

The Contractor must comply with the agency-wide VTA Policy 600.015 on Sensitive Security Information for any 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.

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# EXHIBIT 5 - WAGE DETERMINATION

See next page.

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

"General Decision Number: CA20260018 01/30/2026

Superseded General Decision Number: CA20250018

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

Counties: Alameda, Calaveras, Contra Costa, Fresno, Kings, Madera, Mariposa, Merced, Monterey, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Stanislaus and
Tuolumne Counties in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does
not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

| Modification Number | Publication Date |
|---|---|
| 0 | 01/02/2026 |
| 1 | 01/09/2026 |
| 2 | 01/16/2026 |
| 3 | 01/23/2026 |
| 4 | 01/30/2026 |

ASBE0016-004 05/01/2025

AREA 1: CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TOULMNE COUNTIES

AREA 2: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA
CLARA COUNTIES

| | Rates | Fringes |
|---|---|---|

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

Asbestos Removal
worker/hazardous material
handler (Includes
preparation, wetting,
stripping, removal,
scrapping, vacuuming, bagging
and disposing of all
insulation materials from
mechanical systems, whether
they contain asbestos or not)

| | | |
|---|---|---|
| Area 1 | $ 34.56 | 11.40 |
| Area 2 | $ 44.73 | 12.75 |

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ASBE0016-008 01/01/2024

AREA 1: ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA, & SANTA CRUZ

AREA 2: CALAVERAS, COLUSA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS, & TUOLUMNE

| | Rates | Fringes |
|---|---|---|
| Asbestos Workers/Insulator (Includes the application of all insulating materials, Protective Coverings, Coatings, and Finishes to all types of mechanical systems) | | |
| Area 1 | $ 84.76 | 25.07 |
| Area 2 | $ 64.56 | 25.07 |

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BOIL0549-001 01/01/2021

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: REMAINING COUNTIES

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

| | Rates | Fringes |
|---|---|---|
| BOILERMAKER | | |
| Area 1 | $ 49.62 | 41.27 |
| Area 2 | $ 45.60 | 38.99 |

BRCA0003-001 08/01/2024

| | Rates | Fringes |
|---|---|---|
| MARBLE FINISHER | $ 42.06 | 19.80 |

BRCA0003-003 08/01/2024

| | Rates | Fringes |
|---|---|---|
| MARBLE MASON | $ 61.72 | 30.31 |

BRCA0003-005 05/01/2024

| | Rates | Fringes |
|---|---|---|
| BRICKLAYER | | |
| ( 1) Fresno, Kings, Madera, Mariposa, Merced | $ 51.17 | 25.80 |
| ( 7) San Francisco, San Mateo | $ 57.02 | 28.50 |
| ( 8) Alameda, Contra Costa, San Benito, Santa Clara | $ 56.94 | 26.28 |
| ( 9) Calaveras, San Joaquin, Stanislaus, Toulumne | $ 52.76 | 25.01 |
| (16) Monterey, Santa Cruz | $ 54.18 | 27.82 |

BRCA0003-008 07/01/2024

| | Rates | Fringes |
|---|---|---|
| TERRAZZO FINISHER | $ 44.93 | 20.98 |

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TERRAZZO WORKER/SETTER.....$ 60.58 29.79

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BRCA0003-011 04/01/2024

AREA 1: Alameda, Contra Costa, Monterey, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz

AREA 2: Calaveras, San Joaquin, Stanislaus, Tuolumne

AREA 3: Fresno, Kings, Madera, Mariposa, Merced

| | Rates | Fringes |
|---|---|---|
| TILE FINISHER | | |
| Area 1 | $ 37.75 | 19.28 |
| Area 2 | $ 34.76 | 19.22 |
| Area 3 | $ 32.68 | 18.32 |
| Tile Layer | | |
| Area 1 | $ 59.92 | 22.62 |
| Area 2 | $ 55.17 | 22.52 |
| Area 3 | $ 50.28 | 22.05 |

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CARP0022-001 07/01/2023

San Francisco County

| | Rates | Fringes |
|---|---|---|
| Carpenters | | |
| Bridge Builder/Highway Carpenter | $ 60.39 | 33.52 |
| Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer | $ 60.54 | 33.52 |
| Journeyman Carpenter | $ 60.39 | 33.52 |
| Millwright | $ 60.49 | 35.11 |

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CARP0034-001 07/01/2021

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

| | Rates | Fringes |
|---|---|---|
| Diver | | |
| Assistant Tender, ROV Tender/Technician | $ 54.10 | 34.69 |
| Diver standby | $ 60.51 | 34.69 |
| Diver Tender | $ 59.51 | 34.69 |
| Diver wet | $ 103.62 | 34.69 |
| Manifold Operator (mixed gas) | $ 64.51 | 34.69 |
| Manifold Operator (Standby) | $ 59.51 | 34.69 |

DEPTH PAY (Surface Diving):

| | |
|---|---|
| 050 to 100 ft | $2.00 per foot |
| 101 to 150 ft | $3.00 per foot |
| 151 to 220 ft | $4.00 per foot |
| 221 ft.-deeper | $5.00 per foot |

SATURATION DIVING:
The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

DIVING IN ENCLOSURES:
Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: $1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48"" in height, the premium will be $1.00 per foot.

WORK IN COMBINATION OF CLASSIFICATIONS:
Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

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CARP0034-003 07/01/2021

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

| | Rates | Fringes |
|---|---|---|
| Piledriver | $ 54.10 | 34.69 |

CARP0035-007 07/01/2020

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, San
Joaquin, Stanislaus, Tuolumne Counties

| | Rates | Fringes |
|---|---|---|
| Modular Furniture Installer | | |
| Area 1 | | |
| Installer | $ 28.76 | 22.53 |
| Lead Installer | $ 32.21 | 23.03 |
| Master Installer | $ 36.43 | 23.03 |
| Area 2 | | |
| Installer | $ 26.11 | 22.53 |
| Lead Installer | $ 29.08 | 23.03 |
| Master Installer | $ 32.71 | 23.03 |
| Area 3 | | |
| Installer | $ 25.16 | 22.53 |
| Lead Installer | $ 27.96 | 23.03 |
| Master Installer | $ 31.38 | 23.03 |

CARP0035-008 08/01/2020

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: San Joaquin

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

AREA 4: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, Stanislaus, Tuolumne Counties

| | Rates | Fringes |
|---|---|---|
| Drywall Installers/Lathers: | | |
| Area 1 | $ 52.65 | 31.26 |
| Area 2 | $ 46.77 | 31.26 |
| Area 3 | $ 47.27 | 31.26 |
| Area 4 | $ 45.92 | 31.26 |
| Drywall Stocker/Scrapper | | |
| Area 1 | $ 26.33 | 18.22 |
| Area 2 | $ 23.39 | 18.22 |
| Area 3 | $ 23.64 | 18.22 |
| Area 4 | $ 22.97 | 18.22 |

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CARP0152-001 07/01/2020

Contra Costa County

| | Rates | Fringes |
|---|---|---|
| Carpenters | | |
| Bridge Builder/Highway Carpenter | $ 52.65 | 30.82 |
| Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer | $ 52.80 | 30.82 |
| Journeyman Carpenter | $ 52.65 | 30.82 |
| Millwright | $ 52.75 | 32.41 |

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CARP0152-002 07/01/2020

San Joaquin County

| | Rates | Fringes |
|---|---|---|
| Carpenters | | |
| Bridge Builder/Highway | | |

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

| | | |
|---|---|---|
| Carpenter | $ 52.65 | 30.82 |
| Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer | $ 46.92 | 30.82 |
| Journeyman Carpenter | $ 46.77 | 30.82 |
| Millwright | $ 49.27 | 32.41 |

CARP0152-004 07/01/2020

Calaveras, Mariposa, Merced, Stanislaus and Tuolumne Counties

| | Rates | Fringes |
|---|---|---|
| Carpenters | | |
| Bridge Builder/Highway Carpenter | $ 52.65 | 30.82 |
| Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer | $ 45.57 | 30.82 |
| Journeyman Carpenter | $ 45.42 | 30.82 |
| Millwright | $ 47.92 | 32.41 |

CARP0217-001 07/01/2023

San Mateo County

| | Rates | Fringes |
|---|---|---|
| Carpenters | | |
| Bridge Builder/Highway Carpenter | $ 60.39 | 33.52 |
| Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer | $ 60.54 | 33.52 |
| Journeyman Carpenter | $ 60.39 | 33.52 |
| Millwright | $ 60.49 | 35.11 |

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CARP0405-001 07/01/2021

Santa Clara County

| | Rates | Fringes |
|---|---|---|
| Carpenters | | |
| Bridge Builder/Highway Carpenter | $ 54.85 | 31.49 |
| Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer | $ 55.00 | 31.49 |
| Journeyman Carpenter | $ 54.85 | 31.49 |
| Millwright | $ 54.95 | 33.08 |

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CARP0405-002 07/01/2021

San Benito County

| | Rates | Fringes |
|---|---|---|
| Carpenters | | |
| Bridge Builder/Highway Carpenter | $ 54.85 | 31.49 |
| Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer | $ 49.12 | 31.49 |
| Journeyman Carpenter | $ 48.97 | 31.49 |
| Millwright | $ 51.47 | 33.08 |

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CARP0505-001 07/01/2021

Santa Cruz County

| | Rates | Fringes |
|---|---|---|

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

Carpenters
Bridge Builder/Highway Carpenter.....$ 54.85 31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....$ 49.12 31.49
Journeyman Carpenter.....$ 48.97 31.49
Millwright.....$ 51.47 33.08

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CARP0605-001 07/01/2021

Monterey County

| | Rates | Fringes |
|---|---|---|
| Carpenters | | |
| Bridge Builder/Highway Carpenter | $ 54.85 | 31.49 |
| Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer | $ 49.12 | 31.49 |
| Journeyman Carpenter | $ 48.97 | 31.49 |
| Millwright | $ 51.47 | 33.08 |

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CARP0701-001 07/01/2021

Fresno and Madera Counties

| | Rates | Fringes |
|---|---|---|
| Carpenters | | |
| Bridge Builder/Highway Carpenter | $ 54.85 | 31.49 |
| Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer | $ 47.77 | 31.49 |

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| | | |
|---|---|---|
| Journeyman Carpenter | $ 47.62 | 31.49 |
| Millwright | $ 50.12 | 33.08 |

CARP0713-001 07/01/2021

Alameda County

| | Rates | Fringes |
|---|---|---|
| Carpenters | | |
| Bridge Builder/Highway Carpenter | $ 54.85 | 31.49 |
| Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer | $ 55.00 | 31.49 |
| Journeyman Carpenter | $ 54.85 | 31.49 |
| Millwright | $ 54.95 | 33.08 |

CARP1109-001 07/01/2021

Kings County

| | Rates | Fringes |
|---|---|---|
| Carpenters | | |
| Bridge Builder/Highway Carpenter | $ 54.85 | 31.49 |
| Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer | $ 47.77 | 31.49 |
| Journeyman Carpenter | $ 47.62 | 31.49 |
| Millwright | $ 50.12 | 33.08 |

ELEC0006-004 12/01/2025

SAN FRANCISCO COUNTY

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

| | Rates | Fringes |
|---|---|---|
| Sound & Communications | | |
| Installer | $ 58.83 | 3%+29.75 |
| Technician | $ 67.65 | 3%+29.75 |

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

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ELEC0006-007 06/01/2024

SAN FRANCISCO COUNTY

| | Rates | Fringes |
|---|---|---|
| ELECTRICIAN | $ 91.25 | 3%+45.315 |

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ELEC0100-002 09/01/2025

FRESNO, KINGS, AND MADERA COUNTIES

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

| | Rates | Fringes |
|---|---|---|
| ELECTRICIAN | $ 50.00 | 30.15 |

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ELEC0100-005 12/01/2024

FRESNO, KINGS, MADERA

| | Rates | Fringes |
|---|---|---|
| Communications System Installer | $ 45.28 | 28.01 |
| Technician | $ 52.07 | 28.21 |

SCOPE OF WORK

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS Background foreground music, Intercom and telephone interconnect systems, Telephone systems Nurse call systems, Radio page systems, School intercom and sound systems, Burglar alarm systems, Low voltage, master clock systems, Multi-media/multiplex systems, Sound and musical entertainment systems, RF systems, Antennas and Wave Guide,

B. FIRE ALARM SYSTEMS Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS Television monitoring and surveillance systems Video security systems, Video entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV

D. SECURITY SYSTEMS Perimeter security systems Vibration

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sensor systems Card access systems Access control systems, Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation) Inventory Control Systems, Digital Data Systems Broadband and Baseband and Carriers Point of Sale Systems, VSAT Data Systems Data Communication Systems RF and Remote Control Systems, Fiber Optic Data Systems

WORK EXCLUDED Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems. Energy management systems. SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope). Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:
1. The project involves new or major remodel building trades construction.
2. The conductors for the fire alarm system are installed in conduit.

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ELEC0234-001 12/30/2025

MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

| | Rates | Fringes |
|---|---|---|
| ELECTRICIAN | | |
| Zone A | $ 70.41 | 33.76 |
| Zone B | $ 77.45 | 33.97 |

Zone A: All of Santa Cruz, Monterey, and San Benito Counties within 25 air miles of Highway 1 and Dolan Road in Moss Landing, and an area extending 5 miles east and west of

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Highway 101 South to the San Luis Obispo County Line

Zone B: Any area outside of Zone A

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ELEC0234-003 12/01/2021

MONTEREY, SAN BENITO, AND SANTA CRUZ COUNTIES

| | Rates | Fringes |
|---|---|---|
| Sound & Communications | | |
| Installer | $ 47.93 | 24.09 |
| Technician | $ 55.12 | 24.30 |

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

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ELEC0302-001 03/01/2025

CONTRA COSTA COUNTY

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| | Rates | Fringes |
|---|---|---|
| CABLE SPLICER | $ 74.54 | 36.09 |
| ELECTRICIAN | $ 66.26 | 35.84 |

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ELEC0302-003 12/01/2025

CONTRA COSTA COUNTY

| | Rates | Fringes |
|---|---|---|
| Sound & Communications | | |
| Installer | $ 53.08 | 3%+29.25 |
| Technician | $ 61.04 | 3%+29.25 |

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

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ELEC0332-001 06/01/2025

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SANTA CLARA COUNTY

| | Rates | Fringes |
|---|---|---|
| CABLE SPLICER | $ 104.68 | 49.46 |
| ELECTRICIAN | $ 91.03 | 49.05 |

FOOTNOTES: Work under compressed air or where gas masks are required, orwork on ladders, scaffolds, stacks, ""Bosun's chairs,"" or other structures and where the workers are not protected by permanent guard rails at a distance of 40 to 60 ft. from the ground or supporting structures: to be paid one and one-half times the straight-time rate of pay. Work on structures of 60 ft. or over (as described above): to be paid twice the straight-time rate of pay.

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ELEC0332-003 12/01/2025

SANTA CLARA COUNTY

| | Rates | Fringes |
|---|---|---|
| Sound & Communications | | |
| Installer | $ 58.33 | 31.00 |
| Technician | $ 67.08 | 31.26 |

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

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FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

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ELEC0595-001 06/01/2025

ALAMEDA COUNTY

| | Rates | Fringes |
|---|---|---|
| CABLE SPLICER | $ 87.40 | 3%+46.79 |
| ELECTRICIAN | $ 76.00 | 3%+46.79 |

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ELEC0595-002 06/01/2024

CALAVERAS AND SAN JOAQUIN COUNTIES

| | Rates | Fringes |
|---|---|---|
| CABLE SPLICER | $ 59.34 | 3%+30.48 |
| ELECTRICIAN | | |
| (1) Tunnel work | $ 51.92 | 3%+30.48 |
| (2) All other work | $ 49.45 | 3%+30.48 |

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* ELEC0595-006 12/01/2025

ALAMEDA COUNTY

| | Rates | Fringes |
|---|---|---|
| Sound & Communications | | |
| Installer | $ 58.33 | 3%+29.25 |
| Technician | $ 67.08 | 3%+29.25 |

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other

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data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

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ELEC0595-008 12/01/2024

CALAVERAS AND SAN JOAQUIN COUNTIES

| | Rates | Fringes |
|---|---|---|
| Communications System | | |
| Installer | $ 45.28 | 3%+26.65 |
| Technician | $ 52.07 | 3%+26.65 |

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety

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systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

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ELEC0617-001 06/01/2025

SAN MATEO COUNTY

| | Rates | Fringes |
|---|---|---|
| ELECTRICIAN | $ 86.00 | 51.07 |

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ELEC0617-003 12/01/2025

SAN MATEO COUNTY

| | Rates | Fringes |
|---|---|---|
| Sound & Communications | | |
| Installer | $ 58.33 | 31.00 |
| Technician | $ 67.08 | 31.26 |

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety

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systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

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ELEC0684-001 12/01/2024

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

| | Rates | Fringes |
|---|---|---|
| ELECTRICIAN | $ 48.50 | 30.09 |

CABLE SPLICER = 110% of Journeyman Electrician

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ELEC0684-004 12/01/2024

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

| | Rates | Fringes |
|---|---|---|
| Communications System | | |
| Installer | $ 45.28 | 28.01 |
| Technician | $ 52.07 | 28.21 |

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are

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installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

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ELEC1245-001 01/01/2025

| | Rates | Fringes |
|---|---|---|
| LINE CONSTRUCTION | | |
| (1) Lineman; Cable splicer | $ 70.16 | 24.71 |
| (2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment) | $ 53.30 | 22.26 |
| (3) Groundman | $ 40.76 | 21.76 |
| (4) Powderman | $ 51.87 | 18.79 |

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

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ELEV0008-001 01/01/2025

| | Rates | Fringes |
|---|---|---|
| ELEVATOR MECHANIC | $ 84.05 | 38.435+a+b |

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FOOTNOTE:
a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

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ENGI0003-001 06/30/2025

""AREA 1"" WAGE RATES ARE LISTED BELOW

""AREA 2"" RECEIVES AN ADDITIONAL $2.00 PER HOUR ABOVE AREA 1 RATES.

SEE AREA DEFINITIONS BELOW

| | Rates | Fringes |
|---|---|---|
| OPERATOR: Power Equipment (AREA 1:) | | |
| GROUP 1 | $ 66.96 | 32.53 |
| GROUP 2 | $ 65.43 | 32.53 |
| GROUP 3 | $ 63.95 | 32.53 |
| GROUP 4 | $ 62.57 | 32.53 |
| GROUP 5 | $ 61.30 | 32.53 |
| GROUP 6 | $ 59.98 | 32.53 |
| GROUP 7 | $ 58.84 | 32.53 |
| GROUP 8 | $ 57.70 | 32.53 |
| GROUP 8-A | $ 55.49 | 32.53 |
| OPERATOR: Power Equipment (Cranes and Attachments - AREA 1:) | | |
| GROUP 1 | | |
| Cranes | $ 68.59 | 32.53 |
| Oiler | $ 43.79 | 31.15 |
| Truck crane oiler | $ 46.08 | 31.15 |
| GROUP 2 | | |
| Cranes | $ 66.08 | 32.53 |

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| | | |
|---|---|---|
| Oiler | $ 42.83 | 31.15 |
| Truck crane oiler | $ 45.07 | 31.15 |
| GROUP 3 | | |
| Cranes | $ 64.34 | 32.53 |
| Hydraulic | $ 59.98 | 32.53 |
| Oiler | $ 42.55 | 31.15 |
| Truck crane oiler | $ 44.83 | 31.15 |
| GROUP 4 | | |
| Cranes | $ 61.30 | 32.53 |
| OPERATOR: Power Equipment (Piledriving - AREA 1:) | | |
| GROUP 1 | | |
| Lifting devices | $ 52.64 | 31.15 |
| Oiler | $ 43.38 | 31.15 |
| Truck Crane Oiler | $ 45.66 | 31.15 |
| GROUP 2 | | |
| Lifting devices | $ 50.82 | 31.15 |
| Oiler | $ 43.11 | 31.15 |
| Truck Crane Oiler | $ 45.41 | 31.15 |
| GROUP 3 | | |
| Lifting devices | $ 49.14 | 31.15 |
| Oiler | $ 42.89 | 31.15 |
| Truck Crane Oiler | $ 45.12 | 31.15 |
| GROUP 4 | | |
| Lifting devices | $ 47.37 | 31.15 |
| GROUP 5 | | |
| Lifting devices | $ 44.73 | 31.15 |
| GROUP 6 | | |
| Lifting devices | $ 42.50 | 31.15 |
| OPERATOR: Power Equipment (Steel Erection - AREA 1:) | | |
| GROUP 1 | | |
| Cranes | $ 68.81 | 32.53 |
| Oiler | $ 43.72 | 31.15 |
| Truck Crane Oiler | $ 45.95 | 31.15 |
| GROUP 2 | | |
| Cranes | $ 67.04 | 32.53 |
| Oiler | $ 43.45 | 31.15 |
| Truck Crane Oiler | $ 45.73 | 31.15 |
| GROUP 3 | | |
| Cranes | $ 65.56 | 32.53 |
| Hydraulic | $ 45.07 | 31.15 |
| Oiler | $ 43.23 | 31.15 |
| Truck Crane Oiler | $ 45.46 | 31.15 |

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GROUP 4
Cranes.....$ 63.54 32.53
GROUP 5
Cranes.....$ 62.24 32.53
OPERATOR: Power Equipment
(Tunnel and Underground Work
- AREA 1:)
SHAFTS, STOPES, RAISES:
GROUP 1.....$ 63.06 32.53
GROUP 1-A.....$ 65.53 32.53
GROUP 2.....$ 61.80 32.53
GROUP 3.....$ 60.47 32.53
GROUP 4.....$ 59.33 32.53
GROUP 5.....$ 58.19 32.53
UNDERGROUND:
GROUP 1.....$ 62.96 32.53
GROUP 1-A.....$ 65.43 32.53
GROUP 2.....$ 61.70 32.53
GROUP 3.....$ 60.37 32.53
GROUP 4.....$ 59.23 32.53
GROUP 5.....$ 58.09 32.53

FOOTNOTE: Work suspended by ropes or cables, or work on a Yo-Yo Cat: $.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Licensed construction work boat operator, on site; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination
backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine assistant to engineer or mechanic; Crane mounted continuous flight tie back machine, tonnage to apply; Crane mounted drill attachment, tonnage to apply;

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Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Long reach excavator; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber- tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed constuction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled

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compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom- type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self- propelled pipeline wrapping machine; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing mahcine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck- type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire

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tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

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ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under;

GROUP 4: Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons;

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PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

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STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

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GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

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TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump operator; Slusher operator

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AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS,TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

AREA 1: ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, STANISLAUS, TUOLUMNE

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AREA 2 -NOTED BELOW

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS
NOTED BELOW:

CALAVERAS COUNTY:
Area 1: Remainder
Area 2: Eastern Part

FRESNO COUNTY:
Area 1: Remainder
Area 2: Eastern Part

MADERA COUNTY:
Area 1: Remainder
Area 2: Eastern Part

MARIPOSA COUNTY:
Area 1: Remainder
Area 2: Eastern Part

MONTEREY COUNTY:
Area 1: Remainder
Area 2: Southwestern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

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ENGI0003-008 08/01/2024

| | Rates | Fringes |
|---|---|---|
| Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:) | | |
| AREA 1: | | |
| (1) Leverman | $ 60.61 | 39.55 |
| (2) Dredge Dozer; Heavy duty repairman | $ 55.65 | 39.55 |
| (3) Booster Pump | | |

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| | | |
|---|---|---|
| Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator | $ 54.53 | 39.55 |
| (4) Bargeman; Deckhand; Fireman; Leveehand; Oiler | $ 51.23 | 39.55 |
| AREA 2: | | |
| (1) Leverman | $ 62.61 | 39.55 |
| (2) Dredge Dozer; Heavy duty repairman | $ 57.65 | 39.55 |
| (3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator | $ 56.53 | 39.55 |
| (4) Bargeman; Deckhand; Fireman; Leveehand; Oiler | $ 53.23 | 39.55 |

AREA DESCRIPTIONS

AREA 1: ALAMEDA,BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2: MODOC COUNTY

THE REMAINGING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2
AS NOTED BELOW:

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Remainder
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

ELDORADO COUNTY:

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Area 1:  North Central part
Area 2:  Remainder

FRESNO COUNTY:
Area 1: Remainder
Area 2: Eastern part

GLENN COUNTY:
Area 1:  Eastern part
Area 2: Remainder

LASSEN COUNTY:
  Area 1:  Western part along the Southern portion of border with Shasta County
Area 2:  Remainder

MADERA COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

MONTERREY COUNTY
Area 1: Except Southwestern part
Area 2: Southwestern part

NEVADA COUNTY:
  Area 1:  All but the Northern portion along the border of Sierra County
Area 2:  Remainder

PLACER COUNTY:
Area 1:  Al but the Central portion
Area 2:  Remainder

PLUMAS COUNTY:
Area 1:  Western portion
Area 2:  Remainder

SHASTA COUNTY:
Area 1:  All but the Northeastern corner
Area 2:  Remainder

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SIERRA COUNTY:
Area 1:  Western part
Area 2:  Remainder

SISKIYOU COUNTY:
Area 1:  Central part
Area 2:  Remainder

SONOMA COUNTY:
Area 1:  All but the Northwestern corner
Area 2:  Remainder

TEHAMA COUNTY:
  Area 1:  All but the Western border with Mendocino & Trinity
  Counties
Area 2:  Remainder

TRINITY COUNTY:
  Area 1:  East Central part and the Northeastern border with
  Shasta County
Area 2:  Remainder

TUOLUMNE COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

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 ENGI0003-019 06/30/2025

SEE AREA DESCRIPTIONS BELOW

| | Rates | Fringes |
|---|---|---|
| OPERATOR:  Power Equipment (LANDSCAPE WORK ONLY) | | |
| GROUP 1 | | |
| AREA 1 | $ 55.85 | 28.56 |
| AREA 2 | $ 57.85 | 28.56 |
| GROUP 2 | | |
| AREA 1 | $ 52.25 | 28.56 |
| AREA 2 | $ 54.25 | 28.56 |
| GROUP 3 | | |

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| | | |
|---|---|---|
| AREA 1..... | $ 47.64 | 28.56 |
| AREA 2..... | $ 49.64 | 28.56 |

GROUP DESCRIPTIONS:

GROUP 1: Landscape Finish Grade Operator: All finish grade work regardless of equipment used, and all equipment with a rating more than 65 HP.

GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

GROUP 3: Landscae Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

DEL NORTE COUNTY:
Area 1: Extreme Southwestern corner
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

HUMBOLDT COUNTY:
Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:
Area 1: Southern part
Area 2: Remainder

LASSEN COUNTY:
  Area 1: Western part along the Southern portion of border
  with Shasta County
Area 2: Remainder

MADERA COUNTY
Area 1: Remainder
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Remainder
Area 2: Eastern part

MENDOCINO COUNTY:
Area 1: Central and Southeastern parts

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

Area 2: Remainder

MONTEREY COUNTY
Area 1: Remainder
Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Reaminder

TEHAMA COUNTY:
Area 1: All but the Western border with mendocino & Trinity Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeaster border with Shasta County
Area 2: Remainder

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TULARE COUNTY;
Area 1: Remainder
Area 2: Eastern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

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IRON0377-001 01/01/2025

ALAMEDA, CONTRA COSTA, SAN MATEO, SANTA CLARA COUNTIES

| | Rates | Fringes |
|---|---|---|
| Ironworkers: | | |
| Fence Erector | $ 45.78 | 26.51 |
| Ornamental, Reinforcing and Structural | $ 55.33 | 35.15 |

PREMIUM PAY:

$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine
Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

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IRON0377-003 01/01/2025

SAN FRANCISCO CITY and COUNTY

| | Rates | Fringes |
|---|---|---|
| Ironworkers: | | |
| Fence Erector | $ 45.78 | 26.51 |
| Ornamental, Reinforcing and Structural | $ 55.83 | 35.15 |

PREMIUM PAY:

$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine
Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

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IRON0433-005 01/01/2025

REMAINING COUNTIES

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

| | Rates | Fringes |
|---|---|---|
| IRONWORKER | | |
| Fence Erector | $ 45.78 | 26.51 |
| Ornamental, Reinforcing and Structural | $ 50.70 | 35.15 |

PREMIUM PAY:

$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine
Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

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LABO0067-006 06/30/2025

AREA ""1"" - ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND
SANTA CLARA COUNTIES

AREA ""2"" - CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, STANISLAUS, AND TUOLUMNE COUNTIES

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

| | Rates | Fringes |
|---|---|---|
| LABORER (ASBESTOS/MOLD/LEAD LABORER) | | |
| Area 1 | $ 39.15 | 30.03 |
| Area 2 | $ 38.15 | 30.03 |

ASBESTOS REMOVAL-SCOPE OF WORK: Site mobilization; initial site clean-up; site preparation; removal of asbestos-containing materials from walls and ceilings; or from pipes, boilers and mechanical systems only if they are being scrapped; encapsulation, enclosure and disposal of asbestos-containing materials by hand or with equipment or machinery; scaffolding; fabrication of temporary wooden barriers; and assembly of decontamination stations.

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LABO0073-002 07/01/2023

CALAVERAS AND SAN JOAQUIN COUNTIES

| | Rates | Fringes |
|---|---|---|
| LABORER (TRAFFIC CONTROL/LANE CLOSURE) | | |
| Escort Driver, Flag Person | $ 36.26 | 27.30 |
| Traffic Control Person I | $ 36.56 | 27.30 |
| Traffic Control Person II | $ 34.06 | 27.30 |

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

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LABO0073-003 07/01/2023

SAN JOAQUIN COUNTY

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

| | Rates | Fringes |
|---|---|---|
| LABORER | | |
| Mason Tender-Brick | $ 36.29 | 25.55 |

LABO0073-005 06/26/2023

| | Rates | Fringes |
|---|---|---|
| Tunnel and Shaft Laborers: | | |
| GROUP 1 | $ 45.89 | 27.72 |
| GROUP 2 | $ 45.66 | 27.72 |
| GROUP 3 | $ 45.41 | 27.72 |
| GROUP 4 | $ 44.96 | 27.72 |
| GROUP 5 | $ 44.42 | 27.72 |
| Shotcrete Specialist | $ 46.41 | 27.72 |

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

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LABO0073-007 06/30/2025

CALAVERAS AND SAN JOAQUIN COUNTIES

| | Rates | Fringes |
|---|---|---|
| LABORER (CONSTRUCTION CRAFT LABORERS) | | |
| Construction Specialist Group | $ 38.85 | 29.89 |
| GROUP 1 | $ 38.15 | 29.89 |
| GROUP 1-a | $ 38.37 | 29.89 |
| GROUP 1-c | $ 38.20 | 29.89 |
| GROUP 1-e | $ 38.70 | 29.89 |
| GROUP 1-f | $ 30.37 | 29.89 |
| GROUP 2 | $ 38.00 | 29.89 |
| GROUP 3 | $ 37.90 | 29.89 |
| GROUP 4 | $ 31.59 | 29.89 |
| See groups 1-b and 1-d under laborer classifications. | | |
| LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS) | | |
| (1) New Construction | $ 37.90 | 29.89 |
| (2) Establishment Warranty Period | $ 31.59 | 29.89 |
| LABORER (GUNITE) | | |
| GROUP 1 | $ 39.11 | 29.89 |
| GROUP 2 | $ 38.61 | 29.89 |
| GROUP 3 | $ 38.02 | 29.89 |
| GROUP 4 | $ 37.90 | 29.89 |
| LABORER (WRECKING) | | |
| GROUP 1 | $ 38.15 | 29.89 |
| GROUP 2 | $ 38.00 | 29.89 |

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

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Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143
and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

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GUNITE LABORER CLASSIFICATIONS

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

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WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

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LABO0073-009 07/01/2023

CALAVERAS AND SAN JOAQUIN COUNTIES

| | Rates | Fringes |
|---|---|---|
| LABORER (Plaster Tender)..... | $ 39.77 | 28.54 |

Work on a swing stage scaffold: $1.00 per hour additional.

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LABO0261-003 07/01/2023

SAN FRANCISCO AND SAN MATEO COUNTIES

| | Rates | Fringes |
|---|---|---|
| LABORER (TRAFFIC CONTROL/LANE CLOSURE) | | |
| Escort Driver, Flag Person.. | $ 37.26 | 27.30 |
| Traffic Control Person I.... | $ 37.56 | 27.30 |
| Traffic Control Person II... | $ 35.06 | 27.30 |

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

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LABO0261-005 06/26/2023

SAN FRANCISCO AND SAN MATEO COUNTIES

| | Rates | Fringes |
|---|---|---|
| Tunnel and Shaft Laborers: | | |
| GROUP 1 | $ 45.89 | 27.72 |
| GROUP 2 | $ 45.66 | 27.72 |
| GROUP 3 | $ 45.41 | 27.72 |
| GROUP 4 | $ 44.96 | 27.72 |
| GROUP 5 | $ 44.42 | 27.72 |
| Shotcrete Specialist | $ 46.41 | 27.72 |

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LABO0261-009 06/26/2023

SAN FRANCISCO, AND SAN MATEO COUNTIES

| | Rates | Fringes |
|---|---|---|
| LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:) | | |
| Construction Specialist Group | $ 37.20 | 27.30 |
| GROUP 1 | $ 36.50 | 27.30 |
| GROUP 1-a | $ 36.72 | 27.30 |
| GROUP 1-c | $ 36.55 | 27.30 |
| GROUP 1-e | $ 37.05 | 27.30 |
| GROUP 1-f | $ 31.37 | 23.20 |
| GROUP 2 | $ 36.35 | 27.30 |
| GROUP 3 | $ 36.25 | 27.30 |
| GROUP 4 | $ 29.94 | 27.30 |
| See groups 1-b and 1-d under laborer classifications. | | |
| LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:) | | |
| (1) New Construction | $ 36.25 | 27.30 |
| (2) Establishment Warranty Period | $ 29.94 | 27.30 |
| LABORER (WRECKING - AREA A:) | | |
| GROUP 1 | $ 36.50 | 27.30 |
| GROUP 2 | $ 36.35 | 27.30 |
| Laborers: (GUNITE - AREA A:) | | |
| GROUP 1 | $ 37.46 | 27.30 |
| GROUP 2 | $ 36.96 | 27.30 |
| GROUP 3 | $ 36.37 | 27.30 |
| GROUP 4 | $ 36.25 | 27.30 |

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

entitled to receive the wage rate set forth in Group 1-a below.

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LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller;

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143
and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general
laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

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GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

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WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

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LABO0261-011 07/01/2023

SAN FRANCISCO AND SAN MATEO COUNTIES:

| | Rates | Fringes |
|---|---|---|
| MASON TENDER, BRICK | $ 37.05 | 27.45 |

FOOTNOTES: Underground work such as sewers, manholes, catch basins, sewer pipes, telephone conduits, tunnels and cut trenches: $5.00 per day additional. Work in live sewage: $2.50 per day additional.

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LABO0261-014 07/01/2023

SAN FRANCISCO AND SAN MATEO COUNTIES:

| | Rates | Fringes |
|---|---|---|

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

PLASTER TENDER.....$ 41.93 30.32

Work on a swing stage scaffold: $1.00 per hour additional.

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LABO0270-003 07/01/2023

AREA A: SANTA CLARA

AREA B: MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

| | Rates | Fringes |
|---|---|---|
| LABORER (TRAFFIC CONTROL/LANE CLOSURE) | | |
| Escort Driver, Flag Person | | |
| Area A | $ 37.26 | 27.30 |
| Area B | $ 36.26 | 27.30 |
| Traffic Control Person I | | |
| Area A | $ 37.56 | 27.30 |
| Area B | $ 36.56 | 27.30 |
| Traffic Control Person II | | |
| Area A | $ 35.06 | 27.30 |
| Area B | $ 34.06 | 27.30 |

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

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LABO0270-004 06/26/2023

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES

| | Rates | Fringes |
|---|---|---|
| Tunnel and Shaft Laborers: | | |
| GROUP 1 | $ 45.89 | 27.72 |

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

| | | |
|---|---|---|
| GROUP 2 | $ 45.66 | 27.72 |
| GROUP 3 | $ 45.41 | 27.72 |
| GROUP 4 | $ 44.96 | 27.72 |
| GROUP 5 | $ 44.42 | 27.72 |
| Shotcrete Specialist | $ 46.41 | 27.72 |

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LABO0270-005 07/01/2023

MONTEREY AND SAN BENITO COUNTIES

| | Rates | Fringes |
|---|---|---|
| LABORER | | |
| Mason Tender-Brick | $ 36.29 | 25.55 |

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Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

LABO0270-007 06/26/2023

MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

| | Rates | Fringes |
|---|---|---|
| LABORER (CONSTRUCTION CRAFT LABORERS - AREA B) | | |
| Construction Specialist Group | $ 36.20 | 27.30 |
| GROUP 1 | $ 35.50 | 27.30 |
| GROUP 1-a | $ 35.72 | 27.30 |
| GROUP 1-c | $ 35.55 | 27.30 |
| GROUP 1-e | $ 36.05 | 27.30 |
| GROUP 1-f | $ 36.08 | 27.30 |
| GROUP 2 | $ 35.35 | 27.30 |
| GROUP 3 | $ 35.25 | 27.30 |
| GROUP 4 | $ 28.94 | 27.30 |
| See groups 1-b and 1-d under laborer classifications. | | |
| LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B) | | |
| (1) New Construction | $ 35.25 | 27.30 |
| (2) Establishment Warranty Period | $ 28.94 | 27.30 |
| LABORER (GUNITE - AREA B) | | |
| GROUP 1 | $ 36.46 | 27.30 |
| GROUP 2 | $ 35.96 | 27.30 |
| GROUP 3 | $ 35.37 | 27.30 |
| GROUP 4 | $ 35.25 | 27.30 |
| LABORER (WRECKING - AREA B) | | |
| GROUP 1 | $ 35.50 | 27.30 |
| GROUP 2 | $ 35.35 | 27.30 |

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

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Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143
and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general
laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

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GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

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WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

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LABO0270-010 06/26/2023

SANTA CLARA COUNTY

| | Rates | Fringes |
|---|---|---|
| LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:) | | |
| Construction Specialist Group | $ 37.20 | 27.30 |
| GROUP 1 | $ 36.50 | 27.30 |
| GROUP 1-a | $ 36.72 | 27.30 |
| GROUP 1-c | $ 36.55 | 27.30 |
| GROUP 1-e | $ 37.05 | 27.30 |
| GROUP 1-f | $ 37.08 | 27.30 |
| GROUP 2 | $ 36.35 | 27.30 |
| GROUP 3 | $ 36.25 | 27.30 |
| GROUP 4 | $ 29.94 | 27.30 |
| See groups 1-b and 1-d under laborer classifications. | | |
| LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:) | | |
| (1) New Construction | $ 36.25 | 27.30 |
| (2) Establishment Warranty Period | $ 29.94 | 27.30 |
| LABORER (GUNITE - AREA A:) | | |

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

| | | |
|---|---|---|
| GROUP 1 | $ 37.46 | 27.30 |
| GROUP 2 | $ 36.96 | 27.30 |
| GROUP 3 | $ 36.37 | 27.30 |
| GROUP 4 | $ 36.25 | 27.30 |
| LABORER (WRECKING - AREA A:) | | |
| GROUP 1 | $ 36.50 | 27.30 |
| GROUP 2 | $ 36.35 | 27.30 |

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

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LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite,

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epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143
and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material

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cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

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GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

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WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

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LABO0270-011 07/01/2023

MONTEREY, SAN BENITO, SANTA CRUZ, SANTA CLARA COUNTIES

| | Rates | Fringes |
|---|---|---|
| LABORER (Plaster Tender)..... | $ 40.68 | 29.68 |

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

Work on a swing stage scaffold: $1.00 per hour additional.

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LABO0294-001 07/01/2023

FRESNO, KINGS AND MADERA COUNTIES

| | Rates | Fringes |
|---|---|---|
| LABORER (Brick) | | |
| Mason Tender-Brick | $ 36.29 | 25.55 |

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LABO0294-002 07/01/2023

FRESNO, KINGS, AND MADERA COUNTIES

| | Rates | Fringes |
|---|---|---|
| LABORER (TRAFFIC CONTROL/LANE CLOSURE) | | |
| Escort Driver, Flag Person | $ 36.26 | 27.30 |
| Traffic Control Person I | $ 36.56 | 27.30 |
| Traffic Control Person II | $ 34.06 | 27.30 |

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

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LABO0294-005 06/26/2023

FRESNO, KINGS, AND MADERA COUNTIES

| | Rates | Fringes |
|---|---|---|
| Tunnel and Shaft Laborers: | | |
| GROUP 1 | $ 45.89 | 27.72 |
| GROUP 2 | $ 45.66 | 27.72 |
| GROUP 3 | $ 45.41 | 27.72 |

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GROUP 4.....$ 44.96 27.72
GROUP 5.....$ 44.42 27.72
Shotcrete Specialist.....$ 46.41 27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LABO0294-008 06/26/2023

FRESNO, KINGS, AND MADERA COUNTIES

| | Rates | Fringes |
|---|---|---|
| LABORER (CONSTRUCTION CRAFT LABORERS - AREA B:) | | |
| Construction Specialist Group | $ 36.20 | 27.30 |
| GROUP 1 | $ 35.50 | 27.30 |
| GROUP 1-a | $ 35.72 | 27.30 |

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

| | | |
|---|---|---|
| GROUP 1-c | $ 35.55 | 27.30 |
| GROUP 1-e | $ 36.05 | 27.30 |
| GROUP 1-f | $ 36.08 | 27.30 |
| GROUP 2 | $ 35.35 | 27.30 |
| GROUP 3 | $ 35.25 | 27.30 |
| GROUP 4 | $ 28.94 | 27.30 |

See groups 1-b and 1-d under laborer classifications.

| | | |
|---|---|---|
| LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B:) | | |
| (1) New Construction | $ 35.25 | 27.30 |
| (2) Establishment Warranty Period | $ 28.94 | 27.30 |
| LABORER (GUNITE - AREA B:) | | |
| GROUP 1 | $ 36.46 | 27.30 |
| GROUP 2 | $ 35.96 | 27.30 |
| GROUP 3 | $ 35.37 | 27.30 |
| GROUP 4 | $ 35.25 | 27.30 |
| LABORER (WRECKING - AREA B:) | | |
| GROUP 1 | $ 35.50 | 27.30 |
| GROUP 2 | $ 35.35 | 27.30 |

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

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LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified

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hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143
and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above

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Group 1 wage rates.  ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers.  Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds.  All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein.  This paragraph shall not be construed to apply to work below ground level in open cut.  It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings.  (A deep footing is a hole 15 feet or more in depth.)  In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

GROUP 3: Construction laborers, including bridge and general
laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

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GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

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WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

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LABO0294-010 07/01/2023

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE

| | Rates | Fringes |
|---|---|---|
| Plasterer tender | $ 39.77 | 28.54 |

Work on a swing stage scaffold: $1.00 per hour additional.

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LABO0294-011 07/01/2023

FRESNO, KINGS, AND MADERA COUNTIES

| | Rates | Fringes |
|---|---|---|
| LABORER (Plaster Tender) | $ 39.77 | 28.54 |

Work on a swing stage scaffold: $1.00 per hour additional.

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LABO0304-002 07/01/2023

ALAMEDA COUNTY

| | Rates | Fringes |
|---|---|---|
| LABORER (TRAFFIC CONTROL/LANE CLOSURE) | | |
| Escort Driver, Flag Person | $ 37.26 | 27.30 |
| Traffic Control Person I | $ 37.56 | 27.30 |
| Traffic Control Person II | $ 35.06 | 27.30 |

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

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LABO0304-003 06/26/2023

ALAMEDA COUNTY

| | Rates | Fringes |
|---|---|---|
| Tunnel and Shaft Laborers: | | |
| GROUP 1 | $ 45.89 | 27.72 |
| GROUP 2 | $ 45.66 | 27.72 |
| GROUP 3 | $ 45.41 | 27.72 |
| GROUP 4 | $ 44.96 | 27.72 |
| GROUP 5 | $ 44.42 | 27.72 |
| Shotcrete Specialist | $ 46.41 | 27.72 |

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

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GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LABO0304-004 06/26/2023

ALAMEDA COUNTY

| | Rates | Fringes |
|---|---|---|
| LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:) | | |
| Construction Specialist Group | $ 37.20 | 27.30 |
| GROUP 1 | $ 36.50 | 27.30 |
| GROUP 1-a | $ 36.72 | 27.30 |
| GROUP 1-c | $ 36.55 | 27.30 |
| GROUP 1-e | $ 37.05 | 27.30 |
| GROUP 1-f | $ 37.08 | 27.30 |
| GROUP 2 | $ 36.35 | 27.30 |
| GROUP 3 | $ 36.25 | 27.30 |
| GROUP 4 | $ 29.94 | 27.30 |
| See groups 1-b and 1-d under laborer classifications. | | |
| LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:) | | |
| (1) New Construction | $ 36.25 | 27.30 |
| (2) Establishment Warranty Period | $ 29.94 | 27.30 |
| LABORER (GUNITE - AREA A:) | | |
| GROUP 1 | $ 37.46 | 27.30 |
| GROUP 2 | $ 36.96 | 27.30 |
| GROUP 3 | $ 36.37 | 27.30 |
| GROUP 4 | $ 36.25 | 27.30 |
| LABORER (WRECKING - AREA A:) | | |
| GROUP 1 | $ 36.50 | 27.30 |
| GROUP 2 | $ 36.35 | 27.30 |

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

below.

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LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and

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rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

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GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general
laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

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GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

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WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

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LABO0304-005 07/01/2023

ALAMEDA COUNTY

| | Rates | Fringes |
|---|---|---|
| Brick Tender | $ 37.05 | 27.45 |

FOOTNOTES: Work on jobs where heat-protective clothing is required: $2.00 per hour additional. Work at grinders: $.25 per hour additional. Manhole work: $2.00 per day additional.

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LABO0304-008 07/01/2023

ALAMEDA AND CONTRA COSTA COUNTIES:

| | Rates | Fringes |
|---|---|---|
| Plasterer tender | $ 41.93 | 30.32 |

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

Work on a swing stage scaffold: $1.00 per hour additional.

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LABO0324-002 07/01/2023

CONTRA COSTA COUNTY

| | Rates | Fringes |
|---|---|---|
| LABORER (TRAFFIC CONTROL/LANE CLOSURE) | | |
| Escort Driver, Flag Person | $ 37.26 | 27.30 |
| Traffic Control Person I | $ 37.56 | 27.30 |
| Traffic Control Person II | $ 35.06 | 27.30 |

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

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LABO0324-006 06/26/2023

CONTRA COSTA COUNTY

| | Rates | Fringes |
|---|---|---|
| Tunnel and Shaft Laborers: | | |
| GROUP 1 | $ 45.89 | 27.72 |
| GROUP 2 | $ 45.66 | 27.72 |
| GROUP 3 | $ 45.41 | 27.72 |
| GROUP 4 | $ 44.96 | 27.72 |
| GROUP 5 | $ 44.42 | 27.72 |
| Shotcrete Specialist | $ 46.41 | 27.72 |

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

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GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LABO0324-012 06/26/2023

CONTRA COSTA COUNTY

| | Rates | Fringes |
|---|---|---|
| LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:) | | |
| Construction Specialist Group | $ 37.20 | 27.30 |
| GROUP 1 | $ 36.50 | 27.30 |
| GROUP 1-a | $ 36.72 | 27.30 |
| GROUP 1-c | $ 36.55 | 27.30 |
| GROUP 1-e | $ 37.05 | 27.30 |
| GROUP 1-f | $ 37.08 | 27.30 |
| GROUP 1-g | $ 36.70 | 27.30 |
| GROUP 2 | $ 36.35 | 27.30 |
| GROUP 3 | $ 36.25 | 27.30 |
| GROUP 4 | $ 29.94 | 27.30 |

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,

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HORTICULURAL & LANDSCAPE
LABORERS - AREA A:)
(1) New Construction.....$ 36.25 27.30
(2) Establishment Warranty
Period.....$ 29.94 27.30
LABORER (GUNITE - AREA A:)
GROUP 1.....$ 37.46 27.30
GROUP 2.....$ 36.96 27.30
GROUP 3.....$ 36.37 27.30
GROUP 4.....$ 36.25 27.30
LABORER (WRECKING - AREA A:)
GROUP 1.....$ 36.50 27.30
GROUP 2.....$ 36.35 27.30

FOOTNOTES:
Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

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LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar

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type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143
and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers'

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work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

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GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

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GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

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WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

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LABO0324-014 07/01/2023

CONTRA COSTA COUNTY:

| | Rates | Fringes |
|---|---|---|
| Brick Tender | $ 37.05 | 27.45 |

FOOTNOTES: Work on jobs where heat-protective clothing is required: $2.00 per hour additional. Work at grinders: $.25 per hour additional. Manhole work: $2.00 per day additional.

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LABO0324-018 07/01/2023

ALAMEDA AND CONTRA COSTA COUNTIES:

| | Rates | Fringes |
|---|---|---|
| Plasterer tender | $ 41.93 | 30.32 |

Work on a swing stage scaffold: $1.00 per hour additional.

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LABO1130-002 07/01/2023

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

| | Rates | Fringes |
|---|---|---|

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

LABORER (TRAFFIC CONTROL/LANE CLOSURE)

| | | |
|---|---|---|
| Escort Driver, Flag Person.. | $ 36.26 | 27.30 |
| Traffic Control Person I.... | $ 36.56 | 27.30 |
| Traffic Control Person II... | $ 34.06 | 27.30 |

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

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LABO1130-003 06/26/2023

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

| | Rates | Fringes |
|---|---|---|
| Tunnel and Shaft Laborers: | | |
| GROUP 1..... | $ 45.89 | 27.72 |
| GROUP 2..... | $ 45.66 | 27.72 |
| GROUP 3..... | $ 45.41 | 27.72 |
| GROUP 4..... | $ 44.96 | 27.72 |
| GROUP 5..... | $ 44.42 | 27.72 |
| Shotcrete Specialist..... | $ 46.41 | 27.72 |

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer,

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Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LABO1130-005 07/01/2023

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

| | Rates | Fringes |
|---|---|---|
| LABORER | | |
| Mason Tender-Brick | $ 36.29 | 25.55 |

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LABO1130-007 06/26/2023

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE , COUNTIES

| | Rates | Fringes |
|---|---|---|
| LABORER (CONSTRUCTION CRAFT LABORERS - AREA B:) | | |
| Construction Specialist Group | $ 36.20 | 27.30 |
| GROUP 1 | $ 35.50 | 27.30 |
| GROUP 1-a | $ 35.72 | 27.30 |
| GROUP 1-c | $ 35.55 | 27.30 |
| GROUP 1-e | $ 36.05 | 27.30 |
| GROUP 1-f | $ 36.08 | 27.30 |
| GROUP 2 | $ 35.35 | 27.30 |
| GROUP 3 | $ 35.25 | 27.30 |
| GROUP 4 | $ 28.94 | 27.30 |
| See groups 1-b and 1-d under laborer classifications. | | |
| LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE | | |

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| | | |
|---|---|---|
| LABORERS - AREA B:) | | |
| (1) New Construction | $ 35.25 | 27.30 |
| (2) Establishment Warranty Period | $ 28.94 | 27.30 |
| LABORER (GUNITE - AREA B:) | | |
| GROUP 1 | $ 36.46 | 27.30 |
| GROUP 2 | $ 35.96 | 27.30 |
| GROUP 3 | $ 35.37 | 27.30 |
| GROUP 4 | $ 35.25 | 27.30 |
| LABORER (WRECKING - AREA B:) | | |
| GROUP 1 | $ 35.50 | 27.30 |
| GROUP 2 | $ 35.35 | 27.30 |

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

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LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches;

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Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143
and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

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GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or

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similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

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GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

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WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

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LABO1130-008 07/01/2023

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

JOAQUIN, STANISLAUS & TUOLUMNE

| | Rates | Fringes |
|---|---|---|
| Plasterer tender | $ 39.77 | 28.54 |

Work on a swing stage scaffold: $1.00 per hour additional.

---

LABO1130-009 07/01/2023

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

| | Rates | Fringes |
|---|---|---|
| LABORER (Plaster Tender) | $ 39.77 | 28.54 |

Work on a swing stage scaffold: $1.00 per hour additional.

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PAIN0016-001 01/01/2025

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN MATEO, SANTA CLARA, AND SANTA CRUZ COUNTIES

| | Rates | Fringes |
|---|---|---|
| Painters: | $ 53.38 | 28.04 |

PREMIUMS:

EXOTIC MATERIALS - $1.25 additional per hour.
SPRAY WORK: - $0.50 additional per hour.
INDUSTRIAL PAINTING - $0.25 additional per hour
[Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:
over 50 feet - $2.00 per hour additional
100 to 180 feet - $4.00 per hour additional
Over 180 feet - $6.00 per houir additional

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PAIN0016-003 01/01/2025

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: CALAVERAS, MARIPOA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TUOLUMNE COUNTIES

| | Rates | Fringes |
|---|---|---|
| Drywall Finisher/Taper | | |
| AREA 1 | $ 63.76 | 32.69 |
| AREA 2 | $ 59.63 | 31.29 |

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PAIN0016-012 01/01/2024

ALAMEDA, CONTRA COSTA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES

| | Rates | Fringes |
|---|---|---|
| SOFT FLOOR LAYER | $ 59.00 | 33.03 |

---

PAIN0016-015 01/01/2025

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

| | Rates | Fringes |
|---|---|---|
| PAINTER | | |
| Brush | $ 43.45 | 22.80 |

FOOTNOTES:

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SPRAY/SANDBLAST: $0.50 additional per hour.
EXOTIC MATERIALS: $1.25 additional per hour.
HIGH TIME: Over 50 ft above ground or water level $2.00 additional per hour. 100 to 180 ft above ground or water level $4.00 additional per hour. Over 180 ft above ground or water level $6.00 additional per hour.

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PAIN0016-022 01/01/2025

SAN FRANCISCO COUNTY

| | Rates | Fringes |
|---|---|---|
| PAINTER | $ 57.00 | 28.04 |

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PAIN0169-001 01/01/2023

FRESNO, KINGS, MADERA, MARIPOSA AND MERCED COUNTIES:

| | Rates | Fringes |
|---|---|---|
| GLAZIER | $ 44.33 | 28.88 |

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PAIN0169-005 01/01/2024

ALAMEDA CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA & SANTA CRUZ COUNTIES

| | Rates | Fringes |
|---|---|---|
| GLAZIER | $ 56.22 | 34.00 |

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PAIN0294-004 07/01/2023

FRESNO, KINGS AND MADERA COUNTIES

| | Rates | Fringes |
|---|---|---|

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PAINTER
Brush, Roller.....$ 34.49 21.80
Drywall Finisher/Taper.....$ 35.74 21.80

FOOTNOTE:
Spray Painters & Paperhangers recive $1.00 additional per hour. Painters doing Drywall Patching receive $1.25 additional per hour. Lead Abaters & Sandblasters receive $1.50 additional per hour. High Time - over 30 feet (does not include work from a lift) $0.75 per hour additional.

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PAIN0294-005 01/01/2023

FRESNO, KINGS & MADERA

| | Rates | Fringes |
|---|---|---|
| SOFT FLOOR LAYER..... | $ 38.53 | 23.19 |

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PAIN0767-001 01/01/2024

CALAVERAS, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

| | Rates | Fringes |
|---|---|---|
| GLAZIER..... | $ 43.25 | 35.62 |

PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Employee required to wear a body harness shall receive $1.50 per hour above the basic hourly rate at any elevation.

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PAIN1176-001 07/01/2022

HIGHWAY IMPR0VEMENT

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| | Rates | Fringes |
|---|---|---|
| Parking Lot Striping/Highway Marking: | | |
| GROUP 1 | $ 40.83 | 17.62 |
| GROUP 2 | $ 34.71 | 17.62 |
| GROUP 3 | $ 35.11 | 17.62 |

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

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PAIN1237-003 01/01/2024

CALAVERAS; SAN JOAQUIN COUNTIES; STANISLAUS AND TUOLUMNE COUNTIES:

| | Rates | Fringes |
|---|---|---|
| SOFT FLOOR LAYER | $ 48.54 | 26.59 |

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PLAS0066-002 07/01/2019

ALAMEDA, CONTRA COSTA, SAN MATEO AND SAN FRANCISCO COUNTIES:

| | Rates | Fringes |
|---|---|---|
| PLASTERER | $ 42.41 | 30.73 |

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PLAS0300-001 07/01/2018

| | Rates | Fringes |
|---|---|---|

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

PLASTERER

| | | |
|---|---|---|
| AREA 188: Fresno | $ 32.70 | 31.68 |
| AREA 224: San Benito, Santa Clara, Santa Cruz | $ 32.88 | 31.68 |
| AREA 295: Calaveras & San Joaquin Couonties | $ 32.70 | 31.68 |
| AREA 337: Monterey County | $ 32.88 | 31.68 |
| AREA 429: Mariposa, Merced, Stanislaus, Tuolumne Counties | $ 32.70 | 31.68 |

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PLAS0300-005 07/01/2016

| | Rates | Fringes |
|---|---|---|
| CEMENT MASON/CONCRETE FINISHER | $ 32.15 | 23.27 |

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PLUM0038-001 07/01/2023

SAN FRANCISCO COUNTY

| | Rates | Fringes |
|---|---|---|
| PLUMBER (Plumber, Steamfitter, Refrigeration Fitter) | $ 85.50 | 48.98 |

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PLUM0038-005 07/01/2025

SAN FRANCISCO COUNTY

| | Rates | Fringes |
|---|---|---|
| Landscape/Irrigation Fitter (Underground/Utility Fitter) | $ 77.35 | 36.53 |

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PLUM0062-001 01/01/2026

MONTEREY AND SANTA CRUZ COUNTIES

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

| | Rates | Fringes |
|---|---|---|
| PLUMBER & STEAMFITTER..... | $ 57.75 | 43.60 |

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PLUM0159-001 07/01/2025

CONTRA COSTA COUNTY

| | Rates | Fringes |
|---|---|---|
| Plumber and steamfitter | | |
| (1) Refrigeration..... | $ 67.68 | 49.04 |
| (2) All other work..... | $ 68.57 | 49.04 |

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PLUM0246-001 01/01/2026

FRESNO, KINGS & MADERA COUNTIES

| | Rates | Fringes |
|---|---|---|
| PLUMBER & STEAMFITTER..... | $ 54.50 | 42.54 |

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PLUM0246-004 01/01/2017

FRESNO, MERCED & SAN JOAQUIN COUNIES

| | Rates | Fringes |
|---|---|---|
| PLUMBER (PIPE TRADESMAN)..... | $ 13.00 | 10.74 |

PIPE TRADESMAN SCOPE OF WORK:
Installation of corrugated metal piping for drainage, as well as installation of corrugated metal piping for culverts in connection with storm sewers and drains; Grouting, dry packing and diapering of joints, holes or chases including paving over joints, in piping; Temporary piping for dirt work for building site preparation; Operating jack hammers, pavement breakers, chipping guns, concrete saws and spades to cut holes, chases and channels for piping systems; Digging, grading, backfilling and ground preparation for

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all types of pipe to all points of the jobsite; Ground preparation including ground leveling, layout and planting of shrubbery, trees and ground cover, including watering, mowing, edging, pruning and fertilizing, the breaking of concrete, digging, backfilling and tamping for the preparation and completion of all work in connection with lawn sprinkler and landscaping; Loading, unloading and distributing materials at jobsite; Putting away materials in storage bins in jobsite secure storage area; Demolition of piping and fixtures for remodeling and additions; Setting up and tearing down work benches, ladders and job shacks; Clean-up and sweeping of jobsite; Pipe wrapping and waterproofing where tar or similar material is applied for protection of buried piping; Flagman

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PLUM0342-001 07/01/2025

ALAMEDA & CONTRA COSTA COUNTIES

| | Rates | Fringes |
|---|---|---|
| PIPEFITTER | | |
| CONTRA COSTA COUNTY | $ 80.50 | 50.45 |
| PLUMBER, PIPEFITTER, STEAMFITTER | | |
| ALAMEDA COUNTY | $ 80.50 | 50.45 |

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PLUM0355-004 07/01/2025

ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SAN MATEO,
SANTA CLARA, SANTA CRUZ, STANISLAUS, AND TUOLUMNE COUNTIES:

| | Rates | Fringes |
|---|---|---|
| Underground Utility Worker | | |
| /Landscape Fitter | $ 36.01 | 18.50 |

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PLUM0393-001 07/01/2021

SAN BENITO AND SANTA CLARA COUNTIES

| | Rates | Fringes |
|---|---|---|
| PLUMBER/PIPEFITTER | $ 68.76 | 46.63 |

PLUM0442-001 01/01/2026

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE
COUNTIES

| | Rates | Fringes |
|---|---|---|
| PLUMBER & STEAMFITTER | $ 58.45 | 38.74 |

PLUM0467-001 07/01/2025

SAN MATEO COUNTY

| | Rates | Fringes |
|---|---|---|
| Plumber/Pipefitter/Steamfitter | $ 87.75 | 41.44 |

ROOF0027-002 09/01/2024

FRESNO, KINGS, AND MADERA COUNTIES

| | Rates | Fringes |
|---|---|---|
| ROOFER | $ 45.76 | 16.86 |

FOOTNOTE: Work with pitch, pitch base of pitch impregnated products or any material containing coal tar pitch, on any building old or new, where both asphalt and pitchers are used in the application of a built-up roof or tear off: $2.00 per hour additional.

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ROOF0040-002 08/01/2024

SAN FRANCISCO & SAN MATEO COUNTIES:

| | Rates | Fringes |
|---|---|---|
| ROOFER | $ 55.30 | 22.97 |

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ROOF0081-001 08/01/2024

ALAMEDA AND CONTRA COSTA COUNTIES:

| | Rates | Fringes |
|---|---|---|
| Roofer | $ 54.94 | 23.34 |

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ROOF0081-004 08/01/2024

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

| | Rates | Fringes |
|---|---|---|
| ROOFER | $ 49.65 | 22.19 |

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ROOF0095-002 08/01/2023

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES:

| | Rates | Fringes |
|---|---|---|
| ROOFER | | |
| Bitumastic, Enameler, Coal Tar, Pitch and Mastic worker | $ 57.17 | 21.51 |
| Journeyman | $ 53.17 | 21.51 |
| Kettle person (2 kettles) | $ 55.17 | 21.51 |

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SFCA0483-001 01/01/2026

ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA
COUNTIES:

| | Rates | Fringes |
|---|---|---|
| SPRINKLER FITTER (FIRE) | $ 81.54 | 41.35 |

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SFCA0669-011 01/01/2026

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS AND TUOLUMNE COUNTIES:

| | Rates | Fringes |
|---|---|---|
| SPRINKLER FITTER | $ 49.69 | 29.72 |

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* SHEE0104-001 07/01/2025

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO, SANTA CLARA

AREA 2: MONTEREY & SAN BENITO

AREA 3: SANTA CRUZ

| | Rates | Fringes |
|---|---|---|
| SHEET METAL WORKER | | |
| AREA 1: | | |
| Mechanical Contracts under $200,000 | $ 55.92 | 45.29 |
| All Other Work | $ 64.06 | 46.83 |
| AREA 2 | $ 64.23 | 39.65 |

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AREA 3.....$ 55.16 34.18

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SHEE0104-003 07/01/2021

CALAVERAS AND SAN JOAQUIN COUNTIES:

| | Rates | Fringes |
|---|---|---|
| SHEET METAL WORKER..... | $ 44.34 | 39.22 |

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SHEE0104-005 07/01/2021

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES:

| | Rates | Fringes |
|---|---|---|
| SHEET METAL WORKER (Excluding metal deck and siding)..... | $ 41.28 | 45.41 |

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SHEE0104-007 07/01/2021

FRESNO, KINGS, AND MADERA COUNTIES:

| | Rates | Fringes |
|---|---|---|
| SHEET METAL WORKER..... | $ 44.07 | 40.79 |

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SHEE0104-015 07/01/2024

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES:

| | Rates | Fringes |
|---|---|---|
| SHEET METAL WORKER (Metal Decking and Siding only)..... | $ 56.23 | 37.52 |

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SHEE0104-018 07/01/2024

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

| | Rates | Fringes |
|---|---|---|
| Sheet metal worker (Metal decking and siding only) | $ 56.23 | 37.52 |

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TEAM0094-001 07/01/2025

| | Rates | Fringes |
|---|---|---|
| Truck drivers: | | |
| GROUP 1 | $ 43.26 | 34.28 |
| GROUP 2 | $ 43.56 | 34.28 |
| GROUP 3 | $ 43.86 | 34.28 |
| GROUP 4 | $ 44.21 | 34.28 |
| GROUP 5 | $ 44.56 | 34.28 |

FOOTNOTES:
Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate.
Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy;

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Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and ""A"" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self- propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbedk Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.30 per

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hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

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The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

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Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal

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number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date
for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the
discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were
adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the
state completed the survey on which the listed classifications
and rates are based. The next number, 007 in the example, is an
internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which
the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

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WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

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On survey related matters, initial contact, including requests
for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be
directed to the WHD Branch of Construction Wage Determinations.
Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7).
Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

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# EXHIBIT 6 - BUSINESS DEVELOPMENT PROGRAM

**1.0 Business Development Program Statement (DBE)**

VTA has established a Disadvantaged Business Enterprise ("**DBE**") program in accordance with 49 C.F.R. Part 26 to ensure that DBE firms, as defined in federal regulations at 49 C.F.R. Part 26, have the opportunity to participate in the performance of VTA contracts and subcontracts financed with federal funds.

VTA's Office of Business Development encourages contractors to call (408) 321-5962 for assistance in identifying eligible DBE firms (if applicable).

In accordance with Applicable Law, this Contract does not include a DBE goal ("**Contract Goal**") (49 C.F.R. § 26.51(h)) and VTA will not count any DBE participation for this Contract (49 C.F.R. § 26.55(i)). VTA intends to reassess its application of the DBE program to this Contract at such time as the reevaluation and certification process for DBEs described in 49 C.F.R. § 26.111 is completed.

**2.0 RESERVED**

**3.0 RESERVED**

**4.0 RESERVED**

**5.0 Contractor Assurances**

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as VTA deems appropriate, which may include, but is not limited to:

(a) Withholding monthly progress payments;

(b) Assessing sanctions;

(c) Liquidated damages; and/or

(d) Disqualifying the Contractor from future bidding as non-responsible.

The Contractor must include this assurance in each of its Subcontracts related to this Contract.

**6.0 Prompt Payment**

Prompt payment provisions are set out in GC-5 (Payment) of the General Conditions and related Special Conditions.

**7.0 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.

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## 8.0 Substitution of Subcontractors and Suppliers

8.1 Prior Written VTA Consent

The contractor shall not terminate, replace, reduce, or materially modify the scope of work committed to a listed subcontractor or supplier without prior written consent from VTA, unless there is a valid documented basis for such action. This requirement applies only to certified SBE or DBE firms.

This provision includes, but is not limited to:

- Reduction or elimination of a subcontractor's committed scope of work;
- Reassignment of the work to another subcontractor or supplier;
- Self-performance of work originally designated to a subcontractor; or
- Transfer work to an affiliate or related entity.

The contractor shall provide written notice to VTA describing the basis for the requested substitution or scope reduction prior to implementing any such change.

8.2 Substitution Review and Replacement Efforts. This requirement applies only to certified SBE or DBE firms.

If a subcontractor or supplier is unable or unwilling to perform the committed work, the contractor shall make reasonable and documented efforts to identify a replacement firm capable of performing the work. For contracts containing an applicable SBE participation commitment or race-neutral small business participation requirement, the contractor shall make Good Faith Efforts to solicit and consider a subcontractor firm for the replacement work, where feasible and commercially reasonable.

The contractor shall provide documentation to VTA and the Office of Business Development Programs (OBDP) demonstrating the efforts undertaken, which may include:

- Written notification describing the basis for the requested substitution;
- A list of firms solicited for the replacement work;
- Documentation of outreach efforts and follow-up communications;
- Responses received from solicited firms;
- Reasons for rejection of any responding firms; and
- Explanation supporting the contractor's determination regarding qualifications, availability, pricing, or capability.

Where applicable, the contractor is encouraged to utilize available small business certification databases and outreach resources to identify potential replacement firms. Nothing in this section shall be interpreted to require the contractor to award work to an unqualified firm or to mandate the use of race-conscious measures inconsistent with applicable federal law or USDOT regulations.

8.3 Non-Compliance

Failure to comply with the subcontractor substitution and notification requirements of this contract may constitute a breach of contract and may result in corrective action, payment withholding, contractual

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remedies, or other administrative actions deemed appropriate by VTA, consistent with the terms of the contract and applicable law. This requirement applies only to certified SBE or DBE firm.

## 9.0 Reports

### 9.1 Monthly Utilization Reports

The contractor must submit monthly 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 subcontractors and the percentage of the contract completed. VTA will monitor the contract for compliance. 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 utilization documentation.

If utilization reports indicate that the contractor may not be on track to achieve its committed participation level or applicable race-neutral small business participation objective, the contractor shall meet with the appropriate VTA representative(s) to review the status of participation, discuss any identified concerns, and evaluate reasonable corrective measures or outreach efforts.

When the contract reaches approximately 50% completion and the reported SBE participation achieved is significantly below the contractor's committed participation level or anticipated utilization, the contractor shall submit a written status report to VTA explaining the factors contributing to the shortfall and identifying the actions the contractor intends to undertake to maximize remaining small business participation opportunities for the duration of the contract.

Nothing in this provision shall be interpreted as requiring the contractor to meet a mandatory quota or guaranteeing achievement of a specific participation percentage beyond the contractor's documented commitments and applicable Good Faith Efforts obligations, consistent with applicable federal law and the October 3, 2025, USDOT Interim Final Rule (IFR).

### 9.2 Final Utilization Report

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

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# EXHIBIT 7 - RESERVED

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# EXHIBIT 8 - RESERVED

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# 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.

**A. INSURANCE:** Without limiting the Contractor's indemnification of VTA, the Contractor shall procure and maintain for the duration of this Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services by the Contractor, its agents, representatives, or employees, or subcontractors. The Contractor must ensure that all of its subcontractors carry the types and monetary limits of insurance coverage appropriate to their scope of work and size of subcontractor, as determined by Contractor exercising its best commercial judgment.

**1. LIABILITY AND WORKER'S COMPENSATION INSURANCE**

**a. Minimum Scope of Coverage: Coverage shall be at least as broad as:**

**i.** Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001). Liability insurance written on a "claims made" basis is not acceptable.

**ii.** Insurance Services Office Business Auto Coverage form number CA 0001 covering Automobile Liability, code 1 "any auto".

**iii.** Workers' Compensation insurance as required by the Labor Code of the State of California, and Employers Liability insurance.

**b.** Professional Liability, covering liability arising out of any negligent act, error, mistake or omission in the performance of Contractor's Services under this Contract. This coverage shall be maintained for a minimum of five (5) years following completion of this Contract. This coverage may be written on a "claims made" basis.

**c.** Employment Practices Liability insurance, with limits not less than $5 million per claim and $5 million in the aggregate. Such policy shall specifically include coverage for wrongful termination, harassment, and discrimination, and shall include third-party coverage extending to claims brought by clients, customers, or employees of your Company.

**d. Minimum Limits of Insurance:** Contractor shall maintain limits no less than:

**i.** General Liability (including umbrella/excess liability): $10,000,000 limit per occurrence for bodily injury, personal injury, and property damage. If General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit must apply separately to this project/location or the general aggregate limit must be twice the required occurrence limit. This requirement may be satisfied by a combination of General Liability with Excess or Umbrella, but in no event may the General Liability primary policy limit per occurrence be less than $5,000,000, unless Umbrella/Excess policies feature inception and expiration dates concurrent with the underlying General Liability policy, "Follow Form" coverage, and a "Drop Down" provision.

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ii. Automobile Liability: $5,000,000 combined single limit per accident for bodily injury and property damage. This requirement may be satisfied by a combination of Auto Liability with Excess or Umbrella, but in no event may the General Liability limit per occurrence be less than $2,000,000. Excess policies must feature inception and expiration dates concurrent with the underlying general liability policy, and a "Drop Down" provision.

iii. Workers' Compensation and Employers Liability: Statutory Workers' Compensation limits and Employer's Liability limits of $1,000,000 per accident.

e. **Professional Liability:** $10,000,000 each occurrence/aggregate minimum limit per claim.

f. **Employment Practices Liability:** $5,000,000.

g. **Self-Insured Retention:** Any self-insured retention in excess of $50,000 ($100,000 if Contractor is a publicly traded company) must be declared to and approved by VTA. If Contractor is a governmental authority such as a state, municipality or special district, self-insurance is permitted. To apply for approval for a level of retention in excess of the stipulated amounts stated herein, the Contractor must provide a current financial statement documenting the ability to pay claims falling within the self-insured retention. At the option of VTA: the insurer shall reduce or eliminate such self-insured retention as respects VTA, its officers, officials, employees and volunteers.

2. **CLAIMS MADE PROVISIONS:** If coverage is written on a "claims made" basis, the Certificate of Insurance shall clearly state so. In addition to all other coverage requirements, such policy shall provide that:

a. The policy must be in effect as of the date of this Contract and the retroactive date shall be no later than the date of this Contract.

b. If any policy is not renewed or the retroactive date of such policy is to be changed, the Contractor shall obtain or cause to be obtained the broadest extended reporting period coverage available in the commercial insurance market. This extended reporting provision shall be of at least five (5) years.

c. No prior acts exclusion to which coverage is subject that predates the date of this Contract.

d. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

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

a. **General Liability and Automobile Liability**

i. The Indemnitees are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor, including VTA's general supervision of the Contractor; products and completed operations of the Contractor and its subcontractors; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to VTA or any of the other additional insureds. Additional Insured endorsements shall provide coverage at least as broad as afforded by the combination of ISO CG 20 10 10 01 and CG 20 37 10 01.

ii. The Contractor's insurance coverage shall be primary insurance as respects VTA, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by VTA, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and will not contribute with it.

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iii. The Contractor's insurance shall 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.

iv. The General Liability General Aggregate limit shall apply per project, not per policy, unless the general aggregate limit is twice the required occurrence limit.

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

b. **Workers' Compensation and Employers Liability:** The insurer shall agree to waive all rights of subrogation against VTA, its officers, officials, employees, and volunteers for losses arising from work performed by the Contractor and its subcontractors for VTA.

4. **ACCEPTABILITY OF INSURERS:** Insurance to be placed with insurers with a Best's rating of no less than A VII, unless specific prior written approval has been granted by VTA.

5. **CERTIFICATES OF INSURANCE:** Contractor shall furnish VTA with Certificates of Insurance for all required insurance policies. The certificates for each insurance policy are to be signed by an authorized representative of that insurer. The certificates will be issued on a standard ACORD Form or something substantially similar thereto. The Contractor shall instruct their insurance broker/agent to submit all insurance certificates and required notices electronically in PDF format to Insurance.Certificates@VTA.org.

The certificates will (1) identify the underwriters, the types of insurance, the insurance limits and the policy term, (2) specifically list the provisions enumerated for such insurance in Sections B and C. above, and (3) in the "Certificate Holder" box include:

Santa Clara Valley Transportation Authority
Procurement and Contracts Department
3331 North First Street
San Jose, CA 95134-1927 Contract No. V23161

All certificates are to be received and approved by VTA before work commences. VTA reserves the rights to review copies of all required insurance policies.

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

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

**C. JOINT VENTURE INSURANCE:** If Contractor is a Joint Venture (or related partnership), then the Contractor shall be in compliance with the insurance requirements of this Agreement if each member of the Joint Venture individually complies with the insurance provisions herein.

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# EXHIBIT 10 - COMPENSATION AND PAYMENT – PRICING AND SPECIAL CONDITIONS

## Part A – Rate Schedule

**TABLE 1**

| Project Classification | [redacted] |
|---|---|
| Administrative Assistant I | |
| Administrative Assistant II | |
| Administrative Assistant III | |
| Contracting Manager | |
| Contracts and Procurement Specialist | |
| Deputy Project Mgr I - Procurement and Contracts | |
| Deputy Project Mgr II - Procurement and Contracts | |
| Deputy Project Mgr III - Procurement and Contracts | |
| Engineer I | |
| Engineer II | |
| Engineer III | |
| Engineer IV | |
| Environmental Planner I | |
| Environmental Planner II | |
| Environmental Planner III | |
| Environmental Planner IV | |
| Environmental Planner V | |
| Group Director - Engineering | |
| National Practice Consultant | |
| Planner I | |
| Planner II | |
| Planner III | |
| Practice Consultant | |
| Program Manager | |
| Project Architect | |
| Project Controls Analyst | |
| Project Controls Analyst II | |
| Project Controls Director | |
| Project Controls Manager I | |
| Project Controls Manager II | |
| **Project Classification** | |
| Project Director | |
| Project Engineer I | |
| Project Engineer II | |
| Project Engineer III | |
| Project Finance Manager | |
| Project Finance Manager II | |
| Project Manager | |
| Project Manager I - Engineering | |

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| | |
|---|---|
| Project Manager I - Planning | [redacted] |
| Project Manager II - Engineering | |
| Project Manager II - Planning | |
| Project Manager III - Engineering | |
| Project Manager III - Planning | |
| Project Quality Manager I | |
| Project Quality Manager II | |
| Project Quality Manager III | |
| Sr Consultant | |
| Sr Engineer | |
| Sr Planner | |
| Sr Program Manager | |
| Sr Project Analyst | |
| Sr Project Architect | |
| Sr Project Controls Manager | |
| Sr Project Director | |
| Sr Project Director - Architecture | |
| Sr Project Manager | |
| Sr Project Manager - Engineering | |
| Sr Project Manager - Planning | |
| Sr Project Quality Manager | |
| Sr Team Lead - Project Finance | |
| **Project Classification** | |
| Sr Project Manager - Engineering | |
| Sr Technical Advisor - Engineering | |
| Technical Advisor - Engineering | |

**TABLE 2 For Subconsultants with Billable Rates Only**

| **Project Classification** |
|---|
| Project Manager I - Engineering |
| Project Manager II - Engineering |
| Project Manager III - Engineering |
| Sr Engineer |
| Technical Advisor - Engineering |

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# Part B – Compensation and Payment Special Conditions

## 1.0 TOTAL COMPENSATION AMOUNT

The maximum value of this Contract is $352,469,717.00 ("**Total Contract Price**"), over the term of the Contract, including all option years. For the base period of 5-years the not to exceed contract amount is $180,067,000.00. For the 10 one-year options, the not to exceed contract amount is $172,402,717.00.

## 2.0 BASIS OF PAYMENT

### 2.1 Cost Plus Fixed Fee

The contract will be paid in accordance with the contract and each Annual Work Plan, with the latter setting forth the maximum amount for Services to be provided by the Contractor under the terms of the Annual work Plan.

VTA's payments for the Services will be on a cost reimbursement basis for the sum of direct labor costs, indirect costs, a negotiated fixed fee, subcontractor costs, and other direct costs described below, up to the Total Contract Price ("**Eligible Costs**"). VTA will not pay Eligible Costs exceeding the Total Contract Price without a Modification to the Contract.

### 2.2 Time and Materials

From time to time, if a situation arises where payment based on Time and Materials (T&M) may be the most suitable method to obtain certain services under the Contract, the Parties may utilize T&M method of payment; provided, however, that each time the Parties use T&M as the method of payment, the Parties shall set a not-to-exceed amount and Contractor shall not be entitled to payment for any such Services it provides to the extent the costs exceed the not-to-exceed 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 Percentage of the Services Completed

The percentage of the Services completed must be documented in a monthly progress report prepared by the Contractor. The Contractor must also furnish such other information, as may be requested by VTA, to substantiate the validity of an invoice. At its sole discretion, VTA may decline to make full payment for any portion of the Services until such time as the Contractor has documented, to VTA's satisfaction, that the Contractor has fully completed all of the portion of the Services billed for in the invoice. VTA's payment in full for any portion of the Services will not constitute VTA's final acceptance of any or all of the Contractor's work.

#### 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.

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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 **Supplemental Payment Terms for Cost Plus Fixed Fee Contract**

VTA will make payments for Work completed to VTA's satisfaction in accordance with this Section 3.4.

**3.4.1 Direct Labor Costs**

Direct labor costs will be the total number of hours (and portions thereof) worked by each employee multiplied by the "Direct Labor Rate" for such employee's "Position", which shall not be greater than the not to exceed amount as set forth in the Contract, which contains the Positions and not to exceed Direct Labor Rates for exempt and non-exempt personnel (hours for each Position multiplied by Direct Labor Rates are referred to as "**Direct Labor Costs**"). The not to exceed Direct Labor Rates will be escalated each year by the escalation rate agreed under 3.4.1.4.1.

In no circumstances shall the labor rates that VTA is required to pay to the Contractor be greater than the actual labor rate paid by the Contractor to any individual.

**3.4.1.1 Exempt Personnel:** VTA's compensation for exempt personnel (as described in the Fair Labor Standards Act, 29 U.S.C. § 201-219) will be at the Direct Labor Rate for each employee's Position for all hours (and portions thereof) worked, with the exception of subconsultants billing at a negotiated billing rate.

**3.4.1.2 Non-Exempt Personnel:** VTA's compensation for non-exempt personnel will be as follows:

(i) For regular time: at the Direct Labor Rate; and

(ii) For overtime: at either one and one-half the Direct Labor Rate or twice the Direct Labor Rate in accordance with California Labor Code, Division 2.

**3.4.1.3 Overtime:** All overtime must be approved in advance by VTA. The Contractor shall not be entitled to apply overhead to any portion of any labor overtime hours to the extent an individual has already worked 40 hours in a week.

**3.4.1.4 Labor Rate Adjustments (Escalation):** Direct Labor Rate adjustments will be as follows. Except as expressly allowed in this Section 3.4.1.4, no other escalation shall be applied to the Direct Labor Rates during the term of this Contract. For the avoidance of doubt and notwithstanding anything in this Section 3.4.1.4, VTA shall in no circumstances be required to pay any labor rate for an individual which is greater than the not to exceed Direct Labor Rate for such individual's Position.

**3.4.1.4.1 Adjustment to Direct Labor Rates**

Beginning July 1, 2027, and on each July 1 thereafter, and subject to VTA's prior review and written approval in its sole discretion, the Direct Labor Rates of all personnel, except those on negotiated fully burdened

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billing rates on the Project, may be escalated by no more than three and one-half percent (3.5%).

Effective July 1, 2031, and on each July 1 thereafter, the Direct Labor Rates shall be escalated, subject to VTA's prior review and written approval in its sole discretion, by the lesser of:

(i) three and one-half percent (3.5%); or

(ii) the percentage change in the Employment Cost Index (ECI) for Private Industry Workers for the most recent twelve (12)-month period published by the U.S. Bureau of Labor Statistics.

**3.4.1.4.2 Annual Performance Based Adjustment**

Commencing July 1, 2028, the Contractor may submit an annual request to VTA for prospective Direct Labor Rate adjustments that exceed the escalation described in Section 3.4.1.4.1 above, for those personnel that the Contractor can demonstrate:

(A) the individual has had superior performance in his/her work; and

(B) the individual has worked on the Project full time and continuously for the previous two (2) year provided that:

(i) the Contractor shall only be entitled to request one (1) adjustment under this Section 3.4.1.4.2 per person during any five-year period; and

(ii) such adjustment shall be subject to VTA's review and written approval in its sole discretion.

**3.4.1.4.3 Adjustment to Direct Labor Rates at Year 6 and 11**

On July 1, 2031, and July 1 every 5 years thereafter, the Contractor may submit a request to VTA for prospective Direct Labor Rate adjustments to actual labor rates of each employee, where it exceeds the escalation described in Section 3.4.1.4.1 above, provided that:

(i) any such adjustments shall be prospective only and shall not include retroactive reconciliation of previously paid amounts;

(ii) any adjustments under this Section 3.4.1.4.3 shall be subject to VTA's review and written approval in its sole discretion; and

(iii) For the Year 6 and Year 11 rate adjustment under Section 3.4.1.4.3 only, each individual's Direct Labor Rate for Work as escalated under Sections 3.4.1.4.1 through 3.4.1.4.3 shall not exceed twenty five percent (25%) of such individual's Direct Labor Rate as of July 1, 2026 and July 1, 2031 respectively, calculated exclusive of any adjustments under Section 3.4.1.4.4.

For individuals added to the Contract after the Contract Effective Date, the twenty-five percent (25%) adjustment limitation shall be applied based on full Contract Years, commencing on July 1 of the Contract Year in which the individual is first assigned to perform

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Work under the Contract, regardless of the individual's actual start date within that Contract Year.

**3.4.1.4.4 Position Change Adjustment**

VTA may, in its sole discretion, consider an adjustment of an individual's Direct Labor Rate that exceeds the escalation prescribed above, on a case-by-case basis, not to exceed one (1) adjustment per person per year, where the person is promoted to an elevated position and the Contractor can demonstrate that:

(A) the individual has demonstrated superior performance in the individual's work;

(B) the individual has worked on the Project full time and continuously for the previous two (2) years; and

(C) there is a need for such individual to assume a superior position on the Project, with increased duties, roles and responsibilities, and

(D) VTA has a need for the higher position.

The personnel's promotion rate shall not exceed the rate for any applicable new Position as set forth in the Scope of Work.

**3.4.1.4.5 Employment Decisions**

The Contractor's employment decisions, including its evaluation of employee performance, are independent of VTA's rate adjustment decisions and will remain at all times with the Contractor.

### 3.4.2 Indirect Costs

Indirect costs will be calculated as the Direct Labor Costs multiplied by a field or home office overhead rate. The current audited home office and field overhead rates are stated below:

| Joint Venture Member | 2024 Home Office | 2024 Field Office |
|---|---|---|
| HNTB | [redacted] | [redacted] |
| WSP USA | [redacted] | [redacted] |

The Contractor must do the following to comply with this provision:

(a) At the end of the Contractor's fiscal year, obtain actual overhead field and home office rates for the prior fiscal year that are audited in compliance with FAR Part 31 and certified by an independent accounting firm (individually "**Audited Field Overhead Rate**" and "**Audited Home Overhead Rate**" and collectively "**Audited Overhead Rates**"); and

(b) Submit to VTA both a reconciliation invoice and the certified Audited Overhead Rates within 30 days of the Contractor's receipt of its Audited Overhead Rates. Any overpayment or underpayment resulting from a variance between the Provisional Overhead Rates and the Audited Overhead Rates must be refunded or credited to VTA, or paid to the Contractor, as applicable.

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### 3.4.3 Fixed Fee

VTA will pay the Contractor a fixed fee of $9,567,106 fixed for performance of the Services throughout the base 5-year Term. VTA will pay the Contractor a fixed fee of $10,001,009 for the 10 one-year options if all are fully exercised. The fixed fee for performance including if all options are exercised is $19,568,115.00 (**the "Total Fixed Fee"**), provided that Contractor is only entitled to invoice for payment of the Total Fixed Fee based on direct labor the Contractor actually performs as part of the Services. The Total Fixed Fee will be based on the negotiated Contractor's Direct Labor Costs.

The total amount of each Annual Work Plan negotiated by the Parties will include a fixed fee associated with the scope of work included in the Annual Work Plan for that year (the "Annual Fixed Fee"). If VTA and Contractor execute a change order to either add or delete Services from an Annual Work Plan, such change order shall also revise the Annual Fixed Fee associated with that Annual Work Plan to reflect the addition or deletion of Services. The Parties shall use the procedure the Parties used to calculate the initial Annual Fixed Fee for the Annual Work Plan to calculate the revised Annual Fixed Fee. The cumulative Annual Fixed Fees from all Annual Work Plans cannot exceed the Total Fixed Fee.

Each invoice submitted by the Contractor will include a Fixed Fee line item for 7% of the amount invoiced for Services. Upon completion of the Services, the final invoice will include a Fixed Fee line item for any remainder of the Fixed Fee.

3.4.3.1 **Performance Fee:** VTA will pay Contractor up to $8,386,335 (if all option years are exercised), conditional on Contractor's performance against certain key performance indicators (KPIs) (the "Performance Fee"). The Performance Fee is composed of the following two components:

- Tier 1 – A total of $4,193,168 (if all option years are exercised); KPI to be provided to Contractor by VTA with each Annual Work Plan, which will address elements of the Services that Contractor has a direct control of the outcome, or can directly influence the outcome, for measurable results.
- Tier 2 - $4,193,168 (if all option years are exercised) ; KPIs to be provided to Contractor by VTA with each Annual Work Plan, which will address incentives that require Contractor to earn the Performance Fee by influencing and compelling behavior and outcomes in areas over which Contractor does not have direct control.

The total amount of each Annual Work Plan negotiated by the Parties will include a portion of the Performance Fee associated with the scope of work included in the Annual Work Plan for that year (the "Annual Performance Fee"). The cumulative Annual Performance Fees from the Annual Work Plans cannot exceed the Performance Fee. The Annual Performance Fee will have Tier 1 and Tier 2 components. The Parties will size the Tier 1 and Tier 2 components based on the scope of work in the applicable Annual Work Plan. VTA will coordinate with the Contractor on an annual basis to determine the KPIs associated with each upcoming Annual Work Plan, provided that any such KPIs and their related payment amounts are subject to VTA approval. The initial work plan in place at Contract execution will not include any KPIs. VTA will amend the initial work plan to incorporate KPIs that will apply at the start of the 2026 fiscal year (July 1, 2026).

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The KPIs will, among other things, address Contractor's compliance with contractual timelines set in the contract.

**3.4.4 Subcontractor Costs**

Each Annual Work Plan will include all subcontractor costs, including labor, overhead, profit and ODCs. When proposing a fixed cost amount for a subcontractor's work under an Annual Work Plan, Contractor must submit appropriate documentation supporting the fixed cost amount.

Annual Work Plan invoices that include costs for subcontractor work must include a written narrative on the progress of the subcontractor's work and deliverables completed under the approved Annual Work Plan. VTA will reimburse Subcontractor costs at actual cost with no markup, provided that such costs are otherwise authorized under the approved Annual Work Plan. Subcontractor costs must be supported by appropriate documentation for reimbursement. The Contractor, by its submission of its subcontractors' invoices, warrants that the performance of the Subcontractors' work is commensurate with the invoice billing and that the Subcontractor costs are fair and reasonable. As part of its general audit rights, VTA may perform partial or full audits of the supporting subcontractor documentation.

In the event that subcontractors do not have an audited overhead rate, invoicing will be in accordance with negotiated billing rates.

**3.4.5 Other Direct Costs (ODCs):** The following categories of expenses are considered ODCs:

**3.4.5.1 Travel Expenses:** Any travel expense (as described below) must be authorized by VTA in writing prior to the Contractor incurring the expense of such travel (hereinafter referred to as "Travel Authorization") . VTA may deny reimbursement of any travel expenses incurred by the Contractor prior to VTA's written approval. If VTA approves of the travel expense, VTA will reimburse the following types of travel expenses related to the performance of Services:

**Flight:** a) Actual costs incurred as shown by detailed airliner invoice or receipt. Any airfare amount that exceeds the estimate set forth in the approved Travel Authorization by more than 10 percent (10%) shall not be reimbursable without the prior written authorization of VTA. Travel must be economy. Upgrades or itinerary changes will not be reimbursed unless specifically authorized by the VTA.

b) Where travel is not at economy fare or in the absence of an invoice or receipt, air travel will be reimbursed at the rate shown on the GSA City Pair Government "YCA" Fare found at https://www.gsa.gov/travel#tab--airfares

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

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

**3.4.5.2 VTA** will reimburse car rental, ride share, cabs, parking, tolls, deliveries, printing, plan reproduction, blueprint services, and any other expenses directly associated with the Services at actual cost without markup. The Contractor must provide appropriate supporting documentation, including detailed receipts. If any of the ODCs described in this paragraph will exceed $500.00, the Contractor must receive VTA's written approval prior

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to incurring such expense. VTA may deny reimbursement of any such ODC expense incurred by the Contractor prior to VTA's written approval.

Except as otherwise provided herein, telephone charges, computer costs, CAD machine charges, in-house copying charges, and facsimile charges must be included in overhead and will not be reimbursed as an ODC. Additionally, VTA will not reimburse any of the following types of expenses: alcohol, travel upgrades, fines, memberships, loss of personal property or cash, "no shows," or personal itinerary changes.

No other categories of expenses will be subject to reimbursement as an ODC without the prior written approval of VTA.

### 3.4.6 Invoicing

#### 3.4.6.1 Invoice Format

VTA will compensate and reimburse the Contractor on the basis of invoices submitted each month for the Services performed during the preceding month. The charges for each individual assigned under this Contract must be listed separately. Further, each invoice must include:

(a) Description of the Services performed commensurate to the time billed, including pending deliverables, completed deliverables, and the relevance of the Services to the Annual Work Plan;

(b) Hours worked by personnel Position accompanied by timesheets;

(c) Rate per personnel Position;

(d) Other Direct Costs;

(e) Subcontractor costs supported by itemization in the same format;

(f) Fixed fee amount;

(g) Total costs; and

(h) Percent of schedule and budget expended under the relevant Annual Work Plan and the percent of budget expended under the Not-to-Exceed Price, including a breakdown of budget expended to date for subcontractor costs and the Annual Fixed Fee.

#### 3.4.6.2 Certification by Contractor

The Contractor must include the following statement on all invoices for services as verification that all direct labor rates are billed at the actual rates earned.

| |
|---|
| I certify the statements and information contained in this invoice are true, accurate, and complete.<br><br>Contractor's Signature:_____<br><br>Contractor's Name:_____ |

## 4.0 QUANTITY

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The Contractor agrees Proposal 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.

**5.0 TAXES**

Sales tax (when applicable) is set out in the Proposal as documented in Part A of this Exhibit 10.

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# EXHIBIT 11 - SCOPE OF WORK

The following are incorporated into this exhibit by reference to establish Contractor's Scope of Work:

1. Contractor must comply with any and all of Contractor's obligations set forth or otherwise incorporated into the Contract Documents, including but not limited to its obligations set forth in Exhibit 18 (Contractor Commitments) to the extent a specific commitment in Exhibit 18 exceeds the minimum requirements otherwise required by the Contract Documents.
2. Any Annual Work Plans negotiated by the Parties, including any amendments thereto are incorporated into this exhibit by reference and form part of Contractor's scope of services.
3. The materials identified in or incorporated into this Exhibit 11 shall in no way be interpreted to limit or waive Contractor's obligations and requirements otherwise set forth in the Contract Documents.
4. Contractor's scope of services includes, but is not limited to, the following:

The BART Silicon Valley Phase II (BSVII) Program Management Consultant (PMC) will provide all aspects of program management services for the successful delivery of VTA's BART Silicon Valley Phase II Extension Project from design and procurement through construction, systems testing, revenue service and close-out while being accountable for results and supporting strategically through project challenges.

The PMC will establish a comprehensive plan for management of functions described in the scope of services through the lifecycle of BSVII. Further, working closely with VTA, the PMC will establish detailed work plans, also known as an Annual Work Plan ("AWP"), established every VTA fiscal year (July 1 to June 30), detailing level of effort of necessary PMC personnel, outlining key milestones, deliverables, strategies for cost savings and schedule recovery, other direct costs and other proposed services for the upcoming period. The PMC must implement, monitor and report on Project milestones or hold-points established in the AWPs. For issue resolutions, the PMC will be prompt in advising and providing VTA leadership options for expeditious resolution of the issue.

## A. BACKGROUND AND KEY ASSUMPTIONS

VTA is pursuing a Full Funding Grant Agreement (FFGA) through the Federal Transit Administration (FTA)'s New Starts Funding Program. The BSVII Project is currently in the New Starts Engineering (NSE) phase of the program. In coordination with FTA, VTA has developed an initial roadmap towards an FFGA with an anticipated receipt in 2027.

The BSVII Project will be delivered through multiple Contract Packages (CP) including a Tunnel Package anticipated to be awarded as early as 2026.

The PMC will support these efforts, as described in Section C below, with details to be developed in each AWP.

## B. PROGRAM ORGANIZATIONAL STRUCTURE

The PMC Program Manager will report to the Chief Megaprojects Deliver Officer or their designee. While PMC Management positions will report through the PMC Program Manager, they will engage with VTA staff including Directors, Deputy Directors, and Managers in their day-to-day work.

The PMC's organizational chart will be updated and included with each Annual Work Plan.

VTA has obtained services from other consultants to support successful delivery and implementation of the BSVII project as summarized below. The PMC is expected to coordinate, interface with, and or/manage these entities as described in section C.

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- General Engineering Consultant (GEC) Services
- Construction Management Services (CMS)
- Stakeholder Engagement & Community Relations Services
- IT and Document Control Support Services

Additional contracts may be executed during project delivery, and the PMC may be required, as appropriate, to coordinate with such consultants.

## C. SCOPE OF SERVICES KEY AREAS

Through the provision of services under the resulting Contract, the PMC will be responsible for supporting VTA in delivering the project while proactively addressing BSVII-related issues in an effort to maintain schedule and otherwise guide the BSVII Project to successful completion. The PMC's responsibilities include at a minimum, providing services and expertise in the following key areas:

a. Program Management
b. Engineering Management
c. Project Controls Management
d. Quality Management
e. System Safety & Security Management
f. Procurement Development/Contract Management
g. Advisory Services

### a. Program Management

The following are minimum expected responsibilities:

- Oversee day-to-day operations of the BSVII Project with focus on timely delivery within established project requirements and cost, including all aspects of engineering, project controls, third-party agreements (e.g., agreements with utility owners, public agencies, etc.), acquisition of real estate properties including easement rights required for BSVII, and Environmental requirements.
- Establish a comprehensive plan and implement management of functions described in the scope of services through the lifecycle of BSVII ensuring PMC cross functional coordination
- Provide proactive solutions resolution of issues resolutions
- Support VTA and lead management efforts needed for federal, local, state, and regional funding sources

*Right of Way (ROW) Coordination*

- Assist VTA in the real estate acquisition process while ensuring conformity with all applicable local, regional, state, and federal requirements
- Work with the designer and Contractors during design development and construction to review and verify the requested property needs along with proposed schedules.
- Manage and maintain the project's ROW tracking matrix
- Support VTA by providing property descriptions, ownership and other records, and related technical information (developed during design) on parcels proposed for acquisition or temporary or permanent easements

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*Environmental & Sustainability*

- Prepare, review, and update federal and state environmental documentation, including studies to environmentally clear design changes.
- Develop, support the development and maintenance of the project's Environmental Commitment Record (ECR).
- Review environmental-related submittals and provide necessary environmental compliance support for VTA during construction.
- Provide environmental compliance oversight and report (such as Mitigation Monitoring and Reporting Program (MMRP) to FTA and other regulatory agencies monthly on the status of compliance.
- Assist in the preparation of permit applications required prior to initiating construction activities, to satisfy regulatory agencies.
- Track compliance with the Programmatic Agreement (PA), provide support for field coordination, including inspection and report as prescribed in the project's environmental documents and by applicable regulatory agencies.
- Support the implementation of the agency's sustainability goals.

*Third Party Agreement & Permit Coordination*

- Prepare and facilitate execution of cooperative and third-party agreements with agencies including the City of San Jose, Santa Clara, Caltrans, Union Pacific Railroad, and others as required.
- Maintain the project's third-party agreement tracking list
- Develop, or provide the necessary support, on permits required for the BSVII Project.
- Coordinate and facilitate meetings with VTA and Contractors on issues related to third parties.

*Tunnel Project Management*

- VTA has engaged a Construction Management Services Contractor (CMS). The CMS provides a CMS Construction Director, Resident Engineers and other field resources. The PMC shall support VTA's Construction Director in managing VTA's oversight of the CMS.
- Serve as VTA representative on tunnel related commercial and technical matters, including negotiations with Contractor, in coordination with VTA's Construction Director.
- Coordinate tunnel-related activities and issue resolution with the General Engineering Consultant (GEC), Construction Management Services (CMS), and other program stakeholders.
- Tunnel Project Management support will be delivered through an integrated PMC team, drawing on subject-matter expertise from the Engineering, Contracts, Quality, and Project Controls functional teams, as appropriate to the issue and project phase.

*Contract Package Management*

- Provide day-to-day owner-side management and integration of individual BSVII contract packages from design through procurement and construction.
- Serve as BSVII's primary point of contact for the assigned package, coordinating among VTA, PMC, designers, contractors, CMS, and third-party stakeholders to ensure alignment with program objectives.

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- Oversee package-level scope, schedule, cost, quality, safety and security, interfaces, and risk; track and resolve issues with escalation to PMC as appropriate.
- Support procurement activities, including preparation and review of technical documents, responses to proposer questions, evaluation support, and transition to construction.
- During construction, provide owner-level oversight and issue resolution, including RFIs, design changes, change management, claims avoidance, and coordination of testing, commissioning, turnover, and closeout in coordination with CMS.

*Subject Matter Experts (SME) & Additional Assistance*

- VTA recognizes that additional subject matter expertise may be needed to support the BSVII Project. PMC will continuously evaluate needs for SME and seek VTA's direction. VTA may also direct PMC to provide SMEs.
- PMC will support VTA with additional BSVII Project personnel or service needs. While VTA may direct PMC to fulfill such needs, it is VTA's expectation that PMC shall continuously monitor VTA's needs and advise VTA on future needs, in a planned manner in AWP or when unforeseeable needs arise.

*Administrative Support*

- Provide administrative support including, but not limited to, front-desk staffing, documentation of meetings, report writing, preparation of presentations, and preparation of correspondence.
- Assist in generating data, graphics and other materials from project information as required for internal, external and public presentations.

**b. Engineering Management**

The following are minimum expected responsibilities:

- Manages the GEC, development of technical work products and design services through the lifecycle of the BSVII Project, including associated configuration, interface, and requirements management.
- Develop engineering workplans
- Manage the development of design submittals (drawings, specifications, reports, cost estimates, etc.) to ensure compliance with Project requirements (including Buy America) and delivery on schedule and within budget
- Update and maintain procedures to ensure that the designers use current design criteria
- Coordinate and oversee design work to ensure design integration, interface, consistency, constructability, and consistent implementation of design criteria across the Project.
- Review the design progress submittals for accuracy, completeness, and compliance with requirements; ensure design intent and project scope are accurately reflected.
- Ensure resolution of design comments, including maintaining a comment tracking system and confirming critical comments are resolved prior to phase advancement.
- Provide subject matter expertise and facilitate technical reviews at key milestones.
- Oversee GEC reviews of tunnel contract technical submittals and track comment resolution.
- Throughout construction:
    - Oversee GEC Design Support During Construction (DSDC) services.

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  - Support responses to RFIs, submittals, clarifications, and change requests to ensure a consistent programmatic approach.
  - Coordinate with VTA and CMS to assign responsibilities, establish response timelines, review materials for consistency with Project goals, and recommend readiness for issuance.
  - Manage design changes during construction to ensure alignment with Project requirements, interface assumptions, and program risk.
  - Review as-built information and oversee development of as-built plans.
  - Oversee adherence to technical, asset management, interface, and configuration requirements, including updates as necessary.
  - Coordinate with BART on construction submittal reviews and related field coordination.

- Define and lead the testing and commissioning process. Establish and manage a comprehensive testing, verification, and documentation framework incorporating GEC and BART requirements. Coordinate testing documentation required for BART submissions to CPUC.

*External Affairs Team (EAT) Support*

- Assist or lead in coordinating with regulatory agencies and other stakeholders (including BART, Cities of San Jose, Santa Clara, etc.), that are participants in or have interest in the BSVII Project; and help to resolve technical issues and concerns related to design that involve these agencies and stakeholders.
- Current stakeholder relationship are as follows with potential modifications to be made at VTA's discretion:
  - EAT- City of San Jose, City of Santa Clara, Caltrain, VTA Interagency coordination
  - PMC- BART, 3rd Party Utilities, Caltrans, UPRR
- Provide oversight of the development of third-party review packages for each third party, to ensure appropriate documents and level of information is transmitted
- Assist in assembling design documents for review with the EAT prior to distributing to stakeholders, including receiving and organizing comments for reviews.
- Support technical discussion at CWG/DRC meetings, VTA Board, etc., as requested
- Review and respond to stakeholder inquiries for design refinements such as the City of San Jose and Santa Clara for revised roadways, pedestrian and bicycle improvements, etc. Prepare and present exhibits on routine basis as requested.
- Incorporate stakeholder feedback into design refinements and develop mitigation strategies to address conflicts with adjacent projects or scheduled activities.
- Provide EAT with all design documents as needed
- Support EAT in coordinating with other adjacent stakeholder projects to assure compatibility with BSV project directives. If discrepancies are noted, coordinate with GEC on refinements
- Produce Construction Transportation Management Plans (CTMP), and associated plans including Traffic Response Plans and Event Management Plans, for City review by writing and assembling the technical documents required coordinating with VTA, GEC, CMS and/or Contractor resources as needed.

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- In coordination with VTA update and revise technical specifications related to CTMPs as necessary for each Contract Package
- Attend bi-weekly or monthly meetings with stakeholders as requested/required by EAT.

*Utilities Coordination*

- Review and oversee the review of plans and specifications prepared for the relocation of utilities impacted by the BSVII Project. For utilities that self-perform utility designs, maintain a design schedule, monitor performance, field verify and as-built conditions in CAD.
- Maintain work plans and schedules for the advance relocations of utilities prior to the construction of improvements for the BSVII Project. For utilities self-performing utility relocations and/or replacements, develop construction work plans and schedules.
- Develop, or provide the necessary support to VTA on utility agreements
- Assist VTA in the implementation of and ensuring compliance of design and construction with third-party private and public utility agreements.

**c. Project Controls Management**

The following are minimum expected responsibilities:

- Management of all project control functions for BSVII including project schedule, cost, risk, and reporting
- Development and ongoing updates to project schedule, cost estimate, and risks
- Oversee change management including trend management
- Prepare reports periodically including project progress, cost, and schedule projections

*Schedule Management*

- Develop and maintain a project work breakdown structure.
- Develop and maintain an integrated resource loaded master schedule, covering all aspects of the multi-billion project.
- Evaluate earned value management and earned schedule management of the Project and for major Project activities.
- Develop alternative work plans and schedule scenarios to respond to specific project risks and/or requests

*Cost Estimating / Control Management*

- Develop, manage the development of capital cost estimates for BSVII including review of estimates prepared by others; evaluate the reasonableness and general accuracy of the estimates and proposed contingencies.
- Prepare/translate capital cost estimates into FTA Standard Cost Categories (SCCs). Track project design and construction costs relative to the FTA Standard Cost Categories and concurrent non-project activities required by FTA.
- Develop and maintain project cost trends in accordance with approved project procedures.
- Develop detailed cost estimate for bid packages for solicitations (for bids or proposals). Cost estimates relating to construction, operations and maintenance of the Project shall conform to established guidelines and accurately reflect all project-related costs.

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- For special circumstances agreed to with VTA, prepare independent cost estimates for future procurement, negotiations, etc.

*Risk Management*

- Develop and maintain a Risk Management Plan.
- Establish and manage a systematic risk management process for identifying and evaluating the potential impacts of project risk events relative to timely delivery of the Project. Risk events will be quantified in terms of their potential effects on the BSVII cost, schedule, and scope of improvements.
- Conduct regular risk assessment and risk mitigation updates as the Project including facilitating and leading internal risk workshops
- Actively participate in FTA-coordinated and FTA-compliant risk assessment and mitigation workshops.
- Maintain the project's risk register and risk mitigation strategies pertaining to Project delivery developed from workshops and follow-up project risk assessments.
- Develop and implement response and control strategies that include risk mitigation/risk management to manage the identified Project risks.
- Review, update and maintain a cost and schedule contingency management and tracking system.

*Performance and Progress Reporting*

- Develop a comprehensive Project performance reporting structure, including scope, schedule, and cost issues and concerns with appropriate mitigation measures.
- Develop executive, detailed monthly progress reports with information on expenditures, milestones, issues and decisions, schedule progress, and risks. The reports should include variances, performance curves, contingency drawdown etc. The reports should meet the requirements of the project's various funding partners.

*IT/Document Control Support*

- Provide general support related to document control and IT, including implementation of Aconex and Unifier workflows as directed by VTA.

*Tunnel Contract Package Support*

- The PMC will provide program-level project controls integration and change management oversight for the Tunnel Progressive Design-Build Contract to ensure that proposed scope, cost, schedule, and risk changes are evaluated for alignment with approved program budgets, contingencies, and control baselines prior to execution. This role ensures changes are fully reflected in program-wide forecasts, contingency management, and reporting to support informed VTA decision-making.
- Lead review of Contractor's monthly schedule submittals and invoices, coordinating with CMS on review of construction activities.
- Compile monthly cost and schedule data and prepare the Project's monthly cost report while ensuring consistency with the program's procedures

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**d. Quality Management**

The following are minimum expected responsibilities:

- Management of quality, through design, construction, testing and turnover, for the BSVII project in accordance with project requirements and guidelines including the FTA Quality Management System Guidelines
- Implement the Quality Management System (QMS) and any associated requirements that apply to all work, equipment, and materials specified for completion of BSVII Project. These requirements include, but are not limited to design, construction, installation, testing acceptance and turnover of the final Project.
- VTA has developed a BSVII Quality Management Plan (QMP) that the PMC shall review, suggest updates, maintain, and ensure implementation.
- Review QMPs submitted by selected design teams, construction contractors, and suppliers to ensure they meet or exceed minimum program standards, including provisions of the project QMP.
- In coordination with VTA, perform both planned and unplanned quality audits of consultants, contractors, and suppliers; perform surveillance to verify implementation and effectiveness of the QMP.
- Maintain quality records of audits and other surveillance, which shall be always accessible to VTA.
- Gather and track findings from quality audits and surveillance activities; maintaining discrepancy data for use in the analysis of deficiency trends; and proposing corrective actions to address deficiencies and evaluating their effectiveness.
- Proactively coordinate with Contractor and CMS quality leads, maintaining programmatic oversight
- Monitor and confirm the GEC is following and documenting their quality plan.
- As NCRs occur in the field, Quality Manager monitors to make sure the proper process is being followed and parties are playing their respective roles to get to resolution.

**e. Safety & Security Management**

The following are minimum expected responsibilities:

- Management of system safety and security activities for the BSVII Project including updates and monitoring of the project's System Safety and Security Management Plan, System Safety and Security Certification Plan, and other key safety and security program elements.
- Lead system safety and security activities, including Safety and Security Review Committee and coordination with other contractor (GEC, CMS, & contract package) safety and security teams.
- Prepare safety and security report(s) in accordance with federal, state, and local requirements
- Manage system safety and security certification activities and prepare safety and security certification report(s) in accordance with federal, state, and local requirements
- Monitor the preliminary hazard analyses developed by the designers and monitor and consolidate the hazard analyses into the BSVII preliminary hazard database through the lifecycle of the Project.

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- Update the threat and vulnerability assessment keeping it current with the design and any design changes and coordinating with the GEC and packages owners to confirm comprehensiveness.
- Update and maintain the BSVII safety and security certifiable items list and establish a process for certifiable item tracking and resolution; and ensure designers incorporate agreed upon measures in final design plans and construction, and other phases prior to revenue service.

**f. Procurement Development/Contract Management**

The following are minimum expected responsibilities:

- In coordination with VTA, develop and maintain programmatic BSVII procurement and contract management plans and procedures that are consistent and compliant with VTA requirements and informed by industry best practices for delivery of large, complex, multi-billion-dollar infrastructure programs.
- Work collaboratively with VTA to establish BSVII-specific procurement processes and procedures to support varying delivery methods and contract packaging approaches, and to ensure project team members clearly understand required actions, roles, and key compliance points.
- Update and implement programmatic BSVII contract management processes and procedures, including processes for change management, claims and disputes management, and other key compliance requirements.
- Support preparation and management of construction Contract Packages
- Coordination of activities related to development of procurement documents
- Manage and maintain uniform procurement and contract documentation in compliance with FTA requirements
- Support claims management through tracking and addressing any actual or potential claims and disputes that VTA has with BSVII Project contractors
- In consultation with VTA, respond to all claim or potential claim correspondence; support, prepare, and participate in dispute proceedings.
- Provide programmatic oversight of construction contract management activities, coordinating closely with CMS including:
    - Construction changes and contract issues
    - Contract interpretation and guidance on contractor's relief notices and relief requests
    - Develop Issues, Analysis and Recommendation report to proceed with merit recommendations and/or change orders were appropriate
    - Management of Change Control Committee (CCC)
    - Coordination with VTA legal and outside counsel for complex issues.
- For Tunnel Package, Oversee and manage reviews of documents (including submittals, RFIs, etc.) related to tunnel including comment resolution. Lead completion of change order documentation in coordination with the design and CMS teams.
- The PMC will provide programmatic oversight of compliance with Federal requirements, including Buy America, by confirming required federal provisions are incorporated into procurement documents and contracts, verifying receipt and organization of required certifications and documentation, and advising VTA on compliance with Federal

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requirements, including Buy America, throughout design and procurement. Coordinate with CMS, who will oversee construction phase compliance with Federal requirements. CMS will monitor Buy America compliance and reporting through contractor construction certification plans and submittals.

**g. Advisory Services**

As directed by VTA, responsibilities may include:

- Assist VTA in preparation or updates to documentation, including plans and procedures, for funding applications including the Full Funding Grant Agreement (FFGA) with FTA
- Provide strategic support to VTA executive leadership on project items including Board of Director requests, funding discussions, and other initiatives
- Provide recommendations and solutions for potential issues and challenges that may arise
- Support VTA Executive Management on strategies related to project delivery, contract packaging and delivery models, including industry sounding efforts and other areas as requested
- Provide partnering and facilitating services as requested by VTA

## D. DELIVERABLES

Under this Agreement, the Program Management Consultant (PMC) shall provide professional services and work products in support of the BART Silicon Valley Phase II Extension Program ("BSVII"), including but not limited to program management, engineering management, project controls, quality management, system safety and security, and other technical, strategic, funding, or programmatic support services as directed by VTA.

Each Annual Work Plan (AWP) shall include a defined list of deliverables and work products, which may consist of (i) recurring or ongoing deliverables necessary to support continuous program management functions and (ii) milestone-based or deadline driven deliverables tied to specific program activities, phases, or decision points. The specific scope of services, deliverables, level of effort, and work products to be provided during a given contract year shall be defined and authorized through AWPs issued by VTA. Specific deadlines for milestone deliverables will be agreed to in AWPs, with key anticipated milestones shown in Exhibit A including the FFGA and award of Contract Packages.

Deliverables identified in an AWP may be refined, supplemented, or modified by VTA direction in accordance with the terms of this Agreement to respond to evolving program needs over the duration of the Agreement.

A representative, non-exhaustive list of anticipated deliverables is provided in Table 1 for illustrative purposes, with the understanding that the specific deliverables applicable to any contract year shall be established through the applicable AWP.

**Table 1: Deliverables**

| Key Area | Steady State Deliverables | Milestone Deliverables |
|---|---|---|
| Program Management & Support Services | Monthly Updates to:<br>• Third Party Agreement Tracking<br>• Right-of-Way Acquisition Matrix | • FFGA Readiness Documents<br>• FFGA Application<br>• Program Plans, Processes and Procedures<br>• Permits<br>• Third Party Agreements |

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| Key Area | Steady State Deliverables | Milestone Deliverables |
|---|---|---|
| | | • CEQA/NEPA Environmental support documentation |
| Engineering Management | • Reconciliation and resolution of BART comments<br>• Processing and review of Request for Variances (RFV) and Request for Change (RFC) during design<br>• Updates to configuration documents<br>• Contract Interface documents<br>• Requirements management audits | • 65% Design Review Comments/Comment Resolution Matrix (CRM)<br>• 85% Design Review Comments/CRM<br>• 100% Design Review Comments/CRM<br>• Authorized for Construction (AFC) Review/Confirmation that all open comments from VTA and 3rd Parties have been incorporated and closed before acceptance |
| Program Controls | Monthly:<br>• Executive Report for BSVII Oversight Committee<br>• VTA Progress Report for FTA/PMOC<br>• PMC Progress Report<br>• Updates to Master Program Schedule<br>• Risk Register Updates<br>• Program Cost/Trend Report | • Cost Workbook for FFGA<br>• Independent Cost Estimates (ICE) for Contract Packages |
| Quality Management | Monthly Updates to:<br>• Quality Activities Schedule<br>• Project Non-Conformance Log<br>• Findings and Observations Log<br>• Corrective Action Report Log | |
| Safety and Security | Materials related to Safety & Security Review Committee (SSRC) and Fire Life Safety and Security Committee (FLSSC) meetings:<br>• Meeting agendas and minutes<br>• FLSSC recommendation documentation<br>• SSRC Records of Decisions | • Threat and Vulnerability Assessment<br>• Design Certification Audit<br>• Safety Certification Checklist |
| Procurement Development/ Contract Management (including Tunnel Package) | Monthly or as-needed:<br>• Change Control Committee (CCC) documentation including meetings minutes, recommendations, etc.<br><br>For construction contracts:<br>• Comment Review Forms for deliverable reviews<br>• Technical documentation for 3rd party agreements and approvals<br>• Responses to Requests for Information (RFIs)<br>• Documentation for relief requests and change orders | • BSVII Procurement & Contract Management Plans & Procedures<br>• Contract Package Procurement Documents including General Requirements, Interface Obligations, related appendices, etc. |

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| Key Area | Steady State Deliverables | Milestone Deliverables |
|---|---|---|
| | • Documentation of reviews, approvals, and processing of invoices<br>• Claims and disputes support documentation | |
| Strategy & Advisory Services | Quarterly or as-needed:<br>• Input to Board materials<br>• Oversight Response Support<br>• "State of the Project" Strategic & Advisory assessment | • Updates to Market Saturation Study<br>• Funding applications<br>• Industry Sounding Material and Reporting |

## E. KEY PERFORMANCE INDICATORS (KPI)

Performance under this Agreement may be measured using Key Performance Indicators (KPIs) established by VTA to assess the Program Management Team's effectiveness in supporting delivery of the BSVII Program. The specific KPIs, performance targets, and evaluation periods applicable to a given contract year shall be defined through individual Annual Work Plans issued by VTA and may reflect program priorities, delivery phase, and risk profile at that time. KPIs may address, without limitation, schedule, cost, quality, safety, risk management, coordination, responsiveness, and overall program performance, and may be refined or adjusted by VTA over the term of the Agreement.

A representative, non-exhaustive list of potential KPIs is provided in Table 2 for illustrative purposes, with the understanding that applicable KPIs and performance targets shall be established through the corresponding AWP.

**Table 2 Potential KPIs**

| KPI | VTA Performance Objective | Measure | Target | Weight |
|---|---|---|---|---|
| **Tier 1 KPI** | **PMC Contract Management** | Timely invoicing | TBD By VTA | |
| | | Timely payment of subcontractors | TBD By VTA | |
| | | Timely submission of the Annual Work Plan | TBD By VTA | |
| | | Invoice Accuracy | TBD By VTA | |
| | **Program Controls** | Timely submission of reports including Executive Monthly/Progress Reports | TBD By VTA | |
| | | Completion of monthly cost, schedule, trend and risk updates as required | TBD By VTA | |
| | | Proactive and timely updates and reporting on monthly action item and issues lists | TBD By VTA | |
| | **Project Delivery** | Timely completion of design package reviews | TBD By VTA | |
| | | Timely review of design and contractor invoices | TBD By VTA | |
| | **Quality Management** | Number of Quality Audits Completed vs Planned | TBD By VTA | |
| | | Percentage of corrective actions closed within required timeline | TBD By VTA | |
| | | Compliance with Quality Management Plan | TBD By VTA | |

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In addition, the PMC reaffirms the following in accordance with commitments made in its proposal, and will use some of these core principles to inform Tier 2 KPIs in the Annual Workplans to drive and influence outcomes for the BSVII Project:

- Maintain a lean, local, and adaptable team, anchored by a dedicated core staff co-located in the San Jose/Santa Clara project office to ensure on-site presence and availability.
- Foster a "project-first" culture in which all team members operate in the best interest of the BSVII Program, functioning as a single, integrated team regardless of firm affiliation.
- Staff the program with a predominantly local workforce.
- Implement internal workforce development and succession planning to ensure continuity of leadership, technical expertise, and institutional knowledge over the life of the program.
- Utilize annual work plans as core communication and management tools to align staff and leadership on objectives, scope, milestones, and key performance indicators.
- Maintain transparent cost and schedule management systems, including dashboards and real-time reporting to support VTA, VTA Board, and Federal oversight.
- Bring solutions that drive delivery. Commit to proactive identification and resolution of risks and issues, not solely reporting them.

**5.** Annual Work Plans: At least 60 days prior to the expiration of each Annual Work Plan throughout the Term, Contractor shall provide the proposed scope of services for the next Annual Work Plan. Within 10 calendar days of receipt of VTA's approval of the Annual Work Plan scope of services, Contractor shall provide proposed pricing for the proposed scope of services, including applicable rates. It is the responsibility of Contractor to ensure that an Annual Work Plan, executed by both Parties, is in effect at all times throughout the Project. This requirement shall be one of Contractor's Key Performance Indicators (KPIs). In the event Contractor fails to meet this requirement, VTA may issue Contractor a Directive Letter instructing Contractor how to proceed, provided that VTA's issuance of such a Directive Letter will have no impact on the KPI determination.

**6.** Within thirty (30) calendar days after award and prior to commencement of Services, Contractor and its subcontractors must meet with VTA at a specific time and place to be determined by VTA for a Compliance Meeting to discuss, as applicable.

**7.** Contractor's prevailing wage obligations pursuant to California Labor Code section 1720; include, but are not limited to: (i) Project registration with the Department of Industrial Relations (DIR); (ii) Certified payroll upload to the California DIR electronic certified payroll reporting (eCPR) site; and (iii) Submission of a Statement of Compliance with Monthly invoice.

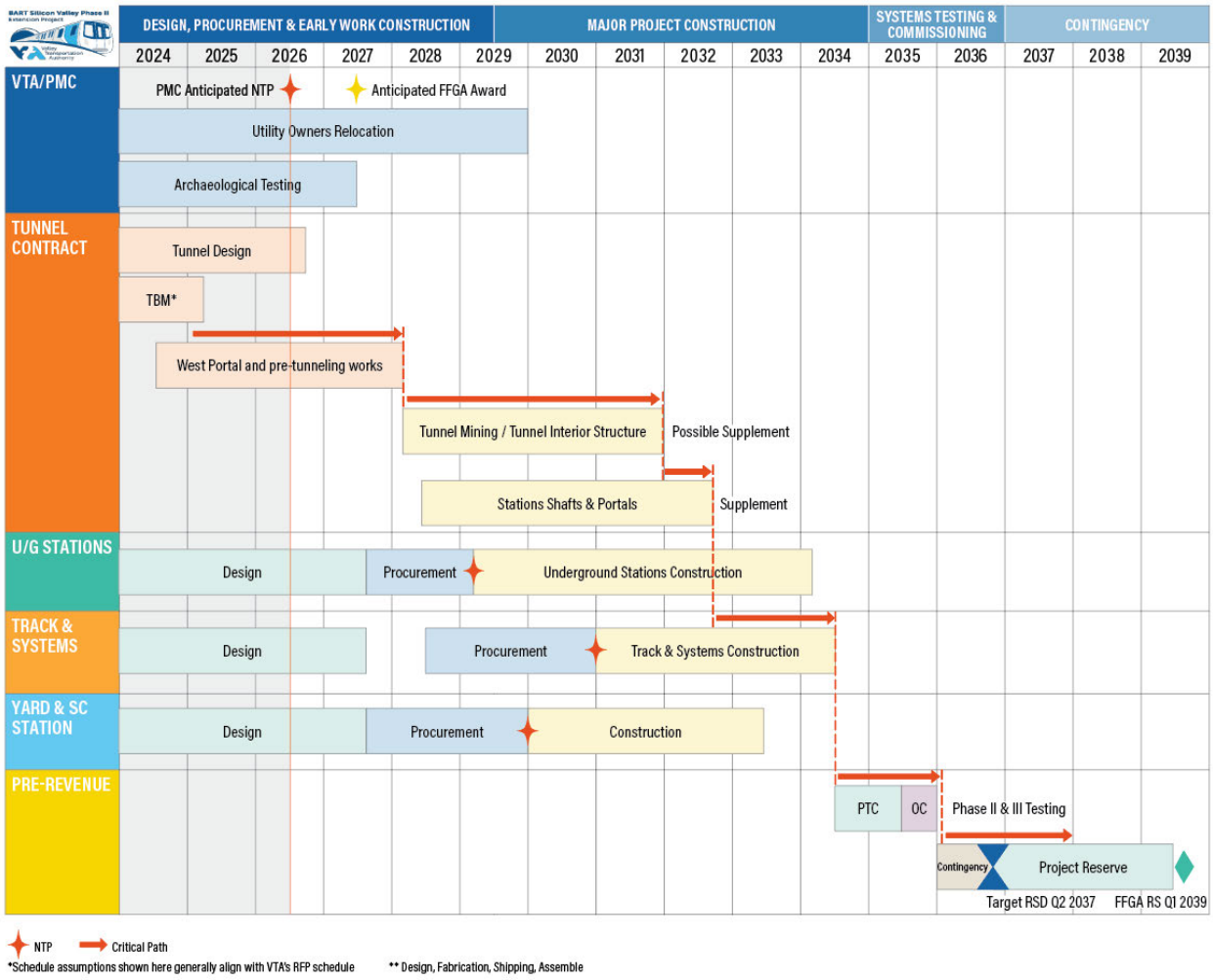
**APPENDICES:**

Appendix A

Appendix B

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# APPENDIX A: BSVII PROGRAM SCHEDULE



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# APPENDIX B: PMC STAFFING PLAN

| ROLE | | KEY AREA DESCRIPTION | CY26/27 | CY27/28 | CY28/29 | CY29/30 | CY30/31 | CY31/3 | CY32/33 | CY33/34 | CY34/35 | CY35/36 | CY36/37 | CY37/38 | CY38/39 | CY39/40 | CY40/41 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **KEY AREA 1 0 PROGRAM MANAGEMENT** | **1.00** | | **17.2** | **20.3** | **20.1** | **19.8** | **18.1** | **16.7** | **14.7** | **13.4** | **10.5** | **7.8** | **7.5** | **6.1** | **4.4** | **2.9** | **0.9** |
| Program Manager | 1.00 | Program Management | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 0.5 | 0.3 |
| Program Management Support Lead | 1.01 | Program Management Support Services | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 0.5 | - | - |
| Early Works Project Manager | 1.02 | Package Managers | 1.0 | 1.0 | 1.0 | 1.0 | | | | | | - | - | - | - | - | - |
| CP2 Project Manager | 1.02 | Package Managers | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 0.8 | 0.3 | - | - | - | - | - | - | - |
| Package Project Manager | 1.02 | Package Managers | - | 3.0 | 4.0 | 4.0 | 4.0 | 4.0 | 4.0 | 4.0 | 2.0 | - | - | - | - | - | - |
| ROW Lead | 1.03 | Right of Way | 1.0 | 1.0 | 1.0 | 1.0 | 0.5 | - | - | - | - | - | - | - | - | - | - |
| ROW Support | 1.03 | Right of Way | 1.5 | 1.5 | 0.5 | 0.5 | 0.3 | - | - | - | - | - | - | - | - | - | - |
| Third-Party Agreements Support | 1.04 | Third Party Agreements & Permit Coordination | 1.0 | 1.0 | 1.0 | 0.8 | 0.8 | 0.5 | 0.3 | 0.3 | 0.2 | 0.1 | 0.1 | 0.1 | - | - | - |
| Third-Party Agreements Lead | 1.04 | Third Party Agreements & Permit Coordination | 0.8 | 0.8 | 0.8 | 0.8 | 0.8 | 0.8 | 0.7 | 0.6 | 0.6 | 0.5 | 0.5 | 0.3 | - | - | - |
| Environmental Lead | 1.05 | Environmental | 0.5 | 0.5 | 0.5 | 0.5 | 0.5 | 0.5 | 0.5 | 0.4 | 0.3 | 0.2 | 0.2 | 0.2 | 0.2 | 0.1 | - |
| Environmental Support | 1.05 | Environmental | 3.1 | 3.2 | 3.2 | 3.1 | 3.1 | 2.9 | 2.7 | 2.2 | 1.9 | 1.4 | 1.1 | 0.2 | 0.2 | 0.1 | - |
| Sustainability Lead | 1.06 | Sustainability | 0.5 | 0.5 | 0.5 | 0.5 | 0.5 | 0.3 | 0.1 | 0.1 | 0.1 | 0.1 | 0.1 | 0.1 | - | - | - |
| Sustainability Support | 1.06 | Sustainability | 0.5 | 0.5 | 0.5 | 0.5 | 0.5 | 0.5 | 0.5 | 0.4 | 0.2 | 0.2 | 0.2 | 0.2 | - | - | - |
| Constructibility Reviews | 1.07 | Constructability | 0.1 | 0.1 | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Project Finance Manager | 1.08 | Operations | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 0.3 |
| Senior Project Analyst | 1.08 | Operations | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 0.8 | 0.3 |
| Admin Support | 1.08 | Operations | 0.3 | 0.3 | 0.3 | 0.3 | 0.3 | 0.3 | 0.3 | 0.3 | 0.3 | 0.3 | 0.3 | 0.3 | - | - | - |
| Admin/ Office Assistant | 1.09 | Admin | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 0.8 | 0.5 | 0.5 | - |
| **KEY AREA 2 0 ENGINEERING MANAGEMENT** | **2.00** | | **31.6** | **30.2** | **20.8** | **16.1** | **11.9** | **10.4** | **9.1** | **7.7** | **5.9** | **4.4** | **3.6** | **3.7** | **3.0** | **1.6** | **0.8** |
| Engineering Manager | 2.00 | Engineering Management | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 0.8 | 0.5 | 0.5 | 0.3 | 0.1 | 0.1 |
| Facilities GEC Coordinator | 2.01 | Facilities | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 0.8 | - | - | - | - | - | - | - |
| Engineering Management Support - Yard | 2.01 | Facilities | 0.5 | 0.5 | 0.5 | 0.5 | 0.2 | - | - | - | - | - | - | - | - | - | - |
| Facilities Architechture Support | 2.01 | Facilities | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 0.3 | - | - | - | - | - | - |
| Engineering Management Support - Stations | 2.01 | Facilities | 2.4 | 2.2 | 0.5 | 0.3 | - | - | - | - | - | - | - | - | - | - | - |
| Facilities Structures Support | 2.01 | Facilities | 1.0 | 1.0 | 1.0 | 0.5 | - | - | - | - | - | - | - | - | - | - | - |
| Systems GEC Coordinator | 2.02 | Systems | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 0.5 | 0.1 |
| Engineering Management Support - Systems | 2.02 | Systems | 1.8 | 1.5 | 0.3 | 0.3 | - | - | - | - | - | - | - | - | - | - | - |
| Utilities Lead | 2.03 | Utlilities | 1.0 | 1.0 | 0.9 | 0.6 | 0.4 | 0.3 | 0.1 | - | - | - | - | - | - | - | - |
| Utilities Support | 2.03 | Utlilities | 3.1 | 3.0 | 2.5 | 1.7 | 1.0 | 0.8 | 0.4 | - | - | - | - | - | - | - | - |
| Office Engineers | 2.04 | Tunnel | 2.8 | 2.3 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 0.8 | 0.5 | 0.5 | 0.3 | 0.1 | 0.1 |
| CP2/ Tunnel Coordinator | 2.04 | Tunnel | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 0.8 | 0.3 | - | - | - | - | - | - | - |
| Project Engineer | 2.04 | Tunnel | 3.5 | 3.0 | 1.5 | 1.0 | 0.8 | 0.4 | 0.3 | 0.1 | - | - | - | - | - | - | - |
| Interface/ Integration | 2.05 | Interface | 1.0 | 1.0 | 1.0 | 0.8 | 0.5 | 0.5 | 0.5 | 0.5 | 0.5 | 0.2 | 0.2 | 0.2 | 0.1 | 0.1 | - |
| Interface Support | 2.05 | Interface | 2.0 | 2.0 | 2.0 | 1.5 | 0.5 | 0.5 | 0.5 | 0.5 | 0.5 | 0.2 | 0.2 | 0.2 | 0.1 | - | - |
| Configuration | 2.06 | Configuration | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 0.5 | 0.5 | 0.5 | 0.1 | - |
| Requirements Lead | 2.07 | Requirements | 1.0 | 1.0 | 1.0 | 0.8 | 0.5 | 0.5 | 0.5 | 0.5 | 0.5 | 0.2 | 0.2 | 0.2 | 0.1 | 0.1 | - |
| Requirements Support | 2.07 | Requirements | 0.7 | 0.8 | 0.7 | 0.3 | - | - | - | - | - | - | - | - | - | - | - |
| Engineering Management Support - BIM Management | 2.07 | Requirements | 0.5 | 0.5 | - | - | - | - | 0.1 | 0.1 | 0.1 | 0.1 | 0.1 | 0.1 | 0.1 | 0.1 | - |
| Subject Matter Experts (Technical) | 2.09 | Technical SME | 3.4 | 3.4 | 1.0 | - | - | - | - | - | - | - | - | - | - | - | - |
| Geotech/ Tunnel SME | 2.09 | Technical SME | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 0.5 | - | - | - | - | - | - | - | - | - |

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| ROLE | | KEY AREA DESCRIPTION | CY26/27 | CY27/28 | CY28/29 | CY29/30 | CY30/31 | CY31/3 | CY32/33 | CY33/34 | CY34/35 | CY35/36 | CY36/37 | CY37/38 | CY38/39 | CY39/40 | CY40/41 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Turnover Management | 2.10 | Turnover/ Revenue Start Up | - | - | - | - | - | - | - | - | - | 0.2 | 0.4 | 0.5 | 0.5 | 0.5 | 0.5 |
| **KEY AREA 3 0 PROJECT CONTROLS MANAGEMENT** | **3.00** | | **12.6** | **11.7** | **9.3** | **9.1** | **8.3** | **8.1** | **6.8** | **4.5** | **3.8** | **3.3** | **2.9** | **2.7** | **2.6** | **1.6** | **0.2** |
| Program Controls Manager | 3.00 | Project Controls Management | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 0.5 | 0.1 |
| Document Control Support | 3.00 | Project Controls Management | 1.0 | 1.0 | 1.0 | 1.0 | 0.8 | 0.5 | 0.5 | 0.4 | 0.2 | - | - | - | - | - | - |
| Scheduling Lead | 3.01 | Schedule | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 0.8 | - | - | - | - | - | - | - | - |
| Schedule Support | 3.01 | Schedule | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 0.8 | - | - | - | - | - | - | - | - |
| Cost Control Lead | 3.02 | Cost Control and Reporting | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 0.5 | 0.1 |
| Cost Control Support | 3.02 | Cost Control and Reporting | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 0.5 | - | - | - | - | - | - | - |
| Cost Estimating Lead and Support | 3.03 | Cost Estimating | 3.0 | 2.1 | 0.4 | 0.3 | 0.3 | 0.3 | 0.3 | 0.3 | 0.3 | 0.1 | - | - | - | - | - |
| Risk Management Lead | 3.04 | Risk Manageement | 0.5 | 0.5 | 0.5 | 0.5 | 0.5 | 0.5 | 0.5 | 0.5 | 0.6 | 0.8 | 0.8 | 0.6 | 0.5 | 0.5 | - |
| Risk Management Support | 3.04 | Risk Manageement | 1.0 | 1.0 | 0.5 | 0.5 | 0.5 | 0.5 | 0.3 | - | - | - | - | - | - | - | - |
| CP Project Controls Lead | 3.05 | CP2 Project Controls | 1.0 | 1.0 | 1.0 | 1.0 | 0.5 | 0.5 | | | - | - | - | - | - | - | - |
| Document Control Systems Lead | 3.06 | Administrative and Document Control | 0.7 | 0.7 | 0.7 | 0.7 | 0.7 | 0.7 | 0.7 | 0.7 | 0.7 | 0.4 | - | - | - | - | - |
| Additional Assistance - IT Support | 3.06 | Administrative and Document Control | 0.4 | 0.4 | 0.2 | 0.1 | 0.1 | 0.1 | 0.1 | 0.1 | 0.1 | 0.1 | 0.1 | 0.1 | 0.1 | 0.1 | - |
| **KEY AREA 4 0 QUALITY MANAGEMENT** | **4.00** | | **3.0** | **3.0** | **3.0** | **3.0** | **3.0** | **3.0** | **2.8** | **2.4** | **2.0** | **1.3** | **1.0** | **0.7** | **0.5** | **0.5** | **-** |
| Quality Manager | 4.00 | Quality Management | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 0.6 | 0.3 | 0.2 | 0.1 | 0.1 | - |
| Quality Support | 4.00 | Quality Management | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 1.8 | 1.4 | 1.0 | 0.7 | 0.7 | 0.5 | 0.4 | 0.4 | - |
| **KEY AREA 5 0 SYSTEM SAFETY AND SECURITY MANAGEMENT** | **5.00** | | **1.7** | **1.7** | **1.5** | **1.5** | **1.5** | **1.5** | **1.5** | **1.5** | **1.5** | **1.5** | **1.5** | **1.9** | **1.8** | **1.8** | **0.2** |
| Safety and Security Manager | 5.00 | System Safety and Security Management | 0.7 | 0.7 | 0.5 | 0.5 | 0.5 | 0.5 | 0.5 | 0.5 | 0.5 | 0.5 | 0.5 | 0.9 | 0.8 | 0.8 | 0.2 |
| Safety and Security Support | 5.00 | System Safety and Security Management | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | - |
| **KEY AREA 6 0 PROCUREMENT DEVELOPMENT/ CONTRACT MANAGEMENT** | **6.00** | | **4.4** | **6.4** | **7.4** | **8.1** | **6.1** | **4.1** | **4.1** | **4.1** | **4.1** | **4.1** | **3.6** | **3.1** | **3.1** | **2.6** | **1.5** |
| Procurement and Contract Management Lead | 6.00 | Procurement Development/ Contract | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 0.5 | 0.5 |
| Procurement Specialists | 6.01 | Procurement Management | 1.0 | 3.0 | 4.0 | 4.0 | 2.0 | - | - | - | - | - | - | - | - | - | - |
| Office Engineer | 6.02 | Contract Management | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 0.5 | - | - | - | - |
| Contract Management Support | 6.02 | Contract Management | 0.8 | 0.5 | 0.5 | - | - | - | - | - | - | - | - | - | - | - | - |
| Claims Specialist | 6.03 | Claims Management | 0.5 | 0.8 | 0.8 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 1.0 |
| Buy America Subject Matter Expert (SME) | 6.04 | Buy America Compliance | 0.1 | 0.1 | 0.1 | 0.1 | 0.1 | 0.1 | 0.1 | 0.1 | 0.1 | 0.1 | 0.1 | 0.1 | 0.1 | 0.1 | - |
| **KEY AREA 7 0 ADVISORY SERVICES** | **7.00** | | **6.1** | **5.3** | **3.2** | **2.7** | **2.1** | **1.5** | **0.9** | **0.9** | **0.6** | **0.6** | **0.6** | **0.6** | **0.6** | **0.6** | **-** |
| Strategic Advisor | 7.01 | Strategic Support | 1.8 | 1.8 | 1.8 | 1.3 | 0.9 | 0.9 | 0.8 | 0.8 | 0.5 | 0.5 | 0.5 | 0.5 | 0.5 | 0.5 | - |
| Strategic Advisor Support | 7.01 | Strategic Support | 0.5 | 0.5 | 0.5 | 0.5 | 0.5 | - | - | - | - | - | - | - | - | - | - |
| FFGA Support | 7.02 | FTA/ FFGA | 1.0 | 0.5 | 0.1 | 0.1 | 0.1 | - | - | - | - | - | - | - | - | - | - |
| FTA Advisory Support | 7.02 | FTA/ FFGA | 0.2 | 0.2 | 0.2 | 0.2 | 0.1 | 0.1 | 0.1 | 0.1 | 0.1 | 0.1 | 0.1 | 0.1 | 0.1 | 0.1 | - |
| FTA Coordinator | 7.02 | FTA/ FFGA | 0.5 | 0.5 | 0.1 | 0.1 | - | - | - | - | - | - | - | - | - | - | - |
| Funding | 7.03 | Funding | 0.8 | 0.5 | 0.5 | 0.5 | 0.5 | 0.5 | - | - | - | - | - | - | - | - | - |
| Procurement | 7.04 | Packaging/ Procurement Strategy | 0.8 | 0.8 | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Packaging and Delivery Methods | 7.04 | Packaging/ Procurement Strategy | 0.5 | 0.5 | - | - | - | - | - | - | - | - | - | - | - | - | - |
| | | | **76.4** | **78.5** | **65.1** | **60.1** | **50.8** | **45.1** | **39.8** | **34.4** | **28.3** | **23.0** | **20.6** | **18.9** | **16.0** | **11.6** | **3.6** |

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# EXHIBIT 12 - SUBCONTRACTING

## Part A – Listing of Subcontractors

| NAME OF SUBCONTRACTOR | CONTACT PERSON | CONTACT INFORMATION | SCOPE OF WORK TO BE PERFORMED |
|---|---|---|---|
| Aldea Engineering Services PC (LJBInc) | Robert Goodfellow | 5940 Frederick Crossing Ln<br>Frederick, MD 21704<br>[redacted] | Underground risk management support |
| AZAD Engineering PC | Julie Greengard | 649 Mission St., 5th Floor<br>San Francisco, CA 94105<br>[redacted] | Interface support, technical/stakeholder management support |
| BKF Engineers | Gordon Sweet | 1730 N. First Street, Suite 600<br>San Jose, CA 95112<br>[redacted] | Utility agreements and coordination |
| Cordoba Corporation | Randall Martinez | 428 J St., Suite 400<br>Sacramento, CA 95814<br>[redacted] | FTA support |
| Cumming Group | Matt Clark | 475 Sansome Street, San Francisco, CA 94111<br>[redacted] | Contract Management Advisory Services (Cost Reimbursable contract SME) |
| Deenscorp | Hajaah Deen | 2175 The Alameda, Suite 100<br>San Jose, CA 95126<br>[redacted] | Civil Engineering and CTMP support |
| dss+ Transportation LLC | Mark Davis | 20 S. Charles St., Suite 1103<br>Baltimore, MD 21201<br>[redacted] | Fire/life safety support services |
| Ed Cording | Edward Cording | 119 W. Huntingdon St.<br>Savannah, GA 31401 | Tunnel Advisory Panel |

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| | | [redacted] | |
| ELLE Consultants Incorporated | Daniel Badelita | 720 Pine St.<br>San Francisco, CA 94108<br>[redacted] | Cost estimating services |
| EPC Consultants, Inc. | Chris Metzger | 101A Clay St., #110<br>San Francisco, CA 94111<br>[redacted] | Engineering Management and support |
| Gregg E. Korbin | Gregg Korbin | 1167 Brown Ave.<br>Lafayette, CA 94549<br>[redacted] | Tunnel Advisory Panel |
| Hollins Consulting, Inc. | Guy Hollins | 870 Market St., #700<br>San Francisco, CA 94102<br>[redacted] | Project controls support services |
| Intueor Consulting, Inc | Vijay Mididaddi | 7700 Irvine Center Dr., Ste 610<br>Irvine, CA 92618<br>[redacted] | Project controls |
| Jensen Hughes, Inc. | Ashley Pitts | PO Box 7410242<br>EIN 52-1199515<br>Chicago, IL 60674<br>[redacted] | Accessibility consulting services Subject Matter Expert |
| Josephine's Professional Staffing, Inc. | Josephine Hughes | 2158 Ringwood Ave<br>San Jose, CA 95131<br>[redacted] | Document control, administrative support |
| Keish Environmental | Rachael Keish | 6768 Crosby Ct.<br>San Jose, CA 95129<br>[redacted] | Environmental compliance |
| KivettConsult | Hanan Kivett | 55600 Wisconsin Ave., Unit 1209<br>Chevy Chase, MD 202815<br>[redacted] | Transit architect Subject Matter Expert |

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| | | [redacted] | |
| KTW Consulting, LLC | Katy Tseng-Wong | 160 Marietta Dr.<br>San Francisco, CA 94127<br>[redacted] | Rail systems engineering and integration oversight |
| Luster National, Inc. | Lawrence Frost | 38 Miller Ave., Suite 14 Mill Valley, CA 94941<br>[redacted] | Project controls support and stakeholder management support, staff augmentation |
| Markus Thewes | Markus Thewes | Neusser Landstr. 11<br>41470 Nuess<br>Germany<br>[redacted] | Tunnel Advisory Panel |
| Noriega Management Group | Rene J Noriega | 4314 Coventry Court, Union city, CA 94587<br>[redacted] | Real Estate Acquisition Coordination |
| O2EPCM, Inc. dba O2 Engineering, Projects, & Construction Management | Omone O. Livingston | 1999 Harrison St., 18th Floor<br>Oakland, CA 94612<br>[redacted] | Project Management support, contract administration, claims management, project controls support, staff augmentation |
| PRISK Solutions LLC | Suresh Kataria, President | PO Box 580118, Elk Grove, CA 95758<br>[redacted] | Risk Management Support |
| Quality Engineering, Inc. | Keith Gilliam | PO Box 1146<br>Clayton, CA 94517<br>[redacted] | Project quality management support |
| Schnabel Engineering (formerly JCK Underground) | Jim Foley | 33 Centre St.<br>Lexington, MA 02421<br>[redacted] | Cost estimating support |
| Signet Testing Laboratories, Inc. | Nicholas Nguy | 3526 Breakwater Ct.<br>Hayward, CA 94545<br>[redacted] | Material and laboratory testing |

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| | | [redacted] | |
| Sonika Corporation | Matthew Ajiake | 845 Market St., Suite 420<br>San Francisco, CA 94105<br>[redacted] | Utility coordination support |
| SORA Engineering | Rishi Patel | 2030 Franklin St, Oakland, CA 94612<br>[redacted] | Stakeholder and interface management support, BART coordination support |
| Structural Integrity Associates, Inc. | Vince Jacob | 5215 Hellyer Ave.<br>San Jose, CA 95138<br>[redacted] | Engineering reviews and subject matter expertise (structural and geotechnical) |
| Sunrise Pacific, Inc. | Ching Wu | 460 Center St., Suite 6168<br>Moraga, CA 94556<br>[redacted] | Office administration support |
| VST Engineering, Inc. | Dominic Tafoya | 2030 Franklin St., Suite 700<br>Oakland, CA 94612<br>[redacted] | Engineering management support including interface, requirements and configuration |

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## Part B – Subcontractor Flow Down Requirements

The Contractor must ensure that each Subcontract contains the relevant provisions listed in the below table. Each provision must be included in full and may not be included only by cross-reference to this Contract.

| Cross-Reference | Provision Required for Subcontracts |
|---|---|
| Contract Section 2 | Performance of the Services |
| Contract Section 3 | Compensation |
| Contract, Section 5(c) | Term and Time for Performance (Commencement of Services) |
| Contract, Exhibit 1, Part B | Interpretation |
| Contract, Exhibit 2, SC-6 | Reserved |
| Contract, Exhibit 2, SC-7 | Reserved |
| Contract, Exhibit 2, SC-8 | Reserved |
| Contract, Exhibit 3, GC-1.6 | Confidentiality/CPRA |
| Contract, Exhibit 3, GC-1.7 | Assignment and Delegation |
| Contract, Exhibit 3, GC-1.9 | Intellectual Property |
| Contract, Exhibit 3, GC-1.10 | Ownership of Work and Material |
| Contract, Exhibit 3, GC-1.11 | Title and Risk of Loss |
| Contract, Exhibit 3, GC-1.13 | Cyber Security Incident Notification Requirement |
| Contract, Exhibit 3, GC-1.15 | VTA Physical Safety and Security Practices Compliance |
| Contract, Exhibit 3, GC-1.16.2 | Contractor and Subcontractor qualifications |
| Contract, Exhibit 3, GC 1.18 | Interface/Coordination with other VTA Contractors |
| Contract, Exhibit 3, GC-1.20 | Compliance with Applicable Law |

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| Cross-Reference | Provision Required for Subcontracts |
|---|---|
| Contract, Exhibit 3, GC-1.21 | Governing Law |
| Contract, Exhibit 3, GC-1.25 | Waiver and Nonwaiver |
| Contract, Exhibit 3, GC-1.26 | Severability |
| Contract, Exhibit 3, GC-1.34 | Organizational Conflicts of Interest |
| Contract, Exhibit 3, GC-2 | Subcontractors and Personnel |
| Contract, Exhibit 3, GC-5 | Payment |
| Contract, Exhibit 3, GC-6 | Indemnity and Defense of Claims |
| Contract, Exhibit 3, GC-7 | Termination |
| Contract, Exhibit 3, GC-8 | Dispute Resolution |
| Contract, Exhibit 3, GC-9 | Audits and Records |
| Contract, Exhibit 4, except for except Exhibit 4, Part 2, Section 5.0 | Required Regulatory Clauses (except for Exhibit 4, Part 2, Section 5.0 (Campaign Contributions)) (where applicable under its terms) |
| Contract, Exhibit 7 | Project Labor Agreement |
| Contract, Exhibit 12 | Subcontracting |
| Contract, Exhibit 13 | Intellectual Property |
| Contract, Exhibit 15 | Contractor Safety and Security Requirements |
| N/A | Any other provisions required by Applicable Law or otherwise required in this Contract to be expressly included as a Subcontractor obligation in a Subcontract or otherwise complied with by the Subcontractor. |
| N/A | The Contractor and the Subcontractor acknowledge and agree:<br>A. All Work being performed and goods being furnished by the Subcontractor under this Subcontract shall comply with the Contractor's Contract with VTA.<br>B. The Subcontractor shall have the same duties and obligations to the Contractor with respect to its performance of its own Work as the Contractor has to VTA |

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| Cross-Reference | Provision Required for Subcontracts |
|---|---|
| | under its Contract. VTA is the third-party beneficiary of the Subcontract and shall have the right to enforce all of the terms of the Subcontract for its own benefit.<br>C. The Subcontractor shall make such Schedule commitments, submit such Schedules and scheduling information, and submit any other required information to the Contractor as is necessary for the Contractor to comply with its Schedule and reporting commitments to VTA, under the Contract.<br>D. All guarantees and warranties, express or implied, shall inure to the benefit of both VTA and the Contractor during the performance of the Work; upon final completion of the Work, such guarantees and warranties shall inure to the benefit of VTA.<br>E. Nothing contained in the Subcontract shall be deemed to create any privity of Contract between VTA and the Subcontractor, nor shall it create any duties, obligations, or liabilities on the part of VTA to the Subcontractor except those required by Law. In the event of any claim or dispute arising under the Subcontract or the Contract with VTA, the Subcontractor shall look only to the Contractor for any payment, redress, relief, or other satisfaction.<br>F. This Section does not and shall not operate to relieve the Contractor of any duty or liability under the Contract, nor does it create any duty or liability on the part of VTA. The Contractor shall have sole responsibility for promptly settling any disputes between its Subcontractors and between the Subcontractors and any of their Subcontractors of any tier. |

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# EXHIBIT 13 - INTELLECTUAL PROPERTY

**General Definitions**:

In addition to the terms defined elsewhere in the Contract, the definitions below apply to this Exhibit 13:

**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

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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 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.

**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

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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;

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(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 Joint Venture between HNTB Corporation, a Delaware Corporation and WSP USA, Inc., a New York Corporation, having the requisite power and all required licenses to carry on its present and proposed activities. Contractor has the full power, right, and authority to execute and deliver this Contract and to perform each and all of the obligations of Contractor provided for under this Contract. Contractor is duly qualified to do business and is in good standing in the State of California as of the Effective Date, and will remain duly qualified and in good standing throughout the Contract term and for as long as any obligations remain outstanding under the Contract.

**ii.** The execution, delivery, and performance of this Contract has been duly authorized by all necessary action of Contactor's governing body. Each person executing this Contract has been duly authorized to execute and deliver each such document on behalf of Contractor.

**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,

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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 Indemnitee, by reason of any such Claim arising out of or relating to any actual or alleged infringement of any Intellectual Property rights by any (i) Design Intellectual Property, (ii) Instruments of Service, (iii) Contractor Intellectual Property, (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 Indemnitee, immediately defend any suit, action, claim, or demand brought against any Indemnitee founded upon, alleging, or implicating any claims, liabilities, losses, injuries, damages, expenses, fines, penalties, or fees and costs covered by Contractor's indemnity obligation set forth in subparagraph (i) immediately above, regardless of whether any of the (i) Design Intellectual Property, (ii) Instruments of Service, (iii) Contractor Intellectual Property; or (iv) Third Party Intellectual Property, did, in fact, infringe upon any Intellectual Property rights.

   iii. **Additional Remedies:** If any part of the (i) Design Intellectual Property, (ii) Instruments of Service, (iii) Contractor Intellectual Property; or (iv) Third Party Intellectual Property, is, or in Contractor's judgment may become, the subject of any infringement Claim, or is likely to be claimed to infringe, misappropriate, or otherwise violate any third-party Intellectual

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Property right, Contractor must, at its expense and option, do one of the following: (a) procure for VTA the necessary right (including without limitation payment of any settlement monies, royalty, or license fee) to continue using such (i) Design Intellectual Property, (ii) Instruments of Service, (iii) Contractor Intellectual Property; or (iv) Third Party Intellectual Property, whether on its own and/or as incorporated into any Instruments of Service, the Project, or any building structure (regardless of construction status or operational status); (b) except when the Claim concerns a building structure (regardless of construction status or operational status), replace or modify the infringing portion of the (i) Design Intellectual Property, (ii) Instruments of Service;(iii) Contractor Intellectual Property; or (iv) Third Party Intellectual Property, so it becomes non-infringing; or (c) if (i) the Claim does not involve a building structure (regardless of construction status or operational status) and (ii) none of the foregoing are commercially reasonable, take back the infringing Instruments of Service and refund to VTA a pro-rated amount of any fees paid for the infringing portion of the Instruments of Service. If, in the sole opinion of VTA, the return of such infringing Instruments of Service makes the retention of other Instruments of Service acquired from Contractor under this Contract impractical, incomplete, or otherwise rendered useless for purposes of the Project, VTA will then have the option of terminating this Contract, or applicable portions hereof, without penalty. Contractor will take back such Instruments of Service and refund any fees VTA has paid Contractor.

iv. **Limitation on Infringement Indemnification and Defense of Claims:** Contractor will have no liability or obligation under this Section D(7) (Intellectual Property Infringement Indemnification and Defense of Claims) with respect to any Claim to the extent the Claim is based upon (a) any reuse of the Instruments of Service by VTA for any purpose unrelated to the Project, or (b) modifications, alterations, combinations, or enhancements of the Instruments of Service by any person or entity other than, and independent of, Contractor, and at the request of VTA, but only to the extent of such modifications, alterations, combinations, or enhancements.

v. **Procedures:** Contractor's obligations under this Section D (7) (Intellectual Property Infringement Indemnification and Defense of Claims) are conditioned on the following: VTA must (a) promptly notify Contractor, in writing, of any Claim subject to Section D(7) (Intellectual Property Infringement Indemnification and Defense of Claims) of which VTA has actual knowledge (provided that failure to do so will only release Contractor from this indemnity and defense of claims obligation to the extent that such failure led to material prejudice); (b) in writing, grant Contractor control of the defense of any such Claim and of all negotiations for its settlement or compromise, subject to VTA's right to participate in the defense of such Claim (at VTA's own expense), and provided that no such settlement or compromise may impose any liability or other obligations on VTA; and (c) reasonably cooperate with Contractor to facilitate the settlement or defense of the Claim.

8. **LIMITATION ON INDEMNIFICATION AND DEFENSE OF CLAIMS:** Nothing in Section D(7) (Intellectual Property Infringement Indemnification and Defense of Claims) is intended to impose on Contractor a duty to defend, indemnify, or hold harmless that is prohibited by applicable law. Contractor's obligations under Section D(7) (Intellectual Property Infringement Indemnification and Defense of Claims) do not extend to Claims to the extent caused by the sole or active negligence or willful misconduct of VTA or its agents, servants, or independent contractors who are acting on behalf of VTA or from damages for defects in designs furnished by those persons. Furthermore, to the extent that Contractor's Services giving rise to a Claim under Section D(7) (Intellectual Property Infringement Indemnification and Defense of Claims) are subject to California Civil Code Section 2782.8, Contractor's obligations under Section D(7) (Intellectual Property Infringement Indemnification and Defense of Claims) will be limited, to the extent required by Civil Code Section 2782.8, to any liabilities, losses, injuries, damages, expenses, fines, penalties, liens, stop notices, or fees and costs (including attorneys' and experts' fees and costs) that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor, and in no event will the cost to defend charged to Contractor exceed Contractor's proportionate percentage of fault.

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**9.** **SURVIVAL:** All of the requirements of Section D(7) (Intellectual Property Infringement Indemnification and Defense of Claims) will survive the expiration or termination of this Contract and remain in full force and effect.

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# EXHIBIT 14 - CONTRACT DATA REQUIREMENTS

The table in this Exhibit 14 represents only a summary listing of Contractor Submittals and, as applicable, 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 | Certificate of Insurance | Exhibit 9 | Within 6 business days following Notice of Award |
| B1-2 | IRS Form W-9 | - | Within 6 business days following Notice of Award |
| B1-3 | FTB Form 587 or 590 | - | Within 6 business days following Notice of Award |
| B1-4 | Material Suppliers List, including Subcontractors. | Proposal Form 4 | Proposal Due Date |
| B1-5 | Personnel to sign Modifications | GC-1.1 and GC-1.2 | As-Needed |
| B1-6 | EEO Officer-Contractor and all subcontractors. | - | Within 6 business days following Notice of Award |
| B1-7 | Safety Officer – Name and title. | - | Within 6 business days following Notice of Award |
| B1-8 | Prevailing Wages List | Exhibit 5 | " |
| B1-9 | Executed Subcontracts | | Upon VTA's request, within 7 calendar days of execution and in any event no later than 15 calendar days after the start of the Subcontractor's Work. |
| B1-10 | Certified Payrolls | Part 2: Required Local/State Terms Section 9.0 Payment of Prevailing Wages/Reporting | Weekly (Required when performing work deemed to be Public Works. For additional details, see referenced section) |

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# 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 employees of HNTB and WSP, and the Contractors Subconsultants involved in anyway in the Work.

3. The requirements under this Part A apply continuously and are not limited to normal working hours.

## Part B: Security Requirements

Safety and Security requirements are critical for this Contract. In addition to maintaining its own internal security practices, the Contractor must comply with all safety and security obligations outlined in this Contract, including:

(a) Cyber Security Incident Requirement

(b) Workplace Violence Prevention Requirements, and

(c) VTA Physical Safety and Security Practices Compliance Requirements

(d) Sensitive Security Information requirements, and

(e) VTA may require background checks of its preferred type, including, but not limited to, Live Scan and aINSIGHT models.

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# EXHIBIT 16 - RESERVED

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# EXHIBIT 17 - COVERED CONTRACTOR INFORMATION SYSTEMS CLAUSES

1. **Safeguarding Requirements and Procedures**

The Contractor must apply the following basic Safeguarding requirements and procedures to protect Covered Contractor Information Systems. The Contractor's requirements and procedures for basic Safeguarding of Covered Contractor Information Systems must include, at a minimum, the following security controls:

(a) Limit Information System access to authorized users, processes acting on behalf of authorized users, or devices (including other Information Systems).

(b) Limit Information System access to the types of transactions and functions that authorized users are permitted to execute.

(c) Verify and control/limit connections to and use of external Information Systems.

(d) Control information posted or processed on publicly accessible Information Systems.

(e) Identify Information System users, processes acting on behalf of users, and devices.

(f) Authenticate (or verify) the identities of users, processes, or devices as a prerequisite to allowing access to organizational Information Systems.

(g) Sanitize or destroy Information System media containing Contract Information before disposal or release for reuse.

(h) Limit physical access to organizational Information Systems, equipment, and the respective operating environments to authorized individuals.

(i) Escort visitors and monitor visitor activity, maintain audit logs of physical access, and control and manage physical access devices.

(j) Monitor, control, and protect organizational communications (i.e., Information transmitted or received by organizational Information Systems) at the external boundaries and key internal boundaries of the Information Systems.

(k) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(l) Identify, report, and correct Information and Information System flaws in a timely manner.

(m) Provide protection from malicious code at appropriate locations within organizational Information Systems.

(n) Update malicious code protection mechanisms when new releases are available.

(o) Perform periodic scans of the Information System and real-time scans of files from external sources as files are downloaded, opened, or executed.

(p) Otherwise take measures consistent with the industry standard of care to

i. ensure the security of any Covered Contractor Information Systems that connect to any of VTA's information systems (the "Connecting Systems"); and

ii. prevent the loss or compromise of any VTA Information.

2. **Other Requirements**

(a) Contractor must notify VTA of any Information loss or compromise or breach of the Connecting Systems (including physical penetration of Contractor’s facilities where Connecting Technology resides) within 3 hours of discovery of such Information loss, compromise, or breach, even if no Information was actually lost or compromised.

(b) This Exhibit does not relieve Contractor of any other specific safeguarding requirements specified by VTA or VTA’s funding Federal agencies and departments (as applicable) relating to Covered

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Contractor Information Systems generally or other Federal Safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

3. **Subcontracts**

(a) Contractor must include the substance of this Exhibit, including this paragraph 3, in subcontracts under this Contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Contract Information residing in or transiting through its Information System.

4. **Definitions:**

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

(a) **Covered Contractor Information System**: means an information system that is owned or operated by Contractor that processes, stores, or transmits Contract Information.

(b) **Contract Information**: means information that is (i) not intended for public release and (ii) provided by VTA to Contractor or generated for VTA by Contractor under a contract to develop or deliver a product or service to VTA. Contract Information does not include information provided by VTA to the public (such as on public websites) or simple transactional information, such as information necessary to process payments.

(c) **Information**: means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual.

(d) **Information System**: means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

(e) **Safeguarding**: means measures or controls that are prescribed to protect information systems.

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# EXHIBIT 18 - CONTRACTOR COMMITMENTS

See next page.

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Valley Transportation Authority

*Solutions that move you*



# BART SILICON VALLEY PHASE II (BSVII)

## Program Management Services

BEST AND FINAL OFFER (BAFO)
RFP V23161
January 16, 2026








1732 North First Street, Suite 400
San Jose, CA 95112

BSV DELIVERY PARTNERS

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* **Submitted under separate cover.**

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1732 N. First St.
Suite 400
San Jose, CA 95112
Telephone (408) 451-7300

January 16, 2026

Kunjan Dayal, Construction Contracts Administration Manager
Santa Clara Valley Transportation Authority
3331 North First Street, Building B
San Jose, California 95134

Subject: Best and Final Offer (BAFO) for BART Silicon Valley Phase II (BSVII)
Program Management Services, RFP V23161

Dear Mr. Dayal and Members of the Selection Committee:

On behalf of BSV Delivery Partners, we are pleased to submit our Best and Final Offer (BAFO) for RFP V23161 – BSVII Program Management Services, as requested by VTA. We acknowledge receipt of Addenda 1, 2, 3, 4, 5, and 6. This BAFO reflects VTA's latest instructions and forms and supersedes our February 2025 proposal.

To streamline your evaluation of our revised proposal, we summarize in the table below the primary updates to our February 2025 proposal and how we incorporated VTA's latest instructions and addenda. You will also see this information summarized at the beginning of each section in the "At a Glance" sidebar.

| Page | Description of Change or Addition |
|---|---|
| **Section A – Qualifications of the Firm/ Proposing Entity:** | |
| 4 | • Subsection 2: Offering VTA with the Best Value as a Team – This new section addresses the seven Key Areas added to Addendum 5 of the RFP. |
| 12 | • Subsection 8: Key Challenges Faced on Similar Projects – New table summarizes challenges faced on similar projects, the approach used to overcome the challenge, and similar projects where this was implemented. |
| **Section B – Organization and Staffing:** | |
| 29 | • Added subsections as follows to address the key areas added to Addendum 5 of the RFP:<br>▪ 1. Alignment of Goals and Expectations<br>▪ 2. Communication and Collaboration<br>▪ 3. Organizational Culture Differences<br>▪ 4. Decision-Making Authority<br>▪ 5. Trust and Relationship Building |
| 36 | • Revamped program management organizational structure, roles and personnel. |
| 40 | • New table summarizing Personnel Qualifications and Experience |
| 47 | • Staffing Plan updated per refined scope and schedule |
| **Section C – Qualifications of Key Personnel:** | |
| 55 | • Key personnel updates: Revised Program Manager to Kieran Spillane; Removed CP2 Engineering Manager from list of key personnel; Revised remaining key personnel titles and minimum requirements to align with Addendum 5 |
| 57 | • Updated key personnel resumes to include project references as requested in Addendum 5 and removed resumes for additional personnel |

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| Page | Description of Change or Addition |
|---|---|
| **Section D – Work Plan/ Project Understanding and Schedule:** | |
| **74** | • Updated workplan to reflect current program schedule, revised contract start date |
| **77** | • Organization and approach to initial services revised to align with revised organizational structure and scope in Addendum 5 including refined scope for Advisory Services and Procurement Development/Contract Management key areas |
| **111** | • KPIs updated per guidance in Addendum 5 |

We have reviewed the terms and conditions of the sample contract, including Form of Contract Revision 1, along with terms on page 8 of the RFP, Article D; if awarded, we look forward to negotiating mutually acceptable contract terms. If you have any questions about this proposal, please contact us using the contact information provided below our signatures.

We look forward to continuing this important work with you.

Sincerely,

Shannon Gaffney
JV Board Member, Vice President, HNTB
[redacted]

Shalonda Baldwin
JV Board Member, Senior Vice President, WSP
[redacted]

**Enclosures**
Technical Proposal (Revised for BAFO)
Cost Proposal (Revised for BAFO)

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*Rendering of the future 28th Street/Little Portugal Station.*

# Executive Summary

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# EXECUTIVE SUMMARY

BSV Delivery Partners, a joint venture of HNTB Corporation and WSP USA Inc., is pleased to submit this proposal to continue to support the Santa Clara Valley Transportation Authority (VTA) in the advancement and delivery of this transformational Bart to Silicon Vally Phase II (BSVII) program. We are fully committed to assisting VTA deliver this project into full construction and ultimately to revenue service. As your Program Management Consultant since 2017, we have worked shoulder-to-shoulder with VTA, Bay Area Rapid Transit (BART), program stakeholders, and your consultants and contractors to advance the project through critical milestones.

Working together with VTA, our team confirmed the single bore tunnel configuration and completed multiple rounds of cost-saving initiatives. We initiated early works construction with KST including procurement of the TBM and the West Portal construction, while advancing parallel initiatives for the path forward of the tunnel construction contract. Other joint accomplishments include project acceptance into the Federal Transit Administration's (FTA) New Starts engineering phase with a near-record $5.1B funding commitment, improved relationships and collaboration with Kiewit-Shea-Traylor, and synchronization of efforts with VTA's CMS contractor team, led by Bechtel Corp. We are excited and fully supportive of the organizational changes you have made to bind us together as a fully integrated Program Delivery organization. With enhanced staff capabilities and augmented senior leadership, BSV Delivery Partners is eager to take on the work ahead to make this program a reality. We believe that selecting us is the best way for VTA to maintain the momentum gained in 2025 through project completion.

Our team provides VTA with direct benefit from our Lean and Adaptable team approach, the ability to continue building momentum and gaining benefit from our Foundational Knowledge of the program, and our firms' vast experience providing Solutions that Drive Success. The unique value of our team is summarized below the signatures. Please reach out to our leadership below with any questions.




**Shannon Gaffney**
JV Board Member, Vice President, HNTB
[redacted]

**Shalonda Baldwin**
JV Board Member, Senior Vice President, WSP
[redacted]

**Kieran Spillane**
Program Manager, Senior Vice President, WSP
[redacted]

## A LEAN, LOCAL, AND ADAPTABLE TEAM

Our dedicated, local team of transit program management professionals remains fully committed to supporting BSVII from the Santa Clara project office. With the support of a deep bench of as-needed subject matter experts, we will continue to efficiently scale our effort to provide any and all support VTA requires depending on the task at hand and the phase of the program.

## THE VALUE OF FOUNDATIONAL KNOWLEDGE

Eight years of hands-on project delivery, stakeholder relationship development, and consultant and contractor oversight gives us unmatched project history and understanding. Furthermore, our team will work side by side with VTA capitalizing on our recent string of successes and continuing to build the necessary momentum to carry the program through the next critical 12-18 month period when we will together oversee final design completion, apply for the FFGA, continue early works construction and plan for the arrival of the TBM leading to the much anticipated start of tunneling.

## SOLUTIONS THAT DRIVE DELIVERY

Having advanced transit mega projects from design through to construction and into revenue service, we have experience implementing solutions to BSVII's toughest challenges—cost control, funding gaps, procurement and packaging strategies, and tunnel design and construction. Having advanced transit megaprojects from design through to construction and into revenue service, having intimate knowledge and lessons learned from The Central Subway, Alaska Way, Hudson Tunnel, 2nd Avenue Subway, and many other relevant programs, we have experience implementing solutions to BSVII's toughest challenges: addressing cost control, funding gaps, procurement and packaging strategies, and tunnel design and construction.

## QUALIFICATIONS OF THE FIRM

In addition to our work on BSVII, our entire team—HNTB, WSP, and our subconsultant partners—has direct, relevant experience with the planning, design, construction, and management of some of the largest transit, rail, and underground projects in the country.

### VDOT HAMPTON ROADS TUNNEL



- Project Director and Engineering and Construction Services Consultant for twin 8,000-foot-long tunnels bored by the second-largest TBM in North America in complex geotechnical conditions
- Significant focus on cost control to stay within $3.9B budget

### CALIFORNIA HIGH-SPEED RAIL



- Program Manager overseeing consultant teams delivering planning, design, construction and operations of the network
- Project Construction Manager for first substantially complete section, a 22-mile design-build package in the Central Valley

### METRO D (PURPLE) LINE EXTENSION



- General Engineering and Planning Consultant for 9-mile transit extension with seven underground stations
- Helped secure $2.4B in New Starts funding
- Supported packaging and procurement strategy for multidisciplinary design-build contracts

### SFMTA CENTRAL SUBWAY



- Design and construction of a 1.8-mile tunnel and four stations: three underground and one surface-level
- Part of a multilevel delivery team: owner, PM, GEC designers, and contractors
- Coordinated closely with BART due to proximity of tunnels

### BART EXTENSIONS (SFO, WSX, SVRT)



- GEC, Design-Build Engineer of Record, or Preliminary Engineer for every major BART extension
- Experience with systems integration, testing and commissioning, and turnover
- Program management, advisory, and planning services for Link21 program

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## ORGANIZATION AND STAFFING

Our team is structured to reduce unnecessary costs, enhance efficiency, and meet program needs. We offer a combination of familiar faces and new resources to provide both continuity and fresh perspectives on how best to achieve your goals.



### WORLD-CLASS TRANSIT PROGRAM MANAGER — Kieran Spillane, PE

As Program Manager, Kieran will lead the team and help advance BSVII. His senior-level project management experience includes:

- Project Manager for the last nine years for Second Avenue Subway overseeing 150+ staff members and implementing cost-containment strategies saving over $1B.
- Deputy Project Manager for New York Transit Authority Number 7 Line Subway Extension, which was delivered on time and under budget and awarded the Grand Award from the American Council of Engineering Companies (ACEC).

Kieran will draw on his recent, hands-on involvement in BSVII and the strong relationships he is building with VTA and project stakeholders—connections that are already helping maintain program momentum and alignment. Strategic Advisors **Peter Zuk** and **Sarah Hersom** will also support VTA leadership with organizational strategies, stakeholder engagement, continuity of program history, and focused solutions to emerging challenges.

### OUR LEAN, LOCAL AND ADAPTABLE TEAM BRINGS VTA:

- A dedicated, core team based in the San Jose project office to support the program on a day-to-day basis.
- A deep bench of industry-leading subject matter experts (SME), available to provide valuable insights and solutions on an as-needed basis, and to remain flexible and cost effective over the program's life-span.
- Workforce development and succession planning to provide continued leadership and support over the life of the program.



## QUALIFICATIONS OF KEY PERSONNEL

Each of our key personnel possesses the specific background and experience with similar projects to be highly effective in their role on the project. Kieran Spillane's expertise is highlighted to the left. Our other key personnel are briefly introduced below.



### CHUCK MORGANSON, PE, CCM

**TUNNEL PROJECT MANAGER**

Chuck's combined BSVII, BART, and major Bay Area underground transportation project expertise makes him an ideal lead for the tunnel. His calm, collaborative demeanor builds trust and creates true teams.



### LURAE STUART, TSSP

**SAFETY AND SECURITY MANAGER**

Lurae is an industry-recognized leader in safety and security systems for transit and rail operations. She has devoted the last eight years to BSVII, developing safety plans that meet VTA, BART, and FTA expectations.



### CHRIS METZGER, PE, LEED AP

**ENGINEERING MANAGER**

Chris has held leadership roles for BSVI, multiple BART extensions, and other VTA projects before joining the BSVII PMC team in 2025. He is particularly adapt at navigating complex regulatory landscapes.



### CHRIS RALSTON, CQCM, LEED AP

**QUALITY MANAGER**

Chris has more than 25 years of quality oversight experience on major transit projects, including the BSV Phase I and Warm Springs Extensions, SFMTA Central Subway, and the Transbay Transit Center.



### DREW PEARCE

**PROJECT CONTROLS MANAGER**

Drew offers a strong combination of project controls expertise and organizational leadership acumen. He has established world-class dashboard and reporting systems that deliver decision enabling contract and program information to project managers.

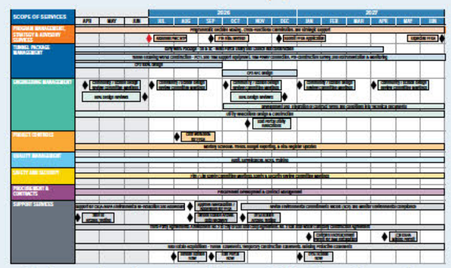
## WORK PLAN/PROJECT UNDERSTANDING AND SCHEDULE

Together with VTA, BART, and your stakeholders, we have made significant strides over the past eight years to turn this imperative regional program into reality. Our historical and current understanding of project accomplishments, challenges, and opportunities informs our work plan to reduce cost and schedule, manage risk, and achieve the highest quality. BSV Delivery Partners will use our foundational knowledge of the BSVII program to bring effective solutions for anticipated challenges and risks. Highlights of our proposed approach include:

- Supporting VTA with identifying cost saving measures and more funding sources to help close program funding gap and move towards Full Funding Grant Agreement (FFGA) approval.
- Continuing market assessments and proactive engagement with the contracting community to procure the most competitive construction bids possible.
- Anticipating, monitoring and responding to potential issues — including utility conflicts, archaeological resources, ground settlement, and TBM operations—in collaboration with the CMS consultant to keep the program on schedule.
- Carefully planning for systems integration, testing, commissioning, and turnover to prevent delays to startup of revenue operations.

Over the past eight years, our PMC team has worked with VTA staff, the GEC, and the PDB contractor to **develop and evaluate more than $1B in potential savings measures.** These efforts included the Value Engineering study in 2023 and the optimizations and other cost savings measures identified in 2024. Our team will continue this collaboration and proactive problem solving to maintain momentum and viability with FTA and key stakeholders to ultimately help VTA deliver a completed project.

CLICK HYPERLINK TO VIEW



*Click on the thumbnail for a full-size view of our 12-month work plan to tackle the critical activities to prepare the FFGA application and continue construction.*

### THE FIRST 12 MONTHS

As highlighted in the graphic to the left and detailed in our proposal, we have developed a detailed work plan and approach based on our current involvement with the program, our knowledge of ongoing activities and priorities, and our understanding of what's next for the program. Major activities will include completion of final design; FFGA application, continued early works construction and planning for the arrival of the TBM leading to the much anticipated start of tunneling.

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*BSV Delivery Partners Team at the West Portal Groundbreaking Ceremony*

SECTION A

# Qualifications of the Firm/ Proposing Entity

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# A. QUALIFICATIONS OF THE FIRM

## AT A GLANCE

BSV Delivery Partners' organization and staffing presents our vision for the program from today to completion and turnover. Per BAFO instructions, key updates from our proposal for this section are described below.

### Key Areas

We address each of the seven key areas identified in the BAFO for this section to demonstrate how our team will deliver the best value.

### Refinement of Section

As directed in the BAFO, the section previously titled, Experience with Critical Scope Items, has been removed.

### Similar Challenges

We have provided a table identifying 10 key challenges similar to the BSV Project our team has faced, the approach used to overcome the challenge, and names of similar projects the approach was implemented.

## A LEAN, LOCAL, AND ADAPTABLE TEAM

With two San Jose offices and more than 400 professionals in the Bay Area, BSV Delivery Partners offers VTA a team composed of more than 60% local community members. Since first coming together in 2017, our joint venture (JV) has remained committed to operating as a unified entity. To address the natural evolution of staff and the advancement into new project phases, we have leveraged organizational assessments, training, and team-building events to reinforce team collaboration. **As a result, from the board level to the staff level, we remain unified in our partnership and committed to providing you with the best and most cohesive local team in the industry.**

## THE VALUE OF FOUNDATIONAL KNOWLEDGE

Our team has been a trusted advisor to VTA since the 1980s, delivering transportation improvements to meet the evolving mobility needs of Santa Clara County. We led the planning, design, and construction of BSVI, and our support continues today as we currently serve BSVII as the Program Manager and celebrate the project recently receiving its FTA FFGA allowance, helping keep BSVII progress on track. **Our staff's foundational knowledge from the last seven years serving VTA on this program makes us most qualified to keep the program moving forward without disruption.**

## SOLUTIONS THAT DRIVE DELIVERY

We bring VTA world-class qualifications in effectively managing mega transit programs in the Bay Area, California, and the nation. We have successfully managed the construction stage of large, complex transit infrastructure programs, such as the $1.9B Central Subway for the San Francisco Municipal Transportation Agency (SFMTA), $8.2B D (Purple) Line Extension for the Los Angeles County Metropolitan Transportation Authority (Metro), $3.8B Hampton Roads Bridge-Tunnel Expansion for the Virginia Department of Transportation (VDOT), and $106B California High-Speed Rail program for the California High-Speed Rail Authority (CHSRA). **This experience provides you with access to expertise and lessons learned from other similar projects, helping your agency avoid costly delays caused by technical and regulatory compliance issues.**

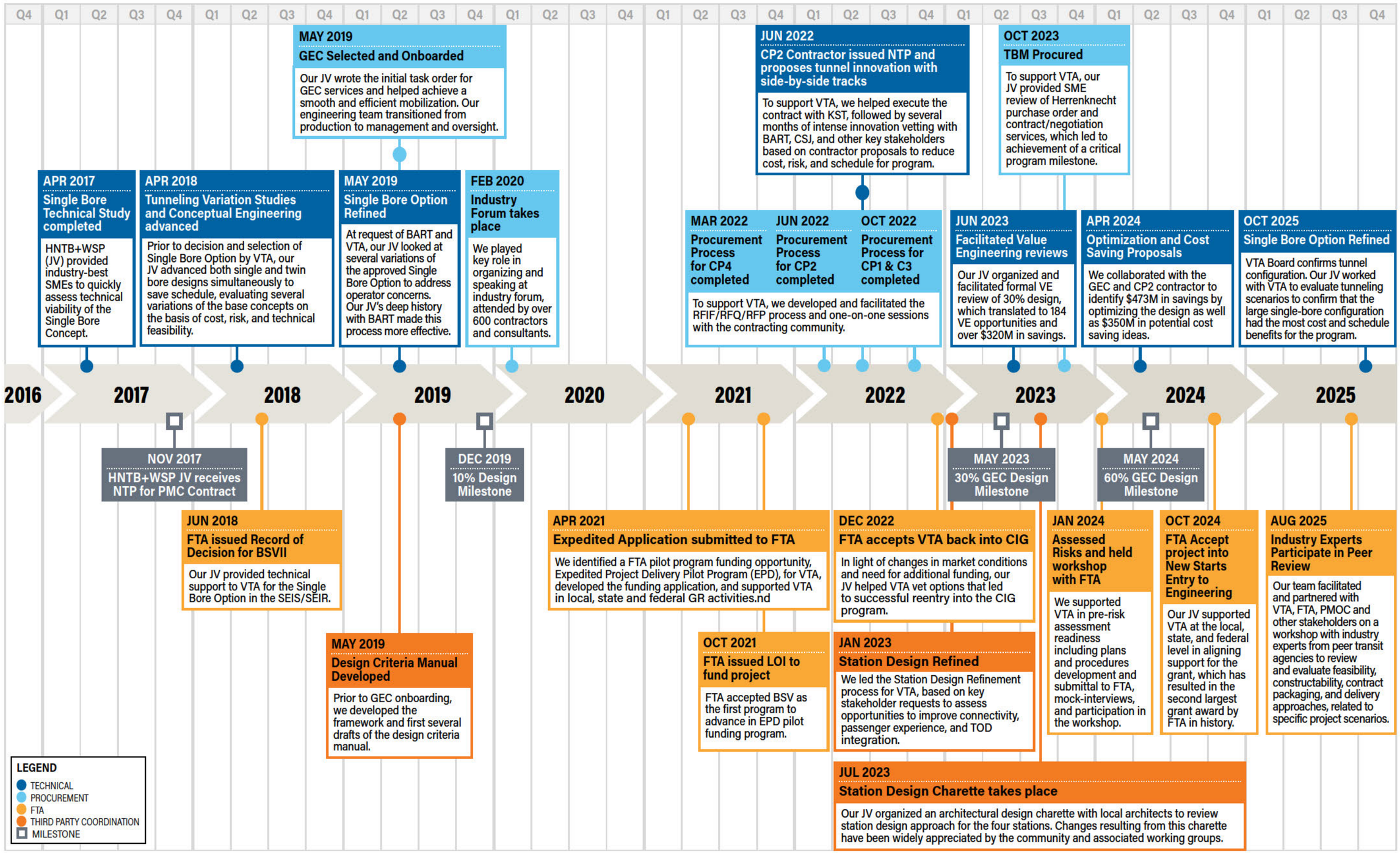
## 1. OVERVIEW OF BSV DELIVERY PARTNERS

We formed our JV to give VTA, BART, and the cities of San Jose and Santa Clara a formidable combination of experience, understanding, and commitment for the BSVII Program. Working on behalf of VTA, and in close coordination with its and BART's staff, we are ready to continue managing the development of engineering work products, strengthen unity between us and the construction and design teams, refine procurement strategies for the project to begin revenue service on—or ahead of—schedule, effectively manage the delivery of final design, construction, and CPUC approvals and testing needed prior to commencement of revenue service. Our team's successes on the program to date are shown in **Exhibit A.1** on the following page.

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*Exhibit A.1: VTA and BSV Delivery Partners Shared Successes and Milestones*



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## A Legacy of Local Support

BSV Delivery Partners' team members have a legacy of providing local support for over 40 years. HNTB's San Jose office was established in 1999, while WSP opened its local office in 2013. Combined, we have more than 60 staff members who call Santa Clara County home, and are supported by an additional 400 professionals throughout the Bay Area. **Since HNTB and WSP came on board the BSV Program, more than 200 local staff have actively supported the project.** And with this new contract, our commitment to provide VTA with local staff has not changed. **More than 60% of our proposed key/additional personnel are local,** including **Chuck Morganson** (Tunnel Project Manager), **Raul Laborin** (Program Management Support Lead), **Chris Ralston** (Quality Manager), **Chris Metzger** (Engineering Manager), **Nellie Moussa,** (Utilities Lead), and **Nehal Nada** (Tunnel Project Controls).

Our presence in San Jose goes beyond working on local projects. We are active in the community, visiting the Santana Row Farmers' Market, attending Sharks and Giants games, and volunteering in cleanup events at Coyote Creek and Guadalupe Park. We are members of the Mineta Transportation Institute, which helps develop the transportation industry's next leaders; and the Silicon Valley Leadership Group, which keeps us informed of the biggest issues impacting South Bay companies, and helps us explore ways robust transit infrastructure can help rectify them.



*BSVII client and team lunch in Little Portugal.*



*BSVII team members at a San Jose Giants game.*

**Our transportation infrastructure experience, together with our familiarity of the BSV Program, the relationships we have forged with local leaders and stakeholders, and our understanding of VTA's goals, agreements, and processes, make our team uniquely qualified to deliver the Scope of Services under this contract to your satisfaction.**

## Client References

| CLIENT | FIRM/SCOPE | PROJECT NAME | REPRESENTATIVE NAME & CONTACT | |
|---|---|---|---|---|
| CALIFORNIA High-Speed Rail Authority | HNTB: DB Contactor<br>WSP: PM | California High-Speed Rail Program | Dennis Teran, PE<br>Senior Contract Manager | (559) 250-2667<br>dennis.teran@hsr.ca.gov |
| SFMTA | HNTB: Trackwork<br>WSP: Tunnel/Portal | Central Subway Extension | Jane Wang<br>Engineering Deputy Director | (415) 660-5397<br>Jane.Wang@sfmta.com |
| Metro | WSP: Engineering Support; DSDC | D Line (Purple) Extension | Michael McKenna, PE<br>Senior Executive Officer | (212) 556-1234<br>mckennam@metro.net |
| WSDOT | HNTB: Designer; EOR<br>WSP: GEC | SR 99 Bored Tunnel/ Alaskan Way Viaduct | Brian Nielsen<br>Regional Administrator | (206) 440-4692<br>brian.nielsen@wsdot.wa.gov |
| VDOT | HNTB: Project Director<br>WSP: Engineering & Construction | Hampton Roads Bridge-Tunnel Expansion | Bradley Weidenhammer, PE<br>Assistant Project Director | (757) 374-9809<br>bradley.weidenhammer@vdot.virginia.gov |

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# 2. OFFERING VTA THE BEST VALUE AS A TEAM

Below, BSV Delivery Partners has provided summaries for each of the key areas outlined under the Qualifications of the Firm/Proposing Entity section of Addendum 5 to the RFP. Where applicable, we have referenced where more detailed information can be found in our proposal response.

## a. Structure

As outlined in the Executive Summary, the BSV Delivery Partners team is a joint venture (JV) between HNTB Corporation and WSP USA Inc. Our firms have a long history of working seamlessly together on transformative transportation projects across the Bay Area, California, and the nation, as shown in **Exhibit A.2** under **Section A**.

To support VTA, we have structured our team to provide a dedicated core group based in the San Jose project office for day-to-day program delivery. This team is backed by a deep bench of industry-leading subject matter experts (SMEs), available as needed to offer insights and solutions—ensuring flexibility and cost-effectiveness throughout the program's lifecycle.

BSV Delivery Partners operates as a fully integrated team, with staff from both firms serving in key roles and actively participating in all decision-making. Our approach is inclusive, ensuring every team member feels engaged in the process and empowered to contribute to developing solutions. Learn more about our team structure in **Section B**.

## b. Lead Entity Identification

Our JV, BSV Delivery Partners, is the lead entity proposing under the leadership of Kieran Spillane. We took great care in selecting key personnel, prioritizing individuals with a proven track record of delivering large, complex transit programs and a reputation for being hands-on leaders—doers and drivers who roll up their sleeves to get things done. Detailed qualifications for each of our proposed key personnel, including a Q&A with our program manager, can be found under **Section B**.

## c. Scope and Role Allocation

BSV Delivery Partners brings a deep pool of resources to support the delivery of the BSVII program by providing expertise on an adaptable, flexible basis as well as support succession planning over the life of the program. **Exhibit B.2** and **Exhibit B.3** under **Section B** provide a detailed breakdown of our subconsultant team and their respective roles and responsibilities for the program. Also found under Section B, our **Staffing Plan** shows how responsibilities are distributed to leverage each individual/party's strength and avoid duplication throughout the life of the program.

## d. Dispute Resolution Mechanism

BSV Delivery Partners delivers its services under the supervision of a Program Manager accountable to the JV Board and VTA, ensuring an open and collaborative work environment. Diversity of opinions around technical solutions and delivery approaches is encouraged. In the event disputes or more serious conflicts arise amongst the team, those disagreements are solved quickly and amongst the parties. Kieran and program line supervisors are empowered to settle conflicts fairly without disrupting workflow or morale. If an issue cannot be resolved at the project level, Kieran must notify the JV Board's Management Committee for formal review, per Article 16 of the JV Agreement (**Appendix A**). Although a formal dispute process exists for BSV Partners and subcontractors, it has never been used in our eight years working together.

## e. Performance and Accountability

BSV Delivery Partners brings extensive program management expertise gained from successfully delivering similar megaprojects nationwide. Building on that experience, we propose a facilitated Success Management session between VTA and BSV Delivery Partners to define the elements that will shape success for the Program Management Consultant (PMC). This session will focus on four key areas: (1) Quality Management, (2) Program Controls, (3) Project Delivery, and (4) Contract Management.

The resulting success framework will serve as a guiding document to drive positive program outcomes and function as a key performance indicator (KPI) tool for evaluating our team's performance. Additional details on how we plan to monitor and report performance and accountability are provided in **Section D**, Item 3.

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## f. Termination and Exit Clauses

For a multiyear program like BSVII, staffing changes are inevitable; however, through proactive monitoring and close communication, they can be anticipated and managed effectively. BSV Delivery Partners has a defined process for identifying and onboarding replacements when a key or additional position becomes unavailable. Our goal is to ensure a smooth transition and minimize any disruption to program delivery. Learn more about our staff replacement strategies in **Section B**.

## g. Compliance and Legal Standing

BSV Delivery Partners confirms that all parties under this offer fully comply with the legal, licensing, and regulatory requirements outlined in the revised scope of work, contract revisions, and associated forms. Documentation of our good standing—including confirmation that there are no pending legal issues that could impact performance—can be found in **Appendix C**.

# 3. DEMONSTRATED SUCCESS PERFORMING SERVICES OF A SIMILAR NATURE & SUPPORTING TRANSIT AGENCIES' COMPLEX PROJECTS

### MANAGING FINAL DESIGN AND CONSTRUCTION OF TRANSIT TUNNELS

We bring technical SMEs such as **Kieran Spillane**, **Matt Fowler**, and **Ken Johnson** with rail transit expertise—particularly with tunnel guideways and underground stations—along with knowledge of which trends are driving industry standards. They have worked on the most transformative transit systems and tunneling projects in recent years. Our staff have also developed many of the guiding tools for large bore tunnel design like the Tunnel Engineering Handbook, the U.S. Army Corps of Engineers (USACE) Manual on Tunnels and Shafts in Rock, and the Subway Environmental Design Handbook. Our research programs in tunneling technology have also produced tools of the trade, such as the William Barclay Parsons Fellowship monographs on seismic design of tunnels, earth pressure balance tunneling, precast concrete segmental tunnel liner design, and survey and repair of tunnels. **For VDOT's Hampton Roads Bridge-Tunnel Expansion Project, our tunneling and geotechnical experts applied this expertise to collaborate with the design-build team and address several technical challenges, and developed mitigation strategies that meet the long-term durability and serviceability needs.**

**SOLUTIONS THAT DRIVE DELIVERY**
**Our work on the SFMTA Central Subway, Metro D Line Extension, and Metro K Line are evidence of our expertise in solving the challenges posed by soft-ground tunneling in high water table, high seismicity areas while resulting in minimal disruption to local businesses in a dense urban environment.**



Through our vast tunneling experience and continued tunneling technology research, our technical SMEs understand the importance of maintaining face pressure and monitoring spoils and annular grout for the tunnel boring machine (TBM) to reduce ground loss and settlements during excavation. Their experience provides valuable insight on tunnels constructed by cut-and-cover, prefabricated and immersed sections, drilling and blasting, TBM, ground freezing, and sequential excavation method (SEM), conventional open shield, earth pressure balance (EPB), and slurry machines with precast segmental liners. Our SMEs have encountered tunnels constructed in virtually every type of location from under or through water, through mountains, and under airport runways and city streets.

### VTA AND BART KNOWLEDGE

Collectively, HNTB and WSP have a long working relationship with VTA dating to the mid-1980s. We have supported VTA in delivering some of the most critical transit projects in Santa Clara County, including the Guadalupe and Tasman light rail lines, SR 85/U.S. 101, Charcot Avenue Extension over I-880, and the SR 237/I-880 Express Connectors Phase I—as well as BSVI. **Our team has a thorough understanding of VTA's vision, mission, goals, needs, challenges, procedures, and processes.** Through this experience, many of our team members, including **Raul Laborin, Chris Metzger,** and **Sarah Hersom,** have forged strong, trusted relationships with VTA staff.

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In 2017, HNTB and WSP formed a JV partnership to pursue this project knowing that no other team knows BART as well as we do. Our combined experience builds upon our participation in the planning, design, and construction of the original 75-mile BART transit system, including development of the original BART tunnels.

BSV Delivery Partners has maintained strong relationships with various BART departments, which has been especially important when adapting to VTA and BART staff changes. Our team has extensive knowledge in BART facilities standards compliance, BART systems engineering and construction, and testing and commissioning in the "BART way." We offer unmatched expertise in implementing system safety and executing key elements of the BART/VTA master agreement, including Implementation Letters and revisions and variances from design criteria that were mutually beneficial to BART and VTA.

**This familiarity, the relationships we have forged, and our understanding of your agencies' goals, agreements, and processes, make our team uniquely qualified to deliver the Scope of Services detailed in your RFP to your satisfaction.** To this end, we commit the full breadth and depth of our firms' resources to support this critical project.

## SUCCESSFUL COST MANAGEMENT/ COST CONTROL

BSV Delivery Partners' team members have a history of helping our clients manage and control costs to keep project costs in alignment with available funding. When experiencing or foreseeing cost escalations, we have successfully conducted value engineering to reduce project cost to budget available. For example, when the design-builder for the Hampton Roads Bridge-Tunnel project in Virginia requested a $1B change order over an 18-month period, HNTB played an integral role in negotiations, which ultimately led to an agreement valued at $373M. Similarly, our CP2 team provides ongoing support to VTA in negotiating KST change orders and contract terms to minimize cost increases while maintaining the critical path schedule.

## SUCCESSFUL SCHEDULE MANAGEMENT/ ON-TIME DELIVERY

Establishing an aggressive yet realistic schedule and tracking progress are critical for successful project delivery. The schedule must be reasonable and reflect a consensus among VTA, BART, and other stakeholders and reviewing agencies. Our team understands that the main challenge is developing a schedule that is both feasible and adaptable to changing project priorities and unforeseen conditions. To maintain the schedule, we focus on critical path work early in the process. We use Microsoft Project to create a detailed baseline schedule, including project tasks and durations, key deliverable dates, project milestones, and critical path activities. This baseline schedule will serve as the mandatory timeline for completing the work once a task order is initiated.



*BSVII client and team lunch in Little Portugal.*



*BSVII team members at a San Jose Giants game.*

**VALUE OF FOUNDATIONAL KNOWLEDGE**

**For BSVII, our team, including Ken Feldman and Bryce Little, implemented three consecutive rounds of innovations, value engineering, and optimizations, resulting in well over $1B in projected savings to the program cost estimate. We also recently concluded the Cost Saving Candidate (CSC) initiative, identifying an additional $1B-$1.4B in savings to bridge the funding gap.**

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## 4. DEMONSTRATED SUCCESS IN ALL PROJECT PHASES

Our team brings a wealth of experience with large multibillion-dollar transit program management assignments. We have delivered projects through the FTA process to successful execution of Full-Funding Grant Agreements (FFGA), managing the development of engineering work products, and supporting agencies from the planning phase, through the procurement process, and to project closeout. Our experience also encompasses traditional design-bid-build (DBB) and alternative delivery methods such as design-build (DB), progressive DB (PDB), and contract manager/general contractor (CM/GC).

Detailed descriptions of some of our largest and most complex transit projects are described on subsequent pages to demonstrate our proven ability to support clients—including by administering FFGAs, managing final design and construction phases for extraordinary transit programs with sophisticated tunneling technology, developing procurement strategies that efficiently deliver projects, and identifying creative cost control measures and negotiation strategies to stay within a project's budget.

**Exhibit A.2** on the right demonstrates our experience with delivering projects similar to the scope of work elements defined in your RFP—from the planning phase through construction and project closeout.

*Exhibit A.2: Relevant Project Experience*

**LEGEND**

| DELIVERY METHOD | TRANSIT MODE |
|---|---|
| • Design-Bid-Build (DBB)<br>• Design-Build (DB)<br>• Construction Manager/General Contractor (CM/GC)<br>• Public-Private Partnership (P3) | • Light Rail Transit (LRT)<br>• Heavy Rail Transit (HRT)<br>• High or Higher-Speed Rail (HSR) |

| CLIENT & PROJECT | | OVERALL PROJECT ASPECTS | | | | | | SERVICES/PHASES | | | | | PROJECT COMPONENTS | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Construction Cost | Completion Year | Delivery Method | Transportation Mode | Tunnel Guideway (length) | Federal Funding | Program Management | Planning | Design | Construction | Turnover, Testing & Commissioning | Tunnel | Track and Systems | Underground Stations | At-grade Stations | Maintenance Facility |
| VDOT | Hampton Roads Bridge-Tunnel, *Norfolk, VA* | $3.9B | ~2027 | DB | Highway | 8,300 FT x 2 tunnels | FHWA & TIFIA | ◆ | ◆ | ◆ | ◆ | ◆ | ◆ | | | | |
| WSDOT | Alaskan Way Viaduct Replacement, *Seattle, WA* | $3.35B | 2019 | DB | Highway | 2 miles | FHWA | | ◆ | ◆ | ◆ | ◆ | ◆ | | ◆ | | ◆ |
| SFMTA | Central Subway Third Street Phase II, *San Francisco, CA* | $1.9B | 2023 | DBB | LRT | 1.7 miles | FTA | ◆ | | ◆ | ◆ | ◆ | ◆ | ◆ | ◆ | ◆ | |
| CHSRA | Program-Wide Support, *CA* | $106B | ~2033 | DB | HSR | 1 mile | FTA | | | ◆ | ◆ | ◆ | ◆ | ◆ | | | |
| CHSRA | San Jose to Merced, *CA* | $20B | ~2033 | TBD | HSR | 15 miles | FRA | | | | | | ◆ | | | | |
| METRO | D Line Extension, *Los Angeles, CA (WSP)* | $8.2B | ~2027 | DB, DBB | HRT | 6.4 miles | FTA | ◆ | ◆ | ◆ | ◆ | | ◆ | ◆ | ◆ | | ◆ |
| BART | Warm Springs Extension, *Fremont, CA* | $890M | 2017 | DB | HRT | 1.0 mile | FTA | | | ◆ | ◆ | ◆ | ◆ | ◆ | | ◆ | |
| AMTRAK | Frederick Douglass Tunnel Replacement, *West Baltimore, MD* | $4.5B | ~2032 | CMAR | HRT | 4 miles (Two 2-mile tunnels) | FRA | ◆ | ◆ | ◆ | ◆ | | ◆ | ◆ | | ◆ | |
| AMTRAK | Gateway, *Hudson River, NY/NJ* | $16B | ~2038 | DB | HRT | 4.5 miles | FTA | | ◆ | ◆ | | | ◆ | ◆ | ◆ | | |
| BRIGHTLINE WEST | High-Speed Passenger Train, *Rancho Cucamonga, CA to Las Vegas, NV* | $12B | ~2028 | PDB | HSR | | FRA | | ◆ | ◆ | ◆ | | | ◆ | | ◆ | |
| BRIGHTLINE | High-Speed Passenger Train, *Orlando, FL* | $4.5B | 2023 | DBB | HSR | 1,226 FT (Three tunnels) | FHWA | ◆ | | ◆ | | ◆ | ◆ | ◆ | | ◆ | ◆ |
| CALTRANS | Presidio Parkway Doyle Drive (Phase 1), *San Francisco, CA* | $1B | 2012 | P3 | Highway | 998 FT | FHWA | | ◆ | ◆ | ◆ | ◆ | ◆ | | | | |
| CTA | Red Line Extension, *Chicago, IL* | $5.8B | ~2030 | DB | HRT | | FTA | ◆ | ◆ | ◆ | ◆ | ◆ | | ◆ | | ◆ | ◆ |
| FDOT | PortMiami Tunnel, *Miami, FL* | $1.3B | 2014 | DB | Highway | 3,960 FT x 2 tunnels | | ◆ | | ◆ | ◆ | ◆ | ◆ | | | | ◆ |
| GDOT | Major Mobility Improvement, *Atlanta, GA* | $20B | ~2043 | P3, DB | Highway | | | ◆ | ◆ | | | ◆ | | | | | |
| METRO | K Line, *Los Angeles, CA* | $2.1B | 2022 | DB | LRT | 2 miles | TIFIA | | | ◆ | ◆ | ◆ | ◆ | ◆ | ◆ | ◆ | ◆ |
| METRO | Regional Connector, *Los Angeles, CA* | $1.8B | 2023 | DB | LRT | 1.9 miles | FTA | | ◆ | ◆ | | | ◆ | ◆ | ◆ | | |
| MBTA | South Coast Rail Extension to Fall River, *MA* | $1.1B | 2025 | DBB | LRT | | FTA | ◆ | | | | | | ◆ | | ◆ | |
| MBTA | Green Line Extension to Medford, *MA* | $2.3B | 2022 | DB | LRT | | FTA | | | ◆ | | ◆ | | ◆ | | ◆ | ◆ |
| MTA | LIRR East Side Access Project, *New York, NY* | $11.6B | 2023 | DB | HRT | 40 miles | FTA | | | ◆ | ◆ | ◆ | ◆ | ◆ | ◆ | | |
| MTA | Second Avenue Subway, *New York, NY* | $4.5B | 2017 | DBB | HRT | 8.5 miles | | | | | ◆ | ◆ | ◆ | ◆ | ◆ | | |
| NJ TRANSIT | Resilience Program, *Statewide, NJ* | $3B | ~2027 | DBB & DB | LRT | 1 mile | FTA | ◆ | | ◆ | ◆ | ◆ | ◆ | ◆ | ◆ | ◆ | |
| SOUND TRANSIT | East Link, *Bellevue, WA* | $3.6B | 2024 | DBB, DB, CM/GC | LRT | 0.5 miles | FTA | | | ◆ | | ◆ | ◆ | ◆ | | ◆ | ◆ |
| SOUND TRANSIT | West Seattle and Ballard Line Extensions, *Seattle, WA* | $9B | ~2034 | DBB, DB, CM/GC | LRT | 4.65 miles | FTA | | ◆ | ◆ | | | ◆ | ◆ | ◆ | ◆ | |
| VDOT | Chesapeake Bay Bridge Tunnel Parallel Thimble Shoal Tunnel, *Norfolk/Virginia Beach, VA* | $925M | ~2027 | DB | Highway | 6,500 FT | FHWA & TIFIA | ◆ | | ◆ | ◆ | ◆ | ◆ | | | | |

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## 5. UNDERSTANDING OF PROFESSIONAL LICENSING REQUIREMENTS

BSV Delivery Partners confirms that our JV meets all licensing requirements required to perform the scope of work for managing the design and construction of a heavy rail transit system with a tunnel guideway and underground stations, as outlined in the RFP. As indicated in the following Licensing Requirements table, our team includes members who possess of all necessary professional registrations to deliver this project. BSV Delivery Partners' contractor ID is 2000005170. We also confirm that both members of the BSV Delivery Partners JV are registered as a California Public Works Contractor with the California Department of Industrial Relations.

| LICENSING REQUIREMENTS | | | |
|---|---|---|---|
| ✓ | Civil Engineers | ✓ | Fire Protection Engineers |
| ✓ | Structural Engineers | ✓ | Architects |
| ✓ | Geotechnical Engineers | ✓ | Land Surveyors |
| ✓ | Mechanical Engineers | ✓ | LEED-certified Professionals |
| ✓ | Electrical Engineers | ✓ | ISO-certified Professionals |

## 6. FAMILIARITY WITH CODES AND REGULATIONS

Over the last four decades, members of the BSV Delivery Partners team have held key roles in many public transit projects throughout Santa Clara County, such as BSVI, BSVII, the County's Express Lanes Program Management contract, and legacy work such as VTA's Guadalupe and Tasman light rail corridors. We bring extensive experience coordinating with VTA, BART, local utility entities Silicon Valley Power and San Jose Water, as well as other local jurisdictions throughout Santa Clara County, delivering projects that comply with all local, state, and federal codes, standards, regulations, ordinances, policies, and guidelines. **In fact, our team members helped BART update its Facilities Standards in 2016.**

Members of our proposed key and additional personnel bring in-depth familiarity with various codes, standards, regulations, ordinances, policies, and guidelines applicable to BSVII, including, but not limited to the ones **shown in the table on the next page.** This includes **Chuck Morganson** (Tunnel Project Manager), **Sangmin Kim** (Tunnel Coordinator), **Chris Metzger** (Engineering Manager), **Tony Murphy** (Systems GEC Coordinator; Turnover/ Revenue Start Up), **Greg Thiebaut** (Facilities GEC Coordinator), and **Bryce Little** (Procurement Development). With our presence in public transit, we offer a deep understanding of local conditions, including the regulatory environment, technical challenges, and funding competitiveness. Our team helped develop the list of codes and regulations below applicable to the BSV program and will continue to review applicable submittals for adherence and compliance.

## 7. KNOWLEDGE AND EXPERIENCE WITH FTA'S NEW STARTS PROGRAM

Our JV members have working relationships with FTA dating back more than 30 years, with the administration often seeking our help with training, guidance, and research related to major transit investments, including the Capital Investment Grants Program (CIG) under the FFGA.

**These relationships give us insights on advancing engineering to FFGA approval, developing the FFGA application, and reporting expectations of FTA from the engineering phase through revenue service.**

**SOLUTIONS THAT DRIVE DELIVERY**
**Our team's finance experts, including Sean Libberton, Jane Williams, Steve Goodman, Joe Petrocelli, and Ken Feldman, are former FTA senior officials who helped write the book on New Starts and Small Starts. They are supported by a deep bench of grant and finance specialists — many of whom are also former U.S. Department of Transportation (USDOT), FTA, and FRA senior staff and political appointees.**



Our New Starts Program experience includes supporting candidate project sponsors' requests to enter Project Development and Engineering; preparing annual CIG ratings packages, including all project justification criteria and the development of FTA-compliant financial plans; and advising on

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## APPLICABLE REGULATIONS AND INDUSTRY STANDARDS

| | | |
|---|---|---|
| **FEDERAL** | ▪ USACE<br>▪ Code of Federal Regulations (CFR)<br>▪ Federal Transit Administration (FTA) | ▪ Federal Railroad Administration (FRA)<br>▪ National Appliance Energy Conservation Act (NAEC)<br>▪ National Environmental Policy Act (NEPA) |
| **STATE** | ▪ California Building Code<br>▪ California Civil Codes<br>▪ California Code of Regulations (CCR)<br>▪ California Electrical Code<br>▪ California Elevator Code<br>▪ California Energy Code (CEC)<br>▪ California Fire Code (CFC)<br>▪ California Green Building Standards Code (CALGreen) | ▪ California Mechanical Code (CMC)<br>▪ California Plumbing Code (CPC)<br>▪ California Building Standards and Administrative Codes<br>▪ California Department of Transportation (Caltrans)<br>▪ California Environmental Quality Act (CEQA)<br>▪ California Occupational Safety and Health Act Standards (Cal/OSHA)<br>▪ California Public Utility Commission (CPUC) General Orders<br>▪ California State Water Resources Control Board |
| **LOCAL** | ▪ Title 24 Building Code<br>▪ City of San Jose (Standards Specifications, Standard Details, Fire Code, and Municipal Code)<br>▪ Regional Water Quality Control Board (RWQCB) | ▪ VTA<br>▪ BART<br>▪ Santa Clara County (Standard Details Manual, Standard Specifications) |
| **ORDINANCES** | ▪ Association of American Railroads (AAR)<br>▪ American Society of Civil Engineering (ASCE)<br>▪ American Concrete Institute (ACI)<br>▪ American Institute of Steel Construction (AISC)<br>▪ Americans with Disabilities Act (ADA)<br>▪ Association of Edison Illuminating Companies (AEIC)<br>▪ American National Standards Institute (ANSI)<br>▪ American Public Transit Association (APTA) | ▪ American Railway Engineering & Maintenance-of-Way Association (AREMA)<br>▪ American Association of State Transportation Officials (AASHTO)<br>▪ American Society of Mechanical Engineering (ASCE)<br>▪ American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE)<br>▪ American Association of State Transportation Officials (AASHTO) |
| **INDUSTRY STANDARDS** | ▪ International Building Code<br>▪ National Electrical Installation Standards (NEIS) / National Electrical Contractors Association (NECA)<br>▪ National Electrical Manufacturers Association (NEMA) | ▪ National Fire Protection Association (NFPA)<br>▪ National Electrical Manufacturers Association (NEMA)<br>▪ National Fire Protection Association (NFPA) |

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strategy and timing to advance projects through FTA's process to grant award. Our clients' success can be measured by the number of FFGAs they have received, and the number of projects approved into FTA's grant program pipeline. Moreover, we have successfully navigated FFGA for several California projects that are now in revenue service: Metro Regional Connector, Metro D (Purple) Line Extension, SANDAG Mid-Coast Corridor Transit Project, and SFMTA Central Subway Third Street Phase II.

Our BSV Delivery Partners team members remain instrumental in supporting development of financial planning and stakeholder funding strategies for the VTA's BSVII and overall BART Silicon Valley Extension Program. Our team managed the update of the financial model and financial plan as part of the application for a federal FFGA. We provided a comprehensive suite of transit financial planning services to VTA, including funding, financial planning, capital planning, and operations and maintenance costing.

**VALUE OF FOUNDATIONAL KNOWLEDGE**
**Our team managed the update of the BSVII financial model and financial plan as part of the application for a federal FFGA. The plan included a forecast of the projected capital and operating costs and proposed revenue sources for the project over the next 20 years and a review of the key assumptions underlying the cost and revenue projections.**

We also supported VTA with the development of a financial plan in pursuit of the FTA Expedited Project Delivery (EPD) grant for Phase II of the project. The team analyzed VTA's financial capacity to support the capital construction costs of the second phase of BSV and operate and maintain VTA's existing bus and light rail services. The analysis considered several alternative capital construction scenarios, and applied updated projections of sales tax, passenger fare, and other revenue sources as well as VTA capital improvement and operations and maintenance costs. The analysis considered the extent to which new revenue sources or financing approaches could be applied to support completion of the BSV program and considered such options as federal New Starts funding, the federal EPD funding, and a USDOT Transportation Infrastructure Finance and Innovation Act (TIFIA) direct loan.

**Exhibit A.3 on the next page** shows the projects where members of BSV Delivery Partners have helped clients secure FTA New/Small Starts federal discretionary grant funding and financing for major transit infrastructure projects.

**Following Exhibit A.4, we feature key projects to showcase our shared work experience relevant to BSVII.**

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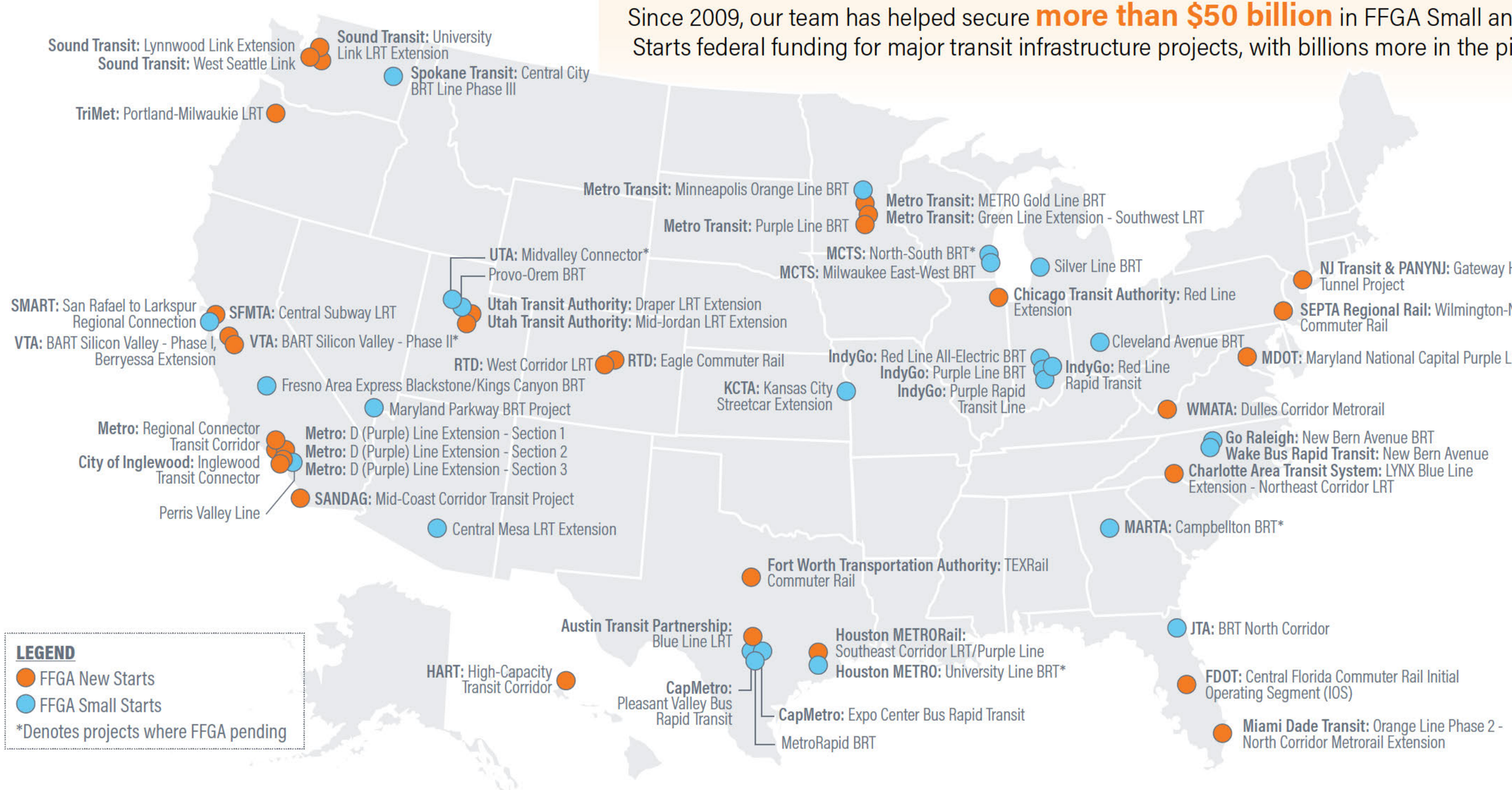


## LEADERS IN SECURING FTA FUNDING

*Exhibit A.3: BSV Delivery Partners' Experience with FFGA*

# Leaders in Securing FTA Funding

Since 2009, our team has helped secure **more than $50 billion** in FFGA Small and New Starts federal funding for major transit infrastructure projects, with billions more in the pipeline.



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## 8. KEY CHALLENGES FACED ON SIMILAR PROJECTS

In **Exhibit A.4** below, BSV Delivery Partners has provided a table identifying 10 key challenges similar to the BSV Project our team has faced, the approach used to overcome the challenge, and names of similar projects the approach was implemented.

*Exhibit A.4: Key challenges similar to BSVII Project faced by BSV Delivery Partners*

| KEY RISKS & CHALLENGES | BSV DELIVERY PARTNERS' APPROACH TO BSVII | PROJECT | APPROACH TAKEN TO OVERCOME CHALLENGE/RISK |
|---|---|---|---|
| Late discovery of utilities or utility conflicts that require additional re-design and/or relocations, increasing cost and causing schedule delays. | Continue coordination with the Cities of San Jose and Santa Clara for new developments and utilities. The Contractor to coordinate storm drain design before implementing relocations of other utilities to avoid redesign/re-relocation. | California High Speed Rail | We reduce the likelihood of late utility discoveries through our statewide utility databases, early potholing, and proactive coordination with utility owners. If an unforeseen issue arises, we quickly verify rights, develop preliminary designs to define the conflict, and fast-track procurement of long-lead materials. We also identify replacement rights, coordinate with stakeholders, and adjust the construction schedule to minimize impacts and maintain delivery. |
| VTA's financial capacity/funding plan to cover program cost may be insufficient to complete the project. | Continue implementation of cost savings measures. Partner with VTA to identify additional funding sources. Leverage our proven positive track record with FTA, to help VTA secure the FFGA prior to the need by date. | Hampton Roads Bridge Tunnel | HNTB monitored construction costs to keep project within the $3.9B budget—including negotiating a $1B D-B change order request down to $373M—and, together with WSP, addressed broader inflation driven cost escalation by shifting select elements to adjacent projects, reducing portions of the baseline scope, and optimizing the design through sound engineering principles. |
| Tunnel Contract Early Works longer construction duration delays start of tunnel mining, which lengthens the program's critical path to completion. | Coordinate with CMS to implement a construction focused Risk/Issues Register to proactively identify potential issues and develop mitigation plans early on. CMS to perform monthly walk-throughs to monitor construction progress and identify potential issues. | LIRR East Side Access | The issues with the early TBM launch structure, which was partially constructed, required a new contract. The new contract was tied to the tunnel boring machine contract so that there were enhancements added to better facilitate and accelerate the launch of the two soft-ground TBMs. The launch structure was also reconfigured to be the launch of the ground freezing contract (SEM) under Northern Blvd. |
| Issues during construction including ground settlement, unanticipated damage to historic buildings, or general construction labor shortages could drive up costs or delay schedule. | Coordinate with CMS and Contractor on implementation of Instrumentation and Monitoring program for sensitive structures, develop contingency plan for differing soil conditions, work with contractor to develop 3-month and 6-month lookaheads, and prioritize resource needs on critical/near-critical path work. | Central Subway Extension | Robust instrumentation and monitoring program along with ground preconditioning through a special Ellis Street shaft utilized to install grout pipes for compensation to condition the ground ahead of the TBM undercrossings of the BART and Muni tunnels and buildings along Market Street and Union Square. The BART track and tunnels were closely monitored for settlement during TBM operations for any required compensation grouting. |
| Issues during construction including TBM mechanical failure, or obstructions within tunnel horizon could delay schedule for completion or increase construction costs. | Review Contractor's TBM maintenance and mitigation plan. Coordinate with CMS to implement real-time TBM monitoring during construction. Verify contractor is doing their due diligence to identify any new potential obstructions and have developed contingency plans for various obstructions that may be encountered. | SR 99 Bored Tunnel/Alaskan Way Viaduct | The team worked diligently will all stakeholders to accelerate the recovery shaft and incorporate additional requirements to reduce the risk for future obstructions. The TBM was able to get back underway and successfully completed the rest of the tunnel boring. |
| Parcels not available for critical path construction due to unforeseen factors delaying schedule. | Coordinate with VTA's Real Estate team, Contractor, and consultants to identify/prioritize remaining acquisitions and align parcel availability with construction need by date. | California High Speed Rail | For right-of-way challenges, we redesign or resequence work to allow early construction around impacted parcels while staying within environmental constraints and providing the required design and documentation to support condemnation. We used this approach on the LGA project by shifting the alignment to avoid major impacts to JSS Almonds and a critical natural gas operations facility. |
| Station design changes due to stakeholder input could increase program cost. | Continue to support Design Review Committee (DRC) process and engagement with community as design progresses. Explore cost sharing opportunities with key stakeholders for any identified betterments. | D Line (Purple) Extension | By engaging the stakeholders, potential changes were better controlled or minimized since the full effect of introducing those suggested changes ,in terms of cost and schedule, were clearly identified to all parties. |
| Large contract sizes may result in lack of competitive bidders or inclusion of cost premiums by contractors, driving up program costs. | Update market saturation study and commence market sounding to further gauge current industry interest. Update Construction Implementation Plan to determine possible further breakout of current packaging, and balance contract size with number of contract interfaces. Increase industry outreach for future procurements. | BART Earthquake Safety Program | Survey of construction community and regular contact with bidders to confirm contract sizes and scope ahead of each bid package release. Industry outreach and pre-bid conferences continually informed the program as to bidders' interest and concerns along with specialty subcontractor and labor market availability. |
| Interdependency of construction contracts and construction in a congested urban environment brings the potential for interface issues and disputes between contractors. | Update and complete robust interface control documents for inclusion in all future construction procurements. Proactively manage program schedule with CMS input to define clear handoffs and inclusion of interface float. | Central Subway Extension | Interface and Design Integration Management to actively manage and track detailed interfaces between contract packages from preliminary to final design and into construction until installed and resolved. |
| Testing and commissioning delays due to systems integration, interface, or installation verification issues could delay startup of revenue service. | Include sufficient time and detail in schedule for testing activities. Continue to closely integrate BART's operations team throughout every phase of program. Continue implementation of comprehensive requirements management program. | Second Avenue Subway | The contract packaging and T&C responsibilities led to a number of issues at the end of the project. Revising the contract terms and shifting of responsibilities allowed for the successful completion of the project. |

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# BART to Silicon Valley Phase II (BSVII) – Program Management Services

*SANTA CLARA COUNTY, CA*

> *"I am especially impressed by the Joint Venture's ability to effectively communicate with multiple stakeholders and maintain open dialogue to address the project's significant challenges."*
>
> **Daniel Nhan**
> Principal Engineer
> BART

**OWNER/CLIENT**
Santa Clara Valley Transportation Authority (VTA)

**TOTAL PROJECT COST**
$12.7 Billion

**PROJECT RELEVANCE**
Program Management
CIG Support
Single-Bore Tunnel
BART Standards
Underground Station
At-grade Station
Maintenance Facility
Design-Build
Earth Pressure Tunnel Boring Machine
Communication Based Train Control System

**DURATION OF SERVICES**
2017 – Present

## HNTB AND WSP PARTNERING TO DELIVER

The BSVII Program is VTA's — and Santa Clara County's — highest-priority transportation project. BSV Delivery Partners (formerly HNTB+WSP) provides program management services for Phase II of this extension, the largest single public infrastructure project ever constructed in the county.

### Managing Final Design and Construction of Transit Tunnels

As the Program Management Consultant (PMC), BSV Delivery Partners has overseen the GEC as it developed designs for the Yard, Systems, and Stations components. Additionally our JV has overseen the GEC's technical reviews of the final design development by the KST/JV for CP2. BSV Delivery Partners has played a critical role in establishing and managing scope, schedule, budget, technical requirements, interfaces, and configuration while also leveraging our team's vast technical expertise on an as-needed basis for focused design reviews. Our JV established and procured an industry-best Tunnel Advisory Panel that advised VTA on establishing technical criteria for the 53-foot earth pressure balance boring (EPB) machine and resolving complex technical issues related to the large-diameter TBM.

### BART Knowledge

Members of our JV bring decades of collective experience providing project-related services to BART: planning, providing grant application and funding strategy support, developing contract documents, and supporting certification for construction, inspection, testing, and safety. Our collective experience enables us to effectively support BART's core system and deliver most of its major extensions and programs. BSV Delivery Partners continues to leverage this wealth of knowledge and long-standing relationships to support both VTA and BART in the development and implementation of this critical program. For example, we helped develop the design criteria manual, resolved key technical issues, facilitated technical working groups, and resolved thousands of submittal review comments.

### CIG Process

BSV Delivery Partners is, and has been, instrumental in providing the federal funding strategy for VTA for this project and the overall BART to Silicon Valley Extension Program. This partnership with VTA contributed toward FTA's acceptance of the program into the New Starts engineering phase with a commitment of $5.1B in August 2024, a critical step towards the FFGA. Prior to this extraordinary achievement, our JV helped VTA earn the distinction of having first project to ever be selected into FTA's Expedited Project Delivery (EPD) Pilot Program, which included a Letter of No Prejudice for over $9B — unprecedented for FTA.

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## Developing and Managing Procurement/Packaging Strategies

As program manager, BSV Delivery Partners supported VTA in crafting the procurement strategy for the CP2 tunnel and trackwork PDB contract. Our JV compiled and presented materials from our experience on dozens of design-build procurements throughout the U.S. to capitalize on our wealth of experience in alternative delivery and inform VTA's procurement strategy. VTA and BSV Delivery Partners conducted several one-on-one meetings with the bidders to solicit feedback on commercial, legal, and technical issues identified by the teams. This collaborative process informed changes to the contract and technical documents in the final RFP.

BSV Delivery Partners worked closely with VTA and their outside counsel to establish the contractual terms and conditions for this unique contract model. Our JV organized the contractor evaluation process for VTA, and provided training to all evaluators, interfacing with VTA's commercial manager to guide the selection process and make sure all evaluation panels and committees functioned as they were intended.

Our team followed this same process to inform the new CP5 strategy that was implemented in Q1/Q2 2025.

## Successful Cost Management/Cost Control

BSV Delivery Partners developed an in-house project information controls system (PICS) that integrates the industry's best program/project controls applications in one environment, providing a consolidated framework for aggregating data and generating meaningful, actionable information related to budget, schedule, and risk. The PICS environment supports the PMC's day-to-day production collaboration needs, including the collaboration with other project entities such as the GEC and CMS.

When VTA invested in Aconex, an Oracle-based software, as the primary tool for document control, our team pivoted from the PICS/SharePoint system, and partnered with the VTA's Aconex team to implement the new tool and procedures. Together with the Aconex team, we collaborated to develop procedures and methods to transfer all project records without impacting the day-to-day program progress. Moving forward, our team's PICS system will continue to be the program's primary collaboration tool with Aconex being the primary central point for all program record documents.

As this mega-program was approaching the procurement and award of major construction contracts, our Project Controls team implemented a Project Cost Management application. This application tracks transaction elements (such as budget, commitments, expenditures, trending, and total program forecast at completion) and contract value, including both base contract and change orders. This application has resulted in a greater level of transparency and real-time reporting for VTA and their Board of Directors.

**SOLUTIONS THAT DRIVE DELIVERY**

**To mitigate the global effects of inflation, our team implemented three consecutive rounds of value engineering (VE) and optimizations, resulting in well over $2B in projected savings to the program cost estimate, and we will continue to monitor costs and deliver savings to the program until its completion. Without these VE reviews, the program would have incurred significantly higher program cost estimates.**

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# Hampton Roads Bridge-Tunnel (HRBT) Expansion

*NORFOLK, VA*

> *"VDOT has been waiting almost 30 years to see the HRBT project progress to this point. WSP and HNTB's ability to pull together, as a team, proves that we can accomplish monumental things here in Hampton Roads."*
>
> **Peter Reilly**
> former Deputy Project Director
> VDOT

**OWNER/CLIENT**
Virginia Department of Transportation (VDOT)

**TOTAL PROJECT COST**
$3.9 Billion

**PROJECT RELEVANCE**
Program Management

Single-Bore Tunnel

Design-Build

**DURATION OF SERVICES**
2019 – Present (WSP)

2023 – Present (HNTB)

2027 estimated completion

## ADDRESSING INFLATION AND CHANGE ORDERS

To relieve one of the region's most congested corridors, new twin two-lane 8,000-foot-long bored tunnels are being constructed to accommodate four new lanes of traffic across the harbor along the I-64 corridor. The new twin tunnels will be approximately 44 feet in diameter each, and 50 feet deeper than the current Hampton Roads Bridge-Tunnels. Other project features include use of the second-largest tunnel boring machine (TBM) in North America; tri-cell launch pit adjacent to the existing immersed tube tunnel; the replacement or reconstruction of more than two dozen bridge structures; and 7 miles of roadway and bridge improvements throughout Hampton and Norfolk. In total, the project consists of nearly 10 miles of improvements.

HNTB fulfills the VDOT Project Director role on this contract, providing strategic vision and leadership to the entire VDOT team on the project. Further tasks included dispute resolution, stakeholder outreach, coordination of VDOT's team of more than 80 full-time onsite consultants and staff, coordination with permitting agencies including USACE and Department of Environmental Quality (DEQ), technical issue resolution, change management oversight, and project controls oversight.

The WSP team serves as the Engineering and Construction Services Consultant, overseeing the design and construction of the entire project, including the expansion of the HRBT tunnels and approaches in Hampton Roads. In this role, WSP brings engineering and construction professionals with technical experience in delivering complex tunnel design and construction projects.

### Successful Cost Management/Cost Control

As the Project Director, HNTB is charged with monitoring costs through construction so that costs stay within the overall $3.9B project budget. For example, when the design-builder requested a $1B change order over an 18-month period, HNTB staff played an integral role in negotiating an agreement valued at $373M instead.

To address the overall escalating construction costs due to inflation, HNTB and WSP worked together to identify areas of the project more efficiently handled by adjacent construction projects, reduced specific items of the project's baseline scope, and identified aspects of the project that could be optimized through the implementation of sound engineering principles.

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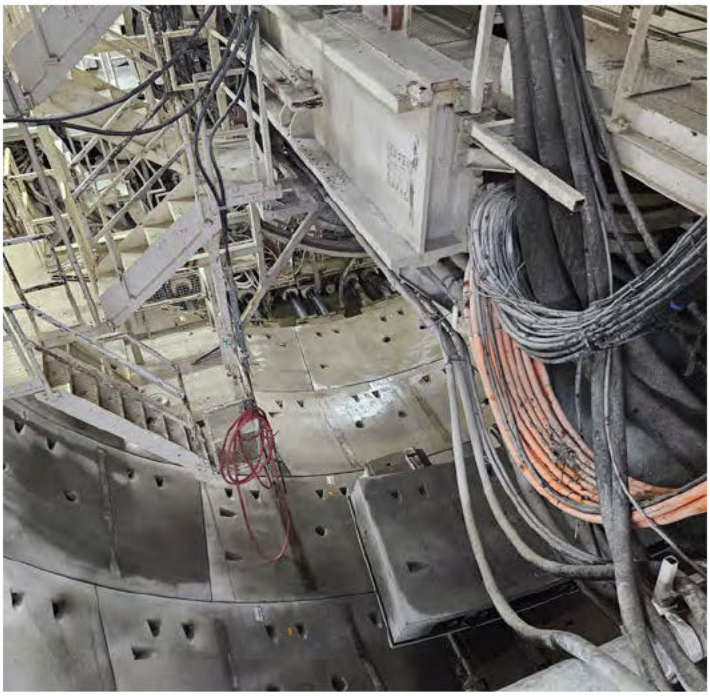
## Managing Final Design and Construction of Transit Tunnels

WSP currently oversees Hampton Roads Connector Partners (HRCP), the project's DB JV, which was awarded the contract for the entire project scope. Part of WSP's responsibilities include providing technical oversight for designing and constructing the two bored tunnels to comply with contract technical requirements, including tunnel standards such as NFPA, ACI, and ANSI. WSP implemented an expedited technical review strategy that resulted in reviews of complex design packages such as tunnel structures and tunnel systems packages returned on average within 10 days — a 50% reduction in the allowable review periods.

When the HRBT Expansion Project experienced several technical challenges, the WSP's tunneling and geotechnical experts collaborated with the DB team to develop mitigation strategies that meet the long-term durability and serviceability needs of the owner. During the construction of the South Island's 85-foot-deep tri-cell launch pit for the TBM, the design-builder experienced challenges with slurry wall construction, resulting in a redesign for a section of the wall. The WSP team collaborated with the design-builder to develop a mitigation strategy, expedite design reviews, and resequence the work to mitigate impacts to the project schedule.

**VALUE OF FOUNDATIONAL KNOWLEDGE**
**Our technical review strategy of HRBT's complex design packages resulted in a 50% reduction in review time.**

During the 20-month fabrication period required to complete the 46-foot-high tunnel boring machine, WSP's experts reviewed the machine specification and capabilities, recommending additional cutter head tools and redundant TBM equipment on site to mitigate the risk of extended TBM downtime for maintenance. Following the TBM fabrication, it took approximately six months to ship the TBM from Germany and another 12 months to assemble the TBM on the HRBT's South Island. The TBM, at 430 feet in length and 9,400 tons, is the largest variable density TBM ever constructed. The price tag for the TBM alone is $70M, which includes construction, shipping, and assembly costs.



The TBM launched from the South Island (Norfolk side) in April 2023, with a projected tunneling rate of 50 feet per day. It is boring down to the layer of soil known as the Yorktown layer, approximately 50 feet below the current tunnels. The TBM excavates the tunnels with a circular cross-section through the soil. In total, the process to bore the twin tunnels took approximately two years with the first tunnel bored in about a year (breaking through April 2024) and the second tunnel taking a similar amount of time (breaking through September 2025). Built specifically for the HRBT Expansion Project, the TBM is a central component of the project. The existing 10 tunnels in Hampton Roads are immersed tubes. Advances in tunnel technology make the bored-tunnel approach desirable for the expansion project. The method has fewer environmental impacts, and does not disrupt naval, marine, or commercial traffic in the busy federal channel.

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# SR 99 Bored Tunnel/ Alaskan Way Viaduct

*SEATTLE, WA*

*"WSP has been a trusted advisor to WSDOT since the beginning, and has shepherded work from early planning to construction. WSP was instrumental in evaluating and developing the tunneling concepts and estimates that led to the final recommendation, resulting in the 1.7-mile-long tunnel."*

**Brian Nielsen**
Program Administrator
WSDOT

**OWNER/CLIENT**
Washington State Department of Transportation (WSDOT)

**TOTAL PROJECT COST**
$3.29 Billion

**PROJECT RELEVANCE**
Program Management

Single-Bore Tunnel

Design-Build

Earth Pressure Tunnel Boring Machine

**DURATION OF SERVICES**
2001 – 2018

## DELIVERING EPB TBM IN URBAN SETTING

At the time of its construction, the Alaskan Way Viaduct 57.5-ft. replacement tunnel was the largest-diameter tunnel in the world built by an EPB TBM, nicknamed "Bertha." Designed to withstand a 2,500-year earthquake event, the two-deck tunnel snakes along a 1.7-mile route more than 200 feet below ground, with two lanes in each direction and an 8-foot safety shoulder. This project opened to public traffic in February 2019. Despite issues with the TBM causing a year-and-a-half delay, the project was delivered within months of the projected completion date, and delivered within 4% of the planned project budget.

**SOLUTIONS THAT DRIVE DELIVERY**
**We provided innovative solutions to solve challenges and manage risks in urban environments similar to BSVII:**

- **Installed extensive network of monitoring devices for damage prevention.**
- **Employed design visualizations to keep the public informed.**
- **Integrated technologies for rapid emergency response.**

As WSDOT's GEC, WSP's tasks involved coordinating and managing the project from planning through construction. This involved coordinating and managing more than 62 subconsultants, and more than 60 construction contracts. As the project evolved, the WSP team developed contracting strategies and oversaw final design through construction, community outreach, systems integration, and final startup. HNTB was the Lead Designer and Engineer of Record for the tunnel portion of the overall Alaskan Way Viaduct Replacement Program. HNTB's design was released in multiple staged packages to support the work sequence of the design-builder. During construction, HNTB prepared design changes, responded to builder RFIs, reviewed builder submittals, conducted construction observations, supported start-up and testing, and helped resolve day-to-day issues.

### Managing Final Design and Construction of Transit Tunnels

Much like BSVII, the project constructed critical infrastructure in a built-up urban environment. The site was located directly in front of the Port of Seattle's largest shipping facility, BNSF Railway's switching yard, the Seattle International Gateway, and Washington's busiest ferry terminal.

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Because it was constructed under the existing viaduct, the new tunnel in some areas had only 15 feet of clearance beneath the existing viaduct's foundations and the top of the tunnel. **To prevent damage caused by tunneling, an extensive network of more than 4,000 monitoring devices was installed to check how the ground and surrounding structures were affected by the tunnel construction**. This included vibration monitoring along the overall alignment during tunneling to confirm that vibration from the TBM would not impact surrounding infrastructure and the 158 buildings (several of which were historic) along the tunnel alignment.

Design visualizations were an integral part of the program, used to inform the public, and as a primary design tool to effectively determine the viability of proposed concepts and eliminate conflicts between design elements and systems. HNTB and WSP drew upon CAD and geospatial data to develop digital 3D and Building Information Models (BIM) for all major project elements and processes. These models helped the project team understand the project, design alternatives, and view traffic impacts and construction phasing from any point of view — improving decision making by multiple stakeholders, while supporting public outreach efforts.

**SOLUTIONS THAT DRIVE DELIVERY**
**Our models saved countless hours and potential costs by visualizing how different project elements and systems fit together, preventing conflicts and reducing revisions and costs.**

To provide rapid emergency response, the project's systems integration incorporated fire detection, closed-circuit television (CCTV) video surveillance presets, fire/life safety systems, and traffic control.

## Managing Key Stakeholders

HNTB and WSP implemented a rigorous public involvement program that emphasized transparency. From design through construction, the consultant team helped WSDOT engage the community by educating members of the public about the need to replace the seismically vulnerable viaduct and keeping businesses and the public informed about construction progress and potential impacts. These efforts took many forms: maintaining a program website, holding public meetings, sharing updates via social media (@BerthaDigsSR99), distributing construction notifications, answering hotline calls or email inquiries, and presenting information to community and business groups.

## Developing and Managing Procurement/Packaging Strategies

Much like BSVII, this project required a long-term commitment and flexibility to evolve our team with the project. Our team partnered with WSDOT to augment their staff, enabling the agency to accomplish more. For this extraordinarily complex project, we oversaw multiple construction contracts and performed significant outreach support before, during and after construction. Extensive effort was placed on integrating multiple project elements and systems to make sure that they operated properly and did not conflict with each other. Finally, like BSVII, this project bored a single tunnel under a heavily developed area, requiring extensive monitoring and coordination to prevent damage to existing buildings and infrastructure.



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# Central Subway Extension

*SAN FRANCISCO, CA*

*"HNTB has been a trusted and valued partner to SFMTA on the Central Subway contract for over 12 years. Their design support and timely responsiveness during construction has helped us move the project towards successful completion."*

**Nadeem Tahir**
Former Program Director,
Central Subway
SFMTA

**OWNER/CLIENT**
San Francisco Municipal Transportation Agency (SFMTA)

**TOTAL PROJECT COST**
$1.9 Billion

**PROJECT RELEVANCE**
BART Standards
Underground Station
At-grade Station
Design-Build
Earth Pressure Tunnel Boring Machine
Communication Based Train Control System

**DURATION OF SERVICES**
2009 – 2023

## MULTI-LEVEL TEAM DELIVERING TOGETHER

Central Subway, Phase II of SFMTA's Third Street Light Rail Program, opened to full revenue service in January 2023. The project includes a tunnel, three underground stations, one surface station, and a Transportation Management Center, which now monitors and maintains transit and vehicle operations throughout the city.

Similar to BSVII, this project had a complex, multi-level organizational structure with the owner agency, a program manager, GEC designer, and multiple construction contractors. WSP and HNTB each led their own JV teams. WSP's JV was responsible for design and design support during construction (DSDC) for the tunnels and portal, three underground stations, and utility relocations. HNTB's JV was responsible for design and DSDC for the track alignment, special trackwork detailing, utility relocation and rail system design (including automatic train control), traction power, and communications. During the construction phase, HNTB and WSP actively problem-solved with SFMTA and the contractor to maintain progress. For example, through extensive collaboration, WSP and HNTB helped orchestrate the complex tie-in to SFMTA's existing Muni rail system over extended weekend service shut downs.

**This project included a 30% DBE participation requirement, and was part of FTA's New Starts Program with funding through a FFGA.**

### Managing Final Design and Construction of Transit Tunnels

Much of tunnel alignment extends underground, including in the densely populated Chinatown neighborhood. Excavation was conducted using two 20.6-foot-diameter EPB TBMs. The tunnels were constructed at depths ranging from 40 to 120 feet, resulting in minimal vibration and no noise experienced above ground.

One of the biggest challenges WSP faced was boring tunnels directly below the BART tunnels on Market Street to minimize the depth of the immediately adjacent Union Square station. The team protected buildings, utilities, and other transportation infrastructure during construction through extensive settlement instrumentation and monitoring. Among the project's geotechnical innovations was the use of top-down cut-and-cover construction with inclined tangent piles for permanent ground support at the Union Square station, as well as the use of inclined compensation grouting pipes to protect pile-supported buildings from tunnel excavation-induced settlements.

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## BART Knowledge

Because the Central Subway tunnel runs below existing Muni and BART tunnels, this project required a high-level of coordination with BART. Maintaining the correct tunnel alignment when boring close to the existing tunnels was a key challenge. Existing underground utility infrastructure had to be moved out of the stations' footprints, especially for the Union Square station on Stockton Street where the public ROW is 65 feet, which required the construction of a joint utility trench beneath both sidewalks.

**LOCAL ADAPTABLE TEAM**

**Prior to joining BSVII, Chuck Morganson led the HNTB team from 2009 to 2023 to deliver more than $30M of conceptual, final design, and construction support services on time and within budget. Chuck managed the track and systems interfaces continually with WSP's tunnel and underground station designs. Many of our proposed staff worked collaboratively across contracts to deliver this program together.**

WSP addressed BART's settlement concerns by overseeing compensation grouting under BART tunnels beneath Market Street and installing and monitoring a comprehensive instrumentation network to identify settlement in BART tunnels. **Sangmin Kim** and **Matt Fowler** oversaw measures to prevent and monitor potential settlement on the Central Subway project. Both are currently assigned to BSVII; Sangmin will serve as the CP2 Engineering Manager while Matt will serve as a Subject Matter Expert, and will continue to be available to address similar challenges should they arise.

## Developing and Managing Procurement/Packaging Strategies

After the award of the early utility relocation and tunnel contracts, the program procurement approach planned to solicit four individual bid packages for the three underground stations and the track and systems — plus surface station contracts. After the first station bid package came in over $100M higher than the project budget, HNTB and WSP revised the contracting approach by creating a single contract package (SFMTA Contract No. 1300) that incorporated the scopes of all four packages into a single contract, leading to a successful bid and award of $840M within the program budget, allowing the project to move into the construction phase. This remains the largest contract ever awarded by the City and County of San Francisco. Contract packaging under different market conditions (whether consolidating or splitting) is one of the more impactful tactics for influencing bid pricing.

## Managing Key Stakeholders

HNTB and WSP collaborated closely with various City departments. For example, to obtain the San Francisco Fire Department approval for fire/life safety plans to address ventilation and emergency response scenarios, HNTB oversaw ventilation modeling while WSP oversaw station infrastructure design. We collaborated with Muni operations to maximize railroad operational flexibility while conforming to NFPA requirements. Both firms then merged project elements together to present a unified and compelling strategy for fire/life safety at various levels to the Fire Department and obtained approval.



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# California High-Speed Rail Program

*STATEWIDE, CA*

*"I have managed several contracts for the CHSRA . . . HNTB's contract for San Francisco to Merced is one of the best-managed engineering and environmental projects that I have worked on."*

**Lijia Zhang,** PE · PMP
Contract Manager
CHSRA

**OWNER/CLIENT**
California High Speed Rail Authority (CHSRA)

**TOTAL PROJECT COST**
$106 Billion

**PROJECT RELEVANCE**
Program Management
Underground Station
At-grade Station
Maintenance Facility
Design-Build
Communication Based Train Control System

**DURATION OF SERVICES**
2006 – Present

## NATION'S FIRST HIGH-SPEED RAIL

**LOCAL ADAPTABLE TEAM**
**WSP and HNTB worked as one team to support design-build procurements, legal challenges, legislative/FRA audits, travel time modeling, ridership, revenue forecasting, and risk/hazard management.**

The publicly funded California High-Speed Rail will connect major metropolitan centers statewide, and is the nation's first high-speed rail project to break ground.

WSP led program management, overseeing the planning, design, construction and operation of the network, with the initial operable segment scheduled to open by 2030. In addition to coordinating and overseeing 75 regional consultant design teams as well as conducting quality reviews of engineering deliverables to maintain project-wide standards, WSP created the first program-level FRA DB Program Plan.

HNTB most recently oversaw the design-build contract for Construction Package 4 (CP4), which includes more than 22 miles of rail and 14 structures in Central Valley. HNTB also prepared engineering and environmental studies for approximately 400 miles, including San Francisco to San Jose and San Jose to Central Valley sections, and is completing the final design contract for 18.5 miles of the Fresno to Bakersfield Locally Generated Alternative (LGA) project.

### Successful Cost Management

CP4 was the last construction package awarded, but the first to achieve substantial completion in January 2024. CP4 is also experiencing the lowest level of cost growth and schedule creep of all the segments under construction.

Developing a trusting relationship between the DB contractor and CHSRA has helped the project go smoothly. To accomplish this, HNTB coordinated weekly executive meetings between the contractor and client teams, and also worked closely with the third-party agencies. This resulted in a one team environment where everyone was motivated by the shared goal of a successful project delivery, and worked well together to resolve challenges without delays, including by implementing workaround plans.

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HNTB also implemented risk analysis tools and strategies to anticipate potential issues and their probability, and worked collaboratively with CHSRA, the DB contractor and third parties to mitigate or avoid impacts to budget and schedule.

## Developing and Managing Procurement/Packaging Strategies

WSP supported the CHSRA with multiple overlapping contractor selections with a cumulative value greater than $4B. To manage the process, WSP developed a programmatic procurement and contracting implementation framework, including both technical and management evaluation criteria. WSP also established a comprehensive multi-entity document development tracking and control system that organized and accounted for more than 20 contracts.

**VALUE OF FOUNDATIONAL KNOWLEDGE**

**HNTB assessed schedule risk from multiple rounds of review for the plans to relocate Semitropic Water Storage District facilities. After HNTB evaluated and communicated this risk, the DB contractor, CHSRA, and the project control management team agreed on a mitigation approach that reduced the number of design stages without affecting construction. By implementing this approach and monitoring it monthly, the HNTB team helped keep the project under its contingency budget and returned money to CHSRA.**

## Managing Key Stakeholders

For CP4, HNTB coordinated workshops with the railroads and the design builder to discuss access road design, which streamlined those railroad approvals. For example, HNTB developed a coordination schedule to obtain the necessary agreements required by BNSF Railway, and conducted quarterly update meetings with the BNSF Railway regional manager and CHSRA executives. These proactive measures helped facilitate approval of the various agreements and kept BNSF Railway-related construction activities on schedule.

We have taken a similar approach to working with water districts and utility companies, and our team brings the successful relationships we have built with project field representatives. A recent Quality Audit Report confirmed that the Independent Cost Estimate (ICE) and Independent Site Engineer (ISE) team are in 100% conformance with the procedures in HNTB's Quality Management Plan, demonstrating that our team has delivered high-quality projects within the schedule constraints.



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# D Line (Purple) Extension

*LOS ANGELES, CA*

*"WSP's management efforts have helped the Project make tremendous progress towards completion ahead of the 2028 Olympics and have significantly contributed to turning it from a dream into a reality."*

**Sameh Ghaly**
Senior Executive Manager for Project Management
Metro

**OWNER/CLIENT**
Los Angeles County Metropolitan Transportation Authority (Metro)

**TOTAL PROJECT COST**
$8.2 Billion

**PROJECT RELEVANCE**
Program Management
CIG Support
Underground Station
Maintenance Facility
Design-Build
Communication Based Train Control System

**DURATION OF SERVICES**
2007 – Present

## HEAVY RAIL WITH 7 UNDERGROUND STATIONS

The D Line (Purple) Extension is a 9-mile rapid transit line with seven underground stations, which will expand Metro's D Line from its current terminus at Wilshire/Western Station to a new western terminus near the West Los Angeles Veterans Affairs (VA) Medical Center in Westwood.

WSP performed conceptual engineering and achieved consensus on alignment, mode, and minimum operating segments. The WSP team also developed environmental clearance and delivery strategies. WSP worked closely with Metro to deliver station design, urban design, transit-oriented development (TOD), and engineering solutions; and to develop the long-term financial plan for the proposed extension of the project. WSP has provided program and engineering management services as the general engineering and planning consultant. WSP also developed technical provisions and delivery strategies, and supported Metro by developing contract packages that feature a mix of DB and DBB delivery solutions.

WSP continues to support Metro, providing engineering services during construction for all three sections of the extension.

### Managing Final Design and Construction of Transit Tunnels

During construction, WSP's role includes engineering support services to assist Metro in managing the design-build contractors. Services include reviewing and commenting on RFIs and submittals, and preparing design changes. The WSP team also attends construction coordination meetings; provides cost estimates for design changes; observes systems equipment installation, testing and commissioning; assists with safety certifications; and supports system integration.

Groundbreaking was held in November 2014 for Section 1, a twin-bored, 4-mile tunnel extending from the existing Wilshire/Western Station, and includes underground stations at Wilshire/La Brea, Wilshire/Fairfax, and Wilshire/La Cienega. With design work complete and construction having reached the 75% mark, Section 1 is on track to open in Q3 2026.

To stay on target for a fully operational subway extension in 2027, work on the second and third sections of the project is already well under way. A groundbreaking ceremony for Section 2 was held in February 2018. The 2.6-mile Section 2 extension includes additional stations at Wilshire/Rodeo and Century City Constellation. Construction is 49% completed, and revenue service on Section 2 is expected in Q2 2027. In May 2021, a groundbreaking ceremony was held for Section 3 of the project. Construction is currently 34% complete, and consists of another 2.6-mile

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stretch of twin-bored tunnel that will include stations at Westwood/UCLA and a new terminus station at Westwood/VA Hospital in West Los Angeles. Section 3 is scheduled for completion in Q4 2027.

## FTA CIG Support

In addition to providing alternatives analysis, preliminary engineering, final design, and construction services, WSP also worked with Metro to develop a New Starts funding strategy, and to prepare project justification measures, financial reporting, development of the Before and After Plan and Study, and federal environmental impact analyses.

**SOLUTIONS THAT DRIVE DELIVERY**
**We supported Metro with funding strategy, financial reporting, and federal environmental impact analyses to secure $3.7B in FTA New Starts funds.**

Metro is funding the project with proceeds from its Measures R and M half-cent sales tax revenues, and FTA New Starts funds. Metro and FTA entered into a FFGA for Section 1 in 2014 for $1.25B and a FFGA for Section 2 in 2017 for $1.19B. Section 3 was approved into New Starts Engineering in 2018. Metro is financing both sections with Transportation Infrastructure Finance and Innovation Act (TIFIA) loans from the USDOT — one of a handful of transit projects to combine New Starts funding and TIFIA financing.

## Developing and Managing Procurement/Packaging Strategies

As the Engineering Manager supporting Metro in overseeing the project, WSP helped the client develop the packaging and procurement strategy, prepared design to 30%, and developed preliminary engineering drawings and performance specifications for inclusion in the solicitation package for a comprehensive, multidisciplinary DB procurement. Contract packages include:

- DB Procurements
- C1045 Section 1 Underground Stations, Tunnels and Systems
- C1078 Maintenance-of-way Building Location 64
- C1120 Section 2 Underground Stations, Tunnels and Systems
- C1151 Section 3 Tunnels
- C1152 Section 3 Stations and Systems

Four advanced utility relocation procurements, all DBB, and related to the larger DB contracts.



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# BART Experience — Partnership Since The Beginning

*BAY AREA, CA*

*"WSP has been a critical strategic adviser and an invaluable project manager for BART. They have steered us through the FTA process with well-thought-out advice and lots of hard work, and BART executive management looks to WSP for direction as we navigate the CIG Program. WSP has always found the right people to help BART out when we encountered a new need we didn't know we had."*

**Duncan Watry**
Former Principal Planner
BART

**OWNER/CLIENT**
Bay Area Rapid Transit (BART)

**TOTAL PROJECT COST**
Varies

**PROJECT RELEVANCE**
Program Management
BART Standards
Underground Station
At-grade Station
Maintenance Facility
Design-Build
Communication Based Train Control System

**DURATION OF SERVICES**
1951 – Present

## AN UNMATCHED HISTORY

For over 25 years, WSP and HNTB have supported and delivered most of the major BART extensions and programs, including through our PMC role today for BSVII. Combined, WSP and HNTB are presently assigned to more than 25% of BART's active contracts. We describe key projects below.

### Link21

The $25B+ Link21 program is one example of HNTB and WSP collaboration. HNTB has served as the PMC and strategic advisor to both BART and the Capital Corridor Joint Powers Authority (CCJPA) while WSP is a critical JV member on the Planning and Engineering team. Together, we support the program's plan to deliver an interconnected mega-regional passenger rail network.

**LOCAL ADAPTABLE TEAM**
**To streamline and avoid redundancy amongst the four Link21 consultant teams, HNTB created an Integration Team charged with sustaining and promoting communication, coordination, and collaboration across all four work streams.**

HNTB developed program control protocols, developed equity programs, identified funding sources, and facilitated stakeholder engagement. HNTB also supported the procurement of four technical consultant contracts of $600M.

### Earthquake Safety Program

In a JV partnership with Bechtel, HNTB was the lead designer for the $1.3B comprehensive Earthquake Safety Program. In addition to design engineering and environmental support, HNTB provided program coordination (involving more than 200 stakeholders) and DSDC. The program includes more than 40 design contracts and 45 construction contracts. HTNB's delivery oversight included attention to the effective coordination of numerous construction package. For bid evaluation, HNTB assisted with cost estimates and calculations, as well as preparation of engineer's estimates. During construction, the HNTB team supported contract change notices and change orders, QA and record drawing in addition to updating the master schedule, budgets and forecast.

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## On-Call Contracts: GEC Services (WSP) and A/GES Services (HNTB)

WSP continues to be an integral partner helping BART meet its capital, security, and rehabilitation goals. Under our existing contract, we have delivered 30 work plans, including BART Capital Asset Renewal Program Support, San Francisco Transition Structure Marine Barrier, BART Transbay Tube Pump System Upgrades, and a concept of operations plan for the BART to Silicon Valley extension, which was subsequently used to develop the design manual for the BSVII project.

**VALUE OF FOUNDATIONAL KNOWLEDGE**
**Our contributions to establishing the new seismic standards also formed the basis for the expanded BART Facilities Standards (BFS) currently applied throughout the system.**



Since 2017, HNTB performed design, construction, and inspection work under the on-call A/GES contract. Many projects have been part of BART's $3.5B Measure RR State-of-Good-Repair Program. As of 2023, HNTB has committed more than 32% ($18M) of the firm's contract capacity to small and disadvantaged partners. HNTB leads an international team of experts in tunnels and underground surveying to perform tunnel inspections, LiDAR surveys, high-definition photogrammetry, and final design of repairs for water intrusion leaks inside 50 miles of tunnels.

Since 2014, WSP has also been providing on-call architecture and general engineering services (GES) to BART as part of three consecutive GES contracts. In that time, WSP has supported more than 50 projects and task orders, including in the architectural, engineering, procurement, and strategic engineering disciplines to resolve project-related issues. WSP's team manages the Capital Asset Renewal Program, implementing capital project/program schedules, which entails reviewing procurement practices to develop written program management procedures.

## On-Call Contracts: Construction Management (CM) Services (WSP)

WSP is providing a wide range of CM services to support BART's capital improvement program on an on-call basis, including quality assurance, drawing reviews and management, estimating, construction change order management, trackwork, and office engineering. Specific task orders included Concord Shops Wheel Truing Facility, 34.5 kV AC Cable Replacement and Fiber Optic Cables Installation for M-Line, Transbay Tube Internal Retrofit, Biological Monitoring and Geotechnical Support, and DSDC.

## Warm Springs Extension

A critical link to BSV, the Warm Springs Extension included all BART line, track, system, and stations components. It also featured a tunnel under Lake Elizabeth. HNTB was the Lead Designer for Warm Springs Constructors, a Kiewit/Mass Electric JV, supporting the Line, Track, Station and Systems (LTSS) Contract for the 5.4-mile extension. WSP was the lead firm for the general engineering consultant (GEC) team that was responsible for preparing the DB documents and serving as owner's engineer during station construction. The WSP team prepared the final design and provided DSDC for this geotechnically challenging scope, which consisted of a stabilized embankment through an environmentally sensitive detention pond over the Hayward Fault, a cut-and-cover subway box, subway transition structures, ventilation structures, and relocated park facilities.

## SFO Extension

The 8.7-mile San Francisco International Airport (SFO) extension was the first DB transit project in country, and also the first DB project funded by the FTA, with a $750M FFGA grant. Under separate contracts, the HNTB and WSP team served as Architect and Engineer of Record and BART's Representative. A key challenge was construction of the cut-and-cover tunnel and trenches over 6 miles through four cities and an international airport. With UPRR allowing only a two-day weekend closure, we developed a rapid rolling construction sequence that enabled the HNTB team to vacate and fence an area, relocate utilities, drive piling/shoring, and excavate the segment within a matter of days.

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*BSVII tunnel boring machine (TBM) at Herrenknect factory in Schwanau, Germany*

SECTION B

# Organization and Staffing

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# B. ORGANIZATION AND STAFFING

## AT A GLANCE

BSV Delivery Partners' organization and staffing presents our vision for the program from today to completion and turnover. Key updates from our proposal for this section are described below.

### Alignment of Goals and Expectations

We address each of the five key areas in the BAFO for this section to demonstrate how our team will deliver the best value.

### Staff Organization

We are excited to present a revamped organizational chart shaped by the revised key areas identified in the BAFO with a team structure that we are confident will help make this project a success. For each staff member identified in the organizational chart, we summarize their roles, qualifications, and experience.

### Staffing Levels

We adjusted our staffing levels to align with the current project status needs and future outlook.

## A LEAN, LOCAL, AND ADAPTABLE TEAM

Led by our world-class transit program manager, **Kieran Spillane**, BSV Delivery Partners' local, dedicated team is organized to reduce unnecessary costs, improve efficiencies, and meet program needs. **Our team structure and demonstrated adaptability will help VTA maximize available funding and keep the project moving forward, by bringing the right resources at the right time.** Our staff allocation will scale over the life of the program to be cost-effective. This scalable organization has worked well, demonstrated by our ability to scale up or down based on needs by prioritizing program tasks to keep the project moving forward with available funding. For succession planning and additional resources needs, we offer a deep bench of as-needed support staff.

## THE VALUE OF FOUNDATIONAL KNOWLEDGE

We bring VTA unmatched project history and a dedicated team of trusted professionals who have served on the program for years. Our team brings established relationships, and requires no learning curve. Upon NTP, key activities will be in progress to support the FFGA application. Our team will use their program knowledge to provide continuity with ongoing work. **This will reduce management costs, help maintain coordination with funding agencies such as the FTA, and help VTA maintain program momentum during this critical time.**

## SOLUTIONS THAT DRIVE DELIVERY

We offer VTA a team of seasoned strategic advisors in key disciplines, including project delivery, constructability, tunnel construction, procurement and alternative delivery, FTA coordination, and external relations—in addition to fresh talent with experienced perspectives. They will support our core team, and give you expert guidance on challenging issues to drive results. **Our team provides you with access to expertise and lessons learned from other local and worldwide projects, helping you to avoid delays caused by technical and regulatory compliance issues.**

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# PROJECT PROGRAM ORGANIZATION

BSV Delivery Partners has been with this program since the beginning, and our team and its structure has evolved to match the program's needs. Our current focus is on closing a funding gap and working on the FFGA application to help you obtain the federal dollars committed. Initial construction work began last year and the final designs for all four construction packages are moving forward.

Over the next few years, we will transition from design to construction, and will eventually wind down as we get closer to project closeout. To accomplish this work successfully, we have developed a lean, local, and adaptable team depicted in the organization chart shown in **Exhibit B.2**. This team consists of:

- A **core team of local leaders and key personnel**, overseen by Program Manager **Kieran Spillane,** who will serve as VTA's primary points of contact to deliver the PMC scope of work for the program. Kieran has a proven track record of delivering large, complex transit programs, most recently Second Avenue Subway in New York City where he directed multidisciplinary teams of over 150 professionals and implemented cost-containment strategies saving over $1B. Kieran will be supported strategic advisors **Peter Zuk** and **Sarah Hersom**. Peter brings experience leading mega rail projects in US, Canada, and Europe while Sarah has been a core part of the BSVII PMC team since its inception seven years ago, and led the team as Program Manager from 2020 to 2023.
- A **dedicated team of local office staff** to carry out day-to-day responsibilities and keep the program moving.
- A **bench of as-needed resources** brought in when program needs require as shown in **Exhibit B.3**. This team will include subject-matter experts (SMEs) for both technical and cost estimating needs as well as other important support and administrative functions. This bench will not only allow us to mobilize staff when needed, but it will also enable succession planning over the life of the program to promote a smooth transition of PMC personnel when needed.



*Kieran Spillane, Peter Zuk, Chuck Morganson, and Bryce Little talk with Bechtel representatives on construction progress at the West Portal site.*



*Sarah Hersom with her two daughters at the construction site.*

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*Provided below are our responses to the amended Section VI. Evaluation Criteria for Organization and Staffing to demonstrate how BSV Delivery Partners offers the best value to VTA for the Program Management Consultant contract for BSVII.*

# 1. ALIGNMENT OF GOALS AND EXPECTATIONS

***BAFO QUESTION:** Describe how all team members have agreed on shared objectives.*

## Alignment with Program Goals

BSV Delivery Partners anchors our team on the BSVII program's near term focus and longer term schedule and cost objectives. Our joint venture leverages the lean, local, adaptable approach to staffing across disciplines and contracts to make sure we have the right mix of staff given both the short- and long-term goals. Having dedicated, assigned staff with clear roles on the program facilitates alignment within our team as well as with VTA and your stakeholders.

As an example, the program's current focus is on near-term activities to secure the FFGA and move towards construction to keep the program on schedule and budget. Therefore, our team is staffed and focused on activities such as preparedness for the FFGA, progressing final design, identifying the best path forward for tunnel construction, supporting decision-making for packaging and delivery of the remainder of the program, and assisting VTA with strategies for any additional or supplemental funds needed. As the program moves forward and evolves, BSV Delivery Partners will continue to evaluate and adapt our staffing to make sure we are aligned with the program's priorities.

## Documented, Up-to-Date Workplans

BSV Delivery Partners presents our integrated first-year plan in **Section D**, including tasks, milestones, and KPIs. Upon the kickoff of the new contract, we will roll out this work plan to our team, including any adjustments resulting from discussions with VTA. This workplan is version-controlled and will be updated over time to establish shared targets for scope, schedule, and risk.

BSV Delivery Partners will leverage our work plans as essential communication tools to align both staff and leadership on shared objectives. The work plan details specific tasks, critical milestones, and KPIs, providing clarity on what is expected from each team member and when deliverables are due. By outlining scope, schedule, and risk targets, the plan ensures that all personnel—from technical staff to program leadership—understand the program's priorities and how their roles contribute to overall success.

Regular updates and version control of the work plan allow for transparent tracking of progress and facilitate swift responses to changing program needs or stakeholder feedback. Leadership uses the work plan to monitor advancement toward major program goals, while staff refer to it for day-to-day guidance and accountability. This structured approach fosters a culture of shared responsibility, enhances coordination across disciplines, and helps maintain alignment with the program's long-term vision and immediate operational requirements.

## Consistent Decision Matrices and Packaging Criteria

Implementing decision trees or matrices with clearly defined criteria for contract packaging empowers all team members, including the PMC, GEC, and CMS, to follow a consistent, transparent process when making critical project decisions. By outlining specific benchmarks and evaluation factors, these tools provide a shared framework for assessing options, weighing trade-offs, and reaching consensus. This approach reduces ambiguity, ensuring that every participant understands the rationale behind packaging choices and how those choices support the broader program goals.

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Additionally, decision matrices (example shown in **Exhibit B.1** below) foster open communication and accountability by documenting the factors considered in each decision and the rationale for the final selection. This enables the full project team to reference a single source of truth when discussing contract strategies, which helps prevent misunderstandings and misalignment. Ultimately, using structured decision tools ensures that the PMC, GEC, and CMS remain focused on delivering outcomes that meet the program's objectives for scope, schedule, and budget, while also adapting efficiently to changing requirements or stakeholder feedback.

*Exhibit B.1: Examples below from our 2025 Tunnel Contract Delivery Strategy report for BSVII that summarize an evaluation of the delivery method options.*

***Support for Goals/Objectives***

Table 4 summarizes the extent to which each delivery option supports successful achievement of the identified procurement goals/delivery objectives. For each goal/objective, higher is better.

Table 4. Summary of Delivery Model Support for Procurement Goals/Delivery Objectives

| Description | Weight | DBB | CMGC | DB |
|---|---|---|---|---|
| Minimize Cost/Support Affordability | High | High | Medium | High |
| Project Schedule | High | Low | Medium | Low |
| Contractor Competition | High | Low | Medium | Medium |
| Future Flexibility/Optionality | High | Medium | High | Low |
| Early Cost Commitment | Medium | Medium | Medium | High |
| Early Station Opening/MOS | Medium | Low | Medium | Low |

Further details supporting the analysis of each Goal/Objective are included in Appendix C.

***Mitigation/Avoidance of Critical Risks***

Table 5 summarizes the extent to which each delivery option supports successful mitigation or avoidance of the identified critical risks. For each goal/objective, lower is better.

Table 5. Summary of Delivery Model Support for Mitigation/Avoidance of Critical Project Risks

| Description | Weight | DBB | CMGC | DB |
|---|---|---|---|---|
| Owner Furnished TBM | High | Very High | High | High |
| Agency Capacity | High | Low | Medium | Medium |
| Construction Interfaces | Medium | Medium | Medium | High |
| VTA liability for risks after pricing | Medium | Medium | Low | High |
| Stakeholder/Community Impact | Medium | Low | Low | Low |
| Early Termination/Failure to Award | Medium | Low | Medium | Medium |
| Real Estate Impacting Schedule | Low | Very Low | Very Low | Very Low |
| Utility Relocations Impacting Schedule | Low | Low | Low | Low |
| Impact of Settlement/Sinkhole | Low | High | Medium | High |
| West Portal Dewatering | Low | High | High | High |
| Third Party Coordination | Low | Medium | Medium | High |

Further details supporting the analysis are included in Appendix D.

***BAFO Question:*** *Explain how expectations are set and managed across the team.*

BSVII Delivery Partners will leverage **three key tools** to set and manage expectations across our team.




## (1) Explicit Roles and Design Rights

**We make roles and decision rights explicit via a RACI framework and Owner's Rep hybrid governance layout.** The RACI matrix clearly delineates who is Responsible, Accountable, Consulted, and Informed for each task or decision, ensuring that every team member understands their specific responsibilities and authority within the project. This clarity is essential for preventing overlaps, gaps, or confusion during execution, especially as the program's activities become more complex. The Owner's Rep hybrid governance structure supplements this by defining the escalation paths and oversight responsibilities, further reinforcing transparent channels for approvals and decision-making. These tools are not only documented but also actively embedded into our organizational culture through onboarding sessions, ongoing training, and routine reference during meetings and task assignments. By consistently applying these frameworks, we build a culture of accountability, streamline coordination among BSV Delivery Partners, and ensure that both new and existing team members are aligned with expectations from day one. This approach enables efficient collaboration and facilitates swift, well-informed decision-making, which is crucial for keeping the program on schedule and aligned with its broader objectives.

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## (2) Documented Management Plans

**We operationalize expectations using more than 45 management plans,** including the Project Management Plan (PMP), Management Control and Assurance Plan (MCAP), as well as risk and controls plans, that collectively define the required outputs, establish the cadence for activities, and detail the approval workflows necessary for seamless project execution. Each of these management plans serves as a critical reference for team members, outlining the standards and procedures that must be followed to ensure consistency and quality across all deliverables. By setting clear guidelines for reporting, review cycles, and escalation protocols, these plans also provide a structured framework for accountability, making it easy to track progress and identify areas where corrective action may be required. Furthermore, they support comprehensive performance reporting to key stakeholders such as VTA, BART, and the FTA, ensuring transparency and fostering trust. Through ongoing updates and integration into daily operations, these management plans help embed a culture of discipline and continuous improvement within the team, making expectations not only clear but actionable at every level of the organization.

## (3) Transparent Reporting:

**"Ball-in-court" and aging reports make deadlines visible and drive timely resolution of actions, submittals, and changes.** By tracking which team member or stakeholder is currently responsible for a task, these reports create clear accountability and prevent important activities from falling through the cracks. The aging aspect highlights how long an item has been outstanding, enabling leadership and project managers to quickly identify bottlenecks, prioritize urgent matters, and follow up on overdue actions. This transparency ensures that everyone remains aware of pending obligations and the status of critical deliverables, supporting proactive management and fostering a sense of ownership among all participants. By routinely reviewing and sharing these reports during meetings or status updates, BSVII Delivery Partners reinforce the importance of meeting deadlines and empower the team to take corrective actions before issues escalate. Ultimately, this structured reporting mechanism contributes to maintaining project momentum, minimizing delays, and ensuring that the team consistently achieves established milestones and program objectives.

# 2. COMMUNICATION AND COLLABORATION

***BAFO QUESTION:*** *Outline how the team will maintain clear, consistent communication.*

Project controls provides the foundation for how our team will maintain clear, consistent communication. **The PICS will serve as the single source of program information** by integrating the P6 schedule, cost, risk, document control, BIM 360 drawings, and geospatial data. By consolidating these diverse data streams into one unified platform, PICS ensures that every team member and stakeholder can access the most up-to-date and accurate information at any given time. Real-time analytics and authoritative dashboards empower both leadership and working teams to monitor project progress, identify potential risks or delays, and make informed decisions swiftly. This centralized approach reduces the risk of miscommunication or data silos, as all relevant documentation, drawings, and controls are maintained in a single system. Moreover, PICS supports seamless collaboration by providing customizable views and reports tailored to different audiences, such as VTA, BART, CMS, and PMOC, thereby enhancing transparency and supporting effective governance. The integration of geospatial data and BIM 360 drawings further enables advanced visualization and scenario planning, improving the team's ability to anticipate challenges and respond proactively. Through consistent use of PICS, the project benefits from enhanced accountability, streamlined workflows, and a strengthened culture of data-driven decision-making, ensuring that communication remains clear and consistent across all levels of the organization.

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**BSV Delivery Partners will schedule and conduct regular meetings and workshops** to communicate, monitor, and control program status. These activities include cost, schedule, risk, and change reviews, as well as packaging and contracting workshops and other dedicated workshops or task forces as needed. By establishing structured monthly and weekly rhythms for these sessions, the team ensures continuous alignment on key project elements and provides opportunities to address emerging issues promptly. Each meeting is designed with clear objectives and agendas, fostering focused discussions and ensuring that all critical topics are addressed efficiently. These regular gatherings also serve as forums for transparent reporting, where integrated dashboards and narrative rollups—encompassing scope, cost, schedule, and key performance indicators—are reviewed and shared with stakeholders such as VTA, BART, CMS, and PMOC. This approach not only keeps the team informed and accountable but also supports timely governance and decision-making processes. By documenting decisions, action items, and lessons learned during these meetings, the team creates a comprehensive audit trail, which is essential for tracking progress, capturing institutional knowledge, and facilitating continuous improvement. Ultimately, these meeting rhythms and workshops play a vital role in maintaining open lines of communication, reinforcing a culture of collaboration, and driving the project toward successful delivery.

***BAFO Question:*** *Describe tools, processes, or practices that will support effective collaboration.*

BSV Delivery Partners has worked with VTA over the past several years to implement platforms and processes that enable effective collaboration on the BSVII program.

- **Aconex and Unifier** will be used to process submittals, RFIs, transmittals, and contract workflows.
- **Meeting notes tracking** will be implemented through a global Outlook calendar
- **Change dashboards** with status/aging
- **Non conformance tracking** for quality oversight.
- **Model based design coordination (BIM 360, Bluebeam, BIM Track)** to manage interfaces and handover milestones across contracts; interface obligations are documented and monitored.

**Cross-functional working sessions,** such as packaging and facilities workshops, play a crucial role in fostering effective collaboration among diverse teams. By bringing together representatives from different disciplines, including engineering, procurement, construction, and quality assurance, these sessions facilitate open dialogue and holistic problem-solving, ensuring that all perspectives are considered in decision-making. During these workshops, tasks, risks, and ownership are clearly documented, which not only promotes accountability but also helps maintain continuity and follow-through on critical decisions. Assigning specific owners to each task and risk ensures that responsibilities are well-defined and that progress can be tracked transparently.

Furthermore, documenting decisions in real time prevents the need to revisit previously resolved issues, ensuring that decisions "stay decided" and enabling the team to maintain momentum. This structured, collaborative approach reduces ambiguity, minimizes rework, and supports the seamless integration of workstreams across multiple contracts. Ultimately, these cross-functional working sessions help break down silos, encourage knowledge sharing, and drive the project toward shared objectives by keeping everyone aligned and informed throughout the program lifecycle.

## 3. ORGANIZATIONAL CULTURE DIFFERENCES

***BAFO Question:*** *Explain any substantial differences in company cultures.*

BSV Delivery Partners is led by a joint venture of HNTB and WSP. Both firms emphasize integrity, technical excellence, and a strong commitment to serving communities, values that translate directly into our firms' work on major transportation and rail projects. WSP highlights ethics, transparency, and health and safety as core elements of our culture, placing the highest ethical standards at the center of everything we do

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and emphasizing responsible practices that shape future communities through sustainable infrastructure solutions. Similarly, HNTB's culture is built on integrity, respect, technical excellence, and a commitment to improving communities, with a focus on collaboration and personal accountability across our nationwide project teams. Both firms also underscore the importance of teamwork and multidisciplinary collaboration—essential values for successful delivery in complex rail and transit programs.

While both organizations share foundational values, our JV partners express our firms' cultures in distinct yet compatible ways. HNTB has a long-standing identity as a U.S.-based, employee owned firm where culture is rooted in personal responsibility, leader development, and a "people empowered" philosophy. As a global, innovation driven professional services firm, WSP has a passion for connecting people across a worldwide network and our focus on sustainability, technical expertise, and shaping communities through long-term, future oriented solutions. While there are nuanced differences between our two firms, the common thread is our commitment to serving our clients and their communities through the delivery of world-class professional services.

Above all, we embrace a "project-first" culture. While HNTB and WSP share similar values, **every team member wears the BSVII hat and works together in the best interest of the program.** This mindset ensures decisions and actions are guided by what benefits VTA and the success of BSVII—not individual firm priorities.

***BAFO Question:*** *Explain how these differences will be managed to promote unity and productivity.*

As two of the nation's leading transportation engineering firms, WSP and HNTB have a long history of collaboration—whether as partners on BSVII or in complementary roles on programs like California High-Speed Rail, Hampton Roads, and Central Subway. On BSVII, we operate as a unified team, setting aside individual identities to focus on VTA's success and leveraging the strengths of both firms.

BSV Delivery Partners promotes unity and productivity through an active JV Board—Shannon Gaffney and Jeff Watson (HNTB) and Shalonda Baldwin and John Fisher (WSP)—empowered to make decisions and mobilize resources. The board meets biweekly with PMC leadership to address delivery issues, foster collaboration, and engage VTA executives for strategic support.



***"As a member of the JV Board, my North star is the successful delivery of the overall program. The Board works together to ensure that everyone on the delivery team, regardless of which firm they work for, understands that every decision is made in service of the program. We mobilize the best-qualified resources across the partnership, so the work never waits. We also work together to address any challenges that arise, again focused on what is best for the BSV II program."***

**Shannon Gaffney,**
JV Board Member,
HNTB Northern California and
Nevada Office Leader



***"It is with great pride that I serve as a member of the JV Board and contribute to the successful delivery of BSVII for VTA. The JV Board is committed to fostering a culture of collaboration across the team and ensuring proactive decision making with a lens for looking ahead. We are committed to bringing the technical expertise, talent, and dedicated resources for the successful delivery for the BSVII program and the future of transportation for communities across the Bay Area."***

**Shalonda Baldwin,**
JV Board Member,
WSP California Business Leader

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Our culture of unity starts at the top and is reinforced by strong leadership, including Kieran Spillane as PM, team members with deep VTA knowledge, and diverse expertise from JV partners and subconsultants. We embrace constructive debate to drive optimal solutions while remaining vigilant as priorities evolve. Alignment is maintained through regular JV Board and senior staff meetings to share information, identify priorities, and ensure coordinated work. We complement these processes with team-building activities and milestone celebrations, often with VTA participation. When staff cannot align with this culture, we act promptly to minimize disruption.

Our eight-year partnership has strengthened JV cohesion. A recent example: the JV Board's collaborative selection of Kieran Spillane as PM after a thorough search. We remain committed to continuous improvement, collaboration, and unity for VTA's benefit.

## 4. DECISION-MAKING AUTHORITY

***BAFO Question:*** *Clarify who has the authority to make key decisions.*

Key decision-making authority within the BSV Delivery Partners team is structured to ensure clarity, efficiency, and alignment with VTA's expectations. For major program decisions, including scope, cost, schedule, risk posture, and packaging strategy, authority is shared between VTA and the joint venture program management (PM) leadership, and ultimately with the Program Manager. These decisions are governed by documented decision matrices, with specialty task forces (such as Contracting/Packaging) providing recommendations based on established criteria before final adjudication by VTA. This approach ensures that strategic choices receive thorough review and input from both the JV and the owner, while maintaining oversight at the highest level to safeguard the program's objectives.

Operational decisions, such as submittals, RFIs, changes, and field coordination, are managed through contract workflows in platforms like Aconex and Unifier. These workflows establish clear "ball in court" ownership, so responsibilities are well-defined and actions are tracked to prevent bottlenecks. Role clarity is reinforced through RACI artifacts that link decision domains, such as technical standards, baseline changes, stakeholder commitments, and QA compliance, to specific individuals or teams. This structure allows decisions to be made at the lowest appropriate level, empowering staff while ensuring necessary touchpoints with VTA leads to avoid isolated or redundant efforts. By delegating authority thoughtfully and maintaining robust protocols, the team promotes both unity and productivity in decision-making.

***BAFO Question:*** *Describe how decisions will be made timely, efficiently and fairly across the team.*

Decisions within the BSV Delivery Partners team are structured to ensure they are made in a timely, efficient, and fair manner. Each decision record is assigned specific due dates, clearly defined prerequisites, and established escalation paths, with aging tracked via dashboards to maintain momentum and adherence to schedule. This disciplined approach prevents delays and ensures the team remains on track by monitoring outstanding decisions and proactively addressing any bottlenecks.

To promote fairness and objectivity, decision options are evaluated using structured, evidence-based criteria. This includes comprehensive assessments of cost, schedule, and risk, as well as input from market soundings when appropriate—such as for package sizing or delivery models. Transparency is maintained throughout the process, as all decisions and their rationales are documented in logs and incorporated into monthly progress reports shared with VTA, the Project Management Oversight Contractor (PMOC), and the VTA Board as needed. This combination of time-bound gates, objective evaluation, and open reporting ensures that decisions are made efficiently, equitably, and with full accountability across the team.

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# 5. TRUST AND RELATIONSHIP BUILDING

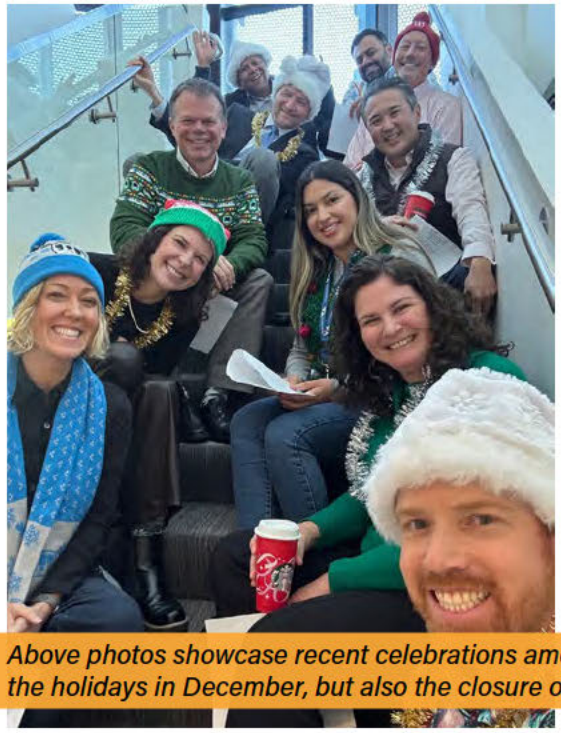
***BAFO Question:*** *Share how the team plans to build trust and strong working relationships. Include any team-building efforts, shared values, or prior informal collaborations.*

Trust and strong working relationships are fundamental to effective collaboration and progress. Our team benefits from eight years of continuity and foundational knowledge on BSVII, with established connections not only within VTA but also with key external stakeholders such as BART, Community Working Groups, and local cities. This history enables us to operate seamlessly as a unified team.

We demonstrate visible collaboration through co-located core teams and program ceremonies such as the West Portal groundbreaking, where we celebrate shared ownership and collective achievements. Our commitment to transparency, accountability, and a problem-solving mindset is embedded in our work plans and KPIs. To sustain trust, we conduct regular pulse checks with VTA leadership and partners.

As new team members join and changes occur, we are intentional about integrating everyone into the team culture. We will continue to look for opportunities such as a monthly happy hour or team lunch for the PMC team to build trust and relationships outside of the daily course of work. We recognize that trust is earned over time, not assumed from day one. Bringing the right people into the right roles, valuing both technical expertise and attitude, is our first priority. Trust is further built by expecting team members to listen carefully to VTA and team needs before proposing solutions, and by consistently delivering on commitments.

> *"The HNTB-WSP team brings the kind of professionalism and teamwork that make a real difference on a complex project like CP2. They are collaborative, solution-oriented, and always focused on what moves the project forward. When challenges arise, they don't just point them out — they work with us to find a win-win solution. It's been a great experience working together toward a shared goal."*
>
> **Kari Larsen,**
> KST Deputy Project Director







*Above photos showcase recent celebrations among members from VTA, PMC, and CMS. We not only celebrated the holidays in December, but also the closure of two design packages.*

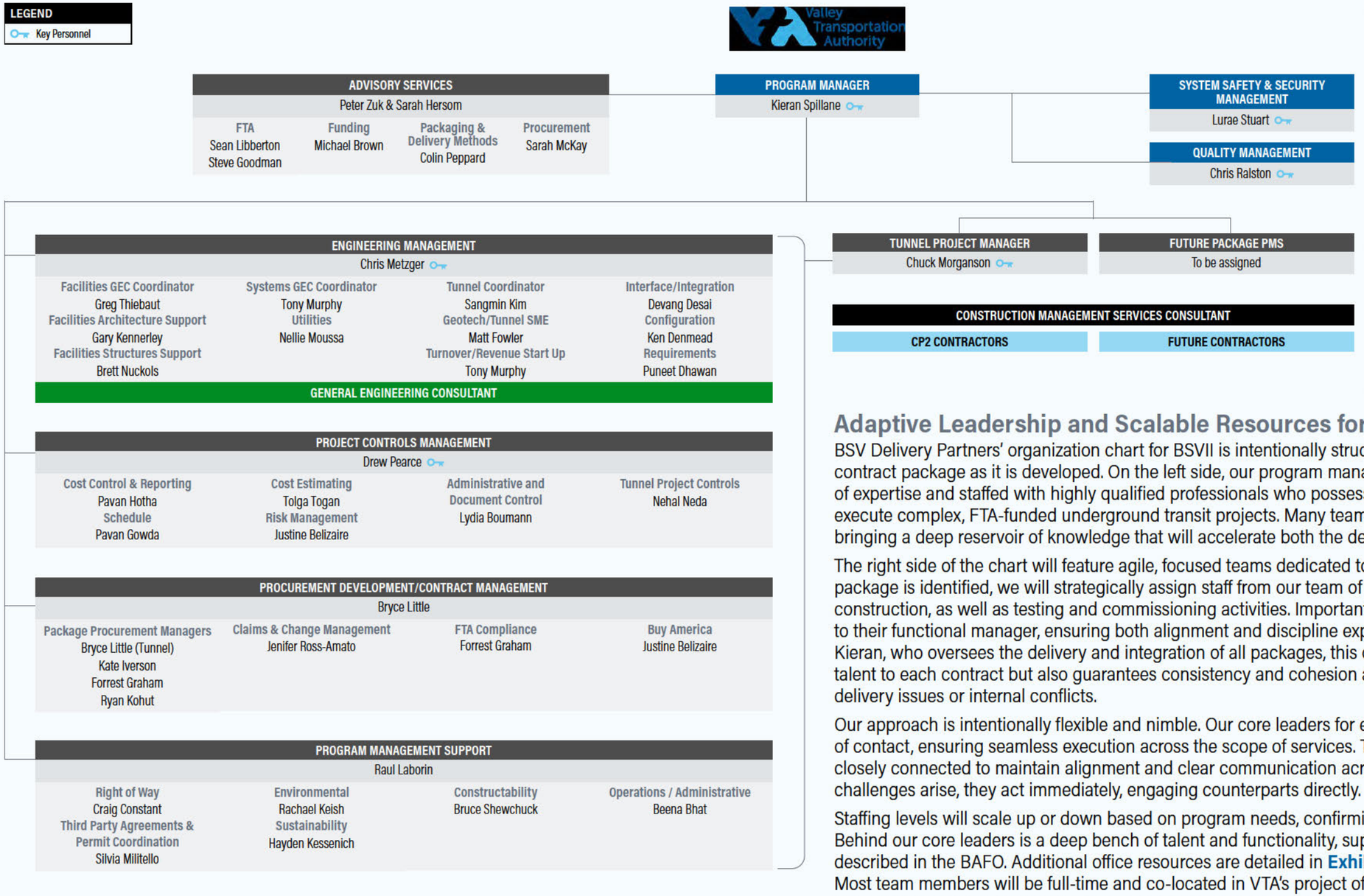
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# PROGRAM ORGANIZATION CHART

BSV Delivery Partners' organizational chart, **Exhibit B.2**, shows our core leadership team and dedicated office staff who will deliver the bulk of our scope of services on the program. Most of our team members are local, Northern California-based professionals who are easily accessible to the VTA staff. Our comprehensive organization chart shows staffing levels that align with our staffing plan in **Exhibit B.6**.

*Exhibit B.2: BSV Delivery Partners' local program management organization is comprised of a core team of experienced leaders supported by dedicated professionals to deliver the BSVII program on time and on budget.*




## Adaptive Leadership and Scalable Resources for Seamless Delivery

BSV Delivery Partners' organization chart for BSVII is intentionally structured to deliver the precise expertise required for each contract package as it is developed. On the left side, our program management team is organized by discipline and areas of expertise and staffed with highly qualified professionals who possess the specialized skills and experience necessary to execute complex, FTA-funded underground transit projects. Many team members are already actively engaged in the program, bringing a deep reservoir of knowledge that will accelerate both the development and successful delivery of the program.

The right side of the chart will feature agile, focused teams dedicated to supporting one or more contract packages. As each package is identified, we will strategically assign staff from our team of experts to drive procurement, contracting, design, construction, as well as testing and commissioning activities. Importantly, these team members also maintain a reporting line to their functional manager, ensuring both alignment and discipline expertise. Under the leadership of our program manager, Kieran, who oversees the delivery and integration of all packages, this organization not only empowers us to assign the right talent to each contract but also guarantees consistency and cohesion across all packages—significantly reducing the risk of delivery issues or internal conflicts.

Our approach is intentionally flexible and nimble. Our core leaders for each functional area will serve as VTA's primary points of contact, ensuring seamless execution across the scope of services. These leaders are hands-on problem solvers who stay closely connected to maintain alignment and clear communication across all functions. They drive progress proactively—if challenges arise, they act immediately, engaging counterparts directly.

Staffing levels will scale up or down based on program needs, confirming the right resources are in place at the right time. Behind our core leaders is a deep bench of talent and functionality, supported by dedicated staff fulfilling subfunction roles as described in the BAFO. Additional office resources are detailed in **Exhibit B.3**. Our subconsultant firms are listed in **Exhibit B.4.** Most team members will be full-time and co-located in VTA's project office, working under VTA's direction and our leadership team to keep production moving forward. This dynamic structure allows us to adapt quickly while maintaining continuity and quality at every level.

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# PERSONNEL ROLES AND RESPONSIBILITIES

BSVII is a complex program requiring multiple key areas of support to successfully complete. From our past experience guiding this program to the current phase, we understand the importance of a lean and adaptable program management team, staffed with experienced and local personnel. Our proposed staffing structure is based on our understanding of program needs, discussions with VTA staff, and the program's Management Capacity and Capability Plan, as accepted by the FTA for the Entry to Engineering Milestone. This structure will enable BSV Delivery Partners to continue to provide VTA with the right level of resources at the right time, helping you manage costs, and provide comprehensive support.

## a. Program Management/g. Advisory Services

### CORE LEADERSHIP









This level of support starts with the personnel assigned to lead key scope areas beginning with our Deputy Chief/Program Manager, **Kieran Spillane**. He will continue to report directly to VTA's Chief Megaprojects Officer, Tom Maguire. Kieran brings a wealth of experience on complex transit programs and will be supported by our Strategic Advisors **Peter Zuk** and **Sarah Hersom**. They will support VTA executive leadership with Board requests, funding discussions, and other initiatives, providing recommendations and solutions to emerging challenges. Peter will focus on organizational efficiencies and external stakeholder strategies, while Sarah will ensure historic continuity, connect BSV to home office resources, and lead special projects as needed.

.As the Tunnel Project Manager, **Chuck Morganson** will continue in this role overseeing the progressive design-build contractor. He has participated in monthly executive partnering with VTA and KST for two years, and worked to fulfill contracting and payment commitments agreed to by all parties. His positive working relationship with the contractor at all levels will benefit VTA through advancing ongoing construction progress and navigating future contracting negotiations and milestones. Additional package managers will be assigned as needed based on final Contract Packaging approach.

We also propose subject matter experts for the Advisory Team: **Sean Libberton** and **Steve Goodman** will provide FTA management leadership on all FTA-related compliance and reporting requirements, ensuring procurement and contract documentation meet federal standards; **Michael Brown** will manage funding compliance and documentation, aligning procurement activities with financial requirements and supporting funding-related reporting.; **Colin Peppard** will develop strategies for packaging and delivery methods, ensuring alignment with client vision and optimizing risk allocation across contract packages; and **Sarah McKay** as Procurement Specialist will develops strategies for packaging and delivery methods, ensuring alignment with client vision and optimizing risk allocation across contract packages.

### PROJECT MANAGEMENT SUPPORT



**Raul Laborin** will oversee the Program Management Support Team with administrative support from **Beena Bhat** and our business team. Raul will help manage our bench of SME resources engaged on an as-needed basis, and support on GEC contract management when needed. Beena and our business team will help VTA control costs and proactively manage our contract. They will oversee all subcontractor invoicing, scheduling, and progress to verify that personnel assigned and/or are working on the program are needed and justified. This will help to reduce unnecessary spending and inefficiencies.

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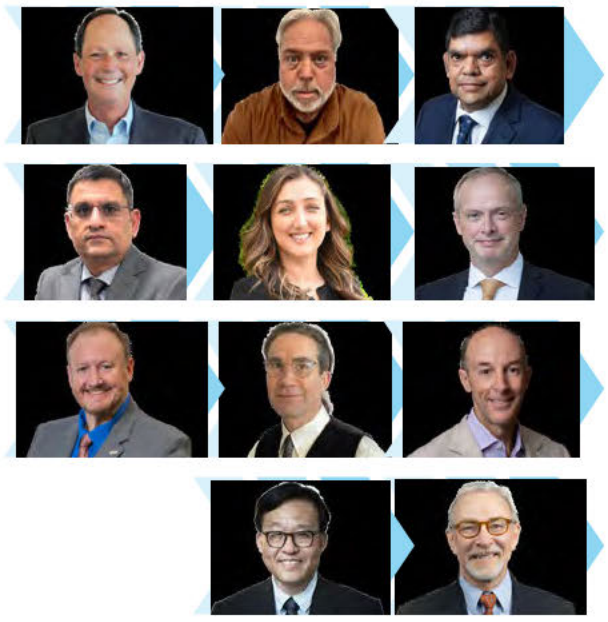




For sub-functional leads support, we have assigned **Craig Constant** as the ROW Lead to monitor impacts to private property and the surrounding community. **Rachael Keish** will continue as the Environmental Lead. **Hayden Kessenich** will continue to support Rachael on the Environmental team while also filling the sustainability lead role, garnering further efficiencies for VTA. Rachael and Hayden will help VTA coordinate and lead environmental and sustainability coordination with outside agencies. **Silvia Militello** will serve as Third-Party Agreement and Permit Coordination Lead. This group will work closely with VTA's stakeholder management and outreach contractor.

Recognizing that CMS will lead constructability reviews, BSV Delivery Partners will provide support as requested by VTA. **Bruce Shewchuk** will lead constructability reviews from PMC side, assigning an independent, multi-disciplinary team from our bench of SMEs to conduct the FTA-required reviews.

## b. Engineering Management



Our Engineering Manager and support staff will manage this program's critical engineering components. We have assigned **Chris Metzger** of EPC as the Engineering Manager given his long history with VTA as well as familiarity with the BSVII program from his participation on the GEC contract and this contract.

Support staff reporting to the Engineering Manager include Configuration Management Lead **Ken Denmead,** Interface/ Integration Lead **Devang Desai**, and Requirements Management Lead **Puneet Dhawan**. We have assigned **Nellie Moussa** as the Utilities Lead to validate and monitor third-party utility design requirement implementation.

For the individual contract packages and project aspects, Chris will also oversee Systems GEC Coordinator **Tony Murphy**, Facilities GEC Coordinator **Greg Thiebaut**, and Facilities Architecture and Structures Support **Gary Kennerley** and **Brett Nuckols**. For the tunnel, Chris and Chuck will be supported by Tunnel Coordinator **Sangmin Kim.** Additional support will be provided by Geotechnical/Tunnel SME **Matt Fowler** and as the project nears completion, **Tony Murphy** for Turnover/ Revenue Start Up.

## c. Program Controls Management



This team provides comprehensive oversight of all project control functions for BSVII, ensuring disciplined management of schedule, cost, risk, and reporting. **Drew Pearce** will continue in his leadership role as the Program Controls Manager, responsible for the alignment of controls processes with program objectives and provides executive-level oversight of performance metrics and compliance. As Cost Control & Reporting Lead, **Pavan Hotha** will promote accurate tracking of expenditures, forecasts, and financial trends, delivering transparent and timely cost performance reports to stakeholders. **Pavan Gowda,** as Schedule Lead, will manage the development and maintenance of the integrated master schedule. Pavan drives schedule optimization,

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monitors critical path activities, and provides forward-looking projections to support decision-making. **Tolga Togan** leads preparation and validation of detailed cost estimates for all phases of the program. Tolga ensures estimates reflect current market conditions, risk contingencies, and program delivery strategies. **Justine Belizaire** directs risk identification, analysis, and mitigation planning. She maintains the risk register, conducts periodic risk assessments, and integrates risk strategies into cost and schedule forecasts. **Lydia Boumann** manages document control systems and administrative workflows. Lydia is responsible for timely distribution of project documentation, maintaining version control, and supporting compliance with program governance standards.

## d. Quality Management



Quality management is a key component of any FTA-funded program. Our Quality Manager, **Chris Ralston** of QEI, will report directly to VTA's General Manager or their designee, and will oversee the quality oversight team. This group will be responsible for QA oversight of all contracts on the program and verify full compliance with applicable requirements and contractual responsibilities.

## e. Safety and Security



Safety is paramount for completed facilities, operators, passengers, and general public. Like Quality Management, our proposed Safety and Security Manager, **Lurae Stuart** will report directly to VTA's General Manager per FTA guidelines. Lurae will oversee BSVII safety and security requirements, including administration of the Safety and Security Program, and coordinate safety and security issues with the program manager.

## f. Procurement Development/Contract Management



The Procurement Development/Contract Management Team will be led by **Bryce Little**, with a flexible bench of package procurement managers that scales as construction progresses and individual contract packages are defined in alignment with the client's evolving vision. Our bench model ensures the right expertise is deployed at the right time for each discrete package—consistent with the client's priorities and sequencing. We propose Bryce to lead the Tunnel Package. The bench also includes **Kate Iverson, Forrest Graham,** and **Ryan Kohut**. Forrest—based in Silicon Valley and formerly a Region IX regional counsel—will provide oversight and guidance for FTA compliance. **Justine Belizaire** will serve as Buy America SME for verification and compliance, including development and execution of package-specific verification plans, supplier documentation reviews, and readiness checks for FTA submissions. **Jenifer Ross-Amato** will oversee the claims and change management process in coordination with the CMS and maintain integration across all packages and contracts.

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# PERSONNEL QUALIFICATIONS AND EXPERIENCE

We summarize below the qualifications and experience of our proposed key personnel and key subfunction personnel. We also included resumes in **Section C** for key personnel as identified in the BAFO to further demonstrate their qualifications for their proposed role.

**LEGEND** Key Personnel + Key Subfunction Personnel

| Name and Role | Relevant Qualifications | Relevant Experience |
|---|---|---|
| Kieran Spillane, PE* <br>Deputy Chief/Program Manager | For the last 25+ years, Kieran has held key roles in delivering complex transit programs, with a specialized focus on underground tunneling systems and mined stations. He has directed multidisciplinary teams of over 150 professionals, implemented cost-containment strategies saving over $1B. | • Project Manager, MTA Construction and Development, Second Avenue Subway Phase 2<br>• Deputy Project Manager, New York Transit Authority, Number 7 Line Subway Extension<br>• Design Manager, Maryland Transit Administration, Red Line Light Rail Transit System Engineering |
| Chuck Morganson, PE, CCM <br>Tunnel Project Manager | Chuck has extensive experience with significant underground/tunneling projects, and 20 years of experience working with VTA and BART. He has led large multidisciplinary teams from final design through contractor procurement, construction, and commissioning of systems for revenue service. | • CP2 Project Manager, VTA, BSVII Program Management<br>• Track and Systems Contract Project Manager, SFMTA Central Subway Extension<br>• Project Manager, BART, Architectural and General Engineering Services (A/GES) Contract |
| Chris Metzger, PE, LEED AP <br>Engineering Manager | A trusted authority in transit engineering and program management, Chris has held leadership roles for BSVI, multiple BART extensions, and other VTA projects before joining the BSVII PMC team in 2025. He is particularly adept at design management, stakeholder engagement, and navigating complex regulatory landscapes. | • Engineering Manager and former Requirements Development Lead, BSVII<br>• Engineering Manager, VTA, BSV Phase I Extension to Berryessa<br>• Construction Manager, LACMTA, Inglewood Transit Connector |
| Drew Pearce <br>Program Controls Manager | With more than 20 years of program controls experience for complex programs, Drew understands the pressure that public transportation agencies face and how to best meet FTA requirements. He has established world-class dashboard and reporting systems that deliver decision-enabling contract and program information to project managers. | • Project Controls Manager, VTA BSVII, Program Management<br>• Deputy Program Manager/Director of Project Controls, Metra, Metropolitan Rail Program Management Oversight<br>• Project Controls Manager, California High-Speed Rail Program |
| Lurae Stuart, TSSP <br>Safety and Security Manager | Lurae brings more than three decades of experience in safety and security systems for transit and rail operations, including the last eight years as BSVII Safety & Security Manager. She chairs the APTA Standards Development Oversight Council, and participates in developing industry standards in safety and security, public transport modal operation and maintenance, and cybersecurity. | • Safety & Security Manager, VTA, BSVII, Program Management<br>• Safety & Security Manager, CHSRA, California High-Speed Rail System<br>• Safety & Security Manager, Sound Transit, On-Call Security Certification Services |
| Chris Ralston, CQCM • LEED AP <br>Quality Manager | Chris brings expertise in creating and implementing Quality Management Systems (QMS) that address FTA guidelines and ISO 9001 requirements. He has extensive quality training credentials that are in alignment with federal and ISO guidelines and experience in specifications delivery for rail transit facilities and heavy civil construction. | • Quality Assurance Manager, BART, Core Capacity Program<br>• Quality Control Manager, SFMTA, Central Subway<br>• Quality Lead/Quality Auditor, BART, Measure RR Projects |
| Beena Bhat + <br>Program Administrative Support | Beena has over 30 years of experience developing accounting, auditing, and analytical expertise in a fast-paced environment. She provides guidance to the project management team and oversees delivery of contractual business obligations for contracting, cash management, subcontract management, cost management, and financial controls. | • Project Finance Manager, VTA, BSVII Program Management<br>• Office Finance Manager, HNTB<br>• Project Finance Manager of various clients on an as-needed basis, including City of San Jose, US-101 Mabury-Berryessa-Oakland Road Corridor |
| Brett Nuckols, PE + <br>Facilities Architecture Support | Brett had worked for heavy-civil contractors and construction managers in the Bay Area and Australia since 1999. Due to his multiple projects with extending BART to Silicon Valley and maintenance upgrades to BART lines, Brett has extensive knowledge with BART specifications. | • Configuration Manager, VTA, BSVII Program Management<br>• Structures Design Build Manager. VTA BSV Phase I Berryessa Extension<br>• Design Build Manager, BART, West Dublin/Pleasanton Station |

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| Name and Role | Relevant Qualifications | Relevant Experience |
|---|---|---|
| Bruce Shewchuk, PE, QSD +<br>Constructability Reviewer | Bruce excels at getting the parties to the table and resolving complex project issues having devoted his most of his 29+ years to VTA, UPRR, Caltrain, and Caltrans projects. Bruce has held key roles on transit projects advising on safety reviews, design integration, quality systems, permitting compliance, third-party coordination, and key turnover during project closeout. | • Contract/Construction Specialist, VTA BSVII Program Management<br>• Resident Engineer, Caltrain 25th Avenue Grade Separation, Caltrain<br>• Construction Manager, Caltrain, San Bruno Grade Separation Phase 3 |
| Bryce Little, CP +<br>Procurement Development/ Contract Management Lead, Tunnel Package Manager | A licensed attorney, certified planner, and experienced program and construction management professional, Bryce brings more than two decades of experience developing innovative strategies to implement major transportation programs, including projects delivered via alternative delivery. He has a deep understanding of infrastructure contracts and potential funding sources. | • CP2 Contract Manager, VTA BSVII Program Management<br>• Program Office Director City of Long Beach, Gerald Desmond Bridge Replacement<br>• Deputy Commercial Manager. CHSRA, California High-Speed Rail Program |
| Colin Peppard +<br>Alternative Delivery SME | With experience spanning nationwide for local and state agencies, Colin has helped develop, structure, and procure a wide range of alternative delivery projects, including using collaborative contracting models for multibillion dollar projects. His LACMTA experience is particularly relevant as both projects required strategic decisions for delivery methods and contract packaging while balancing costs, schedules, and risks. | • Alternative Delivery SME VTA, BSVII Program Management<br>• Commercial Director, LACMTA, Sepulveda Transit Corridor<br>• Commercial Manager, LACMTA, Southeast Gateway Line (West Santa Ana Branch Light Rail) |
| Craig Constant, CCM +<br>ROW Lead | Craig has over 30 years of experience in construction and development managing multibillion-dollar projects from concept and design through construction completion across the US. He has held roles as an Owner's Representative, Development Manager, and leading General Contractor efforts as Senior Construction Manager. | • Implementation Manager, VTA, BSVII Program Management<br>• Senior Development Project Manager, Google Development Ventures, Downtown West Mixed Use Redevelopment<br>• Senior Construction Manager, Department of Defense (DOD), Island Palm Communities |
| Devang Desai, PE • QSD/QSP +<br>Interface/Integration | Devang has delivered over 50 transit projects and played a key role in everything from utility placement and at-grade separation to contract resolution and integrations testing. Leveraging his design construction management background, Devang has identified and confirmed cost-effective solutions for deliverables that also comply with client standards and state and regulations, including BART and FTA . | • Program Interface Manager, VTA, BSVII Program Management<br>• Design Package Manager and DSDC Manager VTA, Silicon Valley Rapid Transit (SVRT), Freight Railroad Relocation Program<br>• Engineering Quality Assurance Manager, BART, Warm Springs Line, Track, Station, and Systems Design-Build |
| Forrest Graham, JD +<br>Package Procurement Manager<br>FTA Compliance Lead | Based in Silicon Valley, Forrest previously served as Region IX Regional Counsel for the FTA, advising on transit project regulatory compliance and legal issues, and as Counsel for the Metropolitan Atlanta Regional Transit Authority (MARTA), supporting its multi-billion-dollar capital program. | • Advisor, LACMTA Station Activations, MnDOT F Line:, Maryland Transit Administration projects<br>• Regional Counsel for Region IX, FTA<br>• Associate Counsel, MARTA |
| Gary Kennerley, PE +<br>Facilities Architecture Support | Gary has over 35 years of experience working on significant transit projects in California. He been involved in all project phases: planning, design and coordination, environmental assessment, documentation and permitting, utility relocation, and construction staging. He seeks opportunities to advance equity in the transit industry, having actively participated in the equity programs for the California High-Speed Rail Program and Link21. | • CP4 Underground Stations Coordinator, VTA, BSVII Program Management<br>• Director of Projects, CHSRA, California High-Speed Rail Program<br>• Project Manager/Deputy Design Manager, SFCTA, Doyle Drive Replacement (Presidio Parkway) |
| Greg Thiebaut, PE, ENV SP +<br>Facilities GEC Coordinator | Greg has held multiple roles for BSVII having successfully managed large-scale alternative bid transportation projects with tight budgets and constrained schedules. With over 23 years of experience in both design and construction phases, Greg integrates teams delivering rail, roadways, utilities, grading/drainage, systems and structures design. | • Facilities Engineering Manager, VTA, BSVII<br>• Deputy Design Manager. VTA, BSV Phase I Extension to Berryessa, Line Segment and Yards and Shops<br>• Design Manager, Honolulu Authority for Rapid Transportation (HART), Honolulu High-Capacity Transit Corridor, Maintenance and Storage Facility & Aerial Guideway Contracts |
| Hayden Kessenich, CPESC, QSP/D, ENV SP +<br>Sustainability Lead | As an ENV SP, Hayden reviews and verifies projects using the sustainability framework of the Institute of Sustainable Infrastructure (ISI). Of note, he served a pivotal role in the Platinum award-winning BSV Phase I Berryessa Transit Project Envision submittal during the resubmittal of the documentation for verification. | • Sustainability Specialist., VTA BSVII<br>• Sustainability Coordinator, VTA, BSV Phase I Extension to Berryessa<br>• Sustainability Specialist , ISI, EnvisionTM Version 3 Sustainability Verification, Nationwide |

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| Name and Role | Relevant Qualifications | Relevant Experience |
|---|---|---|
| Jenifer Ross-Amato, JD +<br>Package Procurement Manager<br>Claims Management Lead | Jenifer leads WSP's Third Parties and Governance in Project Delivery Practice Area. She is a collaborative, strategic leader who brings creative solutions to establish and maintain beneficial partnerships, negotiate resolutions and move projects forward. Prior to joining the firm, Jenifer led the legal team at the Regional Transportation District (RTD) in Denver as interim general counsel and deputy general counsel. | ▪ Procurement Lead and Risk Management Advisor, Gateway Development Corporation, Hudson Tunnel<br>▪ Project Manager, New Jersey Transit, Hudson Bergen Light Rail O&M Rebid<br>▪ Partnership Agreement Advisor, Program Management Consultant, CHSRA |
| Justine Belizaire, CCM • PMP • RMP +<br>Risk Management Lead, Buy America SME | Justine has served as a FTA-approved task order manager, risk assessment manager, and construction management manager under the PMO contract since 2006. As HNTB's National Rail and Transit Buy America SME, she understands the complexities of Buy America as evident by her numerous trainings for clients and her track record in helping clients successfully submit waivers to FTA. | ▪ Risk Management and Buy America SME, VTA, BSVII, Program Management<br>▪ Task Order Manager II, FTA, PMO Contract, Nationwide<br>▪ Buy America Coordinator, Chicago Transit Authority (CTA), Red Line Extension |
| Kate Iverson, JD +<br>Package Procurement Manager | Kate draws on her background as a land-use, real estate and construction attorney, architect and project manager to connect the dots between financing and governance alternatives, operational and project execution logistics, regulatory constraints, and engineering parameters to support her clients in the delivery of complex public and public-private projects | ▪ Procurement Lead, Gateway Development Commission, Hudson Tunnel<br>▪ Associate General Counsel, EAGLE P3 Commuter Rail Line, Regional Transportation District (RTD, Denver)<br>▪ Program Manager, TOD Pilot Program, RTD |
| Ken Denmead, PE +<br>Configuration and Requirements Management Lead | Kenneth has more than 30 years of experience in designing and implementing requirements and interface management plans to streamline complex processes. He is an advanced user of many project management tools, including implementation of Unifier for BSVII, and has even developed his own custom databases for risk management and third-party agreements tracking. | ▪ Project Controls Specialist, VTA, BSVII Program Management<br>▪ Project Controls Specialist, VTA, BSV Phase I Extension to Berryessa<br>▪ Lead Project Controls Engineer, VTA, Vasona Light Rail Corridor Expansion |
| Lydia Boumann +<br>Administrative and Document Control Lead | Lydia joined the BSVII PMC team a couple of years ago having previous experience on multibillion dollar transportation projects. She has prepared technical documentation for FTA, Caltrans, the State Fire Marshal, and BART. Lydia is familiar with a number of document controls systems including ProjectWise, SharePoint, Unifier, Centric, and Aconex as well as a number of file transfer protocol sites. | ▪ Contract Administration Support, VTA, BSVII Program Management<br>▪ Document Control Specialist CHSRA, High-Speed Rail - San Francisco to Merced, PA&ED Phase<br>▪ Document Control Specialist, HART, WOFH / KHG – Farrington Kamehameha Guideway |
| Matt Fowler, PE +<br>Geotechnical/Tunnel SME | Matt has over three decades of project management and engineering experience in the analysis and design of tunnels, shafts, and mined and cut and cover structures. He has managed or held lead technical roles on a broad range of underground projects involving excavations in urban settings, protection of sensitive structures, and utility relocations. | ▪ Tunnel Lead, VTA, BSVII Program Management<br>▪ Tunnel and Station Design Lead. SFMTA, Central Subway Extension<br>▪ Project Tunnel Engineer, LACMTA, Purple Line Extension |
| Michael Brown +<br>Funding | Michael has focused on advancing large, complex rail projects in Northern California where he excels at managing complex, multi-firm, and multi-billion-dollar projects. He has a proven ability to think strategically and develop innovative solutions to funding challenges and resource constraints in complex, multi-stakeholder projects. | ▪ Project Coordinator/Deputy Project Manager, CHSRA, San Francisco to the Central Valley WYE<br>▪ Deputy Project Manager, Capital Corridor Joint Powers of Authority (CCJPA), South Bay Connect<br>▪ Grant Lead, Capital Corridor Joint Powers of Authority (CCJPA), TIRCP Grant Applications |
| Nehal Nada, PMP +<br>Tunnel Projects Controls Lead | Nehal is a veteran Project Controls Manager with a proven track record of successfully managing all aspects of project controls for large-scale, complex projects and programs exceeding $1B. She is an expert in cost management, schedule development and monitoring, risk analysis, and change management. | ▪ Project Controls Manager, VTA, BSVII Program Management<br>▪ Senior Project Controls Manager, SFIA, SFO International Terminal Building — Phase 2<br>▪ Senior Project Controls Manager, SFIA, SFO Energy Management Control System (EMCS) — Phase 1 |
| Nellie Moussa, PE +<br>Utilities Lead | With over 20 years of progressive utility design, oversight, coordination, and management experience, Nellie has been the primary lead engineer for utility investigations for the BSVII program since its beginning in 2017. She has leverages her utility company relationships, along with her design and coordination experience to achieve optimal innovative project outcomes throughout the definitive utility and ROW phases. | ▪ Utility Lead, VTA, BSVII Program Management<br>▪ Utility Engineer, VTA, Eastridge to BART Regional Connector (EBRC)<br>▪ Utility Engineer, CityLine Sunnyvale Project |

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| Name and Role | Relevant Qualifications | Relevant Experience |
|---|---|---|
| Pavan Gowda +<br>Scheduling Lead | With in emphasis in tunnels, large underground structures, railroads, and bridges in the US, Pavan brings 33 years of hands-on experience in the development of critical path method (CPM) of detailed engineering schedules, contract packaging, and construction contracts, schedules, and methodology. He has developed implementation plans and major program schedules with 10,000 plus activities and has instituted operating procedures on both the design and construction program phases. | ▪ Chief Scheduler, Amtrak, Gateway Program (NYC)<br>▪ Chief Scheduler, Amtrak, Fredrick Douglass Tunnel<br>▪ Chief Scheduler, MTA, Second Avenue Phase II |
| Pavan Hotha, EIT • PMP +<br>Cost Control & Reporting Lead | Pavan has functional and technical expertise working on multibillion-dollar transit programs. For BSVII, he developed the required cost-related deliverables for submission to FTA, which led to the BSVII program successfully achieving a major engineering milestone. Pavan is proficient in various applications such as Primavera P6, EcoSys EPC, ARES Prism, Microsoft Power BI, SharePoint, MS Office and extended applications such as Excel, Word, PowerPoint, Visio, and Project. | ▪ Budget Cost and Reporting Lead, VTA, BSVII Program Management<br>▪ Lead Consultant, CHSRA, Rail Delivery Partner (RDP)<br>▪ Lead Consultant, SFMTA, Capital Program Controls System (CPCS) |
| Peter Zuk +<br>Strategic Advisor | Peter has held pivotal roles for several landmark multi-billion dollar transit projects that received federal funding with a focus on rail and tunneling. Brought on active projects facing delays and negative perception, he has implemented solutions that ultimately turned those projects around and overcame challenging criticism by advocating the integrity of the project. | ▪ Chief Capital Officer and member of Senior Management Team Metrolinx, Capital Programs<br>▪ Project Director and Chief Executive Officer, Commonwealth of Massachusetts, Boston Central Artery/Tunnel<br>▪ Chief Programs Officer, London Underground Limited, Transforming the Tube |
| Puneet Dhawan +<br>Requirements Lead | Puneet has 20 years of experience in railway systems engineering, requirements and delivery management, construction, and project management. He offers strong technical expertise in mechanical and electrical systems and keen communication skills to keep stakeholders aligned and projects on track. He has successfully led multi-disciplinary teams and suppliers through all phases—from requirements development and design to commissioning, interface, and integration management. | ▪ Requirements and Interface Engineer Lead CHSRA, Program Management<br>▪ Senior System Integration Manager, Maryland Transit Administration, Metro Subway Link Railcars and Train Control System<br>▪ Integration Specialist / Delivery Manager, City of Calgary, Green Line LRT Project |
| Rachael Keish, PE • QSP/D • ENV SP • ISI Verifier +<br>Environmental Lead | Specializing in sustainability, stormwater, and environmental compliance for the last 25 years, Rachael has multidisciplinary team experience in drafting specifications and drawings for complex transportation projects and integrating environmental compliance into construction contract documents. | ▪ Environmental Compliance Engineering Coordinator VTA, BSVII Program Management<br>▪ Environmental Coordinator, VTA, BSV Phase I Extension to Berryessa<br>▪ Project Manager/Construction Management SWPPP Oversight Services, Santa Clara Valley Water District, Watershed Asset Rehabilitation Projects |
| Raul Laborin, PE +<br>Program Management Support Lead | Raul has spent the majority of his career over the last 25+ years delivering South Bay transit and transportation infrastructure projects. Through his past and current experiences with VTA and BART projects, Raul brings deep knowledge of both agency's processes, requirements, standards, as well as long-standing relationships with key leadership. | ▪ Operations Managers, VTA BSVII, Program Management<br>▪ Project Manager, VTA, BSV Phase I Extension to Berryessa<br>▪ Work Plan Manager, BART, On-Call General Engineering Services (GES) |
| Ryan Kohut +<br>Package Procurement Manager | Ryan brings a robust legal and strategic project management background as well as a record of recognized success in various high-impact roles for California public agencies. Ryan played a pivotal role in the Mid-Coast Corridor Transit Program, drafting CMGC/CMAR construction contracts for a $2.1 billion project and advising on significant procurements and safety proceedings. | ▪ Package Procurement Lead, Light Rail Modernization Program, Maryland Transit Administration<br>▪ Packages Development Lead, Colorado Department of Transportation (CDOT)<br>▪ Senior Legal Counsel and Director of Strategic Projects, SANDAG |
| Sangmin Kim, PE +<br>Tunnel Coordinator | Having been involved in large-scale multi-disciplinary transit projects in the Bay Area for over 15 years, he has extensive experience in providing consultation for deep and shallow foundations, settlement of embankments, stability of earth structures, and explorations and engineering for tunnel design. | ▪ CP2 Engineering Manager VTA BSVII Program Management<br>▪ Stations Package Project Manager, SFMTA, Central Subway<br>▪ Geotechnical Support, CHSRA, California High-Speed Rail System |

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| Name and Role | Relevant Qualifications | Relevant Experience |
|---|---|---|
| Sarah Hersom, PE, LEED AP +<br>Strategic Advisor | Sarah has proved her strategic skills and leadership through her roles with BSVII and BART. Sarah has supported the BSVII program for the past eight year and has built strong relationships with VTA, BART, other consultants and stakeholders. She offers a background in major tunnel construction with alternative delivery. | ▪ Strategic Advisor and Former Program Manager, VTA BSVII, Program Management<br>▪ Program Manager, BART, Link21 Program Management Consultant and Strategic Advisor<br>▪ Guideway Design Lead, LACMTA, K Line Extension Design-Build |
| Sarah McKay +<br>Procurement Specialist | Sarah has over 25 years of commercial leadership experience delivering large, highly complex alternative delivery and engineering, procurement and construction (EPC) contracts. She has a contractor background and previously led cross functional teams in bidding, structuring, and negotiating multi billion dollar cost reimbursable, target price, and fixed price prime contracts and major subcontracts. Her expertise includes commercial risk management, strategy development, and contract structuring for high risk infrastructure and energy programs. | ▪ CP2 Commercial Contract Advisor, VTA, BSVII Program Management<br>▪ Executive Director, Business Development and Strategy, Infrastructure - Fluor Corporation |
| Sean Libberton +<br>FTA Coordination | Before joining the private sector, Sean worked directly for the FTA for 20 years — six of those years managing the FTA's CIG Office of Project Planning and Analysis. A testament to Sean's expertise and having a pulse on the CIG program is his leadership role within APTA where he frequently takes the lead on preparing its responses to FTA's requests for information on potential CIG policy updates. | ▪ CIG FFGA Task Manager, VTA, BSVII Program Management<br>▪ CIG Strategic Advisor, CTA Red Line Extension<br>▪ CIG Task Lead, Sound Transit, West Seattle Link and Ballard Link Extensions |
| Silvia Militello +<br>Third-Party Agreement and Permit Coordination Lead | Silvia brings more than 27 years of engineering and planning experience throughout the world, including large-scale rail projects in California. Her responsibilities have required an extensive amount of interdisciplinary, public and private stakeholder, and multi-consultant coordination. Her proactive client engagement and problem-solving have led to successful project outcomes. | ▪ Deputy Project Manager, VTA, US 101/85 Express Lanes<br>▪ Work Plan Manager, BART, General Engineering Consultant<br>▪ Multiple roles (Deputy Infrastructure Manager, Technical Package Manager, Civil Lead), CHSRA, High Speed Rail, Program Management, Statewide |
| Steve Goodman, PE* +<br>FTA Advisor | Steve brings over 35 years of diverse experience with FTA where he managed some of the world's largest and most complex transportation projects. Stephen's deep understanding of business operations is evident, given his successful oversight of more than $50 billion in taxpayer funds. Steve is skilled in navigating the political landscape and excels as a polished communicator, regularly collaborating with senior executives in major transit agencies nationwide. | ▪ Special Advisor, Chicago Transit Authority (CTA), Red Line Extension<br>▪ Regional Administrator for New York and New Jersey, FTA, overseeing projects such as Second Avenue Subway and the 9/11 Rebuilding of the PATH Transportation Hub for the Port Authority of New York and New Jersey (PANYNJ |
| Tolga Togan +<br>Cost Estimating Lead | Tolga has a successful cost and risk management track record and project planning and implementation, as demonstrated on MTA's Second Avenue Subway and Hudson River Tunnel in New York. His ability to bring pinpoint accuracy to his cost estimates is enhanced by his two-decade career in tunneling and construction. | ▪ Cost Estimating Lead, VTA, BSVII Program Management<br>▪ Cost Estimating Lead, CHSRA, California High-Speed Rail Project - Program Management<br>▪ Cost Estimating Lead, MTA, Second Avenue Subway Project Phase 2 |
| Tony Murphy, PE +<br>Systems GEC Coordinator<br>Turnover/Revenue Start Up Lead | Tony brings more than 30 years of experience, including management roles on multiple VTA and BART projects. He is highly experienced in the procurement, construction, QA, and contract compliance for rail projects, having held various roles for more than 70 miles of heavy rail transit and 40 miles of light rail transit. | ▪ Rail Systems Engineering and Implementation Manager. VTA, BSVII<br>▪ Lead Traction Power Engineer, BART, 2014-2019 On-Call General Engineering Services<br>▪ System Integrator, SFMTA, Central Subway Final Design and Construction Support |

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# BENCH OF AS-NEEDED RESOURCES

A program with the size and complexity of BSVII requires an adaptable team that can mobilize to support unanticipated program needs over time. BSV Delivery Partners' two JV firms—HNTB Corporation and WSP USA Inc.—jointly have more than 25,000 employees in the U.S. who we can leverage to provide key subject matter expertise in areas such as tunnel construction, alternative delivery, contracting and procurement, and FTA funding procedures as shown in **Exhibit B.3**. In addition, our team includes 28 subconsultant firms with local resources who can also be available to VTA as needed to support the program.

*Exhibit B.3: BSV Delivery Partners brings a deep pool of resources to support the delivery of the BSVII program by providing expertise on an adaptable, flexible basis as well as support succession planning over the life of the program.*

| TAP (Tunnel Advisory Panel) | SAFETY AND SECURITY | UTILITIES COORDINATION | ROW COORDINATION | COST ESTIMATING | RISK |
|---|---|---|---|---|---|
| Markus Thewes<br>Ed Cording, PE<br>Gregg Korbin | Jesse Harder, PE<br>Bradley Woodruff<br>Mark Davis<br>DSS+ | Ngan Do<br>BKF<br>Derrick Cooper, PE<br>HOLLINS<br>Matthew Ajiake<br>SONIKA | Marcus Ng, PE<br>Rene Noriega, PMP<br>EPC | John Kovac<br>Robert Wahr<br>James Foley<br>SCHNABEL<br>Daniel Badelita<br>ELLE<br>Stephen O'Neill, PMP, CCE<br>EPC | Bob Goodfellow<br>ALDEA<br>James Brady<br>ALDEA<br>Angel del Amo, PE<br>ALDEA<br>Konner Horton<br>ALDEA |
| **FTA COORDINATION** | **CONTRACT ADMINISTRATION/ MANAGEMENT** | **PROCUREMENT SPECIALISTS** | **CLAIMS SUPPORT** | **CONSTRUCTIBILITY REVIEW** | **TURNOVER/REVENUE SERVICE START UP** |
| Ken Feldman, PE*, PMP<br>Steve Goodman, PE*<br>Jane Williams<br>Vince Gallagher | Ting Ong<br>Ryan Davis, PE*<br>Brian Hall | Karen Mims<br>LUSTER<br>Pamela Upshaw<br>LUSTER<br>Cecilia Luu, PMP<br>HOLLINS<br>Sharon Moodie<br>02EPCM<br>Ron Solanky<br>02EPCM | Kevin Phelps<br>David McMiller, IFA<br>John Reilly, PE*<br>Lance Jackson<br>Dan Coffee, PE<br>LUSTER<br>James Lancaster, PSP<br>LUSTER | Lance Jackson<br>Gino Spadafore | Tommy Tran<br>EPC<br>Katy Wong, PE<br>KTW |
| **ADA COMPLIANCE** | **ARCHITECTURE** | **CIVIL/TRACK** | **TUNNEL (Structure/Geotech)** | **MECHANICAL/ FIRE, LIFE SAFETY** | **TRACTION POWER/SIGNALS/ COMMUNICATION** |
| Mark Walker<br>Ashley Pitts<br>JENSEN HUGHES<br>Mary Schneider, PE<br>JENSEN HUGHES<br>Kelly Hang<br>JENSEN HUGHES | John Trautmann, RA, LEED AP<br>Tom Grassi, FAIA, NCARB<br>Hanan Kivett<br>Scott Lowe, RA | Nikki Jeffery, PE<br>Katie Magee, PE<br>Anderson Ren, PE<br>Rishi Patel<br>SORA | Ismail Karatas<br>Erik Okada, PE, SE<br>Sanja Zlatanic, PE*<br>Kenneth Johnson, PE, CEG<br>Eric Abrahamson, PhD, PE<br>STRUCTURE INTEGRITY<br>John Caulfield, PE | Bobby Melvin, PE<br>Silas Li, PE<br>Sean Cassady, PE, FPE<br>Robert Kerr<br>Michael MacNiven, PE<br>Andrew Louie, PE, LEED AP<br>Srushti Dupare, PE | Laurence Michael, PE, PMP<br>Fadi Walieddine, PE<br>Ken Warddrip, PE<br>Katy Tseng-Wong, ME<br>KTW<br>Srinivas Katreddi<br>Tommy Tran<br>EPC |
| **PROJECT CONTROLS** | **ENVIRONMENTAL/ SUSTAINABILITY** | **ADVISORY SERVICES** | | | |
| Kris Mason, CACM<br>Adriaen Banias, CCM<br>HOLLINS<br>Pratima Joshi, DBIA<br>EPC<br>Kris Mason<br>James Lancaster, PSP<br>LUSTER | Rosanna McGuire, ENV SP<br>Randy Russell<br>Sandeep Bhonsle<br>KEISH<br>Madeleine Hormann, MPA, ENV SP<br>KEISH<br>Andrew Curtis, ENV SP<br>KEISH | Steve Howe<br>Jonathan Startin, CEng MICE<br>Kat Sadeghi | | | |

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## INTERFACE BETWEEN PRIME AND SUBCONSULTANTS

BSV Delivery Partners brings a team of local subconsultant firms, including small specialty firms, to not only deliver the scope of service with an adaptable team but also to provide opportunities for small, local businesses. Our team is shown below in **Exhibit B.4**, and includes firms participating on our current PMC team for BSVII as well as new firms bringing key capabilities and resources for future phases of delivery.

*Exhibit B.4: BSV Delivery Partners brings local, qualified subconsultants to help VTA deliver the BSVII program and meet your small and diverse business contracting goals.*

| TEAM MEMBER / ROLE |
|---|

**Abtahi Engineering Management Consulting**
Third-Party Agreements and Permits Coordinator

**Aldea Engineering Services PC**
Underground Risk Management

**AZAD Engineering**
Interface Support, Technical/ Stakeholder Management

**BKF Engineers**
Utility Coordination

**Cordoba Corporation**
CP2 Delivery and FTA Support

**dss+ Transportation LLC**
Fire/Life Safety Support

**Ed Cording**
Tunnel Peer Review

**ELLE Consultants Inc.**
Cost Estimating

**EPC Consultants, Inc.**
PM, CM, Safety, Project Controls, Stakeholder & Third-Party Management, Real Estate Support

**Gregg Korbin**
Tunnel Peer Review

**Hollins Consulting, Inc.**
Project Controls Support Services

**Intueor Consulting, Inc.**
Project Controls Team Augmentation, Cost Control, Analysis & Scheduling, Services

**Jensen Hughes, Inc.**
Accessibility Consulting Services

**Josephine's Professional Staffing, Inc. (dba Josephine's Personnel Services)**
Document Control, Administrative Support

**Keish Environmental**
Environmental Compliance

**KivettConsult**
Transit Architecture

**KTW Consulting, LLC**
Rail Systems Engineering and Integration Oversight

**Luster National, Inc.**
Project Controls, Staff Augmentation

**Prof. Dr.-Ing. Markus Thewes**
Tunnel Peer Review

**O2EPCM (dba O2 Engineering, Projects, & Construction Management)**
PM, Contract Administration, Claims Management, Project Controls, Staff Augmentation

**Quality Engineering, Inc.**
Project Quality Management

**Schnabel Engineering (formerly JCK Underground)**
Cost Estimating Support, Strategic Advisory Panel

**Signet Testing Laboratories, Inc.**
Material and Laboratory Testing

**Sonika Corporation**
Utility Coordination

**SORA Engineering**
Third-Party Agreements, Interface Management, BART Coordination

**Structural Integrity Associates, Inc. (formerly SC Solutions)**
Engineering Reviews & Subject Matter Expertise (Structural and Geotechnical)

**Sunrise Pacific**
Office Administration Support

**VST Engineering**
Engineering Management Support including Interface, Requirements and Configuration

## SUBCONSULTANT MANAGEMENT

All subconsultants will adhere to all policies and procedures identified in the Project Management Plan (PMP). As our lead for Program Management Support, **Raul Laborin** will be responsible for coordinating resources, capabilities, and progress with each firm. Raul will verify subcontractor compliance with project requirements, and will oversee subconsultant spending and scheduling. When a work plan request is received, we will seek out opportunities for our local small businesses. All staff, including subconsultants, assigned to the work plan will be required to attend our internal weekly management meetings, biweekly interdisciplinary coordination meetings, and technical review meetings as appropriate. Additionally, key subconsultant staff co-locate with the PMC in the program office, allowing over-the-shoulder reviews and mentorship as needed. Individual subconsultant personnel will report directly to the lead staff for their area of responsibility. For example, a subconsultant supporting the tunnel, will report to the Tunnel Project Manager.

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## STAFFING PLAN

Our team's lean and local organization brings the right balance of continuity and adaptability needed to make this program successful. As illustrated in the organization chart in **Exhibit B.2**, we have listened to your needs, and have developed a program organization that meets your desired structure and evolves with the program, with key staff ramping up or winding down their efforts as needed. We know the program's trajectory, and are best suited to look ahead to identify and meet future program needs. We are eager to continue the program and embark on the next phase. The graphs in **Exhibit B.5** illustrate our anticipated staffing levels throughout the program.

Based on our knowledge of the BSVII program, we envision three phases of the upcoming work needed to complete the program. Our team will adapt with individuals either increasing their allocation to the program or winding down their efforts. Anticipated staff changes will generally include the following:

**PHASE 1**

Staff assigned to stations, yard, and systems will continue overseeing final design development. During this phase, staff designated as support to the coordination, advancement and review of these contract packages will begin increasing their availability and efforts to meet program needs. The tunnel will continue early works construction activities during this phase and advance into stage two of the construction contract.

As tunnel final design is completed and the stage two agreement is reached, staff will either be reassigned or reduce efforts as their portion of the work is completed and in preparation for hand-off to the CM consultant.

**PHASE 2**

Having completed final design, stations, yard, and systems will begin procurement efforts. Staff assigned to support final design on these construction packages will wind down, and staff supporting procurement will begin increasing efforts. Tunnel construction will be ongoing, and staffing will largely remain unchanged.

**PHASE 3**

All construction packages will be awarded. Construction management efforts for these packages will be completed by the CMS. The PMC will work closely with CMS and ongoing program management efforts will continue throughout construction including:

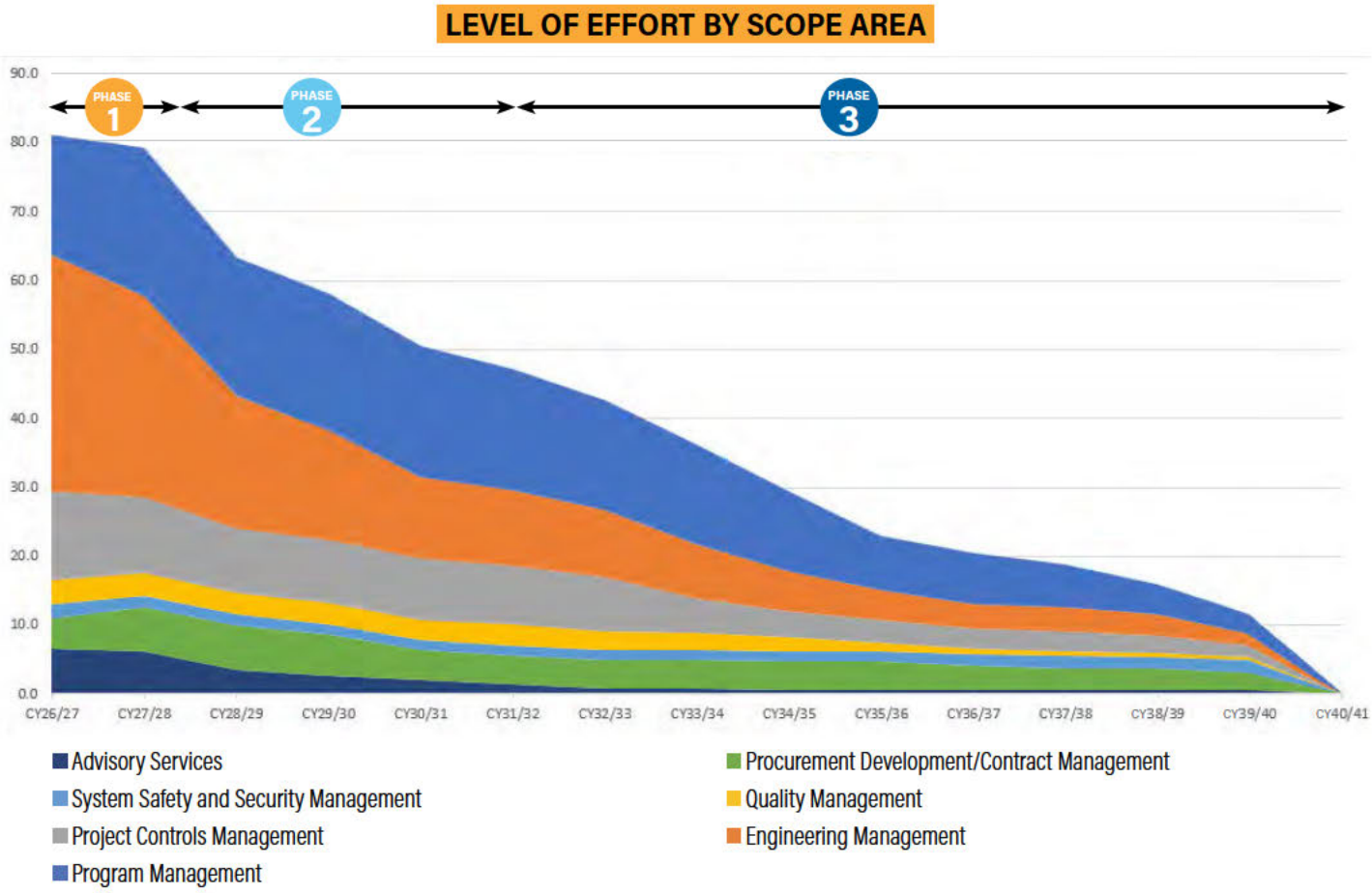
- Quality and safety
- Program controls
- Third-party coordination and stakeholder management support
- Environmental compliance
- Design service during construction (DSDC) management
- Project delivery

As construction completes, overall program management activities will wind down and the focus will be on supporting the testing, commissioning and turn-over phase.

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*Exhibit B.5: BSV Delivery Partners has projected our staffing over the life of the program to meet the program's needs while staying within the budget for PMC services.*




Our complete staffing plan and estimated level of effort for the program is explained in **Exhibit B.6** on the following pages, and aligns with our organization chart in **Exhibit B.2**.

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*Exhibit B.6: BSV Delivery Partners' staffing plan for BSVII is based on our team's foundational knowledge of the program's needs and the scope of services for both the PMC as well as the CMS.*

| ROLE | | KEY AREA DESCRIPTION | CY26/27 | CY27/28 | CY28/29 | CY29/30 | CY30/31 | CY31/32 | CY32/33 | CY33/34 | CY34/35 | CY35/36 | CY36/37 | CY37/38 | CY38/39 | CY39/40 | CY40/41 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **KEY AREA 1 - PROGRAM MANAGEMENT** | **1.00** | | **17.5** | **21.5** | **20.1** | **19.8** | **19.1** | **17.7** | **15.7** | **14.4** | **11.5** | **7.8** | **7.5** | **6.1** | **4.4** | **2.9** | **0.9** |
| Program Manager | 1.00 | Program Management | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 0.5 | 0.3 |
| Program Management Support Lead | 1.01 | Program Management Support Services | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 0.5 | - | - |
| Facilities Project Manager | 1.02 | Package Managers | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | - | - | - | - | - | - |
| CP2 Project Manager | 1.02 | Package Managers | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 0.8 | 0.3 | - | - | - | - | - | - | - |
| Package Project Manager | 1.02 | Package Managers | - | 4.0 | 4.0 | 4.0 | 4.0 | 4.0 | 4.0 | 4.0 | 2.0 | - | - | - | - | - | - |
| ROW Lead | 1.03 | Right of Way | 1.0 | 1.0 | 1.0 | 1.0 | 0.5 | - | - | - | - | - | - | - | - | - | - |
| ROW Support | 1.03 | Right of Way | 1.5 | 1.5 | 0.5 | 0.5 | 0.3 | - | - | - | - | - | - | - | - | - | - |
| Third-Party Agreements Support | 1.04 | Third Party Agreements & Permit Coordination | 1.3 | 1.3 | 1.0 | 0.8 | 0.8 | 0.5 | 0.3 | 0.3 | 0.2 | 0.1 | 0.1 | 0.1 | - | - | - |
| Third-Party Agreements Lead | 1.04 | Third Party Agreements & Permit Coordination | 0.8 | 0.8 | 0.8 | 0.8 | 0.8 | 0.8 | 0.7 | 0.6 | 0.6 | 0.5 | 0.5 | 0.3 | - | - | - |
| Environmental Lead | 1.05 | Environmental | 0.5 | 0.5 | 0.5 | 0.5 | 0.5 | 0.5 | 0.5 | 0.4 | 0.3 | 0.2 | 0.2 | 0.2 | 0.2 | 0.1 | - |
| Environmental Support | 1.05 | Environmental | 3.1 | 3.2 | 3.2 | 3.1 | 3.1 | 3.0 | 2.7 | 2.2 | 1.9 | 1.4 | 1.1 | 0.2 | 0.2 | 0.1 | - |
| Sustainability Lead | 1.06 | Sustainability | 0.5 | 0.5 | 0.5 | 0.5 | 0.5 | 0.3 | 0.1 | 0.1 | 0.1 | 0.1 | 0.1 | 0.1 | - | - | - |
| Sustainability Support | 1.06 | Sustainability | 0.5 | 0.5 | 0.5 | 0.5 | 0.5 | 0.5 | 0.5 | 0.4 | 0.2 | 0.2 | 0.2 | 0.2 | - | - | - |
| Constructibility Reviews | 1.07 | Constructability | 0.1 | 0.1 | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Project Finance Manager | 1.08 | Operations | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 0.3 |
| Senior Project Analyst | 1.08 | Operations | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 0.8 | 0.3 |
| Admin Support | 1.08 | Operations | 0.3 | 0.3 | 0.3 | 0.3 | 0.3 | 0.3 | 0.3 | 0.3 | 0.3 | 0.3 | 0.3 | 0.3 | - | - | - |
| Admin/ Office Assistant | 1.09 | Admin | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 0.8 | 0.5 | 0.5 | - |
| **KEY AREA 2 - ENGINEERING MANAGEMENT** | **2.00** | | **34.3** | **29.1** | **19.3** | **16.1** | **11.9** | **10.9** | **9.8** | **8.0** | **5.9** | **4.4** | **3.6** | **3.7** | **3.0** | **1.6** | **0.8** |
| Engineering Manager | 2.00 | Engineering Management | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 0.8 | 0.5 | 0.5 | 0.3 | 0.1 | 0.1 |
| Facilities GEC Coordinator | 2.01 | Facilities | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 0.8 | - | - | - | - | - | - | - |
| Engineering Management Support - Yard | 2.01 | Facilities | 0.7 | 0.5 | 0.5 | 0.5 | 0.2 | - | - | - | - | - | - | - | - | - | - |
| Facilities Architechture Support | 2.01 | Facilities | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 0.3 | - | - | - | - | - | - |
| Engineering Management Support - Stations | 2.01 | Facilities | 2.4 | 2.4 | 0.5 | 0.3 | - | - | - | - | - | - | - | - | - | - | - |
| Facilities Structures Support | 2.01 | Facilities | 1.0 | 1.0 | 1.0 | 0.5 | - | - | - | - | - | - | - | - | - | - | - |
| Systems GEC Coordinator | 2.02 | Systems | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 0.5 | 0.1 |
| Engineering Management Support - Systems | 2.02 | Systems | 1.8 | 1.8 | 0.3 | 0.3 | - | - | - | - | - | - | - | - | - | - | - |
| Utilities Lead | 2.03 | Utlilities | 1.0 | 1.0 | 0.9 | 0.6 | 0.4 | 0.3 | 0.1 | - | - | - | - | - | - | - | - |
| Utilities Support | 2.03 | Utlilities | 3.1 | 3.0 | 2.5 | 1.7 | 1.0 | 0.8 | 0.4 | - | - | - | - | - | - | - | - |
| Office Engineers | 2.04 | Tunnel | 3.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 0.8 | 0.5 | 0.5 | 0.3 | 0.1 | 0.1 |
| CP2/ Tunnel Coordinator | 2.04 | Tunnel | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 0.8 | 0.3 | - | - | - | - | - | - | - |
| Project Engineer | 2.04 | Tunnel | 6.0 | 3.5 | 2.0 | 2.0 | 1.8 | 1.4 | 1.0 | 0.4 | - | - | - | - | - | - | - |
| Office Engineer | 2.04 | Tunnel | 0.8 | 0.3 | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Interface/ Integration | 2.05 | Interface | 1.0 | 1.0 | 1.0 | 0.8 | 0.5 | 0.5 | 0.5 | 0.5 | 0.5 | 0.2 | 0.2 | 0.2 | 0.1 | 0.1 | - |
| Interface Support | 2.05 | Interface | 2.0 | 2.0 | 2.0 | 1.5 | 0.5 | 0.5 | 0.5 | 0.5 | 0.5 | 0.2 | 0.2 | 0.2 | 0.1 | - | - |
| Configuration | 2.06 | Configuration | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 0.5 | 0.5 | 0.5 | 0.1 | - |
| Requirements Lead | 2.07 | Requirements | 1.0 | 1.0 | 1.0 | 0.8 | 0.5 | 0.5 | 0.5 | 0.5 | 0.5 | 0.2 | 0.2 | 0.2 | 0.1 | 0.1 | - |
| Requirements Support | 2.07 | Requirements | 0.7 | 0.8 | 0.7 | 0.3 | - | - | - | - | - | - | - | - | - | - | - |
| Engineering Management Support - BIM Management | 2.07 | Requirements | 0.5 | 0.5 | - | - | - | - | 0.1 | 0.1 | 0.1 | 0.1 | 0.1 | 0.1 | 0.1 | 0.1 | - |
| Subject Matter Experts (Technical) | 2.09 | Technical SME | 3.4 | 3.4 | - | - | - | - | - | - | - | - | - | - | - | - | - |

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*Exhibit B.6 (continued): BSV Delivery Partners' staffing plan for BSVII is based on our team's foundational knowledge of the program's needs and the scope of services for both the PMC as well as the CMS.*

| ROLE | | KEY AREA DESCRIPTION | CY26/27 | CY27/28 | CY28/29 | CY29/30 | CY30/31 | CY31/32 | CY32/33 | CY33/34 | CY34/35 | CY35/36 | CY36/37 | CY37/38 | CY38/39 | CY39/40 | CY40/41 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Geotech/ Tunnel SME | 2.09 | Technical SME | 0.1 | 0.1 | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Turnover Management | 2.10 | Turnover/ Revenue Start Up | - | - | - | - | - | - | - | - | - | 0.2 | 0.4 | 0.5 | 0.5 | 0.5 | 0.5 |
| **KEY AREA 3 - PROJECT CONTROLS MANAGEMENT** | **3.00** | | **13.3** | **11.5** | **9.2** | **9.1** | **8.8** | **8.6** | **7.8** | **5.0** | **3.8** | **3.3** | **2.9** | **2.7** | **2.6** | **1.6** | **0.2** |
| Program Controls Manager | 3.00 | Project Controls Management | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 0.5 | 0.1 |
| Cost Estimating Support | 3.00 | Project Controls Management | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Administration Support | 3.00 | Project Controls Management | 1.0 | 1.0 | 1.0 | 1.0 | 0.8 | 0.5 | 0.5 | 0.4 | 0.2 | - | - | - | - | - | - |
| CP2 Project Controls Lead | 3.00 | Project Controls Management | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Scheduling Lead | 3.01 | Schedule | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 0.8 | - | - | - | - | - | - | - | - |
| Schedule Support | 3.01 | Schedule | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 0.8 | - | - | - | - | - | - | - | - |
| Cost Control Lead | 3.02 | Cost Control and Reporting | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 0.5 | 0.1 |
| Cost Control Support | 3.02 | Cost Control and Reporting | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 0.5 | - | - | - | - | - | - | - |
| Cost Estimating Lead | 3.03 | Cost Estimating | 3.6 | 2.2 | 0.4 | 0.3 | 0.3 | 0.3 | 0.3 | 0.3 | 0.3 | 0.1 | - | - | - | - | - |
| Risk Management Lead | 3.04 | Risk Manageement | 0.5 | 0.5 | 0.5 | 0.5 | 0.5 | 0.5 | 0.5 | 0.5 | 0.6 | 0.8 | 0.8 | 0.6 | 0.5 | 0.5 | - |
| Risk Management Support | 3.04 | Risk Manageement | 1.1 | 1.1 | 0.5 | 0.5 | 0.5 | 0.5 | 0.3 | - | - | - | - | - | - | - | - |
| CP Project Controls Lead | 3.05 | CP2 Project Controls | 1.0 | 0.9 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 0.5 | - | - | - | - | - | - | - |
| Document Control Systems Lead | 3.06 | Administrative and Document Control | 0.7 | 0.7 | 0.7 | 0.7 | 0.7 | 0.7 | 0.7 | 0.7 | 0.7 | 0.4 | - | - | - | - | - |
| Additional Assistance - IT Support | 3.06 | Administrative and Document Control | 0.4 | 0.2 | 0.1 | 0.1 | 0.1 | 0.1 | 0.1 | 0.1 | 0.1 | 0.1 | 0.1 | 0.1 | 0.1 | 0.1 | - |
| **KEY AREA 4 - QUALITY MANAGEMENT** | **4.00** | | **3.5** | **3.3** | **3.3** | **3.0** | **3.0** | **3.0** | **2.8** | **2.4** | **2.0** | **1.3** | **1.0** | **0.7** | **0.5** | **0.5** | - |
| Quality Manager | 4.00 | Quality Management | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 0.6 | 0.3 | 0.2 | 0.1 | 0.1 | - |
| Quality Support | 4.00 | Quality Management | 2.5 | 2.3 | 2.3 | 2.0 | 2.0 | 2.0 | 1.8 | 1.4 | 1.0 | 0.7 | 0.7 | 0.5 | 0.4 | 0.4 | - |
| **KEY AREA 5 - SYSTEM SAFETY AND SECURITY MANAGEMENT** | **4.00** | | **2.0** | **1.7** | **1.5** | **1.5** | **1.5** | **1.5** | **1.5** | **1.5** | **1.5** | **1.5** | **1.5** | **1.9** | **1.8** | **1.8** | **0.2** |
| Safety and Security Manager | 5.00 | System Safety and Security Management | 0.8 | 0.7 | 0.5 | 0.5 | 0.5 | 0.5 | 0.5 | 0.5 | 0.5 | 0.5 | 0.5 | 0.9 | 0.8 | 0.8 | 0.2 |
| Safety and Security Support | 5.00 | System Safety and Security Management | 1.2 | 1.1 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | - |
| **KEY AREA 6 - PROCUREMENT DEVELOPMENT/ CONTRACT MANAGEMENT** | **4.00** | | **4.4** | **6.4** | **6.4** | **6.1** | **4.4** | **4.1** | **4.1** | **4.1** | **4.1** | **4.1** | **3.6** | **3.1** | **3.1** | **2.6** | **1.5** |
| Procurement and Contract Management Lead | 6.00 | Procurement Development/ Contract Management | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 0.5 | 0.5 |
| Procurement Specialists | 6.01 | Procurement Management | 1.0 | 3.0 | 3.0 | 2.0 | 0.3 | - | - | - | - | - | - | - | - | - | - |
| Office Engineer | 6.02 | Contract Management | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 0.5 | - | - | - | - |
| Contract Management Support | 6.02 | Contract Management | 0.8 | 0.5 | 0.5 | - | - | - | - | - | - | - | - | - | - | - | - |
| Claims Specialist | 6.03 | Claims Management | 0.5 | 0.8 | 0.8 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 1.0 |
| Buy America Subject Matter Expert (SME) | 6.04 | Buy America Compliance | 0.1 | 0.1 | 0.1 | 0.1 | 0.1 | 0.1 | 0.1 | 0.1 | 0.1 | 0.1 | 0.1 | 0.1 | 0.1 | 0.1 | - |
| **KEY AREA 7 - ADVISORY SERVICES** | **7.00** | | **6.7** | **6.2** | **3.6** | **2.6** | **2.0** | **1.5** | **0.9** | **0.9** | **0.6** | **0.6** | **0.6** | **0.6** | **0.6** | **0.6** | - |
| Strategic Advisor | 7.01 | Strategic Support | 2.0 | 2.0 | 1.8 | 1.3 | 0.9 | 0.9 | 0.8 | 0.8 | 0.5 | 0.5 | 0.5 | 0.5 | 0.5 | 0.5 | - |
| Strategic Advisor Support | 7.01 | Strategic Support | 0.5 | 0.5 | 0.5 | 0.5 | 0.5 | - | - | - | - | - | - | - | - | - | - |
| FFGA Support | 7.02 | FTA/ FFGA | 1.0 | 0.5 | 0.1 | 0.1 | 0.1 | - | - | - | - | - | - | - | - | - | - |
| FTA Advisory Support | 7.02 | FTA/ FFGA | 0.2 | 0.2 | 0.2 | 0.2 | 0.1 | 0.1 | 0.1 | 0.1 | 0.1 | 0.1 | 0.1 | 0.1 | 0.1 | 0.1 | - |
| FTA Coordinator | 7.02 | FTA/ FFGA | 0.5 | 0.5 | 0.1 | 0.1 | - | - | - | - | - | - | - | - | - | - | - |
| Funding | 7.03 | Funding | 1.0 | 1.0 | 1.0 | 0.5 | 0.5 | 0.5 | - | - | - | - | - | - | - | - | - |
| Procurement | 7.04 | Packaging/ Procurement Strategy | 1.0 | 1.0 | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Packaging and Delivery Methods | 7.04 | Packaging/ Procurement Strategy | 0.5 | 0.5 | - | - | - | - | - | - | - | - | - | - | - | - | - |
| | | | **81.5** | **79.7** | **63.3** | **58.2** | **50.6** | **47.2** | **42.5** | **36.1** | **29.3** | **23.0** | **20.6** | **18.9** | **16.0** | **11.6** | **3.6** |

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# Assumptions

We base BSV Delivery Partners' staffing plan in **Exhibit B.6** on the schedule included in the RFP as well as the following assumptions.

## KEY AREA 1 – PROGRAM MANAGEMENT

- Program Manager – Full-time through construction and testing before ramping down during contract closeout activities.
- Package Managers – Tunnel Project Manager - Full-time for duration of construction package(s), and then ramping down.
- ROW – Steady level of effort until start of construction, then level of effort ramps down until ROW complete in 2030.
- Third-Party Agreement – Staffing steadily ramping down through end of construction.
- Environmental – Maintain steady level of support through construction, tapering down near the end of construction.
- Sustainability – Maintain steady level of support until majority of construction begins then dropping off until end of construction.
- Constructability – Support through design phase.
- Operations Staffing – Includes JV business and commercial management at a steady level with a ramp down during contract closeout activities.
- Admin/Office Support – A higher level of effort assumed until all construction contracts are active, then ramping down until contract closeout activities as CMS will provide additional support during construction.

## KEY AREA 2 – ENGINEERING MANAGEMENT

- Engineering Manager and Office Engineer – Full-Time effort through end of construction, dropping to half-time through end of testing phase/ RSD, further dropping through end of contract.
- Facilities – Full-Time staffing assumed through the end of construction and then ramping down.
- Systems – Full-time through construction and testing before ramping down during contract closeout activities.
- Utilities – Duration of support coincides with timeline for utility relocations.
- Tunnel - Assumed a slightly higher level of project and office engineering effort for the first 18 months.
- Interface & Requirements Management – Full-time Leads and required support needed until beginning of all construction. Staffing drops through end of construction, further dropping through end of program.
- Configuration – Full-time through construction before ramping down starting in testing through project close-out.
- Turnover/ Revenue Start-Up – Support ramps up during testing and continues until RSD.
- Technical SME - Support assumed through the end of design.

## KEY AREA 3 – PROGRAM CONTROLS

- Program Controls Manager, Cost Controls Lead, and Risk Management Lead – Steady level of near-full-time effort is assumed for these positions.
- Scheduling Lead and Support – Steady level of support assumed until near completion of first two contracts. CMS to take over all program scheduling after that.
- Cost Estimating Lead and Support – Assumed a steady drop in level of effort through end of construction.
- Risk Management Support – Effort continues to be reduced over the construction phase and terminated near the end of construction.
- Reporting – Steady level of support through construction, ramping down until contract close-out.
- Document Control/ Admin – Steady level of support through construction, ramping down until contract close-out.

## KEY AREA 4 – QUALITY MANAGEMENT

- Full-Time Quality Manager and support staff until end of construction, reduced down through testing and further reduced down after RSD for contract closeout activities.

## KEY AREA 5 – SAFETY AND SECURITY

- Maintain steady level of Safety and Security Management staffing through construction, ramped up near the end of program for final safety certification.

## KEY AREA 6 – PROCUREMENT DEVELOPMENT/ CONTRACT MANAGEMENT

- Contract Management – Steady level of support through construction, ramping down until contract closeout.
- Procurement Management – Level of support increases with start of procurement activities before decreasing with start of construction.
- Claims Management – Steady level of support through the duration of the project.
- Buy America Compliance – Steady level of support through construction, ramping down until contract closeout.

## KEY AREA 7 – ADVISORY SERVICES

- Strategic Support – Two Full-Time support assumed for the first two years, dropping off slightly with start of construction, leveling off with start of testing through contract closeout.
- FTA/ FFGA – High-level of support through FFGA application before ramping down to an as-needed state for duration of the project.
- Funding – Steady level of support before ramping down as tunnel mining starts and concluding mid-point of construction.
- Packaging/ Procurement Strategy – Steady level of support through design and procurement activities.

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# MAINTAINING A STRONG TEAM OVER THE DURATION OF THE PROJECT

For a multiyear program the length of BSVII, staffing changes are inevitable, but can often be anticipated. BSV Delivery Partners has been successful recruiting and replacing key staff during our participation on the program.

BSV Delivery Partners' Program Management Support Team, led by **Raul Laborin**, has a key role in identifying replacements for key roles and supporting positions. Raul is primarily responsible for monitoring our staffing needs and working with our JV board, the HR departments within the JV firms, and our subconsultants to identify, vet, and present replacement personnel.

Our method for identifying replacement key and additional personnel is summarized below.

- Anticipate needs for staffing replacements, including replacements for personnel indicated in our staffing plan in **Exhibit B.6**.
- Leverage the deep bench of our team—including the bench resources shown in **Exhibit B.3**, the combined 20,000+ U.S. employees at HNTB and WSP, and our 28 subconsultants—to identify potential replacement candidates.
- Evaluate potential candidates to confirm they have the relevant qualifications and required availability.

The personnel we propose for key roles and supporting positions for BSVII are highly experienced and skilled experts. Our goal is to minimize the time needed to find and present these replacements to VTA. For that reason, we have developed not only our bench of as-needed resources, but also have included deputies and support staff on our organization chart in **Exhibit B.2** as potential successors to our key personnel.

When we have advanced knowledge when a key or additional position can no longer stay on the program, BSV Delivery Partners' goal is to find and onboard that replacement to promote a smooth transition and minimize disruptions to program delivery. In our experience on BSVII and other transportation programs, it can take between two and four weeks to identify, evaluate, and vet candidates for key and additional personnel. We confirm that we will comply with the Contract's limitations and processes for replacing Key Personnel, including obtaining VTA's written approval prior to any changes

BSV Delivery Partners' deep bench of staff include more than 20,000 employees in the U.S., including more than 1,100 in Northern California, within our JV firms.

| FIRM | TOTAL OFFICES | LOCAL OFFICES | TOTAL STAFF | LOCAL STAFF |
|---|---|---|---|---|
| HNTB | 84 | 3 | 6,900+ | 141 |
| WSP | 540+ | 4 | 19,000+ | 975 |

## Inclusivity and Workforce Development

This program's challenges are diverse, and success depends on the ability to offer solutions with an equally diverse perspective. BSV Delivery Partners is committed to creating an environment in which we embrace all voices, ideas, differences, and beliefs. Further, we are committed to developing our team and the community with enhanced training and advancement opportunities. This focus will result in an engaged workforce and allow us to bring VTA and the larger community the very best that BSV Delivery Partners has to offer.




*The Annual Immersion Program*

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## STRATEGIES FOR INCLUSIVITY AND WORKFORCE DEVELOPMENT

Our approach promotes inclusivity, supports small/local businesses, and strengthens workforce development through targeted practices and community engagement.

- **Human Resources Practices:** We will leverage our firms' inclusion efforts such as WSP's Blue Ocean Brain training program, best hiring practices, and leadership development for emerging talent.
- **Staff Investment:** We will provide opportunities such as mentorship, professional organization participation, and conference attendance to underrepresented groups working on the PMC.
- **Employee Interest Groups:** BSV Delivery Partners has internal working groups—such as WSP's Developing Professionals Network and Employee Resource Groups for women, Black, Hispanic, Asian American and Pacific Islander (AAPI), and LGBTQ+ professional.
- **Lowering Barriers:** BSV Delivery Partners will carefully review the minimum qualifications for each open role, and evaluate how we can be flexible to provide growth opportunities for candidates from underrepresented groups.

BSV Delivery Partners will focus on three key areas to identify and recruit qualified, local staff, and provide enhanced employment opportunities for the surrounding community.

- **Internships:** JV partners will recruit local interns specifically for BSV program, and will encourage major subconsultants to participate.
- **Strategic Partnerships:** We will partner with local community colleges and universities to conduct outreach with local public colleges, trade schools, and universities such as San Jose State University and San Jose City College to help develop the local workforce for the program.
- **Focused Recruiting:** We will conduct focused recruiting efforts for early, mid-career and senior professionals in San Jose and Santa Clara County.
- **Industry Outreach Events:** We participate in VTA's regular outreach events by hosting a table and providing information about the program and information on how to contract our JV. Our JV also attends other Bay Area outreach events through Caltrans, BART, and the surrounding county agencies.

BSV Delivery Partners' HNTB is partnered with San Jose State University's Mineta Transportation Institute (MTI), an organized research and training unit, to foster the next generation of transportation professionals. This collaboration aims to promote inclusion within the transportation industry by sparking early interest and broadening the pipeline of future professionals through initiatives like the Mineta Summer Transportation Institute and the HNTB Spark Scholarship.

During the annual immersion program, HNTB professionals contribute their expertise by conducting workshops introducing students to real-world applications of transportation principles through hands-on activities, holding panel discussions on various transportation and infrastructure career opportunities, and coaching students on how to successfully secure internships.

*"HNTB's support has been instrumental in empowering a diverse group of students, Together, we are positively impacting the next generation of transportation leaders."*

**Karen Philbrick**
Executive Director of MTI

BSV Delivery Partners is committed to supporting VTA's Office of Business Development Programs with helping the agency achieve their goals. The team worked closely with the office to develop a Mentor-Protégé Program that paired the large JV firms with local and small business firms, involved monthly check-in meetings, and also included monthly lunchtime education sessions that were open to the public. Our team recognizes the importance of supporting business diversity, and remains committed to continuing working closely with the VTA and Remi Awosanya's team.

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*Tunnel Project Manager Chuck Morganson meeting with Program Management Support Lead Raul Laborin (left) and Cost Control Lead Pavan Gotha (center)*

SECTION C

# Qualifications of Key Personnel

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# C. QUALIFICATIONS OF KEY PERSONNEL

## AT A GLANCE

BSV Delivery Partners presents our vision for the program from today to completion and turnover. Key updates from our proposal for this section are described below.

### Key Personnel

Our key personnel include a our new Program Manager Kieran Spillane. We removed the CP2 Engineering Manager from key personnel per revised requirements in the BAFO. We also updated the requirements for each position based on the BAFO revisions.

### Additional Personnel

We removed resumes for additional personnel (redefined in the BAFO as support staff for key subfunctions) as this request was removed in the BAFO for this section. We summarized their roles, qualifications, and experience in the previous section.

## A LEAN, LOCAL, AND ADAPTABLE TEAM

The BSV Delivery Partners brings back an established team that has constantly adapted and flexed to the changing needs of VTA's program. We have brought in new staff in times of increased intensity, infused industry leading SMEs where needed, and have implemented succession planning on multiple occasions. We are committed to having the right people at the right times to work as your integrated partner.

## THE VALUE OF FOUNDATIONAL KNOWLEDGE

Delivering this project to full completion requires fulfilling dozens of promises and commitments, verifying seamless integration with the existing BART system, and having clarity on what needs to be built, by whom, and when. We will make sure every detail is addressed, promote critical coordination, and serve as champions for the design's goals when revenue service is achieved.

## SOLUTIONS THAT DRIVE DELIVERY

Our team is setup to address the most pressing near-term needs while keeping focus on the actions that will drive program completion. Our expanded staff for this RFP have track records of resolving complex issues and completing some of the most challenging transit and rail projects across the country. We are assembled to help you move out of design, into construction, and onto a world-class operating transit system.

## PROPOSED PERSONNEL

BSV Delivery Partners presents VTA with an exceptional team that retains the foundational knowledge and critical continuity important for the remaining stages of the project, enhanced by new key personnel to help VTA drive the program forward in an efficient and directed manner. All key and key support personnel are committed to this program, and intend to remain on the program for the first year and beyond. The subsequent pages include resumes for the Key Personnel positions identified in the BAFO. The resumes detail each individual's specific background, experience, skills of relevance, and the number of years of relevant experience. Each resume includes at least three projects that are most similar to BSVII. As requested in the RFP, the resumes for Key Personnel also highlight a project in which they made a significant contribution and three challenges the candidate faced on projects relevant to BSVII.



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## MEETING OR EXCEEDING THE PERSONNEL CRITERIA IN THE RFP

BSV Delivery Partners provides VTA with a complete roster of individuals that meet or exceed all the criteria and qualifications included in the RFP. The personal biographies below summarize VTA's criteria and demonstrates each person's specific credentials and experience that satisfy VTA's requirements accordingly. Complete descriptions of qualifications can be found on their full resumes in subsequent pages.



100% AVAILABILITY

**Deputy Chief, Program Manager**
**KIERAN SPILLANE**

RFP CRITERIA



100% AVAILABILITY

**Tunnel Project Manager**
**CHUCK MORGANSON**

RFP CRITERIA



75% AVAILABILITY

**Safety and Security Manager**
**LURAE STUART**

RFP CRITERIA

[redacted]

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100% AVAILABILITY

## Project Controls Manager
### DREW PEARCE

RFP CRITERIA



100% AVAILABILITY

## Engineering Manager
### CHRIS METZGER

RFP CRITERIA

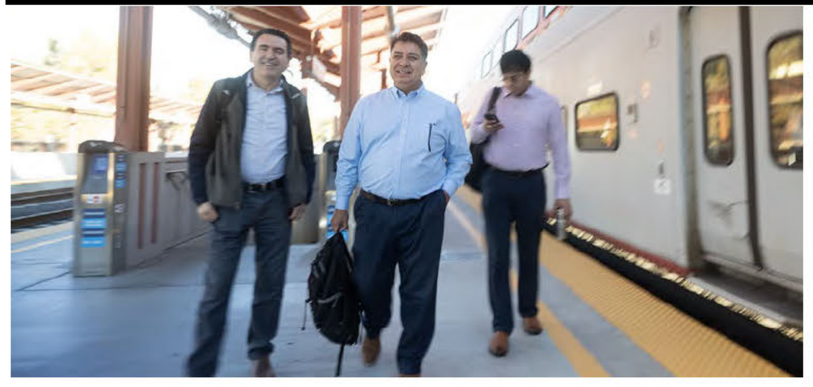


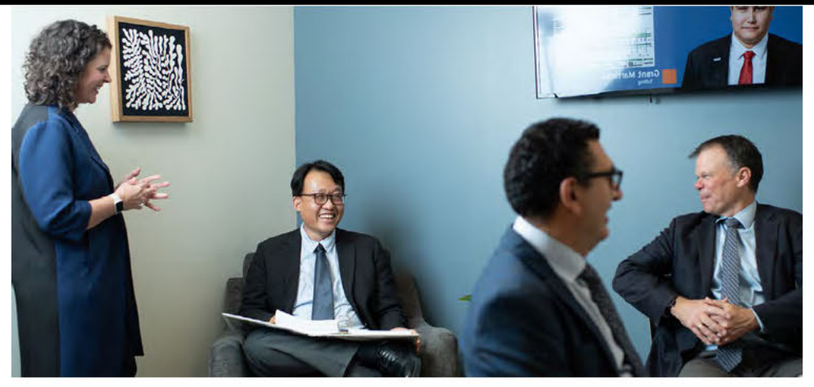
100% AVAILABILITY

## Quality Manager
### CHRIS RALSTON

RFP CRITERIA

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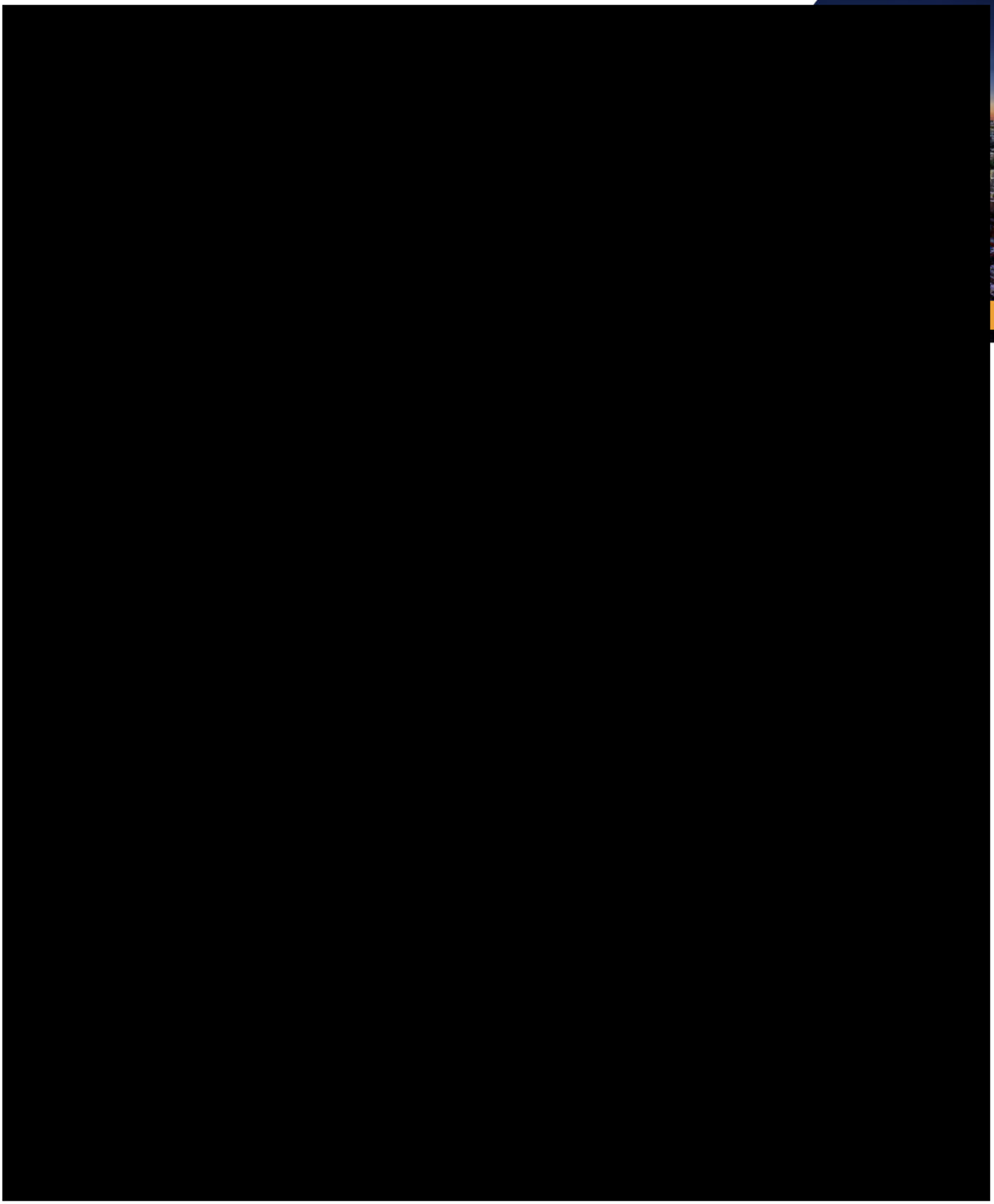


# KIERAN SPILLANE PE

## PROGRAM MANAGER

100% AVAILABILITY

[redacted]



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100% AVAILABILITY

## Chuck Morganson PE · CCM

### TUNNEL MANAGER

[redacted]

[redacted]

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75% AVAILABILITY

# Lurae Stuart TSSP

## SAFETY AND SECURITY MANAGER

[redacted]



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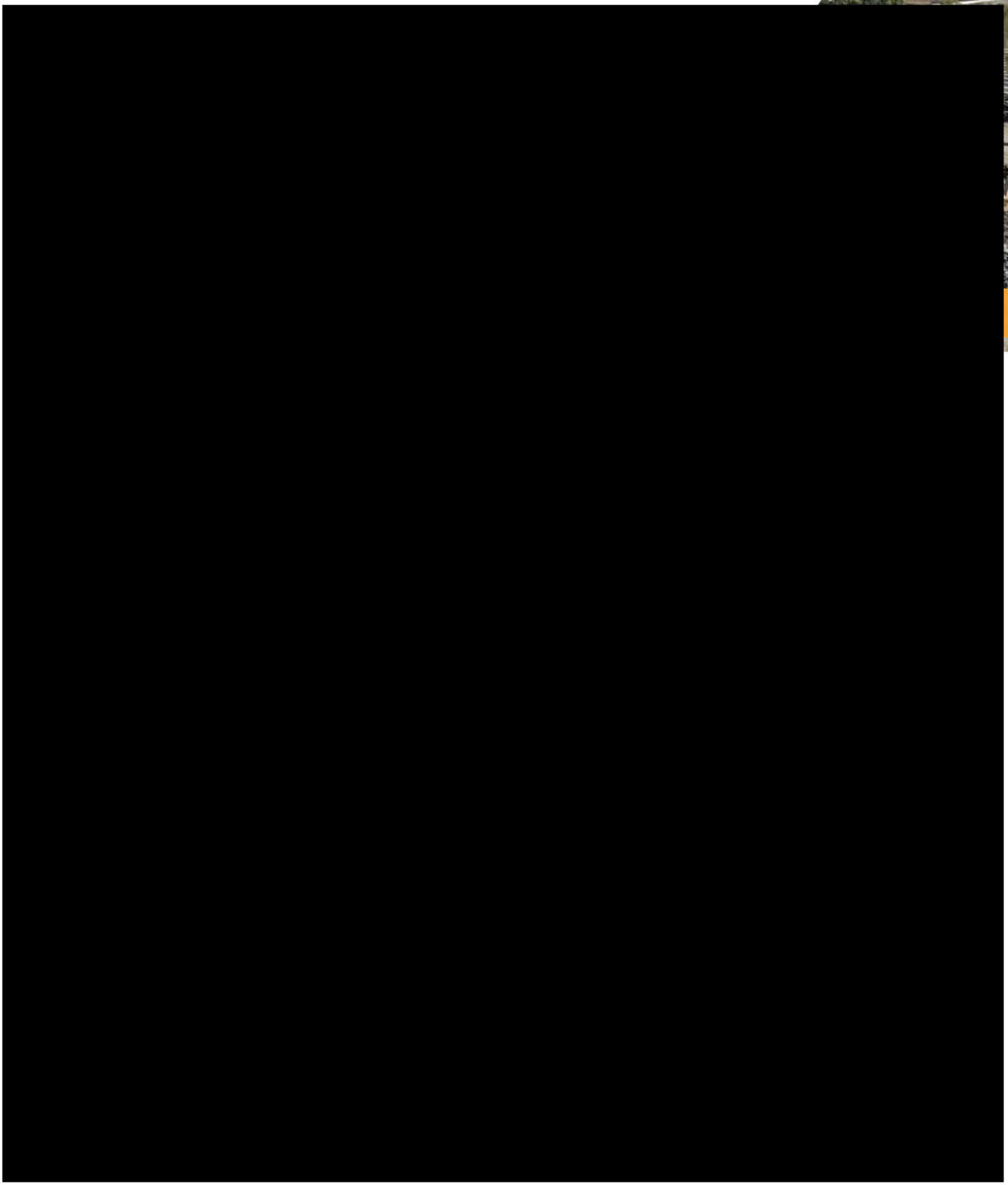


100% AVAILABILITY

# Andrew (Drew) Pearce

## PROJECT CONTROLS MANAGER

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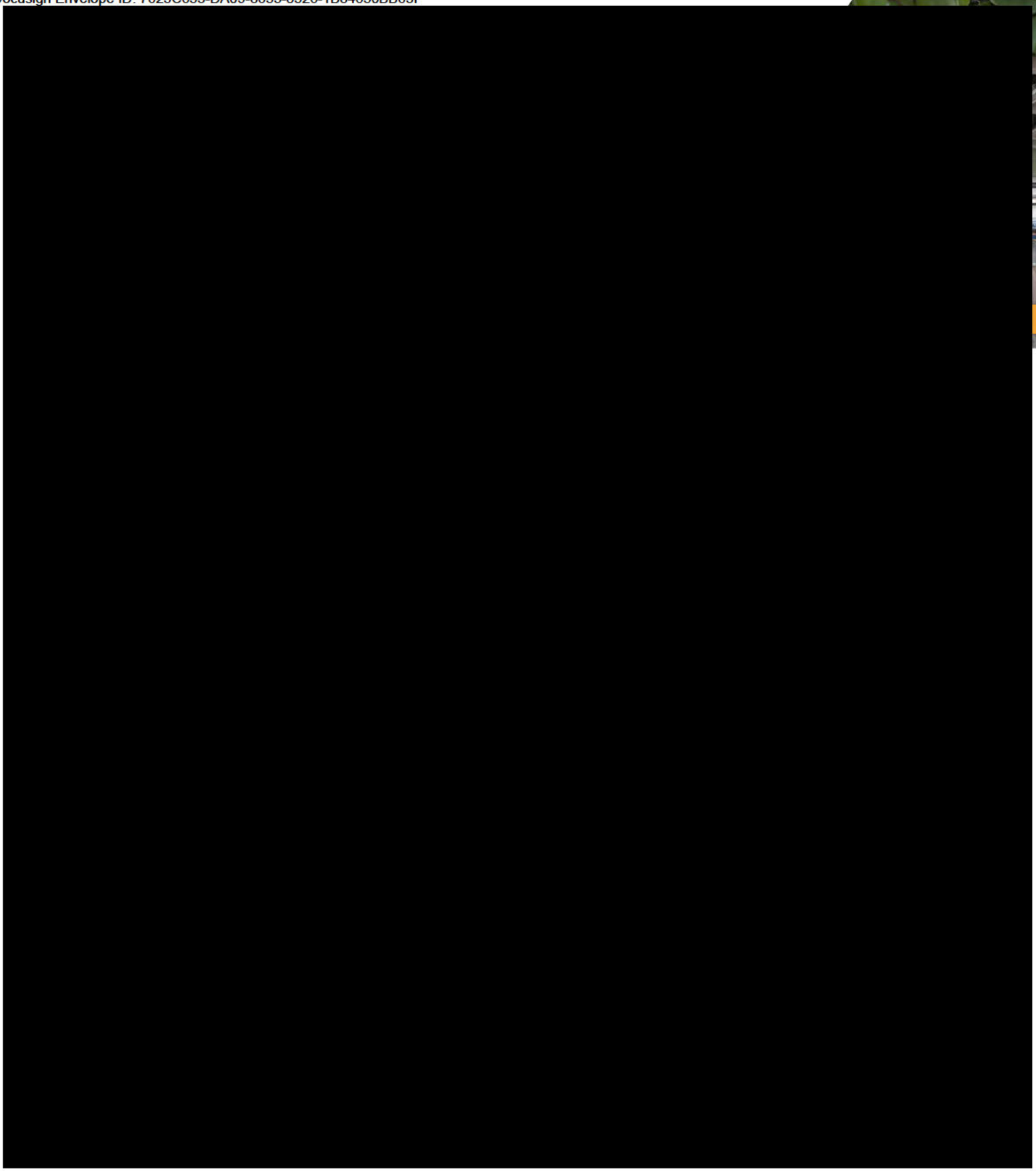


100% AVAILABILITY

## Chris Metzger PE · LEED AP

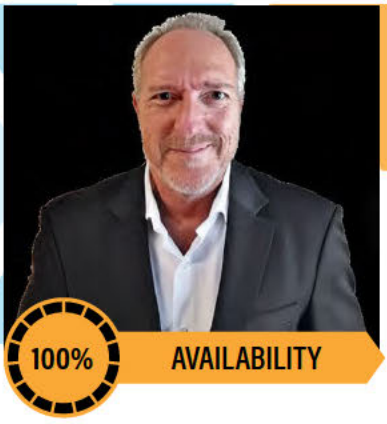
### ENGINEERING MANAGER

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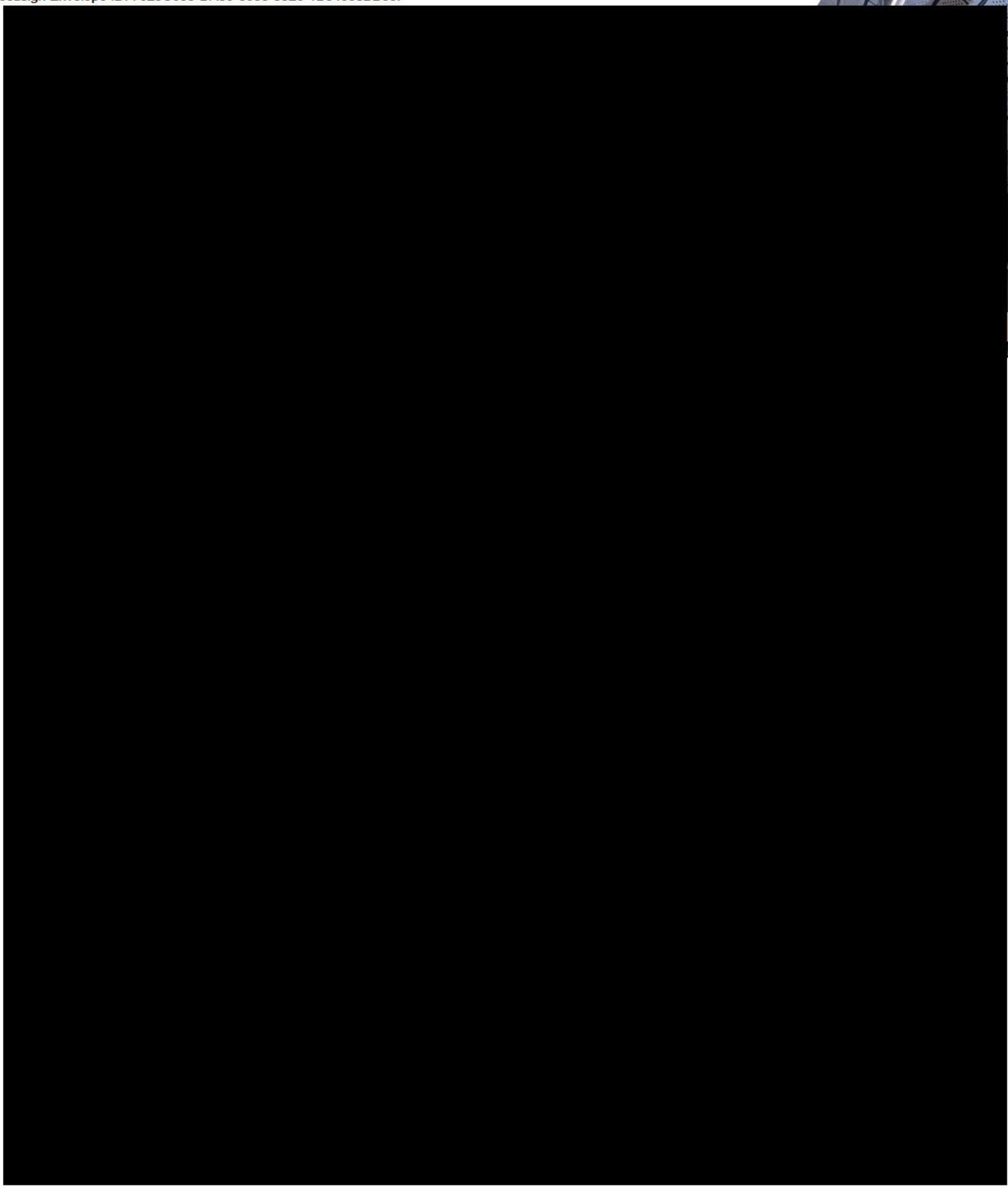


100% AVAILABILITY

## Chris Ralston CQCM · LEED AP

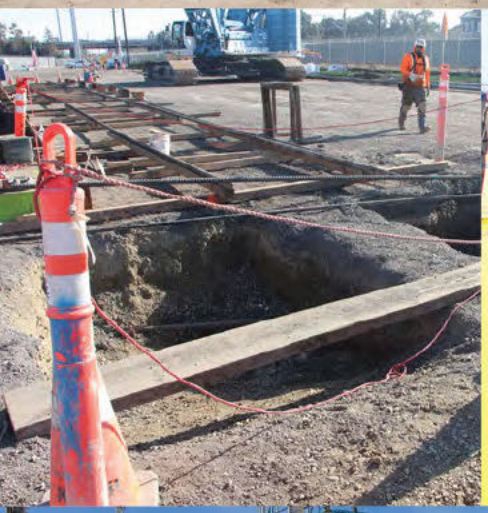
### QUALITY MANAGER

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*West Portal construction activities in December*

SECTION D

# Work Plan / Project Understanding and Schedule

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# D. WORK PLAN/PROJECT UNDERSTANDING AND SCHEDULE

## AT A GLANCE

BSV Delivery Partners presents our vision for the program from today to completion and turnover. Key updates from our proposal for this section are described below.

### Project Understanding and Work Plan

We have refined our project understanding and updated the work plan including tasks and deliverables to reflect current program schedule and status and revised contract start date, strategically refreshing our approach to initial services and aligning it with the revamped organizational structure.

### Approach to Schedule and Managing Issues/Challenges

We described four main program implementation stages and graphically depicted these stages in Exhibit D.2 and a 12-month work plan in Exhibit D.3. A 90-day mobilization plan will not be necessary due to our role on the project.

### Key Performance Indicators

We updated the key performance indicators (KPIs) to conform with the the BAFO and provided measures to track how we are meeting goals within cost and schedule.

### A LEAN, LOCAL, AND ADAPTABLE TEAM

BSV Delivery Partners believes in providing you with local professionals who can wear multiple hats and adapt as the project progresses from design to construction, including when responsibilities transition to the CMS.

### THE VALUE OF FOUNDATIONAL KNOWLEDGE

Our proposed approaches to the delivery of Tunnel, interface management, program controls, implementation management, and turnover management will assist VTA in not skipping a beat and delivering as promised on schedule.

### SOLUTIONS THAT DRIVE DELIVERY

Our proposed solutions derive from a deep understanding of this program, the community it serves, and past decisions made on the program. We will drive a forward-looking approach, and will keep leveraging the strong relationships we have developed with project participants and key stakeholders — like the GEC and CMS contractor, the KST JV, BART, the cities of San Jose and Santa Clara, the FTA, and the Project Management Oversight Contractor (PMOC) — to advance the project to revenue service.

## *1. Understanding of the BSVII Program and Schedule*

The BSVII program is a 6-mile-long transit project designed to close the existing gap in the rail transit network around the San Francisco Bay and provide critical BART access to downtown San Jose and Santa Clara.

BSV Delivery Partners has been on the journey with VTA to "ring the Bay" even before our PMC contract officially started in 2017. As a result, we have built a valuable foundation of knowledge to help you advance the program. We have been right there with you, helping VTA make the right decisions to achieve the best possible outcomes for the project. Our team has been involved in hiring consultants and contractors, and we have used our strong connections with BART and FTA to help craft a project that truly meets the needs of both the transit operators and the communities that BSVII will serve.

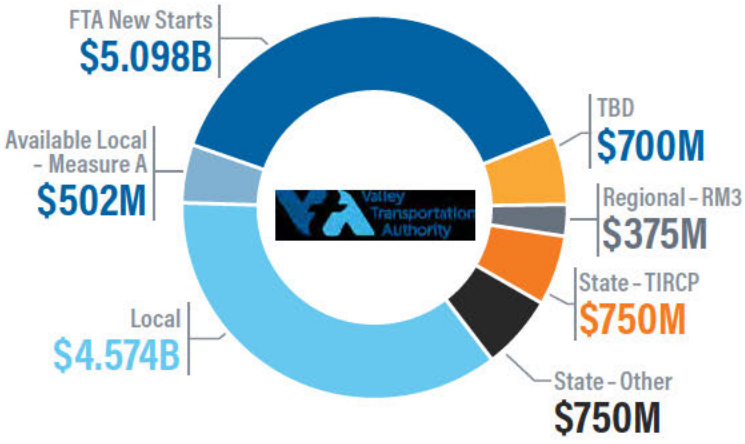
VTA is now much closer to securing full funding for this project that will transform downtown San Jose and connect the communities around the Bay. FTA has committed a near-record $5.1B to the BSVII program, which complements $1.5B in state funding, $375M in regional funding, and more than $5B in local funding , as shown in **Exhibit D.1**.

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**Achieving the FTA New Starts Entry into Engineering milestone and confirming the project's single-bore configuration are two momentous accomplishments that build momentum for moving the program forward.** As your current PMC, BSV Delivery Partners is actively engaged with VTA, the PDB contractor, the GEC and CMS, BART, and other stakeholders to build on our recent successes and continue moving the program forward over the critical next 12-18 month period when we will together oversee final design completion, apply for the FFGA, continue early works construction and plan for the arrival of the TBM leading to the much anticipated start of tunneling.

*Exhibit D.1: Program funding sources*




In the near term, important project milestones and activities include:

- Supporting VTA's effort to ensure there is clear alignment between project funding and costs, and identification of additional funding sources where needed.
- Providing strategic support to VTA in orchestrating a comprehensive public relations and government relations initiative, leveraging Federal, state, and local channels for maximum impact.
- Advancing early works construction activities including the West Portal TBM launch structure, and long lead procurement elements for the TBM and the Precast Tunnel Liner (PCTL) fabrication facility.
- Supporting VTA in exploring potential paths forward with the current PDB contractor, KST, for delivery of the tunnel scope, or advancement of a new tunnel procurement contract if deemed necessary.
- Engaging with community working groups regarding station layouts, passenger experience, and aesthetics.
- Finalizing updates to the Construction Implementation Plan by evaluating current contract packaging approach and potential changes resulting from the tunnel contract's anticipated scope reductions, market conditions, and industry interest.
- Overseeing the completion of final design for the stations, yard and systems components of work in preparation for the procurement of those construction contracts.
- Development and submittal of the application for the Full Funding Grant Agreement (FFGA).

Achieving these milestones also requires coordination with the following major project stakeholders.

**BART**

- Operates and maintains the system
- Approves the design

**Federal Transit Administration**

- Funding partner
- Oversees the program's compliance with federal funding requirements

**City of San José / City of Santa Clara**

- Provides input and approvals for project elements, including the Construction Transportation Management Plan (CTMP)

**Other Stakeholders**

- Utility owners
- Property and business owners
- Community Working Groups
- UPRR
- Caltrain

BSV Delivery Partners is committed to supporting VTA in proactively managing cost, schedule, and transparent communication with the VTA board, stakeholders, and the public. Our comprehensive, forward-thinking approach will guide VTA from the next 12 months post-NTP to achieving revenue service in 2037.

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## Project Schedule, Issues and Challenges

The BSVII project is one of the largest and most complex transit programs in the United States, with the biggest FTA funding award outside of New York. A project of this scale comes with unique challenges. BSV Delivery Partners has already helped VTA tackle various issues, such as finding the optimal tunnel and station configuration to avoid impacting downtown San Jose while meeting operator needs. We have supported VTA in evolving your contracting strategy to better match the market, and have organized multiple value engineering and design optimization efforts to reduce costs and improve functionality.

Our knowledge of the BSVII affords us a clear understanding of each of the four main program implementation stages, as outlined below and graphically depicted in **Exhibit D.2** (see page 106).

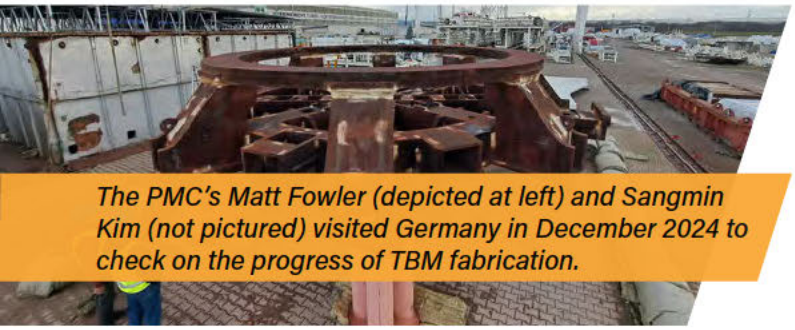
### 1. OBTAIN FFGA, COMPLETE FINAL DESIGN AND EARLY WORKS CONSTRUCTION (2026-2027)

Described in further detail in the Work Plan following this section, the next two years following NTP will be primarily focused on:

- Continued partnership with BART to advance final design to completion based on BSV's approved design criteria or working through the Request for Variance process where needed.
- Engagement with key stakeholders—such as the cities of San Jose and Santa Clara, Caltrain, and Caltrans in addition to Community Working Groups and Station Design Review Committees—to support VTA's Stakeholder Management team in incorporating inputs, as appropriate, into final design.
- Close coordination with FTA to secure the FFGA.
- Completion of utility relocations and archaeological testing.
- Completion of the PDB contractor's early works construction activities and determination of appropriate path forward for remaining scope of work. This may include possible supplemental procurements for portions of the current tunnel contract scope. An update to the Construction Implementation Plan is required and is assumed will be complete before NTP for this contract.

### 2. CONTRACT PACKAGE PROCUREMENTS (2027-2029)

We will begin procurement efforts once we have overseen the final design of the stations, yard and systems scope elements while tunnel construction will be ongoing. It should be noted that completion of design along with the timing of various procurements will be on different timelines pending the finalization of the contract packaging and delivery approach.



*The PMC's Matt Fowler (depicted at left) and Sangmin Kim (not pictured) visited Germany in December 2024 to check on the progress of TBM fabrication.*

BSV Delivery Partners will support VTA in developing procurement packages for the stations, yard, and systems scopes of work. These scopes may be divided into smaller packages based on the updated Construction Implementation Plan. The PMC will collaborate closely with the GEC, VTA legal, and outside counsel to finalize the bid documents for each CP. Key milestones during the procurement stage include the issuance of the RFP, selection of contractors, Board authorization, and issuance of the NTP. Although VTA oversees the overall procurement process, we will provide dedicated contract managers for each CP to support VTA procurement staff until all work is fully contracted and the CMS team takes over the construction phase contract administration. At VTA's discretion, we will continue to provide oversight of the CMS team as your owner's representative.

In addition to this procurement focus, tunnel excavation will be underway—a critical three-year period for the tunnel contract. The Newhall Yard will be used to fabricate and store tunnel lining segments until ready for installation through the West Portal. The muck from mining will also be conveyed to the surface, processed, and disposed of via truck or rail. BSV Delivery Partners will continue to work closely with the CMS and GEC during this phase.

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## 3. CONSTRUCTION (2029-2034)

All construction packages will generally be awarded at this stage, and BSV Delivery Partners will work closely with VTA and the CMS as the program's focus shifts to construction and contract management. Ongoing program management efforts will continue throughout construction, including stakeholder coordination support and management of quality and safety, program controls, contract management/CMS oversight, environmental compliance, and DSDC.

The timing to begin construction for each contract package is based on the construction interfaces between all contract packages, which we will manage via the Interface Control Documents. Requirements for shared access or handover to a follow-on contractor will be spelled out in the construction contracts.

## 4. TESTING, COMMISSIONING AND TURNOVER (2035-2037)

As construction completes, overall program management activities will wind down, and our focus will be on supporting testing, commissioning, and turn-over. This phase includes:

- Coordination of inspection, testing and turnover tasks, requirements, and documentation within the contract packages.
- Ongoing updates to programmatic budget and schedule and monthly reporting of status and trends to FTA.
- Formalizing a governance framework between VTA and operations-period stakeholders on the associated roles and responsibilities.
- Refining maps to define the areas for jurisdictional responsibility (e.g., maintenance, security, operations).

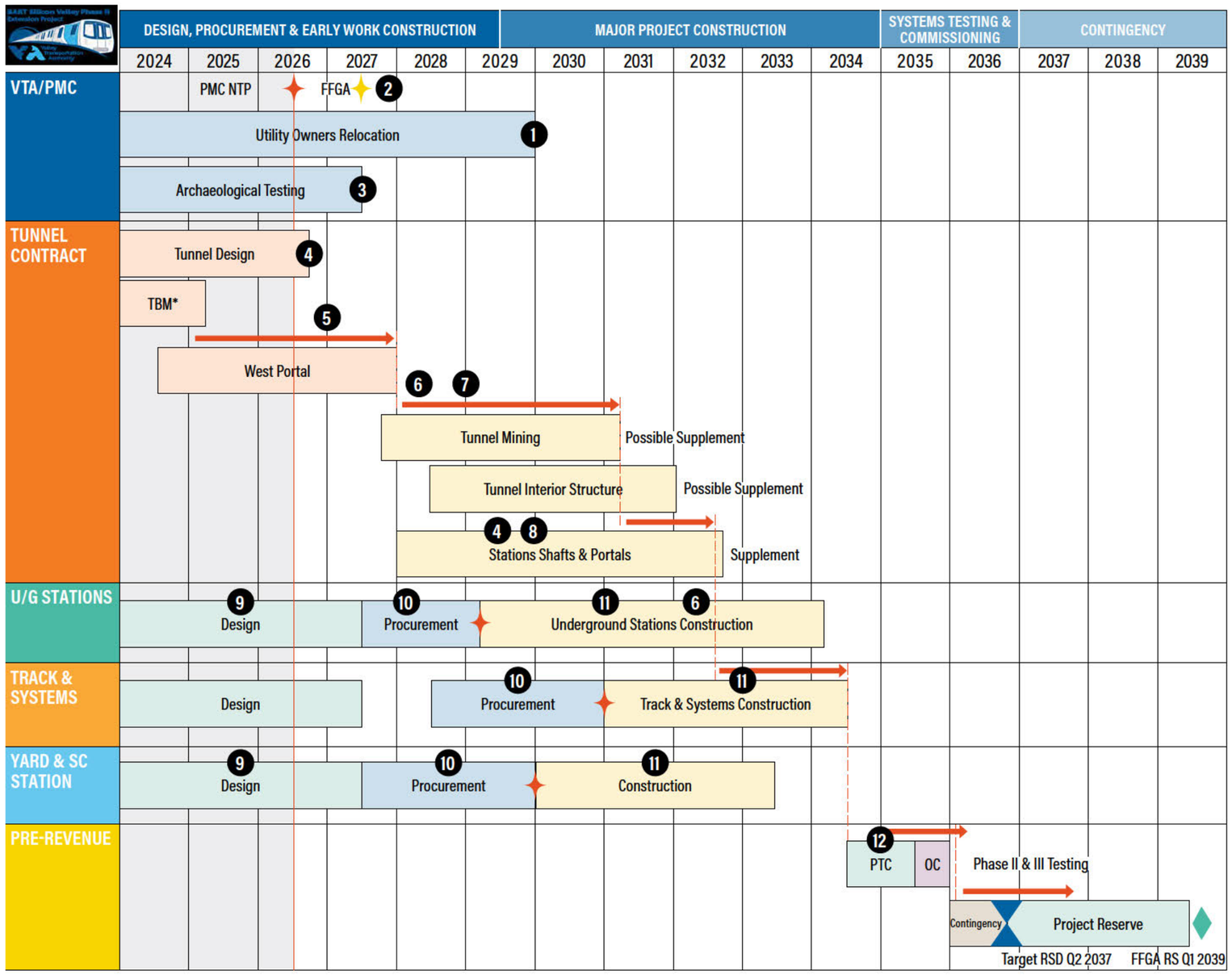
Our understanding of the key project risks and challenges going forward is summarized in **Exhibit D.2** on the next page, along with our proposed approaches to mitigate risk. Our approach to these challenges is also discussed in more detail throughout our work plan.

### MANAGING RISK

**When leading on risk management, Justine Belizaire, who is on our Program Controls team, will already hit the ground running by using the same risk register that BSV Delivery Partners has developed and currently uses on the BSVII program. We meet regularly with VTA to discuss key challenges and risks, which include Tunnel negotiations and possible off-ramping, stakeholder requests, and competitive bidding (as shown in Exhibit D.2). Our JV has supported VTA with expertise and advice on many of these issues, including providing a highly experienced expert for Tunnel negotiations, assigning Gary Kennerley and Greg Thiebaut to facilitate station design discussions, and engaging Louis Alcorn to lead WSP's grants team to help VTA explore additional funding options.**



*Exhibit D.2: Our forward-looking approach is based on our deep knowledge of the BSVII program and how potential project challenges need to be managed to meet the schedule.*




*Schedule assumptions shown here generally align with VTA's RFP schedule

** Design, Fabrication, Shipping, Assemble

| | KEY RISKS & CHALLENGES | BSV DELIVERY PARTNERS' APPROACH |
|---|---|---|
| 1 | Late discovery of utilities or utility conflicts that may require additional utilities re-design and/or relocations, increasing cost and causing schedule delays. | Continue coordination with the Cities of San Jose and Santa Clara for new developments and utilities. The Contractor to coordinate storm drain design before implementing relocations of other utilities to avoid redesign/re-relocation. |
| 2 | VTA's financial capacity/funding plan to cover program cost may be insufficient to complete the project. | Continue implementation of cost savings measures. Partner with VTA to identify additional funding sources. Leverage our proven positive track record with FTA, to help VTA secure the FFGA prior to the need by date. |
| 3 | Positive findings during implementation of archaeological testing program results in schedule delays. | Continue to implement early archaeological testing and data recovery plan. Work closely with VTA's Environmental Lead regarding construction schedule as well as to plan for potential concurrent data recovery programs. |
| 4 | Failure to secure a lump-sum price with KST, resulting in full or partial off-ramp. Introduces Stage 2 schedule uncertainty and causes potential delays. | Advance recommendations from BSV Delivery Partner's Procurement and Delivery Options Assessment. Continue market sounding, update Construction Implementation Plan with revised contract packaging approach, assess KST advancement of additional enabling works to mitigate schedule delay, advance supplemental tunnel contract procurement if needed. Provide seconded procurement staff to VTA to support accelerated procurement. |
| 5 | Delays with Tunnel Contract Early Works schedule affects start of tunnel mining, which lengthens the program's critical path to completion. | Coordinate with CMS in implementing a construction focused Risk/ Issues Register to proactively identify potential issues and develop mitigation plans early on. CMS to perform monthly walk-throughs to monitor construction progress and identify potential issues. |
| 6 | Issues during construction including ground settlement, unanticipated damage to historic buildings, differing ground conditions or general construction labor shortages could drive up costs or delay schedule. | Coordinate with CMS and Contractor on implementation of Instrumentation and Monitoring program for sensitive structures, develop contingency plan for differing soil conditions, work with contractor to develop 3-month and 6-month lookaheads and resource needs, and prioritize resource needs on critical/near-critical path work. |
| 7 | Issues during construction including TBM mechanical failure, or obstructions within tunnel horizon could delay schedule for completion or increase construction costs. | Review Contractor's TBM maintenance and mitigation plan. Coordinate with CMS to implement real-time TBM monitoring during construction. Verify contractor is doing their due diligence to identify any new potential obstructions and have developed contingency plans for various obstructions that may be encountered. |
| 8 | Necessary parcels are not available for critical path construction due to condemnation or other unforeseen circumstances, delaying the program schedule. | Coordinate closely with VTA's Real Estate team, Contractor, and engineering consultants to identify and prioritize remaining acquisitions and align parcel availability with construction need by date. Real estate acquisitions are not currently on the critical path. |
| 9 | Station design changes due to stakeholder input could increase program cost. | Continue to support Design Review Committee (DRC) process and engagement with community as design progresses. Explore cost sharing opportunities with key stakeholders for any identified betterments. |
| 10 | Large contract sizes may result in lack of competitive bidders or inclusion of cost premiums by contractors, driving up program costs. | Update market saturation study and commence additional market sounding to further gauge current industry interest. Update Construction Implementation Plan to determine possible further breakout of current packaging, and balance contract size with number of contract interfaces Increase industry outreach for future procurements. |
| 11 | Interdependency of construction contracts and construction in a congested urban environment brings the potential for interface issues and disputes between contractors, potentially resulting in cost increases and/or schedule delays. | Update and complete robust interface control documents for inclusion in all future construction procurements. Proactively manage program schedule with CMS input to define clear handoffs and inclusion of interface float. |
| 12 | Testing and commissioning delays due to systems integration, interface or installation verification issues could delay schedule for startup of revenue service. | Include sufficient time and detail in schedule for testing activities. Continue to closely integrate BART's operations team throughout every phase of program. Continue implementation of comprehensive requirements management program. |

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# 2. Work Plan

## HIGH-LEVEL WORK PLAN FOR INITIAL SERVICES

BSV Delivery Partners' high-level work plan is based on our current involvement with the program and our knowledge of ongoing activities and priorities as well as our understanding of what's next. This work plan, depicted in greater detail in **Exhibit D.3** on the next page, includes the following key elements:

### Path to FFGA

- VTA currently anticipates an FFGA application submittal in Q4 2026. Our team is ready to provide seamless continued support for this critical effort by developing program cost workbooks following the revised 60% design submittal in the summer, updating plans and procedures as necessary, aligning the cost workbook and program schedule with revised contract packaging, and providing insights and advice as to timing and strategy through our internal FTA advisory team.
- Our team will proactively support VTA to identify key decision points and strategies to accelerate this process.

### Oversight of Final Design/IFC Document Completion

- The interim design incorporating the configuration approved by the board in October, 2025, will be submitted and reviewed prior to July 2026. We will continue to resolve comments during July and August of this year. With an approved delivery approach, we will oversee the GEC's final design development and construction document preparation for the Underground Stations, Systems, Newhall Yard and Santa Clara Station, working toward an 85% design milestone near the end of this year. Specific deliverable dates will be organized to align with priority packaging, interface and risk management and the approved delivery strategy.
- The PMC engineering leadership team of **Chris Metzger** (Engineering Manager), **Chuck Morganson** (Tunnel Technical Lead), **Greg Thiebaut** (Facilities Technical Lead), and **Tony Murphy** (Systems Technical Lead), recognizes the opportunity at this juncture to enhance our GEC and design management approach to provide more targeted direction, oversee the development of situationally appropriate work products, and reduce overall burn rate for design team's efforts as the program moves into the final design and construction phases.
- Design interfaces continue to be critical for both GEC and CMS to avoid delaying the design progress. Chris will lead this effort for the PMC with support from Interface Lead Devang Desai, Turnover Manager Tony Murphy, and the Design Coordinators for each construction package.
- The definition of integration and testing requirements is well under way but must continue to evolve during the design phase, where development of the technical requirements are incorporated into the contract documents.

### Tunnel Contract Path Forward

- Our team has supported VTA for the past year in both development of an off-ramp plan for the current PDB contractor and development of a new tunnel procurement. We will continue to support VTA in solidifying the appropriate path forward for the tunnel contract, determining the appropriate scope demarcation between KST's contract and initiating additional procurements as deemed necessary.

### West Portal and TBM Enabling Works Construction

- Work will continue to early work items authorized in early 2026, including the construction of the tunnel lining concrete precasting plant and storage area for the tunnel segments, procurement of long lead equipment for tunneling, TBM power set-up and installation of instrumentation and monitoring equipment.
- Utility relocations will continue at West Portal with focus on completing the Sprint relocation and coordination of PG&E's 115kV interconnection for TBM Power.
- Our team continues to advance remaining non-critical third-party agreements such as Cal/OSHA mining permit and the Caltrans Encroachment Permit for Instrumentation and Monitoring installation.

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## Underground Station Site and East Portal Construction Readiness

- Real estate acquisitions are also proceeding per schedule, with our Right of Way Lead **Craig Constant** keeping acquisitions ahead of construction need-by dates and off the critical path.
- Archaeological testing and data recovery continue to advance early as a risk mitigation measure to avoid possible schedule delays resulting from positive findings.
- Utility relocations continue at Diridon Station, Downtown San Jose Station, and the East Portal. Utility owner engineering will advance for relocations associated with 28th St. Station civil improvements.




*AT&T's Communication Duct Bank Relocation at Diridon Station*

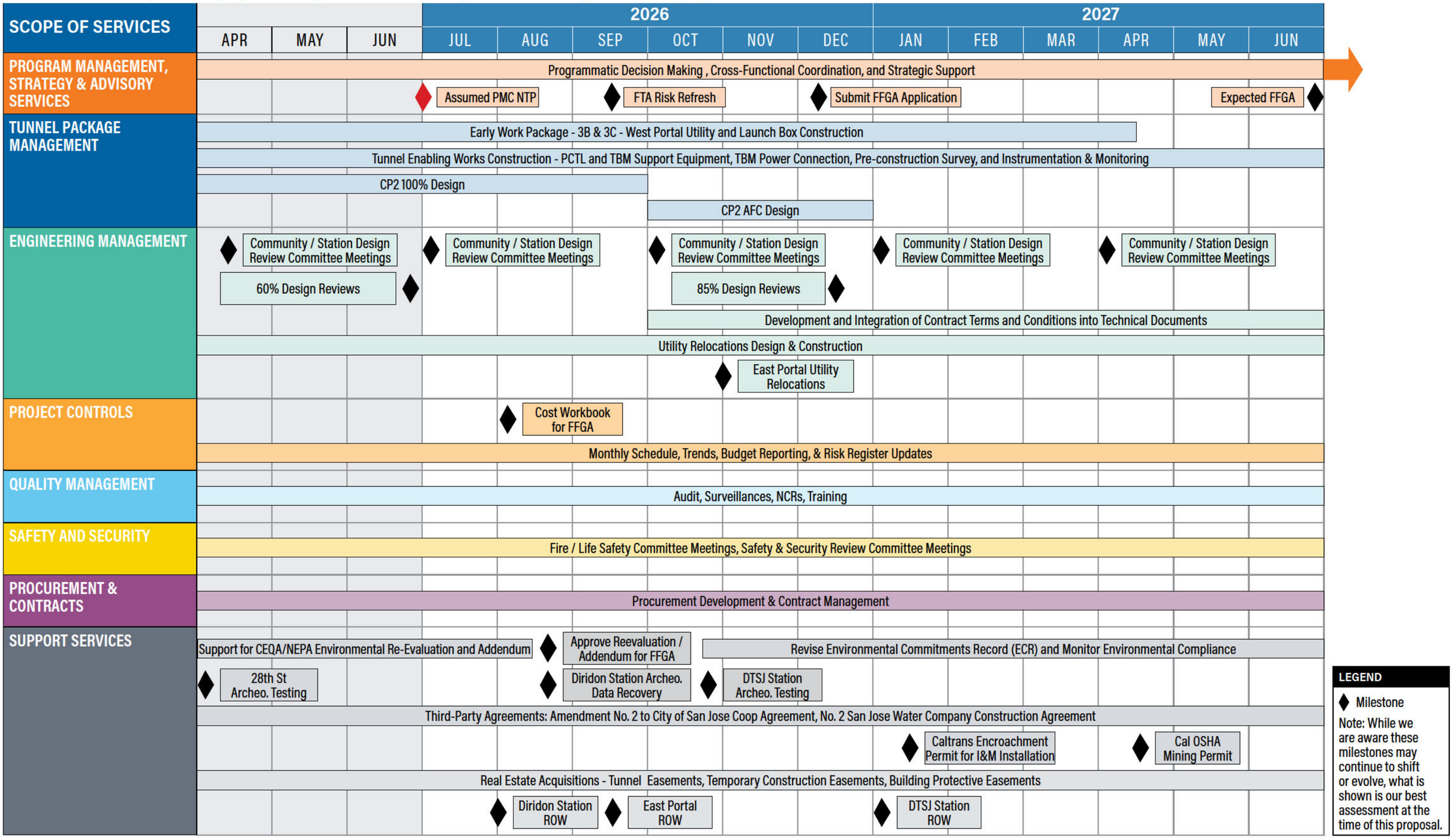


*AT&T's Communication Duct Bank Relocation at Third Street - Downtown San Jose Station*



*Construction at West Portal site*

*Exhibit D.3: BSV Delivery Partners' proposed work plan is based on our unparalleled knowledge of the BSVII program.*



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## FOUNDATIONAL KNOWLEDGE & DEMONSTRATED SUCCESS

As BSV Delivery Partners is already on the job and working closely with VTA staff each day in the project office, **a 90-day mobilization plan will not be necessary.** The seamless continuity of our team allows work to proceed without interruption, accelerating progress, and building momentum. Based on our unmatched project knowledge and proven track record, we are well positioned to efficiently implement the proposed solutions and deliver meaningful results.

Since a project of this magnitude requires sound practices, we developed a robust set of more than 45 plans and procedures that have been shared and reviewed by FTA. These include the Program Management Plan, Management Capacity and Capabilities Plan, and Project Delivery Method, among many others. We have also developed and maintained processes and procedures to provide a structured framework for consistent, efficient, and effective execution of program activities.

# APPROACH TO THE SCOPE OF INITIAL SERVICES

BSV Delivery Partners' detailed work plan considers the first 12 months after contract award (Initial Services), along with a forward-looking approach to the scope of services from that point to revenue service. We have also carefully considered how to build on our unmatched knowledge and demonstrated success to implement our proposed solutions.

## Program Management

### PROGRAM MANAGER

**Kieran Spillane** will continue in his role as Deputy Chief/Program Manager under this new contract. As a program management team, we must remain forward thinking, helping VTA map out the critical decision points and potential next steps before they are realized. We have and will continue to provide our industry best leaders to support VTA in implementing the largest capital program undertaken in Santa Clara County. We will continue to monitor and revisit our staffing approach as needed so that our collaborative, cohesive, and positive team remains capable of evolving from the current design phases to full program execution and construction. We continuously look for ways to improve communication, break down silos, and drive efficiencies within the team.

Kieran will be supported by Strategic Advisors **Peter Zuk** and **Sarah Hersom**. Peter brings experience leading mega rail projects in US, Canada, and Europe while Sarah has been a core part of the BSVII PMC team since its inception eight years ago, and led the team as Program Manager from 2020 to 2023. As Strategic Advisors, Peter and Sarah will provide VTA and the program team with continuity and guidance, particularly through the critical decisions and milestones over the next year—including supporting the FFGA application, finding a path forward for Tunnel, reevaluating the program's contracting approach, and the external messaging of that approach. More on Strategic Services in the Advisory Services section later in Section D.

### THE FIRST 12 MONTHS

Over the first 12 months after NTP, effective cross-functional team coordination will be essential, especially given the significant push for an FFGA in 2027. Kieran along with his core leadership group will make sure our team functions cohesively to achieve the project's early goals—supporting FFGA readiness submittals to FTA, managing Tunnel's contract, advancing supplemental procurement packages, adopting and advancing cost saving measures by the GEC and KST, and promoting effective communication with key stakeholders and the community through VTA's External Affairs team. We are laser-focused on overcoming the near-term hurdles so VTA can successfully deliver this program.

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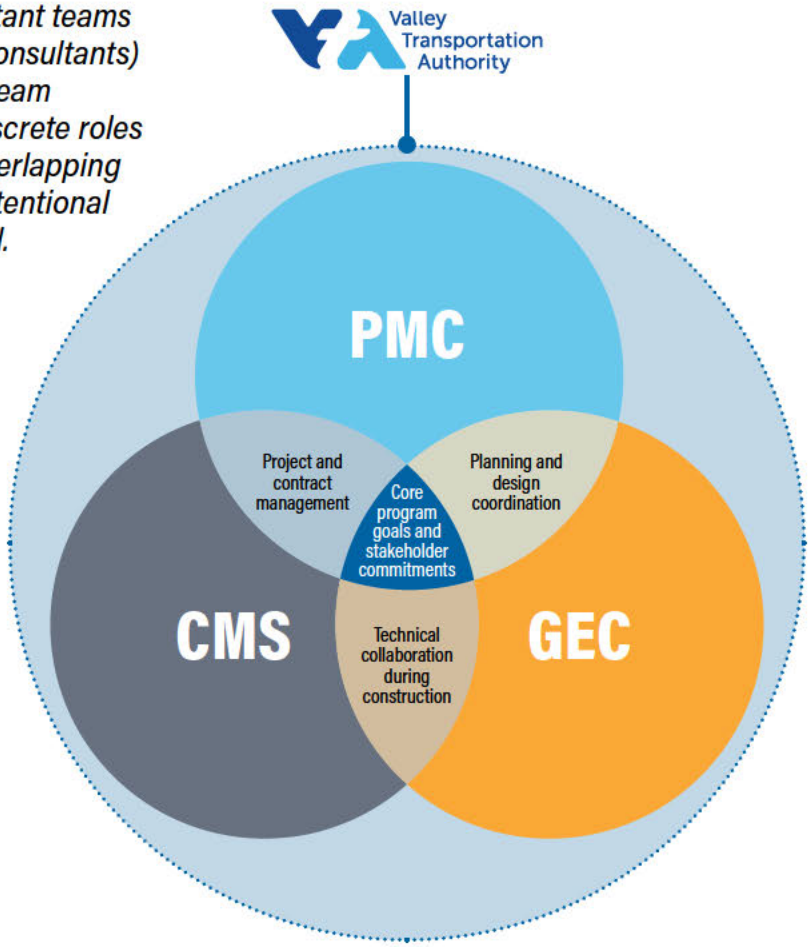
## OUR FORWARD-LOOKING APPROACH

Kieran's leadership will continue to be instrumental in supporting VTA by continuing to bring the GEC, CMS, and PMC together as a cohesive unit. His extensive experience in managing large-scale projects has equipped him with the skills to foster collaboration and clearly communicate each team's specific roles and responsibilities. Kieran will facilitate communication and coordination meetings regularly so that the GEC, CMS, and PMC can share updates, address challenges, align their efforts, and drive progress forward. By promoting open dialogue and transparency, Kieran will help break down silos and encourage a collaborative environment. Communication will be key to maintaining alignment and addressing issues promptly.

As the program shifts through its phases, roles will evolve to meet the changing needs. **Exhibit D.4** illustrates the roles of the PMC, GEC, and CMS consultants, along with where the key areas of coordination are among the contracts to achieve a one-team approach that results in successful program delivery. During the design phase, the GEC will lead with technical and engineering expertise, supported by our coordination efforts. Moving into procurement, our team will take a more prominent role, managing the bidding process with technical support from the GEC. In the construction phase, the CMS will oversee construction management and quality control, while the GEC and PMC will continue their support and oversight roles, respectively. Finally, during testing and commissioning, the CMS will make sure standards are met, with our PMC team overseeing the process and the GEC offering technical assistance.

Through his leadership, Kieran will continue to improve the collaborative efforts and communication strategies that have been a focus, confirming that each team member understands their evolving role and contribution to the project's success. This approach will not only drive the program forward but also set a standard for effective teamwork and project management.

*Exhibit D.4: BSV consultant teams (PMC, GEC, and CMS consultants) should operate as one team supporting VTA with discrete roles and responsibilities. Overlapping areas indicate where intentional coordination is required.*



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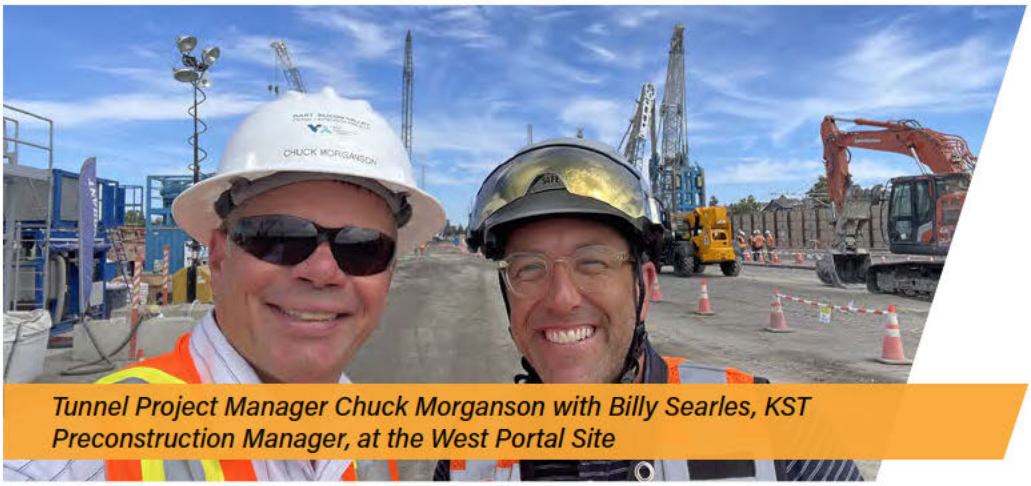


## FOUNDATIONAL KNOWLEDGE & DEMONSTRATED SUCCESS

As the PMC, BSV Delivery Partners supported VTA in crafting the procurement strategy for the PDB contract for Tunnel tunnel and trackwork. This procurement approach consisted of a three-step approach: Request for Industry Feedback, Request for Qualifications (RFQ), and Request for Proposal (RFP). We can leverage much of this process framework for additional program procurement packages moving forward.

Following receipt of KST's 60% cost estimate, we leveraged our JV's respective strategic advisory teams to perform a situational procurement and delivery options assessment. This assessment analyzed the current PDB contract, repackaging approaches, and procurement options that exist to VTA while also providing a decision framework to guide the next steps (see **Exhibit D.5**). With an additional procurement for some balance of the Tunnel contract expected, our team's continuity during this process to implement these recommendations will be important in maintaining the program's critical path schedule.

## TUNNEL PROJECT MANAGEMENT



*Tunnel Project Manager Chuck Morganson with Billy Searles, KST Preconstruction Manager, at the West Portal Site*

BSV Delivery Partners will continue to support the critical efforts associated with the delivery of the tunnel. **Chuck Morganson** is excited to continue his leadership on the program as the Tunnel Project Manager, while a blended team comprising our PMC, the GEC, and the CMS contractor will support him to best deliver on the current needs of the program.

### THE FIRST 12 MONTHS

As discussed at recent VTA Board meetings, the tunnel is at an inflection point in Stage 1 of the PDB contract. BSV Delivery Partners is here to support VTA in navigating the next steps with KST and will continue to work to identify a path forward that realigns the construction cost with the program's budget. We anticipate that there will be rescoping that occurs with the tunnel contract for design, construction or both. Current focused efforts include analysis of two distinct approaches:

- KST scope will complete early works needed for the start of tunneling before the buildout of the tunnel, tunnel interior, and tunnel MEP under a revised and restated Stage 2 contract along with design completion of their original design scope.
- KST scope will be limited to selected early work packages and the completion of the tunnel (D10) design package while we support VTA to procure a new tunnel contractor.

With this larger decision resolved by Spring 2026, we anticipate the following activities will need to occur in the next 12 months:

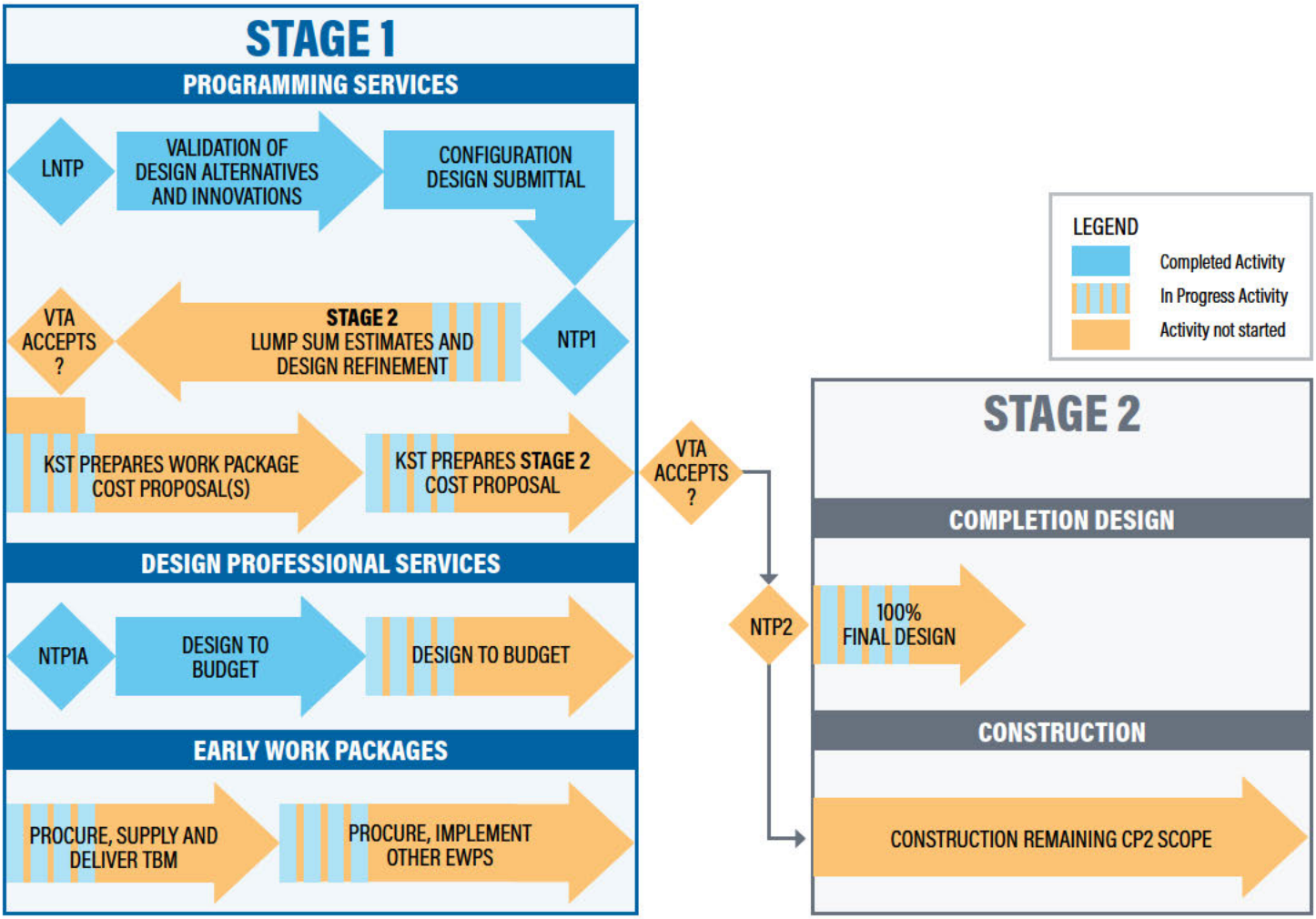
- Successful completion of critical path Early Work Package 3C for the West Portal launch box construction working closely with VTA's Construction Director, the GEC and CMS's Tunnel CM team.
- Advancing VTA-approved additional Early Work Packages necessary for the start of tunneling including Precast Tunnel Lining Fabrication, TBM Power Facilities and TBM Support Long Lead Equipment Procurements.
- Overseeing the completion of final design by KST to align with the program configuration and procurement path forward.

Prior to July 2026, we anticipate a refresh of the Program's Construction Implementation Plan. With this Plan, we anticipate advancing an additional procurement package for the balance of work not performed by KST.

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*Exhibit D.5. Our PMC team utilizes customized flow charts such as the following to guide complex decision-making processes.*



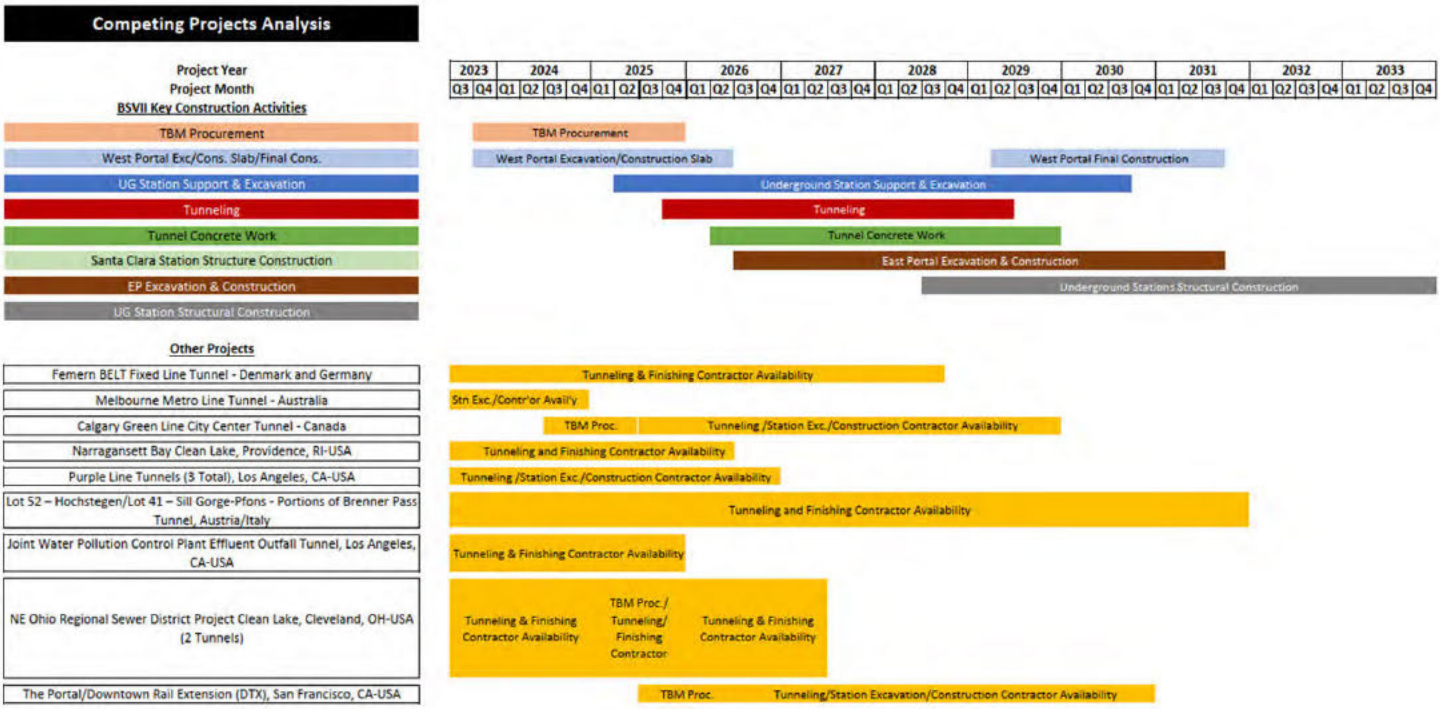

The size and complexity of construction contracts must be carefully considered to align with industry interest and bonding capacity. These updates frequently incorporate customized visual flow charts as shown above in **Exhibit D.5**.

Our team produces quarterly Market Saturation Study updates (example on next page in **Exhibit D.6**) to evaluate various economic and cost indices to inform the program's escalation rate. As part of this study, competing projects and labor trends are key in evaluating potential industry interest, pricing, composition, and timing of procurements. Understanding risk tolerance of contractors and how risk allocation can impact costs is another critical area that also needs to be considered when developing future contracts. BSV Delivery Partners, inclusive of our subconsultants, are experts in this area and can continue to help VTA formulate an informed path forward for the delivery of CP2 and potential repackaging as demonstrated in the CHSRA Rail Program and SR 99 Bored Tunnel/Alaskan Way Viaduct projects.

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*Exhibit D.6: The Competing Project Resource Analysis included in the Market Saturation Study previously developed by BSV Delivery Partners will help inform updates to the procurement approach.*




## OUR FORWARD-LOOKING APPROACH

For both the resolution of the Tunnel go-forward approach and the subsequent contracts, our team will champion design completion, contract formation, and procurement support roles until the contacts are awarded. Thereafter, while PMC will provide support at the program level, the CMS team will take the lead on administering the contracts through construction, testing, and contract closeout. This approach is reflected at a high level in Section B.

Throughout all of this, Chuck and our team will remain focused on supporting VTA to drive the program forward, escalate issues when needed, proactively communicate with our core leadership team, and promote cost and schedule control. Chuck will pull in our SME bench support as needed to advise on critical juncture points for the Tunnel contract as he has done for TBM factory acceptance testing, Caltrans design review, comment closure, and BART requests for variance coordination.

Inclusive of our subconsultants are experts in this area and can continue to help VTA formulate an informed path forward for the delivery of the tunnel and potential repackaging as demonstrated in the CHSRA Rail Program and SR 99 Bored Tunnel/Alaskan Way Viaduct projects.

## RIGHT OF WAY COORDINATION

As part of our continuing to bring our best local resources to the project, **Craig Constant** joined BSV Delivery Partners in 2024. Craig will continue to serve as the Right of Way (ROW) Lead, leading our team to promote ongoing communication and coordination among VTA's Real Estate, Environmental, External Affairs, Outreach, Utilities, Third Party, Facilities Maintenance, and construction contractor teams with the Project PMC, GEC, and CMS teams.

In May 2024, our PMC ROW team developed a process to expedite the transfer and handoff of multiple properties required for the BSVII project. First, the team drafted a Directive Notice for KST to immediately secure and maintain these properties. We then coordinated with VTA Real Estate, Relocation, Utilities, and contractor teams for site visits, key handoff, utility disconnects, and transfer to VTA and then to KST to mobilize security teams, as needed. Next, a Transfer Package was drafted.

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## FOUNDATIONAL KNOWLEDGE & DEMONSTRATED SUCCESS

BSV Delivery Partners, with key support from **Craig Constant** and **Marcus Ng**, have assisted VTA in acquiring 39 of the 75 parcels needed for the program, with remaining parcels on track for acquisition ahead of need-by dates.

Once properties are acquired by VTA, our team proactively manages the ROW transfer from VTA to BSVII's contractor with regular Directive Notices and Transfer Packages detailing the property specifics, short-term uses, and security and maintenance measures required. This has been very effective in eliminating or significantly mitigating vandalism, theft, graffiti, trash dumping, and homeless encampments.

Finally, BSVII department managers reviewed the Directive Notices and Transfer Packages, as required, before the BSVII Program Manager gave the final approval and signature. This process has been used previously and will also be applied for future transfers and handoffs for this project.

The next project phase involves demolition and site preparation of the VTA acquired properties for upcoming major Support of Excavation (SOE) construction. Demolition has commenced on VTA acquired properties, and will continue leading up to major SOE construction. Coordination and support related to early work demolition packages is required and is provided by the ROW team. This includes GEC demolition and Instrumentation/Monitoring specifications, External Affairs/Outreach communication with the surrounding communities and the City of San Jose, Permission to Enter and Temporary Construction Easement requirements with neighboring properties, pre-construction and post construction surveys, as well as other construction preparation.

## THE FIRST 12 MONTHS

The key ROW coordination activities that will need to occur in the first 12 months after NTP include:

- Ongoing coordination and support related to VTA Environmental for testing on properties in advance of demolition and construction.
- Ongoing coordination and support related to Property Protection Studies and Building Protection Easements reviews and resolution of property owner inquiries (including the downtown Hoefler and Jay Paul properties).
- Preparation and routing of additional Property Transfer Packages.
- Support of VTA procurement efforts such as Security RFP's.
- Remaining acquisitions upcoming in the short term, which include the utility, roadway and tunnel easements identified in the status tracker in **Exhibit D.7** below. These also tie to the key milestones shown on the following page, reflecting the dates that VTA will have possession of the last parcel in the specified area.

*Exhibit D.7: Remaining acquisitions status tracker*

| No. | Parcel Identity | Ownership | Property Rights to be Acquired | Construction Need by Date Per November 2024 MPS | In-Process Status |
|---|---|---|---|---|---|
| 1 | B4031 | Private (Nos. 1 to 7 Same Principal) | Utility Easement | 1/4/2027 | PG&E design Alignments in-process, Term Sheet currently being finalized with Principal owner |
| 2 | B4014 | Private (Nos. 1 to 7 Same Principal) | Roadway Easement | 1/4/2027 | PG&E design Alignments in-process, Term Sheet currently being finalized with Principal owner |
| 3 | B4237 | Private (Nos. 1 to 7 Same Principal) | Utility Easement | 1/4/2027 | PG&E design Alignments in-process, Term Sheet currently being finalized with Principal owner |
| 4 | B4024 | Private (Nos. 1 to 7 Same Principal) | Roadway Easement | 1/4/2027 | PG&E design Alignments in-process, Term Sheet currently being finalized with Principal owner |
| 5 | B4238 | Private (Nos. 1 to 7 Same Principal) | Utility Easement | 1/4/2027 | PG&E design Alignments in-process, Term Sheet currently being finalized with Principal owner |
| 6 | B4239 | Private (Nos. 1 to 7 Same Principal) | Utility Easement | 1/4/2027 | PG&E design Alignments in-process, Term Sheet currently being finalized with Principal owner |
| 7 | B4240 | Private (Nos. 1 to 7 Same Principal) | Roadway Easement | 1/4/2027 | Term Sheet currently being finalized with Principal owner |
| 8 | B4235 | County of Santa Clara/City of San Jose | Partial Acq. (Fee) | 1/4/2026 | Awaiting final design from CP3 team of Newhall Yard to determine limits of acquisition |
| 9 | B4252 | County of Santa Clara | Tunnel Easement | 4/21/2026 | Actively working with County Real Estate and Surveyor to resolve |
| 10 | B4253 | County of Santa Clara | Tunnel Easement | 4/10/2026 | Actively working with County Real Estate and Surveyor to resolve |
| 11 | B4004 | PCJPB | Tunnel Easement | 4/3/2026 | Active Caltrain rail line; Discussion on-going with JPB and BART |
| 12 | B4236 | PCJPB | Tunnel Easement | 4/24/2026 | Discussion on-going with JPB and BART |
| 13 | B3287 | PCJPB | Partial Acq. (Fee);TCE | 8/18/2026 | Discussion on going with JPB; Pending Optimization Evaluations |
| 14 | B3106 | Private | Tunnel Easement | 11/29/2028 | Pending update on tree survey report; tunnel easement language review by BART |
| 15 | B3102 | Private | BPE;Tunnel Easement;TCE | 12/1/2026 | Billboard foundation to be investigated; Pending Property Protection Study report expected in Q1 2025. |

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## FOUNDATIONAL KNOWLEDGE & DEMONSTRATED SUCCESS

The expertise and dedication of the BSV Delivery Partners has led to several significant achievements in the area of third-party agreements. Among the 43 third-party agreements, all 30 critical agreements necessary for FFGA submissions have been successfully executed. Additionally, multiple Cooperative Agreements have been established between VTA and the cities of San Jose and Santa Clara.

An Engineering Agreement with UPRR has also been executed, along with crucial Right-of-Entry Agreements between the VTA Tunnel Contractor and both Caltrain and UPRR. These agreements, achieved through extensive coordination and negotiations, allow the Tunnel contractor to access the railroad ROWs to establish the baseline condition of the tracks before commencing the critical West Portal deep excavation.

Furthermore, the team has prepared and updated the Third-Party Agreements Management Plan and the Third-Party Stakeholder Agreements Management Procedure, both essential components of the FFGA submissions.

### OUR FORWARD-LOOKING APPROACH

We will continue to assist VTA Real Estate and legal teams to complete the remaining parcel acquisitions on schedule so that properties are secured before their construction need-by dates.

## THIRD-PARTY AGREEMENT AND PERMIT COORDINATION

BSV Delivery Partners will continue to provide comprehensive support in managing crucial third-party agreements to advance the BSVII project. **Silvia Militello,** our Third-Party Agreement Lead, will make sure all necessary agreements are in place to facilitate smooth project execution and regulatory compliance.

### THE FIRST 12 MONTHS

The key third-party agreement activities that will need to occur in the first 12 months after NTP include:

- Preparing and negotiating a Construction and Maintenance Agreement for the new Joint Maintenance Road along the Newhall Yard.
- Obtaining an encroachment permit from Caltrans to install Instrumentation and Monitoring devices on Caltrans assets within the project footprint.
- Preparing and negotiating an amendment to City of San Jose Cooperative Agreement No.2 for reimbursement of city staff cost for the next two fiscal years.
- Preparing and finalizing the San Jose Water Company Construction Agreement for the East Portal waterline relocation.
- Obtaining a mining permit from Cal/OSHA.

### OUR FORWARD-LOOKING APPROACH

BSV Delivery Partners will leverage our close working relationships to prepare, finalize, and execute remaining agreements to advance the BSVII project. We will coordinate and negotiate with UPRR, San Jose Water Company, and BART for later construction stages; and will coordinate and negotiate with Caltrans, the cities of San Jose and Santa Clara, BART, and Caltrain for the Operation and Maintenance agreements before BSVII Revenue Service. We will also support VTA's contractors and third parties to obtain timely construction permits, and if needed, will develop any additional third-party agreements to support the project's progress. Finally, we will continue to provide updates to the FTA and PMOC on the status of this third-party agreement and permitting process.

We will continuously look for opportunities to improve our coordination efforts, streamline the timely execution of the agreements and permits for the project, and conduct required reporting to VTA, FTA, and the PMOC. Our approach includes:

- Engaging early with VTA and the third parties in identifying, reporting, and resolving issues necessary for inclusion in the agreements.
- Increasing the frequency of coordination meetings as needed for timely resolution of issues leading to preparation and execution of agreements and permits.
- Continuing our open and candid discussions with third parties to reinforce the existing trust among the project team, VTA, FTA/PMOC, and the third parties.
- Exploring opportunities in negotiations with the third parties to reduce project cost.
- Providing a succinct reporting system to VTA on the status of the remaining agreements and permits and any issues that may be forthcoming.

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## FOUNDATIONAL KNOWLEDGE & DEMONSTRATED SUCCESS

BSV Delivery Partners coordinated closely with VTA, the PDB contractor, and the GEC to integrate the CEQA and NEPA requirements into the project. Through the program's VE and Optimization process, our team helped VTA Environmental Programs prepare the NEPA Reevaluation and CEQA Addendum in 2024 to advance the project toward the FFGA. Then, we updated the Environmental Commitments Record to reflect the new requirements.

Our team also helped implement the cultural resources Programmatic Agreement, overseeing VTA's historic and pre-historic archaeological testing efforts in the field. This proactive testing will protect cultural resources and keep the construction schedule on track.

BSV Delivery Partners remains committed to achieving VTA's sustainability goal of Platinum Certification within the Envision framework. We managed VTA's sustainability commitments in the Sustainability Master Plan aimed toward improving communities' quality of life, providing leadership, properly allocating resources in consideration of the natural world, and addressing climate change with resilient features.

## ENVIRONMENTAL AND SUSTAINABILITY

BSV Delivery Partners will continue to support VTA Environmental Programs in demonstrating compliance with all CEQA/NEPA requirements, regulatory permits, NPDES stormwater permits, and sustainability goals. Led by Environmental Lead **Rachael Keish** and Sustainability Lead **Hayden Kessenich**, we will maintain our collaborative approach to environmental compliance, where we have partnered with VTA, the environmental consultant, designers, and contractors as one team to achieve agency-wide compliance with all environmental regulations and commitments while delivering the best possible project on time and within budget constraints. BSV Delivery Partners will proactively keep environmental compliance issues at the forefront of the program to smoothly navigate VTA towards project delivery.

### THE FIRST 12 MONTHS

The key environmental activities that will need to occur in the first 12 months after NTP in July 2026 include the following:

- Completing archaeological/cultural resources field testing and data recovery (where necessary) in advance of the PDB contractor mobilization and earth disturbance in station areas. This will be coordinated with ROW acquisition and the contractor's schedule.
- Assisting VTA Environmental Programs with any CEQA/NEPA environmental document updates that are needed for optimization and cost saving measures that are adopted by the VTA Board.
- Updating the Environmental Commitments Record quarterly with the contractor's field status and completed commitments.
- Amending the Construction General Permit Stormwater Pollution Prevention Plan (SWPPP) at the West Portal as needed, and submit any additional segments' SWPPPs for new work areas under the Programmatic SWPPP.
- Verifying the approach and coordination between the PDB and GEC for compliance with post-construction requirements under the Municipal Separate Storm Sewer System (MS4) NPDES permits.
- Creating a sustainability tracking matrix and dashboard to verify status of current sustainability submittals and progress towards attaining the Platinum certification level.

### OUR FORWARD-LOOKING APPROACH

Our Environmental team has proactively identified two major challenges unique to a progressive design-build approach. First, we anticipate obtaining environmental 401/404, and CDFW permits for work near creeks will take time, as will cultural resources testing and data recovery. Secondly, sustainability is integral to the project's design to keep systems functioning well while the overall project meets goals for energy conservation and resiliency to extreme events.

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To address these challenges, BSV Delivery Partners will collaborate early with design teams to brainstorm solutions and work closely with VTA Environmental Programs staff on necessary documents and timelines. We will provide clear summaries of engineering and environmental issues for the team and stakeholders, and use GIS and Google Earth to illustrate project features and our approach. Our team—**Rachael Keish, Sandeep Bhonsle, Hayden Kessenich, and Madeleine Hormann**—will work closely with VTA's Environmental team. We will also coordinate as one team with GEC, contractors, and CMS, as well as BART and city agencies for MS4 stormwater coordination, and CFDW, RWQCB, and USACE through VTA to manage the cost and schedule of environmental compliance throughout the project's design and construction.




*BSV Delivery Partners will continue to work with VTA to confirm that the BSVII project is delivered in alignment with your Sustainability Master Plan for the program.*

## CONSTRUCTABILITY REVIEWS

Constructability is an important process on any major infrastructure project, but especially important on an infrastructure project with significant underground components such as BSVII. In this case, the construction of the project is dominated by the tunnel construction, a linear activity, in which work components are sequential and it is more difficult to adjust the construction approach or sequencing once the project is underway.

BSV Delivery Partners has been supporting VTA with constructability, and we bring that knowledge forward to support future phases of the program. As a function of FTA's FFGA Application process the BSV Delivery Partners updated the Constructability Review Report (CRR). The CRR provides VTA, BART, consultants, and other partners with the current contracting methodology and planned construction of BSVII. The CRR considers general constructability elements to be addressed in the current design contracts and subsequent bid documents for the program, such as contract packages, scope, ROW, utilities, project interfaces, project sequencing and project and program schedules, and cost/funding, among others. The CRR identifies potential issues and constraints related to program constructability when they are easier to address during the project design and bid document preparation phases.

We have also updated construction-related plans and procedures for the program in collaboration with the CMS, including the Construction Management Plan, Construction Administration Procedure, Construction Completion Procedure, and Construction Inspection Procedure.

Understanding that the CMS will have primary responsibility for constructability reviews, BSV Delivery Partners will continue to support these reviews upon request by VTA. Led by **Bruce Shewchuk**, BSV Delivery Partners will assign an appropriate independent multi-disciplinary team from our bench of SMEs for the FTA-required constructability reviews. The team for these reviews will have experience in similar major, urban transit projects with tunnel and underground scope.

## OPERATIONS/ADMINISTRATIVE MANAGEMENT

As described in Section B, we propose engaging **Raul Laborin** to directly support Kieran Spillane on PMC contract administration, subcontractor management, staffing, and cost controls. Raul will help manage our bench of SME resources engaged on an as-needed basis, and support on GEC contract management when needed. Raul will be supported by **Beena Bhat** and our business team.

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## FOUNDATIONAL KNOWLEDGE & DEMONSTRATED SUCCESS

We have achieved several successes over the past several years, including establishing a BART-approved BSVII Design Criteria Manual (DCM), developing a successful FTA New Starts Entry to Engineering application, and facilitating three rounds of value engineering (VE) and optimizations, which have contributed significant savings to the program, leading to the Peer Review recommendation and Board approval of the project configuration this past October. By wo rking closely with BART and other key stakeholders to move the program forward, we have provided technical solutions where the GEC met difficulties — particularly in Tunnel and fire/life safety. We have received consistent praise for our efforts, culminating in the Board's approval of the project configuration in October.

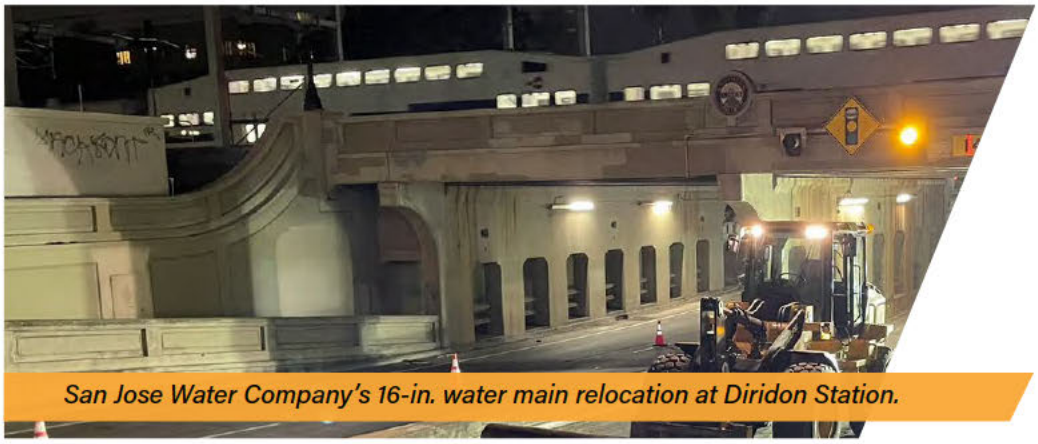
# Engineering Management

As the PMC, BSV Delivery Partners' core responsibility has been to provide technical oversight of design development work performed by KST and GEC, including interface requirements and configuration management. We will continue to prioritize technical oversight as we help VTA align the program's cost with the available funding.

Our priority as the PMC will be to successfully produce 100% design documents that clearly communicate a complete biddable scope of work for Systems, Newhall Yard and Santa Clara Station, and Underground Stations as well as to verify that the technical specifications and requirements for the Tunnel. Tunnel and Track packages are well-defined and support scope validation and refinement. We will continue to apply our comprehensive program understanding to synchronize VTA's technical requirements through an integrated approach within the program's packaging and delivery plan. Our PMC team will continue to help VTA implement cost-effective technical solutions that address the needs of the community and stakeholders.

## THE FIRST 12 MONTHS

As the program has evolved, numerous design configuration and contract packaging changes have occurred, culminating in the approval of scenario 1 by the Board in October. Consequently, over the next 12 months, our team will engage in reviews and evaluations with the Executive Affairs team, the GEC, and KST to the agreed upon changes quickly and concisely. We will continue to design flexibility into our plans whenever possible to minimize future impacts to the program, such as uncertainties with the future build-out of the Diridon Intermodal Station and San Jose Airport Connector, to minimize any resulting BART operational impacts. Our understanding of the approved refinements to the project configuration and the engineering, architectural, and operational aspects of the program will be beneficial, providing VTA with effective design team management. Our proactive approach will not only promote alignment and support from the program's key stakeholders but also lead to balanced solutions that consider program cost, environmental, and schedule constraints.



*San Jose Water Company's 16-in. water main relocation at Diridon Station.*

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We anticipate one major milestone design review in the next 6 months: an updated 60% plan set submittal by the GEC in Q2 2026 to incorporate agreed-upon cost saving measures. Once packaging has been agreed upon in Q1 of 2026, we will define which project elements will move forward to an 85% plan set later in 2026. During each design milestone review, we will engage our SMEs to review the design submittal to deliver high-quality design and avoid rework. Our CP Coordinators will lead the comment collection process and facilitate both reviews and comment resolution for each package.

During this Initial Services period, we will also proactively identify which key project elements to include as part of the testing and turnover/rail activation phases of the program. The testing program will verify and document that contractors have designed, manufactured, and connected BSVII in compliance with VTA's and BART's design requirements. Establishing the scope and plan early will enable a smoother transition to revenue service.

### FORWARD-LOOKING APPROACH

Our forward-looking approach will provide a more robust overview of our ongoing engineering management efforts, along with steady-state activities for managing configuration, interface, and requirements.

## ENGINEERING MANAGEMENT & CP COORDINATION

**Chris Metzger**, our Engineering Manager, has played a critical role in many of Santa Clara County's largest transportation projects. Chris brings more than 30 years of experience, including as the Engineering Manager for the Berryessa Extension, and is ideally suited for this role leading our projectwide technical services and design and GEC management functions. He will align directly with VTA's Director of Engineering as he oversees engineering management, configuration management, interface management, and requirements management for this project.

Chris will work with the CP coordinators to take a comprehensive approach to GEC management. The main elements of our approach feature:

- Clearly defined administrative elements at the start of all work assignments—GEC scope approval directives (with deliverable descriptions), estimated level of effort, approved budget, and due dates.
- In-progress, over-the-shoulder reviews in coordination with BART SME's for proactive oversight and risk assessment, in alignment with current procurement strategies.
- Facilitation of cross-discipline coordination and reviews, interface management, configuration management, requirements management, and third-party reviews and approvals.
- Review of all work products upon submission for appropriateness, adherence to contract requirements, and protection of designer of record responsibility by the appropriate party.
- Technical peer reviews for conformance with the project design intent, technical standards, and compliance with environmental and other commitments.
- Identification of issues and conflicts, and facilitation of resolution of such with VTA and other key stakeholders.
- Tracking of all design changes and refinements, and subsequent review for potential errors and/or omissions and possible cost recovery.



Our existing foundational and knowledgeable engineering leads will continue to support the program **Tony Murphy** (Systems), **Greg Thiebaut** (Facilities), and **Gary Kennerley** (Stations Support). Greg and Tony are the backbones of our engineering team and have been responsible for great success in driving progress forward, resolving technical issues with BART, coordinating with cities and other external stakeholders, and overseeing the engagement of our SMEs. Chris and his team will manage the GEC contract, including all amendments, pay requisitions, and contract administration activities. **Our GEC management approach—facilitated through Chris' leadership and support from the Coordinators—will yield significant efficiency and design cost savings over the project's life cycle.**

We plan to maintain continuity with our current industry-best SMEs, providing the most seamless path to final design completion. Our design team members are well-versed in delivering both BART and other system extensions, and they understand the perspectives of the owner, operator, final designer, and design-builder/contractor for these complex programs as well.

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## FOUNDATIONAL KNOWLEDGE & DEMONSTRATED SUCCESS

BSV Delivery Partners' Utility team has maintained strong relationships with local utility owners for over 20 years. Our history and experience with many of these utility owners during Phase 1 have given us an in-depth understanding of their internal processes and procedures. This familiarity translates to more effective and efficient coordination, and reduces the risk of utility owner delays to the program.

Our team has executed 10 Master Utility Relocation Agreements and conducted extensive utility investigations, performing over 1,700 potholes and dips to accurately identify and verify existing utilities. This meticulous approach led to our comprehensive and current mapping, and provided a solid foundation for the project's design.

Our proactive efforts led to the ahead-of-schedule coordination of the PG&E 115kV Interconnection TBM Power and the successful completion of six utility relocations at key locations to date.

# UTILITIES COORDINATION

Our BSV Delivery Partners team is excited to have **Nellie Moussa** step into the role of Utility Lead to continue coordinating with utility owners and the program team to facilitate on-schedule and on-budged project delivery for VTA.

## THE FIRST 12 MONTHS

The key utility coordination activities that will need to occur in the first 12 months after NTP in July 2026 include:

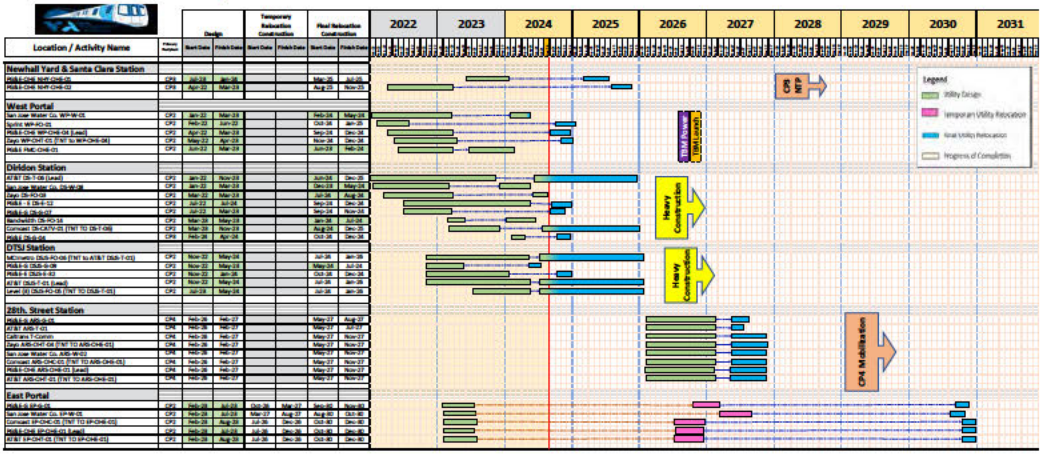
- Completing coordination of PG&E's 115kV interconnection for TBM Power.
- Beginning design development for utilities impacted by tunneling ground bore influences. Current estimates based on KST design indicate 30-40 utilities will require extensive protections and/or relocation.
- Completing Sprint/UPRR relocation in Newhall Yard.
- Continuing utility owner coordination for utility relocations, disconnects, and new service, including the completion of nearly a third of the relocations slate for the BSVII program.
- Coordination with contractor on contractor-led agency relocations.
- Coordination with GEC on new service needs at stations.

## OUR FORWARD-LOOKING APPROACH

Nellie will play a crucial role in coordinating with utility owners to achieve compliance with the Master Agreement between VTA and each utility owner. Her Utilities Coordination team is responsible for completing all 32 owner-requested relocations and overseeing 43 contractor-led relocations to achieve compliance with Master Agreements and coordinating construction schedules.

To achieve these goals, Nellie and her team will coordinate easement needs, prepare associated linework and exhibits for the Right of Way team, and manage the design and construction of new electrical services by PG&E. The team will continue coordination with utility disconnects for VTA real estate acquisitions, issue notices to utility owners for utility relocation design and construction, and work directly with utility owners (or their contractors) to resolve conflicts. Finally, they will also continue maintenance of a comprehensive utility owner database, tracking the status of design development, construction, and invoicing for all utility relocations.

*Exhibit D.8: Utility Owner Schedule.*



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Our team manages the risk of schedule delays associated with utility relocations through a proactive approach that includes detailed early planning, consistent communication, and contingency planning. **Exhibit D.8** on prior page is an example of a utility owner schedule that we currently use for BSVII. Detailed utility relocation plans have been developed in close coordination with utility owners, including sequencing and timelines, to avoid potential conflicts and delays. Clear and constant communication is maintained with utility owners and their contractors through regular coordination meetings, pre-construction planning, and daily site visits during construction. If a physical conflict or constructability issue arises, the utility owner or their contractor must notify the PMC Utility team immediately before taking any action. The team then collaborates with the utility owner or their contractor to discuss and agree on viable solutions, enabling the project to go forward smoothly and efficiently.

## CONFIGURATION MANAGEMENT

**Ken Denmead** serves as our Configuration Manager, conducting weekly coordination meetings to track changes and hosting VTA Change Control Board meetings to finalize changes when approved. Ken's approach—informed by prior work with VTA, BART, and Caltrain—will maintain consistency, control, and quality throughout the project life cycle for the systematic tracking and management of changes to facilities, systems, budgets, and schedules. Ken will facilitate a collaborative approach to configuration management to prevent misunderstandings, reduce risks, and keep the project aligned with its goals and budget.

Our team has revamped the configuration process program-wide last year to track significant configuration changes to facilities, systems, budgets, and schedules. This process and Decision Authorization Documentation forms serve as a single point of reference for recommending changes to improve the program's cost-effectiveness. These Decision Authorization Documentation forms also document decisions made by VTA, which can then be shared with and directed to our partners at the GEC and the Tunnel Contractor. The program uses the configuration management plan to facilitate collaboration among all parties.

Prior to 2024, when the configuration management plan was first used on the program, approximately 23 configuration change forms and decisions were processed and implemented. Most of these were concepts generated during the value engineering phase of the program, which were ultimately approved through the configuration management process by both VTA and BART. In the past six months, 13 configuration changes have been identified during the Tunnel optimization phase of the program and managed via the configuration management plan. Approximately seven of those have been fully approved and are currently being implemented, with the balance still under consideration. We will continue to refine our processes for identifying, defining, tracking, resolving, and documenting changes and will continue to implement these processes during the remaining development period over the next 12 months.

Our PMC team is adept at engaging all the impacted parties—including ROW, environmental, external affairs, fire/life safety, interface, utilities, cities, and BART—during the evaluation phase of a concept under study. We will continue to actively engage all departments in assessing configuration changes for cost efficiency.

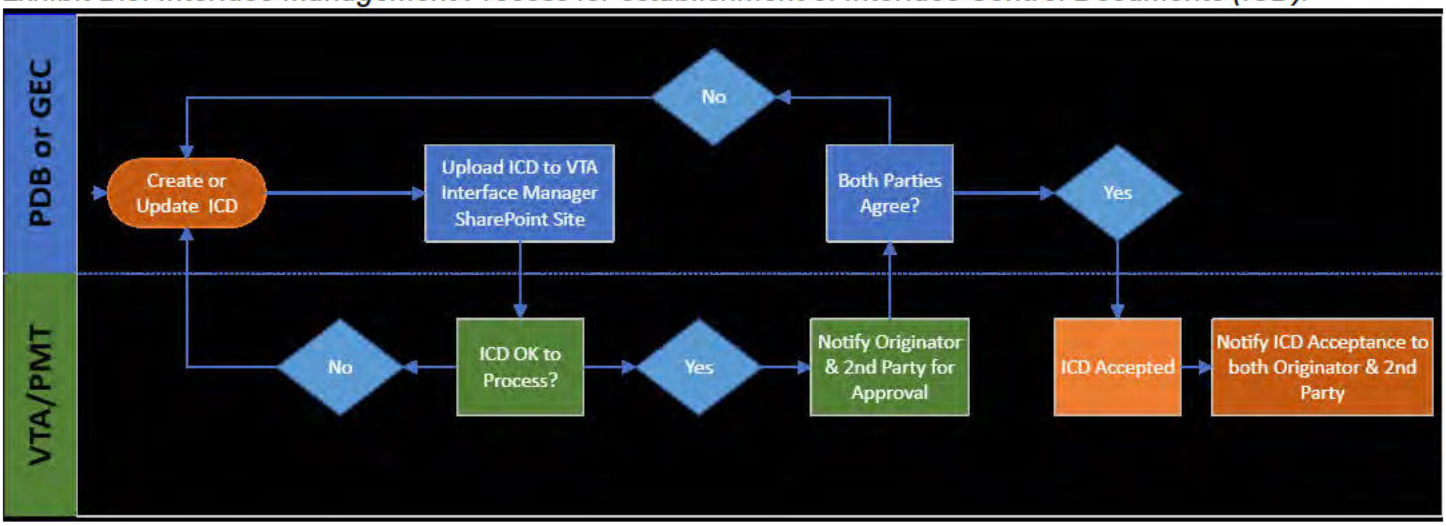
## INTERFACE MANAGEMENT

BSV Delivery Partners will engage in a robust and proactive approach to interface management, beginning with design, and ending with construction and testing. Under **Devang Desai's** leadership, we engage in a process (see **Exhibit D.9**) that helps identify and resolve potential issues early to align with the project's goals, timelines, and quality standards. This structured approach will be based on maintaining clear and consistent communication channels, which will significantly reduce or entirely eliminate design and construction risk—essential for managing intricate dependencies and interactions for VTA's large-scale program.

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*Exhibit D.9: Interface Management Process for establishment of Interface Control Documents (ICD).*




Our interface management program has had several successes to date. In conjunction with KST and GEC, we developed and implemented an interface tracking system. We revised Appendix 13 (Interface Obligations), originally as part of the Tunnel solicitation documents, to reflect the current configuration. We completed initial signing off on nearly 800 Interface Control Documents that will establish agreements between KST and GEC on interfaces among Systems and Tunnel, Tunnel and Newhall Yard and Santa Clara Station, and Tunnel and Underground Stations. Programwide Interface Drawings show the current configuration and scope split between different contracts. Additionally, we developed a SharePoint site for interface management to manage all Interface Control Documents from design through testing and commissioning, with acceptance at various levels. We have participated in all Interface Task Force meetings every week, and we lead a weekly meeting with both KST and GEC to resolve any issues that may arise from those meetings.

Ongoing efforts to manage program costs have led to design configuration changes from VE and optimizations. However, these configuration changes also affect interfaces, so careful attention is required to make sure no gaps or ambiguities exist in the interface control documents' scope, especially as contract packaging continues to evolve. Based on final contract packaging strategy, the number of contracts, and delivery method, there will be new challenges and additional effort required to define revised interface obligations between various parties, revise existing interface control documents (ICDs), and develop additional ICDs. Challenges also have and will continue to occur regarding disconnects in KST and GEC's design schedules, making interface information exchange difficult as they were at different design levels.



We have mitigated this challenge by using an interface tracker, which allowed both parties to enter "Requested Information," "Date Information Needed," and "Responsible Party." This enabled us to highlight items impacted by either a disconnect in the design schedule or the fact that one party's design was not progressed enough. We worked with both parties to agree on a date when the information would be made available or to accelerate that particular effort so that the needed information could be provided in a timely manner.

Moving forward, the interface management process will be managed systematically through the SharePoint site until the project's completion, and transfer final documents to VTA via Aconex. A more automated process will allow us to manage program change more efficiently. According to the current project schedule, Tunnel will complete their work earlier than the other contractors. However, the ICDs in place will require acceptance by both parties. The CMS and our PMC team will play a critical role in confirming that the obligation of one party is acceptable and that ICDs are signed off by each party accordingly. The second party to that ICD will need to verify and complete their obligation and also accept that their obligation is completed successfully.

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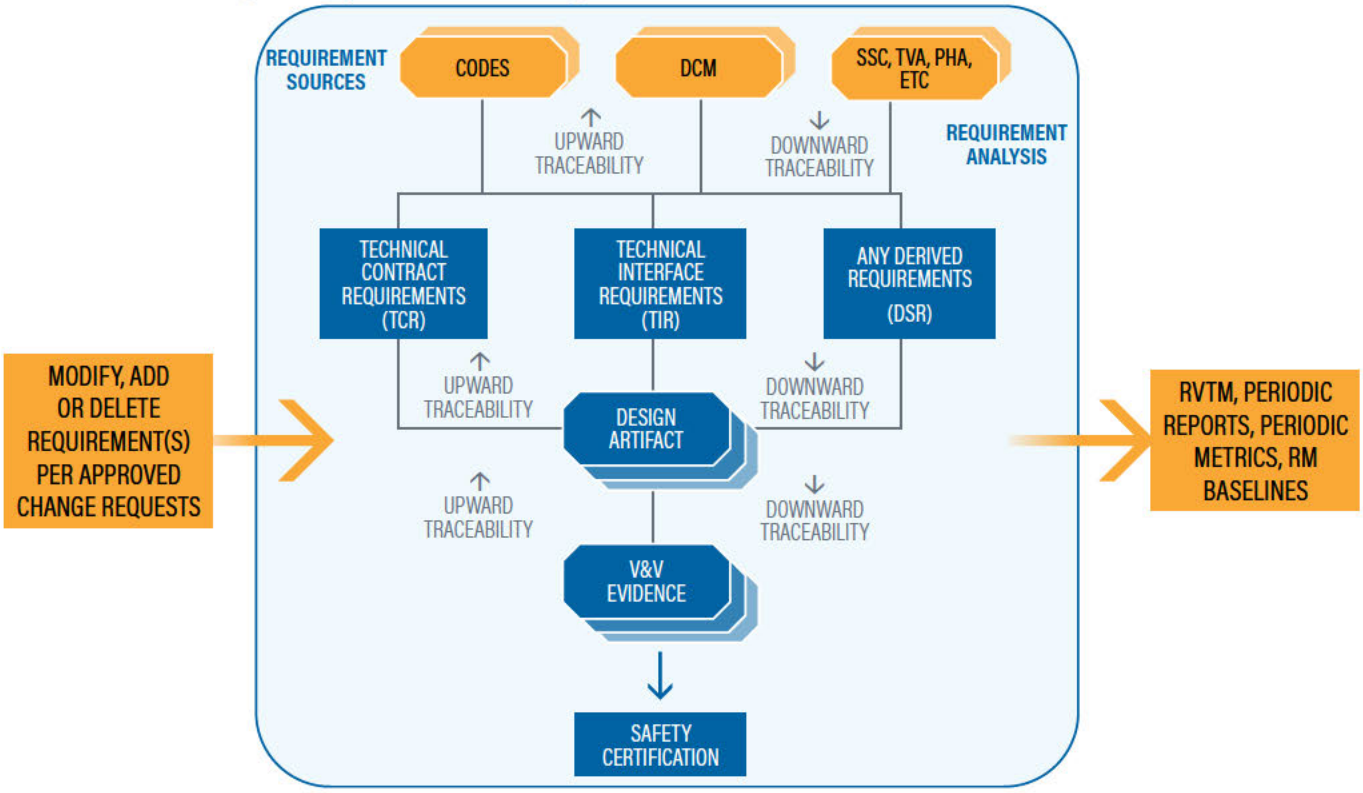


In cases where a successful handoff can take place between two contractors, both parties can accept the ICD at the appropriate ICD level. ICD Acceptance levels have been defined at (1) ICD Agreement, (2) 85% Design Complete, (3) Design Complete, (4) Preconstruction, (5) Construction Complete, and (6) Testing/Inspection Complete. We will verify that ICD Managers from both parties accept at completion of design and final acceptance.

## REQUIREMENTS MANAGEMENT

Our PMC team, led by Requirements Management Lead **Puneet Dhawan**, has established a robust requirements management approach that has reduced confusion among contractors and provides assurance that requirements are accounted for in design development. We summarize the requirements management process in **Exhibit D.10.** Our team has actively engaged the contractor and GEC, enforced contracts, and established a program requirements database using IBM DOORS, which our PMC's technical SMEs and design review staff use during the design reviews.

*Exhibit D.10: Summary of Requirements Management Process*




Our requirements management approach will allow VTA to identify the impacts of the introduction of changes to established requirements up front, thereby mitigating risk, cost and/or schedule impacts to the BSVII Program. The requirements management database allows VTA to trace the evolution and compliance to requirements through all program phases and support VTA in demonstrating technical assurance at key milestones within the program's life cycle.

During the design development activities, our PMC team will work with VTA's designer team to make sure they have prescribed the minimum inspection and test condition requirements and documentation that needs to be undertaken within each contract package to objectively verify the prescribed design requirements are met post construction.

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Our PMC team plans use the programmatic requirements management database to map the inspection and test conditions against the operational, functional, performance, interface, and other design-related requirements to verify that:

- VTA can demonstrate that a systematic approach has been applied in the definition and record keeping of the associated scope of work.
- Stakeholders have the opportunity to review, accept, and/or provide feedback on the proposed verification requirements.

Requirements management differs for construction activities, and our team is actively shifting focus from design to construction evidence. The temporary works packages provide a live example to test the process against. Moving forward, the GEC and PDB contractor will update their respective Requirements Management Plans. Our PMC team will make sure that the manuals are aligned and ready for the construction phase for both design-build and design-bid-build procurements.

## TURNOVER MANAGEMENT

The BSVII Program consists of highly interdependent and complex systems from multiple original equipment manufacturers (OEM), VTA, BART, and other parties that must be integrated and tested to provide a reliable service. BSV Delivery Partners' approach to turnover management planning emphasizes early risk identification, structured management, and thorough testing to meet operational objectives.

BSV Delivery Partners knows that clearly defining the role and responsibilities of the PMC and the CMS for testing, commissioning and start-up will be critical for facilitating a successful, on-time commencement of revenue service. Every contractor will have its own requirements for safety and security as well as testing depending upon the scope of the contract. However, as the PMC, BSV Delivery Partners should manage all the programmatic requirements, including safety and security certification. As Turnover Manager, **Tony Murphy** will oversee our team's scope of work for testing and commissioning as well as safety certification. The CMS's focus will be on overseeing the implementation of the contractors' plans as well as verifying that the required test documentation is received, filed, and managed per CPUC requirements.

### THE FIRST 12 MONTHS

Our plan and processes to identify the key project elements as part of the testing and turnover/rail activation phases of the program include:

- Generating and updating the System Integration Test Plan and Rail Activation Plan as required by FTA OP 54.
- Meeting with the respective stakeholders—including Transportation, Engineering, Rolling Stock & Shops (RS&S), and Operations and Maintenance (O&M) departments at VTA and BART—to discuss the processes for closing out the contractors' inspection and/or testing activities. Then we will work on transitioning the infrastructure to the stakeholders to conduct their inspections, test conditions, and rail activation activities in accordance with the BSVII Rail Activation Plan, prior to their acceptance of the infrastructure.
- Formalizing agreements between VTA and the stakeholders on the delineation of the roles and responsibilities prior to the finalization of the contract packages is captured in the procurement documents.
- Making sure stakeholder feedback is formalized within the contract documents, and assigning any allowances within the contract documents.
- Understanding and applying lessons learned from recent extensions.
- Using the requirements management tool to track compliance to the stated requirements within the different contract packages.
- Conducting over-the-shoulder reviews of the terms and conditions of the contract documents relating to testing and turnover activities with stakeholders.
- Conducting workshops with VTA and BART stakeholders to understand the internal processes of the respective stakeholders, personnel involvement, and task sequencing relating to testing and/or turnover activities to inform the programmatic schedule and budget, along with milestone dates to be included in contract documents.

By establishing the requirements up front, VTA will be better equipped to manage stakeholder expectations, define scope of work, and mitigate commercial risks.

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## OUR FORWARD-LOOKING APPROACH

Prior to the start of revenue service, personnel must be prepared and certified to safely operate and maintain all elements of the planned service and miscellaneous activities need to be undertaken as part of the turnover activities. Turnover activities include, but not limited to, the following:

- Reviewing and approving documentation to be used by O&M personnel during revenue service.
- Completing and submitting testing documentation and safety certification documentation.
- Conducting training of VTA O&M personnel, BART O&M personnel and first responders.
- Conducting tabletop exercises with first responders.
- Producing hard and soft copies of documentation.
- Producing updates for insertion into VTA's and BART's legacy rule book and publications.
- Producing O&M manuals.
- Delivering road vehicles, on-rail maintenance vehicles, spares, and/or test equipment to VTA and/or BART maintenance personnel.
- On-boarding and off-boarding personnel.
- Coordinating among stakeholders.
- Managing public outreach activities relating to information and marketing, opening ceremony, public education and safety awareness, and community celebrations.
- Developing emergency bus service contingency plan(s).
- Developing VTA and BART emergency preparedness plans.
- Finalizing property conveyance and/or easements.
- Updating existing agreements, or generating new agreements with utility service providers, agencies, rail, and transit operators.
- Providing asset management and warranty database for the new infrastructure as an input to the materials management systems for VTA and BART.
- Updating preventative maintenance procedures and schedules.
- Executing agreement(s) with police departments to provide policing services.
- Updating fare structures.
- Updating the key performance indicators for operating reports.
- Updating standard operating and emergency procedures.
- Updating service maps and schedules (online and pamphlets).

## SUBJECT MATTER EXPERTISE

### TECHNICAL

As demonstrated in Section B, our team has a deep bench of technical SMEs who can be called upon as needed to support VTA in design reviews and key decision-making processes. These experts bring extensive experience across various disciplines, and can provide VTA with access to specialized knowledge and insights whenever required. By leveraging this expertise, we can help VTA navigate complex technical challenges, validate design choices, and make informed decisions that enhance project outcomes and efficiency. Our bench of resources includes staff with extensive complex underground construction experience, including deep shafts, large diameter tunnels, and sequential excavation method. Our team is intimately familiar with BART's standards, including their new Communication Based Train Control system.

BSV Delivery Partners has provided critical technical SME support over the life of our current contract and has participated in the VE and optimization efforts to reduce the overall project cost. For example, **Matt Fowler** has served as our Lead Tunnel SME, and has supported the team with input and feedback from his 30 years in tunneling to help resolve technical and commercial issues. Working in collaboration with the GEC and the PDB contractor, he has participated in weekly GBR progress meetings and continues to participate in weekly TBM meetings to provide technical input to the team. He also reviews the PDB contractor's engineers estimate related to geotechnical and tunneling costs, and he supports ICE estimators. Matt has also supported constructability reviews of tunnel design and TBM operations.

Similarly, **Ken Johnson**, our Engineering Geologist, has delivered key technical expertise in seismology, groundwater, and soil characteristics to support the program. He actively collaborated with the GEC and PDB contractor to produce the GBR and continues to review both GEC and contractor submittals on geotechnical and excavation designs.

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## FOUNDATIONAL KNOWLEDGE & DEMONSTRATED SUCCESS

BSV Delivery Partners has the experience to develop and oversee the testing, commissioning, and start-up plan for BSVII. We know BART's requirements and we wrote BSVII's Rail Activation Scope and testing plan in collaboration with BART. Based upon recent experiences on BSVI and other projects, we know that identifying risks early and implementing associated control measures — including requirements for maintaining testing records and documentation required by the CPUC as well as quality specifications for equipment — will enable VTA to meet the schedule for revenue service in 2037.

# Program Controls Management

The objective of BSV Delivery Partners' program controls strategy is to complete the project on time and within budget, provide accurate and timely data for effective decision-making, identify and address issues early, and improve collaboration with the CM consultant for comprehensive program, project, and contract management. To accomplish this, we will adhere to FTA requirements, establish interfaces with other consultants to efficiently manage information, provide staff and systems for cost and budget transparency, track in-process changes and potential cost exposures, and implement an integrated change management process with the CMS.

## THE FIRST 12 MONTHS

Specific key program controls activities that will need to occur in the first 12 months after NTP in July 2026 include:

- Ongoing management of new master program budget, master program schedule, risk register, and trends log in support of the BSVII approved configuration that is compliant with program budget and committed milestone goals.
- Ongoing management of a dashboard-driven Program Management Information Center providing up to date, scalable data to drive BSVII decision making at the project, program, and executive level.
- Issuance of the updated New Starts Standard Cost Categories (SCC) Workbook in support of all FTA overseen risk workshops.
- PMC-led oversight and development of all program estimating activities in support of managing the master program baseline.
- Ongoing support to Tunnel Contract Management team for review of contractor payment applications, proposed changes, and contract amendments.
- Ongoing monthly reporting as requested by FTA and VTA including cost, schedule, risk, budget, trends, and configuration.

In addition, our forward-looking approach describes our other ongoing program controls activities.

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## OUR FORWARD-LOOKING APPROACH

BSV Delivery Partners has developed a more comprehensive and forward-looking approach to program controls, including schedule management, cost control management, cost estimating, risk management, and reporting for the life of the program until revenue service, as this section will describe.

### SCHEDULE MANAGEMENT

We built and continue to maintain a cost-loaded Master Program Schedule that serves as the reference standard for overall strategy and identifying key milestones on the program. The Master Program Schedule serves as the project's official baseline schedule, has formed the basis for evaluating the impact of various adjustments to the program, including prior shifting of scope and revised contracting methods. With monthly progress updates,

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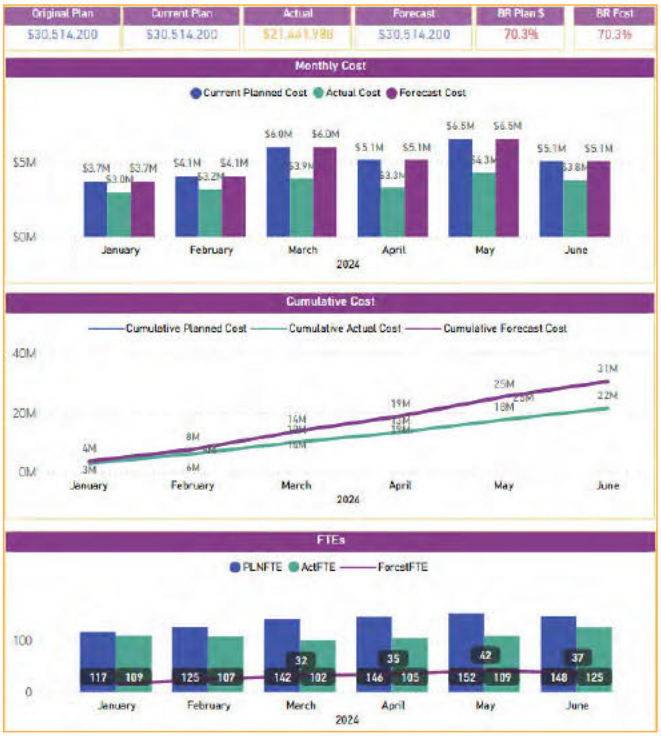
the Master Program Schedule is a critical element for reporting on trends and variances, including schedule impacts that affect the overall timing of project delivery. The ability to identify potential delays early and the fast evaluation and elevation of any issues is vitally important.

**As an enhancement to the scope of services, BSV Delivery Partners proposes incorporating more intensive scenario planning into our schedule management approach.** Scenario planning involves a systematic approach to predicting and preparing for potential changes that could affect project schedules. We start by identifying a range of possible scenarios, including best-case, worst-case, and most likely scenarios, considering factors such as funding shifts, contract pricing, and environmental impacts. We then work with VTA, BART, and other stakeholders to analyze the effects of these scenarios on project timelines using tools and guidance provided by resources like the FTA's Circular 8100.1D. This analysis helps in understanding the trade-offs and impacts of different decisions. We use key metrics (e.g., contract award dates, TBM launch date, Revenue Service Date) to assess each scenario's viability, allowing decision-makers to prioritize actions that best align with the regulatory requirements as well as cost and schedule targets. Engaging with stakeholders throughout this process yields a comprehensive view of potential impacts and supports the development of a robust, adaptable project plan that blends stakeholder input while maintaining project viability with regard to cost and schedule.

## COST CONTROL

Our Project Controls team brings an unparalleled understanding of cost management on the BSVII program—essential for FTA-funded transit projects. We have worked in tight coordination with VTA to update and revise the cost data and associated deliverables over our seven-year tenure as the PMC.

*Exhibit D.11: Example of Cost Control Management Dashboard developed and used by PMC.*




For Capital Investment Grant (CIG) projects, using the New Starts Standard Cost Categories (SCC) Workbook issued by FTA is mandatory. Additionally, the SCC Workbook provides a consistent format for reporting, estimating, and managing capital costs. Our project controls team has had the primary responsibility for developing and publishing the FTA SCC Workbook for each FTA submittal, including Expedited Project Delivery (EPD), New Starts Engineering Readiness, New Starts Entry to Engineering, and FFGA Readiness package. **As the author of these cost workbooks and much of the underlying cost data, we have an unmatched level of insight regarding the nuances and key FTA/PMOC focal points that must continue to be managed.** We will continue to serve as a single point of program cost information as the project proceeds through design and construction to revenue service.

Our approach to managing the budget and cost on the BSVII program, including the major contracts, is summarized below.

- **Use our dedicated project cost management system** for overall management of program budget and cost. This system was implemented in 2023, and serves as the foundation for tracking all elements of program cost: budgets, commitments, expenditures, accruals, and forecasts.
- **Continue to use the Power BI reporting and dashboard system** for budgeting, expenditure, and forecast information for the major professional services contracts (PMC, GEC, CMS), as depicted in **Exhibit D.11**.

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## FOUNDATIONAL KNOWLEDGE & DEMONSTRATED SUCCESS

BSV Delivery Partners built and continues to maintain a cost-loaded Master Program Schedule that serves as the basis for overall strategy and identifying key milestones on the program.

Our Project Controls team has had the primary responsibility of developing and publishing the FTA SCC Workbook for each FTA submittal.

Our role in cost estimating has included oversight and validation of estimates performed by other entities, as well as direct development of cost estimates for targeted scopes, such as Early Works Packages (EWP).

We have built reporting capabilities that support timely decision-making and provide the ability to view summary status as well, as drill-down detail to support the needs of various levels of the BSVII organization.

We developed and maintained the risk register, which includes a description of the potential risks, their potential consequences, and the likelihood of each risk. It also includes a method for prioritizing risks and engaging in potential risk-mitigating actions.

- **Provide ongoing support to the controls team assigned to managing the PDB contract on Tunnel,** including through strong collaboration in contractor payment applications, proposed changes, and contract amendments.
- Oversee VTA's CMS consultant, which we anticipate will primarily manage the cost and schedule performance of the remaining design-bid-build construction contracts for CPs 1, 3, and 4 on a day-to-day basis. We will verify the most recent cost information is included in the overall project-level budget, and make sure that any corrective or remedial actions are being undertaken as appropriate.

## COST ESTIMATING PRODUCTION/VALIDATION

Our role in cost estimating has included oversight and validation of estimates performed by other entities, as well as direct development of cost estimates for targeted scopes such as Early Works Packages (EWP). In the near term, we anticipate our role to continue in a similar fashion as the program continues to progress toward awarding construction contracts.

Our Project Controls Lead **Drew Pearce** and his estimating team, including career construction professional **Tolga Togan,** will continue to support the program cost estimating needs. For estimates that are within the scope of the GEC, BSV Delivery Partners proposes engaging with the GEC early and often to make sure that the cost-estimating methodology being used is both sound and aligned with VTA expectations. Ultimately, different firms working on the project may use different tools for cost estimating. We will verify that these firms are using the same high-level work breakdown structure (WBS) so that estimate comparisons can take place with minimal additional alignment efforts. Additionally, we will continue to perform an extensive review and validation of estimates performed by other parties.

Our estimating team, headed by Tolga, will continue to produce ICEs as needed, and will take a primary role in the estimate reconciliation process.

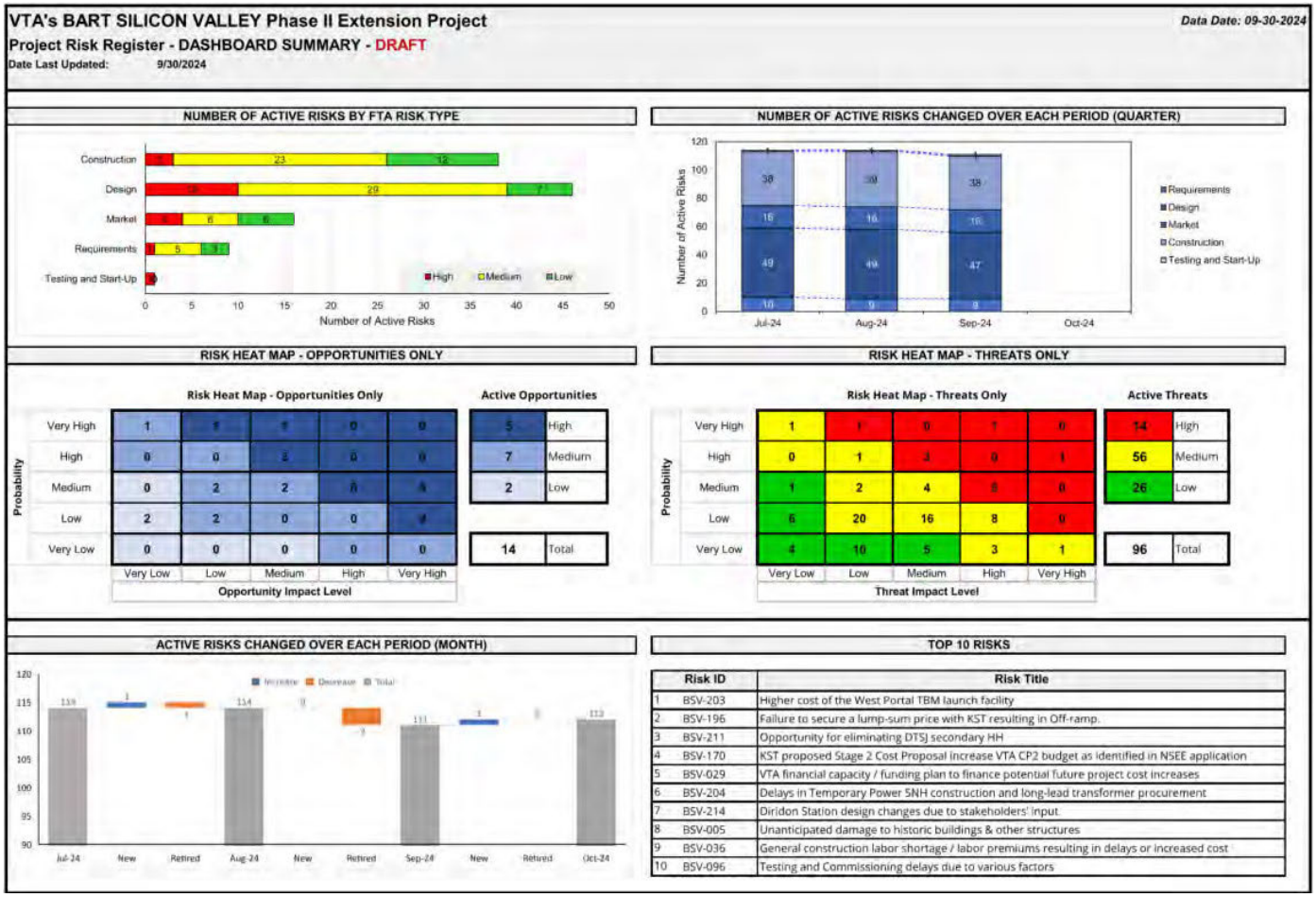
For both new construction contracts as well as for any contract change orders, BSV Delivery Partners will collaborate with VTA's CMS contractor to develop a coordinated approach for estimate development and estimate validation, regardless of the type of estimate. Additionally, any ICE will be reviewed a second time by a separate qualified cost estimator peer who can verify that all the necessary components have been included, and that the basis and assumptions appear sound. Verifying an appropriate level of documentation of assumptions, methodologies, and the basis of estimates is also a crucial aspect of our validation approach.

**Justine is praised by FTA for her sound judgment and effective workshop moderation, which result in sound decision making. Justine can successfully generate critical documents necessary for FTA's funding process with tight turnarounds to meet schedule needs.**

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*Exhibit D.12 Summary of Risk Management Dashboard developed and managed by PMC.*




## RISK MANAGEMENT

Our proven approach to risk management is twofold. First, we will continue implementing and managing a Risk and Contingency Management Plan that demonstrates to the FTA that the BSVII program has effective project risk identification, assessment, and mitigation actions in place. Second, we will demonstrate that sufficient and reasonable contingency amounts have been developed and are being administered with appropriate contingency management and forecasting methodologies.

We understand that FTA's Major CIG Program requires that "the proposed project plan provides for the availability of contingency budgets . . . reasonable to cover unanticipated cost increases or funding shortfalls" with "forecasting methods used to estimate costs and revenues."

For this reason, all elements of our approach to risk management are formulated with the BSVII project's key issues in mind. The following tools are key to our risk management approach:

- **A well-maintained risk register.** Our risk register includes a description of the potential risks, their potential consequences, and the likelihood of each one's occurrence. The risk register also includes methods for risk prioritization and mitigation. It clearly indicates which party is responsible for controlling and managing each risk (respecting any contract responsibilities and liabilities), and provides contingency measures for risk mitigation.
- **Risk Allocation Report.** From the developed risk register, we prepare a Risk Allocation Report that clearly identifies how each project risk is allocated among the project parties (owner, contractor, etc.).
- **Risk Management System.** This system functions as a central repository of risk data that enables reporting and monitoring of all risks, as shown in **Exhibit D.10**. Risk analytics are also incorporated into the Risk Management system for presenting VTA management with the potential cost and schedule impacts of identified risks.

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» **Risk and Contingency Management Plan.** After completing a risk assessment, using our risk register, we monitor the project's risk management performance against our Risk and Contingency Management Plan, and report our findings to the FTA/PMOC on the project's status relative to its risk management objectives.

## REPORTING/DASHBOARDS

Timely, accurate, and reliable information is essential to project success. Regular and ad hoc reports provide snapshots and detailed insights into schedule performance, costs, budgets, cashflow, progress, issues, and actions, and they serve as long-term documentation of project decisions. BSV Delivery Partners already offers several effective reporting tools (see Current Reporting). Based on our experience on this program, we believe VTA would benefit from additional reporting enhancements, which we outline in Proposed Reporting.

### CURRENT REPORTING

We continue to provide a wide range of reporting to support the variety of functional areas across the BSVII program. The varying formats and level of flexible formatting in these reports require different tools to produce the reports. Wherever possible, we have leveraged advanced reporting tools like Power BI to provide a convenient and flexible reporting environment that can summarize data at a high level with dashboards and rollups, but also enables easy drill-down capacity to reveal lower-level detailed data elements.

Current reporting includes the following, several of which are included in the overall program monthly reports:

» Program monthly progress report (FTA/PMOC)
» Monthly executive report (Board and Oversight Committee)
» Program schedule milestones status report
» Program cost summary report
» Status reports for program risk, third-party agreements, and ROW acquisition
» Professional services (GEC, PMC, CMS) budget vs. actuals dashboards
» Program budget/cost status dashboards (e.g., Power BI)
» FTA reporting, including SCC Workbook, trends, and configuration changes
» Contract change management reporting

### PROPOSED REPORTING



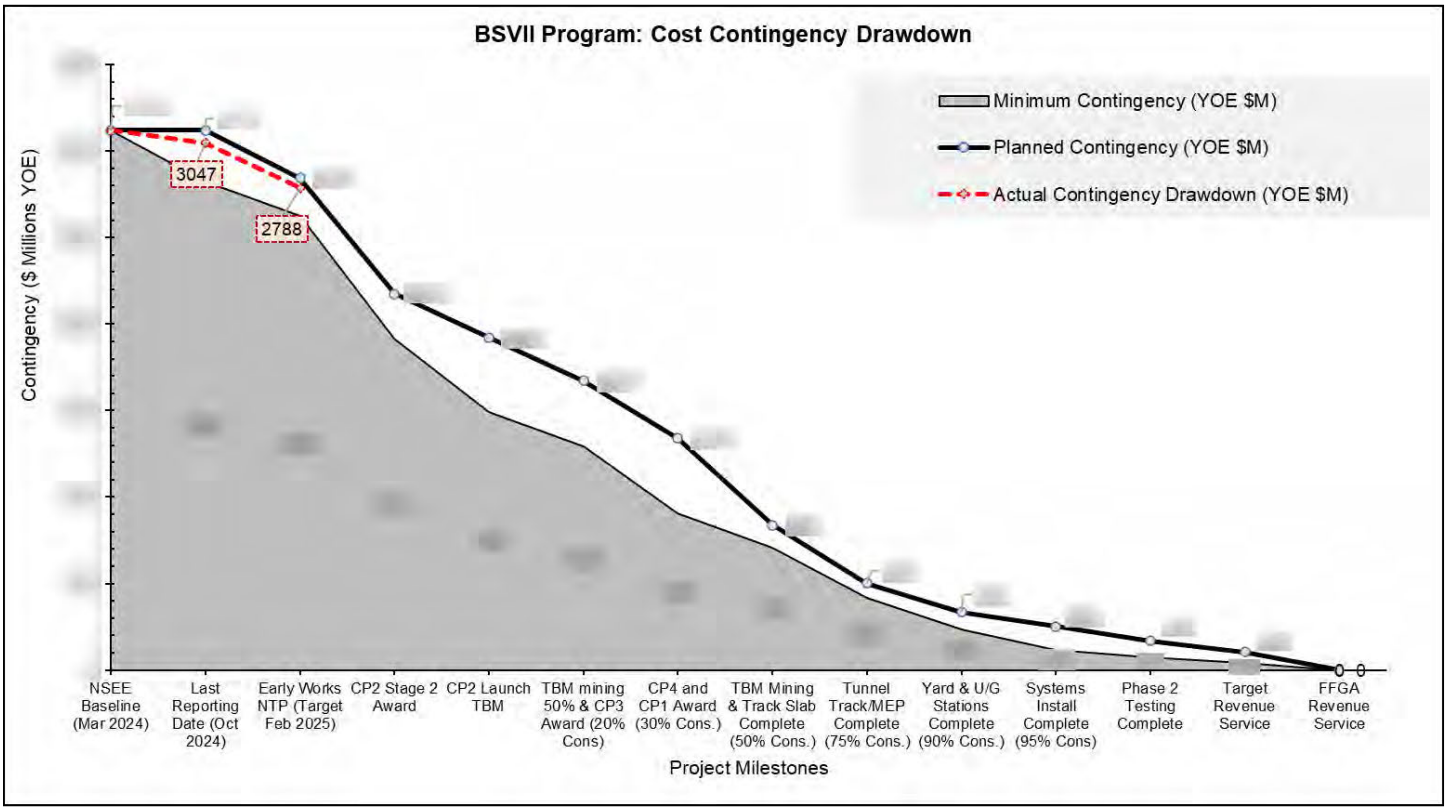
Beyond the reporting we have innovated over our tenure on the program, we believe significant opportunities remain for additional value-added reporting solutions as the program continues to advance into final design and construction of the Tunnel contract, followed by the other major contract packages. Our team recommends a focused development effort for enhanced reporting. Those ideas include, but are not limited to:

» Upgraded tracking of construction submittals by leveraging the BSVII Aconex platform.
» Summary and detailed tracking of contract change management process, including ball-in-court and aging reports.
» Contract status dashboard — A summary dashboard that includes current contract value, changes to date, status of pending changes and potential changes from trends log.
» Meeting notes and action tracking — A global BSVII Outlook meeting calendar for tracking critical meetings and the production and of associated meeting notes and actions.
» Microsoft AI — We see potential in leveraging features that Microsoft's AI system offers to automate this process and improve documentation and action tracking, with little or no cost to the program.
» Contingency tracking — Beyond the current contingency reporting updates underway, further integrate contingency tracking and forecasting with risk management reporting. Refer to the example in **Exhibit D.13**.
» Non-conformance tracking — As the project progresses into construction, tracking and status reporting on identified non-conformances and their resolution is a critical element of quality oversight. This could be jointly developed with the CMS contractor and integrated with contract payment applications to enable withholding as specified in the contract.

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*Exhibit D.13: Example of our contingency tracking with forecasting that is part of our monthly reporting.*



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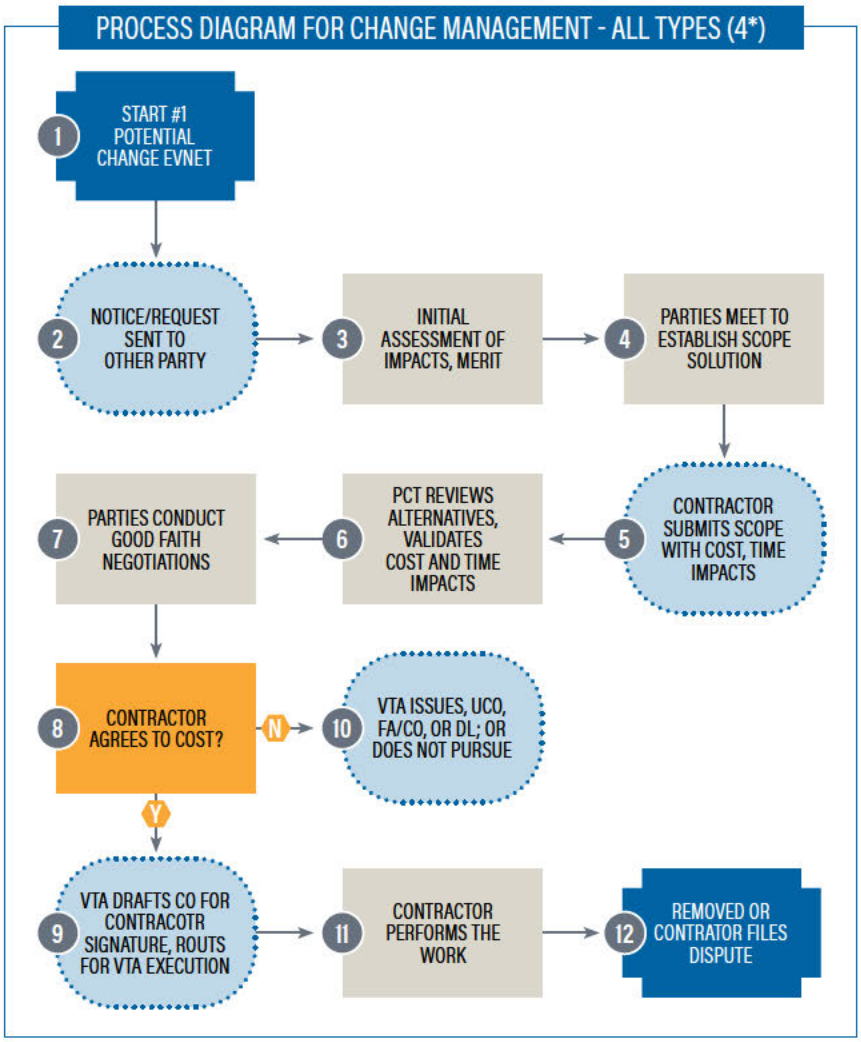


## CHANGE MANAGEMENT

Our Project Controls team will manage cost, schedule, and scope changes resulting from any change orders during the BSVII project's design and construction. To maintain integration with other packages and contracts, we propose **Bryce Little** as our dedicated Change Manager. In this role, Bryce will understand the nature of changes, their impact on cost and schedule, and the project controls resources needed.

Currently, the PMC Tunnel Contract Management team handles contract change management for Tunnel, the only active construction contract. Supported by the Program Controls team, the Tunnel team analyzes and interfaces with VTA's BSVII leadership and the VTA contracting team to recommend contract actions, including change order evaluations. As part of our role, we will monitor and document any change or requests and follow the procedures outlined in **Exhibit D.14.** Adding Bryce in this role would benefit the program before and after the CMS assumes contract management and project controls responsibilities for Tunnel and other construction contracts as awarded. Post-transfer, this role would shift to change oversight and coordination. The PMC would continue monitoring the change process to ensure consistent management across the program and report on changes at both the contract and program levels.

*Exhibit D.14. Process and procedures for documenting any changes or requests.*




## PROJECT CONTROLS SME'S

Our bench of project controls SMEs includes estimators, schedulers, and risk experts who are all available on an as-needed basis to develop and/or review estimates and schedules needed to support the program. When called upon, our SMEs will leverage their expertise to confirm that all project estimates and timelines are realistic, comprehensive, and aligned with industry standards. As we have demonstrated over the past several years, we welcome a collaborative approach with both the GEC and CMS project controls SMEs where appropriate to develop the best solution for VTA and the program. Our bench of SMEs includes many with prior experience working for contractors, who understand how construction bids and schedules are developed.

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## FOUNDATIONAL KNOWLEDGE & DEMONSTRATED SUCCESS

BSV Delivery Partners' Quality Oversight team has collaborated with all parties to maintain the highest levels of quality performance. This includes coordination with the GEC and CP2 contractors as well as the distribution of the quality metrics, lessons learned, and risk registries to the entire program team.

We continuously improve and innovate to achieve and verify the highest quality. One example of this is the quality review and verification for the Diridon and Downtown San Jose stations reconfigurations that produced cost savings for those connections.

We communicate across all levels of the program organization to encourage quality performance, including distributing weekly, monthly and quarterly reports to VTA management and the PMOC.

We have achieved compliance with our quality program by training our teams on total program quality.

# Quality Management

The BSV Delivery Partners Quality Oversight Team is committed to developing and implementing an effective Quality Management System for the program. Our Quality Manager, **Chris Ralston**, will lead this team, bringing the same high level of quality oversight he provided on BSV Phase I.

Chris and his team will make sure that all contractors, consultants, and the PMC team adhere to FTA requirements as well as to the BSVII Quality Management Plan, which will define how quality management processes and procedures are implemented during design, procurement, construction, installation, testing, inspection, systems testing, start-up, facilities/records turnover, and training on BSVII.

Our Quality Oversight Team includes quality assurance (QA) auditors, senior engineers, quality control (QC) inspectors, and specialists. BSV Delivery Partners' deep bench of SMEs means that we can adjust the makeup of this team based on the experience required as program levels fluctuate with construction activities.

## THE FIRST 12 MONTHS

**BSV Delivery Partners will continue to strive for efficiency by integrating the CMS as part of the implementation team.** The CMS will bring QA construction expertise, certified quality engineers, and inspectors to support the construction program. Our QA team will oversee CMS quality functions—including staffing, the Quality Management System, testing, and special inspections—and coordinate with other BSVII contractors and subcontractors.

Chris will apply the Project Quality Management Plan's procedures and registry system, incorporating FTA lessons learned, to identify process-improvement opportunities based on best practices and industry insights. This proactive approach helps prevent nonconforming conditions and identifies enhancements to project processes. Chris will maintain quality metrics and dashboards, including lessons-learned registries, and share updates with the PMC and VTA.

Our robust process has helped us to enhance or augment the following quality standards:

- Encourage consistent use of the Requirements Verification Traceability Matrix (RVTM) by the PDB contractor and GEC to validate design comments and identify repetitive scope.
- Build a strong quality team by evaluating staffing credentials, certifications, and relevant experience.
- Identify and address critical quality issues and implement preventive measures.
- Maintain all quality records in Project Records.
- Review cost and schedule management plans to mitigate potential quality risks.
- Support risk contingency through quality input and proactive procedure reviews.
- Monitor the effectiveness of Corrective and Preventive Actions for nonconformances and Corrective Action Requests, ensuring issues are tracked, trended, reported, and resolved.

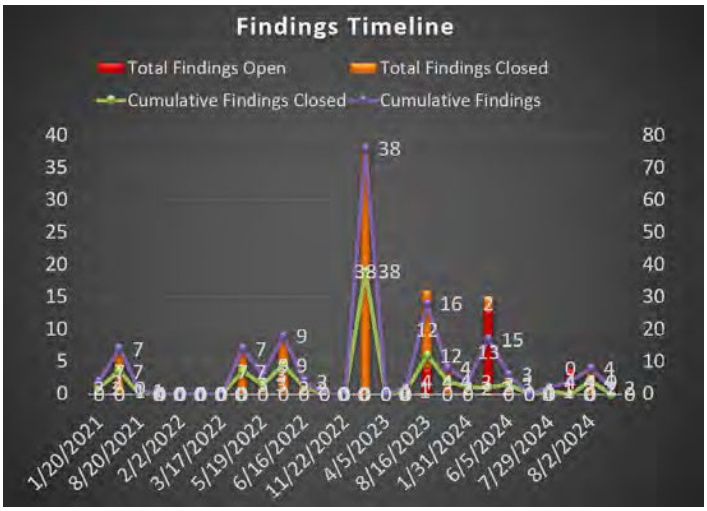
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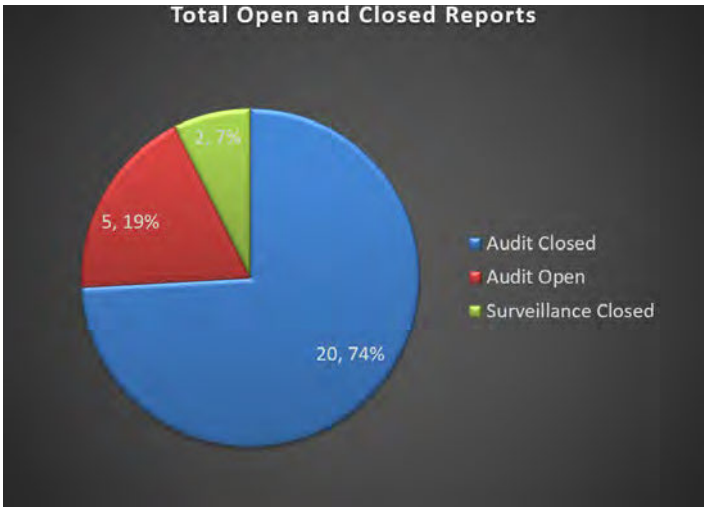


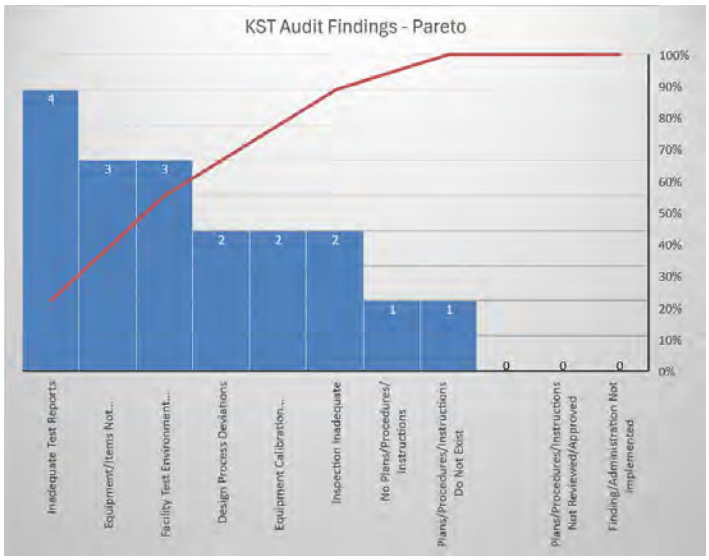
## OUR FORWARD-LOOKING APPROACH

Our Quality Oversight team will present a Quality Improvement Initiative process as future construction packages proceed into construction. This tool will evaluate existing processes and support the definition of specific processes implemented by the integrated PMC, CM, and KST teams. These new processes are monitored and tested on early work produced by KST consultants to address work progress, evaluate identified problems, and verify contract scope, schedule, and budget alignment by using a variety of tools, as shown in **Exhibit D.15.** We will continuously monitor adherence to contract requirements by integrating the Quality Management System with the GEC, CMS, Tunnel, and future contracts. In this way, the comprehensive BSVII Quality Management Plan will define all future quality programs, including their quality policy, QA/QC procedures for contract compliance, and FTA Quality Guidelines.

*Exhibit D.15: BSV Delivery Partners will use several tools to monitor audits and proactively address areas of concern to maintain quality on the BSVII program.*



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## FOUNDATIONAL KNOWLEDGE & DEMONSTRATED SUCCESS

BSV Delivery Partners' **Lurae Stuart** implemented a safety and security organization for BSVII that incorporated all the partner entities to establish firm protocols for coordination and collaboration. This instituted defined safety and security roles and responsibilities for each partner organization. This working relationship establishes over-the-shoulder reviews of safety and security activities to reduce time on official submittal reviews.

BSV Delivery Partners' **Jesse Harder** has managed our team's efforts on fire/life safety. When he joined the program, VTA and BART had different approaches and thoughts about tunnel door spacing. Jesse developed consensus among VTA, BART, and the fire department on tunnel door spacing that reduced the number of doors to simplify the design, reduce cost, and maintain a level of safety that satisfied the fire department. Jesse's relationship with BART's Tom Malone has been critical to achieving consensus on fire/life safety solutions that have moved the project forward. Jesse will continue to work in this transparent and collaborative approach.

# System Safety & Security Management

For BSV Delivery Partners, safety and security for the BSVII program mean much more than meeting FTA requirements. Our aim is to significantly reduce safety and security risks while balancing the costs associated with mitigating these risks. Coordinating all parties involved in the project is particularly important, especially since VTA is the owner and BART will be the operator.

As an established operator of a 50-year-old system, BART relies on the DCM to address known hazards and vulnerabilities. To promote safety and avoid risk, BART is careful when approaching changes to its standard design practices, evaluating new technologies or approaches to confirm that changes provide better outcomes. It is crucial for VTA to partner with BART and jointly maintain focus on improving safety and security risks, supported by factual evidence and demonstrated outcomes.

## THE FIRST 12 MONTHS

For the first 12 months of this contract, it will be critical for our PMC team to keep pace with the design teams to make sure that the identified safety and security mitigations from the DCM and risk analysis are incorporated in the design.

BSV Delivery Partners has developed a robust Preliminary Hazard Analysis (PHA) and Threat and Vulnerability Assessment (TVA) to identify design-specific hazards and vulnerabilities that the DCM may not address. We have identified derived mitigations from the Preliminary Hazard Analysis and Threat and Vulnerability Assessment to address these risks, and we have added the prescribed mitigations from the DCM. We will continue to check the Certified Items List to confirm that the design and construction includes all the identified mitigations as part of an ongoing conversation with the designers and partners to confirm all parties agree. We will also be ready to pivot if design changes require reassessment to identify any newly introduced hazards or vulnerabilities.

We will also monitor tunnel construction during the first 12 months. To address risk while proposing newer technologies, BSV Delivery Partners will focus on both the actual reduction of risk and the perception of risk. We will continue to work as one team and involve all relevant parties—VTA, BART, and municipal police and fire departments—in discussions on managing safety and security risks and supporting the engineering and design team to demonstrate how the design and subsequent phases support the safety and security program. **Lurae Stuart** will continue to lead the effort. We have added **Brad Woodruff** to support safety and security certification; he will work with project teams to verify contractors meet safety and security requirements. Brad has recently identified streamlining options for the safety and security program to eliminate duplicate documentation of the same systems elements. Frank Lucarelli will continue to support the program by defining lessons learned from BSVI, coordinating fire/life safety and security activities, and liaising with VTA.

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BSV Delivery Partners will maintain coordination with Aston Green, VTA Chief Safety Officer, and BART Safety and Police by including them in safety and security committee meetings and updates. Regular Safety and Security team meetings will be held biweekly to promote alignment among all active staff. Through the Fire/Life Safety Committee and the Safety and Security Review Committee, we will continue our coordination with fire departments, police departments, and other entities to uphold code compliance and effective response activities. This comprehensive approach aims to integrate safety and security compliance with project success.

## OUR FORWARD-LOOKING APPROACH

The goal of the safety and security program is to reduce hazards and vulnerabilities in the operating system so that all persons using or working in the system have a safe and secure experience. BSV Delivery Partners will continue this work through the life of the project to identify any hazards and vulnerabilities that might be introduced through design or construction changes. Our safety and security program will keep pace with the design and construction to certify and document compliance as progress is achieved. Lurae, Brad, and Frank will keep the Safety and Security Review Committee informed and ready to approve certification packages that are presented by the design or construction contractors.



One of the biggest challenges with a program the size of BSVII is the need to continually capture the safety and security status the DCM so that by the end of the project, the safety and security certification program is prepared for final project certification and there is minimal remediation needed to achieve it. **This requires ongoing diligence, which is why Brad will document the certification progress throughout the project so that by the end, the status of all the certifiable elements will be up to date and comprehensive.** The team is already working with California Public Utilities Commission (CPUC) and the FTA PMOC, and will keep them informed on safety and security status.

Although the design and construction contractors have a large role to play in providing safety and security certification support, BART and VTA will also have safety and security certification tasks to bring the project to operation. BSV Delivery Partners will keep all parties informed of their role in the program and work with them to meet the program deadlines. In Phase I, VTA and BART achieved full certification, but the effort took longer than expected. The team's goal for Phase II is to have a smooth path to operation without final days of searching for documentation, ultimately reducing the stress of opening the new project to revenue service. The key to this success is collaboration, coordination, and communication with all the partners, which will build upon our team's successful collaboration to date with VTA, BART, the cities, and other parties.

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## Procurement Development/Contract Management

BSVII will be delivered through multiple FTA funded construction contract packages using a range of delivery models. BSV Delivery Partners has helped VTA develop the overall contracting strategy and the processes needed to manage these professional services and construction contracts.

As the program transitions over the next five years from securing the FFGA and advancing design to preparing procurement documents and executing procurements, packaging strategies will need periodic reassessment. This flexibility ensures VTA can respond to evolving project risks, market conditions, proposer feedback, and design development.

With upcoming procurements expanding beyond the current tunnel focused work, VTA's contract administration workload will increase significantly. Our team brings the depth of procurement and contract management expertise—across all anticipated delivery models—to supplement VTA staff and ensure consistent, coordinated program coverage. We have demonstrated our ability to work effectively with VTA, CMS, and the GEC to move tasks and projects to completion.

Our approach centers on operating as a fully integrated part of the BSVII team. We will ensure compliance with FTA regulations, environmental commitments, and VTA procurement requirements while maintaining transparency with VTA and stakeholders. We will continue supporting proactive industry engagement to secure strong competition and informed proposals, consistent with our previous work helping VTA communicate effectively with the marketplace.

We emphasize clean, comprehensive documentation to support FTA compliant procurements and successful audits. Our team understands that effective contract management begins during procurement; decisions and communications must anticipate downstream impacts on VTA staff, the PMC, the GEC, CMS, and contractors. Accordingly, we carry our procurement phase rigor forward into contract administration to ensure contracts are well structured and administered fairly to support successful project delivery.

Led by Procurement and Contracts Lead **Bryce Little,** BSV Delivery Partners will assist VTA in successfully delivering BSVII by:

- Developing and monitoring procurement, contract compliance, and change management procedures to ensure consistent administration.
- Providing specialized resources including procurement specialists, compliance experts, and claims management professionals as needed.
- Leading the development and execution of all required contracts, including professional services and construction.



**REPRESENTATIVE PROJECT:**

- Hudson River Tunnel: WSP is leading procurement of six contracts using varied delivery methods, all executed in compliance with an FFGA.



**REPRESENTATIVE PROJECT:**

- Central Subway Contract 1300: HNTB and WSP consolidated four planned construction contracts into one based on industry feedback, resulting in the largest contract ever awarded by the City and County of San Francisco for three underground stations, trackwork, traction power, and associated systems for the Muni light rail extension into Chinatown.

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» Applying extensive experience in mega-project procurement across multiple delivery models, including major rail transit projects requiring FTA compliance and adherence to Full Funding Grant Agreements (FFGAs).

BSV Delivery Partners offers 60 procurement experts from our combined Advisory service groups. Key leaders include Bryce Little (30+ years), Colin Peppard (20+ years), and Leah Tapp (20+ years).

## CONTRACT ADMINISTRATION AND CLAIMS MANAGEMENT:

BSV Delivery Partners will work as an integrated team with VTA staff, CMS, legal counsel, and the GEC to manage day-to-day contract administration, track and resolve potential claims proactively, and negotiate fair settlements early to prevent escalation. When disputes arise, we will support VTA in articulating its position effectively, including presentations to a Dispute Review Board (DRB) or other neutral bodies.

> *"Bryce Little leverages 20 years of experience overseeing close to $1 billion in mega-project disputes to support VTA across the entire dispute-escalation process."*

BSV Delivery Partners will leverage our core team's dispute management experience.

» Where appropriate, BSV Delivery Partners is ready to lead coordinated engagement of SMEs as required to support VTA's positions with expert opinions and analysis, leveraging our team's deep technical resources, as well as those of CMS and the GEC.

» BSV Delivery Partners' depth of experience managing claims and disputes on multiple mega-projects, combined with our working relationship and understanding of key members of the BSVII team, including CMS and the GEC, as well as our institutional knowledge of VTA and BSVII, will prove invaluable to VTA when these arise.

## BUY AMERICA

**Justine Belizaire** wears multiple hats on our team, and is available at VTA's direction to refine and implement the Buy America Plan for the BSVII Project. Justine will conduct an initial assessment to identify potential compliance issues, refine the existing plan through a detailed gap analysis, and provide comprehensive documentation. She will support implementation through training, ongoing consultation, and regular audits to achieve continuous compliance. Justine will be available for timely assessments, and will maintain clear communication with VTA and stakeholders, culminating in a final compliance certification.

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## FOUNDATIONAL KNOWLEDGE & DEMONSTRATED SUCCESS

Our team has supported key FTA funding activities on BSVII, including developing the application for the Expedited Project Delivery (EPD) Pilot Program, preparing for risk assessment workshops and aligning support for the New Starts funding allocation.

BSV Delivery Partners' **Sean Libberton** managed the CIG Office of Project Planning and Analysis for six years while at FTA and **Steve Goodman** worked on six at FTA Region 2. Our team understands the FTA requirements for FFGAs, and will make sure that our application will meet FTA requirements the first time.

*I want to thank you for demonstrating to the FTA and PMOC how collaborative our team can be. While many players were sitting on the project side of the table — VTA, BART, PMC, GEC — we looked and acted like a cohesive team all week. That's important to the PMOC, and it's important to me."*

**Tom Maguire**
VTA Chief Megaprojects Officer, in regard to the January 2024 FTA Risk Assessment Workshop.

## Advisory Services

BSV Delivery Partners will continue to provide comprehensive Advisory Services for VTA from our deep bench of subject matter experts. These staff will support VTA executive leadership with strategic guidance and resources to help the agency anticipate and respond to potential issues with contracting, funding, program delivery and any other challenges that may arise.

### STRATEGIC SUPPORT

As described in Section B and earlier in this section, BSV Delivery Partners proposes engaging **Peter Zuk** and **Sarah Hersom** as Strategic Advisors to VTA. Peter's career includes pivotal roles for landmark, multi-billion dollar transit projects that received federal funding, such as the Boston Central Artery/ Tunnel Project, where he served for eight years as Project Director overseeing more than 20 miles of tunneling—including immersed tube, cut-and-cover, and jacked box tunnels. Peter has been brought on active projects facing delays and negative perception, internal and external. He has implemented solutions that ultimately turned those projects around and overcame challenging criticism by advocating the integrity of the project. Championing a hands-on management approach and multiple discipline integration, Peter excels at refreshing a project vision, bolstering team morale and enthusiasm to drive successful project outcomes.

As a licensed civil engineer and skilled communicator and strategist, Sarah is a proven team builder and out-of-the-box thinker who has helped clients identify strategies to save on construction costs and find solutions to move projects forward to completion—including mega projects such as LA Metro K Line and Presidio Parkway. Sarah will draw on her nine years of BSV program knowledge to provide continuity and guidance to VTA and the program team, particularly through the critical decisions and milestones over the next year including FFGA, Tunnel path forward, a reevaluation of the program's contracting approach, and the external messaging of those.

As Strategic Advisors, Peter and Sarah will play a critical role in providing VTA and the program team with continuity, strategic insight, and guidance through the program's most pivotal decisions and milestones over the coming years. Their responsibilities will include supporting the successful completion of the Full Funding Grant Agreement (FFGA) application, shaping a clear and actionable path forward for the tunnel, and leading a thorough reevaluation of the program's contracting and delivery approach to ensure alignment with evolving project needs and market conditions. In addition, they will advise on external messaging and stakeholder communications related to these strategies, helping VTA maintain transparency, build confidence, and foster strong relationships with funding partners, industry participants, and the public. Through this work, Peter and Sarah will help position the program for long-term success by balancing technical, financial, and political considerations in every major decision.

We have existing and new SMEs who can be tapped into for complex program delivery, packaging, industry engagement, and market sounding needs.

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## FTA/FFGA COORDINATION

BSV Delivery Partners is proud to have played a role in BSVII's Entry to Engineering and the FTA's allocation of $5.1B in New Starts funds for the project. Our team will maintain this momentum by drafting the FFGA application. With experience in drafting over a dozen FFGAs and a deep understanding of both California and federal grants, we can assist with any aspect of the application process.

Our team includes former FTA executives, such as a Regional Administrator who oversaw FTA's largest funded region, an Associate Administrator who authored many key FTA policies and procedures, and Acting FTA Administrator who signed major FFGAs on behalf of USDOT. Leveraging this deep institutional knowledge and firsthand experience, we will proactively address FTA's requirements and concerns, and tailor project controls to ensure full compliance with all reporting obligations. We have successfully secured billions in federal funds for transit projects nationwide and are prepared to finalize the funding plan for the FFGA swiftly and efficiently.

With our deep understanding of FTA's requirements and concerns, our team offers the management expertise and capacity needed to effectively advise VTA. We are well-equipped to support the delivery of this megaproject within a complex urban environment, ensuring compliance and successful project outcomes.

**Our proactive management of project risks aims to keep the project on schedule and under budget, avoiding the need for a recovery plan that FTA might otherwise require.** Our team has a proven track record, having recently assisted VTA with FTA risk and readiness reviews for the Entry into Engineering milestone, and helping BART secure the FFGA for the $2.7B Transbay Corridor Core Capacity Program in 2020. Our familiarity with the BART system, FTA headquarters staff, and FTA Region 9 staff will be invaluable in addressing any FTA concerns that may arise on BSVII.

## FUNDING

Michael Brown will manage funding compliance and documentation, ensuring that all procurement activities align with federal, state, local, and regional financial requirements. He will lead efforts to integrate funding considerations into procurement planning and execution, helping VTA mitigate financial risks, optimize resource allocation, and maintain transparency throughout the project lifecycle. By providing strategic guidance and hands-on support, he will play a critical role in securing and managing the diverse funding streams necessary for successful project delivery.

## PACKAGING/PROCUREMENT STRATEGY

BSVII will be delivered through multiple construction contract packages using various delivery models, all involving FTA funding. Packaging & Delivery Methods lead Colin Peppard, BSV Partners will continue to support VTA in developing and executing a comprehensive contracting strategy, including processes to manage professional services and construction contracts. This effort focuses on optimizing procurement and packaging approaches to meet VTA's delivery goals, mitigate risks, maintain schedule and cost control, and ensure high-quality work that reflects stakeholder needs. Additionally, the strategy aims to align contract values and durations with industry preferences to maximize competition, particularly for fixed-price contract delivery models such as Design-Bid-Build and Design-Build.

Colin will collaborate with Procurement Specialist Sarah McKay, who brings expertise in procurement and contract, strategy development, and negotiating high-value contracts across fixed-price, open-book, and cost-reimbursable models. As Procurement Specialist, she will develop strategies that align with the client's vision while optimizing risk allocation across contract packages to ensure efficient and successful project delivery.

### THE FIRST 12 MONTHS

During the first 12 months after NTP, BSV Delivery Partners will assist VTA in preparing the FFGA application for the New Starts funds, and will update the reporting to meet FFGA requirements. We will continue to update the finance plan as additional funding is committed to the project, and will prepare for the updated ratings submittal that will be required in the application. Our team has the experience and expertise to successfully update the ratings application per FTA's updated CIG guidance released in November 2025.

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We are committed to providing ongoing support to VTA in the development of the FFGA application to FTA. Our team includes former FTA regional and headquarters staff—including **Sean Libberton** (managed the CIG Office of Project Planning and Analysis for six years) and **Steve Goodman (**former FTA Region 2 Administrator)—who have drafted and reviewed more than a dozen FFGAs. We understand the FTA requirements, and will proactively address the issues that are known to concern FTA. We will advise VTA on responses to FTA and PMOC concerns that may arise during the FFGA review and subsequent progress reporting. Our support will include participation in FTA Roadmap Meetings prior to the FFGA award and Quarterly Progress Review Meetings as needed. We will also attend risk workshops and risk review meetings to confirm that risk registers are updated, and that FTA is aware of risk management actions on major project risks.

BSV Delivery Partners will also proactively look for opportunities to streamline reporting and approval processes related to FTA funding. As we look forward to the award of the FFGA, we will update our reporting for formal FTA quarterly meetings. Working with our project controls and risk management teams, we will update our cost, schedule and risk reports to FTA to provide a clear status of the project as it progresses. By anticipating FTA questions and providing the information that FTA needs, we will demonstrate that our team is proactively addressing potential risks and delivering the project efficiently. **This will streamline the FTA approval process, leading to a shorter review period before the FFGA is awarded.**

Once the FFGA is awarded, our team will provide support to VTA to address FTA questions during construction, preparation for revenue service, and the opening for revenue service.

## OUR FORWARD-LOOKING APPROACH

Following the award of the FFGA and throughout the construction phase leading to revenue service, our team will support VTA in meeting all FFGA and other FTA requirements. We bring extensive experience managing FFGA projects and can assist with quarterly reporting, updates to the Project Management Plan and associated subplans during construction, and documentation of environmental mitigations measures. Our services include comprehensive risk management, such as conducting risk assessment refreshes if required by FTA. We will ensure the Project Management Plan and subplan are updated as required prior to testing, start-up, and commencement of revenue operations.

BSV Delivery Partners will also draft agendas for Quarterly Progress Review Meetings during construction and preparation for revenue service, and will track action items raised by FTA and PMOCs to make sure FTA concerns are promptly addressed.

Sean Libberton will lead the FTA coordination, serving as the primary liaison with VTA and coordinating with our technical experts to gather information, track action items, and report on issues relevant to FTA. Steve Goodman will also play an active role, with additional support available from former FTA Acting Administrator Jane Williams as needed. Sean, Steve, and Jane are former members of FTA's Executive Management Team bringing decades of experience managing CIG projects. Their extensive collaboration with senior FTA Headquarters and Region 9 leaders, gives them a deep understanding of FTA's priorities and concerns regarding the efficient delivery of major capital projects.

Sean will lead the team, interfacing with VTA and our technical experts to gather information, track action items, and report on issues of concern to FTA. Steve will also be involved, with potential support from former FTA acting administrator **Jane Williams** if needed. Sean, Steve, and Jane are former members of FTA's Executive Management Team and have decades of experience managing FTA CIGs. They have worked with senior FTA Headquarters and Region 9 leaders, and understand FTA's concerns with the efficient delivery of major capital projects.

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# PROPOSED ENHANCEMENTS TO SCOPE OF SERVICES

## Third-Party Document Reviews

Currently, facilitation of third-party reviews by the cities of San Jose and Santa Clara, along with other stakeholders, is largely handled by the External Affairs Team. In recent discussions with this team, currently under our contract, as well as with VTA, there could be efficiencies derived with having our team do some of this packaging and transmittal directly.

## Construction Transportation Management Plan

The Construction Transportation Management plan is also currently handled by the External Affairs team. However, similar recent discussions have taken place on how it might make better sense to shift this scope of work to the PMC contract. We have people engaged already that can continue in a seamless manner, still under VTA External Affairs direction.

## UPRR and Caltrans Stakeholder Management

Although we understand VTA is intending to contract Stakeholder Management and Outreach separately, currently our third-party agreement lead handles coordination with Caltrans and UPRR under direction of VTA's External Affairs Lead. It could be least disruptive to this stakeholder engagement to continue with this arrangement.

## Government Relations and Funding Support

BSV Delivery Partners currently provides as needed support to VTA in the areas of government relations and funding. We see value to VTA in our continuing to provide these services as needed to help close the funding gap and clear the FFGA milestone.

## Art in Transit, Design Review Committee & Community Working Group Support

BSV Delivery Partners currently provides support to the External Affairs team in preparation for and presentations to various community engagement groups including Community Working Groups, Design Review Committees, and Art in Transit. We propose to continue providing this support to VTA.




*Greg Thiebaut presenting at Santa Clara Station to various stakeholders including Congressman Ro Khanna.*

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### ARTWORK APPROACH

BSV Delivery Partners can support VTA with how public art is commissioned, developed, installed, and maintained. Related services include:

- Verifying that conceptual design of BART facilities supports VTA's expectations or requirements of how art will be incorporated into design.
- Drafting requirements for public art for use in commissioning artists.
- Assisting or representing VTA during the commissioning process.
- Reviewing proposals and selecting artists.
- Acting as a liaison between VTA and all artist team members (e.g., artists, facility design teams, and contractors) as works are developed and installed.
- Reviewing art design and installation details as an integral part of general VE and constructability reviews.

We can help VTA verify the long-term performance, maintenance, and operational costs of artwork from a perspective of constructability, maintainability, and operations. We can help VTA incorporate art into the stations including by considering initial constructability and long-term ease of maintenance and cost of operations.

## *3. Key Performance Indicators*

HNTB Corporation and WSP USA Inc. bring extensive program management expertise from major programs across multiple agencies. Building on that experience, **BSV Delivery Partners proposes a facilitated Success Management session with VTA and the PMC to jointly define what success looks like for the PMC.** The outcome of this session will serve as the basis for our annual KPIs.

In anticipation of that discussion, we propose the following KPI categories. These four categories are intended to remain relevant throughout the life of the program, drive outcomes within BSV Delivery Partners' areas of control, and be straightforward to administer.

### MONTHLY STATE OF THE PROJECT



#### QUALITY MANAGEMENT

Metrics may include the number of quality audits completed versus planned, the percentage of corrective actions closed within required timelines, and compliance with the Quality Management Plan.



#### PROGRAM CONTROLS

Metrics may include proactive and accurate cost and schedule trend reporting, accuracy of the risk register, and timely updates to the monthly status action item list.



#### PROJECT DELIVERY

Metrics may include timely achievement of project milestones, operational readiness, and effective turnover of the project to operations.



#### PMC CONTRACT MANAGEMENT

Metrics may include timely invoicing, timely payment of subcontractors, and timely execution of the annual Work Plan.

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## ADHERENCE TO ESTABLISHED PROCESSES AND PROCEDURES

The Quality Team will verify compliance with the 23 plans and 10 procedures that govern program activities for VTA on BSVII, including the Document Control Plan, Interface Management Plan, Cost and Schedule Management Plan, Program Reporting Procedure, Risk Control Procedure, and Submittal Review Procedure. Verification will occur through quarterly audits and surveillances. Resulting deficiencies will be documented as findings or observations and tracked through closure.

Potential KPIs include:

- Responsible parties issue a proposed corrective action within 2 weeks of a finding or observation.
- The Quality Team reviews and accepts or rejects the proposed corrective action within 1 week.
- The Quality Team verifies implementation of accepted corrective actions within 6 weeks.
- Each finding or observation is categorized by type (e.g., Lack of Training, Documents Missing, Procedure Not Followed, Lack of Documented Procedure) and by risk level (Low, Medium, High).
- Repeated findings of the same type trigger required retraining on the associated plan or procedure; instances of this trigger are tracked as a KPI.

## COLLABORATION WITHIN PMC SUBFUNCTIONS AND WITH EXTERNAL STAKEHOLDERS

Metrics may include the completion of regular coordination meetings among VTA project leaders, PMC functional leads, and key external stakeholders to identify and resolve internal concerns—such as compliance, preferences, and interface risks—associated with proposed designs and construction approaches. These touchpoints help ensure that designers and contractors have the information they need to develop effective coordination and delivery strategies within their workplans.

## AVERAGE LIFECYCLE TIME FOR RESOLUTION OF ISSUES AND CONFLICTS

Two near term areas of focus are the management of KST and the GEC. The following KPIs support both design (GEC) and contractor (KST) activities and provide target durations against which actual lifecycle performance can be tracked:

- **Design package reviews:** Initiate Bluebeam review, obtain and vet reviewer comments (PMC and GEC for KST packages), close the review session, and issue the Comment Review Form (CRF) within 30 days of receipt.
- **Contractor relief notices:** Acknowledge receipt within 7 days.
- **Contractor relief requests:** Conduct an initial assessment and provide a merit/no merit recommendation, with supporting justification, to the Change Control Committee within 14 days.
- **Design and contractor invoices**: Review and issue comments/approval within 14 days of receiving the final invoice.

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*Smitten Ice Cream Shop in Santana Row.*

# APPENDIX A
# JV Agreement

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*2024 Silicon Valley Pride Fes ival.*

# APPENDIX B
# Evidence of Financial Capacity

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*Mural in Little Italy*

# APPENDIX C
# Administrative Forms

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

# Form 1A — Proposal Submission and Proposer General Information Revision 1

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

# PROPOSAL FORM 1A: PROPOSAL SUBMISSION AND PROPOSER GENERAL INFORMATION REVISION 1

| | |
|---|---|
| From (Proposer): | BSV Delivery Partners |
| To: | THE SANTA CLARA VALLEY TRANSPORTATION AUTHORITY<br>STATE OF CALIFORNIA |
| RFP Contract Number: | V23161 |
| RFP Contract Name: | BART Silicon Valley Phase II (BSVII) Program Management Services |

In compliance with the above-named Request for Proposal, the undersigned Proposer, being thoroughly familiar with the terms and conditions of the RFP (including all Addenda) and Contract Documents, hereby proposes and agrees to perform fully the Work within the time stated and in strict accordance with the Contract Documents.

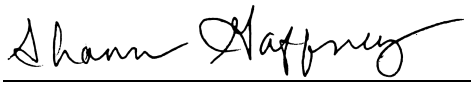
In addition, by signing below:

(a) The Proposer certifies that it has read and understands the RFP (including all Addenda) and Contract Documents and the meaning, purpose, and intent of every provision set out within the RFP (including all Addenda) and Contract Documents.

(b) The Proposer certifies that the Proposer has carefully reviewed the accuracy of all statements and figures shown in the Proposal and attachments to the Proposal and hereby agrees that VTA will not be responsible for any errors or omissions in the Proposal.

(c) The Proposer agrees that the Proposal constitutes a firm offer that cannot be withdrawn prior to the expiry of the Proposal Validity Period and further agrees the Proposal will be considered commitments for which the Proposer will be held responsible in accordance with the Contract.

(d) If awarded a Contract, the Proposer agrees to execute the Contract and deliver it to VTA in accordance with and at the time required by the RFP.

| | |
|---|---|
| **Proposer** | BSV Delivery Partners |
| **Signature: (executed by Proposer's Representative):** |  |
| **Name (print):** | Shannon Gaffney |
| **Title:** | JV Board Member, Vice President |
| **Date:** | January 9, 2026 |

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

*Instructions: Complete for (1) the Proposer (executed by the Proposer 's Representative) and (2) if the Proposer is a joint venture or partnership, an additional separate form for each Proposer Member (executed by the authorized representative of that Proposer Member) (if applicable) and include in the Proposal.*

| | | | |
|---|---|---|---|
| Company Name | BSV Delivery Partners | | |
| Street Address | 1732 N. First Street, Suite 400 | | |
| City/State/Zip | San Jose, CA 95112 | | |
| Phone No. | (415) 243-4736 | DIR No. | 2000005170 |
| DUNS No. | N/A | CAGE No.* | 9X5N2 |
| Federal Taxpayer ID No. | 99-3228944 | NAICS Codes | 541330, 541310, 541620, 541611, 237990 |
| *Commercial and Government Entity (www.sam.gov) | | | |

**Required Questionnaire: This questionnaire is an integral part of the Proposal and must be completed. All references and information must be current and traceable.**

| | |
|---|---|
| **1.** Are you an individual, a partnership, a corporation, or a joint venture? (Choose only one) | Joint Venture |
| **1a.** If partnership, list names and addresses of partners.<br>If corporation, list names of officers and directors and State of incorporation.<br>If joint venture, list names and addresses of venturers and, if any venture is a corporation, partnership or joint venture, list the same information for each such corporation, partnership, and joint venture. | *[Include requested information here]*<br>Please refer to each JV partner's attachment. |
| **2.** How many years has your organization been in business as a Contractor under your present business name? | 1 year (1/2025) |
| **3.** How many people are currently employed by your firm? | BSV Delivery Partners does not employ staff; please refer to each JV partner's attachment. |
| **3a.** How many people in Santa Clara County? | See above. |

**4.** Of the people employed, what are the job classifications involved in the services required by this solicitation, and how many people are assigned to each classification?

| JOB CLASSIFICATION | NO. OF EMPLOYEES |
|---|---|
| Please refer to each JV partner's attachment. | |
| | |
| | |

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

| | |
|---|---|
| | |
| *[Add additional rows if necessary].* | |
| **5.** What is the location of your facility located in Santa Clara County? What is the square footage of this facility? (If the facility is not in Santa Clara County, indicate the location and square footage of the nearest facility to VTA's Administrative Offices on First Street, San Jose). | Location: 1732 N First Street, Suite 400<br>San Jose, CA 95112 |
| | Square footage: 11,706 SF |

**6.** What are the types and number of vehicles you will use in the performance of services required by this solicitation?

| TYPE OF VEHICLE | NO. OF VEHICLES |
|---|---|
| N/A | N/A |
| | |
| | |
| *[Add additional rows if necessary].* | |

**7.** List the names of companies and public agencies that you have furnished service to within the last 12 months.

| | For HNTB: | | For WSP: |
|---|---|---|---|
| **NAME AND ADDRESS:** | San Francisco Municipal Transportation Authority (SFMTA)<br>1 S.Van Ness Ave., 7th Floor,<br>San Francisco, CA 94103 | **NAME AND ADDRESS:** | LA Metro<br>1 Gateway Plaza<br>Los Angeles, CA 90012 |
| **TYPE OF BUSINESS:** | Public Agency | **TYPE OF BUSINESS:** | Public Agency |
| **CONTACT INFORMATION:** | Sylvia Lamb,<br>Assistant General Manager,<br>slamb@bart.gov<br>(510) 421-6475 | **CONTACT INFORMATION:** | Michael McKenna, PE<br>Senior Executive Officer<br>(212) 556-1234<br>mckennam@metro.net |

**8.** List the names of companies and public agencies that you have current orders for the same or similar service.

| | | | |
|---|---|---|---|
| **NAME AND ADDRESS:** | California High-Speed Rail Authority (CHSRA)<br>770 L Street, Suite 620,<br>Sacramento, CA 95814 | **NAME AND ADDRESS:** | SFMTA<br>1 South Van Ness Avenue<br>San Francisco, CA 94103 |
| **TYPE OF BUSINESS:** | Public Agency | **TYPE OF BUSINESS:** | Public Agency |
| **CONTACT INFORMATION:** | Dennis Teran, PE,<br>Senior Contract Manager<br>dennis.teran@hsr.ca.gov<br>(559) 250-2667 | **CONTACT INFORMATION:** | Jane Wang<br>Engineering Deputy Director<br>(415) 660-5397<br>Jane.Wang@sfmta.com |

| | |
|---|---|
| **9.** Have you or your organization, or any officer or partner thereof, failed to complete a contract? If so, give details: | No. |

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

**Primary**

| | |
|---|---|
| Name/Title | Shannon Gaffney \| JV Board Member, Vice President (HNTB) |
| Phone No. | |
| Cell Phone No. | [redacted] |
| E-mail | |

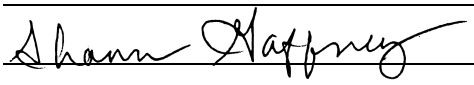
**Alternate**

| | |
|---|---|
| Name/Title | Shalonda A. Baldwin \| JV Board Member. Senior Vice President (WSP) |
| Phone No. | (415) 243-4736 |
| Cell Phone No. | [redacted] |
| E-mail | |

**SIGN AND DATE**

**BY SIGNING, THE PROPOSER/PROPOSER MEMBER CERTIFIES THE ACCURACY OF ALL STATEMENTS AND INFORMATION.**

**Proposer/Proposer Member (executed by Proposer's Representative):**

**Signature:** 

**Name (print):** Shannon Gaffney

**Title:** JV Board Member, Vice President (HNTB)

**Date:** January 9, 2026

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

# PROPOSAL FORM 1A: PROPOSAL SUBMISSION AND PROPOSER GENERAL INFORMATION REVISION 1

| | |
|---|---|
| From (Proposer): | HNTB Corporation |
| To: | THE SANTA CLARA VALLEY TRANSPORTATION AUTHORITY<br>STATE OF CALIFORNIA |
| RFP Contract Number: | V23161 |
| RFP Contract Name: | BART Silicon Valley Phase II (BSVII) Program Management Services |

In compliance with the above-named Request for Proposal, the undersigned Proposer, being thoroughly familiar with the terms and conditions of the RFP (including all Addenda) and Contract Documents, hereby proposes and agrees to perform fully the Work within the time stated and in strict accordance with the Contract Documents.

In addition, by signing below:

(a) The Proposer certifies that it has read and understands the RFP (including all Addenda) and Contract Documents and the meaning, purpose, and intent of every provision set out within the RFP (including all Addenda) and Contract Documents.

(b) The Proposer certifies that the Proposer has carefully reviewed the accuracy of all statements and figures shown in the Proposal and attachments to the Proposal and hereby agrees that VTA will not be responsible for any errors or omissions in the Proposal.

(c) The Proposer agrees that the Proposal constitutes a firm offer that cannot be withdrawn prior to the expiry of the Proposal Validity Period and further agrees the Proposal will be considered commitments for which the Proposer will be held responsible in accordance with the Contract.

(d) If awarded a Contract, the Proposer agrees to execute the Contract and deliver it to VTA in accordance with and at the time required by the RFP.

| | |
|---|---|
| **Proposer** | HNTB Corporation |
| **Signature: (executed by Proposer's Representative):** |  |
| **Name (print):** | Shannon Gaffney |
| **Title:** | Vice President |
| **Date:** | 1/9/2026 |

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

*Instructions: Complete for (1) the Proposer (executed by the Proposer 's Representative) and (2) if the Proposer is a joint venture or partnership, an additional separate form for each Proposer Member (executed by the authorized representative of that Proposer Member) (if applicable) and include in the Proposal.*

| | | | |
|---|---|---|---|
| Company Name | HNTB Corporation | | |
| Street Address | 1732 N First Street, Suite 400 | | |
| City/State/Zip | San Jose, CA 95112 | | |
| Phone No. | (408) 451-7300 | DIR No. | 1000028402 |
| DUNS No. | 04-160-1790 | CAGE No.* | 1EQW7 |
| Federal Taxpayer ID No. | 43-1623092 | NAICS Codes | 8711 - Engineering |
| *Commercial and Government Entity (www.sam.gov) RHXDZZEKQ3X7 | | | |

**Required Questionnaire: This questionnaire is an integral part of the Proposal and must be completed. All references and information must be current and traceable.**

| | |
|---|---|
| **1.** Are you an individual, a partnership, a corporation, or a joint venture? (Choose only one) | S Corporation |
| **1a.** If partnership, list names and addresses of partners.<br>If corporation, list names of officers and directors and State of incorporation.<br>If joint venture, list names and addresses of venturers and, if any venture is a corporation, partnership or joint venture, list the same information for each such corporation, partnership, and joint venture. | *[Include requested information here]*<br>Directors: Robert J. Slimp; Thomas D. O'Grady; Douglas L. Mann; David Lopez Tome<br><br>Officers: Robert J. Slimp (President); Thomas D. O'Grady (Vice President); Ted V. Day (Vice President); Craig W. Denson (Treasurer/Secretary)<br><br>State of Incorporation: Delaware. |
| **2.** How many years has your organization been in business as a Contractor under your present business name? | 112 years. |
| **3.** How many people are currently employed by your firm? | 7,250 |
| **3a.** How many people in Santa Clara County? | 25 |

**4.** Of the people employed, what are the job classifications involved in the services required by this solicitation, and how many people are assigned to each classification?

The employee counts provided below reflect HNTB's workforce based in Northern California. Firm-wide totals by job classification can be provided by request.

| JOB CLASSIFICATION | NO. OF EMPLOYEES |
|---|---|
| See following page. | See following page. |
| | |
| | |

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

| JOB CLASSIFICATION | NO. OF EMPLOYEES |
|---|---|
| Administrative | 19 |
| Civil Engineers | 10 |
| Mechanical Engineers | 10 |
| Planners | 15 |
| Soils Engineers | 1 |
| Structural Engineers | 12 |
| Transportation Engineers | 32 |
| Railroad Experts | 4 |
| Public Relations | 3 |
| Econ./Financial | 4 |
| HR/Marketing | 4 |
| Data Processing | 2 |
| Graphic Designers | 1 |
| Lawyers | 1 |
| Procurement Specialists | 10 |
| Engineering Technicians/EITs | 3 |
| CAD/CADD Experts | 4 |

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| | |
|---|---|
| | |
| *[Add additional rows if necessary].* | |
| **5.** What is the location of your facility located in Santa Clara County? What is the square footage of this facility? (If the facility is not in Santa Clara County, indicate the location and square footage of the nearest facility to VTA's Administrative Offices on First Street, San Jose). | Location:<br>1732 N First Street, Suite 400 |
| | Square footage:<br>11,706 SF |

**6.** What are the types and number of vehicles you will use in the performance of services required by this solicitation?

| TYPE OF VEHICLE | NO. OF VEHICLES |
|---|---|
| N/A | N/A |
| | |
| | |
| *[Add additional rows if necessary].* | |

**7.** List the names of companies and public agencies that you have furnished service to within the last 12 months.

| | | | |
|---|---|---|---|
| **NAME AND ADDRESS:** | San Francisco Municipal Transportation Authority (SFMTA)<br>1 South Van Ness Avenue, 7th Floor,<br>San Francisco, CA 94103 | **NAME AND ADDRESS:** | Bay Area Rapid Transit (BART)<br>2150 Webster Street, 10th Floor,<br>Oakland, California 94612 |
| **TYPE OF BUSINESS:** | Public Agency | **TYPE OF BUSINESS:** | Public Agency |
| **CONTACT INFORMATION:** | Jane Wang,<br>Engineering Manager,<br>jane.wang@sfmta.com<br>(415) 660-5397 | **CONTACT INFORMATION:** | Sylvia Lamb,<br>Assistant General Manager,<br>slamb@bart.gov<br>(510) 421-6475 |

**8.** List the names of companies and public agencies that you have current orders for the same or similar service.

| | | | |
|---|---|---|---|
| **NAME AND ADDRESS:** | California High Speed Rail Authority (CHSRA)<br>770 L Street, Suite 620,<br>Sacramento, CA 95814 | **NAME AND ADDRESS:** | Virginia Department of Transportation (VDOT)<br>1401 E Broad Street<br>Richmond, VA 23219 |
| **TYPE OF BUSINESS:** | Public Agency | **TYPE OF BUSINESS:** | Public Agency |
| **CONTACT INFORMATION:** | Dennis Teran, PE,<br>Senior Contract Manager<br>dennis.teran@hsr.ca.gov<br>(559) 250-2667 | **CONTACT INFORMATION:** | Bradley Weidenhammer, PE<br>Assistant Project Director<br>bradley.weidenhammer@vdot.virginia.gov<br>(757) 374-9809 |

| | |
|---|---|
| **9.** Have you or your organization, or any officer or partner thereof, failed to complete a contract? If so, give details: | No. |

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

**Primary**

| | |
|---|---|
| Name/Title | Sarah Hersom \| Vice President |
| Phone No. | |
| Cell Phone No. | [redacted] |
| E-mail | |

**Alternate**

| | |
|---|---|
| Name/Title | Shannon Gaffney \| Vice President |
| Phone No. | |
| Cell Phone No. | [redacted] |
| E-mail | |

**SIGN AND DATE**

**BY SIGNING, THE PROPOSER/PROPOSER MEMBER CERTIFIES THE ACCURACY OF ALL STATEMENTS AND INFORMATION.**

| | |
|---|---|
| **Proposer/Proposer Member (executed by Proposer's Representative):** | HNTB Corporation |
| **Signature:** | |
| **Name (print):** | Shannon Gaffney |
| **Title:** | Vice President |
| **Date:** | 1/9/2026 |

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

# PROPOSAL FORM 1A: PROPOSAL SUBMISSION AND PROPOSER GENERAL INFORMATION REVISION 1

From (Proposer): WSP USA Inc.

To: THE SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
STATE OF CALIFORNIA

RFP Contract Number: V23161

RFP Contract Name: BART Silicon Valley Phase II (BSVII) Program Management Services

In compliance with the above-named Request for Proposal, the undersigned Proposer, being thoroughly familiar with the terms and conditions of the RFP (including all Addenda) and Contract Documents, hereby proposes and agrees to perform fully the Work within the time stated and in strict accordance with the Contract Documents.

In addition, by signing below:

(a) The Proposer certifies that it has read and understands the RFP (including all Addenda) and Contract Documents and the meaning, purpose, and intent of every provision set out within the RFP (including all Addenda) and Contract Documents.

(b) The Proposer certifies that the Proposer has carefully reviewed the accuracy of all statements and figures shown in the Proposal and attachments to the Proposal and hereby agrees that VTA will not be responsible for any errors or omissions in the Proposal.

(c) The Proposer agrees that the Proposal constitutes a firm offer that cannot be withdrawn prior to the expiry of the Proposal Validity Period and further agrees the Proposal will be considered commitments for which the Proposer will be held responsible in accordance with the Contract.

(d) If awarded a Contract, the Proposer agrees to execute the Contract and deliver it to VTA in accordance with and at the time required by the RFP.

**Proposer** WSP USA Inc.

**Signature: (executed by Proposer's Representative):**

**Name (print):** Shalonda A. Baldwin

**Title:** Senior Vice President | California Regional Business Leader

**Date:** January 9, 2026

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

*Instructions: Complete for (1) the Proposer (executed by the Proposer 's Representative) and (2) if the Proposer is a joint venture or partnership, an additional separate form for each Proposer Member (executed by the authorized representative of that Proposer Member) (if applicable) and include in the Proposal.*

| | | | |
|---|---|---|---|
| Company Name | WSP USA Inc. | | |
| Street Address | 2570 N. First Street, Suite 200 | | |
| City/State/Zip | San Jose, CA 95131 | | |
| Phone No. | (408) 453-6100 | DIR No. | 1000012182 |
| DUNS No. | 05-666-8700 | CAGE No.* | 5D213 |
| Federal Taxpayer ID No. | 11-1531569 | NAICS Codes | 541330, 541611 |
| *Commercial and Government Entity (www.sam.gov) | LLWLXEU6T563 | | |

Required Questionnaire: This questionnaire is an integral part of the Proposal and must be completed. All references and information must be current and traceable.

| | |
|---|---|
| 1. Are you an individual, a partnership, a corporation, or a joint venture? (Choose only one) | Corporation |
| 1a. If partnership, list names and addresses of partners.<br>If corporation, list names of officers and directors and State of incorporation.<br>If joint venture, list names and addresses of venturers and, if any venture is a corporation, partnership or joint venture, list the same information for each such corporation, partnership, and joint venture. | *[Include requested information here]*<br>Please refer to attachment. |
| 2. How many years has your organization been in business as a Contractor under your present business name? | 8 years (5/2017) |
| 3. How many people are currently employed by your firm? | 15,000 (US); 73,000 (global) |
| 3a. How many people in Santa Clara County? | 36 |

4. Of the people employed, what are the job classifications involved in the services required by this solicitation, and how many people are assigned to each classification? *

*Staff breakdown is for Northern California only.

| JOB CLASSIFICATION | NO. OF EMPLOYEES |
|---|---|
| Please refer to attachment. | |
| | |
| | |

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

| | |
|---|---|
| | |

*[Add additional rows if necessary].*

| | |
|---|---|
| 5. What is the location of your facility located in Santa Clara County? What is the square footage of this facility? (If the facility is not in Santa Clara County, indicate the location and square footage of the nearest facility to VTA's Administrative Offices on First Street, San Jose). | Location: 1732 N First Street, Suite 400 San Jose, CA 95112 |
| | Square footage: 11,706 SF |

6. What are the types and number of vehicles you will use in the performance of services required by this solicitation?

| TYPE OF VEHICLE | NO. OF VEHICLES |
|---|---|
| N/A | N/A |
| | |
| | |

*[Add additional rows if necessary].*

7. List the names of companies and public agencies that you have furnished service to within the last 12 months.

| | | | |
|---|---|---|---|
| NAME AND ADDRESS: | Transbay Joint Powers Authority (TJPA)<br>425 Mission Street, Ste. 250<br>SF, CA 94105 | NAME AND ADDRESS: | LA Metro<br>1 Gateway Plaza,<br>Los Angeles, CA 90012 |
| TYPE OF BUSINESS: | Public Agency | TYPE OF BUSINESS: | Public Agency |
| CONTACT INFORMATION: | Alfonso Rodriguez<br>Project Director<br>(415) 597-4620<br>arodriguez@tjpa.org | CONTACT INFORMATION: | Michael McKenna, PE<br>Senior Executive Officer<br>(212) 556-1234<br>mckennam@metro.net |

8. List the names of companies and public agencies that you have current orders for the same or similar service.

| | | | |
|---|---|---|---|
| NAME AND ADDRESS: | MTA<br>2 Broadway, B8.44<br>New York, NY 10004 | NAME AND ADDRESS: | SFMTA<br>11 South Van Ness Avenue<br>SF, CA 94103 |
| TYPE OF BUSINESS: | Public Agency | TYPE OF BUSINESS: | Public Agency |
| CONTACT INFORMATION: | Saqib (Sib) Rizwan<br>Senior Vice President<br>(646) 856-4700<br>saqib.rizwan@mtacd.org | CONTACT INFORMATION: | Jane Wang<br>Engineering Deputy Director<br>(415) 660-5397<br>Jane.Wang@sfmta.com |

| | |
|---|---|
| 9. Have you or your organization, or any officer or partner thereof, failed to complete a contract? If so, give details: | No. |

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

**Primary**

| | |
|---|---|
| Name/Title | Kieran Spillane \| Senior Vice President, Program Management |
| Phone No. | (215) 209-1211 |
| Cell Phone No. | (610) 280-4014 |
| E-mail | kieran.spillane@wsp.com |

**Alternate**

| | |
|---|---|
| Name/Title | Shalonda A. Baldwin \| Senior Vice President, California Regional Business Leader |
| Phone No. | (415) 243-4736 |
| Cell Phone No. | (415) 243-4736 |
| E-mail | shalonda.baldwin@wsp.com |

**SIGN AND DATE**

**BY SIGNING, THE PROPOSER/PROPOSER MEMBER CERTIFIES THE ACCURACY OF ALL STATEMENTS AND INFORMATION.**

**Proposer/Proposer Member (executed by Proposer's Representative):** WSP USA Inc.

**Signature:** 

**Name (print):** Shalonda A. Baldwin

**Title:** Senior Vice President | California Regional Business Leader

**Date:** January 9, 2026

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

# FORM 1A: ATTACHMENT (for WSP USA Inc.)

**List names and addresses of joint ventures.**

Firm Name: WSP USA Inc. (WSP)

Address: One Penn Plaza, New York, NY 10119

**List names of officers and directors.**

- Joseph Sczurko, U.S. Region President
- Andrew Esposito, Chief Financial Officer
- Debbie Anderson, Chief Human Resources Officer
- Stephen Dale, Chief General Counsel
- Alastair MacGregor, Business Line Executive – Property and Buildings
- Sofia Berger, Business Line Executive – Earth and Environment
- Michael Case, Business Line Executive – Power and Energy
- Jannet Walker-Ford, Business Line Executive – Advisory and Planning
- Todd Semonite, Business Line Executive – Federal
- Rick Cardentey, Business Line Executive – Program Management
- John Fisher, Region Executive – California
- Sarah Kuchera, Executive – Strategic Planning
- Jennifer Gagnier, Executive – Health, Safety, Environment and Quality (HSEQ)
- Stuart Sunshine, Executive – Government Relations
- Therese Bridwell, Executive – Strategic Growth Team
- Jay Wratten, Executive – Digital

**List State of incorporation.**

New York

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

# FORM 1A: ATTACHMENT (for WSP USA Inc.)

**What are the job classifications involved in the services required by this solicitation, and how many people are assigned to each classification? ***

| Job Classification | No. of Employees |
|---|---|
| Administrative | 77 |
| Archaeologist | 2 |
| Architect | 7 |
| Asset Management | 1 |
| Aviation Engineer/Planner | 1 |
| Biologist | 1 |
| Building Technology Specialist | 7 |
| Built Ecology | 1 |
| CADD Technician | 6 |
| Chemical Engineer | 1 |
| Chemist | 2 |
| Civil Engineer | 56 |
| Climate Science | 10 |
| Commissioning Professional | 1 |
| Communications Engineer/Public Involvement | 13 |
| Construction Inspector | 41 |
| Construction Manager | 38 |
| Controls Engineer | 1 |
| Cost Engineer/Estimator | 1 |
| Design Support | 5 |
| Electrical Engineer | 14 |
| Environmental Engineer | 28 |
| Environmental Investigation & Remediation | 10 |
| Environmental Planner | 8 |
| Environmental Scientist | 17 |
| Field Services | 2 |
| Foundation/Geotechnical Engineer | 19 |
| Geographic Information System Specialist | 5 |
| Geologist | 29 |
| Hydrogeologist | 10 |
| Lighting Designer | 6 |
| Materials Testing & Inspection | 1 |

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# FORM 1A: ATTACHMENT (for WSP USA Inc.)

| | |
|---|---|
| Mechanical Engineer | 17 |
| Plumbing/Piping Engineer | 5 |
| Ports and Marine Engineer | 1 |
| Project Manager | 20 |
| Safety/Occupational Health Engineer | 1 |
| Security Specialist | 2 |
| Structural Engineer | 9 |
| Toxicologist | 4 |
| Traffic Engineer | 3 |
| Transit and Rail Engineer | 13 |
| Transportation Planner | 8 |
| Urban/Regional Planner | 1 |
| Water Resources Engineer | 3 |
| TOTAL | 508 |

**Staff breakdown is for Northern California only.*

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# Form 2 —
# Levine Act Statement

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## FORM 2. LEVINE ACT STATEMENT

Prime Proposer and Subconsultants must submit a signed Levine Act Statement

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

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

| Signature: | Firm Name: | Date: |
|---|---|---|
| Shawn Hafferty | BSV Delivery Partners | 1/9/2026 |

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| Shawn Hafferty | HNTB Corporation | 1/9/26 |

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| | WSP USA Inc. | 1/9/2026 |

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| Afshin Abtahi | Abtahi Engineering Management C | 1/9/26 |
|---|---|---|
| Signature: | Firm Name: | Date: |

Digitally signed by Afshin Abtahi
DN: cn=Afshin Abtahi, c=US, o=Abtahi Engineering Management Consulting, ou=Management, email=abtahiengineering@gmail.com
Date: 2025.12.23 17:00:14 -08'00'

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| Signature: | Aldea Engineering Services P.C. | 01/09/2026 |
|---|---|---|
| | Firm Name: | Date: |

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| Mahsa Azad | Azad Engineering PC | 1/9/2026 |
|---|---|---|
| Signature: | Firm Name: | Date: |

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| Signature: | Firm Name: | Date: |
|---|---|---|
| Digitally signed by Gordon C. Sweet, PE<br>DN: C=US, E=gsweet@bkf.com, O=BKF Engineers, CN="Gordon C. Sweet, PE"<br>Location: San Jose, CA<br>Reason: I attest to the accuracy and integrity of this document<br>Date: 2025.12.22 10:04:43-08'00' | BKF Engineers | 1/9/2026 |

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| Signature: | Cordoba Corp. | 1/9/2026 |
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1. Have you or your company, or any agent on behalf of you or your company, made any contributions of more than $250 to any VTA Board member or alternate in the twelve (12) months preceding the date of the issuance of this RFP?
   No ✓ Yes ___ Please identify the Board member or alternate: _____
2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any contributions of more than $250 to any VTA Board member or alternate in the three months following the award of the contract?
   No ✓ Yes ___ Please identify the Board member or alternate: _____

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

| Signature: | Firm Name: | Date: |
|---|---|---|
| Edward Cording | Edward J. Cording | January 9. 2026 |

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F



## FORM 2. LEVINE ACT STATEMENT

Prime Proposer and Subconsultants must submit a signed Levine Act Statement

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| Signature: | Firm Name: | Date: |
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| | ELLE Consultants Incorporated | 01/09/2026 |

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| Signature: | Firm Name: | Date: |
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| | EPC Consultants, Inc. | 1/9/2026 |

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Docusign Envelope ID: 23ABC462-0AA6-4C5B-8384-F115A9BA4DD7



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Signature: _____ Firm Name: GREG KORBIN Date: 1/9/26

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| Signature: | Hollins Consulting, Inc. | 1/9/26 |
|---|---|---|
| | Firm Name: | Date: |

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| Signature: | Firm Name: | Date: |
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| | Intueor Consulting Inc. | 01/09/2026 |

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| Dina J Wong | Jensen Hughes Inc. | 1/9/2026 |
|---|---|---|
| Signature: | Firm Name: | Date: |

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Docusign Envelope ID: 23ABC462-0AA6-4C5B-8384-F115A9BA4DD7



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| Signature: | Josephine's Professional Staffing, I | Dec. 22, 2025 |
|---|---|---|
| | Firm Name: | Date: |

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| Rachael R. Keish | Keish Inc | 1/09/2026 |
|---|---|---|
| Signature: | Firm Name: | Date: |

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| HAKivett | KivettConsult | 1-13-2026 |
|---|---|---|
| Signature: | Firm Name: | Date: |

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| Lynette Eng Lee | VTA Alternate Board Member | City of Los Altos |
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1. Have you or your company, or any agent on behalf of you or your company, made any contributions of more than $250 to any VTA Board member or alternate in the twelve (12) months preceding the date of the issuance of this RFP?
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| Signature: | Firm Name: | Date: |
|---|---|---|
| Kathy Ltw | KTW Consulting, LLC | 1/9/26 |

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## FORM 2. LEVINE ACT STATEMENT

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| Signature: | Luster National, Inc. | 12/23/2025 |
|---|---|---|
| | Firm Name: | Date: |

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| Signature: | Prof. Dr.-Ing. Markus Thewes<br>Firm Name: | 1/9/2026<br>Date: |
|---|---|---|

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| O. Livingston | O2EPCM, Inc. | 1/9/2026 |
|---|---|---|
| Signature: | Firm Name: | Date: |

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| Signature: | Firm Name: | Date: |
|---|---|---|
| [signature] | Quality Engineering, Inc. | 01/09/2026 |

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| Signature: | Schnabel Engineering West, Inc. | 01/09/2026 |
|---|---|---|
| | Firm Name: | Date: |

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| Nicholas Nguy | Signet Testing Laboratories, Inc. | 1/09/26 |
|---|---|---|
| Signature: | Firm Name: | Date: |

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| | SONIKA CORPORATION | 1/9/2026 |

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| Rishi Patel Digitally signed by Rishi Patel DN: C=US, E=rishi@soraengineering.com, O=SORA Engineering, OU=Engineering, CN=Rishi Patel Date: 2025.12.18 13:37:10-08'00' | SORA Engineering | 1/9/26 |
|---|---|---|
| Signature: | Firm Name: | Date: |

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| Signature: | Structural Integrity Associates, Inc<br>Firm Name: | January 9, 2026<br>Date: |
|---|---|---|

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| Sudhanshu "Suds" Jain | VTA Alternate Board Member | City of Santa Clara |
| Otto Lee | VTA Board Member | County of Santa Clara |
| Margaret Abe-Koga | Ex-Officio Member | Metropolitan Transportation Commission |

1. Have you or your company, or any agent on behalf of you or your company, made any contributions of more than $250 to any VTA Board member or alternate in the twelve (12) months preceding the date of the issuance of this RFP?
   No ✓ Yes ___ Please identify the Board member or alternate: _____
2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any contributions of more than $250 to any VTA Board member or alternate in the three months following the award of the contract?
   No ✓ Yes ___ Please identify the Board member or alternate: _____

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

| Ching L. Wu | Sunrise Pacific, Inc. | 1/9/20256 |
|---|---|---|
| Signature: | Firm Name: | Date: |

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F



## FORM 2. LEVINE ACT STATEMENT

Prime Proposer and Subconsultants must submit a signed Levine Act Statement

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

VTA's Board members and their alternates as of the date of this RFP are as follows:

| Name | Title | Represents |
|---|---|---|
| Cindy Chavez | Chairperson | County of Santa Clara |
| Sergio Lopez | Vice Chairperson | City of Campbell |
| Patrick "Pat" Burt | VTA Board Member | City of Palo Alto |
| Pam Foley | VTA Board Member | City of San Jose |
| Matt Mahan | VTA Board Member | City of San Jose |
| Omar Torres | VTA Board Member | City of San Jose |
| Devora "Dev" Davis | VTA Board Member | City of San Jose |
| Rosemary Kamei | VTA Board Member | City of San Jose |
| David Cohen | VTA Alternate Board Member | City of San Jose |
| Lynette Eng Lee | VTA Alternate Board Member | City of Los Altos |
| Rob Rennie | VTA Alternate Board Member | Town of Los Gatos |
| Omar Din | VTA Board Member | City of Sunnyvale |
| Marie Blankley | VTA Board Member | City of Gilroy |
| Carmen Montano | VTA Board Member | City of Milpitas |
| Mark Turner | VTA Alternate Board Member | City of Morgan Hill |
| Sudhanshu "Suds" Jain | VTA Alternate Board Member | City of Santa Clara |
| Otto Lee | VTA Board Member | County of Santa Clara |
| Margaret Abe-Koga | Ex-Officio Member | Metropolitan Transportation Commission |

1. Have you or your company, or any agent on behalf of you or your company, made any contributions of more than $250 to any VTA Board member or alternate in the twelve (12) months preceding the date of the issuance of this RFP?
   No ✓ Yes ___ Please identify the Board member or alternate: _____
2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any contributions of more than $250 to any VTA Board member or alternate in the three months following the award of the contract?
   No ✓ Yes ___ Please identify the Board member or alternate: _____

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

| Signature: | Firm Name: | Date: |
|---|---|---|
| Dominic Tofoya | VST Engineering Inc. | 1/9/2026 |

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

# Form 3 — Lobbying Restrictions Certification

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F



## FORM 3. LOBBYING RESTRICTIONS CERTIFICATION

(Rev: FTA BPPM 10/2016)

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature of Contractor's Authorized Official: Shannon Gaffney

Name and Title of Contractor's Authorized Official: Shannon Gaffney, Vice President, HNTB Corporation

Date: 1/9/2026

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F



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Signature of Contractor's Authorized Official: _____

Name and Title of Contractor's Authorized Official: Shalonda A. Baldwin
Senior Vice President | California Regional Business Leader
WSP USA Inc.

Date: 1/9/2026

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F



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Signature of Contractor's Authorized Official: Afshin Abtahi

Digitally signed by Afshin Abtahi
DN: cn=Afshin Abtahi, c=US, o=Abtahi Engineering Management Consulting, ou=Management, email=abtahiengineering@gmail.com
Date: 2025.12.23 17:01:38 -08'00'

Name and Title of Contractor's Authorized Official: Afshin Abtahi, Owner, AEMC

Date: 1/9/26

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F



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Signature of Contractor's Authorized Official: _____

Name and Title of Contractor's Authorized Official: Robert Goodfellow, Senior VP, Aldea

Date: 01/09/2026

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F



## FORM 3. LOBBYING RESTRICTIONS CERTIFICATION

(Rev: FTA BPPM 10/2016)

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Signature of Contractor's Authorized Official: Mahsa Azad

Name and Title of Contractor's Authorized Official: Mahsa Azad, President, AZAD

Date: 1/9/2026

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F



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(Rev: FTA BPPM 10/2016)

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Signature of Contractor's Authorized Official: Gordon Sweet Digitally signed by Gordon C. Sweet, PE DN: C=US, E=gsweet@bkf.com, O=BKF Engineers, CN="Gordon C. Sweet, PE" Location: San Jose, CA Reason: I agree to the terms defined by the placement of my signature on this document Date: 2025.12.22 10:07:34-08'00'

Name and Title of Contractor's Authorized Official: Gordon Sweet, PE - Principal BKF

Date: 1/9/2026

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F



## FORM 3. LOBBYING RESTRICTIONS CERTIFICATION

(Rev: FTA BPPM 10/2016*)*

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Signature of Contractor's Authorized Official: _____

Name and Title of Contractor's Authorized Official: Randall D. Martinez, Executive VP, Cordoba

Date: 1/9/2026

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F



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Signature of Contractor's Authorized Official: 

Name and Title of Contractor's Authorized Official: Jason M. Sergent, President, dss+ Transportation LLC

Date: January 9, 2026

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F



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Signature of Contractor's Authorized Official: Edward Cording

Name and Title of Contractor's Authorized Official: Edward J. Cording, Sole Proprietor

Date: January 9, 2026

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F



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$3.5M

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Signature of Contractor's Authorized Official: 

Name and Title of Contractor's Authorized Official: Daniel Badelita, President, ELLE Consultants

Date: 01/09/2026

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F



## FORM 3. LOBBYING RESTRICTIONS CERTIFICATION

(Rev: FTA BPPM 10/2016)

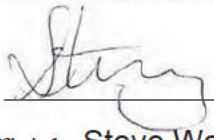
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Signature of Contractor's Authorized Official: 

Name and Title of Contractor's Authorized Official: Steve Wang, PE, Managing Principal, EPC Consultants, Inc.

Date: 1/9/2026

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F
Docusign Envelope ID: 23ABC462-0AA6-4C5B-8384-F115A9BA4DD7



## FORM 3. LOBBYING RESTRICTIONS CERTIFICATION
(Rev: FTA BPPM 10/2016)

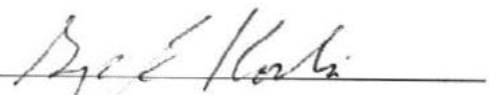
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Signature of Contractor's Authorized Official: 

Name and Title of Contractor's Authorized Official: Gregg Korbin / Geotech Consultan

Date: 1/9/2026

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F



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Signature of Contractor's Authorized Official: _____

Name and Title of Contractor's Authorized Official: Guy Hollins - President/CEO
Hollins Consulting, Inc.

Date: 1/9/26

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F



## FORM 3. LOBBYING RESTRICTIONS CERTIFICATION

(Rev: FTA BPPM 10/2016)

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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Signature of Contractor's Authorized Official: _____

Name and Title of Contractor's Authorized Official: Vijay Mididaddi, Managing Partner
Intueor Consulting Inc.

Date: 01/09/2026

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F



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Signature of Contractor's Authorized Official: Dina J Wong

Name and Title of Contractor's Authorized Official: Dina J. Wong - Secretary, Jensen Hughes Inc.

Date: 1/9/2026

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

Docusign Envelope ID: 23ABC462-0AA6-4C5B-8384-F115A9BA4DD7



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Signature of Contractor's Authorized Official: _____

Name and Title of Contractor's Authorized Official: Josephine T. Hughes, CEO

Josephine Professional Staffing, Inc.

Date: Dec. 22, 2025

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F



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(Rev: FTA BPPM 10/2016)

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Signature of Contractor's Authorized Official: Rachael R. Keish

Name and Title of Contractor's Authorized Official: Rachael Keish, CEO, Keish Inc.

Date: 1/09/2026

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F



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Signature of Contractor's Authorized Official: HAKivett

Name and Title of Contractor's Authorized Official: Hanan Kivett, Owner, KivettConsult

Date: 1-13-2026

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F



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Signature of Contractor's Authorized Official: Katy Wong

Name and Title of Contractor's Authorized Official: Katy Tseng Wong/Principal
KTW Consulting, LLC

Date: 1/9/2026

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F



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(Rev: FTA BPPM 10/2016)

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Signature of Contractor's Authorized Official: _____

Name and Title of Contractor's Authorized Official: Lawrence Frost - Contracts Mgr
Luster National, Inc.

Date: 12-23-25

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F



## FORM 3. LOBBYING RESTRICTIONS CERTIFICATION

(Rev: FTA BPPM 10/2016)

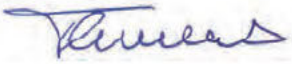
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Signature of Contractor's Authorized Official: 

Name and Title of Contractor's Authorized Official: Prof. Dr.-Ing. Markus Thewes

Date: 1/9/2026

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F



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Signature of Contractor's Authorized Official: O. Livingston

Name and Title of Contractor's Authorized Official: Omone O. Livingston, MSCE, CCM, ENV SP - President & CEO

Date: 1/9/2026

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F



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Signature of Contractor's Authorized Official: _____

Name and Title of Contractor's Authorized Official: Steven A. Ralston, Vice President
Quality Engineering, Inc.

Date: 01/09/2026

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F
Docusign Envelope ID: 23ABC462-0AA6-4C5B-8384-F115A9BA4DD7



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Signature of Contractor's Authorized Official: James Foley

Name and Title of Contractor's Authorized Official: James Foley Principal

Date: 01/09/2026 Schnabel Engineering West, Inc.

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F



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Signature of Contractor's Authorized Official: Nicholas Nguy

Name and Title of Contractor's Authorized Official: Nicholas Nguy, Controller
Signet Testing Laboratories, Inc.

Date: 01/09/26

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F



## FORM 3. LOBBYING RESTRICTIONS CERTIFICATION

(Rev: FTA BPPM 10/2016)

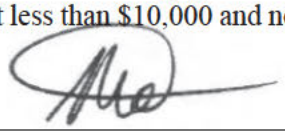
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Signature of Contractor's Authorized Official: 

Name and Title of Contractor's Authorized Official: Matthew Ajiake, President, SONIKA

Date: 1/9/2026

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F



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Signature of Contractor's Authorized Official: Rishi Patel Digitally signed by Rishi Patel DN: C=US, E=rishi@soraengineering.com, O=SORA Engineering, OU=Engineering, CN=Rishi Patel Date: 2025.12.18 13:37:48-08'00'

Name and Title of Contractor's Authorized Official: Rishi Patel, CEO, SORA

Date: 1/9/26

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F



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Signature of Contractor's Authorized Official: 

Name and Title of Contractor's Authorized Official: Alex Krimotat, Senior Advisor
Structural Integrity Associates, Inc

Date: January 9, 2026

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F



## FORM 3. LOBBYING RESTRICTIONS CERTIFICATION

(Rev: FTA BPPM 10/2016)

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature of Contractor's Authorized Official: Ching L. Wu

Name and Title of Contractor's Authorized Official: Ching L. Wu, President, Sunrise Pacific

Date: 1/9/2026

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F



## FORM 3. LOBBYING RESTRICTIONS CERTIFICATION

(Rev: FTA BPPM 10/2016)

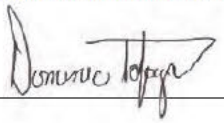
The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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Signature of Contractor's Authorized Official: 

Name and Title of Contractor's Authorized Official: Dominic Tafoya, CMO, VST Engineering Inc.

Date: 1/9/2026

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

# Form 5 —
# Base Insurance Coverage

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F



## FORM 5. BASE INSURANCE COVERAGE

VTA has set forth preliminary insurance requirements in Exhibit D to the Form Contract, provided that VTA has removed the limits from the required policies. As part of its Proposal submission, Proposer must identify the missing limits and any other types of coverage and associated limits Proposer believes are necessary for Contractor to carry related to performance of the Services under the Contract awarded through this RFP and associated costs. Proposers are highly encouraged to confer with their insurance carriers or brokers to determine their responses. VTA is not obligated to adopt any of Proposer's recommendations set forth in this form.

| Coverage | Limits | Cost of coverage (full term, including options) |
|---|---|---|
| General Liability | $2M per occurrence / $4M aggregate | N/A |
| Workers' Compensation | Statutory | N/A |
| Automobile Liability | $2M Combined Single Limit | N/A |
| Professional Liability | $10M per claim / $10M aggregate | N/A |
| Additional Coverages (deemed necessary by Proposer): | Umbrella/Excess Liability: $5M per occurrence / $5M aggregate<br><br>Employment Practices Liability: $5M per claim / $5M aggregate | N/A |
| TOTAL COST | N/A | N/A |

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F



## FORM 5. BASE INSURANCE COVERAGE

VTA has set forth preliminary insurance requirements in Exhibit D to the Form Contract, provided that VTA has removed the limits from the required policies. As part of its Proposal submission, Proposer must identify the missing limits and any other types of coverage and associated limits Proposer believes are necessary for Contractor to carry related to performance of the Services under the Contract awarded through this RFP and associated costs. Proposers are highly encouraged to confer with their insurance carriers or brokers to determine their responses. VTA is not obligated to adopt any of Proposer's recommendations set forth in this form.

| Coverage | Limits | Cost of coverage (full term, including options) |
|---|---|---|
| General Liability | $3.5M per occurance / $7M aggregate | N/A |
| Workers' Compensation | Statutory | N/A |
| Automobile Liability | $5M Combined Single Limit | N/A |
| Professional Liability | $10M per claim / $10M aggregate | N/A |
| Additional Coverages (deemed necessary by Proposer): | Umbrella/Excess Liability: $5M per occurrence / $5M aggregate<br><br>Employment Practices Liability: $5M per claim / $5M aggregate | N/A |
| TOTAL COST | N/A | N/A |

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

# Form 9 — Designation of Subcontractors and Suppliers for Data Collection Requirements

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

# PROPOSAL FORM 9: DESIGNATION OF SUBCONTRACTORS
## REVISION 1

RFP Contract Number: V23161

RFP Contract Name: BART Silicon Valley Phase II (BSVII) Program Management Services

Proposer: BSV Delivery Partners

Proposer's Representative Signature and Date: Shannon Gaffney

Proposer's Representative Name and Title: Shannon Gaffney, JV Board Member, Vice President (HNTB)

*Instructions: The Proposer (executed by the Proposer's Representative) must completely fill in the form below for each proposed first-tier Subcontract regardless of SBE status.*

*This form is to be completed and submitted with the Proposal.*

| | Name of Subcontractor | City and State | Scope of Work to be performed by the Subcontractor (including any materials, products, and equipment to be supplied) | Contractor's State License Number[1] | Contractor's DIR Registration Number List | Estimated Percentage of Work#@# | Anticipated Start Date for Portion of Work or Proposed Item (MM/YY) |
|---|---|---|---|---|---|---|---|
| 1. | Please refer to attachment. | | | | | | |
| 2. | | | | | | | |
| 3. | | | | | | | |
| 4. | | | | | | | |
| 5. | | | | | | | |

*Add additional rows or pages as needed.*

Total percentage to be subcontracted: % 13

[1] **Note to Proposers:** If Subcontractor is not licensed, indicate that license will be obtained by the time required under the Contract.

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

# FORM 9: ATTACHMENT

| No. | Name of Subcontractor | City and State | Scope of Work to be Performed | Contractor's State License Number* | DIR Registration Number | Estimated % of Work | Anticipated State Date |
|---|---|---|---|---|---|---|---|
| 1. | **Abtahi Engineering Management Consulting** | Orinda, CA | Third-Party agreements and permits coordination | N/A | N/A | 0.26% | 7/2026 |
| 2. | **Aldea Engineering Services PC (LJBInc)** | Frederick, MD | Underground risk management | N/A | 2000016229 | 0.23% | 7/2026 |
| 3. | **AZAD Engineering PC** | San Francisco, CA | Interface support, technical/stakeholder management | N/A | 1000421868 | 0.18% | 7/2026 |
| 4. | **BKF Engineers** | San Jose, CA | Utility coordination | N/A | 1000002096 | 1.38% | 7/2026 |
| 5. | **Cordoba Corporation** | San Ramon, CA | CP2 support and FTA support | N/A | 1000029564 | 0.04% | 7/2026 |
| 6. | **dss+ Transportation LLC** | Baltimore, MD | Fire/life safety support services | N/A | N/A | 0.12% | 7/2026 |
| 7. | **Ed Cording** | Savannah, GA | Tunnel peer review | N/A | N/A | .001% | 7/2026 |
| 8. | **ELLE Consultants Incorporated** | Rancho Cordova, CA | Cost estimating services | N/A | N/A | TBD | TBD |

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

# FORM 9: ATTACHMENT

| No. | Name of Subcontractor | City and State | Scope of Work to be Performed | Contractor's State License Number* | DIR Registration Number | Estimated % of Work | Anticipated State Date |
|---|---|---|---|---|---|---|---|
| 9. | **EPC Consultants, Inc.** | San Francisco, CA | PM, CM, safety, project controls, stakeholder and third-party management, real estate support | N/A | 1000659089 | 0.19% | 7/2026 |
| 10. | **Gregg E. Korbin** | Lafayette, CA | Tunneling peer review | N/A | N/A | 0.01% | 7/2026 |
| 11. | **Hollins Consulting, Inc.** | San Francisco, CA | Project controls support services | N/A | 1000051966 | 0.05% | 7/2026 |
| 12. | **Intueor Consulting, Inc** | Santa Clara, CA | Project controls team augmentation, cost control, analysis & scheduling services | N/A | 1000027848 | 2.76% | 7/2026 |
| 13. | **Jensen Hughes, Inc.** | Westminster, CO | Accessibility consulting services | N/A | 1000029777 | TBD | TBD |
| 14. | **Josephine's Professional Staffing, Inc.** | San Jose, CA | Document control, administrative support | N/A | N/A | 1.06% | 7/2026 |
| 15. | **Keish Environmental** | San Jose, CA | Environmental compliance | N/A | 1000009855 | 3.60% | 7/2026 |

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# FORM 9: ATTACHMENT

| No. | Name of Subcontractor | City and State | Scope of Work to be Performed | Contractor's State License Number* | DIR Registration Number | Estimated % of Work | Anticipated State Date |
|---|---|---|---|---|---|---|---|
| 16. | **KivettConsult** | Chevy Chase, MD | Transit architect | N/A | N/A | 0.02% | 7/2026 |
| 17. | **KTW Consulting, LLC** | San Francisco, CA | Rail systems engineering and integration oversight | N/A | N/A | 0.16% | 7/2026 |
| 18. | **Luster National, Inc.** | Mill Valley, CA | Project controls, stakeholder and community outreach support, staff augmentation | 983332 | 1000660369 | 0.14% | 7/2026 |
| 19. | **Markus Thewes** | Bochum, Germany | Tunneling peer review | N/A | N/A | 0.01% | 7/2026 |
| 20. | **O2EPCM, Inc. dba O2 Engineering, Projects, & Construction Management** | Oakland, CA | PM, contract administration, claims management, project controls, staff augmentation | N/A | 1000051932 | TBD | TBD |
| 21. | **Quality Engineering, Inc.** | Oakland, CA | Project quality management | N/A | 1000860125 | 1.79% | 7/2026 |

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# FORM 9: ATTACHMENT

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 22. | **Schnabel Engineering *(formerly JCK Underground)*** | Glen Allen, VA | Cost estimating support; strategic advisory panel | N/A | 1000056517 | 0.13% | 7/2026 |
| 23. | **Signet Testing Laboratories, Inc.** | Hayward, CA | Material and laboratory testing | N/A | 1000005011 | TBD | TBD |
| 24. | **Sonika Corporation** | San Francisco, CA | Utility coordination | N/A | 1000882074 | 0.06% | 7/2026 |
| 25. | **SORA Engineering** | Oakland, CA | Third-party agreements, stakeholder outreach, interface management, BART coordination | N/A | 1001152778 | 0.29% | 7/2026 |
| 26. | **Structural Integrity Associates, Inc.** | San Jose, CA | Engineering reviews and subject matter expertise (structural and geotechnical) | N/A | 1001155471 | TBD | TBD |
| 27. | **Sunrise Pacific, Inc.** | Moraga, CA | Office administration support | 356846 | 1000060957 | 0.41% | 7/2026 |
| 28. | **VST Engineering, Inc.** | Oakland, CA | Engineering management support including interface, requirements and configuration | N/A | 1000585413 | 0.18% | 7/2026 |

* These firms provide professional services. If Contractor's State License is required for the work performed, they will obtain the license by the time required under the Contract.

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# Form 10 — Bidder's List Revision

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

# PROPOSAL FORM 10: BIDDERS LIST REVISION 1

In accordance with Title 49, Section 26 of the Code of Federal Regulations, the Proposer shall list all subcontractors, regardless of whether they were selected or not. This includes both successful and unsuccessful subcontractors.

**Photocopy this form for additional firms.** RFP Number: V23161

| Subcontractor Name & Address | Work Description | Subcontract Amount | Percentage of Bid Item Subcontracted | NAICS Codes | SBE (if applicable) | SBE Cert Number (if applicable) | Annual Gross Receipts | |
|---|---|---|---|---|---|---|---|---|
| NAME<br>Abtahi Engineering Management Consulting<br>City, State, ZIP code<br>Orinda, CA 94563 | Third-Party Agreements and Permits Coordinator | $912,710.70 | 0.26% | N/A | ✓ | 32458 | ✓<br><br><br><br>Age of Firm in years | <$1million<br><$5million<br><$10million<br><$15million<br>26 |
| NAME<br>Aldea Engineering Services PC<br>City, State, ZIP code<br>Frederick, MD 21704 | Underground Risk Management | $810,394.20 | 0.23% | N/A | N/A | N/A | <br><br><br>✓<br>Age of Firm in years | <$1million<br><$5million<br><$10million<br><$15million<br>3 |
| NAME<br>AZAD Engineering<br>City, State, ZIP code<br>San Francisco, CA 94105 | Interface Support, Technical/ Stakeholder Management | $637,514.46 | 0.18% | 541330 | ✓ | 213123 | <br>✓<br><br><br>Age of Firm in years | <$1million<br><$5million<br><$10million<br><$15million<br>8 |

*Add additional rows or pages as needed.*

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| Subcontractor Name & Address | Work Description | Subcontract Amount | Percentage of Bid Item Subcontracted | NAICS Codes | SBE (if applicable) | SBE Cert Number (if applicable) | Annual Gross Receipts | |
|---|---|---|---|---|---|---|---|---|
| NAME<br>BKF Engineers<br>City, State, ZIP code<br>San Jose, CA 95112 | Utility Coordination | $4,867,395.39 | 1.38% | 541330, 541370 | N/A | N/A | <br><br><br>✓<br>Age of Firm in years | <$1million<br><$5million<br><$10million<br><$15million<br>115+ |
| NAME<br>Cordoba Corporation<br>City, State, ZIP code<br>San Ramon, CA 94583 | CP2 Delivery and FTA Support | $148,420.80 | 0.04% | 541330, 541370 | N/A | N/A | <br><br><br>✓<br>Age of Firm in years | <$1million<br><$5million<br><$10million<br><$15million<br>43 |
| NAME<br>dss+ Transportation LLC<br>City, State, ZIP code<br>Baltimore, MD 21201 | Fire/Life Safety Support | $433,035.90 | 0.12% | 541618, 541690, 541990, 541330 | N/A | N/A | <br><br><br>✓<br>Age of Firm in years | <$1million<br><$5million<br><$10million<br><$15million<br>14 |

*Add additional rows or pages as needed.*

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| Subcontractor Name & Address | Work Description | Subcontract Amount | Percentage of Bid Item Subcontracted | NAICS Codes | SBE (if applicable) | SBE Cert Number (if applicable) | Annual Gross Receipts | |
|---|---|---|---|---|---|---|---|---|
| NAME<br>Ed Cording<br>City, State, ZIP code<br>Savannah, GA 31402 | Tunnel Peer Review | $52,685.42 | 0.001% | N/A | N/A | N/A | <br>✓<br><br><br>Age of Firm in years | <$1million<br><$5million<br><$10million<br><$15million<br>88 |
| NAME<br>ELLE Consultants Inc.<br>City, State, ZIP code<br>Rancho Cordova, CA 95742 | Cost Estimating | TBD | TBD | N/A | ✓ | 43869 | ✓<br><br><br><br>Age of Firm in years | <$1million<br><$5million<br><$10million<br><$15million<br>12 |
| NAME<br>EPC Consultants, Inc.<br>City, State, ZIP code<br>San Francisco, CA 94111 | PM, CM, Safety, Project Controls, Stakeholder & Third-Party Management, Real Estate Support | $659,439.00 | 0.19% | 236220, 237110, 237310, 237990, 541330, 541611, 541618 | ✓ | 18-0825 | <br><br><br>✓<br>Age of Firm in years | <$1million<br><$5million<br><$10million<br><$15million<br>37 |

*Add additional rows or pages as needed.*

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# PROPOSAL FORM 10: BIDDERS LIST REVISION 1

In accordance with Title 49, Section 26 of the Code of Federal Regulations, the Proposer shall list all subcontractors, regardless of whether they were selected or not. This includes both successful and unsuccessful subcontractors.

**Photocopy this form for additional firms.** RFP Number: V23161

| Subcontractor Name & Address | Work Description | Subcontract Amount | Percentage of Bid Item Subcontracted | NAICS Codes | SBE (if applicable) | SBE Cert Number (if applicable) | Annual Gross Receipts | |
|---|---|---|---|---|---|---|---|---|
| NAME<br>Gregg Korbin<br>City, State, ZIP code<br>Lafayette, CA 94549 | Tunnel Peer Review | $39,515.26 | 0.01% | N/A | N/A | N/A | ✓<br><br><br><br>Age of Firm in years | <$1million<br><$5million<br><$10million<br><$15million<br>30 |
| NAME<br>Hollins Consulting, Inc.<br>City, State, ZIP code<br>San Francisco, CA 94102 | Project Controls Support Services | $167,731.74 | 0.05% | 236210, 236220, 237120, 237130, 237310, 237990, 541611, 541618, 541690, 651612 | ✓ | 1305 | <br><br><br>✓<br>Age of Firm in years | <$1million<br><$5million<br><$10million<br><$15million<br>18 |
| NAME<br>Intueor Consulting, Inc.<br>City, State, ZIP code<br>Santa Clara, CA 95054 | Project Controls Team Augmentation, Cost Control, Analysis & Scheduling Services | $9,739,842.75 | 2.76% | N/A | ✓ | 44932 | <br>✓<br><br><br>Age of Firm in years | <$1million<br><$5million<br><$10million<br><$15million<br>20 |

*Add additional rows or pages as needed.*

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# PROPOSAL FORM 10: BIDDERS LIST REVISION 1

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| Subcontractor Name & Address | Work Description | Subcontract Amount | Percentage of Bid Item Subcontracted | NAICS Codes | SBE (if applicable) | SBE Cert Number (if applicable) | Annual Gross Receipts | |
|---|---|---|---|---|---|---|---|---|
| NAME<br>Jensen Hughes, Inc.<br>City, State, ZIP code<br>Westminster, CO 80021 | Accessibility Consulting Services | TBD | TBD | 541330 | N/A | N/A | <br><br>✓<br><br>Age of Firm in years | <$1million<br><$5million<br><$10million<br><$15million<br>10 |
| NAME<br>Josephine's Professional Staffing, Inc.<br>City, State, ZIP code<br>San Jose, Ca 95131 | Document Control, Administrative Support | $3,761,858.43 | 1.06% | 541219, 541612, 541990, 561110, 561310, 561320, 561499, 561990 | | | <br>✓<br><br>Age of Firm in years | <$1million<br><$5million<br><$10million<br><$15million<br>38 |
| NAME<br>Keish Environmental<br>City, State, ZIP code<br>San Jose, CA 95129 | Environmental Compliance | $12,707,410.15 | 3.60% | 541620, 541330 | ✓ | 1769811 | <br>✓<br><br>Age of Firm in years | <$1million<br><$5million<br><$10million<br><$15million<br>11 |

*Add additional rows or pages as needed.*

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In accordance with Title 49, Section 26 of the Code of Federal Regulations, the Proposer shall list all subcontractors, regardless of whether they were selected or not. This includes both successful and unsuccessful subcontractors.

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| Subcontractor Name & Address | Work Description | Subcontract Amount | Percentage of Bid Item Subcontracted | NAICS Codes | SBE (if applicable) | SBE Cert Number (if applicable) | Annual Gross Receipts | |
|---|---|---|---|---|---|---|---|---|
| NAME<br>KivettConsult<br>City, State, ZIP code<br>Chevy Chase MD 20815 | Transit Architecture | $80,271.18 | 0.02% | N/A | N/A | N/A | ✓<br><br><br><br>Age of Firm in years | <$1million<br><$5million<br><$10million<br><$15million<br>10 |
| NAME<br>KTW Consulting, LLC<br>City, State, ZIP code<br>San Francisco, CA, 94127 | Rail Systems Engineering and Integration Oversight | $561,704.22 | 0.16% | 541330 | ✓ | 2023866 | ✓<br><br><br><br>Age of Firm in years | <$1million<br><$5million<br><$10million<br><$15million<br>4 |
| NAME<br>Luster National, Inc.<br>City, State, ZIP code<br>Mill Valley, CA 94941 | Project Controls, Staff Augmentation | $492,823.98 | 0.14% | 611430, 541330 | ✓ | 7743 | <br><br><br>✓<br>Age of Firm in years | <$1million<br><$5million<br><$10million<br><$15million<br>36 |

*Add additional rows or pages as needed.*

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| Subcontractor Name & Address | Work Description | Subcontract Amount | Percentage of Bid Item Subcontracted | NAICS Codes | SBE (if applicable) | SBE Cert Number (if applicable) | Annual Gross Receipts | |
|---|---|---|---|---|---|---|---|---|
| NAME<br>Prof. Dr.-Ing. Markus Thewes<br>City, State, ZIP code<br>Bochum, Germany | Tunnel Peer Review | $30,058.78 | 0.01% | N/A | N/A | N/A | ✓<br><br><br><br>Age of Firm in years | <$1million<br><$5million<br><$10million<br><$15million<br>N/A |
| NAME<br>O2EPCM (dba O2 Engineering, Projects, & Construction Management)<br>City, State, ZIP code<br>Oakland, CA 94612 | PM, Contract Administration, Claims Management, Project Controls, Staff Augmentation | TBD | TBD | 236210, 236220, 237110, 237310, 237990, 541330, 541350, 541611, 541614, 541618, 541990, 561110, 561312, 561320, 541690, 541340 | ✓ | 2004216 | <br>✓<br><br><br>Age of Firm in years | <$1million<br><$5million<br><$10million<br><$15million<br>9 |
| NAME<br>Quality Engineering, Inc.<br>City, State, ZIP code<br>Oakland, CA 94608 | Project Quality Management | $6,313,378.50 | 1.79% | 541330, 541611 | ✓ | 51222 | <br><br>✓<br><br>Age of Firm in years | <$1million<br><$5million<br><$10million<br><$15million<br>44 |

*Add additional rows or pages as needed.*

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| Subcontractor Name & Address | Work Description | Subcontract Amount | Percentage of Bid Item Subcontracted | NAICS Codes | SBE (if applicable) | SBE Cert Number (if applicable) | Annual Gross Receipts | |
|---|---|---|---|---|---|---|---|---|
| NAME<br>Schnabel Engineering (formerly JCK Underground)<br>City, State, ZIP code<br>Glen Allen, VA 23060 | Cost Estimating Support, Strategic Advisory Panel | $461,798.37 | 0.13% | 541330 | N/A | N/A | <br><br><br>✓<br>Age of Firm in years | <$1million<br><$5million<br><$10million<br><$15million<br>69 |
| NAME<br>Signet Testing Laboratories, Inc.<br>City, State, ZIP code<br>Hayward, CA 94545 | Material and Laboratory Testing | TBD | TBD | 541380 | ✓ | 2006708 | <br>✓<br><br><br>Age of Firm in years | <$1million<br><$5million<br><$10million<br><$15million<br>60 |
| NAME<br>Sonika Corporation<br>City, State, ZIP code<br>San Francisco, CA 94105 | Utility Coordination | $207,979.20 | 0.06% | 541330 | ✓ | 1143560 | ✓<br><br><br><br>Age of Firm in years | <$1million<br><$5million<br><$10million<br><$15million<br>25 |

*Add additional rows or pages as needed.*

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

# PROPOSAL FORM 10: BIDDERS LIST REVISION 1

In accordance with Title 49, Section 26 of the Code of Federal Regulations, the Proposer shall list all subcontractors, regardless of whether they were selected or not. This includes both successful and unsuccessful subcontractors.

**Photocopy this form for additional firms.** RFP Number: V23161

| Subcontractor Name & Address | Work Description | Subcontract Amount | Percentage of Bid Item Subcontracted | NAICS Codes | SBE (if applicable) | SBE Cert Number (if applicable) | Annual Gross Receipts | |
|---|---|---|---|---|---|---|---|---|
| NAME<br>SORA Engineering<br>City, State, ZIP code<br>Oakland, CA 94618 | Third-Party Agreements, Interface Management, BART Coordination | $1,035,064.80 | 0.29% | 541330 | N/A | N/A | ✓<br><br><br><br>Age of Firm in years | <$1million<br><$5million<br><$10million<br><$15million<br>2.5 |
| NAME<br>Structural Integrity Associates, Inc. (formerly SC Solutions)<br>City, State, ZIP code<br>San Jose, CA 95138 | Engineering Reviews & Subject Matter Expertise (Structural and Geotechnical) | TBD | TBD | 541330 | N/A | N/A | <br><br>✓<br><br>Age of Firm in years | <$1million<br><$5million<br><$10million<br><$15million<br>38 |
| NAME<br>Sunrise Pacific<br>City, State, ZIP code<br>Moraga, CA 94556 | Office Administration Support | $1,460,606.40 | 0.41% | 541330 | ✓ | 549J4 | ✓<br><br><br><br>Age of Firm in years | <$1million<br><$5million<br><$10million<br><$15million<br>20 |

*Add additional rows or pages as needed.*

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# PROPOSAL FORM 10: BIDDERS LIST REVISION 1

In accordance with Title 49, Section 26 of the Code of Federal Regulations, the Proposer shall list all subcontractors, regardless of whether they were selected or not. This includes both successful and unsuccessful subcontractors.

**Photocopy this form for additional firms.** RFP Number: V23161

| Subcontractor Name & Address | Work Description | Subcontract Amount | Percentage of Bid Item Subcontracted | NAICS Codes | SBE (if applicable) | SBE Cert Number (if applicable) | Annual Gross Receipts | |
|---|---|---|---|---|---|---|---|---|
| NAME<br>VST Engineering Inc.<br>City, State, ZIP code<br>Oakland, CA 94612 | Engineering Management Support including Interface, Requirements and Configuration | $624,393.00 | 0.18% | 541330 | ✓ | 2012229 | <br><br>✓<br><br>Age of Firm in years | <$1million<br><$5million<br><$10million<br><$15million<br>7 |
| NAME<br>*Previously submitted Form 10s for unselected subcontractors follows.<br>City, State, ZIP code | | | | | | | Age of Firm in years | <$1million<br><$5million<br><$10million<br><$15million |
| NAME<br>City, State, ZIP code | | | | | | | Age of Firm in years | <$1million<br><$5million<br><$10million<br><$15million |

*Add additional rows or pages as needed.*

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## 10A. PROPOSER'S LIST OF SUBCONTRACTOR (DBE and NON-DBE) – Revision 1

(SUBMIT IN A SEPARATE, SEALED ENVELOPE)

In accordance with Title 49, Section 26 of the Code of Federal Regulations, the Proposer shall list all subcontractors who provided a proposal but **were not selected** to participate as a subcontractor on this project.

**Photocopy this form for additional firms.**

RFP V23161 BART Silicon Valley Phase II (BSVII) Program Management Services

| Subcontractor Name & Location | Line Item & Description | Subcontract Amount | Percentage of Bid Item Subcontracted | Contractor License Number / DIR Reg Number | DBE (Y/N) | DBE Cert Number | Annual Gross Receipts | |
|---|---|---|---|---|---|---|---|---|
| NAME<br>Acumen Building Enterprise, Inc.<br>City, State<br>Oakland, CA | PM Support Services | None | None | N/A<br>1000056630 | Y | 26422 | <br>Not Available<br><br><br>Age of Firm in years | <$1million<br><$5million<br><$10million<br><$15million<br>31 |
| NAME<br>AECOM<br>City, State<br>San Jose, CA | PM Support Services | None | None | N/A<br>1000424243 | N | N/A | <br><br><br>x<br>Age of Firm in years | <$1million<br><$5million<br><$10million<br><$15million<br>35 |
| NAME<br>Axiom PMP<br>City, State<br>Alpharetta, GA | PM Support Services | None | None | N/A<br>N/A | Y | 52247 | <br>Not Available<br><br><br>Age of Firm in years | <$1million<br><$5million<br><$10million<br><$15million<br>4 |
| NAME<br>Baines Group, Inc.<br>City, State<br>Oakland, CA | PM Support Services | None | None | N/A<br>1000009523 | Y | 38100 | <br>Not Available<br><br><br>Age of Firm in years | <$1million<br><$5million<br><$10million<br><$15million<br>18 |

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| Subcontractor Name & Location | Line Item & Description | Subcontract Amount | Percentage of Bid Item Subcontracted | Contractor License Number / DIR Reg Number | DBE (Y/N) | DBE Cert Number | Annual Gross Receipts | Subcontractor Name & Location |
|---|---|---|---|---|---|---|---|---|
| NAME<br>BDM Squared<br>City, State<br>Riverview, FL | PM Support Services | None | None | N/A<br>N/A | N | N/A | <br>Not Available<br><br><br>Age of Firm in years | <$1million<br><$5million<br><$10million<br><$15million<br>9 |
| NAME<br>CirclePoint<br>City, State<br>Oakland, CA | Public/Construction Outreach Services Public Relations Services | None | None | N/A<br>1000026184 | Y | 50993 | <br>Not Available<br><br><br>Age of Firm in years | <$1million<br><$5million<br><$10million<br><$15million<br>9 |
| NAME<br>Colmena Engineering<br>City, State<br>Oakland, CA | Electrical, systems, communication and lighting design | None | None | N/A<br>1001026177 | Y | 39692 | <br>Not Available<br><br><br>Age of Firm in years | <$1million<br><$5million<br><$10million<br><$15million<br>15 |
| NAME<br>Consor<br>City, State<br>Santa Clara, CA | PM Support Services | None | None | N/A<br>1000063784 | N | N/A | <br>Not Available<br><br><br>Age of Firm in years | <$1million<br><$5million<br><$10million<br><$15million<br>45 |
| NAME<br>Convey, Inc.<br>City, State<br>Emeryville, CA | Public Outreach Support | None | None | N/A<br>1000850409 | Y | 38411 | <br>Not Available<br><br><br>Age of Firm in years | <$1million<br><$5million<br><$10million<br><$15million<br>28 |

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| Subcontractor Name & Location | Line Item & Description | Subcontract Amount | Percentage of Bid Item Subcontracted | Contractor License Number / DIR Reg Number | DBE (Y/N) | DBE Cert Number | Annual Gross Receipts | Subcontractor Name & Location |
|---|---|---|---|---|---|---|---|---|
| NAME<br>Dabri, Inc.<br>City, State<br>San Jose, CA | PM Support Services | None | None | N/A<br>1000012138 | Y | 32110 | <br>Not Available<br><br><br>Age of Firm in years | <$1million<br><$5million<br><$10million<br><$15million<br>24 |
| NAME<br>DEENSCORP, Inc.<br>City, State<br>San Jose, CA | Civil Engineering | None | None | N/A<br>1001029053 | Y | 39213 | <br>Not Available<br><br><br>Age of Firm in years | <$1million<br><$5million<br><$10million<br><$15million<br>39 |
| NAME<br>HDR<br>City, State<br>Santa Clara, CA | PM Support Services | None | None | N/A<br>1000018262 | N | N/A | <br><br><br>x<br>Age of Firm in years | <$1million<br><$5million<br><$10million<br><$15million<br>108 |
| NAME<br>Inder Design Build LLC, dba IENGCO<br>City, State<br>San Jose, CA | Civil Engineering, Utility Design, Coordination, Hydrology, Hydraulics, Storm-water, and Land Developments | None | None | N/A<br>1000840744 | Y | 48134 | <br>Not Available<br><br><br>Age of Firm in years | <$1million<br><$5million<br><$10million<br><$15million<br>9 |
| NAME<br>Jacobs<br>City, State<br>San Jose, CA | PM Support Services | None | None | N/A<br>1000041226 | N | N/A | <br><br><br>x<br>Age of Firm in years | <$1million<br><$5million<br><$10million<br><$15million<br>78 |

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| Subcontractor Name & Location | Line Item & Description | Subcontract Amount | Percentage of Bid Item Subcontracted | Contractor License Number / DIR Reg Number | DBE (Y/N) | DBE Cert Number | Annual Gross Receipts | Subcontractor Name & Location |
|---|---|---|---|---|---|---|---|---|
| NAME<br>JCMS, Inc., DBA Jois Construction Management<br>City, State<br>Mercerville, NJ | PM Support Services | None | None | N/A<br>N/A | Y | 51210 | <br>Not Available<br><br><br>Age of Firm in years | <$1million<br><$5million<br><$10million<br><$15million<br>40 |
| NAME<br>Kimley-Horn Associates<br>City, State<br>San Jose, CA | Stakeholder Management<br>Public outreach<br>Communications Support | None | None | N/A<br>N/A | N | N/A | <br><br><br>x<br>Age of Firm in years | <$1million<br><$5million<br><$10million<br><$15million<br>58 |
| NAME<br>Lea + Elliott<br>City, State<br>San Francisco, CA | PM Support Services | None | None | N/A<br>1000024880 | N | N/A | <br>Not Available<br><br><br>Age of Firm in years | <$1million<br><$5million<br><$10million<br><$15million<br>52 |
| NAME<br>Marina Construction Management, Inc.<br>City, State<br>Mountain View, CA | PM Support Services | None | None | N/A<br>1001159387 | Y | 52327 | <br>Not Available<br><br><br>Age of Firm in years | <$1million<br><$5million<br><$10million<br><$15million<br>1 |
| NAME<br>MST BAR<br>City, State<br>Woodbridge, ON Canada | PM Support Services | None | None | N/A<br>N/A | N | N/A | <br>Not Available<br><br><br>Age of Firm in years | <$1million<br><$5million<br><$10million<br><$15million<br>12 |

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| Subcontractor Name & Location | Line Item & Description | Subcontract Amount | Percentage of Bid Item Subcontracted | Contractor License Number / DIR Reg Number | DBE (Y/N) | DBE Cert Number | Annual Gross Receipts | Subcontractor Name & Location |
|---|---|---|---|---|---|---|---|---|
| NAME<br>PEC Water, Inc.<br>City, State<br>San Jose, CA | Hydraulics and Hydrology (drainage/conceptual design role) | None | None | N/A<br>1001139113 | Y | 51813 | <br>Not Available<br><br><br>Age of Firm in years | <$1million<br><$5million<br><$10million<br><$15million<br>3 |
| NAME<br>PSM Associates<br>City, State<br>San Carlos, CA | PM Support Services | None | None | N/A<br>1000429959 | N | N/A | <br>Not Available<br><br><br>Age of Firm in years | <$1million<br><$5million<br><$10million<br><$15million<br>11 |
| NAME<br>RailPros, Inc.<br>City, State<br>Oakland, CA | Represent VTA's Interests in meetings with Union Pacific | None | None | N/A<br>1000013009 | N | N/A | <br>Not Available<br><br><br>Age of Firm in years | <$1million<br><$5million<br><$10million<br><$15million<br>25 |
| NAME<br>Salimi Management, LLC, DBA Salimi Construction Management, LLC<br>City, State<br>San Francisco, CA | PM Support Services | None | None | N/A<br>1000010154 | Y | 41652 | <br>Not Available<br><br><br>Age of Firm in years | <$1million<br><$5million<br><$10million<br><$15million<br>35 |
| NAME<br>Singer Associates, Inc.<br>City, State<br>San Francisco, CA | Public Relations Services | None | None | N/A<br>N/A | N | N/A | <br>Not Available<br><br><br>Age of Firm in years | <$1million<br><$5million<br><$10million<br><$15million<br>25 |

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| Subcontractor Name & Location | Line Item & Description | Subcontract Amount | Percentage of Bid Item Subcontracted | Contractor License Number / DIR Reg Number | DBE (Y/N) | DBE Cert Number | Annual Gross Receipts | Subcontractor Name & Location |
|---|---|---|---|---|---|---|---|---|
| NAME | PM Support Services | None | None | N/A | Y | 41652 | | <$1million |
| SSC Inc. (Shiels Sowko Consultants) | | | | | | | Not Available | <$5million |
| City, State | | | | 1000010154 | | | | <$10million |
| San Francisco, CA | | | | | | | | <$15million |
| | | | | | | | Age of Firm in years | 35 |
| NAME | Sharepoint/PICS system and Aconex Support, Document Control, Administrative Services | None | None | N/A | N | N/A | | <$1million |
| TechTU Business Solutions, Inc. | | | | | | | Not Available | <$5million |
| City, State | | | | N/A | | | | <$10million |
| Sacramento, CA | | | | | | | | <$15million |
| | | | | | | | Age of Firm in years | 20 |
| NAME | PM Support Services | None | None | N/A | N | N/A | | <$1million |
| Temoney Banks Consulting, LLC | | | | | | | Not Available | <$5million |
| City, State | | | | N/A | | | | <$10million |
| Saint Cloud, FL | | | | | | | | <$15million |
| | | | | | | | Age of Firm in years | 20 |
| NAME | PM Support Services | None | None | N/A | Y | 21578 | | <$1million |
| TSG Enterprises Inc., DBA The Solis Group | | | | | | | Not Available | <$5million |
| City, State | | | | 1000050928 | | | | <$10million |
| Pasadena, CA | | | | | | | | <$15million |
| | | | | | | | Age of Firm in years | 33 |
| NAME | | | | | | | | <$1million |
| | | | | | | | | <$5million |
| | | | | | | | | <$10million |
| City, State | | | | | | | | <$15million |
| | | | | | | | Age of Firm in years | |

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# Form 11 — Litigation Disclosure

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

# PROPOSAL FORM 11: LITIGATION DISCLOSURE

*Instructions: The Proposer (executed by the Proposer's Representative) must complete this form and include in the Proposal.*

Proposer: BSV Delivery Partners

Proposer must list and describe in detail all pending litigation, any litigation that has been closed in the past five years, any litigation that has been settled in the past 5 years, and any pending investigations by the California Department of Industrial Relations in which the Proposer's firm is or has been a party.

Such information shall also include, but not be limited to:

(a) If your firm, or any of its owners or officers been convicted of a crime involving the awarding of a contract of a government construction project, or the proposal on or performance of a government contract.

(b) If your firm or any of its owners, officers or partners ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity.

(c) If your firm or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction.

(d) If your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty.

**Pending Litigation**

N/A

**Litigation settled in the last 5 years**

N/A

**Pending DIR Investigations**

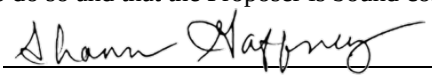
N/A

(Use additional sheets if necessary)

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**SIGN AND DATE**

The person signing this **Proposal Form 5: Litigation Disclosure**, for the Proposer certifies that he or she is authorized by the Proposer to do so and that the Proposer is bound contractually by that signature.

| | |
|---|---|
| **Signature:** |  |
| **Name (print):** | Shannon Gaffney |
| **Title:** | JV Board Member, Vice President (HNTB) |
| **Date:** | January 9, 2026 |

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# PROPOSAL FORM 11: LITIGATION DISCLOSURE

*Instructions: The Proposer (executed by the Proposer's Representative) must complete this form and include in the Proposal.*

Proposer: HNTB Corporation

Proposer must list and describe in detail all pending litigation, any litigation that has been closed in the past five years, any litigation that has been settled in the past 5 years, and any pending investigations by the California Department of Industrial Relations in which the Proposer's firm is or has been a party.

Such information shall also include, but not be limited to:

(a) If your firm, or any of its owners or officers been convicted of a crime involving the awarding of a contract of a government construction project, or the proposal on or performance of a government contract.

(b) If your firm or any of its owners, officers or partners ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity.

(c) If your firm or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction.

(d) If your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty.

**Pending Litigation**

See Below

**Litigation settled in the last 5 years**

See below

**Pending DIR Investigations**

From time to time, HNTB Corporation is the subject of complaints filed with the CA DFEH and DIR, most of which are resolved informally. We can affirm that there are no active complaints that would adversely affect HNTB's ability to properly perform any contracts awarded to us

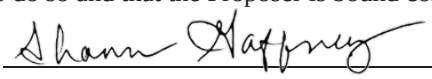
(Use additional sheets if necessary)

Pending Litigation and Litigation settled in the last five years:
From time to time, HNTB Corporation is a defendant in lawsuits related to its professional services throughout the more than 60 HNTB offices in the United States. HNTB is a privately held corporation. Statements regarding litigation and claims must remain confidential on the advice of its insurance carrier and legal counsel, and oftentimes as a requirement of settlement release documents. Given this confidentiality requirement, we are unable to provide the level of detail outlined in the proposal request. We can, however, affirm that there are no past or present matters that would adversely affect HNTB's ability to properly perform any contracts awarded to us. HNTB and its insurer will consider requests for specific information regarding litigation directed only through its General Counsel, Mr. George Wolf, 715 Kirk Drive, Kansas City, Missouri 64105; phone number (816) 472-1201.

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

**SIGN AND DATE**

The person signing this **Proposal Form 5: Litigation Disclosure**, for the Proposer certifies that he or she is authorized by the Proposer to do so and that the Proposer is bound contractually by that signature.

| | |
|---|---|
| **Signature:** |  |
| **Name (print):** | Shannon Gaffney |
| **Title:** | Vice President |
| **Date:** | 1/9/2026 |

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

# PROPOSAL FORM 11: LITIGATION DISCLOSURE

*Instructions: The Proposer (executed by the Proposer's Representative) must complete this form and include in the Proposal.*

Proposer: WSP USA Inc.

Proposer must list and describe in detail all pending litigation, any litigation that has been closed in the past five years, any litigation that has been settled in the past 5 years, and any pending investigations by the California Department of Industrial Relations in which the Proposer's firm is or has been a party.

Such information shall also include, but not be limited to:

(a) If your firm, or any of its owners or officers been convicted of a crime involving the awarding of a contract of a government construction project, or the proposal on or performance of a government contract.

(b) If your firm or any of its owners, officers or partners ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity.

(c) If your firm or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction.

(d) If your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty.

**Pending Litigation**

N/A

**Litigation settled in the last 5 years**

N/A

**Pending DIR Investigations**

N/A

(Use additional sheets if necessary)

Pending Litigation and Litigation settled in the last five years:

In the ordinary course of business, WSP is subject to legal proceedings, including litigation to recover damages, commensurate in nature and volume to firms of its size in the same industry. Statements regarding litigation and claims must remain confidential on the advice of its insurance carrier and legal counsel, and oftentimes as a requirement of settlement release documents. Given this confidentiality requirement, we are unable to provide the level of detail outlined in the proposal request. We can, however, affirm that there are no past or present matters that would adversely affect WSP's ability to properly perform any contracts awarded to us. WSP and its insurer will consider requests for specific information regarding litigation directed only through its General Counsel, Mr. Stephen Dale, 6 Research Dr. #260, Shelton, CT 06484; phone number: (703) 282-2719.

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

**SIGN AND DATE**

The person signing this **Proposal Form 5: Litigation Disclosure**, for the Proposer certifies that he or she is authorized by the Proposer to do so and that the Proposer is bound contractually by that signature.

| | |
|---|---|
| **Signature:** | |
| **Name (print):** | Shalonda A. Baldwin |
| **Title:** | Senior Vice President \| California Regional Business Leader |
| **Date:** | January 9, 2026 |

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

# Form 12 — General Certifications

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

# PROPOSAL FORM 12: GENERAL CERTIFICATIONS

*Instructions: Complete for (1) the Proposer (executed by the Proposer's Representative) and (2) if the Proposer is a joint venture or partnership, a separate form for each Proposer Member (executed by the authorized representative of that Proposer Member) (if applicable) and (3) a separate form for each first-tier Subcontractor (executed by the authorized representative of the subcontractor) (if applicable).*

**PROPOSER:** BSV Delivery Partners

**PROPOSER MEMBER (if applicable):** BSV Delivery Partners

**SUBCONTRACTOR (if applicable):** N/A

The Proposer, each Proposer Member (if applicable), and each first-tier Subcontractor (if applicable), shall respond in a separate form with either "Yes" or "No" to each of the following where indicated. If the Proposer's/Proposer Member's/Subcontractor's response is "No", a full explanation shall be provided in the space following the last item.

Note: Providing a false certification may result in civil penalties and sanctions.

## 1.0 CERTIFICATE OF NONDISCRIMINATION

Proposer/Subcontractor: BSV Delivery Partners

The Proposer/Subcontractor hereby certifies: that it does not unlawfully discriminate against any employee or applicant for employment with regard to race, sex, color, religion, ancestry, national origin, marital status, age (over 40), or disability (including AIDS, and cancer-related medical conditions); that it is in compliance with all applicable Federal, state, and local directives and executive orders regarding nondiscrimination in employment; and that it agrees to pursue positively and aggressively the principle of equal opportunity in employment. The Proposer/Subcontractor and its subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (California Gov. Code Section 12900 et seq.) and the applicable regulations promulgated thereunder. The Proposer/Subcontractor agrees specifically to adhere to the following:

(a) State in all solicitations or advertisements for employees that the Proposer/Subcontractor will consider all qualified applicants for employment without regard to race, sex, color, religion, ancestry, national origin, marital status, age (over 40), or disability (including AIDS, and cancer-related medical conditions).

**Yes ☑ No ☐ Not Applicable ☐**

## 2.0 WHISTLEBLOWER REQUIREMENTS

*Instructions: For Subcontractors, only complete for each first-tier Subcontractor proposing over $100,000.*

Proposer/Subcontractor: BSV Delivery Partners

The Proposer/Subcontractor certifies that it will comply with, and take no action, or adopt any rule, regulation or policy which is contrary to, the provisions set forth in California Labor Code Section 1101 et seq.

**Yes ☑ No ☐ Not Applicable ☐**

## 3.0 IRAN CONTRACTING CERTIFICATION

*Instructions: Complete for projects valued at $1,000,000 or more.*

Proposer/Proposer Member/Subcontractor: BSV Delivery Partners

Section 2200 et seq. of the California Public Contract Code (CPCC) prohibits a person from submitting a Proposal for a contract with a public entity for goods and services of $1,000,000 or more if that person is identified on a list created by the Department of General Services (DGS) pursuant to CPCC Section 2203(b). The list will include persons providing goods or services of $20,000,000 or more in the energy sector of Iran and financial institutions that extend $20,000,000 or more in credit to a person that will use the credit to provide goods or services in the energy sector in Iran. DGS is required to provide notification to each person that it intends to include on the list at least 90 days before adding the person to the list.

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

In accordance with CPCC Section 2204, the undersigned hereby certifies that:

It is not identified on a list created pursuant to CPCC Section 2203(b) as a person engaging in investment activities in Iran described in CPCC Section 2202.5(a), or as a person described in CPCC Section 2202.5(b), as applicable; or, it is on such a list but has received permission pursuant to CPCC Section 2203(c) or (d) to submit an Offer for [Project Name] Project.

**Yes ☑ No ☐ Not Applicable ☐**

## 4.0 RUSSIA-UKRAINE CERTIFICATION

*Instructions: Complete for projects valued at $5,000,000 or more. For Subcontractors, only complete for each first-tier Subcontractor proposing over $1,000,000.*

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding steps to be taken by State agencies and grantees in response to Russian aggression in Ukraine. The EO is located at https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf.

This Certification serves as a notice to the Proposer that the EO imposes certain economic sanctions on contractors doing business in Russia as described in the EO, with reference to certain federal executive orders and the information available on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). The Proposer's failure to comply with the EO requirements may result in rejection of the Offer or termination of the Contract.

In accordance with Executive Order N-6-22, issued on March 4, 2022, by Governor Gavin Newsom, the undersigned hereby certifies on behalf of the entity identified below that:

1. It is in compliance with, and shall continue to comply with, economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under California law.

   **Yes ☑ No ☐ Not Applicable ☐**

2. It has taken the following steps to assure compliance with the above-described economic sanctions [*describe measures taken, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine*]:

   * See next page.

3. It has obtained similar certifications from its Subcontractors anticipated to enter into Subcontracts valued in excess of $1,000,000.

   **Yes ☑ No ☐ Not Applicable ☐**

4. It shall promptly notify VTA if becomes aware of any noncompliance with respect to itself or any of its Subcontractors, and shall provide quarterly reports to VTA regarding steps it has taken to assure compliance with the above-described economic sanctions, until such time as VTA provides notification that the economic sanctions have been lifted and reports are no longer required.

   **Yes ☑ No ☐ Not Applicable ☐**

## 5.0 California Air Resources Board Certification

*Instructions: Proposer to complete.*

Proposer certifies that pursuant to section 2449(i) of Title 13, California Code of Regulations:

☐ A Certificate of Reported Compliance is not required.

☐ A Certificate of Reported Compliance is required and has or will be provided to VTA in accordance with the Request for Proposal.

☑ Not applicable.

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

A full explanation of all "No" answers shall be provided below.

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The Proposer/Proposer Member/Subcontractor hereby declares under the penalty of perjury under the laws of the State of California that the certifications made above in No. 1 - 4 and the explanation given for any "No" answers are true and correct.

Executed on 1/9/2026 [***insert date***] at Oakland [***insert City***], California [***insert State***]

Shannon Gaffney | JV Board Member, Vice President (HNTB)

**Name and title**



**Signature of Proposer's Representative** (or authorized representative)/ Proposer Member Representative (or authorized representative of the Proposer Member)/ Subcontractor (or authorized representative of the Subcontractor).

* BSV Delivery Partners adheres to Executive Order N-6-22 and applicable federal sanctions programs. Our process includes screening all new clients and transactions against US Treasury and Office of Foreign Assets Control (OFAC) lists, desisting from new investments or financial dealings with Russian entities, and ensuring no transfer of technology or support to Russia. We also require subcontractors on major contracts to certify compliance and provide ongoing monitoring and reporting to confirm adherence to these sanctions.

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

# PROPOSAL FORM 12: GENERAL CERTIFICATIONS

*Instructions: Complete for (1) the Proposer (executed by the Proposer's Representative) and (2) if the Proposer is a joint venture or partnership, a separate form for each Proposer Member (executed by the authorized representative of that Proposer Member) (if applicable) and (3) a separate form for each first-tier Subcontractor (executed by the authorized representative of the subcontractor) (if applicable).*

**PROPOSER:** BSV Delivery Partners

**PROPOSER MEMBER (if applicable):** HNTB Corporation

**SUBCONTRACTOR (if applicable):** _____

The Proposer, each Proposer Member (if applicable), and each first-tier Subcontractor (if applicable), shall respond in a separate form with either "Yes" or "No" to each of the following where indicated. If the Proposer's/Proposer Member's/Subcontractor's response is "No", a full explanation shall be provided in the space following the last item.

Note: Providing a false certification may result in civil penalties and sanctions.

## 1.0 CERTIFICATE OF NONDISCRIMINATION

Proposer/Subcontractor: HNTB Corporation

The Proposer/Subcontractor hereby certifies: that it does not unlawfully discriminate against any employee or applicant for employment with regard to race, sex, color, religion, ancestry, national origin, marital status, age (over 40), or disability (including AIDS, and cancer-related medical conditions); that it is in compliance with all applicable Federal, state, and local directives and executive orders regarding nondiscrimination in employment; and that it agrees to pursue positively and aggressively the principle of equal opportunity in employment. The Proposer/Subcontractor and its subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (California Gov. Code Section 12900 et seq.) and the applicable regulations promulgated thereunder. The Proposer/Subcontractor agrees specifically to adhere to the following:

(a) State in all solicitations or advertisements for employees that the Proposer/Subcontractor will consider all qualified applicants for employment without regard to race, sex, color, religion, ancestry, national origin, marital status, age (over 40), or disability (including AIDS, and cancer-related medical conditions).

**Yes ■ No ☐ Not Applicable ☐**

## 2.0 WHISTLEBLOWER REQUIREMENTS

*Instructions: For Subcontractors, only complete for each first-tier Subcontractor proposing over $100,000.*

Proposer/Subcontractor: HNTB Corporation

The Proposer/Subcontractor certifies that it will comply with, and take no action, or adopt any rule, regulation or policy which is contrary to, the provisions set forth in California Labor Code Section 1101 et seq.

**Yes ■ No ☐ Not Applicable ☐**

## 3.0 IRAN CONTRACTING CERTIFICATION

*Instructions: Complete for projects valued at $1,000,000 or more.*

Proposer/Proposer Member/Subcontractor: HNTB Corporation

Section 2200 et seq. of the California Public Contract Code (CPCC) prohibits a person from submitting a Proposal for a contract with a public entity for goods and services of $1,000,000 or more if that person is identified on a list created by the Department of General Services (DGS) pursuant to CPCC Section 2203(b). The list will include persons providing goods or services of $20,000,000 or more in the energy sector of Iran and financial institutions that extend $20,000,000 or more in credit to a person that will use the credit to provide goods or services in the energy sector in Iran. DGS is required to provide notification to each person that it intends to include on the list at least 90 days before adding the person to the list.

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

In accordance with CPCC Section 2204, the undersigned hereby certifies that:

It is not identified on a list created pursuant to CPCC Section 2203(b) as a person engaging in investment activities in Iran described in CPCC Section 2202.5(a), or as a person described in CPCC Section 2202.5(b), as applicable; or, it is on such a list but has received permission pursuant to CPCC Section 2203(c) or (d) to submit an Offer for [Project Name] Project.

**Yes ■ No ☐ Not Applicable ☐**

## 4.0 RUSSIA-UKRAINE CERTIFICATION

*Instructions: Complete for projects valued at $5,000,000 or more. For Subcontractors, only complete for each first-tier Subcontractor proposing over $1,000,000.*

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding steps to be taken by State agencies and grantees in response to Russian aggression in Ukraine. The EO is located at https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf.

This Certification serves as a notice to the Proposer that the EO imposes certain economic sanctions on contractors doing business in Russia as described in the EO, with reference to certain federal executive orders and the information available on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). The Proposer's failure to comply with the EO requirements may result in rejection of the Offer or termination of the Contract.

In accordance with Executive Order N-6-22, issued on March 4, 2022, by Governor Gavin Newsom, the undersigned hereby certifies on behalf of the entity identified below that:

1. It is in compliance with, and shall continue to comply with, economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under California law.

   **Yes ■ No ☐ Not Applicable ☐**

2. It has taken the following steps to assure compliance with the above-described economic sanctions [*describe measures taken, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine*]:

   * See next page.

3. It has obtained similar certifications from its Subcontractors anticipated to enter into Subcontracts valued in excess of $1,000,000.

   **Yes ■ No ☐ Not Applicable ☐**

4. It shall promptly notify VTA if becomes aware of any noncompliance with respect to itself or any of its Subcontractors, and shall provide quarterly reports to VTA regarding steps it has taken to assure compliance with the above-described economic sanctions, until such time as VTA provides notification that the economic sanctions have been lifted and reports are no longer required.

   **Yes ■ No ☐ Not Applicable ☐**

## 5.0 California Air Resources Board Certification

*Instructions: Proposer to complete.*

Proposer certifies that pursuant to section 2449(i) of Title 13, California Code of Regulations:

☐ A Certificate of Reported Compliance is not required.

☐ A Certificate of Reported Compliance is required and has or will be provided to VTA in accordance with the Request for Proposal.

☑ Not applicable.

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

A full explanation of all "No" answers shall be provided below.

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The Proposer/Proposer Member/Subcontractor hereby declares under the penalty of perjury under the laws of the State of California that the certifications made above in No. 1 - 4 and the explanation given for any "No" answers are true and correct.

Executed on 1/9/2026 [***insert date***] at San Jose [***insert City***], California [***insert State***]

Shannon Gaffney, Vice President

**Name and title**

**Signature of Proposer's Representative** (or authorized representative)/ Proposer Member Representative (or authorized representative of the Proposer Member)/ Subcontractor (or authorized representative of the Subcontractor).

* HNTB adheres to Executive Order N-6-22 and applicable federal sanctions programs. Our process includes screening all new clients and transactions against US Treasury and Office of Foreign Assets Control (OFAC) lists, desisting from new investments or financial dealings with Russian entities, and ensuring no transfer of technology or support to Russia. We also require subcontractors on major contracts to certify compliance and provide ongoing monitoring and reporting to confirm adherence to these sanctions.

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

# PROPOSAL FORM 12: GENERAL CERTIFICATIONS

*Instructions: Complete for (1) the Proposer (executed by the Proposer's Representative) and (2) if the Proposer is a joint venture or partnership, a separate form for each Proposer Member (executed by the authorized representative of that Proposer Member) (if applicable) and (3) a separate form for each first-tier Subcontractor (executed by the authorized representative of the subcontractor) (if applicable).*

**PROPOSER:** BSV Delivery Partners

**PROPOSER MEMBER (if applicable):** WSP USA Inc.

**SUBCONTRACTOR (if applicable):** N/A

The Proposer, each Proposer Member (if applicable), and each first-tier Subcontractor (if applicable), shall respond in a separate form with either "Yes" or "No" to each of the following where indicated. If the Proposer's/Proposer Member's/Subcontractor's response is "No", a full explanation shall be provided in the space following the last item.

Note: Providing a false certification may result in civil penalties and sanctions.

## 1.0 CERTIFICATE OF NONDISCRIMINATION

Proposer/Subcontractor: WSP USA Inc.

The Proposer/Subcontractor hereby certifies: that it does not unlawfully discriminate against any employee or applicant for employment with regard to race, sex, color, religion, ancestry, national origin, marital status, age (over 40), or disability (including AIDS, and cancer-related medical conditions); that it is in compliance with all applicable Federal, state, and local directives and executive orders regarding nondiscrimination in employment; and that it agrees to pursue positively and aggressively the principle of equal opportunity in employment. The Proposer/Subcontractor and its subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (California Gov. Code Section 12900 et seq.) and the applicable regulations promulgated thereunder. The Proposer/Subcontractor agrees specifically to adhere to the following:

(a) State in all solicitations or advertisements for employees that the Proposer/Subcontractor will consider all qualified applicants for employment without regard to race, sex, color, religion, ancestry, national origin, marital status, age (over 40), or disability (including AIDS, and cancer-related medical conditions).

**Yes ☑ No ☐ Not Applicable ☐**

## 2.0 WHISTLEBLOWER REQUIREMENTS

*Instructions: For Subcontractors, only complete for each first-tier Subcontractor proposing over $100,000.*

Proposer/Subcontractor: WSP USA Inc.

The Proposer/Subcontractor certifies that it will comply with, and take no action, or adopt any rule, regulation or policy which is contrary to, the provisions set forth in California Labor Code Section 1101 et seq.

**Yes ☑ No ☐ Not Applicable ☐**

## 3.0 IRAN CONTRACTING CERTIFICATION

*Instructions: Complete for projects valued at $1,000,000 or more.*

Proposer/Proposer Member/Subcontractor: WSP USA Inc.

Section 2200 et seq. of the California Public Contract Code (CPCC) prohibits a person from submitting a Proposal for a contract with a public entity for goods and services of $1,000,000 or more if that person is identified on a list created by the Department of General Services (DGS) pursuant to CPCC Section 2203(b). The list will include persons providing goods or services of $20,000,000 or more in the energy sector of Iran and financial institutions that extend $20,000,000 or more in credit to a person that will use the credit to provide goods or services in the energy sector in Iran. DGS is required to provide notification to each person that it intends to include on the list at least 90 days before adding the person to the list.

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

In accordance with CPCC Section 2204, the undersigned hereby certifies that:

It is not identified on a list created pursuant to CPCC Section 2203(b) as a person engaging in investment activities in Iran described in CPCC Section 2202.5(a), or as a person described in CPCC Section 2202.5(b), as applicable; or, it is on such a list but has received permission pursuant to CPCC Section 2203(c) or (d) to submit an Offer for [Project Name] Project.

**Yes ☑ No ☐ Not Applicable ☐**

## 4.0 RUSSIA-UKRAINE CERTIFICATION

*Instructions: Complete for projects valued at $5,000,000 or more. For Subcontractors, only complete for each first-tier Subcontractor proposing over $1,000,000.*

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding steps to be taken by State agencies and grantees in response to Russian aggression in Ukraine. The EO is located at https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf.

This Certification serves as a notice to the Proposer that the EO imposes certain economic sanctions on contractors doing business in Russia as described in the EO, with reference to certain federal executive orders and the information available on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). The Proposer's failure to comply with the EO requirements may result in rejection of the Offer or termination of the Contract.

In accordance with Executive Order N-6-22, issued on March 4, 2022, by Governor Gavin Newsom, the undersigned hereby certifies on behalf of the entity identified below that:

1. It is in compliance with, and shall continue to comply with, economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under California law.

   **Yes ☑ No ☐ Not Applicable ☐**

2. It has taken the following steps to assure compliance with the above-described economic sanctions [*describe measures taken, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine*]:

   *See next page.
   _____
   _____.

3. It has obtained similar certifications from its Subcontractors anticipated to enter into Subcontracts valued in excess of $1,000,000.

   **Yes ☑ No ☐ Not Applicable ☐**

4. It shall promptly notify VTA if becomes aware of any noncompliance with respect to itself or any of its Subcontractors, and shall provide quarterly reports to VTA regarding steps it has taken to assure compliance with the above-described economic sanctions, until such time as VTA provides notification that the economic sanctions have been lifted and reports are no longer required.

   **Yes ☑ No ☐ Not Applicable ☐**

## 5.0 California Air Resources Board Certification

*Instructions: Proposer to complete.*

Proposer certifies that pursuant to section 2449(i) of Title 13, California Code of Regulations:

☐ A Certificate of Reported Compliance is not required.

☐ A Certificate of Reported Compliance is required and has or will be provided to VTA in accordance with the Request for Proposal.

☑ Not applicable.

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

A full explanation of all "No" answers shall be provided below.

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The Proposer/Proposer Member/Subcontractor hereby declares under the penalty of perjury under the laws of the State of California that the certifications made above in No. 1 - 4 and the explanation given for any "No" answers are true and correct.

Executed on 1/9/2026 [***insert date***] at San Francisco [***insert City***], California [***insert State***]

Shalonda A. Baldwin | Senior Vice President, California Regional Business Leader

**Name and title**

_____

**Signature of Proposer's Representative** (or authorized representative)/ Proposer Member Representative (or authorized representative of the Proposer Member)/ Subcontractor (or authorized representative of the Subcontractor).

* WSP USA Inc. adheres to Executive Order N-6-22 and applicable federal sanctions programs. Our process includes screening all new clients and transactions against US Treasury and Office of Foreign Assets Control (OFAC) lists, desisting from new investments or financial dealings with Russian entities, and ensuring no transfer of technology or support to Russia. We also require subcontractors on major contracts to certify compliance and provide ongoing monitoring and reporting to confirm adherence to these sanctions.

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

# PROPOSAL FORM 12: GENERAL CERTIFICATIONS

*Instructions: Complete for (1) the Proposer (executed by the Proposer's Representative) and (2) if the Proposer is a joint venture or partnership, a separate form for each Proposer Member (executed by the authorized representative of that Proposer Member) (if applicable) and (3) a separate form for each first-tier Subcontractor (executed by the authorized representative of the subcontractor) (if applicable).*

**PROPOSER:** BSV Delivery Partners

**PROPOSER MEMBER (if applicable):** N/A

**SUBCONTRACTOR (if applicable):** Abtahi Engineering Manag

The Proposer, each Proposer Member (if applicable), and each first-tier Subcontractor (if applicable), shall respond in a separate form with either "Yes" or "No" to each of the following where indicated. If the Proposer's/Proposer Member's/Subcontractor's response is "No", a full explanation shall be provided in the space following the last item.

Note: Providing a false certification may result in civil penalties and sanctions.

## 1.0 CERTIFICATE OF NONDISCRIMINATION

Proposer/Subcontractor: Abtahi Engineering Management Consulting

The Proposer/Subcontractor hereby certifies: that it does not unlawfully discriminate against any employee or applicant for employment with regard to race, sex, color, religion, ancestry, national origin, marital status, age (over 40), or disability (including AIDS, and cancer-related medical conditions); that it is in compliance with all applicable Federal, state, and local directives and executive orders regarding nondiscrimination in employment; and that it agrees to pursue positively and aggressively the principle of equal opportunity in employment. The Proposer/Subcontractor and its subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (California Gov. Code Section 12900 et seq.) and the applicable regulations promulgated thereunder. The Proposer/Subcontractor agrees specifically to adhere to the following:

(a) State in all solicitations or advertisements for employees that the Proposer/Subcontractor will consider all qualified applicants for employment without regard to race, sex, color, religion, ancestry, national origin, marital status, age (over 40), or disability (including AIDS, and cancer-related medical conditions).

**Yes ☐ No ☐ Not Applicable ■**

## 2.0 WHISTLEBLOWER REQUIREMENTS

*Instructions: For Subcontractors, only complete for each first-tier Subcontractor proposing over $100,000.*

Proposer/Subcontractor: Abtahi Engineering Management Consulting

The Proposer/Subcontractor certifies that it will comply with, and take no action, or adopt any rule, regulation or policy which is contrary to, the provisions set forth in California Labor Code Section 1101 et seq.

**Yes ■ No ☐ Not Applicable ☐**

## 3.0 IRAN CONTRACTING CERTIFICATION

*Instructions: Complete for projects valued at $1,000,000 or more.*

Proposer/Proposer Member/Subcontractor: Abtahi Engineering Management Consulting

Section 2200 et seq. of the California Public Contract Code (CPCC) prohibits a person from submitting a Proposal for a contract with a public entity for goods and services of $1,000,000 or more if that person is identified on a list created by the Department of General Services (DGS) pursuant to CPCC Section 2203(b). The list will include persons providing goods or services of $20,000,000 or more in the energy sector of Iran and financial institutions that extend $20,000,000 or more in credit to a person that will use the credit to provide goods or services in the energy sector in Iran. DGS is required to provide notification to each person that it intends to include on the list at least 90 days before adding the person to the list.

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

In accordance with CPCC Section 2204, the undersigned hereby certifies that:

It is not identified on a list created pursuant to CPCC Section 2203(b) as a person engaging in investment activities in Iran described in CPCC Section 2202.5(a), or as a person described in CPCC Section 2202.5(b), as applicable; or, it is on such a list but has received permission pursuant to CPCC Section 2203(c) or (d) to submit an Offer for [Project Name] Project.

**Yes ☐ No ☐ Not Applicable ■**

## 4.0 RUSSIA-UKRAINE CERTIFICATION

*Instructions: Complete for projects valued at $5,000,000 or more. For Subcontractors, only complete for each first-tier Subcontractor proposing over $1,000,000.*

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding steps to be taken by State agencies and grantees in response to Russian aggression in Ukraine. The EO is located at https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf.

This Certification serves as a notice to the Proposer that the EO imposes certain economic sanctions on contractors doing business in Russia as described in the EO, with reference to certain federal executive orders and the information available on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). The Proposer's failure to comply with the EO requirements may result in rejection of the Offer or termination of the Contract.

In accordance with Executive Order N-6-22, issued on March 4, 2022, by Governor Gavin Newsom, the undersigned hereby certifies on behalf of the entity identified below that:

1. It is in compliance with, and shall continue to comply with, economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under California law.

   **Yes ☐ No ☐ Not Applicable ■**

2. It has taken the following steps to assure compliance with the above-described economic sanctions [*describe measures taken, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine*]:

   _____
   _____.

3. It has obtained similar certifications from its Subcontractors anticipated to enter into Subcontracts valued in excess of $1,000,000.

   **Yes ☐ No ☐ Not Applicable ■**

4. It shall promptly notify VTA if becomes aware of any noncompliance with respect to itself or any of its Subcontractors, and shall provide quarterly reports to VTA regarding steps it has taken to assure compliance with the above-described economic sanctions, until such time as VTA provides notification that the economic sanctions have been lifted and reports are no longer required.

   **Yes ☐ No ☐ Not Applicable ■**

## 5.0 California Air Resources Board Certification

*Instructions: Proposer to complete.*

Proposer certifies that pursuant to section 2449(i) of Title 13, California Code of Regulations:

☐ A Certificate of Reported Compliance is not required.

☐ A Certificate of Reported Compliance is required and has or will be provided to VTA in accordance with the Request for Proposal.

☑ Not applicable.

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

A full explanation of all "No" answers shall be provided below.

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The Proposer/Proposer Member/Subcontractor hereby declares under the penalty of perjury under the laws of the State of California that the certifications made above in No. 1 - 4 and the explanation given for any "No" answers are true and correct.

Executed on 12/23/25 [*insert date*] at Orinda [*insert City*], California [*insert State*]

_____

**Name and title**

_____

**Signature of Proposer's Representative** (or authorized representative)/ Proposer Member Representative (or authorized representative of the Proposer Member)/ Subcontractor (or authorized representative of the Subcontractor).

Afshin Abtahi

Digitally signed by Afshin Abtahi
DN: cn=Afshin Abtahi, c=US, o=Abtahi Engineering Management Consulting, ou=Management, email=abtahiengineering@gmail.com
Date: 2025.12.23 17:06:23 -08'00'

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

# PROPOSAL FORM 12: GENERAL CERTIFICATIONS

*Instructions: Complete for (1) the Proposer (executed by the Proposer's Representative) and (2) if the Proposer is a joint venture or partnership, a separate form for each Proposer Member (executed by the authorized representative of that Proposer Member) (if applicable) and (3) a separate form for each first-tier Subcontractor (executed by the authorized representative of the subcontractor) (if applicable).*

**PROPOSER:** BSV Delivery Partners

**PROPOSER MEMBER (if applicable):** _____

**SUBCONTRACTOR (if applicable):** Aldea Engineering Service

The Proposer, each Proposer Member (if applicable), and each first-tier Subcontractor (if applicable), shall respond in a separate form with either "Yes" or "No" to each of the following where indicated. If the Proposer's/Proposer Member's/Subcontractor's response is "No", a full explanation shall be provided in the space following the last item.

Note: Providing a false certification may result in civil penalties and sanctions.

## 1.0 CERTIFICATE OF NONDISCRIMINATION

Proposer/Subcontractor: Aldea Engineering Services P.C.

The Proposer/Subcontractor hereby certifies: that it does not unlawfully discriminate against any employee or applicant for employment with regard to race, sex, color, religion, ancestry, national origin, marital status, age (over 40), or disability (including AIDS, and cancer-related medical conditions); that it is in compliance with all applicable Federal, state, and local directives and executive orders regarding nondiscrimination in employment; and that it agrees to pursue positively and aggressively the principle of equal opportunity in employment. The Proposer/Subcontractor and its subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (California Gov. Code Section 12900 et seq.) and the applicable regulations promulgated thereunder. The Proposer/Subcontractor agrees specifically to adhere to the following:

(a) State in all solicitations or advertisements for employees that the Proposer/Subcontractor will consider all qualified applicants for employment without regard to race, sex, color, religion, ancestry, national origin, marital status, age (over 40), or disability (including AIDS, and cancer-related medical conditions).

**Yes ■ No ☐ Not Applicable ☐**

## 2.0 WHISTLEBLOWER REQUIREMENTS

*Instructions: For Subcontractors, only complete for each first-tier Subcontractor proposing over $100,000.*

Proposer/Subcontractor: Aldea Engineering Services P.C.

The Proposer/Subcontractor certifies that it will comply with, and take no action, or adopt any rule, regulation or policy which is contrary to, the provisions set forth in California Labor Code Section 1101 et seq.

**Yes ■ No ☐ Not Applicable ☐**

## 3.0 IRAN CONTRACTING CERTIFICATION

*Instructions: Complete for projects valued at $1,000,000 or more.*

Proposer/Proposer Member/Subcontractor: Aldea Engineering Services P.C.

Section 2200 et seq. of the California Public Contract Code (CPCC) prohibits a person from submitting a Proposal for a contract with a public entity for goods and services of $1,000,000 or more if that person is identified on a list created by the Department of General Services (DGS) pursuant to CPCC Section 2203(b). The list will include persons providing goods or services of $20,000,000 or more in the energy sector of Iran and financial institutions that extend $20,000,000 or more in credit to a person that will use the credit to provide goods or services in the energy sector in Iran. DGS is required to provide notification to each person that it intends to include on the list at least 90 days before adding the person to the list.

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

In accordance with CPCC Section 2204, the undersigned hereby certifies that:

It is not identified on a list created pursuant to CPCC Section 2203(b) as a person engaging in investment activities in Iran described in CPCC Section 2202.5(a), or as a person described in CPCC Section 2202.5(b), as applicable; or, it is on such a list but has received permission pursuant to CPCC Section 2203(c) or (d) to submit an Offer for [Project Name] Project.

**Yes ■ No ☐ Not Applicable ☐**

## 4.0 RUSSIA-UKRAINE CERTIFICATION

*Instructions: Complete for projects valued at $5,000,000 or more. For Subcontractors, only complete for each first-tier Subcontractor proposing over $1,000,000.*

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding steps to be taken by State agencies and grantees in response to Russian aggression in Ukraine. The EO is located at https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf.

This Certification serves as a notice to the Proposer that the EO imposes certain economic sanctions on contractors doing business in Russia as described in the EO, with reference to certain federal executive orders and the information available on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). The Proposer's failure to comply with the EO requirements may result in rejection of the Offer or termination of the Contract.

In accordance with Executive Order N-6-22, issued on March 4, 2022, by Governor Gavin Newsom, the undersigned hereby certifies on behalf of the entity identified below that:

1. It is in compliance with, and shall continue to comply with, economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under California law.

   **Yes ☐ No ☐ Not Applicable ■**

2. It has taken the following steps to assure compliance with the above-described economic sanctions [*describe measures taken, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine*]:

   _____
   _____.

3. It has obtained similar certifications from its Subcontractors anticipated to enter into Subcontracts valued in excess of $1,000,000.

   **Yes ■ No ☐ Not Applicable ☐**

4. It shall promptly notify VTA if becomes aware of any noncompliance with respect to itself or any of its Subcontractors, and shall provide quarterly reports to VTA regarding steps it has taken to assure compliance with the above-described economic sanctions, until such time as VTA provides notification that the economic sanctions have been lifted and reports are no longer required.

   **Yes ■ No ☐ Not Applicable ☐**

## 5.0 California Air Resources Board Certification

*Instructions: Proposer to complete.*

Proposer certifies that pursuant to section 2449(i) of Title 13, California Code of Regulations:

☐ A Certificate of Reported Compliance is not required.

☐ A Certificate of Reported Compliance is required and has or will be provided to VTA in accordance with the Request for Proposal.

☑ Not applicable.

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

A full explanation of all "No" answers shall be provided below.

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The Proposer/Proposer Member/Subcontractor hereby declares under the penalty of perjury under the laws of the State of California that the certifications made above in No. 1 - 4 and the explanation given for any "No" answers are true and correct.

Executed on 01/09/2026 [*insert date*] at Frederick [*insert City*], Maryland [*insert State*]

Robert Goodfellow, Senior Vice President

**Name and title**

**Signature of Proposer's Representative** (or authorized representative)/ Proposer Member Representative (or authorized representative of the Proposer Member)/ Subcontractor (or authorized representative of the Subcontractor).

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

# PROPOSAL FORM 12: GENERAL CERTIFICATIONS

*Instructions: Complete for (1) the Proposer (executed by the Proposer's Representative) and (2) if the Proposer is a joint venture or partnership, a separate form for each Proposer Member (executed by the authorized representative of that Proposer Member) (if applicable) and (3) a separate form for each first-tier Subcontractor (executed by the authorized representative of the subcontractor) (if applicable).*

**PROPOSER:** BSV Delivery Partners

**PROPOSER MEMBER (if applicable):** _____

**SUBCONTRACTOR (if applicable):** Azad Engineering PC

The Proposer, each Proposer Member (if applicable), and each first-tier Subcontractor (if applicable), shall respond in a separate form with either "Yes" or "No" to each of the following where indicated. If the Proposer's/Proposer Member's/Subcontractor's response is "No", a full explanation shall be provided in the space following the last item.

Note: Providing a false certification may result in civil penalties and sanctions.

## 1.0 CERTIFICATE OF NONDISCRIMINATION

Proposer/Subcontractor: Azad Engineering PC

The Proposer/Subcontractor hereby certifies: that it does not unlawfully discriminate against any employee or applicant for employment with regard to race, sex, color, religion, ancestry, national origin, marital status, age (over 40), or disability (including AIDS, and cancer-related medical conditions); that it is in compliance with all applicable Federal, state, and local directives and executive orders regarding nondiscrimination in employment; and that it agrees to pursue positively and aggressively the principle of equal opportunity in employment. The Proposer/Subcontractor and its subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (California Gov. Code Section 12900 et seq.) and the applicable regulations promulgated thereunder. The Proposer/Subcontractor agrees specifically to adhere to the following:

(a) State in all solicitations or advertisements for employees that the Proposer/Subcontractor will consider all qualified applicants for employment without regard to race, sex, color, religion, ancestry, national origin, marital status, age (over 40), or disability (including AIDS, and cancer-related medical conditions).

**Yes ■ No ☐ Not Applicable ☐**

## 2.0 WHISTLEBLOWER REQUIREMENTS

*Instructions: For Subcontractors, only complete for each first-tier Subcontractor proposing over $100,000.*

Proposer/Subcontractor: Azad Engineering PC

The Proposer/Subcontractor certifies that it will comply with, and take no action, or adopt any rule, regulation or policy which is contrary to, the provisions set forth in California Labor Code Section 1101 et seq.

**Yes ■ No ☐ Not Applicable ☐**

## 3.0 IRAN CONTRACTING CERTIFICATION

*Instructions: Complete for projects valued at $1,000,000 or more.*

Proposer/Proposer Member/Subcontractor: Azad Engineering PC

Section 2200 et seq. of the California Public Contract Code (CPCC) prohibits a person from submitting a Proposal for a contract with a public entity for goods and services of $1,000,000 or more if that person is identified on a list created by the Department of General Services (DGS) pursuant to CPCC Section 2203(b). The list will include persons providing goods or services of $20,000,000 or more in the energy sector of Iran and financial institutions that extend $20,000,000 or more in credit to a person that will use the credit to provide goods or services in the energy sector in Iran. DGS is required to provide notification to each person that it intends to include on the list at least 90 days before adding the person to the list.

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

In accordance with CPCC Section 2204, the undersigned hereby certifies that:

It is not identified on a list created pursuant to CPCC Section 2203(b) as a person engaging in investment activities in Iran described in CPCC Section 2202.5(a), or as a person described in CPCC Section 2202.5(b), as applicable; or, it is on such a list but has received permission pursuant to CPCC Section 2203(c) or (d) to submit an Offer for [Project Name] Project.

**Yes ■ No ☐ Not Applicable ☐**

## 4.0 RUSSIA-UKRAINE CERTIFICATION

*Instructions: Complete for projects valued at $5,000,000 or more. For Subcontractors, only complete for each first-tier Subcontractor proposing over $1,000,000.*

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding steps to be taken by State agencies and grantees in response to Russian aggression in Ukraine. The EO is located at https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf.

This Certification serves as a notice to the Proposer that the EO imposes certain economic sanctions on contractors doing business in Russia as described in the EO, with reference to certain federal executive orders and the information available on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). The Proposer's failure to comply with the EO requirements may result in rejection of the Offer or termination of the Contract.

In accordance with Executive Order N-6-22, issued on March 4, 2022, by Governor Gavin Newsom, the undersigned hereby certifies on behalf of the entity identified below that:

1. It is in compliance with, and shall continue to comply with, economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under California law.

   **Yes ■ No ☐ Not Applicable ☐**

2. It has taken the following steps to assure compliance with the above-described economic sanctions [*describe measures taken, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine*]:

   _____
   _____.

3. It has obtained similar certifications from its Subcontractors anticipated to enter into Subcontracts valued in excess of $1,000,000.

   **Yes ■ No ☐ Not Applicable ☐**

4. It shall promptly notify VTA if becomes aware of any noncompliance with respect to itself or any of its Subcontractors, and shall provide quarterly reports to VTA regarding steps it has taken to assure compliance with the above-described economic sanctions, until such time as VTA provides notification that the economic sanctions have been lifted and reports are no longer required.

   **Yes ■ No ☐ Not Applicable ☐**

## 5.0 California Air Resources Board Certification

*Instructions: Proposer to complete.*

Proposer certifies that pursuant to section 2449(i) of Title 13, California Code of Regulations:

☐ A Certificate of Reported Compliance is not required.

☐ A Certificate of Reported Compliance is required and has or will be provided to VTA in accordance with the Request for Proposal.

☐ Not applicable.

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

A full explanation of all "No" answers shall be provided below.

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The Proposer/Proposer Member/Subcontractor hereby declares under the penalty of perjury under the laws of the State of California that the certifications made above in No. 1 - 4 and the explanation given for any "No" answers are true and correct.

Executed on 1/9/2026 [*insert date*] at San Francisco [*insert City*], California [*insert State*]

**Name and title**

Mahs Azad, President

**Signature of Proposer's Representative** (or authorized representative)/ Proposer Member Representative (or authorized representative of the Proposer Member)/ Subcontractor (or authorized representative of the Subcontractor).

Mahsa Azad

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

# PROPOSAL FORM 12: GENERAL CERTIFICATIONS

*Instructions: Complete for (1) the Proposer (executed by the Proposer's Representative) and (2) if the Proposer is a joint venture or partnership, a separate form for each Proposer Member (executed by the authorized representative of that Proposer Member) (if applicable) and (3) a separate form for each first-tier Subcontractor (executed by the authorized representative of the subcontractor) (if applicable).*

**PROPOSER:** BSV Delivery Partners

**PROPOSER MEMBER (if applicable):** _____

**SUBCONTRACTOR (if applicable):** BKF Engineers

The Proposer, each Proposer Member (if applicable), and each first-tier Subcontractor (if applicable), shall respond in a separate form with either "Yes" or "No" to each of the following where indicated. If the Proposer's/Proposer Member's/Subcontractor's response is "No", a full explanation shall be provided in the space following the last item.

Note: Providing a false certification may result in civil penalties and sanctions.

## 1.0 CERTIFICATE OF NONDISCRIMINATION

Proposer/Subcontractor: BKF Engineers

The Proposer/Subcontractor hereby certifies: that it does not unlawfully discriminate against any employee or applicant for employment with regard to race, sex, color, religion, ancestry, national origin, marital status, age (over 40), or disability (including AIDS, and cancer-related medical conditions); that it is in compliance with all applicable Federal, state, and local directives and executive orders regarding nondiscrimination in employment; and that it agrees to pursue positively and aggressively the principle of equal opportunity in employment. The Proposer/Subcontractor and its subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (California Gov. Code Section 12900 et seq.) and the applicable regulations promulgated thereunder. The Proposer/Subcontractor agrees specifically to adhere to the following:

(a) State in all solicitations or advertisements for employees that the Proposer/Subcontractor will consider all qualified applicants for employment without regard to race, sex, color, religion, ancestry, national origin, marital status, age (over 40), or disability (including AIDS, and cancer-related medical conditions).

**Yes ■ No ☐ Not Applicable ☐**

## 2.0 WHISTLEBLOWER REQUIREMENTS

*Instructions: For Subcontractors, only complete for each first-tier Subcontractor proposing over $100,000.*

Proposer/Subcontractor: BKF Engineers

The Proposer/Subcontractor certifies that it will comply with, and take no action, or adopt any rule, regulation or policy which is contrary to, the provisions set forth in California Labor Code Section 1101 et seq.

**Yes ■ No ☐ Not Applicable ☐**

## 3.0 IRAN CONTRACTING CERTIFICATION

*Instructions: Complete for projects valued at $1,000,000 or more.*

Proposer/Proposer Member/Subcontractor: BKF Engineers

Section 2200 et seq. of the California Public Contract Code (CPCC) prohibits a person from submitting a Proposal for a contract with a public entity for goods and services of $1,000,000 or more if that person is identified on a list created by the Department of General Services (DGS) pursuant to CPCC Section 2203(b). The list will include persons providing goods or services of $20,000,000 or more in the energy sector of Iran and financial institutions that extend $20,000,000 or more in credit to a person that will use the credit to provide goods or services in the energy sector in Iran. DGS is required to provide notification to each person that it intends to include on the list at least 90 days before adding the person to the list.

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

In accordance with CPCC Section 2204, the undersigned hereby certifies that:

It is not identified on a list created pursuant to CPCC Section 2203(b) as a person engaging in investment activities in Iran described in CPCC Section 2202.5(a), or as a person described in CPCC Section 2202.5(b), as applicable; or, it is on such a list but has received permission pursuant to CPCC Section 2203(c) or (d) to submit an Offer for [Project Name] Project.

**Yes ■ No ☐ Not Applicable ☐**

## 4.0 RUSSIA-UKRAINE CERTIFICATION

*Instructions: Complete for projects valued at $5,000,000 or more. For Subcontractors, only complete for each first-tier Subcontractor proposing over $1,000,000.*

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding steps to be taken by State agencies and grantees in response to Russian aggression in Ukraine. The EO is located at https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf.

This Certification serves as a notice to the Proposer that the EO imposes certain economic sanctions on contractors doing business in Russia as described in the EO, with reference to certain federal executive orders and the information available on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). The Proposer's failure to comply with the EO requirements may result in rejection of the Offer or termination of the Contract.

In accordance with Executive Order N-6-22, issued on March 4, 2022, by Governor Gavin Newsom, the undersigned hereby certifies on behalf of the entity identified below that:

1. It is in compliance with, and shall continue to comply with, economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under California law.

   **Yes ■ No ☐ Not Applicable ☐**

2. It has taken the following steps to assure compliance with the above-described economic sanctions [*describe measures taken, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine*]:
   ***BKF is not aware of any clients or vendors that would place the company in violation of applicable U.S. federal or California state economic sanctions. BKF has not made investments in or engaged in financial transactions with Russian entities, nor has BKF transferred technology or provided services to Russia or Russian entities.***

3. It has obtained similar certifications from its Subcontractors anticipated to enter into Subcontracts valued in excess of $1,000,000.

   **Yes ☐ No ☐ Not Applicable ■**

4. It shall promptly notify VTA if becomes aware of any noncompliance with respect to itself or any of its Subcontractors, and shall provide quarterly reports to VTA regarding steps it has taken to assure compliance with the above-described economic sanctions, until such time as VTA provides notification that the economic sanctions have been lifted and reports are no longer required.

   **Yes ■ No ☐ Not Applicable ☐**

## 5.0 California Air Resources Board Certification

*Instructions: Proposer to complete.*

Proposer certifies that pursuant to section 2449(i) of Title 13, California Code of Regulations:

☐ A Certificate of Reported Compliance is not required.

☐ A Certificate of Reported Compliance is required and has or will be provided to VTA in accordance with the Request for Proposal.

☑ Not applicable.

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

A full explanation of all "No" answers shall be provided below.

| |
|---|
| N/A |

The Proposer/Proposer Member/Subcontractor hereby declares under the penalty of perjury under the laws of the State of California that the certifications made above in No. 1 - 4 and the explanation given for any "No" answers are true and correct.

Executed on 1/9/2026 [*insert date*] at San Jose [*insert City*], CA [*insert State*]

Gordon Sweet, PE - Principal BKF Engineers

**Name and title**



**Signature of Proposer's Representative** (or authorized representative)/ Proposer Member Representative (or authorized representative of the Proposer Member)/ Subcontractor (or authorized representative of the Subcontractor).

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

# PROPOSAL FORM 12: GENERAL CERTIFICATIONS

*Instructions: Complete for (1) the Proposer (executed by the Proposer's Representative) and (2) if the Proposer is a joint venture or partnership, a separate form for each Proposer Member (executed by the authorized representative of that Proposer Member) (if applicable) and (3) a separate form for each first-tier Subcontractor (executed by the authorized representative of the subcontractor) (if applicable).*

**PROPOSER:** BSV Delivery Partners

**PROPOSER MEMBER (if applicable):** _____

**SUBCONTRACTOR (if applicable):** Cordoba Corp.

The Proposer, each Proposer Member (if applicable), and each first-tier Subcontractor (if applicable), shall respond in a separate form with either "Yes" or "No" to each of the following where indicated. If the Proposer's/Proposer Member's/Subcontractor's response is "No", a full explanation shall be provided in the space following the last item.

Note: Providing a false certification may result in civil penalties and sanctions.

## 1.0 CERTIFICATE OF NONDISCRIMINATION

Proposer/Subcontractor: Cordoba Corp.

The Proposer/Subcontractor hereby certifies: that it does not unlawfully discriminate against any employee or applicant for employment with regard to race, sex, color, religion, ancestry, national origin, marital status, age (over 40), or disability (including AIDS, and cancer-related medical conditions); that it is in compliance with all applicable Federal, state, and local directives and executive orders regarding nondiscrimination in employment; and that it agrees to pursue positively and aggressively the principle of equal opportunity in employment. The Proposer/Subcontractor and its subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (California Gov. Code Section 12900 et seq.) and the applicable regulations promulgated thereunder. The Proposer/Subcontractor agrees specifically to adhere to the following:

(a) State in all solicitations or advertisements for employees that the Proposer/Subcontractor will consider all qualified applicants for employment without regard to race, sex, color, religion, ancestry, national origin, marital status, age (over 40), or disability (including AIDS, and cancer-related medical conditions).

**Yes ■ No ☐ Not Applicable ☐**

## 2.0 WHISTLEBLOWER REQUIREMENTS

*Instructions: For Subcontractors, only complete for each first-tier Subcontractor proposing over $100,000.*

Proposer/Subcontractor: Cordoba Corp.

The Proposer/Subcontractor certifies that it will comply with, and take no action, or adopt any rule, regulation or policy which is contrary to, the provisions set forth in California Labor Code Section 1101 et seq.

**Yes ■ No ☐ Not Applicable ☐**

## 3.0 IRAN CONTRACTING CERTIFICATION

*Instructions: Complete for projects valued at $1,000,000 or more.*

Proposer/Proposer Member/Subcontractor: Cordoba Corp.

Section 2200 et seq. of the California Public Contract Code (CPCC) prohibits a person from submitting a Proposal for a contract with a public entity for goods and services of $1,000,000 or more if that person is identified on a list created by the Department of General Services (DGS) pursuant to CPCC Section 2203(b). The list will include persons providing goods or services of $20,000,000 or more in the energy sector of Iran and financial institutions that extend $20,000,000 or more in credit to a person that will use the credit to provide goods or services in the energy sector in Iran. DGS is required to provide notification to each person that it intends to include on the list at least 90 days before adding the person to the list.

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

In accordance with CPCC Section 2204, the undersigned hereby certifies that:

It is not identified on a list created pursuant to CPCC Section 2203(b) as a person engaging in investment activities in Iran described in CPCC Section 2202.5(a), or as a person described in CPCC Section 2202.5(b), as applicable; or, it is on such a list but has received permission pursuant to CPCC Section 2203(c) or (d) to submit an Offer for [Project Name] Project.

**Yes ■ No ☐ Not Applicable ☐**

## 4.0 RUSSIA-UKRAINE CERTIFICATION

*Instructions: Complete for projects valued at $5,000,000 or more. For Subcontractors, only complete for each first-tier Subcontractor proposing over $1,000,000.*

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding steps to be taken by State agencies and grantees in response to Russian aggression in Ukraine. The EO is located at https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf.

This Certification serves as a notice to the Proposer that the EO imposes certain economic sanctions on contractors doing business in Russia as described in the EO, with reference to certain federal executive orders and the information available on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). The Proposer's failure to comply with the EO requirements may result in rejection of the Offer or termination of the Contract.

In accordance with Executive Order N-6-22, issued on March 4, 2022, by Governor Gavin Newsom, the undersigned hereby certifies on behalf of the entity identified below that:

1. It is in compliance with, and shall continue to comply with, economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under California law.

   **Yes ■ No ☐ Not Applicable ☐**

2. It has taken the following steps to assure compliance with the above-described economic sanctions [*describe measures taken, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine*]:

   N/A

   _____.

3. It has obtained similar certifications from its Subcontractors anticipated to enter into Subcontracts valued in excess of $1,000,000.

   **Yes ☐ No ☐ Not Applicable ■**

4. It shall promptly notify VTA if becomes aware of any noncompliance with respect to itself or any of its Subcontractors, and shall provide quarterly reports to VTA regarding steps it has taken to assure compliance with the above-described economic sanctions, until such time as VTA provides notification that the economic sanctions have been lifted and reports are no longer required.

   **Yes ■ No ☐ Not Applicable ☐**

## 5.0 California Air Resources Board Certification

*Instructions: Proposer to complete.*

Proposer certifies that pursuant to section 2449(i) of Title 13, California Code of Regulations:

☐ A Certificate of Reported Compliance is not required.

☐ A Certificate of Reported Compliance is required and has or will be provided to VTA in accordance with the Request for Proposal.

☐ Not applicable.

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

A full explanation of all "No" answers shall be provided below.

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| |

The Proposer/Proposer Member/Subcontractor hereby declares under the penalty of perjury under the laws of the State of California that the certifications made above in No. 1 - 4 and the explanation given for any "No" answers are true and correct.

Executed on 01/9/2026 [***insert date***] at Los Angeles [***insert City***], CA [***insert State***]

Randall D. Martinez, Executive Vice President

**Name and title**

**Signature of Proposer's Representative** (or authorized representative)/ Proposer Member Representative (or authorized representative of the Proposer Member)/ Subcontractor (or authorized representative of the Subcontractor).

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

# PROPOSAL FORM 12: GENERAL CERTIFICATIONS

*Instructions: Complete for (1) the Proposer (executed by the Proposer's Representative) and (2) if the Proposer is a joint venture or partnership, a separate form for each Proposer Member (executed by the authorized representative of that Proposer Member) (if applicable) and (3) a separate form for each first-tier Subcontractor (executed by the authorized representative of the subcontractor) (if applicable).*

**PROPOSER:** BSV Delivery Partners

**PROPOSER MEMBER (if applicable):** _____

**SUBCONTRACTOR (if applicable):** dss+ Transportation LLC

The Proposer, each Proposer Member (if applicable), and each first-tier Subcontractor (if applicable), shall respond in a separate form with either "Yes" or "No" to each of the following where indicated. If the Proposer's/Proposer Member's/Subcontractor's response is "No", a full explanation shall be provided in the space following the last item.

Note: Providing a false certification may result in civil penalties and sanctions.

## 1.0 CERTIFICATE OF NONDISCRIMINATION

Proposer/Subcontractor: dss+ Transportation LLC

The Proposer/Subcontractor hereby certifies: that it does not unlawfully discriminate against any employee or applicant for employment with regard to race, sex, color, religion, ancestry, national origin, marital status, age (over 40), or disability (including AIDS, and cancer-related medical conditions); that it is in compliance with all applicable Federal, state, and local directives and executive orders regarding nondiscrimination in employment; and that it agrees to pursue positively and aggressively the principle of equal opportunity in employment. The Proposer/Subcontractor and its subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (California Gov. Code Section 12900 et seq.) and the applicable regulations promulgated thereunder. The Proposer/Subcontractor agrees specifically to adhere to the following:

(a) State in all solicitations or advertisements for employees that the Proposer/Subcontractor will consider all qualified applicants for employment without regard to race, sex, color, religion, ancestry, national origin, marital status, age (over 40), or disability (including AIDS, and cancer-related medical conditions).

**Yes ■ No ☐ Not Applicable ☐**

## 2.0 WHISTLEBLOWER REQUIREMENTS

*Instructions: For Subcontractors, only complete for each first-tier Subcontractor proposing over $100,000.*

Proposer/Subcontractor: dss+ Transportation LLC

The Proposer/Subcontractor certifies that it will comply with, and take no action, or adopt any rule, regulation or policy which is contrary to, the provisions set forth in California Labor Code Section 1101 et seq.

**Yes ■ No ☐ Not Applicable ☐**

## 3.0 IRAN CONTRACTING CERTIFICATION

*Instructions: Complete for projects valued at $1,000,000 or more.*

Proposer/Proposer Member/Subcontractor: dss+ Transportation LLC

Section 2200 et seq. of the California Public Contract Code (CPCC) prohibits a person from submitting a Proposal for a contract with a public entity for goods and services of $1,000,000 or more if that person is identified on a list created by the Department of General Services (DGS) pursuant to CPCC Section 2203(b). The list will include persons providing goods or services of $20,000,000 or more in the energy sector of Iran and financial institutions that extend $20,000,000 or more in credit to a person that will use the credit to provide goods or services in the energy sector in Iran. DGS is required to provide notification to each person that it intends to include on the list at least 90 days before adding the person to the list.

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

In accordance with CPCC Section 2204, the undersigned hereby certifies that:

It is not identified on a list created pursuant to CPCC Section 2203(b) as a person engaging in investment activities in Iran described in CPCC Section 2202.5(a), or as a person described in CPCC Section 2202.5(b), as applicable; or, it is on such a list but has received permission pursuant to CPCC Section 2203(c) or (d) to submit an Offer for [Project Name] Project.

**Yes ■ No ☐ Not Applicable ☐**

## 4.0 RUSSIA-UKRAINE CERTIFICATION

*Instructions: Complete for projects valued at $5,000,000 or more. For Subcontractors, only complete for each first-tier Subcontractor proposing over $1,000,000.*

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding steps to be taken by State agencies and grantees in response to Russian aggression in Ukraine. The EO is located at https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf.

This Certification serves as a notice to the Proposer that the EO imposes certain economic sanctions on contractors doing business in Russia as described in the EO, with reference to certain federal executive orders and the information available on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). The Proposer's failure to comply with the EO requirements may result in rejection of the Offer or termination of the Contract.

In accordance with Executive Order N-6-22, issued on March 4, 2022, by Governor Gavin Newsom, the undersigned hereby certifies on behalf of the entity identified below that:

1. It is in compliance with, and shall continue to comply with, economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under California law.

   **Yes ■ No ☐ Not Applicable ☐**

2. It has taken the following steps to assure compliance with the above-described economic sanctions [*describe measures taken, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine*]:

   dss+ Transportation has never done business in or with Russia or Russian entities, does not _____.

3. It has obtained similar certifications from its Subcontractors anticipated to enter into Subcontracts valued in excess of $1,000,000.

   **Yes ☐ No ☐ Not Applicable ■**

4. It shall promptly notify VTA if becomes aware of any noncompliance with respect to itself or any of its Subcontractors, and shall provide quarterly reports to VTA regarding steps it has taken to assure compliance with the above-described economic sanctions, until such time as VTA provides notification that the economic sanctions have been lifted and reports are no longer required.

   **Yes ■ No ☐ Not Applicable ☐**

## 5.0 California Air Resources Board Certification

*Instructions: Proposer to complete.*

Proposer certifies that pursuant to section 2449(i) of Title 13, California Code of Regulations:

☐ A Certificate of Reported Compliance is not required.

☐ A Certificate of Reported Compliance is required and has or will be provided to VTA in accordance with the Request for Proposal.

☑ Not applicable.

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

A full explanation of all "No" answers shall be provided below.

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The Proposer/Proposer Member/Subcontractor hereby declares under the penalty of perjury under the laws of the State of California that the certifications made above in No. 1 - 4 and the explanation given for any "No" answers are true and correct.

Executed on 1/9/2026 [***insert date***] at Baltimore [***insert City***], Maryland [***insert State***]

Jason M. Sergent, President

**Name and title**



**Signature of Proposer's Representative** (or authorized representative)/ Proposer Member Representative (or authorized representative of the Proposer Member)/ Subcontractor (or authorized representative of the Subcontractor).

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

# PROPOSAL FORM 12: GENERAL CERTIFICATIONS

*Instructions: Complete for (1) the Proposer (executed by the Proposer's Representative) and (2) if the Proposer is a joint venture or partnership, a separate form for each Proposer Member (executed by the authorized representative of that Proposer Member) (if applicable) and (3) a separate form for each first-tier Subcontractor (executed by the authorized representative of the subcontractor) (if applicable).*

**PROPOSER:** BSV Delivery Partners

**PROPOSER MEMBER (if applicable):** _____

**SUBCONTRACTOR (if applicable):** Edward J. Cording

The Proposer, each Proposer Member (if applicable), and each first-tier Subcontractor (if applicable), shall respond in a separate form with either "Yes" or "No" to each of the following where indicated. If the Proposer's/Proposer Member's/Subcontractor's response is "No", a full explanation shall be provided in the space following the last item.

Note: Providing a false certification may result in civil penalties and sanctions.

## 1.0 CERTIFICATE OF NONDISCRIMINATION

Proposer/Subcontractor: Edward J. Cording

The Proposer/Subcontractor hereby certifies: that it does not unlawfully discriminate against any employee or applicant for employment with regard to race, sex, color, religion, ancestry, national origin, marital status, age (over 40), or disability (including AIDS, and cancer-related medical conditions); that it is in compliance with all applicable Federal, state, and local directives and executive orders regarding nondiscrimination in employment; and that it agrees to pursue positively and aggressively the principle of equal opportunity in employment. The Proposer/Subcontractor and its subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (California Gov. Code Section 12900 et seq.) and the applicable regulations promulgated thereunder. The Proposer/Subcontractor agrees specifically to adhere to the following:

(a) State in all solicitations or advertisements for employees that the Proposer/Subcontractor will consider all qualified applicants for employment without regard to race, sex, color, religion, ancestry, national origin, marital status, age (over 40), or disability (including AIDS, and cancer-related medical conditions).

**Yes ■ No ☐ Not Applicable ☐**

## 2.0 WHISTLEBLOWER REQUIREMENTS

*Instructions: For Subcontractors, only complete for each first-tier Subcontractor proposing over $100,000.*

Proposer/Subcontractor: Edward J. Cording

The Proposer/Subcontractor certifies that it will comply with, and take no action, or adopt any rule, regulation or policy which is contrary to, the provisions set forth in California Labor Code Section 1101 et seq.

**Yes ☐ No ☐ Not Applicable ■**

## 3.0 IRAN CONTRACTING CERTIFICATION

*Instructions: Complete for projects valued at $1,000,000 or more.*

Proposer/Proposer Member/Subcontractor: Edward J. Cording

Section 2200 et seq. of the California Public Contract Code (CPCC) prohibits a person from submitting a Proposal for a contract with a public entity for goods and services of $1,000,000 or more if that person is identified on a list created by the Department of General Services (DGS) pursuant to CPCC Section 2203(b). The list will include persons providing goods or services of $20,000,000 or more in the energy sector of Iran and financial institutions that extend $20,000,000 or more in credit to a person that will use the credit to provide goods or services in the energy sector in Iran. DGS is required to provide notification to each person that it intends to include on the list at least 90 days before adding the person to the list.

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

In accordance with CPCC Section 2204, the undersigned hereby certifies that:

It is not identified on a list created pursuant to CPCC Section 2203(b) as a person engaging in investment activities in Iran described in CPCC Section 2202.5(a), or as a person described in CPCC Section 2202.5(b), as applicable; or, it is on such a list but has received permission pursuant to CPCC Section 2203(c) or (d) to submit an Offer for [Project Name] Project.

**Yes ☐ No ☐ Not Applicable ■**

## 4.0 RUSSIA-UKRAINE CERTIFICATION

*Instructions: Complete for projects valued at $5,000,000 or more. For Subcontractors, only complete for each first-tier Subcontractor proposing over $1,000,000.*

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding steps to be taken by State agencies and grantees in response to Russian aggression in Ukraine. The EO is located at https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf.

This Certification serves as a notice to the Proposer that the EO imposes certain economic sanctions on contractors doing business in Russia as described in the EO, with reference to certain federal executive orders and the information available on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). The Proposer's failure to comply with the EO requirements may result in rejection of the Offer or termination of the Contract.

In accordance with Executive Order N-6-22, issued on March 4, 2022, by Governor Gavin Newsom, the undersigned hereby certifies on behalf of the entity identified below that:

1. It is in compliance with, and shall continue to comply with, economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under California law.

   **Yes ☐ No ☐ Not Applicable ■**

2. It has taken the following steps to assure compliance with the above-described economic sanctions [*describe measures taken, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine*]:

   _____
   _____.

3. It has obtained similar certifications from its Subcontractors anticipated to enter into Subcontracts valued in excess of $1,000,000.

   **Yes ☐ No ☐ Not Applicable ■**

4. It shall promptly notify VTA if becomes aware of any noncompliance with respect to itself or any of its Subcontractors, and shall provide quarterly reports to VTA regarding steps it has taken to assure compliance with the above-described economic sanctions, until such time as VTA provides notification that the economic sanctions have been lifted and reports are no longer required.

   **Yes ☐ No ☐ Not Applicable ■**

## 5.0 California Air Resources Board Certification

*Instructions: Proposer to complete.*

Proposer certifies that pursuant to section 2449(i) of Title 13, California Code of Regulations:

☐ A Certificate of Reported Compliance is not required.

☐ A Certificate of Reported Compliance is required and has or will be provided to VTA in accordance with the Request for Proposal.

☑ Not applicable.

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

A full explanation of all "No" answers shall be provided below.

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The Proposer/Proposer Member/Subcontractor hereby declares under the penalty of perjury under the laws of the State of California that the certifications made above in No. 1 - 4 and the explanation given for any "No" answers are true and correct.

Executed on 1/9/2026 [***insert date***] at Savannah [***insert City***], GA [***insert State***]

Edward J. Cording, Geotechnical Consultant

**Name and title**



**Signature of Proposer's Representative** (or authorized representative)/ Proposer Member Representative (or authorized representative of the Proposer Member)/ Subcontractor (or authorized representative of the Subcontractor).

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

# PROPOSAL FORM 12: GENERAL CERTIFICATIONS

*Instructions: Complete for (1) the Proposer (executed by the Proposer's Representative) and (2) if the Proposer is a joint venture or partnership, a separate form for each Proposer Member (executed by the authorized representative of that Proposer Member) (if applicable) and (3) a separate form for each first-tier Subcontractor (executed by the authorized representative of the subcontractor) (if applicable).*

**PROPOSER:** BSV Delivery Partners

**PROPOSER MEMBER (if applicable):** _____

**SUBCONTRACTOR (if applicable):** ELLE Consultants Incorpor

The Proposer, each Proposer Member (if applicable), and each first-tier Subcontractor (if applicable), shall respond in a separate form with either "Yes" or "No" to each of the following where indicated. If the Proposer's/Proposer Member's/Subcontractor's response is "No", a full explanation shall be provided in the space following the last item.

Note: Providing a false certification may result in civil penalties and sanctions.

## 1.0 CERTIFICATE OF NONDISCRIMINATION

Proposer/Subcontractor: ELLE Consultants Incorporated

The Proposer/Subcontractor hereby certifies: that it does not unlawfully discriminate against any employee or applicant for employment with regard to race, sex, color, religion, ancestry, national origin, marital status, age (over 40), or disability (including AIDS, and cancer-related medical conditions); that it is in compliance with all applicable Federal, state, and local directives and executive orders regarding nondiscrimination in employment; and that it agrees to pursue positively and aggressively the principle of equal opportunity in employment. The Proposer/Subcontractor and its subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (California Gov. Code Section 12900 et seq.) and the applicable regulations promulgated thereunder. The Proposer/Subcontractor agrees specifically to adhere to the following:

(a) State in all solicitations or advertisements for employees that the Proposer/Subcontractor will consider all qualified applicants for employment without regard to race, sex, color, religion, ancestry, national origin, marital status, age (over 40), or disability (including AIDS, and cancer-related medical conditions).

**Yes ■ No ☐ Not Applicable ☐**

## 2.0 WHISTLEBLOWER REQUIREMENTS

*Instructions: For Subcontractors, only complete for each first-tier Subcontractor proposing over $100,000.*

Proposer/Subcontractor: ELLE Consultants Incorporated

The Proposer/Subcontractor certifies that it will comply with, and take no action, or adopt any rule, regulation or policy which is contrary to, the provisions set forth in California Labor Code Section 1101 et seq.

**Yes ■ No ☐ Not Applicable ☐**

## 3.0 IRAN CONTRACTING CERTIFICATION

*Instructions: Complete for projects valued at $1,000,000 or more.*

Proposer/Proposer Member/Subcontractor: ELLE Consultants Incorporated

Section 2200 et seq. of the California Public Contract Code (CPCC) prohibits a person from submitting a Proposal for a contract with a public entity for goods and services of $1,000,000 or more if that person is identified on a list created by the Department of General Services (DGS) pursuant to CPCC Section 2203(b). The list will include persons providing goods or services of $20,000,000 or more in the energy sector of Iran and financial institutions that extend $20,000,000 or more in credit to a person that will use the credit to provide goods or services in the energy sector in Iran. DGS is required to provide notification to each person that it intends to include on the list at least 90 days before adding the person to the list.

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

In accordance with CPCC Section 2204, the undersigned hereby certifies that:

It is not identified on a list created pursuant to CPCC Section 2203(b) as a person engaging in investment activities in Iran described in CPCC Section 2202.5(a), or as a person described in CPCC Section 2202.5(b), as applicable; or, it is on such a list but has received permission pursuant to CPCC Section 2203(c) or (d) to submit an Offer for [Project Name] Project.

**Yes ■ No ☐ Not Applicable ☐**

## 4.0 RUSSIA-UKRAINE CERTIFICATION

*Instructions: Complete for projects valued at $5,000,000 or more. For Subcontractors, only complete for each first-tier Subcontractor proposing over $1,000,000.*

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding steps to be taken by State agencies and grantees in response to Russian aggression in Ukraine. The EO is located at https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf.

This Certification serves as a notice to the Proposer that the EO imposes certain economic sanctions on contractors doing business in Russia as described in the EO, with reference to certain federal executive orders and the information available on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). The Proposer's failure to comply with the EO requirements may result in rejection of the Offer or termination of the Contract.

In accordance with Executive Order N-6-22, issued on March 4, 2022, by Governor Gavin Newsom, the undersigned hereby certifies on behalf of the entity identified below that:

1. It is in compliance with, and shall continue to comply with, economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under California law.

   **Yes ■ No ☐ Not Applicable ☐**

2. It has taken the following steps to assure compliance with the above-described economic sanctions [*describe measures taken, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine*]:

   _____
   _____.

3. It has obtained similar certifications from its Subcontractors anticipated to enter into Subcontracts valued in excess of $1,000,000.

   **Yes ☐ No ☐ Not Applicable ■**

4. It shall promptly notify VTA if becomes aware of any noncompliance with respect to itself or any of its Subcontractors, and shall provide quarterly reports to VTA regarding steps it has taken to assure compliance with the above-described economic sanctions, until such time as VTA provides notification that the economic sanctions have been lifted and reports are no longer required.

   **Yes ■ No ☐ Not Applicable ☐**

## 5.0 California Air Resources Board Certification

*Instructions: Proposer to complete.*

Proposer certifies that pursuant to section 2449(i) of Title 13, California Code of Regulations:

☑ A Certificate of Reported Compliance is not required.

☐ A Certificate of Reported Compliance is required and has or will be provided to VTA in accordance with the Request for Proposal.

☐ Not applicable.

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

A full explanation of all "No" answers shall be provided below.

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The Proposer/Proposer Member/Subcontractor hereby declares under the penalty of perjury under the laws of the State of California that the certifications made above in No. 1 - 4 and the explanation given for any "No" answers are true and correct.

Executed on 01/09/2026 [***insert date***] at Sacramento [***insert City***], California [***insert State***]

Daniel Badelita, President

**Name and title**



**Signature of Proposer's Representative** (or authorized representative)/ Proposer Member Representative (or authorized representative of the Proposer Member)/ Subcontractor (or authorized representative of the Subcontractor).

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

# PROPOSAL FORM 12: GENERAL CERTIFICATIONS

*Instructions: Complete for (1) the Proposer (executed by the Proposer's Representative) and (2) if the Proposer is a joint venture or partnership, a separate form for each Proposer Member (executed by the authorized representative of that Proposer Member) (if applicable) and (3) a separate form for each first-tier Subcontractor (executed by the authorized representative of the subcontractor) (if applicable).*

**PROPOSER:** BSV Delivery Partners

**PROPOSER MEMBER (if applicable):** _____

**SUBCONTRACTOR (if applicable):** EPC Consultants, Inc.

The Proposer, each Proposer Member (if applicable), and each first-tier Subcontractor (if applicable), shall respond in a separate form with either "Yes" or "No" to each of the following where indicated. If the Proposer's/Proposer Member's/Subcontractor's response is "No", a full explanation shall be provided in the space following the last item.

Note: Providing a false certification may result in civil penalties and sanctions.

## 1.0 CERTIFICATE OF NONDISCRIMINATION

Proposer/Subcontractor: EPC Consultants, Inc.

The Proposer/Subcontractor hereby certifies: that it does not unlawfully discriminate against any employee or applicant for employment with regard to race, sex, color, religion, ancestry, national origin, marital status, age (over 40), or disability (including AIDS, and cancer-related medical conditions); that it is in compliance with all applicable Federal, state, and local directives and executive orders regarding nondiscrimination in employment; and that it agrees to pursue positively and aggressively the principle of equal opportunity in employment. The Proposer/Subcontractor and its subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (California Gov. Code Section 12900 et seq.) and the applicable regulations promulgated thereunder. The Proposer/Subcontractor agrees specifically to adhere to the following:

(a) State in all solicitations or advertisements for employees that the Proposer/Subcontractor will consider all qualified applicants for employment without regard to race, sex, color, religion, ancestry, national origin, marital status, age (over 40), or disability (including AIDS, and cancer-related medical conditions).

**Yes ■ No ☐ Not Applicable ☐**

## 2.0 WHISTLEBLOWER REQUIREMENTS

*Instructions: For Subcontractors, only complete for each first-tier Subcontractor proposing over $100,000.*

Proposer/Subcontractor: EPC Consultants, Inc.

The Proposer/Subcontractor certifies that it will comply with, and take no action, or adopt any rule, regulation or policy which is contrary to, the provisions set forth in California Labor Code Section 1101 et seq.

**Yes ■ No ☐ Not Applicable ☐**

## 3.0 IRAN CONTRACTING CERTIFICATION

*Instructions: Complete for projects valued at $1,000,000 or more.*

Proposer/Proposer Member/Subcontractor: EPC Consultants, Inc.

Section 2200 et seq. of the California Public Contract Code (CPCC) prohibits a person from submitting a Proposal for a contract with a public entity for goods and services of $1,000,000 or more if that person is identified on a list created by the Department of General Services (DGS) pursuant to CPCC Section 2203(b). The list will include persons providing goods or services of $20,000,000 or more in the energy sector of Iran and financial institutions that extend $20,000,000 or more in credit to a person that will use the credit to provide goods or services in the energy sector in Iran. DGS is required to provide notification to each person that it intends to include on the list at least 90 days before adding the person to the list.

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

In accordance with CPCC Section 2204, the undersigned hereby certifies that:

It is not identified on a list created pursuant to CPCC Section 2203(b) as a person engaging in investment activities in Iran described in CPCC Section 2202.5(a), or as a person described in CPCC Section 2202.5(b), as applicable; or, it is on such a list but has received permission pursuant to CPCC Section 2203(c) or (d) to submit an Offer for [Project Name] Project.

**Yes ■ No ☐ Not Applicable ☐**

## 4.0 RUSSIA-UKRAINE CERTIFICATION

*Instructions: Complete for projects valued at $5,000,000 or more. For Subcontractors, only complete for each first-tier Subcontractor proposing over $1,000,000.*

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding steps to be taken by State agencies and grantees in response to Russian aggression in Ukraine. The EO is located at https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf.

This Certification serves as a notice to the Proposer that the EO imposes certain economic sanctions on contractors doing business in Russia as described in the EO, with reference to certain federal executive orders and the information available on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). The Proposer's failure to comply with the EO requirements may result in rejection of the Offer or termination of the Contract.

In accordance with Executive Order N-6-22, issued on March 4, 2022, by Governor Gavin Newsom, the undersigned hereby certifies on behalf of the entity identified below that:

1. It is in compliance with, and shall continue to comply with, economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under California law.

   **Yes ■ No ☐ Not Applicable ☐**

2. It has taken the following steps to assure compliance with the above-described economic sanctions [*describe measures taken, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine*]:

   EPC does not invest in or engage in financial transactions with Russian entities. EPC does not transfer technology to Russia or Russian entities.

3. It has obtained similar certifications from its Subcontractors anticipated to enter into Subcontracts valued in excess of $1,000,000.

   **Yes ■ No ☐ Not Applicable ☐**

4. It shall promptly notify VTA if becomes aware of any noncompliance with respect to itself or any of its Subcontractors, and shall provide quarterly reports to VTA regarding steps it has taken to assure compliance with the above-described economic sanctions, until such time as VTA provides notification that the economic sanctions have been lifted and reports are no longer required.

   **Yes ■ No ☐ Not Applicable ☐**

## 5.0 California Air Resources Board Certification

*Instructions: Proposer to complete.*

Proposer certifies that pursuant to section 2449(i) of Title 13, California Code of Regulations:

☐ A Certificate of Reported Compliance is not required.

☐ A Certificate of Reported Compliance is required and has or will be provided to VTA in accordance with the Request for Proposal.

☑ Not applicable.

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

A full explanation of all "No" answers shall be provided below.

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The Proposer/Proposer Member/Subcontractor hereby declares under the penalty of perjury under the laws of the State of California that the certifications made above in No. 1 - 4 and the explanation given for any "No" answers are true and correct.

Executed on January 9, 2( [*insert date*] at San Francisco [*insert City*], CA [*insert State*]

Steve Wang, Managing Principal

**Name and title**

**Signature of Proposer's Representative** (or authorized representative)/ Proposer Member Representative (or authorized representative of the Proposer Member)/ Subcontractor (or authorized representative of the Subcontractor).

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

# PROPOSAL FORM 12: GENERAL CERTIFICATIONS

*Instructions: Complete for (1) the Proposer (executed by the Proposer's Representative) and (2) if the Proposer is a joint venture or partnership, a separate form for each Proposer Member (executed by the authorized representative of that Proposer Member) (if applicable) and (3) a separate form for each first-tier Subcontractor (executed by the authorized representative of the subcontractor) (if applicable).*

**PROPOSER:** BSV Delivery Partners

**PROPOSER MEMBER (if applicable):** Gregg Korbin

**SUBCONTRACTOR (if applicable):** Gregg Korbin

The Proposer, each Proposer Member (if applicable), and each first-tier Subcontractor (if applicable), shall respond in a separate form with either "Yes" or "No" to each of the following where indicated. If the Proposer's/Proposer Member's/Subcontractor's response is "No", a full explanation shall be provided in the space following the last item.

Note: Providing a false certification may result in civil penalties and sanctions.

## 1.0 CERTIFICATE OF NONDISCRIMINATION

Proposer/Subcontractor: Gregg Korbin

The Proposer/Subcontractor hereby certifies: that it does not unlawfully discriminate against any employee or applicant for employment with regard to race, sex, color, religion, ancestry, national origin, marital status, age (over 40), or disability (including AIDS, and cancer-related medical conditions); that it is in compliance with all applicable Federal, state, and local directives and executive orders regarding nondiscrimination in employment; and that it agrees to pursue positively and aggressively the principle of equal opportunity in employment. The Proposer/Subcontractor and its subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (California Gov. Code Section 12900 et seq.) and the applicable regulations promulgated thereunder. The Proposer/Subcontractor agrees specifically to adhere to the following:

(a) State in all solicitations or advertisements for employees that the Proposer/Subcontractor will consider all qualified applicants for employment without regard to race, sex, color, religion, ancestry, national origin, marital status, age (over 40), or disability (including AIDS, and cancer-related medical conditions).

**Yes ☐ No ☐ Not Applicable ■**

## 2.0 WHISTLEBLOWER REQUIREMENTS

*Instructions: For Subcontractors, only complete for each first-tier Subcontractor proposing over $100,000.*

Proposer/Subcontractor: Gregg Korbin

The Proposer/Subcontractor certifies that it will comply with, and take no action, or adopt any rule, regulation or policy which is contrary to, the provisions set forth in California Labor Code Section 1101 et seq.

**Yes ☐ No ☐ Not Applicable ■**

## 3.0 IRAN CONTRACTING CERTIFICATION

*Instructions: Complete for projects valued at $1,000,000 or more.*

Proposer/Proposer Member/Subcontractor: Gregg Korbin

Section 2200 et seq. of the California Public Contract Code (CPCC) prohibits a person from submitting a Proposal for a contract with a public entity for goods and services of $1,000,000 or more if that person is identified on a list created by the Department of General Services (DGS) pursuant to CPCC Section 2203(b). The list will include persons providing goods or services of $20,000,000 or more in the energy sector of Iran and financial institutions that extend $20,000,000 or more in credit to a person that will use the credit to provide goods or services in the energy sector in Iran. DGS is required to provide notification to each person that it intends to include on the list at least 90 days before adding the person to the list.

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

In accordance with CPCC Section 2204, the undersigned hereby certifies that:

It is not identified on a list created pursuant to CPCC Section 2203(b) as a person engaging in investment activities in Iran described in CPCC Section 2202.5(a), or as a person described in CPCC Section 2202.5(b), as applicable; or, it is on such a list but has received permission pursuant to CPCC Section 2203(c) or (d) to submit an Offer for [Project Name] Project.

**Yes ☐ No ☐ Not Applicable ■**

## 4.0 RUSSIA-UKRAINE CERTIFICATION

*Instructions: Complete for projects valued at $5,000,000 or more. For Subcontractors, only complete for each first-tier Subcontractor proposing over $1,000,000.*

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding steps to be taken by State agencies and grantees in response to Russian aggression in Ukraine. The EO is located at https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf.

This Certification serves as a notice to the Proposer that the EO imposes certain economic sanctions on contractors doing business in Russia as described in the EO, with reference to certain federal executive orders and the information available on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). The Proposer's failure to comply with the EO requirements may result in rejection of the Offer or termination of the Contract.

In accordance with Executive Order N-6-22, issued on March 4, 2022, by Governor Gavin Newsom, the undersigned hereby certifies on behalf of the entity identified below that:

1. It is in compliance with, and shall continue to comply with, economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under California law.

   **Yes ☐ No ☐ Not Applicable ■**

2. It has taken the following steps to assure compliance with the above-described economic sanctions [*describe measures taken, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine*]:

   _____

   _____.

3. It has obtained similar certifications from its Subcontractors anticipated to enter into Subcontracts valued in excess of $1,000,000.

   **Yes ☐ No ☐ Not Applicable ■**

4. It shall promptly notify VTA if becomes aware of any noncompliance with respect to itself or any of its Subcontractors, and shall provide quarterly reports to VTA regarding steps it has taken to assure compliance with the above-described economic sanctions, until such time as VTA provides notification that the economic sanctions have been lifted and reports are no longer required.

   **Yes ☐ No ☐ Not Applicable ■**

## 5.0 California Air Resources Board Certification

*Instructions: Proposer to complete.*

Proposer certifies that pursuant to section 2449(i) of Title 13, California Code of Regulations:

☐ A Certificate of Reported Compliance is not required.

☐ A Certificate of Reported Compliance is required and has or will be provided to VTA in accordance with the Request for Proposal.

☑ Not applicable.

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

A full explanation of all "No" answers shall be provided below.

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The Proposer/Proposer Member/Subcontractor hereby declares under the penalty of perjury under the laws of the State of California that the certifications made above in No. 1 - 4 and the explanation given for any "No" answers are true and correct.

Executed on 1/9/26 [*insert date*] at Lafayette [*insert City*], CA [*insert State*]

Gregg Korbin / Geotechnical Consultant

**Name and title**

**Signature of Proposer's Representative** (or authorized representative)/ Proposer Member Representative (or authorized representative of the Proposer Member)/ Subcontractor (or authorized representative of the Subcontractor).

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

# PROPOSAL FORM 12: GENERAL CERTIFICATIONS

*Instructions: Complete for (1) the Proposer (executed by the Proposer's Representative) and (2) if the Proposer is a joint venture or partnership, a separate form for each Proposer Member (executed by the authorized representative of that Proposer Member) (if applicable) and (3) a separate form for each first-tier Subcontractor (executed by the authorized representative of the subcontractor) (if applicable).*

**PROPOSER:** BSV Delivery Partners

**PROPOSER MEMBER (if applicable):** _____

**SUBCONTRACTOR (if applicable):** Hollins Consulting, Inc.

The Proposer, each Proposer Member (if applicable), and each first-tier Subcontractor (if applicable), shall respond in a separate form with either "Yes" or "No" to each of the following where indicated. If the Proposer's/Proposer Member's/Subcontractor's response is "No", a full explanation shall be provided in the space following the last item.

Note: Providing a false certification may result in civil penalties and sanctions.

## 1.0 CERTIFICATE OF NONDISCRIMINATION

Proposer/Subcontractor: Hollins Consulting, Inc.

The Proposer/Subcontractor hereby certifies: that it does not unlawfully discriminate against any employee or applicant for employment with regard to race, sex, color, religion, ancestry, national origin, marital status, age (over 40), or disability (including AIDS, and cancer-related medical conditions); that it is in compliance with all applicable Federal, state, and local directives and executive orders regarding nondiscrimination in employment; and that it agrees to pursue positively and aggressively the principle of equal opportunity in employment. The Proposer/Subcontractor and its subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (California Gov. Code Section 12900 et seq.) and the applicable regulations promulgated thereunder. The Proposer/Subcontractor agrees specifically to adhere to the following:

(a) State in all solicitations or advertisements for employees that the Proposer/Subcontractor will consider all qualified applicants for employment without regard to race, sex, color, religion, ancestry, national origin, marital status, age (over 40), or disability (including AIDS, and cancer-related medical conditions).

**Yes ■ No ☐ Not Applicable ☐**

## 2.0 WHISTLEBLOWER REQUIREMENTS

*Instructions: For Subcontractors, only complete for each first-tier Subcontractor proposing over $100,000.*

Proposer/Subcontractor: Hollins Consulting, Inc.

The Proposer/Subcontractor certifies that it will comply with, and take no action, or adopt any rule, regulation or policy which is contrary to, the provisions set forth in California Labor Code Section 1101 et seq.

**Yes ■ No ☐ Not Applicable ☐**

## 3.0 IRAN CONTRACTING CERTIFICATION

*Instructions: Complete for projects valued at $1,000,000 or more.*

Proposer/Proposer Member/Subcontractor: Hollins Consulting, Inc.

Section 2200 et seq. of the California Public Contract Code (CPCC) prohibits a person from submitting a Proposal for a contract with a public entity for goods and services of $1,000,000 or more if that person is identified on a list created by the Department of General Services (DGS) pursuant to CPCC Section 2203(b). The list will include persons providing goods or services of $20,000,000 or more in the energy sector of Iran and financial institutions that extend $20,000,000 or more in credit to a person that will use the credit to provide goods or services in the energy sector in Iran. DGS is required to provide notification to each person that it intends to include on the list at least 90 days before adding the person to the list.

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

In accordance with CPCC Section 2204, the undersigned hereby certifies that:

It is not identified on a list created pursuant to CPCC Section 2203(b) as a person engaging in investment activities in Iran described in CPCC Section 2202.5(a), or as a person described in CPCC Section 2202.5(b), as applicable; or, it is on such a list but has received permission pursuant to CPCC Section 2203(c) or (d) to submit an Offer for [Project Name] Project.

**Yes ☐ No ☐ Not Applicable ■**

## 4.0 RUSSIA-UKRAINE CERTIFICATION

*Instructions: Complete for projects valued at $5,000,000 or more. For Subcontractors, only complete for each first-tier Subcontractor proposing over $1,000,000.*

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding steps to be taken by State agencies and grantees in response to Russian aggression in Ukraine. The EO is located at https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf.

This Certification serves as a notice to the Proposer that the EO imposes certain economic sanctions on contractors doing business in Russia as described in the EO, with reference to certain federal executive orders and the information available on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). The Proposer's failure to comply with the EO requirements may result in rejection of the Offer or termination of the Contract.

In accordance with Executive Order N-6-22, issued on March 4, 2022, by Governor Gavin Newsom, the undersigned hereby certifies on behalf of the entity identified below that:

1. It is in compliance with, and shall continue to comply with, economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under California law.

   **Yes ☐ No ☐ Not Applicable ■**

2. It has taken the following steps to assure compliance with the above-described economic sanctions [*describe measures taken, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine*]:

   _____
   _____.

3. It has obtained similar certifications from its Subcontractors anticipated to enter into Subcontracts valued in excess of $1,000,000.

   **Yes ☐ No ☐ Not Applicable ■**

4. It shall promptly notify VTA if becomes aware of any noncompliance with respect to itself or any of its Subcontractors, and shall provide quarterly reports to VTA regarding steps it has taken to assure compliance with the above-described economic sanctions, until such time as VTA provides notification that the economic sanctions have been lifted and reports are no longer required.

   **Yes ■ No ☐ Not Applicable ☐**

## 5.0 California Air Resources Board Certification

*Instructions: Proposer to complete.*

Proposer certifies that pursuant to section 2449(i) of Title 13, California Code of Regulations:

☑ A Certificate of Reported Compliance is not required.

☐ A Certificate of Reported Compliance is required and has or will be provided to VTA in accordance with the Request for Proposal.

☐ Not applicable.

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

A full explanation of all "No" answers shall be provided below.

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The Proposer/Proposer Member/Subcontractor hereby declares under the penalty of perjury under the laws of the State of California that the certifications made above in No. 1 - 4 and the explanation given for any "No" answers are true and correct.

Executed on 1/9/26 [*insert date*] at San Francisco [*insert City*], CA [*insert State*]

Guy Hollins - President/CEO

**Name and title**

**Signature of Proposer's Representative** (or authorized representative)/ Proposer Member Representative (or authorized representative of the Proposer Member)/ Subcontractor (or authorized representative of the Subcontractor).

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

# PROPOSAL FORM 12: GENERAL CERTIFICATIONS

*Instructions: Complete for (1) the Proposer (executed by the Proposer's Representative) and (2) if the Proposer is a joint venture or partnership, a separate form for each Proposer Member (executed by the authorized representative of that Proposer Member) (if applicable) and (3) a separate form for each first-tier Subcontractor (executed by the authorized representative of the subcontractor) (if applicable).*

**PROPOSER:** BSV Delivery Partners

**PROPOSER MEMBER (if applicable):** _____

**SUBCONTRACTOR (if applicable):** Intueor Consulting Inc.,

The Proposer, each Proposer Member (if applicable), and each first-tier Subcontractor (if applicable), shall respond in a separate form with either "Yes" or "No" to each of the following where indicated. If the Proposer's/Proposer Member's/Subcontractor's response is "No", a full explanation shall be provided in the space following the last item.

Note: Providing a false certification may result in civil penalties and sanctions.

## 1.0 CERTIFICATE OF NONDISCRIMINATION

Proposer/Subcontractor: Intueor Consulting Inc.,

The Proposer/Subcontractor hereby certifies: that it does not unlawfully discriminate against any employee or applicant for employment with regard to race, sex, color, religion, ancestry, national origin, marital status, age (over 40), or disability (including AIDS, and cancer-related medical conditions); that it is in compliance with all applicable Federal, state, and local directives and executive orders regarding nondiscrimination in employment; and that it agrees to pursue positively and aggressively the principle of equal opportunity in employment. The Proposer/Subcontractor and its subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (California Gov. Code Section 12900 et seq.) and the applicable regulations promulgated thereunder. The Proposer/Subcontractor agrees specifically to adhere to the following:

(a) State in all solicitations or advertisements for employees that the Proposer/Subcontractor will consider all qualified applicants for employment without regard to race, sex, color, religion, ancestry, national origin, marital status, age (over 40), or disability (including AIDS, and cancer-related medical conditions).

**Yes ■ No ☐ Not Applicable ☐**

## 2.0 WHISTLEBLOWER REQUIREMENTS

*Instructions: For Subcontractors, only complete for each first-tier Subcontractor proposing over $100,000.*

Proposer/Subcontractor: Intueor Consulting Inc.,

The Proposer/Subcontractor certifies that it will comply with, and take no action, or adopt any rule, regulation or policy which is contrary to, the provisions set forth in California Labor Code Section 1101 et seq.

**Yes ■ No ☐ Not Applicable ☐**

## 3.0 IRAN CONTRACTING CERTIFICATION

*Instructions: Complete for projects valued at $1,000,000 or more.*

Proposer/Proposer Member/Subcontractor: Intueor Consulting Inc.

Section 2200 et seq. of the California Public Contract Code (CPCC) prohibits a person from submitting a Proposal for a contract with a public entity for goods and services of $1,000,000 or more if that person is identified on a list created by the Department of General Services (DGS) pursuant to CPCC Section 2203(b). The list will include persons providing goods or services of $20,000,000 or more in the energy sector of Iran and financial institutions that extend $20,000,000 or more in credit to a person that will use the credit to provide goods or services in the energy sector in Iran. DGS is required to provide notification to each person that it intends to include on the list at least 90 days before adding the person to the list.

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

In accordance with CPCC Section 2204, the undersigned hereby certifies that:

It is not identified on a list created pursuant to CPCC Section 2203(b) as a person engaging in investment activities in Iran described in CPCC Section 2202.5(a), or as a person described in CPCC Section 2202.5(b), as applicable; or, it is on such a list but has received permission pursuant to CPCC Section 2203(c) or (d) to submit an Offer for [Project Name] Project.

**Yes ■ No ☐ Not Applicable ☐**

## 4.0 RUSSIA-UKRAINE CERTIFICATION

*Instructions: Complete for projects valued at $5,000,000 or more. For Subcontractors, only complete for each first-tier Subcontractor proposing over $1,000,000.*

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding steps to be taken by State agencies and grantees in response to Russian aggression in Ukraine. The EO is located at https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf.

This Certification serves as a notice to the Proposer that the EO imposes certain economic sanctions on contractors doing business in Russia as described in the EO, with reference to certain federal executive orders and the information available on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). The Proposer's failure to comply with the EO requirements may result in rejection of the Offer or termination of the Contract.

In accordance with Executive Order N-6-22, issued on March 4, 2022, by Governor Gavin Newsom, the undersigned hereby certifies on behalf of the entity identified below that:

1. It is in compliance with, and shall continue to comply with, economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under California law.

   **Yes ■ No ☐ Not Applicable ☐**

2. It has taken the following steps to assure compliance with the above-described economic sanctions [*describe measures taken, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine*]:

   N/A _____

   _____.

3. It has obtained similar certifications from its Subcontractors anticipated to enter into Subcontracts valued in excess of $1,000,000.

   **Yes ☐ No ☐ Not Applicable ■**

4. It shall promptly notify VTA if becomes aware of any noncompliance with respect to itself or any of its Subcontractors, and shall provide quarterly reports to VTA regarding steps it has taken to assure compliance with the above-described economic sanctions, until such time as VTA provides notification that the economic sanctions have been lifted and reports are no longer required.

   **Yes ■ No ☐ Not Applicable ☐**

## 5.0 California Air Resources Board Certification

*Instructions: Proposer to complete.*

Proposer certifies that pursuant to section 2449(i) of Title 13, California Code of Regulations:

☐ A Certificate of Reported Compliance is not required.

☐ A Certificate of Reported Compliance is required and has or will be provided to VTA in accordance with the Request for Proposal.

☑ Not applicable.

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

A full explanation of all "No" answers shall be provided below.

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The Proposer/Proposer Member/Subcontractor hereby declares under the penalty of perjury under the laws of the State of California that the certifications made above in No. 1 - 4 and the explanation given for any "No" answers are true and correct.

Executed on 01/09/2026 [*insert date*] at Irvine [*insert City*], CA [*insert State*]

Vijay Mididaddi, Managing Partner

**Name and title**

**Signature of Proposer's Representative** (or authorized representative)/ Proposer Member Representative (or authorized representative of the Proposer Member)/ Subcontractor (or authorized representative of the Subcontractor).

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

# PROPOSAL FORM 12: GENERAL CERTIFICATIONS

*Instructions: Complete for (1) the Proposer (executed by the Proposer's Representative) and (2) if the Proposer is a joint venture or partnership, a separate form for each Proposer Member (executed by the authorized representative of that Proposer Member) (if applicable) and (3) a separate form for each first-tier Subcontractor (executed by the authorized representative of the subcontractor) (if applicable).*

**PROPOSER:** BSV Delivery Partners

**PROPOSER MEMBER (if applicable):** _____

**SUBCONTRACTOR (if applicable):** Jensen Hughes Inc.

The Proposer, each Proposer Member (if applicable), and each first-tier Subcontractor (if applicable), shall respond in a separate form with either "Yes" or "No" to each of the following where indicated. If the Proposer's/Proposer Member's/Subcontractor's response is "No", a full explanation shall be provided in the space following the last item.

Note: Providing a false certification may result in civil penalties and sanctions.

## 1.0 CERTIFICATE OF NONDISCRIMINATION

Proposer/Subcontractor: Jensen Hughes Inc.

The Proposer/Subcontractor hereby certifies: that it does not unlawfully discriminate against any employee or applicant for employment with regard to race, sex, color, religion, ancestry, national origin, marital status, age (over 40), or disability (including AIDS, and cancer-related medical conditions); that it is in compliance with all applicable Federal, state, and local directives and executive orders regarding nondiscrimination in employment; and that it agrees to pursue positively and aggressively the principle of equal opportunity in employment. The Proposer/Subcontractor and its subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (California Gov. Code Section 12900 et seq.) and the applicable regulations promulgated thereunder. The Proposer/Subcontractor agrees specifically to adhere to the following:

(a) State in all solicitations or advertisements for employees that the Proposer/Subcontractor will consider all qualified applicants for employment without regard to race, sex, color, religion, ancestry, national origin, marital status, age (over 40), or disability (including AIDS, and cancer-related medical conditions).

**Yes** ■ **No** ☐ **Not Applicable** ☐

## 2.0 WHISTLEBLOWER REQUIREMENTS

*Instructions: For Subcontractors, only complete for each first-tier Subcontractor proposing over $100,000.*

Proposer/Subcontractor: Jensen Hughes Inc.

The Proposer/Subcontractor certifies that it will comply with, and take no action, or adopt any rule, regulation or policy which is contrary to, the provisions set forth in California Labor Code Section 1101 et seq.

**Yes** ☐ **No** ☐ **Not Applicable** ■

## 3.0 IRAN CONTRACTING CERTIFICATION

*Instructions: Complete for projects valued at $1,000,000 or more.*

Proposer/Proposer Member/Subcontractor: Jensen Hughes Inc.

Section 2200 et seq. of the California Public Contract Code (CPCC) prohibits a person from submitting a Proposal for a contract with a public entity for goods and services of $1,000,000 or more if that person is identified on a list created by the Department of General Services (DGS) pursuant to CPCC Section 2203(b). The list will include persons providing goods or services of $20,000,000 or more in the energy sector of Iran and financial institutions that extend $20,000,000 or more in credit to a person that will use the credit to provide goods or services in the energy sector in Iran. DGS is required to provide notification to each person that it intends to include on the list at least 90 days before adding the person to the list.

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

In accordance with CPCC Section 2204, the undersigned hereby certifies that:

It is not identified on a list created pursuant to CPCC Section 2203(b) as a person engaging in investment activities in Iran described in CPCC Section 2202.5(a), or as a person described in CPCC Section 2202.5(b), as applicable; or, it is on such a list but has received permission pursuant to CPCC Section 2203(c) or (d) to submit an Offer for [Project Name] Project.

**Yes ☐ No ☐ Not Applicable ■**

## 4.0 RUSSIA-UKRAINE CERTIFICATION

*Instructions: Complete for projects valued at $5,000,000 or more. For Subcontractors, only complete for each first-tier Subcontractor proposing over $1,000,000.*

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding steps to be taken by State agencies and grantees in response to Russian aggression in Ukraine. The EO is located at https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf.

This Certification serves as a notice to the Proposer that the EO imposes certain economic sanctions on contractors doing business in Russia as described in the EO, with reference to certain federal executive orders and the information available on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). The Proposer's failure to comply with the EO requirements may result in rejection of the Offer or termination of the Contract.

In accordance with Executive Order N-6-22, issued on March 4, 2022, by Governor Gavin Newsom, the undersigned hereby certifies on behalf of the entity identified below that:

1. It is in compliance with, and shall continue to comply with, economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under California law.

   **Yes ☐ No ☐ Not Applicable ■**

2. It has taken the following steps to assure compliance with the above-described economic sanctions [*describe measures taken, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine*]:

   _____

   _____.

3. It has obtained similar certifications from its Subcontractors anticipated to enter into Subcontracts valued in excess of $1,000,000.

   **Yes ☐ No ☐ Not Applicable ■**

4. It shall promptly notify VTA if becomes aware of any noncompliance with respect to itself or any of its Subcontractors, and shall provide quarterly reports to VTA regarding steps it has taken to assure compliance with the above-described economic sanctions, until such time as VTA provides notification that the economic sanctions have been lifted and reports are no longer required.

   **Yes ☐ No ☐ Not Applicable ■**

## 5.0 California Air Resources Board Certification

*Instructions: Proposer to complete.*

Proposer certifies that pursuant to section 2449(i) of Title 13, California Code of Regulations:

☐ A Certificate of Reported Compliance is not required.

☐ A Certificate of Reported Compliance is required and has or will be provided to VTA in accordance with the Request for Proposal.

☑ Not applicable.

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

A full explanation of all "No" answers shall be provided below.

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The Proposer/Proposer Member/Subcontractor hereby declares under the penalty of perjury under the laws of the State of California that the certifications made above in No. 1 - 4 and the explanation given for any "No" answers are true and correct.

Executed on 1/9/2026 [*insert date*] at Seattle [*insert City*], WA [*insert State*]

Dina J. Wong - Secretary

**Name and title**

Dina J Wong

**Signature of Proposer's Representative** (or authorized representative)/ Proposer Member Representative (or authorized representative of the Proposer Member)/ Subcontractor (or authorized representative of the Subcontractor).

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

# PROPOSAL FORM 12: GENERAL CERTIFICATIONS

*Instructions: Complete for (1) the Proposer (executed by the Proposer's Representative) and (2) if the Proposer is a joint venture or partnership, a separate form for each Proposer Member (executed by the authorized representative of that Proposer Member) (if applicable) and (3) a separate form for each first-tier Subcontractor (executed by the authorized representative of the subcontractor) (if applicable).*

**PROPOSER:** BSV Delivery Partners

**PROPOSER MEMBER (if applicable):** _____

**SUBCONTRACTOR (if applicable):** Josephine's Professional S

The Proposer, each Proposer Member (if applicable), and each first-tier Subcontractor (if applicable), shall respond in a separate form with either "Yes" or "No" to each of the following where indicated. If the Proposer's/Proposer Member's/Subcontractor's response is "No", a full explanation shall be provided in the space following the last item.

Note: Providing a false certification may result in civil penalties and sanctions.

## 1.0 CERTIFICATE OF NONDISCRIMINATION

Proposer/Subcontractor: Josephine's Professional Staffing, Inc.

The Proposer/Subcontractor hereby certifies: that it does not unlawfully discriminate against any employee or applicant for employment with regard to race, sex, color, religion, ancestry, national origin, marital status, age (over 40), or disability (including AIDS, and cancer-related medical conditions); that it is in compliance with all applicable Federal, state, and local directives and executive orders regarding nondiscrimination in employment; and that it agrees to pursue positively and aggressively the principle of equal opportunity in employment. The Proposer/Subcontractor and its subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (California Gov. Code Section 12900 et seq.) and the applicable regulations promulgated thereunder. The Proposer/Subcontractor agrees specifically to adhere to the following:

(a) State in all solicitations or advertisements for employees that the Proposer/Subcontractor will consider all qualified applicants for employment without regard to race, sex, color, religion, ancestry, national origin, marital status, age (over 40), or disability (including AIDS, and cancer-related medical conditions).

**Yes** ■ **No** ☐ **Not Applicable** ☐

## 2.0 WHISTLEBLOWER REQUIREMENTS

*Instructions: For Subcontractors, only complete for each first-tier Subcontractor proposing over $100,000.*

Proposer/Subcontractor: Josephine's Professional Staffing, Inc.

The Proposer/Subcontractor certifies that it will comply with, and take no action, or adopt any rule, regulation or policy which is contrary to, the provisions set forth in California Labor Code Section 1101 et seq.

**Yes** ■ **No** ☐ **Not Applicable** ☐

## 3.0 IRAN CONTRACTING CERTIFICATION

*Instructions: Complete for projects valued at $1,000,000 or more.*

Proposer/Proposer Member/Subcontractor: Josephine's Professional Staffing, Inc.

Section 2200 et seq. of the California Public Contract Code (CPCC) prohibits a person from submitting a Proposal for a contract with a public entity for goods and services of $1,000,000 or more if that person is identified on a list created by the Department of General Services (DGS) pursuant to CPCC Section 2203(b). The list will include persons providing goods or services of $20,000,000 or more in the energy sector of Iran and financial institutions that extend $20,000,000 or more in credit to a person that will use the credit to provide goods or services in the energy sector in Iran. DGS is required to provide notification to each person that it intends to include on the list at least 90 days before adding the person to the list.

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

In accordance with CPCC Section 2204, the undersigned hereby certifies that:

It is not identified on a list created pursuant to CPCC Section 2203(b) as a person engaging in investment activities in Iran described in CPCC Section 2202.5(a), or as a person described in CPCC Section 2202.5(b), as applicable; or, it is on such a list but has received permission pursuant to CPCC Section 2203(c) or (d) to submit an Offer for [Project Name] Project.

**Yes ☐ No ☐ Not Applicable ■**

## 4.0 RUSSIA-UKRAINE CERTIFICATION

*Instructions: Complete for projects valued at $5,000,000 or more. For Subcontractors, only complete for each first-tier Subcontractor proposing over $1,000,000.*

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding steps to be taken by State agencies and grantees in response to Russian aggression in Ukraine. The EO is located at https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf.

This Certification serves as a notice to the Proposer that the EO imposes certain economic sanctions on contractors doing business in Russia as described in the EO, with reference to certain federal executive orders and the information available on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). The Proposer's failure to comply with the EO requirements may result in rejection of the Offer or termination of the Contract.

In accordance with Executive Order N-6-22, issued on March 4, 2022, by Governor Gavin Newsom, the undersigned hereby certifies on behalf of the entity identified below that:

1. It is in compliance with, and shall continue to comply with, economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under California law.

   **Yes ☐ No ☐ Not Applicable ■**

2. It has taken the following steps to assure compliance with the above-described economic sanctions [*describe measures taken, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine*]:

   _____

   _____

3. It has obtained similar certifications from its Subcontractors anticipated to enter into Subcontracts valued in excess of $1,000,000.

   **Yes ☐ No ☐ Not Applicable ■**

4. It shall promptly notify VTA if becomes aware of any noncompliance with respect to itself or any of its Subcontractors, and shall provide quarterly reports to VTA regarding steps it has taken to assure compliance with the above-described economic sanctions, until such time as VTA provides notification that the economic sanctions have been lifted and reports are no longer required.

   **Yes ■ No ☐ Not Applicable ☐**

## 5.0 California Air Resources Board Certification

*Instructions: Proposer to complete.*

Proposer certifies that pursuant to section 2449(i) of Title 13, California Code of Regulations:

☐ A Certificate of Reported Compliance is not required.

☐ A Certificate of Reported Compliance is required and has or will be provided to VTA in accordance with the Request for Proposal.

☒ Not applicable.

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

A full explanation of all "No" answers shall be provided below.

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The Proposer/Proposer Member/Subcontractor hereby declares under the penalty of perjury under the laws of the State of California that the certifications made above in No. 1 - 4 and the explanation given for any "No" answers are true and correct.

Executed on December [*insert date*] at 22, 2025 [*insert City*], San Jose [*insert State*]
California

**Name and title**

Josephine T. Hughes - CEO

Josephine's Professional Staffing Inc.

**Signature of Proposer's Representative** (or authorized representative)/ Proposer Member Representative (or authorized representative of the Proposer Member)/ Subcontractor (or authorized representative of the Subcontractor).

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

# PROPOSAL FORM 12: GENERAL CERTIFICATIONS

*Instructions: Complete for (1) the Proposer (executed by the Proposer's Representative) and (2) if the Proposer is a joint venture or partnership, a separate form for each Proposer Member (executed by the authorized representative of that Proposer Member) (if applicable) and (3) a separate form for each first-tier Subcontractor (executed by the authorized representative of the subcontractor) (if applicable).*

**PROPOSER:** BSV Delivery Partners

**PROPOSER MEMBER (if applicable):** _____

**SUBCONTRACTOR (if applicable):** Keish Inc

The Proposer, each Proposer Member (if applicable), and each first-tier Subcontractor (if applicable), shall respond in a separate form with either "Yes" or "No" to each of the following where indicated. If the Proposer's/Proposer Member's/Subcontractor's response is "No", a full explanation shall be provided in the space following the last item.

Note: Providing a false certification may result in civil penalties and sanctions.

## 1.0 CERTIFICATE OF NONDISCRIMINATION

Proposer/Subcontractor: Keish Inc

The Proposer/Subcontractor hereby certifies: that it does not unlawfully discriminate against any employee or applicant for employment with regard to race, sex, color, religion, ancestry, national origin, marital status, age (over 40), or disability (including AIDS, and cancer-related medical conditions); that it is in compliance with all applicable Federal, state, and local directives and executive orders regarding nondiscrimination in employment; and that it agrees to pursue positively and aggressively the principle of equal opportunity in employment. The Proposer/Subcontractor and its subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (California Gov. Code Section 12900 et seq.) and the applicable regulations promulgated thereunder. The Proposer/Subcontractor agrees specifically to adhere to the following:

(a) State in all solicitations or advertisements for employees that the Proposer/Subcontractor will consider all qualified applicants for employment without regard to race, sex, color, religion, ancestry, national origin, marital status, age (over 40), or disability (including AIDS, and cancer-related medical conditions).

**Yes ■ No ☐ Not Applicable ☐**

## 2.0 WHISTLEBLOWER REQUIREMENTS

*Instructions: For Subcontractors, only complete for each first-tier Subcontractor proposing over $100,000.*

Proposer/Subcontractor: Keish Inc

The Proposer/Subcontractor certifies that it will comply with, and take no action, or adopt any rule, regulation or policy which is contrary to, the provisions set forth in California Labor Code Section 1101 et seq.

**Yes ■ No ☐ Not Applicable ☐**

## 3.0 IRAN CONTRACTING CERTIFICATION

*Instructions: Complete for projects valued at $1,000,000 or more.*

Proposer/Proposer Member/Subcontractor: Keish Inc

Section 2200 et seq. of the California Public Contract Code (CPCC) prohibits a person from submitting a Proposal for a contract with a public entity for goods and services of $1,000,000 or more if that person is identified on a list created by the Department of General Services (DGS) pursuant to CPCC Section 2203(b). The list will include persons providing goods or services of $20,000,000 or more in the energy sector of Iran and financial institutions that extend $20,000,000 or more in credit to a person that will use the credit to provide goods or services in the energy sector in Iran. DGS is required to provide notification to each person that it intends to include on the list at least 90 days before adding the person to the list.

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

In accordance with CPCC Section 2204, the undersigned hereby certifies that:

It is not identified on a list created pursuant to CPCC Section 2203(b) as a person engaging in investment activities in Iran described in CPCC Section 2202.5(a), or as a person described in CPCC Section 2202.5(b), as applicable; or, it is on such a list but has received permission pursuant to CPCC Section 2203(c) or (d) to submit an Offer for [Project Name] Project.

**Yes ■ No ☐ Not Applicable ☐**

## 4.0 RUSSIA-UKRAINE CERTIFICATION

*Instructions: Complete for projects valued at $5,000,000 or more. For Subcontractors, only complete for each first-tier Subcontractor proposing over $1,000,000.*

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding steps to be taken by State agencies and grantees in response to Russian aggression in Ukraine. The EO is located at https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf.

This Certification serves as a notice to the Proposer that the EO imposes certain economic sanctions on contractors doing business in Russia as described in the EO, with reference to certain federal executive orders and the information available on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). The Proposer's failure to comply with the EO requirements may result in rejection of the Offer or termination of the Contract.

In accordance with Executive Order N-6-22, issued on March 4, 2022, by Governor Gavin Newsom, the undersigned hereby certifies on behalf of the entity identified below that:

1. It is in compliance with, and shall continue to comply with, economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under California law.

   **Yes ■ No ☐ Not Applicable ☐**

2. It has taken the following steps to assure compliance with the above-described economic sanctions [*describe measures taken, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine*]:

   _____
   _____.

3. It has obtained similar certifications from its Subcontractors anticipated to enter into Subcontracts valued in excess of $1,000,000.

   **Yes ☐ No ☐ Not Applicable ■**

4. It shall promptly notify VTA if becomes aware of any noncompliance with respect to itself or any of its Subcontractors, and shall provide quarterly reports to VTA regarding steps it has taken to assure compliance with the above-described economic sanctions, until such time as VTA provides notification that the economic sanctions have been lifted and reports are no longer required.

   **Yes ■ No ☐ Not Applicable ☐**

## 5.0 California Air Resources Board Certification

*Instructions: Proposer to complete.*

Proposer certifies that pursuant to section 2449(i) of Title 13, California Code of Regulations:

☐ A Certificate of Reported Compliance is not required.

☐ A Certificate of Reported Compliance is required and has or will be provided to VTA in accordance with the Request for Proposal.

☑ Not applicable.

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

A full explanation of all "No" answers shall be provided below.

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The Proposer/Proposer Member/Subcontractor hereby declares under the penalty of perjury under the laws of the State of California that the certifications made above in No. 1 - 4 and the explanation given for any "No" answers are true and correct.

Executed on 1/09/2026 [***insert date***] at San Jose [***insert City***], CA [***insert State***]

Rachael Keish, Chief Executive Officer

**Name and title**

Rachael R. Kish

**Signature of Proposer's Representative** (or authorized representative)/ Proposer Member Representative (or authorized representative of the Proposer Member)/ Subcontractor (or authorized representative of the Subcontractor).

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

# PROPOSAL FORM 12: GENERAL CERTIFICATIONS

*Instructions: Complete for (1) the Proposer (executed by the Proposer's Representative) and (2) if the Proposer is a joint venture or partnership, a separate form for each Proposer Member (executed by the authorized representative of that Proposer Member) (if applicable) and (3) a separate form for each first-tier Subcontractor (executed by the authorized representative of the subcontractor) (if applicable).*

**PROPOSER:** BSV Delivery Partners

**PROPOSER MEMBER (if applicable):** _____

**SUBCONTRACTOR (if applicable):** KivettConsult

The Proposer, each Proposer Member (if applicable), and each first-tier Subcontractor (if applicable), shall respond in a separate form with either "Yes" or "No" to each of the following where indicated. If the Proposer's/Proposer Member's/Subcontractor's response is "No", a full explanation shall be provided in the space following the last item.

Note: Providing a false certification may result in civil penalties and sanctions.

## 1.0 CERTIFICATE OF NONDISCRIMINATION

Proposer/Subcontractor: KivettConsult

The Proposer/Subcontractor hereby certifies: that it does not unlawfully discriminate against any employee or applicant for employment with regard to race, sex, color, religion, ancestry, national origin, marital status, age (over 40), or disability (including AIDS, and cancer-related medical conditions); that it is in compliance with all applicable Federal, state, and local directives and executive orders regarding nondiscrimination in employment; and that it agrees to pursue positively and aggressively the principle of equal opportunity in employment. The Proposer/Subcontractor and its subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (California Gov. Code Section 12900 et seq.) and the applicable regulations promulgated thereunder. The Proposer/Subcontractor agrees specifically to adhere to the following:

(a) State in all solicitations or advertisements for employees that the Proposer/Subcontractor will consider all qualified applicants for employment without regard to race, sex, color, religion, ancestry, national origin, marital status, age (over 40), or disability (including AIDS, and cancer-related medical conditions).

**Yes ☐ No ☐ Not Applicable ■**

## 2.0 WHISTLEBLOWER REQUIREMENTS

*Instructions: For Subcontractors, only complete for each first-tier Subcontractor proposing over $100,000.*

Proposer/Subcontractor: KivettConsult

The Proposer/Subcontractor certifies that it will comply with, and take no action, or adopt any rule, regulation or policy which is contrary to, the provisions set forth in California Labor Code Section 1101 et seq.

**Yes ■ No ☐ Not Applicable ☐**

## 3.0 IRAN CONTRACTING CERTIFICATION

*Instructions: Complete for projects valued at $1,000,000 or more.*

Proposer/Proposer Member/Subcontractor: KivettConsult

Section 2200 et seq. of the California Public Contract Code (CPCC) prohibits a person from submitting a Proposal for a contract with a public entity for goods and services of $1,000,000 or more if that person is identified on a list created by the Department of General Services (DGS) pursuant to CPCC Section 2203(b). The list will include persons providing goods or services of $20,000,000 or more in the energy sector of Iran and financial institutions that extend $20,000,000 or more in credit to a person that will use the credit to provide goods or services in the energy sector in Iran. DGS is required to provide notification to each person that it intends to include on the list at least 90 days before adding the person to the list.

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

In accordance with CPCC Section 2204, the undersigned hereby certifies that:

It is not identified on a list created pursuant to CPCC Section 2203(b) as a person engaging in investment activities in Iran described in CPCC Section 2202.5(a), or as a person described in CPCC Section 2202.5(b), as applicable; or, it is on such a list but has received permission pursuant to CPCC Section 2203(c) or (d) to submit an Offer for [Project Name] Project.

**Yes ☐ No ☐ Not Applicable ■**

## 4.0 RUSSIA-UKRAINE CERTIFICATION

*Instructions: Complete for projects valued at $5,000,000 or more. For Subcontractors, only complete for each first-tier Subcontractor proposing over $1,000,000.*

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding steps to be taken by State agencies and grantees in response to Russian aggression in Ukraine. The EO is located at https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf.

This Certification serves as a notice to the Proposer that the EO imposes certain economic sanctions on contractors doing business in Russia as described in the EO, with reference to certain federal executive orders and the information available on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). The Proposer's failure to comply with the EO requirements may result in rejection of the Offer or termination of the Contract.

In accordance with Executive Order N-6-22, issued on March 4, 2022, by Governor Gavin Newsom, the undersigned hereby certifies on behalf of the entity identified below that:

1. It is in compliance with, and shall continue to comply with, economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under California law.

   **Yes ☐ No ☐ Not Applicable ■**

2. It has taken the following steps to assure compliance with the above-described economic sanctions [*describe measures taken, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine*]:

   _____
   _____.

3. It has obtained similar certifications from its Subcontractors anticipated to enter into Subcontracts valued in excess of $1,000,000.

   **Yes ☐ No ☐ Not Applicable ■**

4. It shall promptly notify VTA if becomes aware of any noncompliance with respect to itself or any of its Subcontractors, and shall provide quarterly reports to VTA regarding steps it has taken to assure compliance with the above-described economic sanctions, until such time as VTA provides notification that the economic sanctions have been lifted and reports are no longer required.

   **Yes ☐ No ☐ Not Applicable ■**

## 5.0 California Air Resources Board Certification

*Instructions: Proposer to complete.*

Proposer certifies that pursuant to section 2449(i) of Title 13, California Code of Regulations:

☐ A Certificate of Reported Compliance is not required.

☐ A Certificate of Reported Compliance is required and has or will be provided to VTA in accordance with the Request for Proposal.

☑ Not applicable.

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

A full explanation of all "No" answers shall be provided below.

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The Proposer/Proposer Member/Subcontractor hereby declares under the penalty of perjury under the laws of the State of California that the certifications made above in No. 1 - 4 and the explanation given for any "No" answers are true and correct.

Executed on 1-13-2026 [***insert date***] at Chevy Chase [***insert City***], MD [***insert State***]

Hanan Kivett, Sole Proprietor

**Name and title**

HAKivett

**Signature of Proposer's Representative** (or authorized representative)/ Proposer Member Representative (or authorized representative of the Proposer Member)/ Subcontractor (or authorized representative of the Subcontractor).

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

# PROPOSAL FORM 12: GENERAL CERTIFICATIONS

*Instructions: Complete for (1) the Proposer (executed by the Proposer's Representative) and (2) if the Proposer is a joint venture or partnership, a separate form for each Proposer Member (executed by the authorized representative of that Proposer Member) (if applicable) and (3) a separate form for each first-tier Subcontractor (executed by the authorized representative of the subcontractor) (if applicable).*

**PROPOSER:** BSV Delivery Partners

**PROPOSER MEMBER (if applicable):** _____

**SUBCONTRACTOR (if applicable):** KTW Consulting

The Proposer, each Proposer Member (if applicable), and each first-tier Subcontractor (if applicable), shall respond in a separate form with either "Yes" or "No" to each of the following where indicated. If the Proposer's/Proposer Member's/Subcontractor's response is "No", a full explanation shall be provided in the space following the last item.

Note: Providing a false certification may result in civil penalties and sanctions.

## 1.0 CERTIFICATE OF NONDISCRIMINATION

Proposer/Subcontractor: KTW Consulting

The Proposer/Subcontractor hereby certifies: that it does not unlawfully discriminate against any employee or applicant for employment with regard to race, sex, color, religion, ancestry, national origin, marital status, age (over 40), or disability (including AIDS, and cancer-related medical conditions); that it is in compliance with all applicable Federal, state, and local directives and executive orders regarding nondiscrimination in employment; and that it agrees to pursue positively and aggressively the principle of equal opportunity in employment. The Proposer/Subcontractor and its subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (California Gov. Code Section 12900 et seq.) and the applicable regulations promulgated thereunder. The Proposer/Subcontractor agrees specifically to adhere to the following:

(a) State in all solicitations or advertisements for employees that the Proposer/Subcontractor will consider all qualified applicants for employment without regard to race, sex, color, religion, ancestry, national origin, marital status, age (over 40), or disability (including AIDS, and cancer-related medical conditions).

**Yes ■ No ☐ Not Applicable ☐**

## 2.0 WHISTLEBLOWER REQUIREMENTS

*Instructions: For Subcontractors, only complete for each first-tier Subcontractor proposing over $100,000.*

Proposer/Subcontractor: KTW Consulting

The Proposer/Subcontractor certifies that it will comply with, and take no action, or adopt any rule, regulation or policy which is contrary to, the provisions set forth in California Labor Code Section 1101 et seq.

**Yes ■ No ☐ Not Applicable ☐**

## 3.0 IRAN CONTRACTING CERTIFICATION

*Instructions: Complete for projects valued at $1,000,000 or more.*

Proposer/Proposer Member/Subcontractor: KTW Consulting (No work performed in Iran)

Section 2200 et seq. of the California Public Contract Code (CPCC) prohibits a person from submitting a Proposal for a contract with a public entity for goods and services of $1,000,000 or more if that person is identified on a list created by the Department of General Services (DGS) pursuant to CPCC Section 2203(b). The list will include persons providing goods or services of $20,000,000 or more in the energy sector of Iran and financial institutions that extend $20,000,000 or more in credit to a person that will use the credit to provide goods or services in the energy sector in Iran. DGS is required to provide notification to each person that it intends to include on the list at least 90 days before adding the person to the list.

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

In accordance with CPCC Section 2204, the undersigned hereby certifies that:

It is not identified on a list created pursuant to CPCC Section 2203(b) as a person engaging in investment activities in Iran described in CPCC Section 2202.5(a), or as a person described in CPCC Section 2202.5(b), as applicable; or, it is on such a list but has received permission pursuant to CPCC Section 2203(c) or (d) to submit an Offer for [Project Name] Project.

**Yes ☐ No ☐ Not Applicable ■**

## 4.0 RUSSIA-UKRAINE CERTIFICATION

*Instructions: Complete for projects valued at $5,000,000 or more. For Subcontractors, only complete for each first-tier Subcontractor proposing over $1,000,000.*

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding steps to be taken by State agencies and grantees in response to Russian aggression in Ukraine. The EO is located at https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf.

This Certification serves as a notice to the Proposer that the EO imposes certain economic sanctions on contractors doing business in Russia as described in the EO, with reference to certain federal executive orders and the information available on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). The Proposer's failure to comply with the EO requirements may result in rejection of the Offer or termination of the Contract.

In accordance with Executive Order N-6-22, issued on March 4, 2022, by Governor Gavin Newsom, the undersigned hereby certifies on behalf of the entity identified below that:

1. It is in compliance with, and shall continue to comply with, economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under California law.

   **Yes ☐ No ☐ Not Applicable ☒**

2. It has taken the following steps to assure compliance with the above-described economic sanctions [*describe measures taken, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine*]:

   My firm did not perform any work in Ukraine or Russia and is not planing to in the future. ■

   _____.

3. It has obtained similar certifications from its Subcontractors anticipated to enter into Subcontracts valued in excess of $1,000,000.

   **Yes ☐ No ☐ Not Applicable ☒**

4. It shall promptly notify VTA if becomes aware of any noncompliance with respect to itself or any of its Subcontractors, and shall provide quarterly reports to VTA regarding steps it has taken to assure compliance with the above-described economic sanctions, until such time as VTA provides notification that the economic sanctions have been lifted and reports are no longer required.

   **Yes ☐ No ☐ Not Applicable ☒**

## 5.0 California Air Resources Board Certification

*Instructions: Proposer to complete.*

Proposer certifies that pursuant to section 2449(i) of Title 13, California Code of Regulations:

☐ A Certificate of Reported Compliance is not required.

☐ A Certificate of Reported Compliance is required and has or will be provided to VTA in accordance with the Request for Proposal.

☑ Not applicable.

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

A full explanation of all "No" answers shall be provided below.

The Proposer/Proposer Member/Subcontractor hereby declares under the penalty of perjury under the laws of the State of California that the certifications made above in No. 1 - 4 and the explanation given for any "No" answers are true and correct.

Executed on Jan. 9, 2026 [***insert date***] at San Francisco [***insert City***], CA [***insert State***]

Katy Tseng Wong, Principal

**Name and title**

**Signature of Proposer's Representative** (or authorized representative)/ Proposer Member Representative (or authorized representative of the Proposer Member)/ Subcontractor (or authorized representative of the Subcontractor).

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

# PROPOSAL FORM 12: GENERAL CERTIFICATIONS

*Instructions: Complete for (1) the Proposer (executed by the Proposer's Representative) and (2) if the Proposer is a joint venture or partnership, a separate form for each Proposer Member (executed by the authorized representative of that Proposer Member) (if applicable) and (3) a separate form for each first-tier Subcontractor (executed by the authorized representative of the subcontractor) (if applicable).*

**PROPOSER:** BSV Delivery Partners

**PROPOSER MEMBER (if applicable):** _____

**SUBCONTRACTOR (if applicable):** Luster National, Inc.

The Proposer, each Proposer Member (if applicable), and each first-tier Subcontractor (if applicable), shall respond in a separate form with either "Yes" or "No" to each of the following where indicated. If the Proposer's/Proposer Member's/Subcontractor's response is "No", a full explanation shall be provided in the space following the last item.

Note: Providing a false certification may result in civil penalties and sanctions.

## 1.0 CERTIFICATE OF NONDISCRIMINATION

Proposer/Subcontractor: Luster National, Inc.

The Proposer/Subcontractor hereby certifies: that it does not unlawfully discriminate against any employee or applicant for employment with regard to race, sex, color, religion, ancestry, national origin, marital status, age (over 40), or disability (including AIDS, and cancer-related medical conditions); that it is in compliance with all applicable Federal, state, and local directives and executive orders regarding nondiscrimination in employment; and that it agrees to pursue positively and aggressively the principle of equal opportunity in employment. The Proposer/Subcontractor and its subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (California Gov. Code Section 12900 et seq.) and the applicable regulations promulgated thereunder. The Proposer/Subcontractor agrees specifically to adhere to the following:

(a) State in all solicitations or advertisements for employees that the Proposer/Subcontractor will consider all qualified applicants for employment without regard to race, sex, color, religion, ancestry, national origin, marital status, age (over 40), or disability (including AIDS, and cancer-related medical conditions).

**Yes ■ No ☐ Not Applicable ☐**

## 2.0 WHISTLEBLOWER REQUIREMENTS

*Instructions: For Subcontractors, only complete for each first-tier Subcontractor proposing over $100,000.*

Proposer/Subcontractor: Luster National, Inc.

The Proposer/Subcontractor certifies that it will comply with, and take no action, or adopt any rule, regulation or policy which is contrary to, the provisions set forth in California Labor Code Section 1101 et seq.

**Yes ■ No ☐ Not Applicable ☐**

## 3.0 IRAN CONTRACTING CERTIFICATION

*Instructions: Complete for projects valued at $1,000,000 or more.*

Proposer/Proposer Member/Subcontractor: Luster National, Inc.

Section 2200 et seq. of the California Public Contract Code (CPCC) prohibits a person from submitting a Proposal for a contract with a public entity for goods and services of $1,000,000 or more if that person is identified on a list created by the Department of General Services (DGS) pursuant to CPCC Section 2203(b). The list will include persons providing goods or services of $20,000,000 or more in the energy sector of Iran and financial institutions that extend $20,000,000 or more in credit to a person that will use the credit to provide goods or services in the energy sector in Iran. DGS is required to provide notification to each person that it intends to include on the list at least 90 days before adding the person to the list.

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

In accordance with CPCC Section 2204, the undersigned hereby certifies that:

It is not identified on a list created pursuant to CPCC Section 2203(b) as a person engaging in investment activities in Iran described in CPCC Section 2202.5(a), or as a person described in CPCC Section 2202.5(b), as applicable; or, it is on such a list but has received permission pursuant to CPCC Section 2203(c) or (d) to submit an Offer for [Project Name] Project.

**Yes ■ No ☐ Not Applicable ☐**

## 4.0 RUSSIA-UKRAINE CERTIFICATION

*Instructions: Complete for projects valued at $5,000,000 or more. For Subcontractors, only complete for each first-tier Subcontractor proposing over $1,000,000.*

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding steps to be taken by State agencies and grantees in response to Russian aggression in Ukraine. The EO is located at https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf.

This Certification serves as a notice to the Proposer that the EO imposes certain economic sanctions on contractors doing business in Russia as described in the EO, with reference to certain federal executive orders and the information available on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). The Proposer's failure to comply with the EO requirements may result in rejection of the Offer or termination of the Contract.

In accordance with Executive Order N-6-22, issued on March 4, 2022, by Governor Gavin Newsom, the undersigned hereby certifies on behalf of the entity identified below that:

1. It is in compliance with, and shall continue to comply with, economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under California law.

   **Yes ☐ No ☐ Not Applicable ■**

2. It has taken the following steps to assure compliance with the above-described economic sanctions [*describe measures taken, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine*]:

   We maintain certified management systems to reinforce ethical and legal compliance across all operations.

3. It has obtained similar certifications from its Subcontractors anticipated to enter into Subcontracts valued in excess of $1,000,000.

   **Yes ☐ No ☐ Not Applicable ■**

4. It shall promptly notify VTA if becomes aware of any noncompliance with respect to itself or any of its Subcontractors, and shall provide quarterly reports to VTA regarding steps it has taken to assure compliance with the above-described economic sanctions, until such time as VTA provides notification that the economic sanctions have been lifted and reports are no longer required.

   **Yes ☐ No ☐ Not Applicable ■**

## 5.0 California Air Resources Board Certification

*Instructions: Proposer to complete.*

Proposer certifies that pursuant to section 2449(i) of Title 13, California Code of Regulations:

☐ A Certificate of Reported Compliance is not required.

☐ A Certificate of Reported Compliance is required and has or will be provided to VTA in accordance with the Request for Proposal.

■ Not applicable.

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

A full explanation of all "No" answers shall be provided below.

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The Proposer/Proposer Member/Subcontractor hereby declares under the penalty of perjury under the laws of the State of California that the certifications made above in No. 1 - 4 and the explanation given for any "No" answers are true and correct.

Executed on 12-23-25 [*insert date*] at Decatur [*insert City*], Georgia [*insert State*]

Lawrence Frost - Contracts Manager

**Name and title**

**Signature of Proposer's Representative** (or authorized representative)/ Proposer Member Representative (or authorized representative of the Proposer Member)/ Subcontractor (or authorized representative of the Subcontractor).

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

# PROPOSAL FORM 12: GENERAL CERTIFICATIONS

*Instructions: Complete for (1) the Proposer (executed by the Proposer's Representative) and (2) if the Proposer is a joint venture or partnership, a separate form for each Proposer Member (executed by the authorized representative of that Proposer Member) (if applicable) and (3) a separate form for each first-tier Subcontractor (executed by the authorized representative of the subcontractor) (if applicable).*

**PROPOSER:** BSV Delivery Partners

**PROPOSER MEMBER (if applicable):** Prof. Dr.-Ing. Markus Th

**SUBCONTRACTOR (if applicable):** None

The Proposer, each Proposer Member (if applicable), and each first-tier Subcontractor (if applicable), shall respond in a separate form with either "Yes" or "No" to each of the following where indicated. If the Proposer's/Proposer Member's/Subcontractor's response is "No", a full explanation shall be provided in the space following the last item.

Note: Providing a false certification may result in civil penalties and sanctions.

## 1.0 CERTIFICATE OF NONDISCRIMINATION

Proposer/Subcontractor: Prof. Dr.-Ing. Markus Thewes

The Proposer/Subcontractor hereby certifies: that it does not unlawfully discriminate against any employee or applicant for employment with regard to race, sex, color, religion, ancestry, national origin, marital status, age (over 40), or disability (including AIDS, and cancer-related medical conditions); that it is in compliance with all applicable Federal, state, and local directives and executive orders regarding nondiscrimination in employment; and that it agrees to pursue positively and aggressively the principle of equal opportunity in employment. The Proposer/Subcontractor and its subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (California Gov. Code Section 12900 et seq.) and the applicable regulations promulgated thereunder. The Proposer/Subcontractor agrees specifically to adhere to the following:

(a) State in all solicitations or advertisements for employees that the Proposer/Subcontractor will consider all qualified applicants for employment without regard to race, sex, color, religion, ancestry, national origin, marital status, age (over 40), or disability (including AIDS, and cancer-related medical conditions).

**Yes ☐ No ☐ Not Applicable ■**

## 2.0 WHISTLEBLOWER REQUIREMENTS

*Instructions: For Subcontractors, only complete for each first-tier Subcontractor proposing over $100,000.*

Proposer/Subcontractor: Prof. Dr.-Ing. Markus Thewes

The Proposer/Subcontractor certifies that it will comply with, and take no action, or adopt any rule, regulation or policy which is contrary to, the provisions set forth in California Labor Code Section 1101 et seq.

**Yes ☐ No ☐ Not Applicable ■**

## 3.0 IRAN CONTRACTING CERTIFICATION

*Instructions: Complete for projects valued at $1,000,000 or more.*

Proposer/Proposer Member/Subcontractor: Prof. Dr.-Ing. Markus Thewes

Section 2200 et seq. of the California Public Contract Code (CPCC) prohibits a person from submitting a Proposal for a contract with a public entity for goods and services of $1,000,000 or more if that person is identified on a list created by the Department of General Services (DGS) pursuant to CPCC Section 2203(b). The list will include persons providing goods or services of $20,000,000 or more in the energy sector of Iran and financial institutions that extend $20,000,000 or more in credit to a person that will use the credit to provide goods or services in the energy sector in Iran. DGS is required to provide notification to each person that it intends to include on the list at least 90 days before adding the person to the list.

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

In accordance with CPCC Section 2204, the undersigned hereby certifies that:

It is not identified on a list created pursuant to CPCC Section 2203(b) as a person engaging in investment activities in Iran described in CPCC Section 2202.5(a), or as a person described in CPCC Section 2202.5(b), as applicable; or, it is on such a list but has received permission pursuant to CPCC Section 2203(c) or (d) to submit an Offer for [Project Name] Project.

**Yes ☐ No ☐ Not Applicable ■**

## 4.0 RUSSIA-UKRAINE CERTIFICATION

*Instructions: Complete for projects valued at $5,000,000 or more. For Subcontractors, only complete for each first-tier Subcontractor proposing over $1,000,000.*

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding steps to be taken by State agencies and grantees in response to Russian aggression in Ukraine. The EO is located at https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf.

This Certification serves as a notice to the Proposer that the EO imposes certain economic sanctions on contractors doing business in Russia as described in the EO, with reference to certain federal executive orders and the information available on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). The Proposer's failure to comply with the EO requirements may result in rejection of the Offer or termination of the Contract.

In accordance with Executive Order N-6-22, issued on March 4, 2022, by Governor Gavin Newsom, the undersigned hereby certifies on behalf of the entity identified below that:

1. It is in compliance with, and shall continue to comply with, economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under California law.

   **Yes ☐ No ☐ Not Applicable ■**

2. It has taken the following steps to assure compliance with the above-described economic sanctions [*describe measures taken, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine*]:

   _____
   _____.

3. It has obtained similar certifications from its Subcontractors anticipated to enter into Subcontracts valued in excess of $1,000,000.

   **Yes ☐ No ☐ Not Applicable ■**

4. It shall promptly notify VTA if becomes aware of any noncompliance with respect to itself or any of its Subcontractors, and shall provide quarterly reports to VTA regarding steps it has taken to assure compliance with the above-described economic sanctions, until such time as VTA provides notification that the economic sanctions have been lifted and reports are no longer required.

   **Yes ☐ No ☐ Not Applicable ■**

## 5.0 California Air Resources Board Certification

*Instructions: Proposer to complete.*

Proposer certifies that pursuant to section 2449(i) of Title 13, California Code of Regulations:

☐ A Certificate of Reported Compliance is not required.

☐ A Certificate of Reported Compliance is required and has or will be provided to VTA in accordance with the Request for Proposal.

☑ Not applicable.

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

A full explanation of all "No" answers shall be provided below.

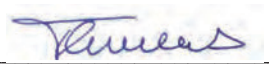
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The Proposer/Proposer Member/Subcontractor hereby declares under the penalty of perjury under the laws of the State of California that the certifications made above in No. 1 - 4 and the explanation given for any "No" answers are true and correct.

Executed on 1/9/2026 [***insert date***] at Bochum [***insert City***], Germany [***insert State***]

Prof. Dr.-Ing. Markus Thewes, Owner

**Name and title**



**Signature of Proposer's Representative** (or authorized representative)/ Proposer Member Representative (or authorized representative of the Proposer Member)/ Subcontractor (or authorized representative of the Subcontractor).

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

# PROPOSAL FORM 12: GENERAL CERTIFICATIONS

*Instructions: Complete for (1) the Proposer (executed by the Proposer's Representative) and (2) if the Proposer is a joint venture or partnership, a separate form for each Proposer Member (executed by the authorized representative of that Proposer Member) (if applicable) and (3) a separate form for each first-tier Subcontractor (executed by the authorized representative of the subcontractor) (if applicable).*

**PROPOSER:** BSV Delivery Partners

**PROPOSER MEMBER (if applicable):** _____

**SUBCONTRACTOR (if applicable):** O2EPCM, Inc.

The Proposer, each Proposer Member (if applicable), and each first-tier Subcontractor (if applicable), shall respond in a separate form with either "Yes" or "No" to each of the following where indicated. If the Proposer's/Proposer Member's/Subcontractor's response is "No", a full explanation shall be provided in the space following the last item.

Note: Providing a false certification may result in civil penalties and sanctions.

## 1.0 CERTIFICATE OF NONDISCRIMINATION

Proposer/Subcontractor: O2EPCM, Inc.

The Proposer/Subcontractor hereby certifies: that it does not unlawfully discriminate against any employee or applicant for employment with regard to race, sex, color, religion, ancestry, national origin, marital status, age (over 40), or disability (including AIDS, and cancer-related medical conditions); that it is in compliance with all applicable Federal, state, and local directives and executive orders regarding nondiscrimination in employment; and that it agrees to pursue positively and aggressively the principle of equal opportunity in employment. The Proposer/Subcontractor and its subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (California Gov. Code Section 12900 et seq.) and the applicable regulations promulgated thereunder. The Proposer/Subcontractor agrees specifically to adhere to the following:

(a) State in all solicitations or advertisements for employees that the Proposer/Subcontractor will consider all qualified applicants for employment without regard to race, sex, color, religion, ancestry, national origin, marital status, age (over 40), or disability (including AIDS, and cancer-related medical conditions).

**Yes** ■ **No** ☐ **Not Applicable** ☐

## 2.0 WHISTLEBLOWER REQUIREMENTS

*Instructions: For Subcontractors, only complete for each first-tier Subcontractor proposing over $100,000.*

Proposer/Subcontractor: O2EPCM, Inc.

The Proposer/Subcontractor certifies that it will comply with, and take no action, or adopt any rule, regulation or policy which is contrary to, the provisions set forth in California Labor Code Section 1101 et seq.

**Yes** ■ **No** ☐ **Not Applicable** ☐

## 3.0 IRAN CONTRACTING CERTIFICATION

*Instructions: Complete for projects valued at $1,000,000 or more.*

Proposer/Proposer Member/Subcontractor: O2EPCM, Inc.

Section 2200 et seq. of the California Public Contract Code (CPCC) prohibits a person from submitting a Proposal for a contract with a public entity for goods and services of $1,000,000 or more if that person is identified on a list created by the Department of General Services (DGS) pursuant to CPCC Section 2203(b). The list will include persons providing goods or services of $20,000,000 or more in the energy sector of Iran and financial institutions that extend $20,000,000 or more in credit to a person that will use the credit to provide goods or services in the energy sector in Iran. DGS is required to provide notification to each person that it intends to include on the list at least 90 days before adding the person to the list.

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

In accordance with CPCC Section 2204, the undersigned hereby certifies that:

It is not identified on a list created pursuant to CPCC Section 2203(b) as a person engaging in investment activities in Iran described in CPCC Section 2202.5(a), or as a person described in CPCC Section 2202.5(b), as applicable; or, it is on such a list but has received permission pursuant to CPCC Section 2203(c) or (d) to submit an Offer for [Project Name] Project.

**Yes ■ No ☐ Not Applicable ☐**

## 4.0 RUSSIA-UKRAINE CERTIFICATION

*Instructions: Complete for projects valued at $5,000,000 or more. For Subcontractors, only complete for each first-tier Subcontractor proposing over $1,000,000.*

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding steps to be taken by State agencies and grantees in response to Russian aggression in Ukraine. The EO is located at https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf.

This Certification serves as a notice to the Proposer that the EO imposes certain economic sanctions on contractors doing business in Russia as described in the EO, with reference to certain federal executive orders and the information available on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). The Proposer's failure to comply with the EO requirements may result in rejection of the Offer or termination of the Contract.

In accordance with Executive Order N-6-22, issued on March 4, 2022, by Governor Gavin Newsom, the undersigned hereby certifies on behalf of the entity identified below that:

1. It is in compliance with, and shall continue to comply with, economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under California law.

   **Yes ■ No ☐ Not Applicable ☐**

2. It has taken the following steps to assure compliance with the above-described economic sanctions [*describe measures taken, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine*]:

   _____

   _____.

3. It has obtained similar certifications from its Subcontractors anticipated to enter into Subcontracts valued in excess of $1,000,000.

   **Yes ■ No ☐ Not Applicable ☐**

4. It shall promptly notify VTA if becomes aware of any noncompliance with respect to itself or any of its Subcontractors, and shall provide quarterly reports to VTA regarding steps it has taken to assure compliance with the above-described economic sanctions, until such time as VTA provides notification that the economic sanctions have been lifted and reports are no longer required.

   **Yes ■ No ☐ Not Applicable ☐**

## 5.0 California Air Resources Board Certification

*Instructions: Proposer to complete.*

Proposer certifies that pursuant to section 2449(i) of Title 13, California Code of Regulations:

☑ A Certificate of Reported Compliance is not required.

☐ A Certificate of Reported Compliance is required and has or will be provided to VTA in accordance with the Request for Proposal.

☐ Not applicable.

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

A full explanation of all "No" answers shall be provided below.

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The Proposer/Proposer Member/Subcontractor hereby declares under the penalty of perjury under the laws of the State of California that the certifications made above in No. 1 - 4 and the explanation given for any "No" answers are true and correct.

Executed on 1/9/2026 [*insert date*] at Los Angeles [*insert City*], California [*insert State*]

Omone O. Livingston, MSCE, CCM, ENV SP

**Name and title**

O. Livingston

**Signature of Proposer's Representative** (or authorized representative)/ Proposer Member Representative (or authorized representative of the Proposer Member)/ Subcontractor (or authorized representative of the Subcontractor).

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

# PROPOSAL FORM 12: GENERAL CERTIFICATIONS

*Instructions: Complete for (1) the Proposer (executed by the Proposer's Representative) and (2) if the Proposer is a joint venture or partnership, a separate form for each Proposer Member (executed by the authorized representative of that Proposer Member) (if applicable) and (3) a separate form for each first-tier Subcontractor (executed by the authorized representative of the subcontractor) (if applicable).*

**PROPOSER:** BSV Delivery Partners

**PROPOSER MEMBER (if applicable):** Quality Engineering, Inc

**SUBCONTRACTOR (if applicable):** _____

The Proposer, each Proposer Member (if applicable), and each first-tier Subcontractor (if applicable), shall respond in a separate form with either "Yes" or "No" to each of the following where indicated. If the Proposer's/Proposer Member's/Subcontractor's response is "No", a full explanation shall be provided in the space following the last item.

Note: Providing a false certification may result in civil penalties and sanctions.

## 1.0 CERTIFICATE OF NONDISCRIMINATION

Proposer/Subcontractor: Quality Engineering, Inc.

The Proposer/Subcontractor hereby certifies: that it does not unlawfully discriminate against any employee or applicant for employment with regard to race, sex, color, religion, ancestry, national origin, marital status, age (over 40), or disability (including AIDS, and cancer-related medical conditions); that it is in compliance with all applicable Federal, state, and local directives and executive orders regarding nondiscrimination in employment; and that it agrees to pursue positively and aggressively the principle of equal opportunity in employment. The Proposer/Subcontractor and its subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (California Gov. Code Section 12900 et seq.) and the applicable regulations promulgated thereunder. The Proposer/Subcontractor agrees specifically to adhere to the following:

(a) State in all solicitations or advertisements for employees that the Proposer/Subcontractor will consider all qualified applicants for employment without regard to race, sex, color, religion, ancestry, national origin, marital status, age (over 40), or disability (including AIDS, and cancer-related medical conditions).

**Yes ■ No ☐ Not Applicable ☐**

## 2.0 WHISTLEBLOWER REQUIREMENTS

*Instructions: For Subcontractors, only complete for each first-tier Subcontractor proposing over $100,000.*

Proposer/Subcontractor: Quality Engineering, Inc.

The Proposer/Subcontractor certifies that it will comply with, and take no action, or adopt any rule, regulation or policy which is contrary to, the provisions set forth in California Labor Code Section 1101 et seq.

**Yes ■ No ☐ Not Applicable ☐**

## 3.0 IRAN CONTRACTING CERTIFICATION

*Instructions: Complete for projects valued at $1,000,000 or more.*

Proposer/Proposer Member/Subcontractor: Quality Engineering, Inc.

Section 2200 et seq. of the California Public Contract Code (CPCC) prohibits a person from submitting a Proposal for a contract with a public entity for goods and services of $1,000,000 or more if that person is identified on a list created by the Department of General Services (DGS) pursuant to CPCC Section 2203(b). The list will include persons providing goods or services of $20,000,000 or more in the energy sector of Iran and financial institutions that extend $20,000,000 or more in credit to a person that will use the credit to provide goods or services in the energy sector in Iran. DGS is required to provide notification to each person that it intends to include on the list at least 90 days before adding the person to the list.

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

In accordance with CPCC Section 2204, the undersigned hereby certifies that:

It is not identified on a list created pursuant to CPCC Section 2203(b) as a person engaging in investment activities in Iran described in CPCC Section 2202.5(a), or as a person described in CPCC Section 2202.5(b), as applicable; or, it is on such a list but has received permission pursuant to CPCC Section 2203(c) or (d) to submit an Offer for [Project Name] Project.

**Yes ■ No ☐ Not Applicable ☐**

## 4.0 RUSSIA-UKRAINE CERTIFICATION

*Instructions: Complete for projects valued at $5,000,000 or more. For Subcontractors, only complete for each first-tier Subcontractor proposing over $1,000,000.*

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding steps to be taken by State agencies and grantees in response to Russian aggression in Ukraine. The EO is located at https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf.

This Certification serves as a notice to the Proposer that the EO imposes certain economic sanctions on contractors doing business in Russia as described in the EO, with reference to certain federal executive orders and the information available on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). The Proposer's failure to comply with the EO requirements may result in rejection of the Offer or termination of the Contract.

In accordance with Executive Order N-6-22, issued on March 4, 2022, by Governor Gavin Newsom, the undersigned hereby certifies on behalf of the entity identified below that:

1. It is in compliance with, and shall continue to comply with, economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under California law.

   **Yes ■ No ☐ Not Applicable ☐**

2. It has taken the following steps to assure compliance with the above-described economic sanctions [*describe measures taken, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine*]:

   _____
   _____.

3. It has obtained similar certifications from its Subcontractors anticipated to enter into Subcontracts valued in excess of $1,000,000.

   **Yes ☐ No ☐ Not Applicable ■**

4. It shall promptly notify VTA if becomes aware of any noncompliance with respect to itself or any of its Subcontractors, and shall provide quarterly reports to VTA regarding steps it has taken to assure compliance with the above-described economic sanctions, until such time as VTA provides notification that the economic sanctions have been lifted and reports are no longer required.

   **Yes ■ No ☐ Not Applicable ☐**

## 5.0 California Air Resources Board Certification

*Instructions: Proposer to complete.*

Proposer certifies that pursuant to section 2449(i) of Title 13, California Code of Regulations:

☐ A Certificate of Reported Compliance is not required.

☐ A Certificate of Reported Compliance is required and has or will be provided to VTA in accordance with the Request for Proposal.

☑ Not applicable.

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

A full explanation of all "No" answers shall be provided below.

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|---|
| |

The Proposer/Proposer Member/Subcontractor hereby declares under the penalty of perjury under the laws of the State of California that the certifications made above in No. 1 - 4 and the explanation given for any "No" answers are true and correct.

Executed on 01/09/2026 [*insert date*] at Clayton [*insert City*], California [*insert State*]

Steven A. Ralston, Vice President

**Name and title**

**Signature of Proposer's Representative** (or authorized representative)/ Proposer Member Representative (or authorized representative of the Proposer Member)/ Subcontractor (or authorized representative of the Subcontractor).

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

# PROPOSAL FORM 12: GENERAL CERTIFICATIONS

*Instructions: Complete for (1) the Proposer (executed by the Proposer's Representative) and (2) if the Proposer is a joint venture or partnership, a separate form for each Proposer Member (executed by the authorized representative of that Proposer Member) (if applicable) and (3) a separate form for each first-tier Subcontractor (executed by the authorized representative of the subcontractor) (if applicable).*

**PROPOSER:** BSV Delivery Partners

**PROPOSER MEMBER (if applicable):** _____

**SUBCONTRACTOR (if applicable):** Schnabel Engineering Wes

The Proposer, each Proposer Member (if applicable), and each first-tier Subcontractor (if applicable), shall respond in a separate form with either "Yes" or "No" to each of the following where indicated. If the Proposer's/Proposer Member's/Subcontractor's response is "No", a full explanation shall be provided in the space following the last item.

Note: Providing a false certification may result in civil penalties and sanctions.

## 1.0 CERTIFICATE OF NONDISCRIMINATION

Proposer/Subcontractor: Schnabel Engineering West, Inc.

The Proposer/Subcontractor hereby certifies: that it does not unlawfully discriminate against any employee or applicant for employment with regard to race, sex, color, religion, ancestry, national origin, marital status, age (over 40), or disability (including AIDS, and cancer-related medical conditions); that it is in compliance with all applicable Federal, state, and local directives and executive orders regarding nondiscrimination in employment; and that it agrees to pursue positively and aggressively the principle of equal opportunity in employment. The Proposer/Subcontractor and its subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (California Gov. Code Section 12900 et seq.) and the applicable regulations promulgated thereunder. The Proposer/Subcontractor agrees specifically to adhere to the following:

(a) State in all solicitations or advertisements for employees that the Proposer/Subcontractor will consider all qualified applicants for employment without regard to race, sex, color, religion, ancestry, national origin, marital status, age (over 40), or disability (including AIDS, and cancer-related medical conditions).

**Yes ■ No ☐ Not Applicable ☐**

## 2.0 WHISTLEBLOWER REQUIREMENTS

*Instructions: For Subcontractors, only complete for each first-tier Subcontractor proposing over $100,000.*

Proposer/Subcontractor: Schnabel Engineering West, Inc.

The Proposer/Subcontractor certifies that it will comply with, and take no action, or adopt any rule, regulation or policy which is contrary to, the provisions set forth in California Labor Code Section 1101 et seq.

**Yes ■ No ☐ Not Applicable ☐**

## 3.0 IRAN CONTRACTING CERTIFICATION

*Instructions: Complete for projects valued at $1,000,000 or more.*

Proposer/Proposer Member/Subcontractor: Schnabel Engineering West, Inc.

Section 2200 et seq. of the California Public Contract Code (CPCC) prohibits a person from submitting a Proposal for a contract with a public entity for goods and services of $1,000,000 or more if that person is identified on a list created by the Department of General Services (DGS) pursuant to CPCC Section 2203(b). The list will include persons providing goods or services of $20,000,000 or more in the energy sector of Iran and financial institutions that extend $20,000,000 or more in credit to a person that will use the credit to provide goods or services in the energy sector in Iran. DGS is required to provide notification to each person that it intends to include on the list at least 90 days before adding the person to the list.

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

In accordance with CPCC Section 2204, the undersigned hereby certifies that:

It is not identified on a list created pursuant to CPCC Section 2203(b) as a person engaging in investment activities in Iran described in CPCC Section 2202.5(a), or as a person described in CPCC Section 2202.5(b), as applicable; or, it is on such a list but has received permission pursuant to CPCC Section 2203(c) or (d) to submit an Offer for [Project Name] Project.

**Yes ☐ No ☐ Not Applicable ■**

## 4.0 RUSSIA-UKRAINE CERTIFICATION

*Instructions: Complete for projects valued at $5,000,000 or more. For Subcontractors, only complete for each first-tier Subcontractor proposing over $1,000,000.*

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding steps to be taken by State agencies and grantees in response to Russian aggression in Ukraine. The EO is located at https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf.

This Certification serves as a notice to the Proposer that the EO imposes certain economic sanctions on contractors doing business in Russia as described in the EO, with reference to certain federal executive orders and the information available on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). The Proposer's failure to comply with the EO requirements may result in rejection of the Offer or termination of the Contract.

In accordance with Executive Order N-6-22, issued on March 4, 2022, by Governor Gavin Newsom, the undersigned hereby certifies on behalf of the entity identified below that:

1. It is in compliance with, and shall continue to comply with, economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under California law.

   **Yes ☐ No ☐ Not Applicable ■**

2. It has taken the following steps to assure compliance with the above-described economic sanctions [*describe measures taken, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine*]:

   _____

   _____.

3. It has obtained similar certifications from its Subcontractors anticipated to enter into Subcontracts valued in excess of $1,000,000.

   **Yes ☐ No ☐ Not Applicable ■**

4. It shall promptly notify VTA if becomes aware of any noncompliance with respect to itself or any of its Subcontractors, and shall provide quarterly reports to VTA regarding steps it has taken to assure compliance with the above-described economic sanctions, until such time as VTA provides notification that the economic sanctions have been lifted and reports are no longer required.

   **Yes ■ No ☐ Not Applicable ☐**

## 5.0 California Air Resources Board Certification

*Instructions: Proposer to complete.*

Proposer certifies that pursuant to section 2449(i) of Title 13, California Code of Regulations:

☐ A Certificate of Reported Compliance is not required.

☐ A Certificate of Reported Compliance is required and has or will be provided to VTA in accordance with the Request for Proposal.

☑ Not applicable.

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

A full explanation of all "No" answers shall be provided below.

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The Proposer/Proposer Member/Subcontractor hereby declares under the penalty of perjury under the laws of the State of California that the certifications made above in No. 1 - 4 and the explanation given for any "No" answers are true and correct.

Executed on 01/09/2026 [*insert date*] at Santa Clara [*insert City*], CA [*insert State*]

**Name and title**

JAMES FOLEY, PRINCIPAL

**Signature of Proposer's Representative** (or authorized representative)/ Proposer Member Representative (or authorized representative of the Proposer Member)/ Subcontractor (or authorized representative of the Subcontractor).

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

# PROPOSAL FORM 12: GENERAL CERTIFICATIONS

*Instructions: Complete for (1) the Proposer (executed by the Proposer's Representative) and (2) if the Proposer is a joint venture or partnership, a separate form for each Proposer Member (executed by the authorized representative of that Proposer Member) (if applicable) and (3) a separate form for each first-tier Subcontractor (executed by the authorized representative of the subcontractor) (if applicable).*

**PROPOSER:** BSV Delivery Partners

**PROPOSER MEMBER (if applicable):** _____

**SUBCONTRACTOR (if applicable):** Signet Testing Laboratories

The Proposer, each Proposer Member (if applicable), and each first-tier Subcontractor (if applicable), shall respond in a separate form with either "Yes" or "No" to each of the following where indicated. If the Proposer's/Proposer Member's/Subcontractor's response is "No", a full explanation shall be provided in the space following the last item.

Note: Providing a false certification may result in civil penalties and sanctions.

## 1.0 CERTIFICATE OF NONDISCRIMINATION

Proposer/Subcontractor: Signet Testing Laboratories Inc.

The Proposer/Subcontractor hereby certifies: that it does not unlawfully discriminate against any employee or applicant for employment with regard to race, sex, color, religion, ancestry, national origin, marital status, age (over 40), or disability (including AIDS, and cancer-related medical conditions); that it is in compliance with all applicable Federal, state, and local directives and executive orders regarding nondiscrimination in employment; and that it agrees to pursue positively and aggressively the principle of equal opportunity in employment. The Proposer/Subcontractor and its subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (California Gov. Code Section 12900 et seq.) and the applicable regulations promulgated thereunder. The Proposer/Subcontractor agrees specifically to adhere to the following:

(a) State in all solicitations or advertisements for employees that the Proposer/Subcontractor will consider all qualified applicants for employment without regard to race, sex, color, religion, ancestry, national origin, marital status, age (over 40), or disability (including AIDS, and cancer-related medical conditions).

**Yes ■ No ☐ Not Applicable ☐**

## 2.0 WHISTLEBLOWER REQUIREMENTS

*Instructions: For Subcontractors, only complete for each first-tier Subcontractor proposing over $100,000.*

Proposer/Subcontractor: Signet Testing Laboratories Inc.

The Proposer/Subcontractor certifies that it will comply with, and take no action, or adopt any rule, regulation or policy which is contrary to, the provisions set forth in California Labor Code Section 1101 et seq.

**Yes ■ No ☐ Not Applicable ☐**

## 3.0 IRAN CONTRACTING CERTIFICATION

*Instructions: Complete for projects valued at $1,000,000 or more.*

Proposer/Proposer Member/Subcontractor: Signet Testing Laboratories Inc.

Section 2200 et seq. of the California Public Contract Code (CPCC) prohibits a person from submitting a Proposal for a contract with a public entity for goods and services of $1,000,000 or more if that person is identified on a list created by the Department of General Services (DGS) pursuant to CPCC Section 2203(b). The list will include persons providing goods or services of $20,000,000 or more in the energy sector of Iran and financial institutions that extend $20,000,000 or more in credit to a person that will use the credit to provide goods or services in the energy sector in Iran. DGS is required to provide notification to each person that it intends to include on the list at least 90 days before adding the person to the list.

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

In accordance with CPCC Section 2204, the undersigned hereby certifies that:

It is not identified on a list created pursuant to CPCC Section 2203(b) as a person engaging in investment activities in Iran described in CPCC Section 2202.5(a), or as a person described in CPCC Section 2202.5(b), as applicable; or, it is on such a list but has received permission pursuant to CPCC Section 2203(c) or (d) to submit an Offer for [Project Name] Project.

**Yes ■ No ☐ Not Applicable ☐**

## 4.0 RUSSIA-UKRAINE CERTIFICATION

*Instructions: Complete for projects valued at $5,000,000 or more. For Subcontractors, only complete for each first-tier Subcontractor proposing over $1,000,000.*

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding steps to be taken by State agencies and grantees in response to Russian aggression in Ukraine. The EO is located at https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf.

This Certification serves as a notice to the Proposer that the EO imposes certain economic sanctions on contractors doing business in Russia as described in the EO, with reference to certain federal executive orders and the information available on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). The Proposer's failure to comply with the EO requirements may result in rejection of the Offer or termination of the Contract.

In accordance with Executive Order N-6-22, issued on March 4, 2022, by Governor Gavin Newsom, the undersigned hereby certifies on behalf of the entity identified below that:

1. It is in compliance with, and shall continue to comply with, economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under California law.

   **Yes ■ No ☐ Not Applicable ☐**

2. It has taken the following steps to assure compliance with the above-described economic sanctions [*describe measures taken, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine*]:

   As a special inspection and material testing firm, our work is primarily performed within California.

3. It has obtained similar certifications from its Subcontractors anticipated to enter into Subcontracts valued in excess of $1,000,000.

   **Yes ☐ No ☐ Not Applicable ■**

4. It shall promptly notify VTA if becomes aware of any noncompliance with respect to itself or any of its Subcontractors, and shall provide quarterly reports to VTA regarding steps it has taken to assure compliance with the above-described economic sanctions, until such time as VTA provides notification that the economic sanctions have been lifted and reports are no longer required.

   **Yes ■ No ☐ Not Applicable ☐**

## 5.0 California Air Resources Board Certification

*Instructions: Proposer to complete.*

Proposer certifies that pursuant to section 2449(i) of Title 13, California Code of Regulations:

☐ A Certificate of Reported Compliance is not required.

☐ A Certificate of Reported Compliance is required and has or will be provided to VTA in accordance with the Request for Proposal.

☑ Not applicable.

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

A full explanation of all "No" answers shall be provided below.

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The Proposer/Proposer Member/Subcontractor hereby declares under the penalty of perjury under the laws of the State of California that the certifications made above in No. 1 - 4 and the explanation given for any "No" answers are true and correct.

Executed on 01/09/26 [*insert date*] at Sacramento [*insert City*], CA [*insert State*]

Nicholas Nguy, Controller

**Name and title**

Nicholas Nguy

**Signature of Proposer's Representative** (or authorized representative)/ Proposer Member Representative (or authorized representative of the Proposer Member)/ Subcontractor (or authorized representative of the Subcontractor).

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

# PROPOSAL FORM 12: GENERAL CERTIFICATIONS

*Instructions: Complete for (1) the Proposer (executed by the Proposer's Representative) and (2) if the Proposer is a joint venture or partnership, a separate form for each Proposer Member (executed by the authorized representative of that Proposer Member) (if applicable) and (3) a separate form for each first-tier Subcontractor (executed by the authorized representative of the subcontractor) (if applicable).*

**PROPOSER:** BSV Delivery Partners

**PROPOSER MEMBER (if applicable):** Sonika Corporation

**SUBCONTRACTOR (if applicable):** None

The Proposer, each Proposer Member (if applicable), and each first-tier Subcontractor (if applicable), shall respond in a separate form with either "Yes" or "No" to each of the following where indicated. If the Proposer's/Proposer Member's/Subcontractor's response is "No", a full explanation shall be provided in the space following the last item.

Note: Providing a false certification may result in civil penalties and sanctions.

## 1.0 CERTIFICATE OF NONDISCRIMINATION

Proposer/Subcontractor: Sonika Corporation

The Proposer/Subcontractor hereby certifies: that it does not unlawfully discriminate against any employee or applicant for employment with regard to race, sex, color, religion, ancestry, national origin, marital status, age (over 40), or disability (including AIDS, and cancer-related medical conditions); that it is in compliance with all applicable Federal, state, and local directives and executive orders regarding nondiscrimination in employment; and that it agrees to pursue positively and aggressively the principle of equal opportunity in employment. The Proposer/Subcontractor and its subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (California Gov. Code Section 12900 et seq.) and the applicable regulations promulgated thereunder. The Proposer/Subcontractor agrees specifically to adhere to the following:

(a) State in all solicitations or advertisements for employees that the Proposer/Subcontractor will consider all qualified applicants for employment without regard to race, sex, color, religion, ancestry, national origin, marital status, age (over 40), or disability (including AIDS, and cancer-related medical conditions).

**Yes ☐ No ☐ Not Applicable ■**

## 2.0 WHISTLEBLOWER REQUIREMENTS

*Instructions: For Subcontractors, only complete for each first-tier Subcontractor proposing over $100,000.*

Proposer/Subcontractor: Sonika Corporation

The Proposer/Subcontractor certifies that it will comply with, and take no action, or adopt any rule, regulation or policy which is contrary to, the provisions set forth in California Labor Code Section 1101 et seq.

**Yes ☐ No ☐ Not Applicable ■**

## 3.0 IRAN CONTRACTING CERTIFICATION

*Instructions: Complete for projects valued at $1,000,000 or more.*

Proposer/Proposer Member/Subcontractor: Sonika Corporation

Section 2200 et seq. of the California Public Contract Code (CPCC) prohibits a person from submitting a Proposal for a contract with a public entity for goods and services of $1,000,000 or more if that person is identified on a list created by the Department of General Services (DGS) pursuant to CPCC Section 2203(b). The list will include persons providing goods or services of $20,000,000 or more in the energy sector of Iran and financial institutions that extend $20,000,000 or more in credit to a person that will use the credit to provide goods or services in the energy sector in Iran. DGS is required to provide notification to each person that it intends to include on the list at least 90 days before adding the person to the list.

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

In accordance with CPCC Section 2204, the undersigned hereby certifies that:

It is not identified on a list created pursuant to CPCC Section 2203(b) as a person engaging in investment activities in Iran described in CPCC Section 2202.5(a), or as a person described in CPCC Section 2202.5(b), as applicable; or, it is on such a list but has received permission pursuant to CPCC Section 2203(c) or (d) to submit an Offer for [Project Name] Project.

**Yes ☐ No ☐ Not Applicable ■**

## 4.0 RUSSIA-UKRAINE CERTIFICATION

*Instructions: Complete for projects valued at $5,000,000 or more. For Subcontractors, only complete for each first-tier Subcontractor proposing over $1,000,000.*

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding steps to be taken by State agencies and grantees in response to Russian aggression in Ukraine. The EO is located at https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf.

This Certification serves as a notice to the Proposer that the EO imposes certain economic sanctions on contractors doing business in Russia as described in the EO, with reference to certain federal executive orders and the information available on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). The Proposer's failure to comply with the EO requirements may result in rejection of the Offer or termination of the Contract.

In accordance with Executive Order N-6-22, issued on March 4, 2022, by Governor Gavin Newsom, the undersigned hereby certifies on behalf of the entity identified below that:

1. It is in compliance with, and shall continue to comply with, economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under California law.

   **Yes ☐ No ☐ Not Applicable ■**

2. It has taken the following steps to assure compliance with the above-described economic sanctions [*describe measures taken, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine*]:

   _____
   _____.

3. It has obtained similar certifications from its Subcontractors anticipated to enter into Subcontracts valued in excess of $1,000,000.

   **Yes ☐ No ☐ Not Applicable ■**

4. It shall promptly notify VTA if becomes aware of any noncompliance with respect to itself or any of its Subcontractors, and shall provide quarterly reports to VTA regarding steps it has taken to assure compliance with the above-described economic sanctions, until such time as VTA provides notification that the economic sanctions have been lifted and reports are no longer required.

   **Yes ☐ No ☐ Not Applicable ■**

## 5.0 California Air Resources Board Certification

*Instructions: Proposer to complete.*

Proposer certifies that pursuant to section 2449(i) of Title 13, California Code of Regulations:

☐ A Certificate of Reported Compliance is not required.

☐ A Certificate of Reported Compliance is required and has or will be provided to VTA in accordance with the Request for Proposal.

☑ Not applicable.

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

A full explanation of all "No" answers shall be provided below.

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The Proposer/Proposer Member/Subcontractor hereby declares under the penalty of perjury under the laws of the State of California that the certifications made above in No. 1 - 4 and the explanation given for any "No" answers are true and correct.

Executed on 1/9/2026 [***insert date***] at Fremont [***insert City***], California [***insert State***]

Matthew Ajiake, President, Sonika Corporation

**Name and title**

**Signature of Proposer's Representative** (or authorized representative)/ Proposer Member Representative (or authorized representative of the Proposer Member)/ Subcontractor (or authorized representative of the Subcontractor).

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

# PROPOSAL FORM 12: GENERAL CERTIFICATIONS

*Instructions: Complete for (1) the Proposer (executed by the Proposer's Representative) and (2) if the Proposer is a joint venture or partnership, a separate form for each Proposer Member (executed by the authorized representative of that Proposer Member) (if applicable) and (3) a separate form for each first-tier Subcontractor (executed by the authorized representative of the subcontractor) (if applicable).*

**PROPOSER:** BSV Delivery Partners

**PROPOSER MEMBER (if applicable):** SORA Engineering

**SUBCONTRACTOR (if applicable):** _____

The Proposer, each Proposer Member (if applicable), and each first-tier Subcontractor (if applicable), shall respond in a separate form with either "Yes" or "No" to each of the following where indicated. If the Proposer's/Proposer Member's/Subcontractor's response is "No", a full explanation shall be provided in the space following the last item.

Note: Providing a false certification may result in civil penalties and sanctions.

## 1.0 CERTIFICATE OF NONDISCRIMINATION

Proposer/Subcontractor: SORA Engineering

The Proposer/Subcontractor hereby certifies: that it does not unlawfully discriminate against any employee or applicant for employment with regard to race, sex, color, religion, ancestry, national origin, marital status, age (over 40), or disability (including AIDS, and cancer-related medical conditions); that it is in compliance with all applicable Federal, state, and local directives and executive orders regarding nondiscrimination in employment; and that it agrees to pursue positively and aggressively the principle of equal opportunity in employment. The Proposer/Subcontractor and its subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (California Gov. Code Section 12900 et seq.) and the applicable regulations promulgated thereunder. The Proposer/Subcontractor agrees specifically to adhere to the following:

(a) State in all solicitations or advertisements for employees that the Proposer/Subcontractor will consider all qualified applicants for employment without regard to race, sex, color, religion, ancestry, national origin, marital status, age (over 40), or disability (including AIDS, and cancer-related medical conditions).

**Yes ■ No ☐ Not Applicable ☐**

## 2.0 WHISTLEBLOWER REQUIREMENTS

*Instructions: For Subcontractors, only complete for each first-tier Subcontractor proposing over $100,000.*

Proposer/Subcontractor: SORA Engineering

The Proposer/Subcontractor certifies that it will comply with, and take no action, or adopt any rule, regulation or policy which is contrary to, the provisions set forth in California Labor Code Section 1101 et seq.

**Yes ■ No ☐ Not Applicable ☐**

## 3.0 IRAN CONTRACTING CERTIFICATION

*Instructions: Complete for projects valued at $1,000,000 or more.*

Proposer/Proposer Member/Subcontractor: SORA Engineering

Section 2200 et seq. of the California Public Contract Code (CPCC) prohibits a person from submitting a Proposal for a contract with a public entity for goods and services of $1,000,000 or more if that person is identified on a list created by the Department of General Services (DGS) pursuant to CPCC Section 2203(b). The list will include persons providing goods or services of $20,000,000 or more in the energy sector of Iran and financial institutions that extend $20,000,000 or more in credit to a person that will use the credit to provide goods or services in the energy sector in Iran. DGS is required to provide notification to each person that it intends to include on the list at least 90 days before adding the person to the list.

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

In accordance with CPCC Section 2204, the undersigned hereby certifies that:

It is not identified on a list created pursuant to CPCC Section 2203(b) as a person engaging in investment activities in Iran described in CPCC Section 2202.5(a), or as a person described in CPCC Section 2202.5(b), as applicable; or, it is on such a list but has received permission pursuant to CPCC Section 2203(c) or (d) to submit an Offer for [Project Name] Project.

**Yes ■ No ☐ Not Applicable ☐**

## 4.0 RUSSIA-UKRAINE CERTIFICATION

*Instructions: Complete for projects valued at $5,000,000 or more. For Subcontractors, only complete for each first-tier Subcontractor proposing over $1,000,000.*

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding steps to be taken by State agencies and grantees in response to Russian aggression in Ukraine. The EO is located at https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf.

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In accordance with Executive Order N-6-22, issued on March 4, 2022, by Governor Gavin Newsom, the undersigned hereby certifies on behalf of the entity identified below that:

1. It is in compliance with, and shall continue to comply with, economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under California law.

   **Yes ■ No ☐ Not Applicable ☐**

2. It has taken the following steps to assure compliance with the above-described economic sanctions [*describe measures taken, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine*]:

   We do not work with or hire overseas individuals.

3. It has obtained similar certifications from its Subcontractors anticipated to enter into Subcontracts valued in excess of $1,000,000.

   **Yes ■ No ☐ Not Applicable ☐**

4. It shall promptly notify VTA if becomes aware of any noncompliance with respect to itself or any of its Subcontractors, and shall provide quarterly reports to VTA regarding steps it has taken to assure compliance with the above-described economic sanctions, until such time as VTA provides notification that the economic sanctions have been lifted and reports are no longer required.

   **Yes ■ No ☐ Not Applicable ☐**

## 5.0 California Air Resources Board Certification

*Instructions: Proposer to complete.*

Proposer certifies that pursuant to section 2449(i) of Title 13, California Code of Regulations:

☑ A Certificate of Reported Compliance is not required.

☐ A Certificate of Reported Compliance is required and has or will be provided to VTA in accordance with the Request for Proposal.

☐ Not applicable.

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

A full explanation of all "No" answers shall be provided below.

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The Proposer/Proposer Member/Subcontractor hereby declares under the penalty of perjury under the laws of the State of California that the certifications made above in No. 1 - 4 and the explanation given for any "No" answers are true and correct.

Executed on 1/9/26 [*insert date*] at Oakland [*insert City*], CA [*insert State*]

Rishi Patel, CEO

**Name and title**

Rishi Patel

**Signature of Proposer's Representative** (or authorized representative)/ Proposer Member Representative (or authorized representative of the Proposer Member)/ Subcontractor (or authorized representative of the Subcontractor).

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

# PROPOSAL FORM 12: GENERAL CERTIFICATIONS

*Instructions: Complete for (1) the Proposer (executed by the Proposer's Representative) and (2) if the Proposer is a joint venture or partnership, a separate form for each Proposer Member (executed by the authorized representative of that Proposer Member) (if applicable) and (3) a separate form for each first-tier Subcontractor (executed by the authorized representative of the subcontractor) (if applicable).*

**PROPOSER:** BSV Delivery Partners

**PROPOSER MEMBER (if applicable):** _____

**SUBCONTRACTOR (if applicable):** Structural Integrity Associa

The Proposer, each Proposer Member (if applicable), and each first-tier Subcontractor (if applicable), shall respond in a separate form with either "Yes" or "No" to each of the following where indicated. If the Proposer's/Proposer Member's/Subcontractor's response is "No", a full explanation shall be provided in the space following the last item.

Note: Providing a false certification may result in civil penalties and sanctions.

## 1.0 CERTIFICATE OF NONDISCRIMINATION

Proposer/Subcontractor: Structural Integrity Associates, Inc.

The Proposer/Subcontractor hereby certifies: that it does not unlawfully discriminate against any employee or applicant for employment with regard to race, sex, color, religion, ancestry, national origin, marital status, age (over 40), or disability (including AIDS, and cancer-related medical conditions); that it is in compliance with all applicable Federal, state, and local directives and executive orders regarding nondiscrimination in employment; and that it agrees to pursue positively and aggressively the principle of equal opportunity in employment. The Proposer/Subcontractor and its subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (California Gov. Code Section 12900 et seq.) and the applicable regulations promulgated thereunder. The Proposer/Subcontractor agrees specifically to adhere to the following:

(a) State in all solicitations or advertisements for employees that the Proposer/Subcontractor will consider all qualified applicants for employment without regard to race, sex, color, religion, ancestry, national origin, marital status, age (over 40), or disability (including AIDS, and cancer-related medical conditions).

**Yes ■ No ☐ Not Applicable ☐**

## 2.0 WHISTLEBLOWER REQUIREMENTS

*Instructions: For Subcontractors, only complete for each first-tier Subcontractor proposing over $100,000.*

Proposer/Subcontractor: Structural Integrity Associates, Inc.

The Proposer/Subcontractor certifies that it will comply with, and take no action, or adopt any rule, regulation or policy which is contrary to, the provisions set forth in California Labor Code Section 1101 et seq.

**Yes ■ No ☐ Not Applicable ☐**

## 3.0 IRAN CONTRACTING CERTIFICATION

*Instructions: Complete for projects valued at $1,000,000 or more.*

Proposer/Proposer Member/Subcontractor: Structural Integrity Associates, Inc.

Section 2200 et seq. of the California Public Contract Code (CPCC) prohibits a person from submitting a Proposal for a contract with a public entity for goods and services of $1,000,000 or more if that person is identified on a list created by the Department of General Services (DGS) pursuant to CPCC Section 2203(b). The list will include persons providing goods or services of $20,000,000 or more in the energy sector of Iran and financial institutions that extend $20,000,000 or more in credit to a person that will use the credit to provide goods or services in the energy sector in Iran. DGS is required to provide notification to each person that it intends to include on the list at least 90 days before adding the person to the list.

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

In accordance with CPCC Section 2204, the undersigned hereby certifies that:

It is not identified on a list created pursuant to CPCC Section 2203(b) as a person engaging in investment activities in Iran described in CPCC Section 2202.5(a), or as a person described in CPCC Section 2202.5(b), as applicable; or, it is on such a list but has received permission pursuant to CPCC Section 2203(c) or (d) to submit an Offer for [Project Name] Project.

**Yes ■ No ☐ Not Applicable ☐**

## 4.0 RUSSIA-UKRAINE CERTIFICATION

*Instructions: Complete for projects valued at $5,000,000 or more. For Subcontractors, only complete for each first-tier Subcontractor proposing over $1,000,000.*

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding steps to be taken by State agencies and grantees in response to Russian aggression in Ukraine. The EO is located at https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf.

This Certification serves as a notice to the Proposer that the EO imposes certain economic sanctions on contractors doing business in Russia as described in the EO, with reference to certain federal executive orders and the information available on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). The Proposer's failure to comply with the EO requirements may result in rejection of the Offer or termination of the Contract.

In accordance with Executive Order N-6-22, issued on March 4, 2022, by Governor Gavin Newsom, the undersigned hereby certifies on behalf of the entity identified below that:

1. It is in compliance with, and shall continue to comply with, economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under California law.

   **Yes ■ No ☐ Not Applicable ☐**

2. It has taken the following steps to assure compliance with the above-described economic sanctions [*describe measures taken, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine*]:

   _____
   _____.

3. It has obtained similar certifications from its Subcontractors anticipated to enter into Subcontracts valued in excess of $1,000,000.

   **Yes ■ No ☐ Not Applicable ☐**

4. It shall promptly notify VTA if becomes aware of any noncompliance with respect to itself or any of its Subcontractors, and shall provide quarterly reports to VTA regarding steps it has taken to assure compliance with the above-described economic sanctions, until such time as VTA provides notification that the economic sanctions have been lifted and reports are no longer required.

   **Yes ■ No ☐ Not Applicable ☐**

## 5.0 California Air Resources Board Certification

*Instructions: Proposer to complete.*

Proposer certifies that pursuant to section 2449(i) of Title 13, California Code of Regulations:

☐ A Certificate of Reported Compliance is not required.

☐ A Certificate of Reported Compliance is required and has or will be provided to VTA in accordance with the Request for Proposal.

☑ Not applicable.

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

A full explanation of all "No" answers shall be provided below.

| |
|---|
| |

The Proposer/Proposer Member/Subcontractor hereby declares under the penalty of perjury under the laws of the State of California that the certifications made above in No. 1 - 4 and the explanation given for any "No" answers are true and correct.

Executed on 01/09/2026 [***insert date***] at San Jose [***insert City***], CA [***insert State***]

_____

**Name and title**

_Alex Krimotat, Senior Advisor, Structural Integrity Associates, Inc.



_____

**Signature of Proposer's Representative** (or authorized representative)/ Proposer Member Representative (or authorized representative of the Proposer Member)/ Subcontractor (or authorized representative of the Subcontractor).

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

# PROPOSAL FORM 12: GENERAL CERTIFICATIONS

*Instructions: Complete for (1) the Proposer (executed by the Proposer's Representative) and (2) if the Proposer is a joint venture or partnership, a separate form for each Proposer Member (executed by the authorized representative of that Proposer Member) (if applicable) and (3) a separate form for each first-tier Subcontractor (executed by the authorized representative of the subcontractor) (if applicable).*

**PROPOSER:** BSV Delivery Partners

**PROPOSER MEMBER (if applicable):** Sunrise Pacific

**SUBCONTRACTOR (if applicable):** _____

The Proposer, each Proposer Member (if applicable), and each first-tier Subcontractor (if applicable), shall respond in a separate form with either "Yes" or "No" to each of the following where indicated. If the Proposer's/Proposer Member's/Subcontractor's response is "No", a full explanation shall be provided in the space following the last item.

Note: Providing a false certification may result in civil penalties and sanctions.

## 1.0 CERTIFICATE OF NONDISCRIMINATION

Proposer/Subcontractor: Sunrise Pacific

The Proposer/Subcontractor hereby certifies: that it does not unlawfully discriminate against any employee or applicant for employment with regard to race, sex, color, religion, ancestry, national origin, marital status, age (over 40), or disability (including AIDS, and cancer-related medical conditions); that it is in compliance with all applicable Federal, state, and local directives and executive orders regarding nondiscrimination in employment; and that it agrees to pursue positively and aggressively the principle of equal opportunity in employment. The Proposer/Subcontractor and its subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (California Gov. Code Section 12900 et seq.) and the applicable regulations promulgated thereunder. The Proposer/Subcontractor agrees specifically to adhere to the following:

(a) State in all solicitations or advertisements for employees that the Proposer/Subcontractor will consider all qualified applicants for employment without regard to race, sex, color, religion, ancestry, national origin, marital status, age (over 40), or disability (including AIDS, and cancer-related medical conditions).

**Yes** ■ **No** ☐ **Not Applicable** ☐

## 2.0 WHISTLEBLOWER REQUIREMENTS

*Instructions: For Subcontractors, only complete for each first-tier Subcontractor proposing over $100,000.*

Proposer/Subcontractor: Sunrise Pacific

The Proposer/Subcontractor certifies that it will comply with, and take no action, or adopt any rule, regulation or policy which is contrary to, the provisions set forth in California Labor Code Section 1101 et seq.

**Yes** ■ **No** ☐ **Not Applicable** ☐

## 3.0 IRAN CONTRACTING CERTIFICATION

*Instructions: Complete for projects valued at $1,000,000 or more.*

Proposer/Proposer Member/Subcontractor: Sunrise Pacific

Section 2200 et seq. of the California Public Contract Code (CPCC) prohibits a person from submitting a Proposal for a contract with a public entity for goods and services of $1,000,000 or more if that person is identified on a list created by the Department of General Services (DGS) pursuant to CPCC Section 2203(b). The list will include persons providing goods or services of $20,000,000 or more in the energy sector of Iran and financial institutions that extend $20,000,000 or more in credit to a person that will use the credit to provide goods or services in the energy sector in Iran. DGS is required to provide notification to each person that it intends to include on the list at least 90 days before adding the person to the list.

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

In accordance with CPCC Section 2204, the undersigned hereby certifies that:

It is not identified on a list created pursuant to CPCC Section 2203(b) as a person engaging in investment activities in Iran described in CPCC Section 2202.5(a), or as a person described in CPCC Section 2202.5(b), as applicable; or, it is on such a list but has received permission pursuant to CPCC Section 2203(c) or (d) to submit an Offer for [Project Name] Project.

**Yes ☐ No ☐ Not Applicable ■**

## 4.0 RUSSIA-UKRAINE CERTIFICATION

*Instructions: Complete for projects valued at $5,000,000 or more. For Subcontractors, only complete for each first-tier Subcontractor proposing over $1,000,000.*

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding steps to be taken by State agencies and grantees in response to Russian aggression in Ukraine. The EO is located at https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf.

This Certification serves as a notice to the Proposer that the EO imposes certain economic sanctions on contractors doing business in Russia as described in the EO, with reference to certain federal executive orders and the information available on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). The Proposer's failure to comply with the EO requirements may result in rejection of the Offer or termination of the Contract.

In accordance with Executive Order N-6-22, issued on March 4, 2022, by Governor Gavin Newsom, the undersigned hereby certifies on behalf of the entity identified below that:

1. It is in compliance with, and shall continue to comply with, economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under California law.

   **Yes ☐ No ☐ Not Applicable ■**

2. It has taken the following steps to assure compliance with the above-described economic sanctions [*describe measures taken, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine*]:

   _____
   _____.

3. It has obtained similar certifications from its Subcontractors anticipated to enter into Subcontracts valued in excess of $1,000,000.

   **Yes ☐ No ☐ Not Applicable ■**

4. It shall promptly notify VTA if becomes aware of any noncompliance with respect to itself or any of its Subcontractors, and shall provide quarterly reports to VTA regarding steps it has taken to assure compliance with the above-described economic sanctions, until such time as VTA provides notification that the economic sanctions have been lifted and reports are no longer required.

   **Yes ☐ No ☐ Not Applicable ■**

## 5.0 California Air Resources Board Certification

*Instructions: Proposer to complete.*

Proposer certifies that pursuant to section 2449(i) of Title 13, California Code of Regulations:

☐ A Certificate of Reported Compliance is not required.

☐ A Certificate of Reported Compliance is required and has or will be provided to VTA in accordance with the Request for Proposal.

☑ Not applicable.

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

A full explanation of all "No" answers shall be provided below.

My small firm and myself have never been involved with Iran, Russia and Ukraine.

The Proposer/Proposer Member/Subcontractor hereby declares under the penalty of perjury under the laws of the State of California that the certifications made above in No. 1 - 4 and the explanation given for any "No" answers are true and correct.

Executed on 1/9/2026 [***insert date***] at Moraga [***insert City***], California [***insert State***]

Ching L. Wu, President of Sunrise Pacific

**Name and title**

Ching L. Wu

**Signature of Proposer's Representative** (or authorized representative)/ Proposer Member Representative (or authorized representative of the Proposer Member)/ Subcontractor (or authorized representative of the Subcontractor).

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

# PROPOSAL FORM 12: GENERAL CERTIFICATIONS

*Instructions: Complete for (1) the Proposer (executed by the Proposer's Representative) and (2) if the Proposer is a joint venture or partnership, a separate form for each Proposer Member (executed by the authorized representative of that Proposer Member) (if applicable) and (3) a separate form for each first-tier Subcontractor (executed by the authorized representative of the subcontractor) (if applicable).*

**PROPOSER:** BSV Delivery Partners

**PROPOSER MEMBER (if applicable):** _____

**SUBCONTRACTOR (if applicable):** VST Engineering Inc.

The Proposer, each Proposer Member (if applicable), and each first-tier Subcontractor (if applicable), shall respond in a separate form with either "Yes" or "No" to each of the following where indicated. If the Proposer's/Proposer Member's/Subcontractor's response is "No", a full explanation shall be provided in the space following the last item.

Note: Providing a false certification may result in civil penalties and sanctions.

## 1.0 CERTIFICATE OF NONDISCRIMINATION

Proposer/Subcontractor: VST Engineering Inc.

The Proposer/Subcontractor hereby certifies: that it does not unlawfully discriminate against any employee or applicant for employment with regard to race, sex, color, religion, ancestry, national origin, marital status, age (over 40), or disability (including AIDS, and cancer-related medical conditions); that it is in compliance with all applicable Federal, state, and local directives and executive orders regarding nondiscrimination in employment; and that it agrees to pursue positively and aggressively the principle of equal opportunity in employment. The Proposer/Subcontractor and its subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (California Gov. Code Section 12900 et seq.) and the applicable regulations promulgated thereunder. The Proposer/Subcontractor agrees specifically to adhere to the following:

(a) State in all solicitations or advertisements for employees that the Proposer/Subcontractor will consider all qualified applicants for employment without regard to race, sex, color, religion, ancestry, national origin, marital status, age (over 40), or disability (including AIDS, and cancer-related medical conditions).

**Yes ■ No ☐ Not Applicable ☐**

## 2.0 WHISTLEBLOWER REQUIREMENTS

*Instructions: For Subcontractors, only complete for each first-tier Subcontractor proposing over $100,000.*

Proposer/Subcontractor: VST Engineering Inc.

The Proposer/Subcontractor certifies that it will comply with, and take no action, or adopt any rule, regulation or policy which is contrary to, the provisions set forth in California Labor Code Section 1101 et seq.

**Yes ■ No ☐ Not Applicable ☐**

## 3.0 IRAN CONTRACTING CERTIFICATION

*Instructions: Complete for projects valued at $1,000,000 or more.*

Proposer/Proposer Member/Subcontractor: VST Engineering Inc.

Section 2200 et seq. of the California Public Contract Code (CPCC) prohibits a person from submitting a Proposal for a contract with a public entity for goods and services of $1,000,000 or more if that person is identified on a list created by the Department of General Services (DGS) pursuant to CPCC Section 2203(b). The list will include persons providing goods or services of $20,000,000 or more in the energy sector of Iran and financial institutions that extend $20,000,000 or more in credit to a person that will use the credit to provide goods or services in the energy sector in Iran. DGS is required to provide notification to each person that it intends to include on the list at least 90 days before adding the person to the list.

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

In accordance with CPCC Section 2204, the undersigned hereby certifies that:

It is not identified on a list created pursuant to CPCC Section 2203(b) as a person engaging in investment activities in Iran described in CPCC Section 2202.5(a), or as a person described in CPCC Section 2202.5(b), as applicable; or, it is on such a list but has received permission pursuant to CPCC Section 2203(c) or (d) to submit an Offer for [Project Name] Project.

**Yes ■ No ☐ Not Applicable ☐**

## 4.0 RUSSIA-UKRAINE CERTIFICATION

*Instructions: Complete for projects valued at $5,000,000 or more. For Subcontractors, only complete for each first-tier Subcontractor proposing over $1,000,000.*

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding steps to be taken by State agencies and grantees in response to Russian aggression in Ukraine. The EO is located at https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf.

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In accordance with Executive Order N-6-22, issued on March 4, 2022, by Governor Gavin Newsom, the undersigned hereby certifies on behalf of the entity identified below that:

1. It is in compliance with, and shall continue to comply with, economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under California law.

   **Yes ☐ No ☐ Not Applicable ■**

2. It has taken the following steps to assure compliance with the above-described economic sanctions [*describe measures taken, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine*]:

   _____
   _____.

3. It has obtained similar certifications from its Subcontractors anticipated to enter into Subcontracts valued in excess of $1,000,000.

   **Yes ☐ No ☐ Not Applicable ■**

4. It shall promptly notify VTA if becomes aware of any noncompliance with respect to itself or any of its Subcontractors, and shall provide quarterly reports to VTA regarding steps it has taken to assure compliance with the above-described economic sanctions, until such time as VTA provides notification that the economic sanctions have been lifted and reports are no longer required.

   **Yes ☐ No ☐ Not Applicable ■**

## 5.0 California Air Resources Board Certification

*Instructions: Proposer to complete.*

Proposer certifies that pursuant to section 2449(i) of Title 13, California Code of Regulations:

☑ A Certificate of Reported Compliance is not required.

☐ A Certificate of Reported Compliance is required and has or will be provided to VTA in accordance with the Request for Proposal.

☐ Not applicable.

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

A full explanation of all "No" answers shall be provided below.

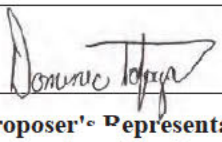
| |
|---|
| |

The Proposer/Proposer Member/Subcontractor hereby declares under the penalty of perjury under the laws of the State of California that the certifications made above in No. 1 - 4 and the explanation given for any "No" answers are true and correct.

Executed on 1/9/2026 [*insert date*] at Oakland [*insert City*], CA [*insert State*]

Dominic Tafoya, Chief Sales and Marketing Officer

**Name and title**



**Signature of Proposer's Representative** (or authorized representative)/ Proposer Member Representative (or authorized representative of the Proposer Member)/ Subcontractor (or authorized representative of the Subcontractor).

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

# Form 13 — Non-Collusion Declaration

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

# PROPOSAL FORM 13: NON-COLLUSION DECLARATION

*Instructions: The Proposer (executed by the Proposer's Representative) must complete this form and include in the Proposal.*

State of California

County of Alameda).

The undersigned declares:

I am the JV Board Member (TITLE) of BSV Delivery Partners (COMPANY), the party making the foregoing Proposal.

The Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Proposal is genuine and not collusive or sham. The Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham Proposal. The Proposer has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham Proposal, or to refrain from proposing. The Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Proposal price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the Proposal price, or of that of any other Proposer. All statements contained in the Proposal are true. The Proposer has not, directly or indirectly, submitted his or her Proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, Proposal depository, or to any member or agent thereof, to effectuate a collusive or sham Proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and

correct and that this declaration is executed on this 9th day of January, 2026

at Oakland (CITY), California (STATE).

**SIGN AND DATE**

**Signature of Declarant:** Shannon Gaffney

**Name (print):** Shannon Gaffney

**Title:** JV Board Member | Vice President (HNTB)

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

# Form 14 — References

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

# PROPOSAL FORM 14: REFERENCES

*Instructions: The Proposer (executed by the Proposer's Representative) must complete this form and include in the Proposal. Provide the name, title, email addresses and phone number of #@#3#@# clients from the last #@#3#@# projects to be contacted for references. The contact person provided with each reference must be capable of responding to email inquiries within three working days or reachable by phone within three attempts.*

**A. ENTER PROJECT AND PROPOSER INFORMATION**

**Contract Name** BART Silicon Valley Phase II (BSVII) Program Management Services

**Contract Number** V23161

**Proposer Name** BSV Delivery Partners

**B. ENTER REFERENCE INFORMATION**

**REFERENCE 1**

Owner Agency/Firm Name: San Francisco Municipal Transportation Agency | Central Subway Extension

Address: 1 South Van Ness Avenue, SF, CA 94103 Phone No.: (415) 660-5397

Contact Name for Owner: Jane Wang Email for Contact: Jane.Wang@sfmta.com

Dollar Value of Project: $ 1.9 Billion Date Started: 2009 (WSP) 2009 (HNTB) Date Completed: 2023 (WSP) 2023 (HNTB)

Detailed Scope of Work: WSP and HNTB each led their own JV teams. WSP's JV was responsible for design and design support during construction (DSDC) for the tunnels and portal, three underground stations, and utility relocations. HNTB's JV was responsible for design and DSDC for the track alignment, special trackwork detailing, utility relocation and rail system design (including automatic train control), traction power, and communications. During the construction phase, HNTB and WSP actively problem-solved with SFMTA and the contractor to maintain progress.

**REFERENCE 2**

Owner Agency/Firm Name: California High-Speed Rail Authority | California High-Speed Rail Program

Address: Phone No.: (559) 250-2667

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

770 L Street, Suite 620, Sacramento, CA 95814

Contact Name for Owner: Dennis Teran, PE Email for Contact: dennis.teran@hsr.ca.gov

Dollar Value of Project: $ 106 Billion Date Started: 1998 (WSP) 2006 (HNTB) Date Completed: Ongoing (WSP) Ongoing (HNTB)

Detailed Scope of Work: WSP led program management, overseeing the planning, design, construction and operation of the network. In addition to coordinating and overseeing 75 regional consultant design teams as well as conducting quality reviews of engineering deliverables to maintain project-wide standards, WSP created the first program-level FRA DB Program Plan. HNTB most recently oversaw the design-build contract for Construction Package 4 (CP4), which includes more than 22 miles of rail and 14 structures in Central Valley. HNTB also prepared engineering and environmental studies for approximately 400 miles, including San Francisco to San Jose and San Jose to Central Valley sections, and is completing the final design contract for 18.5 miles of the Fresno to Bakersfield Locally Generated Alternative (LGA) project.

**REFERENCE 3**

Owner Agency/Firm Name: Virginia Department of Transportation | Hampton Roads Bridge-Tunnel Extension

Address: 1401 E. Broad Street, Richmond, VA, 23219 Phone No.: (757) 374-9809

Contact Name for Owner: Bradley Weidenhammer, PE, DBIA Email for Contact: Bradley.Weidenhammer@vdot.virginia.gov

Dollar Value of Project: $ 3.9 Billion Date Started: 2019 (WSP) 2023 (HNTB) Date Completed: Ongoing (WSP) Ongoing (HNTB)

Detailed Scope of Work: HNTB fulfills the VDOT Project Director role on this contract, providing strategic vision and leadership to the entire VDOT team on the project. Further tasks included dispute resolution, stakeholder outreach, coordination of VDOT's team of more than 80 full-time onsite consultants and staff, coordination with permitting agencies including USACE and Department of Environmental Quality (DEQ), technical issue resolution, change management oversight, and project controls oversight. The WSP team serves as the Engineering and Construction Services Consultant, overseeing the design and construction of the entire project, including the expansion of the HRBT tunnels and approaches in Hampton Roads. In this role, WSP brings engineering and construction professionals with technical experience in delivering complex tunnel design and construction projects.

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

# Form 15 — Key Personnel Statement of Availability

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

# PROPOSAL FORM 15: KEY PERSONNEL STATEMENT OF AVAILABILITY

*Instructions: The Proposer must complete this form (executed by the Proposer's Representative), and include each Key Personnel engaged directly by the Proposer. Each Proposer Member or Subcontractor that engages Key Personnel must complete an additional form (executed by the authorized representative of the Proposer Member or Subcontractor, as applicable), and include each Key Personnel engaged directly by the Proposer Member or Subcontractor. In aggregate, the statements shall cover all the Key Personnel positions required to be engaged for the Work under the terms of the Contract and any additional Key Personnel positions offered in the Proposer's Proposal that are not required under the terms of the Contract. To the extent additional Key Personnel positions are offered in the Proposer's Proposal, the Proposer is reminded that these will be incorporated as Key Personnel under the Contract.*

**PROPOSER:** BSV Delivery Partners ("**Proposer**")

**PROPOSER MEMBER (if applicable):** HNTB Corporation

**SUBCONTRACTOR (if applicable):**_____

**KEY PERSONNEL**:

| **Position** | **Name** |
|---|---|
| Tunnel Project Manager | Chuck Morganson |
| | |
| | |

*[Add additional lines as necessary.]*

Understanding VTA's concern that the personnel resources specifically represented and listed in this Proposal actually be assigned to the Project and not also be committed to other projects, we hereby commit that, if the Proposer is identified as the Successful Proposer and enters into the Contract, we will use the named individuals above for their stated positions and that, to the extent within our control, such individuals will be available for the periods necessary to fulfill their Project-related responsibilities in accordance with the terms of the Contract. We acknowledge that any changes to the Key Personnel identified on this form will be subject to the terms of the Contract. We confirm that resumes for each of the Key Personnel identified on this form have been included in the Proposal submitted by the Proposer.

Shannon Gaffney, Vice President
_____ Name and Title

_____ Signature of Proposer (or Proposer's Representative)/ Proposer Member (or Proposer Member's Representative)/ Subcontractor (or Subcontractor's Representative)

1/9/2026
_____ Date

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

# PROPOSAL FORM 15: KEY PERSONNEL STATEMENT OF AVAILABILITY

*Instructions: The Proposer must complete this form (executed by the Proposer's Representative), and include each Key Personnel engaged directly by the Proposer. Each Proposer Member or Subcontractor that engages Key Personnel must complete an additional form (executed by the authorized representative of the Proposer Member or Subcontractor, as applicable), and include each Key Personnel engaged directly by the Proposer Member or Subcontractor. In aggregate, the statements shall cover all the Key Personnel positions required to be engaged for the Work under the terms of the Contract and any additional Key Personnel positions offered in the Proposer's Proposal that are not required under the terms of the Contract. To the extent additional Key Personnel positions are offered in the Proposer's Proposal, the Proposer is reminded that these will be incorporated as Key Personnel under the Contract.*

**PROPOSER:** BSV Delivery Partners ("**Proposer**")

**PROPOSER MEMBER (if applicable):** WSP USA Inc.

**SUBCONTRACTOR (if applicable):** N/A

**KEY PERSONNEL**:

| **Position** | **Name** |
|---|---|
| Program Manager | Kieran Spillane |
| Safety & Security Manager | Lurae Stuart |
| Project Controls Manager | Drew Pearce |

*[Add additional lines as necessary.]*

Understanding VTA's concern that the personnel resources specifically represented and listed in this Proposal actually be assigned to the Project and not also be committed to other projects, we hereby commit that, if the Proposer is identified as the Successful Proposer and enters into the Contract, we will use the named individuals above for their stated positions and that, to the extent within our control, such individuals will be available for the periods necessary to fulfill their Project-related responsibilities in accordance with the terms of the Contract. We acknowledge that any changes to the Key Personnel identified on this form will be subject to the terms of the Contract. We confirm that resumes for each of the Key Personnel identified on this form have been included in the Proposal submitted by the Proposer.

Shalonda A. Baldwin Name and Title
Senior Vice President | California Regional Business Leader

_____ Signature of Proposer (or Proposer's Representative)/ Proposer Member (or Proposer Member's Representative)/ Subcontractor (or Subcontractor's Representative)

January 9, 2026 Date

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

# PROPOSAL FORM 15: KEY PERSONNEL STATEMENT OF AVAILABILITY

*Instructions: The Proposer must complete this form (executed by the Proposer's Representative), and include each Key Personnel engaged directly by the Proposer. Each Proposer Member or Subcontractor that engages Key Personnel must complete an additional form (executed by the authorized representative of the Proposer Member or Subcontractor, as applicable), and include each Key Personnel engaged directly by the Proposer Member or Subcontractor. In aggregate, the statements shall cover all the Key Personnel positions required to be engaged for the Work under the terms of the Contract and any additional Key Personnel positions offered in the Proposer's Proposal that are not required under the terms of the Contract. To the extent additional Key Personnel positions are offered in the Proposer's Proposal, the Proposer is reminded that these will be incorporated as Key Personnel under the Contract.*

**PROPOSER:** BSV Delivery Partners ("**Proposer**")

**PROPOSER MEMBER (if applicable):** _____

**SUBCONTRACTOR (if applicable):** EPC Consultants, Inc.

**KEY PERSONNEL**:

| **Position** | **Name** |
|---|---|
| Engineering Manager | Chris Metzger |
| | |
| | |

*[Add additional lines as necessary.]*

Understanding VTA's concern that the personnel resources specifically represented and listed in this Proposal actually be assigned to the Project and not also be committed to other projects, we hereby commit that, if the Proposer is identified as the Successful Proposer and enters into the Contract, we will use the named individuals above for their stated positions and that, to the extent within our control, such individuals will be available for the periods necessary to fulfill their Project-related responsibilities in accordance with the terms of the Contract. We acknowledge that any changes to the Key Personnel identified on this form will be subject to the terms of the Contract. We confirm that resumes for each of the Key Personnel identified on this form have been included in the Proposal submitted by the Proposer.

Steve Wang, Managing Princi
_____ Name and Title

_____ Signature of Proposer (or Proposer's Representative)/ Proposer Member (or Proposer Member's Representative)/ Subcontractor (or Subcontractor's Representative)

1/9/2026
_____ Date

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

# PROPOSAL FORM 15: KEY PERSONNEL STATEMENT OF AVAILABILITY

*Instructions: The Proposer must complete this form (executed by the Proposer's Representative), and include each Key Personnel engaged directly by the Proposer. Each Proposer Member or Subcontractor that engages Key Personnel must complete an additional form (executed by the authorized representative of the Proposer Member or Subcontractor, as applicable), and include each Key Personnel engaged directly by the Proposer Member or Subcontractor. In aggregate, the statements shall cover all the Key Personnel positions required to be engaged for the Work under the terms of the Contract and any additional Key Personnel positions offered in the Proposer's Proposal that are not required under the terms of the Contract. To the extent additional Key Personnel positions are offered in the Proposer's Proposal, the Proposer is reminded that these will be incorporated as Key Personnel under the Contract.*

**PROPOSER:** BSV Delivery Partners ("**Proposer**")

**PROPOSER MEMBER (if applicable):**_____

**SUBCONTRACTOR (if applicable):** Quality Engineering, Inc.

**KEY PERSONNEL**:

| **Position** | **Name** |
|---|---|
| Quality Assurance Manager | Chris Ralston |
| | |
| | |

*[Add additional lines as necessary.]*

Understanding VTA's concern that the personnel resources specifically represented and listed in this Proposal actually be assigned to the Project and not also be committed to other projects, we hereby commit that, if the Proposer is identified as the Successful Proposer and enters into the Contract, we will use the named individuals above for their stated positions and that, to the extent within our control, such individuals will be available for the periods necessary to fulfill their Project-related responsibilities in accordance with the terms of the Contract. We acknowledge that any changes to the Key Personnel identified on this form will be subject to the terms of the Contract. We confirm that resumes for each of the Key Personnel identified on this form have been included in the Proposal submitted by the Proposer.

Steven A. Ralston, V.P.
_____ Name and Title

_____ Signature of Proposer (or Proposer's Representative)/ Proposer Member (or Proposer Member's Representative)/ Subcontractor (or Subcontractor's Representative)

01/09/2026
_____ Date

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

# Form 16 — Designation of Proposer's Representative

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

# PROPOSAL FORM 16: DESIGNATION OF PROPOSER'S REPRESENTATIVE

*Instructions: The Proposer (executed by the Proposer's Representative) must complete this form and include in the Proposal.*

The Proposer hereby designates as its Proposer's Representative the person listed below. The Proposer's Representative shall have full authority to act on the Proposer's behalf in all matters within the scope of this Proposal.

**Name of Proposer's Representative:** Kieran Spillane | Senior Vice President, Program Management

**Business Address:** _____

**Business Phone:** [redacted]

**Business Email:** [redacted]

**24-Hour Emergency Phone:** _____

**Designated Alternate:** _____

**Alternate's 24-Hour Emergency Phone:** [redacted]

The person signing this Designation of Proposer's Representative for the Proposer certifies that he or she is authorized by the Proposer to do so and that the Proposer shall be bound contractually by that signature.

**Signature:** Shannon Gaffney

**Name (print):** Shannon Gaffney

**Title:** JV Board Member | Vice President (HNTB)

**Date:** January 9, 2026

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

# Form 18 — Debarement and Suspension Certification

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

# PROPOSAL FORM 18: DEBARMENT AND SUSPENSION CERTIFICATION

**Proposer Debarment and Suspension Certification**

*Instructions: Complete for (1) the Proposer (executed by the Proposer's Representative) and (2) if the Proposer is a joint venture or partnership, a separate form for each Proposer Member (executed by the authorized representative of that Proposer Member) (if applicable).*

The Proposer, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

have not within a three-year period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and

have not within a three-year period preceding this Proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

If there are any exceptions to this certification, insert the exceptions in the following space.

N/A

Exceptions will not necessarily result in denial of award, but will be considered in determining Proposer responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal.

N/A

By my signature on this Proposal Form, I certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification is true and correct.

**SIGN AND DATE**

**Signature:** Shannon Gaffney

**Name (print):** Shannon Gaffney

**Title:** JV Board Member, Vice President (HNTB)

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

BSV Delivery Partners

**Date:** January 9, 2026

**Subcontractor Debarment and Suspension Certification**

*Instructions: Complete a separate form for each first-tier Subcontractor (executed by the authorized representative of the Subcontractor) and submit with the Proposal.*

Subcontractor, under penalty of perjury, certifies that, to the best of its knowledge and belief, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager, hereby certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

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---

By my signature on this Proposal Form, I certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Debarment and Suspension Certification is true and correct.

**SIGN AND DATE**

**Signature:** _____

**Name (print):** _____

**Title:** _____

**Date:** _____

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

# PROPOSAL FORM 18: DEBARMENT AND SUSPENSION CERTIFICATION

**Proposer Debarment and Suspension Certification**

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have not within a three-year period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and

have not within a three-year period preceding this Proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

If there are any exceptions to this certification, insert the exceptions in the following space.

No exceptions

_____

_____

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---

By my signature on this Proposal Form, I certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification is true and correct.

**SIGN AND DATE**

**Signature:** Shannon Gaffney

**Name (print):** Shannon Gaffney

**Title:** Vice President, HNTB Corporation

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

**Date:** 1/9/2026

**Subcontractor Debarment and Suspension Certification**

*Instructions: Complete a separate form for each first-tier Subcontractor (executed by the authorized representative of the Subcontractor) and submit with the Proposal.*

Subcontractor, under penalty of perjury, certifies that, to the best of its knowledge and belief, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager, hereby certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

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Notes: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal.

---

By my signature on this Proposal Form, I certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Debarment and Suspension Certification is true and correct.

**SIGN AND DATE**

**Signature:** _____

**Name (print):** _____

**Title:** _____

**Date:** _____

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

# PROPOSAL FORM 18: DEBARMENT AND SUSPENSION CERTIFICATION

**Proposer Debarment and Suspension Certification**

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N/A

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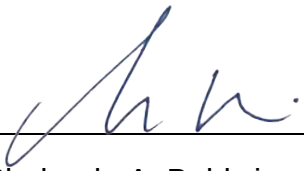
Notes: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal.

N/A

By my signature on this Proposal Form, I certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification is true and correct.

**SIGN AND DATE**

**Signature:** 

**Name (print):** Shalonda A. Baldwin

**Title:** Senior Vice President | California Regional Business Leader

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

WSP USA Inc.

**Date:** January 9, 2026

**Subcontractor Debarment and Suspension Certification**

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Subcontractor, under penalty of perjury, certifies that, to the best of its knowledge and belief, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager, hereby certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

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The above certification is part of the Proposal.

---

By my signature on this Proposal Form, I certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Debarment and Suspension Certification is true and correct.

**SIGN AND DATE**

**Signature:** _____

**Name (print):** _____

**Title:** _____

**Date:** _____

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

# PROPOSAL FORM 18: DEBARMENT AND SUSPENSION CERTIFICATION

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**SIGN AND DATE**

**Signature:** _____

**Name (print):** _____

**Title:** _____

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

**Date:** _____

## Subcontractor Debarment and Suspension Certification

*Instructions: Complete a separate form for each first-tier Subcontractor (executed by the authorized representative of the Subcontractor) and submit with the Proposal.*

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---

By my signature on this Proposal Form, I certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Debarment and Suspension Certification is true and correct.

**SIGN AND DATE**

**Signature:** Afshin Abtahi

Digitally signed by Afshin Abtahi
DN: cn=Afshin Abtahi, c=US, o=Abtahi Engineering Management Consulting, ou=Management, email=abtahiengineering@gmail.com
Date: 2025.12.23 17:10:17 -08'00'

**Name (print):** Afshin Abtahi

**Title:** President and Owner, AEMC

**Date:** 12/23/25

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

# PROPOSAL FORM 18: DEBARMENT AND SUSPENSION CERTIFICATION

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---

By my signature on this Proposal Form, I certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification is true and correct.

**SIGN AND DATE**

**Signature:** _____

**Name (print):** _____

**Title:** _____

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

**Date:** _____

## Subcontractor Debarment and Suspension Certification

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Subcontractor, under penalty of perjury, certifies that, to the best of its knowledge and belief, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager, hereby certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

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---

By my signature on this Proposal Form, I certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Debarment and Suspension Certification is true and correct.

**SIGN AND DATE**

**Signature:** 

**Name (print):** Robert Goodfellow

**Title:** Senior Vice President, Aldea

**Date:** 01/09/2026

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

# PROPOSAL FORM 18: DEBARMENT AND SUSPENSION CERTIFICATION

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**SIGN AND DATE**

**Signature:** _____

**Name (print):** _____

**Title:** _____

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

**Date:** _____

## Subcontractor Debarment and Suspension Certification

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---

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**SIGN AND DATE**

**Signature:** Mahsa Azad

**Name (print):** Mahsa Azad

**Title:** President, AZAD

**Date:** 1/9/2026

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

# PROPOSAL FORM 18: DEBARMENT AND SUSPENSION CERTIFICATION

**Proposer Debarment and Suspension Certification**

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**Signature:** _____

**Name (print):** _____

**Title:** _____

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

**Date:** 1/9/2026

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The above certification is part of the Proposal.

By my signature on this Proposal Form, I certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Debarment and Suspension Certification is true and correct.

**SIGN AND DATE**

**Signature:** Digitally signed by Gordon C. Sweet, PE
DN: CN=G. E=gsweet@bkf.com, O=BKF Engineers, CN="Gordon C. Sweet, PE"
Location: San Jose, CA
Reason: I agree to the terms defined by the placement of my signature on this document
Date: 2026.1.22 12:59:59-08'00'

**Name (print):** Gordon Sweet, PE

**Title:** Principal - BKF Engineers

**Date:** 1/9/2026

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

# PROPOSAL FORM 18: DEBARMENT AND SUSPENSION CERTIFICATION

**Proposer Debarment and Suspension Certification**

*Instructions: Complete for (1) the Proposer (executed by the Proposer's Representative) and (2) if the Proposer is a joint venture or partnership, a separate form for each Proposer Member (executed by the authorized representative of that Proposer Member) (if applicable).*

The Proposer, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

have not within a three-year period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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By my signature on this Proposal Form, I certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification is true and correct.

**SIGN AND DATE**

**Signature:** _____

**Name (print):** _____

**Title:** _____

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

**Date:** _____

## Subcontractor Debarment and Suspension Certification

*Instructions: Complete a separate form for each first-tier Subcontractor (executed by the authorized representative of the Subcontractor) and submit with the Proposal.*

Subcontractor, under penalty of perjury, certifies that, to the best of its knowledge and belief, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager, hereby certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

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**SIGN AND DATE**

**Signature:** 

**Name (print):** Randall D. Martinez

**Title:** Executive Vice President, Cordoba

**Date:** 1/9/2026

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

# PROPOSAL FORM 18: DEBARMENT AND SUSPENSION CERTIFICATION

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**Signature:** _____

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**Title:** _____

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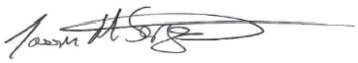
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**SIGN AND DATE**

**Signature:** 

**Name (print):** Jason M. Sergent

**Title:** President, dss+ Transportation LLC

**Date:** 1/9/2026

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

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By my signature on this Proposal Form, I certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Debarment and Suspension Certification is true and correct.

**SIGN AND DATE**

**Signature:** 

**Name (print):** Edward J. Cording

**Title:** Geotechnical Consultant, Edward J. Cording

**Date:** January 9, 2026

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

# PROPOSAL FORM 18: DEBARMENT AND SUSPENSION CERTIFICATION

**Proposer Debarment and Suspension Certification**

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**Title:** _____

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**SIGN AND DATE**

**Signature:** 

**Name (print):** Daniel Badelita

**Title:** President, ELLE Consultants Incorporated

**Date:** 01/09/2026

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

# PROPOSAL FORM 18: DEBARMENT AND SUSPENSION CERTIFICATION

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**Signature:** _____

**Name (print):** _____

**Title:** _____

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**Date:** _____

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No exceptions.

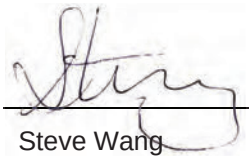
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**SIGN AND DATE**

**Signature:** 

**Name (print):** Steve Wang

**Title:** Managing Principal, EPC Consultants, Inc.

**Date:** 1/9/2026

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

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**Date:** 1/9/26

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**SIGN AND DATE**

**Signature:**

**Name (print):** Gregg Korbin

**Title:** Geotechnical Consultant

**Date:** 1/9/26

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

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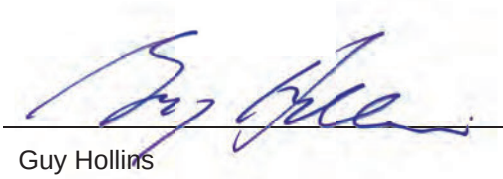
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**SIGN AND DATE**

**Signature:** 

**Name (print):** Guy Hollins

**Title:** President/CEO, Hollins Consulting, Inc.

**Date:** 1/9/2026

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

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*Instructions: Complete a separate form for each first-tier Subcontractor (executed by the authorized representative of the Subcontractor) and submit with the Proposal.*

Subcontractor, under penalty of perjury, certifies that, to the best of its knowledge and belief, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager, hereby certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

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Exceptions will not necessarily result in denial of award, but will be considered in determining Proposer responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal.

---

By my signature on this Proposal Form, I certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Debarment and Suspension Certification is true and correct.

**SIGN AND DATE**

**Signature:** 

**Name (print):** Vijay Mididaddi

**Title:** Managing Partner, Intueor Consulting Inc.

**Date:** 01/09/2026

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

# PROPOSAL FORM 18: DEBARMENT AND SUSPENSION CERTIFICATION

**Proposer Debarment and Suspension Certification**

*Instructions: Complete for (1) the Proposer (executed by the Proposer's Representative) and (2) if the Proposer is a joint venture or partnership, a separate form for each Proposer Member (executed by the authorized representative of that Proposer Member) (if applicable).*

The Proposer, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

have not within a three-year period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and

have not within a three-year period preceding this Proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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The above certification is part of the Proposal.

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By my signature on this Proposal Form, I certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification is true and correct.

**SIGN AND DATE**

**Signature:** _____

**Name (print):** _____

**Title:** _____

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

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**Date:** _____

**Subcontractor Debarment and Suspension Certification**

*Instructions: Complete a separate form for each first-tier Subcontractor (executed by the authorized representative of the Subcontractor) and submit with the Proposal.*

Subcontractor, under penalty of perjury, certifies that, to the best of its knowledge and belief, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager, hereby certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

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By my signature on this Proposal Form, I certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Debarment and Suspension Certification is true and correct.

**SIGN AND DATE**

**Signature:** Dina J Wong

**Name (print):** Dina J. Wong

**Title:** Secretary, Jensen Hughes Inc.

**Date:** 1/9/2025

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

# PROPOSAL FORM 18: DEBARMENT AND SUSPENSION CERTIFICATION

**Proposer Debarment and Suspension Certification**

*Instructions: Complete for (1) the Proposer (executed by the Proposer's Representative) and (2) if the Proposer is a joint venture or partnership, a separate form for each Proposer Member (executed by the authorized representative of that Proposer Member) (if applicable).*

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The above certification is part of the Proposal.

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By my signature on this Proposal Form, I certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification is true and correct.

**SIGN AND DATE**

**Signature:** _____

**Name (print):** _____

**Title:** _____

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

Date: _____

**Subcontractor Debarment and Suspension Certification**

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By my signature on this Proposal Form, I certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Debarment and Suspension Certification is true and correct.

**SIGN AND DATE**

**Signature:** _____

**Name (print):** Josephine T. Hughes

**Title:** CEO - Josephine's Professional Staffing, Inc.

**Date:** December 22, 2025

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

# PROPOSAL FORM 18: DEBARMENT AND SUSPENSION CERTIFICATION

**Proposer Debarment and Suspension Certification**

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**SIGN AND DATE**

**Signature:** _____

**Name (print):** _____

**Title:** _____

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

**Date:** _____

**Subcontractor Debarment and Suspension Certification**

*Instructions: Complete a separate form for each first-tier Subcontractor (executed by the authorized representative of the Subcontractor) and submit with the Proposal.*

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By my signature on this Proposal Form, I certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Debarment and Suspension Certification is true and correct.

**SIGN AND DATE**

**Signature:** Rachael R. Keish

**Name (print):** Rachael Keish

**Title:** Chief Executive Officer, Keish Inc

**Date:** 1/09/2026

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

# PROPOSAL FORM 18: DEBARMENT AND SUSPENSION CERTIFICATION

**Proposer Debarment and Suspension Certification**

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**SIGN AND DATE**

**Signature:** _____

**Name (print):** _____

**Title:** _____

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

**Date:** _____

**Subcontractor Debarment and Suspension Certification**

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By my signature on this Proposal Form, I certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Debarment and Suspension Certification is true and correct.

**SIGN AND DATE**

**Signature:** HAKivett

**Name (print):** Hanan Kivett

**Title:** Sole Proprietor, KivettConsult

**Date:** 1/9/2026

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

# PROPOSAL FORM 18: DEBARMENT AND SUSPENSION CERTIFICATION

**Proposer Debarment and Suspension Certification**

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**SIGN AND DATE**

**Signature:** _____

**Name (print):** _____

**Title:** _____

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

**Date:** _____

**Subcontractor Debarment and Suspension Certification**

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Not applicable

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By my signature on this Proposal Form, I certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Debarment and Suspension Certification is true and correct.

**SIGN AND DATE**

**Signature:** Katy Tseng Wong

**Name (print):** Katy Tseng Wong

**Title:** Owner / Principal - KTW Consulting, LLC

**Date:** 1/9/2026

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

# PROPOSAL FORM 18: DEBARMENT AND SUSPENSION CERTIFICATION

**Proposer Debarment and Suspension Certification**

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The above certification is part of the Proposal.

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By my signature on this Proposal Form, I certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification is true and correct.

**SIGN AND DATE**

**Signature:** _____

**Name (print):** _____

**Title:** _____

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

**Date:** _____

## Subcontractor Debarment and Suspension Certification

*Instructions: Complete a separate form for each first-tier Subcontractor (executed by the authorized representative of the Subcontractor) and submit with the Proposal.*

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N/A

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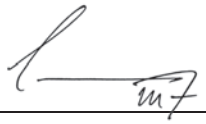
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The above certification is part of the Proposal.

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By my signature on this Proposal Form, I certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Debarment and Suspension Certification is true and correct.

**SIGN AND DATE**

**Signature:** 

**Name (print):** Lawrence Y. Frost

**Title:** Contracts Manager, Luster National, Inc.

**Date:** 12/23/2025

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

# PROPOSAL FORM 18: DEBARMENT AND SUSPENSION CERTIFICATION

**Proposer Debarment and Suspension Certification**

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**Signature:** _____

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Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

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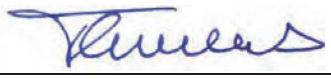
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By my signature on this Proposal Form, I certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Debarment and Suspension Certification is true and correct.

**SIGN AND DATE**

**Signature:** 

**Name (print):** Prof. Dr.-Ing. Markus Thewes

**Title:** Owner

**Date:** 1/9/2026

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

# PROPOSAL FORM 18: DEBARMENT AND SUSPENSION CERTIFICATION

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None

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**Date:** _____

**Subcontractor Debarment and Suspension Certification**

*Instructions: Complete a separate form for each first-tier Subcontractor (executed by the authorized representative of the Subcontractor) and submit with the Proposal.*

Subcontractor, under penalty of perjury, certifies that, to the best of its knowledge and belief, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager, hereby certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

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None

Exceptions will not necessarily result in denial of award, but will be considered in determining Proposer responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal.

---

By my signature on this Proposal Form, I certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Debarment and Suspension Certification is true and correct.

**SIGN AND DATE**

**Signature:** O. Livingston

**Name (print):** Omone O. Livingston, MSCE, CCM, ENV SP

**Title:** President & CEO, O2EPCM, Inc.

**Date:** 1/9/2026

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

# PROPOSAL FORM 18: DEBARMENT AND SUSPENSION CERTIFICATION

**Proposer Debarment and Suspension Certification**

*Instructions: Complete for (1) the Proposer (executed by the Proposer's Representative) and (2) if the Proposer is a joint venture or partnership, a separate form for each Proposer Member (executed by the authorized representative of that Proposer Member) (if applicable).*

The Proposer, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

have not within a three-year period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and

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By my signature on this Proposal Form, I certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification is true and correct.

**SIGN AND DATE**

**Signature:** _____

**Name (print):** _____

**Title:** _____

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

**Date:** _____

## Subcontractor Debarment and Suspension Certification

*Instructions: Complete a separate form for each first-tier Subcontractor (executed by the authorized representative of the Subcontractor) and submit with the Proposal.*

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By my signature on this Proposal Form, I certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Debarment and Suspension Certification is true and correct.

**SIGN AND DATE**

**Signature:** Steven A Ralston

**Name (print):** Steven A. Ralston

**Title:** Vice President, Quality Engineering, Inc.

**Date:** 01/09/2026

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

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**Title:** _____

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F



Date: _____

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**SIGN AND DATE**

**Signature:** James Foley

**Name (print):** James Foley-Schnabel Engineering West, Inc.

**Title:** Principal

**Date:** 01/09/2026

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

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**Title:** _____

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**SIGN AND DATE**

**Signature:** Nicholas Nguy

**Name (print):** Nicholas Nguy

**Title:** Controller, Signet Testing Laboratories, Inc.

**Date:** 01/12/2026

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

# PROPOSAL FORM 18: DEBARMENT AND SUSPENSION CERTIFICATION

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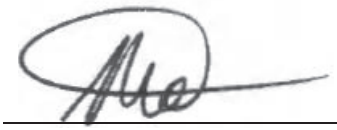
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**SIGN AND DATE**

**Signature:** 

**Name (print):** Matthew Ajiake

**Title:** President, SONIKA Corporation

**Date:** 1/9/2026

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

# PROPOSAL FORM 18: DEBARMENT AND SUSPENSION CERTIFICATION

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**Signature:** _____

**Name (print):** _____

**Title:** _____

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

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**SIGN AND DATE**

**Signature:** Rishi Patel Digitally signed by Rishi Patel DN: C=US, E=rishi@soraengineering.com, O=SORA Engineering, OU=Engineering, CN=Rishi Patel Date: 2025.12.21 22:58:32-08'00'

**Name (print):** Rishi Patel

**Title:** CEO, SORA Engineering

**Date:** 1/9/26

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

# PROPOSAL FORM 18: DEBARMENT AND SUSPENSION CERTIFICATION

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**SIGN AND DATE**

**Signature:** 

**Name (print):** Alex Krimotat

**Title:** Senior Advisor, Structural Integrity Associates, Inc.

**Date:** 1/9/2026

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

# PROPOSAL FORM 18: DEBARMENT AND SUSPENSION CERTIFICATION

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**SIGN AND DATE**

**Signature:** Ching L. Wu

**Name (print):** Ching L. Wu

**Title:** President, Sunrise Pacific

**Date:** 1/9/26

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F

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Exceptions will not necessarily result in denial of award, but will be considered in determining Proposer responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal.

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By my signature on this Proposal Form, I certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Debarment and Suspension Certification is true and correct.

**SIGN AND DATE**

**Signature:** Dominic Tafoya

**Name (print):** Dominic Tafoya

**Title:** Chief Sales and Marketing Officer, VST Engineering Inc.

**Date:** 1/9/2026

Docusign Envelope ID: 7625C653-DA09-8655-8326-1B84650BB63F



# FORM 4A. COST PROPOSAL FORM-ANNUAL WORK PLAN YEAR 1

**SUBMIT IN A SEPARATELY SEALED ENVELOPE**

Note: Mark-ups are Not Allowed ☑ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

**Proposer:**

**1. DIRECT LABOR**

| Classification/Title | Name | Year 1 Rate/Hour | Year 1-Est Hours | Year 1 Total |
|---|---|---|---|---|
| Fill for each KEY AREA | | | | |
| **1.0 Program Management** | | [redacted] | **22560** | **$ 2,729,153.70** |
| Sr Program Manager (Program Management) | [redacted] | | 1880 | $ 352,500.00 |
| Project Manager (Program Management Support Services) | | | 1880 | $ 279,762.80 |
| Sr Project Manager - Engineering (Package Managers) | | | 1880 | $ 301,100.80 |
| Sr Project Manager (Package Managers) | [redacted] | | 1880 | $ 388,934.40 |
| Sr Project Manager - Engineering (Future Package Managers) | | | 0 | $ - |
| Project Manager (Right of Way) | | | 1880 | $ 282,000.00 |
| Engineer IV (Right of Way) | | | 2820 | $ 190,594.40 |
| Project Manager III - Engineering (Third Party Agreements & Permit Coordination) | | | 470 | $ 83,321.60 |
| Sr Project Manager - Engineering (Third Party Agreements & Permit Coordination) | | | 1410 | $ 186,232.80 |
| Project Manager II - Engineering (Third Party Agreements & Permit Coordination) | | | 470 | $ 42,300.00 |
| Project Manager II - Planning (Environmental) | | | 2632 | $ 197,400.00 |
| Engineer II (Sustainability) | | | 940 | $ 52,564.80 |
| Project Manager I - Engineering (Constructability) | | | 188 | $ 18,800.00 |
| Project Finance Manager (Operations) | | | 1880 | $ 209,206.40 |

| | | | | |
|---|---|---|---|---|
| Sr Project Analyst (Operations) | | | 1880 | $ 131,600.00 |
| Administrative Assistant II (Operations) | | | 470 | $ 12,835.70 |
| Administrative Assistant II (Admin) | | | 0 | $ - |
| **2.0 Engineering Management** | | | **48918** | **$ 5,184,918.74** |
| Sr Project Manager - Engineeering (Engineering Management) | | | 0 | $ - |
| Project Manager II - Engineering (Facilities ) | | | 3760 | $ 484,400.80 |
| Project Manager III - Engineering (Facilities ) | | | 1880 | $ 287,264.00 |
| Project Manager I - Engineering (Facilities ) | | | 4700 | $ 388,943.80 |
| Engineer II (Facilities ) | | | 470 | $ 24,388.30 |
| Sr Project Manager - Engineeering (Systems) | | | 1880 | $ 315,990.40 |
| Project Manager I - Engineering (Systems) | | | 0 | $ - |
| Project Manager III - Engineering (Systems) | | | 2444 | $ 348,115.84 |
| Project Manager I - Engineering (Utlilities ) | | | 0 | $ - |
| Sr Engineer (Utlilities ) | | | 1880 | $ 141,000.00 |
| Engineer IV (Utlilities ) | | | 0 | $ - |
| Engineer III (Utlilities ) | | | 1786 | $ 116,090.00 |
| Project Manager I - Engineering (Tunnel) | | | 8122 | $ 695,054.80 |
| Project Manager III - Engineering (Tunnel) | | | 0 | $ - |

| | | | | |
|---|---|---|---|---|
| Engineer IV (Tunnel) | | | 5264 | $ 485,980.00 |
| Sr Project Manager - Engineeering (Interface) | | | 1880 | $ 274,480.00 |
| Sr Engineer (Interface) | | | 1880 | $ 144,384.00 |
| Project Manager II - Engineering (Configuration) | | | 1880 | $ 253,875.20 |
| Project Manager I - Engineering (Requirements) | | | 1880 | $ 158,615.60 |
| Project Engineer I (Requirements) | | | 564 | $ 56,400.00 |
| Technical Advisor - Engineering (Requirements) | | | 940 | $ 62,557.00 |
| Project Director (Technical SME) | | | 1880 | $ 310,858.00 |
| Technical Advisor - Engineering (Technical SME) | | | 3572 | $ 348,657.28 |
| Sr Technical Advisor - Engineering (Technical SME) | | | 2256 | $ 287,863.72 |
| Project Manager II - Engineering (Turnover/ Revenue Start Up ) | | | 0 | $ - |
| **3.0 Project Controls Management** | | | **15125** | **$ 2,049,201.50** |
| Project Controls Director (Project Controls Management ) | * TBD | | 1880 | $ 300,800.00 |
| Project Controls Manager II (Schedule ) | | | 2820 | $ 453,644.00 |
| Project Controls Manager I (Schedule ) | | | 0 | $ - |
| Project Controls Manager II (Cost Control and Reporting) | | | 0 | $ - |
| Project Controls Analyst (Cost Control and Reporting) | | | 0 | $ - |
| Project Controls Manager II (Cost Estimating ) | | | 3525 | $ 468,721.60 |

| | | | | |
|---|---|---|---|---|
| Project Controls Manager I (Cost Estimating ) | | [redacted] | 226 | $ 23,426.30 |
| Project Controls Director (Cost Estimating ) | | | 940 | $ 175,516.80 |
| Project Director (Risk Manageement) | | | 940 | $ 172,884.80 |
| Project Controls Manager II (Risk Manageement) | | | 564 | $ 70,500.00 |
| Project Controls Manager I (Risk Manageement) | | | 376 | $ 36,637.44 |
| Project Controls Manager II (CP2 Project Controls) | | | 1880 | $ 212,891.20 |
| Project Controls Analyst (Administrative and Document Control ) | | | 1316 | $ 80,539.20 |
| Technical Advisor - Engineering (Administrative and Document Control ) | | | 658 | $ 53,640.16 |
| **4.0 - Quality Management** | | | **4700** | **$ 498,200.00** |
| Sr Project Quality Manager (Quality Management ) | * TBD | | 1880 | $ 282,000.00 |
| Project Quality Manager I (Quality Management ) | | | 2820 | $ 216,200.00 |
| **5.0 - System Safety and Security Management** | | | **2256** | **$ 269,471.68** |
| Project Manager II - Engineering (System Safety and Security Management) | [redacted] | | 1316 | $ 161,578.48 |
| Project Manager II - Engineering (System Safety and Security Support) | | | 752 | $ 93,007.36 |
| Project Manager I - Engineering (System Safety and Security Support) | | | 188 | $ 14,885.84 |
| **6.0 - Procurement Development/Contract Management** | | | **8084** | **$ 831,742.08** |
| Deputy Project Mgr II - Procurement and Contracts (Procurement Development/ Contract Management ) | | | 1880 | $ 311,102.40 |
| Contracts and Procurement Specialist (Procurement Management ) | | | 1880 | $ 169,200.00 |

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| | | | | |
|---|---|---|---|---|
| Engineer III (Contract Management) | | | 1880 | $ 115,638.80 |
| Contracts and Procurement Specialist (Contract Management) | | | 1504 | $ 144,823.92 |
| Technical Advisor - Engineering (Claims Management ) | | | 752 | $ 56,400.00 |
| Project Director (Buy America Compliance ) | | | 188 | $ 34,576.96 |
| **7.0 - Advisory Services** | | | **10528** | **$ 1,742,333.24** |
| Sr Consultant (Strategic Support ) | | | 4324 | $ 769,070.40 |
| Planner III (FTA/ FFGA) | | | 0 | $ - |
| Sr Consultant (FTA/ FFGA) | | | 376 | $ 58,154.04 |
| Project Director (FTA/ FFGA) | | | 940 | $ 164,988.80 |
| Sr Project Manager - Planning (FTA/ FFGA) | | | 940 | $ 146,865.60 |
| Sr Planner (Funding ) | | | 1504 | $ 122,365.44 |
| Deputy Project Mgr III - Procurement and Contracts (Packaging/ Procurement Strategy ) | | | 1504 | $ 329,436.16 |
| Project Director (Packaging/ Procurement Strategy ) | | | 940 | $ 151,452.80 |
| **Annual Estimate Hours and Cost (a):** | | | **112170** | **$ 13,305,020.94** |

| | | | | | |
|---|---|---|---|---|---|
| **2. INDIRECT LABOR COST** | | | | | |
| **Overhead Rate *(b )*:** | | **Audited (A) or Provisional (P):** | | **TOTAL INDIRECT COSTS: *(c) = (a) x (b)* :** | **$15,326,300.88** |
| **3. FIXED FEE (base) *(d)* :** | 7.00% | **Attach basis of fee factor:** | | **TOTAL FIXED FEE *(e) =[(a)+ (c)] x (d)* :** | **$2,004,192.53** |
| **4. PERFORMANCE-BASED FIXED FEE *(f)*:** | 3.00% | | | **TOTAL FIXED FEE *(g) =[(a)+ (c)] x (d)* :** | **$858,939.65** |
| **5. SUBCONTRACTORS' COST (Add additional pages if necessary)** | | | | | |

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| | | |
|---|---|---|
| AEMC | | $0.00 |
| Aldea Engineering Services PC | | $370,529.20 |
| AZAD Engineering | | $242,125.20 |
| BKF Engineers | | $897,031.66 |
| Cordoba Corporation | | $137,089.60 |
| DSS+ Transportation | | $260,817.10 |
| Ed Cording | | $50,024.54 |
| EPC Consultants, Inc. | * Metzger, Chris and Support Staff | $636,549.01 |
| Gregg Korbin | | $37,519.54 |
| Hollins Consulting | | $52,038.40 |
| Intueor Consulting, Inc. | | $886,213.20 |
| Josephine's Professional Staffing (JPS) | | $653,779.40 |
| Keish Environmental, PC | | $1,243,758.14 |
| KivettConsult | | $37,731.60 |
| KTW Consulting LLC | | $264,028.14 |
| Luster National | | $237,343.77 |

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| | |
|---|---|
| Markus Thewes | $28,540.66 |
| O2EPCM | $0.00 |
| Quality Engineering, Inc | $93,097.60 |
| Schnabel Engineering (formerly JCK Underground) | $248,846.20 |
| Signet Testing Lab | $0.00 |
| Sonika Corp | $97,760.00 |
| SORA Engineering | $526,400.00 |
| Sunrise Pacific, Inc. | $205,578.00 |
| VST Engineering | $181,044.00 |
| **TOTAL SUBCONTRACTOR'S COST - *(h)*** | **$7,387,844.96** |

**5. ITEMIZED OTHER DIRECT COST (ODC) – (Add additional pages if necessary)**

| Description of Item | Quantity | Unit of Measure | Unit Cost | Total |
|---|---|---|---|---|
| **Travel** | 240 | | $2,500.00 | $600,000.00 |
| **Misc Expenses (Printing, Software, Etc.)** | | | | $0.00 |
| | | | | $0.00 |
| **TOTAL OTHER DIRECT COST - *(i)*** | | | | **$600,000.00** |

| | |
|---|---|
| **1. TOTAL DIRECT LABOR COST - *(a)*** | **$13,305,020.94** |

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| | |
|---|---|
| **2. INDIRECT LABOR COST** - *(c)* | **$15,326,300.88** |
| **3. FIXED FEE** - *(e)* | **$2,004,192.53** |
| **4. PERFORMANCE-BASED FIXED FEE** - *(g)* | **$858,939.65** |
| **4. SUBCONTRACTOR'S COST** - *(h)* | **$7,387,844.96** |
| **5. OTHER DIRECT COST (ODC)** - *(i)* | **$600,000.00** |
| **TOTAL COST:** | **$39,482,298.96** |

Firm Name

Name Title

Signature Date

Notes:

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by VTA.
3. Anticipated salary increases calculation must accompany.

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**FORM 4A. COST PROPOSAL FORM-Revision 2**

**SUBMIT IN A SEPARATELY SEALED ENVELOPE**

Note: Mark-ups are Not Allowed ☑ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

**Proposer:**

**1. DIRECT LABOR**

| Classification/Title | Name | Year 1 Rate/Hour | Year 1-Est Hours | Year 1 Total | Year 2 Escalation Factor % | Year 2 Rate/Hour | Year 2-Est Hours | Year 2 Total | Year 3 Escalation Factor % | Year 3 Rate/Hour | Year 3-Est Hours | Year 3 Total | Year 4 Escalation Factor % | Year 4 Rate/Hour | Year 4-Est Hours | Year 4 Total | Year 5 Escalation Factor % | Year 5 Rate/Hour | Year 5-Est Hours | Year 5 Total | Total Cost ($) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Fill for each KEY AREA | | | | | | | | | | | | | | | | | | | | | |
| **1.0 Program Management** | | | **22560** | **$ 2,729,153.70** | | | **27542** | **$ 3,471,651.24** | | | **27918** | **$ 3,720,157.14** | | | **27409** | **$ 3,807,996.82** | | | **25756** | **$ 3,481,105.23** | **$ 17,210,064.13** |
| Sr Program Manager (Program Management) | | | 1880 | $ 352,500.00 | 3.50% | | 1880 | $ 364,832.80 | 3.50% | | 1880 | $ 377,606.81 | 3.50% | | 1880 | $ 390,823.05 | 3.50% | | 1880 | $ 404,501.86 | $ 1,890,264.52 |
| Project Manager (Program Management Support Services) | | | 1880 | $ 279,762.80 | 3.50% | | 1880 | $ 289,557.60 | 3.50% | | 1880 | $ 299,688.91 | 3.50% | | 1880 | $ 310,178.02 | 3.50% | | 1880 | $ 321,034.25 | $ 1,500,221.57 |
| Sr Project Manager - Engineering (Package Managers) | | | 1880 | $ 301,100.80 | 3.50% | | 1880 | $ 311,647.60 | 3.50% | | 1880 | $ 322,546.70 | 3.50% | | 1880 | $ 333,835.84 | 3.50% | | 0 | $ - | $ 1,269,130.94 |
| Sr Project Manager (Package Managers) | | | 1880 | $ 388,934.40 | 3.50% | | 1880 | $ 402,545.60 | 3.50% | | 1880 | $ 416,636.25 | 3.50% | | 1880 | $ 431,218.52 | 3.50% | | 1880 | $ 446,311.17 | $ 2,085,645.94 |
| Sr Project Manager - Engineering (Future Package Managers) | | | 0 | $ - | 3.50% | | 5640 | $ 700,488.00 | 3.50% | | 7520 | $ 966,673.44 | 3.50% | | 7520 | $ 1,000,507.01 | 3.50% | | 7520 | $ 1,035,524.76 | $ 3,703,193.21 |
| Project Manager (Right of Way) | | | 1880 | $ 282,000.00 | 3.50% | | 1880 | $ 291,870.00 | 3.50% | | 1880 | $ 302,085.45 | 3.50% | | 1880 | $ 312,658.44 | 3.50% | | 940 | $ 161,800.74 | $ 1,350,414.63 |
| Engineer IV (Right of Way) | | | 2820 | $ 190,594.40 | 3.50% | | 2820 | $ 197,259.00 | 3.50% | | 940 | $ 54,254.55 | 3.50% | | 940 | $ 56,153.46 | 3.50% | | 470 | $ 29,059.41 | $ 527,320.82 |
| Project Manager III - Engineering (Third Party Agreements & Permit Coordination) | | | 470 | $ 83,321.60 | 3.50% | | 470 | $ 86,235.60 | 3.50% | | 470 | $ 89,256.18 | 3.50% | | 470 | $ 92,380.15 | 3.50% | | 470 | $ 95,613.45 | $ 446,806.98 |
| Sr Project Manager - Engineering (Third Party Agreements & Permit Coordination) | | | 1410 | $ 186,232.80 | 3.50% | | 1410 | $ 192,747.00 | 3.50% | | 1410 | $ 199,497.23 | 3.50% | | 1410 | $ 206,479.63 | 3.50% | | 1410 | $ 213,706.42 | $ 998,663.09 |
| Project Manager II - Engineering (Third Party Agreements & Permit Coordination) | | | 470 | $ 42,300.00 | 3.50% | | 470 | $ 43,780.50 | 3.50% | | 940 | $ 90,625.64 | 3.50% | | 940 | $ 93,797.53 | 3.50% | | 940 | $ 97,080.45 | $ 367,584.11 |
| Project Manager II - Planning (Environmental) | | | 2632 | $ 197,400.00 | 3.50% | | 2068 | $ 160,538.84 | 3.50% | | 2068 | $ 166,147.00 | 3.50% | | 1559 | $ 129,596.32 | 3.50% | | 1316 | $ 113,260.52 | $ 766,942.67 |
| Engineer II (Sustainability) | | | 940 | $ 52,564.80 | 3.50% | | 940 | $ 54,407.20 | 3.50% | | 940 | $ 56,308.73 | 3.50% | | 940 | $ 58,279.53 | 3.50% | | 940 | $ 60,319.32 | $ 281,879.58 |
| Project Manager I - Engineering (Constructability) | | | 188 | $ 18,800.00 | 3.50% | | 94 | $ 9,729.00 | 3.50% | | 0 | $ - | 3.50% | | 0 | $ - | 3.50% | | 0 | $ - | $ 28,529.00 |
| Project Finance Manager (Operations) | | | 1880 | $ 209,206.40 | 3.50% | | 1880 | $ 216,519.60 | 3.50% | | 1880 | $ 224,107.13 | 3.50% | | 1880 | $ 231,950.88 | 3.50% | | 1880 | $ 240,069.16 | $ 1,121,853.16 |
| Sr Project Analyst (Operations) | | | 1880 | $ 131,600.00 | 3.50% | | 1880 | $ 136,206.00 | 3.50% | | 1880 | $ 140,973.21 | 3.50% | | 1880 | $ 145,907.27 | 3.50% | | 1880 | $ 151,014.03 | $ 705,700.51 |
| Administrative Assistant II (Operations) | | | 470 | $ 12,835.70 | 3.50% | | 470 | $ 13,286.90 | 3.50% | | 470 | $ 13,749.92 | 3.50% | | 470 | $ 14,231.17 | 3.50% | | 470 | $ 14,729.26 | $ 68,832.95 |
| Administrative Assistant II (Admin) | | | 0 | $ - | 3.50% | | 0 | $ - | 3.50% | | 0 | $ - | 3.50% | | 0 | $ - | 3.50% | | 1880 | $ 97,080.45 | $ 97,080.45 |
| **2.0 Engineering Management** | | | **48918** | **$ 5,184,918.74** | | | **47470** | **$ 5,297,250.62** | | | **34216** | **$ 4,263,249.39** | | | **27918** | **$ 3,654,893.80** | | | **21009** | **$ 2,990,043.21** | **$ 21,390,355.76** |
| Sr Project Manager - Engineeering (Engineering Management) | | | 0 | $ - | 3.50% | | 1880 | $ 243,225.00 | 3.50% | | 1880 | $ 251,737.88 | 3.50% | | 1880 | $ 260,548.70 | 3.50% | | 1880 | $ 269,667.91 | $ 1,025,179.48 |
| Project Manager II - Engineering (Facilities ) | | | 3760 | $ 484,400.80 | 3.50% | | 3760 | $ 501,358.40 | 3.50% | | 3760 | $ 518,902.25 | 3.50% | | 2820 | $ 417,086.36 | 3.50% | | 1880 | $ 307,507.71 | $ 2,229,255.51 |
| Project Manager III - Engineering (Facilities ) | | | 1880 | $ 287,264.00 | 3.50% | | 1880 | $ 297,322.00 | 3.50% | | 1880 | $ 307,724.38 | 3.50% | | 1880 | $ 318,494.73 | 3.50% | | 1880 | $ 329,642.05 | $ 1,540,447.16 |
| Project Manager I - Engineering (Facilities ) | | | 4700 | $ 388,943.80 | 3.50% | | 4418 | $ 378,401.70 | 3.50% | | 1880 | $ 188,223.40 | 3.50% | | 1316 | $ 127,668.86 | 3.50% | | 423 | $ 36,405.17 | $ 1,119,642.93 |
| Engineer II (Facilities ) | | | 470 | $ 24,388.30 | 3.50% | | 470 | $ 25,243.70 | 3.50% | | 0 | $ - | 3.50% | | 0 | $ - | 3.50% | | 0 | $ - | $ 49,632.00 |
| Sr Project Manager - Engineeering (Systems) | | | 1880 | $ 315,990.40 | 3.50% | | 1880 | $ 327,044.80 | 3.50% | | 1880 | $ 338,496.82 | 3.50% | | 1880 | $ 350,344.20 | 3.50% | | 1880 | $ 362,606.25 | $ 1,694,482.47 |
| Project Manager I - Engineering (Systems) | | | 0 | $ - | 3.50% | | 0 | $ - | 3.50% | | 0 | $ - | 3.50% | | 0 | $ - | 3.50% | | 0 | $ - | $ - |
| Project Manager III - Engineering (Systems) | | | 2444 | $ 348,115.84 | 3.50% | | 1974 | $ 291,007.08 | 3.50% | | 470 | $ 65,809.32 | 3.50% | | 470 | $ 68,112.64 | 3.50% | | 0 | $ - | $ 773,044.88 |
| Project Manager I - Engineering (Utilities ) | | | 0 | $ - | 3.50% | | 0 | $ - | 3.50% | | 0 | $ - | 3.50% | | 0 | $ - | 3.50% | | 0 | $ - | $ - |

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|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Sr Engineer (Utilities ) | | | 1880 | $ 141,000.00 | 3.50% | | 940 | $ 72,972.20 | 3.50% | | 752 | $ 60,417.09 | 3.50% | | 1222 | $ 101,613.99 | 3.50% | | 517 | $ 44,495.20 | $ 420,498.49 |
| Engineer IV (Utilities ) | | | 0 | $ - | 3.50% | | 0 | $ - | 3.50% | | 0 | $ - | 3.50% | | 0 | $ - | 3.50% | | 0 | $ - | $ - |
| Engineer III (Utilities ) | | | 1786 | $ 116,090.00 | 3.50% | | 1410 | $ 94,864.80 | 3.50% | | 1410 | $ 98,177.77 | 3.50% | | 846 | $ 60,968.40 | 3.50% | | 705 | $ 52,585.24 | $ 422,686.21 |
| Project Manager I - Engineering (Tunnel) | | | 8122 | $ 695,054.80 | 3.50% | | 7520 | $ 666,121.60 | 3.50% | | 4700 | $ 503,400.23 | 3.50% | | 3760 | $ 426,851.73 | 3.50% | | 3384 | $ 402,806.19 | $ 2,694,234.54 |
| Project Manager III - Engineering (Tunnel) | | | 0 | $ - | 3.50% | | 0 | $ - | 3.50% | | 0 | $ - | 3.50% | | 0 | $ - | 3.50% | | 0 | $ - | $ - |
| Engineer IV (Tunnel) | | | 5264 | $ 485,980.00 | 3.50% | | 4324 | $ 413,158.20 | 3.50% | | 1880 | $ 191,320.79 | 3.50% | | 1880 | $ 198,017.01 | 3.50% | | 1880 | $ 204,947.61 | $ 1,493,423.61 |
| Sr Project Manager - Engineeering (Interface) | | | 1880 | $ 274,480.00 | 3.50% | | 1880 | $ 284,086.80 | 3.50% | | 1880 | $ 294,029.84 | 3.50% | | 1410 | $ 228,240.66 | 3.50% | | 940 | $ 157,486.06 | $ 1,238,323.36 |
| Sr Engineer (Interface) | | | 1880 | $ 144,384.00 | 3.50% | | 2162 | $ 171,857.38 | 3.50% | | 3760 | $ 356,058.05 | 3.50% | | 2820 | $ 276,390.06 | 3.50% | | 940 | $ 82,841.98 | $ 1,031,531.47 |
| Project Manager II - Engineering (Configuration) | | | 1880 | $ 253,875.20 | 3.50% | | 1880 | $ 262,767.60 | 3.50% | | 1880 | $ 271,957.46 | 3.50% | | 1880 | $ 281,475.97 | 3.50% | | 1880 | $ 291,327.63 | $ 1,361,403.86 |
| Project Manager I - Engineering (Requirements) | | | 1880 | $ 158,615.60 | 3.50% | | 1880 | $ 164,161.60 | 3.50% | | 1880 | $ 169,913.00 | 3.50% | | 1410 | $ 131,894.96 | 3.50% | | 940 | $ 91,007.52 | $ 715,592.68 |
| Project Engineer I (Requirements) | | | 564 | $ 56,400.00 | 3.50% | | 564 | $ 58,374.00 | 3.50% | | 564 | $ 60,417.09 | 3.50% | | 564 | $ 62,531.69 | 3.50% | | 0 | $ - | $ 237,722.78 |
| Technical Advisor - Engineering (Requirements) | | | 940 | $ 62,557.00 | 3.50% | | 940 | $ 64,747.20 | 3.50% | | 0 | $ - | 3.50% | | 0 | $ - | 3.50% | | 0 | $ - | $ 127,304.20 |
| Project Director (Technical SME) | | | 1880 | $ 310,858.00 | 3.50% | | 1880 | $ 321,743.20 | 3.50% | | 1880 | $ 332,998.86 | 3.50% | | 1880 | $ 344,653.82 | 3.50% | | 1880 | $ 356,716.70 | $ 1,666,970.59 |
| Technical Advisor - Engineering (Technical SME) | | | 3572 | $ 348,657.28 | 3.50% | | 3572 | $ 360,843.44 | 3.50% | | 376 | $ 41,917.38 | 3.50% | | 0 | $ - | 3.50% | | 0 | $ - | $ 751,418.10 |
| Sr Technical Advisor - Engineering (Technical SME) | | | 2256 | $ 287,863.72 | 3.50% | | 2256 | $ 297,949.92 | 3.50% | | 1504 | $ 211,747.80 | 3.50% | | 0 | $ - | 3.50% | | 0 | $ - | $ 797,561.44 |
| Project Manager II - Engineering (Turnover/ Revenue Start Up ) | | | 0 | $ - | 3.50% | | 0 | $ - | 3.50% | | 0 | $ - | 3.50% | | 0 | $ - | 3.50% | | 0 | $ - | $ - |
| **3.0 Project Controls Management** | | | **15125** | **$ 2,049,201.50** | | | **13818** | **$ 1,920,384.00** | | | **10857** | **$ 1,573,795.21** | | | **10434** | **$ 1,577,540.05** | | | **10434** | **$ 1,580,718.83** | **$ 8,701,639.59** |
| Project Controls Director (Project Controls Management ) | * TBD | | 1880 | $ 300,800.00 | 3.50% | | 1880 | $ 311,328.00 | 3.50% | | 1880 | $ 322,224.48 | 3.50% | | 1880 | $ 333,502.34 | 3.50% | | 1880 | $ 345,174.92 | $ 1,613,029.74 |
| Project Controls Manager II (Schedule ) | | | 2820 | $ 453,644.00 | 3.50% | | 2820 | $ 469,530.00 | 3.50% | | 2820 | $ 485,954.79 | 3.50% | | 2820 | $ 502,963.21 | 3.50% | | 2820 | $ 520,566.92 | $ 2,432,658.93 |
| Project Controls Manager I (Schedule ) | | | 0 | $ - | 3.50% | | 0 | $ - | 3.50% | | 0 | $ - | 3.50% | | 0 | $ - | 3.50% | | 470 | $ 40,450.19 | $ 40,450.19 |
| Project Controls Manager II (Cost Control and Reporting) | | | 0 | $ - | 3.50% | | 0 | $ - | 3.50% | | 0 | $ - | 3.50% | | 0 | $ - | 3.50% | | 0 | $ - | $ - |
| Project Controls Analyst (Cost Control and Reporting) | | | 0 | $ - | 3.50% | | 0 | $ - | 3.50% | | 0 | $ - | 3.50% | | 0 | $ - | 3.50% | | 470 | $ 29,663.47 | $ 29,663.47 |
| Project Controls Manager II (Cost Estimating ) | | | 3525 | $ 468,721.60 | 3.50% | | 2585 | $ 355,747.70 | 3.50% | | 705 | $ 107,383.83 | 3.50% | | 470 | $ 74,094.84 | 3.50% | | 470 | $ 76,688.16 | $ 1,082,636.12 |
| Project Controls Manager I (Cost Estimating ) | | | 226 | $ 23,426.30 | 3.50% | | 235 | $ 25,255.45 | 3.50% | | 0 | $ - | 3.50% | | 0 | $ - | 3.50% | | 0 | $ - | $ 48,681.75 |
| Project Controls Director (Cost Estimating ) | | | 940 | $ 175,516.80 | 3.50% | | 470 | $ 90,832.20 | 3.50% | | 0 | $ - | 3.50% | | 0 | $ - | 3.50% | | 0 | $ - | $ 266,349.00 |
| Project Director (Risk Manageement) | | | 940 | $ 172,884.80 | 3.50% | | 940 | $ 178,935.77 | 3.50% | | 940 | $ 185,198.52 | 3.50% | | 940 | $ 191,680.47 | 3.50% | | 940 | $ 198,389.28 | $ 927,088.84 |
| Project Controls Manager II (Risk Manageement) | | | 564 | $ 70,500.00 | 3.50% | | 940 | $ 121,617.20 | 3.50% | | 940 | $ 125,868.94 | 3.50% | | 940 | $ 130,274.35 | 3.50% | | 940 | $ 134,833.95 | $ 583,094.44 |
| Project Controls Manager I (Risk Manageement) | | | 376 | $ 36,637.44 | 3.50% | | 0 | $ - | 3.50% | | 0 | $ - | 3.50% | | 0 | $ - | 3.50% | | 0 | $ - | $ 36,637.44 |
| Project Controls Manager II (CP2 Project Controls) | | | 1880 | $ 212,891.20 | 3.50% | | 1880 | $ 220,336.00 | 3.50% | | 1880 | $ 228,054.38 | 3.50% | | 1880 | $ 236,036.28 | 3.50% | | 940 | $ 122,148.77 | $ 1,019,466.63 |
| Project Controls Analyst (Administrative and Document Control ) | | | 1316 | $ 80,539.20 | 3.50% | | 1316 | $ 83,355.44 | 3.50% | | 1316 | $ 86,275.60 | 3.50% | | 1316 | $ 89,295.25 | 3.50% | | 1316 | $ 92,420.58 | $ 431,886.08 |
| Technical Advisor - Engineering (Administrative and Document Control ) | | | 658 | $ 53,640.16 | 3.50% | | 752 | $ 63,446.24 | 3.50% | | 376 | $ 32,834.67 | 3.50% | | 188 | $ 19,693.31 | 3.50% | | 188 | $ 20,382.58 | $ 189,996.97 |
| **4.0 - Quality Management** | | | **4700** | **$ 498,200.00** | | | **4700** | **$ 515,637.00** | | | **5640** | **$ 563,892.84** | | | **5640** | **$ 583,629.09** | | | **5640** | **$ 604,056.11** | **$ 2,765,415.04** |

| | | | | | | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Sr Project Quality Manager (Quality Management ) | | | 1880 | $ 282,000.00 | 3.50% | | 1880 | $ 291,870.00 | 3.50% | | 1880 | $ 302,085.45 | 3.50% | | 1880 | $ 312,658.44 | 3.50% | | 1880 | $ 323,601.49 | $ 1,512,215.38 |
| Project Quality Manager I (Quality Management ) | | | 2820 | $ 216,200.00 | 3.50% | | 2820 | $ 223,767.00 | | | 3760 | $ 261,807.39 | 3.50% | | 3760 | $ 270,970.65 | 3.50% | | 3760 | $ 280,454.62 | $ 1,253,199.66 |
| **5.0 - System Safety and Security Management** | | | **2256** | **$ 269,471.68** | | | **2632** | **$ 314,133.84** | | | **2820** | **$ 350,308.36** | | | **2820** | **$ 362,569.15** | | | **2820** | **$ 375,259.07** | **$ 1,671,742.10** |
| Project Manager II - Engineering (System Safety and Security Management) | | | 1316 | $ 161,578.48 | 3.50% | | 1222 | $ 155,288.46 | 3.50% | | 940 | $ 123,633.51 | 3.50% | | 940 | $ 127,960.68 | 3.50% | | 940 | $ 132,439.30 | $ 700,900.43 |
| Project Manager II - Engineering (System Safety and Security Support) | | | 752 | $ 93,007.36 | 3.50% | | 940 | $ 120,328.27 | 3.50% | | 1410 | $ 186,809.64 | 3.50% | | 1410 | $ 193,347.98 | 3.50% | | 1410 | $ 200,115.16 | $ 793,608.41 |
| Project Manager I - Engineering (System Safety and Security Support) | | | 188 | $ 14,885.84 | 3.50% | | 470 | $ 38,517.11 | | | 470 | $ 39,865.21 | 3.50% | | 470 | $ 41,260.49 | 3.50% | | 470 | $ 42,704.61 | $ 177,233.26 |
| **6.0 - Procurement Development/Contract Management** | | | **8084** | **$ 831,742.08** | | | **11844** | **$ 1,218,697.35** | | | **13724** | **$ 1,452,672.54** | | | **15228** | **$ 1,616,198.18** | | | **11468** | **$ 1,262,869.90** | **$ 6,382,180.05** |
| Deputy Project Mgr II - Procurement and Contracts (Procurement Development/ Contract Management ) | | | 1880 | $ 311,102.40 | 3.50% | | 1880 | $ 321,990.98 | 3.50% | | 1880 | $ 333,260.67 | 3.50% | | 1880 | $ 344,924.79 | 3.50% | | 1880 | $ 356,997.16 | $ 1,668,276.00 |
| Contracts and Procurement Specialist (Procurement Management ) | | | 1880 | $ 169,200.00 | 3.50% | | 5640 | $ 544,824.00 | 3.50% | | 7520 | $ 755,213.63 | 3.50% | | 7520 | $ 792,068.05 | 3.50% | | 3760 | $ 409,895.22 | $ 2,671,200.89 |
| Engineer III (Contract Management) | | | 1880 | $ 115,638.80 | 3.50% | | 1880 | $ 119,686.16 | 3.50% | | 1880 | $ 123,875.17 | 3.50% | | 1880 | $ 128,210.80 | 3.50% | | 1880 | $ 132,698.18 | $ 620,109.12 |
| Contracts and Procurement Specialist (Contract Management) | | | 1504 | $ 144,823.92 | 3.50% | | 940 | $ 94,254.55 | 3.50% | | 940 | $ 97,553.46 | 3.50% | | 0 | $ - | 3.50% | | 0 | $ - | $ 336,631.93 |
| Technical Advisor - Engineering (Claims Management ) | | | 752 | $ 56,400.00 | 3.50% | | 1316 | $ 102,154.50 | 3.50% | | 1316 | $ 105,729.91 | 3.50% | | 3760 | $ 312,658.44 | 3.50% | | 3760 | $ 323,601.49 | $ 900,544.33 |
| Project Director (Buy America Compliance ) | | | 188 | $ 34,576.96 | 3.50% | | 188 | $ 35,787.15 | 3.50% | | 188 | $ 37,039.70 | 3.50% | | 188 | $ 38,336.09 | 3.50% | | 188 | $ 39,677.86 | $ 185,417.77 |
| **7.0 - Advisory Services** | | | **10528** | **$ 1,742,333.24** | | | **9964** | **$ 1,755,821.82** | | | **6016** | **$ 1,036,493.44** | | | **5076** | **$ 875,170.58** | | | **3948** | **$ 664,645.09** | **$ 6,074,464.17** |
| Sr Consultant (Strategic Support ) | | | 4324 | $ 769,070.40 | 3.50% | | 4324 | $ 795,987.86 | 3.50% | | 4324 | $ 825,458.56 | 3.50% | | 3384 | $ 656,749.48 | 3.50% | | 2632 | $ 516,122.80 | $ 3,563,389.10 |
| Planner III (FTA/ FFGA) | | | 0 | $ - | 3.50% | | 0 | $ - | 3.50% | | 0 | $ - | 3.50% | | 0 | $ - | 3.50% | | 0 | $ - | $ - |
| Sr Consultant (FTA/ FFGA) | | | 376 | $ 58,154.04 | 3.50% | | 376 | $ 60,189.43 | 3.50% | | 376 | $ 62,296.06 | 3.50% | | 376 | $ 64,476.42 | 3.50% | | 188 | $ 27,055.24 | $ 272,171.20 |
| Project Director (FTA/ FFGA) | | | 940 | $ 164,988.80 | 3.50% | | 940 | $ 170,763.41 | 3.50% | | 188 | $ 35,348.03 | 3.50% | | 188 | $ 36,585.21 | 3.50% | | 0 | $ - | $ 407,685.44 |
| Sr Project Manager - Planning (FTA/ FFGA) | | | 940 | $ 146,865.60 | 3.50% | | 940 | $ 152,005.90 | 3.50% | | 188 | $ 31,465.22 | 3.50% | | 188 | $ 32,566.50 | 3.50% | | 188 | $ 33,706.33 | $ 396,609.55 |
| Sr Planner (Funding ) | | | 1504 | $ 122,365.44 | 3.50% | | 940 | $ 79,155.14 | 3.50% | | 940 | $ 81,925.57 | 3.50% | | 940 | $ 84,792.97 | 3.50% | | 940 | $ 87,760.72 | $ 455,999.85 |
| Deputy Project Mgr III - Procurement and Contracts (Packaging/ Procurement Strategy ) | | | 1504 | $ 329,436.16 | 3.50% | | 1504 | $ 340,966.43 | 3.50% | | 0 | $ - | 3.50% | | 0 | $ - | 3.50% | | 0 | $ - | $ 670,402.59 |
| Project Director (Packaging/ Procurement Strategy ) | | | 940 | $ 151,452.80 | 3.50% | | 940 | $ 156,753.65 | 3.50% | | 0 | $ - | 3.50% | | 0 | $ - | 3.50% | | 0 | $ - | $ 308,206.45 |
| **Annual Estimate Hours and Cost:** | | | **111230** | **$ 13,153,568.14** | | | **117970** | **$ 14,493,575.87** | | | **101191** | **$ 12,960,568.92** | | | **94525** | **$ 12,477,997.66** | | | **81075** | **$ 10,958,697.45** | **$ 64,195,860.84** |
| | | | | | | | | | | | | | | | | | | | | **Total Direct Labor Cost (a)** | **$ 64,195,860.84** |

| | | | | | |
|---|---|---|---|---|---|
| **2. INDIRECT LABOR COST** | | | | | |
| **Overhead Rate** *(b)* **:** | | **Audited (A) or Provisional (P):** | | **TOTAL INDIRECT COSTS:** *(c) = (a) x (b)* **:** | **$72,477,080.49** |
| **3. FIXED FEE (base)** *(d)* **:** | 7.00% | **Attach basis of fee factor:** | | **TOTAL FIXED FEE** *(e) =[(a)+ (c)] x (d)* **:** | **$9,567,105.89** |
| **4. PERFORMANCE-BASED FIXED FEE** *(f)*: | 3.00% | | | **TOTAL FIXED FEE** *(g) =[(a)+ (c)] x (d)* **:** | **$4,100,188.24** |
| **5. SUBCONTRACTORS' COST (Add additional pages if necessary)** | | | | | |
| AEMC | | | | | $0.00 |
| Aldea Engineering Services PC | | | | | $754,030.40 |
| AZAD Engineering | | | | | $596,478.88 |
| BKF Engineers | | | | | $4,050,870.31 |

| | | |
|---|---|---|
| Cordoba Corporation | | $137,089.60 |
| DSS+ Transportation | | $401,995.70 |
| Ed Cording | | $50,024.54 |
| EPC Consultants, Inc. | [redacted] | $636,549.01 |
| Gregg Korbin | | $37,519.54 |
| Hollins Consulting | | $161,644.28 |
| Intueor Consulting, Inc. | | $4,657,079.60 |
| Josephine's Professional Staffing (JPS) | | $3,098,789.90 |
| Keish Environmental, PC | | $7,524,660.33 |
| KivettConsult | | $76,782.96 |
| KTW Consulting LLC | | $537,294.60 |
| Luster National | | $482,992.09 |
| Markus Thewes | | $28,540.66 |
| O2EPCM | | $0.00 |
| Quality Engineering, Inc | | $189,457.00 |
| Schnabel Engineering (formerly JCK Underground) | | $429,138.20 |
| Signet Testing Lab | | $0.00 |
| Sonika Corp | | $198,941.60 |
| SORA Engineering | | $989,500.40 |
| Sunrise Pacific, Inc. | | $1,102,413.20 |
| VST Engineering | | $584,971.40 |
| **TOTAL SUBCONTRACTOR'S COST** - *(h)* | | **$26,726,764.20** |

**5. ITEMIZED OTHER DIRECT COST (ODC) – (Add additional pages if necessary)**

| Description of Item | Quantity | Unit of Measure | Unit Cost | Total |
|---|---|---|---|---|
| **Travel** | 1,200 | | $2,500.00 | $3,000,000.00 |
| **Misc Expenses (Printing, Software, Etc.)** | | | | $0.00 |
| | | | | $0.00 |
| | | | **TOTAL OTHER DIRECT COST** - *(i)* | **$3,000,000.00** |

| | |
|---|---|
| **1. TOTAL DIRECT LABOR COST** - *(a)* | **$64,195,860.84** |

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| | |
|---|---|
| **2. INDIRECT LABOR COST** - *(c)* | **$72,477,080.49** |
| **3. FIXED FEE** - *(e)* | **$9,567,105.89** |
| **4. PERFORMANCE-BASED FIXED FEE** - *(g)* | **$4,100,188.24** |
| **4. SUBCONTRACTOR'S COST** - *(h)* | **$26,726,764.20** |
| **5. OTHER DIRECT COST (ODC)** - *(i)* | **$3,000,000.00** |
| **TOTAL COST:** | **$180,066,999.66** |

Firm Name

Name Title

Signature Date

Notes:
1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual Basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by VTA.
3. Anticipated salary increases calculation must accompany.

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**FORM 4A. COST PROPOSAL FORM-Revision 2**

**SUBMIT IN A SEPARATELY SEALED ENVELOPE**

Note: Mark-ups are Not Allowed ☐ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Proposer:

**1. DIRECT LABOR**

| Classification/Title | Name | Year 6 Escalation Factor % | Year 6 Rate/Hour | Year 6-Est Hours | Year 6 Total | Year 7 Escalation Factor % | Year 7 Rate/Hour | Year 7-Est Hours | Year 7 Total | Year 8 Escalation Factor % | Year 8 Rate/Hour | Year 8-Est Hours | Year 8 Total | Year 9 Escalation Factor % | Year 9 Rate/Hour | Year 9-Est Hours | Year 9 Total | Year 10 Escalation Factor % | Year 10 Rate/Hour | Year 10-Est Hours | Year 10 Total | Year 11 Escalation Factor % | Year 11 Rate/Hour | Year 11-Est Hours | Year 11 Total | Year 12 Escalation Factor % | Year 12 Rate/Hour | Year 12-Est Hours | Year 12 Total | Year 13 Escalation Factor % | Year 13 Rate/Hour | Year 13-Est Hours | Year 13 Total | Year 14 Escalation Factor % | Year 14 Rate/Hour | Year 14-Est Hours | Year 14 Total | Year 15 Escalation Factor % | Year 15 Rate/Hour | Year 15-Est Hours | Year 15 Total | Total Cost ($) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Fill for each KEY AREA | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **1.0 Program Management** | | | | 24925 | $ 3,494,095.12 | | | 25137 | $ 3,547,559.73 | | | 23978 | $ 3,384,724.61 | | | 18636 | $ 2,646,599.32 | | | 13654 | $ 1,967,940.56 | | | 13113 | $ 2,022,836.74 | | | 10599 | $ 1,791,165.59 | | | 7520 | $ 1,388,238.84 | | | 5264 | $ 874,805.11 | | | 1598 | $ 322,338.10 | $ 21,440,303.72 |
| Sr Program Manager (Program Management) | [redacted] | 6% | [redacted] | 1880 | $ 428,870 15 | 3 5% | [redacted] | 1880 | $ 443,880 60 | 3 5% | [redacted] | 1880 | $ 459,416 42 | 3 5% | [redacted] | 1880 | $ 475,496 00 | 3 5% | [redacted] | 1880 | $ 492,138 36 | 6% | [redacted] | 1880 | $ 521,786 11 | 3 5% | [redacted] | 1880 | $ 540,048 62 | 3 5% | [redacted] | 1880 | $ 558,950 33 | 3 5% | [redacted] | 940 | $ 289,256 79 | 3 5% | [redacted] | 470 | $ 149,690 39 | |
| Project Manager (Program Management Support Services) | | 6% | [redacted] | 1880 | $ 340,374 22 | 3 5% | [redacted] | 1880 | $ 352,287 32 | 3 5% | [redacted] | 1880 | $ 364,617 38 | 3 5% | [redacted] | 1880 | $ 377,378 98 | 3 5% | [redacted] | 1880 | $ 390,587 25 | 6% | [redacted] | 1880 | $ 414,117 29 | 3 5% | [redacted] | 1880 | $ 428,611 39 | 3 5% | [redacted] | 940 | $ 221,806 39 | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | |
| Sr Project Manager - Engineering (Package Managers) | | 6% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 6% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | |
| Sr Project Manager (Package Managers) | [redacted] | 6% | [redacted] | 1880 | $ 473,198 17 | 3 5% | [redacted] | 1410 | $ 367,320 08 | 3 5% | [redacted] | 470 | $ 126,725 43 | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 6% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | |
| Sr Project Manager - Engineering (Future Package Managers) | | 6% | [redacted] | 7520 | $ 1,097,907 58 | 3 5% | [redacted] | 7520 | $ 1,136,334 34 | 3 5% | [redacted] | 7520 | $ 1,176,106 05 | 3 5% | [redacted] | 3760 | $ 608,634 88 | 3 5% | [redacted] | 0 | $ - | 6% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | |
| Project Manager (Right of Way) | | 6% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 6% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | |
| Engineer IV (Right of Way) | | 6% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 6% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | |
| Project Manager III - Engineering (Third Party Agreements & Permit Coordination) | | 6% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 6% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | |
| Sr Project Manager - Engineering (Third Party Agreements & Permit Coordination) | | 6% | [redacted] | 1410 | $ 226,580 68 | 3 5% | [redacted] | 1316 | $ 218,876 93 | 3 5% | [redacted] | 1128 | $ 194,175 11 | 3 5% | [redacted] | 1034 | $ 184,223 63 | 3 5% | [redacted] | 940 | $ 173,337 69 | 6% | [redacted] | 940 | $ 183,780 03 | 3 5% | [redacted] | 588 | $ 118,882 70 | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | |
| Project Manager II - Engineering (Third Party Agreements & Permit Coordination) | | 6% | [redacted] | 940 | $ 102,928 84 | 3 5% | [redacted] | 470 | $ 53,265 67 | 3 5% | [redacted] | 470 | $ 55,129 97 | 3 5% | [redacted] | 353 | $ 42,794 64 | 3 5% | [redacted] | 235 | $ 29,528 30 | 6% | [redacted] | 235 | $ 31,307 17 | 3 5% | [redacted] | 235 | $ 32,402 92 | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | |
| Project Manager II - Planning (Environmental) | | 6% | [redacted] | 2365 | $ 227,093 85 | 3 5% | [redacted] | 3611 | $ 357,553 19 | 3 5% | [redacted] | 3768 | $ 382,582 84 | 3 5% | [redacted] | 3243 | $ 338,553 15 | 3 5% | [redacted] | 2233 | $ 241,147 80 | 6% | [redacted] | 1692 | $ 192,017 29 | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | |
| Engineer II (Sustainability) | | 6% | [redacted] | 940 | $ 63,953 12 | 3 5% | [redacted] | 940 | $ 66,191 48 | 3 5% | [redacted] | 752 | $ 54,806 54 | 3 5% | [redacted] | 376 | $ 28,362 39 | 3 5% | [redacted] | 376 | $ 29,355 07 | 6% | [redacted] | 376 | $ 31,123 50 | 3 5% | [redacted] | 376 | $ 32,212 82 | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | |
| Project Manager I - Engineering (Constructability) | | 6% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 6% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | |
| Project Finance Manager (Operations) | | 6% | [redacted] | 1880 | $ 254,531 57 | 3 5% | [redacted] | 1880 | $ 263,440 18 | 3 5% | [redacted] | 1880 | $ 272,660 59 | 3 5% | [redacted] | 1880 | $ 282,203 71 | 3 5% | [redacted] | 1880 | $ 292,080 84 | 6% | [redacted] | 1880 | $ 309,676 58 | 3 5% | [redacted] | 1880 | $ 320,515 26 | 3 5% | [redacted] | 1880 | $ 331,733 29 | 3 5% | [redacted] | 1880 | $ 343,343 96 | 3 5% | [redacted] | 564 | $ 106,608 30 | |
| Sr Project Analyst (Operations) | | 6% | [redacted] | 1880 | $ 160,111 52 | 3 5% | [redacted] | 1880 | $ 165,715 43 | 3 5% | [redacted] | 1880 | $ 171,515 47 | 3 5% | [redacted] | 1880 | $ 177,518 51 | 3 5% | [redacted] | 1880 | $ 183,731 65 | 6% | [redacted] | 1880 | $ 194,800 15 | 3 5% | [redacted] | 1880 | $ 201,618 15 | 3 5% | [redacted] | 1880 | $ 208,674 79 | 3 5% | [redacted] | 1504 | $ 172,782 72 | 3 5% | [redacted] | 564 | $ 66,039 41 | |
| Administrative Assistant II (Operations) | | 6% | [redacted] | 470 | $ 15,616 59 | 3 5% | [redacted] | 470 | $ 16,163 17 | 3 5% | [redacted] | 470 | $ 16,728 88 | 3 5% | [redacted] | 470 | $ 17,314 39 | 3 5% | [redacted] | 470 | $ 17,920 40 | 6% | [redacted] | 470 | $ 18,999 97 | 3 5% | [redacted] | 470 | $ 19,664 97 | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | |
| Administrative Assistant II (Admin) | | 6% | [redacted] | 1880 | $ 102,928 84 | 3 5% | [redacted] | 1880 | $ 106,531 34 | 3 5% | [redacted] | 1880 | $ 110,259 94 | 3 5% | [redacted] | 1880 | $ 114,119 04 | 3 5% | [redacted] | 1880 | $ 118,113 21 | 6% | [redacted] | 1880 | $ 125,228 67 | 3 5% | [redacted] | 1410 | $ 97,208 75 | 3 5% | [redacted] | 940 | $ 67,074 04 | 3 5% | [redacted] | 940 | $ 69,421 63 | 3 5% | [redacted] | 0 | $ - | |
| **2.0 Engineering Management** | | | | 18612 | $ 2,859,477.42 | | | 16638 | $ 2,635,336.90 | | | 14476 | $ 2,408,989.84 | | | 10998 | $ 1,829,860.76 | | | 8178 | $ 1,456,621.93 | | | 6768 | $ 1,290,381.23 | | | 6956 | $ 1,371,547.81 | | | 5640 | $ 1,196,815.50 | | | 3008 | $ 652,291.48 | | | 1594 | $ 323,516.46 | $ 16,025,839.22 |
| Sr Project Manager - Engineering (Engineering Management) | | 6% | [redacted] | 1880 | $ 285,913 43 | 3 5% | [redacted] | 1880 | $ 295,920 40 | 3 5% | [redacted] | 1880 | $ 306,277 62 | 3 5% | [redacted] | 1880 | $ 316,997 33 | 3 5% | [redacted] | 1410 | $ 246,069 18 | 6% | [redacted] | 940 | $ 173,928 70 | 3 5% | [redacted] | 940 | $ 180,016 21 | 3 5% | [redacted] | 564 | $ 111,790 07 | 3 5% | [redacted] | 188 | $ 38,567 57 | 3 5% | [redacted] | 188 | $ 39,917 44 | |
| Project Manager II - Engineering (Facilities ) | | 6% | [redacted] | 1880 | $ 326,032 80 | 3 5% | [redacted] | 1880 | $ 337,443 95 | 3 5% | [redacted] | 1410 | $ 261,940 87 | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 6% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | |
| Project Manager III - Engineering (Facilities ) | | 6% | [redacted] | 1880 | $ 349,500 58 | 3 5% | [redacted] | 1880 | $ 361,733 10 | 3 5% | [redacted] | 1880 | $ 374,393 76 | 3 5% | [redacted] | 470 | $ 96,874 38 | 3 5% | [redacted] | 0 | $ - | 6% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | |
| Project Manager I - Engineering (Facilities ) | | 6% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 6% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | |
| Engineer II (Facilities ) | | 6% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 6% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | |
| Sr Project Manager - Engineering (Systems) | | 6% | [redacted] | 1880 | $ 384,450 64 | 3 5% | [redacted] | 1880 | $ 397,906 41 | 3 5% | [redacted] | 1880 | $ 411,833 13 | 3 5% | [redacted] | 1880 | $ 426,247 29 | 3 5% | [redacted] | 1880 | $ 441,165 95 | 6% | [redacted] | 1880 | $ 467,742 98 | 3 5% | [redacted] | 1880 | $ 484,113 99 | 3 5% | [redacted] | 1880 | $ 501,057 98 | 3 5% | [redacted] | 940 | $ 259,297 50 | 3 5% | [redacted] | 188 | $ 53,674 58 | |
| Project Manager I - Engineering (Systems) | | 6% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 6% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | |
| Project Manager III - Engineering (Systems) | | 6% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 6% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | |
| Project Manager I - Engineering (Utilities ) | | 6% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 6% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | |
| Sr Engineer (Utilities ) | | 6% | [redacted] | 470 | $ 42,887 01 | 3 5% | [redacted] | 235 | $ 22,194 03 | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 6% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | |
| Engineer IV (Utilities ) | | 6% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 6% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | |
| Engineer III (Utilities ) | | 6% | [redacted] | 470 | $ 37,168 75 | 3 5% | [redacted] | 235 | $ 19,234 83 | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 6% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | |
| Project Manager I - Engineering (Tunnel) | | 6% | [redacted] | 2632 | $ 366,952 74 | 3 5% | [redacted] | 1974 | $ 284,847 06 | 3 5% | [redacted] | 658 | $ 98,272 24 | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 6% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | |
| Project Manager III - Engineering (Tunnel) | | 6% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 6% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | |
| Engineer IV (Tunnel) | | 6% | [redacted] | 1880 | $ 217,294 21 | 3 5% | [redacted] | 1880 | $ 224,899 51 | 3 5% | [redacted] | 1880 | $ 232,770 99 | 3 5% | [redacted] | 1880 | $ 240,917 97 | 3 5% | [redacted] | 1410 | $ 187,012 58 | 6% | [redacted] | 940 | $ 132,185 81 | 3 5% | [redacted] | 940 | $ 136,812 32 | 3 5% | [redacted] | 564 | $ 84,960 45 | 3 5% | [redacted] | 188 | $ 29,311 36 | 3 5% | [redacted] | 188 | $ 30,337 25 | |
| Sr Project Manager - Engineering (Interface) | | 6% | [redacted] | 940 | $ 166,973 44 | 3 5% | [redacted] | 940 | $ 172,817 51 | 3 5% | [redacted] | 940 | $ 178,866 13 | 3 5% | [redacted] | 940 | $ 185,126 44 | 3 5% | [redacted] | 376 | $ 76,642 35 | 6% | [redacted] | 376 | $ 81,259 49 | 3 5% | [redacted] | 376 | $ 84,103 57 | 3 5% | [redacted] | 188 | $ 43,523 60 | 3 5% | [redacted] | 188 | $ 45,046 92 | 3 5% | [redacted] | 0 | $ - | |
| Sr Engineer (Interface) | | 6% | [redacted] | 940 | $ 87,832 61 | 3 5% | [redacted] | 940 | $ 90,906 75 | 3 5% | [redacted] | 940 | $ 94,088 48 | 3 5% | [redacted] | 940 | $ 97,381 58 | 3 5% | [redacted] | 376 | $ 40,315 97 | 6% | [redacted] | 376 | $ 42,744 72 | 3 5% | [redacted] | 376 | $ 44,240 78 | 3 5% | [redacted] | 188 | $ 22,894 61 | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | |
| Project Manager II - Engineering (Configuration) | | 6% | [redacted] | 1880 | $ 308,878 00 | 3 5% | [redacted] | 1880 | $ 319,688 73 | 3 5% | [redacted] | 1880 | $ 330,877 83 | 3 5% | [redacted] | 1880 | $ 342,458 56 | 3 5% | [redacted] | 1880 | $ 354,444 61 | 6% | [redacted] | 940 | $ 187,898 66 | 3 5% | [redacted] | 940 | $ 194,475 11 | 3 5% | [redacted] | 940 | $ 201,281 74 | 3 5% | [redacted] | 188 | $ 41,665 32 | 3 5% | [redacted] | 0 | $ - | |
| Project Manager I - Engineering (Requirements) | | 6% | [redacted] | 940 | $ 96,490 07 | 3 5% | [redacted] | 940 | $ 99,867 22 | 3 5% | [redacted] | 940 | $ 103,362 57 | 3 5% | [redacted] | 940 | $ 106,980 26 | 3 5% | [redacted] | 376 | $ 44,289 83 | 6% | [redacted] | 376 | $ 46,957 97 | 3 5% | [redacted] | 376 | $ 48,601 50 | 3 5% | [redacted] | 188 | $ 25,151 27 | 3 5% | [redacted] | 188 | $ 26,031 57 | 3 5% | [redacted] | 0 | $ - | |
| Project Engineer I (Requirements) | | 6% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 6% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | |
| Technical Advisor - Engineering (Requirements) | | 6% | [redacted] | 0 | $ - | 3 5% | [redacted] | 94 | $ 7,877 40 | 3 5% | [redacted] | 188 | $ 16,306 22 | 3 5% | [redacted] | 188 | $ 16,876 94 | 3 5% | [redacted] | 188 | $ 17,467 63 | 6% | [redacted] | 188 | $ 18,519 93 | 3 5% | [redacted] | 188 | $ 19,168 13 | 3 5% | [redacted] | 188 | $ 19,839 01 | 3 5% | [redacted] | 188 | $ 20,533 38 | 3 5% | [redacted] | 0 | $ - | |
| Project Director (Technical SME) | | 6% | [redacted] | 940 | $ 189,103 14 | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 6% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | |
| Technical Advisor - Engineering (Technical SME) | | 6% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 6% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | |
| Sr Technical Advisor - Engineering (Technical SME) | | 6% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 6% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | |
| Project Manager II - Engineering (Turnover/ Revenue Start Up ) | | 6% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 282 | $ 49,213 84 | 6% | [redacted] | 752 | $ 139,142 96 | 3 5% | [redacted] | 940 | $ 180,016 21 | 3 5% | [redacted] | 940 | $ 186,316 78 | 3 5% | [redacted] | 940 | $ 192,837 86 | 3 5% | [redacted] | 940 | $ 199,587 19 | |
| **3.0 Project Controls Management** | | | | 12314 | $ 1,813,184.07 | | | 9964 | $ 1,529,459.86 | | | 5734 | $ 899,955.12 | | | 5029 | $ 920,016.29 | | | 4371 | $ 909,686.26 | | | 3478 | $ 855,417.54 | | | 4183 | $ 999,156.20 | | | 3948 | $ 965,591.91 | | | 3008 | $ 752,955.16 | | | 376 | $ 91,011.76 | $ 9,736,834.17 |
| Project Controls Director (Project Controls Management ) | * TBD | 6% | [redacted] | 1880 | $ 365,969 19 | 3 5% | [redacted] | 1880 | $ 378,778 11 | 3 5% | [redacted] | 1880 | $ 392,035 35 | 3 5% | [redacted] | 1880 | $ 405,756 59 | 3 5% | [redacted] | 1880 | $ 419,958 07 | 6% | [redacted] | 1880 | $ 445,257 48 | 3 5% | [redacted] | 1880 | $ 460,841 49 | 3 5% | [redacted] | 1880 | $ 476,970 94 | 3 5% | [redacted] | 940 | $ 246,832 46 | 3 5% | [redacted] | 188 | $ 51,094 32 | |
| Project Controls Manager II (Schedule ) | | 6% | [redacted] | 2820 | $ 551,927 29 | 3 5% | [redacted] | 2350 | $ 476,467 36 | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 6% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | |

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|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Project Controls Manager I (Schedule ) | | 6% | [redacted] | 940 | $ 85,774 03 | 3 5% | [redacted] | 470 | $ 44,388 06 | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 6% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | 3 5% | [redacted] | 0 | $ - | |
| Project Controls Manager II (Cost Control and Reporting) | | 6% | | 0 | $ - | 3 5% | | 0 | $ - | 3 5% | | 0 | $ - | 3 5% | | 0 | $ - | 3 5% | | 0 | $ - | 6% | | 0 | $ - | 3 5% | | 940 | $ 180,016 21 | 3 5% | | 940 | $ 186,316 78 | 3 5% | | 940 | $ 192,837 86 | 3 5% | | 188 | $ 39,917 44 | |
| Project Controls Analyst (Cost Control and Reporting) | | 6% | | 1880 | $ 125,801 91 | 3 5% | | 1880 | $ 130,204 98 | 3 5% | | 940 | $ 67,381 08 | 3 5% | | 0 | $ - | 3 5% | | 0 | $ - | 6% | | 0 | $ - | 3 5% | | 0 | $ - | 3 5% | | 0 | $ - | 3 5% | | 0 | $ - | 3 5% | | 0 | $ - | |
| Project Controls Manager II (Cost Estimating ) | | 6% | | 470 | $ 81,308 06 | 3 5% | | 470 | $ 84,153 84 | 3 5% | | 470 | $ 87,099 23 | 3 5% | | 470 | $ 90,147 70 | 3 5% | | 235 | $ 46,651 44 | 6% | | 0 | $ - | 3 5% | | 0 | $ - | 3 5% | | 0 | $ - | 3 5% | | 0 | $ - | 3 5% | | 0 | $ - | |
| Project Controls Manager I (Cost Estimating ) | | 6% | | 0 | $ - | 3 5% | | 0 | $ - | 3 5% | | 0 | $ - | 3 5% | | 0 | $ - | 3 5% | | 0 | $ - | 6% | | 0 | $ - | 3 5% | | 0 | $ - | 3 5% | | 0 | $ - | 3 5% | | 0 | $ - | 3 5% | | 0 | $ - | |
| Project Controls Director (Cost Estimating ) | | 6% | | 0 | $ - | 3 5% | | 0 | $ - | 3 5% | | 0 | $ - | 3 5% | | 0 | $ - | 3 5% | | 0 | $ - | 6% | | 0 | $ - | 3 5% | | 0 | $ - | 3 5% | | 0 | $ - | 3 5% | | 0 | $ - | 3 5% | | 0 | $ - | |
| Project Director (Risk Management) | | 6% | | 940 | $ 210,340 79 | 3 5% | | 940 | $ 217,702 72 | 3 5% | | 940 | $ 225,322 32 | 3 5% | | 1175 | $ 291,510 75 | 3 5% | | 1410 | $ 362,056 35 | 6% | | 1410 | $ 383,867 61 | 3 5% | | 1175 | $ 331,085 81 | 3 5% | | 940 | $ 274,139 05 | 3 5% | | 940 | $ 283,733 92 | 3 5% | | 0 | $ - | |
| Project Controls Manager II (Risk Management) | | 6% | | 940 | $ 142,956 72 | 3 5% | | 470 | $ 73,980 10 | 3 5% | | 0 | $ - | 3 5% | | 0 | $ - | 3 5% | | 0 | $ - | 6% | | 0 | $ - | 3 5% | | 0 | $ - | 3 5% | | 0 | $ - | 3 5% | | 0 | $ - | 3 5% | | 0 | $ - | |
| Project Controls Manager I (Risk Management) | | 6% | | 0 | $ - | 3 5% | | 0 | $ - | 3 5% | | 0 | $ - | 3 5% | | 0 | $ - | 3 5% | | 0 | $ - | 6% | | 0 | $ - | 3 5% | | 0 | $ - | 3 5% | | 0 | $ - | 3 5% | | 0 | $ - | 3 5% | | 0 | $ - | |
| Project Controls Manager II (CP2 Project Controls) | | 6% | | 940 | $ 129,507 35 | 3 5% | | 0 | $ - | 3 5% | | 0 | $ - | 3 5% | | 0 | $ - | 3 5% | | 0 | $ - | 6% | | 0 | $ - | 3 5% | | 0 | $ - | 3 5% | | 0 | $ - | 3 5% | | 0 | $ - | 3 5% | | 0 | $ - | |
| Project Controls Analyst (Administrative and Document Control ) | | 6% | | 1316 | $ 97,988 25 | 3 5% | | 1316 | $ 101,417 84 | 3 5% | | 1316 | $ 104,967 46 | 3 5% | | 1316 | $ 108,641 33 | 3 5% | | 658 | $ 56,221 89 | 6% | | 0 | $ - | 3 5% | | 0 | $ - | 3 5% | | 0 | $ - | 3 5% | | 0 | $ - | 3 5% | | 0 | $ - | |
| Technical Advisor - Engineering (Administrative and Document Control ) | | 6% | | 188 | $ 21,610 48 | 3 5% | | 188 | $ 22,366 85 | 3 5% | | 188 | $ 23,149 69 | 3 5% | | 188 | $ 23,959 93 | 3 5% | | 188 | $ 24,798 52 | 6% | | 188 | $ 26,292 45 | 3 5% | | 188 | $ 27,212 69 | 3 5% | | 188 | $ 28,165 13 | 3 5% | | 188 | $ 29,150 91 | 3 5% | | 0 | $ - | |
| **4.0 - Quality Management** | | | | **5640** | **$ 640,446.09** | | | **5264** | **$ 638,004.39** | | | **4512** | **$ 590,503.24** | | | **3760** | **$ 543,967.42** | | | **2444** | **$ 359,589.09** | | | **1880** | **$ 256,023.05** | | | **1316** | **$ 187,216.86** | | | **940** | **$ 128,185.94** | | | **940** | **$ 132,672.45** | | | **0** | **$ -** | **$ 3,476,698.54** |
| Sr Project Quality Manager (Quality Management ) | | 6% | | 1880 | $ 343,096 12 | 3 5% | | 1880 | $ 355,104 48 | 3 5% | | 1880 | $ 367,533 14 | 3 5% | | 1880 | $ 380,396 80 | 3 5% | | 1128 | $ 236,226 41 | 6% | | 564 | $ 125,228 67 | 3 5% | | 376 | $ 86,407 78 | 3 5% | | 188 | $ 44,716 03 | 3 5% | | 188 | $ 46,281 09 | 3 5% | | 0 | $ - | |
| Project Quality Manager I (Quality Management ) | | 6% | | 3760 | $ 297,349 97 | 3 5% | | 3384 | $ 282,899 90 | 3 5% | | 2632 | $ 222,970 10 | 3 5% | | 1880 | $ 163,570 62 | 3 5% | | 1316 | $ 123,362 68 | 6% | | 1316 | $ 130,794 39 | 3 5% | | 940 | $ 100,809 08 | 3 5% | | 752 | $ 83,469 92 | 3 5% | | 752 | $ 86,391 36 | 3 5% | | 0 | $ - | |
| **5.0 - System Safety and Security Management** | | | | **2820** | **$ 397,865.70** | | | **2820** | **$ 411,790.99** | | | **2820** | **$ 426,203.68** | | | **2820** | **$ 441,120.81** | | | **2820** | **$ 456,560.04** | | | **2820** | **$ 484,064.45** | | | **3525** | **$ 633,621.05** | | | **3290** | **$ 610,045.84** | | | **3290** | **$ 631,397.44** | | | **376** | **$ 78,417.08** | **$ 4,571,087.01** |
| Project Manager II - Engineering (System Safety and Security Management) | [redacted] | 6% | | 940 | $ 140,417 80 | 3 5% | | 940 | $ 145,332 43 | 3 5% | | 940 | $ 150,419 06 | 3 5% | | 940 | $ 155,683 73 | 3 5% | | 940 | $ 161,132 66 | 6% | | 940 | $ 170,839 73 | 3 5% | | 1645 | $ 309,433 46 | 3 5% | | 1410 | $ 274,511 68 | 3 5% | | 1410 | $ 284,119 59 | 3 5% | | 376 | $ 78,417 01 | |
| Project Manager II - Engineering (System Safety and Security Support) | | 6% | | 1410 | $ 212,170 64 | 3 5% | | 1410 | $ 219,596 61 | 3 5% | | 1410 | $ 227,282 49 | 3 5% | | 1410 | $ 235,237 38 | 3 5% | | 1410 | $ 243,470 69 | 6% | | 1410 | $ 258,138 02 | 3 5% | | 1410 | $ 267,172 86 | 3 5% | | 1410 | $ 276,523 91 | 3 5% | | 1410 | $ 286,202 24 | 3 5% | | 0 | $ - | |
| Project Manager I - Engineering (System Safety and Security Support) | | 6% | | 470 | $ 45,277 25 | 3 5% | | 470 | $ 46,861 95 | 3 5% | | 470 | $ 48,502 12 | 3 5% | | 470 | $ 50,199 70 | 3 5% | | 470 | $ 51,956 69 | 6% | | 470 | $ 55,086 70 | 3 5% | | 470 | $ 57,014 73 | 3 5% | | 470 | $ 59,010 25 | 3 5% | | 470 | $ 61,075 61 | 3 5% | | 0 | $ - | |
| **6.0 - Procurement Development/Contract Management** | | | | **7708** | **$ 904,360.20** | | | **7708** | **$ 936,012.00** | | | **7708** | **$ 968,773.25** | | | **7708** | **$ 1,002,680.32** | | | **7708** | **$ 1,037,774.13** | | | **6768** | **$ 1,014,705.62** | | | **5828** | **$ 961,637.94** | | | **5828** | **$ 995,295.27** | | | **4888** | **$ 774,844.13** | | | **2820** | **$ 503,726.13** | **$ 9,099,809.79** |
| Deputy Project Mgr II - Procurement and Contracts (Procurement Development/ Contract Management ) | | 6% | | 1880 | $ 378,503 64 | 3 5% | | 1880 | $ 391,751 27 | 3 5% | | 1880 | $ 405,462 56 | 3 5% | | 1880 | $ 419,653 75 | 3 5% | | 1880 | $ 434,341 63 | 6% | | 1880 | $ 460,507 55 | 3 5% | | 1880 | $ 476,625 31 | 3 5% | | 1880 | $ 493,307 20 | 3 5% | | 940 | $ 255,286 48 | 3 5% | | 940 | $ 264,221 50 | |
| Contracts and Procurement Specialist (Procurement Management ) | | 6% | | 0 | $ - | 3 5% | | 0 | $ - | 3 5% | | 0 | $ - | 3 5% | | 0 | $ - | 3 5% | | 0 | $ - | 6% | | 0 | $ - | 3 5% | | 0 | $ - | 3 5% | | 0 | $ - | 3 5% | | 0 | $ - | 3 5% | | 0 | $ - | 3 5% | | 0 | $ - | |
| Engineer III (Contract Management) | | 6% | | 1880 | $ 140,692 28 | 3 5% | | 1880 | $ 145,616 51 | 3 5% | | 1880 | $ 150,713 09 | 3 5% | | 1880 | $ 155,988 05 | 3 5% | | 1880 | $ 161,447 63 | 6% | | 940 | $ 85,586 84 | 3 5% | | 0 | $ - | 3 5% | | 0 | $ - | 3 5% | | 0 | $ - | 3 5% | | 0 | $ - | 3 5% | | 0 | $ - | |
| Contracts and Procurement Specialist (Contract Management) | | 6% | | 0 | $ - | 3 5% | | 0 | $ - | 3 5% | | 0 | $ - | 3 5% | | 0 | $ - | 3 5% | | 0 | $ - | 6% | | 0 | $ - | 3 5% | | 0 | $ - | 3 5% | | 0 | $ - | 3 5% | | 0 | $ - | 3 5% | | 0 | $ - | 3 5% | | 0 | $ - | |
| Technical Advisor - Engineering (Claims Management ) | | 6% | | 3760 | $ 343,096 12 | 3 5% | | 3760 | $ 355,104 48 | 3 5% | | 3760 | $ 367,533 14 | 3 5% | | 3760 | $ 380,396 80 | 3 5% | | 3760 | $ 393,710 69 | 6% | | 3760 | $ 417,428 89 | 3 5% | | 3760 | $ 432,038 90 | 3 5% | | 3760 | $ 447,160 26 | 3 5% | | 3760 | $ 462,810 87 | 3 5% | | 1880 | $ 239,504 63 | |
| Project Director (Bay America Compliance ) | | 6% | | 188 | $ 42,068 16 | 3 5% | | 188 | $ 43,540 54 | 3 5% | | 188 | $ 45,064 46 | 3 5% | | 188 | $ 46,641 72 | 3 5% | | 188 | $ 48,274 18 | 6% | | 188 | $ 51,182 35 | 3 5% | | 188 | $ 52,973 73 | 3 5% | | 188 | $ 54,827 81 | 3 5% | | 188 | $ 56,746 78 | 3 5% | | 0 | $ - | |
| **7.0 - Advisory Services** | | | | **2820** | **$ 497,400.17** | | | **1692** | **$ 373,619.63** | | | **1692** | **$ 386,696.32** | | | **1128** | **$ 262,070.57** | | | **1128** | **$ 271,243.04** | | | **1128** | **$ 287,583.46** | | | **1128** | **$ 297,648.88** | | | **1128** | **$ 308,066.59** | | | **1128** | **$ 318,848.92** | | | **0** | **$ -** | **$ 3,003,177.58** |
| Sr Consultant (Strategic Support ) | | 6% | | 1692 | $ 375,667 38 | 3 5% | | 1504 | $ 343,930 53 | 3 5% | | 1504 | $ 355,968 10 | 3 5% | | 940 | $ 230,266 86 | 3 5% | | 940 | $ 238,326 20 | 6% | | 940 | $ 252,683 62 | 3 5% | | 940 | $ 261,527 55 | 3 5% | | 940 | $ 270,681 01 | 3 5% | | 940 | $ 280,154 85 | 3 5% | | 0 | $ - | |
| Planner III (FTA/ FFGA) | | 6% | | 0 | $ - | 3 5% | | 0 | $ - | 3 5% | | 0 | $ - | 3 5% | | 0 | $ - | 3 5% | | 0 | $ - | 6% | | 0 | $ - | 3 5% | | 0 | $ - | 3 5% | | 0 | $ - | 3 5% | | 0 | $ - | 3 5% | | 0 | $ - | |
| Sr Consultant (FTA/ FFGA) | | 6% | | 188 | $ 28,685 12 | 3 5% | | 188 | $ 29,689 10 | 3 5% | | 188 | $ 30,728 22 | 3 5% | | 188 | $ 31,803 71 | 3 5% | | 188 | $ 32,916 84 | 6% | | 188 | $ 34,899 84 | 3 5% | | 188 | $ 36,121 33 | 3 5% | | 188 | $ 37,385 58 | 3 5% | | 188 | $ 38,694 07 | 3 5% | | 0 | $ - | |
| Project Director (FTA/ FFGA) | | 6% | | 0 | $ - | 3 5% | | 0 | $ - | 3 5% | | 0 | $ - | 3 5% | | 0 | $ - | 3 5% | | 0 | $ - | 6% | | 0 | $ - | 3 5% | | 0 | $ - | 3 5% | | 0 | $ - | 3 5% | | 0 | $ - | 3 5% | | 0 | $ - | |
| Sr Project Manager - Planning (FTA/ FFGA) | | 6% | | 0 | $ - | 3 5% | | 0 | $ - | 3 5% | | 0 | $ - | 3 5% | | 0 | $ - | 3 5% | | 0 | $ - | 6% | | 0 | $ - | 3 5% | | 0 | $ - | 3 5% | | 0 | $ - | 3 5% | | 0 | $ - | 3 5% | | 0 | $ - | |
| Sr Planner (Funding ) | | 6% | | 940 | $ 93,047 67 | 3 5% | | 0 | $ - | 3 5% | | 0 | $ - | 3 5% | | 0 | $ - | 3 5% | | 0 | $ - | 6% | | 0 | $ - | 3 5% | | 0 | $ - | 3 5% | | 0 | $ - | 3 5% | | 0 | $ - | 3 5% | | 0 | $ - | |
| Deputy Project Mgr III - Procurement and Contracts (Packaging/ Procurement Strategy ) | | 6% | | 0 | $ - | 3 5% | | 0 | $ - | 3 5% | | 0 | $ - | 3 5% | | 0 | $ - | 3 5% | | 0 | $ - | 6% | | 0 | $ - | 3 5% | | 0 | $ - | 3 5% | | 0 | $ - | 3 5% | | 0 | $ - | 3 5% | | 0 | $ - | |
| Project Director (Packaging/ Procurement Strategy ) | | 6% | | 0 | $ - | 3 5% | | 0 | $ - | 3 5% | | 0 | $ - | 3 5% | | 0 | $ - | 3 5% | | 0 | $ - | 6% | | 0 | $ - | 3 5% | | 0 | $ - | 3 5% | | 0 | $ - | 3 5% | | 0 | $ - | 3 5% | | 0 | $ - | |
| **Annual Estimate Hours and Cost:** | | | | **74839** | **$ 10,606,828.76** | | | **69223** | **$ 10,071,784.31** | | | **60920** | **$ 9,065,846.06** | | | **50079** | **$ 7,646,315.49** | | | **40303** | **$ 6,459,415.05** | | | **35955** | **$ 6,211,012.09** | | | **33535** | **$ 6,241,994.33** | | | **28294** | **$ 5,592,239.88** | | | **21526** | **$ 4,138,414.69** | | | **6674** | **$ 1,319,009.45** | **$ 67,352,860.11** |
| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | **Total Labor Cost (a)** | **$ 67,352,860.11** |

**2. INDIRECT LABOR COST**

| | | | | | |
|---|---|---|---|---|---|
| **Overhead Rate** *(b)*: | [redacted] | **Audited (A) or Provisional (P):** | | **TOTAL INDIRECT COSTS:** *(c) = (a) x (b)*: | **$75,518,697.26** |
| **3. FIXED FEE (base)** *(d)*: | 7.00% | **Attach basis of fee factor:** | | **TOTAL FIXED FEE** *(e) =[(a)+ (c)] x (d)*: | **$10,001,009.02** |
| **4. PERFORMANCE-BASED FIXED FEE** *(f)*: | 3.00% | | | **TOTAL FIXED FEE** *(g) =[(a)+ (c)] x (d)*: | **$4,286,146.72** |

**5. SUBCONTRACTORS' COST (Add additional pages if necessary)**

| | | |
|---|---|---|
| AEMC | | $0 00 |
| Alden Engineering Services PC | | $0 00 |
| AZAD Engineering | | $0 00 |
| BKF Engineers | | $386,868 75 |
| Cordoba Corporation | | $0 00 |
| DSS+ Transportation | | $0 00 |
| Ed Cording | | $0 00 |
| EPC Consultants, Inc | | $0 00 |
| Gregg Korbin | | $0 00 |

| | | |
|---|---|---|
| Hollins Consulting | | $0 00 |
| Intueor Consulting, Inc | | $5,301,026 60 |
| Josephine's Professional Staffing (JPS) | | $319,887 68 |
| Keith Environmental, PC | | $4,986,106 39 |
| KiventConsult | | $0 00 |
| KTW Consulting LLC | | $0 00 |
| Luster National | | $0 00 |
| Markus Thewes | | $0 00 |
| O2EPCM | | $0 00 |
| Quality Engineering, Inc | | $0 00 |
| Schnabel Engineering (formerly JCK Underground) | | $0 00 |
| Signet Testing Lab | | $0 00 |
| Sonika Corp | | $0 00 |
| SORA Engineering | | $0 00 |
| Sunrise Pacific, Inc | | $250,115 20 |
| VST Engineering | | $0 00 |
| | **TOTAL SUBCONTRACTOR'S COST - *(h)*** | **$11,444,004.62** |

**5. ITEMIZED OTHER DIRECT COST (ODC) – (Add additional pages if necessary)**

| Description of Item | Quantity | Unit of Measure | Unit Cost | Total |
|---|---|---|---|---|
| **Travel** | 1,520 | | $2,500.00 | $3,800,000.00 |
| **Misc Expenses (Printing, Software, Etc.)** | | | | $0.00 |
| | | | | $0.00 |
| | | | | $0.00 |
| | | **TOTAL OTHER DIRECT COST - *(i)*** | | **$3,800,000.00** |

| | |
|---|---|
| **1. TOTAL DIRECT LABOR COST - *(a)*** | **$67,352,860.11** |
| **2. INDIRECT LABOR COST - *(c)*** | **$75,518,697.26** |
| **3. FIXED FEE - *(e)*** | **$10,001,009.02** |
| **4. PERFORMANCE-BASED FIXED FEE - *(g)*** | **$4,286,146.72** |
| **4. SUBCONTRACTOR'S COST - *(h)*** | **$11,444,004.62** |
| **5. OTHER DIRECT COST (ODC) - *(i)*** | **$3,800,000.00** |
| **TOTAL COST:** | **$172,402,717.73** |

Firm Name

Name Title

Signature Date

Notes:
1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by VTA.
3. Anticipated salary increases calculation must accompany.