

APPENDIX B (v2)

SAFETY PRECAUTIONS, PROGRAMS AND FIRST AID REQUIREMENTS

Contractor shall promptly and fully comply with, carry out, and shall, without separate charge to VTA, enforce compliance with the requirements stated herein, prescribed by applicable laws and regulations and those prescribed by an official or representative charged with the enforcement thereof. Contractor shall take such other measures as may be necessary to the end that work under the Contract (“Work”) will be done in a safe manner and that the safety and health of employees and the people of local communities is safeguarded. Compliance with the provisions of this section by subcontractors is the responsibility of Contractor.

A. Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall:

(1) Identify a competent individual (i.e., a superintendent or foreman) who will be assigned to work at the site of the Work (“Worksite”) and will be responsible for Worksite safety (the “designated safety representative”),

(2) Contractor shall submit a VTA-wide work plan (or “safety program”) to VTA which addresses the scope of work to be performed and certifies that the designated safety representative has received competent person training in all aspects of the site-specific work plan, and

(3) Contractor will comply with all state, federal, and local safety regulations. Contractor will provide a copy of its Industrial Injury Prevention Program.

The designated safety representative shall set up, carry forward, and aggressively and effectively maintain the aforementioned safety program covering all phases of the Work. Contractor shall take all precautions and follow all procedures for the safety of, and shall provide all protection to prevent injury to, all persons involved in any way in the Work and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees, and licensees of VTA who may be involved. This requirement applies continuously and is not limited to normal working hours.

B. If Contractor encounters material reasonably believed to be asbestos on the Worksite, polychlorinated biphenyl (PCB), or other Hazardous Substance (as defined below) that has not been rendered harmless, Contractor shall immediately stop Work in that affected area and report the condition to VTA in writing. If in fact the material is asbestos or PCB or other Hazardous Substance and has not been rendered harmless, that portion of the Work in the affected area must not be resumed VTA and Contractor agree in writing to resume such Work. That portion of the Work in the affected area will be resumed in the absence of asbestos or PCB or other Hazardous Substance, or when it has been rendered harmless, by written agreement of VTA and Contractor, or in accordance with a final determination by an environmental consultant employed or retained by VTA.

Contractor is not required to perform any portion of the Work relating to asbestos, PCB or other Hazardous Substances.

Contractor will not permit any Hazardous Substances to be brought onto or stored at the Worksite or used in connection with the Work, except for specified materials and commonly used construction materials for which there is no reasonable substitute. All such materials

must be handled in accordance with all manufacturer's guidelines, warnings and recommendations and in full compliance with all applicable laws. All notices required to be given with respect to such materials must be given by Contractor. Contractor will not intentionally release or dispose any Hazardous Substance at the Worksite or into the soil, drains, surface or ground water, or air; Contractor will not allow any subcontractor, or supplier or any other person for whose acts Contractor or any subcontractor, sub-subcontractor or supplier may be liable, to do so. "Hazardous Substance" includes all substances set forth in California Health and Safety Code, Chapter 6.6, (and all regulations enacted pursuant thereto) and, to the extent not set forth in the Health and Safety Code, any additional substance or material determined to be capable of posing a risk of injury to health, safety, property, or the environment by any federal, state, or local governmental authority.

Contractor and subcontractors of each tier shall provide VTA with Material Safety Data Sheets for all materials to be incorporated into or used in the performance of the Work, including commonly used construction materials that contain any Hazardous Substance or mixture, including without limitation, any chemical listed by the State of California as a chemical known to cause cancer or reproductive harm (as defined in California Health and Safety Code, Chapter 6.6, and all regulations pursuant thereto). The Safety Data Sheets must contain all necessary and legally required information concerning substances such as asphalts, solvents, adhesives, epoxy resins, roofing sealant and bonding agents, mixtures, or chemicals in a format approved by VTA or as required by law.

Contractor shall set forth in writing its safety precautions and programs in connection with the Work, which meets or exceeds any and all applicable laws, ordinances, rules, regulations, and orders of any public, quasi-public, or other authority relating to the safety of persons and their protection against injury, specifically including, but in no event limited to the Federal Occupational Safety and Health Act of 1970, as amended, the California Occupational Safety and Health Act of 1973, and the California Labor Code.

In the event of conflicting requirements, the more stringent requirement shall govern.

All Work, equipment, machinery, materials, tools and like items incorporated or used in the Work must be in compliance with and conform to all applicable laws, ordinances, rules, regulations, and orders of any public, quasi-public, or other authority relating to the safety of persons and their protection against injury, specifically including, but in no event limited to, the Federal Occupational Safety and Health Act of 1970, as amended, and all rules and regulations now or hereafter in effect pursuant to said Act.

Contractor shall provide each worker on the Worksite with the proper safety equipment for the duties performed by that worker and will not permit any worker on the Worksite who fails or refuses to use the same. VTA has the right to order Contractor to send a worker off the Worksite for the day or to discharge a worker for his or her failure to comply with safety practices.

- (1) **Protection of Work and Property; Responsibility for Loss.** Contractor shall, throughout the performance of the Work, (a) maintain adequate and continuous protection of all Work and temporary facilities against loss or damage from whatever cause; (b) protect the property of VTA and third parties from loss or damage from whatever cause arising out of the performance of Work; and (c) comply with the requirements of VTA and its insurance carriers, and with all applicable laws, codes, rules, and regulations with respect to the prevention of loss or damage to property as a result of fire or other hazards to:

Employees on the Worksite and other persons who may be affected thereby;

The Work, materials, and equipment to be incorporated therein, whether in storage on or off of the Worksite, under care, custody, or control of Contractor and/or its sub-subcontractors; and

Other property at the Worksite or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

Solvents, oils, and any other substance that may be harmful to plant life must be disposed of in containers and removed from the Worksite. At completion of the Work, any contaminated soil must be removed and replaced with soil of equal quality prior to contamination by Contractor at no additional cost to VTA.

- (2) **VTA Patrols.** VTA may, but is not be required to, make periodic patrols of the Worksite as a part of its normal security and safety program. In such event, however, Contractor will not be relieved of its aforementioned responsibilities and VTA will not assume same. VTA will not assume any responsibility otherwise imposed upon Contractor.

- (1) Contractor is responsible for the payment of all fines levied against VTA arising from or related to activities over which Contractor has responsibility under the Contract or for work that does not conform to the Contract.

In addition to any other notice requirements in the Contract, Contractor shall give notice in writing, at least forty-eight (48) hours before breaking ground, to all persons having interests on or near the Worksite, including public utility companies, owners of property having structures or improvements in proximity to the Worksite, superintendents, inspectors, or those otherwise in charge of property, streets, water pipes, gas pipes, sewer pipes, telephone cables, electric cables, railroads or otherwise who may be affected by Contractor's operation, in order that they may remove any obstruction for which they are responsible and have a representative on the Worksite to see that their property is properly protected. Such notice does not relieve Contractor of responsibility for any damages, claims, or defense of all actions against VTA resulting from performance of such Work.

- (2) Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent Worksites and utilities.
- (3) Use or storage of explosives by Contractor is prohibited.
- (4) Contractor shall rebuild, repair, restore, and make good all losses of, and injuries or damages to, the Work performed or any portion thereof (specifically including owner-supplied equipment or other items to be utilized in connection with, or incorporated in, the Work) before final acceptance of the Work. Such rebuilding, repair, or restoration will be at Contractor's sole cost and expense unless the loss, injury, or damage requiring such rebuilding, repair, or restoration is caused by a hazard against which VTA is required to insure provided, however, that if the loss,

injury, or damage would not have occurred but for the negligent act or omission of Contractor, or its subcontractors of any tiers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, the rebuilding, repair, or restoration will be at Contractor's cost and expense to the extent of the deductible in said insurance. If any policy of insurance covering loss or damage to the Work is voided due to any action of Contractor or any of its subcontractors of any tier, such rebuilding, repair, or restoration will be at Contractor's sole cost and expense.

- (3) **Dangerous Conditions / Payment of Fines.** Contractor shall designate its project superintendent, or such other qualified member of Contractor's organization at the Worksite, as be approved by VTA, to be responsible for the prevention of accidents. If VTA or any public agency with jurisdiction notifies Contractor of any claimed dangerous condition at the Worksite which is within Contractor's care, custody, or control, Contractor shall take immediate action to rectify the condition at no additional cost to VTA. Contractor shall be responsible for the payment of all fines levied against VTA for deficiencies relating to Contractor's supervision or conduct of the Work.

Contractor will not load or permit any part of the construction or Worksite to be loaded so as to endanger the safety of persons or property.

Contractor will not permit open fires on the Worksite.

Contractor shall return all improvements on or about the Worksite and adjacent property which are not shown to be altered, removed, or otherwise changed to the conditions they were in prior to Contractor's starting performance under the Contract.

- (4) **Emergencies.** In any emergency affecting the safety of persons or property, or in the event of a claimed violation of any federal or state safety or health law or regulation, arising out of or in any way connected with the Work or its performance, Contractor shall ensure that at least one of Contractor's employees with authority is on duty during working hours, and Contractor will act immediately to prevent threatened damage, injury, or loss or to remedy said violation, whichever is applicable. If Contractor fails to carry out the obligations in this section, VTA may immediately take whatever action it deems necessary, including but not limited to, suspending the Work as provided above in Termination & Suspension. Contractor shall also establish and maintain adequate First Aid facilities at locations close to work areas, and mark such locations with signs of adequate size and composition. Contractor shall also ensure that at least one of Contractor's employees qualified by a recognized authority to perform First Aid is on duty while Work is being performed

VTA may offset any and all costs or expenses of whatever nature, including attorneys' fees, paid or incurred by VTA in taking such actions against any sums then or thereafter due to Contractor.

- (5) **Contractor Safety & Light Rail Transit Operations.** This section includes requirements to control and reduce potential hazards of light rail traction power and moving trains in any environment where contractors and outside parties have access to right-of-way and/or facilities of VTA's Light Rail Transit ("LRT") system. These requirements and procedures are designed to add an extra measure of safety for the public, passengers, and employees of VTA, and VTA's Contractors. These procedures do not supersede existing California Public

Utilities Code (“CPUC”), Cal Occupational Safety and Health Administration (“OSHA”), Workers Compensation, or any other federal, state, or local safety regulations.

These procedures apply to any person(s) working on or in any light rail restricted access area including electrical substations, overhead contact system (“OCS”), signal or communications facilities, Operations Control Center (“OCC”), tracks, stations, and any area where moving trains or light rail traction power are present or may be affected.

Contractor is responsible for insuring that their employees, their subcontractors, and any lower tier contracted services working under their purview are fully informed and responsive to these safety requirements. Contractor or their employees found to be in violation of these safety procedures may be removed from the Worksite. Failure of Contractor to conform to these requirements will result in a work stoppage issued by VTA until Contractor is in compliance with these requirements. VTA reserves the right to assess penalties for repeated safety violations up to and including termination of the Contract.

For work that occurs at the Guadalupe Light Rail Transit facility, workers must follow the following VTA Railway Worker Protection training guidelines:

All workers must (1) attend and be certified with VTA Railway Worker Protection (“RWP”) training classes, (2) display the sticker on hardhats as instructed, and (3) carry the issued RWP identification card to be presented to VTA at its request. All training classes will be reimbursed to the Contractor and Contractor shall incorporate worker class time into the Contract Scope of Work. Contractor must supply any translators as needed to properly train its workers. Contractor shall provide safety precautions to separate the work area(s) from pedestrian or vehicular traffic and to prevent damage to the building, its occupants, and the surrounding areas. Contractor shall observe applicable OSHA, CPUC, and California State OSHA requirements.

Contractor is responsible for obtaining all RWP stickers and classes. All RWP Training and right-of-way (“ROW”) access permits expire on 12/31 of each year the permits are issued. Contractor must start the renewal processes in October of each year of the Contract. Work is not allowed near any rail ROW, including inside of the rail yard, if training and permits are not acquired by January 1 of each year the Contract is in force. Not having the appropriate training and documents in place at the time of annual turnover could be determined as failure to perform and result in disciplinary action up to and including termination for default above in Termination & Suspension.

Contractor may charge for the time required to meet the regulatory requirements. Hours in the Contract are included for these purposes. Contractor must be allowed up to 5 hours’ time for up to six (6) employees being RWP-trained. Contractors may charge up to two (2) hours of time for each track allocation meeting for three (3) employees. For most contractors, this will happen once a year during the annual permitting process. If work requires permitting outside of the annual permits, VTA and Contractor will agree in a written amendment to the Contract on the charges for Contractor time.

All of Contractor's employees must be background checked per VTA requirements. **Costs for the background checks will be reimbursed to the Contractor.** To attain current pricing of the background checks, please go to the contracted vendor website. VTA has contracted with IPROVEIT (<https://iproveit.com/>) for background checks. The background checks provider is subject to change.

(1) **Definition of Terms:**

Access: Permission granted by VTA, to be on, in, or near the LRT ROW or rail transit facilities of VTA.

OCC: Operation Control Center

CPUC: California Public Utilities Commission

FRA: Federal Railroad Administration

I.D. Badge: VTA-issued badge identifying successful completion of Contractor Safety Seminar.

Lockout and Tagout Procedure: A VTA safety process & procedure to provide protection when working near the traction power electrification system or when working in a safety sensitive area.

OCS: Overhead Contact System: The electrical power system supplying 800 vdc to trains.

Restricted Area (or Restricted Access Work Area): Any point or area within 10 feet of the nearest rail of any track.

Restricted Access Permit (or Permit): Application process, paper form, and permission granted by VTA to be on, in, or near the LRT ROW or rail transit facilities of VTA.

Right-of-Way (ROW): VTA property or facilities including track, OCS, and buildings used for LRV train operations, that contain traction power or signal and communications facilities and equipment.

Safety Seminar (or Safety Training or Class): Required orientation applicable to all Contractor employees working on or within 10 feet of the rail of any track or OCS facility.

Site Specific Work Plan ("SSWP", also, "Work Plan"): Task and activity plan and detailed schedule prepared and submitted by Contractor for approval by VTA which includes work activities, equipment, and safety procedures.

Substation (or Traction Power Substation): Any facility including power feed and power distribution cabling for delivery of commercial electrical power to 800 vdc and delivery of that power to the LRT overhead contact system.

Train: LRV(s) operated under traction power or by tow-motor power.

Track Allocation Meeting: Joint meeting of VTA and its contractor(s) to determine track access, obtain power-down permission, and schedule coordination of work between contractors. Scheduled weekly or as deemed necessary by the VTA.

(2) **Restricted Access Permit.** At any time or location Contractor requires access to:

- (a) enter on, cross over, or cross under the ROW, tracks, or OCS of VTA,
- (b) to enter into facilities including yard, maintenance buildings, stations, substations, OCC, or
- (c) signal and communications equipment or facilities,

and any Work is to be performed within ten (10) feet of the nearest rail of any track, a Restricted Access Permit application must be submitted by Contractor who will perform the Work.

Unless specifically requested and approved, a Restricted Access Permit does not authorize any work operations or equipment on the tracks or within 10 feet of the OCS. It does not authorize any act which may interfere with the safe and timely operation of VTA's public rail transportation services.

Attached to this IFB is a copy of VTA's Restricted Access Permit form (Appendix A), including Restricted Access Work Rules on the reverse of the form. Contractor must submit this Restricted Access Permit form, in original, for each day, week, or for each independent work operation to be performed by Contractor, as determined by VTA. Contractor shall submit a completed form and any additional illustration or schedule details to support the application at least seven (7) days prior to the start of Work. An approved copy of the Restricted Access Permit must be maintained at each Worksite and must be read and understood by all personnel at the Worksite.

- (3) **Site Specific Work Plan.** In addition to the requirements of the Restricted Access Permit process, if at any time the Work of Contractor may impact train operations or has the possibility of impacting the integrity or physical configuration of the LRV track, the traction power system and/or the LRT signal and communications system, or if VTA determines that it is necessary for the safety of personnel and equipment, Contractor must develop and submit for approval a Site Specific Work Plan ("SSWP").

A SSWP must describe each of the activities or tasks necessary to perform the relevant portion of the Work and must include a detailed schedule of the Work items that have a duration of one (1) hour or more, indicating the hourly progress of each activity. The SSWP must include staffing, materials, and equipment that will be used to complete the Work. The schedule must include a time for which all activities planned under the SSWP will be completed.

The SSWP must include a detailed description of the safety measures to be taken for the protection of personnel and equipment. Such items as protective gear, flag and sign placement, flaggers, specialized safety equipment, ventilation equipment, in-house safety programs, and additional safety supervision will be identified.

Where the Work adds, removes, or changes any element of the traction power system, the track structure, or the signal or communications system(s), the SWWP must clearly identify the changed or fully restored condition of the OCS, track, or signal and communications system and must provide a detailed alternative plan to restore traction power, track, and/or signal and communications system if the planned Work cannot be completed successfully.

The SSWP must be submitted by Contractor not less than seven (7) days prior to the date and time of the proposed start of Work or seven (7) days prior to the scheduled Track Allocation Meeting, whichever is earlier. No Work will be undertaken until the SSWP has been reviewed by VTA, approved, or approved with changes noted and returned to Contractor. VTA may request additional explanation, request changes, or require Contractor to revise and resubmit the SSWP. If the SWPP is not acceptable to VTA,

Contractor shall revise the SWPP and resubmit the SSWP and obtain approval before proceeding with the Work.

Failure of Contractor to complete its scheduled activities and restore the track way and traction power system within the time period allowed above may adversely impact VTA's LRT operations. In the event that LRT service is delayed by Contractor's action or failure to act, the Contractor will be liable for the actual expenses incurred by VTA, including but not limited to busing passengers, overtime wages for crew and flagging persons, and cost of additional dispatching. VTA reserves the right to deduct the amount of such delay expenses from any payment to Contractor under the Contract.

- (4) **Safety Seminar Record & Report.** Contractor shall maintain and submit, on no less frequently than a monthly basis, a current list of all employees safety-trained by VTA and Contractor, including I.D. Badge number and expiration date and specific categories of training. Contractor shall forward Safety Seminar records on a monthly basis to VTA's Designated Safety Coordinator, and to the representative of the Owner-Controlled Insurance Program.
- (5) **General Contractor Safety Seminar.** Working on and around rail transit operations and traction power facilities includes a unique set of potential hazards. VTA has developed a Safety Seminar to prepare all construction workers for these hazards. The information provided in the Safety Seminar is meant to supplement all existing CPUC, Cal OSHA, Workers' Compensation, federal, state, and local safety regulations. The goal of the Safety Seminar is to educate each Contractor employee on the unique hazards that may be encountered on any VTA rail project and how best to respond to those hazards.

Each and every employee, foreman, superintendent, office personnel and manager, any and all subcontractors, and any third tier services personnel who will enter on or work on VTA's ROW within 10 feet of the near rail of any track or within ten (10) feet of the traction power system, any substation, or any communications and signal facilities or equipment is required to attend a one (1) hour Safety Seminar conducted by VTA.

Contractor Safety Seminar class will be provided by VTA each Friday at a location and time to be established by VTA. VTA will attempt to provide the Seminar at a time and location convenient to Contractor.

If at any time Contractor intends to bring new employees onto the Worksite, each of those employees must first attend one of the regularly scheduled Contractor Safety Seminar classes. Contractor is responsible for scheduling their employees for this mandatory training with the VTA Authorized Representative.

Re-certification of Contractor employees is required on an annual basis. Attendance to renew the certification at a Contractor Safety Seminar is required annually.

Contractor employees who have successfully attended a Contractor Safety Seminar class will be provided with an I.D. Badge which will be prominently displayed and visible at all times when working on VTA's ROW or Worksite. Contractor shall monitor adherence to this requirement by their employees, subcontractors, and third tier service personnel. Contractor employees not displaying the proper I.D. Badge may be subject to being removed from the Worksite. The I.D. Badge will bear the holder's name, Contractor's name, a serial number, and the date of the Safety Seminar.

- (6) **Safety Audits.** Individual responsibility is the basis for and a necessary key to any safety program. VTA may conduct safety audits or interviews as deemed reasonably necessary by VTA. The purpose of the audits or interviews is to ensure that each Contractor employee granted permission to work on the ROW is familiar with VTA's safety rules and understands the work area and time limits and can identify Contractor and the VTA representative in charge of safety at the Worksite. The audit or interview may also include verification that an approved copy of the Restricted Access Permit is being maintained at the Worksite and that it has been read and understood by all personnel working at the Worksite.
- (7) **Restricted Access Work Rules.** The Restricted Access Permit provides for the physical presence on VTA's construction or operating ROW of personnel and/or equipment. Unless specifically authorized in the Restricted Access Permit, the Restricted Access Permit does NOT authorize Work within 45 inches of the nearest rail of any track, does NOT authorize operations of any equipment on the LRT tracks, and does NOT authorize any access or equipment within 10 feet of any OCS, signal cabinet, or within any traction power substation. Restricted Access Work Rules are provided as part of the Restricted Access Permit form (See appendix A).
- (8) **Track Allocation Procedures.** Prior to occupying the trackway, Contractor shall submit a Restricted Access Permit Application to the VTA Track Allocation Coordinator not later than 24 hours prior to the next scheduled Track Allocation Meeting.

Contractor shall provide a qualified representative to attend the Track Allocation Meeting. If a representative fails to attend, the Restricted Access Permit Application is subject to being disapproved.

VTA will reimburse the Contractor for each employee that has attended the Track Allocation Meeting at the hourly rate submitted on the Contractor's Bid Sheet.

Track allocation procedures must be implemented as part of the Restricted Access Work Rules at the discretion of VTA in the interest of the safety of all personnel and equipment in and around the Worksite.

The Track Allocation meeting is used to identify Work locations, type of Work activities, and presence and protection against high voltage traction power and moving trains. Track allocation procedures work in concert with other safety procedures to ensure all Contractor and all VTA operations and safety personnel are fully informed concerning construction activities and LRT safety.

Track Allocation Meetings: The requirements identified herein are mandatory for VTA and for all contractors working on the Worksite beginning from the earliest occurrence of either of the following two events:

- i. Electrical power is installed in any substation or any portion of the traction power system is capable of being energized, and / or
- ii. VTA LRV or on-track equipment is operated on any portion of the track by VTA personnel.

Track Allocation meetings must be held weekly and require the attendance of a representative of Contractor and their subcontractors managing their own track access permits. VTA Resident Inspectors, a representative of VTA's Construction Manager, and VTA's Authorized Representative or Designated Contact Person and representatives of the Track Allocation team and Operations Testing personnel will attend as required by VTA.

The weekly meeting will be conducted by the VTA Track Allocation Coordinator who will establish the weekly time and location for scheduled meetings and procedures for communicating between all parties involved. The meeting will begin with a roll call confirming that all parties have properly submitted requests and are in attendance at the meeting. Items to be discussed will include, but not be limited to: identification of track(s) and trackway segments effected, level of personnel protection required, previous conflicts or problems, status of traction power, planned testing by VTA and/or train movements, planned construction activities, and potential conflicts and their resolution.

Following the weekly meeting, the VTA Track Allocation Coordinator shall prepare a written Track Allocation Schedule for the following week. The Track Allocation Schedule must include all planned testing, the traction power status for the week, and any safety requirements. The Track Allocation Schedule, the accompanying Restricted Access Permits, approved or rejected, will be distributed to all parties prior to the end of the following day.

Contractor's Responsibilities:

Contractor shall confirm that all of their scheduled work is included on the Restricted Access Permit application including the proper days, times, tracks, access point(s), personnel requirements, and equipment to be used in the Work.

Where any conflict may exist with other contractors at or near the Worksite, Contractor shall strive to arrive at a mutually agreeable resolution to allow the maximum productive track access for all parties.

Contractor is responsible for assuring that all of its employees, as well as all of its subcontractors and its lower tier service personnel, are aware of any scheduled safety-critical items and that they actively respond to the safety requirements of the Restricted Access Permit and Track Allocation Schedule, if granted.

Where more than one contractor is scheduled to work in the same or overlapping work limits, the contractor having primary access will be responsible for all elements of coordination and access as between contractors, subcontractors, and third tier services. Where multiple independent contractors are granted authority to work within the same or overlapping work limits, VTA's Resident Inspector or OCC supervisor or Track Allocation Coordinator shall designate and enforce rights of priority and access by various contractors.

VTA is not responsible for conflicts or limitations in access to restricted work areas or facilities or for schedule impacts that result following approval of coordinated schedules effecting the same work locations, facilities, or use of limited VTA resources.

- (9) **Lockout and Tagout Procedures.** All “Lockout and Tagout Procedures” must be coordinated with VTA’s Authorized Representative.

The Lockout and Tagout Procedure provides the highest level of protection for personnel. Traction power is removed, and a worksite is established and secured through a series of locked and tagged switches, ground straps, and warning signs or flags. This procedure is always required along with an approved Restricted Access Permit for working within 10 feet of the OCS or any traction power equipment or facilities. This procedure may also be required through the Restricted Access Permit process for work on elevated structures, within a tunnel, or when it is deemed necessary by VTA for the safety of VTA.

The requirements identified herein are mandatory for VTA and for all contractors working on the Worksite beginning from the earliest occurrence of either of the following two events:

- i. Electrical power is installed in any substation or any portion of the traction power system is capable of being energized; and/or
- ii. VTA LRV or on-track equipment is operated on any portion of the track by VTA personnel.

Prior to implementing Lockout and Tagout Procedure at any work location, the VTA representative in charge of worksite safety shall identify and confirm the following with Contractor and with VTA’s OCC:

All details as approved on the Restricted Access Permit, the Site-Specific Work Plan (if used), and the VTA Light Rail Power Removal Form, including work limits, locations of track, or OCS access and specific tracks and substations affected;

Scope of work, specific Contractor activities and equipment to be used must be only those specifically approved by VTA; and

Expected duration of Work and time for restoration of track and OCS to VTA OCC.

The VTA OCC supervisor and Way, Power and Signal employee on site shall then secure all power, install required lockout devices, issue lockout tags, install required traction power system ground(s), and place flags, cones, and/or signs as required to secure the Worksite.

Contractor’s representative in charge of the Work at the Worksite may then proceed with approved Work Plan and activities only after obtaining specific approval and direction from the VTA Resident Inspector or their designee (OCC supervisor and Way, Power and Signal employee.)

The VTA OCC supervisor or Way, Power and Signal employee in charge at the Worksite may suspend or modify any aspect of the Work Plan, assignment of personnel, or use of equipment at any time when determined necessary to ensure any aspect of Worksite safety. Contractor must promptly respond to such direction and alter Work operations and

discontinue any Work activity or all Work activity as necessary to comply with Worksite safety directives.

At the completion of Work or prior to the expiration of Work time granted at the Worksite, Contractor shall restore all aspects of track, OCS, and/or signal and communications systems to full operation, including necessary testing, to the condition identified in the approved Work Plan. All Contractor personnel, equipment, and materials must be removed from the trackway, OCS facilities, substation, or equipment room and returned to approved storage or marshaling area.

Contractor representative in charge of the Work at the Worksite shall notify the OCC supervisor and the Way, Power and Signal employee in charge of any conditions, facilities, or materials not in conformance with the approved Work Plan or of any condition that will or may affect any aspect of safety of VTA's facilities, trains, personnel, or public safety prior to releasing his use and control of the Work and will not leave the Worksite unless and until VTA has inspected and accepted any changed condition or facility.

In the event that Contractor fails to restore any VTA facility to the proper condition for VTA operations or as identified in the approved Work Plan or if Contractor fails to release Contractor's access to track, OCS, or signal and communications facility, VTA OCC supervisor and Way, Power and Signal employee shall make a sweep of the track, OCS, or other facilities and determine that equipment and systems are safe to operate. VTA OCC will then direct the restoration of power, the Way, Power and Signal employee shall remove flags, cones and/or signs, ground straps, switch locking devices, and tags from track and traction power facilities, and restore the track and OCS to service for VTA.

The permit will be canceled with an effective time, date, and OCC approval written on Contractor's permit, including an explanation of cause for restoration of track and power in the absence of Contractor.

Failure of Contractor to conform to the requirements of the approved Restricted Access Permit, the approved Site-Specific Work Plan, or the safety directions provided by the VTA Resident Inspector or their designee (OCC supervisor or Way, Power and Signal employee) in charge at the Worksite will result in a work stoppage issued by VTA until these deviations of the Contract requirements are in compliance.

- (10) **LRT Flagger(s)**. Contractor shall provide LRT flagger(s) for each work group as provided in the Restricted Access Work Rules (See Appendix A) and these specifications. A work group is one or more persons performing work. "Work" is any construction activity other than marking, inspecting, or measuring.

The following provision supersedes Restricted Access Work Rule 2, on page 3 of the June 28, 2000, version of the Restricted Access Procedures Manual:

LRT flagger(s) shall be present when (1) work is performed within 10 feet of any rail or (2) when equipment that is greater than 10 feet high or has devices which can extend more than 10 feet in length, such as cranes, fork lifts, boom trucks, are being used to perform work.

LRT flagger shall notify workers of approaching trains or rail mounted equipment and clear the track way with sufficient time so that all personnel, equipment, and unsecured materials are clear of the track way a minimum of 30 seconds prior to the train or rail mounted equipment entering the work limits. Once the track way is clear, the LRT flagger shall give a hand signal to proceed to the operator of the train or rail-mounted equipment.

If trains must slow or stop because the track way is not clear before the train arrives at the work limits, LRT flagger shall increase the time notifying work groups of approaching trains by not less than one minute.

A single LRT flagger may be assigned to multiple work groups only if the LRT flagger can view approaching trains and rail mounted vehicles and can notify all workers of the approaching trains and rail mounted equipment.

Contractor shall furnish all LRT flaggers for the Contract. Full compensation for LRT Flaggers must be included in the Contract price for the items of Work requiring LRT flagger(s), and no separate payment will be made therefore.

(11) Restricted Access Permit Fees.

VTA will waive the following fees:

- i. Restricted Access Permit - \$,3,050.00 per location, per year (VTA will reimburse this fee);**
- ii. General Contractor Safety Seminar (also known as, Roadway Worker Protection Training) - \$85.00 per class for each participant (VTA will reimburse this fee);**

VTA will deduct the following amounts from any payment owed to Contractor for services provided by VTA Operations staff:

- i. Power Shutdown - \$1,010 each;
- ii. Bus Bridging: \$180 per hour for each bus;
- iii. Modified Bus and/or Light Rail Services:
 - Hourly cost for each additional Bus required for service (regular or bus bridge): \$162.33 per hour for each bus;
 - Hourly cost for a one-car Train; \$435;
 - Hourly cost for a Train with 2 cars; \$515;
 - Hourly cost for a Train with 3 cars: \$590.

Background Security Checks for VTA Permittees. The permit applicant will be required to have their employees undergo a background security check through a process determined by VTA. VTA will reimburse the Contractor for the Background Security Check fee. VTA reserves the right to decide all aspects of the background security check process, including but not limited to all costs. Currently the cost of the Background Security Check is estimated to be \$100.00 per person (**VTA will reimburse this fee**).

VTA will reimburse the Contractor for Restricted Access Permit Fees, which are detailed in Bid Form 1-B. Contractor shall pay all Restricted Access Permit fees directly to the Track Allocation Coordinator (VTA will reimburse this fee).

(12) **Worker’s Safety Provisions: Use of Electronic Devices.** In compliance with CPUC requirements, the use of electronic devices is prohibited at all times when within 6 feet of the trackway. This includes but is not limited to scanners, cellular telephones, personal audio devices, or watches or headsets associated with those devices and any Personal Digital Assistant (“PDA”) with the following exceptions:

- Two-way radio equipment.
- Photography equipment (but not cellular telephones) that are required for the Work to be performed or for inspection purposes and have been approved by VTA.

Cellular phones with the ability to be used as two-way communication devices or as photography equipment are also prohibited.

Contractor’s Safety Officer is responsible for implementing worker’s safety requirements and should be part of their daily safety tailgate meeting. Any Contractor employee violating the worker’s safety requirements will be immediately removed from the Worksite and permanently banned from the Work. CPUC also may impose or levy fines and penalties against Contractor for violation of these requirements.

Contractor must further comply with all the requirements in VTA’s “Policy on the Use of Personal Electronic Devices by Bus and Light Rail Employees and Contractor Staff (ATU)” attached hereto as **Appendix B** and incorporated herein by this reference.”