

**VENTURA COUNTY TRANSPORTATION COMMISSION
REQUEST FOR QUALIFICATIONS
FOR
WEED ABATEMENT AND DEBRIS REMOVAL
OF
THE SANTA PAULA BRANCH LINE AND COAST MAINLINE**

INTRODUCTION

The Ventura County Transportation Commission (VCTC) has issued this Request for Qualifications (RFQ) to establish a list of qualified contractors to perform on-call weed abatement and prevention on the Santa Paula Branch Line (SPBL) and the VCTC-owned portion of the Coast Mainline, which Metrolink operates (see Exhibit 1). All work will be done in accordance with Federal and State regulations and the Scope of Work in this RFQ.

BACKGROUND

The Ventura County Transportation Commission was created by Senate Bill 1880 in 1988 as the regional transportation planning agency with a mission to improve mobility within the County and increase funding to meet transportation needs. To fulfill that mission, the VCTC establishes transportation policies and priorities ensuring an equitable allocation of federal, state, and local funds for highway, transit, rail, aviation, bicycle and other transportation projects. VCTC is a governed by a seventeen-member board composed of five County Supervisors, ten City Council members, and two Citizen Appointees – one representing the cities and one representing the county.

As the primary agency responsible for planning the region's transportation infrastructure investments, VCTC owns and maintains several miles of railroad right-of-way in Ventura County. VCTC purchased the rail corridor and active rail line known as the Santa Paula Branch Line (SPBL) in 1995 from Southern Pacific Transportation Company. The SPBL corridor is thirty-two (32) miles long, with approximately twenty-nine (29) miles of active track running eastward from a connection with the Union Pacific in the city of Ventura, to the unincorporated community of Piru. The right-of-way averages one hundred (100) feet wide, but varies between twenty-four (24) and three hundred (300) feet wide, depending on location (see Exhibit 2). Fillmore and Western Railroad currently operates on this line.

In addition, commuter and intercity rail service runs through Ventura County on the Union Pacific-owned Coast Mainline corridor, which spans between Los Angeles to San Francisco. In Ventura County, Amtrak operates intercity service through the entire county on the Coast Mainline and Metrolink operates commuter rail service between East Ventura (Montalvo) Station to Simi Valley Station and southward to Los Angeles. Union Pacific operates occasional freight routes; however the portion of track through Ventura County does not experience a high volume of rail freight activity. The Coast Mainline corridor is owned and maintained by Union Pacific with the exception of the northern forty (40) feet of the one hundred (100) foot wide rail right-of-way of the Coast Mainline from the Moorpark Layover facility (CP 427.2) to the Los Angeles County line (CP 440.8). This northern forty foot width of the right-of-way is owned and maintained by VCTC (see Exhibit 3).

QUALIFICATIONS

VCTC is seeking a reliable licensed contractor fully qualified to perform on call weed abatement and debris removal on the Santa Paula Branch Line and the VCTC-owned portion of the Coast Mainline corridor. Successful proposers will list all applicable certifications and licenses.

Additionally, VCTC works with Ventura County Fire Department annually during the pre-fire season months to control fire hazardous vegetative growth. The contractor must be able to respond to Fire Hazard Abatement notices from the Fire Department within a timely manner. VCTC also works with local jurisdictions on a case by case basis to address hazardous or illegal dumping activity on the right-of-way.

Therefore, VCTC is seeking a reliable licensed contractor fully qualified to perform heavy debris removal (rubber tires, shopping carts, mattresses, etc). In recent years, homeless encampments have become an increasingly common issue in the VCTC right-of-way, necessitating coordinated cleanup efforts with local agencies and police departments. The contractor must be able to respond in a timely and coordinated manner to work orders for encampment removal and abatement of related impacts to the property. During instances when or if a railroad flagman is needed, VCTC will provide contacts for the contractor to coordinate a flagman.

The successful proposer will also be able to point to current or recent contracts where weed abatement and debris removal has been performed, listing at least three current or recent weed abatement projects as a reference, including contact information. The successful proposer will provide a reasonable estimate for the typical response time to a work order. Additionally, the successful proposer will be able to demonstrate that it has employees or subcontractors who are fully conversant with and able to comply with railroad safety requirements from the Federal Railroad Administration listed in 49 CFR 213, 214 (c), 218 and 238 as relates to this project. Compliance with these regulations will involve access coordination with the operating railroad (either Metrolink or Fillmore and Western). Successful proposers must also meet the insurance requirements detailed further in this RFQ.

SCOPE OF WORK

Contractor shall perform mechanical and chemical weed control from the outer edge of the railroad operator's right-of-way to the property line (see Exhibits 2 & 3). Weed control inside of the operating right-of-way shall be performed by the railroad operator. Mechanical weed abatement shall occur as required by local regulation and/or at the direction of VCTC. In addition, the contractor shall be on call for weed abatement on an as-needed or case-by-case basis. The contractor's crew must also complete separate safety training sessions with each of the railroad operators.

Prior to starting work, the contractor must coordinate with the operating railroad on the line. Weed growth shall be removed as close to fences, hedges, trees, and structures as is practical without causing damage to said fences, hedges, trees, and structures. Contractor shall remove and haul all weeds, litter, and trash and tow heavy debris off the property. The contractor is responsible for disposing all vegetation and debris, and the applicable disposal fees at the time of disposal. If applicable, the contractor shall submit copies of any receipts with their invoices to claim reimbursements. The contractor must also submit separate invoices for work performed on the Santa Paula Branch Line and the Coast Mainline.

For seasonal fire hazard abatement, the crew will be expected to coordinate post-abatement inspections with the Ventura County Fire Department and VCTC as necessary. For other debris abatement within the City of Simi Valley, the contractor will be expected to coordinate post-abatement inspections with the City of Simi Valley Sherriff's Code Enforcement team and VCTC. Abatement activities shall be performed in such a manner as to minimize inconvenience to adjacent residents/motorists.

PROPOSAL REQUIREMENTS

Proposers shall submit one (1) signed hard copy and one (1) electronic copy of the proposal no later than **4:00 P.M. Pacific Time Friday August 30, 2019. Proposals delivered after the stated time will not be considered.**

The following information, at a minimum, must be provided by the firms responding to this Request for Qualifications:

- Names and qualifications of the firm's principals and other key personnel to be assigned to this project.
- A proposed scope of work including a discussion of the tasks to be accomplished.
- A list of subcontractors, if any will be used
- A list of references with names, telephone numbers, address and the name of the business or agency.

- Copies of licenses and certificates detailed above.
- Price proposal as described below.
- Evidence of sufficient insurance as described below.

An example of the score sheet to be utilized by the RFQ reviewers to rank contractor proposals is provided in Exhibit 4.

PRICE PROPOSALS

The successful proposer shall be paid on a per-job basis for services identified in the Scope of Work. Price proposals should include a line item break down of hourly rates and equipment charges. Proposals must include the cost to provide all labor, equipment, materials, supplies, and transportation necessary for brush cutting, right of way mowing, herbicide spraying, tree trimming, and debris removal and disposal. At a minimum, the proposal must include the items listed below. The proposal must also provide an estimated response time to a job request from VCTC – e.g. how soon the contractor can start the requested job.

PRICE PROPOSAL MINIMUM REQUIRED LINE ITEMS

Service Item Description	Hourly Rate or Flat Fee
Labor- Laborer	
Labor - Leadman	
Chainsaw- Gas powered w/Operator	
Weedeater- Gas powered w/Operator	
Tractor/Mower W/Operator	
Bobcat/Loader W/Operator	
Tractor/Boom Sprayer 200ga	
Truck/ Dump Trailer W/Operator	
Tractor/ Chipper 120HP w/Operator	
Operator w/ Backpack Sprayer	
Truck/Water Trailer 500ga Fire Prevention	
Disposal Fees	
Materials	
Vegetation-Herbicide Chemicals	

INSURANCE

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation insurance** as required by the State of California, with Statutory Limits, and **Employer's Liability Insurance** with limit of no less than \$1,000,000 per accident for bodily injury or disease.
(Not required if consultant provides written verification it has no employees)
4. **Professional Liability (Errors and Omissions) Insurance** appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
5. **Railroad Protective Liability:** Insurance on behalf of Ventura County Transportation Commission with limits no less than \$2,000,000 per occurrence and \$6,000,000 annual aggregate, required whenever work is performed within 50 feet of the railroad tracks.

If the Consultant maintains higher limits than the minimums shown above, the VCTC requires and shall be entitled to coverage for the higher limits maintained by the contractor.

Other Insurance Provisions

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

Additional Insured Status

The VCTC, its officers, officials, employees, and volunteers are to be covered as additional insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance as respects the VCTC, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the VCTC, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with 30 days' notice to the VCTC.

Waiver of Subrogation

Consultant hereby grants to VCTC a waiver of any right to subrogation which any insurer of said Consultant may acquire against the VCTC by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation,

but this provision applies regardless of whether or not the VCTC has received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise accepted in writing by VCTC.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage

Consultant shall furnish the VCTC with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the VCTC before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The VCTC reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

Special Risks or Circumstances

VCTC reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Deductibles and Self-Insured Retentions

Consultant shall disclose to and obtain the approval of VCTC for any self-insured retention and/or deductible of all insurance policies required by this Agreement before beginning any of the services or work called for by any term of this Agreement/approval of this agreement by VCTC. The VCTC may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Further, if any insurance policy required by this Agreement includes a self-insured retention that must be paid by a named insured as a precondition of the insurer's liability, or which has the effect of providing that payments of the self-insured retention by others, including additional insureds or insurers do not serve to satisfy the self-insured retention, such provisions must be modified by special endorsement so as to not apply to the additional insured coverage required by this agreement so as to not prevent any of the parties to this agreement from satisfying or paying the self-insured retention required to be paid as a precondition to the insurer's liability. Additionally, the certificates of insurance must note whether the policy does or does not include any self-insured retention and also must disclose the deductible.

CONTRACT CERTIFICATION

The Workers Contract Certification found in Attachment 1 is a part of this RFQ and will become a part of the contract for consultant services.

QUALIFICATIONS REVIEW CRITERIA

VCTC will use the submitted qualifications to compile a list of eligible contractors to complete future weed abatement jobs. Issuance of this RFQ and the receipt of qualifications do not commit VCTC to award a

contract. VCTC reserves the right to reject any and all qualifications, whole or in part, submitted and to request additional information.

TIMELINE

RFQ Release Date	July 19, 2019
RFQ Due Date	August 30, 2019

VCTC CONTACT INFORMATION

All questions, comments, and proposals should be directed to:

Steve DeGeorge, Director of Planning
Ventura County Transportation Commission
950 County Square Drive, Suite 207
Ventura, CA 93003

Phone: (805) 642-1591 (ext. 103)
Email: sdegeoge@goventura.org

ATTACHMENT 1

WORKER'S COMPENSATION INSURANCE CERTIFICATE

As required by Section 1860 of the California Labor Code (Chapter 1000, Statutes of 1965), the Consultant shall secure the payment of Workmen's Compensation to its employees in accordance with the provisions of Section 3700 of the California Labor Code and shall furnish VCTC with a certificate evidencing such coverage together with verification thereof as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workmen's Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."

SIGNED: _____
(Contractor)

DATE: _____

Exhibit 1

VCTC OWNED RAILROAD RIGHT-OF-WAY OVERVIEW

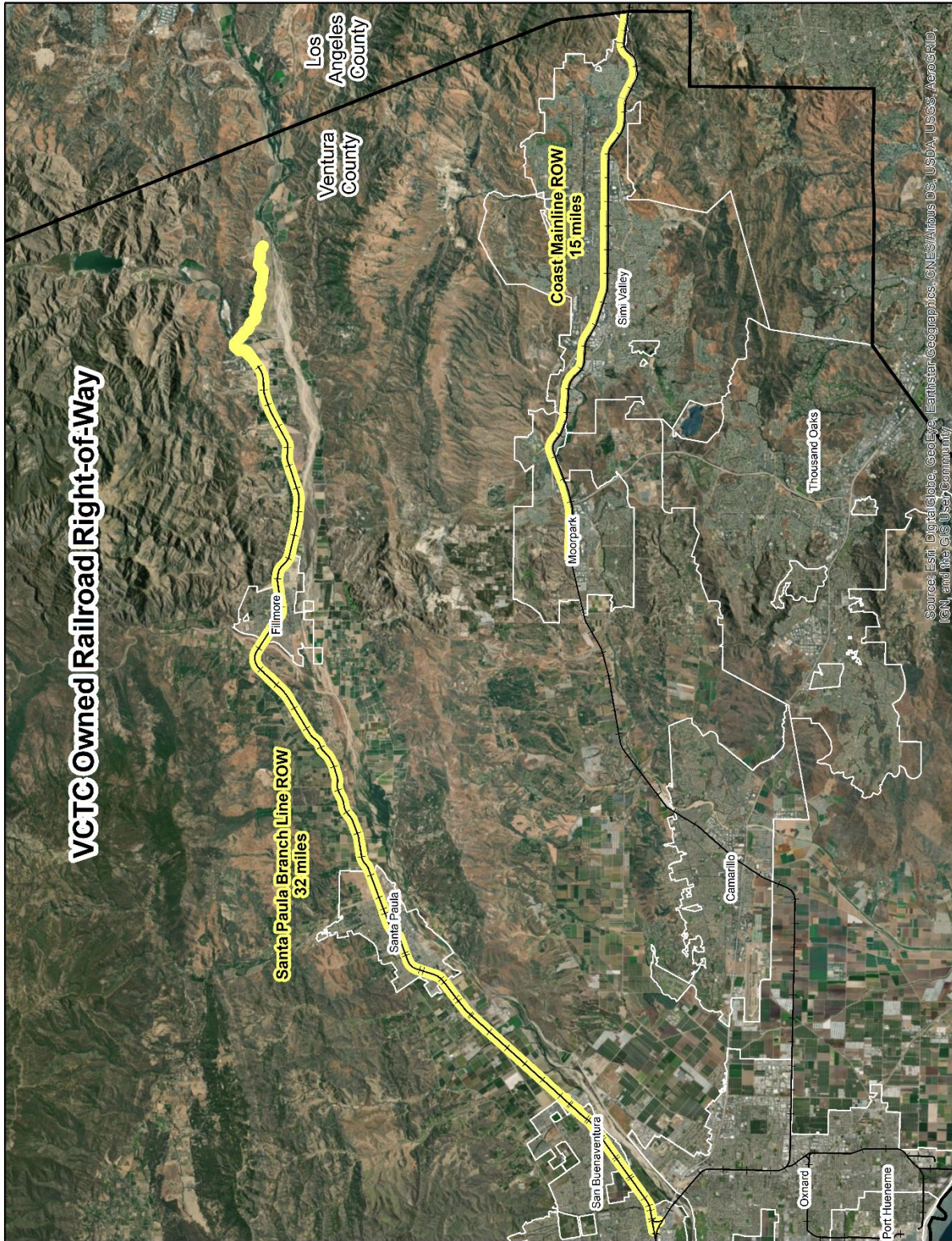


Exhibit 2

SANTA PAULA BRANCH LINE RESPONSIBILITY AREA EXAMPLE

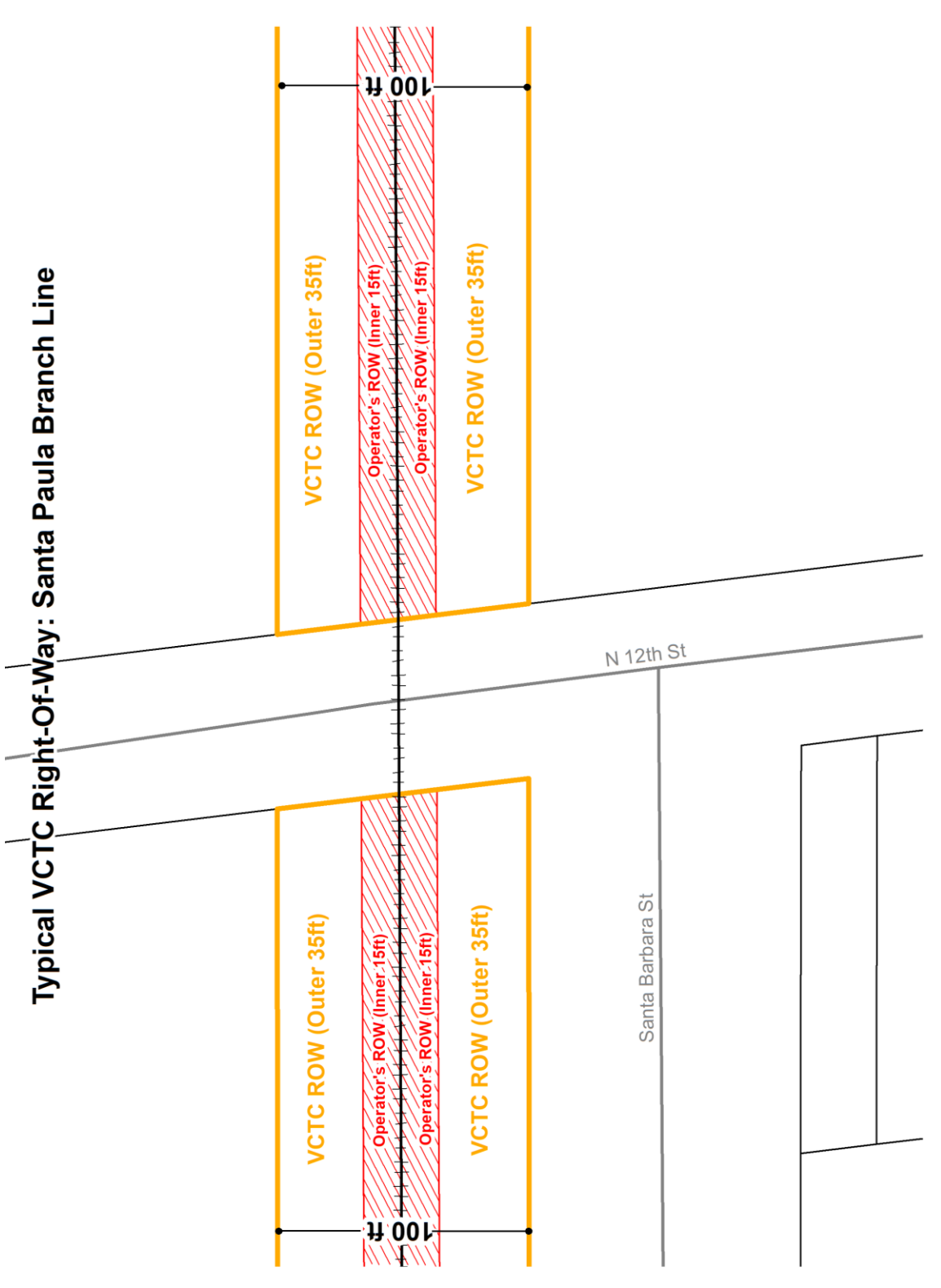


Exhibit 3

COAST MAINLINE RESPONSIBILITY AREA EXAMPLE

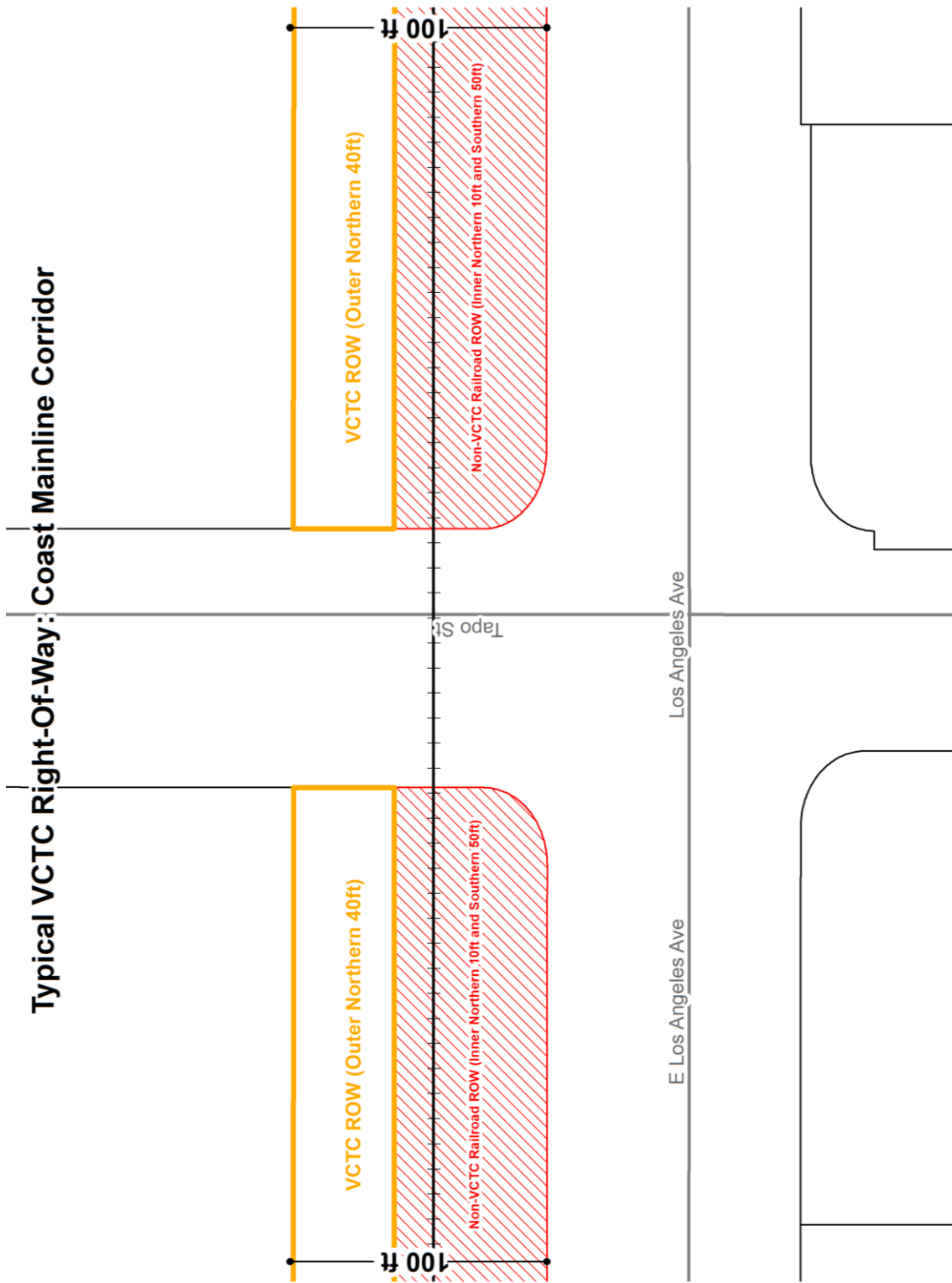


Exhibit 4

PROPOSAL REVIEW SCORE SHEET

Example of Reviewer Score Sheet for Weed Abatement RFQ					
Contractor:					
Category	Description	Points	Score	Comments	
Price	Points awarded based on reviewer's analysis of the line item price proposal.	60			
Qualifications	Points awarded from reviewer's analysis of the proposal, how well the contractor's qualifications fit the Scope of Work, and licenses and certificates held for the required work.	20			
Previous Experience	Points awarded based on work history and references. Greater weight will be given to previous work with government agencies and railroad work experience.	10			
Responsiveness	Points based on estimated time between work order from VCTC and start of work for a standard weed abatement job.	10			
TOTAL SCORE		100			

Reviewer's Name: _____

Reviewer's Signature: _____