



**Request For Proposals  
(RFP) for  
Design Build Contract for  
Transit Stops-Stations Needs  
Assessment and  
Infrastructure  
Improvements**

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## 1. PROCUREMENT SCHEDULE

<b>Project Name</b>	Transit Stops-Stations Needs Assessment and Infrastructure Improvements
<b>Issuance Date</b>	December 1, 2023
<b>Pre-Proposal Conference (Optional)</b>	December 13, 2023 @ 11:00 AM (PST) via Microsoft Teams Meeting (link will be provided on VCTC's webpage indicated below)
<b>Questions Deadline</b>	December 20, 2023 @ 5:00 PM (PST)
<b>Responses to Questions</b>	January 12, 2023
<b>Proposal Submittal Due Date/Time</b>	February 2, 2023 @ 5:00 PM (PST)
<b>Interviews (Optional)</b>	TBD via Microsoft Teams Meeting
<b>Proposal Submittal Location</b>	Via email to <a href="mailto:asmith@goventura.org">asmith@goventura.org</a>
<b>Contract Award</b>	April 5, 2024
<b>Solicitation Contact</b>	Claire Grasty   <a href="mailto:cgrasty@goventura.org">cgrasty@goventura.org</a>   <a href="mailto:asmith@goventura.org">asmith@goventura.org</a>
<b>Contract Type</b>	Design/Build and firm, fixed fee compensated per task completion as identified in <i>Scope of Work</i>

All items contained in the procurement schedule above are subject to change. It is the Proposer's responsibility to check VCTC's website at <https://www.goventura.org/work-with-vctc/contracts/> for updates.

## 2. MINIMUM REQUIREMENTS

2.1 The Proposer shall have completed three (3) bus stop improvement projects or similar within the past seven (7) years.

2.2 The proposer shall also provide a minimum of three (3) references from the last seven (7) years for completed bus stop or train station improvement projects or similar projects. Please ensure contact information for each reference is up to date.

## 3. PROPOSAL SUBMITTAL INSTRUCTIONS

3.1 The Ventura County Transportation Commission (VCTC), hereinafter referred to as VCTC or "Commission," has developed a detailed scope of work for a Contractor to assist VCTC in a Needs Assessment for Transit Stops-Stations and procurement support for subsequent construction improvements.

3.2 The scope of work includes the following tasks:

1. Project Management
2. Transit Stops and Stations Inventory
3. Accessibility Assessment
4. Stakeholder Engagement
5. Transit Stops and Stations Needs Assessment
6. Transit Stop/Station Infrastructure Improvements Plan
7. Construction Improvements
8. Final Plan Report & Presentation

3.3 Please submit technical proposal and cost proposal separately to [cgrasty@goventura.org](mailto:cgrasty@goventura.org). Appendices **may not** be included as part of the technical or cost proposal. Proposals received after 5:00 PM (PST) on Friday, February 2, 2023, will be deemed non-responsive and will not be considered.

3.4 Any questions concerning this RFP should be directed to Claire Grasty, Director of Transit Services at [cgrasty@goventura.org](mailto:cgrasty@goventura.org) no later than 5:00 PM (PST) on Wednesday, December 20, 2023. All questions and responses will be posted on VCTC's website (<https://www.goventura.org/work-with-vctc/contracts/>) as an addendum to the RFP.

3.5 By submitting a proposal, Proposer agree to comply with all indemnification and insurance requirements, including requiring compliance with such provisions by all subcontractors hired by Proposer, listed in this RFP and included in the draft contract unless explicitly listed as an exception in the proposal.

3.6 VCTC intends for this contract to be performed in accordance with California Public Contract Code Local Agency Design-Build Projects Sections 22160-22169.

There is no expressed or implied obligation for VCTC to reimburse responding firms for any expenses incurred in the preparation or delivery of proposals in response to this request. VCTC reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether that proposal is selected. All submissions are considered a matter of public record. All

proposals must include the items listed below. VCTC reserves the right to deem any proposal(s) that do not adhere to any of the instructions contained in the RFP and/or addendums as non-responsive.

#### **4. PROPOSAL INFORMATION AND CONTENT**

Proposals should be organized as follows and shall adhere to the following page limits for the proposal submittal:

**4.1 Cover Page** (1 Page Maximum) – Indicate RFP subject, name of proposer's firm, local address, telephone number, name of contact person, and date of proposal as well as the names and contact information of any subcontractors. Provide the names and titles of individuals authorized to make representations for the proposer.

**4.2 Table of Contents** (1 Page Maximum) – Include a clear identification of the material in the RFP by section and page number.

**4.3 Letter of Transmittal** (1 Page Maximum) – Briefly state the proposer's understanding of the work to be performed and illustrate commitment to perform the work within the specified study duration.

**4.4 Profile of the Proposer** (4 Page Maximum) – State whether the firm is local, national, or international, and provide a summary of representative experience relevant to the work outlined in the RFP.

**4.5 Statement of Qualifications** (6 Pages Maximum) – Provide a brief statement of similar/relevant projects performed. Identify individuals who performed work on similar projects and individuals that will be assigned to this project.

**4.6 Project Team** (14 Pages Maximum) – Provide an organization chart with role descriptions and include key team member resumes.

**4.7 Study Approach** (14 Pages Maximum) – Provide a detailed description of approaches to each task contained in the RFP. This should include potential challenges and methods to minimize or eliminate identified challenges.

**4.8 Innovative Approaches** (4 Pages Maximum) – Provide proposed innovative approaches to any tasks outlined in the RFP.

**4.9 Technical Design and Construction Expertise** (6 pages Maximum) – Provide a brief statement of similar/relevant projects performed. Identify individuals who performed work on similar projects and individuals that will be assigned to this project.

**4.10 Life-cycle costs over 15 or more years** (3 pages Maximum) – Provide the life-cycle cost over 15 or more years

**4.11 Fee Structure** (See *Cost Proposal Template – Attachment B*) – Proposer shall submit a cost proposal by only utilizing the Excel template provided, refer to Attachment B. Note, in each section there are additional lines for any additional proposed costs. If necessary, proposers are allowed to add a single page explanation of costs to supplement their cost proposal and/or to clarify any costs.

In addition, the cost proposal shall be provided in two formats: 1) an Excel version with fields unlocked for ease of analysis and 2) a signed PDF version. These two cost proposal formats shall be submitted as separate documents, separate from the technical proposal. There are no formulas provided/contained in the Excel template and the proposer is responsible for any errors related to formulas or other inputs submitted to VCTC.

**4.12 List of References** Provide a list of references for whom similar work has been performed, as well as references for any proposed subcontractors.

**4.13 Exceptions Submittal (if applicable)**

Submit any and all exceptions to this solicitation and Template Agreement on separate pages, and clearly identify at the top of each page, "EXCEPTION TO Transit Stops-Stations Needs Assessment and Infrastructure Improvements Project." Each exception shall reference the page number and section number, as appropriate. Contractor should note that the submittal of an exception does not obligate VCTC to revise the terms of the RFP or Agreement.

## 5. PROPOSAL EVALUATION CRITERIA

5.1 Proposals will be reviewed by an evaluation committee established by VCTC. Interviews will be arranged with some or all proposers via Microsoft Teams. The time and date of interviews are subject to change.

5.2 The selection of the Contractor and subsequent Agreement award will be based on the criteria contained in this RFP, as demonstrated in the submitted proposal package. Proposer should submit information sufficient for VCTC to evaluate proposals regarding the selection criteria. The absence of required information may cause the proposal to be deemed non-responsive and may be cause for rejection.

5.3 When the evaluation is complete, the responsive proposers shall be ranked based on a determination of value provided, provided that no more than three proposers are required to be ranked. The award of the contract shall be made to the responsible design-build entity whose proposal is determined by the local agency to have offered the best value to the public. Notwithstanding any other provision of this code, upon issuance of a contract award, the local agency shall publicly announce its award, identifying the design-build entity to which the award is made, along with a statement regarding the basis of the award.

5.4 Agreement award will be based on the proposal that is the best value for VCTC's needs and interests; cost is only one factor.

5.5 VCTC may conduct interviews and utilize references during selection process.

5.6 The award resulting from this RFP will be made to the Proposer that submits a response that, in the sole opinion of VCTC, best serves the overall interest of VCTC.

5.7 The award made from this RFP is subject to approval by the Ventura County Transportation Commission.

5.8 The scoring criteria includes the following:

<b>CRITERIA</b>	<b>Scoring Criteria</b>
<b>Proposal Package Content</b>	<b>Pass/Fail</b>
Cover Page	
Table of Contents	
Letter of Transmittal	
Profile of the Proposer	
Statement of Qualifications	
Project Team	
Study Approach	
Innovative Approaches	

Technical Design and Construction Expertise	
Life-cycle costs over 15 or more years	
Fee Structure	
List of References	
Exceptions Submittal (if applicable)	
<b>Qualifications and Expertise</b>	<b>15 Points</b>
Demonstrated successful performance on similar or related projects.	
Experience, technical competence and role of sub-Proposers, including prior working relationship with prime (if applicable).	
<b>Project Team</b>	<b>15 Points</b>
Relevant experience of the Project Manager and key personnel in example projects.	
Senior staff availability and time commitment of key personnel on this project.	
List of client references	
<b>Study Approach</b>	<b>30 Points</b>
Completeness of proposal and compliance with RFP instructions	
Demonstrated knowledge of the work required	
Methods to minimize or eliminate identified challenges	
Approach and proposed methodology to project scope	
Project Specific Quality Components	
<b>Innovative Approach</b>	<b>5 Points</b>
Innovative approaches	
<b>Technical Design and Construction Expertise</b>	<b>15 Points</b>
Demonstrated successful performance on similar or related projects.	
Experience, technical competence and role of sub-Proposers, including prior working relationship with prime (if applicable).	
<b>Life-cycle Costs Over 15 or More Years</b>	<b>5 Points</b>
Total cost	
<b>Price</b>	<b>15 Points</b>
Total cost	

Best Value	
<b>Total (100 Points Possible)</b>	

## 6. AGREEMENT AWARD

### 6.1 No Guaranteed Value:

VCTC does not guarantee a minimum or maximum dollar value for any Agreement resulting from this solicitation.

### 6.2 Commission Approval:

The award made from this solicitation is subject to approval by the Ventura County Transportation Commission.

### 6.3 Interview:

VCTC reserves the right to interview Proposer before an Agreement is awarded. The costs of attending any interview are Proposers' responsibility.

### 6.4 Incurred Costs:

VCTC is not liable for any cost incurred by Contractor in response to this solicitation.

### 6.5 Notification:

All Contractors who have submitted a proposal package will be notified of the final decision as soon as it has been determined.

### 6.6 VCTC's Best Interest:

The award resulting from this solicitation will be made to the Contractor that submits a response, in the sole opinion of VCTC, best serves the overall interest of VCTC.

## 7. SEQUENTIAL AGREEMENT NEGOTIATION

7.1 VCTC will pursue Agreement negotiations with Proposer who submits the best proposal or is deemed the most qualified in the sole opinion of VCTC, and which is in accordance with the criteria as described within the solicitation. If the Agreement negotiations are unsuccessful, in the opinion of either VCTC or Proposer, VCTC may pursue Agreement negotiations with the entity that submitted a proposal which VCTC deems to be the next best qualified to provide the services, or VCTC may issue a new solicitation, cancel the solicitation, or take any other action which it deems to be in its best interest.

## 8. VCTC'S PROTEST PROCEDURES

### 8.1 General

1. This policy specifies procedures for Interested Parties (as hereinafter defined) protesting the following staff actions:
  - a) A written notice, by, or on behalf of, the Executive Director denying a bidder's or proposer's request for a change in contract requirement; and



- b) A written recommendation to Ventura County Transportation Commission ("VCTC") or a decision made by, or on behalf of, the Executive Director to disqualify a proposer, bidder or subcontractor; and
  - c) A written recommendation by, or on behalf of, the Executive Director that VCTC award a contract to a particular bidder or proposer.
- 2. This policy does not govern any VCTC staff decision not listed in this Section II.A.
- 3. When a protest has been properly filed, pursuant to the procedures hereinafter set forth, prior to contract award, the VCTC shall not award the contract prior to deciding the protest. When a protest has been properly filed before the opening of bids, bids shall not be opened prior to the VCTC decision on the protest. When a protest has been filed properly after the contract is awarded, the contract shall not be executed until the protest is resolved by the VCTC.
- 4. Materials submitted as a part of the protest resolution process will be available to the public except to the extent that:
  - a) The information is designated proprietary by the person submitting the information to VCTC. If the person submitting material to VCTC considers that the material contains proprietary material which should be withheld, a statement advising of this fact shall be affixed to the front page of the material submitted and the alleged proprietary information must be specifically identified in the body of the materials wherever it appears.

## 8.2 Filing a Protest

1. Protests may be filed only by "Interested Parties". "Interested Parties" are defined as (a) bidders who have responded, and prospective bidders who may respond, to a request for bids, (b) prospective professional services contractors who may respond, and professional service contractors who have responded, to a request for proposals on a VCTC contract and/or a generally funded contract, and (c) subcontractors or suppliers at any tier who have a substantial economic interest in an award, a provision of the specifications, or a bid or proposal submitted to VCTC by a prime contractor, or in the interpretation of the provisions of such documents.
2. Protests to a contract requirement must be filed at least ten (10) working days prior to bid opening or the deadline for receiving proposals. Protests to VCTC staff actions must be filed within five (5) working days of receipt by the bidder or proposer from the Executive Director, or a person authorized to act on behalf of the Executive Director, or written notice of the VCTC staff action.
3. Protests shall be addressed to Ventura County Transportation Commission, 751 E. Daily Drive, Suite 420, Camarillo CA 93010, or such other address as may appear on the request for proposal for bid solicitation.
4. Protests shall be in writing and contain a statement of the ground(s) for protest. At least ten (10) copies of the protest shall be submitted by the protestor in the time and manner specified in this section.
5. The Executive Director, or an authorized person acting on behalf of the Executive Director, shall provide notice, by telephone, telephone facsimile (FAX) or by letter, to all bidders and/or persons who have submitted proposals on the contract which is subject to the protest known to VCTC. Such notice shall state that a protest has been filed with VCTC and identify the name of the protestor. The notice shall be given not more than five (5)

working days after receipt of a properly filed protest. The notice shall state that bidders will receive further information relative to the protest only by submitting a written request for further information to the Executive Director.

### 8.3 VCTC Preliminary Response to a Protest: Meeting with Staff to Attempt Early Resolution of the Protest

1. Not more than ten (10) working days after receipt of a properly filed protest, the Executive Director, or a person authorized to act on his or her behalf, shall prepare and distribute to the protestor and to all persons specified in Section B.5, above:
  - a) A written preliminary response to the protest. This response shall include a brief explanation of the reasons why the protested VCTC staff action is justified; and
  - b) The time, date and place of the meeting described in Section C.2, below.
2. The Executive Director and/or appropriate VCTC staff shall meet with the protestor to discuss and attempt to resolve the protest within thirty (30) days of the response required by C.1(a) above.
3. After the meeting required by Section C.2, above the protestor shall within five (5) working days give the Executive Director written notice that either the protest is withdrawn or, alternately, that the protestor requests further consideration of the protest. In the event that the protestor fails to file the notice required by this Section C.3 at the office of the Executive Director within five (5) working days after the meeting, the protest shall be deemed withdrawn.

### 8.4 Further Investigation

1. If a protest is not withdrawn pursuant to Section C.3, above, the Executive Director shall, within thirty (30) days of receipt of the notice from the protestor described in Section C.3, above, further investigate the protest with the assistance of the VCTC staff.
2. The Executive Director may contract for third-party consulting services when necessary to investigate a protest. The Executive Director may negotiate with the protestor and other interested parties the sharing of the cost of such consulting services.
3. As part of the investigation, the Executive Director shall establish a reasonable time within which VCTC, the protestor, and other interested parties shall exchange all documents and arguments relevant to the protest; provided, however, that such time shall not exceed thirty (30) days without the concurrence of the protestor and the Executive Director.

### 8.5 Intended Decision: Comments by Protestor and Other Parties

1. Following investigation, the Executive Director shall, within thirty (30) days, prepare and distribute to the protestor and all persons specified in Section B.5:
  - a) An intended decision recommending actions which the Executive Director believes the VCTC should take to resolve the protest and specifying the reasons for the recommended action of the VCTC.
  - b) A statement of the date within which the protestor and other persons must submit written comments with respect to the intended decision. Such date shall allow a reasonable period for rebuttal and shall vary according to the complexity of the particular protest;
  - c) Given written notice to all Interested Parties of the time, date and place of the VCTC meeting at which the protest will be considered.

2. The following materials shall be included in the agenda package sent to VCTC members prior to the VCTC meeting and shall be available to any person at the VCTC office at least five (5) working days before the hearing:
  - a) The intended decision described in Section E.1 (a), above.
  - b) All written comments received within the submittal period described in Section E.1 (b), above.
  - c) If the Executive Director has revised his/her intended decision since its distribution pursuant to Section E.2(a), above, a written description of the new intended decision and the reasons for revision.

#### 8.6 VCTC Consideration

1. At the hearing, VCTC staff and any person may present evidence relating to the protest. At the beginning of the hearing, the Chair of the VCTC may announce time limits on testimony and other procedural rules which, in the opinion of the Chair, are reasonable necessary to preclude repetitious or irrelevant testimony and afford all persons wishing to testify the opportunity to be heard.
2. In rendering its decision on the protest:
  - a) VCTC may adopted or amend the intended decision and findings of fact prepared by the Executive Director and Staff; or
  - b) Make findings and adopt a decision different from the findings and intended decision of the Executive Director; or
  - c) Elect to defer its decision and direct VCTC staff
  - d) To Further investigate the protest; or
  - e) Hire an impartial hearing officer to conduct a hearing and prepare a written recommended decision, including findings of fact, to be returned to VCTC for decision which shall be made pursuant to the procedures outlined in this Section.

## 9. Scope of Work

### **9.1 Purpose**

The selected firm (Contractor) shall be responsible for completing the assessment of all existing bus stops, identifying recommended improvements at each bus stop with cost estimates, design of recommended improvements based on the provided budget, and construction of the improvements. Design shall include preparation of plans, specifications, and estimates (PS&E) for the bus stops selected for improvement. The proposed project will implement strategies of the Ventura County Coordinated Public Transit-Human Services Transportation Plan ("Coordinated Plan") to conduct an inventory and evaluate the accessibility of all bus stops and train stations countywide, and create a project and priority list based on qualitative and quantitative standards and subsequently fund infrastructure improvements.

### **9.2 Goals and Objectives**

- > Develop a countywide inventory of all bus stops/rail stations.
- > Identify stops and stations that have potential for general, multimodal, Americans with Disabilities Act (ADA), operational, and amenity improvements that would create mobility hubs and facilitate improved multimodal connections to transit.

- > Ensure alignment of work with Southern California Association of Government's Regional Early Action Planning Grant 2.0's Core Program Objectives

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## **1 | Project Management**

### Task 1.2 – Meetings

The Contractor shall report the status of the work effort, progress, and schedule on a bi-weekly basis. Any modification to the frequency of project meetings shall be approved by both VCTC and the Contractor. The Contractor shall also lead the project kick-off meeting to initiate the project, align team members, and establish clear goals, roles, and expectations for the project. The kick-off meeting shall include an overview of the project, scope, roles and responsibilities, project schedule, risk assessment, communication plan, tools and resources and other relevant topics.

**Deliverables:** Meeting Agendas and Minutes.

### Task 1.2 – Project Reporting

The Contractor shall use systems that are compatible with already established VCTC systems, policies, software, procedures, and practices. Reports shall provide the necessary information to assure VCTC that the work is being accomplished as required and to facilitate invoice review and approval. The Contractor's project management system shall feature safeguards for the early identification of issues and their effective resolution.

The Contractor's Project Manager is responsible for monitoring project performance and, if necessary, adjusting project resources to accomplish activities in a manner consistent with the adopted scope, budget, and schedule. The Contractor's Project Manager shall notify VCTC Project Manager or designee of any modification requests to the project scope, budget, and/or schedule and will adhere to the project requirements that are mutually agreed upon between VCTC and the Contractor. The base project schedule shall be submitted prior to the project kick-off meeting and will be reviewed and finalized within seven (7) business days of the kick-off meeting. The Contractor shall also report all corrective measures to the VCTC Project Manager for review and approval. The draft final report is anticipated to be completed within eight (8) months from the date of the issuance of the Notice to Proceed. An additional two (2) months will be allotted for completion of final drafts, internal/external stakeholder reviews, formatting, and administrative tasks.

The Contractor shall provide a minimum of fourteen (14) calendar days to VCTC staff to thoroughly review each deliverable. More complex deliverables may require up to three (3) to four (4) additional weeks for VCTC review. A deliverable is not accepted until formal written notice is provided by VCTC's Project Manager or designee. This process shall ensure that quality is achieved through checking, reviewing, and the managing of work activities for both VCTC and the Contractor. The status of the work efforts shall be reflected in monthly progress reports documenting the Contractor's effort during the billing period, tasks to be accomplished over the next 30 days as well as any forthcoming challenges and issues and potential methods for resolution.

Prior to acceptance and finalization, work deliverables should be proofread before submission

to VCTC and include minimal to no grammatical or spelling errors. Deliverables submitted with excessive errors may be rejected until errors have been fixed.

**Deliverables:** Monthly Reports and Project Schedule.

## **2 | Transit Stops and Stations Inventory**

### Task 2.1 – Data Collection

The data collection will be conducted through field surveys by trained personnel. The Contractor is required to train all data collectors, surveyors, etc. Data collectors shall visit each bus stop within the designated area and use electronic data collection devices and/or paper-based forms to record the relevant information. All data collectors shall undergo a comprehensive training session to familiarize themselves with the project objectives, data collection tools, and procedures where they will be introduced to the survey forms, digital data collection applications, or any other tools necessary to complete this task. Data collectors shall prioritize safety during collection, following all traffic rules and regulations while on-site.

Data shall be uploaded to a centralized database or shared platform for further processing and analysis. The Contractor shall develop a QA/QC plan that will provide contingency plans for addressing issues with data collection efforts. The Contractor shall periodically review the collected data to ensure accuracy and consistency. Prior to the start of data collection, the task approach and methodologies shall be reviewed and approved by VCTC.

The Contractor shall identify data collection elements that shall be collected for each bus stop and train station using the following:

- 1. Location Information**
  - a. Latitude and longitude coordinates of the bus stop/train station
- 2. Stop/Station Attributes**
  - a. Stop/Station identification number (if available)
    - i. VCTC will provide established stop IDs from its countywide Syncromatics system
  - b. Types of bus stop (e.g., regular, major transfer point, terminal, sheltered, etc.)
  - c. Bus/train route(s) served by the stop
- 3. Infrastructure**
  - a. Bench
  - b. Shelter (or roof)
  - c. Lighting
  - d. Real-time arrival signs
  - e. Trash can
  - f. Condition of the bus stop infrastructure (e.g., benches, lighting, signage, etc.)
  - g. Information display (e.g., bus schedules, route maps, real-time arrival information)
- 4. Accessibility**
  - a. Presence of ADA landing spots, wheelchair ramps or facilities for persons with disabilities
  - b. Sidewalks and pedestrian crossings for safe access within proximity of stop/station
  - c. Proximity to nearby pedestrian pathways or crosswalks
- 5. Safety Features**
  - a. Operationally safe
  - b. Adequate lighting during nighttime hours
  - c. Visibility from nearby roads and intersections

- d. Presence of safety barriers or guardrails (if applicable)

## 6. Surrounding Services

- a. Distance to the nearest road intersection or major street
- b. Proximity to destinations or public facilities (e.g., schools, hospitals, parks)
- c. Availability of nearby amenities (e.g., convenience stores, public restrooms, etc.)

The Contractor will be provided with Gold Coast Transit District's (GCTD) 2022 Bus Stop Improvement Plan and data. Since GCTD has the majority of stops in Ventura County, the Contractor will be able to leverage the data that has already been collected. The Contractor will also be provided with Metrolink's recently completed Station Planning and Connectivity Enhancement Implementation Plan and supporting data/technical analysis to supplement. The Plan's purpose was to identify and propose recommendations to remove barriers to accessing Metrolink stations through integrated strategies and pilot projects.

The Contractor will develop a comprehensive and quantitative/qualitative rating system that evaluates various aspects of each stop/station's infrastructure including an equity criteria factor. This task will allow agencies to use data-driven decision-making for prioritizing bus stop and train station improvements. Rating criteria may include:

- Accessibility for people with disabilities
- Shelter and seating availability
- Lighting, safety and security
- Signage and information provision
- Cleanliness and maintenance
- Proximity to amenities (e.g., restrooms, retail, and dining)
- Environmental considerations

**Deliverables:** Data Collection Methodology, Rating System, and Quality Assurance/Quality Control Plan.

### Task 2.2 – Inventory

The Contractor shall create or contribute to an existing bus stop/rail station inventory that will compile a physical and digital inventory of every fixed route bus stop and rail station within Ventura County (and VCTC Intercity stops in Santa Barbara and Los Angeles Counties). The inventory shall account for the categories of data identified in Task 2.1 (i.e. location information, infrastructure, bus stop elements, accessibility, safety features, and surrounding services). The primary purpose of this task is to enable the development of an empirical and data-driven method that can assist with bus stop placement, maintenance, improvement, and prioritization of work.

The Contractor shall utilize a Global Positioning System (GPS) for stop location and verification. Additionally, the Contractor shall capture a digital record of the physical condition (i.e. photographs), infrastructure, and amenities at each bus stop/rail station. Furthermore, the Contractor shall assess bus stop accessibility from a mobility-challenged rider perspective. The data collected shall be used to identify placement of stops and provide geospatial coordinates.

The Contractor shall perform all necessary quality checks such as utilizing Geographic Information Systems (GIS), satellite imagery, aerial photos, and online mapping tools to verify/validate information about stop locations, amenities, and conditions prior to submittal to VCTC.

**Deliverables:** Digital database of full bus stop and train station inventory.

### **3 | Accessibility Assessment**

The Contractor shall evaluate the accessibility of each transit stop, considering the needs of individuals with disabilities, seniors, and other disadvantaged populations. This task will also include the assessment of the compliance of transit stops with relevant accessibility standards and regulations, such as the Americans with Disabilities Act (ADA) or local accessibility guidelines. The Contractor shall identify barriers to accessibility including physical obstacles, inadequate signage, and lack of amenities like seating or shelters.

### **4 | Stakeholder Engagement**

Engagement will be key to ensure buy-in and collecting input. The Contractor, in collaboration with VCTC staff, shall develop an outreach plan that will establish comprehensive and meaningful strategies for engaging stakeholders and soliciting input regarding their experiences related to accessing bus stops/rail stations. The Contractor will conduct three stakeholder meetings (two in-person and one virtual) and two community workshops (both in-person for west and east Ventura County) to gather input on priorities and concerns.

The Contractor will be responsible for developing presentation materials (i.e., PowerPoints and fact sheets) for meetings to help facilitate communications with local jurisdiction owners and operator committees that have interest and/or interest in capital improvement projects related to bus stop improvements.

The Contractor will help in developing a survey questionnaire that will be input into VCTC's Survey Monkey tool. VCTC will be responsible for inputting the questions and managing the Survey Monkey tool. However, the Contractor will analyze the survey responses and develop an analysis based on findings from stakeholder feedback. VCTC welcomes innovative approaches such as a website that allows the community to identify their frequently used bus stop(s) and make comments about improvements they would like to see implemented.

The Contractor shall ensure that outreach activities are accessible to Spanish-speaking audits, including outreach materials and events. This shall consist of utilizing language translation tools and software to assist in translating project documents, reports, and materials into an accessible format. Ensuring that all communication materials are accessible to individuals with disabilities, including those with different language requirements is critical to ensure inclusivity with underrepresented language groups and addressing their needs.

**Deliverables:** Stakeholder Outreach Plan and Stakeholder Outreach Feedback Summary Matrix.

### **5 | Transit Stops and Stations Needs Assessment**

The Contractor shall develop a Needs Assessment that summarizes the needs identified in Tasks 2 and 3 based on the conditions of existing transit infrastructure and the data collected through the inventory and stakeholder feedback. Cost estimates shall be developed for transit stop and station needs and shall be assigned by municipality and/or transit operator's service area. The Contractor shall consider costs related to physical modifications, signage, amenities, technology enhancements, and ongoing maintenance.

The Contractor shall also develop a project priority list based on qualitative and quantitative criteria including factors such as ridership, safety, accessibility, equity considerations (e.g.,

AB1550 and SB535 Low-income and Disadvantaged Communities), surrounding land uses, population within walking distance, stop/station ridership, and proximity to essential services (e.g., government, schools, healthcare, grocery stores, etc.). VCTC will also solicit feedback from various jurisdictions as part of this task to identify and validate existing needs for infrastructure improvements.

**Deliverables:** Transit Stop/Station Needs Assessment and Project Cost Estimates.

## **6 | Transit Stop/Station Infrastructure Improvements Plan**

As part of this project, the Contractor shall develop a funding plan for projects that have been determined to have the highest needs based on Task 5's Needs Assessment. The Contractor shall ensure equitable and geographical distribution of funding projects within Ventura County based on the project priority list. The Funding Plan will include specific infrastructure components targeted for improvement and will include details pertaining to the nature and extent of the improvements (e.g., expansion, rehabilitation, modernization, accessibility upgrades, etc.). It is important to note that all funds and construction of projects will need to be expended and completed by **December 31, 2025**.

**Deliverables:** Project Funding Plan – Technical Memorandum.

## **7 | Construction Improvements**

The Contractor will be responsible for designing and constructing the enhancements and upgrades to bus stops/rail station infrastructure. The primary goal is to ensure that the construction improvements adhere to relevant regulations, delivers high-quality infrastructure, and meets the needs of the community, transit agencies, and other stakeholders.

The construction improvements shall enhance the functionality of each transit/station stop identified as part of the Needs Assessment and will address any operational inefficiencies or limitations. The improvements shall also ensure compliance with accessibility standards (e.g. ADA, local regulations, etc.) to accommodate individuals with disabilities and enhance inclusivity through design elements (i.e. ramps, elevators, and accessible pathways). Each improvement should result in upgraded structural elements, improved aesthetics, landscaping, enhanced accessibility features, increased energy efficiency and sustainability measures, and a safe and compliant asset.

### Task 7.1 – Project Management

The Contractor shall prepare plans in conformance with standards, policies, and procedures of respective jurisdictions where improvements will be implemented. Contractor shall be required to review selected projects in detail and determine requirements and procedures for design, ongoing review, and coordination. In consultation with VCTC staff, the Contractor will determine relevant issues to specific to selected projects, design standards, and funding limits.

### Task 7.2 – Utility Notifications

The Contractor shall contact all utility companies within the project limits and request current maps and as-built information. Contractor is required to send current preliminary notices to utility companies in accordance with each jurisdiction's procedures. Documentation of contacts and response shall be provided to VCTC. Contractor shall prepare utility notices and deliver them to VCTC for mailing under VCTC letterhead.

**Deliverables:** Spreadsheet log of notices and responses received.



### Task 7.3 - Records Research and Field Review

The Contractor shall obtain available as-built drawings, survey data, and utility contact information from the City. Field verification of existing conditions is the responsibility of the Contractor.

**Deliverables:** Report that documents potential conflicts between as-builts and existing conditions.

### Task 7.4 – Topographic Survey

Topographic survey may be necessary where sidewalk or curb and gutter needs to be reconstructed to meet ADA compliance and proper surface drainage.

**Deliverables:** Copy of all field surveys in AutoCAD.

### Task 7.5 – Cost Estimates

The Contractor shall prepare quantity calculations and a detailed engineering estimate in Microsoft Excel spreadsheet format. The estimate shall include the calculated cost by location and recommended improvements.

**Deliverables:** Cost estimates at 60%, 90% and 100% completion milestone; electronic files at every milestone in Excel format.

### Task 7.6 – Construction Plans & Specifications

The Contractor shall submit plans, specifications, and quantity estimates at levels of completion of approximately, 60%, 90% and 100%. VCTC and relevant local jurisdictional staff will provide review comments at all design stages. It is expected that 100% plans shall be complete and include comments and input from all stakeholders. One set of record drawings shall be produced after redline drawings are available upon construction completion. Plans shall conform to local jurisdictional standard plans and be prepared utilizing AutoCAD software. All plans shall be signed by a registered civil or traffic engineer, as appropriate.

The product plan set is expected to include, but not be limited to, the following:

- Title Sheet
- Typical Industry Sections
- General Notes
- Project Index Map

The Contractor shall provide VCTC with boilerplate specifications and general technical provisions based on industry standards. The Contractor shall be responsible for compiling the project specifications, signed by a Civil Engineer registered in the State of California, which are complete. Contractor shall use the latest edition of the Greenbook (Standard Specifications for Public Works Construction and subsequent amendments).

These plans shall include necessary concrete improvements such as the repair of broken and off-grade sidewalk, repair of broken and off-grade curb and gutter, construction of bus pads, tree root removal/clearing and grubbing of parkway area, repair of broken and off-grade driveway aprons that impede proper drainage or standard ADA compliance of sidewalk adjacent to bus stops, wheel chair ramp construction where needed. In addition, the plans and

specifications must include the recommended location and placement of new appropriate signage.

**Deliverables:** Two (2) full size copies of plan submittals at 60%, 90%, and 100% completion; one-full-size set of record drawing mylars upon construction completion; electronic files at every milestone, one memory stick containing final signed plans (PDF and AutoCAD format), specifications and estimates; project specifications at 90% and 100% completion milestones. Task 7.7 – Construction Improvements

The following subtask components are required for each selected project utilizing the deliverables from previous tasks under Task 7:

1. Site Preparation: Contractor shall clear the designated bus stop areas of any debris, vegetation, or structures hindering construction pending review/approval by governing jurisdiction. The Contractor shall ensure any underground utilities have been identified and are properly marked.
2. Demolition and Removal: The Contractor shall demolish and remove any existing structures, shelters, or amenities slated for replacement and dispose of debris per local, state, and/or federal environmental regulations.
3. Foundation and Infrastructure: The Contractor shall excavate and prepare foundations for new shelters and amenities and install necessary underground utilities, such as electrical wiring and drainage systems.
4. Shelter Construction: The Contractor shall assemble and construct new bus shelter according to the approved design in consultation with VCTC staff and the respective local jurisdiction. The Contractor shall also ensure that shelters are structurally sound, weather-resistant, and follow local building and California Building Codes.
5. Seating Installation: The Contractor shall install new seating arrangements within the shelters and surrounding areas and ensure that seating is durable and meets accessibility standards.
6. Signage and Information Display: The Contractor shall mount, and secure clear, visible signage displaying route information, schedules, and safety instructions and install information display boards or digital signage for real-time updates.
7. Accessibility Features: The Contractor shall construct and install ramps or other accessibility features to facilitate easy access for individuals with disabilities. The Contractor shall also implement tactile paving for the visually impaired where applicable.
8. Lighting Installation: The Contractor shall install adequate lighting fixtures to enhance safety during evening hours and ensure proper wiring and energy-efficient lighting options are used.
9. Landscaping and Surrounding Area Enhancement: the Contractor shall implement landscaping around the bus or train station area for aesthetic appeal and utilize low-maintenance, native plants to promote sustainability.
10. Waste Management: The Contractor shall install waste bins in strategic locations and coordinate with the local jurisdiction to ensure that there is a waste management plan to

ensure cleanliness and regular waste disposal. The governing local jurisdiction shall be responsible for the development and update of this plan.

11. Quality Control: The Contractor shall develop and implement a thorough quality control process to ensure all construction work meets specified standards and shall conduct regular inspections to address any construction issues promptly.
12. Timeline and Progress Monitoring: The Contractor shall develop a construction timeline outlining key milestones and deadlines and provide regular progress updates to VCTC's Project Manager to ensure that each project stays on schedule and within budget.
13. Safety Measures: The Contractor shall implement and adhere to applicable safety protocols to protect both construction works and the public through the construction phase.

**Deliverables:** Constructed bus stops/rail station infrastructure improvements.

The project shall be considered complete upon the successful construction of all designated elements, final inspections, and approval from relevant authorities. All material/infrastructure acquisition, installation, and/or construction shall be completed by **December 31, 2025**.

## **8 | Final Plan Report + Presentation**

The Contractor shall prepare a comprehensive report documenting the methodology, findings, and recommendations for improving transit stop/station accessibility. The Contractor shall ensure that the report and presentation are accessible and inclusive for individuals with disabilities. The Contractor shall assume one (1) presentation to VCTC's Board of Commissioners and one (1) presentation to the following VCTC Committees:

1. Citizens Transportation Advisory Committee/Social Services Transportation Advisory Committee (CTAC/SSTAC)
2. Transit Operators Advisory Committee (TRANSCOM)
3. Transportation Technical Advisory Committee (TTAC)
4. Heritage Valley Technical Advisory Committee (HVTAC)

VCTC will assist the Contractor in the preparation of Board agenda items (e.g., staff report and presentation). The presentations shall summarize the key findings and recommendations for dissemination to stakeholders and key decision-makers.

**Deliverables:** Draft Plan Report, Final Plan Report and Draft and Final Plan Presentation.

## **10. Solicitation Terms & Conditions**

10.1 VCTC reserves the right to alter, amend, or modify any provisions of this solicitation, including modification of the deadlines and schedule and/or the scope of work, or to withdraw this solicitation, in whole or in part, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of VCTC to do so.

10.2 VCTC reserves the right to request clarification of any proposal term from Proposers.

10.3 VCTC may contact the references provided; contact any Proposer to clarify any response; contact any current users of a Proposer's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process.

10.4 The type of documentation required from the Proposer to satisfy VCTC will be commensurate with the size and complexity of the contract and Proposers should submit accordingly. If the information submitted by the Proposer, or available from other sources, is insufficient to satisfy VCTC as to the Proposer's qualifications, experience and/or contractual responsibility, VCTC may request additional information from the Proposer or may deem the proposal non-responsive.

10.5 VCTC reserves the right to waive informalities and minor irregularities in proposals received and/or the RFP process.

10.6 VCTC reserves the right to reject any or all proposals received prior to contract award; to negotiate with any, all, or none of the Proposers; and to award a contract to one or more Proposers. If agreement cannot be reached with the highest-ranked firm, VCTC may terminate negotiations with that firm and commence negotiations with the next most qualified firm, in VCTC's sole determination. If VCTC is unable to negotiate a satisfactory agreement with the top-ranked Proposer, with terms and conditions VCTC determines, in its sole judgment, to be fair and reasonable, then VCTC may commence negotiations with the next most qualified Proposer in sequence, until an agreement is reached. If necessary, VCTC may repeat this process until a final contract has been negotiated or VCTC may make a determination to reject all submittals and not enter into an agreement with any Proposer.

10.7 VCTC's determination of the Proposer's responsibility, for the purposes of this solicitation, shall be final.

10.8 VCTC reserves the right to remedy technical errors in the RFP process.

10.9 VCTC reserves the right to approve or disapprove the use of any particular Subcontractors.

10.10 Unless otherwise specified, VCTC reserves the right to award contracts to multiple contractors.

10.11 VCTC shall not be obligated to accept the lowest priced proposal but will make an award based on the best interests of the Commission after all factors have been evaluated.

10.12 Any irregularities or lack of clarity in the solicitation should be brought to the VCTC Staff designee's attention as soon as possible so that corrective addenda may be furnished to Proposers if deemed necessary by VCTC.

10.13 Any final contract will include VCTC's standard insurance and indemnification requirements, substantially in the form outlined in this RFP, specifically Sections 15, and 16 below, and as outlined in the SAMPLE AGREEMENT in Appendix II. Proposals must include any exception to VCTC's standard insurance and/or indemnification requirements and shall include any and all of Proposer's proposed terms and conditions, including the Proposer's standard contract language. The omission of these documents may render a proposal non-responsive.

10.14 Alterations, modifications or variations to a proposal may not be considered unless authorized by the solicitation or by addendum or amendment.

10.15 Proposals which appear unrealistic in terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of the Agreement, may be rejected.

10.16 Proposals may be withdrawn by written notice received prior to the proposal opening time.

10.17 The price and amount of this proposal must have been arrived at independently and without consultation, communication, agreement, or disclosure with or to any other CONTRACTOR or prospective Contractor.

10.18 No attempt may be made at any time to induce any firm or person to refrain from submitting a proposal or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.

10.19 Prices offered by Proposers in their proposals are an irrevocable offer for the term of the contract and any contract extensions. The awarded Contractor agrees to provide the purchased services at the costs, rates and fees as set forth in their proposal in response to this RFP. No other costs, rates or fees shall be payable to the awarded Contractor for implementation of their proposal.

10.20 VCTC is not liable for any costs incurred by Proposers prior to entering into a formal contract. Costs of developing the proposals or any other such expenses incurred by the Proposer in responding to the RFP, are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by VCTC.

10.21 Proposal will become a public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law. Each Proposer may clearly label applicable parts of a proposal as "CONFIDENTIAL" and shall subsequently describe the exemption that applies for withholding applicable parts of a proposal. By submitting a proposal, Proposer thereby agrees to indemnify, defend, and hold harmless VCTC for any costs and/or liability associated with withholding such information marked confidential and/or otherwise honoring such a designation by Proposer. The failure to label information as confidential prior to submission of a Proposal shall constitute a complete waiver of any and all claims for damages caused by any release of the information by VCTC.

10.22 A proposal submitted in response to this solicitation must identify any subcontractors and outline the contractual relationship between the Proposer and each subcontractor. An official of each proposed subcontractor must sign and include as part of the proposal submitted in response to this solicitation, a statement to the effect that the subcontractor has read and will agree to abide by the Proposer's obligations. VCTC may approve or disapprove the use of particular subcontractors.

10.23 If the Contractor elects to use subcontractors, VCTC requires that the awarded Contractor provide proof of payment of any subcontractors used for this project. Proposals shall include a plan by which VCTC will be notified of such payments.

10.24 This project includes disadvantaged business enterprise (DBE) requirements. Proposer must take the following steps to ensure the use of small and minority businesses, women's business enterprises, and labor surplus area firms when possible, pursuant to 2 C.F.R. Section 200.321. Proposer shall take the following steps, and shall require all subcontractors to take the following steps:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

10.25 If the Contractor elects to use subcontractors, Contractor shall ensure compliance related to the use of small and minority businesses, women's business enterprises, and labor surplus area firms, when possible, in accordance with applicable federal law and requirements. DBEs and other small businesses are strongly encouraged to participate in the performance of contracts

financed in whole or in part with federal funds. Proposer should ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer shall not discriminate on the basis of race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, or disability or AIDS/HIV status in the award and performance of subcontracts. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs. Proposer also represents that it and its subsidiaries do not and will not discriminate against any employee or applicant for employment on the basis of the foregoing.

10.26 Each Proposer must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this solicitation. Any such relationship that might be perceived or represented as a conflict should be disclosed. VCTC reserves the right to disqualify any Proposer on the grounds of actual or apparent conflict of interest.

10.27 Each Proposer must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, suspensions, debarments, any civil or criminal litigation or investigation pending which involves the Proposer or in which the Proposer has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. VCTC reserves the right to reject any proposal based upon the Proposer's prior history with VCTC or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.

10.28 VCTC reserves the right to negotiate final contract terms with any Proposers selected. The contract between the parties will consist of the solicitation together with any modifications thereto, and the awarded Contractor's proposal, together with any modifications and clarifications thereto that are submitted at the request of VCTC during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the solicitation, any modifications and clarifications to the awarded Contractor's proposal, and the awarded Contractor's proposal. Specific exceptions to this general rule may be noted in the final executed contract.

10.29 VCTC will not be responsible for or bound by any oral communication or any other information or contact that occurs outside the official communication process specified herein, unless confirmed in writing by the VCTC Contact.

10.30 Any contract resulting from this solicitation shall not be effective unless and until approved by the Commission or Executive Director, as applicable.

10.31 VCTC will not be liable for Federal, State, or Local excise taxes.

10.32 Submission of a proposal for this solicitation shall constitute an agreement to all terms and conditions specified in the solicitation, except such terms and conditions that the Proposer expressly excludes.

10.33 Proposer understands and acknowledges that the representations in the proposal are material and important and will be relied on by VCTC in evaluation of the proposal. Any Proposer misrepresentation shall be treated as fraudulent concealment from VCTC of the true facts relating to the proposal.

10.34 Proposals shall be kept confidential until a contract is awarded in accordance with applicable law, including the CPRA.

10.35 No announcement concerning the award of a contract as a result of this solicitation may be made without the prior written approval of VCTC.

10.36 By submitting a proposal, Proposer represents and warrants that it has thoroughly examined and is familiar with work required under this RFP, that Proposer has conducted such additional investigation as it deems necessary and convenient, that Proposer is capable of providing the services requested by VCTC in a manner that meets the stated objectives and specifications as outlined in this RFP, and that Proposer has reviewed and inspected all materials submitted in response to this RFP. Once the CONTRACTOR has been selected, a failure to have read the conditions, instructions, and specifications herein shall not be cause to alter the contract or for CONTRACTOR to requested additional compensation.

10.37 This project may be funded by state and/or federal funds. Thus, by submitting a proposal you agree to comply and assist VCTC in complying with all federal/state requirements associated with the expenditure or acquisition of state and/or federal funds.

## **11. RIGHTS TO PERTINENT MATERIALS**

All responses, inquiries, and correspondence related to this solicitation and all reports, charts, displays, schedules, exhibits, and other documentation produced by the CONTRACTOR that are submitted as part of the submittal will become the property of VCTC when received by VCTC and may be considered public information under applicable law. Any proprietary information in the submittal must be identified as such and marked "CONFIDENTIAL INFORMATION" or "PROPRIETARY INFORMATION". VCTC will not disclose proprietary information to the public, unless required by law; however, VCTC cannot guarantee that such information will be held confidential.

As a California government entity, VCTC is subject to the California Public Records Act (CPRA) and other public transparency laws and, as such, cannot guarantee the confidentiality of information marked confidential or proprietary. VCTC will respond to requests for disclosure of records related to this solicitation in accord with applicable law on disclosure requirements and exemptions to disclosure.

## **12. INDEMNIFICATION**

12.1 For purposes of the following indemnification provisions ("Indemnification Agreement"), "design professional" has the same meaning as set forth in California Civil Code section 2782.8. If any term, provision or application of this Indemnification Agreement is found to be invalid, in violation of public policy or unenforceable to any extent, such finding shall not invalidate any other term or provision of this Indemnification Agreement and the provisions of California Civil Code Sections 2782 or 2782.8, the broadest indemnity protection for VCTC under this Indemnification Agreement that is permitted by law shall be provided by CONTRACTOR.

12.2 Indemnification for Design Professional Services Claims: To the fullest extent permitted by law, Contractor shall indemnify, defend (with counsel acceptable to VCTC) and hold harmless VCTC, its governing board, directors, officers, employees, and agents against any claims that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor, its employees, subcontractors, and agents in the performance of any design professional services under the Agreement, excepting only liability arising from the sole negligence, active negligence or willful misconduct of VCTC, or defect in a design furnished by VCTC, but in no event shall the amount of such contractor's liability exceed such Contractor's proportionate percentage of fault as determined by a court, arbitrator or mediator, or as set out in a settlement agreement. In the event one (1) or more defendants to any action involving such claim or claims against VCTC is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such CONTRACTOR shall meet and confer with the other parties to such action regarding unpaid defense costs.

12.3 To the fullest extent permitted by law, Contractor shall indemnify, defend, protect and hold harmless VCTC, its Boards, Commissions, and their officials, employees and agents, and those of VCTC's partner agencies ("Indemnified Parties"), from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, including attorneys' fees, court costs, expert and witness fees, and other costs and fees of litigation, arising or alleged to have arisen, in whole or in part, out of or in connection with (1) Contractor's breach or failure to comply with any of its obligations contained in the AGREEMENT, including any obligations arising from the Contractor's compliance with or failure to comply with applicable laws, including all applicable federal and state labor requirements including, without limitation, the requirements of California Labor Code section 1770 et seq., and/ or (2) negligent, reckless, or willful acts, errors, omissions or misrepresentations committed by Contractor, its officers, employees, agents, subcontractors, or anyone under Contractor's control, in the performance of work or services under the Agreement (collectively "Claims" or individually "Claim").

12.4 In addition to Contractor's duty to indemnify, Contractor shall have a separate and wholly independent duty to defend Indemnified Parties at Contractor's expense by legal counsel approved by VCTC, from and against all Claims, and shall continue this defense until the Claims are resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of Contractor shall be required for the duty to defend to arise. VCTC shall notify Contractor of any Claim, shall tender the defense of the Claim to Contractor, and shall assist Contractor, as may be reasonably requested, in the defense.

12.5 If Contractor elects to use subcontractors, Contractor agrees to require its subcontractors to indemnify Indemnified Parties and to provide insurance coverage to the same extent as Contractor. If the Contractor elects to use subcontractors, the Contractor shall not allow any subcontractor to commence work until all insurance required of subcontractor is obtained.

12.6 The provisions of this Section shall survive the expiration or termination of the Agreement.

### **13. INSURANCE REQUIREMENTS**

13.1 Before beginning any work under the Agreement, Contractor at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Contractor shall provide proof satisfactory to VCTC of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work to VCTC. Contractor shall maintain the insurance policies required by this section throughout the term of the Agreement. The cost of such insurance shall be included in the Contractor's Proposal. Contractor shall not allow any subcontractor to commence work on any subcontract until Contractor has obtained all insurance required herein for the subcontractor(s). Contractor shall maintain all required insurance listed herein for the duration of the Agreement.

13.1.1 Workers' Compensation. Contractor shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Contractor. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than \$1,000,000 per accident. In the alternative, Contractor may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance



complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of VCTC's Contract Administrator. The insurer, if insurance is provided, or the Contractor, if a program of self-insurance is provided, shall waive all rights of subrogation against VCTC and its officers, officials, employees, and volunteers for loss arising from work performed under the Agreement.

#### 13.1.2 Commercial General and Automobile Liability Insurance.

- a. Commercial General Liability (CGL). Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$3,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- b. Automobile Liability. Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor 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.
- c. Said policies shall include a Railroads CG 24 17 endorsement removing the exclusion of coverage, if applicable, for bodily injury or property damage arising out of operations within 50 feet of any railroad property and affecting any railroad bridge, trestle, tracks, roadbeds, tunnel, underpass or crossing.
- d. Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:
  - a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
  - b. Any failure of contractor to comply with reporting provisions of the policy shall not affect coverage provided to VCTC and its officers, employees, agents, and volunteers.

#### 13.1.3 Professional Liability Insurance

- a. General requirements. Contractor, at its own cost and expense, shall maintain for the period covered by the Agreement professional liability insurance for licensed professionals performing work pursuant to the Agreement in an amount not less than \$2,000,000 per claim or per occurrence covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed one hundred fifty thousand dollars (\$150,000) per claim. Said policy shall include a Railroads CG 24 17 endorsement removing the exclusion of coverage, if applicable, for bodily injury or property damage arising out of operations within 50 feet of any railroad property and affecting any railroad bridge, trestle, tracks, roadbeds, tunnel, underpass or crossing.
- b. Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:
- c. The retroactive date of the policy must be shown and must be before the date of the Agreement.

- d. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- e. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of the Agreement, CONTRACTOR shall purchase an extended period coverage for a minimum of five (5) years after completion of work under the Agreement or the work. VCTC shall have the right to exercise, at the Contractor's sole cost and expense, any extended reporting provisions of the policy, if the Contractor cancels or does not renew the coverage.
- f. A copy of the claim reporting requirements must be submitted to VCTC for review prior to the commencement of any work under the Agreement.

#### 13.1.4 Cyber Risk and Privacy Insurance

Contractor and any subcontractor handling Personally Identifiable Information (as defined herein) under this Agreement shall maintain cyber risk coverages including network and internet security liability coverage, privacy liability coverage, first party privacy coverage, and media coverage. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information or information that can be linked to a specific individual, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other similar information (collectively, "Personally Identifiable Information"), stored or transmitted in electronic form. If such policy is written on a claims-made (rather than an occurrence) basis, CONTRACTOR and such subcontractor shall maintain continuous coverage in effect for the term of this Agreement and for at least one (1) year beyond the termination or completion of services.

#### 13.1.5 All Policies Requirements

- a. Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.
- b. Verification of coverage. Prior to beginning any work under the Agreement, Contractor shall furnish VCTC with complete copies of all policies delivered to Contractor by the insurer, including complete copies of all endorsements attached to those policies. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If VCTC does not receive the required insurance documents prior to the CONTRACTOR beginning work, this shall not waive the Contractor's obligation to provide them. VCTC reserves the right to require complete copies of all required insurance policies at any time.
- c. Notice of Cancellation of Coverage. A certified endorsement shall be attached to all Commercial General Liability and Automobile Liability insurance obtained pursuant to the Agreement stating that coverage shall not be suspended, voided, canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to Contractor. In the event that any coverage

required by this section is cancelled, Contractor shall provide written notice to VCTC at Contractor's earliest possible opportunity and in no case later than ten (10) working days after Contractor is notified of the change in coverage.

- d. Additional insured; primary insurance. VCTC and its officers, employees, agents, and volunteers, and those of VCTC's partner agencies, Sierra Northern Railway and its officers, employees, agents, and volunteers, shall be covered on the General Liability and Automobile Liability policies as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Contractor, including VCTC's general supervision of Contractor; products and completed operations of Contractor, as applicable; premises owned, occupied, or used by Contractor; and automobiles owned, leased, or used by the Contractor in the course of providing services pursuant to the Agreement. The coverage shall contain no special limitations on the scope of protection afforded to VCTC or its officers, employees, agents, or volunteers.

13.1.6 A certified endorsement must be attached to all policies stating that coverage is primary insurance with respect to VCTC and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by VCTC shall be called upon to contribute to a loss under the coverage.

13.1.7 Deductibles and Self-Insured Retentions. Contractor shall disclose to and obtain the approval of VCTC for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of the Agreement. Further, if the Contractor's insurance policy 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 the agreement so as to not prevent any of the parties to the 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.

13.1.8 During the period covered by the Agreement, only upon the prior express written authorization of Contract Administrator, Contractor may increase such deductibles or self-insured retentions with respect to VCTC, its officers, employees, agents, and volunteers. The 13.1.9 Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Contractor procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

13.1.10 Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for Subcontractors shall be subject to all requirements stated herein.

13.1.11 Variation. VCTC may approve a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that VCTC's interests are otherwise fully protected.

13.1.12 Remedies. In addition to any other remedies VCTC may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, VCTC may, at its sole option exercise any of the following remedies, which are alternatives to other remedies VCTC may have and are not the exclusive remedy for Contractor's breach:

Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;

Order Contractor to stop work under the Agreement or withhold any payment that becomes due to Contractor hereunder, or both stop work and withhold any payment, until Contractor demonstrates compliance with the requirements hereof; and/or terminate the Agreement.

## **ATTACHMENT A – DRAFT CONTRACT**

(Template Agreement will be posted on December 8, 2023)

**ATTACHMENT B – COST PROPOSAL FORM**

**ATTACHMENT C – REQUIRED FORMS**