## VENTURA COUNTY TRANSPORTATION COMMISSION SANTA PAULA BRANCH LINE RAILROAD

#### IFB NO. SPBL-2025-01

#### SESPE CREEK OVERFLOW RAILROAD BRIDGE REPAIR

#### **SUMMARY**

Solicitation Title: SESPE CREEK OVERFLOW RAILROAD BRIDGE REPAIR

Solicitation Number: SPBL-2025-01

The Ventura County Transportation Commission (Commission) is requesting bids for the Sespe Creek Overflow Railroad Bridge Repair Project.

See below synopsis of critical information. For more detailed information, refer to the document.

IFB Release Date	April 4, 2025
Contract Term	365 Calendar Days from NTP
Authorized Contact Person	Amanda Fagan Director of Planning & Sustainability afagan@goventura.org Tel: (805)642-1591 ext. 103  Mailing Address:
	Ventura County Transportation Commission 751 E. Daily Dr., Ste 420 Camarillo, CA 93010
Pre-Bid Conference & Job Walk	A pre-bid conference will be held on April 16, 2025, at 10:00 a.m. (PST) at Fillmore City Hall, 250 Central Ave, Fillmore, CA 93015, in the City Council Chambers. All bidders interested are invited to attend the pre-bid conference.  A job walk will take place following the pre-bid conference on April 16, 2025 at 1:00 p.m. PST. Location details are as follows: Meet in the Parking Lot of Sheill's Park at the intersection of Old Telegraph Rd and C St. Address: 649 C St, Fillmore, CA 93015.
Deadline for Questions & Requests for Clarifications or Approved Equals	Wednesday, April 30, 2025 no later than 4:00 p.m. PST
Bid Due Date and Time	Friday, May 16, 2025 no later than 3:00 p.m. PST
Funding	☑ Federal ☑ State ☑ Local
TARGET FIRM Goal	See Section IB-10 Target Firms
Applicable Prevailing Wage Determinations	California Prevailing Wage Determination 2025-1
Bid Opening	Monday, May 19, 2025 at 11:00 a.m. PST Location: Ventura County Transportation Commission, 751 E. Daily Dr. Suite 420, Camarillo, CA 93010.

# VENTURA COUNTY TRANSPORTATION COMMISSION SESPE CREEK OVERFLOW RAILROAD BRIDGE REPAIR SANTA PAULA BRANCH LINE RAILROAD

**INSTRUCTIONS TO BIDDERS** 

### VENTURA COUNTY TRANSPORTATION COMMISSION SANTA PAULA BRANCH LINE RAILROAD

#### IFB NO. SPBL-2025-01

#### SESPE CREEK OVERFLOW RAILROAD BRIDGE REPAIR

#### **INSTRUCTIONS TO BIDDERS**

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## VENTURA COUNTY TRANSPORTATION COMMISSION SANTA PAULA BRANCH LINE RAILROAD

IFB NO. SPBL-2025-01

#### SESPE CREEK OVERFLOW RAILROAD BRIDGE REPAIR

#### IB-1 INSTRUCTIONS TO BIDDERS

The Ventura County Transportation Commission (VCTC), hereinafter referred to as VCTC or "Commission," establishes transportation policies and priorities to ensure an equitable allocation of federal, state, and local funds for highway, transit, rail, bicycle, and other transportation projects. VCTC serves as the Regional Transportation Planning Agency and other transportation-related roles for Ventura County and works with a variety of partners to achieve its vision to Keep Ventura County Moving. VCTC owns the 32-mile Santa Paula Branch Line railroad and associated right-of-way, which extends from East Ventura / Montalvo Metrolink station through the Cities of Santa Paula and Fillmore to the unincorporated Piru community.

At this time, the Commission is soliciting Bids for the Sespe Creek Overflow Railroad Bridge Repair project. Bids shall be prepared and submitted in accordance with these Instructions to Bidders.

The Commission is committed to fulfilling the spirit and intent of the applicable federal funding and procurement requirements by ensuring the use of small and minority businesses, women's business enterprises, and labor surplus area firms when possible. The goal is to ensure that small and minority businesses, women's business enterprises and labor surplus area firms can fairly compete for contracts and subcontracts financed in whole, or in part, with federal funds. Section IB-10 includes additional information regarding Target Firm requirements.

#### **IB-2 SUMMARY OF SCOPE**

The Commission proposes to repair the Sespe Creek Overflow Railroad Bridge, located at approximately Mile Post 423.44 on the Santa Paula Branch Line (SPBL), which was damaged during a series of atmospheric river storms during January 2023. The railroad bridge and western creek embankment experienced additional damage during a series of subsequent storms during February 2024. The Sespe Creek Overflow Railroad Bridge (Figure 1) is located on the SPBL at approximately Mile Post 423.44, just upstream of Old Telegraph Road, west of the City of Fillmore, California. The bridge was constructed in 1969 and has a total length of 450 feet, vertical clearance of 14 feet, and 15 spans of 29 feet-10 inches each. On the early morning of January 10, 2023, heavy rain, stream flow, and debris accumulated during a series of storms and washed out three spans, or approximately 90 feet, of the bridge. Three spans and an abutment on the western end of the bridge were destroyed and require reconstruction to restore predisaster design, capacity, and function to restore rail service. An atmospheric river storm in early February 2024 caused an additional approximately 50 feet of earth and rock to erode behind the west abutment, leaving the railroad track structure further unsupported. In September – October 2024, emergency repairs were made to stabilize the embankment and remove suspended railroad tracks and ties. Permanent bridge repair is necessary to reconnect the Fillmore-Piru segment with the remainder of the Santa Paula Branch Line and restore the connection to the mainline at Montalvo/East Ventura.

VCTC acquired the SPBL in 1995 for use as a multimodal corridor, including freight rail, bicycle and hiking trail, pipelines and utilities, recreational parks, and to preserve the corridor for possible future commuter rail service. The SPBL runs for 32 miles from Mile Post (MP) 403 to MP 435, with 29 active track miles extending through MP 432. The SPBL extends from the East Ventura / Montalvo Metrolink train station, through the Cities of Ventura, Santa Paula, and Fillmore, to the unincorporated community of Piru. The SPBL connects with the Union Pacific main line at East Ventura / Montalvo.

Under a Railroad Lease and Operations Agreement between VCTC and <u>Sierra Northern Railway</u> (SNR), SNR operates and maintains the railroad and the right-of-way and holds exclusive rights to operate the SPBL for Railroad Purposes, including tourist and freight services, film and television production, and storage and transload services. The SPBL is an active short line railroad with freight, tourist and excursion, film and television, and research and development rail operations and rail car storage.

The Sespe Creek Overflow Railroad Bridge Repair project (Project) would repair the damaged section of the Sespe Creek Overflow railroad bridge and repair erosion beneath the track structure west of the new abutment in alignment with final designs, plans, and specifications.

#### **IB-3 BIDDER REPRESENTATIONS**

By submitting a Bid, Bidder represents that it:

- A. Has thoroughly examined and become familiar with the material and site conditions, required under this IFB.
- B. Is capable of performing work in accordance with Technical Specifications, found in Attachment A Scope of Work, for the amount specified in the Bid and has familiarized itself with the terms and conditions in Attachment C Sample Contract.
- C. Maintains all required licensure and/or certifications necessary to complete the Scope of Work.
- D. Acknowledges that its Bid is valid for 180 days and the Bid cannot be withdrawn within that time.
- E. Will be bound by all requirements set forth in this IFB.

#### IB-4 PRE-BID CONFERENCE, JOB WALK

A Pre-Bid Conference will be held at 10:00 AM PST, on April 16, 2025. Attendance is not required but highly recommended. All contractors interested are invited to join the Pre-Bid Conference to be held at the City of Fillmore, City Hall, 250 Central Ave, Fillmore CA 93015.

Register in advance for this meeting:

#### INSERT TEAMS REGISTRATION LINK

After registering, you will receive a confirmation email containing information about joining the meeting.

An on-site, in-person Job Walk will be held at 1:00 PM PST, on April 16, 2025. Attendance is not required but highly recommended. All contractors interested are invited to join the Job Walk – please see information below:

Meet in the Parking Lot of Sheill's Park at the intersection of Old Telegraph Rd and C St in Fillmore, CA.

Address: 649 C St, Fillmore, CA 93015

No one will be allowed to enter the Santa Paula Branch Line railroad right-ofway (ROW) without proper escort from VCTC and railroad operator, Sierra Northern Railway. All attendees are required to wear PPE (hard hat, safety glasses, high visibility safety vest, and protective toe boots). Please limit the number of vehicles within your group as parking and access may be limited. Cameras are allowed.

#### IB-5 REQUESTS FOR CLARIFICATION OR APPROVED EQUALS

All requests for approved equal, clarifications, changes, exceptions or deviations to Attachment A, Scope of Work, or terms and conditions set forth in this IFB or the sample contract included in the IFB package must be submitted to <a href="mailto:spbl@goventura.org">spbl@goventura.org</a> and received by no later than 4:00 PM PST on Friday, April 30, 2025.

- A. All requests for approved equal, clarification, changes, exceptions, or deviations whether to the Scope of Work or the Contract terms and conditions must be submitted in writing by email to <a href="mailto:spbl@goventura.org">spbl@goventura.org</a>.
- B. Attachments, including drawings or schematics, may be submitted as Portable Document Format (pdf) files.
- C. As applicable, requests must be fully supported with all the technical data, test results, or other pertinent information required as evidence that the substitute offered as approved equal is equal to or better than that required by the scope of work, to support other changes requested, or to explain clarifications requested.
- D. Questions submitted with inadequate data, information, etc., will be denied.

The Commission will respond to all requests by issuing an electronic answer via the VCTC Contracts page at <a href="https://www.goventura.org/work-with-vctc/contracts">https://www.goventura.org/work-with-vctc/contracts</a>, which will be sent to all firms who have received the IFB.

The Commission will not accept any Request for Approved Equal/Clarification after the time and date specified above.

Unless specifically requested or allowed by the IFB, the Commission will not consider alternate Bids.

#### **IB-6 ADDENDA**

VCTC reserves the right to revise or amend the IFB documents prior to the Bid opening. Any such revisions will be made by electronic addenda to this IFB. Copies of such addenda will be furnished, to all those who have previously requested the IFB. VCTC will not be bound by any modifications to or deviations from the requirements set forth in the IFB as a result of oral instruction or that are signed by anyone other than the staff person identified herein who is responsible for the solicitation.

Addenda to IFB documents, if required, will be posted online at <a href="https://www.goventura.org/work-with-vctc/contracts">https://www.goventura.org/work-with-vctc/contracts</a>. Bidders must acknowledge receipt of all addenda to the IFB in their Bid. Failure to acknowledge receipt of all addenda may render the Bid non-responsive.

If an addendum requires changes to the scope of work, terms and conditions or in the bid form entitled Schedule of Values, the date set for opening Bids may be postponed by such number of days as VCTC considers appropriate for Bidders to revise their Bids. The announcement of such new date, if any, will be included in the addenda.

#### **IB-7 PREPARATION OF BIDS**

Bids shall be prepared using the Bid Forms in Attachment A provided with the IFB documents and submitted in accordance with bid submittal instructions provided herein. Bidders are to complete all Bid Forms in

Attachment A. Failure to do so may render the offers incomplete and non-responsive and may cause their rejection.

The Bid prepared by the Bidder shall be complete in itself and shall be submitted in accordance with the instructions herein. Bids will not be accepted after the specified date and time; late Bids will be considered non-responsive. The entire Bid package must be fully submitted before the specified due date and time. At precisely the time of the Bid due date and time, VCTC will stop accepting and processing Bids submissions. Therefore, any Bid package not fully submitted will not be accepted by VCTC.

A complete Bid package includes the following:

#### A. Bid Letter

Completed and signed Bid Letter.

#### B. Price File

Bidders must use the Price File template provided as an attachment to the IFB package. All required fields in the Price File are highlighted in yellow. Fields that are not highlighted cannot, and should not, be edited.

Below are the general instructions for using the Price File:

- 1. Open the Price File.
- 2. On the Bid List tab, enter Bidder's name in Cell E4.
- 3. Complete Column E, Unit price. The milestone payments will automatically calculate in Column F, and the total cost is automatically calculated cell F69. This total will autopopulate the Total Bid Price in the tab labeled SchedSummary.
- 4. On the SchedSummary tab, Bidder must input total bid price in words, which must match the Total Bid Price autopooulated in cell D9.
- 5. The Bidder must submit a Bid in strict conformity with the requirements of the IFB documents and Price File. The Bidder must submit the Price File in Excel (.xlsx or .xls) format, using the template provided, and according to the Instructions to Bidders.

In the event of an error or discrepancy, it is agreed that the Commission's recalculation of the milestone payments based on the inputted Scope of Work Total Price will prevail over any other calculation.

#### C. Responsible Bidder's Questionnaire

Respond either "Yes" or "No" to each of the statements included on this form. A "Yes" response requires a full explanation be provided on the last page of the form. If necessary, Bidder may attach additional documentation. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

#### D. General Certifications

Respond either "Yes" or "No" to each of the statements included on this form. A "Yes" response requires a full explanation be provided on the last page of the form. If necessary, Bidder may attach additional documentation. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

#### E. Campaign Contribution Certification

Respond either "Yes" or "No" to each of the statements included on this form.

#### F. Hiring and Lobbyist Restrictions Certifications

A Lobbyist is defined as any individual who receives any economic consideration, other than reimbursement for reasonable travel expenses for lobbying, including consultants and others or employees of any business entity seeking to enter into a contract with the Commission.

Respond either "Yes" or "No" to each of the statements included on this form.

#### G. Certification Regarding Lobbying by Contractor

In accordance with Section 1352, Title 31, U.S. Code, the Bidder is required to certify that no Federally appropriated funds have been paid or will be paid by, or on behalf of the Bidder to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grants, the making of any Federal loan, the entering into of any cooperative agreements, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

#### H. Disclosure of Lobbying Activities

Follow the instructions provided on the second page of the form.

### I. <u>Certification of Bidder Regarding Debarment, Suspension, and Other Ineligibility and Other Responsibility Matters</u>

As required by 49 CFR Part 29 the Bidder shall complete and submit the certification regarding debarment, suspension, and other ineligibility matters. The Bidder shall certify that it, and its subcontractors and principles, is in compliance with the certificate of Bidder regarding debarment, suspension, and other ineligibility and voluntary exclusion. In doing so, the Bidder is acting in accordance with 49 CFR Part 29.

If it is later determined that the Bidder knowingly rendered an erroneous Certificate, the Commission may terminate the contract.

The Bidder shall provide immediate written notice to the Commission if at any time the Bidder learns that its Certificate was erroneous when submitted or has become erroneous by reason of changed circumstances.

The Bidder further agrees by submitting this Bid that it will include Certificates of Subcontractor Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion, signed by the Subcontractor(s), for all Subcontractors participating in its Bid.

#### J. Cargo Preference Certificate

In accordance with Executive Order 12549 the Bidder shall complete and submit the Cargo Preference Certificate.

#### K. List of Current Contracts/Projects

List all current relevant contracts/projects that demonstrate Bidder's ability to provide the specified Work. This list may be used as a reference check list for Bidders.

#### L. List of Completed Contracts/Projects

List completed relevant contracts/projects that demonstrate Bidder's ability to provide the specified Work (last three years). This list may also be used as a reference check list for Bidders.

#### M. <u>List of Proposed Subcontractors/Suppliers</u>

Participation by Subcontractors shall be documented on the Bid Form entitled, "List of Proposed Subcontractors and Suppliers." This form may be duplicated if needed for listing additional subcontractors or suppliers.

In compliance with the Public Contract Code, Sections 4100 et. seq. of the State of California and any amendments thereto, each Bidder shall complete and submit the "List of Proposed Subcontractors and Suppliers" at the time of Bid submission.

This form will be completed to include subcontractors at all tiers, (regardless of TARGET FIRM or non-TARGET FIRM status), that there are subcontracted to perform work, labor, or render service to Bidder in an amount excess of one-half of one percent (>0.5%) of the Bidder's Total Bid Price.

Bidder shall list only one Subcontractor for any one portion of the work. Each Subcontractor's complete description of work to be performed on the contract must be distinguishable from other Subcontractor's scope of work.

Bidder(s) must also identify all Suppliers they will be using to supply material for the project. If the Bidder does not include the following information in its Bid, the Bid will be found non-responsive.

- 1. Name of Subcontractor/Supplier
- 2. Business Address
- 3. Business Contact Person
- 4. Business Contact Phone number
- 5. Business Contact Email
- 6. Number of Years Firm has been in business
- 7. License Number of Subcontractors, Expiration Date and License Classification
- 8. Public Works Contractor Registration Number. Expiration Date
- 9. Proposed Subcontract Agreement Value
- 10. TARGET FIRM Credit Amount (if any)
- 11. Identify the capacity in which the Subcontractor/Supplier will be performing by checking the appropriate box (i.e., subcontractor, supplier, regular dealer, broker, manufacturer, or trucker).
- 12. Provide a clear and precise description of the portion (scope) of work that will be done by each Subcontractor
- 13. Is your firm certified as a DBE under 49 CFR 26?
- 14. CUCP DBE Certification Number
- 15. TARGET FIRM NAICS Codes
- 16. Is this firm a TARGET FIRM Supplier or Broker?
- 17. Is this firm a certified Small Business Enterprise?

If the Bidder fails to specify a Subcontractor or any portion of the work to be performed under the Contract, it shall be deemed to have agreed to perform such work itself. Subsequent subletting or subcontracting of any portion of the work in an amount in excess of one-half of one percent (.0.5%) of the Bidder's Total Bid Price, for which no subcontractor was designated in the original Bid, shall only be permitted in cases of public emergency or necessity and then only after obtaining VCTC approval. Where a specialty subcontractor is required, the Contractor shall include the subcontractor's license number and expiration date.

A person or entity, who under subcontract to the Bidder, specially fabricates and installs a portion of the work or improvement in an amount in excess of one-half of one percent of the Bidder's Total Bid Price is considered a subcontractor and must be listed by the Bidder.

If no Subcontractors and no Suppliers are to be used in the performance of the Contract, Bidder shall indicate, "No Subcontractors or Suppliers used" and return the form as part of its Bid submission.

#### N. Bidder's List

The Commission maintains a "Bidders List" of firms bidding, proposing or quoting on the Commission contracts, for use in the Commission's overall Target Firm goal-setting process.

Therefore, Bidder shall complete the "Bidders List" spreadsheet template and provide all required information for the prime Bidder and for all firms (Target Firmand non-Target Firm) that submitted a bid, proposal or quote to the prime Bidder, whether successful or unsuccessful in its attempt to obtain a subcontract.

#### O. Target Firm Participation Commitment Form

Bidders will be required to demonstrate responsiveness to the Target Firm contract goal by meeting or exceeding the Target Firm contract goal through submission of a completed "Target Firm Participation Commitment Form." If the Target Firm Goal is not met at the time of bid/proposal submittal Bidder must document GFE with its bid/proposal by demonstrating adequate good faith efforts undertaken towards meeting the Target Firm goal.

Bidders must submit a completed "Target Firm Participation Commitment Form" even if zero Target Firms are included in the final proposal.

Failure to submit a completed and signed "Disadvantaged Business Enterprise (Target Firm) Participation Commitment Form" will deem the bidder non-responsive.

All Target Firms included on the Target Firm Participation Commitment form must be Target Firm certified pursuant to the same standards as apply to use of Target Firms during the course of performance of the Agreement. See the Sample Contract for the applicable Target Firm certification and eligibility requirements.

#### P. Target Firm Good Faith Effort Form

The information provided herein will be used towards determining if a Good Faith Effort (GFE) was made by the Bidder. The Bidder must demonstrate that it took all necessary and reasonable steps to meet the Target Firm goal, even if not fully successful, including taking affirmative steps to consult and include target firms in its subcontracting opportunities. These affirmative steps include: (1) including target firms on your bidders' solicitation lists; (2) soliciting target firms whenever they were potential sources; (3) dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by target firms; (4) establishing delivery

schedules, where the requirement permits, which encourage participation by target firms; (5) using the services and assistance, as appropriate, of such organizations as the Small Business Administration (SBA) and the Minority Business Development Agency (MBDA) of the U.S. Department of Commerce.

#### Q. Letter of Intent and Affirmation Form

A Letter of Intent and Affirmation Form must be completed for each Target firm proposed as a subcontractor (as listed on the Target Firm Participation Commitment Form). The estimated subcontract value and scope of work description in the Letter of Intent and Affirmation Form must match what is included in the Target Firm Participation Commitment Form. The Letter of Intent and Affirmation Form(s) must be signed by a representative of both the Bidder and Target Firm. The Bidder must submit the Letter of Intent and Affirmation Form(s) as part of their bid package.

#### R. Bid Guarantee

A cashier's check made out to Ventura County Transportation Commission in an amount equal to 5% of the total amount of the bid must be included with the bid package. The bid guarantee must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying the bid as assurance that the bidder will, upon acceptance of the bid, execute any required contractual documents within the specified timeframe.

#### **IB-8 INSURANCE REQUIREMENTS**

Throughout the duration of this Contract, the selected Contractor must maintain the insurance coverages in accordance with the requirements of the Template Contract (Attachment C – Sample Contract, Article XXVI – INSURANCE), which will be full coverage insurance not subject to self-insurance provisions. A Contractor will not of its own initiative cause such insurance to be canceled or materially changed during the course of the Contract.

Within ten days after receiving Notice of Award, the awardee of the Contract must furnish to the Contract Administrator, a certificate and any endorsement(s) showing the required insurance coverages for Contractor per the provisions of the Template Contract (see Attachment C – Sample Contract, Article XXVI - INSURANCE).

#### IB-9 PERFORMANCE BOND AND PAYMENT BOND REQUIREMENTS

As specified in Article XXV of the Template Contract, prior to the execution of the Contract, the successful Bidder shall deliver to VCTC two identical counterparts of the Performance Bond and Payment Bond each in accordance with requirements of PCC 20209.10 and 2 C.F.R. § 200.326. The bonds shall be executed by an admitted surety insurer acceptable to VCTC and authorized to issue such bonds in the State of California. Such bonds shall be due and required upon award of the Contract.

The selected Contractor must provide performance and payment bonds as follows:

- (a) A performance bond on the part of the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.
- (b) A payment bond on the part of the Contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

If the Commission issues Notice to Proceed prior to the Contractor obtaining the required bonds, no payments will be made to the Contractor until Commission has received the required bonds.

## IB-10 TARGET FIRM Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firm "Target Firms" SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRM (TARGET FIRM) REQUIREMENTS

In accordance with federal financial assistance requirements (2 C.F.R. § 200.321), VCTC will follow take affirmative steps to ensure the use of small and minority businesses, women's business enterprises, and labor surplus area firms when possibleThe project is subject to these stipulated regulations, which are hereby incorporated in their entirety by this reference. It is the Contractor's responsibility to be fully informed regarding the requirements of 2 CFR § 200.321.

In the event of any conflicts or inconsistencies between the Federal Regulations and VCTC's selection process with respect to federally-assisted contracts, the Federal Regulations must prevail.

Committing to the use of small and minority businesses, women's business enterprises, and labor surplus area firms when possible or by documenting a good faith effort to do so is a condition of contract award.

Demonstrating Responsiveness to Target Firm Contract Requirements Related to Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firm (Target Firms)

To be responsive, Bidders must complete and submit the forms and letters listed below with their bids or as otherwise specified in the IFB instructions:

- 1. "Target Firm Participation Commitment Form"
- 2. "Intent and Affirmation Form" (required for each proposed Target firm listed on the Target Firm Participation Commitment Form)
- 3. "Bidders List"
- 4. "Target Firm Good Faith Effort Form"

#### **Target Firm Participation Commitment Form**

Failure to submit a completed and signed "Target Firm Participation Commitment Form" will deem Bidder non-responsive. Bidder must submit a completed "Target Firm Participation Commitment Form" even if zero Target Firms are listed. (See Attachment B Bid Forms – Target Form Participation Commitment Form).

For each Target Firm proposed for this Agreement, bidder must also submit a signed and dated Letter of Intent and Affirmation Form, for each Target Firm listed on the Target Firm Participation Commitment Form acknowledging that the Target Firm is participating in the contract for the specified dollar value and scope of work listed on the "Target Firm Participation Form." The dollar amount and scope reflected on the "Target Firm Participation Commitment Form" must match identically.

All Target Firms included on the Target Firm Participation Commitment Form must be certified by the California United Certification Program (CUCP) at the time of bid submission.

Bidder is to provide the following information for each Target Firm that will participate in the contract:

- The complete name and address of each Target Firm who will participate in the contract.
- A description of the work that each Target Firm will perform or provide.
- The dollar amount of the work to be performed or provided by the Target Firm.
- The dollar amount of the work eligible to be credited for each Target Firm and should account for the type of work to be performed).

#### Intent and Affirmation to Perform as a Subcontractor

Bidders must submit a signed Letter of Intent and Affirmation Form for each small and minority business, women's business enterprise, and labor surplus area firm subcontractor listed on the Target Firms Participation Form, confirming the subcontractor's commitment to perform as a subcontractor for the description of work to be performed by the firm.

If Bidder does not receive award of the prime contract, any and all representations in the *Letter of Intent and Affirmation* shall be null and void.

The Letter of Intent and Affirmation Form must be signed by the Subcontractor and Prime Contractor and shall be used to fulfill the Target Firms Participation Commitment Form requirement as stated in this IFB.

#### **Bidders List**

Bidder shall complete the "Bidders List" spreadsheet template and provide all required information for the prime Bidder and for all firms that submitted a bid, proposal or quote to the prime Bidder, whether successful or unsuccessful in its attempt to obtain a subcontract. (See **Attachment B Bid Forms – Bidders List**).

#### **Target Firm Good Faith Effort Form**

If a Bidder submits a Target Firm Participation Commitment Form that does not list sufficient Target Firm participation to meet the established Target Firm contract goal, Bidder must submit the TARGET FIRM Good Faith Effort Form and all applicable documentation evidencing their efforts with its bid submission to demonstrate that an adequate Good Faith Effort was made to meet the established TARGET FIRM contract goal.

If a Bidder has met the TARGET FIRM goal based on the participation of TARGET FIRMs listed on Bidder's TARGET FIRM Participation Commitment Form, submission of Good Faith Efforts documentation can protect Bidder's eligibility for award of the contract if VCTC determines that Bidder failed to meet the goal for various reasons, e.g., a TARGET FIRM firm was not certified at bid submission or Bidder made a mathematical error. (See **Attachment B Bid Forms – TARGET FIRM Good Faith Effort Form).** 

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:

- 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;
- 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.
- f. 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. Small and minority businesses, women's business enterprises, and labor surplus area firms are strongly encouraged to participate in the performance of contracts financed in whole or in part with federal funds. Proposer should ensure that small and minority businesses, women's business enterprises, and labor surplus area firms 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 small and minority businesses, women's business enterprises, and labor surplus area firms. 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.

#### **IB-11 SIGNING OF BID LETTER AND FORMS**

The Bid Letter and all Bid Forms including certifications shall be signed by authorized individuals as described below.

- Sole Proprietorship owner of the firm.
- Partnership one officer who is authorized in the by-laws of the partnership to bind the firm.
- Corporation two representatives of the corporation, each of whom must either be an officer or a
  person otherwise authorized by the Board of Directors to bind the firm. For any representative who
  is not an officer, the corporation must attach to the Bid a copy of the person's authorization to bind
  the firm.

In the case of a joint venture, one or more representatives of each firm, each meeting the requirements set forth above, must sign the Bid Letter and Bid Forms including certifications.

#### **IB-12 PRE-CONTRACTUAL EXPENSES**

All Bids submitted in response to this IFB shall be prepared at the sole expense of the Bidder.

Pre-contractual expenses are defined as expenses incurred by the Bidder in:

- Preparing its Bid in response to this IFB.
- Submitting the Bid to the Authority.
- Discussing with the Authority any matter related to the Bid.
- Any other expenses incurred by Bidder prior to signing the Contract.

VCTC shall not in any event be liable for any pre-contractual expenses incurred by Bidder in the preparation of its Bid, and Bidders shall not include any such expenses as part of their Bids.

#### **IB-13 MODIFIED AND ALTERNATIVE BID PROHIBITIONS**

Unauthorized conditions, contingencies, limitations, exceptions, changes, or deviations to terms and conditions or other solicitation documents included in a Bid shall render it non-responsive causing its rejection.

All of the above must be requested and approved by VCTC during the Q&A period.

Bidders may not delete, modify, and/or supplement the language or format of VCTC-issued forms and/or make substitutions thereon. Oral, electronic, or telephonic Bids and/or modifications will not be considered, unless specifically authorized by the VCTC.

VCTC will not be bound by any modifications to or deviations from the requirements set forth in this IFB as a result of oral instructions or that are signed by anyone other than the assigned Authorized Representative (as shown in the Summary Sheet).

#### **IB-14 SUBMISSION OF BID**

VCTC will accept hard copy bid responses only. Bid Forms and supporting documents must be submitted to VCTC before the deadline noted in the Summary Sheet, by Friday, May 16, 2025 no later than 3:00 PM PST. Bids received after the submission deadline will not accepted. Bid documents submitted outside of the solicitation process specified herein will not be accepted.

Once the Bid submittal process is complete, Bidders will receive confirmation via email. If you do not receive a confirmation, your Bid has not been submitted. Important – allow adequate time for the Bid submittal process to ensure receipt of the complete Bid prior to the closing date and time. Incomplete Bids will be deemed non-responsive.

#### **IB-15 WITHDRAWAL OF BID**

The Bidder may withdraw its Bid at any time prior to the submission deadline.

#### **IB-16 COMMISSION RIGHTS**

This IFB does not commit the Commission to enter into a contract.

The Commission may investigate the qualifications of any Bidder under consideration, require confirmation of information furnished by the Bidder, and require additional evidence of qualifications to perform the work described in this IFB. The Commission reserves the right to:

- 1. Investigate the qualifications of any Bidder under consideration.
- 2. Require confirmation of information furnished by the Bidder.
- 3. Require additional evidence of qualifications to perform the work described in this IFB.
- 4. Disqualify any Bidder in accordance with the Instructions to Bidders.
- 5. Perform a price or cost analysis to determine price reasonableness.

- 6. Reject any or all of the Bids at its discretion.
- 7. Award the total requirements to one Bidder, or to apportion those requirements among several Bidders.
- 8. Accept one or more Bid items from multiple Bidders and award one or more contract(s) to the lowest Bidder(s).
- 9. Cancel the entire IFB.
- 10. Issue a subsequent IFB.
- 11. Disqualify a Bid upon evidence of collusion with the intent to defraud or other illegal practices on the part of the Bidder.
- 12. Waive any minor errors, informalities in any Bid, to the extent permitted by law.
- 13. Postpone Bid openings for its own convenience.
- 14. Take any additional action not listed in this list depending on circumstances if deemed to be in the best interest of the Commission.

#### IB-17 DISQUALIFICATION OF BIDDERS

Except when an alternative Bid has specifically been requested by the VCTC, no person, firm, corporation, joint venture, or other interested party shall submit more than one Bid for any given Contract. This requirement shall not prevent subcontractors and/or suppliers to one Bidder from providing services and materials to another Bidder, or from submitting a Bid as a Prime Bidder.

Any Bidder that has been compensated by the VCTC or a consultant engaged by the Commission for assistance in preparing the IFB Documents and/or estimate is prohibited from submitting a Bid in response to the IFB. Any such Bidder shall be disqualified after submission of the Bid or award of the Contract.

Bidders and other interested parties are prohibited from discussing this IFB with any official or employee of VCTC other than the Authorized Representative listed in the Summary Sheet. Bidders and anyone representating a Bidder are not permitted to discuss this IFB with any consultant engaged by the Commission for assistance in preparing the IFB documents and/or estimate. Violation of this prohibition may result in disqualification of the Bidder even if the contract has already been awarded.

All questions, comments, or other concerns related to this IFB are to be made only to the Authorized Representative.

#### IB-18 NOTIFICATION

At its sole discretion, and if time permits, the Commission may transmit a "courtesy notice" to Bidders with the pertinent award recommendation information. This courtesy notice may be sent to the Bidder. The Commission accepts no responsibility for the accuracy of the Bidder's email address. The Commission is not obligated to transmit notification to Bidders of award actions. Failure to so notify any Bidder shall not impact, alter or invalidate the Commission's action.

#### IB-19 BID OPENING/BASIS FOR AWARD

Bids will be opened on Monday, May 19, 2025 at 11:00 a.m. at Ventura County Transportation Commission, 751 E. Daily Dr., Suite 420, Camarillo, CA 93010 by the VCTC project manager.

The Commission will award the Contract to the lowest, responsive, and responsible Bidder. In the event of a tie between the lowest Bid prices (and when the tied Bidders are determined to be both responsive and responsible), the Commission will draw lots in a random fashion to determine the awardee. Responsibility is defined as the apparent ability of the Bidder to meet and successfully complete the requirements of the Contract. Responsibility includes consideration of a Bidder's trustworthiness, the quality of the Bidder's past work, the Bidders' financial ability, and the Bidder's fitness and capacity to do the proposed work in a satisfactory manner. To receive favorable consideration, a Bidder may be required to present evidence that it has successfully performed similar work of comparable magnitude or provide other proof satisfactory to VCTC that it is competent to carry the Work forward to a successful conclusion.

#### IB-20 PUBLIC RECORDS

All records, documents, drawings, plans, specifications, and other materials submitted by Bidder in its Bid and during the course of any work awarded shall become the exclusive property of the Commission and may be deemed public records. Said materials may be subject to the provisions of the California Public Records Act (Government Code, sections 6250 et seq.). The Commission's use and disclosure of its records are governed by this Act.

The Commission will accept information clearly labeled "TRADE SECRET," "CONFIDENTIAL," or "PROPIETARY" as determined by the submitting party in accordance with the Act. The Commission will endeavor to inform the submitter of any request for the disclosure of such information. Under no circumstances, however, will the Commission be responsible or liable to the submitter or any other party for the disclosure of any such labeled information. Bidders who indiscriminately identify all or most of their bid as exempt from disclosure without justification may, at the Commission's discretion, be deemed non-responsive.

The Commission will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act, including interpretations of the Act or the definition of "Trade Secret."

If litigation is brought under the Public Records Act concerning documents submitted in response to this IFB, the appropriate Bidder shall indemnify, defend and hold harmless the Commission in such litigation.

#### IB-21 PROTEST PROCEDURES

VCTC will be responsible, in accordance with good administrative practice and sound business judgement, for the settlement of all contractual and administrative issues arising out of procurement. VCTC will follow the procedures established for protests to contracts awarded and bids or proposals on contracts received by VCTC pursuant to VCTC Resolution No. 91-05, Contract Protest Procedures (Attachment F).

#### IB-22 PROHIBITED PRIOR WORK AND COMMUNICATIONS

Any person or entity that has assisted the Commission or a Contractor engaged by the Commission in preparing any aspect of the IFB or any cost estimate with this procurement is prohibited from submitting a bid in response to this IFB. Contractors that received assistance from any such person or entity or who will use the work and person or entity in performing the work will be disqualified.

No Contractor, or anyone representing a Contractor, is to discuss this IFB with any official or employee of the Authority, other than the Contract Administrator named in this IFB. Contractors and anyone representing a Contractor are not permitted to discuss this IFB with any Contractor engaged by the Commission for assistance in preparing the IFB documents or any cost estimate associated with this procurement. Violation of this prohibition may result in disqualification of the Contractor even if the contract has already been awarded.

#### IB-23 CONTRACTOR'S LICENSE AND PAYMENT OF PREVAILING WAGES

The successful Bidder shall be licensed in accordance with provisions of the Business and Professions Code and shall possess a California Contractor's License Class "A" from bid opening through contract acceptance. Joint Venture bidders must obtain a joint venture license before contract award. The successful Contractor and all of its subcontractors will be required to possess appropriate business licenses as required throughout the duration of the contract.

All listed Subcontractors must also possess a valid State of California Contractor's License for the type of work to be performed at the time of contract award.

This Contract will be subject to the requirements of the California Labor Code, which stipulates that not less than the prevailing wage of per diem wages for each craft or type of work or mechanic needed to execute the contract in the locality in which the work is to be performed.

#### IB-24 PUBLIC WORKS CONTRACT REGISTRATION LAW

This Contract is subject to the provision of California Law regarding Public Works, including, but not limited to California Labor Code. Among other things, the Legislature has established a public works contractor registration program to replace prior Compliance Monitoring Unit (CMU) and Labor Compliance Program (LCP) requirements for bond-funded and other specified public works projects.

Contractors seeking to perform work on the Commission's state/local and federally funded public works contracts are now subject to registration requirements in order to bid or perform work on state and local public works projects (as defined under the Labor Code).

Contractors must meet a set of minimum qualifications to be registered as eligible to bid and work on state and local public works projects. Those qualifications are currently:

- Must have workers' compensation coverage for any employees and only use subcontractors who are registered public works contractors.
- Must have Contractors State License Board license if applicable to trade.
- Must have no delinquent unpaid wage or penalty assessments owed to any employee or enforcement agency.
- Must not be under federal or state debarment.
- Must not be in prior violation of this registration requirement once it becomes effective. However, for the first violation in a 12-month period, a contractor may still qualify for registration by paying an additional penalty (See L.C. Section 1725.5 for current requirements).

The Commission shall not accept any bid nor award any contract without proof of the contractor's and subcontractor's current registration.

The California Department of Industrial Relations (DIR) will post a list of registered contractors and subcontractors on its website so that awarding bodies and contractors will be able to comply with requirements to only use registered contractors.

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

Contractors and subcontractors on all public works projects will be required to submit electronic certified payroll records (CPRs) to the Labor Commissioner unless excused from this requirement. Contractor and subcontractors are still required to submit CPRs directly to the Commission, as well.

Prime contractors will be required to ensure that their subcontractors subject to this requirement are properly registered with the DIR.

#### IB-25 EXECUTION OF CONTRACT/REQUIRED CONTRACT PROVISIONS

The Bidder to whom an award is made shall execute the Contract within ten calendar days after being given a Contract. The Commission may require appropriate evidence that the persons executing the Contract and the insurance for the Bidder are duly empowered to do so.

The Sample Contract includes all required Federal and State Contract Provisions. The Bidder to whom an award is made and all subcontractor(s) (at all tiers) shall include required federal and state clauses and provisions in every FEMA-assisted contract and subcontract, broker, dealer, vendor, supplier, purchase order or other source agreements issued to both TARGET FIRM and non-TARGET FIRM firms. (See Attachment C – Sample Contract, ARTICLE X - SUBCONTRACTING).

Below is a list of required clauses and provisions:

- Remedies
- Termination for Cause and Convenience
- Non-Discrimination Assurances/Equal Employment Opportunity
- Contract Work Hours and Safety Standards
- Clean Air Act and Water Pollution Control Act
- Debarment and Suspension
- Byrd Anti-Lobbying Amendment
- Procurement of Recovered Materials
- Access to Records
- Contracts Changes or Modifications
- DHS Seal, Logo, and Flags
- Compliance with Federal Law, Regulations, and Executive Orders
- No Obligation by Federal Government

- Program Fraud and False or Fraudulent Statements or Related Act
- Contractor's Assurance Clause (Must be included verbatim)
- Prompt Payment to Subcontractors / Suppliers (Must be included verbatim)
- Prompt Payment of Retention
- Dispute Resolution Provision

#### **IB-26 COMMUNITY RELATIONS**

Bidders are notified that after award of the Contract, in the event of any anticipated evening or weekend work and/or closures impacting businesses or residents in the vicinity of Contractor's area of work, Contractor's project manager must inform the Commission's project manager and Community Relations (CR) staff, in writing, at least two weeks in advance of scheduled work, if the impact of the closure in expected to be five working days or less.

If the impact of the closure is expected to be of greater than five-day duration, Contractor is required to give the Commission's project manager and CR staff a thirty-day written notice.

Once Contractor has received notification of a potential complaint of damage from either the VCTC's project manager, staff or directly from property owner/tenant(s), Contractor must respond in writing within ten working days of notification of complaint. Correspondence must include name of Contractor's point-of-contact, company, and phone number of individual responsible for handling the complaint. The Commission's project manager and staff are to be copied on all correspondence.

#### **ATTACHMENT A**

#### SCOPE OF WORK

(PROVIDED IN A SEPARATE DOCUMENT)

#### SPBL-2025-01

### SESPE CREEK OVERFLOW RAILROAD BRIDGE REPAIR

# ATTACHMENT A SCOPE OF WORK

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Exhibit 3	Project Engineering Drawings	
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#### **Reference Documents**

Exhibit A	Geotechnical Report
Exhibit B	Hydraulics Report
Exhibit C	Regulatory Permits
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#### **OVERVIEW**

The Ventura County Transportation Commission (VCTC) proposes to reconstruct a portion of the Sespe Creek Overflow Railroad Bridge on the Santa Paula Branch Line (SPBL), located in the city of Fillmore. The Santa Paula Branch Line corridor consists of 32 miles of railroad right-of-way that serves freight, tourist/excursion, consumer goods, and research and development rail services. Three spans on the Western end of the Sespe Creek bridge collapsed during a series of rainstorms in January 2023. In February 2024, a series of heavy rains and increased creek flow caused further erosion, exposing an additional 50 feet of track and creating a vertical cut-bank. Additionally, in October 2024, emergency slope stabilization repairs and countermeasure installations were completed in anticipation of the upcoming winter storm. The proposed project is to reconstruct the damaged portion of the bridge and restore it to its pre-disaster condition. The pre-existing bridge was constructed in 1969, had a total length of 450 feet, vertical clearance of 14 feet and 15 spans. Coordination will be required with the Ventura County Transportation Commission (VCTC), the owner, in conjunction with the operator, Sierra Northern Railway (SERA).

The Sespe Creek Overflow Railroad Bridge Repair design, completed in 2024, consist of an overall total repair length of 97 feet 10 inches including repairs to current standing connection bent, (2) spans, (2) piers, abutment and wingwall and the placement of RSP. The foundation will consist of Cast-In-Drilled-Hole (CIDH) piles. According to the attached Geotechnical report, the subsurface soil conditions comprise a mixture of sandy gravel, clayey gravel, and silty clayey sands with gravel. Old Telegraph Road, a primary thoroughfare for public use, presents significant concern for the city regarding project ingress and egress. Contractors must coordinate all traffic control methods with the City of Fillmore to obtain approval for traffic control permits and closures, including any lane or full road closures. The city has expressed a preference for nighttime lane closures to prevent disruptions to daytime traffic flow.

Due to the construction site's location within the creek channel, work is restricted from April 1st to September 14th. The anticipated construction completion date for the project is October 30th, 2025.

The Construction Work includes, but is not limited to all the following categories, civil, earthwork, track work, environmental monitoring and implementation of BMP's, water diversion plan, traffic control planning and coordination, bridge construction, and coordination with the City of Fillmore and the Ventura County Transportation Commission (VCTC).

#### ATTACHMENT B

#### **BID FORMS**

(PROVIDED IN A SEPARATE DOCUMENT)

#### ATTACHMENT C

## SAMPLE CONTRACT (PROVIDED IN A SEPARATE DOCUMENT)

# AGREEMENT BETWEEN VENTURA COUNTY TRANSPORTATION COMMISSION AND

#### [CONTRACTOR]

### SESPE CREEK OVERFLOW RAILROAD BRIDGE REPAIR ON THE SANTA PAULA BRANCH LINE

#### **ARTICLE I – GENERAL PROVISIONS**

A. This AGREEMENT is between the following named, hereinafter referred to as, CONTRACTOR and the Ventura County Transportation Commission, hereinafter referred to as, VCTC. Collectively, the VCTC and CONTRACTOR are referred to herein as "Parties.

The name of the "CONTRACTOR" is as follows:

[CONTRACTOR NAME]

Incorporated in the State of [STATE]

The Project Manager for the CONTRACTOR will be: [PROJECT MANAGER NAME]

The Contract Administrator for VCTC will be: [VCTC CONTRACT ADMINISTRATOR NAME]

- B. The Parties understand and agree that work to be performed under this AGREEMENT is the Sespe Creek Bridge Reconstruction project described in Article III Statement of Work, Exhibit A to this Agreement "Sespe Creek Bridge Reconstruction Project Description," and the approved CONTRACTOR's Cost Proposal dated [DATE]. The approved CONTRACTOR's Cost Proposal is attached hereto (Exhibit B) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this AGREEMENT or Exhibit A, this AGREEMENT and Exhibit A shall take precedence.
- C. 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").
  - 1. 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.
  - 2. 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 required of CONTRACTOR pursuant to this Agreement. 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 and verification of such coverage is provided.

- 3. The provisions of this Section shall survive the expiration, suspension, or termination of this Agreement
- D. CONTRACTOR in the performance of this AGREEMENT, shall act in an independent capacity. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto. CONTRACTOR's assigned personnel shall not be entitled to any benefits payable to employees of VCTC.
- E. VCTC is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of the AGREEMENT and is not required to issue W-2 Forms for income and employment tax purposes for any of CONTRACTOR's assigned personnel. CONTRACTOR, in the performance of its obligation hereunder, is only subject to the control or direction of the VCTC as to the designation of tasks to be performed and the results to be accomplished.
- F. Any third-party person(s) employed by CONTRACTOR shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. CONTRACTOR hereby agrees to indemnify and hold VCTC harmless from any and all claims that may be made against VCTC based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT, including any contentions by CONTRACTOR's employees related to eligibility for benefits under the Public Employee Retirement System ("PERS") pursuant to the relationship created under this Agreement.
- G. Except as expressly authorized herein, CONTRACTOR's obligations under this AGREEMENT are not assignable or transferable, and CONTRACTOR shall not subcontract any work, without the prior written approval of the VCTC. However, claims for money due or which become due to CONTRACTOR from VCTC under this AGREEMENT may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the VCTC.
- H. In accordance with CONTRACTOR's obligations outlined in Section C above, CONTRACTOR shall be as fully responsible to the VCTC for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by CONTRACTOR.
- I. No alteration or variation of the terms of this AGREEMENT shall be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- J. The consideration to be paid to CONTRACTOR as provided herein, shall be in compensation for all of CONTRACTOR's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

#### **ARTICLE II - CONTRACTOR'S REPORTS OR MEETINGS**

A. CONTRACTOR shall submit progress reports at least once a month. The report should be sufficiently detailed for the VCTC's Contract Administrator to determine, if CONTRACTOR is performing to expectations, and is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed. B. CONTRACTOR's Project Manager shall meet with VCTC's Contract Administrator, as needed, to discuss progress on the AGREEMENT.

#### ARTICLE III - STATEMENT OF WORK

#### A. Contractor Services/Work

The purpose of this AGREEMENT is to provide construction services for the Sespe Creek Overflow Railroad Bridge Repair Project, hereinafter referred to as "Project", located in Ventura County, California as further described and depicted in Exhibit A. The scope of work shall include construction services as specified in the Project plans and specifications as attached in Exhibit A. The scope of work shall also include coordination with the Railroad Operator, Sierra Northern Railway.

#### B. VCTC Obligations

All data applicable to the Project and in possession of VCTC, another agency, or government agency that are to be made available to CONTRACTOR are referred to in the AGREEMENT. Any other assistance or services to be furnished to CONTRACTOR are as stated herein.

C. Conferences, Site Visits, Inspection of Work

This AGREEMENT provides for conferences as needed, visits to the site, and inspection of the work by representatives of the VCTC, State, and/or FEMA. Costs incurred by CONTRACTOR for meetings, subsequent to the initial meeting, are included in the fee.

D. Checking Shop Drawings

Any payment for checking shop drawings by CONTRACTOR is included in the AGREEMENT fee.

E. CONTRACTOR Services During Construction

CONTRACTOR's services during the course of construction, including material testing and construction surveys, as specified in the plans and specifications, are the responsibility of the CONTRACTOR. Payment for these services is included in the AGREEMENT fee.

F. Documentation and Schedules

CONTRACTOR shall document the results of the work to the satisfaction of VCTC, and if applicable, the State and FEMA. This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of the AGREEMENT objectives.

G. Deliverables and Number of Copies

The CONTRACTOR shall furnish three (3) hard copies and one (1) electronic copy of all deliverables, including reports, brochures, sets of plans, specifications, and maps.

#### **ARTICLE IV - PERFORMANCE PERIOD**

A. This AGREEMENT shall be effective as of [DATE], 2025, and CONTRACTOR shall commence work after notification to proceed by VCTC'S Contract Administrator. The AGREEMENT shall terminate on [DATE], 2025 or Notice of Project Completion issued by VCTC, whichever is later, unless extended by AGREEMENT amendment or terminated sooner pursuant to the provisions herein. As this is a reconstruction project for an important piece of public infrastructure, time is of the essence and CONTRACTOR shall use best efforts to complete the work during the foregoing time period, including dedicating sufficient resources and personnel to meet the timeline.

B. CONTRACTOR understands and any that any recommendation for AGREEMENT award prior to full execution and approval of this AGREEMENT by VCTC was not binding on VCTC.

#### **ARTICLE V – ALLOWABLE COSTS AND PAYMENTS**

- A. The method of payment for this AGREEMENT will be based on lump sum. The total lump sum price paid to CONTRACTOR will include compensation for all work and deliverables, including travel and equipment described in Article III Statement of Work. No additional compensation will be paid to CONTRACTOR, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between CONTRACTOR and VCTC. Adjustment in the total lump sum compensation will not be effective until authorized by AGREEMENT amendment and approved by VCTC.
- B. Progress payments may be made monthly in arrears based on the percentage of work completed by CONTRACTOR. If CONTRACTOR fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, VCTC shall have the right to delay payment or terminate this AGREEMENT in accordance with the provisions of Article VI Termination.
- C. CONTRACTOR shall not commence performance of work or services until this AGREEMENT has been approved by VCTC and notification to proceed has been issued by VCTC'S Contract Administrator. No payment will be made prior to approval of any work, or for any work performed prior to approval of this AGREEMENT.
- D. CONTRACTOR will be reimbursed within thirty (30) days upon receipt by VCTC'S Contract Administrator of accurate, uncontested, itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONTRACTOR is billing. Invoices shall detail the work performed on each milestone as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due VCTC that include any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice must be submitted within sixty (60) calendar days after completion of CONTRACTOR's work unless a later date is approved by the VCTC. Invoices shall be mailed to VCTC's Contract Administrator at the following address:

Ventura County Transportation Commission Attn: Amanda Fagan 751 E. Daily Dr., Suite 420 Camarillo, CA 93010

E. The total amount payable by VCTC pursuant to this Agreement and for this Project shall not exceed \$[AMOUNT].

#### **ARTICLE VI – TERMINATION**

- A. This AGREEMENT may be terminated by VCTC for convenience or for cause upon CONTRACTOR's breach of a material provision of this Agreement, provided that VCTC gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate.
- B. If VCTC provides notice of intent to terminate this AGREEMENT for cause upon CONTRACTOR's breach of a material provision of this Agreement, the notice shall specify the nature of the breach and provide CONTRACTOR with an opportunity to cure. If CONTRACTOR fails to cure the breach and/or fails to reasonably commence a satisfactory cure, in VCTC's sole discretion, prior to the end of the 30-day notice period, then VCTC may immediately terminate the AGREEMENT upon the date specified in the notice.
- C. Upon termination, VCTC shall be entitled to all work, including but not limited to, reports, investigations,

- appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.
- D. VCTC may temporarily suspend this AGREEMENT, at no additional cost to VCTC, provided that CONTRACTOR is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If VCTC gives such notice of temporary suspension, CONTRACTOR shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination.
- E. Notwithstanding any provisions of this AGREEMENT, CONTRACTOR shall not be relieved of liability to VCTC for damages sustained by VCTC by virtue of any breach of this AGREEMENT by CONTRACTOR, and VCTC may withhold any payments due to CONTRACTOR in an amount necessary to cover such damages. In the event of a breach, VCTC may take over the Work and prosecute the same to completion by VCTC or otherwise, and the CONTRACTOR shall be liable to VCTC for reasonable costs incurred by VCTC in making necessary arrangements for completion of the work by others. The rights and remedies of VCTC provided above shall not be exclusive and are in addition to any other rights and remedies provided by law, equity, or under this AGREEMENT. VCTC shall have the right to set-off any such amounts it incurs in order to complete the Work or otherwise related to the termination of CONTRACTOR against any payments owed to CONTRACTOR for that portion of the Work which has been completed and accepted by VCTC.
- F. In the event of termination, CONTRACTOR shall be compensated for work satisfactorily completed and approved by VCTC consistent with this AGREEMENT. Upon termination, VCTC shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

#### ARTICLE VII - COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. The CONTRACTOR agrees that 48 CFR 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.
- B. The CONTRACTOR also agrees to comply with Federal procedures in accordance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to the CONTRACTOR that are determined by subsequent audit to be unallowable under 48 CFR 31 or 2 CFR 200 are subject to repayment by the CONTRACTOR to VCTC.
- D. When a CONTRACTOR or Subcontractor is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

#### **ARTICLE VII - RETENTION OF RECORDS/AUDITS**

For the purpose of determining compliance with Gov. Code § 8546.7, the CONTRACTOR, Subcontractors, and VCTC shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONTRACTOR's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT and records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition. VCTC, Caltrans Auditor, FEMA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONTRACTOR, Subcontractors, and the CONTRACTOR's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation. CONTRACTOR agrees

to permit any of the above-listed parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

#### **ARTICLE IX – AUDIT REVIEW PROCEDURES**

- A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by VCTC'S Chief Financial Officer.
- B. Not later than thirty (30) calendar days after issuance of the final audit report, CONTRACTOR may request a review by VCTC'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by VCTC will excuse CONTRACTOR from full and timely performance, in accordance with the terms of this AGREEMENT.
- D. CONTRACTOR and subcontractor AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONTRACTOR's responsibility to ensure federal, VCTC, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONTRACTOR and approved by VCTC Contract Administrator to conform to the audit or review recommendations. CONTRACTOR agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by VCTC at its sole discretion. Refusal by CONTRACTOR to incorporate audit or review recommendations, or to ensure that the federal, VCTC or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
- E. CONTRACTOR's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONTRACTOR and approved by the VCTC Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONTRACTOR to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
  - a. During IOAI's review of the ICR audit work papers created by the CONTRACTOR's independent CPA, IOAI will work with the CPA and/or CONTRACTOR toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, VCTC will reimburse the CONTRACTOR at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines} is received and approved by IOAI.

Accepted rates will be as follows:

- i. If the proposed rate is less than one hundred fifty percent (150%) the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
- ii. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent

(200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.

- iii. If the proposed rate is greater than two hundred percent (200%) the accepted rate will be seventy-five percent (75%) of the proposed rate.
- b. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONTRACTOR to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONTRACTOR's and/or the independent CPA's revisions.
- c. If the CONTRACTOR fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.
- d. CONTRACTOR may submit to VCTC final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of VCTC; and, (3) IOAI has issued its final ICR review letter. The CONTRACTOR MUST SUBMIT ITS FINAL INVOICE TO VCTC no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between VCTC and the CONTRACTOR, either as a prime or subcontractor, with the same fiscal period ICR.

#### **ARTICLE X - SUBCONTRACTING**

- A. Nothing contained in this AGREEMENT or otherwise shall create any contractual relation between the VCTC and any Subcontractors, and no subagreement shall relieve the CONTRACTOR of its responsibilities and obligations hereunder. The CONTRACTOR agrees to be as fully responsible to the VCTC for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONTRACTOR. The CONTRACTOR's obligation to pay its Subcontractors is an independent obligation from the VCTC's obligation to make payments to the CONTRACTOR.
- B. The CONTRACTOR shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the VCTC Contract Administrator, except that which is expressly identified in the CONTRACTOR's approved Cost Proposal.
- C. Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subcontractors unless otherwise noted.
- D. CONTRACTOR shall pay its Subcontractors within Fifteen (15) calendar days from receipt of each payment made to the CONTRACTOR by the VCTC.
- E. Any substitution of Subcontractors must be approved in writing by the VCTC Contract Administrator in advance of assigning work to a substitute Subcontractor.
- F. Prompt Progress Payment

CONTRACTOR or Subcontractor shall pay to any Subcontractor, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONTRACTOR on account of the work performed by the Subcontractors, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONTRACTOR or Subcontractor to a Subcontractor,

CONTRACTOR or Subcontractor may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the Subcontractor, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to the prevailing party's attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subcontractors.

G. Prompt Payment of Withheld Funds to Subcontractors

VCTC may hold retainage from CONTRACTOR and shall make prompt and regular incremental acceptances of portions, as determined by the VCTC, of the contract work, and pay retainage to CONTRACTOR based on these acceptances. No retainage will be held by the VCTC from progress payments due to CONTRACTOR. CONTRACTORS and Subcontractors are prohibited from holding retainage from Subcontractors. Any delay or postponement of payment may take place only for good cause and with VCTC's prior written approval. Any violation of these provisions shall subject the violating CONTRACTOR or Subcontractor to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONTRACTOR or Subcontractor in the event of a dispute involving late payment or nonpayment by CONTRACTOR, deficient Subcontractor performance and/or noncompliance by a Subcontractor. This clause applies to both DBE and non-DBE Subcontractors.

H. Any violation of these provisions shall subject the violating CONTRACTOR or Subcontractor to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to CONTRACTOR or subcontractor in the event of a dispute involving late payment or nonpayment by CONTRACTOR, deficient subcontract performance, or noncompliance by a subcontractor.

#### **ARTICLE XI – EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES**

- A. For purchase of any item, service, or consulting work not covered in CONTRACTOR's approved Cost Proposal and exceeding five thousand dollars (\$5,000), with prior authorization by VCTC's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.
- B. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:
  - a. CONTRACTOR shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, VCTC shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONTRACTOR may either keep the equipment and credit VCTC in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established VCTC procedures; and credit VCTC in an amount equal to the sales price. If CONTRACTOR elects to keep the equipment, fair market value shall be determined at CONTRACTOR's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by VCTC and CONTRACTOR, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by VCTC.

b. Regulation 2 CFR 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars (\$5,000) is credited to the project.

#### **ARTICLE XII – STATE PREVAILING WAGE RATES**

- A. No CONTRACTOR or Subcontractor may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.
- B. The CONTRACTOR shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional / District Labor Compliance Officer (<a href="https://dot.ca.gov/programs/construction/labor-compliance">https://dot.ca.gov/programs/construction/labor-compliance</a>). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at VCTC construction sites, at VCTC facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve VCTC projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.
- **C.** General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at <a href="http://www.dir.ca.gov">http://www.dir.ca.gov</a>.

#### D. Payroll Records

- a. Each CONTRACTOR and Subcontractor shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONTRACTOR or Subcontractor in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
  - i. The information contained in the payroll record is true and correct.
  - ii. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
- b. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONTRACTOR under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by VCTC representatives at all reasonable hours at the principal office of the CONTRACTOR. The CONTRACTOR shall provide copies of certified payrolls or permit inspection of its records as follows:
  - A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
  - ii. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of VCTC, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to VCTC, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONTRACTOR.

- iii. The public shall not be given access to certified payroll records by the CONTRACTOR. The CONTRACTOR is required to forward any requests for certified payrolls to the VCTC Contract Administrator by both email and regular mail on the business day following receipt of the request.
- c. Each CONTRACTOR shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
- d. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by VCTC shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONTRACTOR or Subcontractor performing the work shall not be marked or obliterated.
- e. The CONTRACTOR shall inform VCTC of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
- f. The CONTRACTOR or Subcontractor shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONTRACTOR or Subcontractor fails to comply within the ten (10) day period, he or she shall, as a penalty to VCTC, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by VCTC from payments then due. CONTRACTOR is not subject to a penalty assessment pursuant to this section due to the failure of a Subcontractor to comply with this section.
- E. When prevailing wage rates apply, the CONTRACTOR is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the VCTC Contract Administrator.

#### F. Penalty

- a. The CONTRACTOR and any of its Subcontractors shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONTRACTOR and any Subcontractor shall forfeit to the VCTC a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONTRACTOR or by its Subcontractor in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.
- b. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONTRACTOR or Subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the CONTRACTOR or Subcontractor in meeting their respective prevailing wage obligations, or the willful failure by the CONTRACTOR or Subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONTRACTOR or Subcontractor had knowledge of the obligations under the Labor Code. The CONTRACTOR is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.
- c. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each

worker by the CONTRACTOR or Subcontractor.

- d. If a worker employed by a Subcontractor on a public works project is not paid the general prevailing per diem wages by the Subcontractor, the prime CONTRACTOR of the project is not liable for the penalties described above unless the prime CONTRACTOR had knowledge of that failure of the Subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime CONTRACTOR fails to comply with all of the following requirements:
  - i. The AGREEMENT executed between the CONTRACTOR and the Subcontractor for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
  - ii. The CONTRACTOR shall monitor the payment of the specified general prevailing rate of per diem wages by the Subcontractor to the employees by periodic review of the certified payroll records of the Subcontractor.
  - iii. Upon becoming aware of the Subcontractor's failure to pay the specified prevailing rate of wages to the Subcontractor's workers, the CONTRACTOR shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subcontractor for work performed on the public works project.
  - iv. Prior to making final payment to the Subcontractor for work performed on the public works project, the CONTRACTOR shall obtain an affidavit signed under penalty of perjury from the Subcontractor that the Subcontractor had paid the specified general prevailing rate of per diem wages to the Subcontractor's employees on the public works project and any amounts due pursuant to Labor Code §1813.

Pursuant to Labor Code §1775, VCTC shall notify the CONTRACTOR on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subcontractor has failed to pay workers the general prevailing rate of per diem wages.

If VCTC determines that employees of a Subcontractor were not paid the general prevailing rate of per diem wages and if VCTC did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONTRACTOR shall withhold an amount of moneys due the Subcontractor sufficient to pay those employees the general prevailing rate of per diem wages if requested by VCTC.

To the extent applicable, CONTRACTOR must ensure compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, CONTRACTOR shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, CONTRACTOR shall pay wages not less than once a week.

#### ARTICLE XIII - EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, CONTRACTOR agrees as follows:

A. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, ancestry, religion, creed, age, disability, sex, gender, sexual orientation, gender identity, gender expression, medical condition, genetic information, marital status, military status, veteran status, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their status under the aforementioned categories. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, ancestry, religion, creed, age, disability, sex, gender, sexual orientation, gender identity, gender expression, medical condition, genetic information, marital status, military status, veteran status, or national origin.
- C. CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with CONTRACTOR's legal duty to furnish information.
- D. CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of CONTRACTOR's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. CONTRACTOR will include the portion of the sentence immediately preceding paragraph and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

*Provided,* however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency,

the contractor may request the United States to enter into such litigation to protect the interests of the United States.

VCTC will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally or state assisted construction work: Provided, that if the applicant so participating is a State, Territorial, or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

VCTC will assist and cooperate actively with the administering federal agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

VCTC agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, VCTC agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### ARTICLE XV - CONTRACT WORK HOURS AND SAFETY STANDARDS ACT COMPLIANCE

- A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the CONTRACTOR and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages.
  - Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- C. Withholding for unpaid wages and liquidated damages. VCTC shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to

be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

- D. Subcontracts. CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.
- E. Safety. The requirements of 40 U.S.C. 3704 are applicable to the work under this Agreement. These requirements provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. CONTRACTOR shall ensure that the work is completed under sanitary and safe conditions.

#### ARTICLE XVI - CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

- A. Clean Air Act. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seg.
  - a. CONTRACTOR agrees to report each violation to the VCTC and understands and agrees that VCTC will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
  - b. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
- B. Federal Water Pollution Control Act. CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
  - a. CONTRACTOR agrees to report each violation to the VCTC and understands and agrees that VCTC will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
  - b. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

#### **ARTICLE XVII – DEBARMENT AND SUSPENSION**

- A. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to and hereby does verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B. CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C. CONTRACTOR's certification pursuant to this section is a material representation of fact relied upon by VCTC. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to VCTC, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. CONTRACTOR certifies that CONTRACTOR has complied with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while its bid offer was valid and shall comply

throughout the period of this Agreement. CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### ARTICLE XVIII - ANTI-LOBBYING AMENDMENT/ANTI-KICKBACK

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States") as may be applicable, which are incorporated by reference into this Agreement. Pursuant to the Act, CONTRACTOR is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

The CONTRACTOR shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

A breach of the contract clauses above may be grounds for termination of the Agreement, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

# ARTICLE XIX - PROCUREMENT OF RECOVERED MATERIALS/DOMESTIC PREFERENCES FOR PROCUREMENTS.

- A. In the performance of this Agreement, CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired
  - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
  - b. Meeting contract performance requirements; or
  - c. At a reasonable price.
- B. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.
- C. CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.
- D. In the performance of this Agreement, as appropriate and to the extent consistent with law, the non-CONTRACTOR shall, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this Agreement.

#### ARTICLE XX - ACCESS TO RECORDS

The following access to records requirements apply to this Agreement:

- A. CONTRACTOR agrees to provide VCTC, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of CONTRACTOR which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. CONTRACTOR agrees to provide the FEMA Administrator or authorized representative[s] access to construction or other work sites pertaining to the work being completed under the Agreement.
- D. In compliance with the Disaster Recovery Act of 2018, VCTC and CONTRACTOR acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

#### ARTICLE XXI – DHS SEAL, LOGO, AND FLAGS

CONTRACTOR shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

#### ARTICLE XXII - COMPLIANCE WITH FEDERAL LAW, REGULATION, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the Agreement. CONTRACTOR will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives as currently applicable and as may be amended from time to time whether or not specifically referenced herein.

#### ARTICLE XXIII - NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the VCTC, CONTRACTOR, or any other party pertaining to any matter resulting from the Agreement.

## ARTICLE XXIV - PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this Agreement.

#### **ARTICLE XXV - BONDING**

CONTRACTOR shall obtain a performance bond from an admitted California surety for 100 percent of the contract price to secure fulfillment of all the Contractor's requirements under this Agreement.

CONTRACTOR shall obtain a payment bond from an admitted California surety for 100 percent of the contract price to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in this Agreement.

The surety for such securities shall be currently admitted to transact surety insurance by the California Department of Insurance and shall carry a Best's rating of no less than A+.

#### **ARTICLE XXVI - INSURANCE**

Before beginning any work under this Contract, 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 this Agreement. The cost of such insurance shall be included in the CONTRACTOR's compensation provided hereunder. CONTRACTOR shall not allow any subcontractor to commence work on any CONTRACTOR has obtained all insurance required until herein for subcontractor(s). CONTRACTOR shall maintain all required insurance listed herein for the duration of this Agreement.

- A. Workers' Compensation. CONTRACTOR shall, at its sole cost and expense, maintain Workers' Compensation insurance as required by the State of California with Statutory Limits and Employer's Liability insurance with no less than \$1,000,000 per accident for bodily injury or disease. 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 the Contract Administrator, as defined in Section 10.9. 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 this Agreement.
- B. Commercial General, Automobile Liability, and Other Insurance.
  - a. Commercial General Liability (CGL). Insurance Services Office Form CG 0001 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 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. No endorsement shall be attached limiting the coverage. 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. 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. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition). 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.
  - c. Railroad Protective Liability. Contractor shall procure and maintain Railroad Protective Liability insurance, in VCTC's name, with limits of liability of no less than \$2,000,000 per occurrence, for losses arising out of injury to or death of all persons, and for physical loss or damage to or destruction of property, including the loss of use thereof.
  - d. Umbrella/Excess Policy. CONTRACTOR shall maintain an excess/umbrella policy beyond the aforementioned limits of \$5,000,000.
  - e. Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- ii. 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.

#### C. Professional Liability Insurance.

- a. General requirements. CONTRACTOR, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than \$3,000,000 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.
- b. Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:
  - i. The retroactive date of the policy must be shown and must be before the date of the Agreement.
  - ii. 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.
  - iii. 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 this Agreement, CONTRACTOR shall purchase an extended period coverage for a minimum of five (5) years after completion of work under this 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.
  - iv. A copy of the claim reporting requirements must be submitted to VCTC for review prior to the commencement of any work under this Agreement.

#### D. 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 this 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 this 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 VCTC. 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 that utilize the subject data, and 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 this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to VCTC or its officers, employees, agents, or volunteers.

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.

- e. Policy limits. In the event that CONTRACTOR maintains higher insurance coverage limits than those required by this Agreement, VCTC shall be entitled to those higher coverage limits.
- E. 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 this 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 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.

During the period covered by this 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 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.

- F. 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 of the requirements stated herein.
- G. 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.
- H. 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 this 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 this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first herein written above.

VENTURA COUNTY TRANSPORTATION COMISSION
Ву:
Date:
Martin R. Erickson
Executive Director
APPROVED AS TO FORM: VCTC
By:
Date:
Steven T. Mattas, General Counsel
[CONTRACTOR]
By:
Date:
[CONTRACTOR SIGNATOR NAME AND TITLE]

#### **EXHIBIT A**

"Sespe Creek Bridge Reconstruction Project Description"

#### **EXHIBIT B**

#### "CONTRACTOR'S COST PROPOSAL"

# EXHIBIT C "Certification"

#### APPENDIX A, 44 C.F.R. PART 18 - CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, [CONTRACTOR NAME], certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official
Name and Title of Contractor's Authorized Official
Date

#### **EXHIBIT D**

#### FEDERAL/STATE PROVISIONS

In the performance of Services under this Agreement, CONTRACTOR shall comply with the federal provisions and state provisions outlined in this Exhibit C and any and all other applicable federal/state laws and regulations, as they may be amended from time, and for which compliance is required as a condition of receiving federal funding.

#### A. ACCESS TO RECORDS

The following access to records requirements apply to this Agreement:

- A. CONTRACTOR agrees to provide VCTC, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of CONTRACTOR which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. CONTRACTOR agrees to provide the FEMA Administrator or authorized representative[s] access to construction or other work sites pertaining to the work being completed under the Agreement.
- D. In compliance with the Disaster Recovery Act of 2018, VCTC and CONTRACTOR acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

#### B. ANTI-LOBBYING AMENDMENT/ANTI-KICKBACK

- A. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). CONTRACTORs who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the recipient who in turn will forward the certification(s) to the awarding agency.
- B. CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "CONTRACTORs and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). Pursuant to the Act, CONTRACTOR is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

The CONTRACTOR shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the Agreement, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

#### C. AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by Agreement, shall be reviewed by VCTC'S Chief Financial Officer.
- B. Not later than thirty (30) calendar days after issuance of the final audit report, CONTRACTOR may request a review by VCTC'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by VCTC will excuse CONTRACTOR from full and timely performance, in accordance with the terms of this Agreement.
- D. CONTRACTOR and Subcontractor Agreement's, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an Agreement audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the Agreement, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONTRACTOR's responsibility to ensure federal, VCTC, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The Agreement, cost proposal, and ICR shall be adjusted by CONTRACTOR and approved by VCTC Contract Administrator to conform to the audit or review recommendations. CONTRACTOR agrees that individual terms of costs identified in the audit report shall be incorporated into the Agreement by this reference if directed by VCTC at its sole discretion. Refusal by CONTRACTOR to incorporate audit or review recommendations, or to ensure that the federal, VCTC or local governments have access to CPA work papers, will be considered a breach of Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.
- E. CONTRACTOR's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONTRACTOR and approved by the VCTC Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONTRACTOR to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.
  - a. During IOAI's review of the ICR audit work papers created by the CONTRACTOR's independent CPA, IOAI will work with the CPA and/or CONTRACTOR toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, VCTC will reimburse the CONTRACTOR at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines}is received and approved by IOAI.
    - I. Accepted rates will be as follows:

- i. If the proposed rate is less than one hundred fifty percent (150%) the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
- ii. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) the accepted rate will be eighty-five percent (85%) of the proposed rate.
- iii. If the proposed rate is greater than two hundred percent (200%)- the accepted rate will be seventy-five percent (75%) of the proposed rate.
- b. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONTRACTOR to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONTRACTOR's and/or the independent CPA's revisions.
- c. If the CONTRACTOR fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this Agreement.
- d. CONTRACTOR may submit to VCTC final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this Agreement has been completed to the satisfaction of VCTC; and, (3) IOAI has issued its final ICR review letter. The CONTRACTOR MUST SUBMIT ITS FINAL INVOICE TO VCTC no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this Agreement and all other agreements executed between VCTC and the CONTRACTOR, either as a prime or Subcontractor, with the same fiscal period ICR.

#### D. BONDING

- A. CONTRACTOR shall obtain a performance bond from an admitted California surety for 100 percent of the contract price to secure fulfillment of all the CONTRACTOR's requirements under this Agreement.
- B. CONTRACTOR shall obtain a payment bond from an admitted California surety for 100 percent of the contract price to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in this Agreement.
- C. The surety for such securities shall be currently admitted to transact surety insurance by the California Department of Insurance and shall carry a Best's rating of no less than A+.

#### E. CERTIFICATION REGARDING LOBBYING

CONTRACTOR certifies, to the best of his or her knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of an agency, a

Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. CONTRACTOR shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The CONTRACTOR, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONTRACTOR understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.
- **F. PROCUREMENT OF RECOVERED MATERIALS.** In the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired
  - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
  - b. Meeting contract performance requirements;
  - c. or At a reasonable price.
  - d. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program. The CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

#### G. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

- A. Clean Air Act. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
  - c. CONTRACTOR agrees to report each violation to the VCTC and understands and agrees that VCTC will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
  - d. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

- B. Federal Water Pollution Control Act. CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
  - e. CONTRACTOR agrees to report each violation to the VCTC and understands and agrees that VCTC will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
  - f. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

#### H. COMPLIANCE WITH FEDERAL LAW, REGULATION, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the Agreement. CONTRACTOR will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives as currently applicable and as may be amended from time to time whether or not specifically referenced herein.

#### I. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT COMPLIANCE

- A. Overtime requirements. No CONTRACTOR or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the CONTRACTOR and any Subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such CONTRACTOR and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages.
- C. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.
- D. Withholding for unpaid wages and liquidated damages. VCTC shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or Subcontractor under any such contract or any other Federal contract with the same prime CONTRACTOR, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime CONTRACTOR, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- E. Subcontracts. CONTRACTOR or Subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause

requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

F. Safety. The requirements of 40 U.S.C. 3704 are applicable to the work under this Agreement. These requirements provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. CONTRACTOR shall ensure that the work is completed under sanitary and safe conditions.

#### J. COPYRIGHT AND DATA RIGHTS

The CONTRACTOR grants to VCTC, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the Agreement but not first produced in the performance of this Agreement, the Contractor will identify such data and grant to the VCTC or acquires on its behalf a license of the same scope as for data first produced in the performance of this Agreement. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Agreement, the CONTRACTOR will deliver to VCTC data first produced in the performance of this Agreement and data required by the Agreement but not first produced in the performance of this Agreement in formats acceptable by VCTC.

#### K. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. CONTRACTOR agrees that 48 CFR 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.
- B. The CONTRACTOR also agrees to comply with Federal procedures in accordance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to the CONTRACTOR that are determined by subsequent audit to be unallowable under 48 CFR 31 or 2 CFR 200 are subject to repayment by the CONTRACTOR to VCTC.
- D. When a CONTRACTOR or Subcontractor is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

#### L. DEBARMENT AND SUSPENSION

- A. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to and hereby does verify that none of the CONTRACTOR's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B. CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

- C. CONTRACTOR's certification pursuant to this section is a material representation of fact relied upon by VCTC. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to VCTC, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. CONTRACTOR certifies that CONTRACTOR has complied with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while its bid offer was valid and shall comply throughout the period of this Agreement. CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### M. DHS SEAL, LOGO, AND FLAGS

CONTRACTOR shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

#### N. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, CONTRACTOR agrees as follows:

- A. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, ancestry, religion, creed, age, disability, sex, gender, sexual orientation, gender identity, gender expression, medical condition, genetic information, marital status, military status, veteran status, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their status under the aforementioned categories. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, ancestry, religion, creed, age, disability, sex, gender, sexual orientation, gender identity, gender expression, medical condition, genetic information, marital status, military status, veteran status, or national origin.
- C. CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with CONTRACTOR's legal duty to furnish information.
- D. CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of CONTRACTOR's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- E. CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. CONTRACTOR will include the portion of the sentence immediately preceding paragraph and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:
  - a. *Provided*, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the administering agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.
  - b. VCTC will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally or state assisted construction work: Provided, that if the applicant so participating is a State, Territorial, or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
  - c. VCTC will assist and cooperate actively with the administering federal agency and the Secretary of Labor in obtaining the compliance of CONTRACTORs and Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
  - d. VCTC agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a CONTRACTOR debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon CONTRACTORs and Subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, VCTC agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from

extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### O. EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

- A. For purchase of any item, service, or consulting work not covered in CONTRACTOR's approved Cost Proposal and exceeding five thousand dollars (\$5,000), with prior authorization by VCTC's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.
- B. Any equipment purchased with funds provided under the terms of this Agreement is subject to the following:
  - a. CONTRACTOR shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, VCTC shall receive a proper refund or credit at the conclusion of the Agreement, or if the Agreement is terminated, CONTRACTOR may either keep the equipment and credit VCTC in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established VCTC procedures; and credit VCTC in an amount equal to the sales price. If CONTRACTOR elects to keep the equipment, fair market value shall be determined at CONTRACTOR's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by VCTC and CONTRACTOR, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by VCTC.
  - b. Regulation 2 CFR 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars (\$5,000) is credited to the project.

#### P. FALSE OR FRAUDULENT CLAIMS TO FEDERAL GOVERNMENT

The CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR's actions pertaining to this contract.

#### Q. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the VCTC, CONTRACTOR, or any other party pertaining to any matter resulting from the Agreement.

# R. PROCUREMENT OF RECOVERED MATERIALS/DOMESTIC PREFERENCES FOR PROCUREMENTS.

- A. In the performance of this Agreement, CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired
  - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
  - b. Meeting contract performance requirements; or

- c. At a reasonable price.
- B. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.
- C. CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.
- D. In the performance of this Agreement, as appropriate and to the extent consistent with law, the non-Contractor shall, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this Agreement.

# S. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

A. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

#### B. Prohibitions.

- a. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- b. Unless an exception in paragraph (c) of this clause applies, the CONTRACTOR and its Subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
  - Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
  - Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
  - iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
  - iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

#### C. Exceptions.

- a. This clause does not prohibit CONTRACTORs from providing
  - i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or Contract Provisions Guide 28
  - Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- b. By necessary implication and regulation, the prohibitions also do not apply to:
  - i. Covered telecommunications equipment or services that:
    - 1. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system.
  - ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

#### D. Reporting requirement.

- a. In the event the CONTRACTOR identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the CONTRACTOR is notified of such by a Subcontractor at any tier or by any other source, the CONTRACTOR shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- b. The CONTRACTOR shall report the following information pursuant to paragraph (d)(1) of this clause:
  - i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
  - ii. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the CONTRACTOR shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- E. Subcontracts. The CONTRACTOR shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments

#### T. RETENTION OF RECORD/AUDITS

A. For the purpose of determining compliance with Gov. Code § 8546.7, the CONTRACTOR, Subcontractors, and VCTC shall maintain all books, documents, papers, accounting records. Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the Agreement including, but not limited to, the costs of administering the Agreement, All parties, including the CONTRACTOR's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement and records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition. VCTC, Caltrans Auditor, FEMA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONTRACTOR, Subcontractors, and the CONTRACTOR's Independent CPA, that are pertinent to the Agreement for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation, CONTRACTOR agrees to permit any of the above-listed parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

#### **U. STATE PREVAILING WAGE RATES**

- A. No CONTRACTOR or Subcontractor may be awarded an Agreement containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.
- B. The CONTRACTOR shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this Agreement are available and on file with the Department of Transportation's Regional / District Labor Compliance Officer (https://dot.ca.gov/programs/construction/labor-compliance). These wage rates are made a specific part of this Agreement by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at VCTC construction sites, at VCTC facilities and at off-site locations that are set up by the construction CONTRACTOR or one of its Subcontractors solely and specifically to serve VCTC projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.
- C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at http://www.dir.ca.gov.

#### D. Payroll Records

- a. Each CONTRACTOR and Subcontractor shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONTRACTOR or Subcontractor in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
  - i. The information contained in the payroll record is true and correct.
  - ii. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.

- b. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONTRACTOR under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by VCTC representatives at all reasonable hours at the principal office of the CONTRACTOR. The CONTRACTOR shall provide copies of certified payrolls or permit inspection of its records as follows:
  - A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
  - ii. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of VCTC, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to VCTC, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONTRACTOR.
  - iii. The public shall not be given access to certified payroll records by the CONTRACTOR. The CONTRACTOR is required to forward any requests for certified payrolls to the VCTC Contract Administrator by both email and regular mail on the business day following receipt of the request.
- c. Each CONTRACTOR shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
- d. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by VCTC shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONTRACTOR or Subcontractor performing the work shall not be marked or obliterated.
- e. The CONTRACTOR shall inform VCTC of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
- f. The CONTRACTOR or Subcontractor shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONTRACTOR or Subcontractor fails to comply within the ten (10) day period, he or she shall, as a penalty to VCTC, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by VCTC from payments then due. CONTRACTOR is not subject to a penalty assessment pursuant to this section due to the failure of a Subcontractor to comply with this section.
- E. When prevailing wage rates apply, the CONTRACTOR is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the VCTC Contract Administrator.

#### F. Penalty

a. The CONTRACTOR and any of its Subcontractors shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONTRACTOR and any Subcontractor shall forfeit to the VCTC a penalty of not more than two hundred dollars (\$200) for each calendar

- day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the Agreement by the CONTRACTOR or by its Subcontractor in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.
- b. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONTRACTOR or Subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the CONTRACTOR or Subcontractor in meeting their respective prevailing wage obligations, or the willful failure by the CONTRACTOR or Subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONTRACTOR or Subcontractor had knowledge of the obligations under the Labor Code. The CONTRACTOR is responsible for paying the appropriate rate, including any escalations that take place during the term of the Agreement.
- c. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONTRACTOR or Subcontractor.
- d. If a worker employed by a Subcontractor on a public works project is not paid the general prevailing per diem wages by the Subcontractor, the prime Consultant of the project is not liable for the penalties described above unless the prime CONTRACTOR had knowledge of that failure of the Subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime CONTRACTOR fails to comply with all of the following requirements:
  - i. The Agreement executed between the CONTRACTOR and the Subcontractor for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
  - ii. The CONTRACTOR shall monitor the payment of the specified general prevailing rate of per diem wages by the Subcontractor to the employees by periodic review of the certified payroll records of the Subcontractor.
  - iii. Upon becoming aware of the Subcontractor's failure to pay the specified prevailing rate of wages to the Subcontractor's workers, the CONTRACTOR shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subcontractor for work performed on the public works project.
  - iv. Prior to making final payment to the Subcontractor for work performed on the public works project, the CONTRACTOR shall obtain an affidavit signed under penalty of perjury from the Subcontractor that the Subcontractor had paid the specified general prevailing rate of per diem wages to the Subcontractor's employees on the public works project and any amounts due pursuant to Labor Code §1813.
- G. Pursuant to Labor Code §1775, VCTC shall notify the CONTRACTOR on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subcontractor has failed to pay workers the general prevailing rate of per diem wages.
- H. If VCTC determines that employees of a Subcontractor were not paid the general prevailing rate of per diem wages and if VCTC did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONTRACTOR shall withhold an amount of moneys due the Subcontractor sufficient to pay those employees the general prevailing rate of per diem wages if requested by VCTC.

I. To the extent applicable, CONTRACTOR must ensure compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, CONTRACTOR shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, CONTRACTOR shall pay wages not less than once a week.

#### ATTACHMENT D

#### TARGET FIRM PROVISIONS AND FORMS

(PROVIDED IN A SEPARATE DOCUMENT)

#### **ATTACHMENT E**

# PREVAILING WAGE DETERMINATION (PROVIDED IN A SEPARATE DOCUMENT)

#### ATTACHMENT F

#### **VCTC PROTEST PROCEDURES**

#### **RESOLUTION 91-05**

# A RESOLUTION OF THE VENTURA COUNTY TRANSPORTATION COMMISSION ADOPTING CONTRACT PROTEST PROCEDURES

#### SECTION I.

## THE VENTURA COUNTY TRANSPORTATION COMMISSION DOES HEREBY DETERMINE AND FIND AS FOLLOWS:

- A. The Ventura County Transportation Commission (hereinafter, "VCTC") does from time to time solicit bids from contractors for work and/or proposals for professional services; and
- B. There is a potential that an Interested Party (as defined in Section II.A, below), may at some time wish to protest the determinations hereinafter set forth as protestable; and
- C. It is in the interest of the health, safety, and general welfare of the residents of Ventura County and potential Interested Parties that the Commission establish procedures for protests to contracts awarded by, and bids or proposals on contracts received by VCTC, as hereinafter set forth:

#### SECTION II.

# NOW, THEREFORE, THE VENTURA COUNTY TRANSPORTATION COMMISSION DOES HEREBY RESOLVE AS FOLLOWS:

#### A. 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
- 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.
- 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.

#### B. 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, 950 County Square Drive, Suite 207, Ventura, California, 93003, 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.

# C. 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 section 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.

#### D. 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 third-party consulting services when necessary to investigate a protest. The Executive Director may negotiate with the protestor and other interested parties for 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.

#### E. 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:
- 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. Give 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.

#### F. VCTC CONSIDERATION

- 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 reasonably 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 a decision which shall be made pursuant to the procedures outlined in this Section.

SPBL-2025-01

# SESPE CREEK OVERFLOW RAILROAD BRIDGE REPAIR

**EXHIBIT 1**PROJECT SPECIFIC SPECIFICATIONS



# SANTA PAULA BRANCH LINE SESPE CREEK OVERFLOW RAILROAD BRIDGE REPAIR SPBL-2025-01

VENTURA COUNTY TRANSPORTATION COMMISSION

**Project Specific Specifications** 

Issued April 04, 2025

PREPARED BY



RAILPROS, INC. 250 Commerce, Suite 200, Irvine, CA 92602 (714) 734-8765

## 01 01 05 CERTIFICATIONS PAGE

We hereby certify that these Contract Documents have been prepared by us or under our direct supervision in accordance with the rules and regulations governing the Architects and Engineers practicing in the State of California.



**General Specifications, Division 01, 03, 05, 09, 10, 12, 31, 32, 33,** RailPros, Inc. 250 Commerce, Suite 200, Irvine, CA 92602



Track Design – Specifications 34
RailPros, Inc.
250 Commerce, Suite 200,
Irvine, CA 92602

## 01 01 10 TABLE OF CONTENTS

## VENTURA COUNTY TRANSPORTATION COMMISSION SEPSE CREEK OVERFLOW RAILROAD BRIDGE REPAIR

## PROJECT SPECIFIC SPECIFICATIONS

All SCRRA standard specifications are hereby included in this contract that are currently posted on SCRRA's Engineering and Construction website:

https://metrolinktrains.com/about/agency/engineering--construction/

Any mention of SCRRA as the Authority or Railroad Owner shall be interpreted as referring to Ventura County Transportation Commission (VCTC). Any mention of Metrolink as the Railroad Operator shall be interpreted as referring to Sierra Northern Railway (SERA).

The following are modifications, supplemental, or standard sections to the 2022 SCRRA Standard Specifications:

Note: The <u>TYPE</u> column indicates whether the section is an existing Standard (STD) specification section, a Modification (MOD) of an existing SCRRA Standard Specification section, a Replacement (REP) Specification section, or a Supplemental (SUP) Specification section. The Section Included column indicates whether the Specification section is included (Y) or excluded (N) from this Contract Document.

SECTION NO.	DESCRIPTION	TYPE	SECTION INCLUDED
<b>DIVISION 01</b>	GENERAL REQUIREMENTS		
01 11 13	Work Covered by Contract Documents	MOD	Υ
01 11 15	Definition of Terms and Reference Standards	MOD	Υ
01 11 16	Work by VCTC	MOD	Υ
01 14 00	Work Restrictions	MOD	Υ
01 14 16	Coordination with SCRRA	STD	Υ
01 14 19	Coordination with Utilities	STD	Υ
01 21 00	Allowances		Υ
01 21 01	Mandatory Owner Options		Υ
01 22 00	Unit Prices		Υ
01 22 05	Lump-Sum Prices		Υ
01 23 50	Time-Related Overhead	STD	Υ
01 24 13	Value Engineering Change Proposals (VECP)	STD	Υ
01 25 00	Substitution Procedures	STD	Υ
01 26 14	Request for Information		Υ
01 29 73	Schedule of Values		Υ
01 31 00	Project Management and Coordination		Y
01 31 19	Partnering		Υ
01 31 99	Period of Performance	STD	Υ

01 32 17	Construction Project Schedule	MOD	Υ
01 32 33	Photographic Documentation	STD	Υ
01 33 00	Submittal Procedures	STD	Υ
01 35 15	Maintenance and Protection of Railroad Traffic	STD	Υ
01 35 23	Site Safety Requirements	STD	Υ
01 35 44	Environmental Safety and Health Program	STD	Υ
01 35 91	Historic Treatment Procedures	STD	Υ
01 40 00	Quality Requirements	STD	Υ
01 43 23	Contractor Qualifications and Requirements	STD	Υ
01 55 26	Maintenance and Protection of Roadway Traffic	MOD	Υ
01 56 37	Worksite Security Requirements	STD	Υ
01 56 38	Bird Protection	MOD	Υ
01 56 39	Temporary Tree and Plant Protection	STD	Υ
01 57 19	Temporary Environmental Controls	MOD	Υ
01 60 00	Product Requirements	STD	Υ
01 64 00	Authority Furnished Materials and Equipment	STD	Υ
01 71 13	Mobilization, Demobilization, and Controls	STD	Υ
01 71 23	Field Engineering	STD	Υ
01 74 19	Construction Waste Management and Disposal	STD	Υ
01 77 00	Substantial Completion	STD	Υ
01 77 19	Project Closeout	STD	Υ
01 78 23	Operation and Maintenance Data	STD	Υ
01 78 36	Warranties and Guarantees	STD	Υ
01 78 39	Project Record Documents	MOD	Υ
01 79 00	Demonstration and Training	STD	Υ
01 91 13	General Commissioning Requirements	STD	Υ
DIVISION 03	CONCRETE		
03 21 00	Reinforcing Steel	STD	Υ
03 31 00	Structural Concrete	STD	Υ
DIVISION 04	MASONRY		
04 22 00	Concrete Unit Masonry	STD	Ν
04 22 10	Environmental Paving	STD	N
DIVISION 05	METALS		
05 12 23	Structural Steel	STD	Υ
05 52 00	Hand Rails and Railing	STD	Υ
05 52 10	Pedestrian Swing Gates	STD	N
05 53 00	Metal Grating	STD	N
05 55 00	Miscellaneous Metals	STD	Υ
DIVISION 09	FINISHES		
09 61 50	Detectable Warning Tactile	STD	N
09 90 00	Painting and Coating	STD	Υ

09 96 23	Graffiti-Resistant Coating	MOD	Υ
DIVISION 10	SPECIALTIES		
10 14 53	Roadway Signs	STD	N
10 14 55	Railroad Signage	STD	Υ
DIVISION 12	FURNISHINGS		
12 67 23	Benches and Trash Containers	STD	N
DIVISION 26	ELECTRICAL		
26 05 00	Basic Electrical Materials and Methods	STD	N
26 05 43	Electric: Exterior Underground	STD	N
26 05 50	Overcurrent Protection Devices	STD	N
26 06 00	Grounding and Bonding	STD	N
26 07 10	Seismic Controls for Electric Works	STD	N
26 07 50	Electrical Identifications	STD	N
26 08 00	Electrical Testing	STD	N
26 12 00	Conductors and Cables - Low Voltage	STD	N
26 13 00	Conduits, Raceways, and Boxes	STD	N
26 14 00	Wiring Devices	STD	N
26 28 00	Overcurrent and Short Circuit Protection Devices	STD	N
26 28 16	Safety Switches	STD	N
26 28 90	Transient Voltage Suppression	STD	N
26 41 00	Enclosed Switches and Circuit Breakers	STD	N
26 42 00	Enclosed Controllers	STD	N
26 44 10	Switchboards	STD	N
26 44 20	Service Pedestals and Panelboards	STD	N
26 46 00	Dry Type Transformers (66 V and Less)	STD	N
26 50 00	Interior and Exterior Lighting	STD	N
<b>DIVISION 28</b>	ELECTRONIC SAFETY AND SECURITY		
28 13 00	Access Control System (ACS)	STD	N
28 23 00	Video Surveillance System (VSS)	STD	N
<b>DIVISION 29</b>	CUSTOMER INFORMATION SYSTEM (CIS)		
29 00 00	Summary of Work (CIS)	STD	N
29 00 20	Standards, Abbreviations, and Definitions (CIS)	STD	N
29 10 60	Power Distribution Testing and Commissioning	STD	N
29 20 20	Communications Services	STD	N
29 20 60	System Testing and Commissioning		N
<b>DIVISION 31</b>	EARTHWORK		
31 11 00	Site Clearing	STD	Υ
31 11 50	Demolition, Cutting and Patching	STD	Υ
31 20 00	Earthwork	MOD	Υ
31 20 50	Removal and Disposal of Contaminated Soils	STD	Υ
31 50 00	Excavation Support	MOD	Υ

DIVISION 32	EXTERIOR IMPROVEMENTS		
32 12 00	Hot Mix Asphalt (HMA) Pavement	STD	N
32 16 00	Curbs, Gutters, and Sidewalks	STD	N
32 17 23	Pavement Markings	STD	N
32 31 13	Chain Link Fencing and Gates	STD	N
32 31 16	Welded Wire Fencing and Gates	STD	N
32 31 19	Tubular Steel Fencing and Gates	STD	N
32 32 16	Gravity Block Retaining Walls	STD	N
32 32 20	MSE Retaining Walls	STD	Υ
32 80 00	Irrigation System	STD	N
32 90 00	Landscaping	STD	N
32 91 00	Soil Erosion, Sediment Control, Top Soiling and Seeding	MOD	Υ
<b>DIVISION 33</b>	UTILITIES		
33 05 23	Steel Casing	STD	Υ
33 42 00	Culvert and Drainage Pipe	STD	N
33 46 00	Underdrains	STD	N
<b>DIVISION 34</b>	TRANSPORTATION		
	TRACK MATERIALS		
34 11 10	Continuous Welded Rail (CWR)	STD	N
34 11 11	Jointed Rail		Υ
34 11 15	Other track Materials (OTM)		Υ
34 11 23	Special Trackwork		N
34 11 26	Ballast	STD	Υ
34 11 27	Sub-Ballast and Aggregate Base		Υ
34 11 33	Concrete Railroad Ties	STD	N
34 11 34	Wood Railroad Ties	STD	Υ
34 11 36	Elastic Rail Fasteners	STD	N
34 11 40	Precast Concrete Grade Crossing Panels	STD	Ν
	RAILROAD SIGNALS		
34 42 00	General Signal Requirements	STD	N
34 42 10	Coordination with SCRRA Procurement Contractor	STD	N
34 42 16	Signal Wires and Cables	STD	N
34 42 18	Conduits and Pull Boxes	STD	N
34 42 25	Signal Fiber Network		N
34 42 38	Interlocking Controls		N
34 42 40	Solid-State Coded Track Circuits		N
34 42 42	Signal Layout, Structures and Foundations		N
34 42 43	Electric Switch Lock Layouts		N
34 42 44	Relays	STD	N
34 42 46	Signal Equipment Houses		Ν
34 42 48	Power Switch and Lock Movement	STD	N

34 42 50	Switch Circuit Controller	STD	N
34 42 52	Rectifiers, Batteries, and Battery Charging Equipment	STD	N
34 42 54	Rail Bonding	STD	Υ
34 42 56	Signal Grounding	STD	N
34 42 58	Signal System Testing	STD	N
34 42 60	Signal Systems Miscellaneous Products	STD	N
34 42 62	Service Meters	STD	N
34 42 64	Highway-Rail Grade Crossing Warning Systems	STD	N
34 42 66	Dragging Equipment Detectors	STD	N
34 42 70	Wayside Signal Assemblies	STD	N
34 42 75	Positive Train Control Wayside Equipment	STD	N
	RAILROAD COMMUNICATIONS		
34 44 00	Railroad Communications Requirements	STD	N
34 44 05	Communications Basic Equipment, Materials, and Methods	STD	N
34 44 10	Prefabricated Communications Shelter	STD	N
34 44 20	Communications Wire and Cable	STD	N
34 44 50	Customer Information Systems	STD	N
34 44 70	Wide Area Network		N
34 44 95	Data Radio Network	STD	N
	HIGHWAY-RAIL GRADE CROSSINGS		
34 71 50	Highway-Rail Grade Crossings	STD	N
	TRACK CONSTRUCTION		
34 72 00	Trackwork	MOD	Y
34 72 20	Track Shifting, Relocation and Resurfacing	STD	N
34 72 30	Field Welding Rail	STD	N
34 72 40	Track Collector Pan System	STD	N
	Railroad Bridges		
34 80 11	Stone Revetment (Riprap)	STD	Y
34 80 21	Piling	STD	Υ
34 80 22	Cast-In-Drilled Hole (CIDH) Piles	STD	Y
34 80 23	Subdrainage System for Railroad Bridges and Retaining Walls		Y
34 80 31	Bridge Deck Drainage System		Υ
34 80 32	Adhered Elastomeric Waterproofing for Railroad Bridges		Υ
34 80 33	Hot Mix Asphalt (HMA) for Bridges		Υ
34 80 43	Precast and Prestressed Concrete for Bridges		Υ
34 80 51	Structural Steel for Railroad Bridges	STD	Υ
34 80 52	Metal Fabrications for Railroad Bridges	STD	Υ
34 80 53	Steel Handrails for Railroad Bridges	STD	Υ
34 80 61	Painting and Protective Coating for Bridges	STD	Υ

**END OF SECTION 01 01 10** 

#### **SECTION 01 11 13**

#### WORK COVERED BY THE CONTRACT DOCUMENTS

The following are modifications to the SCRRA Standard Specifications:

## MODIFY paragraph 1.02 E:

E. Any construction staging plans or details are not meant to be contradictory to the requirements set forth in the contract documents. It is the responsibility of the Contractor to schedule and coordinate the construction activities at each site, using the Site-Specific Work Plan (SSWP) process. Tracks may be taken are out of service for planned activities through the SSWP process. The Contractor shall incorporate into its SSWP the necessary Authority provided signal maintenance support. No red or other restrictive signals or signal-related train bulletins shall be allowed outside of the approved work windows and as approved in the SSWP (see also Section 01 14 00 "Work Restrictions").

**END OF SECTION 01 11 13** 

#### **SECTION 01 11 15**

#### **DEFINITION OF TERMS AND REFERENCE STANDARDS**

The following are modifications to the SCRRA Standard Specifications:

## REPLACE paragraph 1.02 A.5 with the following:

5. Authority: The Authority is the Ventura County Transportation Commission (VCTC), also known as the Commission.

## MODIFY paragraph 1.02 A.32 with the following:

32. Employee-in-Charge (EIC): When used in these specifications, Roadway Worker in Charge (RWIC) will replace all locations where Employee-In-Charge (EIC) is stated. See RWIC. The Employee-In-Charge is designated by the Operator to provide train protection for one or more work groups as per the Sierra Northern Roadway Worker Protection Manual.

## MODIFY paragraph 1.02 A.33 with the following:

33. Engineer: The designer of the contract documents. When used in these specifications, Engineer shall mean the Resident Engineer and/or Construction Manager representing VCTC.

## MODIFY paragraph 1.02 A.49 with the following:

49. Maintenance of Way Operating Rules (MOWOR): When used in these specifications, MOWOR will replace SCRRA General Code of Operating Rules it is understood that the track is out of service for the duration of the construction of the project.

## REPLACE paragraph 1.02 A.50 with the following:

50. Maintenance-of-Way Safety Rules (MOWSR): When used in these specifications, Sierra Northern Roadway Worker Protection Manual will replace all locations where SCRRA Maintenance-of-Way Safety Instructions is stated. If a particular section of the old MOWSI was called out, Contractor shall review the new Sierra Northern Roadway Worker Protection Manual for the updated section reference.

## REPLACE paragraph 1.02 A.64 with the following:

64. Railroad Operators: Any passenger or freight related railroad companies, including Sierra Northern Railway (SERA) or any railroad operating over the VCTC track(s).

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## MODIFY paragraph 1.02 A.75 with the following:

75. Roadway Worker in Charge (RWIC): The Roadway Worker in Charge designated by the Authority to provide train protection for one or more work groups as per the SCRRA On-Track Safety Manual for Roadway Workers. When used in these specifications, Employee-in-Charge (EIC) will replace all locations where Roadway Worker in Charge (RWIC) is stated. See EIC.

## REPLACE paragraph 1.02 A.76 with the following:

76. Roadway Worker On-Track Safety Manual (or Instructions): When used in these specifications, Sierra Northern Roadway Worker Protection Manual will replace all locations where SCRRA Roadway Worker On-Track Safety Manual (or Instructions) or Sierra Northern Roadway Worker Protection Manual is stated. If a particular section of the old Sierra Northern Roadway Worker Protection Manual (or Instructions) was called out, Contractor shall review the new Sierra Northern Roadway Worker Protection Manual manuals for the updated section reference.

## <u>DELETE</u> the following from paragraph 1.02 A.91:

91. Subgroup Coordinator: The Subgroup Coordinator assists the RWIC by overseeing a subgroup of 10+ workers are in a different area or if workers are spread out. The Subgroup Coordinator must have a job safety briefing with the RWIC before any member of the subgroup fouls the track and each time the condition change. The Subgroup Coordinator must use the information received during the job safety briefing with the RWIC to job brief each member of the subgroup. The Subgroup Coordinator must job brief each member of the subgroup before fouling the track and each time conditions change.

#### REPLACE paragraph 1.03 B with the following:

B. Railroad, Agency, and Organization Abbreviations:

CITY	City of Fillmore
COUNTY	Ventura County Public Works
SCRRA	Southern California Regional Rail Authority
SERA	Sierra Northern Railway
SPBL	Santa Paula Branch Line
UPRR	Union Pacific Railroad
VCTC	Ventura County Transportation Commission
WPD	Ventura County Watershed Protection District

#### **END OF SECTION 01 11 15**

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#### **SECTION 01 11 16**

The following are modifications to the SCRRA Standard Specifications:

#### **WORK BY VCTC**

## REPLACE paragraph 1.04 with the following:

#### 1.04 AUTHORITY FURNISHED LABOR

- A. Track will be out of service for the duration of construction and if deemed necessary by the Operator, the Operator may elect to provide a 49 CFR Part 213.7 qualified personnel to monitor the interface between the Contractor's work and train movements and facilitate temporary rearrangements or tracks out of service. The Contractor shall include requests for Authority furnished labor in his Site Specific Work Plan (SSWP), which shall be prepared and submitted in accordance with Section 01 14 00 which identifies "Work Restrictions," the Contractor's Responsibilities and Key Definitions for "Operating Envelope," "Operating System," and "Work Windows" to determine the conditions for which Authority furnished labor is utilized. The allocation of the number of Authority furnished EICs is subject to the following:
  - 1. Roadway Worker Protection (RWP)
    - a. If an EIC is deemed necessary by the Operator, the Contractor shall schedule and establish its work limits within the range of vision of the assigned EIC.
  - 2. The Authority does not expressly or by implication agree, warrant, or guarantee that the Contractor's request for additional EICs will be approved, or that the resources will be available. Contractor to perform work is responsible for all testing required per their accepted program.

## REPLACE Part 3 with the following:

#### PART 3 - EXECUTION:

- A. As further described in Section 01 14 00, Work Restrictions, the Authority will arrange for an EIC based upon the approved SSWP and if deemed necessary by the Operator.
- B. The Contractor's EIC must be certified with the Operator's Contractor Safety Certification. Allow 5 Working Days from the request to the Operator for safety training to be arranged.
- C. Contractor shall provide notice of required EICs 15 days in advance of the Work.
- D. Flagging service is dependent on EIC availability and may require a minimum of 15 working days prior to beginning work. Prior notification of flagging services does not guarantee the availability of the flagger for the proposed date of work.

SECTION 01 11 16 Work by VCTC

## DELETE paragraph 4.01A:

#### PART 4 - MEASUREMENT AND PAYMENT

#### 4.01 MEASUREMENT

A. Authority provided RWIC will be measured by the unit or fraction thereof furnished and completed in accordance with the Contract Documents and as measured by the Engineer. The quantities as contained on the Schedule of Quantities and Prices, or approved schedule of values, as applicable, as derived from the Plans will be used as the basis for this measurement.

## REPLACE 4.02 with the following

## 4.02 PAYMENT

A. VCTC will provide the contractor, through Sierra Northern Railway (SERA), with the services of an EIC at no cost to the contractor.

**END OF SECTION 01 11 16** 

#### **SECTION 01 14 00**

## **WORK RESTRICTIONS**

The following are modifications to the SCRRA Standard Specifications:

ADD the following to the end of paragraph 1.08:

#### 1.08 CONTRACTOR USE OF WORKSITE

- N. The Contractor shall comply with the seasonal work restrictions as specified in the regulatory permits.
- O. No work or access inside the creek channel is allowed during the wet season, November 1 through March 31. Construction activities inside the creek channel are restricted to the dry season, defined as the period when water levels are naturally low, with minimal to no flow in water bodies.

## <u>DELETE</u> paragraph 1.11 D.2:

2. At least 30 calendar days prior to the start of work for work involving signal or third-party installation.

## **DELETE** paragraph 1.12 A.6:

6. When not in use, materials and equipment shall not be piled, stored, or parked, closer than 20 feet horizontally from the centerline of the nearest operating track, or within 250 feet of an open public grade crossing.

**END OF SECTION 01 14 00** 

#### **SECTION 01 23 01**

#### MANDATORY OWNER OPTIONS

The following are supplemental to the SCRRA Standard Specifications:

## **PART 1 - GENERAL**

#### 1.01 SUMMARY

This Section includes administrative and procedural requirements for MANDATORY OWNER OPTIONS which are amount(s) proposed by the Owner or VCTC and stated on the Schedule of Quantities and Prices for specific Work defined in the bidding requirements. Mandatory Owner Options may be added to or deducted from the base bid amount if, at its sole discretion, the Authority decides to exclude an option, either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.

#### 1.02 RELATED REQUIREMENTS

- A. Section 01 22 00, Unit Prices
- B. Section 01 22 05, Lump-Sum Prices

#### 1.03 PROCEDURES

- A. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the option into the Project.
- B. As part of each option, include miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation, whether or not indicated as part of the option.
- C. Immediately following award of the Contract, request clarification from VCTC in writing, of the status of each option indicating if options have been excluded, or deferred for later consideration..
- D. Authority reserves the right to include or exclude any option, in any order, and to award or amend the Contract accordingly.
- E. Execute accepted options under the same conditions as other work of the Contract. Quantity allowances include all costs of materials, labor, equipment, overhead, profit, all taxes, and all other charges for the work. In the event a lesser or greater quantity of the item or work described is used in the Work, the Contract Price shall be adjusted in accordance with the unit prices described in the Schedule of Quantities and Prices.
- F. Specification Sections referenced in the Schedule of Quantities and Prices contain requirements for materials, installation and quality necessary to achieve the Work described under each option.

## PART 2 - PRODUCTS (NOT USED)

## **PART 3 - EXECUTION (NOT USED)**

## **PART 4 - MEASUREMENT AND PAYMENT**

Work of this Section is considered incidental to Work under other payment items and no separate measurement or payment will be made to the Contractor for Work of this Section.

## END OF SECTION 01 23 01

#### **SECTION 01 32 17**

## **CONSTRUCTION PROJECT SCHEDULE**

The following are modifications to the SCRRA Standard Specifications:

MODIFY paragraphs 1.06 C and D

## 1.06 SUBMITTAL DETAILS

- A. Each submittal of Baseline, Preliminary and Progress Schedules shall include the elements listed herein.
- B. Electronic Data: Electronic transmittal, in PDF format, containing schedule, schedule data, and narrative. Schedule data shall be saved in P6 (.xer) format and shall contain all files of the schedule that can be restored by VCTC for its evaluation and analysis.
  - 1. Tabular Reports: Electronic data submitted shall be sufficient to enable the Authority to generate the following tabular reports: Report sorted by activity number, report sorted by early start, and report sorted by total float. Data shall include the following items for each activity: activity number, description of what is to be accomplished and where, codes, duration, milestones, predecessor and successor logic, early start, early finish, late start, late finish, total float and free float.
- C. Gantt Activity Bar Charts: Show activities grouped by work areas and sorted by early start. Submit three (3) hard copies, 11 by 17 inch, and electronic copies, 34 inches by 44 inches.
- D. Narrative Reports: Submit electronic copies.

**END OF SECTION 01 32 17** 

#### **SECTION 01 55 26**

#### MAINTENANCE AND PROTECTION OF ROADWAY TRAFFIC

The following are modifications to the SCRRA Standard Specifications:

ADD to paragraph 1.06 with the following:

## 1.06 DETOUR COORDINATION AND APPROVAL

Detour: In no case shall traffic be diverted from the existing traveled way without prior approval of the Authority and appropriate municipalities and local agencies. The following representatives of appropriate local agencies shall be notified 48 hours in advance of any detour or construction activities:

City Civil

Engineer/Field

Inspector/Traffic

Engineer

Police Department (give location and duration)

Fire Department

**Transit Buses** 

Detour striping will not be permitted on any finish course of asphalt concrete pavement.

In the case where a traffic detour is requested by the Contractor, the County will limit the time window of the detour (e.g., lane closures) to nighttime only. Note: Old Telegraph Road is the main route used by local residents to leave and enter the City of Fillmore.

**END OF SECTION 01 55 26** 

#### **SECTION 01 56 38**

## **BIRD PROTECTION**

The following are modifications to the SCRRA Standard Specifications:

ADD the following to the end of paragraph 3.01:

#### 3.01 PROCEDURE

- C. Pre-construction surveys for the Burrowing Owl should be conducted no more than 3 days prior to commencement of Project-related ground disturbance to verify that Burrowing Owl remain absent from the Project Area.
- D. To avoid impacts to nesting birds (common and special status) during the nesting season, a qualified Avian Biologist shall conduct pre-construction nesting bird surveys prior to Project-related disturbance to suitable nesting areas to identify any active nests. If no active nests are found, no further action is required. If an active nest is found, the biologist shall set appropriate no-work buffers around the nest which would be based upon the nesting species, its sensitivity to disturbance, nesting stage and expected types, intensity and duration of disturbance. The nest(s) and buffer zones shall be field checked weekly by a qualified biological monitor. The approved no-work buffer zone shall be clearly marked in the field, within which no disturbance activity should commence until the qualified biologist has determined the young birds have successfully fledged and the nest is inactive.

**END OF SECTION 01 56 38** 

#### **SECTION 01 57 19**

#### **TEMPORARY ENVIRONMENTAL CONTROLS**

The following are modifications to the SCRRA Standard Specifications:

ADD the following to paragraph 1.02:

## 1.02 RELATED REQUIREMENTS

- A. Section 01 35 44, Environmental Safety and Health Program
- B. Section 01 71 13, Mobilization, Demobilization and Controls
- C. Sespe Creek Overflow Bridge Repair Best Management Practices
- D. Sespe Creek Overflow Bridge Repair Cultural Resources Memorandum

ADD the following to paragraph 1.03:

## 1.03 REGULATIONS

The Contractor shall comply with all pertinent regulations including the following:

- A. State of California requirements relating to Air Resources Board (CARB), Code of Regulations (CCR), Health and Safety Code (CHSC), Regional Water Quality Control Board, and the Water Resources Control Board (SWRCB).
- B. Federal Code of Federal Regulations (CFR),
- C. U.S. Environmental Protection Agency (EPA), National Pollutant Discharge Elimination system (NPDES).
- D. The Federal Occupational Safety and Health Act (OSHA) and the California Occupational Safety and Health Act (CAL/OSHA).
- E. South Coast Air Quality Management District (SCAQMD).
- F. The Clean Water Act, Section 404, 33 USC 1344 and Clean Water Act (CWA) Section 401 Water Quality Certifications.
- G. The National Historic Preservation Act (Section 106).

#### **END OF SECTION 01 57 19**

#### **SECTION 01 78 39**

#### PROJECT RECORD DOCUMENTS

The following are modifications to the SCRRA Standard Specifications:

ADD the following to paragraph 4.01:

#### **PART 4 - MEASUREMENT AND PAYMENT**

## 4.01 BASIS OF PAYMENT

- A. Work of this Section is considered incidental to Work under other payment items and no separate measurement or payment will be made to the Contractor for Work of this Section. As-Built drawings and photographs will be reviewed each month and the monthly progress payment will only be approved and processed if the Contractor is found by the Authority to be in conformance with the requirements of this Section.
- B. If the Contractor does not provide both the As-Built Summary and Record Documents for Authority review, the Contractor's final pay request or other applicable progress payment request may be withheld until proper as-built and record documents are provided.
- C. If the Contractor does not or cannot provide as-built documents, the Authority will delegate the work to their assignee most familiar with the project. The costs accrued will be taken from the Contractor's final retention payment.

**END OF SECTION 01 78 39** 

## **SECTION 09 96 23**

## **GRAFFITI-RESISTANT COATING**

The following are modifications to the SCRRA Standard Specifications:

MODIFY paragraph 2.01 B:

## 2.01 COATING

- A. Sacrificial: SC-1 or SC-1X by ProSoCo, or equal as approved by the Engineer.
- B. Color: Standard Color as selected by the Engineer. Colors: colorless, grey or white are all acceptable.

**END OF SECTION 09 96 23** 

#### **SECTION 31 20 00**

#### **EARTHWORK**

The following are modifications to the SCRRA Standard Specifications:

ADD the following to paragraph 3.02 D:

#### 3.02 SITE EXCAVATION AND GRADING

- D. Construct embankment and structure cuts and fills as required by the Contract Plans:
  - Construct embankment cuts and fills at locations and to lines of grade indicated.
    - a. Completed embankment fill and cut shall correspond to shape of typical cross section or contour indicated regardless of method used to show shape, size, and extent of line and grade of completed work.
    - b. The project area North of the abutment wingwall will be restored by the Contractor to the existing ground elevation after installation of the rock slope protection so that a portion of the rock slope protection is buried.

## MODIFY paragraph 3.04 A:

#### 3.04 ROCK EXCAVATION

- A. Rock excavation shall be as specified in the Project Specific Specifications. Large boulder nests are anticipated to be encountered by Contractor during excavation and Contractor must plan to have the necessary equipment to break up the boulders into smaller more manageable sizes. Refer to boring logs in the Contract Plans for additional information on soil characteristics.
- B. Contractor shall excavate existing Rock Slope Protection. Class VIII riprap will be salvaged and should be repurposed for the installation of the proposed Rock Slope Protection. Any remaining or unused Class VIII riprap will be set aside in a location directed by VCTC. Dispose of existing fabric liner.

ADD the following to paragraph 3.07 B9:

## 3.07 EXCAVATION, FILLING, AND BACKFILLING FOR STRUCTURES

- 9. Shoring:
  - a. Shore, sheet pile, slope, or brace excavations as required to prevent them from collapsing in accordance with Section 31 50 00.
  - b. Remove shoring as backfilling progresses but only when the area where shoring is being removed is stable and safe from caving or collapse.
  - c. For deep excavation requirements, refer to Section 31 50 00.

#### **END OF SECTION 31 20 00**

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## **SECTION 31 50 00**

#### **EXCAVATION SUPPORT**

The following are modifications to the SCRRA Standard Specifications:

ADD the following to paragraph 1.2:

## 1.2 REFERENCES

- A. SCRRA Design Criteria Manual, Chapter 15.0, Excavation Support Criteria
- B. Code of Federal Regulations, Title 29, Occupational Safety and Health Administration (OSHA)

ADD the following to paragraph 1.4 A1:

#### 1.4 QUALITY ASSURANCE

- A. Engineer in Responsible Charge:
  - Excavations and temporary excavation support shall be designed by a licensed Professional Engineer in the State of California, civil or structural, with the requisite qualifications described in the SCRRA Design Criteria Manual, Chapter 15.0, Excavation Support Criteria.
    - Temporary excavation support systems used in excavations more than 20 feet in depth must be designed by a registered professional engineer in accordance with OSHA Regulations 1926 Subpart P App F.
  - 2. Review and acceptance of submittals by SCRRA will not relieve the Engineer in Responsible Charge of responsibility for the safe design of the temporary shoring system, including responsibility for errors and omissions in submittals.

**END OF SECTION 31 50 00** 

## **SECTION 32 91 00**

## SOIL EROSION, SEDIMENT CONTROL, TOPSOILING, AND SEEDING

The following are modifications to the SCRRA Standard Specifications:

<u>ADD</u> the following to the end of paragraph 1.02:

## 1.02 REFERENCES

E. Sespe Creek Overflow Bridge Repair Best Management Practices

END OF SECTION 32 91 00

## **SECTION 34 11 11**

#### **JOINTED RAIL**

The following are supplemental to the SCRRA Standard Specifications:

#### **PART 1 - GENERAL**

## 1.01 SUMMARY

A. This Section specifies the material requirements and performance criteria for the Jointed Rail to be furnished in accordance with Contract Documents or required by the Engineer.

#### 1.02 REFERENCES

- A. American Railway Engineering and Maintenance of Way Association (AREMA):
  - Manual for Railway Engineering
  - 2. Portfolio of Trackwork Plans
  - 3. Specifications for Special Trackwork
- B. Association of American Railroads (AAR)
  - 1. AAR: Manual of Standards and Rec. Practices
  - 2. AAR Section J: Quality Assurance M-1003
- C. American Society for Testing of Materials (ASTM)
  - 1. ASTM E10: Test Method for Brinell Hardness of Metallic Materials
  - 2. ASTM E94: Recommended Practice for Radiographic Testing
  - 3. ASTM E164: Standard Practice for Ultrasonic Contact Examination of Weldments
- D. American Welding Society (AWS):
  - 1. AWS B2.1: Standards for Welding Procedures and Performance Qualifications
  - AWS D1.1: Structural Welding Code
- E. SCRRA Engineering Standards
  - 1. SCRRA Standard Specification 34 11 15
  - 2. SCRRA Standard Specification 34 72 00

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F. UPRR Engineering Standards

## 1.03 DEFINITIONS

- A. Detail Fractures A progressive fracture originating near the rail surface from a shell or head check
- B. Rail Wear The change in shape of the cross-sectional area of the rail head due to the passage of rail traffic and grinding
- C. Shelling A rail condition consisting of one or more horizontal separation that may originate in the rail head and may crack out at the gage side of the rail. Shelling normally originates towards the gage side of the rail head and extends longitudinally
- D. Spalling A rail surface condition that is the direct result of micro-cracking, often with material separating from the surface of the rail head. Compromise Rail A relatively short rail, the two ends of which are different sections, corresponding with the sections of the rail to which they are to be joined.
- E. The word "Vendor" used in this Specification shall mean the Contractor.
- F. Fasteners Joint bars, bolts, clips and spikes
- G. Joint Bar A steel member used in pairs for the purpose of joining rail ends together, and holding them accurately, evenly and firmly in position

#### 1.04 SUBMITTALS

- A. The Jointed Rail Vendor shall submit supporting information within 60 days of award documenting the past successful performance in furnishing the materials included in the Schedule of Quantities and Prices. Provide references and contact numbers at the railroads where the Jointed Rail have been placed in service.
- B. The Vendor shall submit data documenting past performance and projects within the last ten (10) years furnishing Jointed Rail to Class 1 Freight, passenger or commuter railroads.
- C. The Vendor shall submit for VCTC's review and approval quality control and quality assurance plans and related certifications such as ISO 9001, "six sigma" or equivalent demonstrating that the Vendor has the processes, personnel and systems to produce high quality Jointed Rail included in the Schedule of Quantities and Prices.
- D. The Vendor shall submit certification that materials delivered to site are in conformance with specifications. For Jointed Rail, include weld test results. Include all material testing results and submittals stipulated in the AREMA Manual.
- E. The Vendor shall submit procedure for transportation of Jointed Rail to site, unloading and handling.

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F. Prior to the start of welding, submit a schedule of lengths of Jointed Rail strings to be fabricated. Rail is to be delivered by truck, if other delivery is intended submit such to the VCTC for approval.

G. The Vendor shall submit qualifications of welding supervisor demonstrating flash butt welding experience of no less than three years

## 1.05 QUALITY ASSURANCE

- A. Vendor's Quality Control Program (QCP) shall be in accordance with the AAR M-1003 or VCTC approved equivalent quality control program. Comply with AREMA Portfolio of Trackwork Plans.
- B. Equipment used for the manufacturing materials shall be in good operating condition, of adequate capacity and range, and accurately calibrated. Testing equipment shall be certified and traceable to national standards such as the National Institute of Standards and Technology.
- C. Testing and inspection of Jointed Rail manufacture shall be performed by Jointed Rail Vendor in conformance with AREMA Manual.
- D. Material not meeting the requirements of this Specification shall not be used.

## 1.06 DELIVERY, STORAGE AND HANDLING

- A. The Jointed Rail Vendor shall load, transport, and deliver Jointed Rail in a manner which will prevent damage to the Jointed Rail. Vendor shall submit to VCTC the procedures and equipment information for loading, unloading, handling, and storing rail.
- B. The material will be supplied to the VCTC in accordance with the delivery requirements. Quantity of each supply will be as requested by the VCTC release document. The material when purchased is to be delivered to the site at a place designated by the VCTC. The delivery must be coordinated with VCTC prior to shipping and loading.
- C. Delivery is per SCRRA Standard Specification 01 71 13.

#### 1.07 SALVAGE AND DISPOSAL

- A. Salvage rail indicated to be salvaged on the drawings. For rail removal, unbolt rail at nearest joint on the outside limits of locations designated "BEGIN PROPOSED TRACK" and "END PROPOSED TRACK" Do not cut unless approved by Resident Engineer. Leave the rail intact and store nearby along the right-of-way. Report to VCTC when rail is ready for pick up.
- B. Dispose of removed ties and other track materials from existing track indicated to be removed on the drawings.

#### **PART 2 - PRODUCTS**

## 2.01 JOINTED RAIL

A. Rail shall be 115 RE Jointed rail confirming to AREMA Volume 1, Chapter 4, Section 2.1, Specifications for Steel Rails.

#### 2.02 SOURCE QUALITY CONTROL

- A. Tie Rail and welds shall be ultrasonically tested as per AREMA Section 2.1.8.
- B. Surface and internal hardness shall be determined as per AREMA Section 2.1.3.
- C. Perform ultrasonic testing on all welds in accordance with ASTM E164.
- D. For fabrication of Jointed rail, flash butt production welds shall be tested by an inspection agency approved by VCTC during the fabrication process using the dry powder method of magnetic particle inspection (or ultrasonic method) in accordance with ASTM E709 and the AREMA Manual of Railway Engineering, Chapter 4.

## 2.03 SPECIFICATIONS, SECTION, AND STANDARDS

Unless otherwise shown on the drawings or listed in the Schedule of Quantities and Prices, rail shall conform to the 115 RE section shown on UPRR Standard Drawing 0705.

## 2.04 MANUFACTURE

- A. Melting and Casting:
  - 1. The steel for rails shall be made by purifying molten iron from the blast furnace (plus any added scrap steel) using the Basic Oxygen Steelmaking process, or by melting scrap steel using the Electric Arc Furnace Steelmaking process. The resulting molten steel from either process shall be cast into strands by a continuous casting process. Strands shall be cut into blooms of an appropriate length for further processing and rolling.

## B. Hydrogen Elimination:

- 1. The rail shall be free from shatter cracks and other inclusions caused by hydrogen. Hydrogen elimination shall be accomplished by at least one of the following processes:
  - a. Control Cooling of Rails (CC)
  - b. Control Cooling of Blooms (BC)
  - c. Vacuum Treated (VT)
- 2. Other processes (OP) for hydrogen and inclusion elimination in steel shall be accepted in the production of steel rail, and be approved by VCTC.
- 3. When controlled cooling of rails is used for elimination of hydrogen, all rails shall be cooled on the hot beds or runways until full transformation is accomplished and then charged immediately into insulated cooling containers. In no case should the rail be charged into the containers at a temperature below 725 degrees F. The temperature of the rails before

34 11 11 - 4

charging shall be determined at the head of the rail at least 12 inches from the end of the rail.

- 4. A cover shall be placed on the container immediately after completion of the charge and shall remain in place for at least 10 hours. The container shall be so protected and insulated that the control temperature shall not drop below 300 degrees F in 7 hours for rails 100 lbs. per yd. in weight or heavier from the time the bottom tier is placed in the container and 5 hours for rails of less than 100 lbs. per yd. in weight. The control temperature shall be established by measuring and recording the temperature of an outside rail or between an outside rail and the adjacent rail in the bottom tier of the container, at a location not less than 12 inches but not more than 36 inches from the rail end.
- 5. If the above cooling requirement is not met, the rails may be considered control-cooled, provided that the temperature at a location not less than 12 inches from the end of a rail at approximately the center of the middle tier does not drop below 300 degrees F in less than 15 hours.
- 6. After removal or raising of the lid of the container, no rail shall be removed until the temperature of the top layer of rails has fallen to 300 degrees F or lower. The manufacturer shall maintain a complete record of the cooling process for each container of rails.

## 2.05 CHEMICAL AND MATERIAL PROPERTIES

## A. Chemical Composition

The chemical composition of a rail steel grade must be within the limits given in Table 1 for standard chemistry rail steel. Rail steel with a high carbon content in a range from 0.9 to 1.1 percent by weight and chemistry similar to that disclosed in United States Patent No. 7,288,159 is also acceptable provided that rail rolled this specification has been in successful use for more than five years by a Class I railroad operating in North America.

Table 1: Product and Chemical Analysis Table for Standard Chemistry Rail Steel

Elements	Notes	Chemical Analysis Weight Percent		Percent A Beyond Specified	lysis, Weight Allowance Limits of Chemical lysis
		Minimum	Maximum	Under Minimum	Under Maximum
Carbon	1	0.740	0.860	0.040	0.040
Manganese		0.750	1.250	0.060	0.060
Phosphorus	2		0.020		0.008
Sulfur	3		0.020		0.0088
Silicon		0.100	0.600	0.020	0.050
Nickel			0.250		
Chromium	1		0.300		
Molybenum	1		0.060		
Vanadium			0.010		
Aluminum			0.010		
Other	4				
Note 1: The chemical composition of head-hardened rails will be subject to the					

Note 1: The chemical composition of head-hardened rails will be subject to the requirements of standard strength rails. Any alteration of the chemical composition may require modification of welding procedures.

Note 2: Up to 5% of the order may exceed 0.020, but in no case may the phosphorus exceed 0.025

Note 3: Up to 5% of the order may exceed 0.020, but in no case may the sulfur exceed 0.025.

Note 4: Additional elements may be included in the chemistry and the chemical analysis when agreed upon by the purchaser and supplier.

#### B. Surface Hardness:

Rails furnished shall be high strength of high carbon pearlite. The minimum Brinell hardness of the surface shall be within the limits found in Table 2.

Type of Rail	Minimum Surface Brinell Hardness, HB			
High Strength Rail	370			
High Carbon Pearlite (Patent No. 7,288,159)	390			
Note 3: If 410 HB is exceeded, the microstructure through the head shall be examined at 100X or				
higher for confirmation of a fully pearlitic microstructure in the head.				
Note 4: No untampered martensite shall be present within the rail.				

A fully pearlitic microstructure shall be maintained in the head of the rail for all ranges of rail chemistry and no un-tempered martensite may be present within the rail at any point of the rail section.

## 2.06 ROLLING, CUTTING, AND PREPARING RAIL ENDS

## A. Rolling:

The length of rails for Jointed Rail strings shall be 80 feet when corrected to a temperature of 60 degrees F. Individual strings may be comprised of shorter lengths corresponding to 78, 74, 70, 66, 60, or 39 feet.

## B. Straightening:

Rails shall be straightened cold in a press or roller machine to remove twists, waves and kinks until they meet the surface and line requirements within the tolerances specified.

## C. Drilling:

Individual rails shall be furnished to SCRRA undrilled but chamfered and finished on both ends in accordance with SCRRA Engineering Standard No. ES 2301.

#### 2.07 IDENTIFYING RAIL LENGTH AND TYPE

- A. Rails shall be marked to identify the length and grade with colored paint or other identifying markings. Individual rails shall be paint-marked only one color according to grade or length. High-strength rails shall be marked by either a metal plate permanently attached to the neutral axis, hot stamped in the web, or rolled in the brand. The marking shall give the manufacturer, type, and method of treatment.
- B. Heat treated rail shall be paint-marked orange. Alloy rail shall be paint-marked aluminum color. Short rails (less than 80) feet) shall be paint-marked green. Rails meeting the tolerances for Special Trackwork shall be paint-marked white. The length of each rail shall be painted at the end of the rails in accordance with the standard practices of the manufacturer.
- C. Rails not meeting the requirements of this specification but acceptable under another specification for use in low speed industry tracks shall be paint-marked yellow. Industrial quality rails shall also be permanently identified by cutting diagonally through every "RE" or other designation within the rolled branding of the rail. Each designation brand shall be ground or milled diagonally from the top righthand corner to the bottom left-hand corner, a minimum of 1/4" in width and to within 0.010" of the parent rail web surface.
- D. Rail Branding: Branding shall be rolled in raised characters on the side of the web of each rail at a minimum of every 16 feet. The design of the letters and numerals shall be determined by the manufacturer. The data and order of arrangement of the branding shall be as shown in the following typical brand:

115	RE	Manufacturer	2003	III or 3
(Weight)	(Section)	(Mill Brand)	(Year Rolled)	(Month Rolled)

The method of Hydrogen Elimination shall be located in the brand when a Hydrogen Elimination method other than Vacuum Treated (VT) is used.

## E. Rail Stamping

- 1. The web of each rail shall be hot stamped a minimum of 3 times per rail (short rails must contain a minimum of one full stamp) on the side opposite the brand, except that stamping shall not occur within 2 feet of either end of rails.
- 2. Rails from continuous cast blooms shall be identified by a designation for heat number, strand number, and bloom number. The rail shall be identified by an alphabetical designation beginning with "P", and succeeding "S", "T", "U", etc., consecutively, or any other identification of the position of the rail within the cast, as agreed between the purchaser and manufacturer.
- 3. The data shall be shown in the following typical stamping, except that strand and bloom numbers may be joined or may be coded at the manufacturer's option. The height of the letters and numerals shall be 5/8 inch.

#### 2.08 COMPROMISE JOINT BARS

- A. Other rail weight connections or those connections necessary for "Industry Track" or "Other than main line" will be made using Compromise Bars.
- B. Compromise Bars shall be 6-hole conforming to AREMA Volume 1, Chapter 4, Part 3, Section 3.4, "Specifications for Quenched Carbon-Steel Joint Bars, Microalloyed Joint Bars and Forged Compromise Joint Bars" and conform to the requirements of SCRRA ES2503, "Compromise Joints for Various Weights of Rail.

## **PART 3 - EXECUTION**

#### 3.01 GENERAL

A. Comply with the SCRRA Engineering Standards Standard Specifications unless specifically noted or excepted within these specifications. Promptly notify VCTC of any conflicts, omissions or needed clarifications arising from the use of the designated drawings, standards or specifications.

#### PART 4 - MEASUREMENT AND PAYMENT

#### 4.01 MEASUREMENT

A. Work of this Section is considered incidental to work associated with project item in Section 34 72 00, Trackwork and no separate measurement and payment will be made to the Contractor for Work of this Section.

## 4.02 PAYMENT

A. Work of this section shall include furnishing all acceptance testing, transportation, storage, assembly, delivery and incidentals as shown on the Plans, and as specified in these Specifications, and as directed by the Engineer.

**END OF SECTION 34 11 11** 

## **SECTION 34 72 00**

#### **TRACKWORK**

The following are modifications to the SCRRA Standard Specifications:

## MODIFY paragraph 1.01 B:

## 1.01 SUMMARY

- B. Related Specification Sections include but are not necessarily limited to:
  - 1. Division 00 Bidding Requirements, Contract Forms, and Conditions of the Contract.
  - 2. Division 01 General Requirements.
  - 3. Section 34 11 10 Continuous Welded Rail (CWR).
    Section 34 11 11 Jointed Rail
  - 4. Section 34 11 15 Other Track Materials (OTM).
  - 5. Section 34 11 23 Special Trackwork.
  - 6. Section 34 11 16 Ballast.
  - 7. Section 34 11 27 Sub-Ballast and Aggregate Base.
  - 8. Section 34 11 33 Concrete Railroad Ties.
  - 9. Section 34 11 34 Wood Railroad Tie.
  - 10. Section 34 71 50 Highway-Rail Grade Crossings.
  - 11. Section 34 72 30 Field Welding Rail.

## **END OF SECTION 34 72 00**

SPBL-2025-01

## SESPE CREEK OVERFLOW RAILROAD BRIDGE REPAIR

## **EXHIBIT 2**SCRRA STANDARD SPECIFICATIONS

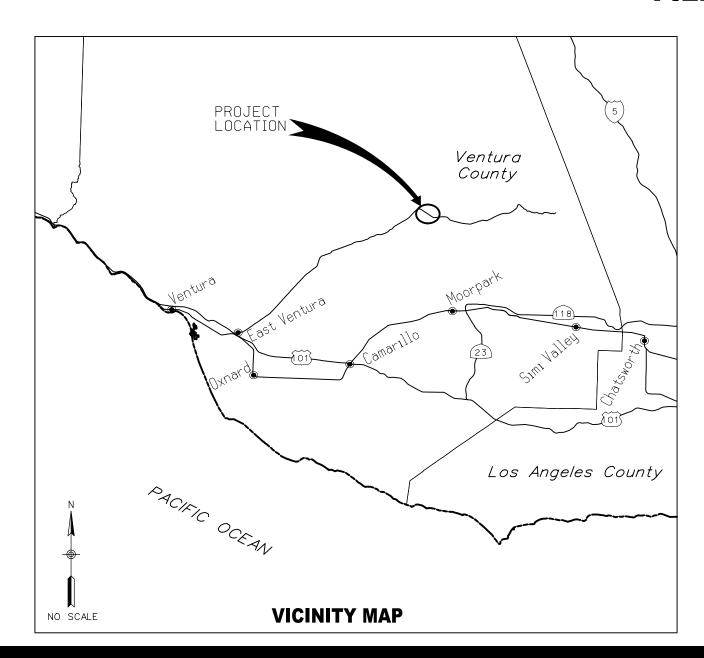
Available at <a href="https://metrolinktrains.com/about/agency/engineering--construction/">https://metrolinktrains.com/about/agency/engineering--construction/</a>

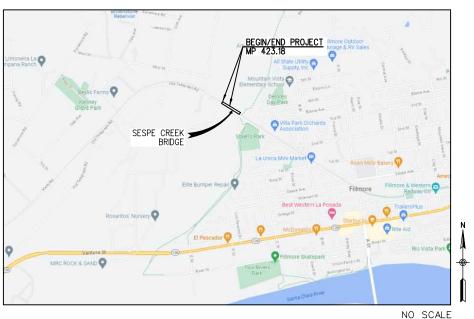
SPBL-2025-01

# SESPE CREEK OVERFLOW RAILROAD BRIDGE REPAIR

**EXHIBIT 3**PROJECT ENGINEERING DRAWINGS

## VENTURA COUNTY TRANSPORTATION COMMISSION SESPE CREEK OVERFLOW RAILROAD BRIDGE REPAIR ON THE SANTA PAULA BRANCH LINE FILLMORE, CA





**LOCATION MAP** 

DATE ISSUED: APRIL 4, 2025

100% SUBMITTAL

**CAMERA READY** 







SHT NO.	DWG. NO.	REV. NO.	TITLE
GENER,	AL		
1	G-001	0	TITLE SHEET
2	G-002	0	INDEX OF DRAWINGS
3	G-003	0	STANDARD ABBREVIATIONS
4	G-004	0	STANDARD SYMBOLS
5	G-005	0	GENERAL NOTES
6	G-006	0	SURVEY CONTROL EXHIBIT
TRACK			
7	TD-001	0	TYPICAL SECTION
8	RP-001	0	TRACK PLAN AND PROFILE - STA 98+50 TO STA 110+5
9	DIV-001	0	TEMPORARY CREEK DIVERSION PLAN
STRUC <sup>*</sup>	TURES		
10	S-001	0	GENERAL PLAN NO. 1
11	S-002	0	GENERAL PLAN NO. 2
12	S-003	0	GENERAL NOTES AND INDEX OF DRAWINGS
13	S-00 <b>4</b>	0	STAGE CONSTRUCTION PLAN
14	S-005	0	FOUNDATION PLAN
15	S-006	0	ABUTMENT DETAILS NO. 1
16	S-007	0	ABUTMENT DETAILS NO. 2
17	S-008	0	ROCK SLOPE PROTECTION
18	S-009	0	BENT DETAILS NO. 1
19	S-010	0	BENT DETAILS NO. 2
20	S-011	0	BENT DETAILS NO. 3
21	S-012	0	GIRDER DETAILS NO. 1
22	S-013	0	GIRDER DETAILS NO. 2
23	S-014	0	HANDRAIL REPLACEMENT PLAN
24	S-015	0	HANDRAIL DETAILS
25	S-016	0	MISCELLANEOUS DETAILS NO.1
26	S-017	0	MISCELLANEOUS DETAILS NO. 2
GEOTE	CHNICAL		
27	GE-001	0	LOG OF TEST BORINGS
28	GE-002	0	SOIL LEGEND 1 OF 2 - LOG OF TEST BORINGS
29	GE-003	0	SOIL LEGEND 2 OF 2 - LOG OF TEST BORINGS
SCOUR	COUNTER	MEASURE	
30	SC-001	0	ROCK SLOPE PROTECTION, OWNER'S OPTION

gineering\VCTC\		FINAL DESIGN (100%) CAMERA READY		INFORMATION CONFIDENTIAL All plans, drawings, specifications, and or information furnished herewith shall remain the property of the the Southern California Regional Rail Authority and shall be held confidential:
Z:\Eng	DATE		CG BY SUB.	 and shall not be used for any purpose not provided for in agreements with the Southern California Regiona Rail Authority.

SIGNED BY	PROFESSION
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SESPE CREEK OVERFLOW RAILROAD BRIDGE REPAIR ON THE SANTA PAULA BRANCH LINE, FILLMORE, CA

INDEX OF DRAWINGS

CONTRACT	NO.		
DRAWING N	10.		
	G-00	2	
REVISION	SHEET	NO.	
	2	OF	30
SCALE	NTS	;	

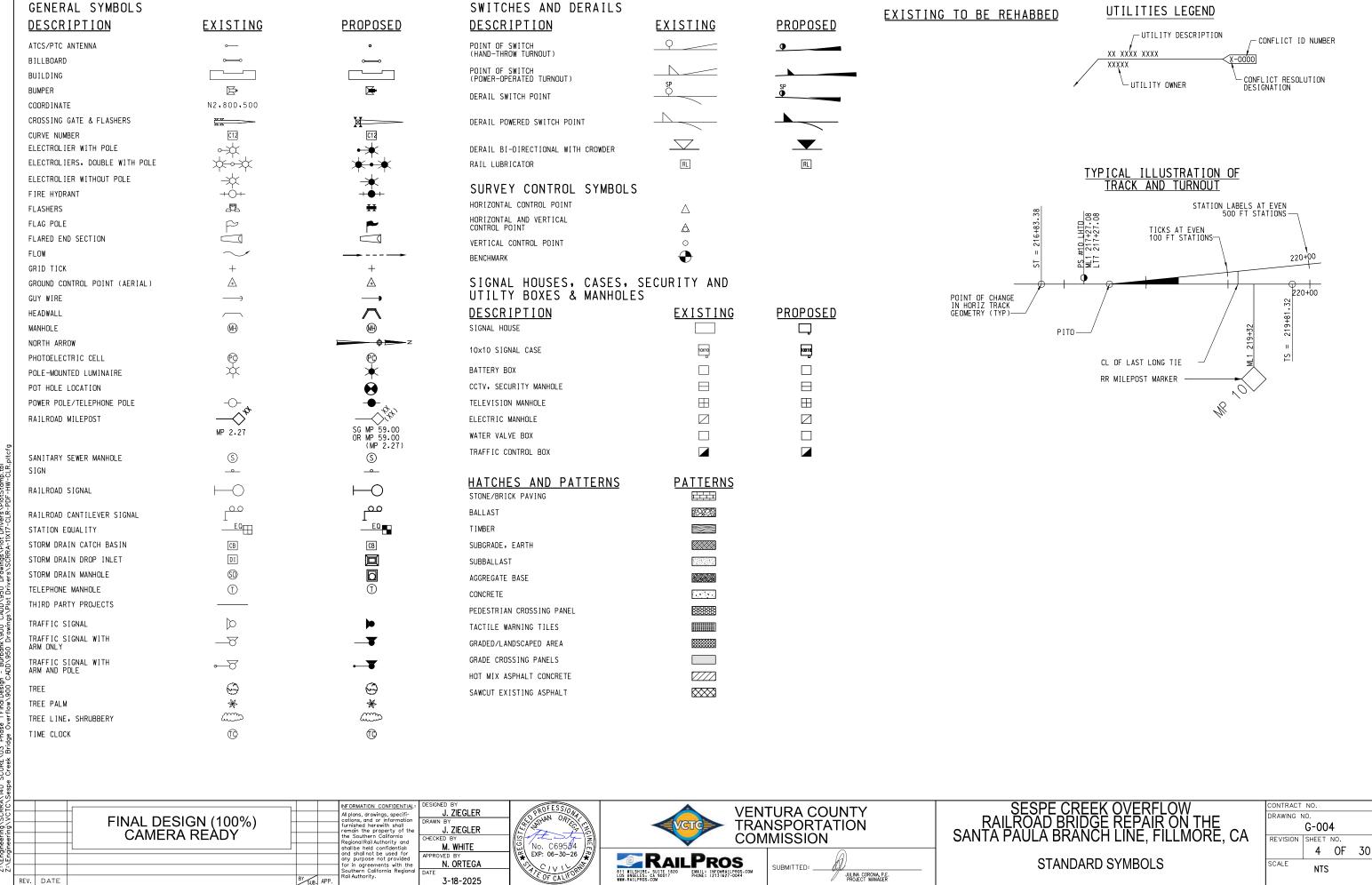
3/21/2025 3:08:18 PM USER • jackson\_ziegler 2::Engineering\VCTC\_SCB\_G-002.dgn Overflow\00000 ADD\950 Drawings\VTC\_SCB\_G-002.dgn Overflow\00000 ADD\950 Drawings\VTC\_SCB\_G-002.dgn Overflow\00000 ADD\950 Drawings\Plot Drivers\PlotStamp.tbl Z:\Engineering\VCTC\Sespe Creek Bridge Overflow\900 CADD\950 Drawings\Plot Drivers\Plot Drivers\Plot PDF-HW-CLR.pitcfg

RAILROAD CONTACT **ABBREVIATIONS** ABBREVIATIONS (CONT.) **EXISTING LINESTYLES** SIERRA NORTHERN RAILWAY DIVISION MANAGER (530) 490-1446 ADS ADVANCED DRAINAGE SYSTEMS PCC PORTLAND CEMENT CONCRETE ASPHALT SURFACE AVE PED **PEDESTRIAN** BUILDING AT&T AMERICAN TELEPHONE AND TELEGRAPH COMPANY POT HOLE PH POINT OF INTERSECTION OF TURNOUT AWW ABSOLUTE WORK WINDOW PITO BRUSH LINE/TREE LINE BLVD BOULEVARD PMT PROPOSED MAIN TRACK CONCRETE SURFACE CI CAST IRON POB POINT OF BEGINNING CENTERLINE POE POINT OF ENDING ⊈ CMPA CORRUGATED METAL PIPE ARCH POTO POWER OPERATED TURNOUT DIRT SURFACE CONT PROP PROPOSED CP CONTROL POINT PS POINT OF SWITCH FLOW LINE CPUC CALIFORNIA PUBLIC UTILITIES COMMISSION POINT OF INTERSECTION EXISTING TRACK CTC CENTER TO CENTER SPI POINT OF INTERSECTION - SPIRAL CWR CONTINUOUS WELDED RAIL FENCE AND HANDRAILS SC POINT OF SPIRAL TO CIRCULAR CURVE Dc DEGREE OF CURVE CS POINT OF CIRCULAR CURVE TO SPIRAL GUARD RAIL θs POINT OF SPIRAL TO TANGENT DEFLECTION ANGLE - SPIRAL ST DI DRAINAGE INLET TS POINT OF TANGENT TO SPIRAL DEPARTMENT OF TRANSPORTATION (U.S.) DOT PΤ POINT OF TANGENCY PROPERTY LINE DWG PTC POSITIVE TRAIN CONTROL DRAWING EΑ PVI POINT OF VERTICAL INTERSECTION RAILROAD TRACK Εa ACTUAL SUPERELEVATION PVT POINT OF VERTICAL TANGENT RETAINING WALL Eu UNBALANCED SUPERELEVATION PVC POINT OF VERTICAL CURVE ELEV, EL **ELEVATION** QWEST QWEST ENGINEERING ROAD STRIPING EMT EXISTING MAIN TRACK RADIUS TOP OF SLOPE ES ENGINEERING STANDARDS (SCRRA STANDARD DRAWINGS) RAIL BOUND MANGANESE EG RR SCRRA INTERTRACK FENCE/WWM EXISTING GROUND RAII ROAD EWD EASTWARD DIRECTION RH RIGHT HAND EXIST, EX, (E) EXISTING RCB REINFORCED CONCRETE BOX FL FLOW LINE ROW, R/W RIGHT-OF-WAY PROPOSED LINESTYLES FT FEET, FOOT RT RIGHT RAILROAD WORKER IN CHARGE FWY FRFFWAY RWIC PROPOSED TRACK GPS GLOBAL POSITIONING SYSTEM SCRRA SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY HMA HOT MIX ASPHALT SERA, SNR SIERRA NORTHERN RAILWAY PROPOSED RESURFACE TRACK HR HOUR STA STATION HTTO HAND THROW TURNOUT ST STREET HDPE HIGH DENSITY POLY ETHYLENE SD STORM DRAIN HST HOLLOW STEEL TIE SUB SUBDIVISION ----- EXISTING SHIFT TRACK INSULATED JOINT SWT LI SWITCH JCT JUNCTION TCE TEMPORARY CONSTRUCTION EASEMENT LENGTH TF TRACK FOOT L LA LOS ANGELES TO TURNOUT - INTERTRACK FENCE/WWM LACMTA LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY TOR, T/R TOP OF RAIL ROADWAY GUARDRAIL LOS ANGELES COUNTY TRANSPORTATION COMMISSION LACTC TWC TIME WARNER CABLE Lc LENGTH OF CIRCULAR CURVE TYP **TYPICAL** RETAINING WALL / GRAVITY WALL LENGTH OF SPIRAL UPRR UNION PACIFIC RAILROAD Ls LF LINEAL FOOT VELOCITY  $\stackrel{ extstyle }{ o}$  TOP OF SLOPE LH LEFT HAND VERT VERTICAL \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_K-RAIL WATER SURFACE ELEVATION LLT LAST LONG TIE WSE LT WSM WELDED SPRING MANGANESE PLATFORM HANDRAIL LG LIP OF GUTTER WWD WESTWARD DIRECTION LWW LIMITED WORK WINDOW WWM WELDED WIRE MESH MCI MICROWAVE COMMUNICATIONS INC. XING CROSSING \_\_\_\_\_\_CUT\_\_\_\_\_ CUT MFS MERCANTILE FREIGHT SERVICE —— — — — — — — — — FLOW LINE MH MANHOLE MIN MINUTE BLOCK WALL MIN MINIMIIM CENTERLINE OF ROAD **MILEPOST** MPH MILES PER HOUR GUARDRAIL MAIN TRACK NAD 83 NORTH AMERICAN DATUM OF 1983 NAD 88 NORTH AMERICAN DATUM OF 1988 — TD — TD — TRENCH DRAIN NO NUMBER NTS NOT TO SCALE OH OVERHEAD - ◆ - ◆ - ◆ - ◆ - ◆ - ◆ - PLATFORM EDGE FENCE OTM OTHER TRACK MATERIAL ---- LIMITS OF CONSTRUCTION BOUNDARY OFF OFFSET 0.0. ON CENTER CONST JOINT VIIII TERVIIII TERVIIII TERVIII TUURIII TERVIII TERVII -xx---TSF---xx----xx----xx-----xX-----XILT CONTROL FENCE ------PROPOSED TEMPORARY CONSTRUCTION EASEMENT SESPE CREEK OVERFLOW RAILROAD BRIDGE REPAIR ON THE SANTA PAULA BRANCH LINE, FILLMORE, CA ONTRACT NO. INFORMATION CONFIDENTIAL INFORMATION CONFIDENTIAL.
All plans, drawings, specifications, and or information furnished herewith shall remain the property of the Southern California Regional Rail Authority and shall be held confidential; and shall not be used for any purpose not provided for in agreements with the Southern California Regiona Rail Authority. **VENTURA COUNTY** J. ZIEGLER DRAWING NO. FINAL DESIGN (100%) **TRANSPORTATION** G-003 J. ZIEGLER CAMERA READY COMMISSION REVISION SHEET NO. M. WHITE No. C69534 3 OF 30 EXP: 06-30-26 RAILPROS STANDARD ABBREVIATIONS N. ORTEGA SCALE NTS

3-18-2025

REV DATE

JULINA CORONA, P.E PROJECT MANAGER



3-18-2025

SUBMITTED:

JULINA CORONA, P.E PROJECT MANAGER

NTS

USER - jackson.ziegler Creek Bridge Overflow/900 CORE\03 Phase 1 Final Desig Creek Bridge Overflow/900

- 2. ALL CONSTRUCTION ACTIVITIES SHALL BE SCHEDULED AND COORDINATED WITH THE ENGINEER AND THE VARIOUS COMPANIES, AGENCIES, AND OTHER CONTRACTORS WHO MAY BE AFFECTED BY THIS WORK.
- 3. HORIZONTAL AND VERTICAL CONTROL POINTS FOR THE SITE LAYOUT ARE IDENTIFIED IN THE CONTRACT DOCUMENTS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO UTILIZE THESE CONTROL POINTS TO ASSURE THAT ALL FACILITIES INCLUDED IN PROJECT ARE CONSTRUCTED AT THE CORRECT HORIZONTAL AND VERTICAL
- 4. SECTION 4216/4217 OF THE GOVERNMENT CODE REQUIRES A DIG ALERT IDENTIFICATION NUMBER BE ISSUED BEFORE A "PERMIT TO EXCAVATE" IS VALID. THI CONTRACTOR SHALL CALL THE UNDERGROUND SERVICE ALERT (1-800-422-4133) TWO (2) WORKING DAYS PRIOR TO CONSTRUCTION TO OBTAIN A DIG ALERT ID
- 5. CALIFORNIA SENATE BILL 1359 (APPROVED 2006) OUTLINES PROCEDURES FOR LOCATING UTILITIES BY HAND EXCAVATION, THE CONTRACTOR SHALL BECOME FAMILIAR WITH THIS LEGISLATION AND COMPLY WITH ITS DIRECTIVE PRIOR TO EACH CONSTRUCTION ACTIVITY WITHIN RAILROAD RIGHT-OF-WAY, THE CONTRACTOR SHALL
- 6. SIERRA NORTHERN & VCTC ARE NOT MEMBERS OF DIG ALERT. THE CONTRACTOR SHALL CALL SIERRA NORTHERN'S 24-HOUR EMERGENCY NUMBER A MINIMUM OF FIVE DAYS PRIOR TO BEGINNING CONSTRUCTION TO MARK SIGNAL AND COMMUNICATION CABLES AND CONDUITS. TO ASSURE CABLES AND CONDUITS HAVE BEEN MARKED, NO WORK MAY PROCEED UNTIL THE CONTRACTOR HAS BEEN PROVIDED WITH WRITTEN AUTHORIZATION TO PROCEED FROM SIERRA NORTHERN. IN CASE OF SIGNAL EMERGENCIES OR GRADE CROSSING PROBLEMS, THE CONTRACTOR SHALL CALL THE 24-HOUR EMERGENCY NUMBER:(888) 864-6995.
- 7. THE CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS FOR CONFLICTS WITH EXISTING UTILITIES, SIGNAL CABLES/EQUIPMENT, FIBER OPTIC LINES, AND/OR OTHER ITEMS THAT MIGHT IMPAIR CONSTRUCTION ACTIVITIES. INCONSISTENCIES FOUND SHALL BE REPORTED TO THE ENGINEER
- 8. REPAIRS TO THE DAMAGED MATERIALS OR FACILITIES INTENDED TO REMAIN IN PLACE SHALL BE MADE BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE UNLESS
- 9. ALL EXCAVATED WASTE MATERIAL SHALL BE IMMEDIATELY REMOVED FROM THE SITE. ON SITE STORAGE OF EXCAVATED WASTE MATERIAL SHALL NOT BE PERMITTED AT ANY TIME.

10. DEFINITIONS

TRACK WHICH IS OUT OF SERVICE FOR A GIVEN PERIOD OF TIME. A. TRACK OUTAGE:

TRACK ON WHICH TRAINS ARE OPERATING AND INTERRUPTION OF SERVICE MAY OCCUR ONLY WITHIN AN B. ACTIVE TRACK:

APPROVED "WINDOW" AS DEFINED BELOW.

C. FOULED TRACK TRACK IS FOULED WHEN AN OBSTRUCTION IS PLACED WITHIN FOUR (4) FEET FROM THE NEAREST RAIL OF THE

TRACK OR WHEN AN OVERHEAD OBSTRUCTION IS PLACED WITHIN TWENTY-TWO AND A HALF FEET (22'-6") ABOVE THE TOP OF RAIL.

A GIVEN PERIOD OF TIME BETWEEN OPERATING TRAINS WHERE A TRACK MAY BE FOULED WITH THE STIPULATION THAT THE TRACK SHALL BE BACK IN SERVICE AT THE END OF THE GIVEN PERIOD OF TIME. A FORM OF POSITIVE PROTECTION SHALL ALSO BE REQUIRED. D. WINDOW

E. EXCLUSIVE TRACK WINDOW / ABSOLUTE WORK WINDOW (AWW):

AN APPROVED WORK WINDOW IN WHICH NO TRAIN MOVEMENTS WILL OPERATE ON ANY TRACK WITHIN THE WINDOW LIMITS. THE CONTRACTOR MAY DISMANTLE, REMOVE, RECONSTRUCT, OR OTHERWISE OBSTRUCT TRACKS WITHIN THE LIMITS OF SUCH A WINDOW THIS WORK WAY BE PROTECTED BY TRACK OUT OF SERVICE, TRACK AND TIME LIMITS, OR BY FORM B TRACK BULLETIN

F. LIMITED TRACK WINDOW / LIMITED WORK WINDOW (LWW):

AN APPROVED WORK WINDOW FOR SOME, BUT NOT ALL TRACKS WITHIN A GENERAL WORK AREA (E.G. ONE TRACK REMAINS FOR OPERATION OF TRAINS, OTHER TRACKS ARE AVAILABLE FOR THE CONTRACTOR'S WORK), MOVEMENT OF TRAINS OVER THE TRACK(S) OF A LIMITED TRACK WINDOW IS UNDER THE CONTROL OF THE SIERRA NORTHERN EMPLOYEE-IN CHARGE (CIC) WHO WILL NOT AUTHORIZE TRAIN MOVEMENT UNLESS AND UNTIL THE CONTRACTOR PERSONNEL AND EQUIPMENT ARE CLEAR OF THE OPERATING TRACK. THE CONTRACTOR MAY REMOVE, CONSTRUCT, OR OBSTRUCT ONLY THE TRACK DESIGNATED BY THE SSWP AND MUST ARRANGE THE WORK SO THAT TRAINS CAN OPERATE WITHOUT DELAY ON THE REMAINING TRACK(S) IN THE WORK AREA. THIS WORK MAY BE PROTECTED BY TRACK OUT OF SERVICE, TRACK AND TIME, OR BY FORM B TRACK BULLETIN.

G. WORK WINDOW:

AN APPROVED WORK WINDOW IN WHICH PASSENGER, FREIGHT AND ALL OTHER TRAINS AND ON-TRACK EQUIPMENT MOVEMENTS CAN BE PROHIBITED FROM ENTERING THE DEFINED LIMITS OF A SEGMENT OF TRACK. THE "FORM B" WORK WINDOW DOES NOT ALLOW THE CONTRACTOR TO REMOVE FROM SERVICE OR MODIFY THE TRACKS, SIGNALS. BRIDGES, STATIONS OR OTHER ELEMENTS OF THE OPERATING SYSTEM IN A MANNER, WHICH WILL DELAY OR IN ANY WAY AFFECT THE SAFE OPERATION OF THE TRAINS. THE "FORM B" WORK WINDOW ALLOWS THE CONTRACTOR THE ABILITY TO ENTER THE OPERATING ENVELOPE AND PERFORM CONSTRUCTION ACTIVITIES SUBJECT TO THE CONDITIONS ABOVE. AN EIC/FLAGMAN FROM SIERRA NORTHERN WILL EXERCISE STRICT CONTROL OVER THE CONTRACTOR'S CONSTRUCTION ACTIVITIES IN CONJUNCTION WITH ROADWAY WORKER PROTECTION REGUIREMENTS TO ASSIBE THAT THE CONTRACTOR'S ACTIVITIES DO NOT DELAY OR IMPACT PROTECTION REQUIREMENTS, TO ASSURE THAT THE CONTRACTOR'S ACTIVITIES DO NOT DELAY OR IMPACT

AN APPROVED WORK WINDOW IN WHICH THE SIERRA NORTHERN RAILWAY DISPATCHER WILL AUTHORIZE MEN AND EQUIPMENT TO OCCUPY A TRACK OR TRACKS WITHIN LIMITS FOR A CERTAIN TIME PERIOD. THE DISPATCHER AUTHORITY SHALL INCLUDE AUTHORITY NUMBER, TRACK DESIGNATION, LIMITS AND TIME. MOVEMENTS MAY BE MADE IN EITHER DIRECTION WITHIN THE SPECIFIED LIMITS UNTIL THE LIMITED ARE RELEASED. H. TRACK AND TIME:

11. PRIOR TO COMMENCING WORK, ALL EXISTING SITE CONDITIONS SHALL BE FIELD VERIFIED BY THE CONTRACTOR WITH THE ENGINEER TO ASCERTAIN THE LIMITS OF WORK ACTIVITIES. THE CONTRACTOR SHALL SUBMIT AND RECEIVE THE ENGINEER'S APPROVAL OF THE PROJECT SCHEDULE AND OPERATIONS PLAN. EACH ITEM OF WORK SHALL BE DESCRIBED AND ACCOUNTED FOR IN THE CONTRACT DOCUMENTS. THE CONTRACTOR SHALL REFER TO THE SPECIFICATIONS FOR FURTHER INFORMATION REGARDING SUBMITTAL REQUIREMENTS

BY SUB APP.

#### GENERAL NOTES (CONTNUED)

- 12. WORK AFFECTING THE MOVEMENT OF TRAINS WILL BE UNDER THE AUTHORITY AND OVERALL CONTROL OF THE ENGINEER OR HIS
- 13. THE CONTRACTOR SHALL NOT PLACE MATERIAL AND/OR EQUIPMENT WITHIN TWENTY (20) FEET OF AN ACTIVE TRACK AT ANY TIME WITHOUT PRIOR APPROVAL FROM SIERRA NORTHERN RAILWAY.
- 14. WALKWAYS SHALL BE PLACED AS REQUIRED BY CALIFORNIA PUBLIC UTILITIES COMMISSION GENERAL ORDER NO. 118 AND 26D AND SCRRA ENGINEERING STANDARD ES2109 FOR ALL NEW CONSTRUCTION, UNLESS OTHERWISE NOTED.
- 15. THE CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT LIMITED TO NORMAL WORKING HOURS, AND THE CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY HOLD SIERRA NORTHERN, VCTC, VENTURA COUNTY AND THE DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF ALLEGED OF ALLEGED OF ALLEGED, IN CONNECTION WITH THE PERFORMANCE
- 16. THE LOCATIONS AND DIMENSIONS SHOWN ON THE PLANS FOR EXISTING FACILITIES ARE IN ACCORDANCE WITH AVAILABLE INFORMATION WITHOUT UNCOVERING AND MEASURING. THE ENGINEER DOES NOT GUARANTEE THE ACCURACY OF THIS INFORMATION OR THAT ALL EXISTING
- 17. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE APPLICABLE CODES, ORDINANCES, AND STANDARD SPECIFICATIONS OF ALL AGENCIES THAT HAVE THE RESPONSIBILITY OF REVIEWING PLANS AND SPECIFICATIONS FOR CONSTRUCTION OF ALL ITEMS PER THESE PLANS AND SPECIFICATIONS IN THIS LOCALITY.
- 18. THE CONTRACTOR SHALL OBTAIN ALL THE NECESSARY PERMITS AND PAY PERMIT FEES AS REQUIRED FOR CONSTRUCTION OF THIS PROJECT.
- 19. THE CONTRACTOR SHALL CLEAN UP ALL DEBRIS AND MATERIALS RESULTING FROM HIS OPERATION AND RESTORE ALL SURFACES, STRUCTURES, DITCHES, AND PROPERTY TO THE SATISFACTION OF THE ENGINEER.
- 20. ONCE IN SERVICE, CONTRACTOR SHALL PROVIDE FOR THE CONTINUOUS OPERATION OF THE EXISTING FACILITY WITHOUT INTERRUPTION DURING CONSTRUCTION EXCEPT DURING EXCLUSIVE TRACK WINDOWS OUTLINED IN THE SPECIFICATIONS AND UNLESS SPECIFICALLY AUTHORIZED
- 21. CONTRACTOR TO IDENTIFY DEPTH AND LOCATION OF ALL EXISTING UNDERGROUND UTILITIES. FOR LOCATION OF SIGNALS AND COMMUNICATION CONDUITS CONTACT RAILROAD SIGNAL DEPARTMENT.
- 22. TIMBER TIES SHALL BE SPACED AT 19 1/2 INCHES ON CENTER.
- 23. TEMPORARY FACILITIES CONSTRUCTED AND REMOVED BY THE CONTRACTOR TO PROVIDE FOR MAINTENANCE RAIL OPERATIONS DURING THE PHASING OF CONSTRUCTION (SUCH AS PLACEMENT OF A TEMPORARY TRACK PANEL AT THE LOCATION OF A TURNOUT TO BE CONSTRUCTED AT A FUTURE PHASE) WILL BE CONSIDERED INCIDENTAL TO OTHER ITEMS BEING CONSTRUCTED. NO SEPARATE MEASUREMENT OR PAYMENT WILL BE MADE FOR PROVIDING FOR THE CONTINUOUS OPERATION OF RAIL TRAFFIC.
- 24. EXISTING RAILROAD SIGNAGE (INCLUDING SPEED SIGNS) SHALL BE MAINTAINED DURING CONSTRUCTION PERIOD. ALL RAILROAD SIGNAGE SHALL BE FULLY RESTORED UPON COMPLETION OF EACH WORK PERIOD IN ACCORDANCE WITH SCRRA ENGINEERING STANDARDS. PRIOR TO CONSTRUCTION, SCRRA STANDARD PROJECT, NOTICE SIGNS SHALL BE PLACED AT LOCATIONS AS DIRECTED BY THE ENGINEER. NO TRESPASSING SIGNS SHALL BE PLACED IN ACCORDANCE WITH ES5214 AND AS SHOWN ON THE DRAWINGS.
- 25. CONTACT SIERRA NORTHERN RAILWAY TO ARRANGE FOR FLAGGING SERVICES. FLAGGING SERVICE IS DEPENDENT ON THE EIC AVAILABILITY AND MAY REQUIRE A MINIMUM OF FIFTEEN WORKING DAYS PRIOR TO BEGINNING WORK. PRIOR NOTIFICATION OF FLAGGING SERVICES DOES NOT GUARANTEE THE AVAILABILITY OF THE EIC FOR THE PROPOSED DATE OF WORK.
- 26. ALL PERSONNEL TO ACCESS SPBL ROW MUST COMPLY WITH AN ACCEPTED 49 CFR PART 214 & 243 PROGRAM. CONTRACTOR TO PERFORM WORK IS RESPONSIBLE FOR ALL TESTING REQUIRED PER THEIR ACCEPTED PROGRAM. THE CONTRACTORS RWIC MUST BE CERTIFIED WITH SNR'S CONTRACTOR SAFETY CERTIFICATION. ALLOW 5 WORKING DAYS FROM THE REQUEST TO SNR FOR SAFETY TRAINING TO BE ARRANGED.
- 27. NO MECHANIZED EXCAVATION WITHIN 2 FEET OF FIBER LINE IS ALLOWED. QWEST, VCTC AND MFS TO BE PRESENT FOR ANY ACTIVITY WITHIN 5 FEET HORIZONTALLY OR VERTICALLY OF FIBER LINES. NO FACILITIES MAY BE ADDED CLOSER THAN 2 FEET VERTICALLY OR HORIZONTALLY TO QWEST, LACTC AND MFS'S STRUCTURES, INCLUDING THE ENCASEMENT. CONTRACTOR SHALL POTHOLE ALL FIBER LINES WITHIN THE WORK LIMITS BEFORE BEGINNING WORK IN THAT VICINITY IF CONSTRUCTION EQUIPMENT INTENDS TO DRIVE OVER THE FIBER LINE, CONTRACTOR SHALL PLACE STEEL PLATES OVER THE FIBER LINE BEFORE CONSTRUCTION CREWS DRIVE OVER FIBER.

#### DESIGN CRITERIA

SCRRA DESIGN CRITERIA MANUAL, MARCH 2024

PROJECT SPECIFIC SPECIFICATIONS

SCRRA STANDARD SPECIFICATIONS

FINAL DESIGN (100%) CAMERA READY

INFORMATION CONFIDENTIAL INFORMATION CONFIDENTIAL.
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J. ZIEGLER

J. ZIEGLER

N. ORTEGA

3-18-2025

M. WHITE











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	PROJECT CONTROL						
POINT NUMBER	NORTHING	EASTING	ELEVATION	DESCRIPTION			
500	1971511.827	6280526.913	457.84'	CUT X IN CONC ON WB SIDE OF BRIDGE 27' EAST OF WEST EXPANSION JOINT			
501	1971316.983	6280828.833	458.67'	CUT X IN CONC ON WB SIDE OF BRIDGE 94' WEST OF EAST EXPANSION JOINT			
502	1971336.612	6280917.852	446.28'	3.5" USC&GS BRASS BM DISK STAMPED "S121B8, 1971" ON SE ABUTMENT, CONC WALKWAY			
503	1971201.537	6281085.270	458.32'	MAGNAIL & SPIKE IN GROUND 5.15' FROM CONC CURBING AT GATE TO RR ABUTMENT ON SE SIDE OF RR TRX			

#### LEGEND:

A PROJECT CONTROL POINT

### BASIS OF COORDINATES:

THE BASIS OF HORIZONTAL CONTROL IS THE NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT (NAD83-2011), MUTI-YEAR CORS SOLUTION 2 (MYSC2) ESTABLISHED BY USING THE SMARTNET SYSTEM OF CONTINUOUSLY OPERATING REFERENCE STATIONS (CORS).

COORDINATES ARE IN CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 5, EPOCH 2023.25, US SURVEY FT.

VERTICAL SURVEY CONTROL VALUES HEREON ARE BASED UPON THE NORTH AMERICAN VERTICAL DATUM OF 1988, GNSS-DERIVED BY FAST STATIC SURVEY METHODS USING GEOID18 PER CALIFORNIA PUBBLIC RESOURCES CODE 8890, DEFINED AS CALIFORNIA ORTHOMETRIC HEIGHTS

ALL POSITIONS ARE CALCULATED PER A FULLY CONSTRAINED LEAST SQUARES ADJUSTMENT USING STARNET V11 LEAST SQUARES ADJUSTMENT SOFTWARE.

# GRAPHIC SCALE

#### DESIGNED BY M. CUSICK INFORMATION CONFIDENTIAL **VENTURA COUNTY** All plans, drawings, specifications, and o M. CUSICK TRANSPORTATION COMMISSION CODY J FESTA C. FESTA

03-18-2025

SESPE CREEK OVERFLOW BRIDGE REPAIR ON THE SANTA PAULA BRANCH LINE, FILLMORE,

SURVEY CONTROL EXHIBIT

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REV. DATE

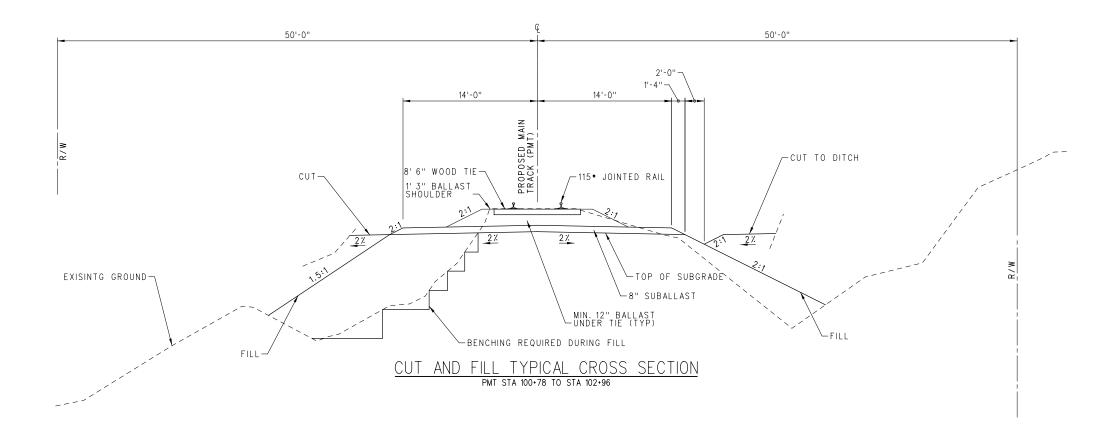
FINAL DESIGN (100%) CAMERA READY







- CONTRACTOR TO REMOVE AND REPLACE TRACK FOR BRIDGE CONSTRUCTION.
- CONTRACTOR SHALL MAINTAIN A MINIMUM WALKWAY PER SCRRA ES 2109 FOR ALL REINSTALLED AND RESURFACED TRACK.
- 3. SEE STRUCTURAL PLANS FOR PROPOSED BRIDGE.
- CONTRACTOR SHALL GRADE FOR BOTH DITCHES TO PROPERLY DRAIN.
- CONTRACTOR TO BENCH FILL INTO EXISTING GRADE WITH A MAX OF 3' HORIZONTAL BENCH FOR LOWEST BENCH, 2' MAX ON SUBSEQUENT



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J. ZIEGLER J. ZIEGLER M. WHITE N. ORTEGA 3-18-2025



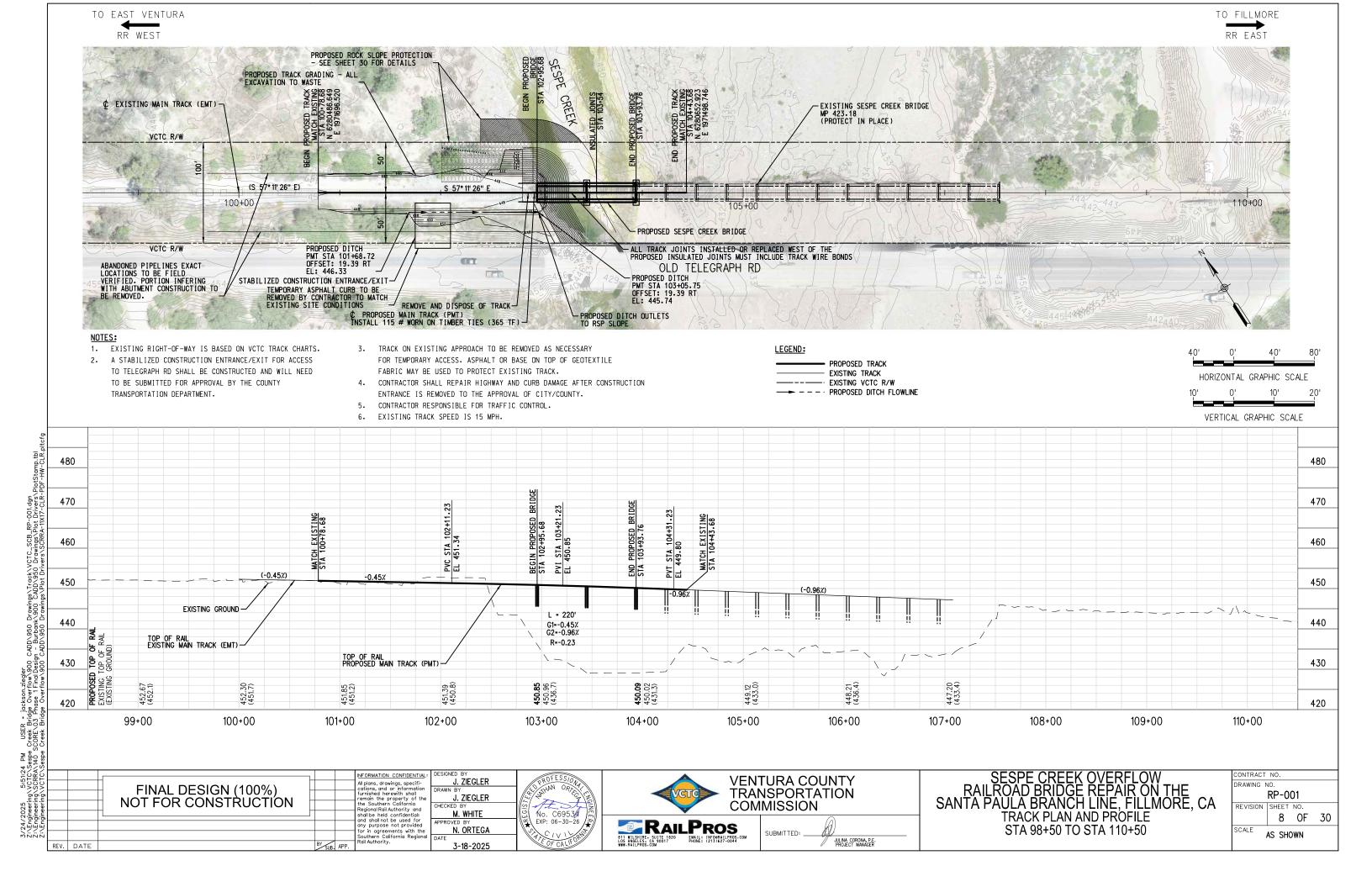


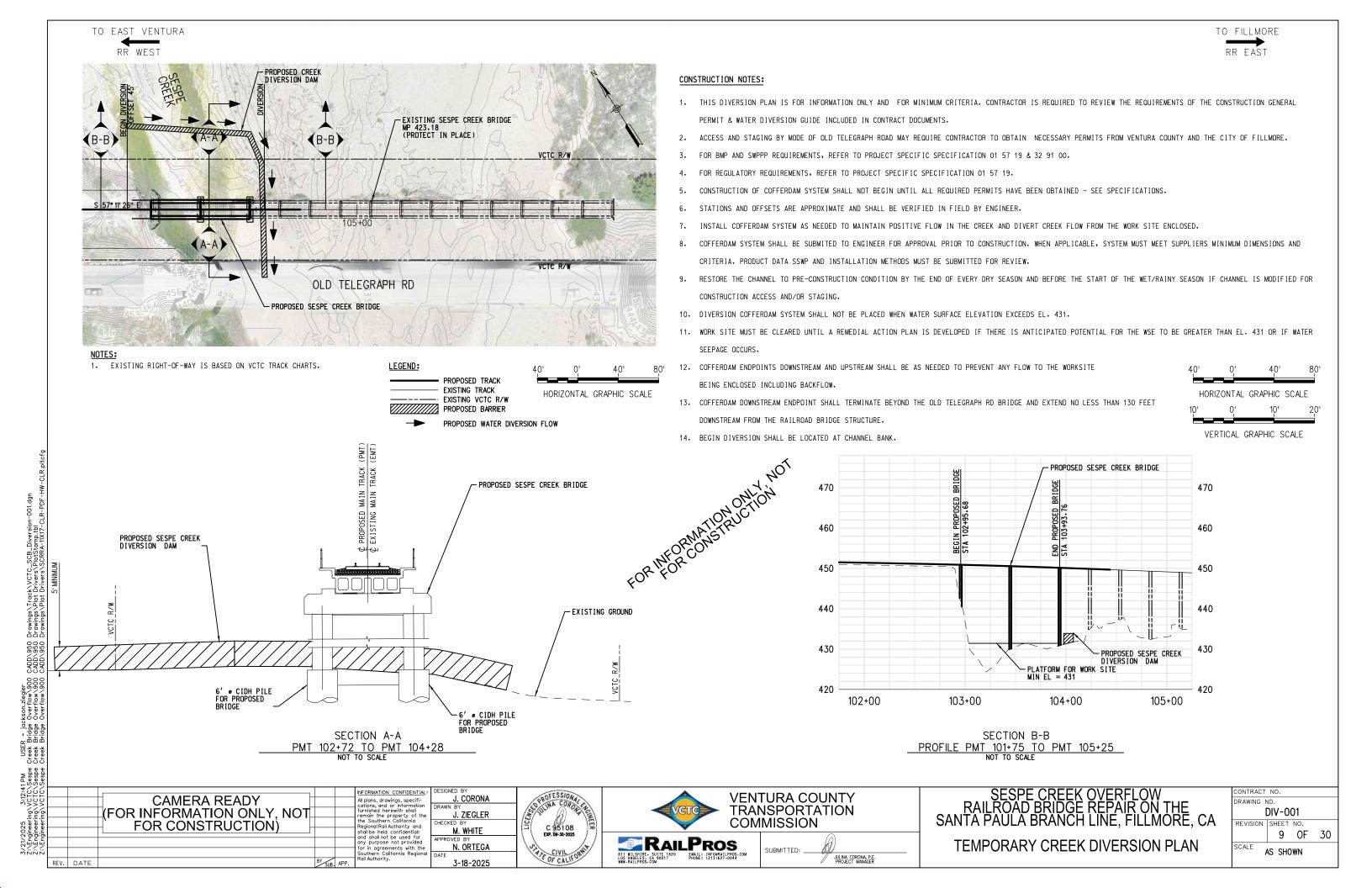
JULINA CORONA, P.E. PROJECT MANAGER

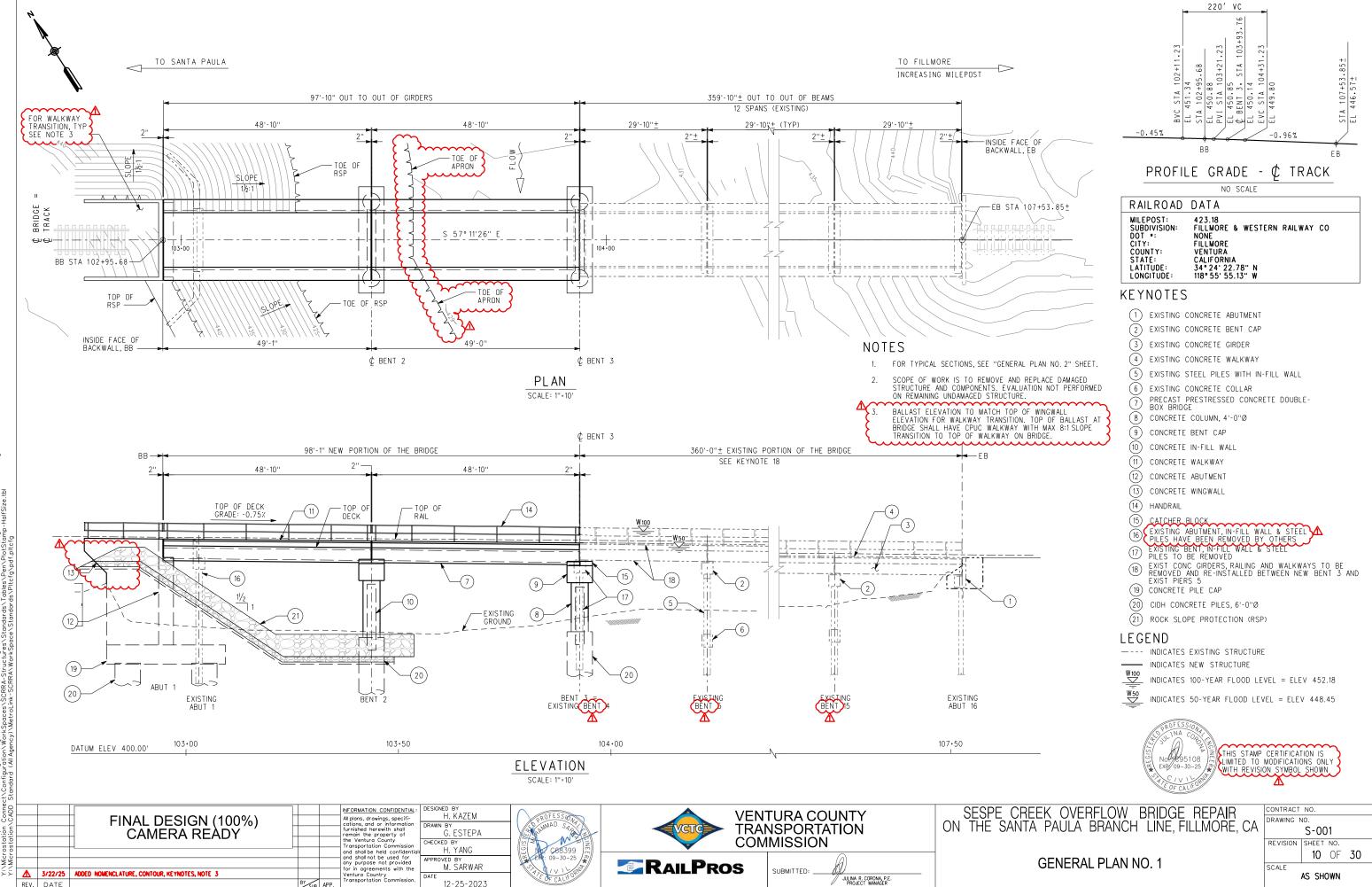
SESPE CREEK OVERFLOW RAILROAD BRIDGE REPAIR ON THE SANTA PAULA BRANCH LINE, FILLMORE, CA TYPICAL SECTION

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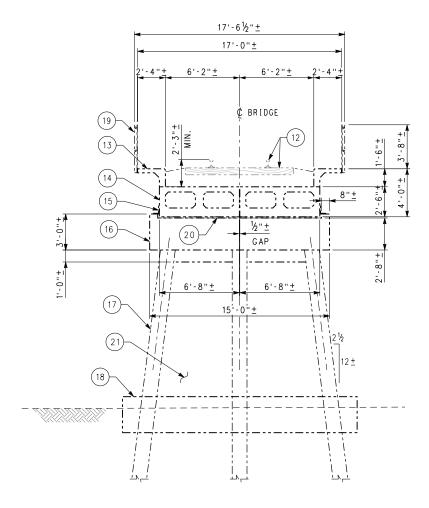






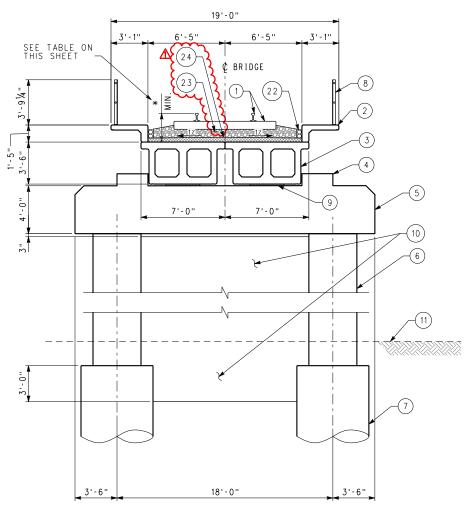
12-25-2023

JULINA R. CORONA, P.E. PROJECT MANAGER



TYPICAL SECTION - EXISTING BENTS

SCALE: 1/4" = 1'-0"



TYPICAL SECTION - NEW BENTS 2 & 3

SCALE: 1/4" = 1'-0"

x	DEPTH	TOP/RAIL TO TOP/DECK
	8" 8" 8" 4"	RAIL & TIE PLATE TIMBER TIE MINIMUM BALLAST MAXIMUM HMA AT CENTERLINE AND VARIES WITH 17. CROSS SLOPE
	2'-4"	TOTAL (SEE NOTE 2)

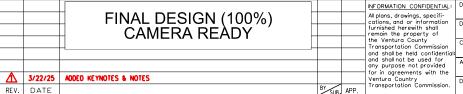
#### KEYNOTES

- (1) RAIL AND TIMBER TIES
- 2) PRECAST CONCRETE BALLAST CURB & SIDEWALK
- 3 PRECAST PRESTRESSED CONCRETE DOUBLE BOX GIRDER
- (4) CONCRETE SHEAR KEY
- (5) CAST-IN-PLACE CONCRETE BENT CAP
- (6) CONCRETE COLUMN, 4'-0"Ø
- (7) CIDH CONCRETE PILE, 6'-0"Ø
- (8) HANDRAIL
- 9 BEARING PAD
- (10) CONCRETE IN-FILL WALL
- (11) EXISTING GRADE
- (12) EXISTING RAIL AND TIES
- (13) EXISTING BALLAST CURB & SIDEWALK
- EXISTING PRECAST PRESTRESSED CONCRETE DOUBLE BOX GIRDER
- (15) EXISTING STEEL ANGLE
- (16) EXISTING CONCRETE BENT CAP
- (17) EXISTING STEEL PILE
- (18) EXISTING CONCRETE BRACE
- (19) EXISTING HANDRAIL
- (20) EXISTING BEARING PAD, 3/4"± THK
- (21) EXISTING CONCRETE IN-FILL WALL
- 22) 2~4" ID GALVANIZED METAL CONDUIT WITH CONDUIT BRACKET EACH SIDE OF BRIDGE STRUCTURE (TOTAL 4) PER SCRRA STANDRAD PLAN ES6001-05 & ES6002-14
- 23 BALLAST
- (24) HOT MIX ASPHALT (HMA)

#### NOTES

- ALL EXISTING DIMENSIONS ARE APPROXIMATE AND SHALL BE FIELD MEASURED AND CONFIRMED BEFORE START OF WORK OR ORDERING MATERIALS.
- DIMENSIONS LISTED ARE MINIMUM AND SHALL BE ADJUSTED AS NEEDED TO MAINTAIN THE EXISTING TRACK PROFILE.
- 3. REFER TO SCRRA ENGINEERING STANDARD DRAWING ES 6001-02 FOR BALLAST DEPTH AND HMA DEPTH REQUIREMENTS.
  - REFER TO SCRRA ENGINEERING STANDARD DRAWING ES 6001-03 FOR HMA PLACEMENT REQUIREMENTS.











JULINA R. CORONA, P.E. PROJECT MANAGER SESPE CREEK OVERFLOW BRIDGE REPAIR ON THE SANTA PAULA BRANCH LINE, FILLMORE, CA

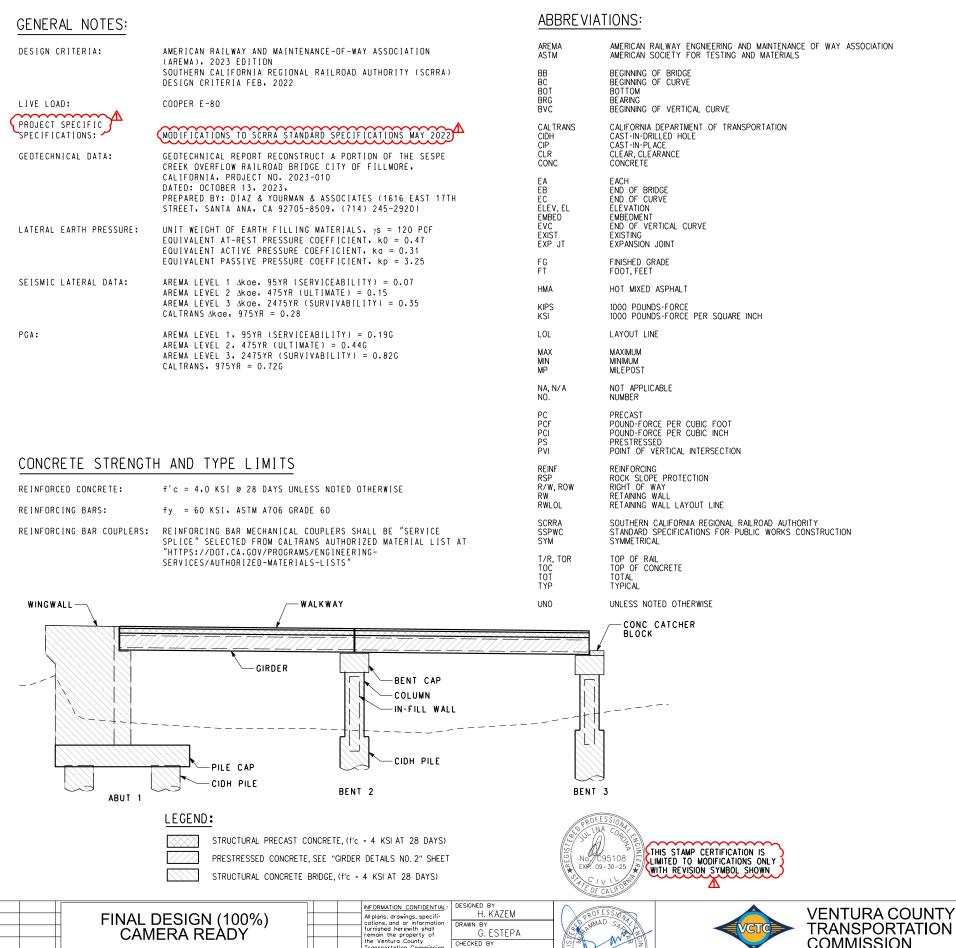
GENERAL PLAN NO. 2



CAMERA READY

3/22/25 UPDATED GEN NOTES, SHEET NUMBERS

REV. DATE



G. ESTEPA

PROVED BY
M. SARWAR

12-25-2023

HECKED BY

the ventura County
- Transportation Commission
and shall be held confidential
and shall not be used for
any purpose not provided
for in agreements with the
Ventura Country
- Transportation Commission.

#### INDEX OF DRAWINGS:

SHT.	DWG. NO.	REV. NO.	TITLE
$\Delta$ (10)	S-001		GENERAL PLAN NO. 1
<b>∑</b> 11 <b>3</b>	S-002		GENERAL PLAN NO. 2
12	S-003		GENERAL NOTES AND INDEX OF DRAWINGS
<b>\$</b> 13 <b>\$</b>	S-004		STAGE CONSTRUCTION PLAN
<b>\</b> 14 <b>\</b>	S-005		FOUNDATION PLAN
<b>\</b> 15 <b>\</b>	S-006		ABUTMENT DETAILS NO. 1
<b>5</b> 16 <b>3</b>	S-007		ABUTMENT DETAILS NO. 2
<b>\</b> 17 <b>\</b>	S-008		ROCK SLOPE PROTECTION
<b>\</b> 18 <b>\</b>	S-009		BENT DETAILS NO. 1
<b>5</b> 19 <b>3</b>	S-010		BENT DETAILS NO. 2
20 3	S-011		BENT DETAILS NO. 3
<b>21 3</b>	S-012		GIRDER DETAILS NO. 1
223	S-013		GIRDER DETAILS NO. 2
23 3	S-014		HANDRAIL REPLACEMENT PLAN
24	S-015		HANDRAIL DETAILS
25 }	S-016		MISCELLANEOUS DETAILS NO. 1
\\\ 26 \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	S-017	~~~	MISCELLANEOUS DETAILS NO. 2
27	GE-001		LOG OF TEST BORINGS
28	GE-002		SOIL LEGEND 1 OF 2 - LOG OF TEST BORINGS
29	GE-003		SOIL LEGEND 2 OF 2 - LOG OF TEST BORINGS
30	SC-001		ROCK SLOPE PROTECTION, MANDATORY OWNER OPTION

#### CONSTRUCTION NOTE:

CONTRACTOR SHALL FIELD VERIFY AND CALCULATE THE SEAT ELEVATIONS FOR THE NEW ABUTMENT AND BENTS TO MAINTAIN THE TRACK PROFILE BEFORE FABRICATION OR ORDERING ANY MATERIALS.

SESPE CREEK OVERFLOW BRIDGE REPAIR ON THE SANTA PAULA BRANCH LINE, FILLMORE, CA

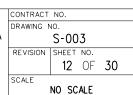
GENERAL NOTES AND INDEX OF DRAWINGS

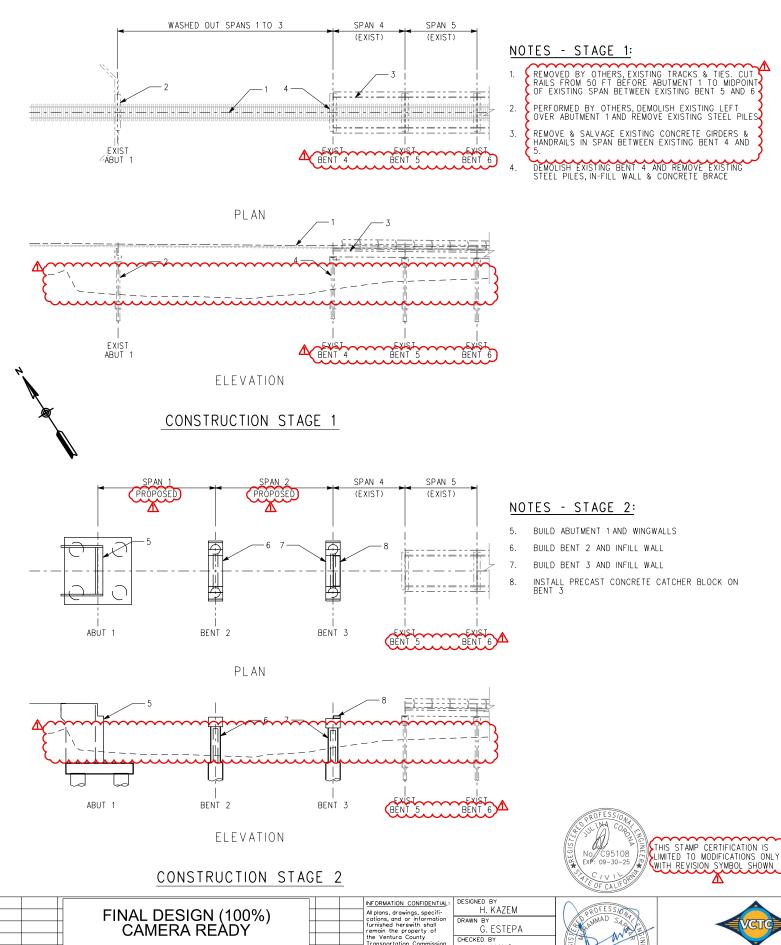
COMMISSION

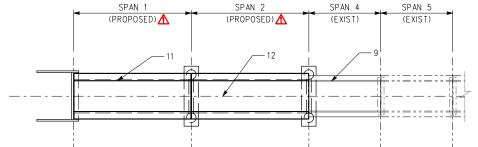
SUBMITTED:

JULINA R. CORONA, P.E. PROJECT MANAGER

RAILPROS







BENT 2

ABUT 1

# PLAN ABUT 1 BENT 2 ELEVATION

#### CONSTRUCTION STAGE 3 - FINAL

## NOTES - STAGE 3, FINAL:

BENT 6

- RE-INSTALL SPAN 4 SUPERSTRUCTURE INCLUDING GIRDERS, WALKWAYS & HANDRAILS
- BUILD ROCK SLOPE PROTECTION FOR ABUTMENT 1
- INSTALL NEW SUPERSTRUCTURE ON SPANS 1 AND 2 INCLUDING WALKWAYS AND HANDRAILS
- INSTALL STEEL PLATES, GIRDER RESTRAINERS, HMA, BALLAST, TRACKS & TIES



**VENTURA COUNTY TRANSPORTATION** COMMISSION RAILPROS



SESPE CREEK OVERFLOW BRIDGE REPAIR ON THE SANTA PAULA BRANCH LINE, FILLMORE, CA

STAGE CONSTRUCTION PLAN

CONTRACT NO. DRAWING NO. S-004 REVISION SHEET NO. 13 OF 30 NO SCALE

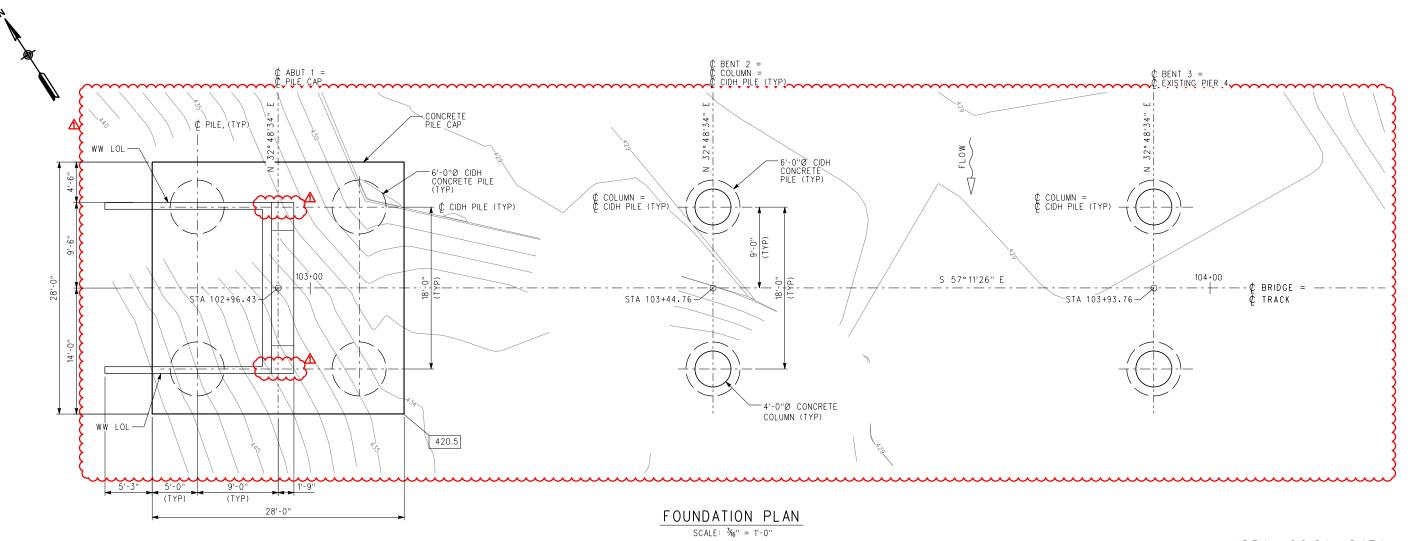
PM USER • gerry.estepo fs\ZZPfanieering\VCTC\Sespe Creek Bridge Overflow\900 CADD\950 Drawings\Structures\` configuration\WorkSpaces\SCRRA-Structures\Standords\Tables\Pen\PlotStamp-HalfSize.tbl andord \All Aqency\\MetroLink-SCRRA\Work\Space\Standords\Pltcfg\pdf.pl

3/22/25 UPDATED NOMENCLATURE, STAGE CONSTRUCTION NOTES, EG & RSP PROFILE REV. DATE

H. YANG PROVED BY M. SARWAR 12-25-2023







				PILE DATA	A TABLE		
	0115 7405	NOMINAL RESIST	TANCE (kips)	PILE CUT-OFF	DESIGN TIP	SPECIFIED TIP	NOMINAL DRIVING
LOCATION	PILE TYPE	COMPRESSION	TENSION	ELEVATION (ft)	ELEVATION (ft)		RESISTANCE (kips)
ABUT 1	72″Ø CIDH	716	0	420.75	(a) 322.25 (c) 378.25 (d) 355.75	322.25	N/A
BENT 2	72″Ø CIDH	778	304	425.00	(a) 350.0 (b) 392.0 (c) 364.0 (d) 355.0	350.00	N/A
BENT 3	72″Ø CIDH	778	304	429.00	(a) 354.0 (b) 396.0 (c) 368.0 (d) 359.0	354.00	N/A

NOTES:
1. DESIGN TIP ELEVATIONS ARE CONTROLLED BY: (a) COMPRESSION. (b) TENSION. (c) SETTLEMENT. AND (d) LATERAL LOAD.
2. THE SPECIFIED TIP ELEVATION FOR DRIVEN PILES MUST NOT BE RAISED ABOVE THE DESIGN TIP ELEVATIONS FOR SETTLEMENT AND LATERAL LOAD. THE SPECIFIED TIP ELEVATION FOR CIDH PILES MUST NOT BE RAISED.

		BENCH	MARK	
POINT NUMBER	NORTHING	EASTING	ELEV (FT)	DESCRIPTION
500	1971511.827	6280526.913	457.84′	CUT X CONC ON WB SIDE OF BRIDGE 27' EAST OF WEST EXP JT
501	1971316.983	62808728.833	458.67′	CUT X CONC ON WB SIDE OF BRIDGE 94' EAST OF WEST EXP JT
502	1971336.612	6280917.852	446.28′	3.5" USC&GS BRASS BM DISK STAMPED "S12188, 1971" ON SE ABUTMENT, CONC WALKWAY
503	1971201.537	6281085.270	458.32′	MAGNAIL & SPIKE IN GROUND 5.15' FROM CONC CURBING AT GATE TO RR ABUTMENT DN SESIDE OF RR TRACK

SURVEY CONTROL:

THE BASIC HORIZONTAL CONTROL IS THE NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT (NAD83-2011), MUTI-YEAR CORS SOLUTION 2 (MYSC2) ESTABLISHED BY USING THE SMARTNET SYSTEM OF CONTINUOUSLY OPERATING REFERENCE STATIONS (CORS).

COORDINATES ARE IN CALIFORNIA STATE PLAN COORDINATE SYSTEM, ZONE 5, EPOCH 2023.25, US

VERTICAL SURVEY CONTROL VALUES HEREON ARE BASED UPON THE NORTH AMERICAN YERICAL DATUM OF 1988, GNSS-DERIVED BY FAST STATIC SURVEY METHODS USING GEIOD18 PER CALIFORNIA PUBLIC RESOURCES CODE 8890, DEFINED AS CALIFORNIA ORTHOMETRIC HEIGHTS OF 1988 (CH88).

ALL POSITION ARE CALCULATED PER A FULLY CONSTRAINED LEAST SQUARES ADJUSTMENT USING STARNET V11 LEAST SQUARES ADJUSTMENT SOFTWARE.

JULINA R. CORONA, P.E. PROJECT MANAGER

#### HYDRAULOGICAL DATA

50 YEAR FLOOD LEVEL = 448.45 100 YEAR FLOOD LEVEL = 452.18

#### LEGEND

--- NEW STRUCTURE

72" Ø CIDH PILE

XXX.X BOTTOM OF PILE CAP ELEVATION

DIRECTION OF FLOW

#### NOTES

ONLY NEW STRUCTURE SHOWN FOR CLARITY EXISTING STRUCTURE PORTION THAT REMAINS IN PLACE IS NOT SHOWN. SEE GENERAL PLAN AND STAGE CONSTRUCTION



THIS STAMP CERTIFICATION IS LIMITED TO MODIFICATIONS ONLY WITH REVISION SYMBOL SHOWN

		FINAL DESIGN (100%) CAMERA READY			INFORMATION CONFIDENTIAL: All plans, drawings, specifications, and or information furnished herewith shall remain the property of the Ventura County	DR
					Transportation Commission and shall be held confidential:	СН
					and shall not be used for any purpose not provided for in agreements with the	AP
Δ	3/22/25	UPDATED CONTOURS, ABUT 1 SHEAR KEY LINES, SPELLING			Ventura Country	DA
REV.	DATE		BY SUB.	APP.	Transportation Commission.	

SIGNED BY H. KAZEM	PROFESSIONA
AWN BY G. ESTEPA	SEL STUMING WASE
ECKED BY H. YANG	Shamed Razem W. No. C90676
PROVED BY M. SARWAR	EXP: 12-31-25
TE 12-25-2023	FOF CALIFO

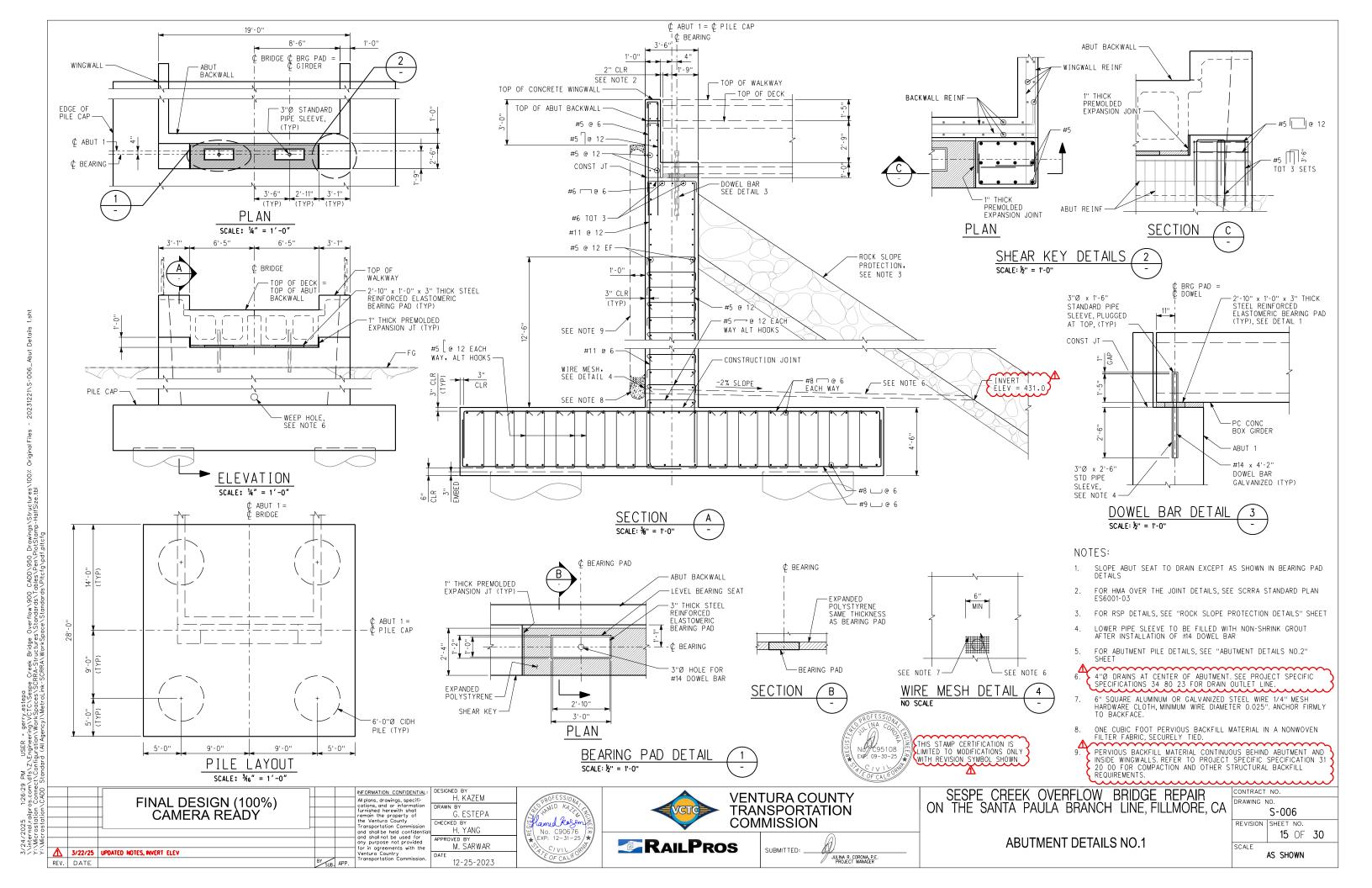


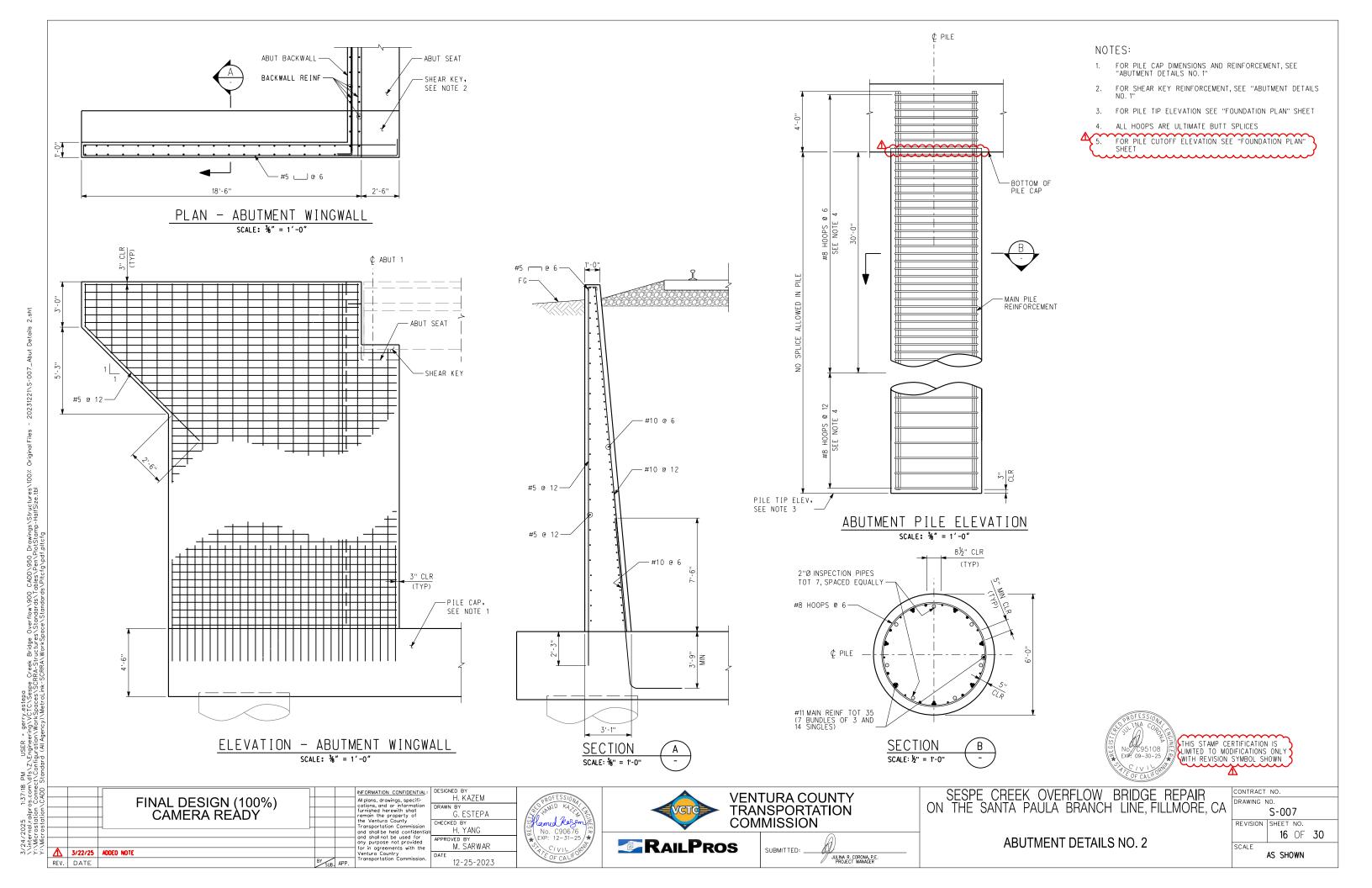


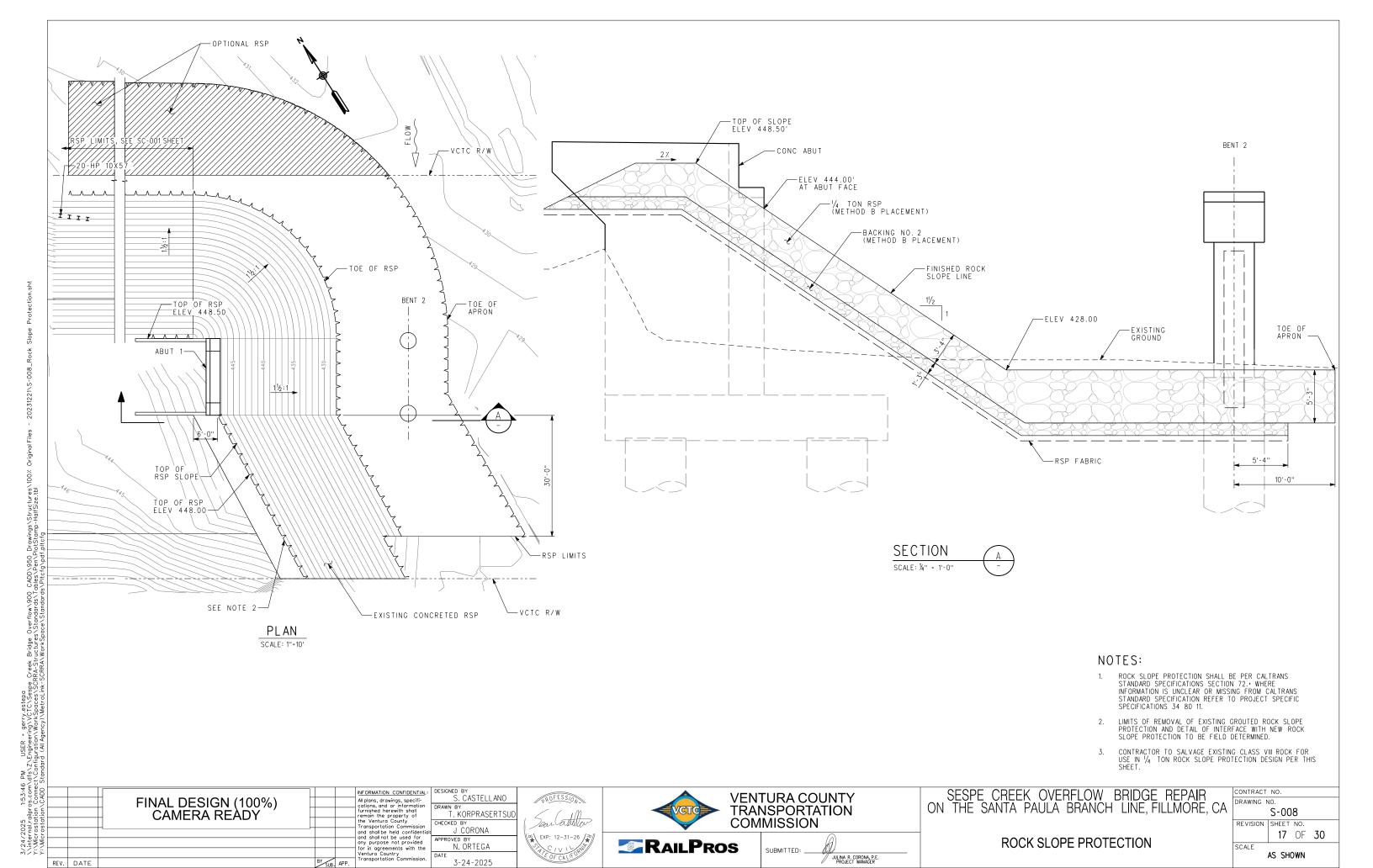
SESPE CREEK OVERFLOW BRIDGE REPAIR ON THE SANTA PAULA BRANCH LINE, FILLMORE, CA

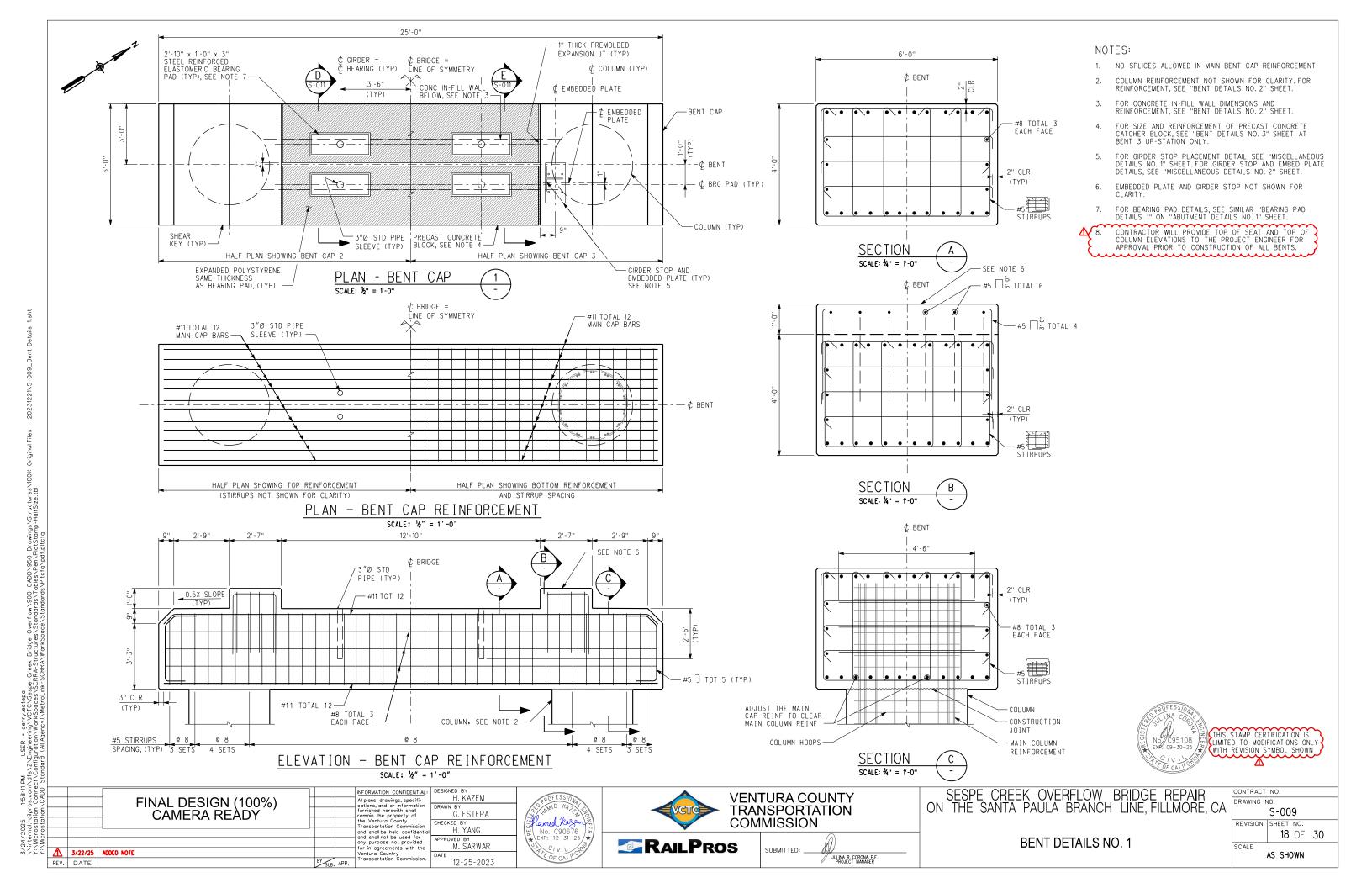
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	REVISION	SHEET	NO.		_
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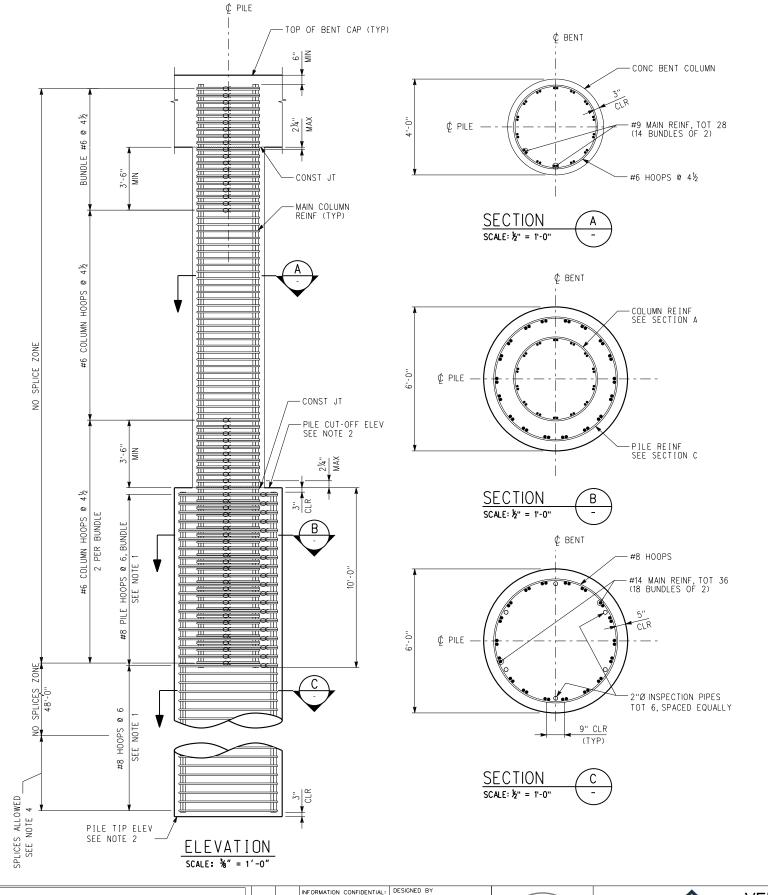
**FOUNDATION PLAN** 











#### NOTES:

- 1. ALL HOOPS ARE ULTIMATE BUTT SPLICES
- FOR PILE TIP AND CUT-OFF ELEVATION, SEE PILE DATA TABLE ON "FOUNDATION PLAN" SHEET
- 3. NO SPLICES ALLOWED IN THE COLUMN MAIN REINFORCEMENT
- 4. SPLICES SHALL BE SERVICE SPLICES "MECHANICAL COUPLERS"

5. REFER TO PROJECT SPECIFICATIONS FOR PILE AND COLUMN CONSTRUCTION IN WET CONDITIONS.

#### LEGEND



AL: DESIGNED BY
H. KAZEM

DRAWN BY
T. KORPRASERTSUD

CHECKED BY
H. YANG
APPROVED BY
M. SARWAR

DATE
12-25-2023





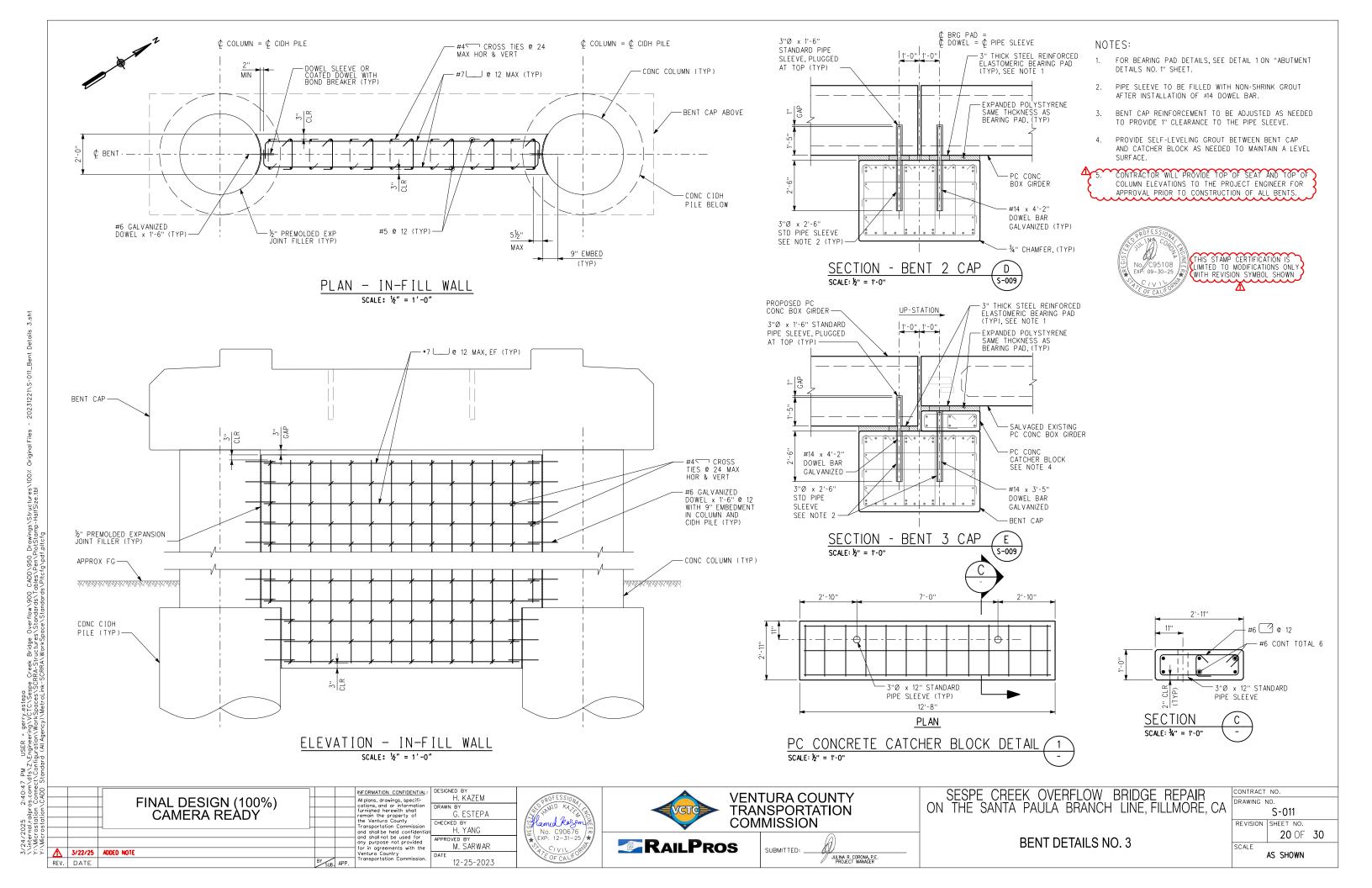
VENTURA COUNTY
TRANSPORTATION
COMMISSION

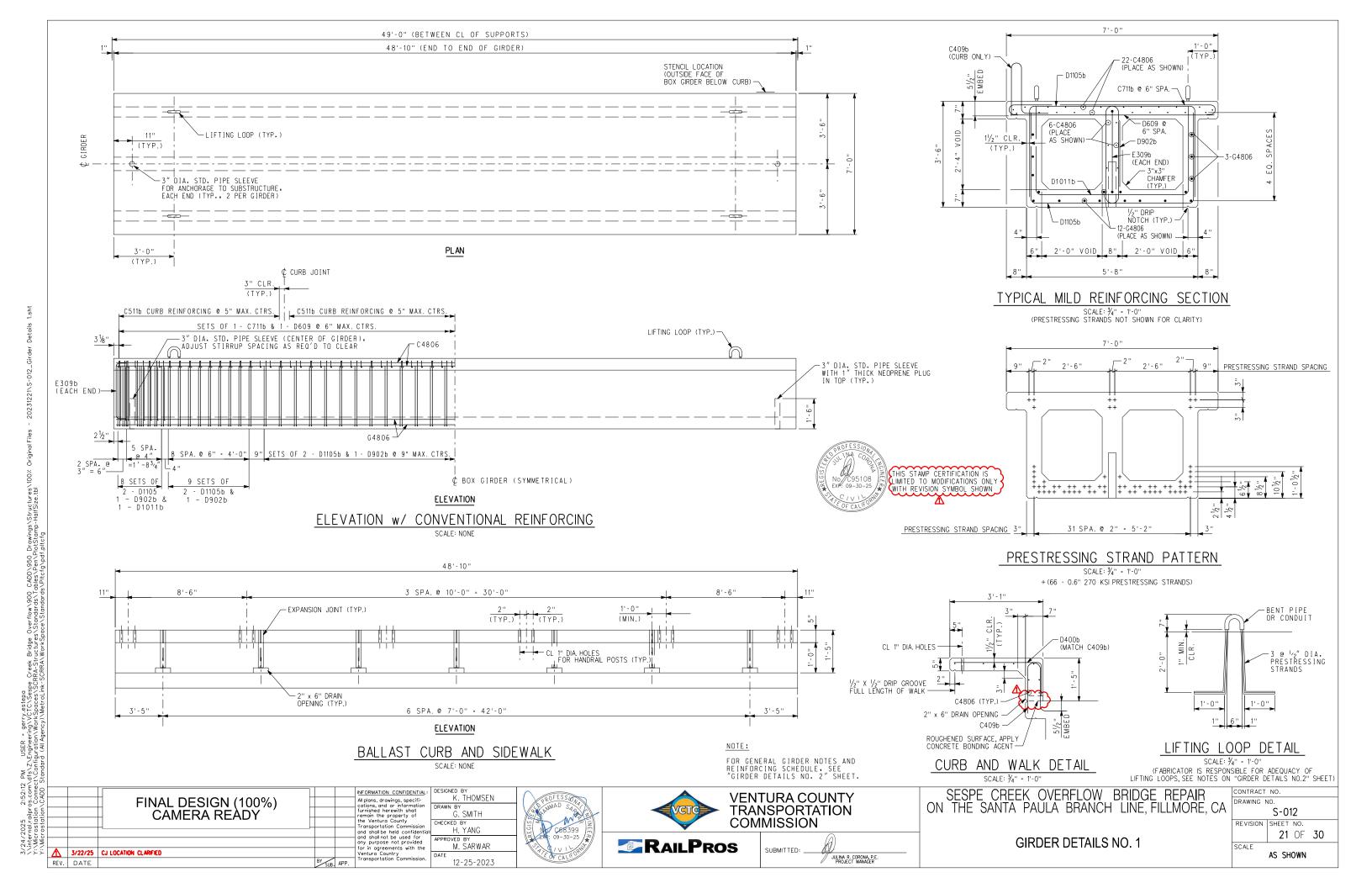


SESPE CREEK OVERFLOW BRIDGE REPAIR ON THE SANTA PAULA BRANCH LINE, FILLMORE, CA

BENT DETAILS NO. 2

	CONTRACT	NO.			
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		19	OF	30	
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THE COMPRESSIVE STRENGTH OF THE CONCRETE SHALL BE 6,500 PSI AT THE TRANSFER OF THE PRESTRESSING FORCE AND

MINIMUM COMPRESSIVE STRENGTH OF CURB CONCRETE SHALL BE 4,000 PSI AT 28 DAYS.

AIR ENTRAINING AGENTS SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS SPECIFIED IN THE CURRENT EDITION OF ASTM C260. THE TOTAL ENTRAINED AIR CONTENT SHALL BE 6% +/- 1% BY VOLUME OF THE PLASTIC CONCRETE.

CONCRETE AGGREGATE SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS SPECIFIED IN THE CURRENT EDITION OF ASTM C33. COARSE AGGREGATE SHALL BE SIZE NO. 67.

#### PRESTRESSING STRAND:

PRESTRESSING STRAND SHALL BE 0.6 INCH DIAMETER, SEVEN WIRE, UNCOATED, LOW RELAXATION PRESTRESSING STRAND WHICH IS IN ACCORDANCE WITH THE REQUIREMENTS SPECIFIED IN ASTM A416. THE PRESTRESSING STRAND SHALL HAVE AN ULTIMATE TENSILE STRENGTH OF 270 KSI. THE INITIAL PRESTRESS SHALL BE 43,400 LBS. PER PRESTRESSING STRAND UNLESS NOTED OTHERWISE.

PRESTRESSING STRAND SHALL BE TESTED IN ACCORDANCE WITH PCIRECOMMENDATIONS (MOUSTAFA METHOD) AND CERTIFIED BY THE FABRICATOR AS HAVING ADEQUATE BOND CHARACTERISTICS TO SATISFY THE PREDICTION EQUATIONS FOR TRANSFER AND DEVELOPMENT

AN ALTERNATE PRESTRESSING STRAND PATTERN WHICH HAS THE SAME ECCENTRICITY AS THE PATTERN SHOWN ON THIS PLAN AND IS BETTER SUITED TO THE MANUFACTURER'S FACILITIES WILL BE CONSIDERED. MANUFACTURER MUST SUBMIT PLANS AND COMPUTATIONS FOR ENGINEER'S APPROVAL PRIOR TO CASTING.

#### REINFORCING STEEL:

REINFORCING STEEL SHALL BE DEFORMED, PER CURRENT ASTM A615 SPECIFICATION AND MEET GRADE 60 REQUIREMENTS, EXCEPT BARS CROSSING CURB JOINT TO BE PER CURRENT ASTM A1035 SPECIFICATION. BARS REQUIRED TO MEET ASTM A1035 ARE NOTED IN THE

FABRICATION OF REINFORCING STEEL SHALL BE PER CHAPTER 7 OF THE CRSIMANUAL OF STANDARD PRACTICE. DIMENSIONS OF BENDING DETAILS ARE OUT TO OUT OF BAR

REINFORCING STEEL IS TO BE BLOCKED TO PROPER LOCATION AND SECURELY WIRED AGAINST DISPLACEMENT. USE PLASTIC PROTECTED REINFORCING SUPPORTS, MEETING CRSISPECIFICATIONS CHAPTER 3, CLASS 1. TACK WELDING OF REINFORCING IS PROHIBITED. MINIMUM CONCRETE COVER ON REINFORCEMENT SHALL MEET CURRENT AREMA REQUIREMENTS.

DEAD LOAD (ASSUMED - LB. PER LIN. FT. OF TRACK):

TOTAL	8,445
CURB, WALK, & HANDRAIL GIRDERS	580 3,600
BALLAST	4,065
TRACK, FASTENERS, ETC.	200

THE FABRICATOR SHALL CAMBER THE GIRDERS AS REQUIRED TO RESULT IN A NET VERTICAL DEFLECTION OF 0" DUE TO MAXIMUM DEAD LOADS SHOWN BELOW.

DEAD LOAD (ASSUMED - LB. PER LIN. FT. OF ONE GIRDER):

TRACK, FASTENERS, ETC.	100
BALLAST	2,035
CURB, WALK, & HANDRAIL	290
GIRDERS	1,800
TOTAL	4.225

LIVE LOAD: COOPER E80

IMPACT:  $\frac{225}{\sqrt{g}}$  % (WHERE & = L - 24")

#### MANUF ACTURE

PRODUCTION PROCEDURES AND DIMENSIONAL TOLERANCES FOR THE MANUFACTURE OF PRECAST, PRESTRESSED GIRDERS SHALL BE IN ACCORDANCE WITH THE AREMA MANUAL FOR RAILWAY ENGINEERING AND THE PRECAST CONCRETE INSTITUTE'S CURRENT MANUAL MNL 116 FOR QUALITY CONTROL.

TOLERANCE FOR LOCATION OF LIFTING LOOPS SHALL BE +/- 1/2 ".

THE ENDS OF THE PRESTRESSING STRANDS SHALL BE RECESSED AND GROUTED TO A MINIMUM COVER OF 2" AFTER CASTING IS COMPLETE.

CURB SHALL BE CAST AFTER GIRDER IS REMOVED FROM FORM. GIRDERS SHALL BE SUPPLIED WITH CURB.

CONCRETE BONDING AGENT: REFER TO SPECIFICATIONS.

SURFACES SHALL BE FORMED IN A MANNER WHICH WILL PRODUCE A SMOOTH AND UNIFORM APPEARANCE WITHOUT RUBBING OR PLASTERING. UNLESS OTHERWISE NOTED, EXPOSED EDGES OF 90-DEGREES OR LESS ARE TO BE CHAMFERED 3/4 "x 3/4 ". UNFORMED SURFACES SHALL HAVE A SMOOTH FINISH FREE OF ALL FLOAT AND TROWEL MARKS.

THE FABRICATOR SHALL STENCIL THE FABRICATOR'S NAME, DATE OF FABRICATION, PIECE MARK, AND ACTUAL LIFTING WEIGHT

VOID DIMENSIONS SHOWN ARE MAXIMUM AND MUST NOT BE EXCEEDED AT ANY POINT INCLUDING SPLICES OF VOID FORM.

GIRDERS SHALL BE SUPPORTED BY BLOCKING WITHIN 1'-6" OF ENDS DURING STORAGE AND TRANSPORT. STORE AND TRANSPORT

INSPECTION, LOADING, AND SECURING FOR SHIPMENT: REFER TO SPECIFICATIONS.

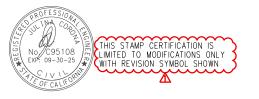
#### LIFTING LOOPS

THE AREA AROUND LIFTING LOOPS SHALL NOT BE RECESSED. LIFTING LOOPS TO BE REMOVED IN FIELD FLUSH WITH CONCRETE SURFACE.

IF LIFTED WITH SLINGS INSTEAD OF LIFTING LOOPS, SLINGS MUST NOT BE PLACED MORE THAN 3'-0" FROM ENDS OF GIRDERS.

FABRICATOR IS RESPONSIBLE FOR DEVELOPING LIFTING LOOP ANCHORAGE DETAIL TO PROVIDE SAFETY FACTOR OF 4 ON WORKING LOAD. DETAIL SHALL BE PROOF-TESTED WITH TEST RESULTS KEPT ON FILE BY FABRICATOR AND AVAILABLE FOR INSPECTION BY THE ENGINEER.

REFER TO PROJECT SPECIFIC SPECIFICATION 34 80 43 FOR ERECTION PLAN AND OTHER ERECTION AND FABRICATION SUBMITTAL



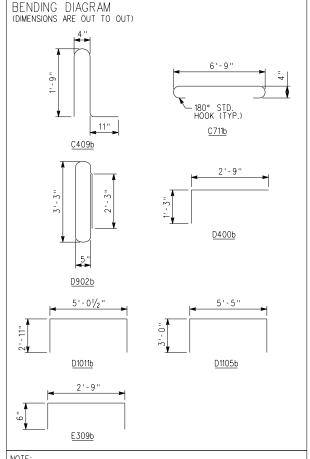
JULINA R. CORONA, P.E PROJECT MANAGER

	REINFO	RCING	SCHEDULE	
(QUANTITY	PER ON	E 42" DO	OUBLE CELL BO	X GIRDER)
REQ'D	MARK	SIZE	LENGTH	SHAPE
116	C409b	#4	4'-9"	
98	C711b	*4	7'-11''	C
36	C4806	#4	48'-6"	
116	D400b	<b>*</b> 5	4'-0"	ſ
98	D609	<b>*</b> 5	6'-9"	
80	D902b	*5	9'-2"	0
16	D1011b	*5	10' - 11''	
160	D1105b	<b>*</b> 5	11'-5''	
2	E309b	*6	3'-9"	
18	G4806	*8	48'-6"	

EST. WT. OF REINFORCING STEEL = 8.425 LB.

		WEIGHTS (O	NE GIRDER)	
NOMINAL	NOMINAL V	VEIGHT *	MAX LIFTING	WEIGHT **
GIRDER LENGTH (L)	WEI (WITH CURI	GHT B & WALK)		GHT B & WALK)
	LB.	TON	LB.	TON
49'	98,230	49.1	103,455	51.8

- \* Computed weights using nominal dimensions. For planning purposes only. Fabricator to determine actual lifting weight. If scale weight not available, use maximum weights.
- \*\* Computed weights using maximum dimensions per allowable tolerances. Use for lifting weight if scale weight is not available.



BAR DESIGNATIONS CONSIST OF BAR SIZE & LENGTH FOLLOWED BY THE LETTER "b" IF BENT. BAR SIZES ARE REPRESENTED BY THE LETTERS A THROUGH L CORRESPONDING TO BAR SIZE \*2 THROUGH \*18. BAR LENGTHS ARE GIVEN IN FEET AND INCHES; THE LAST TWO DIGITS ARE INCHES.

	FINAL DESIGN (100%) CAMERA READY			All plans, drawings, specifi- cations, and or information furnished herewith shall remain the property of the Ventura County Transportation Commission and shall be held confidentials	DE
_	ADDED NOTE			for in agreements with the	AF
_	AUGU NOTE	BY SUB	APP.	Ventura Country Transportation Commission.	D

SIGNED BY K. THOMSEN	PROFESSION
AWN BY G. SMITH	Lo DAMMA D SA
ECKED BY H. YANG	SS 2 C68399
PROVED BY M. SARWAR	09-30-2
12-25-2023	PIE OF CALIFO



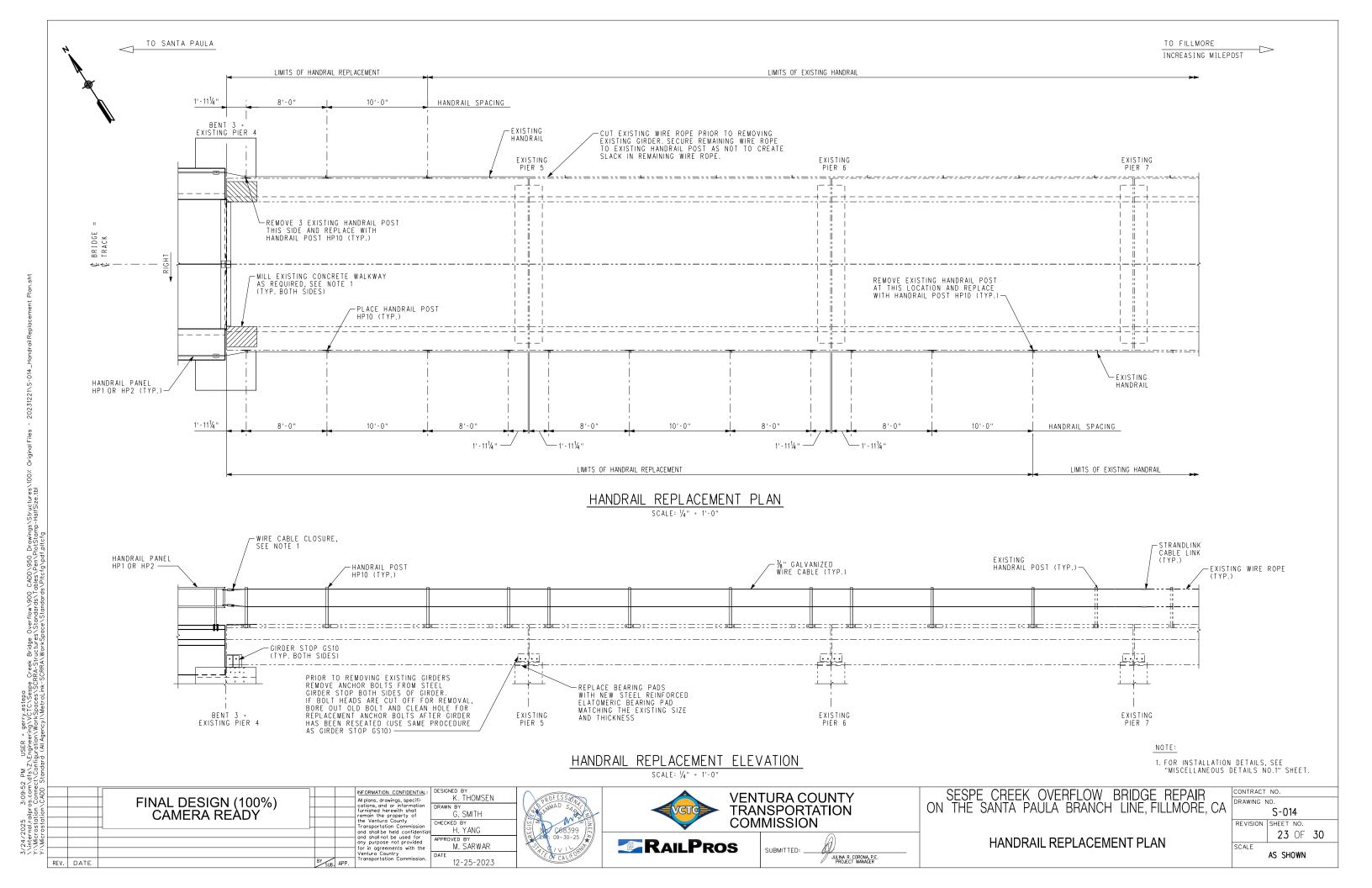


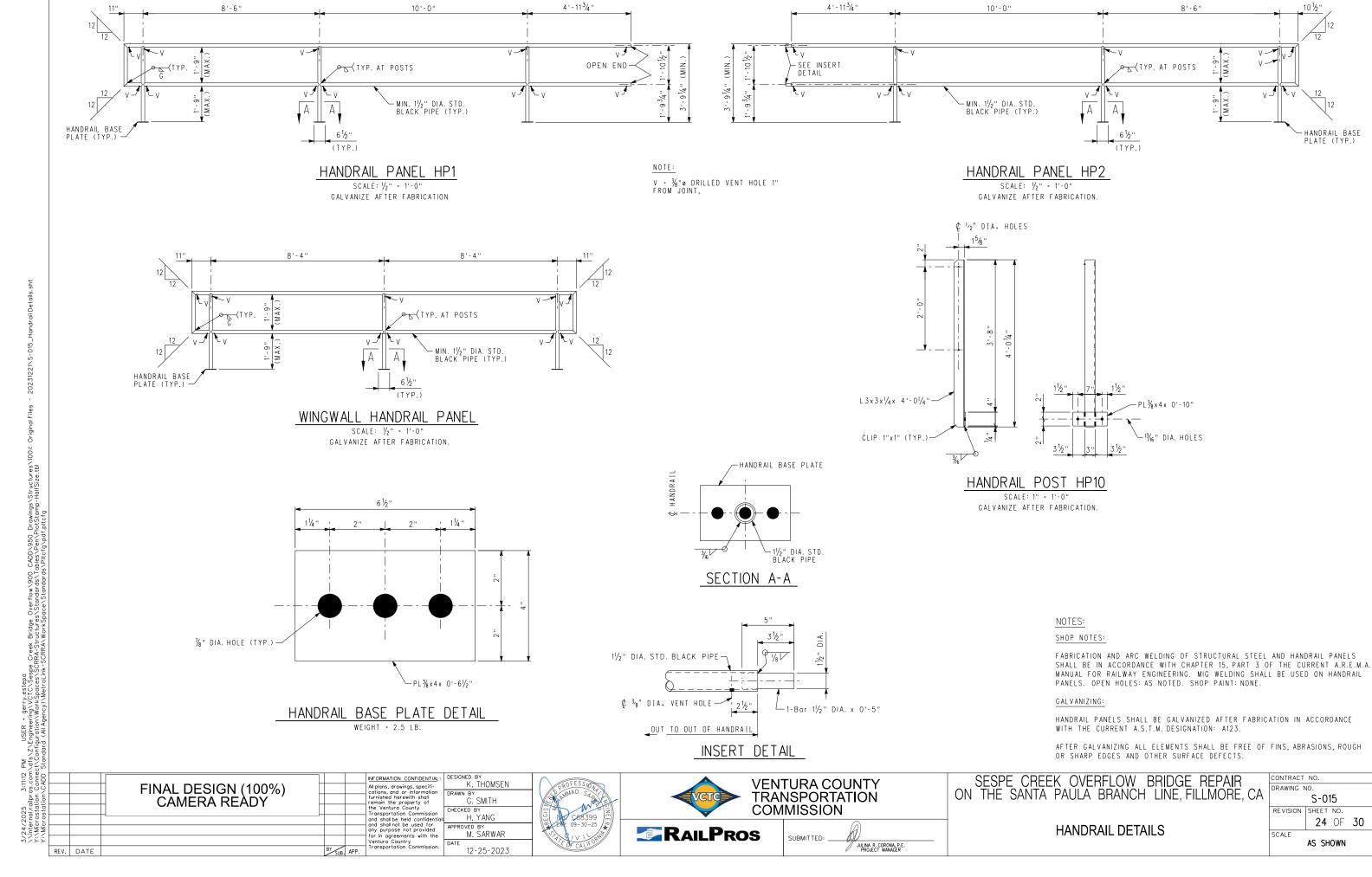
SESPE CREEK OVERFLOW BRIDGE REPAIR ON THE SANTA PAULA BRANCH LINE, FILLMORE, CA

GIRDER DETAILS NO. 2

CONTRACT NO. DRAWING NO. S-013 REVISION SHEET NO. 22 OF 30 SCALE AS SHOWN

**3/22/25** 





- HANDRAIL BASE PLATE (TYP.)

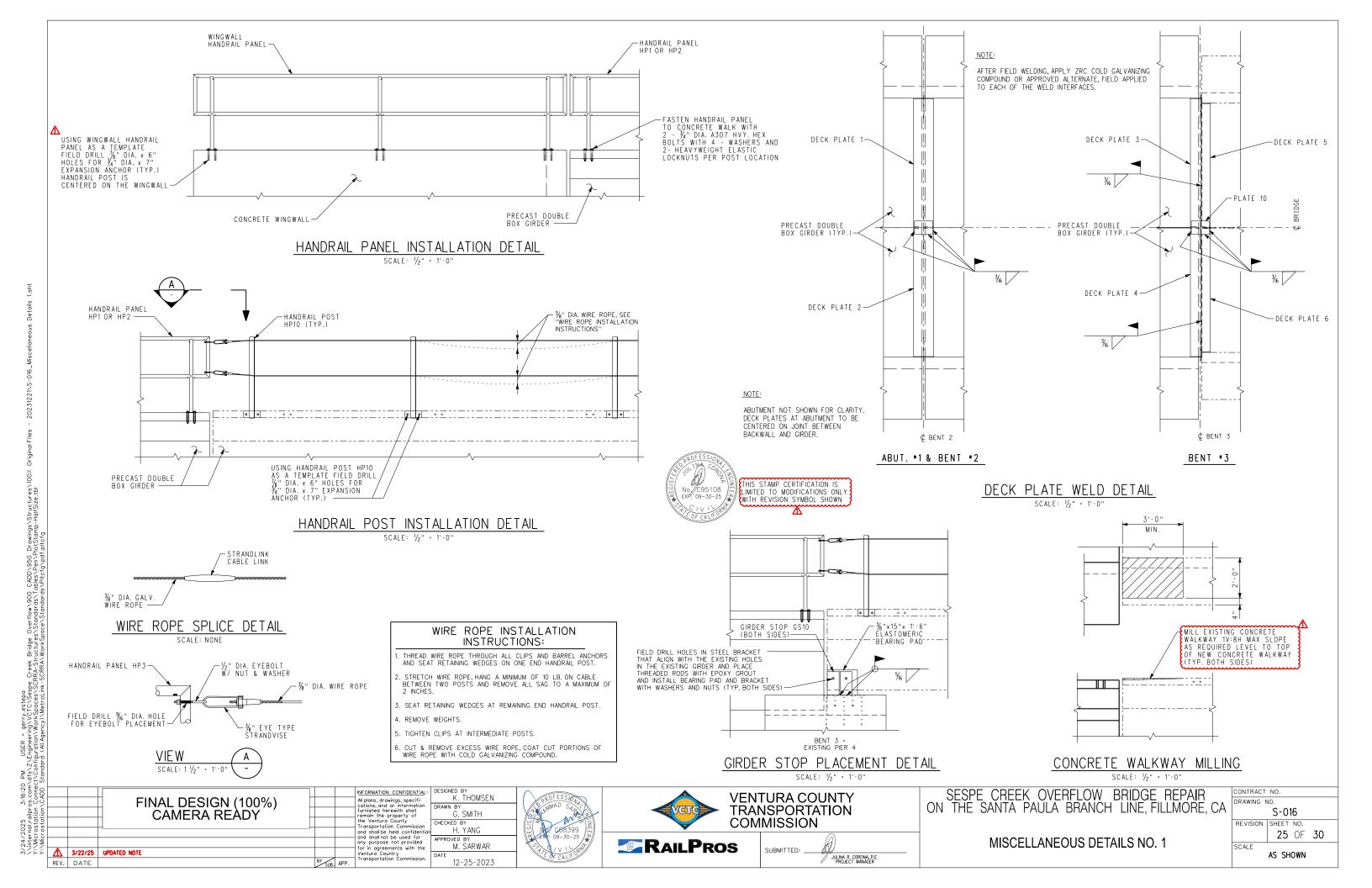
CONTRACT NO.

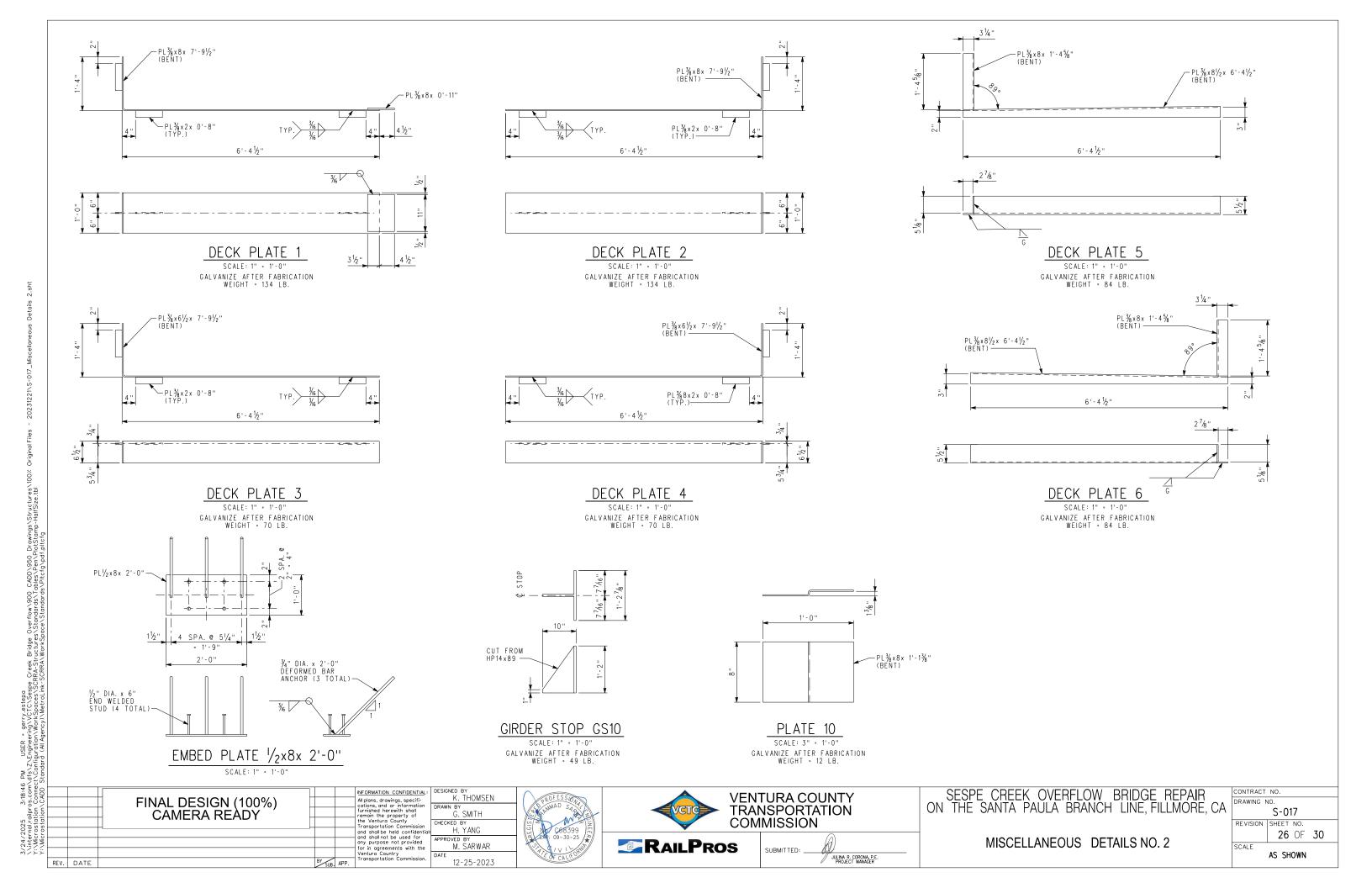
S-015

AS SHOWN

24 OF 30

REVISION SHEET NO.





	CEMENTATION
Description	Criteria
Weak	Crumbles or breaks with handling or little finger pressure.
Moderate	Crumbles or breaks with considerable finger pressure.
Strong	Will not crumble or break with finger pressure.

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
07	VENTURA	_	423.18	3	3
	Staphac ISTERED GEOTEC	M- O., HNICAL ENGINEER	3/24/25 PP DATE	OFESSIO, OPER N.	

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

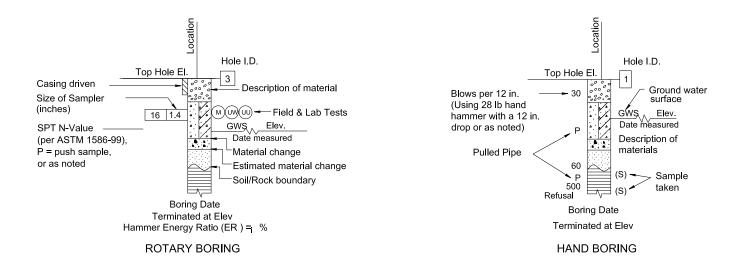
RAILPROS 250 COMMERCE STE 200 IRVINE, CALIFORNIA 92602

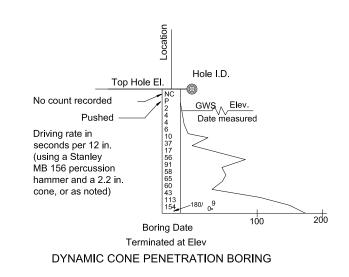
DIAZ YOURMAN & ASSOC. 1616 E 17TH STREET SANTA ANA, CALIFORNIA 92705

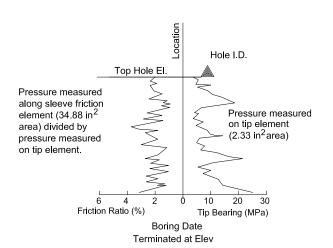
This LOTB sheet was prepared in accordance with the Caltrans Soil & Rock Logging, Classification, & Presentation Manual (2010).

		BOREHOLE IDENTIFICATION
Symbol	Hole Type	Description
Size	A	Auger Boring (hollow or solid stem bucket)
	R	Rotary drilled boring (conventional)
Size	RW	Rotary drilled with self-casing wire-line
	RC	Rotary core with continuously-sampled, self-casing wire-line
	P	Rotary percussion boring (air)
Size	R	Rotary drilled diamond core
	HD	Hand driven (1-inch soil tube)
Ske	HA	Hand Auger
		·
0	D	Dynamic Cone Penetration Boring
	CPT	Cone Penetration Test (ASTM D 5778)
	0	Other (note on LOTB)
		Note: Size in inches.

	(	CONSISTENCY OF COHES	SIVE SOILS	
Description	Shear Strength (tsf)	Pocket Penetrometer Measurement, PP, (tsf)	Torvane Measurement, TV, (tsf)	Vane Shear Measurement, VS, (tsf)
Very Soft	Less than 0.12	Less than 0.25	Less than 0.12	Less than 0.12
Soft	0.12 - 0.25	0.25 - 0.5	0.12 - 0.25	0.12 - 0.25
Medium Stiff	0.25 - 0.5	0.5 - 1	0.25 - 0.5	0.25 - 0.5
Stiff	0.5 - 1	1 - 2	0.5 - 1	0.5 - 1
Very Stiff	1 - 2	2 - 4	1 - 2	1 - 2
Hard	Greater than 2	Greater than 4	Greater than 2	Greater than 2







CONE PENETRATION TEST (CPT) BORING

FINAL DESIGN 100% CAMERA READY NOT FOR CONSTRUCTION

DESIGNED BY
A. SCHOLDER INFORMATION CONFIDENTIAL: All plans, drawings, specifications, and or information furnished herewith shall remain the property of the Southern California Regional Rail Authority and shall be held confidential; and shall or held confidential; and shall mot be used for any purpose not provided for in agreements with the Southern California Regional Rail Authority. A. SCHOLDER HECKED BY T. REINERT PROVED BY C. DIAZ 12-28-2023

**VENTURA COUNTY TRANSPORTATION** COMMISSION

JULINA R. CORONA, P.E. PROJECT MANAGER

SESPE CREEK OVERFLOW BRIDGE REPAIR ON THE SANTA PAULA BRANCH LINE, FILLMORE, CA LOG OF TEST BORINGS

CONTRACT NO. DRAWING NO. GE-001 REVISION SHEET NO 27 OF 30 AS SHOWN

					ND NAME	
raphic/Sy	ymbol	Group Names G		Graphic/Symbol Group Names		
	GW GP	Well-graded GRAVEL Well-graded GRAVEL with SAND Poorly-graded GRAVEL Poorly-graded GRAVEL with SAND			CL	Lean CLAY Lean CLAY with SAND Lean CLAY with GRAVEL SANDY lean CLAY SANDY lean CLAY GRAVELLY lean CLAY GRAVELLY lean CLAY
	GW-GM GW-GC	Well-graded GRAVEL with SILT Well-graded GRAVEL with SILT and SANI Well-graded GRAVEL with CLAY (or SILTY CLAY) Well-graded GRAVEL with CLAY and SAN (or SILTY CLAY and SAND)			CL-ML	SILTY CLAY SILTY CLAY with SAND SILTY CLAY with SAND SILTY CLAY with GRAVEL SANDY SILTY CLAY SANDY SILTY CLAY with GRAVEL GRAVELLY SILTY CLAY GRAVELLY SILTY CLAY
	GP-GM GP-GC	Poorly-graded GRAVEL with SILT Poorly-graded GRAVEL with SILT and SA Poorly-graded GRAVEL with CLAY (or SILTY CLAY)	ND		ML	SILT SILT with SAND SILT with GRAVEL SANDY SILT SANDY SILT with GRAVEL GRAVELLY SILT
	GM	Poorly-graded GRAVEL with CLAY and SAND (or SILTY CLAY and SAND)  SILTY GRAVEL  SILTY GRAVEL with SAND  CLAYEY GRAVEL  CLAYEY GRAVEL with SAND			OL	GRAVELLY SILT with SAND  ORGANIC lean CLAY ORGANIC lean CLAY with SAND  ORGANIC lean CLAY with GRAVEL SANDY ORGANIC lean CLAY SANDY ORGANIC lean CLAY SANDY ORGANIC lean CLAY with GRAVEL GRAVELLY ORGANIC lean CLAY GRAVELLY ORGANIC lean CLAY with SAND
	GC-GM SW	SILTY, CLAYEY GRAVEL SILTY, CLAYEY GRAVEL with SAND Well-graded SAND Well-graded SAND with GRAVEL			OL	ORGANIC SILT ORGANIC SILT with SAND ORGANIC SILT with GRAVEL SANDY ORGANIC SILT SANDY ORGANIC SILT with GRAVEL GRAVELLY ORGANIC SILT GRAVELLY ORGANIC SILT
	SP SW-SM	Poorly-graded SAND Poorly-graded SAND with GRAVEL Well-graded SAND with SILT Well-graded SAND with SILT and GRAVE	L		СН	Fat CLAY Fat CLAY with SAND Fat CLAY with GRAVEL SANDY fat CLAY SANDY fat CLAY with GRAVEL GRAVELLY fat CLAY GRAVELLY fat CLAY GRAVELLY fat CLAY with SAND
	SW-SC SP-SM	Well-graded SAND with CLAY (or SILTY CLAY) Well-graded SAND with CLAY and GRAV( (or SILTY CLAY and GRAVEL) Poorly-graded SAND with SILT Poorly-graded SAND with SILT and GRAV			МН	Elastic SILT Elastic SILT with SAND Elastic SILT with GRAVEL SANDY elastic SILT SANDY elastic SILT with GRAVEL GRAVELLY elastic SILT GRAVELLY elastic SILT with SAND
•	SP-SC	Poorly-graded SAND with CLAY (or SILTY CLAY) Poorly-graded SAND with CLAY and GRAVEL (or SILTY CLAY and GRAVEL) SILTY SAND			ОН	ORGANIC fat CLAY ORGANIC fat CLAY with SAND ORGANIC fat CLAY with GRAVEL SANDY ORGANIC fat CLAY SANDY ORGANIC fat CLAY GRAVELLY ORGANIC fat CLAY
	SC	CLAYEY SAND CLAYEY SAND with GRAVEL SILTY, CLAYEY SAND			ОН	GRAVELLY ORGANIC fat CLAY with SAND  ORGANIC elastic SILT  ORGANIC elastic SILT with SAND  ORGANIC elastic SILT with GRAVEL  SANDY ORGANIC elastic SILT  SANDY ORGANIC elastic SILT with GRAVEL
77. 7 77. 7 11. 11. 11. 11. 11. 11. 11. 11. 11. 11.	SC-SM PT	SILTY, CLAYEY SAND with GRAVEL PEAT		J		GRAVELLY ORGANIC elastic SILT GRAVELLY ORGANIC elastic SILT with SAND ORGANIC SOIL ORGANIC SOIL with SAND
		COBBLES COBBLES and BOULDERS BOULDERS		ST ST 2 ST ST 2 ST ST 2 ST ST 2	OL/OH	ORGANIC SOIL with GRAVEL SANDY ORGANIC SOIL SANDY ORGANIC SOIL with GRAVEL GRAVELLY ORGANIC SOIL GRAVELLY ORGANIC SOIL with SAND
(	CAME	ESIGN 100% RA READY ONSTRUCTION	INFORMATION CONFIDEN All plans, drawings, sp. cations, and or inform furnished herewith sho remain the property o the Southern Colifornia Regional Rail Authority shall be held confiden and shall not be used any purpose not provi for in agreements with	ecifi- ation DRA I f the and tial; for	A. SCHOLD  A. SCHOLD  WN BY  A. SCHOLD  CKED BY  T. REINER  ROVED BY  C. DIAZ	DER

#### FIELD AND LABORATORY **TESTING**

- Consolidation (ASTM D 2435)
- (CL) Collapse Potential (ASTM D 5333)
- Compaction Curve (CTM 216)
- Corrosivity Testing (CTM 643, CTM 422, CTM 417)
- Consolidated Undrained Triaxial (ASTM D 4767)
- (DS) Direct Shear (ASTM D 3080)
- (EI) Expansion Index (ASTM D 4829)
- Moisture Content (ASTM D 2216)
- Organic Content-% (ASTM D 2974)
- Permeability (CTM 220)
- Particle Size Analysis (ASTM D 422)
- Plasticity Index (AASHTO T 90) Liquid Limit (AASHTO T 89)
- (PL) Point Load Index (ASTM D 5731)
- Pressure Meter
- R-Value (CTM 301)
- Sand Equivalent (CTM 217)
- (SG) Specific Gravity (AASHTO T 100)
- (SL) Shrinkage Limit (ASTM D 427)
- (SW) Swell Potential (ASTM D 4546)
- Unconfined Compression-Soil (ASTM D 2166)
- Unconfined Compression-Rock (ASTM D 2938)
- Unconsolidated Undrained Triaxial (ASTM D 2850)
- (UW) Unit Weight (ASTM D 4767)

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
07	VENTURA	ı	423.18	3	3

No. 2992

Chataghan M- O- 3/24/25
REGISTERED GEOTECHNICAL ENGINEER DATE /

PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

RAILPROS 250 COMMERCE STE 200 IRVINE, CALIFORNIA 92602

DIAZ YOURMAN & ASSOC. 1616 E 17TH STREET SANTA ANA, CALIFORNIA 92705

This LOTB sheet was prepared in accordance with the Caltrans Soil & Rock Logging, Classification, & Presentation Manual (2010).

APPARENT DENS	APPARENT DENSITY OF COHESIONLESS SOILS						
Description	SPT N <sup>60</sup> (Blows / 12 in.)						
Very Loose	0 - 5						
Loose	5 - 10						
Medium Dense	10 - 30						
Dense	30 - 50						
Very Dense	Greater than 50						

MOISTURE				
Description	Criteria			
Dry	No discernable moisture			
Moist	Moisture present, but no free water			
Wet	Visible free water			

PERCENT OR PROPORTION OF SOILS				
Description	Criteria			
Trace	Particles are present but estimated to be less than 5%			
Few	5% - 10%			
Little	15% - 25%			
Some	30% - 45%			
Mostly	50% - 100%			

PARTICLE SIZE					
Des	scription	Size (in.)			
Boulder		Greater than 12			
Cobble		3 - 12			
Gravel	Coarse	3/4 - 3			
Gravei	Fine	1/5 - 3/4			
	Coarse	1/16 - 1/5			
Sand	Medium	1/64 - 1/16			
	Fine	1/300 - 1/64			
Silt and Clay		Less than 1/300			

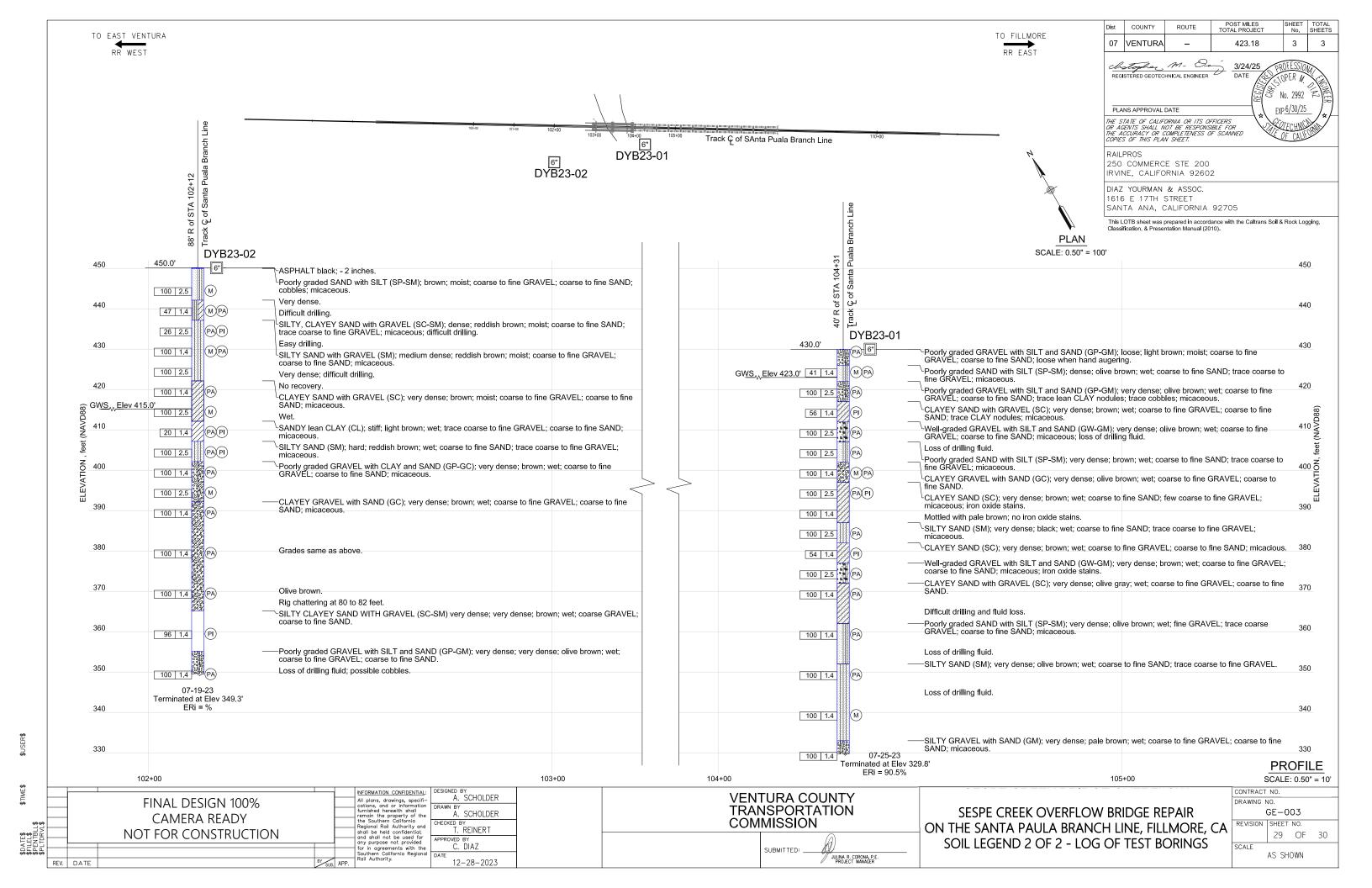
**VENTURA COUNTY TRANSPORTATION** COMMISSION

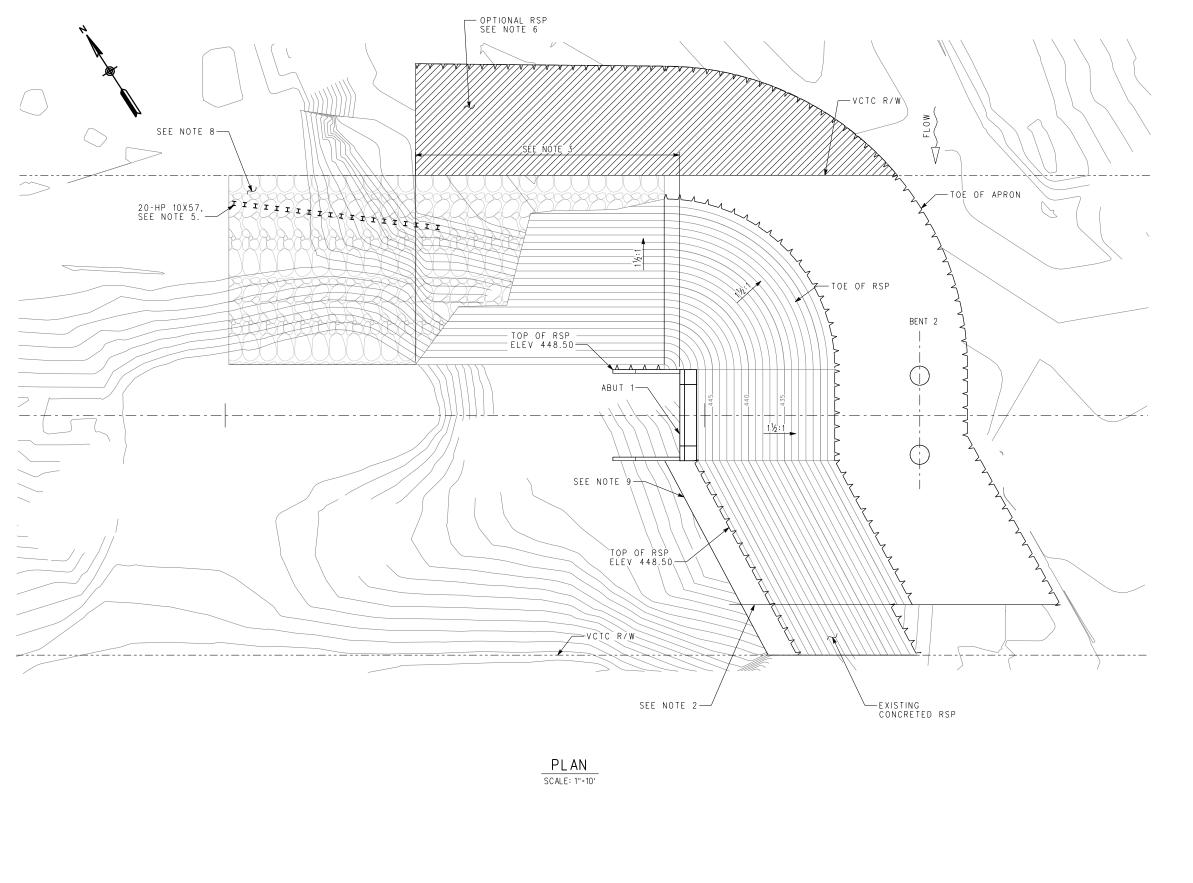
> SUBMITTED: JULINA R. CORONA, P.E. PROJECT MANAGER

SESPE CREEK OVERFLOW BRIDGE REPAIR ON THE SANTA PAULA BRANCH LINE, FILLMORE, CA SOIL LEGEND 1 OF 2 - LOG OF TEST BORINGS

CONTRACT NO. DRAWING NO. GE-002 REVISION SHEET NO. 28 OF 30 AS SHOWN

FINAL DESIGN 100% CAMERA READY NOT FOR CONSTRUCTION





#### NOTES:

- ROCK SLOPE PROTECTION SHALL BE PER CALTRANS STANDARD SPECIFICATIONS SECTION 72.
- 2. LIMITS OF REMOVAL OF EXISTING GROUTED ROCK SLOPE PROTECTION AND DETAIL OF INTERFACE WITH NEW ROCK SLOPE PROTECTION TO BE FIELD DETERMINED.
- 3. EXTEND TO THE CHANNEL BANK APPROXIMATE WESTERLY END OF THE HP BARRIER, CONTRACTOR SHALL VERIFY ALL DIMENSIONS, LAYOUT LOCATIONS PRIOR TO THE CONSTRUCTION. PRE-APPROVAL FROM VCTC IS REQUIRED PRIOR TO INSTALLATION OF RSP, OPTIONAL.
- 4. CONTRACTOR TO SALVAGE EXISTING CLASS VIII ROCK FOR USE IN  $^{1}\!\!/_{\!\!4}$  TON ROCK SLOPE PROTECTION DESIGN PER THIS SHEET.
- 5. PROTECT-IN-PLACE BURIED BARRIER (20-HP 10X57 WITH 40'-0" DEEP AT 2'-3" CTC SPACING). PLACE ROCK SLOPE PROTECTION DIRECTLY OVER THE HP BARRIER AND NO EXCAVATION WITHIN A 2'-0" RADIUS FROM BARRIER.
- . FOR OPTIONAL ROCK SLOPE PROTECTION, SEE PROJECT SPECIFIC SPECIFICATIONS SECTION 01 21 01, MANDATORY OWNER OPTION.
- 7. FOR REFERENCE, SEE S-008 SHEET.
- 1/4 TON RIPRAP TO BE PLACED ONE FOOT BELOW EXISTING GROUND PROFILE WITH FILTER FABRIC AND A LAYER THICKNESS OF 3'-4". SEE TRACK PLAN AND PROFILE SHEET FOR GRADING DETAILS.
- 9. ROCK SLOPE PROTECTION CROWN BENCH, SEE S-008 SECTION A FOR CROSS SECTION.

CADD			FINAL DESIGN (100%)			All plans, drawings, specifi- cations, and or information	DES
			CAMERA REÀDY '			furnished herewith shall remain the property of the Ventura County	CHE
S			-1	4		Transportation Commission and shall be held confidential:	
) N						and shall not be used for any purpose not provided for in agreements with the	APP
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	REV.	DATE		BY SUB.	APP.	Transportation Commission.	UAI

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3-24-2025	OT CAL





JULINA R. CORONA, P.E. PROJECT MANAGER SESPE CREEK OVERFLOW BRIDGE REPAIR ON THE SANTA PAULA BRANCH LINE, FILLMORE, CA

ROCK SLOPE PROTECTION, MANDATORY OWNER OPTION

	CONTRACT	NO.				
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	REVISION	SHEET	NO.			
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SPBL-2025-01

## SESPE CREEK OVERFLOW RAILROAD BRIDGE REPAIR

## **EXHIBIT 4**APPLICABLE ENGINEERING STANDARD DRAWINGS

Available at <a href="https://metrolinktrains.com/about/agency/engineering--construction/">https://metrolinktrains.com/about/agency/engineering--construction/</a>