

Ventura County Transportation Commission

ADDENDUM NO.1

INVITATION FOR BIDS (IFB) FOR CAMARILLO STATION AMERICANS WITH DISABILITIES ACT (ADA) IMPROVEMENT PROJECT

ISSUED October 29, 2025

The Ventura County Transportation Commission issues this addendum to inform proposers of revisions to the Invitation for Bids (IFB) package and is hereby made a part of the IFB documents. The following changes, additions, and/or clarifications shall be made to the requirements for the above-mentioned project. In case of a conflict between the original IFB package and this Addendum, this Addendum shall govern.

All requirements contained in the IFB package shall apply to this Addendum, and the general character of the project called for in this Addendum shall be the same as originally set forth in the applicable portions of the IFB documents, unless otherwise specified under this Addendum. All incidental work necessitated by this Addendum, as required to complete this project, shall be included in the IFB, although not specifically mentioned in this addendum. The balance of the IFB documents shall remain unchanged.

The bidder shall acknowledge receipt of this Addendum as part of the IFB submittal.

PRE-BID CONFERENCE INFORMATION:

1) Pre-Bid Conference Presentation slides are provided

CHANGES AND CLARIFICATIONS:

- 1) Section 1.1 BID LETTER is hereby revised as follows:
 - "Bids must be submitted in a sealed envelope plainly marked with the bidder's name, address, and the IFB number, and delivered to VCTC at the address below no later than November 21 December 5, 2025 at 3:00 PM (PST). Late bids will not be accepted."

- 2) Section 1.2 INSTRUCTIONS TO BIDDERS, 1.2.2 ANTICIPATED SCHEDULE FOR SUBMISSION OF BIDS AND AWARD is hereby revised as follows:
 - Questions & Requests for Clarification or Approved Equals due October 29, 2025 November 7, 2025
 - Responses Due November 10, 2025 November 19, 2025
 - Bids Due by 3:00 PM (PST) November 21, 2025 December 5, 2025

All references to procurement dates or milestones contained therein the IFB documents, including but limited to: appendices, exhibits, or supplemental instructions shall be understood to reflect the revised schedule noted above.

- 3) Section EXHIBIT B BID FORMS, ATTACHMENT G SCHEDULE OF QUANTITIES AND PRICES
 - The Bid Sheet has been replaced in its entirety.
- 4) Section Exhibit D TECHNICAL SPECIFICATIONS

 Section 01 01 10 TABLE OF CONTENTS is hereby revised as follows:
 - 01 14 00 Work Restrictions RPL- Page Number changed from 11 to 16.
- 5) Section Exhibit D TECHNICAL SPECIFICATIONS
 Section 01 11 13 WORK COVERED BY THE CONTRACT DOCUMENTS, Part 1 General, 1.05 General Scope of Work is hereby revised as follows:
 - F. "Coordination with Caltrans for encroachment and adjacent ADA improvement projects at the intersection of Lewis Rd. and Ventura Blvd., and Lewis Rd. and Daily Dr. Coordination with Caltrans for relocation of traffic signal pull box, removal and replacement of traffic loops and relocation of push button control at Daily Dr."
 - G. "Station Improvements to address ADA deficiencies for Signage, sidewalk and platform grades by grinding or replacement, replacement of noncompliant ADA tactile warning strips, replacement of concrete for nonconforming ADA ramp grades, installation of non-glare glass, improvements to existing Mini-high station platforms, installation of bollards, sidewalk and platform grinding, installation of fencing, striping, HMA, Pervious Pavement, detour signage, alternate bus loading and uploading directional signage, landscaping, Pedestrian detours, and landscaping, adjusting and relocation pull boxes to grade, remove and replace traffic detector loops at Daily Drive and relocation of push button control at Daily Drive."

6) Section Exhibit D – TECHNICAL SPECIFICATIONS

<u>Section 01 11 16 – UPRR RIGHT OF ENTRY AND FLAGGING REQUIREMENTS, Part 1 - General</u> is hereby revised as follows:

- 1.01 Summary
 - A. This section describes the requirements for working within the UPRR Right-of-Way including railroad flagging **and utility observation** to protect the Contractors workers and operations from railroad operations, **and protects UPRR Operations**. The requirements in this section do not supersede any requirements provided in the signed Right of Entry agreement the Contractor is to obtain from UPRR.
- 1.04 ENTRY OF UPRR RIGHT-OF-WAY OR PROPERTY, **D. Utility Observation** for Activities On/Near Railroad Property
 - Utility Observation may be required at the discretion of UPRR for any
 work that may impact railroad operations or affect existing utilities
 within the UPRR ROW. Utility Observation is provided by a UPRR Third
 Party Contractor and its primary function is to protest UPRR facilities
 from Contractor operations.

Section 01 11 16 – UPRR RIGHT OF ENTRY AND FLAGGING REQUIREMENTS, Part 3 - Execution is hereby revised as follows:

- 3.01 ARRANGEMENTS FOR UPRR RIGHT OF ENTRY
 - A. Any need to be on the Railroad's property to perform temporary work that will be intrusive will require a ROE Temporary Use permit to perform this work. Generally, this includes any activity that will create, or has the potential to create, a disruption to the Railroad ROW or to Railroad operations. There is an application fee required for these permits along with the requirement for the Applicant to provide proof of insurance. There will be the requirement for a Railroad Flagger any time the Applicant is encroaching upon or within the Railroad ROW. The normal turn-around time for processing applications is now running between 30-45 days. If you require rush handling, there will be an additional fee required. Additional information regarding the Temporary Use of the Railroad ROW permit along with the online application can be found on the UPRR website at the following location:

https://www.up.com/real_estate/tempuse/index.htm

• 3.02 – ARRANGEMENTS FOR UPRR RAILROAD FLAGGING **AND UTILITY OBSERVATION**

C. The Authority does not expressly or by implication agree, warrant, or guarantee that the Contractor's request for EICs **or CICs** will be approved, or that the resources will be available.

Section 01 11 16 – UPRR RIGHT OF ENTRY AND FLAGGING REQUIREMENTS, Part 4 – MEASURE AND PAYMENT is hereby revised as follows:

4.01 – Measurement

UPRR EIC or, Third-Party Flagman or Utility Observer 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.

4.02 – Payment

A. The Authority has determined the EIC services based on its own calculations and schedule. Authority will provide a maximum of 385 days' worth of EIC services. An EIC day is considered to be one 10.5 hour day, Monday through Friday during the day. Work that is additional hours above this, at night, on weekends, or when work is spread out such that additional EIC's are required by geography, will count as additional EIC's accordingly. The Contractor shall prepare the SSWP based on this information and Authority and Contractor shall agree to the SSWP, including the EIC shift times and number of EIC's needed. If the Contractor requires additional EIC services, the Contractor shall pay for these flagging services. In such a case, the Contractor shall pay for the actual costs of flagging services. EIC rates are subject to change at any time, but are approximately \$1500/day. If the Contractor cancels scheduled EIC work and does not make arrangements with the EIC 48 hours in advance for cancellation, the Contractor shall reimburse VCTC for the cost of the EIC. If the Contractor sets up a Form B or other type of protection required to be in the next day's UPRR Railroad Bulletin, and the Contractor does not work or cancels the EIC for reasons other than Force Majeure, the Contractor shall reimburse VCTC for the cost of the EIC.

UPRR railroad flagging cannot be scheduled until the UPRR Right of Entry Permit has been issued and the SSWP has been agreed upon by the Authority. It is recommended to schedule UPRR railroad flagging a minimum of 15-20 working days in advance of work. Work that impacts the UPRR Right-of-Way will not be allowed to be done without UPRR railway flagging.

- C. The Authority has provided an allowance for UPRR required Utility Observation. Contractor shall coordinate with UPRR the Utility Observation requirements for the Work. If Utility Observation is required, the Authority shall reimburse the actual cost of the Utility Observer through the allowance in the Schedule of Quantities and Prices. No Mark-ups of this service will be allowed.
- 7) Section Exhibit D TECHNICAL SPECIFICATIONS

<u>Section 01 14 00 – WORK RESTRICTIONS, Part 1 - General</u> is hereby revised as follows:

1.08 - Contractor Use of Worksite

T. Contractor shall schedule streets street improvements and closures to maximize public safety and convenience. Work at or near driveways and intersections shall be phased to allow for access.

1.10 - Work Windows

- D. No work may be performed on Saturday, Sunday, or holidays unless otherwise approved in advance by the Engineer. Holidays are anticipated as follows:
 - 1. New Years Day (January 1)
 - 2. Martin Luther King day (3rd Monday in January)
 - 3. Presidents Day (3rd Monday in February)
 - 4. Memorial Day (last Monday in May)
 - 5. Juneteenth (June 19th)
 - 6. Independence Day (July 4th)
 - 7. Labor Day (1st Monday in September)
 - 8. Veterans Day (November 11th) (observed November 10th)
 - 9. Thanksgiving Day (4th Thursday in November)
 - 10. Day after Thanksgiving (4th Friday in November)
 - 11. Christmas Eve (December 24th)

12. Christmas Day (December 25th)

1.14 – Rules for Working within Right-of-Way

E. Unless otherwise permitted by UPRR, UPRR EIC services or third-party flagging **and Utility Observation are** is required for all Work on railroad right-of-way.

1.15 – Hours of Operations

A. Refer to Section 1.08 and 1.10 of this Specification for allowable working hours during the Project. Work performed outside of these hours an and in close vicinity to the track, under a work window must be reviewed and approved by the Authority and UPRR. Work Windows are not guaranteed by UPRR, but shall be coordinated with UPRR for availability.

Insertion of Attachment A – UPRR Standard 711000 Temporary Clearance Envelope and Attachment B UPRR Standard 713000 – General Platform Guidelines.

8) Section Exhibit D - TECHNICAL SPECIFICATIONS

<u>Section 01 31 99 – PERIOD OF PERFORMANCE (2 STEP NTP), Part 1 - General</u> is hereby revised as follows:

D. 1.05 – Period of Performance

The date of Limited Notice to Proceed or Notice to Proceed, is the start date for the Contract Period of Performance. The Contract Period of Performance and Contract Time is 360 Working Days from the date of LNTP or NTP, whichever the Authority determines to use.

Substantial completion and beneficial occupancy of all ADA improvements must be complete and verified by the Authority's Independent Licensed Architect (ILA) by March 15, 2027, per the U.S. Department of Justice Settlement Agreement. Punch list work and non-ADA improvements must be completed within the Working Days provided.

9) Section Exhibit D - TECHNICAL SPECIFICATIONS

<u>Section 01 55 26 – MAINTENANCE AND PROTETCTION OF ROADWAY TRAFFIC, Part 1 - General</u> is hereby revised as follows:

E. 1.04 – Submittals

The Contractor shall comply with Local Agency Requirements including the preparation of all traffic control plans and any advance message signs required by the local agencies. The Contractor shall coordinate approval for

the traffic control plans and obtain the no-fee traffic control and encroachment permits as needed. The temporary warning devices shall be designed to minimize the inconvenience to the general public and shall comply with regulations of the California Public Utilities Commission (CPUC) and governmental agencies having jurisdiction.

10) Section Exhibit D – TECHNICAL SPECIFICATIONS

<u>Section 09 61 50 – DETECTABLE WARNING PANELS, Part 2 - PRODUCTS</u> is hereby revised as follows:

<u>ADD</u> paragraph 2.01.A.4 with the following:

Α.

4. Tekway by StrongGo Industries of Tucson, AZ

<u>ADD</u> paragraph 2.01.I with the following: ADD paragraph 2.01 H with the following:

I. H. Detectable Directional Tile Markers (In-Line Pattern):

11) Section EXHIBIT E - DESIGN PLANS

A list of Plan Sheet updates are provided below:

a.	G-03	Abbreviations and Symbols
b.	G-06	General Notes Sheet 2 of 2
c.	G-07	Phasing Key Map
d.	G-08	Phase 1
e.	G-09	Phase 2
f.	G-10	Phase 3
g.	DT-02	Civil Details
h.	XS-01	Civil Site Typical Cross Sections
i.	XS-02	Civil Site Typical Cross Sections
j.	DM-01	Demolition Plan Sheet 1 of 3
k.	DM-02	Demolition Plan Sheet 2 of 3
l.	SP-01	Civil Plan Sheet 1 of 3
m.	SP-02	Civil Plan Sheet 2 of 3
n.	SP-03	Civil Plan Sheet 3 of 3

12) Section Exhibit F – CONTRACT AGREEMENT

<u>Section ARTICLE II – CONTRACTOR'S REPORTS OR MEETINGS</u> is hereby revised as follows:

A. CONTRACTOR shall submit progress reports at least once a month. The reports 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 an difficulties, or special problems encountered, so remedies can be developed. actively participate in weekly construction progress meetings led by the Construction Management firm. These meetings serve as the primary forum for discussing project progress, schedule status, submittals, RFIs, safety, quality control, change management, and any issues affecting construction activities The CONTRACTOR'S Project Manager and Superintendent shall attend all progress meetings, along with key subcontractors as appropriate. The CONTRACTOR shall be prepared to report on:

- a. Work completed during the previous week;
- b. Work planned for the upcoming week;
- c. Schedule updates and impacts to critical path activities;
- d. Submittals, RFIs, and change order status; and
- e. Any safety, quality, or coordination issues requiring VCTC or CM attention.

The CONTRACTOR shall promptly address all action items assigned during these meetings to maintain progress and contract compliance.

B. CONTRACTOR's Project Manager shall meet with VCTC's Contract Administrator and Construction Management firm on a weekly basis as needed, to discuss progress on the AGREEMENT.

<u>Section ARTICLE III – STATEMENT OF WORK</u> is hereby revised as follows:

A. Contractor Services/Work

The purpose of this AGREEMENT is to provide construction services for the Camarillo Station ADA Improvement Project, hereinafter referred to as "Project", located in Ventura County, California as further described and depicted in Exhibit A. Under the Scope of Work, CONTRACTOR shall complete all construction services as specified in the Project plans and specifications as attached in Exhibit A, including the SCRRA Standard Specifications, which are incorporated by reference. All rights of "Authority" and/or "SCRRA" in the SCRRA Standard Specifications shall be deemed to also refer to VCTC for purposes of this Agreement. The Scope of Work shall also include coordination with the VCTC, Union Pacific Railroad (UPRR), Los Angeles-San Diego-San Luis Bispo (LOSSAN) Rail Corridor Agency, Southern California Regional Rail Authority (SCRRA).

The scope of work that CONTRACTOR is responsible for completing includes, but is not limited to:

- A. Demolition and site preparation, including removal and disposal of existing pavement, structures, and appurtenances as required;
- B. Construction of new accessible paths of travel, ramps, sidewalks, and platform modifications to meet current ADA standards and U.S. Department of Justice (DOJ) and California Building Code (CBC) accessibility requirements:
- C. Installation of new detectable warning surfaces, signage, handrails, and tactile elements:

- D. Modifications to station platforms and access points, including boarding areas, curb ramps, accessible parking stalls, and crosswalk improvements;
- E. Drainage, electrical, lighting, and communication system adjustments associated with the improvements;
- F. Coordination with rail operations (e.g., Union Pacific, Metrolink, Amtrak) to maintain safe access and avoid service disruptions;
- G. Traffic control, pedestrian access, and public safety measures to ensure continuous station operations during construction; and
- H. Restoration and cleanup of all disturbed areas upon completion of the work.

B. Standard of Performance

CONTRACTOR shall perform all services work required pursuant to this Agreement in the a skillful, diligent, an workmanlike manner, consistent with industry and according to the standards and best construction practices for public work projects of similar size and complexity. All labor, materials, and equipment furnished shall be of good quality and free from defects, and all work shall strictly conform to the Contract Documents, including the plans, specifications, and applicable codes and standards. observed by a competent practitioner of the profession in which CONTRACTOR is engaged in the geographical area in which CONTRACTOR practices its profession. CONTRACTOR shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession.

CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction, and for the supervision, coordination, and direction of its personnel and subcontractors to ensure that the work is completed safely, on schedule, and in accordance with the Contract requirements.

All work products, installations, and finished construction shall be completed in a first-class, substantial manner and shall meet the quality standards ordinarily expected of a qualified and experienced construction contractor performing similar work.

C. Assignment of Personnel

CONTRACTOR shall provide and maintain at all times a competent and experienced Project Manager and Superintendent who shall have full authority to act on behalf of the CONTRACTOR in all matters related to the Work. The CONTRACTOR shall furnish assign a sufficient number of competent qualified personnel, laborers, and supervisors to perform ensure

that the Work is performed diligently, safely, and in accordance with the Contract documents services pursuant to this Agreement. In the event that VCTC, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, CONTRACTOR shall, immediately upon receiving notice from VCTC of such desire of VCTC, reassign such person or persons.

The selection, assignment, and management of the CONTRACTOR's personnel shall be at the sole responsibility of the CONTRACTOR. However, if VCTC or its Construction Management firm reasonably determines that any individual employed by the CONTRACTOR or its subcontractors is unqualified, careless, incompetent, disruptive, or otherwise detrimental to the progress or quality of the Work, VCTC may issue a written request for that individual's removal from the Project. Upon receipt of such notice, the CONTRACTOR shall promptly remove and replace the individual with qualified personnel acceptable to VCTC.

The CONTRACTOR shall ensure that all personnel assigned to the Project comply with applicable safety regulations, site rules, and professional conduct standards at all times.

E. 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 Federal Government. Costs incurred by CONTRACTOR for meetings, subsequent to the initial meeting, are included in the fee.

F. Checking Shop Drawings

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

G. 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. shall furnish all labor, materials,
equipment, tools, supervision, and incidentals necessary to complete the
Project, in full accordance with the plans, specifications, and contract
documents.

H. Documentation and Schedules

The CONTRACTOR shall be fully responsible for the development, implementation, and maintenance of the Project Construction Schedule. The schedule shall show the sequence, duration, and interrelation of all construction activities required to complete the Work in accordance with the Contract Documents and within the specified Contract Time (defined below).

Within fourteen (14) calendar days after issuance of the Notice of Proceed (NTP), the CONTRACTOR shall prepare and submit a Baseline Construction Schedule for review and acceptance by VCTC and its Construction Management Firm. The schedule shall be prepared using a Critical Path Method (CPM) format and shall include resource loading, milestone dates, procurement activities, submittals, and coordination with utilities or third parties as applicable.

The CONTRACTOR shall update the schedule on a monthly basis or more frequently if directed by VCTC or the CM firm, reflecting actual progress, changes in sequencing, or impacts to the critical path. All updates shall include a written narrative identifying progress achieved, reasons for any delays, and proposed recovery measures if the project falls behind schedule.

The CONTRACTOR shall furnish all resources, materials, equipment, and qualified personnel necessary to maintain progress and achieve substantial completion within the approved schedule.

The CONTRACTOR shall also document work progress and results to the satisfaction of VCTC, and if applicable, the State and any federal funding agencies, including any reports or deliverables required to demonstrate compliance with the Contract or funding requirements.

VCTC, the Design firm (RailPros, Inc.) and Construction Management firm (Jacobs Project Management Company), shall establish a resource loaded Project Schedule outlining each task to be completed under the Scope of Work and the number of days after NTP when the work will be completed. CONTRACTOR shall be obligated to complete the work in the time provided for in the Project Schedule and assign a sufficient number of qualified resources necessary to adhere to the Project Schedule.

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

J. 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.

<u>Section ARTICLE IV – PERFORMANCE PERIOD</u> is hereby revised as follows:

B. CONTRACTOR shall complete the work within three hundred and sixty (360) working days after issuance of the Notice to Proceed (NTP) ("Contract Time"). CONTRACTOR shall develop and maintain a Project Schedule that outlines the sequencing of work activities, key milestones, and critical path necessary to achieve timely completion of the project within the Contract Time.

The Project Schedule may be adjusted by the CONTRACTOR as necessary to reflect actual progress, changes in means and methods, or unforeseen conditions encountered during construction. However, any adjustments to reflect actual progress do not operate as an extension of the number of working days provided by this Contract. CONTRACTOR shall keep VCTC informed of significant schedule changes that may affect milestone dates or project completion.

Minor schedule adjustments that do not impact the overall contract duration do not require formal approval. However, any revisions that would extend the total Contract Time are subject to review and approval by VCTC. Any extension of the Contract Time must be explicitly approved by VCTC and the exact number of additional days added to the time for completion must be specified.

Failure to complete the work in accordance with the Project Schedule within the **Contract Time** may subject the CONTRACTOR to Liquidated Damages as specified in Section E below.

<u>Section ARTICLE V – ALLOWABLE COSTS AND PAYMENTS</u> is hereby revised as follows:

A. The method of payment for this AGREEMENT will be based on *the schedule of prices and quantities* lump sum. The *schedule of prices and quantities* total lump sum price paid to CONTRACTOR will include compensation for all work and deliverables, including furnishing all labor (including supervision), travel, materials, bond costs, financing costs, insurance 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 *per line item*. 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 impose Liquidated Damages, delay or reduce payment or terminate this AGREEMENT in accordance with the provisions of Article VI Termination.

ANSWERS TO QUESTIONS:

1) Q: Regarding the Payment & Performance Bonds Section on page 16 of the bid documents, it appears that Payment & Performance Bonds must be included with the bid. However, page 11 (Instructions to Bidders) states that these bonds are to be provided within 10 days after award, but prior to VCTC's execution of the contract. Can you please clarify whether the Payment & Performance Bonds are required on bid day?

A: Payment and Performance Bonds are not required to be submitted with the bid. Only the Bid Bond must accompany the bid at the time of submission. The successful bidder shall provide original Payment and Performance Bonds within ten (10) calendar days after award and prior to VCTC's execution of the contract, consistent with the Instructions to Bidders.

REMINDER THE DEADLINE TO SUBMIT BIDS TO THIS IFB IS **FRIDAY DECEMBER 5**, **2025 BY 3:00 PM (PST)**.

-End of Document-



Camarillo Station ADA Improvement Project Invitation for Bids IFB No. CAM-2025-01

October 16, 2025

Pre-Bid Conference



Reminder

- Please be reminded that any exchange between the Ventura County Transportation Commission, VCTC's Designer or Construction Management Team and prospective bidders at this Pre-Bid Conference will be considered unverified information and does not qualify nor change the solicitation documents.
- Solicitation documents can only be amended by written addendum issued by the Contract Administrator.
- All Questions asked and answered will be non-binding. Please officially submit all Q and A via email to asmith@goventura.org



Agenda

- Please . . .
 - Quiet cell phones
 - Enter your information on the sign-in sheet when you arrive
- Introductions
- Purpose (Scope of Work)
- Review of:
 - Contract Documents/Bidder Questions/Bid Opening
 - Bid Submittal Requirements
 - Common Bidder Errors
 - Job Walk





Project Team

Ventura County Transportation Commission (VCTC)

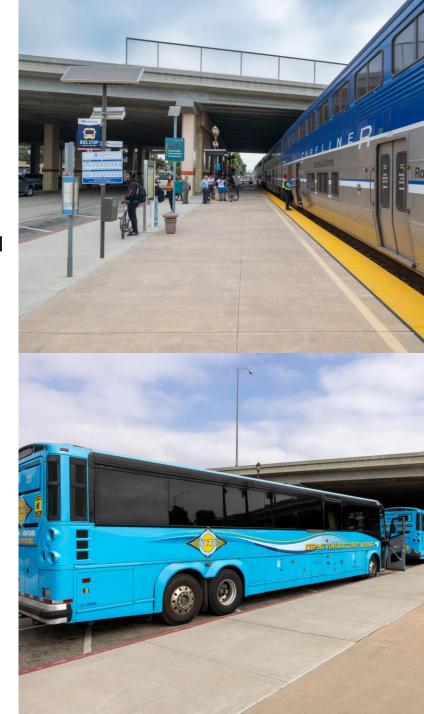
- Aubrey Smith, Program Manager Regional Transit Planning, Project Manager
- Claire Grasty, Director of Public Transit
- Martin Erickson, Executive Director

Design Team - RailPros

• Stephen Ng, P.E., Project Manager/Design Manager

Construction Management Team - Jacobs

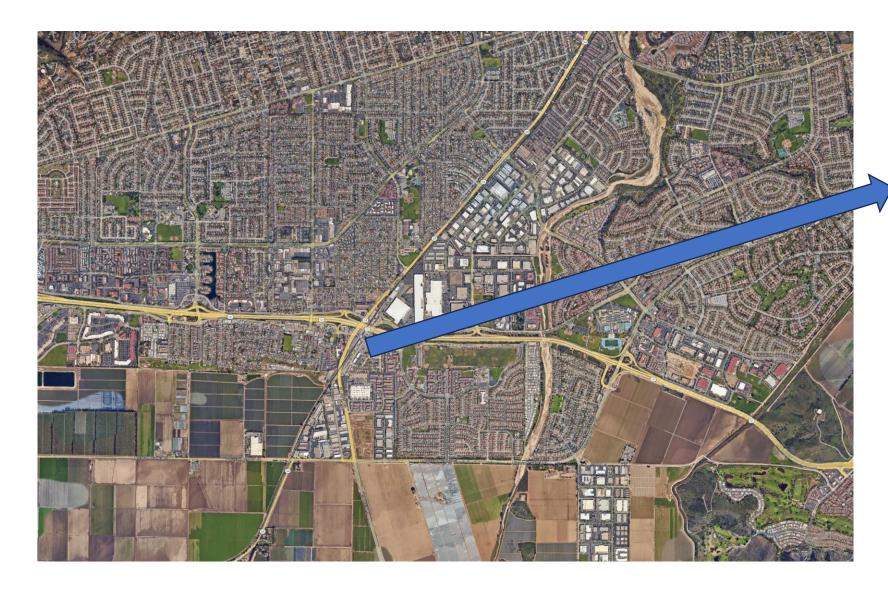
- Ricky Kissel, P.E., Construction Manager
- Cal Zachman, Construction Manager



Background



Camarillo Station Project Site

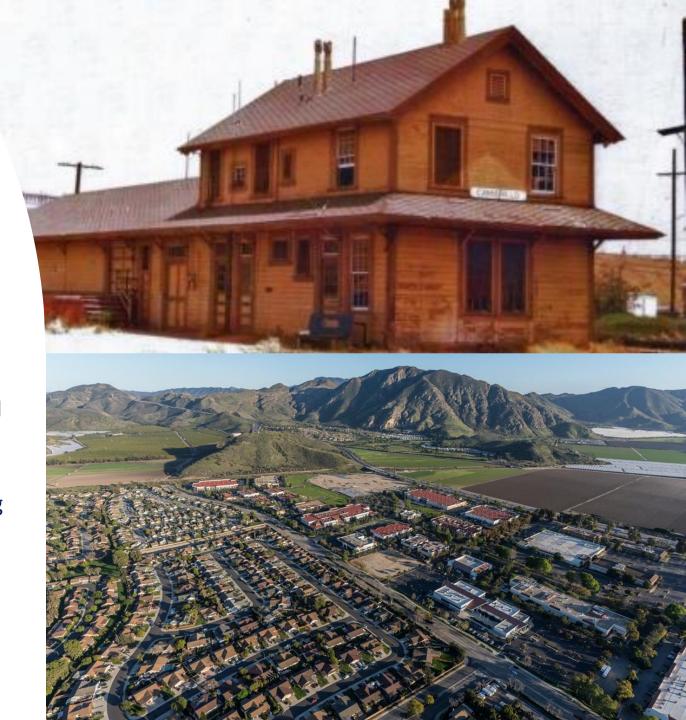






Camarillo Station Background

- Location has been a railroad stop when Southern
 Pacific built railroad between Ventura and LA
- Passenger services ceased in 1960s
- 1992; Metrolink service began in Ventura County serving Simi Valley and Moorpark
- 1994: A temporary train Station opened in Camarillo in response to the Northridge Earthquake and served Amtrak Passengers. In September 1994, Camarillo became a permanent station.
- **1995**: Amtrak's San Diegan (Surfliner) began servicing Camarillo
- 2005: Second platform improvements constructed



Other Projects

- Camarillo Pedestrian Undercrossing
- Sewer Replacement
- Electric Vehicle Charging Stations
- Caltrans Curb Ramp Upgrades



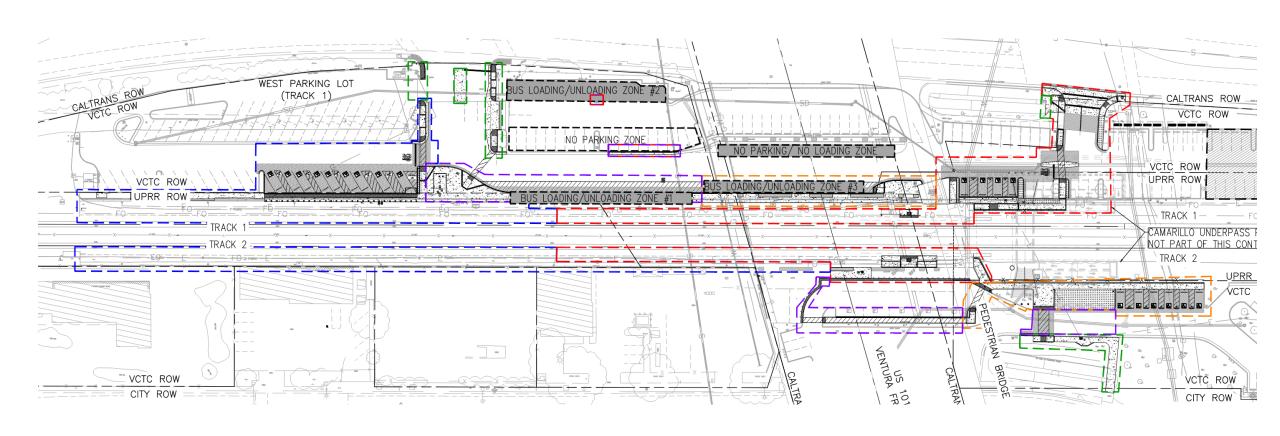




Design Overview



ADA Improvements: Site Overview









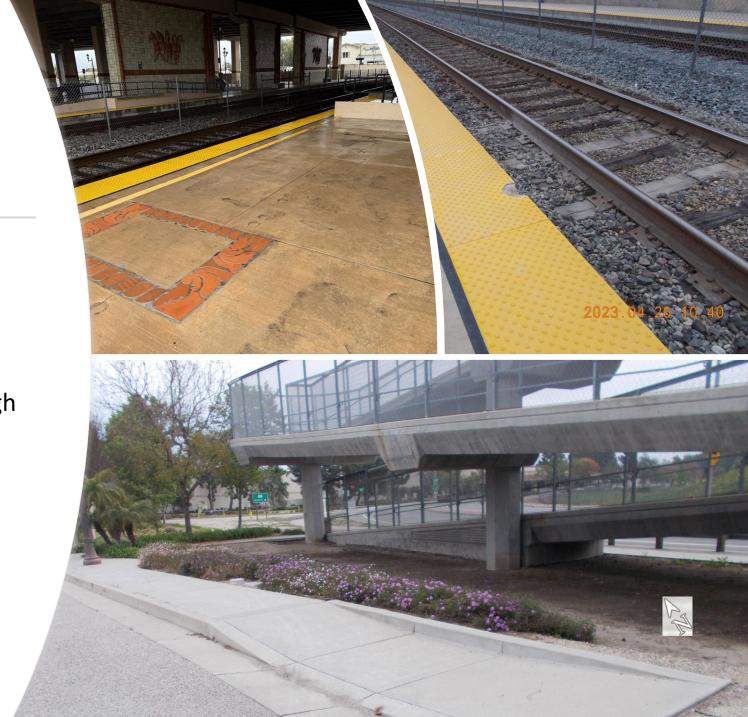
ADA Improvements: Scope of Work

- Grinding or replacement of nonconforming sidewalks, curb ramps, curb and gutter, crosswalks and station platform concrete.
- Replacement of non-compliant VMS Glass and Station Signage
- Removal of existing ADA handicap parking stall pavement and replacing with new asphalt, pervious paving and Signage and Striping
- Coordination with existing transit services (i.e. Camarillo Trolley, Santa Barbara Airbus, VCTC Intercity Bus, AMTRAK, Metrolink)
- Meet SCRRA and Specifications and UPRR Guidelines.



ADA Improvements: Scope of Work (Continued)

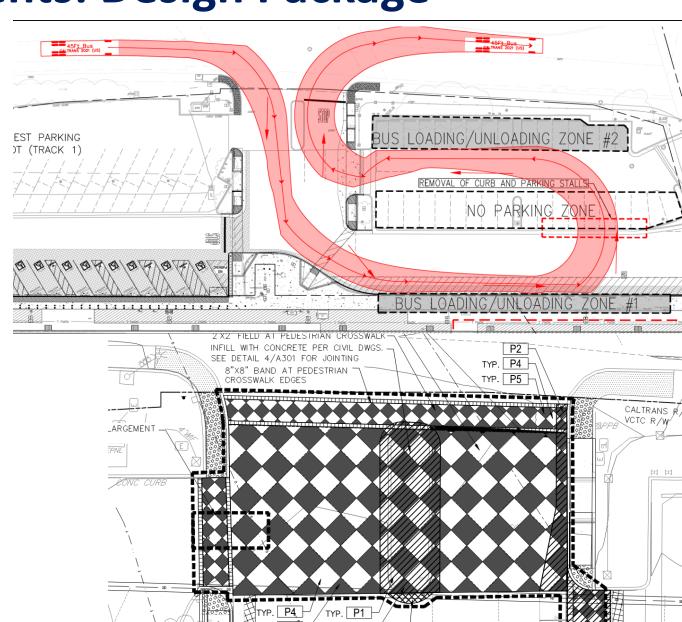
- Replacement of non-compliant and deteriorating platform edge tactile warning strips and addition of SCRRA standard Directional Tile Loading Bars.
- Replacement of existing platform mini-high ramps and platform to meet current standards of SCRRA and UPRR.
- Installation or replacement of curb ramp detectable warning surfaces.
- Relocation and reinstallation of station platform art.





ADA Improvements: Design Package

- Temporary transit access routes
- Pedestrian detour signage
- Architectural detailing of crosswalk at Ventura Blvd and Lewis Dr entrance





ADA Improvements: Detectable Warning Tiles

- Staggered Pattern for Train
 Station Platform Edge
- In-line pattern for all other locations in the dominant direction of travel.





ADA Improvements: Design Package

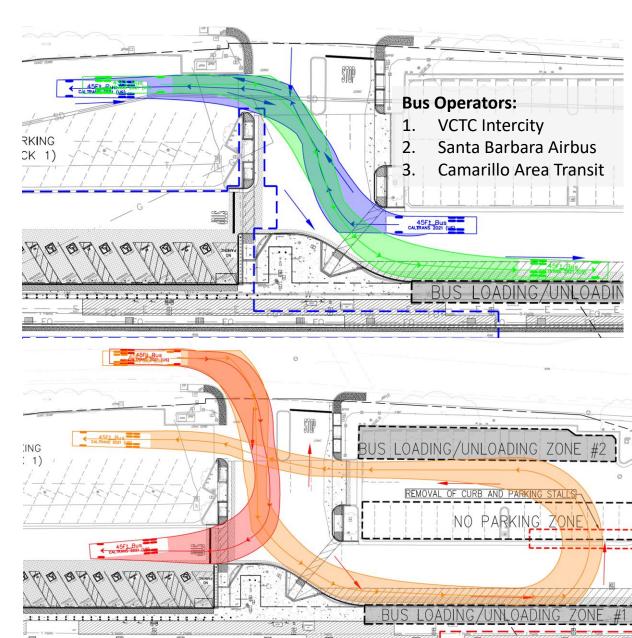
• No potential utility conflicts have been identified, but Contractor is still required to call DigAlert and UPRR Call Before You Dig (CBUD).





ADA Improvements: Bus Transit Coordination

- Phase 1 Ventura and Daily
 Drive Entrances open No Closures, coordinate impact to bus transit operations with different agencies.
- Phase 2 Southwest Parking lot work, One-way Exit closed. Coordinate Entrance and exit of Camarillo Intercity buses into their yard.
- Phase 3 Full closure at Daily Dr Entrance.





ADA Improvements: Bus Transit Coordination (Continued)

- Phase 4 North half of current bus loading zone closed
- Phase 5 South half of current bus loading zone closed.





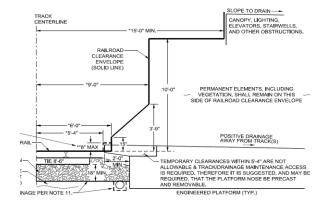
Coordination with Union Pacific Railroad

- Application and submittal of Contractor's Right-of-Entry permit
 - E-rail Safe RWP Training
- Railroad Pre-construction meeting
- Railroad safety briefings and coordination procedures.
- Coordination of Railroad flagging and utility observation (as required).



ADA Improvements: Railroad Coordination

- Phase 2 Construction on South half of Station platforms, both tracks.
- Phase 3 Construction on north half of station platforms, including demolition and construction of new mini-high platforms. Coordinate location of temporary mini-high loading platforms with AMTRAK and Metrolink.
- Contractor must review UPRR STD 713000 and apply the constraints in the performance of the work.
- Coordination with Metrolink when it comes time to work on the VMS, or concrete around the TVDs.







Environmental Review & Permitting

- CEQA Notice of Exemption (NOE) filed November 21, 2023
 - 35-day Statute of Limitations expired December 14,
 2023 with no legal challenges
- NEPA Categorical Exclusion (CE) filed on November 20, 2023
 - o Received FTA approval on November 21, 2023
- Caltrans Encroachment Permit
 - Submitted on October 6, 2025
- Project Area Lease Agreement
 - Lease agreement from UPRR is under review by VCTC as of October 14, 2025

Invitation for Bids



ADA Improvements: Procurement Timeline



Commission approved release of IFB on 10/3/25 & IFB posted on 10/10/25



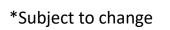
Pre-Bid Conference and On-Site Job Walk 10/16/25



Questions & Requests for Clarifications or Approved Equals Due 10/29/25

Bids Due 11/21 NLT 3pm PST







Commission consideration of contract award on 1/9/26

Target Date for Notice to **Proceed** 1/12/26

	IFB Timeline
Date	Action
October 10, 2025	IFB Release Date
October 16, 2025	Pre-Bid Conference & On-Site Job Walk
October 29, 2025	Questions & Requests for Clarification or Approved Equals
November 10, 2025	Responses from VCTC due
November 21, 2025	Bid Due Date no later than 3pm PST
January 9, 2026	Commission Consideration of Contract Award
January 12, 2026	Notice to Proceed Target Date



ADA Improvements: Project Cost Estimate

 Based on site conditions, results of design process, and market conditions, the construction cost is estimated at \$2.6M.



Contract Requirements

- License Requirements at Time of Bid:
 - Class "A" license
 - Joint Venture bidders must obtain a Joint Venture License.
- Insurance Requirements
 - Workers' Compensation
 - Commercial General and Automobile Liability Insurance
 - Professional Liability Insurance
- Acceptability of Insurance
 - Insurers to have a Bests' rating of no less than A:VII.



Bid Information

 Bid Forms and supporting documents can be obtained through the VCTC website:

www.goventura.org/work-with-vctc/contracts

- Invitation for Bids (IFB) with Contract Template and Exhibits (Plans and Specifications)
- Bid Forms
- Bid Sheet File
- Bids will be opened on <u>Friday, November 21, 2025, at 3:00</u>
 <u>PM (PST)</u> at Ventura County Transportation Commission office (751 E. Daily Dr., Suite 420, Camarillo, CA 93010) by the VCTC Project Manager.
- Responsiveness and responsibility check will be performed
- Bidders will be formally notified by <u>Monday, November 24</u>,
 2025 of official awarded bidder
- Bid Forms and supporting documents must be submitted to VCTC before the aforementioned deadline.



Bid Submittal Instructions

- Only hard copy bid responses are accepted.
- Bids may be hand delivered or mailed (FedEx, UPS, US Mail, etc.) to VCTC:

Ventura County Transportation Commission

Attn: Aubrey Smith

751 E. Daily Dr., Ste 420

Camarillo, CA 93010

- Bids received after the submission deadline 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.
- 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.



Bid Submittal Instructions (Continued)

- Complete Bid Package Requirements/Forms
- All attachments must be complete!

ATTACHMENT A – BIDDER ACKNOWLEDGEMENT FORM

Attachment	Form/Document	Initials
Α	Bidder Acknowledgement Form	
В	Addenda Acknowledgement(s) Form	
С	Bidder Profile Firm	
D	Minimum Qualifications: Financial Capability and Past Project Experience	
Е	List of Current Projects	
F	Bidders Industrial Safety Record Form	
G	Schedule of Quantities and Price (Bid Sheet)	
Н	Bid Bond Form	
I	Performance Bond Form	
J	Payment (Material and Labor) Bond Form	
к	Bid Protest Procedures	
L	Federal Provisions	
М	Certification and Restrictions on Lobbying	
N	Government-wide Debarment and Suspension	
0	Buy America Certification	



Bid Submittal Instructions (Continued)

- The Commission has the right to:
 - Accept or reject any or all bids
 - Waive any minor errors, informalities in any bid
- Bids received are considered public information.



Bidders Questions

Bidder questions must be submitted to asmith@goventura.org by Wednesday, October 29, 2025 by 4:00 p.m. PST

- No phone inquiries.
- Only clarifications/revisions to contract documents from VCTC, issued by addendum, are considered official.
- 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.



Common Bidder Errors

- Bid submittal must be complete by the designated due date and time.
- All required documents for a complete bid package must be correctly completed and submitted.
- Signed Letters and Bid Forms including certifications must be correctly completed and submitted.
- Failure to meet insurance requirements.



Timeline / Summary

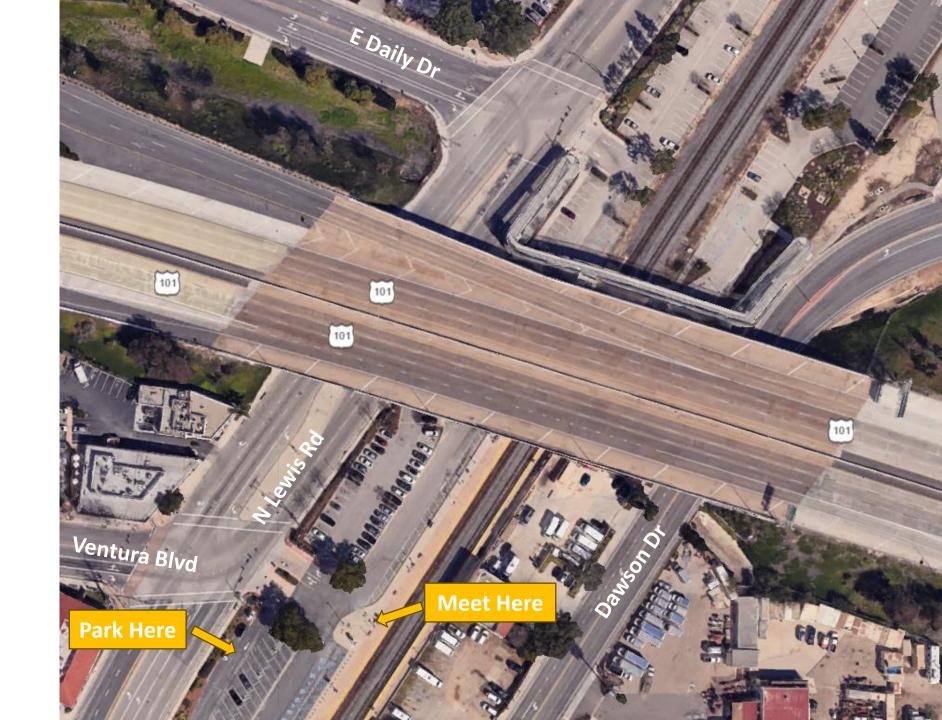
- October 10, 2025 Release IFB for Construction Contractor
- January 2026 Commission to Consider Approval of Construction Contractor Selection & Contract, Issue NTP
- Winter 2026 Mobilization and Off-Site Construction Activities, On-Site Construction and Demobilization, Permitting and coordination of additional activities.
- 360 Working Days
- ADA Construction improvements must be complete by March 15, 2027 per U.S. Department of Justice settlement agreement.

	IFB Timeline
Date	Action
October 10, 2025	IFB Release Date
October 16, 2025	Pre-Bid Conference & On-Site Job Walk
October 29, 2025	Questions & Requests for Clarification or Approved Equals
November 10, 2025	Responses from VCTC due
November 21, 2025	Bid Due Date no later than 3pm PST
January 9, 2026	Commission Consideration of Contract Award
January 12, 2026	Notice to Proceed Target Date



Job Walk

30 N Lewis Road Camarillo, 93010





Job Walk (Continued)

- Job Walk Date: October 16, 2025 at 10:00 AM PST
- Project Location Access:
 - Park at the Camarillo Metrolink Station located at 30 N Lewis Road, Camarillo, 93010.
 - Meeting at the station platform (Track 1 West side of station)
 - <u>DO NOT</u> enter the railroad right-of-way (ROW) without proper escort from VCTC.
- Required PPE:
 - Orange Safety Vest meeting ANSI Class II or III Reflective Standards
 - Safety Glasses meeting ANSI Z87.1 Standards
 - Plastic Hard Hat as specified by ANSI, CAL/OSHA and/or Fed/OSHA
 - Safety Boots
 - Cameras are allowed.

Questions?

1.1. BID LETTER

Ventura County Transportation Commission October 10, 2025

Subject Invitation for Bids – Camarillo Station ADA Improvement Project IFB No. 2025-01

To Interested Bidders:

The Ventura County Transportation Commission (VCTC) hereby invites sealed bids from qualified contractors to furnish all labor, materials, equipment, and incidentals required to complete the Camarillo Station ADA Improvement Project in accordance with the specifications, plans, and contract documents prepared by VCTC.

The scope of work generally consists of improvements necessary to enhance accessibility at the Camarillo Metrolink Station, including but not limited to; installation of accessible paths of travel, curb ramps, tactile warning strips, modifications to platforms, and other related site improvements.

Bids must be submitted in a sealed envelope plainly marked with the bidder's name, address, and the IFB number, and delivered to VCTC at the address below no later than **December 5**, 2025 at 3:00 PM (PST). Late bids will not be accepted.

Bid Submission Address:

Ventura County Transportation Commission 751 E. Daily Drive, Suite 420, Camarillo, CA 93010 Attention: Aubrey Smith

Each bid must be accompanied by all required bid forms and documents as specified in the Instructions to Bidders. A bid bond in the amount of ten percent (10%) of the total bid is required. VCTC reserves the right to reject any or all bids, to waive any informalities or irregularities in bids received, and to award the contract to the lowest responsive and responsible bidder.

A pre-bid conference will be held on October 16, 2025 at 9:00 AM at VCTC's offices located at 751 E. Daily Drive, Suite 420, Camarillo, CA 93010. The site walk will be held at the Camarillo Metrolink Station located at 30 N. Lewis Rd, Camarillo, CA. This project is subject to all applicable federal, state, and local laws, including the requirements of the Americans with Disabilities Act (ADA), nondiscrimination provisions, and prevailing wage laws. We appreciate your interest in this important project to improve accessibility for our community and look forward to receiving your bid.

Regards,

Aubrey Smith
Program Manager – Regional Transit Planning
Ventura County Transportation Commission

1.2. INSTRUCTIONS TO BIDDERS

1.2.1. PROJECT BACKGROUND

In May 2018, the United States Attorney's Office for the Central District of California ("USAO") conducted an ADA compliance review at the Camarillo Station. The ADA requires that all existing intercity rail stations be accessible and useable by individuals with disabilities, including individuals who use wheelchairs. Upon completion of its² review of available information, the US Department of Justice (DOJ) concluded that the Camarillo station, owned by the Ventura County Transportation Commission (VCTC), was not in compliance with ADA requirements.

In 2021, VCTC entered into an agreement with the DOJ to make the following improvements at the Camarillo Station by a deadline of **March 15, 2027**:

- Increasing accessibility on routes from the public right-of-way, from public transit, from accessible parking, and from the passenger loading zone due to gaps.
- Remedying elevation changes and improper slopes (e.g. travel paths, platforms, etc.).
- Adding detectable warnings at pedestrian/vehicular transition areas, and curb ramps, and
- Improving signage to be ADA-compliant.

As the first step in this effort, VCTC hired an Independent Licensed Architect (ILA) to assess ADA compliance at the Camarillo Transit Station. The ILA's report identified necessary improvements that VCTC need to implement to be compliant with the ADA. VCTC hired a design consultant to prepare design plans that address all deficiencies identified in the ILA report and complies with jurisdictional standards pertaining to accessibility-related provisions of these codes and standards. VCTC now seeks a qualified construction contractor to construct the required ADA improvements at the Camarillo Transit Station. Any future award of a contract pursuant to this solicitation is contingent upon VCTC receiving right-of-way certification from Caltrans and an outside funding allocation from the California Transportation Commission.

1.2.2. ANTICIPATED SCHEDULE FOR SUBMISSION OF BIDS AND AWARD

DATE	ACTIVITY
October 10, 2025	IFB Release
October 16, 2025	Pre-Bid Conference (VCTC Office) & On-Site Job Walk (Camarillo Station)
November 7, 2025	Questions & Requests for Clarification or Approved Equals
November 19, 2025	Responses Due
December 5, 2025	Bids Due by 3:00 PM (PST)
January 9, 2026	Commission Consideration of Contract Award
January 12, 2025	Notice to Proceed

^{*}Completion of the Project shall occur within 360 days of NTP.

1.2.3. SOLICITATION METHOD

A firm fixed-price contract award will be made to the lowest qualified responsive and responsible





BID SHEET

Project Name: Design Level: Last Updated: Camarillo Station ADA Improvements Project

Addendum #1

t Updated: October 27, 2025

NO.	SPEC / REFERENCE	WORK DESCRIPTION	UNIT	QUANTITY	UNIT CO	ST	TOTAL COST	Location of the Pay Item
SCHEDU	SCHEDULE A - BASE BID							
1 GENE	RAL							
1.1	01 71 13	Mobilization / Demobilization	LS	1				Throughout site
1.2	01 57 19	SWPPP	LS	1				Throughout site
1.3	01 57 19	Temporary BMP during construction	LS	1				Throughout site
1.4	01 71 13	Water Service	LS	1				Throughout site
1.5	31 11 00	Clearing/Grubbing	LS	1				Throughout site
1.6	01 55 26	Traffic Control Work	LS	1				Throughout site
2 UTILIT	ITES		\sim					
2.1	01 14 19	Utility Relocation (Allowance)	AL	1	\$ 75,0	00.00	\$ 75,000.00	Allowance
2.2	01 11 16	UPRR Required Utility Observation (Allowance)	AL	1		00.00	\$ 50,000.00	Allowance Allowance
3 DEMO	LITTÓN				$\overline{}$		$\overline{\mathbf{w}}$	
3.01	31 11 50	Remove Concrete Pavement	SF	1,100				Site Entrances Parking Lot
3.02	31 11 50	Sawcut and Demolish Structural Concrete Slab Full Depth Removal (Platform)	SF	5,586				East Platform and West platform near mini-high
3.03	31 11 50	Remove PCC Sidewalk	SF	10,017				West and East Parking Lot
3.04	31 11 50	Remove AC Pavement (Approx. 11")	SF	15,721				West and East Parking Lot
3.05	31 11 50	Remove Mini High Platform	LS	\sim 1	۸			West and East Mini High Platforms
3.06	31 11 50	Remove Curb Only	LF	(1,366	1 /1			West and East Parking Lot
3.07	31 11 50	Remove Curb and Gutter	LF	94				West Parking Lot
3.08	31 11 50	Remove PCC Ribbon Gutter	LF	35				West Parking Lot
3.09	31 11 50	Remove Sign and Post (To Be Salvaged)	EA	12				West Parking Lot
3.10	31 11 50	Remove Pull Box	EA	36				Throughout site
3.11	31 11 50	Remove and Salvage Wheel Stops	EA	15				West and East Parking Lot
3.12	31 11 50	Remove Wheel Stops	EA	3				East Parking Lot
3.13	31 11 50	Remove Bollards	EA	31				West Platform
3.14	31 11 50	Remove Sign Only	EA	5				Throughout Site
3.15	31 11 50	Remove Detectable Warning Surface	SF	4,479				Site Entrance, Rail Platforms
3.16	31 11 50	Relocate AMTRAK Lift	LS	1				East Platform
3.17	31 11 50	Remove Temporary Pavement	SF	788				West Parking Lot
3.18	31 11 50	Remove Bench	EA	1				East Platform
3.19	31 11 50	Remove Irrigation Facility	LS	1				West Parking Lot



BID SHEET

Project Name: Design Level: Last Updated:

Camarillo Station ADA Improvements Project

Addendum #1 October 27, 2025

NO.	SPEC / REFERENCE	WORK DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST	Location of the Pay Item
4 EXTER	RIOR IMPROVEMENTS						
4.01	32 16 00	Construct 4" PCC Sidewalk on 6" Base per SSPWC STD Plan 112-2	SF	9,943			Throughout Site
4.02	32 16 00	Construct Curb Ramp per SSPWC STD Plan 111-5 Type per Plan	EA	17			Throughout Site
4.03	32 16 00	Construct Modified Curb Only Per SSPWC STD Plan 120-3 Height Per Plan Detail 3 on Sheet DT-01	LF	1,299	<u> </u>		West and East Parking Lot
4.04	32 16 00	Install 6" Curb and gutter per SSPWC STD Plan 121-3 Modified per Detail on Sheet DT-01	LF	302			West Parking Lot
4.05	32 16 00	Construct Concrete Pavement	SF	849			West Parking Lot
4.06	32 16 00	(N) Construct Concrete Pavement Finish, Joints & Color	SF	618			West Parking Lot
4.07	32 16 00	(E) Construct Concrete Pavement Sandblasting / Prep	SF	2,405			West Parking Lot
4.08	32 16 00	(E) Construct Concrete Pavement Finishes and Joints	SF	1,200			West Parking Lot
4.09	32 16 00	Art Finishes (Horse shoe impressions and tile emblem relocations)	LS	1			Both Platforms
4.10	SCRRA ES3201	Construct 6" PCC Platform on 6" CMB	SF	6,203			Both Platforms, entry
4.11	32 16 00	Grind Platform to 2% Max Cross Slope	SF	4,234			West and East Platform
4.12	03 31 00	Fill in Gaps	LS	1			West Platform Near Mini-High
4.13		Type 2 Side Platform Mini-High and Appurtenances per SCRRA ES3101-2 (Inclusive of structural concrete, reinforcing steel, railings, miscellaneous metals, finish hardware, painting and coatings, bollards, and black and white detectable warning tactiles)	EA	2			West and East Platform
4.14	34 11 27	Concrete Slab Compacted Aggregate Base (Platform)	CY	104			West and East Platform
4.15	31 20 00	Structural Excavation	CY	13			West and East Platform (Under Platform at Mini-Highs)
4.16	03 21 00	Structural Concrete	CY	29			West and East Platform (Mini-high and Platform under Mini-High)
4.17	05 52 00	Construct Metal Handrailing Per SCRRA STD Plan ES3102	LF	123			West and East Platform
4.18	09 61 50	Install Detectable Warning Surface per SSPWC Standard Plan 111-5 Detail on Sheet 10 (Parking Lot)	SF	1,324			West and East Parking Lot
4.19	09 61 50	Remove and Replace 24" Wide Detectable Warning Tile per SCRRA ES3202/ES2303-01 (Metrolink Platforms)	SF	3,382			West and East Platform
4.20	09 61 50	Install Directional Bar Tile per SCRRA ES3203 (Metrolink Standards)	SF	408			West and East Platform
4.21	32 12 00	Construct AC Pavement Per Detail 8 on Sheet DT-01	SF	7,534			West and East Parking Lot
4.22	32 12 00	Construct Pervious Pavement	SF	4,888			West Parking Lot
4.23	SSPWC 122-3	Construct Ribbon Gutter Per Detail 7 on Sheet DT-01	LF	35			West Parking Lot

VCTC

BID SHEET

Project Name: Design Level: Last Updated: Camarillo Station ADA Improvements Project

Addendum #1

t Updated:

October 27, 2025

4.25 SSRWC 122-3 Construct Cross Gutter Per SSPWC 122-3, Modified Per Plan SF 489 West Parking Lot South Entran 426 SSRRA E33323 Install SCRRA Type 16 Sign Per STD DWG ES3323 EA 2 Mini-High Planforms East and W 427 SCRRA E33321 Install SCRRA Modified Sign R5-1 Per STD DWG ES3101 EA 4 Mini-High Planforms East and W 428 31 11 50 Relocate Bench EA 1 East Parking Lot East Parking Lot 429 31 11 50 Relocate Bench EA 3 East Planform East Parking Lot 430 32 17 13 Install New Wheel Stop EA 15 West and East Parking Lot 431 32 17 13 Install New Wheel Stop EA 4 West and East Parking Lot 432 32 17 23 Install AGA Accessible Parking Markings Per Caltrans STD EA 4 West and East Parking Lot 433 32 17 23 Install AGA Accessible Parking Markings Per Caltrans STD EA 4 West and East Parking Lot 434 32 17 23 Install AGA Accessible Parking Markings Per Caltrans STD EA 4 West and East Parking Lot 435 32 17 23 Install AGA Accessible Parking Markings Per Caltrans STD EA 4 West and East Parking Lot 436 32 17 23 Install AGA Accessible Parking Markings Per Caltrans STD EA 4 West and East Parking Lot 436 32 17 23 Install AGA Accessible Parking Markings Per Caltrans STD EA 4 West and East Parking Lot 436 32 17 23 Install AGA Accessible Parking Lot EA 4 West and East Parking Lot 436 32 17 23 Install AGA East Parking Lot East P	NO.	SPEC / REFERENCE	WORK DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST	Location of the Pay Item
4.26 SSFWUT 122-3	4.24	SCRRA ES3504		EA	3			West Platform
4.27 SCRRA E53101 Install SCRRA Modified Sign R5-1 Per STD DWG E53101 EA	4.25	SSPWC 122-3	Construct Cross Gutter Per SSPWC 122-3, Modified Per Plan	SF	489			West Parking Lot South Entrance
428	4.26	SCRRA ES3323	Install SCRRA Type 16 Sign Per STD DWG ES3323	EA	2			Mini-High Platforms East and West
4.29 31 t 1 t 50 Relocate Bench	4.27	SCRRA ES3101	Install SCRRA Modified Sign R5-1 Per STD DWG ES3101	EA	4			Mini-High Platforms East and West
4.30 32.17.13 Install Salvaged Wheel Stops	4.28	31 11 50	Relocate Light Pole	EA	1			East Parking Lot
A.31 32 17 13	4.29	31 11 50		EA	3			East Platform
4.32 32 17 23 Install Salvaged Accessibility Sign and Post R99C EA	4.30	32 17 13	Install Salvaged Wheel Stop	EA	15			West and East Parking Lot
4.33 32 17 23 Install ADA Accessible Parking Markings Per Caltrans STD EA 19 West and East Parking Lot	4.31	32 17 13	Install New Wheel Stops	EA	4			West and East Parking Lot
4.34 32 17 23	4.32	32 17 23	Install Salvaged Accessibility Sign and Post R99C	EA	14			West and East Parking Lot
4.34 32.17.23 O.C. (Thermoplastic) SF 496 West and East Parking Lot	4.33	32 17 23		EA	19			West and East Parking Lot
4.36 32.17.23 Install 4" Blue Striping Paint SF 31 West and East Parking Lot	4.34	32 17 23	OC.(Thermoplastic)	SF	486			•
4.36 32 17 23 Install 4" Bile Striping Paint SF 31 West and East Parking Lot	4.35	32 17 23	Install 4" Blue Diagonal Striping at 36" Max	SF	359			West and East Parking Lot
A.38 MUTCD 3B.23 Paint Green Curb, 2 Coats (Length per Plan) - Passenger Drop off /Pick up Drop	4.36	32 17 23	Install 4" Blue Striping Paint	SF	31			
A.38 MUTCD 3B.23 Paint Green Curb, 2 Coats (Length per Plan) - Passenger Drop off /Pick up Drop	4.37	Caltrans STD Specs 84-9	Blackout Existing Striping	LS	1			West and East Parking Lot
4.39 MUTCD 3B.23 Paint Red Curb, 2 Coats (Length per Plan) - No Parking SF 46 Throughout site	4.38		Paint Green Curb, 2 Coats (Length per Plan) - Passenger	SF	970			Throughout site
4.41 CBC 11B-703.5.5 Replace Sign in Kind with ADA Compliant Character Height EA 49 Throughout site 4.42 Caltrans STD Plan A24F Install Pavement Markings per Caltrans STD Plan A24F, Type as Noted EA 2 Throughout site 4.43 MUTCD R7-8B Install Van Accessible Sign MUTCD R7-8B (12"X36") with Post EA EA 9 Throughout site 4.44 Caltrans STD Plan A24F Install 12" Thermoplastic White Basic Crosswalk per Caltrans STD Plan A24F STD Plans A24F SF 801 Throughout site 4.45 R25C (CA) (Mod) Install 15 min. Loading Zone Sign EA 5 Throughout site 4.46 Caltrans STD Plan A24F Install 12" White Limit Line per Caltrans STD Plan A24F SF 134 Throughout site 4.47 Caltrans STD Plan A24E Install 12" White Limit Line per Caltrans STD Plan A24F SF 134 Throughout site 4.48 10 14 55, 31 11 50 Replace Signage and/or adjust at Platform LS 1 Throughout site 4.49 26 05 00 Replace Pull Box (Paving Replacement) EA 16 West and East Platform 4.51 26 05 00 Rep	4.39	MUTCD 3B.23		SF	46			Throughout site
4.42 Caltrans STD Plan A24F Install Pavement Markings per Caltrans STD Plan A24F, Type as Noted 4.43 MUTCD R7-8B Install Van Accessible Sign MUTCD R7-8B (12"X36") with Post EA 9 Throughout site 4.44 Caltrans STD Plan A24F Install 12" Thermoplastic White Basic Crosswalk per Caltrans STD Plan A24F STD Plan A24F Install 12" Thermoplastic White Basic Crosswalk per Caltrans STD Plan A24F Install 12" White Limit Line per Caltrans STD Plan A24F SF 134 Throughout site 4.45 R25C (CA) (Mod) Install 15 min. Loading Zone Sign EA 5 Throughout site 4.46 Caltrans STD Plan A24F Install 12" White Limit Line per Caltrans STD Plan A24F SF 134 Throughout site 4.47 Caltrans STD Plan A24F Install "NO PARKING" Lettering 12" Per Detail on Sheet DT-01 EA 14 Throughout site 4.48 10 14 55, 31 11 50 Replace Signage and/or adjust at Platform LS 1 Throughout site 4.49 26 05 00 Replace Pull Box (Paving Replacement) EA 16 West and East Platform 4.50 26 05 00 Adjust Pull Box To Grade (Grind Areas) EA 9 West and East Platform 4.51 26 05 00 Replace Pull Box (Relocate) EA 2 East Platform 4.52 31 11 50 Adjust Sign to Grade EA 5 Throughout site 4.53 31 11 50 Adjust Sign to Grade EA 1 West Platform 4.54 31 11 50 Adjust Bike Rack to Grade EA 1 West Platform 4.55 SCRRA ES3101 Install Bollards Per SCRRA ES3101 EA 7	4.40	MUTCD 3B.23	Paint Blue Curb, 2 Coats (length per Plan) - ADA Parking	SF	478			Throughout site
4.42 Caltrans STD Plan A24F Install Van Accessible Sign MUTCD R7-8B (12"X36") with Post EA 9 Throughout site 4.44 Caltrans STD Plan A24F Install 12" Thermoplastic White Basic Crosswalk per Caltrans STD Plans A24F STD Plans A24F Install 12" Thermoplastic White Basic Crosswalk per Caltrans STD Plans A24F Install 12" White Limit Line per Caltrans STD Plan A24F SF 134 Throughout site 4.45 R25C (CA) (Mod) Install 15 min. Loading Zone Sign EA 5 Throughout site 4.46 Caltrans STD Plan A24F Install 12" White Limit Line per Caltrans STD Plan A24F SF 134 Throughout site 4.47 Caltrans STD Plan A24E Install "NO PARKING" Lettering 12" Per Detail on Sheet DT-01 EA 14 Throughout site 4.48 10 14 55, 31 11 50 Replace Signage and/or adjust at Platform LS 1 Throughout site 4.49 26 05 00 Replace Pull Box (Paving Replacement) EA 16 West and East Platform 4.50 26 05 00 Adjust Pull Box To Grade (Grind Areas) EA 9 West and East Platform 4.51 26 05 00 Replace Pull Box (Relocate) EA 2 East Platform 4.52 31 11 50 Adjust Sign to Grade EA 5 Throughout site 4.53 31 11 50 Adjust Bike Rack to Grade EA 1 West Platform 4.54 31 11 50 Adjust Bike Rack to Grade EA 1 West Platform 4.55 SCRRA ES3101 Install Bollards Per SCRRA ES3101 EA 7 Mini-High Platform East	4.41	CBC 11B-703.5.5	Replace Sign in Kind with ADA Compliant Character Height	EA	49			Throughout site
4.44 Caltrans STD Plan A24F Install 12" Thermoplastic White Basic Crosswalk per Caltrans STD Plans A24F SF 801 Throughout site 4.45 R25C (CA) (Mod) Install 15 min. Loading Zone Sign EA 5 Throughout site 4.46 Caltrans STD Plan A24F Install 12" White Limit Line per Caltrans STD Plan A24F SF 134 Throughout site 4.47 Caltrans STD Plan A24E Install "NO PARKING" Lettering 12" Per Detail on Sheet DT-01 EA 14 Throughout site 4.48 10 14 55, 31 11 50 Replace Signage and/or adjust at Platform LS 1 Throughout site 4.49 26 05 00 Replace Pull Box (Paving Replacement) EA 16 West and East Platform 4.50 26 05 00 Adjust Pull Box To Grade (Grind Areas) EA 9 West and East Platform 4.51 26 05 00 Replace Pull Box (Relocate) EA 2 East Platform 4.52 31 11 50 Adjust Sign to Grade EA 5 Throughout site 4.53 31 11 50 Adjust Bike Rack to Grade EA 1 West Platform <td>4.42</td> <td>Caltrans STD Plan A24F</td> <td>as Noted</td> <td>EA</td> <td>2</td> <td></td> <td></td> <td>Throughout site</td>	4.42	Caltrans STD Plan A24F	as Noted	EA	2			Throughout site
4.44 Caltrans STD Plan A24F STD Plans	4.43	MUTCD R7-8B	Install Van Accessible Sign MUTCD R7-8B (12"X36") with Post	EA	9			Throughout site
4.46 Caltrans STD Plan A24F Install 12" White Limit Line per Caltrans STD Plan A24F SF 134 Throughout site 4.47 Caltrans STD Plan A24E Install "NO PARKING" Lettering 12" Per Detail on Sheet DT-01 EA 14 Throughout site 4.48 10 14 55, 31 11 50 Replace Signage and/or adjust at Platform LS 1 Throughout site 4.49 26 05 00 Replace Pull Box (Paving Replacement) EA 16 West and East Platform 4.50 26 05 00 Adjust Pull Box To Grade (Grind Areas) EA 9 West and East Platform 4.51 26 05 00 Replace Pull Box (Relocate) EA 2 East Platform 4.52 31 11 50 Adjust Sign to Grade EA 5 Throughout site 4.53 31 11 50 Adjust Bike Rack to Grade EA 1 West Platform 4.54 31 11 50 Adjust Manhole EA 1 West Platform 4.55 SCRRA ES3101 Install Bollards Per SCRRA ES3101 EA 7	4.44	Caltrans STD Plan A24F		SF	801			Throughout site
4.46 Caltrans STD Plan A24F Install 12" White Limit Line per Caltrans STD Plan A24F SF 134 Throughout site 4.47 Caltrans STD Plan A24E Install "NO PARKING" Lettering 12" Per Detail on Sheet DT-01 EA 14 Throughout site 4.48 10 14 55, 31 11 50 Replace Signage and/or adjust at Platform LS 1 Throughout site 4.49 26 05 00 Replace Pull Box (Paving Replacement) EA 16 West and East Platform 4.50 26 05 00 Adjust Pull Box To Grade (Grind Areas) EA 9 West and East Platform 4.51 26 05 00 Replace Pull Box (Relocate) EA 2 East Platform 4.52 31 11 50 Adjust Sign to Grade EA 5 Throughout site 4.53 31 11 50 Adjust Bike Rack to Grade EA 1 West Platform 4.54 31 11 50 Adjust Manhole EA 1 West Platform 4.55 SCRRA ES3101 Install Bollards Per SCRRA ES3101 EA 7	4.45	R25C (CA) (Mod)	Install 15 min. Loading Zone Sign	EA	5			Throughout site
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4.56 SCRRA ES5107 Install Bollards Per SCRRA ES5107 EA 36 West Platform	4.56	SCRRA ES5107	Install Bollards Per SCRRA ES5107	ΕA	36			
4.57 32 80 00 Install Irrigation / Retrofit existing lines LF 465 West Parking Lot	4.57	32 80 00	Install Irrigation / Retrofit existing lines	LF	465			West Parking Lot

BID SHEET



Project Name: Camarillo Station ADA Improvements Project

Design Level: Addendum #1

Last Updated: October 27, 2025

NO.	SPEC / REFERENCE	WORK DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST	Location of the Pay Item
4.58	32 12 00	Install Temporary Asphalt Pavement	SF	566			West Parking Lot
4.59	32 90 00	Install Landscaping	SF	544			Throughout site
4.60	SCRRA ES5105	Install Mesh Fencing	LF	311			Throughout site
4.61	31 11 50	Relocate Hospital Sign	EA	1			West Parking Lot
4.62	CBC 11B-705.1-1.3.2	Install 1" Wide Contrast Stripe	~ ~	~~~ ¹⁴² ~	~~~~		West Parking Lot
4.63	Caltrans ES-5D	Replace Traffic Loops in Kind per Caltrans ES-5D	LS	1.			Daily Drive Entrance
4.64	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	Geosynthètic Reinforcement	\30YD\	344			West Parking Lot
(4.65	Caltrans	Relocate Crosswalk Push Button	, EV,	· · · · · · · · · · · · · · · · · · ·	* * * * * * * *		Daily Drive Entrance
, 0		SCHI	DULE A -	BASE BID CON	STRUCTION COST:	şuuu	

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VENTURA COUNTY TRANSPORTATION COMMISSION (VCTC) CAMARILLO STATION ADA IMPROVEMENTS – METROLINK/AMTRAK RAIL STATION

Note: The TYPE column specifies if the section is a Modification (MOD) or Replacement (RPL) of an existing SCRRA Standard (STD) Specification section, or a Supplemental (SUPL) Specification section.

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/.

The Contractor is responsible for obtaining the SCRDA Standard Specification

The Contractor is responsible for obtaining the SCRRA Standard Specifications through the website above and incorporating them into the bid documents during the bidding process and used as part of the Construction Documents throughout the Construction Contract.

The following are modifications, supplemental or replacement sections to the 2022 SCRRA Standard Specifications. Required Specifications are found in 01 11 13 Work Covered by the Contract Documents.

SECTION	TITLE	TYPE	PAGES	RESPONSIBLE FIRM
Division 01	General Requirements			
01 11 13	Work Covered by the Contract Documents	RPL	173	RailPros
01 11 15	Definition of Terms and Reference Standards	RPL	17	RailPros
01 11 16	UPRR Right of Entry and Flagging Requirements	RPL	4	RailPros
01 14 00	Work Restrictions	RPL	\{\bar{16}\}	RailPros
01 14 16	Coordination With the Authority and UPRR	RPL	4	RailPros
01 14 19	Coordination With Utilities	RPL	3	RailPros
01 26 14	Request for Information	RPL	3	RailPros
01 31 00	Project Management and Coordination	RPL	7	RailPros
01 31 99	Period of Performance (2 Step NTP)	RPL	5	RailPros
01 32 17	Construction Project Schedule	RPL	15	RailPros
01 32 33	Photographic Documentation	RPL	4	RailPros
01 33 00	Submittal Procedures	RPL	17	RailPros
01 35 15	Maintenance and Protection of Railroad Traffic	RPL	2	RailPros
01 35 23	Site Safety Requirements	RPL	6	RailPros
01 35 44	Environmental Safety and Health Program	RPL	5	RailPros



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01 40 00	Quality Requirements	RPL	13	RailPros
01 43 23	Contractor Qualifications and Requirements	RPL	4	RailPros
01 55 26	Maintenance and Protection of Roadway Traffic	RPL	3	RailPros
01 56 37	Worksite Security Requirements	RPL	3	RailPros
01 56 38	Bird Protection	RPL	2	RailPros
01 57 19	Temporary Environmental Controls	RPL	6	RailPros
01 60 00	Product Requirements	RPL	5	RailPros
01 64 00	Authority Furnished Material and Equipment	RPL	2	RailPros
01 71 13	Mobilization, Demobilization and Controls	RPL	12	RailPros
01 71 23	Field Engineering	RPL	4	RailPros
01 78 39	Project Record Documents	RPL	5	RailPros
01 91 13	General Commissioning Requirements	RPL	4	RailPros
Division 03	Concrete			
03 31 00	Structural Concrete	MOD	4	AVA
Division 05	Metals			
05 52 00	Hand Rails and Railing	MOD	2	RailPros
Division 07	Thermal and Moisture Protection			
07 92 00	Joint Sealants	SUPL	9	AVA
Division 09	Finishes			
09 30 13	Tiling	MOD	6	AVA
09 61 50	Detectable Warning Panels	MOD	1	AVA
09 90 00	Painting and Coatings	MOD	2	AVA
Division 10	Specialties			
10 14 53	Roadway Signage	MOD	2	RailPros
10 14 55	Railroad Signage	MOD	1	RailPros
Division 31	Earthwork			
31 11 00	Site Clearing	MOD	3	RailPros
31 11 50	Demolition, Cutting, and Patching	MOD	4	RailPros
Division 32	Exterior Improvements			
32 12 00	Hot Mix Asphalt (HMA) Pavement	MOD	5	RailPros
32 16 00	Curbs, Gutters, and Sidewalks	MOD	6	AVA
32 17 13	Concrete Wheel Stops	SUPL	3	RailPros
32 80 00	Irrigation System	MOD	6	AVA
32 90 00	Landscaping	MOD	8	AVA

END OF SECTION 01 01 10

The following replaces SCRRA Standard Specification Section 01 11 13 Work Covered by the Contract Documents.

SECTION 01 11 13

WORK COVERED BY THE CONTRACT DOCUMENTS

PART 1 - GENERAL

1.01 SUMMARY

This section summarizes requirements and provisions for the Contractor's execution of the Work under this Contract included in the Camarillo ADA Improvements Project shall complete the Improvements outlined in American Disabilities Act (ADA) deficiencies inventory at Camarillo Station, see **Attachment A**.

1.02 DESCRIPTION

The general intent of the Contract, Specifications, plans, and all other Contract Documents and provisions thereof is that the Contractor shall:

- A. Furnish all tools, qualified labor, materials, equipment, qualified superintendence and all services, other incidentals, assurances and guarantees, assumptions of risk, and responsibility for the performance of the Work as set forth in the Contract Documents unless otherwise specifically provided.
- B. For an approved Work Window, begin Work promptly and proceed expeditiously and continuously without cessation or shutdown of Work, unless otherwise specifically approved in writing by the Authority, or directed by the Contract. Work during normal working hours shall be scheduled by the Contractor as required to complete the work within the Working Days allotted.
- C. Perform, complete, and make ready for its intended purpose, within the times specified, including additional times provided for certain conditions, the Work or parts thereof covered by the Contract, all in accordance with plans, specifications, and any addendum thereto and such direction or instructions as the Authority may give to supplement the plans and specifications. The Contractor shall retain sole responsibility and expense for Quality Control of their work products.
- D. The Work of the Project requires that the Authority and all its Contractors maintain an active working railroad signal and highway warning system in accordance with Federal regulations and CPUC orders at all times. The Contractor, shall integrate, coordinate, and stage the work in order to ensure that the active railroad signal and highway warning systems are maintained.

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. The Contractor shall incorporate into its SSWP, the necessary UPRR EIC or approved third party flagging. 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").

1.03 INTENT OF PLANS AND SPECIFICATIONS

- A. The intent of the Plans and Specifications is to prescribe the details for the construction and completion of the Work that the Contractor undertakes to perform in accordance with the terms of the Contract. Where the Plans or Specifications describe portions of the Work in general terms, but not complete detail, it is understood that only commonly accepted industry practice is to prevail. Unless otherwise specified, the Contractor shall furnish all labor, materials, tools, equipment, and incidentals, and perform all the Work involved in executing the Contract in a satisfactory and workmanlike manner.
- B. The Authority will determine whether the Work has been completed in accordance with the Contract, Plans, Specifications and reference Specifications. The Authority will decide on all questions that may arise as to the quality or acceptability of materials furnished and Work performed, and regarding the interpretation of the Plans, Specifications, and reference Specifications.
- C. The work provided herein must conform to and be in accordance with the Contract Plans, SCRRA Standard Specifications and Project Specific Specifications, as well as the Standard Specifications for Public Works Construction ("SSPWC"), written and promulgated by the Public Works Standards, Inc., California Manual on Uniform Traffic Control Devices (CMUTCD), City of Camarillo (City) Standards, City of Camarillo Water Division Standards, and Camarillo Sanitary District (District) Standards.
- D. Plans, Standard Specifications, and Project Specific Specifications are essential parts of the Contract, and a requirement indicated in one is binding as though indicated in all. They are intended to be cooperative and to describe and provide for the complete Work. If there is a conflict between documents the most stringent applies.
- E. Whenever the Contract Documents reference published specifications, codes, standards, or other requirements, it is understood that if a date is not specified, only the latest specifications, standards, or requirements of the respective issuing agency which have been published as of the date that the Work is advertised for bids will apply; except to the extent that such standards or requirements may be in conflict with applicable laws, ordinances, or governing codes. No requirements set forth herein or shown on the drawings will be waived because of any provision of, or omission from, the standards or requirements.
- F. Words and abbreviations that have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

- G. The word "Furnish" or the word "Install" or the word "Perform" or the word "Provide" or the word "Supply," or any combination or similar directive or usage thereof, shall mean furnishing and incorporating in the Work including all necessary labor, materials, equipment, and everything necessary to perform the Work indicated, unless specifically limited in the context used.
- H. The organization of the Specifications into divisions, sections, parts, and paragraphs, and the arrangement of the Plans, shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade. Study and compare the Contract Documents and immediately report to the Authority any error, inconsistency, or omission that may be discovered. The Contractor shall be liable to the Authority for any damage resulting from any such unreported errors, inconsistencies, or omissions in the Contract Documents.
- I. The Specifications may vary in form, format and style. Some specification sections are written in varying degrees of streamlined or declarative style and some sections may be relatively narrative by comparison. Omissions of such words and phrases as "the Contractor shall," "in conformity with," "as shown," or "as specified" are intentional in streamlined sections. Omitted words and phrases shall be supplied by inference. Similar types of provisions may appear in various parts of a section or articles within a part depending on the format of the section. The Contractor shall not take advantage of any variation of form, format or style in making claims for extra Work.
- J. The cross referencing of specification sections under the subparagraph heading "Related Requirements" and elsewhere within each specification section is provided as an aid and convenience to the Contractor. The Contractor shall not rely on the cross referencing provided and shall be responsible to coordinate the entire Work under the Contract Documents and provide a complete Project whether or not the cross referencing is provided in each section or whether or not the cross referencing is complete.
- K. The Work herein covered is to be completed in accordance with the Specifications, the accompanying plans, and such instructions or directions as the Authority may give to supplement Plans and Specifications. Wherever the words "directed," "permitted," "approved," "acceptable," "satisfactory to," or similar words or phrases occur in the Contract Documents, they shall be understood to be functions of the Authority.
- L. The Authority shall not be responsible for and shall not have control or charge over the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other persons performing any of the Work.
- M. The word "Vendor" used in the Material Specifications shall mean the Contractor.

1.04 REFERENCE MATERIAL

Reference Specifications or Standards referred to in the plans, Standard Specifications, or Project Specific Specifications, shall be the most recent version in effect as of the bid due date of this Contract. Where referenced standards refer to the "Specifications," this shall mean Specifications, and the Contract Drawings, of this Contract. Where referenced standards refer to the "special provisions or conditions," this shall mean the Contract Drawings or the Specifications of this Contract. The Contractor is responsible for obtaining all reference material at its own expense, and for making itself familiar with the requirements therein.

All reference material identified in the following table shall be included as part of the Contract.

These documents are available on the SCRRA Website: https://metrolinktrains.com/about/agency/engineering--construction/

Requirements (See Table 1 at the end of this section):

 Table 1: Required SCRRA Standard Specifications

Attachment A: Camarillo Station ADA Inventory (2022 CBC)

Attachment B: 2025 CASp Annual Inspection Report

1.05 GENERAL SCOPE OF WORK

Scope of Work to reflect Bid Schedule and shall include, but is not limited to, the following:

- A. Coordination with UPRR, obtaining their Right of Entry Permit and daily coordination on flagging requirements.
- B. Coordination with VCTC, including adjacent EV Charging Station Project.
- C. Coordination with City of Camarillo, for inspections and station operations, and adjacent Projects including Sewer Improvement Project and Camarillo Underpass Project.
- D. Coordination with SCRRA for VMS access and TVD support.
- E. Coordination with Bus Transit Agencies Serving and utilizing the station.
- F. Coordination with Caltrans for encroachment and adjacent ADA improvement projects at the intersections of Lewis Rd, and Ventura Blvd., and Lewis Rd, and Daily Dr. Coordination with Caltrans for relocation of traffic signal pull box, removal and replacement of traffic loops and relocation of push button control at Daily Dr.

- G. Station Improvements to address ADA deficiencies for Signage, sidewalk and platform grades by grinding or replacement, replacement of non-compliant ADA tactile warning strips, replacement of concrete for non-conforming ADA ramp grades, installation of non-glare glass, improvements to existing Mini-high station platforms, installation of bollards, sidewalk and platform grinding, installation of fencing, striping, HMA, Pervious Pavement, detour signage, alternate bus loading and unloading directional signage, landscaping, Redestrian detours, landscaping, adjusting and relocating pull boxes to grade, remove and replace traffic detector loops at Daily Drive and relocation of push button control at Daily Drive.
- H. Protection in place, relocation or replacement of platform Artwork conflicting with train car Directional Loading Bars. Installation of architectural detailing on station platforms and Ventura Blvd driveway.
- 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.

SECTION 01 11 16

UPRR RIGHT OF ENTRY AND FLAGGING REQUIREMENTS

PART 1 - GENERAL

1.01 SUMMARY

A. This section describes the requirements for working within the UPRR Right-of-Way including railroad flagging and utility observation to protect the Contractors workers and operations from railroad operations, and protects UPRR Operations. The requirements in this section do not supersede any requirements provided in the signed Right of Entry agreement the Contractor is to obtain from UPRR.

1.02 RELATED REQUIREMENTS

- A. Section 01 14 00, Work Restrictions
- B. Section 01 14 16, Coordination with the Authority and UPRR
- C. Section 01 64 00, Authority Furnished Material and Equipment

1.03 REFERENCE STANDARDS

- A. FRA: Federal Railroad Administration, 49 CFR Part 213, Track Safety Standards, and 49 CFR Part 214, Railroad Workplace Safety
- B. UPRR: Minimum Safety Requirements for Contractors. See UPRR website (https://www.up.com/suppliers/contractor-safety/index.htm) for more information.

1.04 ENTRY ONTO UPRR RIGHT-OF-WAY OR PROPERTY

- A. The Railroad requires all parties accessing its ROW for investigative activities or for the performance of construction work to have a written agreement fully outlining each party's responsibilities. Activities by others with the potential to impact the Railroad's property, operations, and/or personnel without actually entering the Railroad property must also be reviewed and agreements and appropriate arrangements completed, including pre-construction meeting with UPRR. The process by which an appropriate agreement covering entry and/or the other necessary conditions or requirements can be developed and implemented is typically dependent upon the scope of the activities proposed by the Applicant. Typically, all work performed above, below, across, or adjacent to Railroad ROW must have a ROE agreement with UPRR.
- B. Railroad Protective Liability Insurance (RPLI) Requirement

1. When working within Railroad ROW, the Contractor will be required to obtain RPLI for the project. For RPLI application requests, you may be asked by your insurance carrier to provide train movement information. For security and safety reasons, UPRR employees no longer supply train information to parties outside the Railroad. The major insurance companies are aware of this. Public information is available on the FRA Office of Safety Analysis' Crossing Inventory Database, if needed. Examples of the insurance required for various types of projects are found on the UPRR website here: https://www.up.com/real_estate/rrinsurance/index.htm

C. Railroad Flagging/Protection for Activities On/Near Railroad Property

Railroad flagging is required for all activities that encroach onto Railroad 1. Property. Specifically, where workers or equipment have a potential to foul tracks, 25 feet but could be a greater distance. This also applies to the area above Railroad tracks such as on Roadway Overpass Grade Separations or overhead utility work. This Railroad Flagger is not the same as providing a Roadway flagger, who directs vehicle traffic on a highway project. The Railroad Flagger communicates with the dispatcher or other Railroad employees. They monitor train operations and, as authorized Railroad representatives, are able to shut down projects for work practices that appear to be unsafe. Railroad Flaggers are not authorized to regulate train frequency or train speeds, but are provided to verify that the track is cleared for approaching trains. Railroad Flaggers are not inspectors and cannot recommend or approve work practices or product. The Railroad Flagger providing protection for train movements for a construction crew is restricted by time and location limits given by train dispatchers, and the Flagger may not be able to assist crews outside of those limits.

D. Utility Observation for Activities On/Near Railroad Property

1. Utility Observation may be required at the discretion of UPRR for any work that may impact railroad operations or affect existing utilities within the UPRR ROW. Utility Observation is provided by a UPRR Third Party Contractor and its primary function is to protect UPRR facilities from Contractor operations.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 ARRANGEMENTS FOR UPRR RIGHT OF ENTRY

A. Any need to be on the Railroad's property to perform temporary work that will be intrusive will require a ROE Temporary Use permit to perform this work. Generally, this includes any activity that will create, or has the potential to create, a disruption to the Railroad ROW or to Railroad operations. There is an application fee required for these permits along with the requirement for the Applicant to provide proof of insurance. There will be the requirement for a Railroad Flagger any time the Applicant is encroaching upon or within the Railroad ROW. The normal turn-

around time for processing applications is now running between 30-45 days. If you require rush handling, there will be an additional fee required. Additional information regarding the Temporary Use of the Railroad ROW permit along with the online application can be found on the UPRR website at the following location:

https://www.up.com/real_estate/tempuse/index.htm

3.02 ARRANGEMENTS FOR UPRR RAILROAD FLAGGING AND UTILITY OBSERVATION

- A. UPRR has established a straightforward process for Railroad Flagging/Protection requests. The steps are as follows:
 - 1. Step 1 The Contractor must obtain an executed Right of Entry agreement as described above.
 - 2. Step 2 The Contractor follows the process outlined in the executed Right of Entry Agreement. Contractor shall be permitted to hire a private contractor to perform flagging or other special protective or safety measures (such private contractor being commonly known in the railroad industry as a contractor-in-charge ("CIC")) in lieu of Railroad providing such services or in concert with Railroad providing such services, subject to prior written approval by Railroad, which approval shall be in Railroad's sole and absolute discretion.
- B. There are many projects where an UPRR-Approved Contractor who is certified can perform these protection duties in lieu of a UPRR-employee Flagger. In this situation, the Contractor would coordinate directly with and reimburse the flagging Contractor. The contact information will be provided by UPRR during the ROE Agreement process.

 (https://www.up.com/real_estate/third-party-flagging/index.htm)
- C. The Authority does not expressly or by implication agree, warrant, or guarantee that the Contractor's request for EICs or CICs will be approved, or that the resources will be available.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

UPRR EIO, Third-Party Flagman or Utility Observer 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.

4.02 **PAYMENT**

Α. The Authority has determined the EIC services based on its own calculations and schedule. Authority will provide a maximum of 385 days' worth of EIC services. An EIC day is considered to be one 10.5 hour day, Monday through Friday during the day. Work that is additional hours above this, at night, on weekends, or when work is spread out such that additional EIC's are required by geography, will count as additional EIC's accordingly. The Contractor shall prepare the SSWP based on this information and Authority and Contractor shall agree to the SSWP, including the EIC shift times and number of EIC's needed. If the Contractor requires additional EIC services, the Contractor shall pay for these flagging services. In such a case, the Contractor shall pay for the actual costs of flagging services. EIC rates are subject to change at any time, but are approximately \$1500/day. If the Contractor cancels scheduled EIC work and does not make arrangements with the EIC 48 hours in advance for cancellation, the Contractor shall reimburse VCTC for the cost of the EIC. If the Contractor sets up a Form B or other type of protection required to be in the next day's UPRR Railroad Bulletin, and the Contractor does not work or cancels the EIC for reasons other than Force Majeure, the Contractor shall reimburse VCTC for the cost of the EIC.

UPRR railroad flagging cannot be scheduled until the UPRR Right of Entry Permit has been issued and the SSWP has been agreed upon by the Authority. It is recommended to schedule UPRR railroad flagging a minimum of 20 working days in advance of work. Work that impacts the UPRR Right-of-Way will not be allowed to be done without UPRR railway flagging.



В. Contractor is responsible for obtaining e-Rail safe and UPRR Contractor Orientation training. Authority fees associated with Authority standard plan review, administration, staff time contingency, and inspection will be paid by the Authority.

Related costs for compliance with all UPRR requirements, including but not limited to: plan reviews additional insurance, labor hours related to preparing/obtaining permits, attending training, re-submitting documents if required, delays in obtaining the right-of-entry, shall be considered as included in the prices in the Bid for the various items of work and no additional compensation will be allowed.



 \sim The Authority has provided an allowance for UPRR required Utility Observation. Contractor shall coordinate with UPRR the Utility Observation requirements for the Work. If Utility Observation is required, the Authority shall reimburse the actual cost of the Utility Observer through the allowance in the Schedule of Quantities and Prices. No Mark-ups of this service will be allowed.

END OF SECTION 01 11 16

The following replaces SCRRA Standard Specification Section 01 14 00 Work Restrictions.

SECTION 01 14 00

WORK RESTRICTIONS

PART 1 - GENERAL

1.01 SUMMARY

This Section outlines requirements and provisions for rules and hours of operation for the Contractor execution of the Work under this Contract.

1.02 RELATED REQUIREMENTS

- A. Section 01 11 16, UPRR Right of Entry and Flagging Requirements
- B. Section 01 14 16, Coordination with the Authority and UPRR
- C. Section 01 35 15, Maintenance and Protection of Railroad Traffic
- D. Section 01 35 23, Site Safety Requirements

1.03 REFERENCE STANDARDS

Comply with the provisions of all local, State, and Federal codes, specifications, standards, industry recommended practices and Authority policy including:

- A. SSPWC: Standard Specifications for Public Works Construction
- B. FRA: Federal Railroad Administration Track Safety Standards, 49 CFR Part 214
- C. Caltrans: Trenching and Shoring Manual
- D. CPUC: California Public Utilities Commission General Orders
- E. CALOSHA: California Occupational Safety and Health Administration regulations
- F. OSHA: Federal Occupational Safety and Health Administration regulations

1.04 KEY DEFINITIONS

Some key definitions that pertain to this Section are listed below. Refer to Section 01 11 15 for more key definitions.

- A. Operating Envelope A well-defined area determined by the Authority in which Work must be performed with permission.
- B. Operating System The components of an operating system all exist in order to make the different elements of the system work together.

- C. Work Window See Section 01 11 15, 1.02 Definition of Terms.
- D. Site-Specific Work Plan (SSWP) See Section 01 11 15, 1.02 Definition of Terms.

1.05 SUBMITTALS

Provide submittals such as the Site-Specific Work Plan (SSWP) in accordance with Section 01 33 00, Submittal Procedures.

1.06 PROJECT COORDINATION

A. Cooperate with the Authority, the City of Camarillo and UPRR in all matters requiring coordination for execution of the Work including eliminating or minimizing to the greatest extent possible interference and delays to all scheduled passenger and freight train movements. Information regarding train movements is available to the Contractor Via the FRA Website:

https://safetydata.fra.dot.gov/OfficeofSafety/PublicSite/Crossing/Crossing.aspx

- B. The Contractor shall keep the Authority fully informed regarding any night or weekend Work.
- C. The Authority may require the Contractor to finish a section on which Work is in progress before Work is started on any additional section.
- D. Authority or UPRR may be conducting work on other contracts at the same time as the Contractor's Work. The Contractor shall coordinate with other contractors and use the same Form B used by other contractors.
- E. All work shall be coordinated with the Traffic Control Plan, Project Schedule, Contract Period, Submittals and other requirements of these Contract Documents. All necessary submittals shall be reviewed and accepted by the Engineer prior to the scheduling of any phase of work and start of construction.
- F. Traffic control plans for all phases of work shall be submitted, reviewed and acceptable to the Engineer prior to the start of construction. The Engineer may require changes in the traffic control based on observed conditions. Any modification to the traffic control plan shall be approved in advance by the Engineer.

1.07 CONTRACTOR'S RESPONSIBILITY

A. The Contractor shall perform Work in accordance with the Contract and all applicable codes, ordinances, rules, regulations, orders, and other legal requirements of governmental bodies and public agencies having jurisdiction, including the Authority.

B. Any damage caused by the Contractor to rails, ties, structures, embankment, third-party property, signal and communications equipment, or any other facilities shall be repaired at the Contractor's expense to a condition equal to or better than the condition prior to the Contractor entry, and as accepted by the Authority. At the sole discretion of the Authority, the Authority may direct that repairs be performed by other Contractors. The charges for such repairs shall be deducted from the Contractor's payment due under this Contract.

- C. Items shown on the plans to be protected in place shall be protected in place in accordance with SSPWC, Protection and Restoration of Existing Improvements, at no additional cost to the Authority.
- D. The Contractor shall not perform any work on or adjacent to the Main Track without prior written approval of the Authority. Perform work within the Operating Envelope or which affects the Operating System only after submitting a Site-Specific Work Plan (SSWP) and receiving written approval of the SSWP from the Authority.
- E. Furnish all labor, materials, equipment and other incidentals as required to perform and complete the Work within the Work Windows, in accordance with the approved schedule in the SSWP.

1.08 CONTRACTOR USE OF WORKSITE

- A. The Contractor shall coordinate access, use, and preparation of facilities adjacent to the Project areas with owners and agencies. Coordination shall include but not be limited to the following:
 - 1. The Contractor shall arrange Worksite access with adjacent property owners for the use of private property, as the Contractor deems necessary for operations.
 - 2. Construction staging plans included in the Contract Drawings represent an Authority approved work plan. The Contractor may submit an alternative staging plan for review by the Authority. The alternative staging plan must be accepted by the Authority prior to the Contractor undertaking any Work in accordance with the alternative staging plans.
 - 3. Fences, walls, signs, and gates affected by the Contractor's access to the Right-of-Way shall be restored to full serviceability prior to demobilization.
- B. Right-of-Way: All contract work shall be performed within UPRR and VCTC right-of-way unless otherwise stated in the contract documents.

C. Work on Private Property other than Railroad or VCTC Property: Any additional easement areas requested by the Contractor shall be obtained by separate contract between the Contractor and the property owner and shall be solely at the Contractor's own risk and expense. The Authority will not be a party to nor assume any liability for those separate contracts. The Contractor shall transmit copies to the Authority of all executed property agreements, easements and contracts with third parties within 3 working days of the execution. The Contractor shall coordinate scheduling of Work to be performed on private property with property owner and property tenant so as to minimize inconvenience to the property owner and property tenant. Contractor can secure additional areas with respective owners at Contractor's own expense and responsibility. The Contractor shall make arrangements, pay for, and assume all responsibility for acquiring, using, and disposing of Work areas and facilities temporarily acquired by the Contractor in addition to those provided by the Authority. The Contractor shall indemnify and hold the Authority harmless for all claims for damages caused by such actions.

- D. Property Rights in Land and Improvements: The Contractor shall make no arrangements with any person or entity to permit occupancy or use of any land, structure, or building within the limits of the Work, for any purpose whatsoever, either with or without compensation, in conflict with any agreement between the Authority and any third-party owner, former owner, or tenant of such land, structure, or buildings.
- E. The Contractor shall confine Worksite operations to areas permitted by law, ordinances, permits, and the Contract.
- F. The Contractor shall consider the safety of the Work, train operations personnel, and property on and adjacent to the Worksite when determining amount, location, movement, and use of materials and equipment on Worksite. The Contractor shall not load Worksite with excessive amounts of material, equipment, or other items that have the potential to interfere with the Work or with train operations. The Contractor shall relocate stored products, equipment, and materials that interfere with train operations, public and private utilities, or visibility at railroad crossings. Materials and equipment shall not be so piled, stored, or parked when not in use.
- G. The Contractor shall adhere to the noise levels and hours of Local Ordinances stipulated herein, except as provided and approved in the Site-Specific Work Plan (SSWP).
- H. The Contractor shall be responsible for coordinating its Work with all property owners affected by the Contractor's operations. The Contractor shall protect the general public and residents within Worksite boundaries from Work-related activities, and shall not unnecessarily inconvenience those persons by Work activities.
- I. The Contractor shall submit the proposed location of staging areas for the Authority's approval.

J. As necessary, the Contractor will preserve and relocate railroad signs (mileposts, speed limits, "no trespassing" signs, station signs, crossing whistle signs, etc.) during the full period of construction. Signs shall be maintained during construction or restored upon completion of the Work, in accordance with the requirements of Section 01 35 23, Site Safety Requirements. The Contractor shall protect at-grade crossing warning signs and shall coordinate the schedule for relocation or revision of Crossing warning signs and signals by Others, if necessary.

- K. The Contractor will preserve drainage facilities throughout the duration of the Work so that there is no ponding or accumulation of water in any Worksite area, there is no flow of water diverted toward the track or out of normal drainage channels, and all culvert inlets and outlets are kept free of debris. Any BMPs installed near the track as part of the Contractor's SWPPP shall be installed below top of rail elevation and as to prevent dislodgement during Passing trains.
- L. Except where specifically designated in the design of the Work, the Contractor will preserve the ability of maintenance Contractors to access the Right-of-Way using highway vehicles. If the original right-of-way roads become blocked with the Contractor's materials, equipment, or excavations or spoils, alternate routes must be arranged.
- M. The Contractor will preserve existing right-of-way fences and walls, and will replace any such fences or walls damaged during the work to the satisfaction of the owner(s) of the fences or walls.
- N. Access to businesses and residences shall be maintained at all times except during approved street closures.
- O. Contractor shall allow utility owners access to the work and shall schedule around interference by utility owners performing concurrent work.
- P. Closed lanes shall be opened to traffic and traffic controls removed as soon as the work is complete and all temporary striping at required locations is placed.
- Q. Closed lanes shall be opened to traffic and traffic controls removed as soon as the work is complete and all temporary striping at required locations is placed.
- R. Contractor shall always allow access of emergency vehicles.
- S. All turning movements are to be maintained during the work unless approved in advance by the Authority and Engineer.
- T. Contractor shall schedule street improvements and closures to maximize public safety and convenience. Work at or near driveways and intersections shall be phased to allow for access.
- U. In addition to the requirements herein, the Authority reserves the right to direct the order of work in the interest of public safety and convenience at no additional cost to the Authority.

V. The Contractor must maintain a minimum of one lane, not less than twelve (12) feet wide, in each direction of travel at all times, unless otherwise approved by the Engineer. Generally, no lanes may be closed prior to 8:00 am and all lanes must be opened by 4:00pm, unless otherwise approved by Authority.

- W. Contractor must minimize noise from its operations (including but not limited to equipment maintenance, crew arrival, setup, takedown and cleanup) before 8:00 a.m. and after 5:00 p.m. No work before 8:00 a.m. or after 5:00 p.m. Extended work hours must be approved by Authority prior to performing the specific work. Contractor may submit a written request to Authority for extended work hours for specific portions of work as required for public safety and convenience or emergency. Authority denial of the Contractor's request for extended work does not warrant an extension of the Contract Time.
- X. A maximum noise level limit of eighty-six (86) decibels at a distance of fifty (50) feet will apply to all construction equipment on or related to the project whether owned by the Contractor or not. The use of excessively loud warning signals must be avoided except in those cases required for protection of personnel. The use of generators or other mechanical devices between the hours of 4:30 p.m. and 8:30 a.m. is not permitted unless approved by the Engineer.

1.09 WORK ZONE LIMITATIONS OF SITE

- A. In addition to site utilization limitations and requirements indicated on Contract Documents, the Contractor shall coordinate available space with the Authority and other entities needing access and space so as to produce the best overall efficiency in performance of the total Work of the Project.
- B. The Contractor shall schedule deliveries so as to minimize space and time requirements for storage of materials and equipment on site, with minimal disruption to the adjoining site owners and operations. Pick-up and delivery requiring vehicular traffic adjacent to tracks shall be performed only during normal working hours, and as approved by the Authority.

1.10 WORK WINDOWS

- A. This Project may require Work Windows to complete work with the Temporary Construction Envelope (UPRR 711000) or within the limits of UPRR Platform Guideline Standard UPRR 713000, in which the railroad tracks or UPRR operations will be impacted. Anticipated Work Window type may be: Limited Track Windows, Exclusive Track Window, Track and Time and/or Form B as defined in 01 11 15, Definition of Terms and Referenced Standards. Railroad flagging and on-track safety requirements for construction activities occurring on UPRR property, within 25' of the track or with the potential to foul the tracks, will be regulated by the Right of Entry Agreement issued by UPRR to the Contractor.
- B. It is anticipated that the work on the platform edges in the limits of UPRR STD 713000 Platform Guidelines, will require work performed at night during times of least train movement. Coordination with UPRR and between the city of Camarillo and the Authority are required.

C. The Contractor does not have exclusive rights to the Work Windows and are not guaranteed by UPRR. Scheduling and use of Work Windows shall require coordination with UPRR. The Contractor may have to share these Work Windows with other Contractors and the Authority or UPRR's maintenance forces.

- D. No work may be performed on Saturday, Sunday, or holidays unless approved in advance by the Engineer. Holidays are anticipated as follows:
 - 1. New Years Day (January 1)
 - 2. Martin Luther King Day (3rd Monday in January)
 - 3. Presidents Day (3rd Monday in February)
 - 4. Memorial Day (last Monday in May)

Juneteenth (June 19th) \ \(\frac{1}{1} \)
5. Independence Day (July 4th)

- 6. Labor Day (1st Monday in September)
- 7. Veterans Day (November 11th)
- 8. Thanksgiving Day (4th Thursday in November)
- Day after Thanksgiving (4th Friday in November)
- 10. Christmas Day (December 25th)

Note: If a holiday falls on a weekend, a Saturday holiday will be observed on Friday and a Sunday holiday will be on a Monday. If part or all of a 2-day holiday falls on a weekend, the Authority will determine which 2 weekdays will be holidays.

1.11 SSWP - GENERAL CONTRACTOR REQUIREMENTS

- A. All work with the potential to impede the normal functioning of any part of the Operating System shall include a detailed SSWP's showing schedule of events, indicating the expected hourly progress of each activity that has duration of one hour or longer. The schedule shall include a time at which each activity planned under the SSWP and the requested Work Window will be completed, and the total duration of all the construction activities shall be less than the approved Work Window. Failure of the Contractor to complete the scheduled activities by the planned time or to put in place an approved contingency plan may adversely affect the operations of scheduled trains.
- B. The SSWP shall include at minimum the information specified below.
 - 1. The SSWP shall include scope, brief schedule, location, equipment, material and staging, schedule, haul routes, safety plan, contingency plan, worksite representative, emergency response plan, excavation plan, boring and jacking plan, drilling and pile driving plan, falsework plan, and temporary traffic control plan.
 - 2. All activities necessary to perform construction activities within the Operating Envelope, including use of stations, tracks, signals, proposed storage areas and any other railroad facility.
 - 3. A description of any requested Work Windows.

4. A schedule of the work, showing each activity. Each activity in the plan shall include all labor, materials, and equipment required to complete the activity within the Authority and UPRR allotted time period. The Contractor shall identify on the schedule all UPRR flagging scheduled for construction.

- 5. List all of the approved proposed work plans to be performed under the SSWP and provide the name(s) and number(s) of the Contractor's supervisor(s) in charge of the SSWP tasks.
- C. The SSWPs must be of sufficient detail, clarity, and organization to permit easy review and approval by the Authority before the proposed work is performed.

The SSWP shall be submitted and approved prior to starting work. The Contractor shall anticipate obtaining approvals from the Authority as follows:

- 1. At least 14 calendar days prior to start of the work within the Operating Envelope for work other than signal or third-party activity.
- 2. At least 30 calendar days prior to the start of work for work involving signal or third-party installation.
- D. The Authority may request explanations and changes to the SSWP to conform the SSWP to the requirements of the Contract Documents. If the SSWP is not acceptable, the Contractor shall revise the SSWP to make it acceptable. The Contractor is responsible for submitting a revised SSWP that can be reviewed and approved by the Authority at least seven days in advance of any work within the Operating Envelope.
- E. The Contractor will be informed if the SSWP is acceptable not less than seven calendar days prior to the scheduled start of work within the Operating Envelope. Once the plan is accepted, the Contractor shall assemble the resources necessary to perform the work represented by the SSWP, so that necessary resources are available one calendar day before the work is to be accomplished, thereby demonstrating to the Authority the readiness of the Contractor to perform the Work. At this time, the Authority will make a final decision as to whether or not the Work is to proceed as planned or be canceled.

1.12 SSWP – SPECIAL CONTRACTOR REQUIREMENTS

- A. The Contractor's construction activities that affect the Operating System including tracks, bus terminals, parking lot, walkways, grade crossings, bridges, stations, public highways, and related facilities in active service shall be subject to the following requirements:
 - 1. The Contractor shall maintain or provide ADA access to both track platforms at all times.
 - 2. Contractor shall provide alternate ADA access if main ADA ramps, pedestrian walkways, and/or crosswalks are under construction.

3. The Contractor shall provide sufficient personnel, equipment, materials, and all other resources necessary to return the affected facilities to full service upon the conclusion of an approved Work Window which affects Track Operations.

- 4. The Contractor shall perform the Work expeditiously and continuously, with no gaps or breaks in the work activities or substantive reductions in the labor force, equipment, and materials necessary to construct, reconstruct, or repair the affected facility to full service upon the conclusion of the approved Work Window which affects Track Operations.
- 5. The size and scope of the affected facilities within the Operating System, (e.g., sidewalks, ramps) removed shall not exceed the Contractor's capacity to conservatively return the facility to the required level of service within the approved "Work Window."
- 6. The Contractor shall take all appropriate and reasonable measures to perform work activities and tasks located outside of the Operating System to effectively reduce the amount of time and effort required during the approved "Work Window." These appropriate and reasonable measures shall include but not be limited to preconstruction, preassembly and prestaging of materials and equipment at work sites.
- 7. Backup or Emergency Plan: The Contractor shall include in the SSWP a "backup or contingency" plan and the necessary resources (labor, equipment, materials, etc.) to assure the Authority that all appropriate and reasonable measures are available for the return of the affected facility to full service upon conclusion of the approved "Work Window."
- 8. When not in use, materials and equipment shall not be piled, stored, or parked, closer than 25 feet horizontally from the centerline of the nearest operating track, or within 250 feet of an open public grade crossing.
- No Fencing Cones Delineators or other obstructions shall be installed during track platform construction work which interferes with horizontal clearances stipulated by CPUC GO-26D, UPRR STD 713000 – Platform Guidelines, UPRR STD 711000 – Temporary Construction Clearances and UPRR Horizontal Clearance Standards.
- Contractor shall maintain and phase ADA parking access at all times and maintain one-way traffic circulation in all parking lots during Roadway Paving Construction.
- 11. The placement of piles, forms, braces, shoring, false work, excavation, or other construction supports shall be in accordance with the current Authority shoring requirements. Temporary overhead structures shall be a minimum of 22 feet 6 inches above top of rail in accordance with CPUC requirements. Temporary overhead structures less than 22 feet 6 inches above top of rail must have an exemption, in advance from the CPUC, and approval of the Authority.

12. In general, open excavation areas shall be protected per Cal/OSHA regulations and by walkways with handrails no closer than 9 feet horizontally from the nearest operating track, if tangent, and 9 feet 6 inches if the track is curved. Furthermore, the walkways shall be no less than 3 feet wide, and the handrails shall be no less than 3.5 feet high and capable of withstanding 250 pounds of lateral force.

13. The Contractor will shut down or clear equipment within 25 FT of track when trains are approaching, as advised by railroad flagman.

1.13 WORKS BY OTHERS

The Contractor may be required to interface with other contractors, utility companies, public agencies, private companies, and railroad forces. This interface shall be provided in accordance with Section 01 14 16, Coordination with the Authority and UPRR. In addition, routine or emergency maintenance of existing Authority facilities may occur during the progress of the Work. Such activities shall have priority and the Authority shall make efforts to minimize interference where possible.

1.14 RULES FOR WORKING WITHIN RIGHT-OF-WAY

A. The Contractor's and Subcontractor's employees must be qualified under UPRR's Contractor Safety program including passing the eRailsafe certification test and possess a current valid eRailSafe ID card, before being permitted to work on the right-of-way. Requirements can be found at:

https://www.up.com/suppliers/contractor-safety/index.htm

- B. The UPRR EIC or approved third party flagman will conduct job briefings as required at the following intervals:
 - 1. Start of every work shift
 - Every change of conditions affecting Roadway Worker safety during a work shift
- C. The Contractor shall immediately execute all verbal and written directives of the Authority, UPRR, the UPRR EIC or the approved third-party flagman.
- D. Refer to Section 01 14 16, Coordination with the Authority and UPRR, for rules governing Work adjacent to active tracks.
- E. Unless otherwise permitted by UPRR, UPRR EIC services or third-party flagging and Utility Observation are equired for all Work on railroad right-of-way.
- F. Refer to Section 01 35 23, Site Safety Requirements, and UPRR contractor Safety website (https://www.up.com/suppliers/contractor-safety/index.htm) for any clarifications or additional requirements.

1.15 HOURS OF OPERATIONS



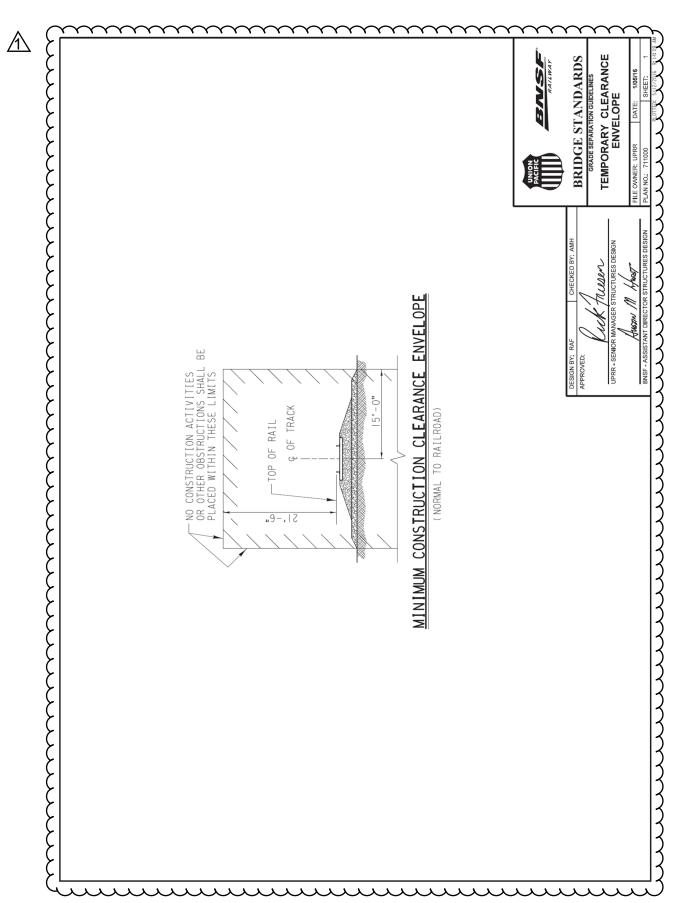
- A. Refer to Section 1.08 and 1.10 of this Specification for allowable working hours during the Project. Work performed outside of these hours and in close vicinity to the track, under a work window, must be reviewed and approved by the Authority and UPRR. Work windows are not guaranteed by UPRR, but shall be coordinated with UPRR for availability.
- 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.



ATTACHMENT A -

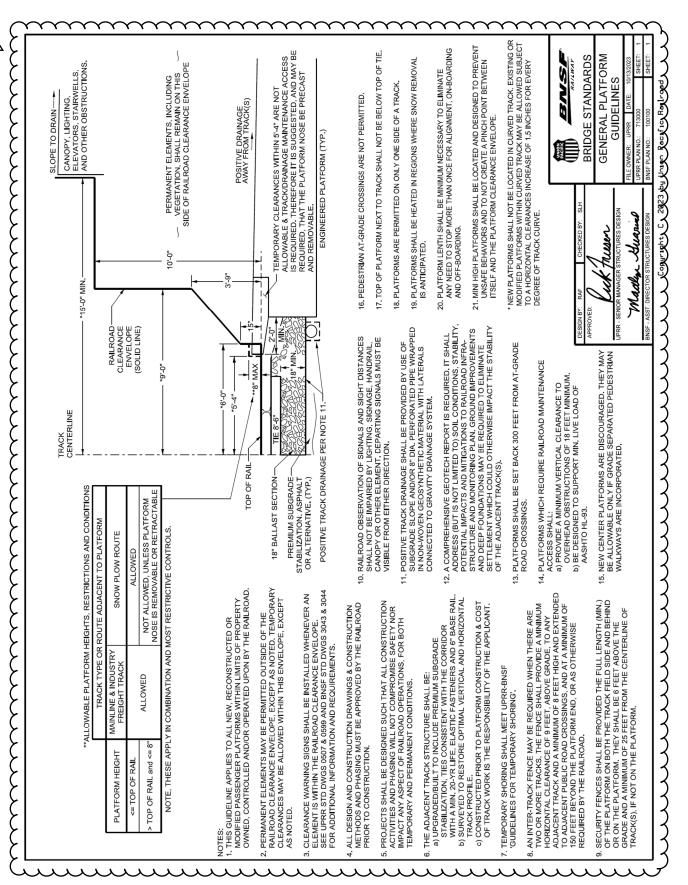
UPRR Standard 711000 – Temporary Clearance Envelope



Project Specific Specifications Issue for Bid Camarillo Station ADA Improvements ADDENDUM 1

ATTACHMENT B -

UPRR Standard 713000 – General Platform Guidelines



END OF SECTION 01 14 00

The following replaces SCRRA Standard Specification Section 01 31 99 Period of Performance (2 Step NTP).

SECTION 01 31 99

PERIOD OF PERFORMANCE (2 STEP NTP)

PART 1 - GENERAL

1.01 SUMMARY

This Section includes administrative and procedural requirements for a two-step Notice-to-Proceed process, and defines allowable conditions for Contract Time extensions.

1.02 RELATED REQUIREMENTS

- A. Section 01 29 73, Schedule of Values
- B. Section 01 33 00, Submittal Procedures

1.03 DEFINITIONS

- A. Limited Notice to Proceed: Authority written authorization to commence the performance of specified activities within the Work. Authority may decide to combine Limited Notice to Proceed with Notice to Proceed.
- B. Notice to Proceed: Authority written authorization to proceed with all or portions of the Work, as specified.
- C. Contract Time: As stated in the Contract, the original duration of the Contract in calendar days plus Change Order adjustments.

1.04 COMMENCEMENT OF WORK

The Authority may employ a two-step Notice to Proceed. If the Authority employs a two-step NTP, the Authority will issue a "Limited Notice to Proceed," no later than 20 days after, or as early as one day after, execution of the Contract. The Contractor is not authorized to perform any work until the Contractor has received the Limited Notice to Proceed from the Authority. Should the Contractor begin Work in advance of receiving the Limited Notice to Proceed, such Work shall be considered as having been done at the Contractor's own risk. The Limited Notice to Proceed will initiate the Contract Time and will constitute a notice to proceed with specified Work tasks and deliverables.

The full "Notice to Proceed" will not be issued prior to the Authority's acceptance of completion of all activities initiated by the "Limited Notice to Proceed," above. The issuance of the full "Notice to Proceed" will be a notice for the Contractor to proceed with all remaining Work and diligently prosecute the same to completion within the Contract Time.

1.05 PERIOD OF PERFORMANCE

The date of the Limited Notice to Proceed or Notice to Proceed, is the start date for the Contract Period of Performance. The Contract Period of Performance and Contract Time is 360 Working Days from the date of LNTP or NTP, whichever the Authority determines to use.

Substantial completion and beneficial occupancy of all ADA improvements must be complete and verified by the Authority's Independent Licensed Architect (ILA) by March (15, 2027, per the U.S. Department of Justice Settlement Agreement. Punch list work and (non-ADA improvements must be completed within the Working Days provided.

1.06 DELAYS AND TIME EXTENSIONS

- A. Delays beyond the Contractor's control: The Contractor will be granted an extension of time and will not be assessed with liquidated damages for any delay in substantially completing the Work (or parts thereof) beyond the time set forth in the Contract, provided that such delay was caused by unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include acts of a public enemy, fire, floods, adverse weather, tidal waves, earthquakes, hurricanes, epidemics, quarantine restrictions, strikes, labor disputes and freight embargoes, or negligent acts of the Authority.
- B. Authority caused delays: In the event the Contractor is actually and necessarily delayed by any act or omission on the part of the Authority (as determined by the Authority), and provided that the Contractor notifies the Authority in writing within 5 days from the beginning of any such delay, specifying the act or omission causing such delay, the time for completion of the Work may be extended at the sole discretion of the Authority. In all cases, any extension of time is contingent on all of the following:
 - 1. That the cause is not due to the fault or negligence of the Contractor, and the Contractor has taken reasonable precautions to prevent the delays and minimize the effects thereof.
 - 2. That the Contractor submits a Request for Change (RFC) specifying the nature of the delay and the measures that have been or will be taken to prevent or minimize the delay. Failure to submit written notice within this time period shall constitute an absolute waiver of any claim for a time extension. The RFC submitted by the Contractor shall also include a Time Impact Analysis as required in the Specification.
 - 3. No extension of time will be granted under this Section for any Authority caused delay in which (1) the performance of Work would have been concurrently delayed by the Contractor induced causes, including an act or omission of the Contractor or its Subcontractors, or (2) remedies are included or excluded by any other provision of the Contract. Only the actual delay necessarily resulting from the causes specified in this Section shall be grounds for an extension of time. In case the Contractor is delayed at any time or for any period by two or more of the causes specified in this

Section, the Contractor shall not be entitled to a separate extension for each one of the causes; only one extension will be granted for the entire delay.

- 4. No extension of time will be granted for a delay caused by a shortage of materials unless the Contractor furnishes to the Authority (a) documentary proof that the Contractor has diligently made every effort to obtain such materials from all known sources within reasonable reach of the work site(s), and (b) further proof, in the form of schedule data as required under Section 01 32 17, Construction Project Schedule, that the inability to obtain such materials when originally planned did in fact cause a delay in Substantial Completion of a portion of the Work or the entire Work, one that could not be compensated for by revising the sequence of the Contractor's operations.
- 5. The term "shortage of materials," as used in this Section, shall apply only to materials, articles, parts, or equipment that are not custom items; it and shall not apply to equipment, materials, parts, or articles that are processed, made, constructed, fabricated, or manufactured to meet the specific requirements of the Contract Documents. Only conditions not in the control of the Contractor that result in the physical shortage of materials will be considered as a cause for extension of time, and no consideration will be given to any claim that material could not be obtained at a reasonable, practical, or economical cost or price, unless it is shown to the satisfaction of the Engineer that such material could have been obtained only at exorbitant prices entirely out of line with current rates, taking into account the quantities involved and the usual practices in obtaining such quantities.
- C. When inclement weather at the Project site affects Critical Path activities, the Contractor may provide the Authority with a written request for a weather impact day that fully describes the inclement weather delay on the Critical Path activities. Excusable, non-compensable Contract time extensions for weather delays will only be considered for such delays that affect activities on the critical path of the Contract, as defined by the schedule current at the time of the delay. Such time extensions, if approved, will be non-compensable and shall be requested by the Contractor in accordance with Contract Change Order procedures subject to the following:
 - 1. A weather delay day is defined as a day on which the Contractor is prevented by inclement weather or conditions resulting immediately therefrom, as determined by the Authority from proceeding with at least 75 percent of the normal labor and equipment force engaged on Critical Path activities for at least 60 percent of the total daily time being currently spent on the Critical Path activities. Weather delays may consist of days lost to inclement weather conditions, days lost to dry out of exposed soil, or days lost to site clean-up due to inclement weather but only after the weather impact area affecting the Critical Path activities has exhausted the allotted cumulative Rain Day Impact Allowance.

2. The table below lists the typical number of inclement weather days per month. Only days lost due to weather in a given month in excess of the number listed for that month will be considered for a time extension. Weather delay days are not cumulative from month to month.

Typical Number of Days of Inclement Weather

Month	No. of Days	Month	No. of Days
January	5	July	0
February	5	August	0
March	5	September	0
April	4	October	0
May	3	November	3
June	0	December	5

- 3. Weather impact days will not be granted for inclement weather that occurs on non-scheduled workdays. If the effects of inclement weather from a non-scheduled work day carry forward to a scheduled work day and affects the Critical Path as noted above, then the scheduled work day will be considered affected by weather.
- 4. If the Contractor asks to work a specific weekend or holiday and gives the Authority advance written notification of critical-path work to be performed, and if a substantial amount of precipitation occurs that prevents the work from being performed, that day can be claimed as a weather impact day. Any unused rain day allowance at the end of the project will be shown as available float to the Substantial Completion milestone.
- D. Time Extensions for Critical Path activities only: No extensions of time will be granted for delays that have no measurable impact on the completion of the Work (or parts thereof) under the Contract Documents. When extensions of time are granted, they shall be limited to the period equivalent to the actual number of days lost on the Critical Path or controlling operations of the Project Baseline Schedule or other applicable construction schedule, taking into account the extent to which that delay could be decreased by reasonable mitigation measures by the Contractor. All requests for extensions of time shall be supported with a critical path analysis showing the critical path and impacts on it. The Contractor's failure to submit this analysis will be sufficient cause for denial of any request for a time extension.
- E. An extension of time granted shall not release the Contractor's Surety from its obligations. Work shall continue and be carried on in accordance with all provisions of the Contract. The Contract shall remain in full force and effect during the continuance and until completion and acceptance of the Work covered by the

Contract, unless formally suspended or terminated in accordance with the terms of the Contract. Permitting the Contractor to finish the Work, or any part thereof, after the time fixed for completion (or after the date to which the time for completion may have been extended), and/or making payments to the Contractor after any such periods, shall not constitute a waiver on the part of the Authority of any rights under the Contract.

- F. Neither the granting of an extension of time beyond the date fixed for the completion of any part of the Work nor the performance and acceptance of any part of the Work after the time specified for the completion of the Work shall be deemed to be a waiver by the Authority of the Authority's right to terminate the Contract for abandonment or failure to complete within the time specified, or to impose and deduct damages as may be specified.
- G. In all cases in which the Contractor either Claims or intends to Claim a delay, the Contractor shall comply with those provisions contained in the Contract.

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 31 99

The following replaces SCRRA Standard Specification Section 01 55 26 Maintenance and Protection of Roadway Traffic.

SECTION 01 55 26

MAINTENANCE AND PROTECTION OF ROADWAY TRAFFIC

PART 1 - GENERAL

1.01 SUMMARY

This Section specifies provisions for the Contractor furnishing, erecting and maintaining temporary barricades, changeable message signs, signs, flaggers, lights, road surfaces, pavement markings for detours, object markers and other safeguards necessary to protect the safety of the public during performance of the Project Work including but not limited to automotive traffic, pedestrian traffic, and bicycle traffic.

1.02 RELATED REQUIREMENTS

- A. Section 01 35 23, Site Safety Requirements
- B. Section 01 56 37, Worksite Security Requirements
- C. Section 01 71 13. Mobilization and Demobilization and Controls

1.03 REFERENCE STANDARDS

- A. The Contractor shall comply with provisions of the most recent edition, including all addenda, of the following codes, specifications, standards, and recommenced practices, except as otherwise indicated:
 - 1. CPUC California Public Utilities Commission General Orders
 - 2. CALTRANS State of California Department of Transportation Current or Latest Standard Specifications and Standard Plans
 - CA MUTCD California Manual on Uniform Traffic Control Devices.
 - 4. SSPWC Standard Specifications for Public Works Construction of the Joint Cooperative Committee
 - 5. WATCH Work Area Traffic Control Handbook, latest edition
 - 6. Local Roadway Jurisdiction Requirements

1.04 SUBMITTALS

The Contractor shall comply with Local Agency Requirements including the preparation of all traffic control plans and any advance message signs required by the local agencies. The Contractor shall coordinate approval for the traffic control plans and obtain traffic control and encroachment permits as needed. The temporary warning devices shall be designed to minimize the inconvenience to the general public and shall comply with the regulations of the California Public Utilities Commission (CPUC) and governmental agencies having jurisdiction.



1.05 PROCEDURAL REQUIREMENTS

- A. The Contractor shall furnish construction signs, barricades, delineators, warning lights, CMS messages in advance of and during construction and all other devices used to implement the plan shall comply with California Manual on Uniform Traffic Control Devices or WATCH Manual latest edition, and local agency permit requirements. Providing all temporary warning devices in the incorporated areas of the project, as necessary, to convey traffic through the Project and as required by the permits.
- B. Flashing yellow beacons shall be used on all W20-1 signs and all Type II barricades guarding the work area overnight.
- C. The Contractor shall have all signs, delineators, barricades, and other devices properly installed prior to commencing construction. All signs shall be reflectorized and standard size. All delineators shall be 28" minimum portable, reflectorized and maintained erect in indicated position at all times, and shall be repaired, or cleaned as necessary to preserve their appearance and continuity.
- D. Additional traffic controls, signs, delineators or barricades may be required in the field. The Contractor shall be responsible for the placement of any additional devices necessary to assure safety to the public at all times during construction.
- E. Post "Temporary No Parking Tow Away" signs defining the time and date of any such restriction 72 hours prior to work.
- F. A. The Contractor shall be responsible for location and protection of traffic signal loop-sensors and signal and interconnect conduits. Where damage is caused by the Contractor's operation, the Contractor shall replace damaged City facility at no cost to the Authority or local jurisdiction.

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.

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

PART 2 - PRODUCTS

All striping and marking shall conform to Section 310-5.6 of the Standard Specification for Public Works Construction. Temporary removable striping tape (detour grade) may be used in lieu of painted striping.

PART 3 - EXECUTION

- A. All traffic control devices shall be installed in accordance with Caltrans' current Standard Specifications and WATCH, Standard Plans; and CA MUTCD. In addition to work included above, the Contractor shall furnish and install guide markers and delineators at the locations indicated on the Contract Documents and where directed by the Authority.
- B. The Contractor shall provide for access to all adjacent properties during working hours. Construction operations shall be conducted in such a manner as to cause as little inconvenience as possible to abutting property owners/operators. The Contractor shall provide access to pedestrian all times. Construction operations shall be conducted in such a manner as to cause as little inconvenience as possible to pedestrian. Pedestrian shall be protected as required by CA MUTCD, Part 6D-1 or WATCH Manual Latest Edition, Section 11.
- C. The Contractor shall maintain on a 24-hour basis all signs, delineators, barricades, etc., to ensure proper flow and safety of traffic.

PART 4 - MEASUREMENT AND PAYMENT

- A. Traffic control work completed in accordance with the contract documents will be paid for at the contract unit price, as listed in the Schedule of Quantities and Prices. This price shall be full compensation for furnishing all labor, materials, tools and equipment including furnishing, erecting, maintaining and removing barricades, traffic flaggers, construction area signs, temporary railing (Type K), portable changeable message signs, channelizers, supplies, supervision including preparing traffic control plans and obtaining traffic control and encroachment permits, and incidental materials and work necessary for controlling traffic during construction as described by the Contract Documents or required by the local jurisdiction.
- B. Full Compensation for furnishing and installing construction area traffic control devices as ordered by the Engineer, for the sole convenience and direction of public traffic shall be considered as included in the prices and no additional compensation will be allowed.

END OF SECTION 01 55 26

SECTION 09 61 50

DETECTABLE WARNING PANELS

The following are modifications to the SCRRA Standard Specifications:

PART 1 - GENERAL

<u>REPLACE</u> paragraph 1.01.A with the following:

1.01 SUMMARY

A.

A. This Section includes specifications for Detectable Warning Panels for ramps and platforms in Metrolink Stations.

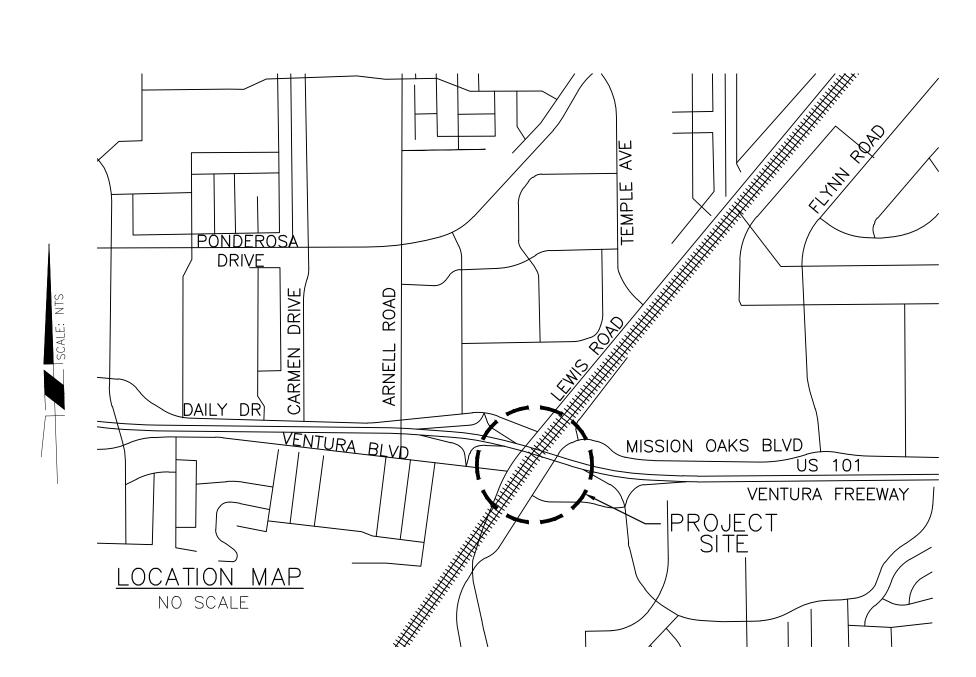
PART 2 - PRODUCTS ADD paragraph 2.01.A.4 with the following:

TekWay by StrongGo Industries of Tucson, AZ.

ADD paragraph 2.01.I with the following:

- Detectable Directional Tile Markers (In-Line Pattern):
 - 1. Nominal 36-inch x 48-inch with a 7/16-inch thick deep flange along both long sides.

END OF SECTION 09 61 50

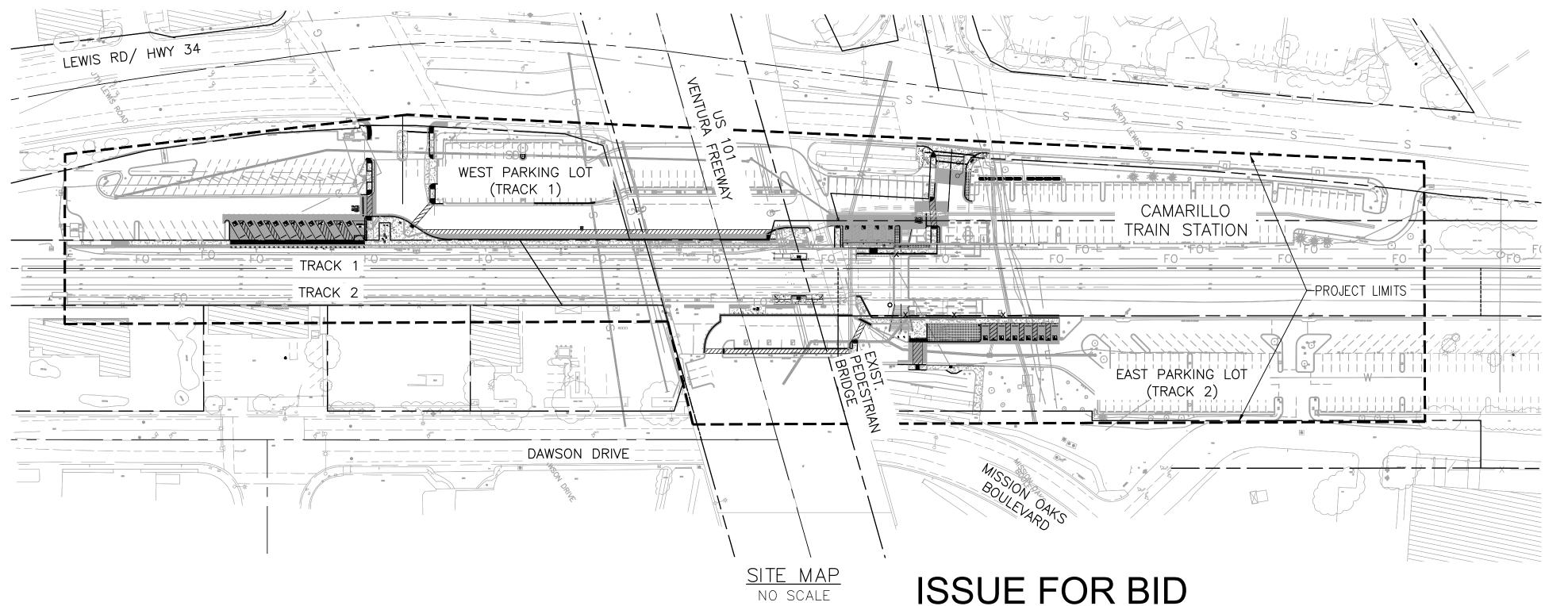


VENTURA COUNTY TRANSPORTATION COMMISSION

CAMARILLO TRAIN STATION

ADA IMPROVEMENTS PROJECT IN THE CITY OF CAMARILLO, CALIFORNIA UPRR SANTA BARBARA SUBDIVISION

MILE POST 413.3







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SUBMITTED:

RAILPROS

www.railpros.com

250 Commerce | Suite 200 | Irvine | California | 92602

STEPHEN NG, P.E., PROJ. MGR.

APPROVALS BY APPROVED

OCT. 8TH,2025

DATE

APPROVED:

RCE # DATE DWG G-01

VENTURA COUNTY TRANSPORTATION COMMISSION CAMARILLO STATION ADA IMPROVEMENTS PROJECT

VENTURA COUNTY

CAMARILLO, CA 93010

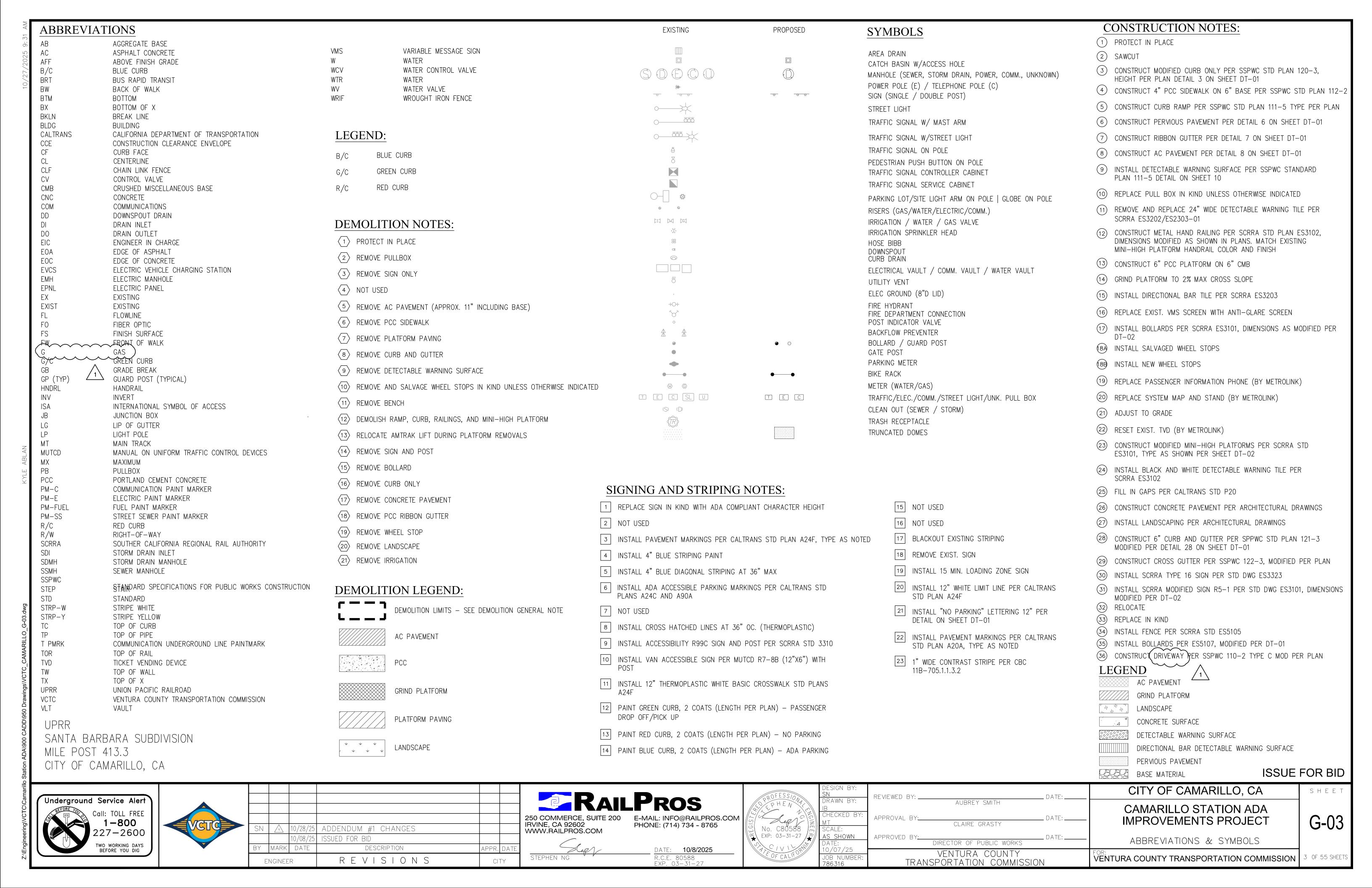
AUBREY SMITH, PROJECT MANAGER

TRANSPORTATION COMMISSION

OCT. 10TH, 2025

DATE

751 E. DAILY DRIVE, SUITE 420



UPRR GENERAL NOTES:

- CONTRACTOR SHALL NOTIFY SERVICE ALERT, (800) 642-2444 AND UPRR FIBER OPTICS HOTLINE WWW.UP.COM/CBUD(1 WEEK PRIOR)TO ANY EXCAVATION. THE USA AUTHORIZATION NUMBERS SHALL BE KEPT AT THE JOB SITE. UPRR TIBER OPTICS CAN BE REACHED AT 1-800-336-9193 IN CASE OF EMERGENCIES.
- 2. NO WORK WHATSOEVER SHALL BE COMMENCED WITHOUT FIRST NOTIFYING THE UPRR ENGINEER AND ATTENDING A PRE-CONSTRUCTION MEETING ON-SITE.
- 3. THE CONTRACTOR SHALL COMPLY WITH ALL FEDERAL, STATE, COUNTY, AND CITY LAWS AND ORDINANCES AND REGULATIONS OF THE DEPARTMENT OF INDUSTRIAL RELATIONS, OSHA, NPDES AND INDUSTRIAL ACCIDENT COMMISSION RELATED TO THE SAFETY AND CHARACTER OF THE WORK, EQUIPMENT, AND LABOR PERSONNEL.
- 4. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION WITH ALL UTILITY AGENCIES.
- 5. CONTRACTOR SHALL PROTECT IN PLACE (BY ANY MEANS NECESSARY) ALL EXISTING UTILITIES TO REMAIN UNLESS OTHERWISE SPECIFIED HEREIN, CONTRACTOR SHALL BE RESPONSIBLE FOR THE COMPLETE REPAIR AT HIS EXPENSE, FOR ANY DAMAGE TO EXISTING UTILITIES, STRUCTURE, OR OTHER SITE FEATURES, AS A RESULT OF HIS WORK.
- 6. PRIOR TO PLACING CURBS, PAVEMENTS, BASE, SUBBASE, TRACK, ETC., ALL UNDERGROUND UTILITIES SHALL BE INSTALLED, BACKFILL COMPLETE, AND THE ENGINEER NOTIFIED BY EACH OF THE UTILITY COMPANIES HAVING FACILITIES WITHIN THE WORK AREA, THAT THE UTILITY INSTALLATION HAS SATISFACTORILY PASSED ACCEPTANCE TESTS.
- 7. ALL EXISTING UNDERGROUND UTILITIES. THAT ARE NOT TO BE RE-USED. SHALL BE ABANDONED IN PLACE. ALL EXISTING PIPELINES TO BE ABANDONED IN PLACE SHALL BE CEMENT SLURRY FILLED AND CAPPED AT LEAST 3'-0" BELOW TOP OF PROPOSED SUBGRADE.
- 8. CONTRACTOR SHALL VERIFY LOCATIONS AND ELEVATIONS OF EXISTING UTILITIES WHETHER KNOWN OR UNKNOWN PRIOR TO BEGINNING CONSTRUCTION.
- 9. ANY UNDERGROUND STRUCTURES SUCH AS CESSPOOLS, CISTERNS, MINING SHAFTS, TUNNEL, SEPTIC TANKS, WELLS, AND PIPELINES NOT LOCATED PRIOR TO CONSTRUCTION SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER FOR DETERMINATION OF APPROPRIATE ACTION SUCH AS REMOVAL TREATMENT IN A MANNER JUDGED SUITABLE TO THE ENGINEER.
- 10. CONTRACTOR SHALL COORDINATE LOCATION OF ALL PROPOSED UTILITIES IF APPLICABLE WITH UPRR TO ASSURE ACCURACY OF UTILITY CONNECTIONS AND COMPLIANCE WITH LOCAL CODES.
- 11. ANY EXISTING CONDITIONS FOUND TO BE A VARIANCE WITH THESE DRAWINGS MUST BE IMMEDIATELY REPORTED TO THE ENGINEER.
- 12. CONTRACTOR SHALL MAINTAIN AND CLEAN TO THE SATISFACTION OF THE ENGINEER, ALL ACCESS AND SERVICE ROADS USED DURING CONSTRUCTION.
- 13. CONTRACTOR SHALL PERFORM ALL CONSTRUCTION IN SUCH MANNER AS TO PROTECT ADJACENT EXISTING BUILDINGS, AND OTHER SITE ELEMENTS WHICH ARE TO REMAIN IN SERVICE.
- 14. CONTRACTOR SHALL PROVIDE AS-BUILT DRAWINGS FOR ALL IMPROVEMENTS.
- 15. NO FIELD CHANGES WILL BE PERMITTED WITHOUT DIRECT WRITTEN AUTHORIZATION FROM THE UPRR
- 16. CONTRACTOR SHALL COORDINATE WORK WHICH AFFECTS ADJACENT PROPERTY OWNERS. ANY QUESTIONS OR AGREEMENTS BETWEEN ADJACENT PROPERTY OWNERS AND CONTRACTOR SHALL BE MADE IN WRITING. A COPY OF SUCH AGREEMENT SHALL BE PROVIDED TO THE UPRR ENGINEER OR HIS REPRESENTATIVE.
- 17. THE CONTRACTOR IS RESPONSIBLE FOR PREPARING A STORMWATER POLLUTION PREVENTION PLAN (SWPPP) TO COMPLY WITH STATE REGULATIONS. GENERAL SPECIFICATIONS AND TYPICAL EROSION CONTROL DETAILS ARE INCLUDED IN THE PLAN SET.
- 18. RIGHT OF WAY LINES SHOWN ON THE PLANS WERE TAKEN FROM EXISTING UPRR RIGHT OF WAY MAP AND ARE APPROXIMATE.
- 19. MATCH LINES FOR SHEETS ARE BASED ON THE EXISTING MAIN LINE STATIONING UNLESS OTHERWISE
- 20. THE CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL OF ALL PAVEMENT MARKINGS THAT WILL BE IN CONFLICT WITH THE PROPOSED WORK.

- 23. CONTRACTOR SHALL COMPLY WITH ALL STATE AND CITY STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS REQUIREMENTS, CITY STANDARD SPECIFICATIONS SHALL PREVAIL.
- 24. CONTRACTOR SHALL MAINTAIN AT LEAST ONE ACCESS TO ALL AFFECTED BUSINESSES. IF NECESSARY, MULTIPHASE CONSTRUCTION SHALL BE UTILIZED.
- 25. CONTRACTOR SHALL REVIEW, BE FAMILIAR WITH AND ADHERE TO THE LATEST UPRR PUBLIC PROJECTS MANUAL FOUND AT:
- HTTPS: //WWW.UP.COM/CS/GROUPS/PUBLIC/@UPRR/@CORPEL/DOCUMENTS/UP_PDF_NATIVEDOCS/PDF_UP_PUBLIC_PROJECTS_MANUAL.PDF
- 26. DETAILED WORK PLANS SHALL BE SUBMITTED BY THE CONTRACTOR FOR UPRR REVIEW AND APPROVAL DURING THE CONSTRUCTION SUBMITTAL PHASE. THE DESIGN DOCUMENTS/SPECIFICATIONS SHALL INCLUDE PROVISIONS REQUIRING THE CONTRACTOR TO DEVELOP WORK PLANS WHICH COMPLY WITH THE FOLLOWING REQUIREMENTS:
 - A. THE CONTRACTOR(S) SHALL DEVELOP AND SUBMIT A DETAILED WORK PLAN SHOWING ACCESS ROUTES, PROPOSED MATERIAL AND EQUIPMENT STAGING AREAS, WORK PROCEDURES, AND PROCEDURES FOR COORDINATION WITH THE RAILROAD EIC/FLAGGER FOR EACH WORK ACTIVITY LOCATED WITHIN 25' OF ADJACENT TRACK.
 - B. WORK WITHIN 25' OF TRACK AND/OR OVER TRACK AND/OR WITH POTENTIAL TO FOUL WILL REQUIRE RAILROAD FLAGGING.
 - C. ALL EQUIPMENT, MATERIALS, AND PERSONNEL SHALL REMAIN OUTSIDE THE MINIMUM CONSTRUCTION CLEARANCE ENVELOPE (SEE ATTACHED), EXCEPT IN DESIGNATED TRACK WINDOWS WITH NO TRAFFIC.
 - D. PER RAILROAD REQUIREMENTS, ALL PERSONNEL MUST CLEAR THE AREA WITHIN 25 FEET OF THE TRACK CENTER LINE AND SECURE ALL EQUIPMENT WHEN A TRAIN PASSES THE WORK SITE.
 - F. SITE SHALL BE ACCESSED WHERE POSSIBLE WITHOUT CROSSING TRACK EXCEPT AT EXISTING PUBLIC ROAD CROSSINGS. COORDINATE WITH THE RAILROAD FLAGGER.
 - F. NO EQUIPMENT OR OUTRIGGERS SHALL BE SUPPORTED ON THE TRACK OR TIES UNDER LOAD AT ANY

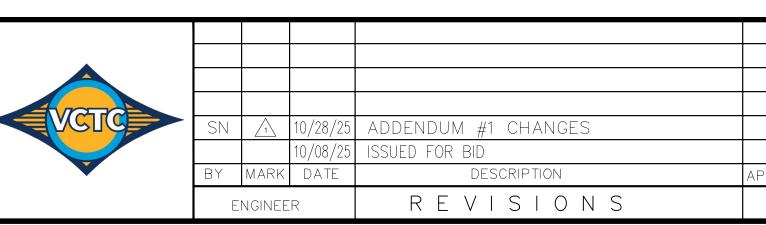
G. FOR WORK LOCATED WITHIN THE CONSTRUCTION CLEARANCE ENVELOPE (CCE) (EXTENDING 15' FROM TRACK), WORK SHALL BE COMPLETED IN A TRACK WINDOW WITH NO TRAFFIC. WORK WINDOWS ARE NOT GUARANTEED BY UPRR AND MAY REQUIRE WORK TO BE PERFORMED AT NIGHT WITH LESS TRAIN TRAFFIC. THE CONTRACTOR'S WORK PLAN(S) SHALL INCLUDE PROCEDURES TO COMPLETE WORK AND CLEAR PERSONNEL WITHIN 25 FEET OF TRACK FOR PASSAGE OF TRAINS WHEN OPERATING IN A TRACK WINDOW. WORK PLANS SHALL INCLUDE PRE-DESIGNATED ROUTES AND GATHERING POINTS TO CLEAR PERSONNEL AS NEEDED.

H. FOR WORK WITH POTENTIAL TO DEPOSIT DUST/DEBRIS ONTO TRACK SECTION (CONCRETE GRINDING, CONCRETE REMOVAL/REPLACEMENT AND OTHER WORK), THE CONTRACTOR'S WORK PLAN(S) SHALL INCLUDE PROPOSALS TO PROTECT TRACK AND BALLAST.

SANTA BARBARA SUBDIVISION MILE POST 413.3 CITY OF CAMARILLO, CA

ISSUE FOR BID











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		CLAIRE GRASTY	
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		DIRECTOR OF PUBLIC WORKS	
25		VENTURA COUNTY	

CITY OF CAMARILLO, CA CAMARILLO STATION ADA IMPROVEMENTS PROJECT

6 OF 55 SHEETS

SHEET

G-06

EXP: 03-31-27 GENERAL NOTES SHEET 2 OF 2 DATE: **10/8/2025** R.C.E. 80588 FXP. 03-31-27 VENTURA COUNTY VENTURA COUNTY TRANSPORTATION COMMISSION TRANSPORTATION COMMISSION

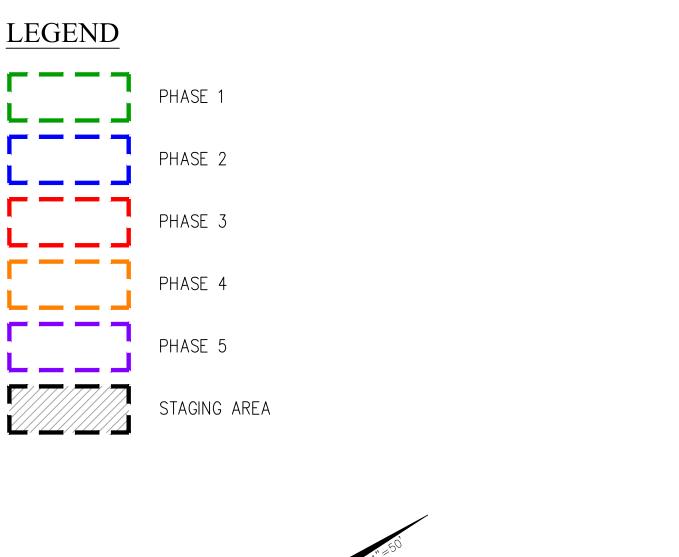
PHASING GENERAL NOTES:

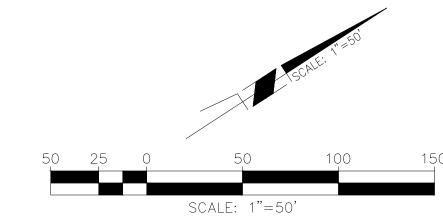
- DEVELOP A PHASING PLAN WHICH SHALL BE REVIEWED AND APPROVED BY THE ENGINEER, VCTC AND OTHER STAKEHOLDERS.
- 2. MAINTAIN OR PROVIDE ADA ACCESS TO BOTH TRACK PLATFORMS AT ALL TIMES. PROVIDE ALTERNATE ADA ACCESS IF MAIN ADA RAMPS, PEDESTRIAN WALKWAYS, AND/OR CROSSWALKS ARE UNDER CONSTRUCTION. CONTRACTOR TO PROVIDE SIGNAGE TO AND FROM PARKING LOTS, BUS AND TRAIN PLATFORMS DURING CONSTRUCTION.
- 3. NO FENCING, CONES, DELINEATORS OR OTHER OBSTRUCTIONS SHALL BE INSTALLED DURING TRACK PLATFORM CONSTRUCTION WORK WHICH INTERFERES WITH HORIZONTAL CLEARANCES STIPULATED BY CPUC GO-26-D AND UPRR HORIZONTAL CLEARANCE STANDARDS (UPRR 713000) UNLESS APPROVED BY UPRR.
- 4. CONTRACTOR TO MAINTAIN AND PHASE ADA PARKING ACCESS AT ALL TIMES AND MAINTAIN ONE-WAY TRAFFIC CIRCULATION IN ALL PARKING LOTS DURING ROADWAY PAVING CONSTRUCTION.
- 5. CONTRACTOR SHALL COORDINATE AND MAINTAIN BUS TRANSIT ACCESS AROUND THE SITE DURING ALL PHASES OF CONSTRUCTION. BUS SERVICES INCLUDE: VCTC INTERCITY, CAMARILLO AREA TRANSIT, AND SANTA BARBARA AIRBUS.
- 6. ALL WORK WITHIN UPRR ROW IS SUBJECT TO THE FLAGGING AND OBSERVATION REQUIREMENTS OF UPRR, AS STATED IN THE GENERAL NOTES ON SHEET G-05.

- TEMPORARILY RELOCATED BUS LOADING AND UNLOADING ZONES DURING PHASES 3, 4, AND 5 OF CONSTRUCTION WORK.
- CONTRACTOR SHALL MAINTAIN PUBLIC ACCESS TO ONE METROLINK TICKET VENDING DEVICE DURING ALL PHASES OF CONSTRUCTION.
- CONTRACTOR SHALL TEMPORARILY REMOVE PASSENGER PARKING AND VEHICLE LOADING ZONES UNDER US 101 FREEWAY ADJACENT TO PLATFORM 1 DURING PHASE 4 AND 5 OF WORK.
- 10. BUS OPERATIONS ARE SHOWN AS A REFERENCE ONLY FOR EACH PHASE OF
- 11. CONTRACTOR TO COORDINATE WITH VCTC, AMTRAK AND SCRRA FOR THE RELOCATION OF THE ADA LOADING CAR AND PROVIDE AN ALTERNATE MINI-HIGH LOCATION ON PLATFORMS 1 AND 2 DURING EXISTING MINI-HIGH PLATFORM DEMOLITION AND RECONSTRUCTION PHASES.
- 12. CONTRACTOR MUST MAINTAIN OR PROVIDE ALTERNATE UNDERBRIDGE LIGHTING PER UPRR REQUIREMENTS DURING ALL PHASES OF CONSTRUCTION.
- 13. CONTRACTOR SHALL COORDINATE WITH OTHER PROJECTS IN THE STATION PARKING LOTS, LEWIS ROAD AND DAILY DRIVE AS NEEDED THROUGHOUT THE DURATION OF THE PROJECT INCLUDING BUT NOT LIMITED TO: CITY OF CAMARILLO SEWER IMPROVEMENT PROJECT, EV CHARGING STATION UPGRADES AND CALTRANS ADA IMPROVEMENTS (PROJECT NUMBER EA355901).



STEPHEN NG





ISSUE FOR BID

SANTA BARBARA SUBDIVISION MILE POST 413.3 CITY OF CAMARILLO, CA Underground Service Alert

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10/28/25 ADDENDUM #1 CHANGES 0/08/25 ISSUED FOR BID DATE DESCRIPTION REVISIONS ENGINEER

RAILPROS 250 COMMERCE, SUITE 200 E-MAIL: INFO@RAILPROS.COM IRVINE, CA 92602 WWW.RAILPROS.COM PHONE: (714) 734 - 8765

DATE: **10/8/2025**

R.C.E. 80588 EXP. 03-31-27

No. C80588 EXP: 03-31-27

HECKED BY APPROVAL BY:___ SCALE: AS SHOWN APPROVED BY: 0/07/25 OB NUMBER '86316 TRANSPORTATION COMMISSION

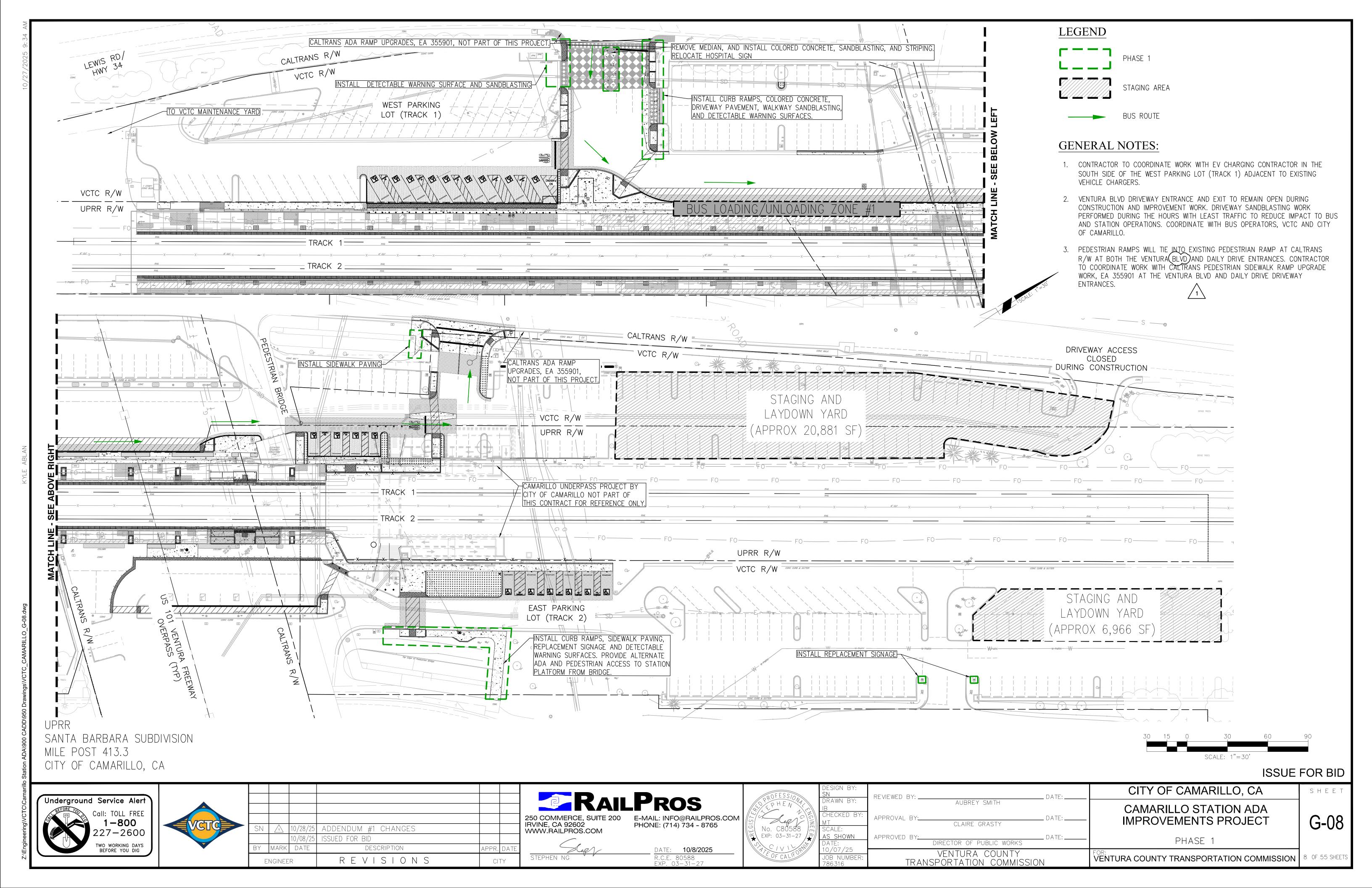
AUBREY SMITH __ DATE: ____ CLAIRE GRASTY DIRECTOR OF PUBLIC WORKS VENTURA COUNTY

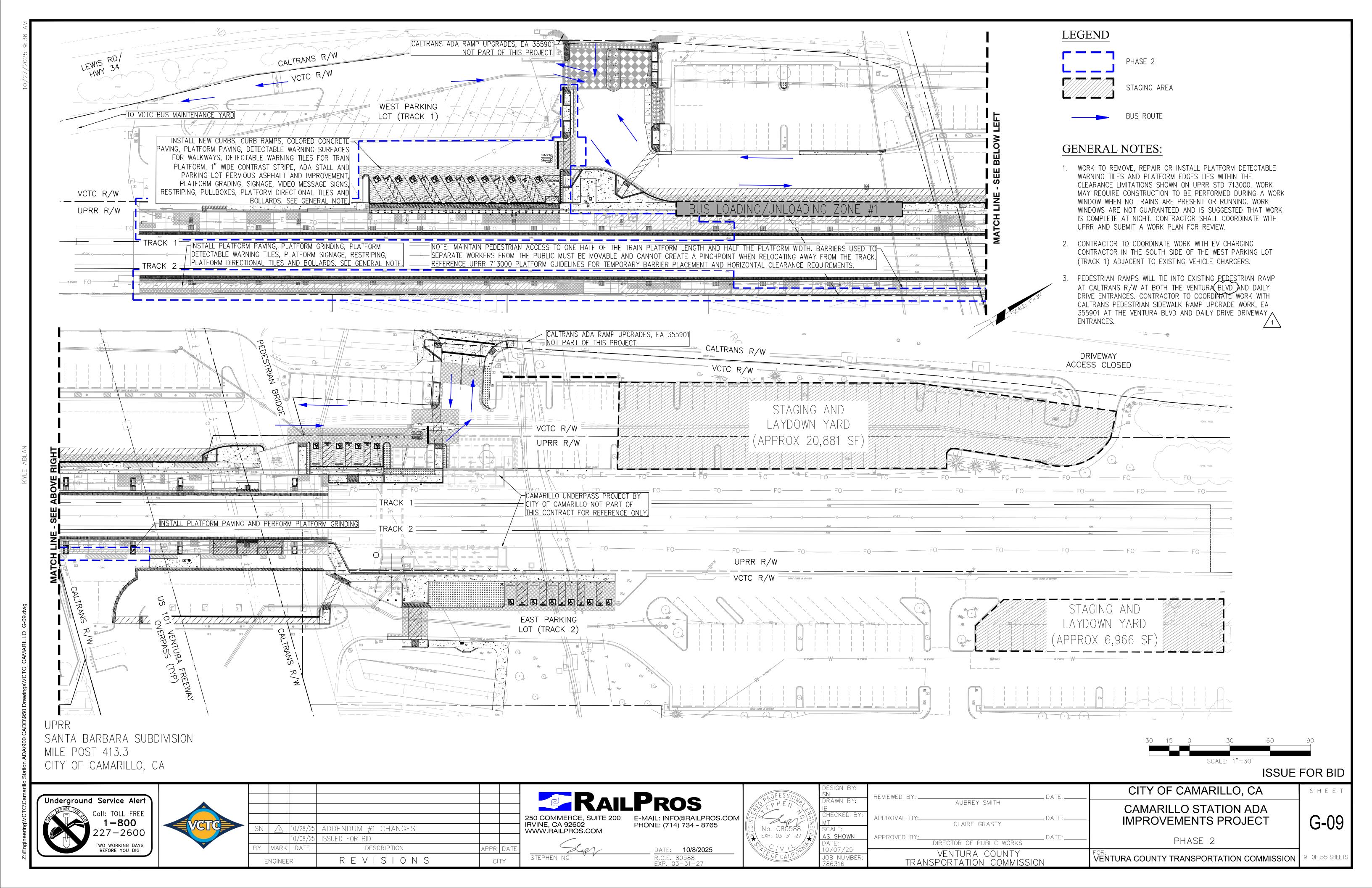
CITY OF CAMARILLO, CA CAMARILLO STATION ADA **IMPROVEMENTS PROJECT** PHASING KEY MAP

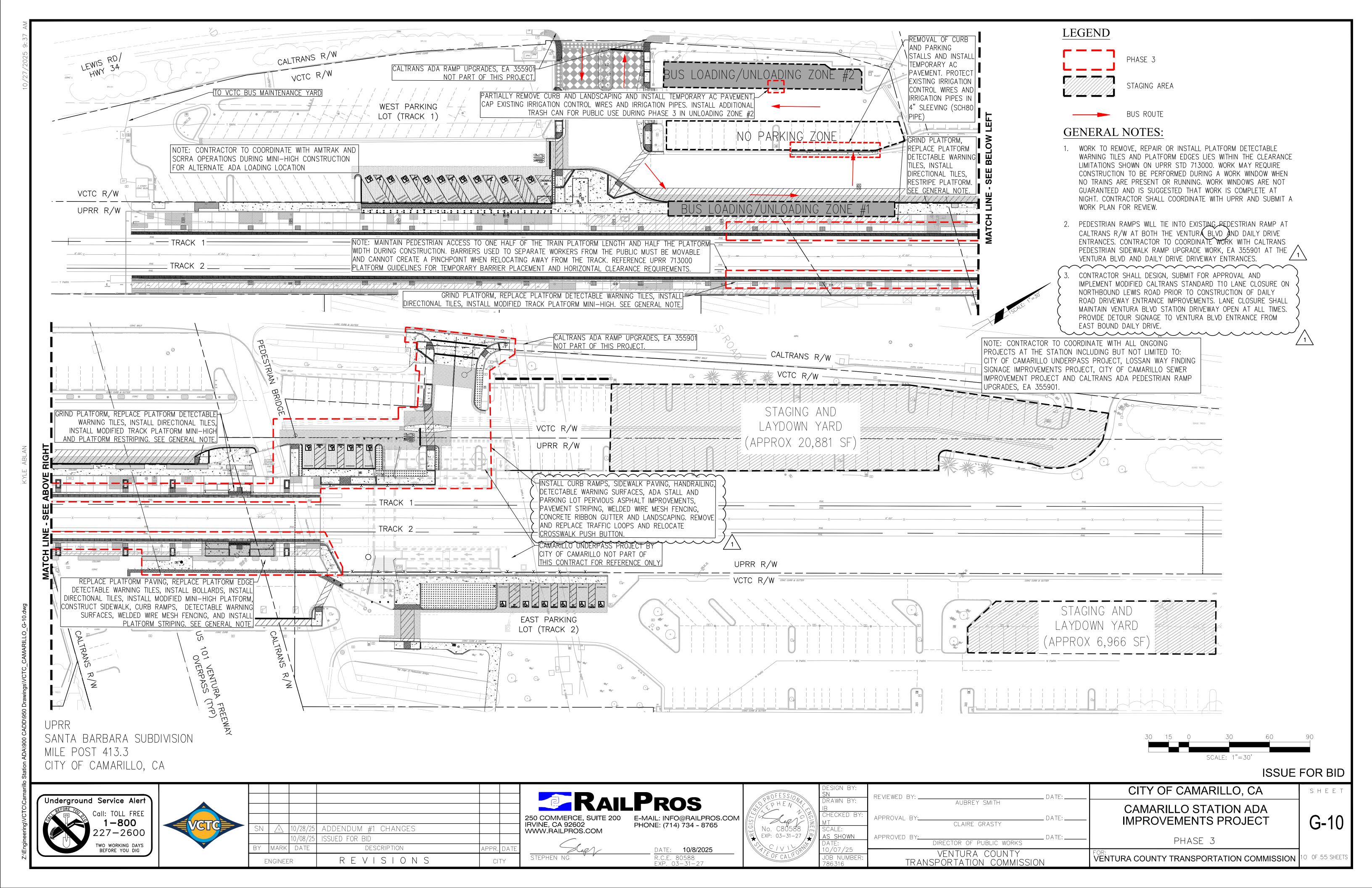
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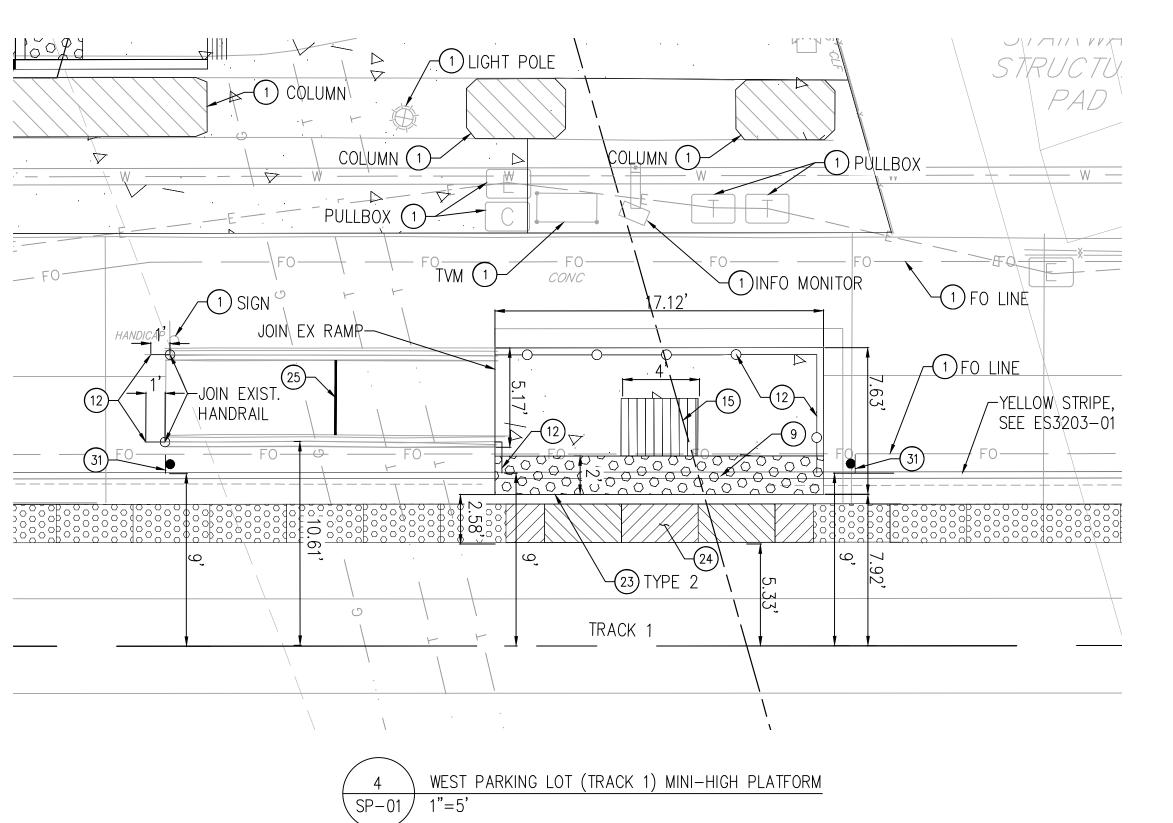
SHEET

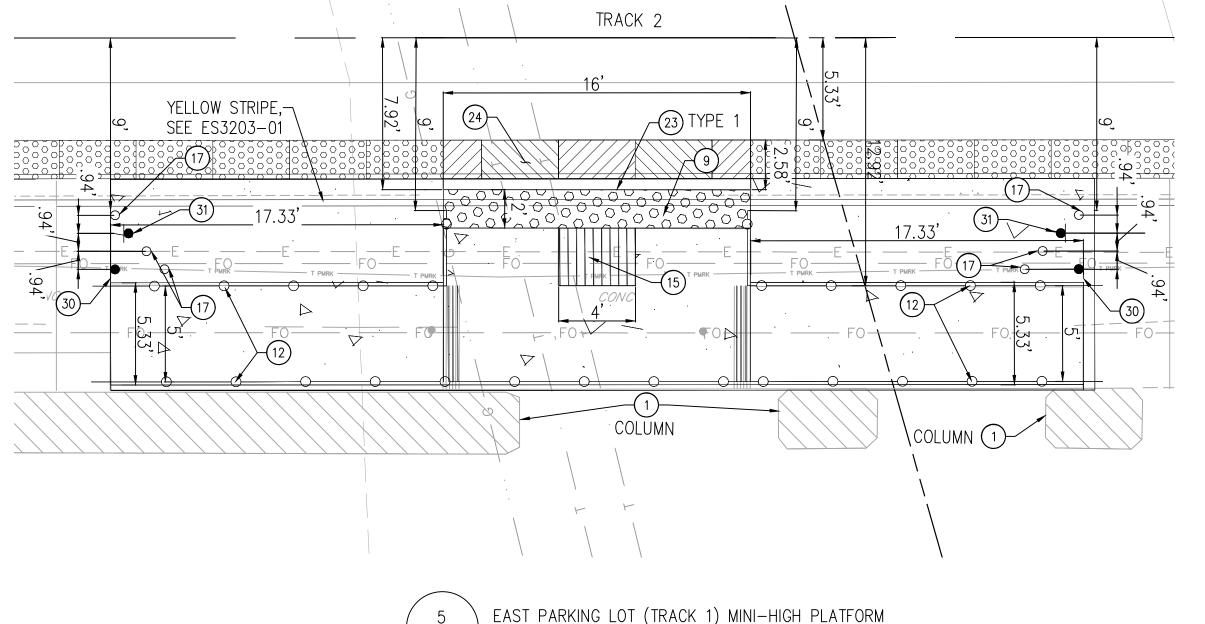
OF 55 SHEETS VENTURA COUNTY TRANSPORTATION COMMISSION











NOTES:

- 1. SEE STRUCTURAL SHEETS FOR STRUCTURAL SECTIONS AND DETAILS.
- 2. SEE GRADING SHEETS FOR GRADING DETAILS.
- 3. SEE UPRR 713000 PLATFORM GUIDELINES FOR MINIMUM HORIZONTAL CLEARANCE REQUIREMENTS

GENERAL NOTES:

1. WORK TO REMOVE, REPAIR OR INSTALL PLATFORM DETECTABLE WARNING TILES AND PLATFORM EDGES LIES WITHIN THE CLEARANCE LIMITATIONS SHOWN ON UPRR STD 713000. WORK MAY REQUIRE CONSTRUCTION TO BE PERFORMED DURING A WORK WINDOW WHEN NO TRAINS ARE PRESENT OR RUNNING. WORK WINDOWS ARE NOT GUARANTEED AND IS SUGGESTED THAT WORK IS COMPLETE AT NIGHT. CONTRACTOR SHALL COORDINATE WITH UPRR AND SUBMIT A WORK PLAN FOR REVIEW.

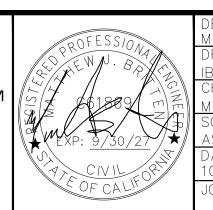
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1"=5'

SANTA BARBARA SUBDIVISION MILE POST 413.3 CITY OF CAMARILLO, CA

10/28/25 ADDENDUM #1 CHANGES 0/08/25 ISSUED FOR BID DESCRIPTION STEPHEN NG REVISIONS ENGINEER





DESIGN BY: MB	REVIEWED BY:	DATE:
DRAWN BY: IB	AUBREY SMITH	
CHECKED BY: MT	APPROVAL BY:CLAIRE GRASTY	DATE:
SCALE: AS SHOWN DATE:	APPROVED BY: DIRECTOR OF PUBLIC WORKS	_ DATE:
10/07/25 JOB NUMBER:	VENTURA COUNTY TRANSPORTATION COMMISSION	<u> </u>

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	AUBREY SMITH		
OVAL BY:	CLAIRE GRASTY	DATE:	
OVED BY:	DIRECTOR OF PUBLIC WORKS	DATE:	
	VENTURA COUNTY		FOR:

CONSTRUCTION NOTES:

- 1 PROTECT IN PLACE
- 2 SAWCUT
- (3) CONSTRUCT MODIFIED CURB ONLY PER SSPWC STD PLAN 120-3, HEIGHT PER PLAN DETAIL 3 ON SHEET DT-01
- (4) CONSTRUCT 4" PCC SIDEWALK ON 6" BASE PER SSPWC STD PLAN 112-2
- (5) CONSTRUCT CURB RAMP PER SSPWC STD PLAN 111-5 TYPE PER PLAN
- 6 CONSTRUCT PERVIOUS PAVEMENT PER DETAIL 6 ON SHEET DT-01
- (7) CONSTRUCT RIBBON GUTTER PER DETAIL 7 ON SHEET DT-01
- (8) CONSTRUCT AC PAVEMENT PER DETAIL 8 ON SHEET DT-01
- 9 INSTALL DETECTABLE WARNING SURFACE PER SSPWC STANDARD PLAN 111-5 DETAIL ON SHEET 10
- (10) REPLACE PULL BOX IN KIND UNLESS OTHERWISE INDICATED
- (11) REMOVE AND REPLACE 24" WIDE DETECTABLE WARNING TILE PER

MINI-HIGH PLATFORM HANDRAIL COLOR AND FINISH

- SCRRA ES3202/ES2303-01 (12) CONSTRUCT METAL HAND RAILING PER SCRRA STD PLAN ES3102, DIMENSIONS MODIFIED AS SHOWN IN PLANS. MATCH EXISTING
- (13) CONSTRUCT 6" PCC PLATFORM ON 6" CMB
- (14) GRIND PLATFORM TO 2% MAX CROSS SLOPE
- (15) INSTALL DIRECTIONAL BAR TILE PER SCRRA ES3203
- (16) REPLACE EXIST. VMS SCREEN WITH ANTI-GLARE SCREEN
- 17 INSTALL BOLLARDS PER SCRRA ES3101, DIMENSIONS AS MODIFIED PER
- (8) INSTALL SALVAGED WHEEL STOPS
- (8B) INSTALL NEW WHEEL STOPS
- (19) REPLACE PASSENGER INFORMATION PHONE (BY METROLINK)
- (20) REPLACE SYSTEM MAP AND STAND (BY METROLINK)
- (21) ADJUST TO GRADE
- 22 RESET EXIST. TVD (BY METROLINK)
- (23) CONSTRUCT MODIFIED MINI-HIGH PLATFORMS PER SCRRA STD ES3101, TYPE AS SHOWN PER SHEET DT-02
- (24) INSTALL BLACK AND WHITE DETECTABLE WARNING TILE PER SCRRA ES3102
- (25) FILL IN GAPS PER CALTRANS STD P20
- (26) CONSTRUCT CONCRETE PAVEMENT PER ARCHITECTURAL DRAWINGS
- (27) INSTALL LANDSCAPING PER ARCHITECTURAL DRAWINGS
- (28) CONSTRUCT 6" CURB AND GUTTER PER SPPWC STD PLAN 121-3 MODIFIED PER DETAIL 28 ON SHEET DT-01
- (29) CONSTRUCT CROSS GUTTER PER SSPWC 122-3, MODIFIED PER PLAN
- (30) INSTALL SCRRA TYPE 16 SIGN PER STD DWG ES3323
- (31) INSTALL SCRRA MODIFIED SIGN R5-1 PER STD DWG ES3101, DIMENSIONS MODIFIED PER DT-02
- 32) RELOCATE
- 33) REPLACE IN KIND
- (34) INSTALL FENCE PER SCRRA STD ES5105
- (35) INSTALL BOLLARDS PER ES5107, MODIFIED PER DT-01
- CONSTRUCT DRIVEWAY PER SSPWC 110-2 TYPE C MOD PER PLAN

LEGEND

AC PAVEMENT

GRIND PLATFORM LANDSCAPE

CONCRETE SURFACE

DETECTABLE WARNING SURFACE DIRECTIONAL BAR DETECTABLE WARNING SURFACE

PERVIOUS PAVEMENT BASE MATERIAL

ISSUE FOR BID

CITY OF CAMARILLO, CA CAMARILLO STATION ADA **IMPROVEMENTS PROJECT**

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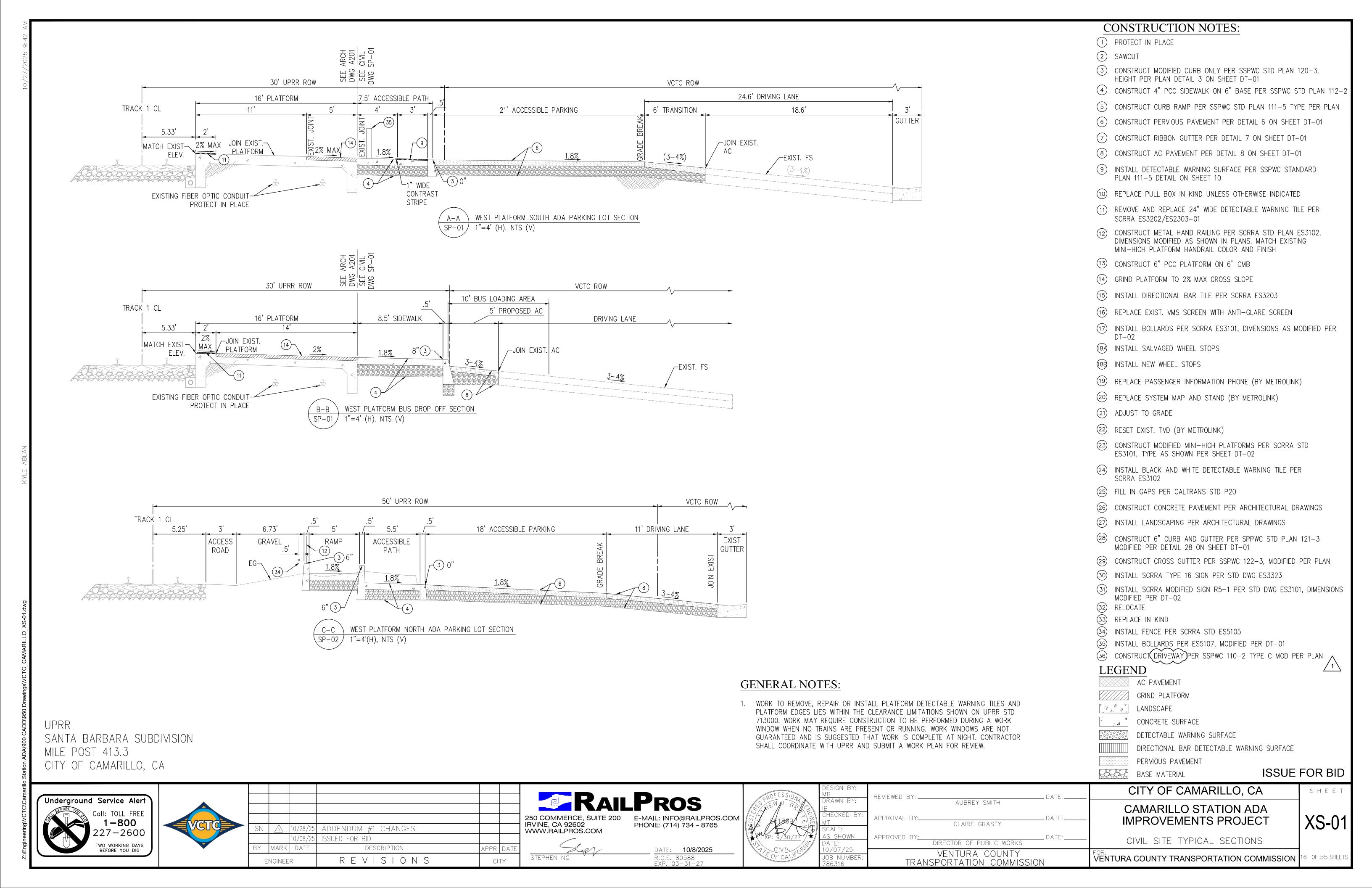
DATE: **10/8/2025** R.C.E. 80588 FXP. 03-31-27

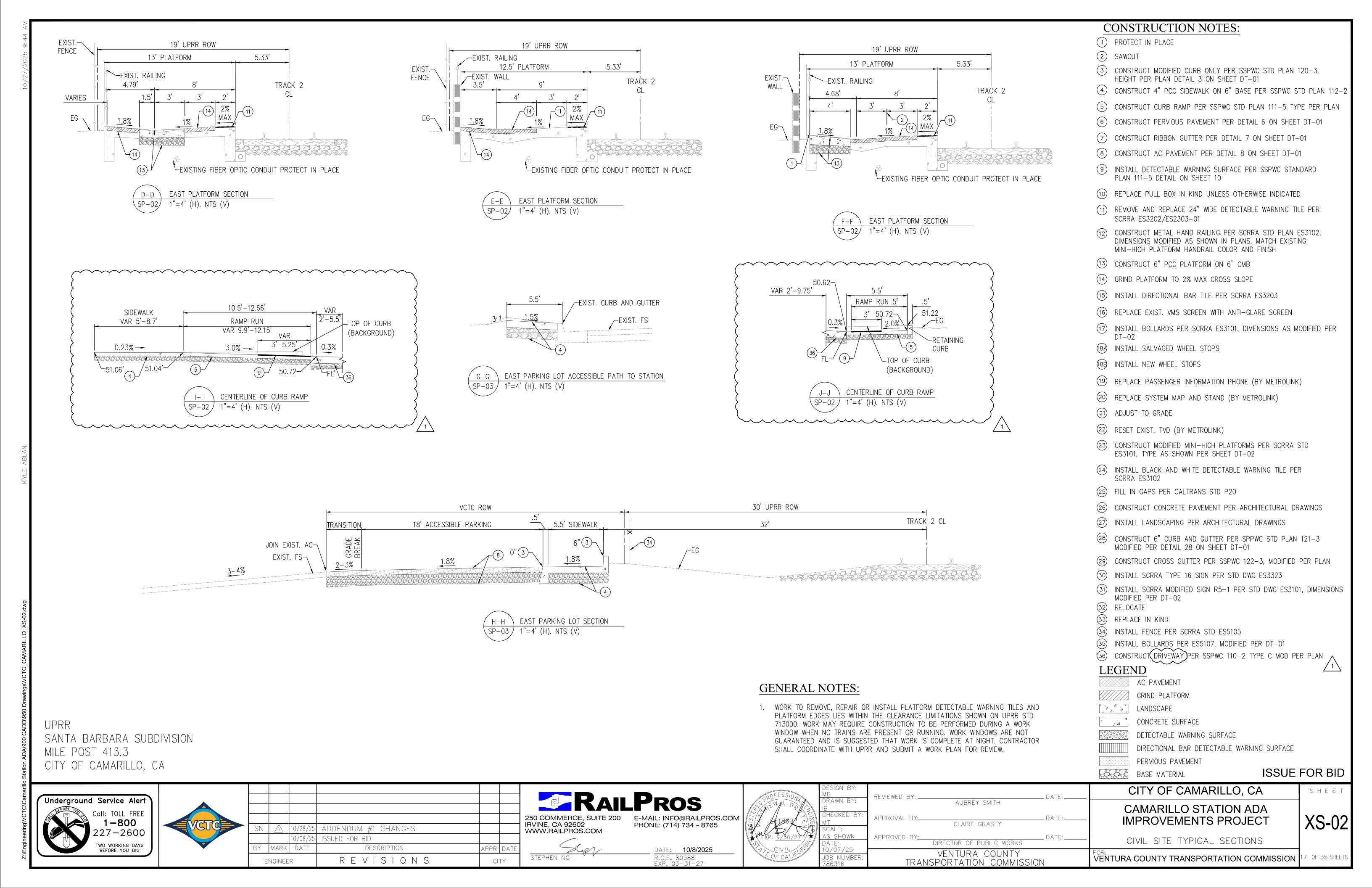
CIVIL DETAILS

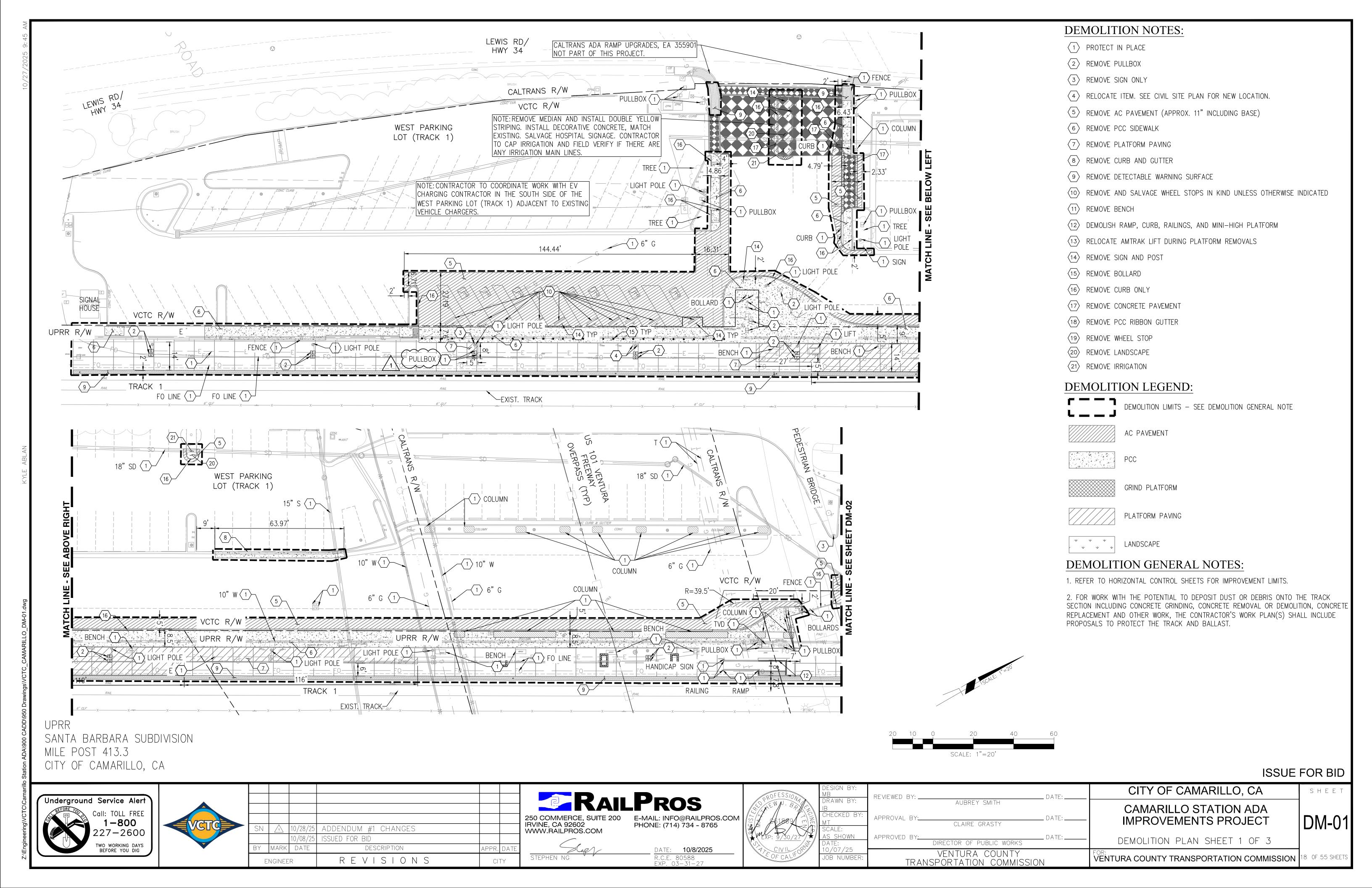
VENTURA COUNTY TRANSPORTATION COMMISSION 15 OF 55 SHEETS

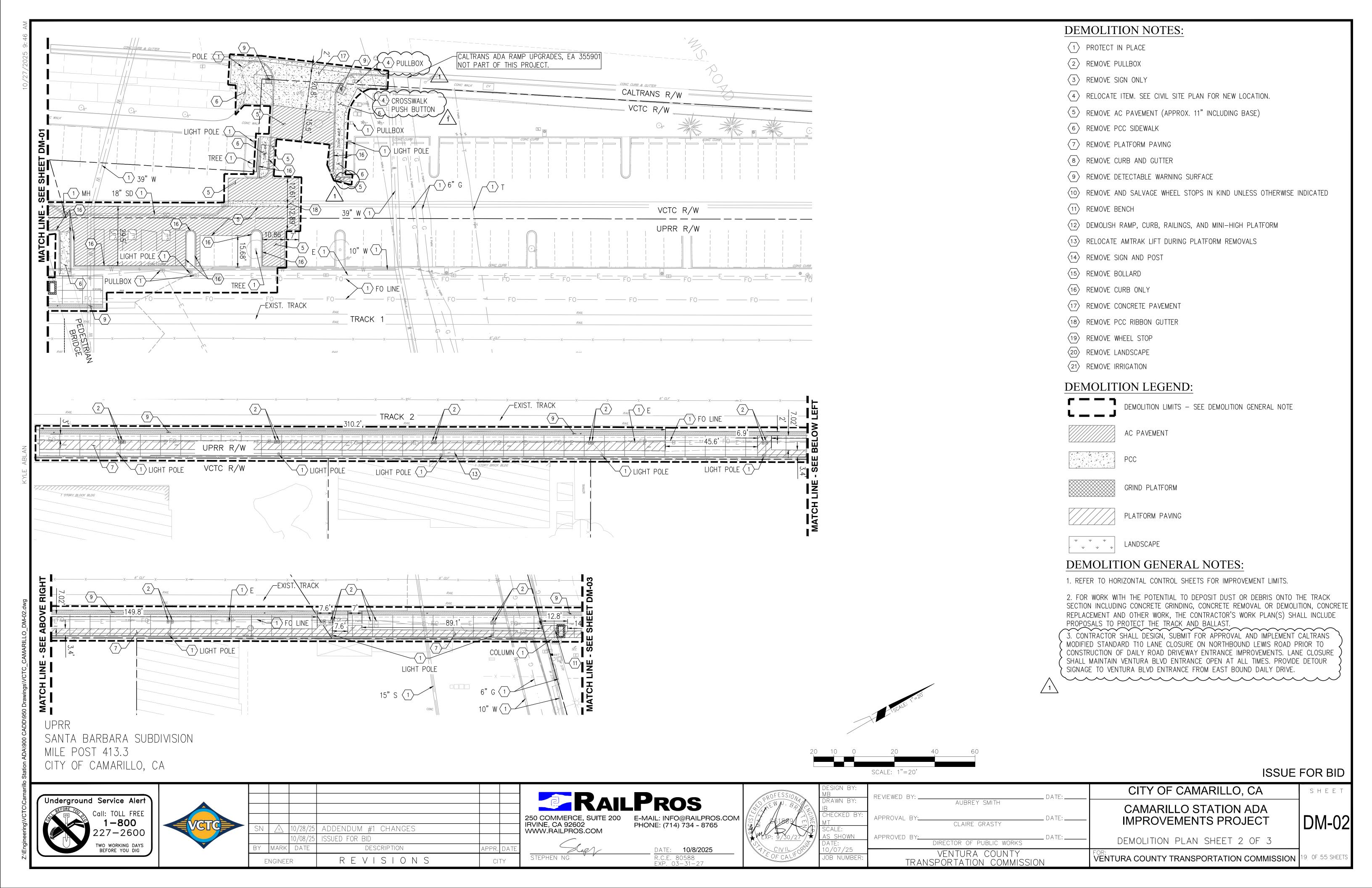
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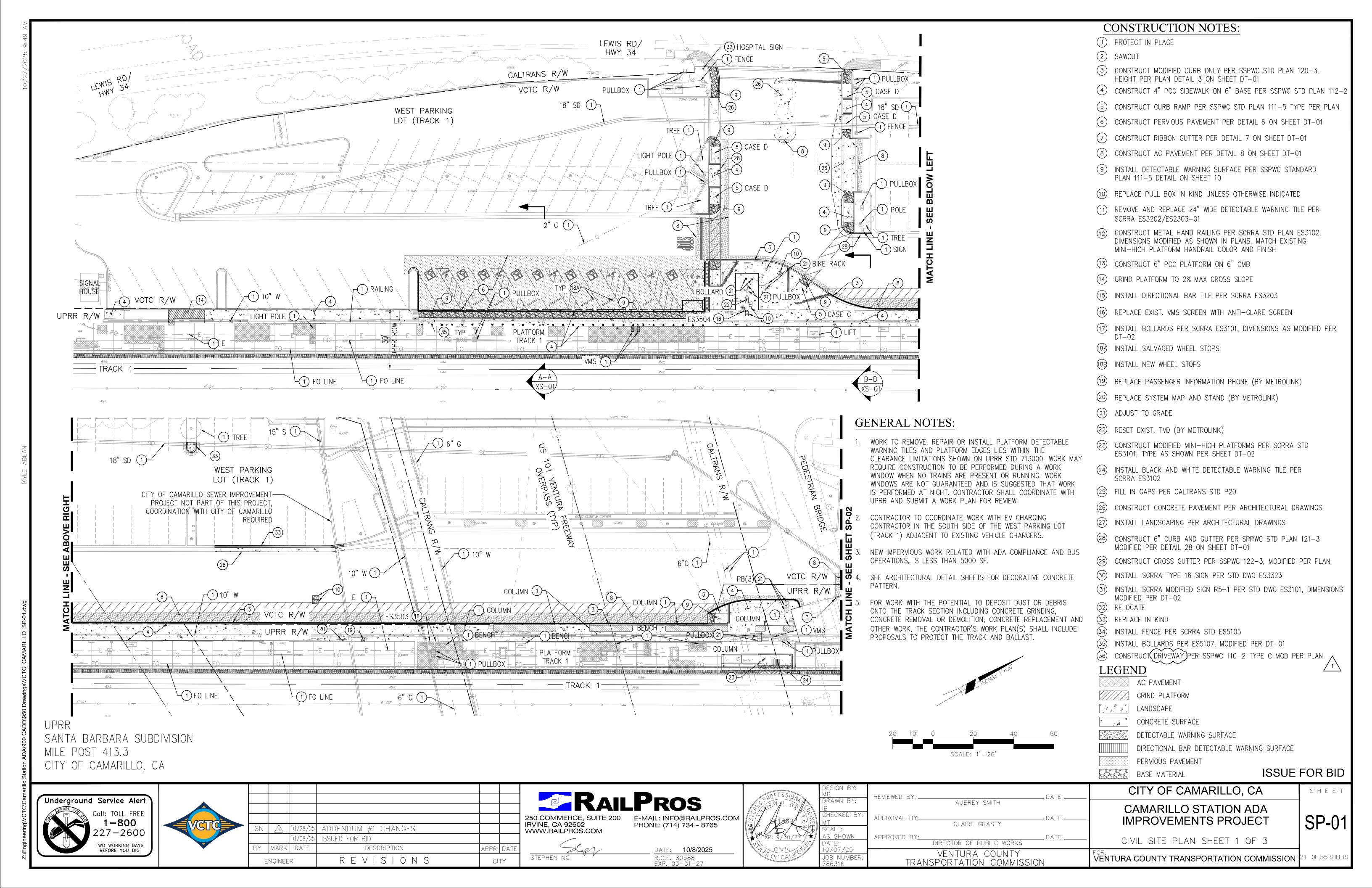
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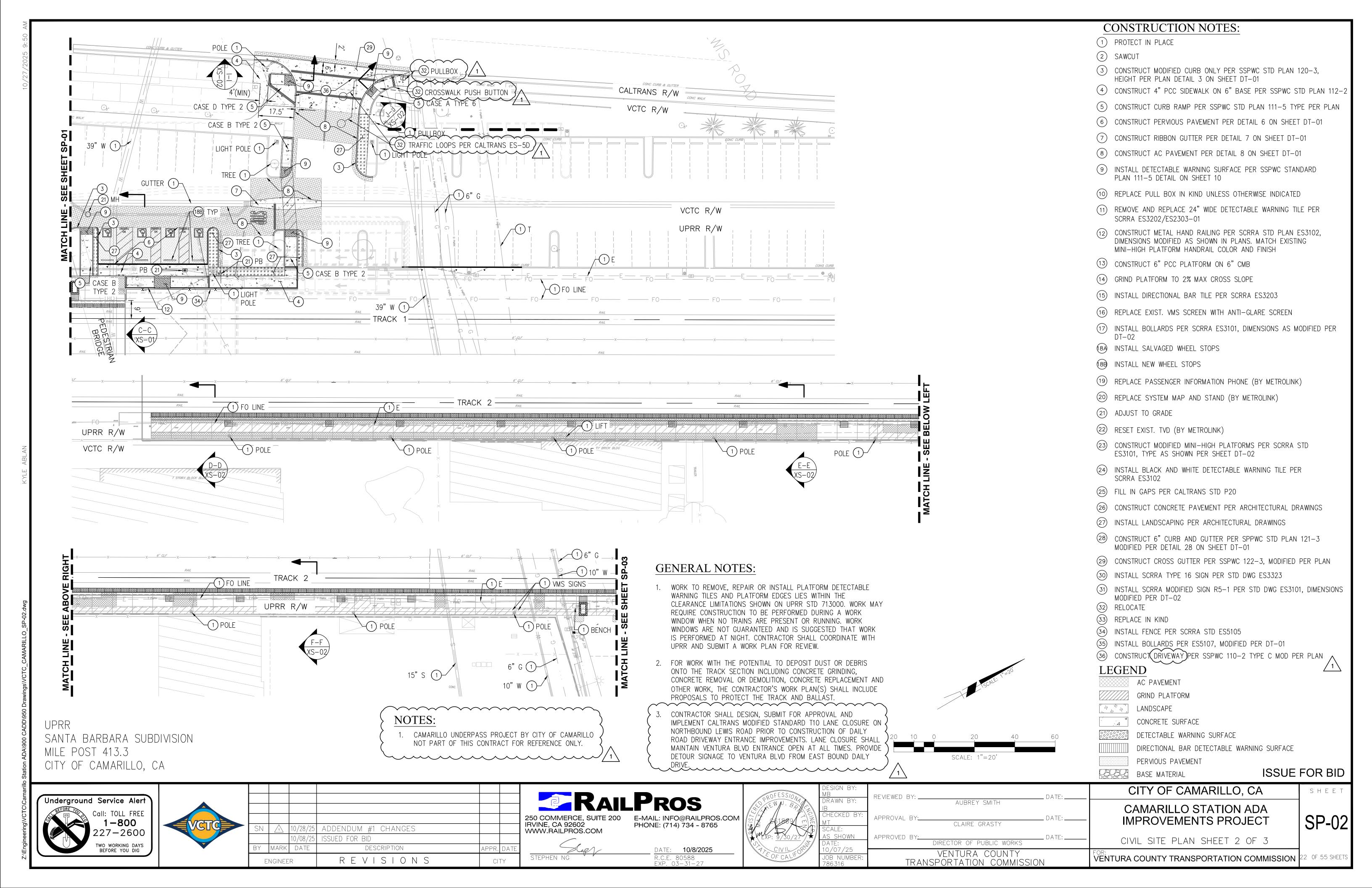


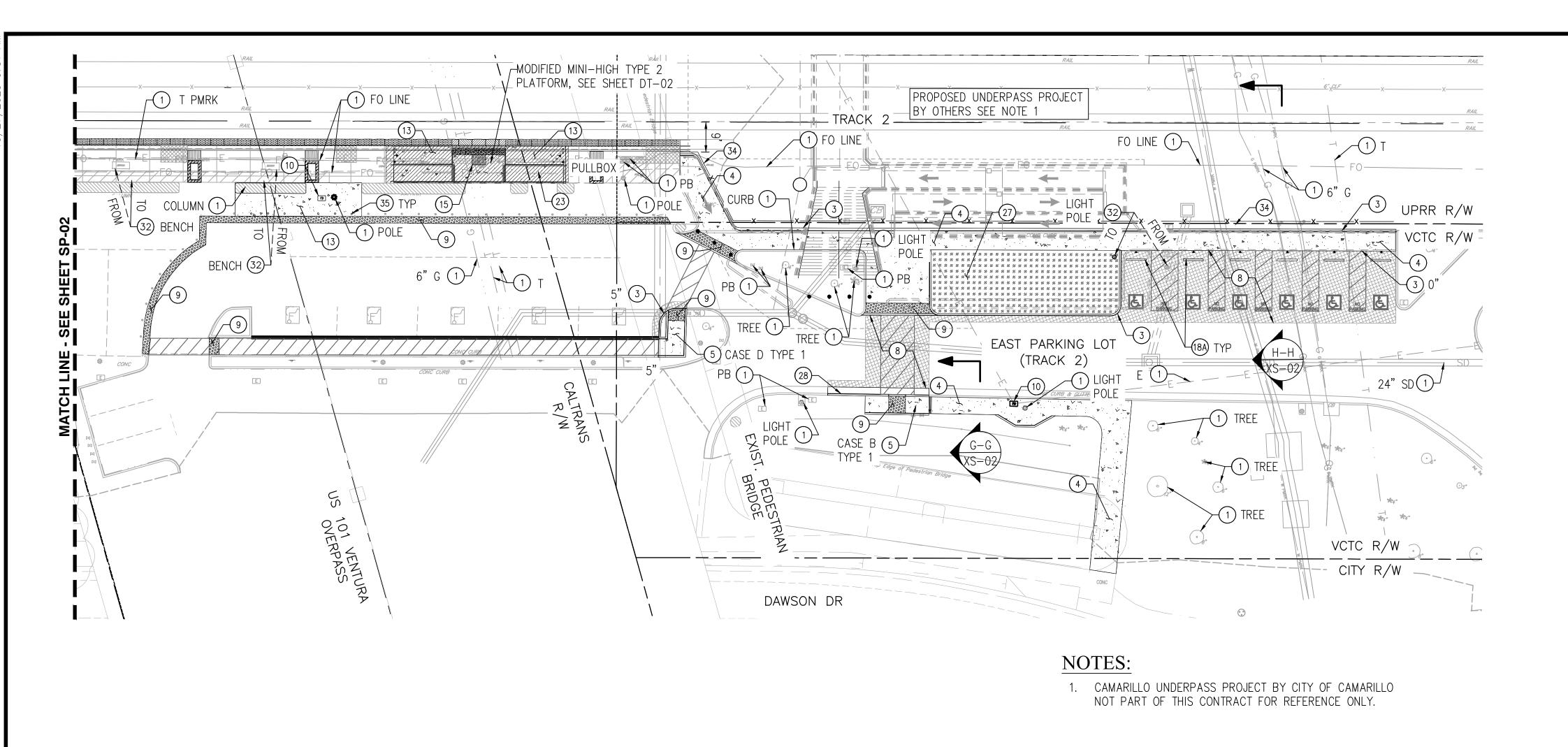






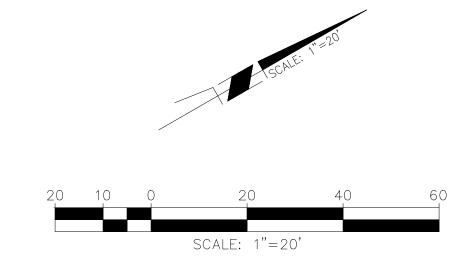






GENERAL NOTES:

- 1. WORK TO REMOVE, REPAIR OR INSTALL PLATFORM DETECTABLE WARNING TILES AND PLATFORM EDGES LIES WITHIN THE CLEARANCE LIMITATIONS SHOWN ON UPRR STD 713000. WORK MAY REQUIRE CONSTRUCTION TO BE PERFORMED DURING A WORK WINDOW WHEN NO TRAINS ARE PRESENT OR RUNNING. WORK WINDOWS ARE NOT GUARANTEED AND IS SUGGESTED THAT WORK IS PERFORMED AT NIGHT. CONTRACTOR SHALL COORDINATE WITH UPRR AND SUBMIT A WORK PLAN FOR REVIEW.
- 2. FOR WORK WITH THE POTENTIAL TO DEPOSIT DUST OR DEBRIS ONTO THE TRACK SECTION INCLUDING CONCRETE GRINDING, CONCRETE REMOVAL OR DEMOLITION, CONCRETE REPLACEMENT AND OTHER WORK, THE CONTRACTOR'S WORK PLAN(S) SHALL INCLUDE PROPOSALS TO PROTECT THE TRACK AND BALLAST.



CONSTRUCTION NOTES:

- (1) PROTECT IN PLACE
- 2 SAWCUT
- (3) CONSTRUCT MODIFIED CURB ONLY PER SSPWC STD PLAN 120-3, HEIGHT PER PLAN DETAIL 3 ON SHEET DT-01
- (4) CONSTRUCT 4" PCC SIDEWALK ON 6" BASE PER SSPWC STD PLAN 112-2
- (5) CONSTRUCT CURB RAMP PER SSPWC STD PLAN 111-5 TYPE PER PLAN
- (6) CONSTRUCT PERVIOUS PAVEMENT PER DETAIL 6 ON SHEET DT-01
- (7) CONSTRUCT RIBBON GUTTER PER DETAIL 7 ON SHEET DT-01
- (8) CONSTRUCT AC PAVEMENT PER DETAIL 8 ON SHEET DT-01
- (9) INSTALL DETECTABLE WARNING SURFACE PER SSPWC STANDARD PLAN 111-5 DETAIL ON SHEET 10
- (10) REPLACE PULL BOX IN KIND UNLESS OTHERWISE INDICATED
- (11) REMOVE AND REPLACE 24" WIDE DETECTABLE WARNING TILE PER SCRRA ES3202/ES2303-01
- (12) CONSTRUCT METAL HAND RAILING PER SCRRA STD PLAN ES3102, DIMENSIONS MODIFIED AS SHOWN IN PLANS. MATCH EXISTING MINI-HIGH PLATFORM HANDRAIL COLOR AND FINISH
- (13) CONSTRUCT 6" PCC PLATFORM ON 6" CMB
- (14) GRIND PLATFORM TO 2% MAX CROSS SLOPE
- (15) INSTALL DIRECTIONAL BAR TILE PER SCRRA ES3203
- (16) REPLACE EXIST. VMS SCREEN WITH ANTI-GLARE SCREEN
- 17) INSTALL BOLLARDS PER SCRRA ES3101, DIMENSIONS AS MODIFIED PER
- (8) INSTALL SALVAGED WHEEL STOPS
- (8B) INSTALL NEW WHEEL STOPS
- (19) REPLACE PASSENGER INFORMATION PHONE (BY METROLINK)
- 20 REPLACE SYSTEM MAP AND STAND (BY METROLINK)
- 21) ADJUST TO GRADE
- 22) RESET EXIST. TVD (BY METROLINK)
- (23) CONSTRUCT MODIFIED MINI-HIGH PLATFORMS PER SCRRA STD ES3101, TYPE AS SHOWN PER SHEET DT-02
- (24) INSTALL BLACK AND WHITE DETECTABLE WARNING TILE PER SCRRA ES3102
- (25) FILL IN GAPS PER CALTRANS STD P20
- (26) CONSTRUCT CONCRETE PAVEMENT PER ARCHITECTURAL DRAWINGS
- (27) INSTALL LANDSCAPING PER ARCHITECTURAL DRAWINGS
- (28) CONSTRUCT 6" CURB AND GUTTER PER SPPWC STD PLAN 121-3 MODIFIED PER DETAIL 28 ON SHEET DT-01
- (29) CONSTRUCT CROSS GUTTER PER SSPWC 122-3, MODIFIED PER PLAN
- (30) INSTALL SCRRA TYPE 16 SIGN PER STD DWG ES3323
- (31) INSTALL SCRRA MODIFIED SIGN R5-1 PER STD DWG ES3101, DIMENSIONS MODIFIED PER DT-02
- 32) RELOCATE
- 33) REPLACE IN KIND
- (34) INSTALL FENCE PER SCRRA STD ES5105
- (35) INSTALL BOLLARDS PER ES5107, MODIFIED PER DT-01
- 36) CONSTRUCT DRIVEWAY PER SSPWC 110-2 TYPE C MOD PER PLAN

LEGEND

AC PAVEMENT

GRIND PLATFORM LANDSCAPE

CONCRETE SURFACE DETECTABLE WARNING SURFACE

DIRECTIONAL BAR DETECTABLE WARNING SURFACE

PERVIOUS PAVEMENT

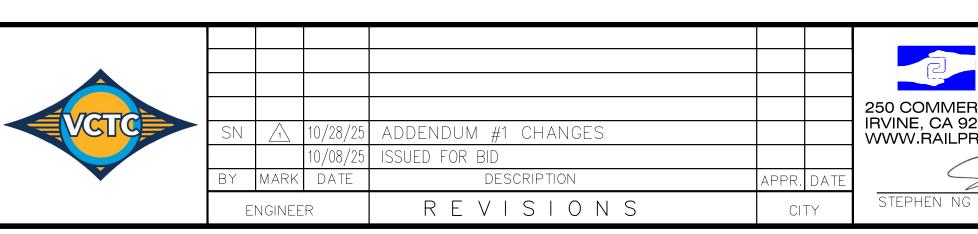
BASE MATERIAL **ISSUE FOR BID**

Underground Service Alert Call: TOLL FREE 1-800 227-2600 TWO WORKING DAYS BEFORE YOU DIG

CITY OF CAMARILLO, CA

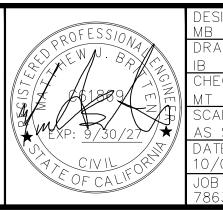
MILE POST 413.3

SANTA BARBARA SUBDIVISION



RAILPROS 250 COMMERCE, SUITE 200 E-MAIL: INFO@RAILPROS.COM IRVINE, CA 92602 WWW.RAILPROS.COM PHONE: (714) 734 - 8765 DATE: **10/8/2025**

R.C.E. 80588 FXP. 03-31-27



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GN BY:		5	
VN BY:	REVIEWED BY:AUBREY SMITH	DATE:	
CKED BY:	APPROVAL BY:	DATE:	
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:	DIRECTOR OF PUBLIC WORKS		
7/25	VENTURA COUNTY		FOR
NUMBER: 16	TRANSPORTATION COMMISSIO	Ν	VE

CITY OF CAMARILLO, CA CAMARILLO STATION ADA **IMPROVEMENTS PROJECT**

CIVIL SITE PLAN SHEET 3 OF 3

 $mreve{\mathsf{E}}m\mathsf{N}\mathsf{TURA}$ county transportation commission $^{ extstyle{2}3}$ of 55 sheets

SHEET

SP-03

AGREEMENT BETWEEN VENTURA COUNTY TRANSPORTATION COMMISSION AND

[CONTRACTOR]

CAMARILLO STATION AMERICANS WITH DISABILITES (ADA) IMPROVEMENT PROJECT

RECITALS

- A. In accordance with the applicable provisions of State law, including the Public Contract Code, and local law, VCTC issued an Invitation for Bids (IFB) to contractors with requisite experience and expertise to submit Bid Proposals for the referenced Project.
- B. In response to the IFB, the CONTRACTOR submitted Bid Documents and a Cost Proposal, which are incorporated herein as Exhibit B. VCTC found them to be responsive.
- C. After reviewing all Bid Proposals submitted in response to the IFB, VCTC found the CONTRACTOR to be the lowest responsible Bidder, and VCTC awarded this Agreement to the CONTRACTOR at a regular Commission meeting on [DATE].

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):
Incorporated in the State of California	
The Project Manager for the CONTRACTOR will be:	

The Contract Administrator for VCTC will be: Aubrey Smith

- B. The Parties understand and agree that work to be performed under this AGREEMENT is the Camarillo Station ADA Improvement Project described in Article III Statement of Work, Exhibit A to this Agreement "Camarillo Station ADA Improvement Project Description," and the approved CONTRACTOR's Bid Documents and Cost Proposal dated [DATE]. The approved CONTRACTOR's Bid Documents and Cost Proposal are attached hereto (Exhibit B) and incorporated by reference. If there is any conflict between the approved Bid Documents/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. Union Pacific Railroad (UPRR), LOSSAN Rail Corridor Agency. and Southern California Regional Rail Authority (SCRRA) and their respective Boards, Commissions, 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.
- 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. Contractor shall be responsible for paying all taxes applicable during the performance of the Work or portions thereof, whether or not said

taxes were in effect on or increased after the date of Bid opening.

- 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

- CONTRACTOR shall actively participate in weekly construction progress meetings led by the Construction Management firm. These meetings shall serve as a the primary forum for discussing project progress, schedule status, submittals, RFIs, safety, quality control, change management, and any issues affecting construction activities The CONTRACTOR'S Project Manager and Superintendent shall attend all progress meetings, along with key subcontractors as appropriate. The Contract shall be prepared to report on:
 - a. Work completed during the previous week;
 - b. Work planned for the upcoming week;
 - c. Schedule updates and impacts to critical path activities;
 - d. Submittals, RFIs, and change order status; and
 - e. Any safety, quality, or coordination issues requiring VCTC or CM attention.

The CONTRACTOR shall promptly address all action items assigned during these meetings to maintain progress and contract compliance.

B. CONTRACTOR's Project Manager shall meet with VCTC's Contract Administrator and Construction Management firm on a weekly basis, 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 Camarillo Station ADA Improvement Project, hereinafter referred to as "Project", located in Ventura County, California as further described and depicted in Exhibit A. Under the Scope of Work, CONTRACTOR shall complete all construction services as specified in the Project plans and specifications as attached in Exhibit A, including the SCRRA Standard Specifications, which are incorporated by reference. All rights of "Authority" and/or "SCRRA" in the SCRRA Standard Specifications shall be deemed to also refer to VCTC for purposes of this Agreement. The Scope of Work shall also include coordination with the VCTC, Union Pacific Railroad (UPRR), Los Angeles-San Diego-San Luis Bispo (LOSSAN) Rail Corridor Agency, Southern California Regional Rail Authority (SCRRA).

The scope of work generally includes, but is not limited to:

- a. Demolition and site preparation, including removal and disposal of existing pavement, structures, and appurtenances as required;
- b. Construction of new accessible paths of travel, ramps, sidewalks, and platform modifications to meet current ADA standards and U.S. Department of Justice (DOJ) and California Building Code (CBC) accessibility requirements;
- c. Installation of new detectable warning surfaces, signage, handrails, and tactile elements:
- d. Modifications to station platforms and access points, including boarding areas, curb ramps, accessible parking stalls, and crosswalk improvements;
- e. Drainage, electrical, lighting, and communication system adjustments associated with the improvements;
- f. Coordination with rail operations (e.g., Union Pacific, Metrolink, Amtrak) to maintain safe access and avoid service disruptions;
- g. Traffic control, pedestrian access, and public safety measures to ensure continuous station operations during construction; and
- h. Restoration and cleanup of all disturbed areas upon completion of the work.

B. Standard of Performance

CONTRACTOR shall perform all work required pursuant to this Agreement in a skillful, diligent, an workmanlike manner, consistent with industry standards and best construction practices for public work projects of similar size and complexity. All labor, materials, and equipment furnished shall be of good quality and free from defects, and all work shall strictly conform to the Contract Documents, including the plans, specifications, and applicable codes and standards.



CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction, and for the supervision, coordination, and direction of its personnel and subcontractors to ensure that the work is completed safely, on schedule, and in accordance with the Contract requirements.

All work products, installations, and finished construction shall be completed in a first-class, substantial manner and shall meet the quality standards ordinarily expected of a qualified and experienced construction contractor performing similar work.

. Assignment of Personnel

CONTRACTOR shall provide and maintain at all times a competent and experienced Project Manager and Superintendent who shall have full authority to act on behald of the CONTRACTOR in all matters related to the Work. The CONTRACTOR shall furnish a sufficient number of qualified personnel, laborers, and supervisors to ensure that the Work is performed diligently, safely, and in accordance with the Contract documents pursuant to this Agreement.

The selection, assignment, and management of the CONTRACTOR's personnel shall be at the sole responsibility of the CONTRACTOR. However, if VCTC or its Construction Management firm reasonably determines that any individual employed by the CONTRACTOR or its subcontractors is unqualified, careless, incompetent, disruptive, or otherwise detrimental to the progress or quality of the Work, VCTC may issue a written request for that individual's removal from the Project. Upon receipt of such notice, the CONTRACTOR shall promptly remove and replace the individual with qualified personnel acceptable to VCTC.

The CONTRACTOR shall ensure that all personnel assigned to the Project comply with applicable safety regulations, site rules, and professional conduct standards at all times.

D. 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.



E. 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 Federal Government. Costs incurred by CONTRACTOR for meetings, subsequent to the initial meeting, are included in the fee.

F. Checking Shop Drawings

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



G. CONTRACTOR Services During Construction

CONTRACTOR's shall furnish all labor, materials, equipment, tools, supervision, and incidentals necessary to complete the Project, in full accordance with the plans,



specifications, and contract documents.

H. Documentation and Schedules

The CONTRACTOR shall be fully responsible for the development, implementation, and maintenance of the Project Construction Schedule. The schedule shall show the sequence, duration, and interrelation of all construction activities required to complete the Work in accordance with the Contract Documents and within the specified Contract Time. Within fourteen (14) calendar days after issuance of the Notice of Proceed (NTP), the CONTRACTOR shall prepare and submit a Baseline Construction Schedule for review and acceptance by VCTC and its Construction Management Firm. The schedule shall be prepared using a Critical Path Method (CPM) format and shall include resource loading, milestone dates, procurement activities, submittals, and coordination with utilities or third parties as applicable.

The Contractor shall update the schedule on a monthly basis or more frequently if directed by VCTC or the CM firm, reflecting actual progress, changes in sequencing, or impacts to the critical path. All updates shall include a written narrative identifying progress achieved, reasons for any delays, and proposed recovery measures if the project falls behind schedule.

The CONTRACTOR shall furnish all resources, materials, equipment, and qualified personnel necessary to maintain progress and achieve substantial completion within the approved schedule.

The CONTRACTOR shall also document work progress and results to the satisfaction of VCTC, and if applicable, the State and any federal funding agencies, including any reports or deliverables required to demonstrate compliance with the Contract or funding requirements.

I. Americans with Disabilities Act Compliance

While the Contractor is not responsible for designing the Project to comply with provisions of the Americans with Disability Act of 1990 ("ADA"), Contractor is responsible for constructing the Project in accordance with the Agreement, Plans, and Specifications. Where deviations from the contract documents result in a condition that violates the ADA, the Contractor will be responsible for repair and or replacement of the Work bringing it into compliance with the ADA. If during the construction of the Project, the Contractor discovers anything that would result in completed Work being non-compliant, they must immediately notify VCTC. VCTC may engage the services of a Certified Access Specialist ("CASp") who would be responsible for confirming the Work or portions thereof have been constructed in accordance with the contract documents and comply with the ADA.



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 plane, 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], 2027 or Notice of Project Completion issued by VCTC, whichever is later, unless extended by AGREEMENT amendment or terminated sooner pursuant to the provisions herein.

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CONTRACTOR shall complete the work within three hundred and sixty (360) working days after issuance of the Notice to Proceed (NTP). CONTRACTOR shall develop and maintain a Project Schedule that outlines the sequencing of work activities, key milestones, and critical path necessary to achieve timely completion of the project.

The Project Schedule may be adjusted by the CONTRACTOR as necessary to reflect acutal-progress, changes in means and methods, or unforeseen conditions encountered during-construction. CONTRACTOR shall keep VCTC informed of significant schedule changes that may affect milestone dates or project completion.

Minor schedule adjustments that do not impact the overall contract duration do not require formal approval. However, any revisions that would extend the total contract time are subject to review and approval by VCTC.

Failure to complete the work in accordance within the Contract Time may subject the CONTRACTOR to Liquidated Damages as specified in Section E below.

- C. As this is a construction project for an important piece of public infrastructure, time is of the essence and CONTRACTOR shall strictly adhere to the Project Schedule to complete the work during the foregoing time period, including dedicating sufficient resources and personnel to meet the timeline.
- D. CONTRACTOR understands and agrees that any recommendation for AGREEMENT award prior to full execution and approval of this AGREEMENT by VCTC was not binding on VCTC.
- E. CONTRACTOR shall complete the work called for under the Agreement in all parts and requirements within the number of days specified in this Agreement and the Project Schedule. It is agreed by the parties of the Agreement that in case all the work called for under the Agreement is not completed before or upon the expiration of the time limit as set forth in the Scope of Work and Project Schedule, damage will be sustained by VCTC, and that it is and will be impracticable to determine the actual damage which the VCTC will sustain in the event of and by reason of such delay; and it is therefore agreed that CONTRACTOR will pay VCTC the sum of \$2,000 per calendar day as Liquidated Damages, and not as penalty, for each and every day's delay beyond the time prescribed to complete the Scope of Work and Project Schedule; and the CONTRACTOR agrees to pay such liquidated damages as herein provided, and in case the same are not paid, agrees that VCTC may deduct the amount thereof from any money due or that may become due the CONTRACTOR under the Agreement.

It is further agreed that in case the work called for under the Agreement is not finished and completed in all parts and requirements within the time specified in the Scope of Work and Project Schedule, VCTC shall have the right to extend the time for completion or not, as may seem best to serve the interest of VCTC; and if VCTC decided to extend the time for completion of the Agreement, it shall further have the right to charge to the CONTRACTOR, the CONTRACTOR's heirs, assigns, or sureties, and to deduct from the final payment for the Work, all or any part as it may seem proper, of the actual cost of engineering, inspection, superintendence and other overhead expenses which are directly chargeable to the Agreement and which accrue during the period of such extension, except that the cost of final

surveys and preparation of final estimate shall not be included in such charges.

CONTACTOR shall not be assessed liquidated damages nor the cost of engineering, inspection, superintendence and other overhead expenses during any delay in the completion of the Work caused by acts of God or of the public enemy, acts of the City, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; provided, that CONTRACTOR shall within ten (10) calendar days from the beginning of any such delay notify the Contractor Administrator in writing of the causes of delay, who shall ascertain the facts and the extent of delay, and the Contractor Administrator's finding of facts thereon shall be final and conclusive.

If CONTRACTOR is delayed by any act of VCTC, not contemplated by the Agreement, the time of completion shall be extended proportionately and CONTRACTOR shall be relieved during the period of such extension of any claim for Liquidated Damages, engineering or inspection charges, overhead expenses, or other costs. If the Contractor requests an extension of time pursuant to this Section, CONTRACTOR shall provide a justification in the form of a Time Impact Analysis (TIA) for such extension in accordance with the Specifications. VCTC will evaluate the TIA and supporting facts and determine whether or not the Contractor is entitled to an extension of time under the provisions of this Agreement. CONTRACTOR shall have no claim for any other compensation for any such delay beyond an extension of time.

VCTC's assessment and collection of Liquidated Damages, engineering or inspection charges, overhead expenses or other amounts as contemplated herein are cumulative and in addition to and not exclusive to any other rights and remedies VCTC may be provided by law, equity, or under this AGREEMENT.

ARTICLE V - ALLOWABLE COSTS AND PAYMENTS



The method of payment for this AGREEMENT will be based on the schedule of prices and quantities. The schedule of prices and quantities paid to CONTRACTOR will include compensation for all work and deliverables, including fulnishing all labor (including supervision), travel, materials, bond costs, financing costs, insurance 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 per line item. 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 impose Liquidated Damages, delay or reduce 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. VCTC shall withhold, as a retention, 5% of the value of each payment due hereunder until all Work required under the Agreement has been completed and approved by VCTC and appropriate audits of the Work under the Agreement has been performed by VCTC.
- E. 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: Aubrey Smith 751 E. Daily Dr., Suite 420 Camarillo, CA 93010

F.	The total amount payable by VCT	Сρι	ursuan	t to this A	greemen	nt and for this	Project sh	all not
	exceed \$	<u>.</u>						

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. The following is an illustrative, but not exclusive list, of circumstances constituting breach of a material provision of the AGREEMENT, Contractor:
 - a. failed or refuses to supply either properly skilled workers, a sufficient work force, proper materials or suitable equipment for the Work or supervision to prosecute the Work at a rate necessary to complete the Work within the time required by the Agreement, in accordance with the Project Schedule, or otherwise failed to perform the Work diligently and in compliance with the Project Schedule in accordance with the terms of the Agreement; or
 - b. disregarded laws, ordinances, rules and regulations, or orders of a public authority having jurisdiction; or
 - c. consistently produces defective or nonconforming Work; or
 - d. fails or refuses to replace or correct defective or nonconforming Work; or
 - e. otherwise materially breached the terms and conditions of the Agreement; or

- f. Is adjudged bankrupt, makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of its insolvency.
- C. If after VCTC issues a notice to cure, 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.
- D. 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.
- E. 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.
- F. 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.
- G. In the event of termination for convenience, CONTRACTOR shall be compensated for work satisfactorily completed and approved by VCTC prior to termination consistent with this AGREEMENT.
- H. 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, 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 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 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 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. Should there be a need to substitute a subcontractor after execution of Contract, any increased costs or expenses associated with such substitution shall be at the Contractor's sole expense.

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/DAVIS BACON

- 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 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.

A.

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 the Federal government 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 FTA 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 FTA 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 FTA Administrator or the Comptroller General of the United States.

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

This is an acknowledgement that FTA 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, FTA policies, procedures, and directives as currently applicable and as may be amended from time to time whether or not specifically referenced herein. In addition, CONTRACTOR shall comply with all required contract clauses specified in Exhibit D attached hereto and incorporated herein.

ARTICLE XXIII - NO OBLIGATION BY FEDERAL GOVERNMENT

VCTC and CONTRACTOR acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation of this Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to VCTC, CONTRACTOR or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the Contract. CONTRACTOR shall include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions..

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 subcontract until CONTRACTOR has obtained all insurance required herein for the subcontractor(s). CONTRACTOR shall maintain all required insurance listed herein for the duration of 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 and Automobile Liability 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. Umbrella/Excess Policy. CONTRACTOR shall maintain an excess/umbrella policy beyond the aforementioned limits of \$5,000,000.

- d. Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:
 - i. 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, California Department of Transportation (Caltrans), Southern California Regional Rail Authority (SCRRA), Los Angeles-San Diego-San Luis Obispo (LOSSAN) Rail Corridor Agency, Union Pacific Railroad (UPRR) and their respective 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.

ARTICLE XXVII - CONTRACTOR'S WARRANTY

CONTRACTOR warrants to VCTC that materials, parts and equipment incorporated by the Contractor in the Work shall meet all applicable Code requirements and Contract requirements and the Specifications, and shall be new, high grade, and that all Work will be of good quality, free from faults and defects and in conformance with the Agreement, Plans and Specifications. Materials and equipment shall be at least of the quality specified, and if no quality is specified, then the material and equipment shall be of commercial grade, suitable for heavy public use in facilities of similar size and use. The quality of construction, installation, and craftsmanship of all Work shall be in accordance with the generally accepted standards in the Ventura County Area applicable to construction work of public facilities similar to the Project. Materials and Workmanship comprising the Work are subject to the Contract Administrator's approval. Used or secondhand materials, parts and equipment may be used only if approved in writing by the Contract Administrator.

All Work not conforming to these requirements, including substitutions of materials and equipment that VCTC did not approve and authorize, may be considered Non-Conforming and defective. If required by the VCTC Contract Administrator, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment incorporated into the Work. This warranty

is not limited by the provisions of any portions of the Contract, Plans or Specifications or by any requirements of any Code.

The entire Work shall be warranted against defects in materials and workmanship for a period of one year from the date of completion of the Work, unless a longer period is indicated in the Specifications. Said warranties shall be guaranteed by Contractor's performance bond. Contractor shall repair, replace or reperform the work to remedy all defects in materials and workmanship to the satisfaction of the Contract Administrator, at no additional cost to VCTC.

ARTICLE XXIX – CHANGES

VCTC reserves the right to make such alterations, deviations, additions to, or deletions from the plans and specifications, including the right to increase or decrease the quantity of any item or portion of the Work or to delete any item or portion of the Work, as may be deemed by the Contract Administrator to be necessary or advisable and to require such extra work as may be determined by the Contract Administrator to be required for the proper completion or construction of the whole work contemplated.

Those changes will be set forth in a contract change order which will specify, in addition to the work to be done in connection with the change made, adjustment of contract time, if any, and the basis of compensation for that work. A contract change order will not become effective until approved by VCTC.

Upon receipt of an approved contract change order, the Contractor shall proceed with the ordered work. If ordered in writing by the Contract Administrator, the Contractor shall proceed with the work so ordered prior to actual receipt of an approved contract change order therefore. In those cases, the Contract Administrator will, as soon as practicable, issue an approved contract change order for the ordered work and the provisions in Article XXX, "Procedure and Protest," shall be fully applicable to the subsequently issued contract change order. If the Contractor determines that a time extension is warranted, the Contractor shall submit a Time Impact Analysis conforming to the requirements described in Specifications.

When the compensation for an item of work is subject to adjustment under the provisions of this Article, the Contractor shall, upon request, furnish the Contract Administrator with adequate detailed cost data for that item of work. If the Contractor requests an adjustment in compensation for an item of work, the cost data shall be submitted with the request.

ARTICLE XXX - PROCEDURES AND PROTEST

A contract change order approved by the Contract Administrator may be issued to the Contractor at any time. Should the Contractor disagree with any terms or conditions set forth in an approved contract change order not executed by the Contractor, the Contractor shall submit a written protest to the Engineer within 15 days after the receipt of the approved contract change order. The protest shall state the points of disagreement, and, if possible, the Contract Specification references, quantities and costs involved. If a written protest is not submitted,

payment will be made as set forth in the approved contract change order, and that payment shall constitute full compensation for all work included therein or required thereby.

Un protested approved contract change orders will be considered as executed contract change orders.

Where the protest concerning an approved contract change order relates to compensation, Contractor shall keep full and complete records of the cost of that work and shall permit the Contract Administrator to have access thereto as may be necessary to assist in the determination of the compensation payable for that work. Where the protest concerning an approved contract change order relates to the adjustment of contract time for the completion of the Work, the time to be allowed therefore will be determined as provided in this Agreement and the Specifications.

Proposed contract change orders may be presented to the Contractor for consideration prior to approval by the Contract Administrator. If the Contractor signifies acceptance of the terms and conditions of the proposed contract change order by executing the document and if the change order is approved by the Contract Administrator and issued to the Contractor, payment in accordance with the provisions as to compensation therein set forth shall constitute full compensation for all work included therein or required thereby. A contract change order executed by the Contractor and approved by the Contract Administrator is an executed contract change Order and shall become part of this Agreement.

An approved contract change order shall supersede a proposed, but unapproved, contract change order covering the same work. The Contract Administrator may provide for an adjustment of compensation as to a contract item of work included in a contract change order determined, if that item of work is eligible for an adjustment of compensation thereunder as determined by the Contract Administrator.

ARTICLE XXXI - MISCELLANEOUS

- A. 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.
- B. Governing Law. The laws of the State of California shall govern this Agreement.
- C. Licenses and Permits. CONTRACTOR represents and warrants to VCTC that CONTRACTOR and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals, including from VCTC, of what-so-ever nature that are legally required to practice their respective professions. CONTRACTOR represents and warrants to VCTC that CONTRACTOR and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, CONTRACTOR and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from applicable government agencies.

- **D. Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between VCTC and CONTRACTOR shall survive the termination of this Agreement.
- **E. Attorney's Fees.** If a party to this Agreement brings any action, including arbitration or an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- **F. Venue**. In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Ventura or in the United States District Court for the Central District of California.
- **G. Severability**. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- H. No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- I. Notices. All notices and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given (i) when received if personally delivered; (ii) when received if transmitted by telecopy, if received during normal business hours on a business day (or if not, the next business day after delivery) provided that such facsimile is legible and that at the time such facsimile is sent the sending Party receives written confirmation of receipt; (iii) if sent for next day delivery to a domestic address by recognized overnight delivery service (e.g., Federal Express); and (iv) upon receipt, if sent by certified or registered mail, return receipt requested. In each case notice shall be sent to the respective Parties as follows:

CONTRACTOR Attention:					
VСТС					
Attention: Aubrey Smith					

751 E Daily Dr Ste 420, Camarillo, CA 93010 asmith@goventura.org

J. Integration. This Agreement, including all Exhibits attached hereto, and incorporated herein, represents the entire and integrated agreement between VCTC and CONTRACTOR and supersedes all prior negotiations, representations, or agreements, either written or oral pertaining to the matters herein.

- K. Counterparts. This Agreement may be executed in counterparts and/or by facsimile or other electronic means, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterpart, shall constitute one Agreement, which shall be binding upon and effective as to all Parties..
- L. Construction. The headings in this Agreement are for the purpose of reference only and shall not limit or otherwise affect any of the terms of this Agreement. The parties have had an equal opportunity to participate in the drafting of this Agreement; therefore any construction as against the drafting party shall not apply to this Agreement.
- **M. Amendment.** This Agreement may not be modified orally or in any manner other than in writing signed by both Parties.

[SIGNATURES ON FOLLOWING PAGE]



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

VENTURA COUNTY TRANSPORTATION	N COMISSION
Ву:	_
Date:	_
Martin R. Erickson	
Executive Director	
APPROVED AS TO FORM: VCTC	
Ву:	
Date:	
Lindsay D'Andrea	
General Counsel	
[CONTRACTOR]	
By:	_
Date:	
[CONTRACTOR SIGNATOR NAME AN	O TITLE]

EXHIBIT A

"Camarillo Station ADA Improvement Project Description"



EXHIBIT B
"CONTRACTOR's Cost Proposal"





EXHIBIT C

Federal Provisions

In the performance of Services under this Agreement, CONTRACTOR shall comply with the federal 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 or state funding.

