

Ventura County Transportation Commission

ADDENDUM NO. 2

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

ISSUED December 2, 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.

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 December 5 **December 18**, 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:

• Bids Due by 3:00 PM (PST) December 5, 2025 December 18, 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 E - DESIGN PLANS

A list of Plan Sheet updates are provided below:

a.	G-03	Abbreviations and Symbols
b.	G-04	Key Map
c.	G-07	Phasing Key Map
d.	G-08	Phase 1
e.	G-09	Phase 2
f.	G-10	Phase 3
g.	G-11	Phase 4
h.	G-12	Phase 5
i.	DT-02	Civil Details
j.	XS-01	Civil Site Typical Cross Sections
k.	XS-02	Civil Site Typical Cross Sections
l.	DM-01	Demolition Plan Sheet 1 of 3
m.	DM-02	Demolition Plan Sheet 2 of 3
n.	SP-01	Civil Plan Sheet 1 of 3
ο.	SP-02	Civil Plan Sheet 2 of 3
p.	SP-03	Civil Plan Sheet 3 of 3
q.	HC-01	Horizontal Control 1 of 2
r.	GD-01	Composite Grading Plan – Key Map
s.	GD-02	Grading and Drainage Sheet 1 of 4
t.	GD-03	Grading and Drainage Sheet 2 of 4
u.	GD-04	Grading and Drainage Sheet 3 of 4
٧.	GD-05	Grading and Drainage Sheet 4 of 4
w.	S-01	Mini-High Platform Plan
х.	S-02	Mini-High Platform Plan, Reinforcement Details Sheet 1 of 2
у.	S-03	Mini-High Platform Plan, Reinforcement Details Sheet 2 of 2
z.	SS-02	Striping and Signage, Plan Sheet 2 of 3

5) Section Exhibit F - CONTRACT AGREEMENT

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

Add Section F. below:

F. Force Majeure: VCTC will grant an extension of time for any portion of a delay in completion of the Work caused by acts of God or the Public enemy, wars, civil disturbances, fires, floods, earthquakes, epidemics, quarantine restrictions, freight embargoes, strikes or weather more severe than normal, when satisfactory evidence of such cause is presented by the Contractor, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault of negligence of the Contractor and could not be overcome by the exercise of due diligence or planning of the Contractor. Contractor shall further pursue its best efforts to resume performance as quickly as possible and shall suspend performance only for such period of time as is necessary as a result of the Force Majeure event.

Such qualifying Time Extensions shall be approved in the discretion of VCTC. In order to be eligible for Time Extension, Contractor shall notify VCTC in writing within ten (10) days from the time that Contractor knew or should have known about delays caused by the Force Majeure justifying a Time Extension pursuant to this Section and shall reflect such schedule impacts in the immediate Project schedule that follows such event.

REMINDER THE DEADLINE TO SUBMIT BIDS TO THIS IFB IS **THURSDAY**, **DECEMBER 18**, **2025 BY 3:00 PM (PST)**.

-End of Document-



BID SHEET

Project Name: Design Level: Camarillo Station ADA Improvements Project

Addendum #2

Last Updated: November 25, 2025

NO.	SPEC / REFERENCE	WORK DESCRIPTION	UNIT	QUANTITY		UNIT COST	TOTAL COST	Location of the Pay Item
SCHEDL	JLE A - BASE BID				•			<u> </u>
1 GENER	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				_		-	
2.1	01 14 19	Utility Relocation (Allowance)	AL	1	\$	75,000.00	\$ 75,000.00	Allowance
2.2	01 11 16	UPRR Required Utility Observation (Allowance)	AL	1	\$	50,000.00	\$ 50,000.00	Allowance
3 DEMO	LITION							
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	1				West and East Mini High Platforms
3.06	31 11 50	Remove Curb Only	LF	1,366				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

Project Name:

BID SHEET

Name: Camarillo Station ADA Improvements Project
Level: Addendum #2

Design Level: Addendum #2
Last Updated: November 25, 2025

NO	SPEC / REFERENCE	WORK DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST	Location of the Pay Item
	ERIOR IMPROVEMENTS	World Description	0	Qo/ at 1111	01111 0001	101712 0001	200ddon or the ray tom
4.0		Construct 4" PCC Sidewalk on 6" Base per SSPWC STD Plan 112-2	SF	9,916			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			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	317			West Parking Lot
4.0	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
4.0	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
4.1	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	03 21 00, 03 31 00, 05 52 00, 05 55 00, 08 70 00, 09 61 50, 09 90 00	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
4.1	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 ES31013	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 SCRR/(ES3201/ES3203 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
4.2		Construct AC Pavement Per Detail 8 on Sheet DT-01	SF	7,534			West and East Parking Lot
4.22		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

BID SHEET



Project Name: Camarillo Station ADA Improvements Project
Design Level: Addendum #2
Last Updated: November 25, 2025

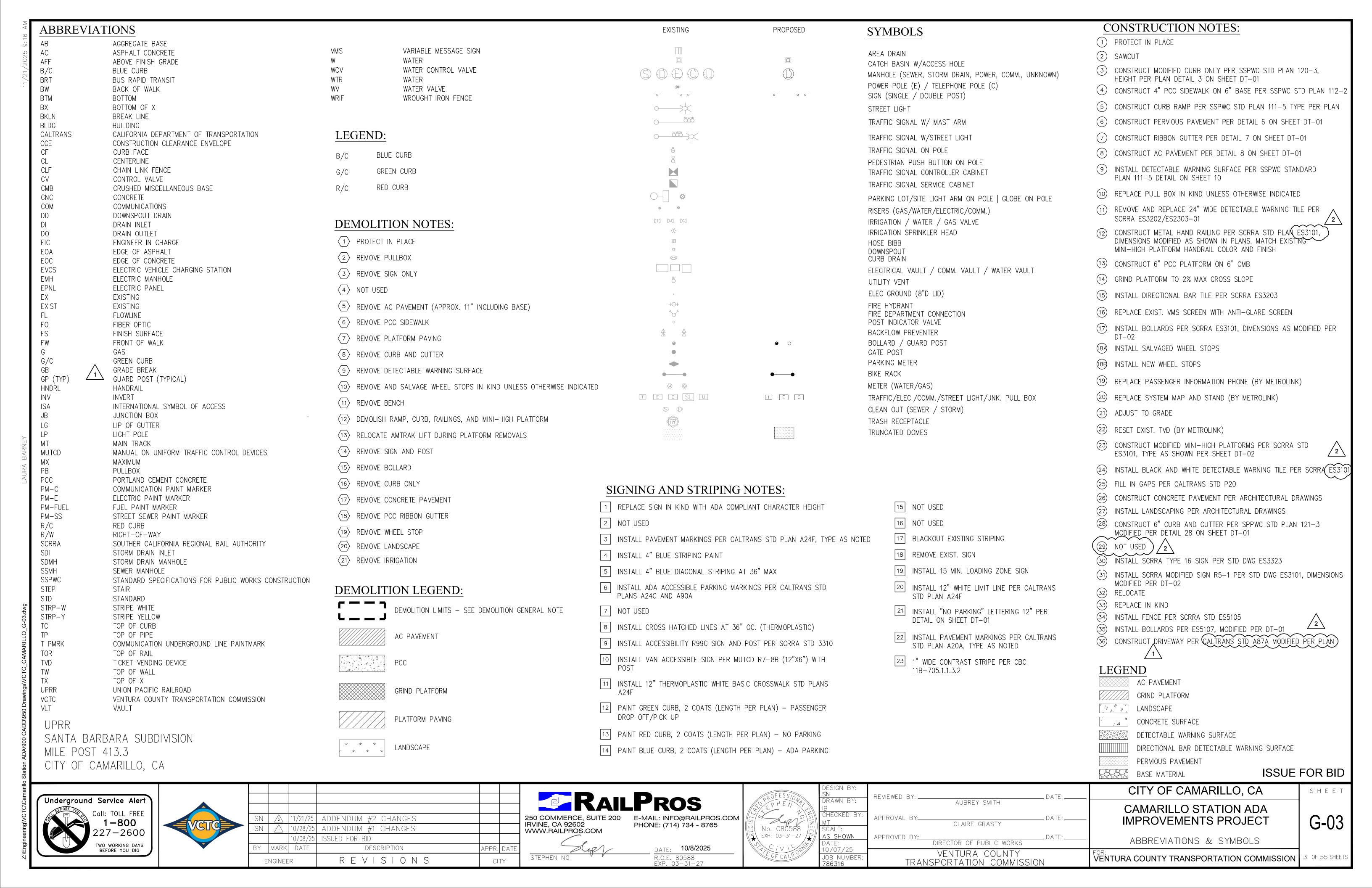
49~	SPEC / REFERENCE	WORK PESCRIPTION	~ HAHT~	~ QUANTITY~	~ UNIT-COST~	~~TQTALGD\$T~~	Location of the Pay Item
4.24	Caltrans A87A	Construct Driveway per Caltrans Std A87A Modified Per Plan	LS	1			Daily Drive Entrance 2
4.25	SCRRA ES3504	Replace Exist. Vivis Anti-glate Glass Per SCRRA STB Plat ES3504	EA	$\frac{1}{3}$			West Platform
4.26	SCRRA ES3323	Install SCRRA Type 16 Sign Per STD DWG ES3323	EA	2			Mini-High Platforms East and West
4.27	SCRRA ES3101	Install SCRRA Modified Sign R5-1 Per STD DWG ES3101	EA	4			Mini-High Platforms East and West
4.28	31 11 50	Relocate Light Pole	EA	1			East Parking Lot
4.29	31 11 50	Relocate Bench	EA	3			East Platform
4.30	32 17 13	Install Salvaged Wheel Stop	EA	15			West and East Parking Lot
4.31	32 17 13	Install New Wheel Stops	EA	4			West and East Parking Lot
4.32	32 17 23	Install Salvaged Accessibility Sign and Post R99C	EA	14			West and East Parking Lot
4.33	32 17 23	Install ADA Accessible Parking Markings Per Caltrans STD Plans A24C and A90A per Plan	EA	19			West and East Parking Lot
4.34	32 17 23	Install 12" White Cross Hatched Lines at 36" OC.(Thermoplastic)	SF	486			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
4.36	32 17 23	Install 4" Blue Striping Paint	SF	31			West and East Parking Lot
4.37	Caltrans STD Specs 84-9	Blackout Existing Striping	LS	1			West and East Parking Lot
4.38	MUTCD 3B.23	Paint Green Curb, 2 Coats (Length per Plan) - Passenger Drop off /Pick up	SF	970			Throughout site
4.39	MUTCD 3B.23	Paint Red Curb, 2 Coats (Length per Plan) - No Parking	SF	46			Throughout site
4.40	MUTCD 3B.23	Paint Blue Curb, 2 Coats (length per Plan) - ADA Parking	SF	478			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	9			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
4.54	31 11 50	Adjust Manhole	EA	1			West Parking Lot
4.55	SCRRA ES3101	Install Bollards Per SCRRA ES3101	EA	7			Mini-High Platform East
4.56	SCRRA ES5107	Install Bollards Per SCRRA ES5107	EA	36			West Platform
4.57	32 80 00	Install Irrigation / Retrofit existing lines	LF	465			West Parking Lot

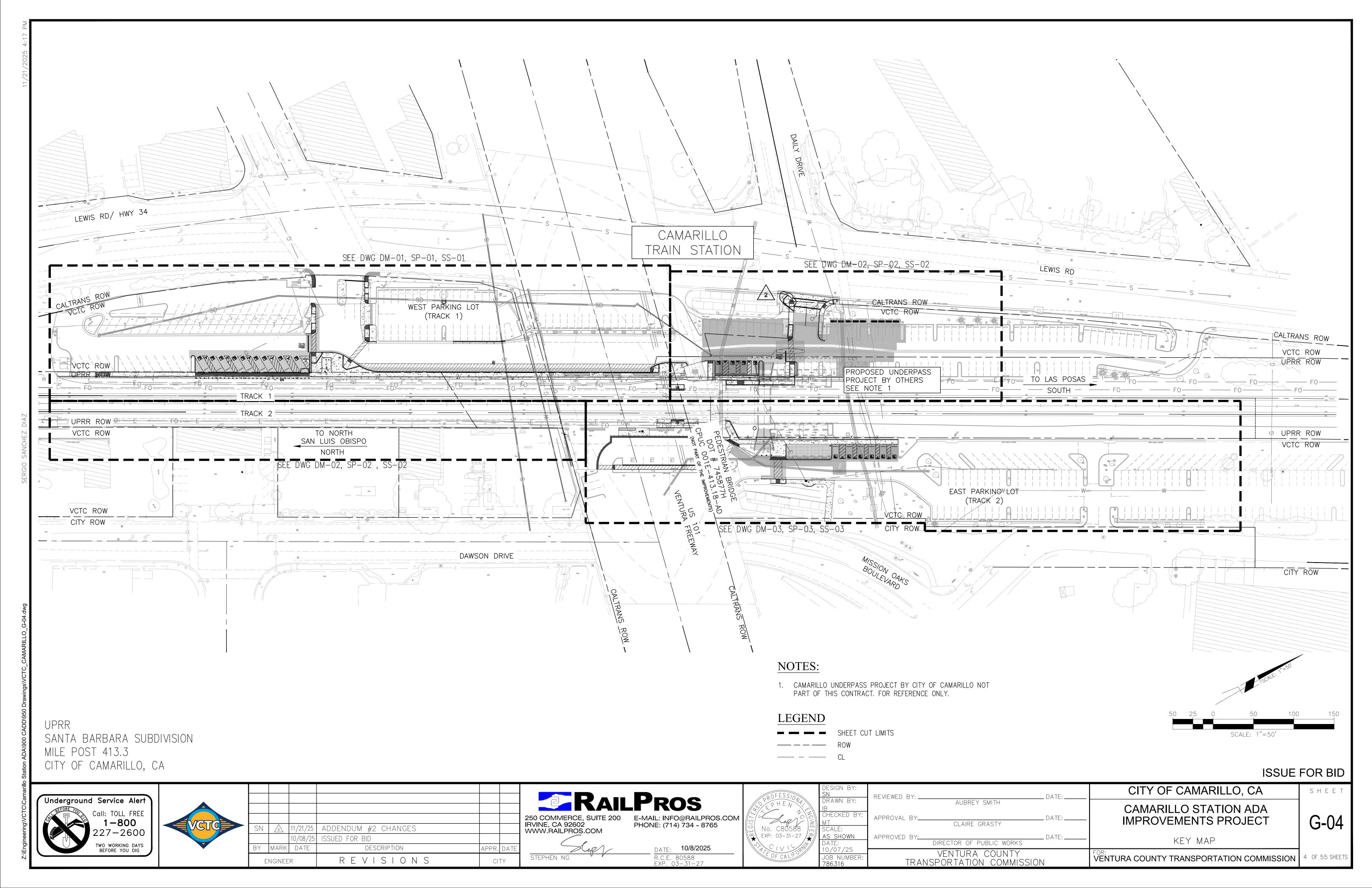
BID SHEET



Project Name: Camarillo Station ADA Improvements Project
Design Level: Addendum #2
Last Updated: November 25, 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		Install 1" Wide Contrast Stripe	LF	142			West Parking Lot
4.63	Caltrans ES-5B	Replace Traffic Loops in Kind per Caltrans ES-5B	JS.	1	~~~~~	~~~~~	Daily Drive Entrance
4.64	Caltrans ES-5D	Replace Traffic Loop Stubout in Kind per Caltrans ES-5D	LS	1	` ` ` ` ` ` ` ` ` ` ` ` ` ` ` ` ` ` `	[Daily Drive Entrance
4.65	Juni 32 12 10 mm	Geosynthetic Reinforcement	SQYD	ω_{544}	$\overline{}$		West Parking Lot
4.66	•	Relocate Crosswalk Push Button	EA	1			Daily Drive Entrance
W.		SCHI	STRUCTION COST:	\$ -			



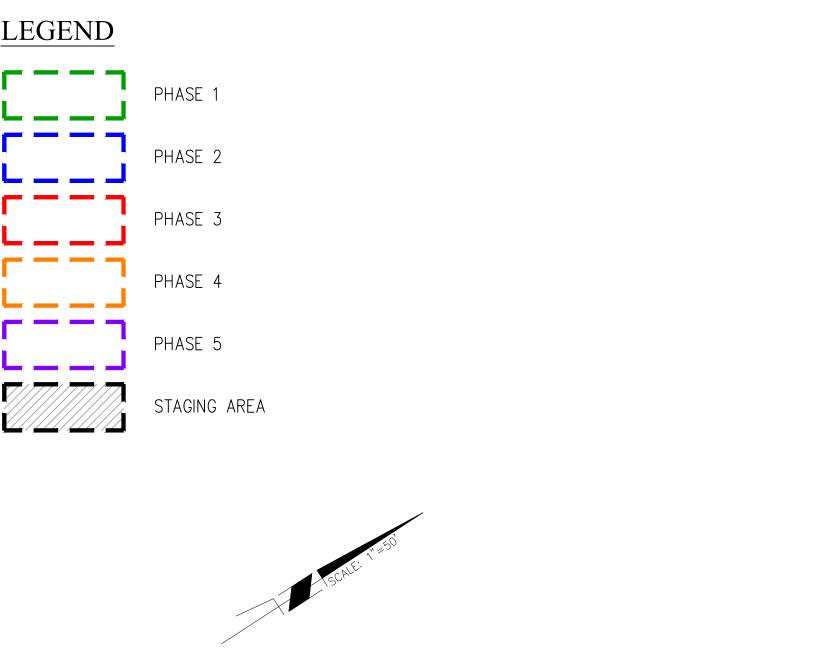


- AND/OR CROSSWALKS ARE UNDER CONSTRUCTION. CONTRACTOR TO PROVIDE SIGNAGE TO AND FROM PARKING LOTS, BUS AND TRAIN PLATFORMS DURING CONSTRUCTION.
- 3. NO FENCING, CONES, DELINEATORS OR OTHER OBSTRUCTIONS SHALL BE INSTALLED DURING TRACK PLATFORM CONSTRUCTION WORK WHICH INTERFERES WITH HORIZONTAL CLEARANCES 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.

- 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



SCALE: 1"=50'







	SN	2	11/21/25	ADDENDUM #2 CHANGES			2
•	SN	1	10/28/25	ADDENDUM #1 CHANGES			l IF
			10/08/25	ISSUED FOR BID			
	BY	MARK	DATE	DESCRIPTION	APPR.	DATE	
	E	nginee	R	REVISIONS	CI ⁻	ΓΥ	



DATE: **10/8/2025**

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



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		CLAIRE GRASTY		
	APPROVED BY:	DIRECTOR OF PUBLIC WORKS	DATE:	
		VENTURA COUNTY		ĘΟ

TRANSPORTATION COMMISSION

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

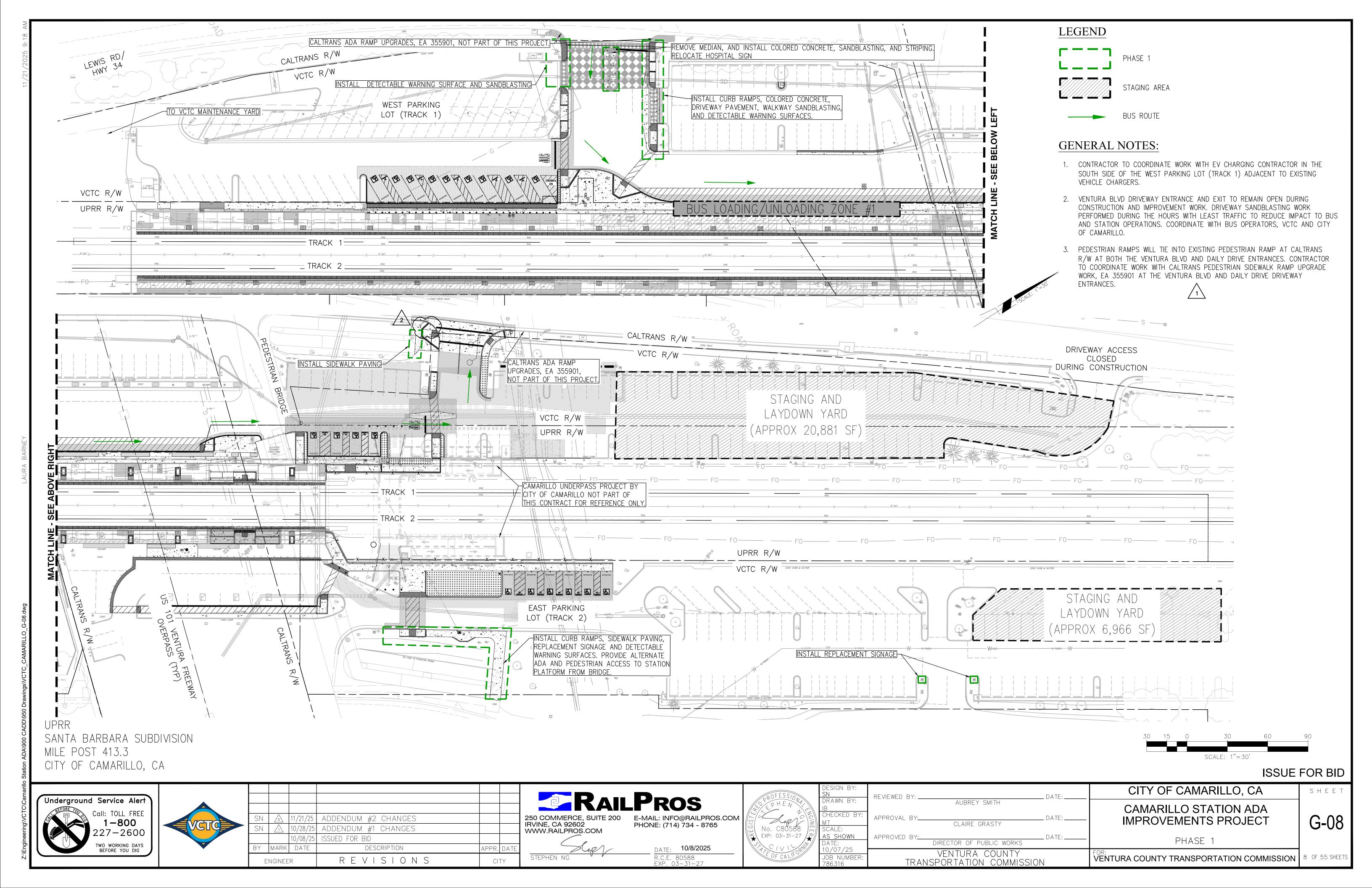
G-07

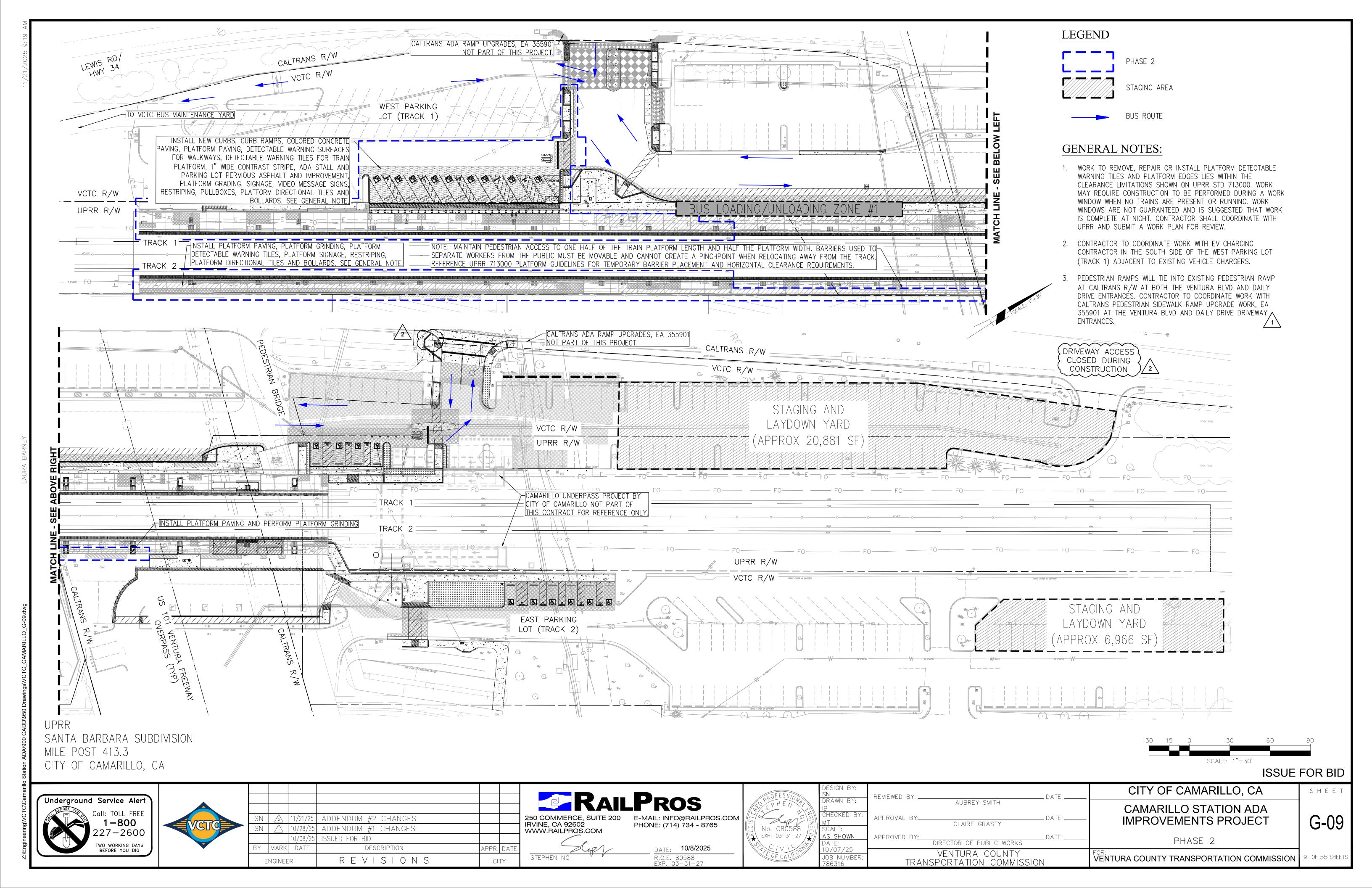
ISSUE FOR BID

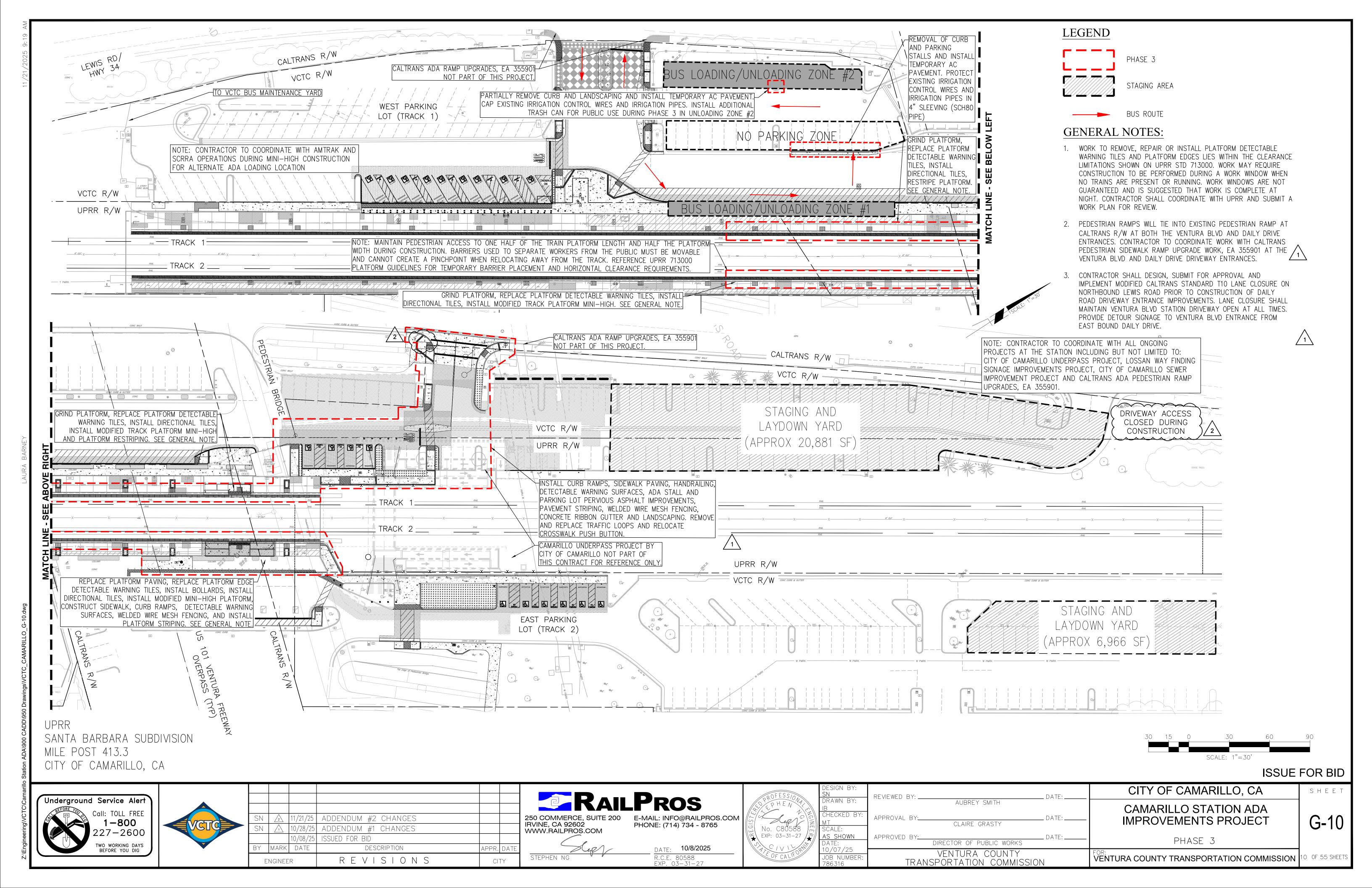
OF 55 SHEETS VENTURA COUNTY TRANSPORTATION COMMISSION

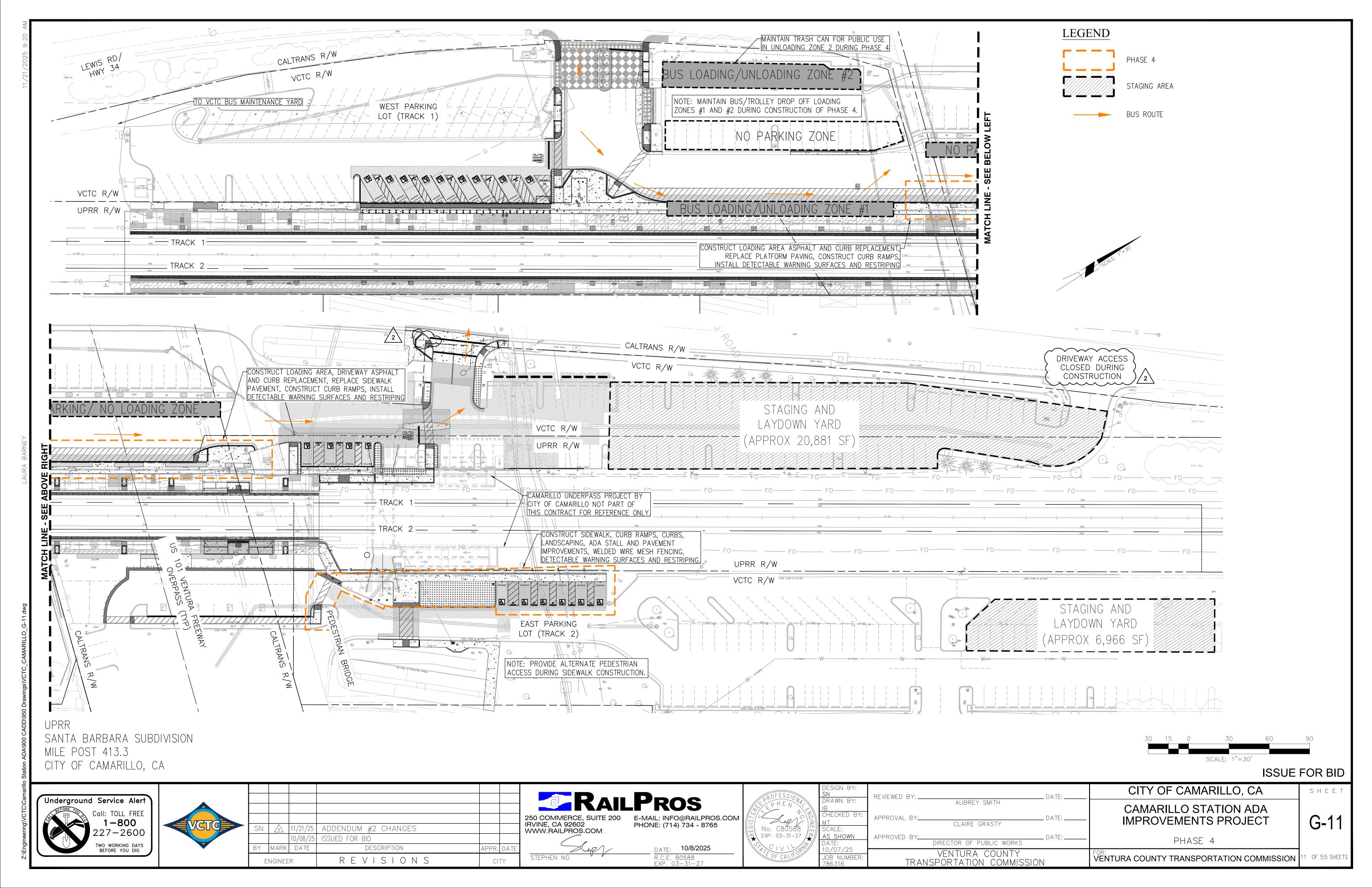
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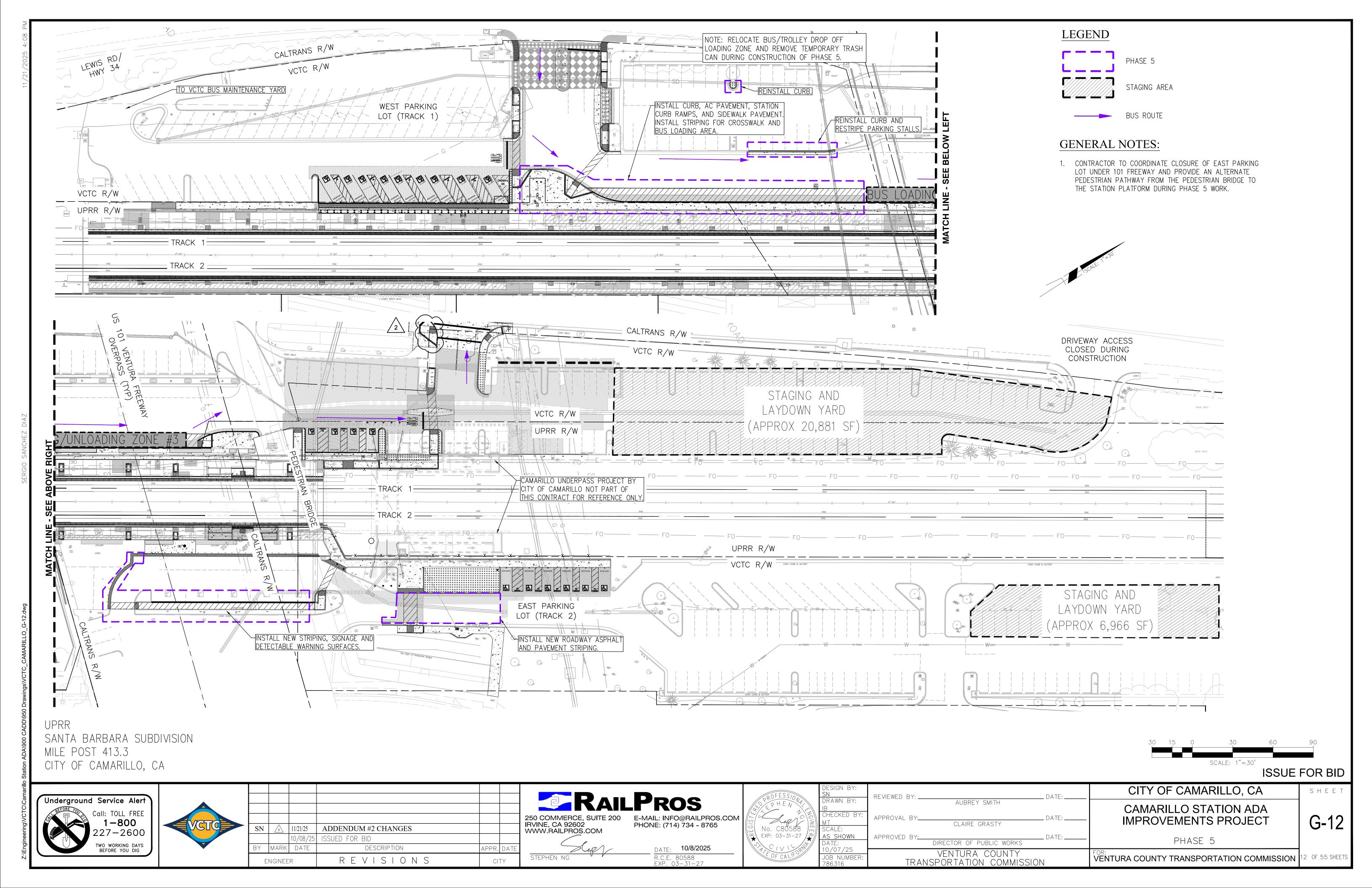
PHASING GENERAL NOTES: LEGEND 1. THIS PHASING PLAN IS PROVIDED ONLY AS A GUIDE. CONTRACTOR SHALL DEVELOP A PHASING PLAN WHICH SHALL BE REVIEWED AND APPROVED BY THE TEMPORARILY RELOCATED BUS LOADING AND UNLOADING ZONES DURING PHASES ENGINEER, VCTC AND OTHER STAKEHOLDERS. 3, 4, AND 5 OF CONSTRUCTION WORK. 2. MAINTAIN OR PROVIDE ADA ACCESS TO BOTH TRACK PLATFORMS AT ALL TIMES. CONTRACTOR SHALL MAINTAIN PUBLIC ACCESS TO ONE METROLINK TICKET PROVIDE ALTERNATE ADA ACCESS IF MAIN ADA RAMPS, PEDESTRIAN WALKWAYS, VENDING DEVICE DURING ALL PHASES OF CONSTRUCTION.

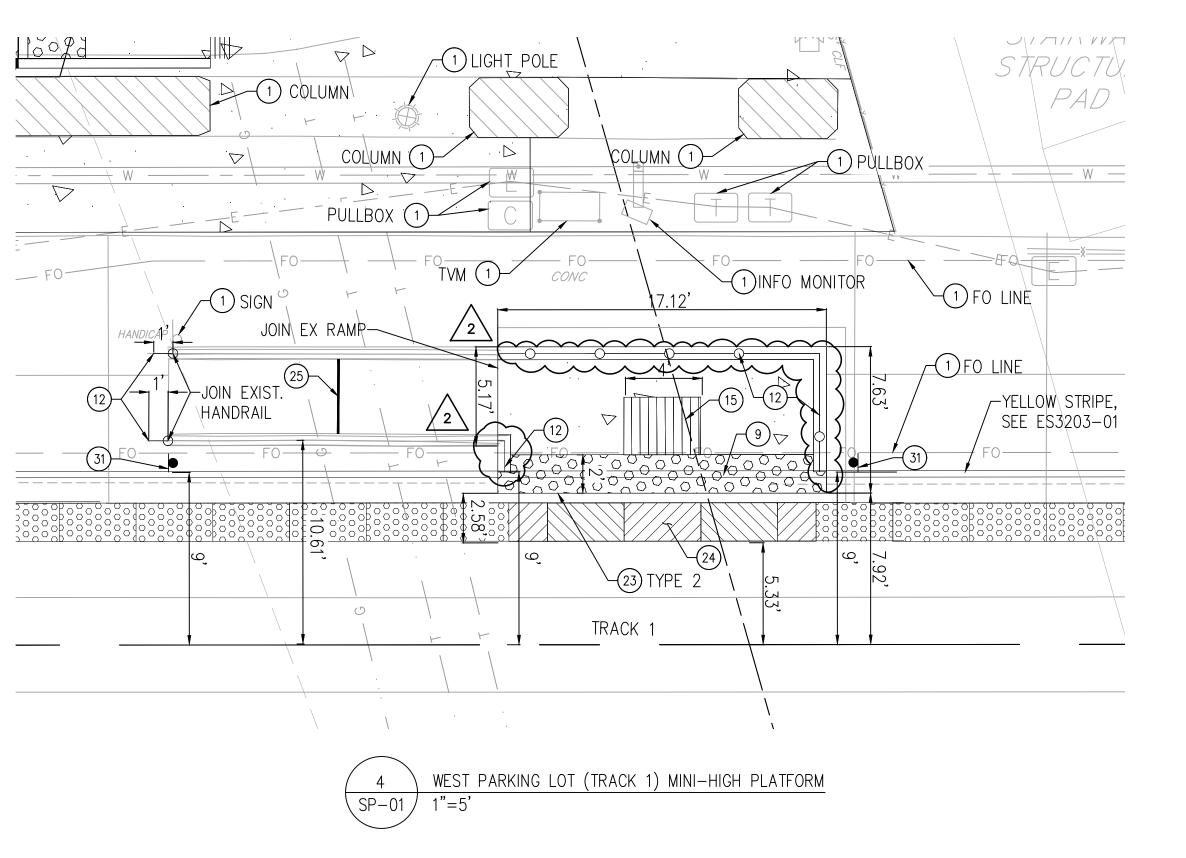


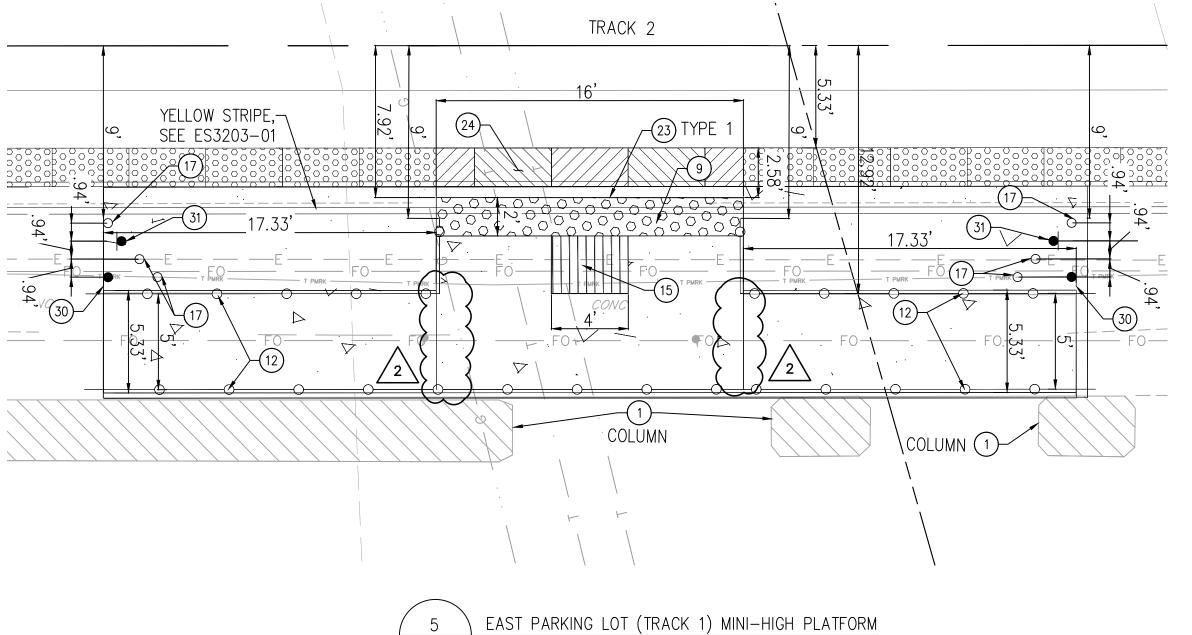












- 1. SEE STRUCTURAL SHEETS FOR STRUCTURAL SECTIONS AND DETAILS.
- 2. SEE GRADING SHEETS FOR GRADING DETAILS.
- 3. SEE UPRR 713000 PLATFORM GUIDELINES FOR MINIMUM HORIZONTAL CLEARANCE REQUIREMENTS

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.

NOTES:

\SP-03*/*

1"=5'

AC PAVEMENT

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CONCRETE SURFACE

DETECTABLE WARNING SURFACE DIRECTIONAL BAR DETECTABLE WARNING SURFACE

PERVIOUS PAVEMENT

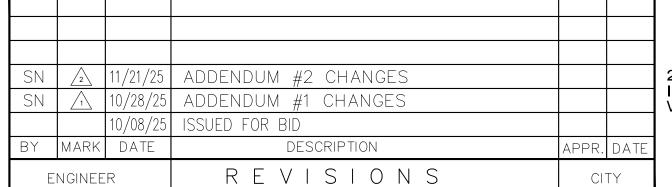
BASE MATERIAL

ISSUE FOR BID

SANTA BARBARA SUBDIVISION MILE POST 413.3 CITY OF CAMARILLO, CA

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









	DESIGN BY: MB	REVIEWED BY:		DATE:	
CINEFRA	DRAWN BY: IB		AUBREY SMITH		
	CHECKED BY:	APPROVAL BY:	CLAIRE GRASTY	DATE:	
	SCALE: AS SHOWN DATE:	APPROVED BY:	DIRECTOR OF PUBLIC WORKS	DATE:	
	10/07/25 JOB NUMBER:	L	VENTURA COUNTY		F
	OOD MONDEN.	TRANS	PORTATION COMMISS	SION	۱ ^۷

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

HEIGHT PER PLAN DETAIL 3 ON SHEET DT-01

CONSTRUCTION NOTES:

1) PROTECT IN PLACE

2 SAWCUT

(5) CONSTRUCT CURB RAMP PER SSPWC STD PLAN 111-5 TYPE PER PLAN

(3) CONSTRUCT MODIFIED CURB ONLY PER SSPWC STD PLAN 120-3,

(4) CONSTRUCT 4" PCC SIDEWALK ON 6" BASE PER SSPWC STD PLAN 112-2

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 ES3101 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 ES310

(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 NOT USED 2

(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 2

36 CONSTRUCT DRIVEWAY PER CALTRANS STD A87A MODIFIED PER PLAN

LEGEND

GRIND PLATFORM

250 COMMERCE. SUITE 200 IRVINE, CA 92602 WWW.RAILPROS.COM

STEPHEN NG

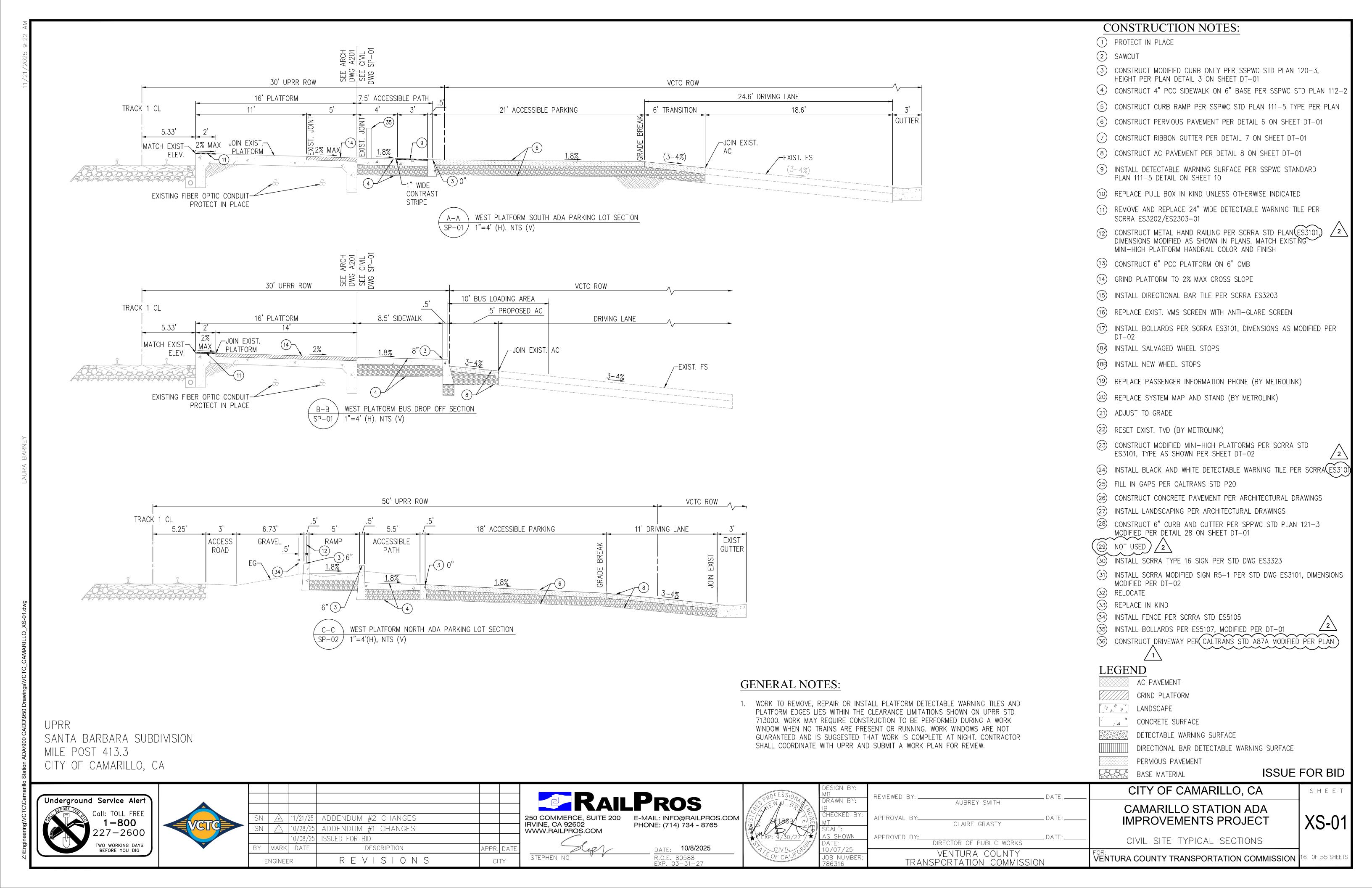
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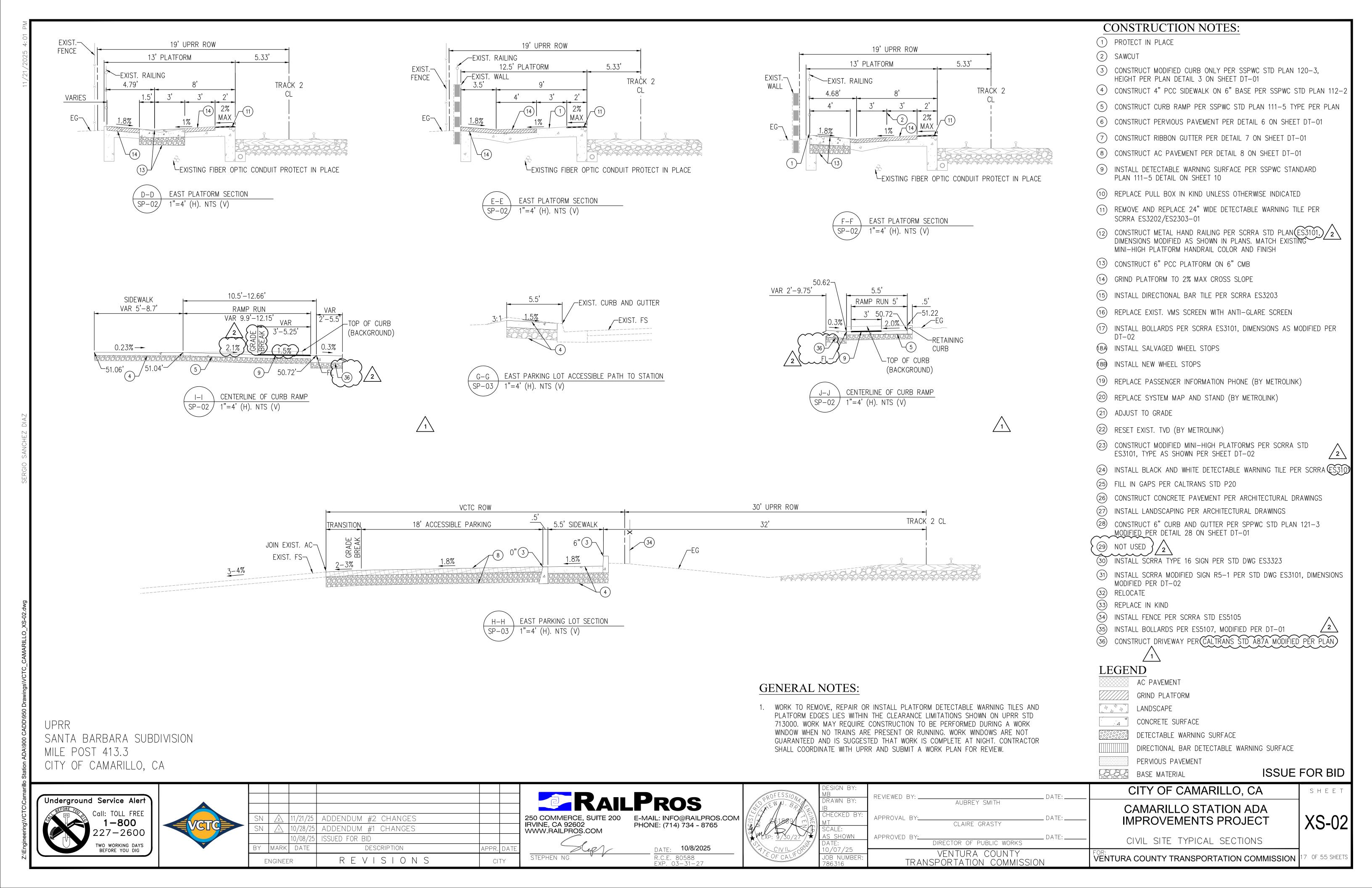
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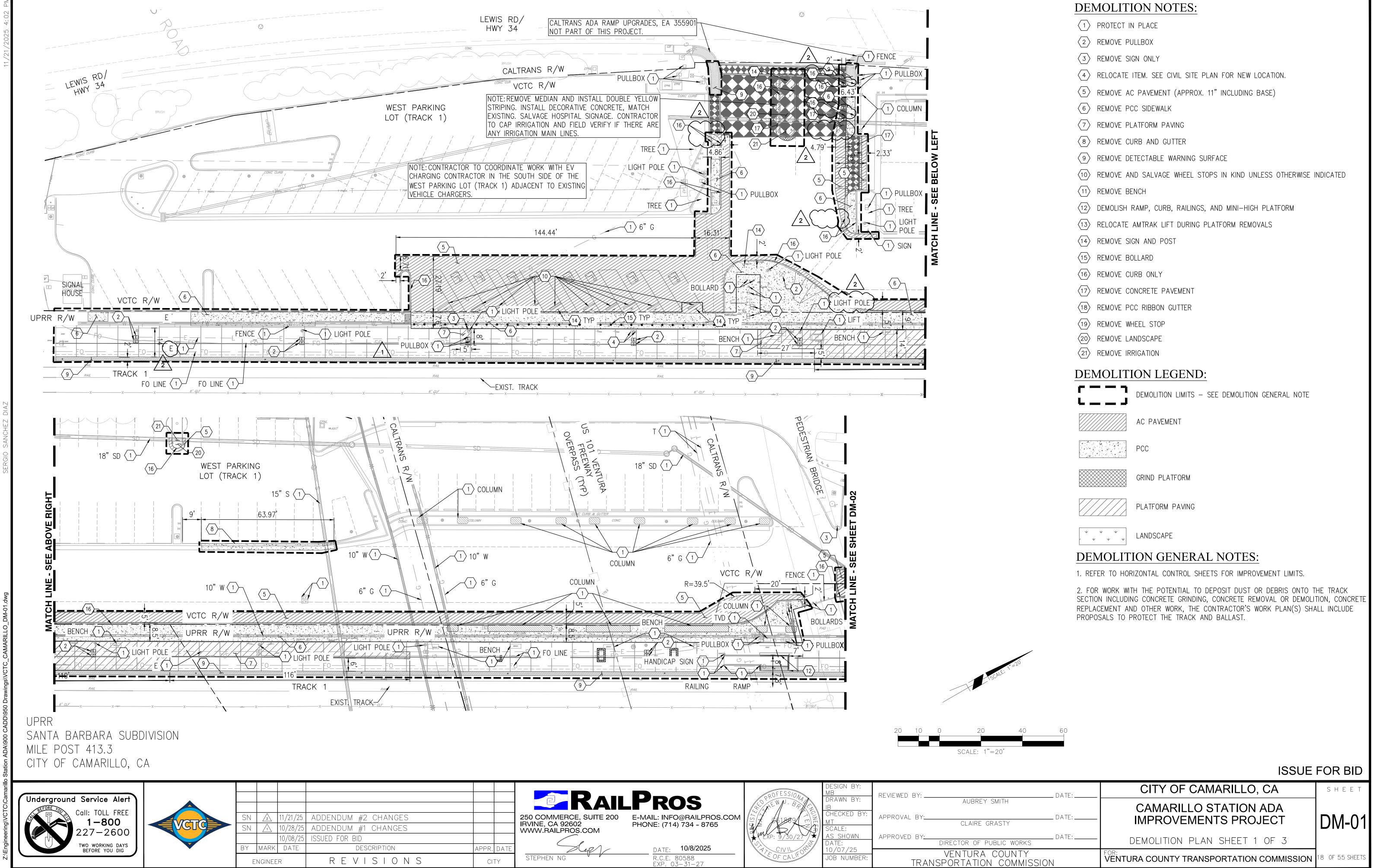
VENTURA COUNTY TRANSPORTATION COMMISSION 15 OF 55 SHEETS

SHEET

DT-02







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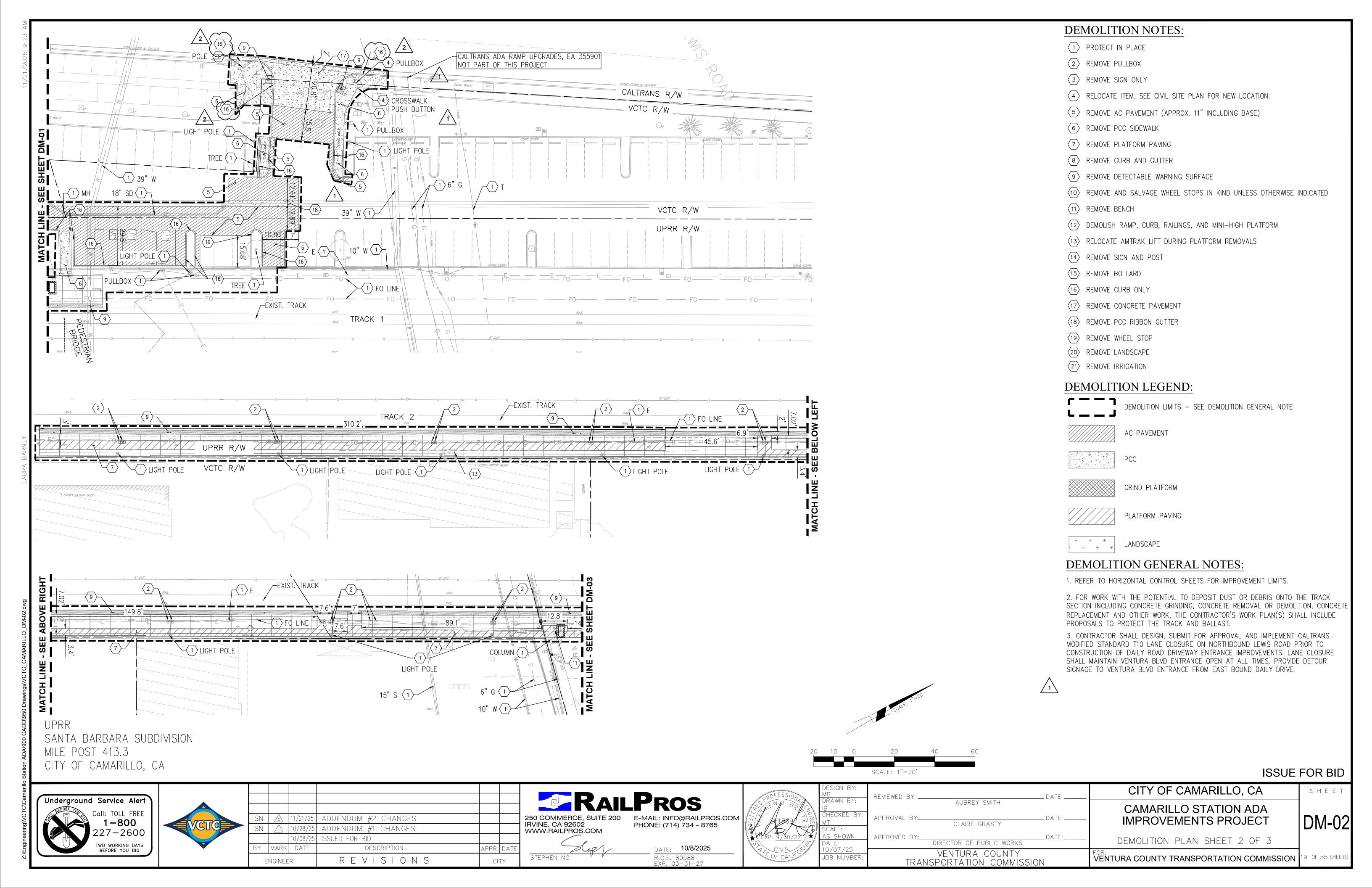
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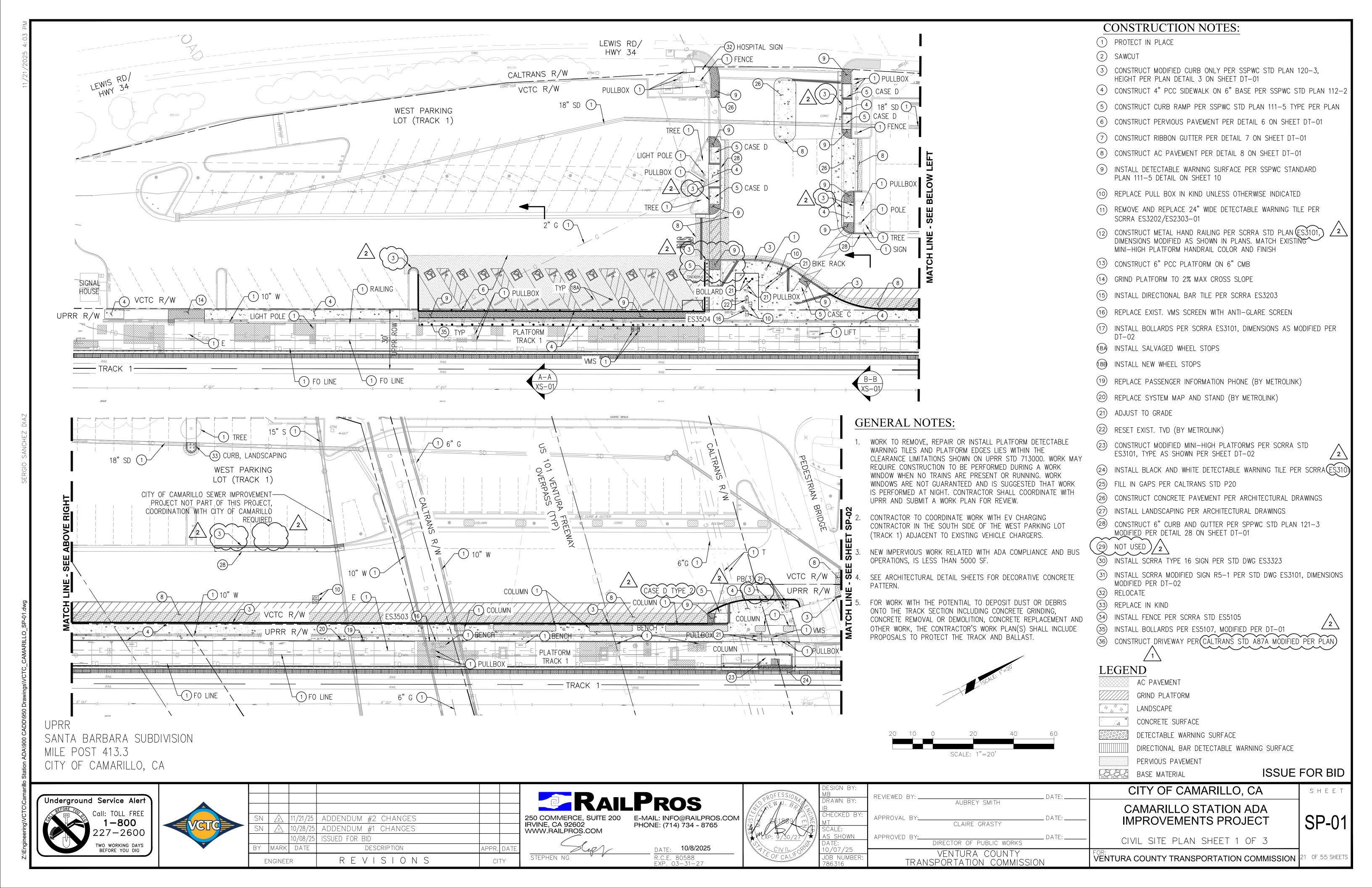
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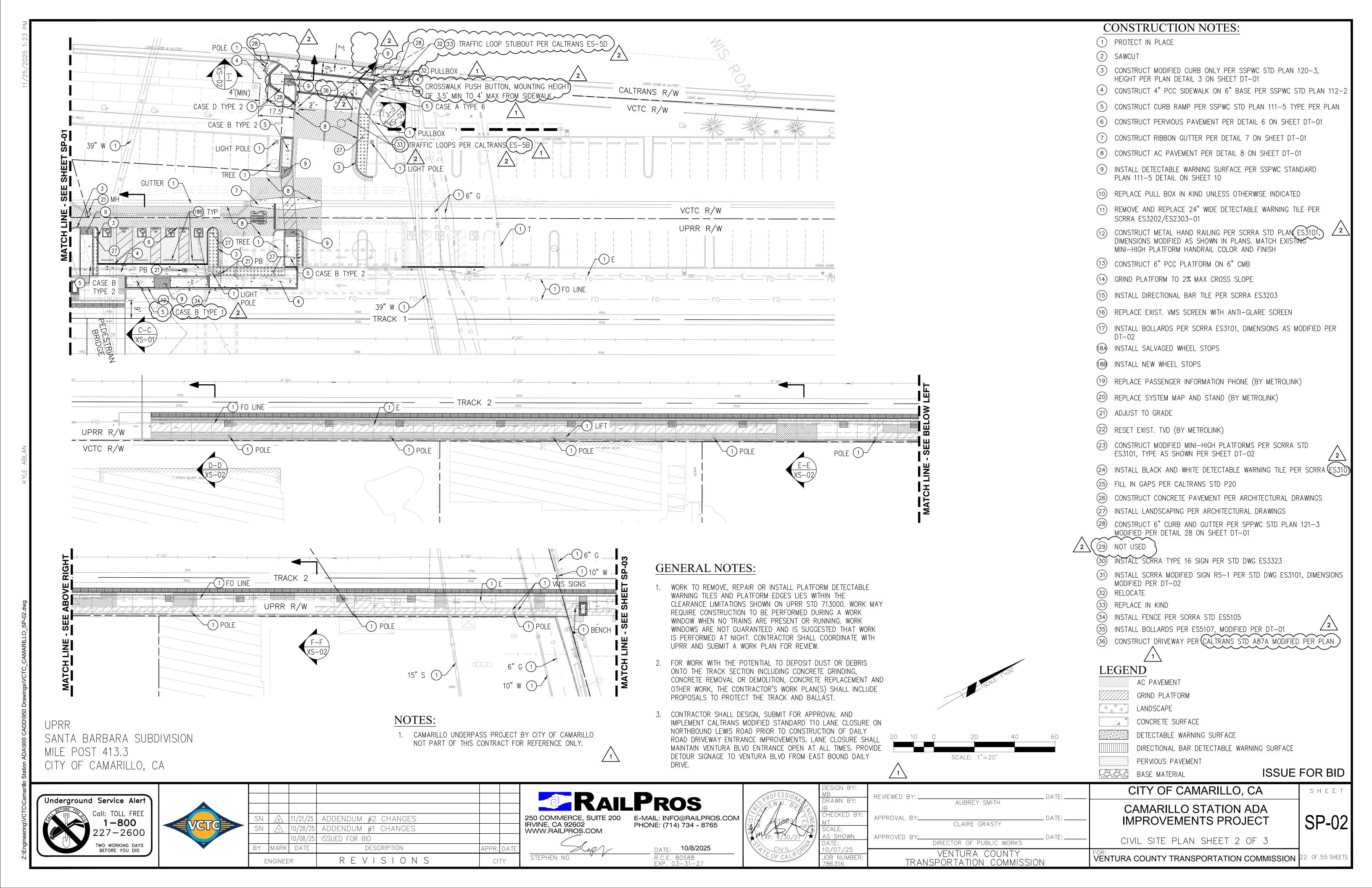
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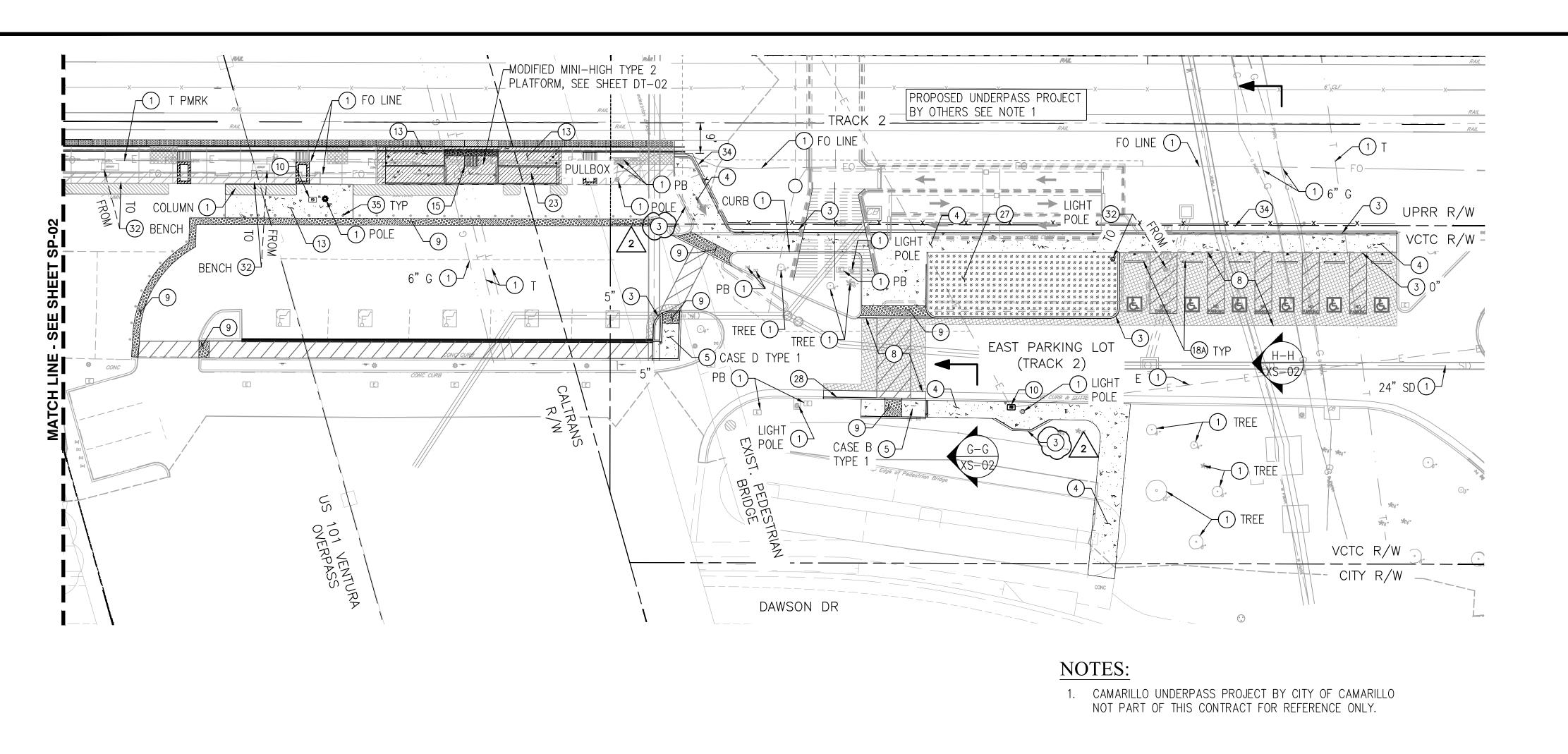
18 OF 55 SHEETS

VENTURA COUNTY TRANSPORTATION COMMISSION



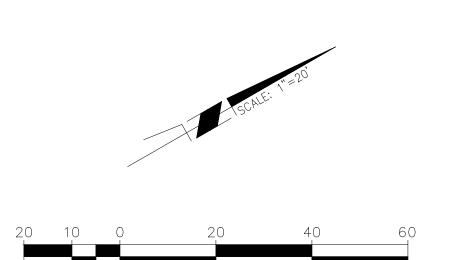






GENERAL NOTES:

- 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.



SCALE: 1"=20'

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(ES3101 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
- (8A) 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
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- (34) INSTALL FENCE PER SCRRA STD ES5105
- (35) INSTALL BOLLARDS PER ES5107, MODIFIED PER DT-01

36 CONSTRUCT DRIVEWAY PER CALTRANS STD A87A MODIFIED 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

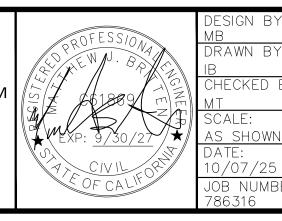


11/21/25 ADDENDUM #2 CHANGES 10/28/25 ADDENDUM #1 CHANGES 0/08/25 ISSUED FOR BID y |mark| date DESCRIPTION REVISIONS ENGINEER

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

STEPHEN NG

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



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Y:	REVIEWED BY:	_ DATE:	
Y:	AUBREY SMITH	_ DATE	
BY:	APPROVAL BY:	_ DATE:	
	CLAIRE GRASTY		
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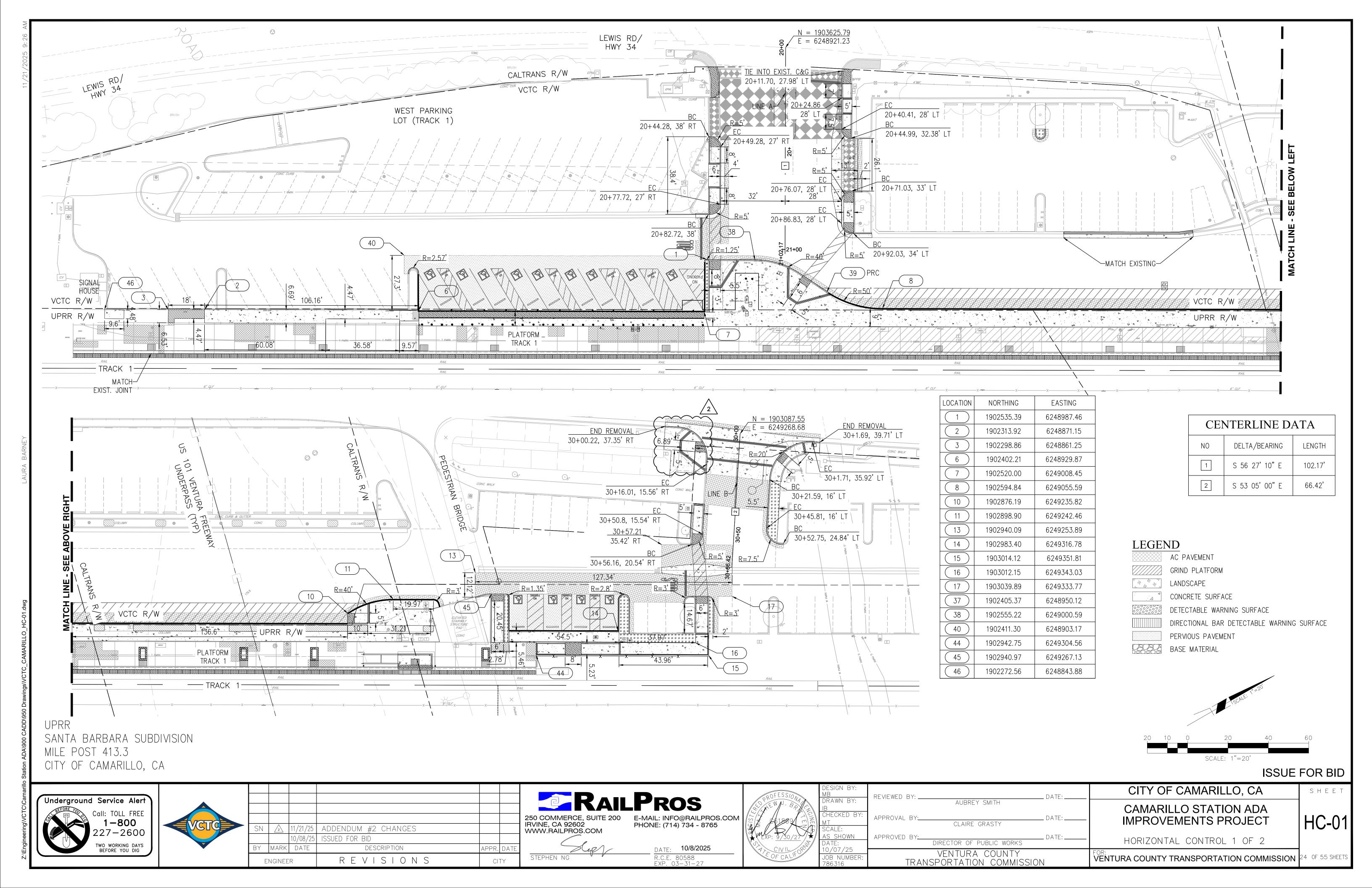
CITY OF CAMARILLO, CA CAMARILLO STATION ADA **IMPROVEMENTS PROJECT**

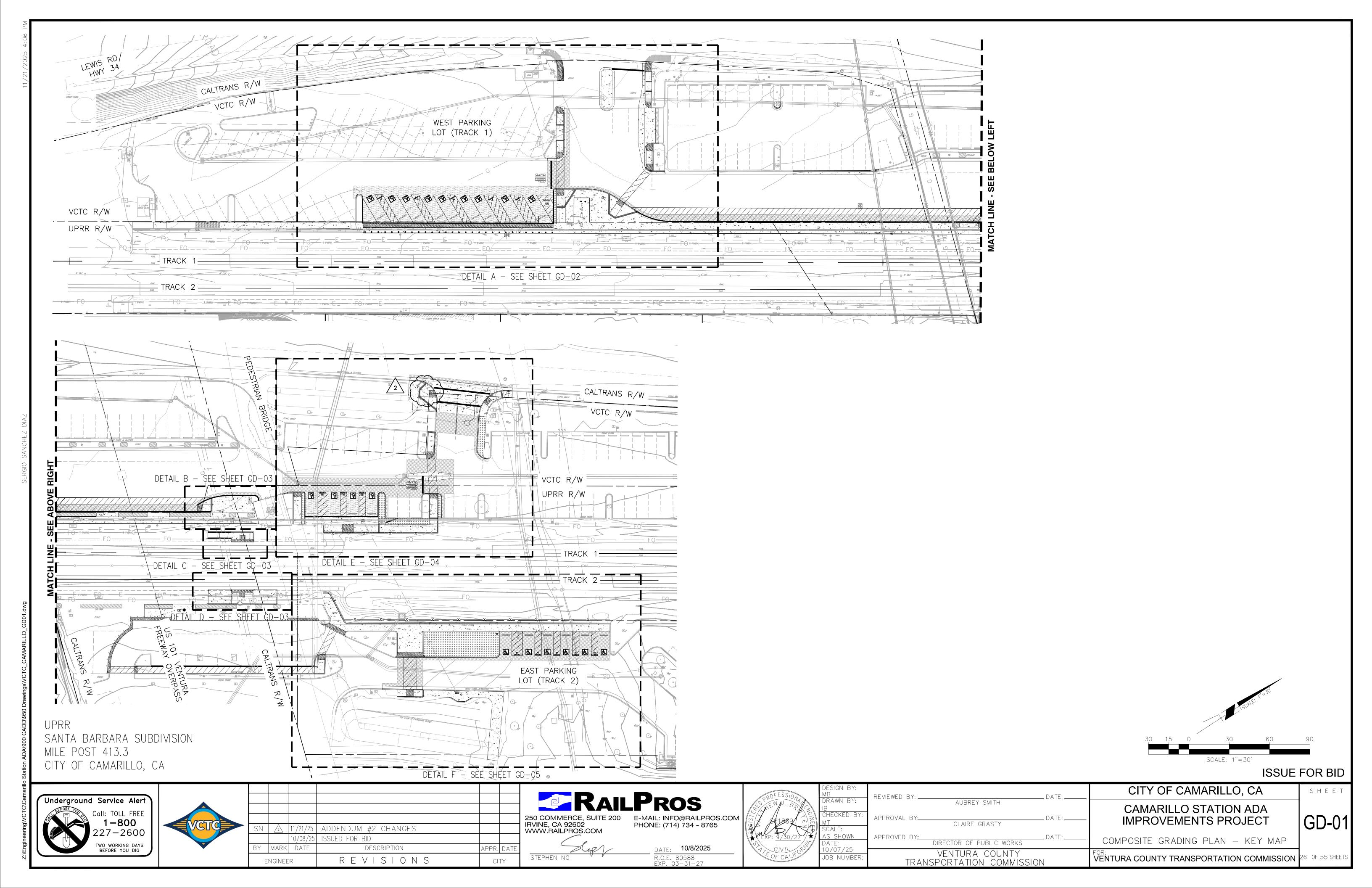
CIVIL SITE PLAN SHEET 3 OF 3

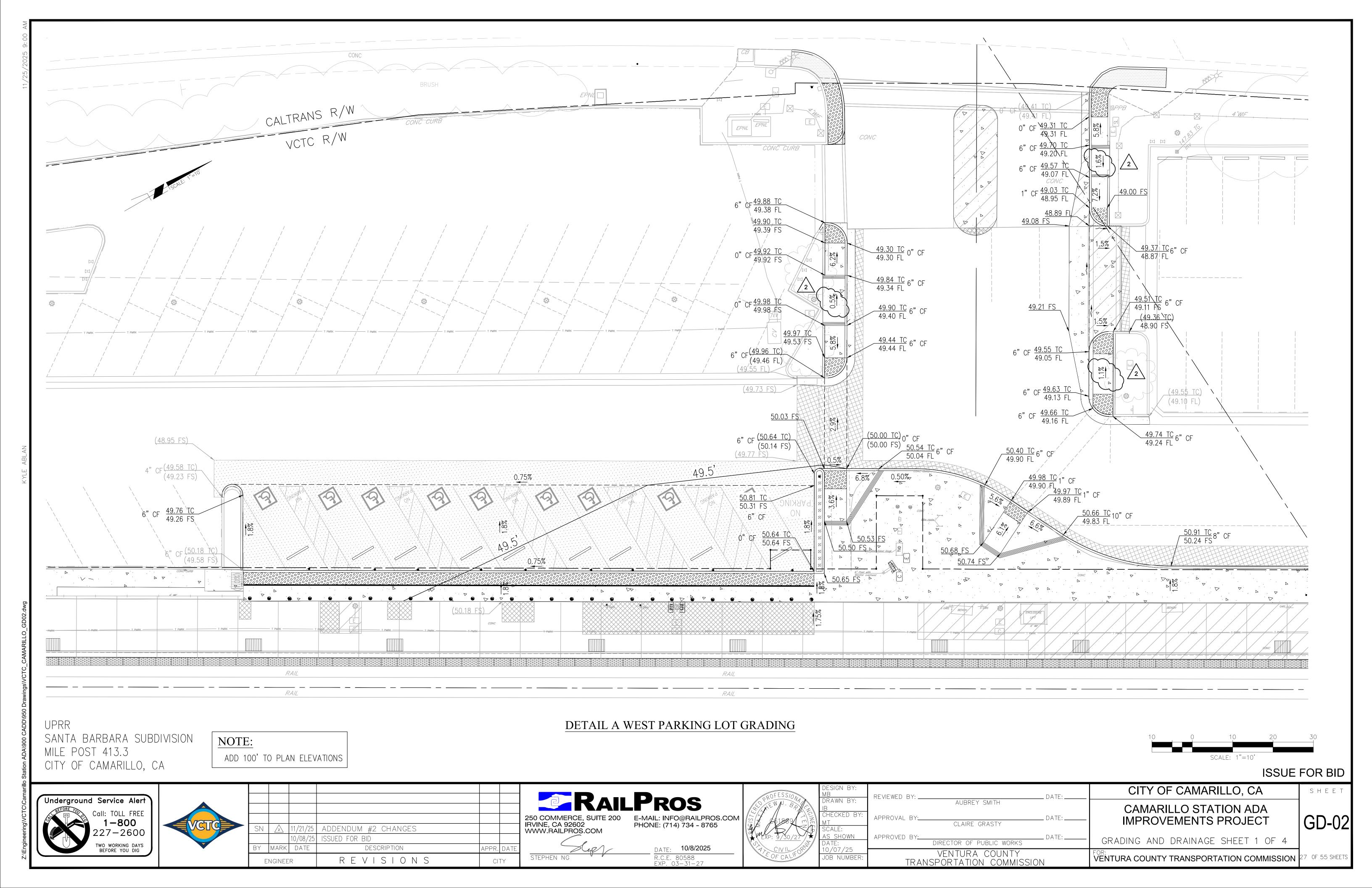
NTURA COUNTY TRANSPORTATION COMMISSION 23 of 55 sheets

SHEET

SP-03







STEPHEN NG

51.81 TC \\
51.81 FS

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ISSUE FOR BID

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

CITY OF CAMARILLO, CA

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SN 2 11/21/25 ADDENDUM #2 CHANGES 10/08/25 ISSUED FOR BID DESCRIPTION REVISIONS ENGINEER

NOTE:

ADD 100' TO PLAN ELEVATIONS

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

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



51.51 TC 50.84 FS

ELE VA VEL

STAIRWA)

STRUCTUR

PAD

CONC

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CONC

(51.92 FS)

6" Post with

Monitor overhead

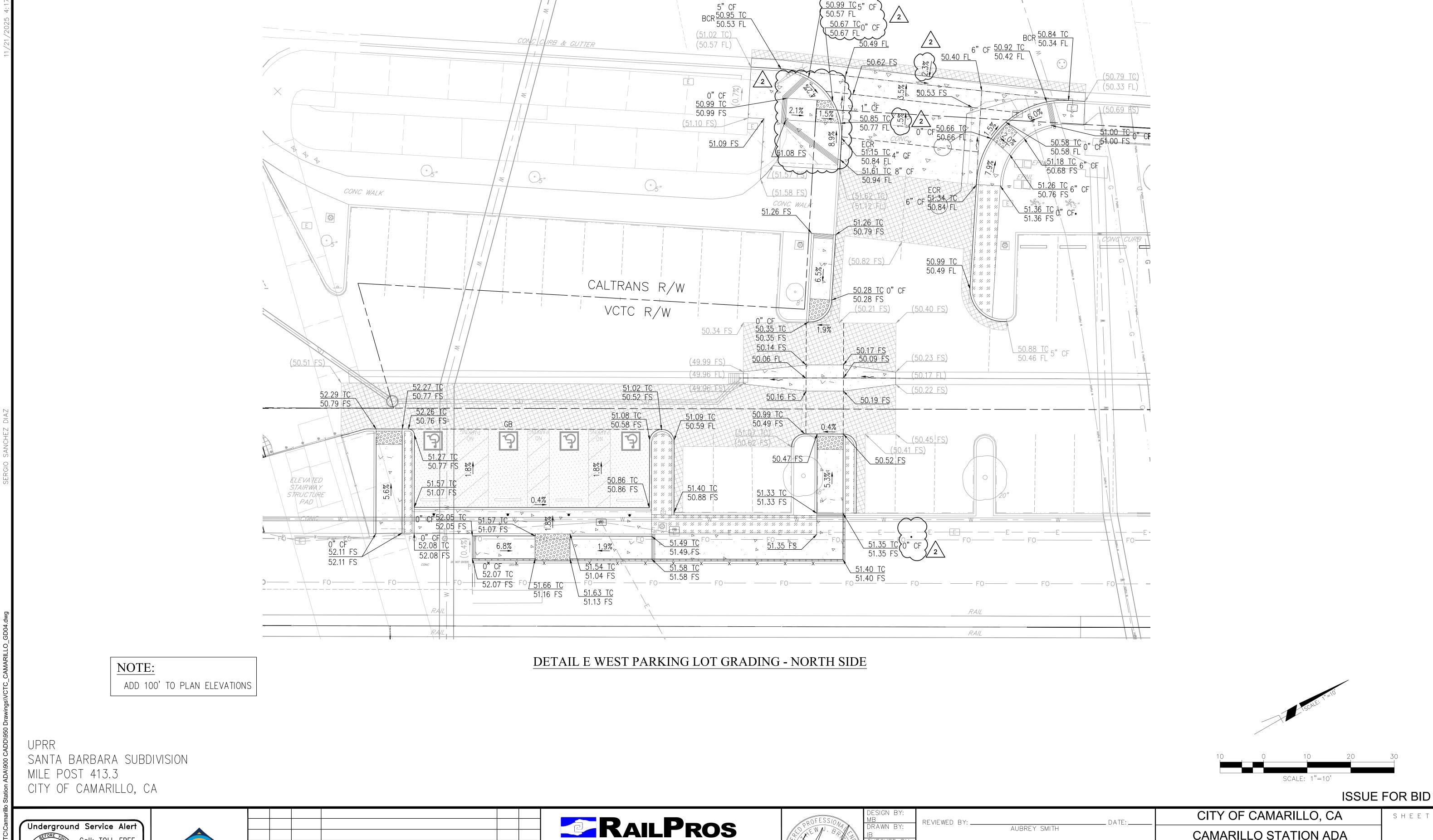
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WN BY:	REVIEWED BY:AUBREY SMITH	_ DATE:	
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07/25 NUMBER:	VENTURA COUNTY TRANSPORTATION COMMISSION	\	F

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

GRADING AND DRAINAGE SHEET 2 OF 4

VENTURA COUNTY TRANSPORTATION COMMISSION 28 OF 55 SHEETS

GD-03



PHONE: (714) 734 - 8765

DATE: 10/8/2025

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

IRVINE, CA 92602 WWW.RAILPROS.COM

STEPHEN NG

SHEET

GD-04

CAMARILLO STATION ADA

IMPROVEMENTS PROJECT

GRADING AND DRAINAGE SHEET 3 OF 4

VENTURA COUNTY TRANSPORTATION COMMISSION 29 OF 55 SHEETS

AUBREY SMITH

CLAIRE GRASTY

DIRECTOR OF PUBLIC WORKS

VENTURA COUNTY
TRANSPORTATION COMMISSION

S SHOWN

0/07/25

IOB NUMBER

Underground Service Alert

Call: TOLL FREE
1-800
227-2600

TWO WORKING DAYS BEFORE YOU DIG

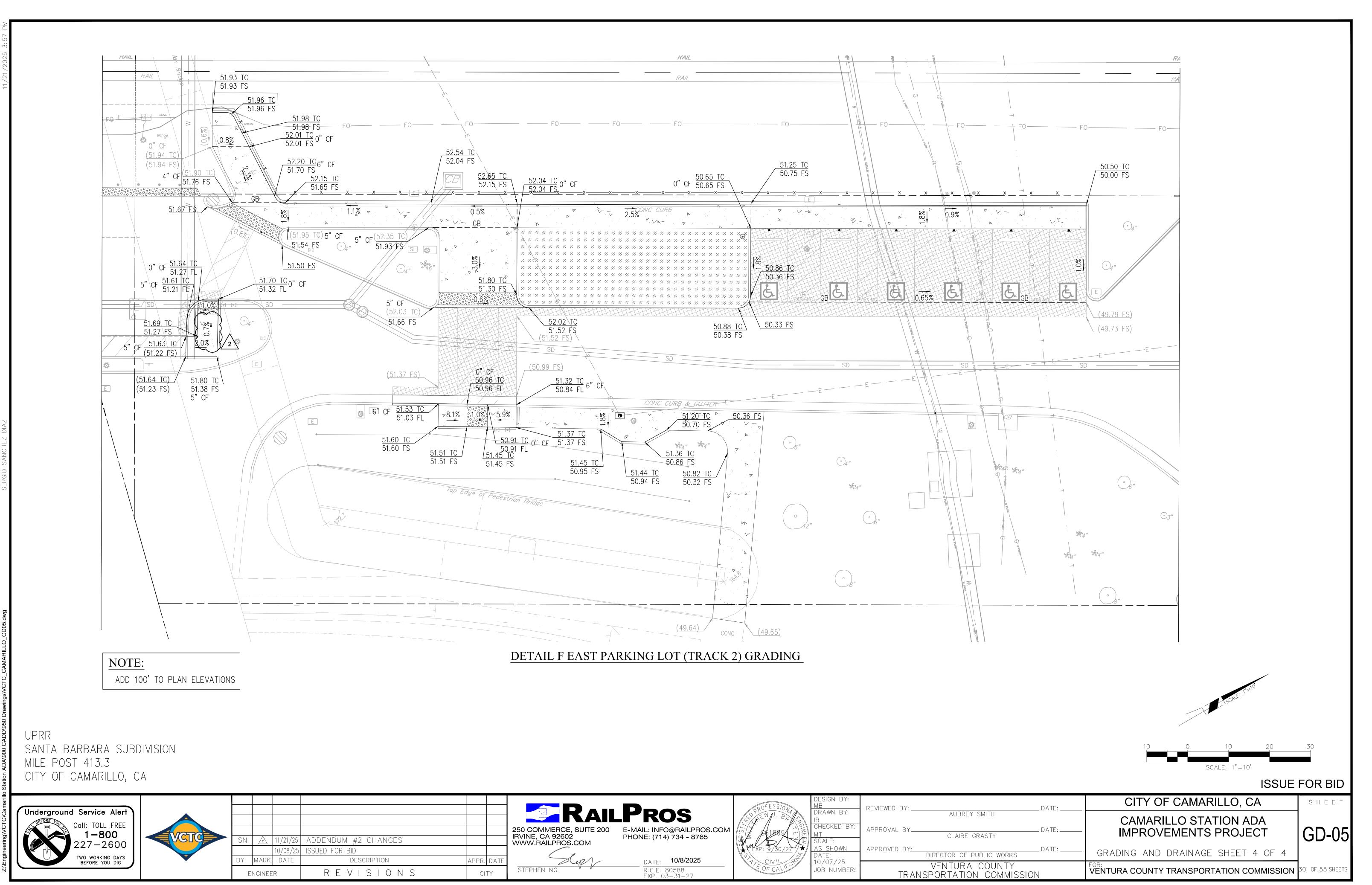
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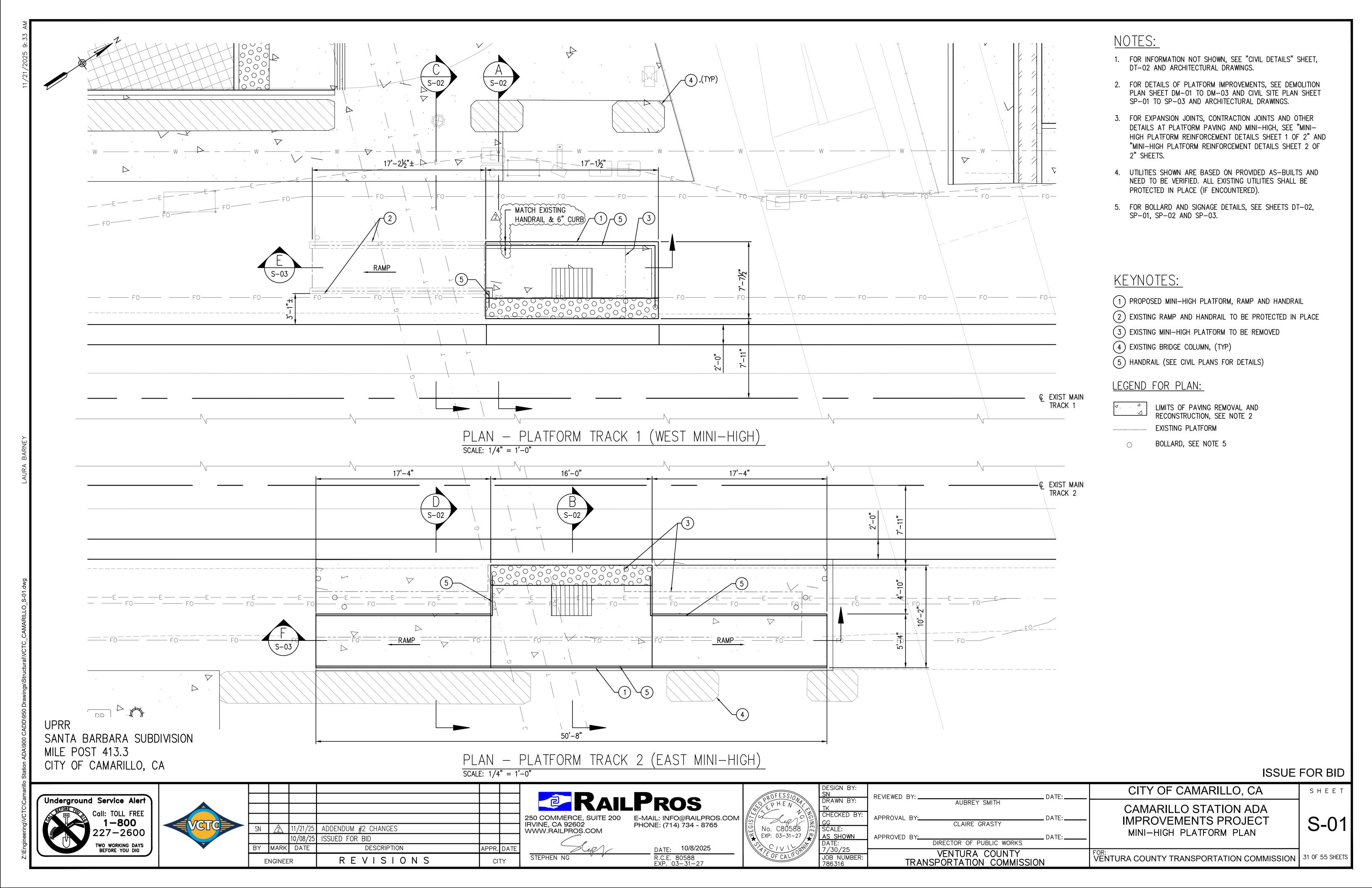
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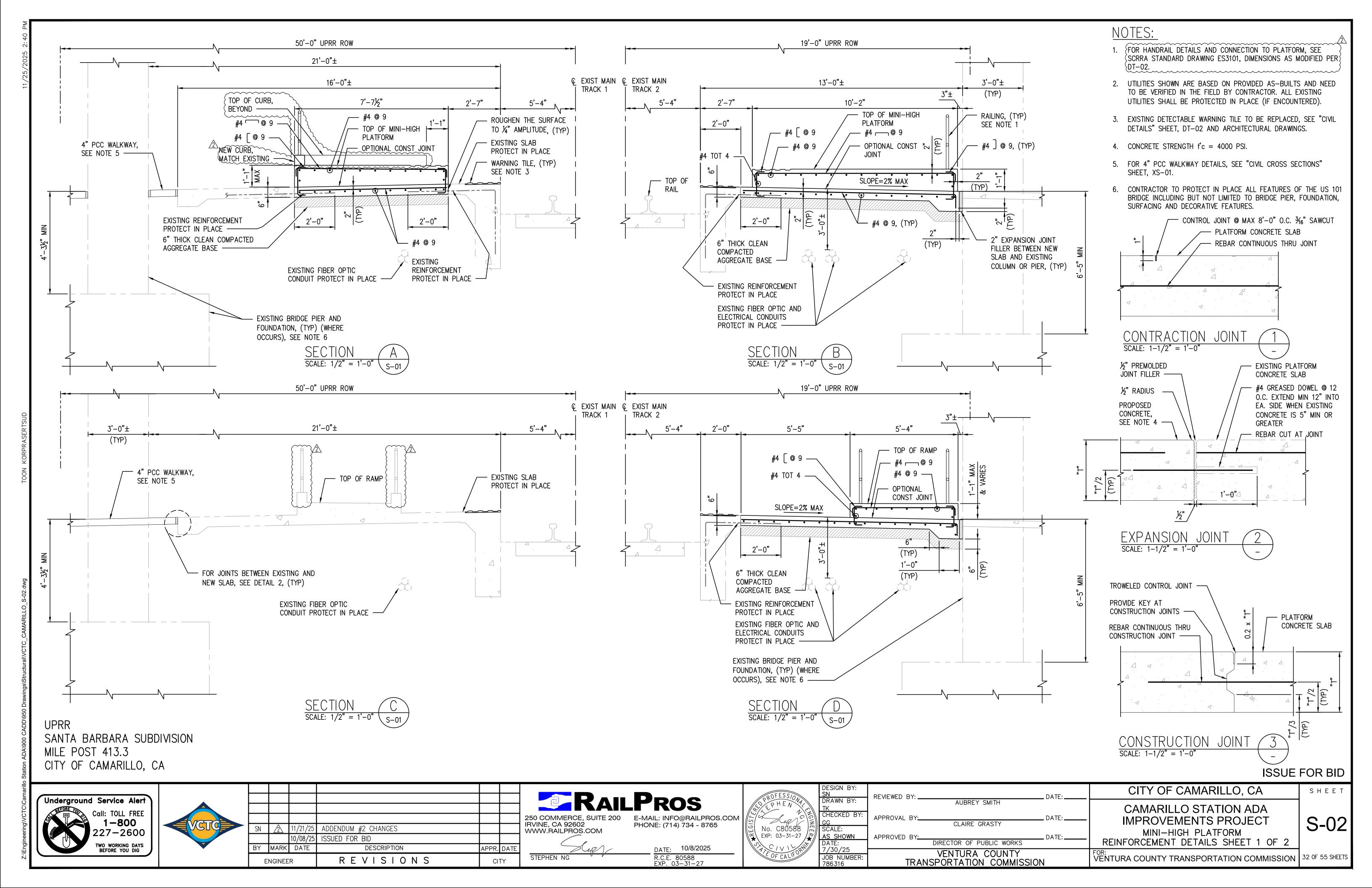
REVISIONS

0/08/25 ISSUED FOR BID

ENGINEER







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

STEPHEN NG

MINI-HIGH PLATFORM

DIRECTOR OF PUBLIC WORKS

VENTURA COUNTY
TRANSPORTATION COMMISSION

JOB NUMBER 786316

REINFORCEMENT DETAILS SHEET 2 OF 2

VENTURA COUNTY TRANSPORTATION COMMISSION 33 OF 55 SHEETS

7-2600

TWO WORKING DAYS BEFORE YOU DIG

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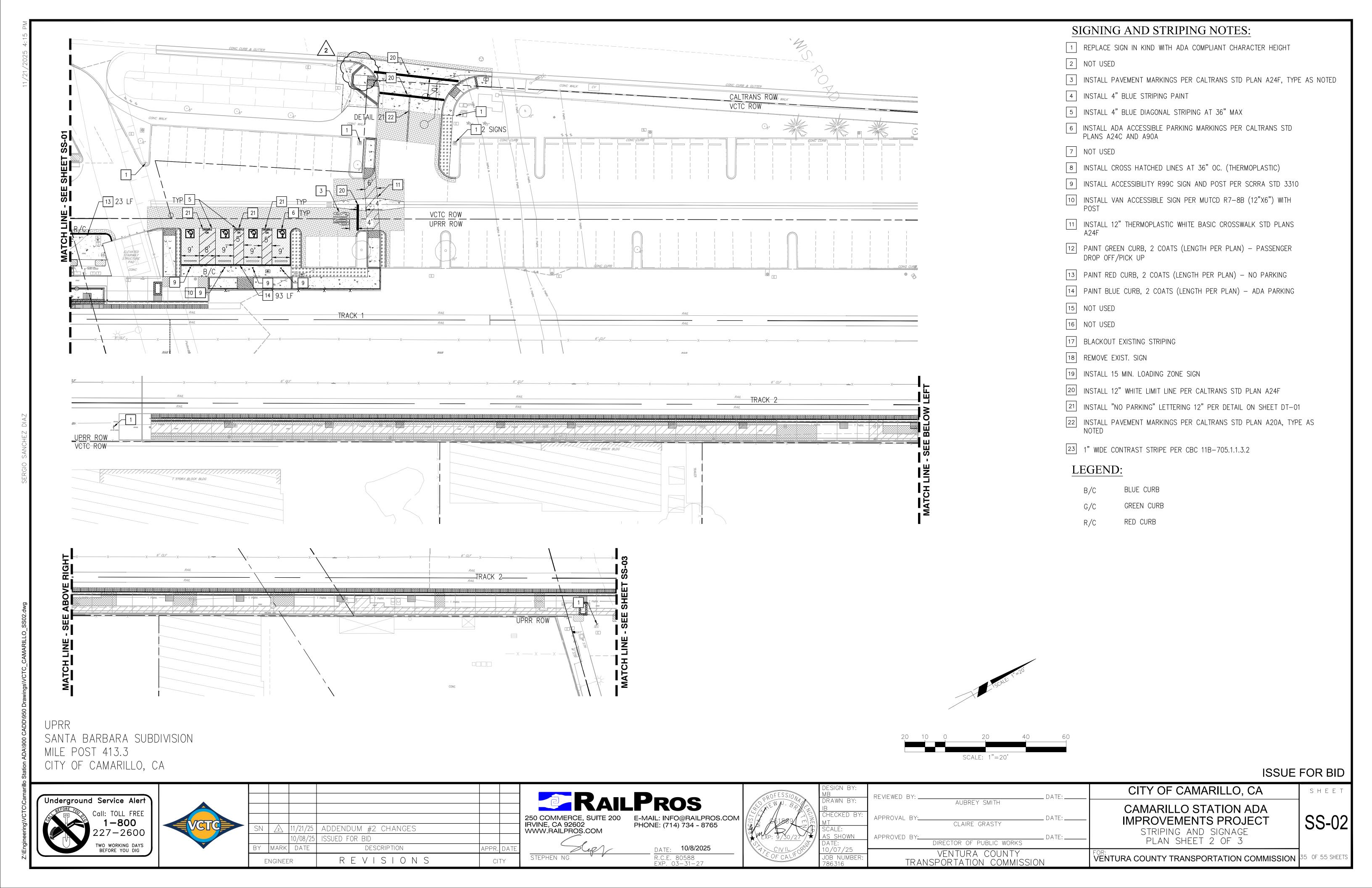
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ISSUED FOR BID

DESCRIPTION

REVISIONS



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 Manage	er 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.
 - 3. The provisions of this Section shall survive the expiration, suspension, or termination of this Agreement
- D. CONTRACTOR in the performance of this AGREEMENT, shall act in an independent capacity. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto. CONTRACTOR's assigned personnel shall not be entitled to any benefits payable to employees of VCTC.
- E. VCTC is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of the AGREEMENT and is not required to issue W-2 Forms for income and employment tax purposes for any of CONTRACTOR's assigned personnel. CONTRACTOR, in the performance of its obligation hereunder, is only subject to the control or direction of the VCTC as to the designation of tasks to be performed and the results to be accomplished. 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

- A. CONTRACTOR shall actively participate in weekly construction progress meetings led by the Construction Management firm. These meetings shall 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 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, and 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.

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 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.

F.

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.

J.

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.
- B. 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 with 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.

F. Force Majeure

VCTC will grant an extension of time for any portion of a delay in completion of the Work caused by acts of God or the Public enemy, wars, civil disturbances, fires, floods, earthquakes, epidemics, quarantine restrictions, freight embargoes, strikes or weather more severe than normal, when satisfactory evidence of such cause is presented by the Contractor, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault of negligence of the Contractor and could not be overcome by the exercise of due diligence or planning of the Contractor. Contractor shall further pursue its best efforts to resume performance as quickly as possible and shall suspend performance only for such period of time as is necessary as a result of the Force Majeure event.

Such qualifying Time Extensions shall be approved in the discretion of VCTC. In order to be eligible for Time Extension, Contractor shall notify VCTC in writing within ten (10) days from the time that Contractor knew or should have known about delays caused by the Force Majeure justifying a Time Extension pursuant to this Section and shall reflect such schedule impacts in the immediate Project schedule that follows such event.

ARTICLE V - ALLOWABLE COSTS AND PAYMENTS

A. 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 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.
- 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 amo	unt payabl	e by VCTC	pursuant to the	nis Agreement ar	nd for this Proje	ct shall not
	exceed \$						

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:				
VCTC				
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 COMISSION
Ву:
Date:
Martin R. Erickson
Executive Director
APPROVED AS TO FORM: VCTC
Зу:
Date:
_indsay D'Andrea
General Counsel
CONTRACTOR]
Ву:
Date:
CONTRACTOR SIGNATOR NAME AND 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.

