Weed Abatement Debris Removal and Related Property Maintenance

Ventura County Transportation Commission

Request for Proposals | On-Call Contractor Bench

1 Invitation and contract period

The Ventura County Transportation Commission (VCTC) invites proposals from qualified contractors to establish an on-call contractor bench for mechanical and approved chemical weed abatement, debris collection and disposal, tree pruning and removal, arborist services, and separately authorized minor property maintenance on VCTC railroad rights-of-way and related properties in Ventura County. Services include labor, supervision, equipment, supplies, documentation, and coordination with VCTC and the affected railroad and public agencies.

VCTC may award separate on-call agreements to multiple qualified proposers under Section 6 to establish the bench. VCTC will determine the number of agreements based on proposal quality, acceptable pricing, capacity, and service needs, and may reject all proposals. Each bench contractor must be capable of performing the full scope, including through identified qualified subcontractors. VCTC will assign work under Attachment A. No contractor is guaranteed any quantity, acreage, assignment, share of work, or minimum payment.

The proposed initial service term is May 1, 2027 through June 30, 2030, with two one-year options exercisable by VCTC through June 30, 2032.

2 Procurement schedule

Milestone	Target date in Pacific Time
Release RFP	November 9, 2026
Optional pre-proposal meeting	November 19, 2026 at 3:00 p.m.
Written questions due	December 3, 2026 at 5:00 p.m.
Responses	December 17, 2026
Proposals due	January 8, 2027 at 5:00 p.m.
Evaluation and interviews if needed	January 11-29, 2027
Selection and agreement negotiations	February 2027
Commission consideration of award	March 5, 2027 meeting; date to be confirmed
Agreement fully executed	Target March 31, 2027
Mobilization and readiness accepted	Target April 23, 2027
Service commencement	May 1, 2027

3 Minimum proposer qualifications

The proposer shall demonstrate the ability to perform the complete scope through its own qualified staff and identified subcontractors; hold all legally required licenses and registrations at the time required by law; demonstrate the ability to obtain the stated insurance and, for work requiring SCRRA access, Form 6 right-of-entry approval under Attachment E; maintain a reachable emergency contact; and supply sufficient qualified personnel and equipment. Prior VCTC work or a local office is not required. Each proposer must demonstrate capacity to perform the full scope; selection of multiple bench contractors does not reduce an individual contractor’s service obligations.

Each proposer shall identify applicable contractor license classifications, pesticide business and applicator credentials, and Department of Industrial Relations registration for covered public work. Each proposer shall provide registration numbers and expiration dates, for the entity performing each regulated service. A general landscaping credential does not establish authorization for every pesticide or repair activity.

For services subject to California public-works requirements, the selected proposers must comply with prevailing wages, overtime, registration, certified payroll, apprenticeship requirements, and required postings. Proposal rates must cover those obligations. The applicable wage determinations and funding-specific clauses identified in Attachment D will form part of the issued solicitation.

4 Proposal content requirements

Proposal section	Required information
A Firm and relevant experience	Legal entity and ownership; years of relevant work; comparable vegetation, tree pruning and removal, debris, property, and railroad-adjacent assignments; three client references with scope, dates, and contact details.
B Personnel and equipment	Project manager, field supervisor, safety lead, qualified applicators and repair personnel, qualified tree-work personnel, and an ISA Certified Arborist available for assessments; availability, backup staffing, training, owned or rented equipment, and subcontractor roles. Identify other commitments affecting response. State how the firm will accept or decline a proposed work order promptly and report conflicting commitments.
C Work approach	Seasonal planning, including anticipated twice-yearly local fire-hazard notice cycles and additional notices; boundaries and access; mechanical and chemical methods; tree pruning, removal, and fire-clearance methods; debris and unusual waste handling; property protection; work-order estimating; public coordination; inspection and corrective work.
D Safety and railroad coordination	Describe safety procedures for vegetation and debris work near railroad property, including fire restrictions, utility marking, tree-work hazards, overhead electrical lines, and falling limbs, stop-work decisions, and incident reporting. Summarize incidents and corrective actions from the last three years. Identify proposed workers with current RWP credentials, if any. Explain how you will arrange for required training and renewals before assigning employees or subcontractors to work requiring RWP. Explain how you will obtain any required SCRRA Form 6 approval and Exhibit A insurance under Attachment E and coordinate access and protective services with VCTC and SCRRA. Form 6 approval and RWP credentials for every worker are not required with the proposal.
E Mobilization and service levels	Plan for May 1 readiness, SCRRA permit, protective-service and cable-marking lead times, crew response, tracking local notice deadlines through completion and reinspection, reporting, invoice controls, and concurrent assignments. Identify any exception to a required response time.
F Forms and exceptions	Complete Attachment D and addendum acknowledgments; provide licenses and conflict disclosures. Complete the signed insurance confirmation in Attachment D, Section D4, addressing VCTC’s insurance requirements and SCRRA Form 6 Exhibit A in Attachment E. List any requested exceptions with proposed alternative text.

5 Submission instructions and questions

5.1 Designated contact

Dolores Lopez, Transit Planner
Ventura County Transportation Commission
751 E. Daily Drive, Suite 420, Camarillo, CA 93010
Email: dlopez@goventura.org

Submit questions and proposals by email to the designated contact. Use the subject line “Weed Abatement RFP - [Proposer legal name]”. If multiple emails are necessary, number each part and identify the total number of parts. Every part must arrive before the deadline. Late proposals will not be considered.

5.2 Required files

Submit (1) a signed Technical Proposal PDF and (2) a separately signed Cost Proposal PDF using Attachment C. Include any cost continuation pages in the Cost Proposal PDF. Keep pricing out of the technical narrative. Limit the technical narrative to 15 pages, excluding the cover letter, required forms, licenses, resumes, and references. Use legible type of at least 10 points.

5.3 Questions and addenda

All substantive questions must be in writing by the deadline. VCTC will post responses and addenda at the contracts webpage below. Only a written addendum changes the RFP. Proposers must monitor that page and acknowledge all addenda.

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

Direct procurement communications through the designated contact.

5.4 Submission checklist

Submission item	Requirement
Cover letter	Signed by an authorized representative.
Technical Proposal	Address all six topics in Section 4 (A–F). Do not include pricing.
References	Provide three client references as described in Section 4A.
Qualifications	Include applicable licenses and registrations.
Insurance	Complete the signed insurance confirmation in Attachment D, Section D4, addressing VCTC and SCRRA Form 6 Exhibit A insurance requirements in Attachment E; identify any requested exceptions.
Subcontractors	Identify proposed subcontractors and their roles.
Attachment D	Submit the required forms, disclosures, and any requested exceptions.
Cost Proposal	Submit a completed and signed Attachment C PDF, including all required pricing schedules and evaluated totals.

6 Evaluation and bench selection

6.1 Responsiveness and scoring

VCTC will review proposals for the required documents and minimum qualifications. A selection panel appointed by VCTC will score responsive proposals using the weighted criteria below. VCTC may recommend award of on-call bench agreements to the responsible proposer or proposers whose proposals provide the best overall value and are most advantageous to VCTC, with cost and other factors considered. The lowest cost proposal will not necessarily be selected.

Criterion	Points	Key considerations
Comparable experience and references	20	Similar completed weed abatement, tree, and property work; references for timely, satisfactory performance.
Work plan and quality control	30	Notice deadlines, field methods, property protection, completion records, and correction of deficiencies.
Safety and railroad coordination	20	Fire and utility controls, RWP readiness, railroad access, and stop-work procedures.
Staffing, equipment, and readiness	20	Available crews and equipment, backup capacity, and a May 1 start plan.
Cost proposal	10	Five-year evaluated total from Attachment C, scored by the formula below.
Total	100	90 technical points plus 10 price points.

Each evaluator will score the four technical criteria up to their listed point limits. VCTC will average each technical criterion's scores across evaluators. The responsive proposal with the lowest five-year evaluated total in Attachment C will receive 10 cost points. Each other proposal's cost score will be calculated as follows: 10 × (lowest five-year evaluated total ÷ that proposer's five-year evaluated total). VCTC will add the technical and cost scores for a total out of 100.

6.2 Interviews and clarifications

VCTC may interview proposers to clarify their submissions. If interviews are held, the committee may revise technical scores using only the published criteria. VCTC may request written best and final offers from proposers in the competitive range under the same instructions and deadline. VCTC may also select a proposal without interviews or discussions.

6.3 Selection and negotiation

VCTC will rank responsive, responsible proposals by total score. VCTC may negotiate separate on-call bench agreements with multiple qualified proposers, beginning with the highest-ranked proposals that meet all requirements and offer acceptable value and capacity. VCTC will determine the number of agreements based on proposal quality, acceptable pricing, capacity, and service needs, and may reject all proposals. If negotiations with a selected proposer fail, VCTC may proceed to the next-ranked proposer. If total scores tie, the higher technical score ranks first. If technical scores also tie, the evaluation panel will document its recommendation based on the published criteria. Selection for the bench does not establish a guaranteed share of work. Assignments will be made under Attachment A, Section A2.1, rather than automatically by proposal rank.

Each bench agreement requires Commission approval, available funding, resolution of any protests, and a signed agreement with its own not-to-exceed ceiling. Each selected proposer shall submit documents and insurance needed for execution within ten business days of VCTC's request, unless VCTC sets another deadline in writing. Field work requires separate written authorization, including email, under Attachment A. The combined ceilings will be addressed in the Commission award action; neither a ceiling nor the evaluated price guarantees work.

7 Solicitation and contract requirements

7.1 Offer validity and solicitation rights

Proposals shall remain valid for 120 calendar days after the due date. Proposers bear their preparation costs. VCTC may cancel the solicitation, reject any or all proposals, seek clarifications, verify information, and waive minor irregularities that do not change material requirements or prejudice fair competition. Withdrawal or replacement before the deadline requires written notice from an authorized representative. Submission and selection do not create a contract.

This RFP does not commit VCTC to award a contract, to pay any costs incurred in the preparation of a proposal for this RFP, or to procure or contract for any services. VCTC reserves the right to waive any irregularities or informalities contained within the RFP, and/or reject any or all proposals received for this request; negotiate with any qualified source or to cancel the RFP in part or whole. In conducting this RFP, VCTC further reserves the right to:

- Accept, reject any or all submittals, or any item or part thereof.
- In its sole discretion, to accept the Proposal it considers most favorable to VCTC's interest.
- Issue subsequent Requests for Proposals.
- Alter the selection process dates.
- Remedy technical errors in the RFP process.
- Request additional information from proposers and investigate the qualifications of all firms under consideration.
- Confirm any part of the information furnished by a proposer.
- Obtain additional evidence of managerial, financial, or other capabilities.
- Approve or disapprove the use of specific subcontractors.
- Negotiate with any, all, or none of the proposers.
- Solicit best and final offers from all or some of the proposers.
- Award a contract to one (1) or more proposers.
- Accept other than the lowest-priced Proposal.
- Cancel or withdraw this RFP at any time without prior notice and the VCTC makes no representations that any contract will be awarded to any proposer responding to this RFP.
- Waive informalities and irregularities in Proposals or the selection process.

7.2 Public records

Proposers must identify, in writing, all copyrighted material, trade secrets or other proprietary information that it claims are exempt from disclosure under the Public Records Act (California Government Code sections 7920.000, et seq).

Any proposer claiming such an exemption must identify the specific provision of the California Public Records Act that provides an exemption from disclosure for each item that the proposer claims is not subject to disclosure under said Act. Any proposer claiming such an exemption must also state in its proposal that the proposer agrees to defend, indemnify and hold harmless VCTC and its officers and employees, from any action brought against the VCTC for its refusal to disclose such material, trade secrets and other proprietary information to any party making a request, therefore. Any proposer who fails to include such a statement or the specific provision of the California Public Records Act supporting the claimed exemption shall be deemed to have waived any right to an exemption from disclosure as provided by said Act and shall release and hold harmless VCTC from any harm resulting from VCTC's release of said materials.

7.3 Proposed agreement and insurance

Each selected contractor shall execute the VCTC contractor agreement included as Attachment B. Proposers shall review that agreement, its insurance requirements, and the applicable Attachment D requirements, and identify each requested exception with proposed alternative language. VCTC is not obligated to accept an exception.

Complete the signed insurance confirmation in Attachment D, Section D4, confirming review of VCTC's insurance requirements in Attachment B and SCRRA Form 6 Exhibit A in Attachment E and the ability to obtain the required coverage and endorsements before work begins. Identify any requested insurance exceptions with proposed alternative text. Required policies and endorsements must be accepted before work. Completion or execution of Form 6 is not required with the proposal. SCRRA Form 6 approval and railroad-specific conditions must be satisfied before the affected assignment. The contractor is responsible for its personnel and subcontractors and shall maintain the licenses, registrations, permits, and coverage required for its authorized services.

Work will be assigned among bench contractors under Attachment A, priced under the individual contractor's Attachment C rates, and subject to that contractor's agreement ceiling. The proposed base term and options are stated in Section 1. Each final agreement shall incorporate the same assignment procedure, its own scope, rates, ceiling, reimbursables, and applicable compliance exhibits.

8 VCTC protest procedures

RESOLUTION 91-05

A RESOLUTION OF THE VENTURA COUNTY

TRANSPORTATION COMMISSION ADOPTING

CONTRACT PROTEST PROCEDURES

SECTION I.

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

A. The Ventura County Transportation Commission (hereinafter, "VCTC") does from time to time solicit bids from contractors for work and/or proposals for professional services; and

B. There is a potential that an Interested Party (as defined in Section II.A, below), may at some time wish to protest the determinations hereinafter set forth as protestable; and

C. It is in the interest of the health, safety, and general welfare of the residents of Ventura County and potential Interested Parties that the Commission establish procedures for protests to contracts awarded by, and bids or proposals on contracts received by VCTC, as hereinafter set forth:

SECTION II.

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

A. <u>GENERAL.</u>

1. This policy specifies procedures for Interested Parties (as hereinafter defined) protesting the following staff actions:
   (a) A written notice, by, or on behalf of, the Executive Director denying a bidder's or proposer's request for a change in contract requirement; and
   (b) A written recommendation to Ventura County Transportation Commission ("VCTC") or a decision made by, or on behalf of, the Executive Director to disqualify a proposer, bidder, or subcontractor; and
   (c) A written recommendation by, or on behalf of, the Executive Director that VCTC award a contract to a particular bidder or proposer.
2. This policy does not govern any VCTC staff decision not listed in this Section II.A.
3. When a protest has been properly filed, pursuant to the procedures hereinafter set forth, prior to contract award, the VCTC shall not award the contract prior to deciding the protest. When a protest has been properly filed before the opening of bids, bids shall not be opened prior to the VCTC decision on the protest. When a

protest has been filed properly after the contract is awarded, the contract shall not be executed until the protest is resolved by the VCTC.

4. Materials submitted as a part of the protest resolution process will be available to the public except to the extent that:

   (a) The information is designated proprietary by the person submitting the information to VCTC. If the person submitting material to VCTC considers that the material contains proprietary material which should be withheld, a statement advising of this fact shall be affixed to the front page of the material submitted and the alleged proprietary information must be specifically identified in the body of the materials wherever it appears.

B. FILING A PROTEST

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

C. VCTC PRELIMINARY RESPONSE TO A PROTEST: MEETING WITH STAFF TO ATTEMPT EARLY RESOLUTION OF THE PROTEST

1. Not more than ten (10) working days after receipt of a properly filed protest, the Executive Director, or a person authorized to act on his or her behalf, shall prepare and distribute to the protestor and to all persons specified in Section B.5, above:

(a) A written preliminary response to the protest. This response shall include a brief explanation of the reasons why the protested VCTC staff action is justified; and

(b) The time, date and place of the meeting described in Section C.2, below.

2. The Executive Director and/or appropriate VCTC staff shall meet with the protestor to discuss and attempt to resolve the protest within thirty (30) days of the response required by section C.1(a) above.

3. After the meeting required by Section C.2, above the protestor shall within five (5) working days give the Executive Director written notice that either the protest is withdrawn or, alternately, that the protestor requests further consideration of the protest. In the event that the protestor fails to file the notice required by this Section C.3 at the office of the Executive Director within five (5) working days after the meeting, the protest shall be deemed withdrawn.

D. FURTHER INVESTIGATION

1. If a protest is not withdrawn pursuant to Section C.3, above, the Executive Director shall, within thirty (30) days of receipt of the notice from the protestor described in Section C.3, above, further investigate the protest with the assistance of the VCTC staff.

2. The Executive Director may contract third-party consulting services when necessary to investigate a protest. The Executive Director may negotiate with the protestor and other interested parties for the sharing of the cost of such consulting services.

3. As part of the investigation, the Executive Director shall establish a reasonable time within which VCTC, the protestor, and other interested parties shall exchange all documents and arguments relevant to the protest; provided, however, that such time shall not exceed thirty (30) days without the concurrence of the protestor and the Executive Director.

E. INTENDED DECISION: COMMENTS BY PROTESTOR AND OTHER PARTIES

1. Following investigation, the Executive Director shall, within thirty (30) days, prepare and distribute to the protestor and all persons specified in Section B.5:

(a) An intended decision recommending actions which the Executive Director believes the VCTC should take to resolve the protest and specifying the reasons for the recommended action of the VCTC.

(b) A statement of the date within which the protestor and other persons must submit written comments with respect to the intended decision. Such date shall allow a reasonable period for rebuttal and shall vary according to the complexity of the particular protest;

(c) Give written notice to all Interested Parties of the time, date, and place of the VCTC meeting at which the protest will be considered.

2. The following materials shall be included in the agenda package sent to VCTC members prior to the VCTC meeting and shall be available to any person at the VCTC office at least five (5) working days before the hearing:

(a) The intended decision described in Section E.1(a), above.

(b) All written comments received within the submittal period described in Section E.1(b), above.

(c) If the Executive Director has revised his/her intended decision since its distribution pursuant to Section E.2(a), above, a written description of the new intended decision and the reasons for revision.

F. VCTC CONSIDERATION

1. At the hearing, VCTC staff and any person may present evidence relating to the protest. At the beginning of the hearing, the Chair of the VCTC may announce time limits on testimony and other procedural rules which, in the opinion of the Chair, are reasonably necessary to preclude repetitious or irrelevant testimony and afford all persons wishing to testify the opportunity to be heard.
2. In rendering its decision on the protest:

   (a) VCTC may adopted or amend the intended decision and findings of fact prepared by the Executive Director and Staff; or

   (b) Make findings and adopt a decision different from the findings and intended decision of the Executive Director; or

   (c) Elect to defer its decision and direct VCTC staff

   (d) To Further investigate the protest; or

   (e) Hire an impartial hearing officer to conduct a hearing and prepare a written recommended decision, including findings of fact, to be returned to VCTC for a decision which shall be made pursuant to the procedures outlined in this Section.

Attachment index

Attachment	Contents
A	Scope of work and corridor maps
B	VCTC contractor agreement and insurance requirements
C	Cost proposal and rate schedule
D	Proposer disclosures and insurance confirmation
E	SCRRA Form No. 6 Temporary Right-of-Entry Agreement, including Exhibit A Insurance Requirements and Exhibit B Insurance Forms

Attachment A Scope of Work

VCTC requires weed abatement, debris removal, and related property maintenance on designated portions of its railroad rights-of-way and related properties. Anticipated services include mowing and brush removal, tree pruning and removal, arborist assessments, approved herbicide application, collection and disposal of vegetation and debris, minor fence and gate repairs, sign and barrier installation, and graffiti removal. Work will address seasonal fire hazards, local agency notices, and other maintenance needs identified by VCTC.

Services are provided on call through written work orders. VCTC may award separate agreements to multiple qualified proposers under Section 6 to establish an on-call contractor bench. Each contractor must be able to perform the full scope through its staff and approved subcontractors. An award does not guarantee work, a minimum payment, or a share of assignments. VCTC will assign work under Section A2.1.

A1.1 Limits of responsibility

Each assignment will identify the actual property boundary, treatment area, and access route. The general abatement area is outside the railroad operator's operating right-of-way and inside the VCTC property line. Vegetation control within the operating right-of-way remains the railroad operator's responsibility. No work order may authorize track maintenance or change this boundary without a properly approved change to the agreement and required railroad permissions.

The contractor shall review the location, document uncertain ownership or limits, and refer discrepancies to VCTC before commencing any work. Fence lines, apparent maintenance limits, and approximate corridor mileage are not legal boundary surveys or guaranteed treatment quantities. VCTC will resolve ownership and responsibility questions and confirm the work area in writing.

A1.2 Mechanical vegetation abatement

Mow, cut, trim, or hand-remove weeds and brush using methods suited to slopes, ground conditions, access, and fire restrictions. Complete seasonal fire-hazard work and additional on-call abatement as directed by VCTC. Remove growth near fences, hedges, trees, structures, signs, and utilities without damaging them. Use hand methods where machinery would create damage or unsafe clearance.

Each work order shall specify the clearance standard, treatment limits, finish height, disposal method, and completion date required by the applicable fire authority or local agency. Where no different approved finish is specified, mechanically cut herbaceous weeds to no more than three inches where safely achievable without scalping, erosion, or damage. Report areas needing a different treatment before proceeding. Cutting shall not undermine slopes or obstruct drainage.

A1.2.1 Tree pruning, removal, and arborist services

Provide tree pruning, removal of dead or hazardous limbs, raising of lower branches, removal of individual trees, stump grinding, and arborist assessments. Services may be performed by qualified contractor personnel or approved subcontractors.

Perform fire-hazard pruning in accordance with the requirements of the fire authority having jurisdiction and applicable abatement notices. Where VCFD requirements apply, trees exceeding 6 feet in height shall be limbed up to 6 feet above ground or one-third of the tree's height, whichever is less, unless an approved exception or another applicable clearance requirement governs.

Tree removal, stump grinding, and pruning requiring climbing, aerial equipment, or rigging require a written estimate and approval from VCTC's Contract Administrator or authorized designee before proceeding. Identify the trees, proposed work, required permits, personnel, equipment, disposal, and estimated cost. Protect trees designated to remain and obtain required approvals before pruning or removing protected trees.

Provide an ISA Certified Arborist for assessments and written recommendations when requested by VCTC. Tree work shall be directed by a qualified tree worker and performed by appropriately licensed and qualified personnel or approved subcontractors in accordance with applicable safety requirements. Remove and lawfully dispose of resulting vegetation and debris unless VCTC approves another method.

A1.3 Chemical treatment

Chemical treatment requires separate written approval from VCTC's Contract Administrator or authorized designee. The contractor shall:

- Submit the proposed product, label and safety data sheet, treatment map, application rate and method, target vegetation, treatment schedule, applicator credentials, required permits or recommendations, and measures to prevent drift and runoff.
- Consider mechanical methods and site restrictions before proposing herbicides.
- Use personnel and businesses holding the licenses and certifications required for the treatment and location. Comply with all applicable local, county, state, and federal requirements, pesticide label restrictions, and railroad access requirements. VCTC approval does not replace any required license, permit, or approval.
- Provide required notices and application records.
- Suspend application when wind, weather, public presence, or site conditions prevent compliant use.
- Obtain specific written authorization from VCTC's Contract Administrator or authorized designee and all required approvals before treating waterways, sensitive areas, desirable vegetation, or adjacent property.

A1.4 Debris collection and disposal

The contractor shall:

- Collect, load, haul, and lawfully dispose of cut vegetation, litter, trash, and authorized bulky debris.
- Separate waste streams and handle and dispose of materials in accordance with applicable local, county, state, and federal requirements.
- Not burn material, push it onto neighboring property, or place it in drainage channels.
- Obtain written approval from VCTC's Contract Administrator or authorized designee before leaving stockpiles on site.
- Secure and cover loads as required during transport.
- Document quantities removed and provide disposal facility receipts or weight tickets identifying the disposal date and destination.

A1.5 Bulky debris and unusual conditions

Assess heavy debris and propose suitable removal equipment. Vehicle towing or removal requires VCTC authorization and coordination with the agency having authority over the vehicle. Do not assume abandoned appearance authorizes removal of a vehicle or personal property.

On discovering sharps, suspected hazardous waste, unknown chemicals, asbestos, contaminated soil, or other material outside crew qualifications, stop the affected work, protect the area as practical, and notify VCTC. Specialized characterization, handling, and disposal require a separate approved scope and qualified personnel. They are not included in ordinary debris removal rates unless expressly identified.

Report occupied encampments or personal belongings to VCTC. The contractor shall not conduct enforcement, eviction, or independent disposition of personal property. VCTC will coordinate any required notices, outreach, law enforcement, and clearance. Cleanup may proceed only after VCTC confirms the authorized area and handling instructions in writing.

A1.6 Related property maintenance

Provide separately authorized minor fence and gate repairs; installation or replacement of signs, posts, locks, and barriers; graffiti removal; and related surface repainting. The work order must identify dimensions, materials, finish, disposal, and acceptance requirements. Approval to purchase a material does not authorize the associated repair. Price labor and equipment separately from reimbursable materials.

Photograph existing fences, gates, improvements, and adjacent damage before starting with dates and locations clearly marked on photo. Preserve fence alignment, property access, and security. Do not alter, cut, remove, relocate, or replace fencing without explicit authorization. Close and secure gates after each visit. Immediately report damage and protect the site; promptly notify VCTC and correct contractor-caused damage at contractor expense, subject to VCTC's approved repair method.

A1.7 Agency inspections and coordination

VCTC anticipates receiving local fire-hazard and weed-abatement notices twice each year and may receive additional or follow-up notices. Seasonal abatement is generally anticipated in spring and fall, with tentative completion deadlines in June and October, subject to the deadlines established in each jurisdiction's notice. VCTC will provide applicable notices and authorize the work limits, clearance standard, and completion date. The assigned contractor shall track each notice, its deadline, and the status of authorized work; arrange personnel, equipment, permits, and railroad access in time; and complete the work by the notice deadline or an earlier work-order date. Provide completion photographs and disposal records for VCTC's response or reinspection. Notify VCTC immediately of any condition that threatens the deadline and propose corrective action. A notice does not authorize work or additional costs. Sample notices are illustrative; the deadlines for assigned work will be stated in the applicable notice and work order.

Remove loose material from affected paved areas and keep drains, paths, and crossings clear. Minimize dust, noise, and inconvenience to neighbors and motorists. Maintain public protection and traffic control. Avoid nesting wildlife, protected vegetation, cultural resources, and other restricted areas; stop affected work and notify VCTC if an unanticipated sensitive condition is found.

A1.8 Services outside this solicitation

Track, signal, ballast, bridge, structural, major earthwork, utility relocation, and major construction services are outside this scope.

VCTC may obtain separate quotes or procure larger tree projects separately.

This agreement does not transfer railroad operating duties or public-agency enforcement authority to the contractor.

A2 Work orders response and acceptance

A2.1 Assessment and authorization

VCTC may request a site assessment following an inspection, complaint, railroad report, or agency notice. Inspect only with permitted access. Submit photos, proposed limits and methods, hazards, estimated labor, equipment, disposal and materials, required approvals, and a schedule. Assessment charges require written authorization at awarded rates.

Only VCTC's Contract Administrator or authorized designee may authorize work. Written authorization, including email or other electronic format, must identify the assigned contractor, scope, location, completion deadline, and approved cost based on the contractor's agreement rates. The contractor shall receive authorization before beginning work or incurring costs. An assignment cannot increase the contractor's agreement ceiling or extend its term.

Assignments among bench contractors will consider site qualifications, railroad approvals, capacity, deadlines, performance, and estimated cost at awarded rates. VCTC may obtain estimates and schedules from bench contractors for planned work and select the best overall value. For urgent work or time-sensitive notices, VCTC may contact a bench contractor able to meet the schedule. VCTC may use another bench contractor if a contractor declines, lacks capacity or approvals, or has a documented performance issue. VCTC will record its selection reason. Proposal rank does not determine assignments; no contractor has a right of first refusal or guaranteed allocation. Separate work orders may divide sites or tasks, with coordinated work limits and safety requirements.

A2.2 Service levels

Request type	Required contractor response
Routine request	Acknowledge within one business day. Complete an authorized assessment and estimate within three business days unless VCTC specifies otherwise. Start authorized work within five business days after required access approvals, or on the approved seasonal schedule.
Urgent fire or safety condition	Maintain a 24-hour contact. Acknowledge within one hour; provide a response plan and crew arrival time within two hours. Mobilize within four hours after authorization and required access clearance, unless VCTC approves otherwise.
Completion documentation	Provide the work record, photos, and disposal documentation within two business days after completion; report any open item immediately.
Deficient work	Acknowledge within one business day. Correct within three business days after notice or sooner where necessary for safety, subject to access and an approved correction schedule.

Business days exclude weekends and VCTC-observed holidays. Urgent response times run continuously. Meet work-order and applicable notice deadlines. Immediately report conditions preventing safe or timely work, with protective measures and a proposed schedule. VCTC must approve work-order schedule changes; only the issuing agency may extend its notice deadline.

Confirm availability within the stated response times and identify staffing or access constraints. VCTC may use another bench contractor if needed. Requests for availability or estimates do not authorize charges unless assessment time is expressly approved.

A2.3 Changes and cost control

Obtain a written revision before adding work, hours, equipment, or charges. Update the estimate at 80 percent of the work-order ceiling or when an overrun is forecast, whichever occurs first. Stop at the authorized limit.

A2.4 Acceptance and performance review

VCTC will inspect work limits, vegetation standards, debris removal, disposal records, property protection, and repairs. Correct contractor-caused deficiencies at no added cost.

Later regrowth or new dumping will be treated as a new assignment unless VCTC's Contract Administrator or authorized designee determines that the additional work is necessary to correct incomplete or defective work by the contractor.

Review response times, first-pass acceptance, invoice accuracy, safety incidents, and budget adherence with VCTC at least quarterly.

A3 Railroad safety and transition

A3.1 Access and protective services

Before each assignment involving railroad property, confirm the affected railroad, access limits, permits, work window, site-specific work plan, training, and protective services. Coordinate through VCTC and the affected railroad. For work requiring Southern California Regional Rail Authority (SCRRA/Metrolink) approval, obtain SCRRA Form 6 right-of-entry approval (Attachment E) and satisfy its conditions. Provide the required policies and endorsements under Attachment B and Form 6 Exhibit A for acceptance before the affected work begins. Each contractor is responsible for its employees and subcontractors; another awardee's approval does not authorize its work.

Roadway Worker Protection (RWP) requirements protect personnel working on or near railroad tracks through railroad safety training and safe work procedures. The contractor shall identify employees and subcontractors who require RWP or other railroad training, arrange training through a provider such as Rail Pros accepted by the affected railroad, pay for the training and certificate fees, and maintain required renewals. Submit current credentials before assigning personnel to work requiring them. Current credentials for every proposed worker and Form 6 approval are not required at proposal submission. A training certificate or VCTC work order does not authorize railroad entry.

Obtain required railroad protection before entering restricted areas, fouling a track, or working within the railroad operating envelope. The railroad determines protection requirements and directs railroad operations. Stop affected work if protection is unavailable. Arrange utility notification and any separate railroad signal or communication cable marking before ground disturbance. Prevent interference with crossings, drainage, visibility, signals, and trains. Identify access, protection, and marking lead times, charges, and payment responsibility in the work-order estimate. Notify the railroad's emergency contact and emergency services of immediate danger, as appropriate, then VCTC.

A3.2 Site safety

Maintain a written safety program and site-specific hazard assessment covering machinery, slopes, flying debris, traffic, fire, heat, hazardous materials, and public exposure. Conduct documented job briefings and provide protective equipment, guards, barriers, fire equipment, and spill controls. Comply with applicable Cal/OSHA and railroad rules, fire restrictions, and utility marking requirements. Stop affected work when conditions are unsafe, required approvals or protection are missing, or work would exceed authorized limits. Secure the area as practical and notify VCTC and the affected railroad as appropriate. Report incidents and property damage immediately and provide a written report within one business day. Resume only after the hazard is addressed and required authorization is confirmed.

A3.3 Mobilization and continuity

The proposal's May 1, 2027 readiness plan shall address personnel, equipment, subcontractors, insurance, licenses, RWP training, railroad approvals, and initial assignments. Identify lead times for permits, protective services, and utility or railroad cable marking. Each contractor shall arrange and pay for required training and renewals for its employees and subcontractors. VCTC may assist with railroad contacts and site information. Pre-award planning does not guarantee selection or authorize paid field work.

Within five business days after execution, attend a kickoff meeting and provide the final contact roster, emergency contacts, equipment list, safety plan, and first 60-day work plan. Provide a roster showing each assigned worker's required training, credential status, and expiration dates, together with the status of permits and insurance. Submit execution documents within the deadline in Section 6.3 and complete readiness items by April 23, 2027. Each contractor shall maintain capacity for accepted assignments and

applicable notice deadlines. VCTC will coordinate initial assignments across bench contractors. Work may begin only after all approvals required for that assignment are in place.

A3.4 End of agreement

At expiration or termination, deliver open work-order status, completion records, keys and access devices, approved treatment records, and VCTC property. Cooperate in orderly transfer to VCTC or a successor. Do not continue work beyond the agreement term or assume an option will be exercised.

A4 Compensation and records

A4.1 Payment basis

Payment is for actual authorized labor hours and equipment use at that contractor's awarded Attachment C rates, plus approved reimbursables, within each work-order ceiling and that contractor's agreement ceiling. VCTC may accept a task-specific fixed price derived from the awarded rates when the work is adequately defined. The contractor shall not receive both fixed-price and hourly payment for the same work.

Labor rates include wages, required benefits and payroll costs, overhead, profit, ordinary supervision, required insurance, and all RWP and other railroad training, certificate fees, training time, and renewals for employees and subcontractors. Training time and fees are not separately billable or reimbursable. Hand tools, including string trimmers and chainsaws, are included. Equipment rates exclude operators and include fuel, maintenance, insurance, and ordinary operating supplies. Bill each person once for a time interval at the classification of the work performed. Bill equipment only during authorized productive use or expressly authorized standby. Do not duplicate charges for included items.

Regular travel, dispatch, loading, and transport to and from the site are included in the quoted mobilization charge. No separate mileage, commuting, fuel surcharge, minimum-hour charge, or administrative fee is payable. Normal workday movement among nearby work sites is included. Each separately approved mobilization must be identified in the work order.

A4.2 Reimbursable costs and rate changes

Reimburse approved disposal fees, non-routine repair materials, and approved third-party access, protection, cable-marking, or specialty services at documented actual cost without markup. Required insurance and contractor training costs are included in rates under Section A4.1. Obtain written approval before purchases or subcontract commitments. For emergency rentals or equipment transport without an awarded rate, submit the supplier quote and obtain written cost approval before incurring the charge.

The awarded Attachment C rates and agreed annual adjustments apply during the initial service term and any exercised options stated in Section 1, through June 30, 2032. The five-year evaluated total used in Section 6 is for proposal comparison; it does not establish the agreement ceiling or guarantee work. No unquoted premium applies. Pay legally required wages regardless of the billing rate. Any extraordinary rate adjustment requires an approved written amendment; there is no automatic reimbursement for wage, fuel, or other cost changes beyond the agreed rate schedule.

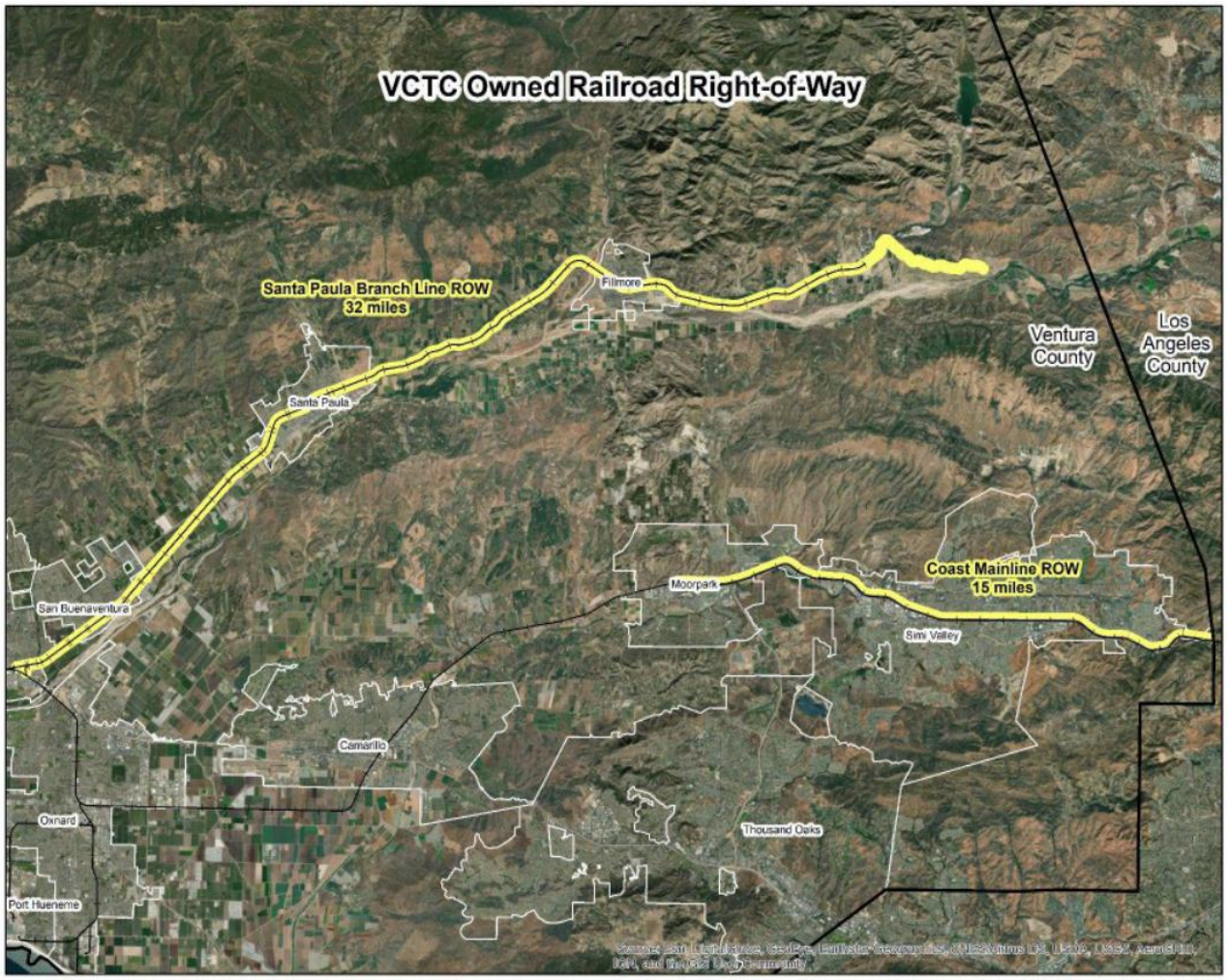
A4.3 Invoices and records

Invoice monthly by work order and service category. Show dates, location, work description, worker classifications and hours, equipment identification and hours, rates, approved mobilizations, reimbursables, prior billings, current charges, remaining work-order and contract balances, and contractor certification. Reconcile billed hours and charges to daily field records and identify each approved subcontractor. Attach those records, before-and-after photos with dates and locations clearly marked, disposal and material receipts, and approvals. Submit required payroll records securely; do not put sensitive payroll identifiers in ordinary invoice emails.

VCTC will pay a complete, accurate invoice for accepted work within 30 days of receipt, subject to applicable law. Identify disputed items promptly and correct errors. Retain supporting records for at least three years after final payment and longer when required by law, funding conditions, or unresolved audit or litigation; permit authorized VCTC and funding-agency review.

A5 Corridor context and work limits

The current agreement's overview identifies approximately 15 miles of Coast Mainline right-of-way and 32 miles of Santa Paula Branch Line right-of-way. These are corridor lengths, not acres or a commitment to treat every mile. Assignments are limited to VCTC responsibilities and specifically authorized locations. The following overview is reproduced from the current agreement, Exhibit C.



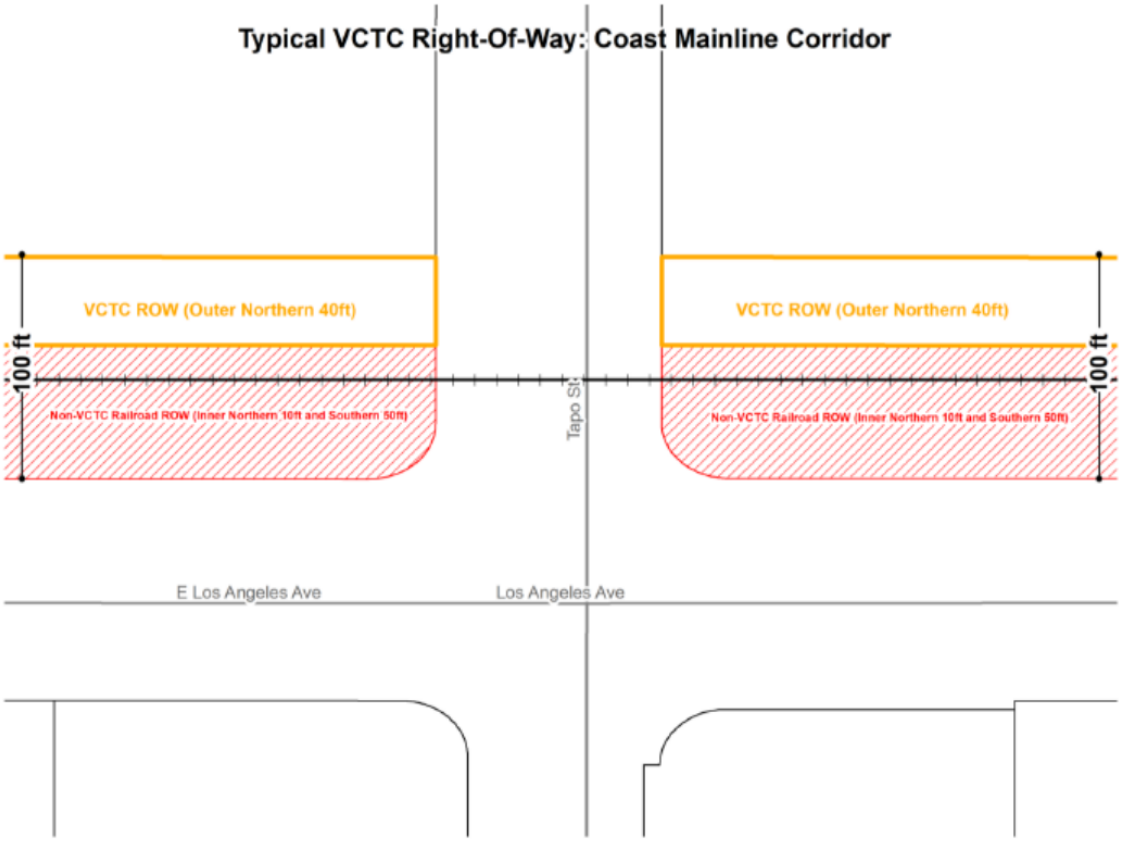
A5.1 Work limits

Corridor or location	Authorized service area	Work-order detail
Coast Mainline	VCTC-maintained area outside the railroad operating right-of-way.	Identify segment, map limits, access and applicable operator.
Santa Paula Branch Line	Only locations assigned to VCTC maintenance responsibility and specifically authorized.	Confirm operating or lease responsibilities before assignment.
Other related VCTC properties	Only properties identified in a written work order and within this service scope.	Identify parcel, address, boundaries, and restrictions.

The corridor overview provides general location information. VCTC will identify specific work locations, treatment limits, and known access requirements in each work order. Corridor mileage does not represent the area requiring treatment or guarantee any amount of work.

A5.2 Responsibility area example

The following existing Coast Mainline example illustrates the separation of VCTC and railroad maintenance areas. Dimensions in the example apply only to the depicted condition; they are not a universal setback or a substitute for location-specific confirmation.



A5.3 Required information for each assigned site

Field	Information VCTC and contractor will confirm
Location	Site identifier, corridor segment, address or milepost, parcel reference where available, and map.
Treatment limits	Boundary of authorized work, excluded operating area, protected vegetation and other no-work areas.
Access	Entry point, gates and keys, permissions, SCRRA Form 6 and Exhibit A insurance in Attachment E where applicable, current RWP credentials, protective services, utility and cable marking, and work window.
Standards	Applicable fire or code notice, issuing agency, required clearance or finish, debris handling, repair limits, completion deadline, and reinspection requirements.
Condition and quantities	Photos, approximate treatment area, terrain, vegetation, debris type and quantity, and any known hazards.
Cost responsibility	Labor and equipment allowance, disposal, material approvals, mobilization, and railroad or specialty charges.

Attachment B

WEED ABATEMENT AND DEBRIS REMOVAL SERVICES CONTRACTOR AGREEMENT BETWEEN THE VENTURA COUNTY TRANSPORTATION COMMISSION AND

_____

THIS AGREEMENT for weed abatement, debris removal and related services. is made by and between the Ventura County Transportation Commission ("VCTC") and _____ ("Contractor") (together referred to as the "Parties") as of May 1, 2027 (the "Effective Date").

Section 1. **SERVICES**. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to VCTC the weed abatement and debris removal described in the Scope of Work attached as Exhibit A, and incorporated herein, at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on_____, the date of completion specified in Exhibit A, and Contractor shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Contractor to complete the services required by this Agreement shall not affect VCTC's right to terminate the Agreement, as referenced in Section 8.

1.2 **Standard of Performance.** Contractor shall perform all services required pursuant to this Agreement according to the standards observed by a competent practitioner of the profession in which Contractor is engaged.

1.3 **Assignment of Personnel.** Contractor shall assign only competent personnel to perform services pursuant to this Agreement. In the event that VCTC, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Contractor shall, immediately upon receiving notice from VCTC of such desire of VCTC, reassign such person or persons.

1.4 **Time.** Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Contractor's obligations hereunder.

Section 2. **COMPENSATION.** VCTC hereby agrees to pay Contractor a sum not to exceed $_____, with such work billed at the hourly rates for services specified in Exhibit B, notwithstanding any contrary indications that may be contained in Contractor's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Contractor's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. VCTC shall pay Contractor for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from VCTC to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all invoices to VCTC in the manner specified herein. Except as specifically authorized by VCTC in writing, Contractor shall not bill VCTC for duplicate services performed by more than one person.

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Contractor and VCTC acknowledge and agree that compensation paid by VCTC to Contractor under this Agreement is based upon Contractor's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Contractor. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Contractor and its employees, agents, and subcontractors may be eligible. VCTC therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 **Invoices.** Contractor shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At VCTC's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Contractor and each employee, agent, and subcontractor of Contractor performing services hereunder;
- The Contractor's signature;
- Contractor shall give separate notice to VCTC when the total number of hours worked by Contractor and any individual employee, agent, or subcontractor of Contractor reaches or exceeds 800 hours within a 12-month period under this Agreement and any other agreement between Contractor and VCTC. Such notice shall include an estimate of the time necessary to complete work described in Exhibit A and the estimate of time necessary to complete work under any other agreement between Contractor and VCTC, if applicable.

2.2 **Monthly Payment.** VCTC shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. VCTC shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Contractor.

2.3 **Total Payment.** VCTC shall pay for the services to be rendered by Contractor pursuant to this Agreement. VCTC shall not pay any additional sum for any expense or cost whatsoever incurred by Contractor in rendering services pursuant to this Agreement. VCTC shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Contractor submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement,

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unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

2.4 **Hourly Fees.** Fees for work performed by Contractor shall be billed on an hourly basis and shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit B.

2.5 **Reimbursable Expenses.** Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded and no separate additional amount is set aside for expenses.

2.6 **Payment of Taxes.** Contractor is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

2.7 **Payment upon Termination.** In the event that VCTC or Contractor terminates this Agreement pursuant to Section 8, VCTC shall compensate the Contractor for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Contractor shall maintain adequate logs and timesheets to verify costs incurred to that date.

2.8 **Authorization to Perform Services.** The Contractor is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

2.9 **Prevailing Wage.** Where applicable, the wages to be paid for a day's work to all classes of laborers, workmen, or mechanics on the work contemplated by this Agreement, shall be not less than the prevailing rate for a day's work in the same trade or occupation in the locality within the state where the work hereby contemplates to be performed as determined by the Director of Industrial Relations pursuant to the Director's authority under Labor Code Section 1770, et seq. Each laborer, worker or mechanic employed by Contractor or by any subcontractor shall receive the wages herein provided for. The Contractor shall pay two hundred dollars ($200), or whatever amount may be set by Labor Code Section 1775, as may be amended, per day penalty for each worker paid less than prevailing rate of per diem wages. The difference between the prevailing rate of per diem wages and the wage paid to each worker shall be paid by the Contractor to each worker.

An error on the part of an awarding body does not relieve the Contractor from responsibility for payment of the prevailing rate of per diem wages and penalties pursuant to Labor Code Sections 1770 1775. VCTC will not recognize any claim for additional compensation because of the payment by the Contractor for any wage rate in excess of prevailing wage rate set forth. The possibility of wage increases is one of the elements to be considered by the Contractor.

a. Posting of Schedule of Prevailing Wage Rates and Deductions. If the schedule of prevailing wage rates is not attached hereto pursuant to Labor Code Section 1773.2, the Contractor shall post at appropriate conspicuous points at the site of the project a schedule showing all determined prevailing wage rates for the various classes of laborers and

SAMPLE

mechanics to be engaged in work on the project under this contract and all deductions, if any, required by law to be made from unpaid wages actually earned by the laborers and mechanics so engaged.

b. Payroll Records. Each Contractor and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor in connection with the public work. Such records shall be certified and submitted weekly as required by Labor Code Section 1776."

Section 3. **FACILITIES AND EQUIPMENT.** Except as set forth herein, Contractor shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. VCTC shall make available to Contractor only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

VCTC shall furnish physical facilities such as desks as may be reasonably necessary for Contractor's use while consulting with VCTC employees and reviewing records and the information in possession of VCTC. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of VCTC. In no event shall VCTC be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

Section 4. **INSURANCE REQUIREMENTS.** Before beginning any work under this Agreement, Contractor, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Contractor shall provide proof satisfactory to VCTC of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work to VCTC. Contractor shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Contractor's bid. Contractor shall not allow any subcontractor to commence work on any subcontract until Contractor has obtained all insurance required herein for the subcontractor(s) and provided evidence that such insurance is in effect to VCTC. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Contractor shall maintain all required insurance listed herein for the duration of this Agreement.

4.1 **Workers' Compensation.** **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.. 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. 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.

SAMPLE

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 Commercial General Liability (CGL). Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $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.

4.2.2 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

4.2.3 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition), Code 1 (any auto). No endorsement shall be attached limiting the coverage.

4.2.4 Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

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

b. VCTC, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor

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

d. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to VCTC.

e. Certificate Holder and Additional Insureds
Certificate holder and/or insured will be the following:
Southern California Regional Rail Authority (SCRRA)

SAMPLE

Additionally Insured will be the following:
Los Angeles County Metropolitan Trans. Auth. (MTA)
Burlington Northern Santa Fe Corp. (BNSF)
Orange County Transportation Authority (OCTA)
Union Pacific Railroad Company (UPRR)
Riverside County Transportation Commission (RCTC)
National Railroad Passenger Corp. (AMTRAK)
San Bernardino County Transportation Authority (SBCTA)
Ventura County Transportation Commission (VCTC)
RailPros Field Services, Inc.

4.3 Railroad Protective Liability. Insurance on behalf of Ventura County Transportation Commission with limits no less than $2,000,000 per occurrence and $6,000,000 annual aggregate, required whenever work is performed within 50 feet of the railroad tracks. Southern California Regional Rail Authority (SCRRA) shall also be a Named Insured on the policy.

4.4 All Policies Requirements.

4.4.1 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.

4.4.2 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 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, it 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. Contractor shall also submit the required insurance documentation directly to SCRRA for review and acceptance before beginning services on the railroad right-of-way and provide VCTC with confirmation of SCRRA's acceptance.

4.4.3 Deductibles and Self-Insured Retentions. Contractor shall disclose to and obtain the written 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. At the option of VCTC, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects VCTC, its officers, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to VCTC guaranteeing payment of losses and related investigations, claim administration and defense expenses. 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

SAMPLE

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.

4.4.4 **Wasting Policies**. No policy required by this Section 4 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

4.4.5 **Waiver of Subrogation.** Contractor hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Contractor agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the Contractor, its employees, agents, and subcontractors.

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

4.5 **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.

4.6 **Contractors Pollution Liability. C**ontractors Pollution Liability applicable to the work being performed, with limits no less than $1,000,000 per occurrence and $2,000,000 aggregate per policy period of one year.

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

To the fullest extent permitted by law, Contractor shall indemnify, defend with counsel acceptable to VCTC, and hold harmless VCTC and its officers, officials, employees, agents and volunteers from and against any

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and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Contractor's performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of VCTC.

The Contractor's obligation to defend and indemnify shall not be excused because of the Contractor's inability to evaluate Liability or because the Contractor evaluates Liability and determines that the Contractor is not liable to the claimant. The Contractor must respond within 30 days, to the tender of any claim for defense and indemnity by VCTC, unless this time has been extended by VCTC. If the Contractor fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Contractor under and by virtue of this Agreement as shall reasonably be considered necessary by VCTC, may be retained by VCTC until disposition has been made of the claim or suit for damages, or until the Contractor accepts or rejects the tender of defense, whichever occurs first.

With respect to third party claims against the Contractor, the Contractor waives any and all rights of any type to express or implied indemnity against the Indemnitees.

Notwithstanding the forgoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2782, as may be amended from time to time, such duties of Contractor to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of VCTC, Contractor shall indemnify, defend, and hold harmless VCTC for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of VCTC.

Section 6. STATUS OF CONTRACTOR.

6.1 Independent Contractor. At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of VCTC. VCTC shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise VCTC shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Notwithstanding any other VCTC, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by VCTC, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of VCTC and entitlement to any contribution to be paid by VCTC for employer contributions and/or employee contributions for PERS benefits.

SAMPLE

6.2 **Contractor Not an Agent.** Except as VCTC may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of VCTC in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind VCTC to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.

7.2 **Compliance with Applicable Laws.** Contractor and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.

7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Contractor and any subcontractors shall comply with all applicable rules and regulations to which VCTC is bound by the terms of such fiscal assistance program.

7.4 **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 of whatsoever 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 applicable to the work.

7.5 **Nondiscrimination and Equal Opportunity.** Contractor shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation or any other category protected by local, state, or federal law, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Contractor thereby.

Contractor shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

8.1 **Termination.** VCTC may cancel this Agreement at any time and without cause upon written notification to Contractor.

SAMPLE

Contractor may cancel this Agreement upon thirty (30) days' written notice to VCTC and shall include in such notice the reasons for cancellation.

In the event of termination for convenience, Contractor shall be entitled to compensation for services satisfactorily performed up to the effective date of termination.

In the event of termination for cause, VCTC, Contractor shall be entitled to compensation for services satisfactorily performed up to the effective date of termination; however, Contractor shall not be relieved of liability to VCTC for damages sustained by VCTC arising from Contractor's breach of this Agreement and 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.

Further, VCTC may condition payment of any compensation due to Contractor upon termination upon Contractor delivering to VCTC any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Contractor or prepared by or for Contractor or the VCTC in connection with this Agreement.

8.2 **Extension.** VCTC may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Contractor understands and agrees that, if VCTC grants such an extension, VCTC shall have no obligation to provide Contractor with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, VCTC shall have no obligation to reimburse Contractor for any otherwise reimbursable expenses incurred during the extension period.

8.3 **Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.

8.4 **Assignment and Subcontracting.** VCTC and Contractor recognize and agree that this Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to VCTC for entering into this Agreement was and is the professional reputation and competence of Contractor. Contractor may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Contractor shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

8.5 **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.

8.6 **Options upon Breach by Contractor.** If Contractor materially breaches any of the terms of this Agreement, VCTC's remedies shall included, but not be limited to, the following:

SAMPLE

8.6.1 Immediately terminate the Agreement;

8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Contractor pursuant to this Agreement;

8.6.3 Retain a different Contractor to complete the work described in Exhibit A not finished by Contractor;

8.6.4 Charge Contractor the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that VCTC would have paid Contractor pursuant to Section 2 if Contractor had completed the work; and

8.6.5 Offset any damages sustained by VCTC as a result of Contractor's breach from any compensation otherwise due and payable to Contractor for work satisfactorily performed up to the effective date of termination.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 **Records Created as Part of Contractor's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of VCTC. Contractor hereby agrees to deliver those documents to VCTC upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for VCTC and are not necessarily suitable for any future or other use. VCTC and Contractor agree that, until final approval by VCTC, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.

9.2 **Contractor's Books and Records.** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to VCTC under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Contractor to this Agreement.

9.3 **Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of VCTC. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds $10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of VCTC or as part of any audit of VCTC, for a period of 3 years after final payment under the Agreement.

SAMPLE

Section 10 MISCELLANEOUS PROVISIONS.

10.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including 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.

10.2 **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 Ventura County or in the United States District Court for the Central District of California.

10.3 **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.

10.4 **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.

10.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

10.6 **Use of Recycled Products.** Contractor shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

10.7 **Conflict of Interest.** Contractor may serve other clients, but none whose activities within the corporate limits of VCTC or whose business, regardless of location, would place Contractor in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Contractor shall not employ any VCTC official in the work performed pursuant to this Agreement. No officer or employee of VCTC shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

Contractor hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of VCTC. If Contractor was an employee, agent, appointee, or official of VCTC in the previous twelve months, Contractor warrants that it did not participate in any manner in the forming of this Agreement. Contractor understands that, if this Agreement is made in violation of Government Code § 1090 *et seq.*, the entire Agreement is void and Contractor will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Contractor will be required to reimburse VCTC for any sums paid to the Contractor.

SAMPLE

Contractor understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

10.8 **Solicitation.** Contractor agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.9 **Contract Administration.** This Agreement shall be administered by Dolores Lopez ("Contract Administrator"). All correspondence, communications and meetings shall be directed to or through the Contract Administrator or their designee. The Contractor shall only take direction regarding the services provided under this Agreement from the Contract Administrator. Furthermore, Contractor agrees that the Contract Administrator shall be included any meeting, teleconference or written communication between any VCTC representative including Commission members and the Contractor. VCTC may modify the Contract Administrator at any time upon providing written notice to the Contractor.

10.10 **Notices.** Any written notice to Contractor shall be sent to:

_____
_____
_____

Any written notice to VCTC shall be sent to:

Ventura County Transportation Commission
Attn: Executive Director
751 E. Daily Drive, Ste. 420
Camarillo, CA 93010

10.11 **Professional Seal.** Where applicable in the determination of the contract administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.

_____ Seal and Signature of Registered Professional with report/design responsibility.

SAMPLE

10.12 **Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A, represents the entire and integrated agreement between VCTC and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.

Exhibit A	Scope of Services
Exhibit B	Compensation Schedule

10.13 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

[SIGNATURES ON FOLLOWING PAGE]

SAMPLE

The Parties have executed this Agreement as of the Effective Date.

VENTURA COUNTY TRANSPORTATION COMMISSION

_____

Martin Erickson, Executive Director

_____

CONTRACTOR

_____

Approved as to Form:

_____

Lindsay D'Andrea

SAMPLE

SAMPLE

Attachment C Cost proposal and rate schedule

Proposer legal name: _____

Complete and sign this form and submit it as a separate Cost Proposal PDF. Include any continuation pages in the same PDF. Complete every required rate, adjustment, and total. Enter 0.00 only for an included item and explain where its cost is included. Quote the full scope through qualified staff and identified subcontractors.

Labor rates include wages, benefits, payroll costs, overhead, profit, ordinary supervision, required insurance, hand tools, and all Roadway Worker Protection (RWP) and other required railroad training time, fees, certificates, and renewals for employees and subcontractors. Training is not separately billable or reimbursable.

C1 Base labor rates per person hour

Code and classification	Regular	Overtime	Double time
L1 Working foreman	$_____	$_____	$_____
L2 Abatement and debris laborer	$_____	$_____	$_____
L3 Equipment operator or truck driver	$_____	$_____	$_____
L4 Qualified pesticide applicator	$_____	$_____	$_____
L5 Minor repair technician	$_____	$_____	$_____
L6 ISA Certified Arborist	$_____	$_____	$_____
L7 Tree trimmer/climber	$_____	$_____	$_____

Identify applicable wage classifications and determination references below or on a continuation page. If a function must be split into separate classifications, identify the allocation without changing or duplicating the C5 quantities.

Wage classifications and references: _____
_____

State the workweek, overtime/double-time periods, and holidays below or on a continuation page. Premium billing requires VCTC authorization. An emergency does not create an extra surcharge. The contractor remains responsible for legally required wages.

Premium time rules: _____
_____

C2 Base equipment rates per equipment hour

Code and equipment without operator	Capacity or model	Rate
E1 Tractor with mower	_____	$_____
E2 Skid steer or comparable loader	_____	$_____
E3 End-dump or debris-hauling truck	_____	$_____
E4 Water truck or wagon	_____	$_____
E5 Chipper	_____	$_____
E6 Spray rig or backpack application equipment	_____	$_____

Equipment rates include fuel, maintenance, insurance, and ordinary operating supplies. Price operators under C1 only. Chainsaws, string trimmers, and ordinary hand tools are included in labor rates. Identify equipment capacity; a specific brand is not required.

C3 Additional equipment rates

Quote equipment available for the proposed services; enter “Not offered” where unavailable. Equipment may be owned, rented, or provided by an identified subcontractor. These items are outside the comparison quantities and require written approval before use. Additional equipment does not expand the authorized scope.

Code and additional equipment	Capacity or model	Unit	Base rate
E7 Walk-behind brush or rough-cut mower	_____	Hour	$_____
E8 Remote-controlled or slope mower	_____	Hour	$_____
E9 Brush-cutter or mulching attachment only	_____	Hour	$_____
E10 Grapple attachment only	_____	Hour	$_____
E11 Compact excavator for debris handling	_____	Hour	$_____
E12 Aerial lift for authorized tree work or minor repairs	_____	Hour	$_____
E13 Pressure washer for cleanup or graffiti	_____	Hour	$_____
E14 Dump or utility trailer	_____	Day	$_____
E15 Portable generator	_____	Hour	$_____
E16 Stump grinder	_____	Hour	$_____
E17 Bucket truck	_____	Hour	$_____
Other: _____	_____	_____	$_____
Other: _____	_____	_____	$_____

State attachments included in each machine rate: _____
_____

Do not bill separately for equipment or attachments already included in another rate or mobilization. Hourly rates exclude operators. State any different billing unit or proposed rental terms on a continuation page; VCTC must accept them before use.

C4 Mobilization and additional resources

M1 Fixed charge per approved crew mobilization: $_____

Include loading, travel, equipment delivery and return, dispatch, demobilization, and normal movement among nearby work sites. No separate mileage, commuting, fuel surcharge, minimum-hour charge, or administrative fee applies. Charge once per crew per day unless VCTC approves a separate mobilization.

Crew and equipment covered by M1: _____
_____

List other resources and providers below; enter “None” if none are proposed. Use a continuation page if needed. Supplemental rates require VCTC approval before use and follow C6 adjustments.

Additional resource and provider	Billing unit	Base rate
_____	_____	$_____
_____	_____	$_____

Approved disposal, non-routine materials, and third-party access, protection, cable-marking, or specialty costs are reimbursed at documented actual cost without markup under A4.2. Required insurance and training remain included in rates. Obtain written authorization, including email, before incurring costs. Exclude actual-cost reimbursements from C5 and C6 totals.

Attachment C Sample workload for price evaluation

C5 Sample workload for price evaluation

VCTC will use the sample workload below only to compare proposal costs under Section 6.1. These hypothetical quantities are not a forecast or guarantee of work. Every proposer must use the full quantities for each C6 period, regardless of the number of bench contractors selected. Do not change the quantities or prorate the first 14-month period. Complete the amounts below and transfer the total to C6.

For each labor row: (regular hours × regular rate) + (OT hours × OT rate) + (DT hours × DT rate). Use the C1 base rates. OT = overtime; DT = double time.

Labor	Regular hours	OT hours	DT hours	Base amount
L1 Foreman	240	16	4	$_____
L2 Laborer	640	32	8	$_____
L3 Operator or driver	240	16	4	$_____
L4 Applicator	80	0	0	$_____
L5 Repair technician	80	0	0	$_____
L6 ISA Certified Arborist	40	0	0	$_____
L7 Tree trimmer/climber	40	0	0	$_____
Labor subtotal				$_____

For each equipment or mobilization row: quantity × the C2 or M1 base rate.

Equipment or mobilization	Comparison quantity	Base amount
E1 Mower	120 equipment hours	$_____
E2 Loader	40 equipment hours	$_____
E3 Hauling truck	120 equipment hours	$_____
E4 Water truck	24 equipment hours	$_____
E5 Chipper	24 equipment hours	$_____
E6 Spray equipment	40 equipment hours	$_____
M1 Mobilization	20 mobilizations	$_____
Equipment and mobilization subtotal		$_____

Sample workload total (both subtotals): $_____ Transfer to C6, Period 1.

Attachment C Adjustments totals and signature

C6 Rate periods adjustments and evaluated total

Base rates apply May 1, 2027–June 30, 2028. For each later period, enter one percentage change applying uniformly to all quoted labor, equipment, mobilization, and supplemental rates, including premium rates. Enter 0% if unchanged. Apply adjustments cumulatively each July 1 shown while the agreement or exercised option is in effect. No other automatic escalation applies.

For each later period, adjust the previous period's unit rates by the stated percentage and round to cents. Multiply the adjusted rates by the unchanged C5 quantities, round each extension to cents, and add the extensions. Enter the result below. Supporting calculations may be included on continuation pages in this PDF; no separate spreadsheet is required.

Rate period and service dates	Change from prior period	Sample workload total
1 May 2027–June 2028 Initial term	Base rates	$_____
2 July 2028–June 2029 Initial term	_____ %	$_____
3 July 2029–June 2030 Initial term	_____ %	$_____
4 July 2030–June 2031 Option 1	_____ %	$_____
5 July 2031–June 2032 Option 2	_____ %	$_____
Five-year evaluated total	Sum of Periods 1–5	$_____

The five-year evaluated total is the sum of the same sample workload priced at the five rate periods. It is used only for proposal evaluation. It does not represent expected spending for the full 62-month potential term, establish an agreement ceiling, or guarantee work. Actual payment is for authorized services at the awarded rates under Attachment A.

Cost is worth 10 of 100 points under Section 6.1. VCTC will use the five-year evaluated total in the published cost calculation and verify arithmetic. Selection for the bench considers technical and cost scores; the lowest cost proposal will not necessarily be selected. Bench selection does not guarantee assignments. VCTC will assign work under Section A2.1.

Included items and other rate explanations (continue in this PDF if needed):

_____
_____
_____

By signing, the authorized representative confirms that this Cost Proposal includes all required rates and adjustments, identifies the services covered by included charges, and incorporates the pricing conditions in Attachment A and this attachment. Unlisted surcharges are not payable.

Authorized representative name: _____
Title: _____
Signature: _____ Date: _____

Attachment D Project Specific Disclosures

Proposer legal name: _____

Submit this signed attachment with the Technical Proposal, together with any additional standard VCTC forms included in the issued RFP. Complete all applicable fields or state “None.” Submit pricing separately in Attachment C.

D1 Licenses and regulated services

Entity and assigned service	License or registration and class	Expiration
_____	_____	_____
_____	_____	_____
_____	_____	_____

Identify contractor classifications, pesticide business and applicator credentials, and DIR registration for covered work. Identify the entity performing each regulated activity and any pending renewal. Provide supporting documentation and the lawful timing for obtaining any credential not currently held. For tree services, identify the contractor or subcontractor performing the work, its applicable contractor license, and the ISA Certified Arborist available for requested assessments.

D2 Exceptions to the proposed requirements

State “None” or attach a schedule identifying each RFP or agreement provision, proposed alternative wording, and any effect on staffing, response, or performance. Include any pricing effect only in the separate Attachment C Cost Proposal. Address any exception to service response times, railroad readiness, reimbursement rules, or insurance. VCTC is not obligated to accept an exception.

Exceptions: _____
_____

D3 Responsibility and conflicts

Disclose relevant disqualifications, terminations for default, material safety or wage findings during the last five years, current suspension or debarment, and relationships or financial interests involving VCTC personnel that could affect impartial performance or selection. Explain corrective action and current status. Disclosure alone does not automatically disqualify a proposer.

Disclosures: _____
_____

D4 Insurance confirmation and authorized certification

The undersigned is authorized to submit this proposal and certifies that these disclosures are accurate and complete to the best of their knowledge. The proposer has reviewed VCTC’s insurance requirements in Attachment B and SCRRA Form 6 Exhibit A in Attachment E and can obtain the required coverage and endorsements before work begins, subject to any requested exceptions identified in D2.

Signature: _____ Name and title: _____
Date: _____

Attachment E

SCRRA Right-of-Entry Requirements

VCTC Weed Abatement and Related Property Maintenance RFP

This attachment contains the complete SCRRA Form No. 6 Temporary Right-of-Entry Agreement, including Exhibit A Insurance Requirements for Right of Entry Agreements and Exhibit B insurance forms.

Proposers shall review the attached SCRRA Form No. 6 and its exhibits when preparing their proposals and pricing. Completion or execution of Form 6 is not required with the proposal.

Before performing work requiring SCRRA approval, the assigned contractor shall obtain the required right-of-entry approval and satisfy applicable insurance, training, and protective-service requirements. Inclusion of this form does not authorize railroad access.

Metrolink’s original form, page numbering, and exhibit labels are retained. Exhibit A is on the form’s pages 15–19; Exhibit B begins on the form’s page 20.

METROLINK

TEMPORARY RIGHT-OF-ENTRY AGREEMENT

SCRRA FORM NO. 6

SCRRA File No.	
Permit No.	
Subdivision	
Mile Post	

This Temporary Right-of-Entry Agreement ("Agreement") is between the Southern California Regional Rail Authority (hereinafter referred to as "SCRRA") and _____(hereinafter referred to as "Contractor"). This Agreement is for entry upon, over and under SCRRA and Member Agency Right-of-Way ("Right-of-Way") at or near_____ in the City of _____ or in the Unincorporated County of _____(as such location is more specifically identified above) for the purpose of _____ _____(as shown on attached drawings).

1. **Definitions**

A. Contractor is an individual, firm, partnership or corporation or combination thereof, private, municipal or public, including joint ventures, which are referred to throughout this document by singular number and masculine gender. For purposes of this agreement, Contractor also includes any subcontractor, supplier, agent or other individual entering the Right-of-Way during performance of work.

B. Indemnitees are SCRRA, Member Agencies and Operating Railroad and their respective officers, commissioners, employees, agents including RailPros Field Services, Inc., successors and assigns.

C. Operating Railroad is/are any specific passenger or freight-related railroad company(s) validly operating on SCRRA and Member Agency track(s). Operating Railroads are any combination(s) of the SCRRA (METROLINK), the National Railroad Passenger Corporation (AMTRAK), the Union Pacific Railroad Company (UPRR)

and the BNSF Railway Company.

D. Right-of-Way is defined herein to mean the real and/or personal property of SCRRA and/or Member Agencies.

E. SCRRA is a five-county joint powers authority, created pursuant to State of California Public Utilities Code Section 130255 and California Government Code Section 6500 et seq., to build and operate the "Metrolink" commuter train system in the five-county area on rail rights-of-ways owned by the Member Agencies. The five-county Member Agencies ("Member Agency") are comprised of the following: Los Angeles County Metropolitan Transportation Authority (MTA), Ventura County Transportation Commission (VCTC), Orange County Transportation Authority (OCTA), San Bernardino County Transportation Authority (SBCTA), and Riverside County Transportation Commission (RCTC).

F. SCRRA Roadway Worker In-Charge (RWIC) is a Southern California Regional Rail Authority employee or contractor (SCRRA General Code of Operating Rules and Territory Qualified) providing warning to Public Agency or Contractor personnel of approaching trains or on track equipment and who has the authority to halt work and to remove personnel from the Right-of-Way to assure safe work

G. SCRRA Safety Trainer is a qualified SCRRA employee or contracted employee (SCRRA General Code of Operating Rules qualified) as authorized by the SCRRA Chief Operating Officer to provide Contractor training.

H. SCRRA Representative: RailPros Field Services, Inc. is acting as representative for SCRRA.

2. **References**

When working on the Right-of-Way, Contractor must comply with the rules and regulations contained in the current editions of the following documents which are "references" incorporated in this document as if they were set out in full in this paragraph. Contractor, by its signature on this Agreement, acknowledges receipt of these documents and agrees to abide by said rules and regulations at all times when on the Right-of-Way. The documents are available on the Metrolink website at www.metrolinktrains.com (About, Engineering & Construction, Right of Way Encroachment)

A. Rules and Requirements for Construction on SCRRA Property, SCRRA Form No. 37.

B. General Safety Regulations for Third Party Construction and Utility Workers on SCRRA Property.

C. SCRRA SOP 2000.52 Roadway Worker Protection Program (RWPP)

D. Roadway Worker Protection Safety Manual

E. On-Track Safety Manual for Roadway Workers

F. SCRRA Risk Analysis Form SS 01-24-2020

3. **Entry onto Right-of-Way**

As required by this Agreement, and throughout the approved duration of this Agreement, Contractor shall submit for approval and maintain a Site Access Control Plan, making revisions as necessary when work locations change, defining:

A. Approved and controlled access points onto the Right-of-Way for purposes of construction activities and the approved access routes within the Right-of-Way;

B. The control methods in place at these access points to ensure material and equipment deliveries are recorded upon entry and exit and vehicles are safely managed through site to work locations; and

C. Any temporary construction crossings as agreed in advance with SCRRA and in compliance with SCRRA Standard ES 4302

Contractor shall additionally submit and maintain a hierarchy table for the senior supervision and key staff on site who are responsible for the control of site safety and operations, stating names, positions and emergency contact phone numbers.

No verbal approvals will be granted. Contractor shall not enter onto the Right-of-Way unless Contractor has arranged for SCRRA safety training as well as protective services (RWIC and/or other protective services to be determined by SCRRA) and has paid all charges and fees. A fully executed copy of this Agreement must be in the possession of Contractor at the job site and must be produced by Contractor upon request by SCRRA, a law enforcement officer or Member Agency's representative. If said Agreement is not produced, SCRRA has the right to suspend work in the Right-of-Way until Contractor demonstrates possession of this Agreement at the job site.

In accordance with all SCRRA Rules and Regulations for work upon the Right-of-

Way, prior to any work shift commencing, all Contractor's and sub-contractors' representatives shall first undertake:

A. A safety and work briefing with their supervisor to address the tasks and appropriate safety precautions for the work that they will be performing; and

B. A railroad operational safety briefing with the RWIC appointed to oversee their workgroup at which they will complete a SCRRA Job Safety Briefing, SCRRA Risk Analysis Form SS 01-24-2020 and sign-in upon the RWIC's briefing form to acknowledge that they have received and understood the railroad safety briefing, they are aware of their method of protection from railroad operations and that they will comply with the RWIC's instructions.

At any time a worker leaves the work group with which they have been briefed, to join another work group or to leave the site, they must sign-out with the RWIC. At any time a worker returns to site or joins another work group they must brief with the RWIC overseeing the new work group prior to commencing work, or re-brief with the RWIC overseeing their original work group if rejoining that group.

NOTE: IT IS IMPERATIVE THAT ALL CONTRACTOR'S AND SUBCONTRACTOR'S MANAGEMENT REPRESENTATIVES UPHOLD THE REQUIREMENTS FOR THE JOB BRIEFINGS AND RISK ASSESSMENT ENSURING THAT ALL WORKERS COMPLY. FAILURE TO DO SO WILL RESULT IN REFUSAL TO ACCESS TO THE RIGHT-OF-WAY FOR THAT WORKER AND POTENTIALLY REMOVAL OF RWP CERTIFICATION ALLOWING WORK UPON THE SCRRA IOPERATED RAILROAD.

BY SIGNATURE ON PAGE 14 OF THIS AGREEMENT, THE PRIME CONTRACTOR'S CONTRACT/CONSTRUCTION MANAGER OR EQUIVALENT CONFIRMS THEIR UNDERSTANDING OF THIS REQUIREMENT AND THEIR COMMITMENT TO ENSURING COMPLIANCE FOR THEIR ENTIRE WORKFORCE (CONTRACTORS AND SUB-CONTRACTORS' REPRESENTATIVES).

4. **Termination of Agreement**

SCRRA or Member Agency reserves the right to terminate or revoke this Agreement at any time upon two hours notice; however, in the event of an unsafe condition on the Right-of-Way, SCRRA shall have the right to terminate this Agreement immediately, without any advanced notice. Unless subsequently modified, extended, terminated or revoked by SCRRA, this Agreement shall terminate upon the earlier of (1) access to the Right-of-Way being no longer necessary, or (2) two (2) years from the Date set forth on the execution page below. In any event, however, this Agreement

shall be automatically terminated if or when the insurance that Contractor is required to maintain hereunder lapses or expires. Contractor agrees to return the Right-of-Way to a condition substantially the same as before work, including replacement, repair, or reinstallation of railroad signs and property. Railroad signs include but are not limited to “No Trespassing”, “Speed Limit”, “Milepost”, “Whistle”, “Station Stop” and “Fiber Optics”. Contractor agrees to notify SCRRA, in writing and orally, when use of the Right-of-Way or work is completed. Contractor shall also complete and return the Confirmation of Completion form. Under no circumstances shall the temporary right of entry provided for under this Agreement be construed as granting to Contractor or its Subcontractors and agents any right, title or interest of any kind or character in, on or about any Right-of-Way.

At the request of SCRRA or Member Agency, Contractor shall remove from the Right-of-Way any employee or other individual who has not completed safety training or otherwise fails to conform to the instructions of SCRRA's or Member Agency's representative in connection with work on the Right-of-Way. Any right of Contractor to enter upon the Right-of-Way shall be suspended until such request of SCRRA or Member Agency is met. Contractor shall defend, indemnify and hold harmless SCRRA and Member Agency against any claim arising from the removal of any such employee or other individual from the Right-of-Way.

5. **Indemnification**

Contractor, on behalf of itself and its employees, subcontractors, agents, successors and assigns, agrees to indemnify, defend, by counsel satisfactory to SCRRA and Member Agency, and hold harmless "Indemnitees", and each of them to the maximum extent allowed by law, from and against all loss, liability, claims, demands, suits, liens, claims of lien, damages (including incidental consequential damages), costs and expenses (including, without limitation, any fines, penalties, judgments, actual litigation expenses and experts' and actual attorneys' fees), that are incurred by or asserted against Indemnitees arising out of or connected in any manner with (i) the acts or omissions of Contractor or its officers, directors, affiliates, subcontractors or agents or anyone directly or indirectly employed by them or for whose acts the foregoing persons are liable (collectively, "Personnel") in connection with or arising from the presence upon or performance of activities by Contractor or its Personnel with respect to the Right-of-Way, (ii) bodily and/or personal injury or death of any person (including without limitation employees of Indemnitees) or damage to or loss of use of Right-of-Way resulting from such acts or omissions of Contractor or its Personnel or (iii) non-performance or breach by Contractor or its Personnel of any term or condition of this Agreement, in each case whether occurring during the term of this Agreement or thereafter.

The foregoing indemnity shall be effective regardless of any negligence (whether active, passive, derivative, joint, concurrent or comparative) on the part of Indemnitees, unless caused by the sole negligence or willful misconduct of Indemnitees and is in addition to any other rights or remedies, which Indemnitees may have under the law or under this Agreement.

Claims against the Indemnitees by Contractor or its Personnel shall not limit Contractor's indemnification obligations hereunder in any way, whether or not such claims against Indemnitees may result in any limitation of the amount or type of damages, compensation or benefits payable by or for Contractor or its Personnel under workers' compensation acts, disability benefit acts or other employee benefit acts or insurance.

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

6. **Assumption of Liability**

To the maximum extent allowed by law, Contractor releases Indemnitees from and assumes any and all risk of loss, damage or injury of any kind to any person or property, including without limitation, the Right-of-Way and any other property of or under the control or custody of, Contractor or its Personnel in connection with any acts undertaken under or in connection with this Agreement. Contractor's assumption of risk shall include, without limitation, loss or damage caused by defects in any structure or improvements (including easement, lease or license agreements for other existing improvements and utilities) on the Right-of-Way, accident or fire or other casualty on the Right-of-Way or electrical discharge, noise or vibration resulting from SCRRA, Member Agency and Operating Railroad operations on or near the Right-of-Way and any other persons or companies employed, retained or engaged by SCRRA or Member Agency. Contractor, on behalf of itself and its Personnel (as defined in Section 5, "Indemnification") as a material part of the consideration for this Agreement, hereby waives all claims and demands against the Indemnitees for any such loss, damage or injury of Contractor and/or its Personnel. Contractor waives the benefit of California Civil Code Section 1542, which provides as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

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

7. **Insurance**

Contractor, at its sole cost and expense, shall obtain and maintain in full force and effect during the term of this Agreement insurance as required by SCRRA or Member Agency in the amounts, coverage, and terms and conditions specified, and issued by insurance companies as described on Exhibit "A". SCRRA or Member Agency reserve the right, throughout the term of this Agreement, to review and change the amount and type of insurance coverage it requires in connection with this Agreement. Prior to entering the Right-of-Way or performing any work or maintenance on the Right-of-Way. Prior to execution of this Agreement, Contractor shall furnish SCRRA with insurance endorsements or certificates in the form of Exhibit "B", evidencing the existence, amounts and coverage of the insurance and signed by a person authorized by the insurer to bind coverage on its behalf. In most instances, SCRRA and Member Agency do not allow self-insurance; however, if Contractor can demonstrate assets and retention funds meeting SCRRA and Member Agency self-insurance requirements, SCRRA and Member Agency may in SCRRA's sole and absolute discretion permit Contractor to self-insure. The right to self-insure with respect to any coverage required hereunder may be granted or revoked at the sole and absolute discretion of SCRRA or any Member Agency. SCRRA or Member Agency shall not be liable for the payment of any premiums or assessments for insurance required to be maintained by Contractor under this Agreement. Contractor affirms that all subcontractors covered by this Agreement are insured to the same limits required of Contractor or included in Contractor's policy.

Prior to the expiration of any policy, Contractor shall furnish SCRRA with certificates of renewal or "binders" thereof. Each certificate shall expressly state that such policies shall not be cancelable or otherwise subject to modification except after thirty (30) days prior written notice to SCRRA and Member Agency.

8. **No Assignment**

Contractor shall not assign this Agreement or any right hereunder without SCRRA's and Member Agency's prior written consent.

9. **Compliance by Contractor**

Contractor shall take all steps necessary to assure that its subcontractors comply with the terms and conditions of this Agreement and applicable laws and regulations. Contractor shall assure that no lien is placed against the Right-of-Way arising from performance of work hereunder by Contractor or any subcontractor, and in the event of such a lien, Contractor shall immediately remove or cause to be removed

such lien.

10. **Safety and Protective/Flagging Services Notification**

Contractor and its subcontractors shall be required to attend a SCRRA Basic Right-of-Way Safety Training Class prior to receiving permission to enter the Right-of-Way. Upon completion of safety training and prior to start of work activities, Contractor shall notify SCRRA's contractor, to schedule (RWIC) Flagging Services. SCRRA's authorized contractor for SCRRA Basic Right-of-way Safety Training and (RWIC) Flagging Services is RailPros Field Services, Inc. ("RailPros").

To schedule Safety Training call Mr. Tom Dodge with RailPros Field Services at (909) 816-0852. Request safety training at least 72 hours in advance of requested training date. To schedule (Roadway Worker In Charge, RWIC) Flagging please reach out to Mr. Darrin Pock with RailPros Field Services at scrra.info@railpros.com a minimum of fifteen (15) working days prior to beginning work on the Right-of-Way and secure any safety RWIC services SCRRA deems necessary. This prior notification does not guarantee the availability of on-track safety protection for the proposed date of work. In no event shall SCRRA be liable to Contractor in the event that track safety protection cannot be provided due to force majeure event or for any other reason. SCRRA will advise Contractor as soon as reasonably practicable once it is determined that track safety protection will be unavailable on a proposed date of construction.

11. **SCRRA Safety and Protective Services**

Contractor must request and arrange for on-track safety protection satisfactory to SCRRA in the following circumstances:

A. When Contractor's work activities are within the right-of-way of SCRRA.
B. When Contractor's work activities are located over or under a track or tracks.
C. When cranes, pile drivers, drill rigs, concrete pumps, or similar equipment positioned outside of the right-of-way could foul the track in the event of tip-over or other catastrophic occurrence.
D. When in the opinion of the SCRRA it is necessary to safeguard the employees, trains, engines and facilities of SCRRA.
E. When any excavation is performed below the elevation of the track sub-grade, or track or other railroad facilities may be subject to movement or settlement.
F. When work in any way interferes with the safe operation of trains at timetable speeds.

G. When any hazard is presented to railway track, communications, signal, electrical, or other facilities either due to persons, material, equipment or blasting in the vicinity.

H. When clearing, grubbing, grading, or blasting is in proximity to the Right-of-Way which, in the opinion of SCRRA or representative of an SCRRA Member Agency, may endanger the Right-of-Way or operations.

I. When street work and maintenance activities, located within the Right-of-Way or in the vicinity of the highway-rail grade crossing, requiring temporary work area traffic control, which may affect or create unsafe conditions for employees, public, trains and vehicles.

Contractor, and his subcontractors, shall complete SCRRA's Safety Orientation Class, as set forth in Section 10. Upon completion individuals will receive a safety sticker which shall be adhered to their hardhat while working on Right-of-Way as proof of completion of safety training.

12. Underground Utilities

Signal, communication, fiber-optic, petroleum, natural gas, electric power and other utilities are present in SCRRA right-of-way. Contractor shall contact the Southern California Underground Service Alert (DigAlert) at 811 to locate underground utilities. SCRRA is not a member of DigAlert. Contractor shall submit the C&S Marking Request through the permitting portal or by email to rightofentry@scrra.net a minimum of fifteen days prior to beginning work to mark SCRRA's signal and communication cables and conduits.

Delays and disruptions to service may cause business interruptions involving loss of revenue and profits, danger to train operations, and release of potentially hazardous or flammable compounds.

13. **Reimbursement of Costs and Expenditures**

Contractor agrees to reimburse SCRRA or any Member Agency and/or any Operating Railroad for all cost and expense incurred by SCRRA or Member Agency in connection with work and safety services, including without limitation the expense of engineering plan review, administrative costs to process approvals and agreements, annual overhead rates, safety training, construction inspection, utility markings, and SCRRA EIC and protective services as SCRRA deems necessary. Contractor agrees to

reimburse SCRRA for all work-related services including but not limited to installation and removal of falsework beneath tracks, restoration of railroad roadbed and tracks, installation of appropriate protective devices, temporary and permanent repairs of signal or communication equipment, restoration of the Right-of-Way to a condition satisfactory to SCRRA's and Member Agency's representative.

Contractor agrees to reimburse SCRRA or any Member Agency actual cost and expense incurred. This includes cost of plan review, administrative, safety training, construction inspection, utility marking, flagging services fees, and work performed in connection with said work, including applicable overhead rates. Refer to SCRRA's Schedule of Fees for more information. SCRRA will charge Contractor four hours minimum for the mandatory safety training class and for other services four hours or less in duration. SCRRA will charge Contractor for eight hours minimum if Contractor cancels SCRRA services after SCRRA EIC or SCRRA Safety Training Officer is on site on the day of the appointment.

Contractor also agrees to reimburse SCRRA, any Member Agency and/or any Operating Railroad for any and all cost and expense incurred as a result of Contractor's work which may result in (i) unscheduled delay to the trains or interference in any manner with the operation of trains, (ii) unscheduled disruption to normal train operation, (iii) unreasonable inconvenience to the public or private user of the system, (iv) loss of revenue, and (v) alternative method of transportation for passengers. SCRRA will submit final bills to Contractor for costs incurred.

SCRRA will provide the cost of all SCRRA services based on Contractor's input. Prior to commencement of work, Contractor shall provide a deposit representing the estimated expense to be incurred by SCRRA and Member Agency in connection with said work. As the work progresses, SCRRA may require additional progress payments as the scope of work changes or becomes clearer. SCRRA may discontinue services to Contractor pending receipt of progress payments. The deposit and progress payments shall be applied to SCRRA's and Member Agency's actual costs and expenditures. Contractor shall be responsible to pay any amount exceeding the above payments upon receipt of notice or invoice by SCRRA. SCRRA shall exercise its best efforts to provide final invoicing to Contractor within 90 days following completion of the work; however, Contractor acknowledges that it shall be responsible for payment of all expenses incurred by SCRRA and Member Agency in connection with the work even if the final invoicing is provided to Contractor thereafter. Upon completion of all work, any payments in excess of SCRRA's and Member Agency's costs and expenditures shall be returned to Contractor within a reasonable time.

If Contractor stops work in the Right-of-Way for three months or longer and then plans to resume the work, Contractor shall notify SCRRA according to Section 18

prior to resumption of the work.

14. **Temporary Traffic Control**

Temporary traffic control shall be used when a maintenance or construction activity is located on the Right-of-Way or when the activity is located in the vicinity of a highway-rail grade crossing, which could result in queuing of vehicles across the railroad tracks. Temporary traffic control will comply with the current editions of the CA MUTCD, WATCH and SCRRA Engineering Standard ES4301. Refer to SCRRA's "Temporary Traffic Control Guidelines" for further information on definitions, referenced standards, traffic control plans, submittals, traffic control elements and responsibility/authority for temporary traffic control at highway-rail grade crossings. The guidelines provide acceptable alternatives and procedures, which prescribe appropriate temporary traffic control measures at highway-rail grade crossings. Contractor must place flagmen in the direction of the flow of traffic for each lane to assure that there is no queuing of traffic over the crossing. If after moving the work area away from the Right-of-Way and queuing of traffic persists, flagmen must be reinstated at the crossing to control vehicular traffic over the crossing.

15. **Environmental Health and Safety Plan**

Contractor shall immediately notify SCRRA and the appropriate regulatory agency (ies) of any spill, release, discharge or discovery of any hazardous material or contaminants in, on or under the Right-of-Way. After providing such notice to SCRRA and the appropriate regulatory agency(ies), any contaminated soils or hazardous materials which are spilled, released, discharged or discovered by Contractor, shall be promptly removed and disposed of by Contractor in accordance with all the applicable laws at Contractor's sole cost and expense. To the extent preexisting contamination or hazardous material, which was not caused or contributed to by Contractor, is discovered or unearthed by Contractor, Contractor shall only be obligated by this provision to removing and disposing of that portion of the contaminated soils or hazardous materials that are unearthed or otherwise disturbed during Contractor's operations. Prior to entry onto the Right-of-Way, Contractor (s) performing trenching, excavations or soil borings may be required by SCRRA to submit a "Hazardous Materials Work Plan." If required, said plan shall include Contractor's site-specific health and safety plan and any other information that SCRRA may require. Contractor shall ensure that all documentation for transportation or disposal of contaminated soils of hazardous materials is prepared in Contractor's name only and that neither SCRRA nor Member Agency shall have any responsibility or liability therefor. Contractor shall defend and indemnify SCRRA for any spill, release or discharge of contaminants or hazardous materials by Contractor in connection with activities hereunder in accordance with Section 5 Indemnification.

16. **Warranty for Plan Review**

Review and or approval of the plans and calculations by SCRRA shall not relieve Contractor of responsibility for full compliance with contract requirements, correctness of design drawings and details, proper fabrication and construction techniques and coordination with other government and private permitting agencies, nor shall such review or approval by SCRRA in any way relieve Contractor from, or otherwise modify, Contractors' indemnity obligations under Section 5 or assumption of liability obligations under Section 6. Execution of this Agreement does not imply design warranty or responsible charge on the part of SCRRA engineering employees. The parties expressly agree that SCRRA makes no warranty of any kind and assumes no responsibility therefor.

17. **Emergency Telephone Numbers**

Contractor must immediately contact SCRRA in case of accidents, personal injury, defect in track, bridge or signals or any unusual condition that may affect the safe operation of the railroads. The following are SCRRA's emergency numbers:

Signal Emergencies and Grade Crossing Problems	**(888) 446-9721**
Metrolink Chief Dispatcher	**(909) 596-3584 or (888) 446-9715**
Metrolink Sheriff's Dispatch Center	**(323) 563-5280**
Signal and Communications Cable Location	**(909) 592-1346**

18. **Notices**

Except as otherwise provided in this Agreement, all notices, statements, demands, approvals or other communications to be given under or pursuant to this Agreement shall be in writing, addressed to the parties at their respective addresses as provided below and shall be delivered in person or by certified or registered mail, postage paid or by telegraph or cable, charges pre-paid.

SCRRA: Southern California Regional Rail Authority (SCRRA)
2700 Melbourne Ave
Pomona, CA 91767
Attn: Eric Reese- ROW Crossings Coordinator
E-mail: rightofentry@scrra.net
Office Number: (909) 667-8108

Contractor: Contractor's address is shown on page 14.

19. **California Law/Venue**

This Agreement shall be construed and interpreted in accordance with and governed by the laws of the State of California. Venue shall be located in courts in Los Angeles County.

20. **As-Builts**

Contractor shall provide SCRRA with complete as-built drawings of the facilities in an electronic format within thirty (30) days of (i) completion of the initial installation and construction of the facilities and (ii) completion of any material change to the facilities.

Contractor hereby agrees to the terms as set forth in this Agreement and hereby acknowledges receipt of this Agreement and of the insurance certificate forms (Exhibits A & B) herein provided.

Name of Contractor	Contractor's State License No.
Signature (Construction/Contract Manager or equivalent)	Date
Print Name	Title
Address	Telephone
City, State, Zip Code	Email

Receipt of the foregoing agreement and certificate of insurance furnished by Contractor are hereby acknowledged on this ____day of _____20 _____.

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY

By:_____
ROW Encroachment Coordinator

By:_____
Assistant Director, Track & Structures Maintenance

[Approved as to Form by Legal Counsel]

EXHIBIT "A"
INSURANCE REQUIREMENTS FOR RIGHT OF ENTRY AGREEMENTS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to Right-of-Way, which may arise from or in connection with the performance of the work by Contractor, his agents, representatives, employees or subcontractors.

1. **Minimum Scope of Insurance**

Coverage shall be at least as broad as:

- ☒ Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
- ☒ Insurance Services Office form No. CA 0001 (Ed. 1/87) covering Auto. Liability, code 1 (any auto).
- ☒ Worker's Compensation insurance as required by the State of CA. & Employer's Liability Insurance.
- ☐ Course of Construction insurance form providing coverage for "all risks" of loss.
- ☐ Property insurance against all risks of loss to any tenant improvements or betterment.
- ☐ Contractor's Pollution Liability

2. **Minimum Limits of Insurance**

Contractor shall maintain limits no less than:

- ☒ General Liability: $2,000,000 per occurrence for bodily injury, personal injury and Property damage. Including Endorsement CG 2417 (Contractual Liability Railroads) to CGL policy
- ☒ If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- ☒ Automobile Liability: $1,000,000 per accident for bodily injury and property damage.
- ☒ Employer's Liability: $1,000,000 per accident for bodily injury or disease.
- ☐ Course of Construction: Completed value of the project.
- ☐ Property Insurance: Full replacement cost with no coinsurance penalty provision.
- ☐ Contractor's Pollution Liability: $1,000,000 per occurrence/$2,000,000 annual aggregate

3. **Certificate Holder/Additional Insured**

Certificate holder and/or insured will be the following:

Southern California Regional Rail Authority (SCRRA)

Additionally Insured will be the following:

Los Angeles County Metropolitan Trans. Auth. (MTA)
Burlington Northern Santa Fe Corp. (BNSF)
Orange County Transportation Authority (OCTA)
Union Pacific Railroad Company (UPRR)
Riverside County Transportation Commission (RCTC)
National Railroad Passenger Corp. (AMTRAK)
San Bernardino County Transportation Authority (SBCTA)
Ventura County Transportation Commission (VCTC)
RailPros Field Services, Inc.

4. **Railroad Protective Liability Insurance**

☒ Railroad Protective Liability Insurance

Contractor shall provide, with respect to the operations they or any of their subcontractors perform on the Right-of-Way, Railroad Protective Liability Insurance, AAR-AASHTO (ISO/RIMA) in the name of the SCRRA with additional insured specified in Section 3 above.

The policy shall have limits of liability of not less than **$2 million per occurrence**, combined single limit, for coverage and for losses arising out of injury to or death of all persons and for physical loss or damage to or destruction of Property, including the loss of use thereof. A **$6 million annual aggregate** shall apply.

If coverage is provided on the London claims-made form, the following provisions shall apply:

A. The limits of liability shall be not less than $3 million per occurrence, combined single limit. A $9 million aggregate may apply.

B. Declarations item 6, extended claims made date, shall allow an extended claims made period no shorter than the length of the original policy period plus one year.

C. If equivalent or better, wording is not contained in the policy form, the following endorsement must be included:

It is agreed that "physical damage to Property" means direct and accidental loss of or damage to rolling stock and their contents, mechanical construction equipment or motive power equipment, railroad tracks, roadbed, catenaries, signals, bridges or buildings.

For certain low-hazard activity, Contractor may request that the SCRRA and Member Agency waive the requirement to provide the Railroad Protective Liability Insurance. If the exposure to the track is physically separated by a building, floor or a continuous fence (no thoroughfares) and the employees of Contractor are explicitly notified that they are not permitted to have any contact with the track, the Railroad Protective Liability Insurance requirement may be waived by SCRRA's Manager Public Projects or his/her designated representative.

5. **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by SCRRA and Member Agency. At the option of SCRRA, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects SCRRA and Member Agency, its officials and employees or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

6. **Other Insurance Provisions**

The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

A. SCRRA and Member Agency, its subsidiaries, officials and employees are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; premises owned, occupied or used by Contractor, or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to SCRRA and Member Agency, its subsidiaries, officials and employees.

B. For any claims related to this work, Contractor's insurance coverage shall be primary insurance as respects SCRRA and Member Agency, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by SCRRA and Member Agency, its subsidiaries, officials and employees shall be excess of Contractor's insurance and shall not contribute with it.

C. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to SCRRA and Member Agency, its subsidiaries, officials and employees.

D. Contractor insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

E. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to SCRRA and/or Member Agency.

Course of Construction policies shall contain the following provisions:

F. SCRRA and Member Agency shall be named as loss payee.

G. The insurer shall waive all rights subrogation against SCRRA and Member Agency.

7. **Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by SCRRA and Member Agency.

8. **Verification of Coverage**

Contractor shall furnish SCRRA with original endorsements evidencing coverage required by this clause, including “additional insured” endorsements, prior to execution of this Agreement by SCRRA. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by SCRRA. All endorsements are to be received and approved by SCRRA before work commences. As an alternative to SCRRA's forms, Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements evidencing the coverage required by these specifications.

9. **Subcontractors**

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all the requirements stated herein.

10. **Train Services**

The train traffic information is available on SCRRA’s website at www.metrolinktrains.com (About Us, Engineering and Construction, ROW Encroachment).

11. **Submittal**

The original insurance policy (s) shall be submitted electronically through the permitting portal or to rightofentry@scrra.net, as directed. If electronic documents cannot be sent, originals must be mailed to:

Southern California Regional Rail Authority (SCRRA)
2700 Melbourne Ave
Pomona, CA 91767
Attn: Eric Reese- ROW Crossings Coordinator
E-mail: rightofentry@scrra.net
Office Number: (909) 667-8108

EXHIBIT "B"
RAILROAD PROTECTIVE LIABILITY POLICY
DECLARATION

POLICY

Insurance Company:
Policy Number:
Policy Period: _____ _____ From: To:
Permit #: 12:01am Standard time at location

CERTIFICATE HOLDER AND ADDITIONALLY INSURED

Certificate Holder/Insured:

Southern California Regional Rail Authority (SCRRA)
2700 Melbourne Ave, Pomona, CA 91767

Additionally Insured:

Los Angeles County Metropolitan Transportation Authority (MTA)
Burlington Northern Santa Fe Corporation (BNSF)
Orange County Transportation Authority (OCTA)
Union Pacific Railroad Company (UPRR)
Riverside County Transportation Commission (RCTC)
National Railroad Passenger Corp. (AMTRAK)
San Bernardino County Transportation Authority (SBCTA)
Ventura County Transportation Commission (VCTC)
RailPros Field Services, Inc.

LIMITS OF INSURANCE

Aggregate Limit	$6,000,000
Each Occurrence Limit	$2,000,000

DESCRIPTION OF WORK AND JOB LOCATION(S)

NAME AND ADDRESS OF DESIGNATED CONTRACTOR

NAME AND ADDRESS OF INVOLVED GOVERNMENT AUTHORITY OR OTHER CONTRACTING PARTY

PREMIUM

Contract Cost _____

Premium Base _____ Rate per 1,000 of _____ Advance Premium _____

FORM OF ENDORSEMENT

Title **Number**

COUNTERSIGNATURE

Countersigned by _____ Date _____

(Authorized Representative)

EXHIBIT "B

CERTIFICATE OF INSURANCE Southern California Regional Rail Authority (SCRRA)	ISSUE DATE (MM/DD/YY)
PRODUCER INSURED	THIS CERTIFICATE OF INSURANCE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND OR ALTER THIS COVERAGE AFFORDED BY THE POLICY BELOW. **COMPANIES AFFORDING COVERAGE** COMPANY LETTER **A** COMPANY LETTER **B** COMPANY LETTER **C** COMPANY LETTER **D** COMPANY LETTER **E**

COVERAGES
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENTS, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR. ☐ OWNER'S & CONTRACTOR'S PROT. ☐ OTHER _____				GENERAL AGGREGATE PRODUCTS-COMP/OP AGG. PERSONAL & ADV. INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire)	$ $ $ $ $ $

					MED. EXPENSE (Any one person)	
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTO ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS ☐ GARAGE LIABILITY				COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE	$ $ $ $
	EXCESS LIABILITY ☐ UMBRELLA FORM ☐ OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE	$ $
	PROPERTY INSURANCE ☐ COURSE OF CONSTRUCTION				AMOUNT OF INSURANCE	$
	WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY				STATUARY LIMITS EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE	$ $ $
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS						

THE FOLLOWING PROVISIONS APPLY:

1. None of the above-described policies will be canceled, limited in scope of coverage or nonrenewed until after 30 days' written notice has been given to SCRRA at the address indicated below.
2. As respects operations of the named insured performed on behalf of SCRRA, the following are added as additional insured on all liability insurance policies listed above: SCRRA, its Member Agencies, Operating Railroads, its subsidiaries, officials and employees.
3. It is agreed that any insurance of self-insurance maintained by SCRRA will apply in excess of and not contribute with, the insurance described above.
4. SCRRA is named a loss payee on the property insurance policies described above, if any.
5. All rights of subrogation under the property insurance policy listed above have been waived against SCRRA.
6. Any failure by the insured to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to SCRRA, its Member Agencies, its subsidiaries, officials and employees.
7. The worker's compensation insurer named above, if any, agrees to waive all rights of subrogation against SCRRA for injuries to employees of the insured resulting from work for SCRRA or use of Member Agencies premises or facilities.

CERTIFICATE HOLDER	**AUTHORIZED REPRESENTATIVE**
Southern California Regional Rail Authority (SCRRA) 2558 Supply Street, Pomona, CA 91767 **ADDITIONAL INSURED** MTA, OCTA, RCTC, SBCTA, VCTC, BNSF, UPRR, AMTRAK, RAILPROS FIELD SERVICES, INC.	SIGNATURE _____ TITLE _____ PHONE NO. _____