Sespe Creek Overflow Railroad Bridge Repair Project - Habitat Restoration Plan (HRP) Maintenance and Monitoring Request for Proposals

November 25, 2026

The Ventura County Transportation Commission (VCTC) is seeking proposals from qualified firms for habitat restoration maintenance and monitoring support in line with California Department of Fish and Wildlife (CDFW) requirements for the Sespe Creek Overflow railroad bridge repair project on the Santa Paula Branch Line (SPBL) railroad west of Fillmore, California.

The selected Consultant will provide services to maintain and monitor plants and habitat as specified in the *Habitat Restoration Plan - Sespe Creek Rail Bridge Repair Project (ITP No. 2081-2025-078-05)* dated September 2026 and accepted by CDFW.

Tasks include conducting a five-year maintenance program designed to support the establishment of native habitat in the restoration areas by performing non-native weed removal, irrigation system maintenance, erosion control maintenance, trash and debris removal, and any remedial measures deemed necessary for the success of the restoration program (e.g., re-seeding and re-planting). Maintenance activities must be directed by a Restoration Specialist and conducted by qualified personnel who have experience maintaining habitat restoration projects in the Southern California region. Monitoring activities must assess the progress of the restoration effort toward attainment of the stated performance standards outlined in the HRP. The monitoring program includes qualitative maintenance monitoring, and semi-annual quantitative monitoring. Qualitative and quantitative monitoring will be used to determine the success of the restoration effort and to make adaptive management decisions, if necessary. The monitoring program must be implemented and/or overseen by a Restoration Specialist. Work is adjacent to an active rail corridor and Consultant will be required to obtain Roadway Worker Protection for Sierra Northern on a yearly basis per the Federal Railroad Administration (FRA) 49 Code of Federal Regulations (CFR) Part 214, Subpart C requirements. Tasks are further described in the accompanying Sespe Creek Overflow Railroad Bridge Repair Habitat Restoration Plan Maintenance and Monitoring Scope of Work (enclosed).

Deliverables

Deliverables include:

- Weed control, irrigation system maintenance, erosion control maintenance, trash and debris removal, remedial planting and seeding, and channel and bank condition maintenance completed according to the Scope of Work, Table 5: Maintenance Schedule, PEP, Years 1-2, and Years 3-5.

- Quantitative and qualitative restoration monitoring conducted in accordance with the methods and schedule described in the Scope of Work.
- Qualitative and Quantitative Monitoring Reports as described in the Scope of Work.

Contract Terms

VCTC anticipates awarding a lump sum contract with a 5-year term. The selected firm will be required to execute VCTC's standard professional services agreement and meet its insurance requirements (see attached).

Proposal Contents

Submit proposals as a single PDF. Proposals should include:

- Brief workplan to demonstrate understanding of the requested work;
- Identified personnel available, including assigned Restoration Specialist;
- Firm and Personnel qualifications.

Fee Schedule

Submit a Cost Proposal with a Fee Schedule as a separate PDF, including hourly rates by classification, reimbursable expenses, and any proposed escalation.

We would appreciate your consideration and submitting a proposal **by Wednesday, December 16, 2026, no later than 4:00 PM**.

Reservation of Rights

In connection with this RFP, VCTC reserves the right to do any of the following:

1. Accept or reject any and all proposals, or any item or part thereof, or to waive any informalities, requirements, or irregularities in a proposal or any item or part thereof.
2. Withdraw or cancel this RFP at any time without prior notice and VCTC makes no representation that any Contract will be awarded to any contractor responding to this RFP.
3. Reject all Proposals and to re-issue (or not re-issue) a new RFP for the same or similar work.
4. Postpone proposal openings, review and/or evaluation for its own convenience. Proposers may withdraw their proposals before the proposal submittal date by

submitting a written request signed by an authorized representative of the proposer, and delivered to VCTC at the address identified herein.

5. Award multiple contracts as a result of this RFP and reserves the right to award contracts for similar services outside of this RFP process.
6. Alter the Selection Process Dates.
7. Remedy technical errors in the RFP process.
8. Request additional information from Proposers and investigate the qualifications of all firms under consideration.
9. Confirm any part of the information furnished by a Proposer.
10. Obtain additional evidence of managerial, financial or other capabilities.
11. Negotiate with any, all, or none of the Proposers;
12. Solicit best and final offers from all or some of the Proposers;
13. Accept other than the lowest-priced Proposal;

Please direct any questions to Amanda Fagan, Director of Planning and Sustainability, at afagan@goventura.org.

Proposals must be submitted via email to afagan@goventura.org. Proposals must be received by Wednesday, December 16, 2026, no later than 4:00 PM Pacific time.

AGREEMENT BETWEEN
VENTURA COUNTY TRANSPORTATION COMMISSION
AND
[CONSULTANT]
FOR HABITAT RESTORATION MAINTENANCE AND MONITORING SERVICES
ON THE SANTA PAULA BRANCH LINE
2027 - 2031

This Agreement is by and between the Ventura County Transportation Commission, hereinafter referred to as VCTC, and [INSERT CONSULTANT NAME], hereinafter referred to as CONSULTANT, to provide habitat restoration plan maintenance and monitoring services for the Sespe Creek Overflow railroad bridge repair on the Santa Paula Branch Line, as detailed in the Scope of Work and Project Proposal attached to this agreement.

VCTC and CONSULTANT agree as follows:

1. STATEMENT OF AGREEMENT

VCTC hereby engages CONSULTANT, and CONSULTANT hereby accepts such engagement, to provide habitat restoration maintenance and monitoring services for the Sespe Creek Overflow railroad bridge repair project on the Santa Paula Branch Line. Contractor shall perform those services on the terms and conditions herein described, as set forth in Attachment 1 Scope of Work, to this agreement. Contractor hereby affirms that it has the professional qualifications, experience, and facilities to perform said services and hereby agrees to undertake and complete the performance thereof.

2. VCTC DESIGNEE

The VCTC Executive Director, or his designee, shall act for and exercise any of the rights of VCTC as set forth in this Agreement.

3. STATEMENT OF WORK

The Contractor shall perform habitat restoration maintenance and monitoring services for the Sespe Creek Overflow railroad bridge repair project on the Santa Paula Branch Line to meet performance goals contained in the approved Habitat Restoration Plan. CONSULTANT shall perform the work in a manner satisfactory to VCTC as set forth in Attachment A, entitled “Scope of Work,” attached to and incorporated by this reference, and as described in Attachment B Proposal for Consultant Services dated [DATE].

In the event of a conflict between any specific provision of this Agreement and any provision of Attachment A or Attachment B, the provisions of this Agreement shall prevail. In the event of any conflict between any provisions of Attachment A and Attachment B,

the provisions of Attachment A shall prevail over conflicting provisions of Attachment B. All work by the CONSULTANT shall be performed in a good and workmanlike manner.

4. TERM OF AGREEMENT

This Agreement shall commence upon January [DATE], 2027 and shall continue in full force and effect through December 31, 2031, unless earlier terminated as provided in this Agreement or extended in writing.

5. CHANGES IN THE WORK

The VCTC may, at any time, by written order to CONSULTANT make changes within the general Scope of Work, including but not limited to revising or adding to work or deleting portions thereof. Upon receipt of such notice of change to the Scope of Work, CONSULTANT shall immediately take all necessary steps to comply therewith and to minimize the incurrence of cost allocable to work eliminated or suspended.

6. COMPENSATION

6.1 - The total compensation payable to CONSULTANT, by VCTC, for the above stated services shall be not to exceed $[AMOUNT] for the Initial Term, and as described in Contractor's proposal, Attachment B to this Agreement. The VCTC shall not be obligated to pay CONSULTANT for any costs incurred in excess of this amount.

6.2 – CONSULTANT will bill VCTC monthly for reasonable expenses incurred during the month. VCTC will pay CONSULTANT within thirty (30) days of receipt of invoice and monthly progress report. Each invoice shall be supported by an itemized statement of costs claimed to have been incurred by CONSULTANT in the performance of the Agreement during the period covered by such invoice.

7. KEY PERSONNEL

The Project Manager for the project shall be [NAME KEY PERSONNEL]. This individual is considered essential to the work being performed under this Agreement; substitution for this individual will not be made without the prior written consent of the VCTC.

8. ASSIGNMENT AND SUBCONTRACTING

8.1 - This Agreement is for professional services and CONSULTANT may not assign its rights under this Agreement nor delegate the performance of its duties without the VCTC's prior written consent.

8.2 - CONSULTANT shall complete all professional services under this Agreement and as set forth in Attachment A. CONSULTANT may assign duties to another subcontractor upon prior written consent of the VCTC. Any assignment or delegation without VCTC's prior written consent shall be void.

9.3 - CONSULTANT shall promptly notify VCTC of any monetary adjustment required by the paragraph above and assert its claim for adjustment within thirty (30) days after receipt of the written order.

10. BREACHES AND DISPUTE RESOLUTION PROCEDURE

10.1 - DISPUTES. Disputes arising in the performance of this Agreement which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of VCTC. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the CONSULTANT mails or otherwise furnishes a written appeal to VCTC. In connection with any such appeal, the parties shall agree to mediate or arbitrate the dispute using JAMS/Endispute or such other entity or person agreed upon by the parties and by following such entity's rules and procedures before filing an action in any court of law.

10.2 - PERFORMANCE DURING DISPUTE. Unless otherwise directed by VCTC, CONSULTANT shall continue performance under this Agreement while matters in dispute are being resolved.

10.3 - CLAIMS FOR DAMAGES. Should either party to the Agreement suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

10.4 - RIGHTS AND REMEDIES. The duties and obligations imposed by this Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by VCTC or CONSULTANT shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Nothing in this Article shall be construed to preclude the party who failed to prevail in mediation or arbitration from filing a civil action for resolution of the controversy, dispute, or claim; provided however, that no civil action shall be filed prior to conclusion of the mediation conducted as set forth above.

11. RELATIONSHIP OF THE PARTIES

Both parties to this agreement agree that the relationship of the parties shall be that CONSULTANT is an independent CONSULTANT and shall represent the will of VCTC only as to the results of the subject matter of this contract, and not as to the manner in which the services herein are performed, except as provided in Attachment A. CONSULTANT shall have complete control and responsibility over the details and

performance of the services herein required to complete the agreement, and in no event shall CONSULTANT be considered an officer, agent, servant or employee of VCTC.

12. INSURANCE

CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, his or her agents, representatives, employees or subcontractors.

12.1 MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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 or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than $2,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation: 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.
4. Professional Liability (Errors and Omissions): Insurance appropriate to the CONSULTANT's profession, with limit no less than $2,000,000 per occurrence or claim.

If the CONSULTANT maintains higher limits than the minimums shown above, VCTC requires and shall be entitled to coverage for the higher limits maintained by the CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the VCTC.

12.2 Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

a. Additional Insured Status

VCTC, their officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or

operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

b. Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage 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.

c. Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with 30 days' notice to VCTC.

d. Waiver of Subrogation

CONSULTANT hereby grants to VCTC a waiver of any right to subrogation which any insurer of said CONSULTANT may acquire against the VCTC by virtue of the payment of any loss under such insurance. CONSULTANT agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the VCTC has received a waiver of subrogation endorsement from the insurer.

e. Self-Insured Retentions

Self-insured retentions must be declared to and approved by VCTC. VCTC may require the CONSULTANT to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Further, if the CONSULTANT's insurance policy includes a self-insured retention that must be paid by a named insured as a precondition of the insurer's liability, or which has the effect of providing that payments of the self-insured retention by others, including additional insureds or insurers do not serve to satisfy the self-insured retention, such provisions must be modified by special endorsement so as to not apply to the additional insured coverage required by this agreement so as to not prevent any of the parties to this agreement from satisfying or paying the self-insured retention required to be paid as a precondition to the insurer's liability.

f. 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 acceptable to VCTC.

g. Claims Made Policies

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONSULTANT must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

h. Verification of Coverage

CONSULTANT shall furnish VCTC with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by VCTC before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT's obligation to provide them. VCTC reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

i. Subcontractors

CONSULTANT shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and CONSULTANT shall ensure that VCTC is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 and CG 20 40.

j. Special Risks or Circumstances

VCTC reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

13. TERMINATION

13.1 - VCTC may terminate this Agreement, in whole or in part, for convenience at any time by written notice to CONSULTANT. Upon receipt of notice of termination,

CONSULTANT shall stop work under this Agreement immediately, to the extent provided in the notice of termination, and shall promptly submit its termination claim to the Executive Director for work performed up to the time of termination, CONSULTANT shall be paid: (i) the full price for completed and approved work, (ii) for hours worked and costs incurred, as well as reasonable, actual, documented termination costs excluding any anticipated profits, up to the maximum amount payable under this Agreement. CONSULTANT shall take all reasonable steps to minimize termination costs. If CONSULTANT has any property in its possession belonging to VCTC, CONSULTANT will account for the same, and dispose of it in the manner VCTC directs.

13.2 - If CONSULTANT becomes insolvent, assigns or subcontracts the work without VCTC's prior approval, does not deliver the work specified in this Agreement or fails to perform in the manner called for, or fails to comply with any other material provision of this Agreement, VCTC may terminate this Agreement for default. Termination shall be affected by serving a ten (10) day advance written notice of termination on CONSULTANT, setting forth the manner in which CONSULTANT is in default. If CONSULTANT does not cure the breach or propose a plan and schedule for curing the breach acceptable to VCTC within the ten (10) day period, VCTC may terminate this Agreement. VCTC shall pay the CONSULTANT for completed and approved work as described above, except that (i) in no event shall VCTC be required to compensate the CONSULTANT for defaulted work, and (ii) any amounts paid shall be offset by any costs incurred by VCTC or damages suffered to correct or complete work required under this agreement, including the difference between CONSULTANT's price for this agreement and any higher price paid to another contractor retained to complete the work.

14. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall indemnify, defend with counsel acceptable to VCTC, and hold harmless VCTC and its officers, officials, employees, agents and volunteers from and against any 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 Consultant'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 Consultant's obligation to defend and indemnify shall not be excused because of the Consultant's inability to evaluate Liability or because the Consultant evaluates Liability and determines that the Consultant is not liable to the claimant. The Consultant 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 Consultant 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 Consultant 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 Consultant accepts or rejects the tender of defense, whichever occurs first.

With respect to third party claims against the Consultant, the Consultant 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 consultant to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

In the event that Consultant or any employee, agent, or subcontractor of Consultant 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, Consultant shall indemnify, defend, and hold harmless VCTC for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant 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.

15. AUDIT AND INSPECTION OF RECORDS

After receipt of reasonable notice and during the regular business hours of CONSULTANT, CONSULTANT shall provide VCTC, or agents of VCTC, such access to CONSULTANT’s books, records, payroll documents and facilities as VCTC deems necessary to examine, audit and inspect all accounting books, records, work data, documents and activities directly related hereto. VCTC shall utilize the services of an outside Certified Public Accounting firm to review CONSULTANT’s cost data. CONSULTANT shall maintain such books, records, data and documents in accordance with generally accepted accounting principles and shall clearly identify and make such items readily accessible to such parties during CONSULTANT’s performance hereunder and for a period of three (3) years from the date of final payment by VCTC hereunder.

16. FEDERAL, STATE AND LOCAL LAWS

CONSULTANT warrants that in the performance of this Agreement, it shall comply with all applicable federal, state and local laws, regulations, and all orders and rules promulgated thereunder.

17. EQUAL EMPLOYMENT OPPORTUNITY

In connection with its performance under this Agreement, CONSULTANT shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. CONSULTANT shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, age or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer;

recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

18. PROHIBITED INTERESTS

CONSULTANT covenants that, for the term of this Agreement, no director, member, officer or employee of VCTC during his/her tenure in office or for one (1) year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

19. OWNERSHIP OF REPORTS AND DOCUMENTS

The originals of all letters, documents, reports and other products and data produced under this Agreement are the property of VCTC and shall be delivered to VCTC upon request or otherwise at the termination or expiration of this Agreement. Copies may be made for CONSULTANT's records but shall not be furnished to others without written authorization from VCTC. Such deliverables shall be deemed works made for hire and all rights in copyright therein shall be retained by VCTC.

20. PATENT AND COPYRIGHT INFRINGEMENT

20.1 - In lieu of any other warranty by VCTC or CONSULTANT against patent or copyright infringement, statutory or otherwise, it is agreed that CONSULTANT shall defend at its expense any claim or suit against VCTC on account of any allegation that any item furnished under this Agreement or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing U.S. letters patent or copyright and CONSULTANT shall pay all costs and damages finally awarded in any such suit or claim, provided that CONSULTANT is promptly notified in writing of the suit or claim and given VCTC, information and assistance at CONSULTANT's expense for the defense of same. However, CONSULTANT will not indemnify VCTC if the suit or claim results from: (i) VCTC's alteration of a deliverable, such that said deliverable in its altered form infringes upon any presently existing U.S. letters patent or copyright; or (ii) the use of a deliverable in combination with other material not provided by CONSULTANT when such use in combination infringes upon an existing U.S. letters patent or copyright.

20.2 - CONSULTANT shall have sole control, in consultation with VCTC, over the defense of any such claim or suit and all negotiations for settlement thereof. CONSULTANT shall not be obligated to indemnify VCTC under any settlement made without CONSULTANT's consent or in the event VCTC fails to cooperate in the defense of any suit or claim, provided, however, that said defense shall be at CONSULTANT's expense. If the use or sale of said item is enjoined as a result of such suit or claim, CONSULTANT, at no expense to VCTC, shall obtain for VCTC the right to use and sell said item, or shall substitute an equivalent item acceptable to VCTC and extend this patent and copyright indemnity thereto.

22. FORCE MAJEURE

24.1 - Any event beyond the control of CONSULTANT and not due to an act or omission of CONSULTANT that materially and adversely affects CONSULTANT's obligations and which event (or the effects of which event) could not have been avoided by due diligence and use of reasonable efforts by CONSULTANT shall be deemed a "Force Majeure Event", including the following:

1. Any earthquake, hurricane, flood or other natural disaster;
2. Any epidemic, blockade, rebellion, war, riot, act of sabotage or civil commotion, disastrous or extensive fire or explosion, or strike;
3. The suspension, termination, interruption, denial or failure to obtain, renew or amend any permit VCTC is responsible for obtaining;
4. Any change in a governmental rule or regulation, or change in the judicial or administrative interpretation of a governmental rule or regulation, or adoption of any new governmental rule or regulation that by its nature imposes additional costs or delays on CONSULTANT and that was not reasonably foreseeable at the Proposal Date; and
5. Any lawsuit seeking to restrain, enjoin, challenge or delay completion of the Project or the granting or renewal of any governmental approval.

24.2 - CONSULTANT shall give notice in writing to VCTC within five (5) days of the date CONSULTANT or its employees or agents became aware, or should have reasonably become aware, that a Force Majeure Event would prevent or delay CONSULTANT's performance. Such notification shall: (i) describe fully such Force Majeure Event(s) and its effect on performance, (ii) state whether performance under this Agreement is prevented or delayed, and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay.

24.3 - CONSULTANT shall have the burden of proving that a Force Majeure Event(s) delayed or prevented its performance despite its diligent efforts to perform and shall produce such supporting documentation as VCTC may reasonably request.

24.4 - If it is determined by VCTC that CONSULTANT's delay or failure to perform resulted from a Force Majeure Event, VCTC, after setting up a new delivery or performance schedule, may allow CONSULTANT to continue work, or treat the failure to perform as a termination for convenience in accordance with Article 14 of this Agreement.

23. ATTORNEY FEES

In the event any dispute results in the use of ADR or the filing of an action in any court of law to enforce any rights under this Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees and costs, in addition to any other relief granted.

24. NOTICES

All notices to VCTC under this agreement shall be in writing and sent to:

Mr. Martin Erickson
Executive Director
Ventura County Transportation Commission
751 E. Daily Drive, Suite 420
Camarillo, CA 93010

All notices to CONSULTANT under this agreement shall be in writing and sent to:

[INSERT CONSULTANT CONTACT INFO HERE]

25. 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.

26. 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.

27. 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.

28. 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.

29. Use of Recycled Products. Consultant 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.

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

or official of VCTC in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code § 1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse VCTC for any sums paid to the Consultant. Consultant 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.

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

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

33. **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.

34. **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 Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

Exhibit A Scope of Services and Compensation Schedule

35. **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.

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

This Agreement shall be made effective upon execution by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written.

[INSERT CONSULTANT NAME]

_____

CONSULTANT SIGNATORY

TITLE

VENTURA COUNTY TRANSPORTATION COMMISSION

_____

Martin Erickson,

Executive Director

APPROVED AS TO FORM:

_____

Lindsay D’Andrea

General Counsel

Attachment A – Scope of Work

Sespe Creek Overflow Railroad Bridge Repair Habitat Restoration Plan

Maintenance and Monitoring Scope of Work

Consultant shall assist VCTC with maintenance and monitoring of plants and habitat as specified in the *Habitat Restoration Plan - Sespe Creek Rail Bridge Repair Project (ITP No. 2081-2025-078-05)* dated September 2026.

The Habitat Restoration Plan (HRP) includes a five-year maintenance program designed to support the establishment of native habitat in the restoration areas by performing non-native weed removal, irrigation system maintenance, erosion control maintenance, trash and debris removal, and any remedial measures deemed necessary for the success of the restoration program (e.g., re-seeding and re-planting). Maintenance activities must be directed by a Restoration Specialist and conducted by qualified personnel who have experience maintaining habitat restoration projects in the Southern California region. Monitoring activities must assess the progress of the restoration effort toward attainment of the stated performance standards outlined in the HRP. The monitoring program includes qualitative maintenance monitoring, and semi-annual quantitative monitoring. Qualitative and quantitative monitoring will be used to determine the success of the restoration effort and to make adaptive management decisions, if necessary. The monitoring program must be implemented and/or overseen by a Restoration Specialist.

The Consultant shall be responsible for activities conducted during the 120-days Plant Establishment Period (PEP), Years 1-2, and Years 3-5. The project is adjacent to an active railroad, and the Consultant team will be required to attend and obtain Sierra Northern Roadway Worker Protection training on a yearly basis prior to entering VCTC property. The PEP is incorporated into an existing Construction Management contract and will be completed prior to the commencement of this Maintenance and Monitoring Scope of Work.

1. MAINTENANCE PLAN

The Consultant shall be responsible for conducting maintenance consistent with the various Permit requirements and industry best practices to minimize disturbance to the restored areas and impact to local wildlife where possible. The Consultant shall perform the Maintenance Activities in accordance with the requirements and standards outlined in Section 1.1 “Maintenance Activities” and in accordance with the Maintenance Schedule outlined in Section 1.2 “Maintenance Schedule”.

1.1 Maintenance Activities

The five-year maintenance program is designed to support the establishment of native habitat in the restoration areas by performing non-native weed removal, irrigation system maintenance, erosion control maintenance, trash and debris removal, and any remedial measures deemed necessary for the success of the restoration program (e.g., re-seeding and re-planting). Consultant's Maintenance activities shall be directed by a Restoration Specialist and conducted by qualified personnel who have experience maintaining habitat restoration projects in the southern California region.

1.1.1 Weed Control

Non-native and invasive plant species within the revegetated and channel areas will be treated in a timely manner to reduce and/or control their presence during the maintenance period. Weeds should be treated at the appropriate time for each species before they set seed. Treatment of weeds can include hand removal, mechanical removal, use of herbicides, or any combination of these methods. Weed control will be conducted by qualified personnel who are trained and have experience in distinguishing weeds from native species.

Particular attention shall be directed toward control of invasive species that tend to establish, reproduce, and spread quickly. These species include those rated as either High or Moderate by the California Invasive Plant Council.[1] These species are highly invasive pest plants that have been documented as aggressive invaders that displace natives and disrupt natural habitats. **Table 1** lists non-native and invasive species that have been observed at the Project site and immediate vicinity.

Table 1. Non-Native Species Known to Occur on the Project Site and Immediate Vicinity

Common Name	Scientific Name	CAL-IPC Category	Active Channel	Alluvial Scrub / Upland Areas
Castor bean	*Ricinus communis*	Limited	**X**	
Eucalyptus tree	*Eucalyptus* sp.	NA		**X**
Giant reed	*Arundo donax*	High	**X**	
Short-pod Mustard	*Hirschfeldia incana*	Moderate	**X**	**X**
Peruvian pepper tree	*Schinus molle*	Limited		**X**
Prostrate knotweed	*Polygonum aviculare*	NA	**X**	

[1] California Invasive Plant Council (Cal-IPC). 2026

Common Name	Scientific Name	CAL-IPC Category	Active Channel	Alluvial Scrub / Upland Areas
Rabbitsfoot grass	*Polypogon monspeliensis*	Limited	**X**	
Red brome	*Bromus rubens*	Limited	**X**	
Tamarisk	*Tamarix* sp.	High	**X**	
Tree tobacco	*Nicotiana glauca*	Moderate	**X**	**X**
Tree-of-heaven	*Ailanthus altissima*	Moderate		**X**
Water beardgrass	*Polypogon viridis*	NA	X	
Water speedwell	*Veronica anagallis-aquatica*	NA	**X**	
Watercress	*Nasturtium officinale*	NA	**X**	
White sweetclover	*Melilotus albus*	NA	**X**	
Yellow starthistle	*Centaurea solstitialis*	High	**X**	**X**

1.1.1.1 Herbicides

Weed control may include herbicide application through spot spraying or cut-stump application. Selective herbicide application may be used to reduce target non-native invasive plants, but effort should be taken to minimize the quantity of herbicides applied to the site. Only those herbicides that are approved for aquatic use can be sprayed within wetland habitats. Spot spraying herbicide application would include using backpack sprayers, which allows specific individuals to be targeted for treatment. The cut-stump method could be used for trees and larger shrubs. This method includes cutting the shrub or tree down to or near ground level and then immediately applying an herbicide solution to cover the entire stump for small stumps or the outer 20 percent (cambium) for larger stumps.

Herbicides shall be applied in accordance with federal, state, and local laws and herbicide labels and by qualified personnel who, at a minimum, hold a California Qualified Applicators Certificate (QAC).

1.1.2 Irrigation System Maintenance

If a temporary irrigation system is installed, it will be monitored to ensure it is working properly and is providing a sufficient supply of water to all plants of the revegetated areas. If the irrigation system has been damaged or is not functioning properly, the Restoration Specialist shall recommend remedial measures to repair and/or restore function to the irrigation system.

1.1.3 Erosion Control Maintenance

Erosion control measures will be repaired or replaced as needed during the maintenance period. Additional measures will be installed as needed during regular maintenance visits, or as directed by the Restoration Specialist.

1.1.4 Trash and Debris Removal

All trash and debris will be removed from the restoration areas during regular maintenance visits. Trash will be either recycled or disposed of at a landfill or other appropriate location. Trash and debris removal will continue on an as-needed basis throughout the maintenance period.

1.1.5 Remedial Planting and Seeding

Areas of the restoration that are experiencing low seed germination, or low establishment of container plantings, require supplemental seeding and/or planting under direction of the Restoration Specialist. The Restoration Specialist will decide on the species and quantities for supplemental planting and/or seeding efforts.

1.1.6 Channel and Bank Condition Maintenance

During maintenance visits, Zones 1 and 2 will be reviewed for persistent Project-related erosion, channel incision and bank instability, fish passage, excessive sediment accumulation downstream, exposed unsuitable construction material, or failed stabilization measures. Corrective work will be limited to conditions attributable to Project restoration and will consider concurrent changes observed in the upstream reference reach so that natural flood-driven channel adjustment is not treated as a restoration failure by itself.

1.2 Maintenance Schedule

Maintenance will be performed as necessary to ensure that the revegetation areas ultimately become established with quality native habitat. The five-year maintenance schedule in **Table 2** serves as a guideline but may need to be adjusted depending on current weather patterns or other factors. Changes to the maintenance schedule can be made by the Restoration Specialist.

Table 2. Maintenance Schedule

Maintenance Task	PEP[1]	Years 1 – 2	Years 3 – 5
Weed Control	Monthly or as needed	Bi-Monthly[2] or as needed	Quarterly or as needed
Irrigation System	As needed	As needed	As needed
Erosion Control	As needed	As needed	As needed
Trash and Debris Removal	As needed	As needed	As needed
Remedial Planting/Seeding	As needed	As needed	As needed

[1] PEP = 120-day plant establishment period.
[2] Bi-monthly = once every two months.

1.2.1 120-Day Plant Establishment Period

The 120-day Plant Establishment Period (PEP) began once planting of the container plants was completed. During the PEP, the installation contractor will be responsible for maintenance of the revegetated areas. The installation contractor will conduct, at a minimum, monthly maintenance and inspections during the PEP.

At the end of the PEP, container plantings survivorship will be assessed, and all non-native species must be treated or removed from the revegetation areas. If deemed necessary by the Restoration Specialist, replacement container plants will be installed to achieve the revegetation goals prior to sign-off. Upon successful completion of the PEP, the revegetated areas will transition to Year 1 of the five-year maintenance period.

The Consultant shall be responsible for activities conducted in Years 1-2 and Years 3-5, following completion of the 120-days Plant Establishment Period (PEP). The PEP is incorporated into the existing Construction Management contract for repair of the Sespe Creek Overflow railroad bridge and will be completed prior to the commencement of this Maintenance and Monitoring Scope of Work.

2. MONITORING PROGRAM

The purpose of the monitoring program is to assess the progress of the restoration effort toward attainment of the stated performance standards outlined in § 2.3. The monitoring program includes 120-day PEP monitoring, qualitative maintenance monitoring, and semi-annual quantitative monitoring. Qualitative and quantitative monitoring will be used to determine the success of the restoration effort and to make adaptive management decisions, if necessary. The Consultant shall implement the

Monitoring Program in accordance with the requirements and standards outlined in this Section 2. The monitoring program shall be implemented and/or overseen by the Restoration Specialist.

2.1 Monitoring Schedule

The monitoring program will start with the 120-day Plant Establishment Period monitoring and then continue with maintenance and monitoring. **Table 3** summarizes the monitoring schedule.

Table 3. Monitoring Schedule*

Monitoring Task	PEP[1]	Year 1	Years 2-5
Qualitative Monitoring	Bi-weekly during first month; monthly thereafter	Bi-Monthly	Quarterly
Quantitative Monitoring	NA	Semi-Annually (Spring and Fall)	Semi-Annually (Spring and Fall)

*This schedule is a guideline, monitoring will be performed as necessary, as determined by the Restoration Specialist.
[1] PEP = 120-day plant establishment period.
Bi-weekly = once every two weeks
Bi-monthly = once every two months.
Semi-annually = twice per monitoring year.

2.2 Monitoring Methods

Monitoring will be conducted by, or overseen by, the Restoration Specialist during the monitoring program. Methods for the various types of monitoring are provided in § 6.2.1 through 6.2.4.

2.2.1 120-Day Plant Establishment Period Monitoring

The Restoration Specialist shall monitor the restoration areas on a bi-weekly basis, once every two weeks, during the first month, and then monthly for the remainder of the PEP. Monitoring during the PEP will be qualitative and will include assessing the overall condition of the restored areas. Monitoring will include assessing the establishment of container plants and germination of seeds, evaluating the efficacy of weed control efforts, ensuring that the irrigation system is functioning properly, checking plants for signs of herbivory or other pest issues, assessing the site for signs of trespass or vandalism, and documenting any other issues that could potentially hinder the restoration effort.

2.2.2 Qualitative Monitoring

Qualitative restoration monitoring will be conducted to assess the overall condition of the restoration areas and to determine the effectiveness of the seeding and planting efforts. Monitoring will focus on the germination of seeds and establishment of container plantings, the need for non-native plant species control, and general development of the target habitats toward that year's performance standards in § 2.3.

During each monitoring effort, the Restoration Specialist will survey the entire restoration project area to assess the effectiveness of the restoration effort. This will include documenting the presence of non-native and/or invasive species, identifying any issues regarding erosion control measures, or any other concerns that would potentially prevent the site from achieving the performance standards.

If non-native vegetation is detected, it will be flagged, the species will be recorded, and it will be removed. In the case of larger populations or areas of invasions, the area may be mapped using a high-resolution GPS to track area change over time. Additional planning may be required to control the populations during follow-up visits. If needed, the Restoration Specialist will determine remedial measures necessary to comply with performance standards and to address and correct problems as soon as they are discovered.

Qualitative restoration monitoring will occur bi-monthly for the first year, once every two months, and then quarterly during Years 2 through 5. The qualitative monitoring schedule can be adjusted, with approval of the Restoration Specialist if it is determined that the monitoring schedule requires a change in the frequency of monitoring.

2.2.3 Quantitative Monitoring

The purpose of monitoring is to quantitatively assess the progress of the restoration areas toward attainment of the stated performance standards in § 2.3. Success will be evaluated by specific measurements of container plant survivorship, species richness and percent cover of native vegetation relative to the approved reference-site baseline, and absolute percent cover of non-native vegetation within the restoration area. Additionally, all plant and animal species observed in the restoration areas will be documented during monitoring events and will be included in annual reports.

To determine whether performance standards are being met, quantitative monitoring will be conducted twice per monitoring year, once during the spring and once during the fall, consistent with Condition 7.3.4 of the ITP. Spring monitoring will generally be conducted during the period of peak native vegetation growth, typically between April and June, with timing adjusted as necessary based on seasonal rainfall and plant phenology. Fall monitoring will generally be conducted after the summer growing period to document

seasonal vegetation condition, container plant survival, native and non-native vegetation cover, species richness, and other applicable performance measures.

The same permanent monitoring transects, and the sampling methods described below, will be used during both seasonal monitoring events to provide repeatable comparisons throughout the monitoring period. Monitoring results will be used to assess progress toward the approved performance standards and to inform adaptive management where necessary.

Performance standards for native vegetation cover and species richness will be evaluated primarily using spring-to-spring comparisons because the approved reference site baseline will be established during the spring period of peak native vegetation growth. If a fall monitoring event demonstrates that a performance standard otherwise scheduled for evaluation during the following spring has already been achieved, then that benchmark will be considered attained at that time, otherwise spring quantitative monitoring will continue to provide the primary standardized year-to-year comparison with the reference site baseline.

2.2.3.1 Vegetation Transects

Two vegetation transects, 25-meters each, will be established in the restoration areas and used to collect data during annual monitoring events. The transects will be randomly located in the revegetated areas during, or prior to, the first annual quantitative monitoring event. Locations of transects will be marked in the field using t-posts, rebar, or wood stakes, if appropriate, and documented with a Global Position System (GPS) so they can be located during each monitoring effort.

Data will be collected along the transects using the point intercept line transect sampling method. Native and non-native species cover will be measured by recording all species intercepted at each 0.5-meter interval along the length of each transect, for a total of 50 data points per transect. Species richness will be evaluated using a 2-meter belt transect established along the point intercept transects, 1-meter on each side of the point intercept transect. All species found rooted within the belt will be recorded. Any additional species encountered that are present but not located inside the belt transect will also be noted but not included in the diversity evaluation.

2.2.3.2 Reference Site/Baseline Data Collection

An upstream area, immediately adjacent and not disturbed by the Project, is proposed as the reference/control site. The reference area was identified during prior restoration planning, and a preliminary vegetation alliance survey was conducted on July 29, 2026. Vegetation monitoring within the reference site will use methods comparable to those used in planted restoration areas, and channel monitoring will use comparable

observations of profile, substrate, erosion/deposition, bank condition, and aquatic habitat. Reference locations will be documented with GPS and sampled during the same monitoring periods as the restoration areas. The initial quantitative reference site survey will establish the baseline values used to develop the fixed performance standards for species richness and native vegetation cover. Non-native and invasive vegetation cover will be evaluated against fixed performance standards established in **Table 7**. Subsequent reference site monitoring will be used to document seasonal and interannual variability and to inform adaptive management decisions but will not be used to recalculate the approved performance standards.

2.2.3.3 Georeferenced Photograph Documentation

Permanent georeferenced photograph stations will be established by the Restoration Specialist in the revegetated areas and the channel area prior to the start of restoration activities to visually track the progress of the restoration effort. Station locations shall be recorded using high-resolution GPS, baseline photographs, and compass bearings for ease of replication. Photographs will be taken at an angle that provides a perspective which best captures the presence of vegetation and restoration efforts. Photographs will also be taken from locations that do not impact the project area. A minimum of four georeferenced photograph stations, two stations to represent the upland/laydown area, Zone 3, and two stations to represent the channel, Zones 1 and 2.

Photographs will be taken from each location before the start of restoration activities and during each spring and fall quantitative monitoring events. In addition, photographs will be taken along each transect from their beginning and end points in the revegetated areas. These photographs will be included in each annual report.

2.2.4 Channel and Alluvial Monitoring

Zones 1 and 2 will be monitored using repeatable survey/field observations and photographs, as applicable, to document longitudinal profile and drainage, flow types present, erosion and deposition, bank stability, invasive vegetation, and changes in Project-created flow paths. Results will be compared with pre-restoration documentation and the upstream reference/control reach to distinguish Project-related deficiencies from broader flood, drought, and sediment-transport processes.

2.3 Performance Standards

The primary goal of the restoration effort is to revegetate areas temporarily disturbed by the bridge repair Project with self-sustaining native vegetation that will provide habitat and help stabilize soils. Restoration will be considered complete when the performance standards shown in **Table 4** have been met. If these standards have not been met, the maintenance period may be extended. Performance standards for species richness and

native vegetation cover are based on quantitative baseline data collected within the approved upstream reference site. Non-native and invasive vegetation cover are evaluated using fixed percent cover standards established for the restoration area in **Table 4**. The reference derived numerical standards for species richness and native vegetation cover will remain fixed throughout the five-year monitoring period. Achievement of the applicable annual benchmark may be demonstrated during either the spring or fall quantitative monitoring event, while spring monitoring will serve as the primary standardized comparison to the approved spring reference site baseline. Subsequent monitoring of the reference site will not be used to recalculate or modify the approved performance standards but will provide contextual information regarding annual climatic, hydrologic, and ecological variability and will be considered when evaluating adaptive management needs.

Table 4. Performance Standards for Revegetated Areas

Standard	Year 1	Year 2	Year 3	Year 4	Year 5
Container Plant Survival	80%	70%	60%	60%	60%
Species Richness[1]	≥20%	≥30%	≥40%	≥50%	≥60%
Native Vegetation Cover[2]	≥30%	≥40%	≥50%	≥60%	≥70%
Non-Native Vegetation Cover[3]	≤20%	≤20%	≤15%	≤10%	≤10%
Invasive Vegetation Cover	≤10%	≤10%	≤5%	≤5%	0%

[1] Species richness is based on the approved quantitative reference site baseline and will remain fixed throughout the monitoring period.
[2] Native vegetative cover is based on the approved quantitative reference site baseline and will remain fixed throughout the monitoring period.
[3] Non-Native/invasive vegetative cover standards represent maximum absolute percent cover within the restoration-area monitoring transects.

2.3.1 Zones 1 and 2 – Channel and Alluvial Performance Standards

(1) Restored grades provide continuous positive drainage and do not create barriers, isolated depressions, or competing preferential low-flow channels.
(2) The active-channel surface retains the overall coarse cobble/boulder character of the pre-Project/reference channel and is not dominated by exposed construction-generated fines or unsuitable construction material.
(3) Restored banks and alluvial transitions do not exhibit persistent Project-related headcutting, sloughing, or erosion materially greater than comparable conditions in the reference reach.
(4) Native and non-native/invasive vegetation remain consistent with or improve upon documented baseline/reference conditions; naturally open active-channel surfaces are not required to meet upland percent-cover standards.
(5) Restored channel conditions do not create Project-related impediments to aquatic passage or persistent stranding features.

2.3.2 Container Plant Survival

Survival of container plants will be 80% of plantings initially installed at the end of Year 1, 70% for Year 2, and 60% in Years 3 through 5. If any of these standards are not met, dead plants will be replaced unless they have been replaced by natural recruitment of native species. Dead plants will be replaced by plants with the same container size and species unless the Restoration Specialist approves a change.

2.3.3 Species Richness

Species richness will be assessed relative to the approved reference site baseline. The annual species richness performance standards established from the baseline will remain fixed throughout the five-year monitoring period and will not be recalculated based on subsequent annual reference site surveys. For example, if the approved reference site baseline documents 20 species, the fixed minimum restoration site performance standards would be 4 species in Year 1, 6 species in Year 2, 8 species in Year 3, 10 species in Year 4, and 12 species in Year 5. Exceeding the minimum standard for a given year does not change the performance standards established for subsequent years. Species richness of the restoration site will be at least 20% of the approved reference baseline for Year 1, at least 30% for Year 2, at least 40% for Year 3, at least 50% for Year 4, and at least 60% for Year 5.

2.3.4 Native Vegetation Cover

Native vegetation cover will be assessed relative to the approved reference site baseline. The percentages identified in Table 4 will be applied to the baseline native vegetation cover to establish fixed numerical native vegetation cover performance standards. These standards will remain fixed throughout the five-year monitoring period and will not be recalculated based on subsequent reference site surveys. Native vegetation cover standards will be at least 30% of the approved reference baseline at the end of Year 1, at least 40% at the end of Year 2, at least 50% at the end of Year 3, at least 60% at the end of Year 4, and at least 70% at the end of Year 5.

2.3.5 Non-Native Vegetation Cover

Non-native vegetation cover will be measured as absolute percent cover within the restoration area monitoring transects. Non-native vegetation cover shall not exceed 20% in Years 1 and 2, 15% in Year 3, and 10% in Years 4 and 5.

2.3.6 Invasive Vegetation Cover

Invasive plant species cover standards are ≤10% at the end of years 1 and 2, ≤5% at the end of years 3 and 4, and 0% at the end of year 5.

2.4 Reporting

This section of the Plan outlines the reports that will be submitted during the five-year monitoring program.

2.4.1 Qualitative Monitoring Reports

Qualitative monitoring reports will be prepared and submitted after each qualitative monitoring event. Reports will be due bi-monthly during Year 1, and quarterly thereafter and sent to VCTC and CDFW. Qualitative monitoring reports will be brief reports or memoranda and will include a summary of the qualitative monitoring results, including photographs, problems encountered, and recommendations to correct any observed issues of the sites. Reports will be submitted within two weeks following qualitative monitoring events.

2.4.2 Annual Quantitative Monitoring Reports

Annual reports will be prepared by the Restoration Specialist for each year of the five-year monitoring program. Each annual report will summarize the results of both the spring and fall quantitative monitoring events conducted during that monitoring year, as well as the qualitative monitoring and maintenance activities completed during that year. The annual report will evaluate restoration progress relative to the applicable performance standards, document seasonal and year-to-year trends, identify any adaptive management or remedial measures implemented or recommended, and include the following:

(6) A list of names, titles, and organizations of all persons who prepared the content of the annual quantitative report and participated in the monitoring activities for the year;

(7) A summary of all restoration and maintenance activities during the year;

(8) Results and analysis of all qualitative and quantitative monitoring data (native, non-native, and invasive non-native plant cover; species richness, native species recruitment; plant and wildlife species observed; etc.). The analysis will be used to show if the restoration site has met the success criteria for the given year. It should be used to compare the restoration site to the approved reference site baseline and established performance standards and compare the progress of the restoration site from year to year. Annual reference site monitoring may also be used to inform adaptive management but will not be used to recalculate the established performance standards;

(9) Representative site photographs and monitoring photographs, including photograph points and transect photographs;

(10) Discussion of remedial actions that have been implemented during the monitoring year;

(11) Description of any remedial actions that may still be required; and

(12) Any lessons learned throughout the year regarding all aspects of the restoration effort.

Annual reports will be submitted by the end of each monitoring year to CDFW and VCTC.

2.5 Adaptive Management

Adaptive management is a systematic process for continually improving management decisions by learning from results of implemented procedures. If monitoring activities indicate that the performance standards and/or goals of the restoration effort are not being met, then Consultant shall adjust the methods until the site is back on track and progressing toward attaining the performance standards/goals. Results from subsequent reference-site monitoring may be considered when evaluating climatic, hydrologic, or ecological factors affecting restoration performance and when determining whether adaptive-management measures are warranted.

2.6 General Remedial Measures

If any of the yearly performance standards are not met, the Restoration Specialist may recommend remedial actions, such as replanting and/or additional seeding, to achieve the following year's performance standards. If, at the end of the five-year maintenance program, the restoration fails to meet the performance standards, the maintenance and monitoring period may be extended, and a specific set of remedial measures may be implemented under the direction of the Restoration Specialist. Only areas that fail to meet performance standards will require additional work and/or additional remedial measures. Consultant shall continue to follow the above process until the final performance standards have been met, or until it is determined that other measures are necessary.

2.7 Completion of Restoration

The restoration effort will be considered complete after the fifth year of monitoring, and the performance standards have been met. CDFW may request a site visit to determine if the habitat restoration portion of the ITP is deemed complete. The restoration areas should be free of trash, and any irrigation infrastructure shall be removed unless there is an acceptable justification for leaving it in place as approved by CDFW.