



**VENTURA COUNTY TRANSPORTATION COMMISSION
SANTA PAULA BRANCH LINE ADVISORY COMMITTEE
(SPBLAC)**

**MONDAY, March 10, 2014
3:30 – 5:00 PM**

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AGENDA*

**Actions may be taken on any item listed on the agenda*

**VENTURA COUNTY TRANSPORTATION COMMISSION
950 COUNTY SQUARE DRIVE – LOBBY CONFERENCE ROOM
VENTURA, CA 93003**

In compliance with the Americans with Disabilities Act and Government Code Section 54954.2, if special assistance is needed to participate in a Commission meeting, please contact the Clerk of the Board at (805) 642-1591 ext 101. Notification of at least 48 hours prior to meeting time will assist staff in assuring that reasonable arrangements can be made to provide accessibility at the meeting.

1. CALL TO ORDER

2. ROLL CALL

- 3. PUBLIC COMMENTS** (For items not on the agenda)– *Each individual speaker is limited to speak three (3) continuous minutes or less. Any written documents to be distributed or presented to the Commission shall be submitted to VCTC SPBLAC staff. This policy applies to Public Comments and comments on Agenda Items.*

Under the Brown Act, SPBLAC should not take action on or discuss matters raised during Public Comment portion of the agenda which are not listed on the agenda. SPBLAC members may refer such matters to staff for factual information or to be placed on the subsequent agenda for consideration.

4. APPROVE SUMMARY FROM 4/8/2013 SPBLAC MEETING – PG.3

5. COMMITTEE MEMBER/STAFF REPORT

This item provides the opportunity for the SPBLAC members VCTC staff to report on attended meetings and any other items related to SPBLAC activities.

6. **ADDITIONS/REVISIONS** – *The SPBLAC may add an item to the Agenda after making a finding that there is a need to take immediate action on the item and that the item came to the attention of the SPBLAC subsequent to the posting of the agenda. An action adding an item to the agenda requires 2/3 vote of the SPBLAC. If there are less than 2/3 of the SPBLAC members present, adding an item to the agenda requires a unanimous vote. Added items will be placed for discussion at the end of the agenda.*
7. **FISCAL YEAR 2014/15 BUDGET– PG. 5**
Recommended Action:
Receive comments on the Fiscal Year 2014/2015 Draft Santa Paula Branch Line (SPBL) budget.
8. **SPEARS MANUFACTURING – PG. 9**
Recommended Action:
Receive and file
9. **SPBL RECREATIONAL TRAIL UPDATE- PG. 11**
Recommended Action:
Receive and File.
10. **SPBL MAINTENANCE REQUEST FOR PROPOSAL – PG. 13**
Recommended Action:
Receive and file
11. **ADJOURN**



Item #4

Meeting Summary

VENTURA COUNTY TRANSPORTATION COMMISSION

SANTA PAULA BRANCH LINE ADVISORY COMMITTEE

950 COUNTY SQUARE DRIVE #207

VENTURA, CA

APRIL 8, 2013

2:00 PM

CALL TO ORDER - *The meeting was called to order Supervisor Kathy Long.*

ROLL CALL - *A copy of the sign-in sheet is attached.*

PUBLIC COMMENTS FOR ITEMS NOT ON THE AGENDA - *None*

APPROVAL OF 10/17/12 SPBLAC MEETING SUMMARY - *Approved as submitted.*

COMMITTEE MEMBER/STAFF REPORTS - *None*

ADDITIONS/CHANGES TO AGENDA - *None.*

SPBL REVENUE AND EXPENDITURE REVIEW FISCAL YEAR 2001/2002 THROUGH FISCAL YEAR 2011/2012 – *Received and Filed*

Staff was directed to explore ways of making the SPBL operations revenue neutral and to brief the full Commission on the operating agreement negotiations in Closed Session at the May VCTC meeting.

SPBL INITIAL ASSESSMENT

Rail consultant, Thomas Egan, gave an assessment of his review of the agreements. His review was received and filed.

SPBLAC directed staff to:

- ***Present the reports from Items # 7 and 8 to the full Commission for their review and discussion***
- ***Review short-term revenue increases to make the SPBL a cost-neutral operation***

POTENTIAL FREIGHT OPERATIONS ON THE SPBL

Darren Kettle reported that there have been discussions with Union Pacific Railroad about freight operations and potential customers. .

FUTURE MEETINGS - *No future meeting was scheduled.*

ADJOURNMENT - *The meeting was adjourned at 4:30 PM.*



VENTURA COUNTY TRANSPORTATION COMMISSION

3PBLAC

Meeting Date 4/8/13

Sign In Sheet

Name	Representing	email
Damen Kettle	VCTC	d.kettle@ventura.org
Steve De George	"	sdegeorge@ventura.org
Maury Travis	"	mttravis@ventura.org
Art Farnham	F&W	af@fwp.com / ART.FARNHAM@ATT.NET
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Dorothy Long	County V.	Dorothy-Long@Ventura.org
Ralph Fernandez	CITY OF SANTA PAULA	ralph.fernandez@yahoo.com



Item # 7

March 10, 2014

MEMO TO: SANTA PAULA BRANCHLINE ADVISORY COMMITTEE

FROM: STEVE DEGEORGE, PLANNING AND TECHNOLOGY DIRECTOR

SUBJECT: FISCAL YEAR 2014/2015 DRAFT SANTA PAULA BRANCH LINE BUDGET

RECOMMENDATION:

- Receive comments on the Fiscal Year 2014/2015 Draft Santa Paula Branch Line (SPBL) budget.

BACKGROUND:

VCTC purchased the SPBL in 1995 for \$8.5 million comprised of \$4 million in federal Surface Transportation Program (STP) funds, \$3.5 million in federal Transportation Enhancement Activities (TEA) funds and \$1 million in local match provided by Fillmore, San Buenaventura, Santa Paula, and the County of Ventura. The SPBL right-of-way extends from Montalvo in the west to the Los Angeles County line in the east and while the right-of-way is generally 100 feet wide, it varies in places from 30' to 250' wide.

Along with the 32 miles of real property and the serviceable rail line there were a substantial number of active leases, including oil pipelines, water crossings, and agricultural leases associated with the purchase of the SPBL. In the purchase agreement, the County of Ventura received a small number of non-operating leases in consideration of advancing the funds to purchase the property and the VCTC and Southern Pacific Rail Road (SPRR) entered into a lease revenue sharing agreement giving SPRR and subsequently Union Pacific (UP) a portion of the lease revenue through Fiscal Year 2015/2016.

Each April, the VCTC adopts a Draft Program Task Budget which provides detail for all of VCTC's activities including the Santa Paula Branch Line (SPBL). The Draft SPBL Budget for Fiscal Year 2014/2015 contains a number of required activities as well as assumptions that are likely to change prior to the adoption of the final budget in June of this year and are detailed by line item for SBLAC's review below.

DISCUSSION:

The Santa Paula Branch Line Draft Budget for Fiscal year 2014/2015 is \$836,400 a reduction of \$264,300 from Fiscal Year 2013/2014 and is attached to this item for review. The SPBL Draft Budget assumes that a portion of the rail line will be taken out of service from Haun Creek eastward to Piru until such a time that a new rail operator is found and willing to fully fund operations and maintenance.

Revenues to operate and maintain the SPBL come from a combination of state and local funds including lease revenue and local contributions. Each expenditure line item is discussed in detail below.

Salaries/Fringe/Indirect = \$199,600:

This line item reflects 1960 hours of staff time, slightly less than one fulltime employee, to manage the SPBL and is comprised of hours for the Executive Director, a director, and an analyst level employee. While the SPBL continues to transition from the operations under Fillmore and Western to a more stable state, the Branch Line requires more staff attention than it had received in past years.

Business Meals = \$0: Business meals have been eliminated for this task.

Mileage = \$500:

Reimbursement for travel to and from the Branch Line has been kept nominal.

Consultant Services = \$100,000:

Half of this line item, \$50,000, is to fund consultant support to comply with the federally mandated Bridge Maintenance Program requiring bridge inspections and load calculations. The remainder supports continued specialized rail industry consultant assistance.

Legal Services = \$150,000

The budget contains \$150,000 for legal costs in anticipation of continued litigation with Fillmore and Western Railway Company as well as other possible legal matters concerning the long term agreements on the Branch Line. This line item is subject to change in the final budget as matters are clarified in the upcoming months.

Capital Improvements = \$0

This line item in the Fiscal Year 2013/2014 Budget dealt with one specific capital project as a result of litigation and has been completed. The project was a one time occurrence and the line item may be dropped in future budgets.

Non-Rail Maintenance = \$75,000

This item includes funds for chemical and mechanical weed abatement as well as trash removal and minor grading for drainage at culverts for the entire 32 mile length of the SPBL. A Request for Proposal for these services is under development and is planned to be issued later this spring.

Track Maintenance = \$100,000

This item funds contracted inspection and maintenance services for the SPBL from milepost 403.35 in Ventura to milepost 415.30, Haun Creek in Santa Paula. The SPBL Budget assumes that the Branch Line will be taken out of service from Haun Creek to the eastern end of the Line in Piru. The need to provide rail service to Spears Manufacturing in Santa Paula requires that this portion of the SPBL remain open and well maintained. There has been cost sharing agreement proposed between the City of Santa Paula, Spears Manufacturing and VCTC to fund this activity. As proposed and budgeted, each party would provide a third of the cost of maintenance. A Request for Proposal for this service has been issued and final costs will be known in the next few weeks.

Track and Signal Repairs = \$100,000

This item provides funding for emergency repairs, emergency call outs, and repair of items outside of regular maintenance and inspection.

F & W Signal Payments = \$0

VCTC, in accordance with the terms Lease Agreement with the Fillmore and Western Railway Company, paid Fillmore and Western a portion of the Crossing/Signal Funds received from the State of California. With the termination of the Fillmore and Western Lease Agreement this payment will no longer be made to Fillmore and Western.

Union Pacific Lease Payments = \$111,300

As described above, as part of the purchase agreement, the VCTC and Southern Pacific Rail Road (SPRR) entered into a lease revenue sharing agreement giving SPRR and subsequently Union Pacific (UP) a portion of the lease revenue through Fiscal Year 2015/2016.

BUDGET TASK: SANTA PAULA BRANCH LINE**DIRECTOR:** Steve DeGeorge**BUDGET MANAGER:** Steve DeGeorge

OBJECTIVES: Manage the asset that is the Santa Paula Branch Line (SPBL) corridor purchased by VCTC from Southern Pacific/Union Pacific Railroad in 1995.

ACCOMPLISHMENTS: The Ventura County Transportation Commission purchased the thirty-two mile long Santa Paula Branch Line in 1995. With the purchase of the Branch Line came a large number of leases for cultivation, utilities, crossings and pipelines which provide a portion of the revenue needed to support the line. In 2001, VCTC entered into a lease agreement with the Fillmore and Western Railway Company for maintenance and operation of the SPBL.

Throughout Fiscal Year 2013/2014 VCTC has been aggressively attempting to bring the SPBL in line with industry standards in terms of operating agreements, maintenance and costs. VCTC retained specialized railroad consultant support to assist in the SPBL effort. The pursuit of an industry standard agreement with VCTC's rail operator led to the termination of the operator's lease agreement as well as mediation and litigation. As of this writing these matters are still moving forward and are unresolved.

Across Fiscal Year 2013/2014 staff continued to manage the day to day business of owning the SPBL. With assistance from VCTC General Counsel, VCTC created new license agreements, right-of-entry agreements and insurance requirements used for the SPBL as well as issued those agreements. Staff also met the Federal Railroad Administration (FRA) requirements to have all bridges inspected at approximately eighteen month intervals. A second Bridge Inspection Report was completed and VCTC met with the FRA to review and modify the VCTC's Bridge Management Plan. Lastly, VCTC completed remedial drainage work on the SPBL east of Fillmore as a result of litigation related to Griffin Industries.

DESCRIPTION: During Fiscal Year 2014/2015 VCTC will continue to aggressively pursue bringing the SPBL into line with industry standards and anticipates issuing a Request for Proposal for a new maintenance agreement as well as property management agreement.

The Fiscal Year 2014/2015 Budget assumes that the SPBL will be taken out of service east of Haun Creek Bridge reducing the overall track and signal maintenance cost. Consultant support includes the federally mandated Bridge Inspection Report and continued specialized rail industry support. In anticipation of continued litigation with Fillmore and Western Railway Company the Fiscal Year 2014/2015 budget includes \$150,000 in the legal line item. The budget also includes an increase in staff time reflecting the increased attention the SPBL will require as VCTC works to make the required changes in rail management.

WORK ELEMENTS:

1. Issue Request for Proposal for maintenance of the SPBL
2. Investigate revenue opportunities for the SPBL
3. Manage the day-to-day operation of the SPBL, consistent with policies of the VCTC and requirements of the California Public Utilities Commission (CPUC), the Federal Railroad Administration (FRA), and, the Surface Transportation Board (STB).

BUDGET TASK: SANTA PAULA BRANCH LINE (continued)**DIRECTOR:** Steve DeGeorge**BUDGET MANAGER:** Steve DeGeorge**WORK ELEMENTS (continued):**

4. Prepare Right-of-Entry (ROE) agreements required for encroachments into SPBL corridor right-of-ways (ROW) by other parties/agencies for construction, installation and/or maintenance of utilities, or activities requiring temporary SPBL access.
5. Prepare and administer leases for use of SPBL corridor property.
6. Quickly respond to neighbor complaints; conduct weed abatement activities, including application of pre-emergent and weed killer sprays; trim and/or remove brush and trees to eliminate incursion of homeless on the rail ROW; and, contract for regular monthly operations and maintenance activities.
7. Complete annual FRA required rail bridge update with consultant assistance.

PRODUCT: Continued safe and cost-efficient management of the 32 mile-long SPBL corridor.**FUNDING:**

Funding Source	Funding Dollars
LTF fund transfer	\$199,600
STA fund transfer	286,000
Signal revenue	17,800
Local fee – lease	265,000
Local fee – permits	2,000
Local contribution	66,000
Total Funding	\$836,400

EXPENDITURE COMPARISON:

	Fiscal Year 2012/2013 Actual	Fiscal Year 2013/2014 Budget*	Fiscal Year 2014/2015 Budget
Salaries	\$ 40,632	\$ 70,300	\$ 95,600
Fringe and Tax Allocation	15,079	32,100	35,300
Indirect Cost Allocation	25,972	46,700	68,700
Business Meals	0	100	0
Mileage	109	500	500
Consultant Services	33,845	145,000	100,000
Legal Services	801,133	141,912	150,000
Capital Improvements	47,457	250,000	0
Non-rail Maintenance	73,322	80,000	75,000
Track Maintenance	153,301	189,488	100,000
Track and Signal Repairs	0	0	100,000
F&W Signal Payments	7,185	35,600	0
Union Pacific Lease payments	108,004	109,000	111,300
Total Expenditures	\$1,306,039	\$1,100,700	\$836,400

*This budget task was amended after the Commission approved the budget in June 2013.



Item # 8

March 10, 2014

MEMO TO: SANTA PAULA BRANCHLINE ADVISORY COMMITTEE

FROM: STEVE DEGEORGE, PLANNING AND TECHNOLOGY DIRECTOR

SUBJECT: SPEARS MANUFACTURING

RECOMMENDATION:

- Receive and File

DISCUSSION:

Spears Manufacturing, a plastic manufacturing firm located in Santa Paula has taken ownership of the former International Paper site and is preparing to receive bulk plastic by rail. Spears Manufacturing is anticipating delivery of one car load per week by Union Pacific to the Spears facility utilizing the Santa Paula Branch Line (SPBL) and the rail switch located at milepost 413.86 to transfer rail cars to the Spears owned rail spur. The Spears manufacturing facility is also utilizing a rail crossing located at milepost 413.85 on the south side of their facility for emergency access only. No deliveries or daily vehicle access will be permitted to use the crossing.

Spears manufacturing and VCTC have entered into separate License Agreements for use of the switch and the crossing. In consultation with VCTC's rail industry consultant and based upon the level of usage, VCTC set the terms of each agreement at \$500 per year with escalation clauses for both the Consumer Price Index (CPI) and the level of usage of the SPBL assets. VCTC working with VCTC General Counsel and VCTC's insurance representative updated all agreements concerning the SPBL to reflect current legal and insurance requirements.

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Item # 9

March 10, 2014

MEMO TO: SANTA PAULA BRANCHLINE ADVISORY COMMITTEE
FROM: STEVE DEGEORGE, PLANNING AND TECHNOLOGY DIRECTOR
SUBJECT: SANTA PAULA BRANCH LINE RECREATIONAL TRAIL UPDATE

RECOMMENDATION:

- Receive and File

DISCUSSION:

In December the VCTC authorized staff to develop a Request for Proposal (RFP) for consultant assistance in updating the SPBL Recreational Trail Plan, the environmental documentation and re-engage the agricultural community in the trail planning process. At that meeting and subsequently, it was recommended that prior to development of a RFP, staff contract for a small study which surveys how recreational trails in agricultural areas have been handled across the country and whether the two land uses were found to be compatible.

Staff contacted both Alta Planning and Design in Berkley and RRM Design Group in San Luis Obispo to discuss the possibility of a small study. Both firms are very experienced in bicycle and pedestrian planning and both were involved in the original design for the Santa Paula Branch Line Recreational Trail. Based on those conversations, staff will be conducting a limited Request for Proposal soliciting proposals from both firms for a study not to exceed \$25,000. A consultant selection panel with a member from the County and at least one city along the branch line will be convened to review the proposals and make the consultant selection. A contract not to exceed \$25,000 will be issued under the Executive Director's signature authority. There are sufficient funds available in the current Regional Transportation Planning budget to accommodate this study.

Staff would bring the completed study to the Santa Paula Branch Line Advisory Committee for review and recommendations on next steps and then present those findings to the full Commission for possible action.

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Item # 10

March 10, 2014

MEMO TO: SANTA PAULA BRANCHLINE ADVISORY COMMITTEE

FROM: STEVE DEGEORGE, PLANNING AND TECHNOLOGY DIRECTOR

SUBJECT: SANTA PAULA BRANCH LINE (SPBL) MAINTENANCE REQUEST FOR PROPOSAL

RECOMMENDATION:

- Receive and File

DISCUSSION:

In consideration of the termination of the Fillmore and Western Railway Company (F&W) Lease Agreement and the need to provide rail service to Spears Manufacturing in Santa Paula, VCTC has released a Request for Proposal for inspection and maintenance services for the SPBL from milepost 403.35 in Ventura to milepost 415.30, Haun Creek in Santa Paula. It is anticipated that VCTC will take the remainder of the SPBL out of service from Haun Creek to the end of the Branch Line in Piru.

The RFP, attached to this item, was drafted in consultation with VCTC's rail industry consultant and delivered directly to five rail maintenance firms including, Ameritrack Rail, Herzog Contracting Corp., RailPros, Railway Signal Construction Inc, and Railworks and posted on VCTC's website. All firms directly contacted have a presence in California. Proposals are due to VCTC offices on March 14, 2014.

Based on VCTC's rail industry consultant's experience, costs for this type of inspection and maintenance contract should be approximately \$100,000 per year, however, VCTC's General Counsel has made a determination that this work falls under prevailing wage regulations which will likely result in a higher cost than estimated. The City of Santa Paula, Spears Manufacturing and VCTC have discussed a cost sharing arrangement for this activity with each party responsible for a third of the costs. The agreement will be formalized once costs are known.

A recommendation to contract with the successful proposer for SPBL maintenance will be brought to VCTC's April meeting for consideration.

**VENTURA COUNTY TRANSPORTATION COMMISSION
REQUEST FOR PROPOSAL
FOR
INSPECTION AND MAINTENANCE
OF
THE SANTA PAULA BRANCH LINE
(MILEPOST 403.35 TO MILEPOST 415.30)**

INTRODUCTION

The Ventura County Transportation Commission (VCTC) has issued this Request for Proposal to solicit competitive bids from qualified proposers to perform all railroad track and signal inspections and associated maintenance between milepost 403.35 and milepost 415.30 on the Santa Paula Branch Line (see Attachment 1, Track Chart). All work will be done in accordance with Federal and State regulations, and the Scope of Work in this Request for Proposal.

BACKGROUND

The Ventura County Transportation Commission purchased the rail corridor and active rail line known as the Santa Paula Branch Line (SPBL) in 1995 from Southern Pacific Transportation Company. The SPBL corridor is thirty-two (32) miles long, with approximately 29 miles of active track running eastward from a connection with the Union Pacific (successor to the Southern Pacific) in the city of Ventura, to the community of Piru.

Since 2001, the SPBL had been managed and maintained through a Lease and Maintenance Agreement with the Fillmore and Western Railway Company. The agreement with Fillmore and Western Railway Company has ended, and VCTC is seeking an entity to maintain a portion of the SPBL to Federal Railroad Association (FRA) Class 1 standards. The line is currently authorized to handle railcars up to and including 263,000 pound gross weight on rail.

The segment of track identified in this Request for Proposal is between the connection with Union Pacific at MP 403.35 and MP 415.30 in Santa Paula, and contains twenty-four (24) grade crossing warning devices as identified in Attachment 2, Warning Device Table.

QUALIFICATIONS

The VCTC is seeking a reliable company which is fully qualified to perform both track inspection and repair and signal inspection and repair. The successful proposer will be able to point to current or recent contracts where rail line maintenance or rail line construction has been performed. When submitting qualifications please include at least three current or recent projects and contact info for references. Additionally the successful proposer will be able to demonstrate that it has employees or subcontractors who are fully conversant with and able to comply with 49 CFR 213, 214 (c), 218 and 238 as relates to this project.

SCOPE OF WORK

The VCTC desires the selected contractor to perform work further divided into three classifications;

Routine Maintenance: FRA required routine track and signal inspection and maintenance, for which work, the contractor will provide a flat monthly fee,

Repair Work: Repair work to the right of way, the track structure, or the signals/warning devices, for which the contractor will provide on a time and material schedule,

Emergency Work: Emergency work, for which the contractor will commit speedy response to address unusual occurrences on the rail line, for which the contractor will provide an hourly charge (including any minimum call out charge) for three classes of employee; Foreman/Supervisor, Technician, and Laborer.

The Scope of Work is therefore segregated into three sections, Routine Maintenance, Repair Services and Emergency Services. The description of services found below should not be considered all inclusive; respondents to this RFP should be familiar with all requirements of the Federal Railroad Administration and the California Public Utilities Commission and include the full scope and schedule of their services in their proposal:

A. ROUTINE MAINTENANCE

The "Routine Maintenance" will consist of four elements:

1. Routine Track and Signal Inspections
2. Routine Maintenance
3. Routine Signal/Warning Device Maintenance, and
4. Weed Abatement and Drainage

1. FRA TRACK AND SIGNAL INSPECTIONS:

The Contractor shall perform track inspections on the SPBL in accordance with FRA Track Safety Standards Part 213, and good railroad practices. The Contractor shall perform signal inspections on the SPBL in accordance with 49 CFR 238 and good railroad practices. Good railroad practices include but are not limited to, scheduling inspections in advance and furnishing inspection reports within fourteen (14) days after each inspection. As noted above, ALL Contractor employees and subcontractors who work on site will be trained and current in Roadway Worker Protection as defined in 49 CFR 214(c)..

The inspectors provided by the Contractor will be fully qualified under the Code of Federal Regulations to perform such inspections. . The inspections, reporting and follow up shall include the following items:

- a. Perform on a timely basis the required FRA periodic inspections, and provide inspection reports for the track identified in this Request for Proposal. The inspection report shall identify any and all track defects. The Contractor shall generate two copies of the report, one to be kept by the Contractor and the other to be delivered to the VCTC contract manager.
- b. Perform on a timely basis the required FRA periodic inspections and provide inspection reports for each crossing with an active warning device identified in this Request for Proposal, identifying any defects or other issues. The Contractor shall generate two copies of the report, one to be kept by the Contractor and the other to be delivered to the VCTC contract manager

- c. The Contractor shall report all defects requiring specific action per the current FRA safety Standards to VCTC's contract manager. VCTC shall determine the course of action for defect repairs outside of routine track and signal maintenance as described in the segments below.

2. ROUTINE MAINTENANCE:

- a. The Contractor shall perform routine track maintenance and bridge maintenance, including but not limited to:
 - Cleaning, adjusting and lubricating switches
 - Tightening loose bolts at joints
 - Replacing missing bolts
 - Replacing damaged or missing signage and access control (fences, etc.)
 - As Relates to bridges
 - Repairing handrails and walkways
 - Maintaining track structure, including guard rails, on bridges
 - Repairing ballast retainers
 - NOTE: Bridge work in excess of the above will be covered on a time and material basis under Section B of this RFP
- b. Work shall include furnishing all labor, supervision, equipment and materials for providing the included maintenance. Switch lubricant and other materials required to maintain the tracks will be provided by the Contractor.

3. ROUTINE SIGNAL/WARNING DEVICE MAINTENANCE

The Contractor shall perform routine maintenance as needed on the signals identified in this Request for Proposal. Routine maintenance shall include, but not be limited to:

- a. Replacement/repair of defective or damaged components, wiring or sensors.
- b. Replacement of damaged crossing gates as needed, up to four (4) gates per year. Replacements beyond the specified number will be on a time and material basis under Section B of this RFP.
- c. Replacement of back-up power supply batteries as needed, up to four (4) sets of batteries per year. Replacements beyond the specified number will be on a time and material basis under Section B of this RFP.
- d. Provide a dedicated emergency phone line for notification of grade crossing incidents. Post updated emergency phone number at each grade crossing,. Provide FRA certified personnel for emergency signal repair. Provide 24 hour, 365 day emergency call-out for signal repairs. Response time for workers to be at the jobsite for emergency call-outs shall be two (2) hours. Manning of the emergency response line may be by prime contractor, or may be subcontracted to qualified firm. Contractor will provide for up to twenty (20) hours of emergency call-out time in their routine maintenance budget. Additional call-out time beyond the twenty hours will be on a time and material basis under section C. of this RFP.
- e. The Contractor shall report all defects requiring action beyond the routine maintenance described above to VCTC's contract manager. VCTC shall determine the course of action for defect repairs outside of routine signal maintenance.

4. WEED PREVENTION/ABATEMENT AND DRAINAGE

Contractor shall perform chemical and mechanical weed control within rails and two (2) feet outside of rails. Chemical weed prevention shall occur twice yearly, in April and November. Mechanical weed abatement shall occur as required by local regulation and/or direction of VCTC. Weed control from two (2) feet outside of rail to the outer property line shall be performed by others.

Drainage culverts, basins, pipes shall be kept free of debris and if required positive drainage re-established. Debris and drainage blockages generated by major storm events shall be cleared on a time and material basis under Section C of this RFP.

B. REPAIR SERVICES

Work required outside of routine maintenance and inspection services as described above shall be performed on a time and material basis. The Contractor shall not initiate work without submitting written estimates for the subject work and obtaining prior written approval from the VCTC contract manager. Examples of such work are listed below:

1. CROSSTIE REPLACEMENT:

Work shall include in-kind tie replacement, furnishing all labor, supervision and equipment for removal and replacement work.

2. SURFACING AND LEVELING OF TRACK:

Work shall include furnishing equipment, labor, supervision and additional ballast as required for resurfacing, aligning and leveling track, frog areas, and switching areas.

3. RAIL REPLACEMENT:

Work shall include furnishing labor, supervision, equipment and materials for removal and replacement of rails, transposing of rails at curves, welding of hi-wear areas of rails, repairs for broken rails and welding of continuous rail.

4. IMPROVE SWITCH POINTS AND FROG AREAS:

Work shall include furnishing labor, supervision, equipment, and materials as required for rework of switch points and frog areas and to build up the work areas to original dimensions.

5. OTHER PROJECTS AS IDENTIFIED AND AGREED UPON**C. EMERGENCY REPAIRS, REPLACEMENTS AND DERAILMENTS:**

Contractor shall provide 24 hour, 365 day, emergency call-out service for repairs, replacements and derailments. The response time for workers to be at the job site for emergency call-outs shall be two (2) hours or less. Work performed under this section shall be billed on a time and material basis.

Contractor will provide hourly call-out rates for:

- Foreman/Supervisor
- Signal Maintainer/Inspector/Machine Operator
- Laborer

GENERAL REQUIREMENTS**PERSONNEL QUALIFICATIONS**

Federal Railroad Administration (FRA) regulation 49 CFR part 214 requires that all independent contractors and employees who are Roadway Workers must receive annual On-Track Safety Training. A roadway worker is anyone whose duties include inspection, construction, maintenance, or repair of: track, bridges, roadway, signal and communication systems, electrical traction systems, roadway facilities, or roadway maintenance machinery, on or near track or with potential for fouling track.

INSPECTION/MAINTENANCE RECORDS

All inspection and repair records shall be kept in accordance with FRA guidelines, and will be made available to FRA, California Public Utilities Commission (PUC), and/or VCTC personnel upon request.

DISPATCH

Contractor shall coordinate all track activities with the responsible dispatcher in charge of movements and activities on the line, as designated by the VCTC.

PRICE PROPOSALS

The successful proposer shall be paid a flat monthly fee for services provided under Section A of this RFP. Price proposals should be based on a monthly payment schedule and include a line item break down of per mile and per signal cost, including hourly rates, equipment charges.

Additionally, proposers shall include in their price proposals, time and material rate sheets for work described in Section B of this RFP. Information contained in this part of the response shall identify anticipated, personnel, materials and equipment needed for activities outside of routine maintenance. As a benchmark, the contractor will provide estimated cost for three activities; Tie Replacement, Surfacing 1 mile of track, and replacement of batteries for a typical Grade Crossing Warning Device apparatus.

CONTRACT DURATION

The successful proposer shall commence services beginning on (XXXXXX) 2014 and shall continue on a month to month basis. VCTC reserves the right to modify terms to a fixed period contract.

TERMINATION

The contract may be terminated by VCTC, with or without cause, upon thirty (30) days' notice. Upon written notice of termination the Contractor shall notify all subcontractors.

VCTC will have no liability to the Contractor for any cause whatsoever arising out of, or in connection with, termination including, but not limited to, lost profits, lost opportunities, resulting change of business condition, except as expressly stated within the contract documents.

INSURANCE REQUIREMENTS

Contractor 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 Contractor, his agents, representatives, employees or subcontractors.

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. CGL Policy shall be endorsed to include "Contractual Liability Railroads".
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 **\$1,000,000** 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. **Railroad Protective Liability**: Ventura County Transportation Commission as the Named Insured with limits no less than \$2,000,000 per occurrence and \$6,000,000 annual aggregate.

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

Other Insurance Provisions

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

Additional Insured Status

The VCTC, its officers, officials, employees, 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 and CG 20 37 if a later edition is used).

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

Contractor hereby grants to VCTC a waiver of any right to subrogation which any insurer of said Contractor may acquire against the VCTC by virtue of the payment of any loss under such insurance. Contractor 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.

Deductibles and Self-Insured Retentions

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

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 the VCTC.

Verification of Coverage

Contractor shall furnish the 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 the VCTC before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The VCTC reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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.

PROPOSAL REQUIREMENTS

Proposers shall submit one (1) original with wet signature and two copies of the proposal no later than **4:00 P.M. Pacific Time Friday March 14, 2014. Proposals delivered after the stated time will not be considered. Electronic submissions will not be accepted.** Proposals shall be delivered to the VCTC offices at:

Ventura County Transportation Commission
950 County Square Drive, Suite 207
Ventura, CA 93003

The following information, at a minimum, must be provided by the firms responding to this Request for Proposal:

- Names and qualifications of the firm's principals and other key personnel to be assigned to this project.
- A proposed scope of work including a discussion of the tasks to be accomplished.
- Names and qualifications of proposed subcontractors and their personnel to be assigned to this project.
- A list of references with names, telephone numbers, address and the name of the business or agency.
- Price proposal as described above.

CONTRACT CERTIFICATION

The Workers Contract Certification found in Attachment 3 is a part of this RFP and will become a part of the contract for consultant services.

PROPOSAL REVIEW CRITERIA/CONSULTANT SELECTION PROCESS

This is an evaluated RFP and VCTC reserves the right to award this contract to the proposer offering the lowest price consistent with meeting all minimum requirements, specifications, terms, conditions, delivery requirements set forth in the RFP.

VCTC reserves the right to reject any and all proposals, whole or in part, submitted and to request additional information. Contract negotiations will be initiated with the firm that the VCTC deems best qualified to complete this work.

VCTC CONTACT INFORMATION

All questions, comments and proposals should be directed to:

Steve DeGeorge, Director of Technology
Ventura County Transportation Commission
950 County Square Drive, Suite 207
Ventura, CA 93003

Phone: (805) 642-1591 (ext. 103)

Email: sdegeorge@goventura.org

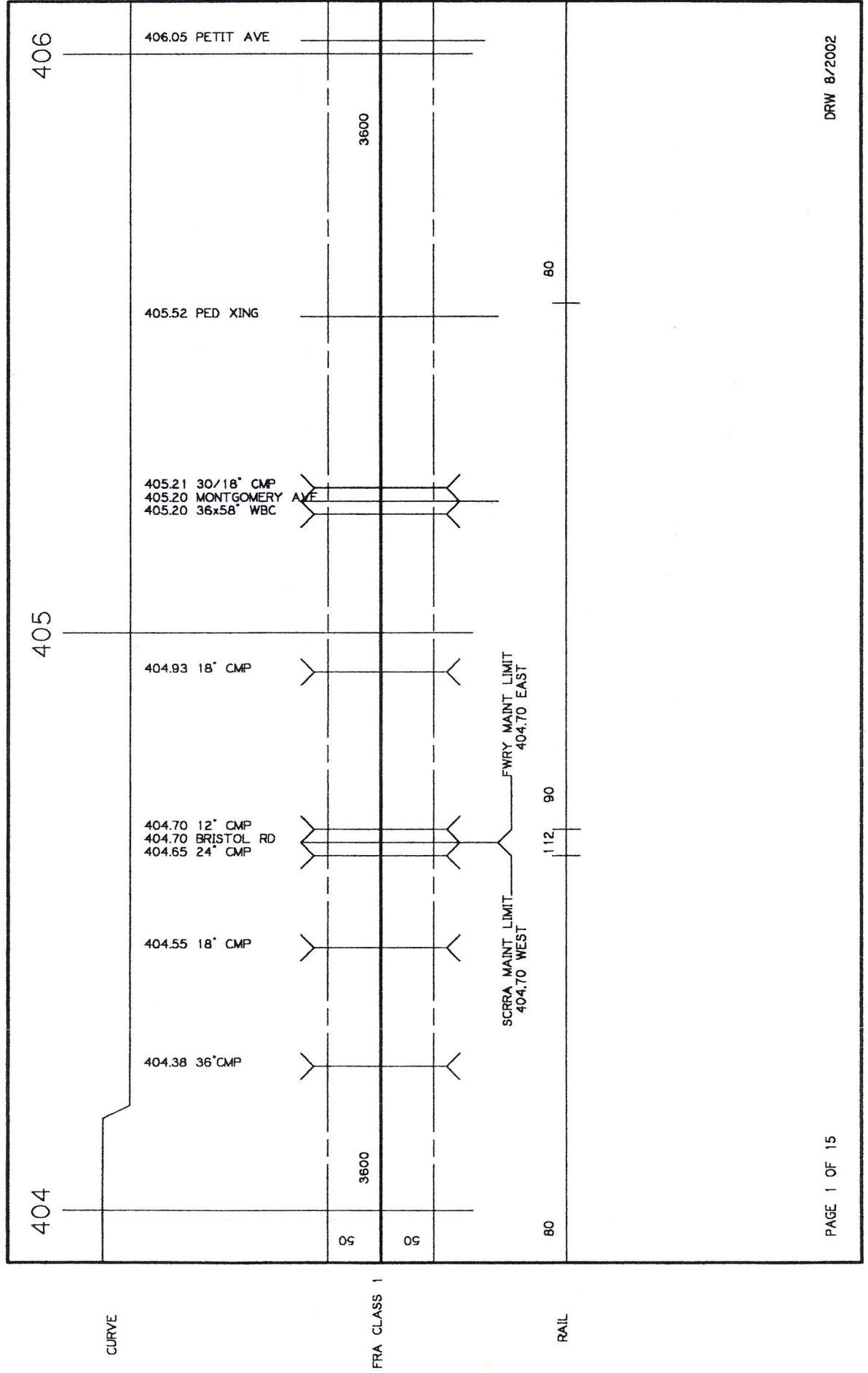
Attachment 1

Santa Paula Branch Line

Track Chart

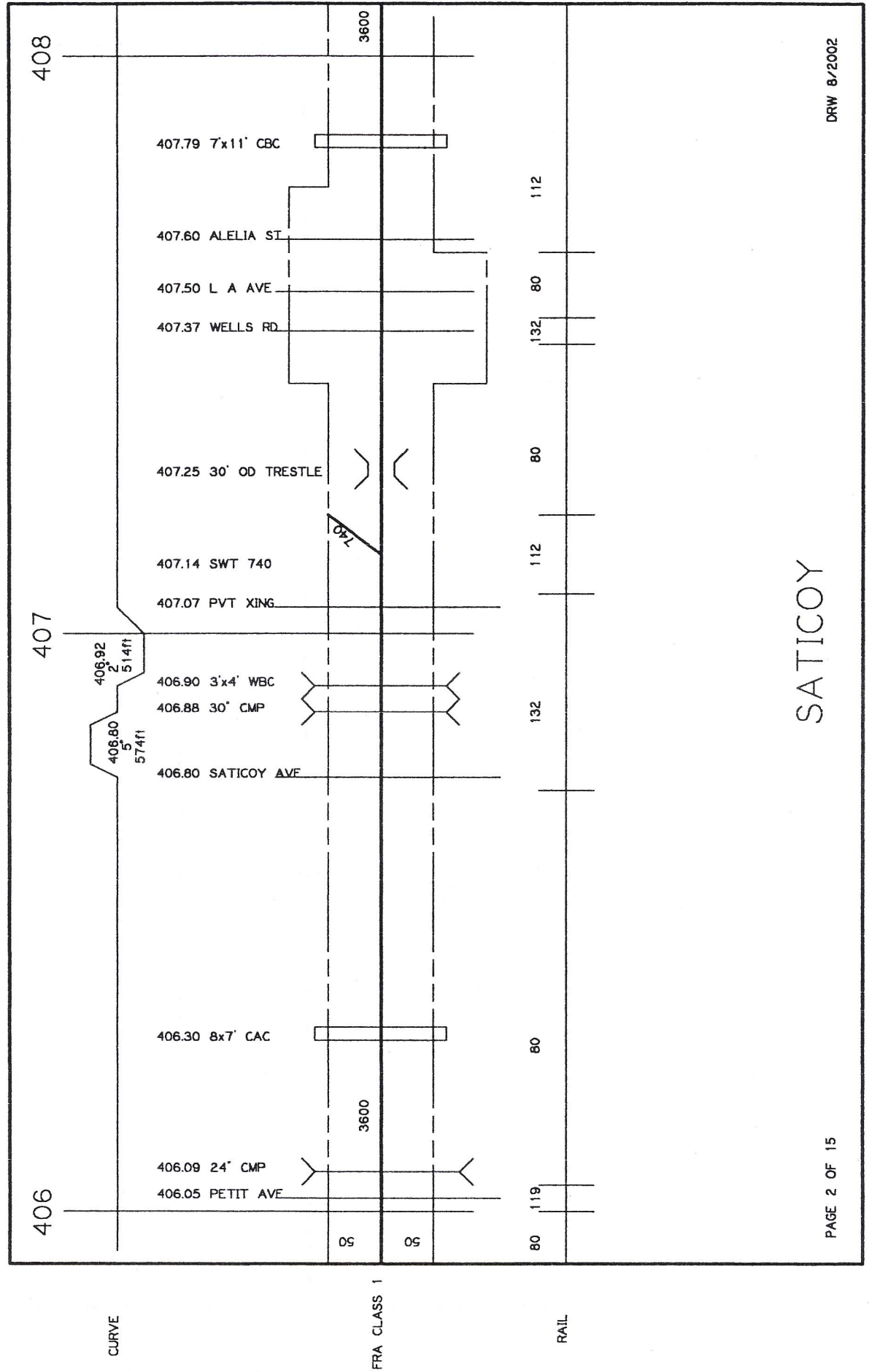
Santa Paula Branch Line

Track Chart



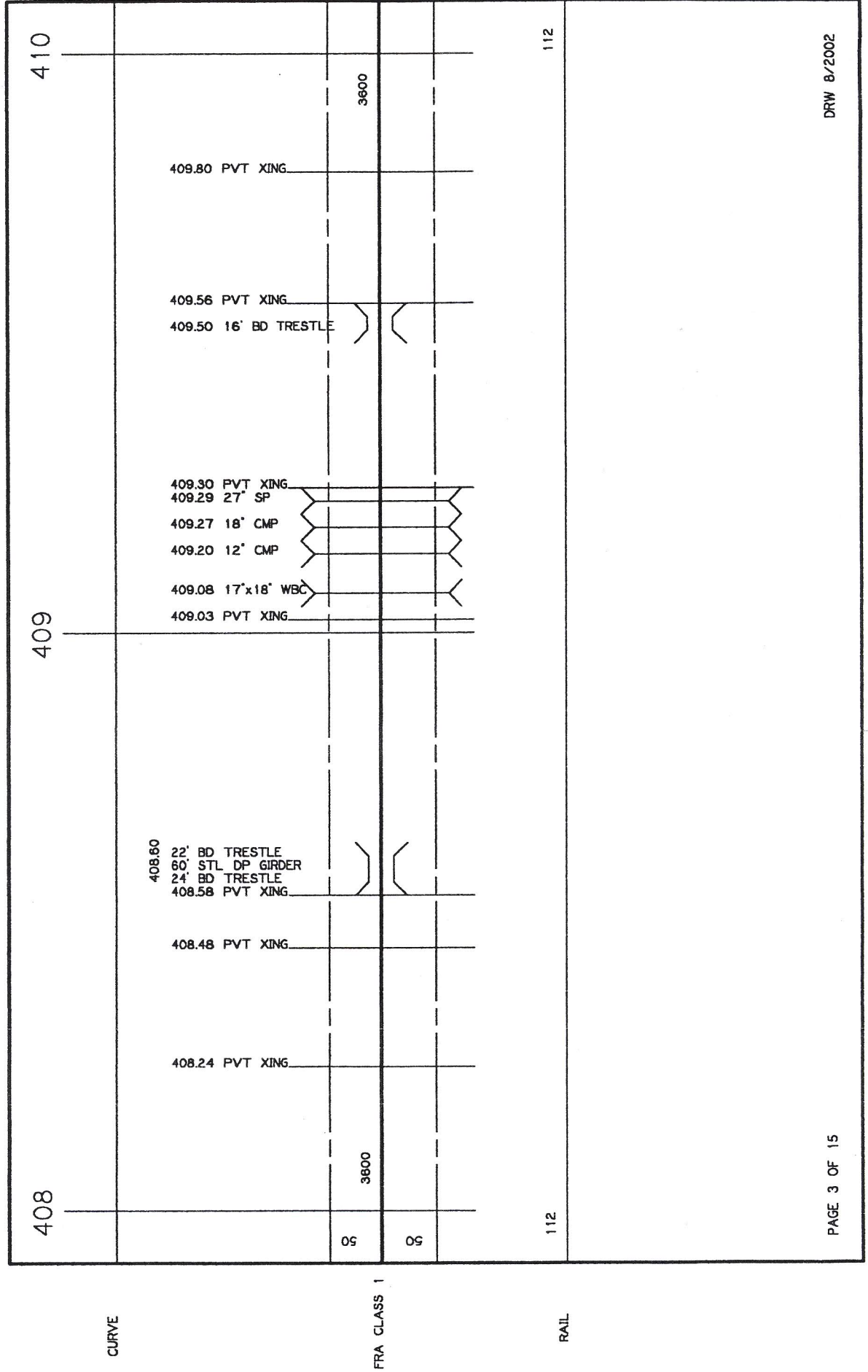
Santa Paula Branch Line

Track Chart



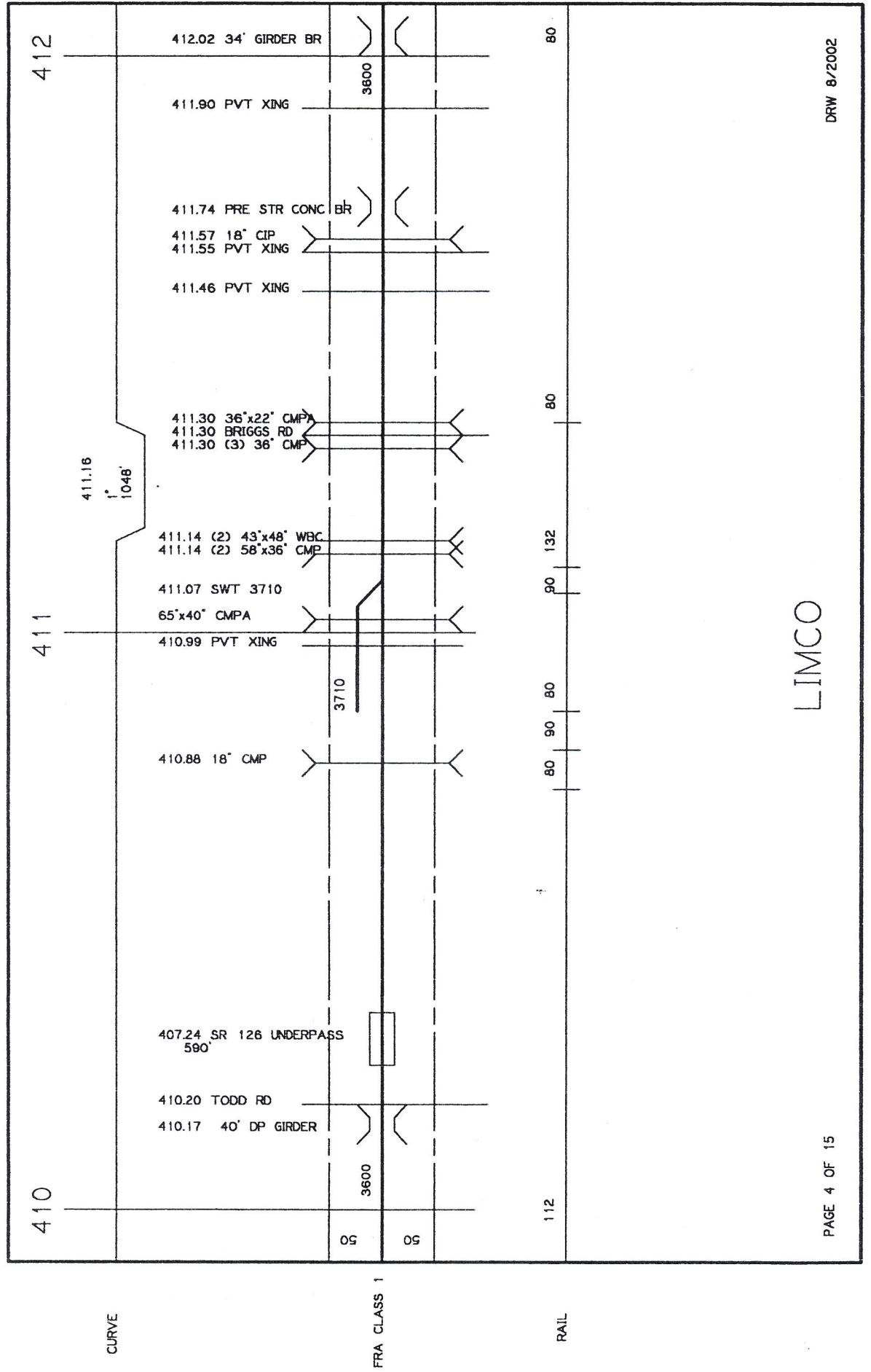
Santa Paula Branch Line

Track Chart

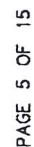


Santa Paula Branch Line

Track Chart

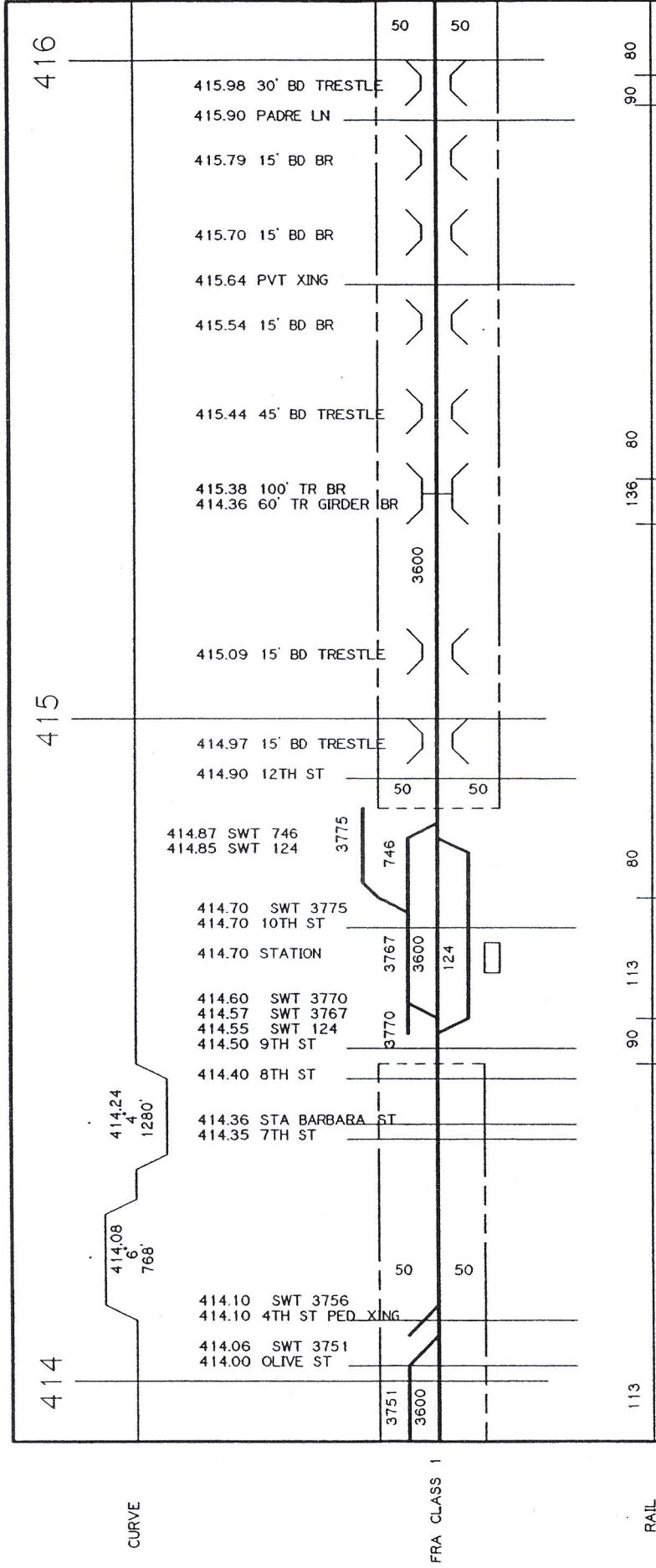


Track Chart



Santa Paula Branch Line

Track Chart



TRACKS - OTHER THAN MAIN

3751 EXCEPTED 3775 EXCEPTED
3770 EXCEPTED 124 CLASS 1
3767 CLASS 1 746 CLASS 1

SANTA PAULA

Attachment 2, Warning Device Table

Number	Mile Post	Street	DOT #
1	405.20	Montgomery Ave.	745-676S
2	405.52	Ped. Xing	745-677Y
3	406.05	Petit Ave.	903-183R
4	406.80	Saticoy St.	745-649M
5	407.37	Wells Rd.	745-802E
6	407.50	Los Angeles Ave.	745-681N
7	407.60	Alelia St.	745-682V
8	410.20	Todd Rd.	745-690M
9	411.30	Briggs Rd.	745-694P
10	412.30	Telegraph Rd.	745-708V
11	412.80	Peck Rd.	745-709C
12	413.26		745-711D
13	413.32	Cameron St.	745-714Y
14	413.47	Steckel Dr.	903-179B
15	413.60	Dean Dr.	745-716M
16	413.90	Palm Ave	745-718B
17	414.00	Olive St.	745-719H
18	141.31	4 th St. Ped. Xing	745-720C
19	414.35	7 th St.	745-721J
20	414.36	Santa Barbara St.	745-722R
21	414.40	8 th St.	745-723X
22	414.50	9 th St.	745-724E
23	414.70	10 th St.	745-726T
24	414.90	12 th St.	745-727A

ATTACHMENT 3**WORKER'S COMPENSATION INSURANCE CERTIFICATE**

As required by Section 1860 of the California Labor Code (Chapter 1000, Statutes of 1965), the Consultant shall secure the payment of Workmen's Compensation to its employees in accordance with the provisions of Section 3700 of the California Labor Code and shall furnish VCTC with a certificate evidencing such coverage together with verification thereof as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workmen's Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."

SIGNED: _____
(Contractor)

DATE: _____