



Invitation for Bids (IFB) for Emergency Construction Services to Provide Slope Stability for the Sespe Creek Overflow Railroad Bridge Approach on the Santa Paula Branch Line

The Ventura County Transportation Commission (VCTC) is seeking availability and quotes from qualified contractors to complete emergency repairs to stabilize the west embankment of the Sespe Creek Overflow and the approach to the railroad bridge. Please see attached materials linked below for further information and to download bid forms, scope of work, and exhibits.

Background: The Sespe Creek Overflow railroad bridge is located on the Santa Paula Branch Line (SPBL) railroad at approximately Mile Post 423.44, just west of Fillmore, California, and upstream from the Old Telegraph Road Bridge. In January 2023, a series of storms washed out three spans, or approximately 90 feet, of the railroad bridge. Then in February 2024, an atmospheric river storm and resulting water flows caused additional erosion resulting in a complete cut of the existing embankment in front of the abutment and erosion behind the abutment and underneath the railroad track structure, exposing approximately 50 additional feet of track. To repair the damaged bridge and restore rail service, the vertical cut-bank at approach must first be stabilized to prevent further erosion. At this time, VCTC is seeking a licensed contractor for emergency services to stabilize the embankment and repair the railroad bridge approach only. A subsequent procurement will take place to reconstruct the damaged bridge sections during Summer 2025.

Scope of Work: As further described in the attached scope of work and exhibit, tasks include:

- Install temporary cofferdam to divert water away from project site
- Install H-pile wall outside of the ordinary high-water mark
- Backfill the eroded approach
- Regrade the vertical cut-bank to a slope for stability
- Place riprap according to classifications
- Quality control and materials testing
- Remove suspended rail and ties (ties will be deposited onsite for disposal by Sierra Northern Railway)

Proposals/Quotes: Please include the following:

- Quote Forms (see below),
- Brief workplan to demonstrate understanding of the project,
- Brief description of similar projects completed, and
- Proposed timeline/schedule to complete the project.

Using expedited emergency procurement procedures, VCTC plan to execute a contract during the week of September 9, 2024 with Notice-To-Proceed on the same day.

VCTC would greatly appreciate your consideration and submittal of a quote **by Wednesday, August 28, 2024, no later than 4:00 PM. At least one hardcopy and one electronic copy of the bid package shall be submitted to the VCTC Office:**

**Ventura County Transportation Commission
C/O Amanda Fagan
751 E. Daily Drive, Suite 420,
Camarillo, CA 93010**

Please direct any questions via email to Caitlin Brooks, Program Manager for Transportation Planning, at cbrooks@goventura.org by August 23, 2024 by 4PM.

This is an open invitation for bids to all contractors, however, VCTC notified the following firms directly:

Security Paving Company, Inc.

Granite Construction

Summer Construction, Inc.

Toro Enterprises, Inc.

Union Engineering Co., Inc.

Demo Unlimited, Inc.

Foundation Constructors, Inc.

Griffith Company

Beador Construction

Bosco Contractors Inc.

MWC Group, Inc.

Stroer & Graff, Inc.

EMERGENCY CONTRACT

QUOTE

FOR



EMERGENCY CONSTRUCTION SERVICES TO PROVIDE SLOPE STABILITY FOR THE SESPE CREEK
OVERFLOW RAILROAD BRIDGE APPROACH ON THE SANTA PAULA BRANCH LINE

LOCATED IN

VENTURA COUNTY, CALIFORNIA



INCLUDING Sespe Emergency Repair Scope of Work.

NOTICE-TO-PROCEED OR THE STARTING DATE OF CONTRACT WILL BE September 9, 2024.

COMPLETION TIME IS 45 CALENDAR DAYS (SEE SECTION 1-2).

CONTRACTOR'S LICENSE CLASSIFICATION REQUIRED IS CLASS A.

INSURANCE IS REQUIRED AS SPECIFIED IN SCOPE OF WORK-SECTION 1-5 AND TEMPLATE
AGREEMENT, ARTICLE XXV.

NAME: _____

MAILING ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

DELIVERY ADDRESS (CONTRACT RELATED DOCS), IF DIFFERENT FROM MAILING ADDRESS:

TELEPHONE NUMBER: _____ FAX NO. _____

E-MAIL ADDRESS: _____



Project Name: Emergency Construction Services to Provide Slope Stability for the Sespe Creek Overflow
Railroad Bridge Approach on the Santa Paula Branch Line

INSTRUCTIONS

1. **CONTRACT TERM.** The duration of the term is approximately 67 calendar days from NTP.
2. **PRE-BID REQUIREMENTS.** There will be no mandatory pre-bid job walk or mandatory prebid conference meeting.
3. **LICENSING.** Contractor shall be licensed in accordance with the provisions of Sections 7000 through 7145 of the Business and Professions Code of the State of California in the classification required for the work bid on. The CONTRACTOR's license number, classification, and expiration date shall be inserted into the form. The CONTRACTOR's name shall correspond in all respects with the name shown on the license. License numbers and names are checked with the State.
4. **SITE INSPECTION.** Personally visit the worksite to ascertain the existence of any surface or subsurface conditions affecting the cost of the work. Access to railroad right-of-way must be coordinated with the Railroad Operator, Sierra Northern Railway, by contacting Matt Blackburn, General Manager – Ventura Division, at 530-490-1446.
5. **INTERPRETATION AND QUESTIONS.** Carefully review the scope of work for any errors, omissions, or ambiguities. If you discover any or have specific questions, notify the Commission far enough in advance of the bid opening to allow time for the issuance of appropriate written addenda, if necessary. Send the notification about any errors, omissions, ambiguities, or questions to cbrooks@goventura.org. Written addenda shall be the sole means for modifying the scope of work prior to the bid opening. The Commission shall not be bound by oral communications purportedly modifying or interpreting the scope of work regardless of when or by whom such oral communications are made and you should not rely upon such oral communications in preparing your bid. Deadline to submit questions to Caitlin Brooks (cbrooks@goventura.org) is August 23, 2024 no later than 4:00 p.m. Pacific Standard Time. Questions submitted after the deadline may or may not be answered at the discretion of VCTC. VCTC will provide formal responses via an Addenda by August 26, Close of Business.
6. **SUBCONTRACTOR LICENSE NUMBERS.** The Subcontractors and off-job fabricators list must be completed in accordance with Public Contract Code Section 4104. License numbers for subcontractors must be provided.
7. **PUBLIC WORKS CONTRACTOR REGISTRATION PROGRAM.** No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
8. **INSURANCE.** Contractor and subcontractors shall maintain insurance, and provide proof of such insurance, at the levels and in accordance with the requirements outlined in the Template Agreement. The Executive Director may modify such insurance levels and requirements, at his discretion.
9. **BONDING.** Contractor shall provide a bid guarantee equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying the bid as assurance that the bidder will, upon acceptance of the bid, execute

such contractual documents within the time specified. Contractor shall provide the additional bonds in accordance with the requirements outlined in the Template Agreement.

10. **FEDERAL REQUIREMENTS.** This project may be funded by federal funds. As such, the Template Agreement includes all federally-required contract provisions. Contractors shall comply with all federal requirements in the performance of the work.
11. **TEMPLATE AGREEMENT.** Review the sample agreement template and indicate acceptance of proposed terms. VCTC reserves the right to modify or add additional terms to the template agreement as part of negotiations with the selected proposer.
12. **NON-COLLUSION AFFIDAVIT.** Contractor shall submit a Non-Collusion affidavit.
13. **DEBARMENT AND SUSPENSION CERTIFICATION.** Contractor shall submit a Debarment Certification.
14. **LABOR COMPLIANCE MONITORING.** This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The Prime Contractor shall post job site notices prescribed by regulation. See Chapter 8 of the California Code Regulation section 16451 (d) for notice that previously was required for projects monitored by the Compliance Monitoring Unit.
15. **QUOTE SELECTION.** The selection and award of Contractor will be made on a "low bid" basis. Under this procurement approach, VCTC may prioritize non-price factors, such as responsiveness and reasonableness, over price and therefore award a contract to a contractor whose proposal includes not the lowest priced offer but reflects a better overall value to VCTC (e.g. "best value" contracting). Contracts will be evaluated on "responsiveness" (i.e. contractor includes all the requested documents listed above in the bid) and "reasonableness" (i.e. bid is generally in alignment with the independent engineer cost estimate).



Project Name: Emergency Construction Services to Provide Slope Stability for the Sespe Creek Overflow Railroad Bridge Approach on the Santa Paula Branch Line

Contractor's Name:

List of Subcontractors

Listing shall comply with the provisions of California Public Contract Code, Section 4104.

Name of Subcontractor	Contractor's License Number	Business Address	DIR Registration #	Items of Work

If more space is needed, attach additional sheets.

Public Contract Code Section 4104 provides that bidders must list:

(a)(1) The name, the location of the place of business, and the California contractor license number of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specifically fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater.

(b) The portion of the work that will be done by each subcontractor under this act. The prime contractor shall list only one subcontractor for each portion as is defined by the prime contractor in his or her bid.



Project Name: Emergency Construction Services to Provide Slope Stability for the Sespe Creek Overflow
Railroad Bridge Approach on the Santa Paula Branch Line

Schedule of Work and Prices

Dated: _____

At: _____

(City and State)

Signature: _____

Printed Name: _____

Position: _____

(Sole Owner, Partner, President, etc.)

License No. _____

License _____

Classification: _____

Company Name: _____

Type of _____

Organization: _____

(Individual, Partnership, Corporation, etc.)

License _____

Expiration _____

Date: _____

Contractor's DIR _____

Registration #: _____

ADDENDUM NO. 1

ADDENDUM DATE: 8/26/2024
ADDENDUM NO.: 1
IFB TITLE: Emergency Construction Services to Provide Slope Stability for the Sespe Creek Overflow Railroad Bridge Approach on the Santa Paula Branch Line

ADDENDUM SUMMARY

The purpose of the Addendum is to provide additional information and documentation:

1. The “Scope of Work” was replaced in its entirety to update the project name in the document title and page headings for consistency; it was updated with the following: “EMERGENCY CONSTRUCTION SERVICES TO PROVIDE SLOPE STABILITY FOR THE SESPE CREEK OVERFLOW RAILROAD BRIDGE APPROACH ON THE SANTA PAULA BRANCH LINE”.
2. The “Scope of Work” Attachment 1: Special Provisions, Section 5: Pile Driving was updated to address pile driving embedment and typical spacing of piles.
3. The “Sespe Bridge Emergency Repair Template Agreement” was replaced in its entirety to update the project name in the document title and page headings for consistency; it was updated with the following: “EMERGENCY CONSTRUCTION SERVICES TO PROVIDE SLOPE STABILITY FOR THE SESPE CREEK OVERFLOW RAILROAD BRIDGE APPROACH ON THE SANTA PAULA BRANCH LINE”.
4. The “Sespe Bridge Emergency Repair Template Agreement” Article VII heading, Article VII body text, and Article VIII heading have been updated to fix a text error.
5. The “Invitation for Bids (IFB) for Emergency Construction Services to Provide Slope Stability for the Sespe Creek Overflow Railroad Bridge Approach on the Santa Paula Branch Line” (also referred to as “Sespe Bridge Embankment Repairs IFB and Quote Forms”) was replaced in its entirety to update the project name in the document headings for consistency; it was updated with the following: “EMERGENCY CONSTRUCTION SERVICES TO PROVIDE SLOPE STABILITY FOR THE SESPE CREEK OVERFLOW RAILROAD BRIDGE APPROACH ON THE SANTA PAULA BRANCH LINE”.
6. Regional General Permit No. 63 Pre-Construction Notification – **POSTED TO VCTC WEBSITE (<https://www.goventura.org/work-with-vctc/contracts/>) ON 08/22/2024.**
7. Sespe Overflow Bid List Template – **POSTED TO VCTC WEBSITE (<https://www.goventura.org/work-with-vctc/contracts/>) ON 08/22/2024.**
8. Sespe Creek Overflow Railroad Bridge Geotechnical Report (2023) – **POSTED TO VCTC WEBSITE (<https://www.goventura.org/work-with-vctc/contracts/>) ON 08/22/2024.**
9. Non-Collusion Affidavit Form – **POSTED TO VCTC WEBSITE (<https://www.goventura.org/work-with-vctc/contracts/>) ON 08/26/2024.**
10. IFB Questions and Answers Sheet– **POSTED TO VCTC WEBSITE (<https://www.goventura.org/work-with-vctc/contracts/>) ON 08/26/2024.**

Changes noted in this addendum have been marked in the documents.

August 26, 2024

VENTURA COUNTY TRANSPORTATION
COMMISSION



EMERGENCY CONSTRUCTION SERVICES TO
PROVIDE SLOPE STABILITY FOR THE SESPE
CREEK OVERFLOW RAILROAD BRIDGE
APPROACH ON THE SANTA PAULA BRANCH LINE

SCOPE OF WORK

1 BACKGROUND AND SUMMARY

The Sespe Creek Overflow railroad bridge is located at approximately Milepost (MP) 423.44 on the Santa Paula Branch Line (SPBL) railroad, west of Fillmore, California. On January 10, 2023, heavy rain, stream flow, and accumulated debris washed out approximately 90-feet of the railroad bridge. Reconstruction of three spans on the western end of the bridge is required to restore functionality to the Fillmore-Piru segment of the SPBL railroad. On February 5, 2024, a second wash out occurred due to heavy rain and increased flow caused additional erosion, which exposed an additional 50-feet of track and resulted in a vertical cut-bank.

2 SCOPE OF WORK

Whenever “Commission” or “Authority” is referenced in the scope of work it will be understood as the Ventura County Transportation Commission (VCTC). The scope of work for this project is to execute an emergency slope stabilization repair to the recently formed vertical cut-bank at the railroad bridge approach, which involves removal and salvage of the suspended track, demolition and disposal of existing precast backwall and piles, and installation of temporary countermeasures for scour prior to the next winter storms. Due to seasonal/environmental factors, the on-site construction window in the creek bed is limited to August through November 30, 2024, during the driest period of the year. Any work outside of the creek bed after November 15 will require written permission from the Commission. Off-site activities to prepare for the on-site construction activities must advance once work is authorized to proceed. Prior to commencing work, Contractor must confirm and obtain all necessary permits incidental to perform this work, including traffic control with the County if necessary.

All work must conform to the Scope of Work, Special Provisions (Attachment 1), Exhibits (Attachment 2), Water Diversion Guide (Attachment 3), References (Attachment 4), Material Quantities (Attachment 5), and Declining Amphibian Populations Task Force (DAPTF) Decontamination Protocol (Attachment 6). Contractor must submit a detailed Site Specific Work Plan for all activities and obtain approval from the Commission’s Engineer prior to commencing work. Product data must be submitted to the Commission’s Engineer and approved prior to ordering material. Changes to scope of work will need to be submitted for approval to the Commission and requires approval prior to commencing any work that deviates from the scope of work provided herein.



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EMERGENCY CONSTRUCTION SERVICES TO PROVIDE SLOPE STABILITY FOR THE SESPE CREEK OVERFLOW RAILROAD
BRIDGE APPROACH ON THE SANTA PAULA BRANCH LINE



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EMERGENCY CONSTRUCTION SERVICES TO PROVIDE SLOPE STABILITY FOR THE SESPE CREEK OVERFLOW RAILROAD
BRIDGE APPROACH ON THE SANTA PAULA BRANCH LINE



1

ATTACHMENT 1: SPECIAL PROVISIONS

SPECIAL PROVISIONS

1 GENERAL REQUIREMENTS

1-1 EMERGENCY CONTRACTING AUTHORITY

This contract is for emergency work as authorized by Public Contract Code §22050.

1-2 DURATION OF CONTRACT

The Contractor shall provide labor, equipment and materials as directed by the Commission from Notice-to-Proceed date until Work is Complete, or until the contract is terminated. Completion time is 45 days from Start of Work, unless extended in writing by the Commission.

1-3 CONSTRUCTION SCHEDULE

1-3.1 Notice-to-Proceed (NTP)

The issuance of Notice-to-Proceed (NTP) by the Commission initiates period of performance but it does not constitute the Contractor's authority to enter upon the site of the Work.

1-3.2 Right-Of-Entry (ROE)

Only after the railroad Right-of-Entry (ROE) permit has been obtained, does the Contractor have authorization to enter the railroad right-of-way (ROW). A ROE permit will be issued by railroad operator Sierra Northern Railway (SERA) at no cost to the Contractor. Entry upon the site without authority will be treated as trespassing.

1-3.3 Mobilization And Demobilization

Mobilization shall not commence until NTP has been issued and the Contractor meets all other requirements included in Section 1-3.

1-3.4 Potholing

The Contractor must submit a dig ticket and pothole prior to the start of construction.

1-3.5 Starting Work

The Contractor may start work at any time after NTP is issued but work shall begin within 15 Days after the starting date for the Contract, or at such other time as may be indicated in the Special Provisions. The actual date on which the Contractor starts work will not affect the required time for completion as provided for in Section 1-2.

1-3.6 Seasonal Restrictions

All work in the creek bed must be completed prior to November 16, 2024, unless extended in writing by the Commission. Work cannot extend beyond November 30, 2024.

1-3.7 Material Quantities

The Contractor shall field verify the quantity of materials 5 working days prior to the NTP. The Contractor must coordinate with the railroad operator, SERA, to enter the ROW to perform field verification.

1-4 CONTRACTOR'S WORKING HOURS

As a courtesy to local residents, Contractor shall abide by the County of Ventura Noise Ordinance, which prohibits loud or raucous noise between 9:00 PM and 7:00 AM the next day. In addition, pile driving is only allowed during the daytime hours of 7:30 AM through 6:00 PM, unless specifically approved by the Commission. Work is allowed on weekends and holidays.

1-5 COMMISSION PERSONNEL AND AUTHORITY

The Project Manager, as identified in this contract, has authority to direct the work to be performed, including work that may be considered a Contract Change Order.

1-6 MODIFICATIONS TO SCRRRA STANDARD SPECIFICATIONS

All approvals will be obtained through the Commission or its designated appointee. Whenever "Authority" is referenced in the SCRRRA Standard Specifications (Attachment 4), it will be understood as the Ventura County Transportation Commission.

1-7 SUBMITTALS

Submittals shall be provided, at the Contractor's expense: as required in this section, when required by the Exhibits or Special Provisions, or when requested by the Engineer. Materials shall neither be furnished nor fabricated, nor shall any work for which submittals are required be performed, before the required submittals have been reviewed and accepted by the Engineer. Neither review nor acceptance of submittals by the Engineer shall relieve the Contractor from responsibility for errors, omissions, or deviations from the Contract Documents, unless such deviations were specifically called to the attention of the Engineer in the letter of transmittal. The Contractor shall be responsible for the correctness of the submittals. Each submittal shall be included in the Contract Unit Price or lump sum bid price for the various bid items.

The Contractor must provide at minimum all the following Submittals to the Engineer within 15 days of NTP:

- a. Baseline Schedule
- b. Day-to-Day Schedule
- c. Potholing Plan
- d. Health and Safety Plan
- e. Site-Specific-Work Plan
- f. Riprap Product Data
- g. Pile Product Data
- h. Backfill Product Data
- i. Rock Slope Protection Fabric Data
- j. Class 2 Aggregate Base Data

1-7.1 Submittal Procedures

All submittals must be verified by the Commission for conformance against the Scope of Work for the Contract.

- a. Processing Time: Allow time for submittal review, resubmittals may be necessary.
- b. Concurrent Consultant and/or Commission Review: Allow for 2 complete working days from date of submittal to allow concurrent consultants and Commission review.

- c. External Review: Allow 2 additional working day from date of submittal to allow for external review.

1-7.2 Day-to-Day Schedule

The Contractor must provide at a minimum all the following items in the day-to-day schedule:

- a. Work Duration
- b. Work Schedule (e.g., five 8-hour days, four 10-hours days, six 9-hour days)
- c. Work Activities
- d. Start and End Times

1-8 WATER POLLUTION CONTROL

The Contractor is not required to submit a Stormwater Pollution Prevention Plan (SWPPP) or Stormwater Pollution Control Plan (SWPCP).

1-9 BEST MANAGEMENT PRACTICES (BMPs)

Best Management Practices (BMPs) are addressed in SCRRA Standard Specifications 01 57 19 and are the minimum requirements to be met by the Contractor. The Contractor shall comply the Regional General Permit (RGP) 63 for BMPs. Where there is a discrepancy between the RGP 63 and the standard specifications, the regulation will govern. BMPs are incidental to the work and no separate measurement or payment will be made to the Contractor.

1-9.1 Drainage Control

The Contractor shall maintain drainage within and through the Work areas. Earth dams will not be permitted in paved areas. Temporary dams of sandbags, asphaltic concrete, or other acceptable material will be permitted when necessary to protect the Work, provided their use does not create a hazard or nuisance to the public. Such dams shall be removed from the site as soon as their use is no longer necessary.

1-9.2 Decontamination Protocol

The Contractor shall comply with the "Declining Amphibian Populations Task Force Fieldwork Code of Practice" protocols, included as Attachment 6.

1-9.3 Final Cleaning

At the completion of the Work, the Contractor shall remove all waste materials and rubbish from and about the project, as well as all tools, construction equipment, temporary facilities, machinery, and surplus materials. The Contractor shall use only cleaning materials recommended by the manufacturer of the surface to be cleaned and use cleaning materials only on surfaces recommended by the cleaning material manufacturer. The Contractor shall broom-clean all paved surfaces and rake-clean other surfaces of grounds. After cleaning, the Contractor shall maintain the worksite in a clean condition until it is accepted by the Commission.

1-10 WATERSHED PROTECTION

Any work within the creek bed will require a ROE permit from Ventura County Watershed Protection District prior to mobilizing into creek. The ROE permit fees will be waived for the Contractor.

1-11 COORDINATION WITH RAILROAD OPERATOR

The Santa Paula Branch Line railroad is out of service within the project area for the duration of the project. However, the Contractor will be expected to coordinate with the railroad operator, SERA, as needed.

1-12 PAYMENT

The Contractor will be paid based on the pay items in the Schedule of Values (Refer to Attachment 4: SCRRRA Standard Specifications Section 01 29 73). Disbursement of the pay items will be in accordance with the requirements for Payments.

When the plans have been altered, or when disagreement exists between the Contractor and the Commission as to the accuracy of the plan quantities, or when the line or grade within the Contract Limits of Work differ from what is shown on the Drawings, either party shall have the right to request, in writing, a change to the noted quantity. This request should be made before any Work is started that would affect the measurement.

2 DIVERSION, CONTROL, AND REMOVAL OF WATER

2-1 SCOPE

This item shall consist of the diversion, control, and removal of all water entering into the construction area or otherwise affecting construction activities and shall be performed to the extent possible in accordance with the Water Diversion Guide in Attachment 3. The Contractor shall also refer to Attachment 3 Section 5 for dewatering guidelines.

Prior to beginning of work involving diversion, control and removal of water, the Contractor shall submit a water control plan to the Commission. In the event circumstances change during the course of construction that would require changes to the original water control plan, a revised water control plan shall be promptly submitted to the Engineer in each instance. No responsibility shall accrue to the Commission as a result of the plan or as a result of knowledge of the plan. Construction and operation of the diversion, control, and removal shall be in accordance with the water control plan submitted, except deviations therefrom specifically approved by the Commission. All works installed by the Contractor in connection with dewatering, control, and diversion of water but not specified to become a permanent part of the Work, shall be removed and the site restored, insofar as practical, to its original condition prior to completion of construction or when directed by the Commission.

2-2 MEASUREMENT AND PAYMENT

Payment of Water Diversion is based on the water level being at approximately Elevation 430 as shown in the photos.

The contract price for such work includes full compensation for installation, operation, maintenance, and removal of diversion and control works, regardless of the number of times necessary, and includes all labor equipment, tools, tests, services, materials, and all other necessary and incidental items required to complete the Work.

The contract price for such work will include full payment for all materials, labor, equipment, and other in accordance with the Exhibits, the Special Provisions, and as directed by the Engineer and no additional compensation will be allowed.

3 RIP RAP, BACKFILL, AND CLASS 2 AGGREGATE BASE

3-1 SCOPE

Earthwork may be performed prior to riprap placement at the boundary of the fill area. Soil may need to be removed and recompact to create a working surface. This would be at the Contractor's option or means and methods.

The Contractor shall restore the scour hole by placing Class 1 riprap on the compacted soil behind the abutment. The top of the stone should reach an approximate elevation 430 as shown in the Exhibits. The 12" thick section of compacted Class 2 aggregate base shall be installed on top of the Class 1 riprap.

Class 8 rock slope protection fabric shall be installed surrounding the backfill, between the Class 2 aggregate base and backfill material.

At the bridge approach, the Contractor shall install backfill from the bottom of the exposed piles behind the abutment, up to the bottom of existing subballast elevation, as shown on Exhibits, or as directed by the Engineer. The Contractor shall tie in new material to the existing embankment and the County repairs.

3-2 MATERIALS

Backfill and Class 2 Aggregate Base materials shall conform to the SCRRRA Standard Specifications. Class 8 rip rap, Class 1 rip rap, and Class 8 rock slope protection fabric shall conform to Caltrans Highway Design Manual (HDM).

3-3 INSTALLATION

Backfill material, as identified in the Exhibits, shall be compacted to 90-95% directly below the railroad track, and 15' from centerline of existing track in either direction in accordance with current SCRRRA Standard Specifications and AREMA MRE guidelines. The Contractor shall install the backfill at a 2:1 slope as indicated on the Exhibits and establish smooth transitions to the existing ground line. The Contractor may not extend the backfill beyond the ordinary high-water mark per the RGP 63.

Class 2 Aggregate base shall be compacted to 95% where installed.

Class 8 and Class 1 rip rap shall be installed "loose" (NOT grouted) per Method B of the Caltrans HDM.

Class 8 RSP Fabric shall be placed in two layers as shown in the Exhibits and per the Caltrans HDM.

3-4 MEASUREMENT AND PAYMENT

Payment of backfill will be paid for at the contract unit price per cubic yard. The contract price for such work will include full payment for all materials, labor, equipment, and other incidentals required to place backfill in accordance with the Plans, the Special Provisions, and as directed by the Engineer and no additional compensation will be allowed.

Payment for construction of riprap shall be made at the Contract Unit Price per ton of riprap rock class placed. Such payment shall be considered full compensation for furnishing all labor,



material, riprap, shattering the remaining grouted riprap, equipment, tools and incidentals necessary to complete the work including subgrade preparation.

4 DEMOLITION

4-1 SCOPE

The Contractor shall remove and salvage the rail segment over the washed-out portion of the railroad bridge. The Contractor shall remove and segregate timber ties and track OTM hardware of removed rail segment to be stored on the railroad ROW in a location as directed by SERA for proper disposal by SERA. Timber ties shall be isolated should any rain event happen during the removal or storage period.

Remove and salvage detached railroad bridge handrail posts and cables. Positively secure handrail cables to the remaining handrail posts attached to undamaged railroad bridge segment. Remove and dispose of abutment precast backwall and exposed piles.

Salvaged material will be stored on the railroad ROW in a nearby yard. Location for stored material will be directed by SERA.

4-2 PAYMENT

Refer to SCRRRA Standard Specifications 31 11 50 for Measurement and Payment.

5 PILE DRIVING

5-1 SCOPE

The Contractor shall drive piles outside of the high dry bank line of the channel within the railroad ROW as directed by the Engineer. The piles shall be driven to groundline, approximate 440 elevation, or 1-foot below ground line. The piles must be embedded a minimum of 15 ft into the soil. The piles must have a spacing of 2-feet and 3-inches, typical. Refer to SCRRRA Standard Specifications 31 80 21 Piling.

5-2 MATERIAL

The material will consist of HP 10x57 steel piles.

5-3 MEASUREMENT AND PAYMENT

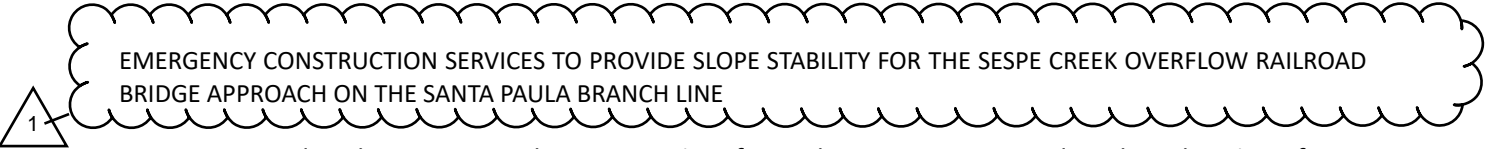
Payment of piles will be paid for at the contract unit price per linear foot. The contract price for such work will include full payment for all materials, labor, equipment, and other incidentals required to drive piles in accordance with the Plans, the Special Provisions, and as directed by the Engineer and no additional compensation will be allowed.

6 BID LIST OPTION 1

6-1 SCOPE

The Contractor shall procure and install rip rap in the event of an emergency during the winter storm season from December 1, 2024, to March 30, 2025. The Contractor shall install rip rap as directed by the Commission in the event of an emergency. This work shall only be





EMERGENCY CONSTRUCTION SERVICES TO PROVIDE SLOPE STABILITY FOR THE SESPE CREEK OVERFLOW RAILROAD
BRIDGE APPROACH ON THE SANTA PAULA BRANCH LINE

undertaken upon explicit instruction from the Commission and within the time frame specified by the Commission at the time of the emergency. Contractor shall refer to SCRRA Standard Specifications 01 23 00 Part 1 Options (Attachment 4).

6-2 MATERIAL AND INSTALLATION

The material consists of Class 8 rip rap via Method B installation per the Caltrans HDM.

6-3 MOBILIZATION

Mobilization toward Option 1 in the Bid List would be considered a second mobilization.


6-4 PAYMENT

Payment for Option 1 will be based on the unit prices submitted with the Contractor's bid. The rip rap will be paid on a per cubic yard basis, and the total amount payable will be determined by the actual quantity of riprap placed as verified by the Engineer. The Contractor is required to submit detailed invoices supported or other appropriate documentation for verification by the Engineer.

7 QUALITY CONTROL AND MATERIALS TESTING

7-1 QUALITY CONTROL TESTS AND INSPECTIONS

Quality Control tests and inspections shall be the sole responsibility of the Contractor. Refer to SCRRA Standard Specifications 01 40 00 (Attachment 4).



EMERGENCY CONSTRUCTION SERVICES TO PROVIDE SLOPE STABILITY FOR THE SESPE CREEK OVERFLOW RAILROAD
BRIDGE APPROACH ON THE SANTA PAULA BRANCH LINE



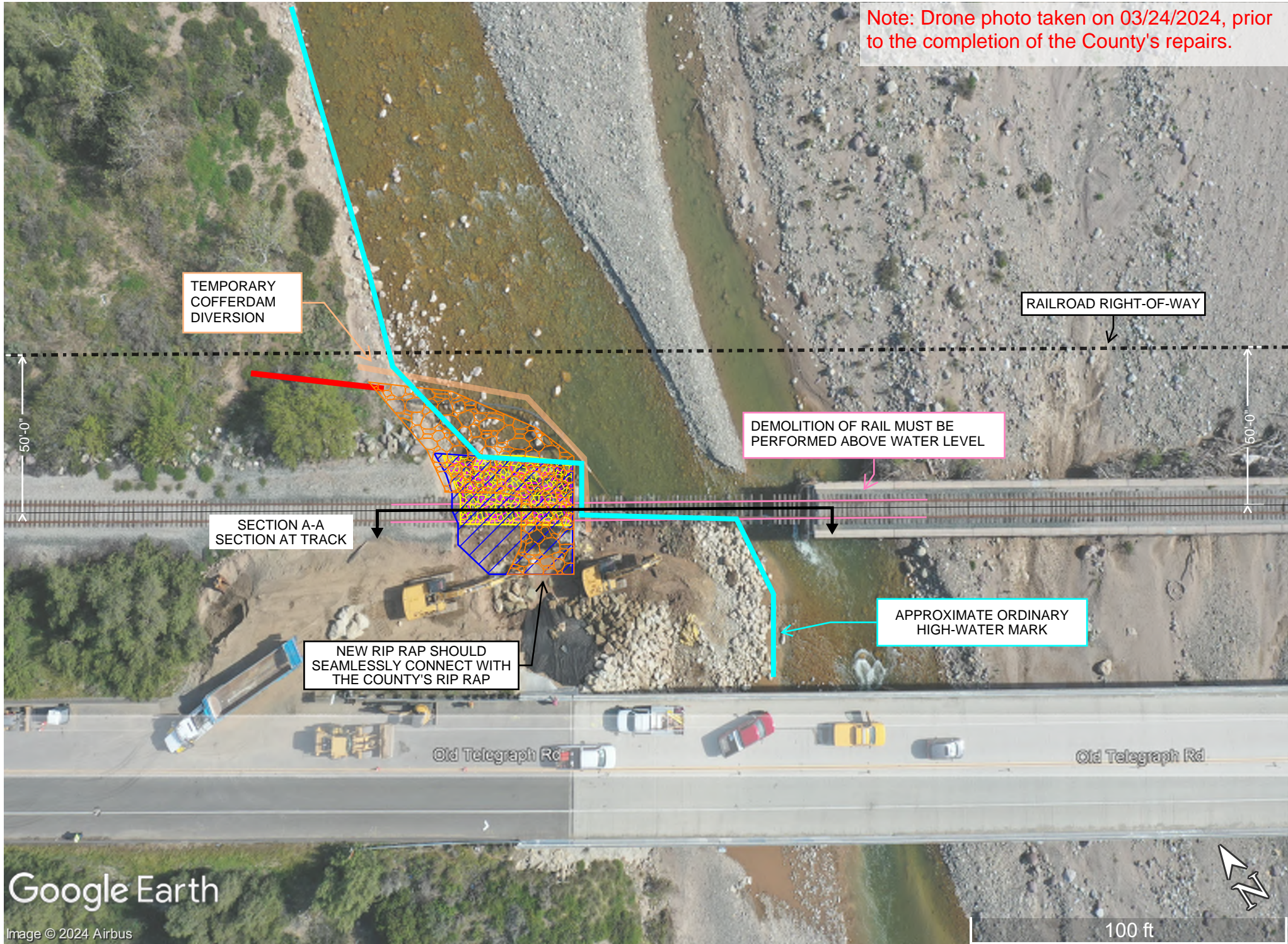
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ATTACHMENT 2: EXHIBITS

GENERAL NOTES:

1. THE CONTRACTOR SHALL COMPLY WITH ALL LOCAL, STATE, AND FEDERAL SAFETY CODES, REGULATIONS, AND SPECIFICATIONS FOR THIS CONTRACT.
2. THE CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT LIMITED TO NORMAL WORKING HOURS, AND THE CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY, AND HOLD VENTURA COUNTY TRANSIT COMMISSION AND THE DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT.
3. THE CONTRACTOR SHALL CLEAN UP ALL DEBRIS AND MATERIALS RESULTING FROM THE OPERATION TO THE SATISFACTION OF THE ENGINEER. REFER TO SPECIAL PROVISIONS SECTION 1-9.3 FOR CLEAN UP AND RESTORATION.
4. SECTION 4216/4217 OF THE GOVERNMENT CODE REQUIRES A DIG ALERT IDENTIFICATION NUMBER BE ISSUED BEFORE A "PERMIT TO EXCAVATE" IS VALID. THE CONTRACTOR SHALL CALL THE UNDERGROUND SERVICE ALERT (811 OR 1-800-422-4133) TWO (2) WORKING DAYS PRIOR TO CONSTRUCTION TO OBTAIN A DIG TICKET.
5. VENTURA COUNTY TRANSIT COMMISSION IS NOT A MEMBER OF DIG ALERT. THE CONTRACTOR SHALL CONTACT SIERRA NORTHERN RAILWAY A MINIMUM OF FIVE (5) DAYS PRIOR TO BEGINNING CONSTRUCTION TO MARK SIGNAL AND COMMUNICATION CABLES AND CONDUITS TO ASSURE CABLE AND CONDUITS HAVE BEEN MARKED.
6. EXHIBITS ARE NOT TO SCALE, REFER TO QUANTITIES IN SCOPE OF WORK ATTACHMENT 5. PER THE SPECIAL PROVISIONS SECTION 1-3.7, THE CONTRACTOR SHALL FIELD VERIFY MATERIAL QUANTITIES PRIOR TO CONSTRUCTION.
7. CONTRACTOR SHALL REFER TO THE VENTURA COUNTY WATERSHED PROTECTION DISTRICT WATER DIVERSION GUIDE FOR COFFERDAM CONSTRUCTION, SEE SCOPE OF WORK ATTACHMENT 3.

Note: Drone photo taken on 03/24/2024, prior to the completion of the County's repairs.



TEMPORARY COFFERDAM DIVERSION

RAILROAD RIGHT-OF-WAY

50'-0"

50'-0"

DEMOLITION OF RAIL MUST BE PERFORMED ABOVE WATER LEVEL

SECTION A-A
SECTION AT TRACK

APPROXIMATE ORDINARY HIGH-WATER MARK

NEW RIP RAP SHOULD SEAMLESSLY CONNECT WITH THE COUNTY'S RIP RAP

Old Telegraph Rd

Old Telegraph Rd

Google Earth

Image © 2024 Airbus

100 ft

--- VCTC RIGHT-OF-WAY LIMITS

█ BACKFILL

█ CLASS 1 RIP RAP

█ CLASS 2 BASE

* NOT TO SCALE

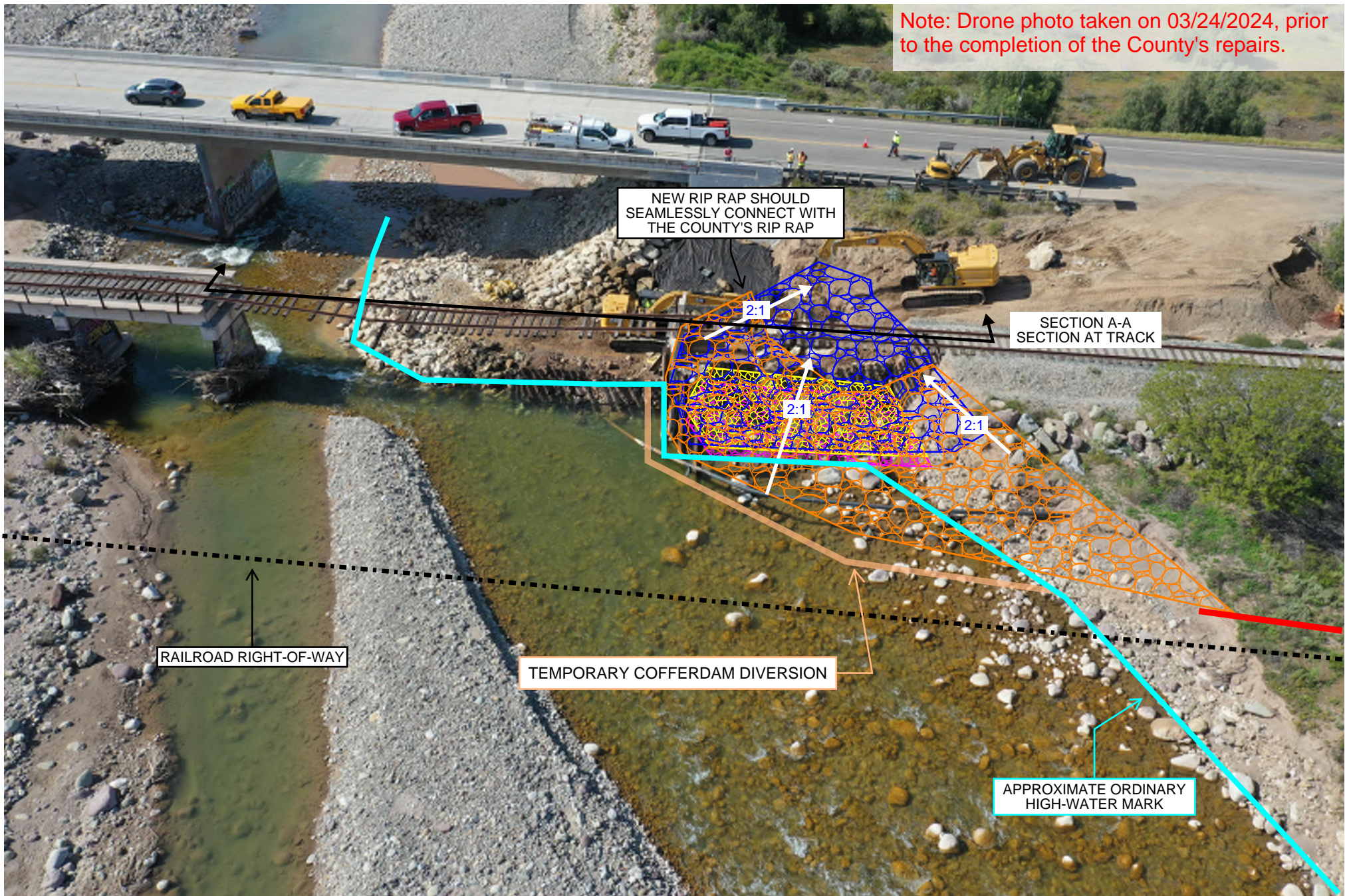
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█ H-PILE WALL

█ CLASS 8 RIP RAP

█ TEMPORARY COFFERDAM

Note: Drone photo taken on 03/24/2024, prior to the completion of the County's repairs.



NEW RIP RAP SHOULD SEAMLESSLY CONNECT WITH THE COUNTY'S RIP RAP

SECTION A-A
SECTION AT TRACK

RAILROAD RIGHT-OF-WAY

TEMPORARY COFFERDAM DIVERSION

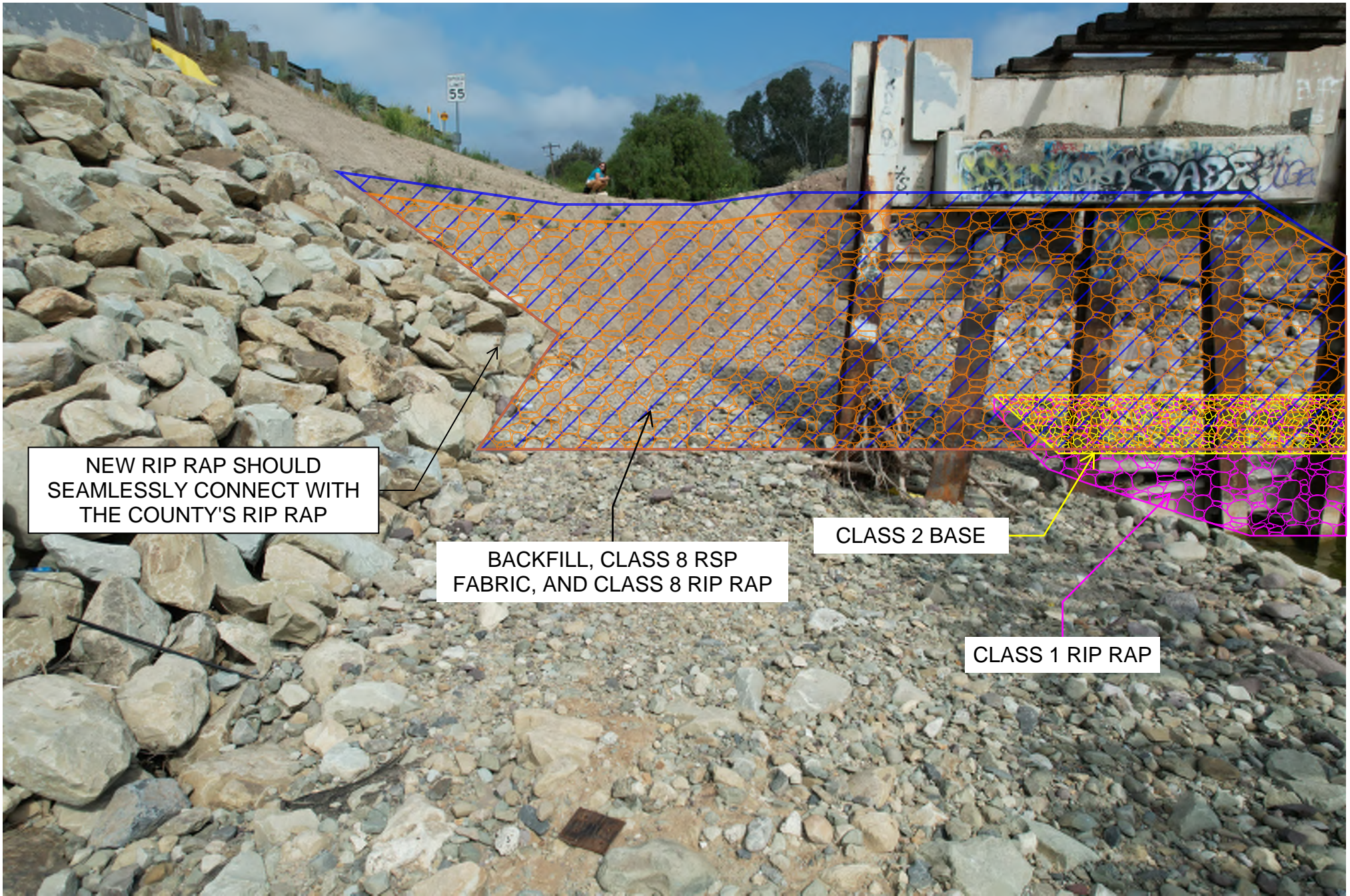
APPROXIMATE ORDINARY
HIGH-WATER MARK

- BACKFILL
- CLASS I RIP RAP
- VCTC RIGHT-OF-WAY LIMITS




- H-PILE WALL
- CLASS 2 BASE
- CLASS 8 RIP RAP



- APPROXIMATE ORDINARY
HIGH WATER MARK
- TEMPORARY COFFERDAM

* NOT TO SCALE

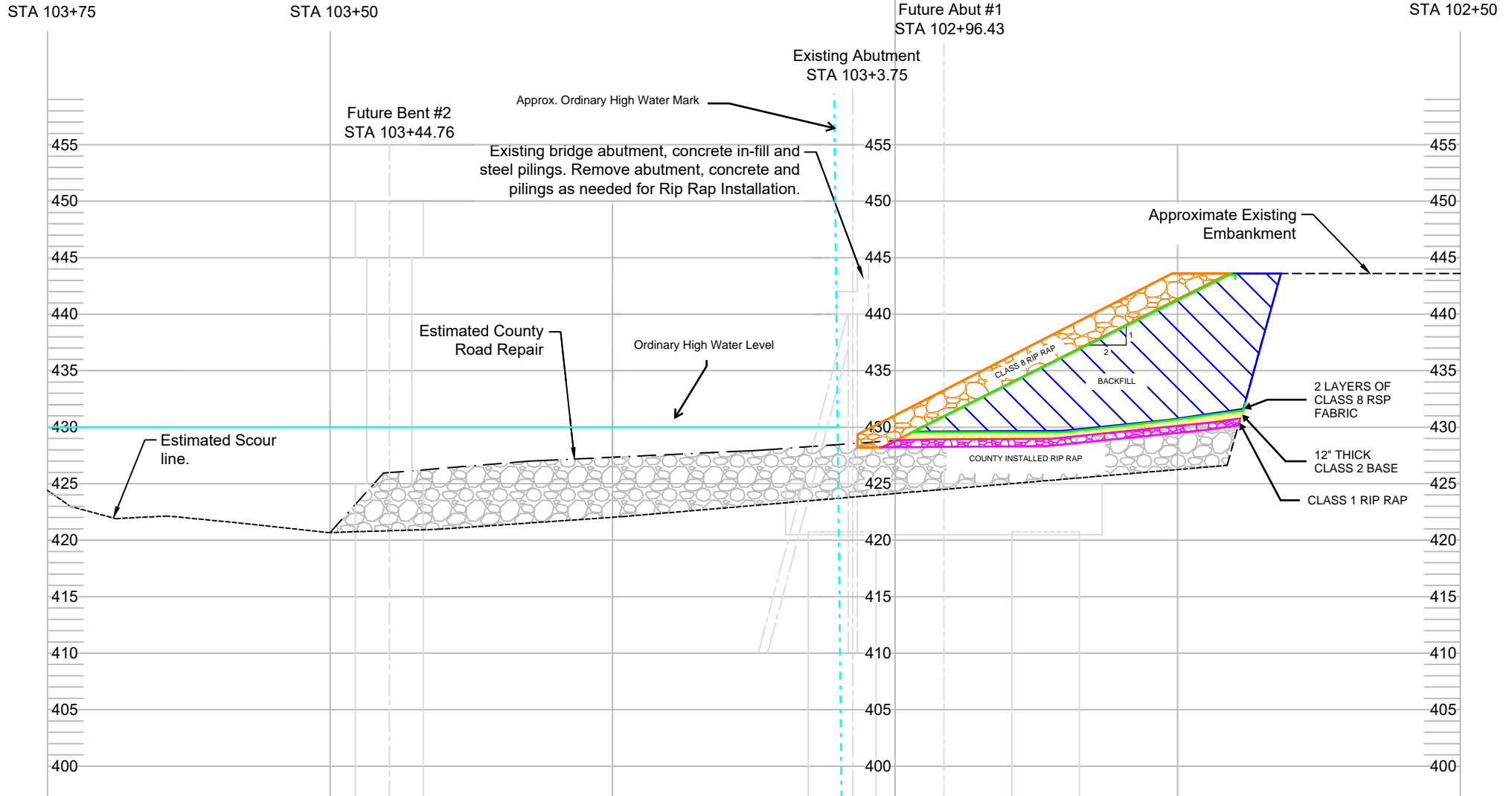


Note: Photo taken on 06/12/2024, after the completion of the County's repairs.


-  BACKFILL
-  CLASS 2 BASE
-  CLASS 8 RIP RAP

-  CLASS 1 RIP RAP
-  CLASS 8 RSP FABRIC

STA 103+00



**SECTION A-A,
SECTION AT CL OF TRACK**
Not to Scale



EMERGENCY CONSTRUCTION SERVICES TO PROVIDE SLOPE STABILITY FOR THE SESPE CREEK OVERFLOW RAILROAD
BRIDGE APPROACH ON THE SANTA PAULA BRANCH LINE



1

ATTACHMENT 3: WATER DIVERSION GUIDE

WATER DIVERSION GUIDE

FOR THE

**VENTURA COUNTY
MAINTENANCE PROGRAM EIR**

VENTURA, CALIFORNIA

Prepared for:

Ventura County Watershed Protection District

800 South Victoria Avenue

Ventura, California 93009-1600

Prepared by:

URS

130 Robin Hill Road, 1 Suite 100

Santa Barbara, California 93117

(805) 964-6010 ♦ Fax: (805) 964-0259

December 2007

Updated by WPD: September 2019

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1.0 INTRODUCTION

1.1 BACKGROUND

The Ventura County Watershed Protection District's (District) ongoing maintenance program focuses on the proper operation and function of the District's flood control facilities. Routine maintenance and repair activities preserve the engineered flow conveyance and retention capacities of the District's flood control facilities and prevent/remove the accumulation of obstructing vegetation and sediments that could increase existing flood or erosion hazards.

This Water Diversion Guide was developed in conjunction with the 2008 Maintenance Program Environmental Impact Report (Program EIR) to address potential impacts to water quality and aquatic habitat during routine maintenance and repair activities. This guidance provides detailed Best Management Practices (BMPs) for the District and its contractors to use during water diversion activities to reduce environmental impacts to hydrology, water quality, and aquatic habitat.

1.2 PURPOSE

During routine maintenance and repair operations, flowing or ponded water may be present at a flood control facility. Water flowing through work areas can potentially impact downstream water quality through the discharge of sediment, debris, construction materials and other pollutants. Construction activity may also impact water quality or native aquatic life by altering flow channels and hydrology, mechanically damaging aquatic habitat or contributing to siltation and turbidity.

Temporary water diversion is required during a routine maintenance or repair activity when work in flowing or ponded water has the potential to negatively impact water quality or native aquatic life. A water diversion facility must be constructed, operated, maintained, and removed to minimize impacts. BMPs implemented as part of the water diversion reduces water quality impacts by minimizing the discharge of sediments and other pollutants from the work area. BMPs for the protection, removal, and relocation of native aquatic life during water diversion reduce impacts to aquatic life. Water quality monitoring is usually required during the operation and removal of a water diversion. The results of water quality monitoring can be used to assess the performance of BMPs and address any potential impacts to water quality from the water diversion.

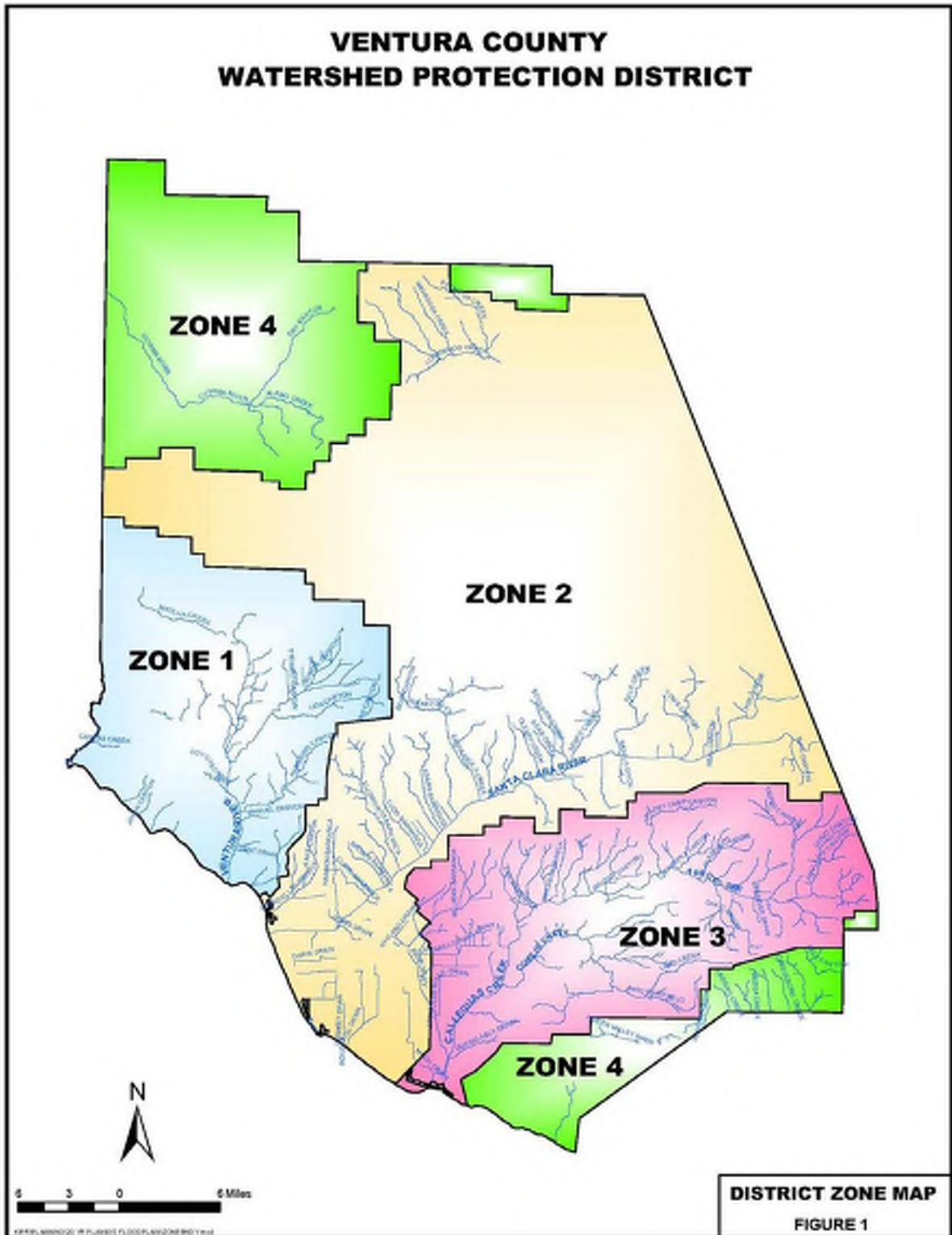
1.3 DISTRICT ZONES

The District operates and maintains projects that have been either constructed by the District or constructed by others and transferred to the District. The District has divided Ventura County into four management zones (Table 1-1 and Figure 1).

**TABLE 1-1
SUMMARY OF DISTRICT ZONES**

Zone No.	Watershed	Major Drainages	Cities and Communities
1	Ventura River Watershed	Ventura River, San Antonio Creek, tributaries in the Ojai Valley	Ojai, Ventura, Oak View, Casitas Springs, Live Oak Acres, Meiners Oaks
2	Santa Clara River Watershed and Oxnard Plain	Santa Clara River and its tributaries, various Oxnard Plain drains	Piru, Fillmore, Santa Paula, Ventura, El Rio, Saticoy, Oxnard, Port Hueneme, Nyeland Acres
3	Calleguas Creek Watershed	Arroyo Conejo, Arroyo Simi, Arroyo Santa Rosa Creek, Conejo Creek, Arroyo Las Posas Calleguas Creek, Revolon Slough	Simi Valley, Moorpark, Camarillo, Thousand Oaks, Newbury Park, Somis
4	Potrero Creek Watershed, Upper Cuyama River Watershed	Potrero Creek, Medea Creek	Agoura Hills, Westlake Village

FIGURE 1
DISTRICT MANAGEMENT ZONES



2.0 FACILITY TYPES AND DESCRIPTIONS

A variety of basin and linear facilities are maintained by the District. A comprehensive list of the District's facilities and their location, dimensions, capacities, and other pertinent information is included in the District's Catalog of Facilities (2008 Environmental Protection Measures for the ongoing Routine Operations and Maintenance Program EIR, Appendix C, periodically updated) and the Debris and Detention Basin Manual (EIR Appendix D, updated December 2017). The main types of linear facilities are Open Channel; Open Channel Inlets, Outlets, and Transitions; Bank Protection and Related Facilities; and Pipe and Box Culverts (Underground Facilities). There are about 216 miles of maintained linear facilities with open channels accounting for one-half of the total. There are 56 debris and detention basins that are maintained by the District.

2.1 OPEN CHANNELS

2.1.1 Channel Types

More than 50 percent of the District's linear facilities are some type of open channel. The most abundant type is the reinforced rectangular or trapezoidal concrete channel. This is a fully lined concrete structure with either a trapezoidal or rectangular (vertical wall) channel geometry. Some of the open channels are graded, earthen channels or unlined channels, while others are grouted (i.e., concreted) riprap channels with earthen bottoms. Channel geometries for earthen channels are usually trapezoidal.

Open channels in the District can be categorized as "improved" or unimproved" channels. Improved channels have been designed for a specific storm flow conveyance capacity, with engineering drawings that specify a certain width and depth. Most "improved" channels are fully or partially lined with concrete. "Improved" earthen channels have design dimensions that must be maintained. "Unimproved" channels are full earthen channels or channels with bank protection (i.e., riprap, gunite) and a soft bottom that do not have engineered design specifications but are maintained to specific configurations as part of the District's ongoing maintenance program.

2.1.2 Maintenance Activities in Channels

Several types of routine maintenance and repair operations are conducted by the District on an annual basis. Any of these activities can occur at a facility with flowing or ponded water that would require a water diversion and appropriate BMPs.

2.1.2.1 Channel Cleanout

The District is the Principal co-permittee of the Ventura Countywide NPDES Permit and responsible for implementation of the Ventura Countywide Stormwater Quality Management Program (VCSQMP)¹. The VCSQMP requires co-permittees to routinely clean catch basins, drainage facilities, detention/retention basins, and reinforced concrete open channels at least once each year prior to the wet season. At most sites, sediments are removed from the channel bottom using an excavator or a crane working from the top of the banks.

¹ The Ventura Countywide Stormwater Quality Management Program (VCSQMP) complies with the requirements of the Ventura Countywide National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit (Order R4-2010-0108; NPDES Permit No. CAS004002) issued by the Los Angeles Regional Water Quality Control Board (RWQCB).

2.1.2.2 Channel Bed and Bank Repair

Repair activities include the re-shaping and compaction of earthen channels to repair erosion damage, replacement of damaged concrete in lined channels and other in-kind replacement bank protection. Minor additions of rock riprap and/or concrete may occur in locations with repetitive scour or erosion damage. These types of repairs do not substantially alter the facility footprint or change the type of construction.

2.2 DEBRIS AND DETENTION BASINS

The District operates and maintains 56 debris and detention basins. The number, location, and capacity of the District's detention basins are provided in the VCWPD Debris and Detention Basin Manual. They are typically located in headwaters above developed areas. The basins are usually formed by the construction of an earthen dam that may or may not have rock facing. If basin volumes or dam designs exceed certain state criteria, they are regulated by the California State Division of Safety of Dams (DSOD). State-size facilities store more than 50 acre-feet of water or have dams that are more than 25 feet high.

2.2.1 Debris Basins

Most of the District basins are "debris basins" which capture large debris (sediment, boulders, trees, etc.) during winter storms. These types of basins function by allowing flood waters to pond in the basin, thereby slowing water velocity so that debris and sediment settle out in the basin.

2.2.2 Detention Basins

The District maintains several "detention basins," which detain large volumes of water during the early phases or peak of a storm event, then slowly release the water over time. These basins reduce the peak downstream flows, which reduces flooding.

2.2.3 Maintenance Operations

Basins require a certain storage volume to perform in accordance with the design criteria. As sediments accumulate, the design storage volume is decreased, and the basin will not function as designed. Hence, sediments must be removed to maintain the design volume. Basins are cleaned on an as-needed rather than annual basis. A debris basin "cleanout" occurs in advance of each upcoming rainy season and/or immediately following the rainy season if any sediment and debris have accumulated to fill approximately 25% of the design capacity. If the watershed upstream of the basin is burned in the preceding five years, the basins will be cleaned in advance of the rainy season and may be cleaned several times per year until the vegetation in the watershed recovers.

3.0 ASSESSING FIELD CONDITIONS

Prior to a maintenance or repair activity in a channel or basin with ponded or flowing water, the District or its contractor will determine the need for a water diversion, the appropriate type of water diversion and appropriate BMPs for the activity. This requires the District or its contractor to perform a pre-construction assessment of field conditions, including the type of facility, flow conditions and the potential for aquatic habitat.

3.1 ASSESSMENT OF FLOW CONDITIONS

3.1.1 Open Channels

Some open channels within the District have year-round or perennial flow. Most substantial flows occur in the channels during and immediately following rain events. However, water can be present year-round due to “nuisance” discharges from storm drains, high ground water seeping from “weepholes” in concrete lined channels and agricultural return flows. Some channels have perennial flows due to permitted discharges from water or wastewater treatment plants.

Although the rainy season runs approximately from October to April, intermittent flows can be present any time of the year due to urban or agricultural discharges or monsoonal storms. Provisions for water diversions should always be incorporated into project planning. For coastal facilities, the influence of tidal flows will need to be taken into consideration.

Water diversion and incorporation of appropriate BMPs during a routine maintenance or repair operation in an open channel is indicated under the following flow conditions:

- The maintenance or repair activity is to be conducted in the rainy season between October and April.
- The channel is normally dry, but intermittent urban or agricultural discharge may occur.
- The channel conveys tidal flows or is tidally influenced,
- The channel conveys perennial flows from either man-made or natural upstream sources.
- Flow or ponded water is present in an earthen bottom channel.
- Flows or ponded water within a concrete-lined channel are 2 inches or deeper. Routine cleaning of dry or nearly dry concrete lined channels with less than 2 inches of water is conducted with downstream BMPs (e.g. wattles) to prevent turbidity.

3.1.2 Debris and Detention Basins

A water diversion is needed in a debris or detention basin when water is either flowing into the basin or ponded within it and the maintenance activity will potentially impact downstream water quality or aquatic habitat. Water may be ponded within a basin due to groundwater seepage or retained storm flows. A water diversion with appropriate BMPs is indicated for routine maintenance under the following flow conditions:

- Water is flowing or may flow into the basin from an upstream source.
- Water is ponded within the basin.

3.2 ASSESSMENT OF POTENTIAL AQUATIC HABITAT

Most District flood control facilities in the District are managed to minimize riparian, wetland, and aquatic habitat. However, measures must be taken during water diversions to protect aquatic habitat and species if they are present. Facilities that convey flows for sensitive species are identified in the Catalog of Facilities (Table 3-1).

A biological survey must be conducted by a qualified biologist for facilities with potential habitat for native aquatic species prior to initiation of the water diversion and any maintenance or repair activity. Prior to initiating work the District must determine if the following conditions that may require a biological survey are present at the facility:

- The facility may support special status species (Table 3-1).
- The facility supports wetland or riparian vegetation, or aquatic wildlife, or these resources occur downstream.
- The facility is an earthen bottom channel or debris basin with ponded or flowing water.
- The facility conveys perennial or intermittent flows from a man-made or natural upstream source.
- The facility conveys tidal flows or flows that are tidally influenced.
- The facility is a concrete-lined channel conveying flows deeper than two inches.

Prior to initiating work, if the District or its contractor observes the above conditions at a facility with flowing or ponded water, the District will assign a qualified biologist to conduct the biological survey.

**TABLE 3-1
WATERSHED SUMMARY OF POTENTIAL SPECIAL STATUS SPECIES**

Watershed	Zone	Aquatic Sensitive Species with Potential to Occur
Ventura River	1	California Red-Legged Frog, Southwestern Pond Turtle, Southern Steelhead, Tidewater Goby
Santa Clara River	2	Arroyo Toad, Southwestern Pond Turtle, Southern Steelhead, Tidewater Goby
Calleguas Creek	3	Arroyo Chub, Southwestern Pond Turtle
Malibu Creek	4	Southwestern Pond Turtle

If the pre-construction biological survey indicates that the facility or reach downstream of the facility has the potential for native aquatic habitat, BMPs for the protection of aquatic life must be implemented as part of the water diversion. BMPs for the protection and relocation of aquatic life are included in Section 5.6 of this document and additional recommendations or requirements may be provided by the qualified biologist as part of the survey.

If the biological survey indicates the potential presence of a threatened, endangered, or sensitive aquatic species, District requirements for the protection of listed species must be implemented as

required under the District's biological opinion and take permit for that species or other appropriate documentation.

3.3 GROUNDWATER DEWATERING

A high-water table is usually associated with a basin but may also occur within channels. Maintenance and repair activities requiring excavation below the water table require groundwater dewatering to maintain a dry work area. The RWQCB prohibits activities involving wet excavations (i.e., excavations below the seasonal high-water table) unless authorized by an NPDES or Waste Discharge Requirement.

To comply with the requirements established by the Los Angeles RWQCB for groundwater dewatering, the following applies to maintenance or repair activities requiring excavation.

- In non-coastal areas, groundwater tables fluctuate seasonally, and high groundwater may be avoided by scheduling maintenance and repair activities in the dry season.
- A minimum 5-foot buffer zone must be maintained above the existing activities, unless authorized by RWQCB.
- If groundwater dewatering is proposed or anticipated, the District will file a Report of Waste Discharge to the RWQCB and obtain any necessary NPDES permits/ Waste Discharge Requirements prior to discharging groundwater to a waterway.
- If groundwater is encountered without the benefit of appropriate permits, the District or District contractor will cease all activities in the areas where groundwater is present until the RWQCB is notified and the necessary NPDES permits/Waste Discharge Requirements are obtained.

4.0 WATER DIVERSION METHODS

4.1 WATER DIVERSION COMPONENTS

The purpose of water diversion is to prevent flowing or tidal waters from entering a work area. In general, the work area may be isolated by the impounding of flows behind a coffer dam or within an in-stream excavated basin. Flows from the coffer dam or excavated basin are routed around or through the work area by a bypass system. The bypass system may consist of a pipeline, excavated channel, lined flume, or a bermed portion of the existing channel. Because of the potential of the water diversion to impact water quality and potential aquatic life, appropriate BMPs must be incorporated into the design and operation of the water diversion. Water diversion design and planning must typically consider the following:

- Design and construction of cofferdam or excavated basin
- Design of bypass system
- Management of sediment
- Bypass outlet
- Water quality monitoring
- Protection of aquatic species and habitat
- Equipment and website use

4.2 COFFERDAMS

4.2.1 Types of Cofferdams

Temporary cofferdams are used to keep flowing or ponded water out of facility work areas. Cofferdams are used with bypass systems to divert water either around or through the work area. Cofferdams can be generally categorized as transverse or longitudinal, and with or without tidal conditions (Figure 2). BMPs for the design and construction of cofferdams are provided in Section 5 of this document.

Coffer dams may be constructed of sandbags or native earthen materials wrapped in visqueen, inflatable dams, compacted earth, brick and mortar, or k-rails. In earthen bottom channels, coffer dams may be constructed from materials excavated from the temporary low-flow channel. Inflatable dams (e.g., bladders) should only be used in channels/waterways that have a relatively flat substrate (i.e., concrete lined channels or similar). Pipes (with or without rubber donuts or sandbags) should not be placed beneath the bladder. In addition, sandbag cofferdams are ineffective at preventing water seepage unless plastic (e.g., visqueen) is placed underneath.

As described in Section 5.7.3, no wet concrete product shall encounter any flowing or standing water at any time to avoid pH water quality impacts. Areas where raw cement or grout are applied or where concrete curing or finishing operations are conducted to construct a cofferdam shall be separated from any ponded or diverted water flows until fully dried/cured. All equipment involved with the concrete or grouting operations shall be located within a contained area while using any slurry or concrete product.

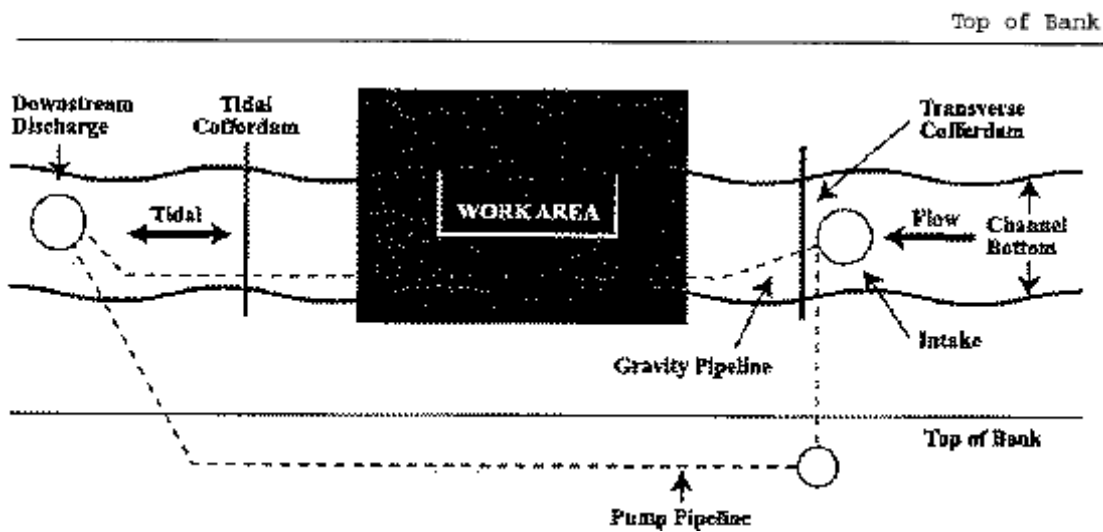
4.2.1.1 Transverse Cofferdam

Transverse cofferdams are used in channels or basins to span the entire cross-section of the facility upstream of the maintenance or repair activity. Water is impounded upstream of the cofferdam and a bypass system is used to route flows through or around the work area.

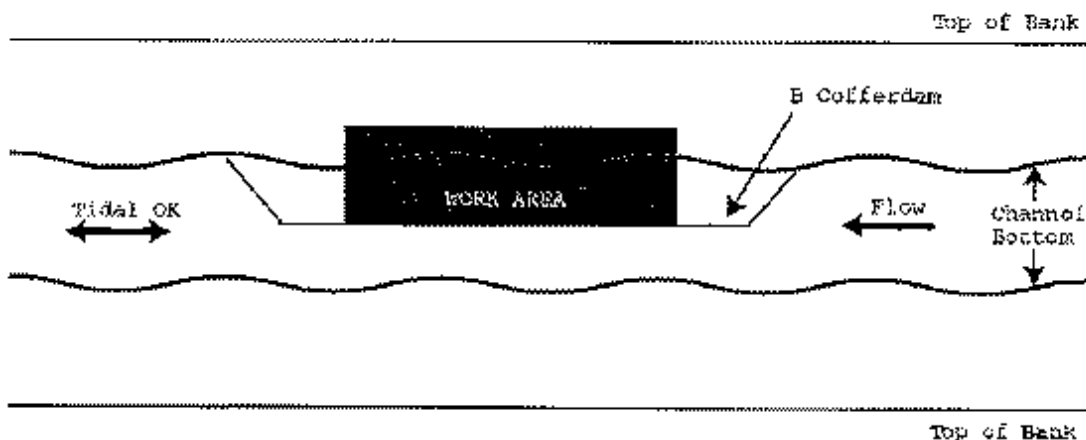
4.2.1.2 Longitudinal Cofferdam

A longitudinal cofferdam allows work to proceed in a portion of the channel while allowing natural flow to continue along the remaining part of the channel. Longitudinal cofferdams are typically constructed parallel to the channel or basin banks. Water quality monitoring is not required when the flow is simply moved to one side of the channel using a longitudinal cofferdam and bypass system as shown below.

**FIGURE 2
COFFERDAM AND BYPASS SYSTEMS
Plan View of Transverse Cofferdam and Bypass System**



Plan View of Longitudinal Cofferdam and Bypass System



4.2.1.3 Tidal Cofferdams

In channels that convey tidal flows or are tidally influenced, transverse or longitudinal cofferdams may be constructed. A transverse coffer dam in a tidally influenced channel may require a cofferdam both upstream and downstream of the work area. The downstream transverse cofferdam must be constructed at a height adequate to retain tidal flows and must be sturdy enough to withstand tidal surge. If a longitudinal cofferdam is constructed, the bypass channel must have adequate flow capacity to accommodate tides. Tidal cofferdams should be installed and removed at low tide.

4.3 BYPASS SYSTEMS

Bypass systems are used to divert water impounded by an upstream cofferdam around or through the work area. Bypass systems typically consist of pipelines, excavated low-flow channels or constructed channels or flumes. A berm constructed in the channel bottom may also be used to route low flows around the work area. Selection of a bypass system design depends on the type of facility and activity, cofferdam design, flow conditions, and presence of aquatic habitat.

Transverse and tidal cofferdams diversions typically incorporate a pipeline to convey water through the work area. The pipeline may operate by gravity flow or require water to be pumped. Low flow conditions or channel geometry in an earthen bottom channel may require the excavation of an upstream basin and standpipe to facilitate pumping (Figure 3).

**FIGURE 3
INTAKE CONFIGURATIONS**



Bypass systems for longitudinal cofferdams may consist of an open channel formed by the cofferdam or berm, an excavated low-flow channel adjacent to the work area, a constructed open flume, or a pipeline.

Outlet protection may be required as part of a bypass system to reduce the velocity and energy of concentrated flows by placing temporary devices or rock at pipe outlets. Outlet protection helps prevent scour in earthen bottom channels and prevents erosion and reduces turbidity.

5.0 WATER DIVERSION BEST MANAGEMENT PRACTICES

5.1 GENERAL WATER DIVERSION BMPS

5.1.1 Maintenance and Repair Planning

Prior to maintenance and/or repair activities, the District must determine if a water diversion is necessary and incorporate any water diversion into pre-project planning. Planning for water diversions during maintenance and repair activities should incorporate and identify the following:

- A pre-maintenance biological survey must be conducted by a qualified biologist for facilities with potential habitat for native aquatic species prior to initiation of the water diversion and any construction work (Section 3.2).
- Proposed cofferdam construction methods, materials, and installation, maintenance and removal requirements.
- Identification of erosion control BMPs, including methods, materials, and installation, maintenance and removal requirements.
- A map or drawing indicating the location of cofferdams, type and location of bypass system, anticipated water retention depth, cofferdam height, and location of downstream discharge point.
- Location of proposed upstream and downstream water quality monitoring sites.

5.1.2 Operation and Maintenance

- The water diversion and work area dewatering system must be in place and functional before in-channel work can begin.
- While the water diversion is in place, it must be operational 24 hours a day.
- Inspection and maintenance of the water diversion and associated erosion and sediment control BMPs should be conducted daily.
- Maintenance and/or repair activities shall not be conducted during a rainfall event.
- During cofferdam operation, all water from upstream shall always be allowed to pass downstream to maintain aquatic life below the water diversion.

5.1.3 Removal Post-Maintenance

- The cofferdam, bypass system, and erosion control will be removed when the work is completed. Removal normally proceeds downstream in an upstream direction.
- Remove temporary fill as appropriate, such as access ramps diversion structures or earthen cofferdams. Earthen material excavated from the channel bottom for the construction of temporary in-channel berms or channels may be left in place with recontouring to allow proper flows post project.
- Normal flows should be restored to the affected stream immediately upon completion of work.

5.2 COFFERDAMS**5.2.1 General Design Considerations for Cofferdams**

- Cofferdams will be designed with adequate height to retain dry weather flows and anticipated storm flows or be removed prior to storms.
 - Cofferdam height for non-tidally influenced channels should generally be higher than the normal high-water mark.
 - Cofferdam height is to be established by the District based on facility dimensions and conditions, existing flow conditions, time of year, and other pertinent factors.
- Cofferdam construction will be adequate to prevent seepage into or out of the work area.
- Cofferdams may be constructed from sandbags wrapped in visqueen, inflatable dams, compacted earth, brick and mortar, k-rails, or other appropriate material.
- Seepage shall be prevented to the extent feasible using plastic (e.g., visqueen) or sealants.
- Cofferdams constructed of earth or other erodible materials will be enclosed by erosion control measures, such as filter fabric, silt-fencing, or other appropriate materials.
- Materials used for the construction of earthen cofferdams will not incorporate contaminated sediments; i.e., concrete, pavement, trash, or debris.
- Longitudinal cofferdams in low-flow channels may be constructed from alluvium excavated from the channel and compacted on-site.

5.2.2 Inspection and Maintenance

- Inspect all system components twice a day.
- Check for water seepage under the dam and general integrity of the dam, repair as needed.
- Repair all leaks immediately.
- In concrete-lined facilities, the upstream water collection pool shall be cleaned and cleared of sediment and debris regularly to prevent water quality deterioration.
- Clean all debris, dust, loose materials from the work area daily.
- Place wattles, filter fabric, and silt fencing across the flow stream downstream of the work area to catch/filter water in case it is unintentionally discharged the work area:
- Clean water intake to prevent/correct clogging.

5.2.3 Removal

- Once project work is complete, reintroduce water into the channel in a manner that avoids turbidity.
- Remove imported construction materials.
- After removal of the cofferdam, dismantle the bypass system and restore disturbed area to pre-construction grades.
- Flows in an earthen bottom channel may be left within the temporary low-flow channel if re-introduction of the flows to the work area would result in excessive discharge of sediment downstream.

5.3 BYPASS SYSTEMS**5.3.1 General Considerations for Bypass Systems**

- Flows within the bypass will be maintained to the greatest extent feasible in order to maintain adequate water quality and quantity to support fish and other aquatic life.
- During the water diversion, the following upstream and downstream monitoring will be conducted:
 - pH, temperature, dissolved oxygen, turbidity, and total suspended solids (and/or other constituents as required by current permits) monitoring will be implemented.
 - Monitoring will generally be conducted daily during the first week of diversion activities, and then on a weekly basis, thereafter, until the in-stream work is complete.
 - Results of the analyses will be retained by the District and submitted to regulatory agencies as required.

5.3.2 Open Channel Bypass Systems

- An open channel bypass will be protected from erosion or spillage of material from channel and basin banks and slopes using readily available BMPs.
 - BMPs include the placement of filter fabric, silt fencing, straw bales, sandbags on cofferdam banks, channel banks, and slopes.
- An upstream silt catchment basin may be constructed so that silt or other deleterious materials are not allowed to pass into the open channel. The silt catchment basin should be monitored and cleaned/repared weekly.
- For facilities that support sensitive species or in perennial streams, an open bypass channel or flume may be required in conjunction with a longitudinal cofferdam.

5.3.3 Pipeline Bypass Systems

- Bypass systems with pipelines may be gravity flow or pumped as necessary.
- When using a gravity flow system, the pipeline must slope continuously downgrade and, therefore, may have to pass through or near the work area.
- Intakes and/or excavated basins may be required for gravity flow or pump-fed bypass systems (see Figure 3).
 - Turbulence around the intake and associated turbidity can be reduced by means of ponding water behind the cofferdam or in an excavated sump.
 - In earthen bottom channels or basins, the intake pipe end should be substantially above the bottom of the ponded water or excavated basin as shown in Figure 3 to avoid discharge of sediments.
 - For gravity systems, a standpipe arrangement is very effective (see Figure 3). An intake filter can also be used to screen out sediment but can be easily clogged.
 - All intakes systems with pumps must be fitted with screens.
- Outlet protection should be incorporated at the pipe outlet to prevent generation of turbidity erosion, and scour. Refer to Outlet Protection BMPs in this Section.
- As dry weather flows vary, the contractor may select the proper size pump in the field. A backup pump should be provided.
- Bypass pipes have the potential to heat the water and may require shading to prevent temperature increases in diverted water.

5.4 SEDIMENT CONTROL ACTIVITIES

- Work areas, channel banks, or stockpile areas adjacent to the water diversion area that could be subject to erosion during storm events will be stabilized with erosion control measures.
 - Appropriate erosion control materials include silt fencing, sandbags, filter fabric, coir rolls, or wattles.
 - In low flow channels, an upstream silt basin may be constructed so that silt or other deleterious materials settle out before passing through the water diversion area.
 - Erosion control methods used to prevent siltation should be monitored and cleaned/repaired weekly.
- Sediment may be discharged downstream as a result of returning flows to the original low-flow channel:
 - When returning flows, minimize the discharge of sediment by installing filter fabric, wattles, or silt fencing downstream of the work area.
 - Bypass flows should be introduced into the dewatered area at the lowest velocity possible to minimize potential erosion and turbidity.
- Water diversions are not typically used by the District during clean-outs of concrete-lined channels devoid of fish or aquatic life where flows are minimal (less than 2 inches deep) and channel widths are narrow (25 feet or less). In low-flow concrete-lined channels, the District uses small bulldozers or “bobcats” working upstream to downstream within the channel bottom to scrape sediment, trash, and debris into piles for collection. In-stream BMPs typically used by the District for this type of channel clean-out include primary and secondary placement of wattles (net-wrapped coir rolls/wattles) downstream of the work area across the channel width. In low-flow conditions, 6-inch diameter wattles are adequate to contain and filter flows within a concrete-lined channel. Proper placement and removal of the wattles prevents the discharge of sediment and debris downstream of the work area.

5.5 OUTLET PROTECTION

- Place effectively sized outlet protection underneath pipeline outlet of where diverted water is discharged into stream.
- Rock aprons are the most common type of outlet protection for high flows; however, erosion control fabric, wattles, or silt fencing may be installed at the outlet to provide additional velocity reduction.
- Energy dissipation or other protection may not be necessary if the discharge is to an existing hardened structure (culvert, riprap, or concrete), to deep water or a heavily vegetated area.
- When designing the outlet project, consider flow depth roughness, gradient, side slopes, discharge rate, and velocity.
- If the discharge is to a tidal area, it may be necessary to equip the discharge pipe with a flap gate to prevent tidal flows from backing up into the intake.

5.6 AQUATIC LIFE PROTECTION MEASURES

If the results of the pre-construction biological survey indicate that the facility has the potential for native aquatic life, protective measures shall be taken during water diversions to prevent entrapment and mortality of fish and amphibians. If the survey determines that the aquatic life present at the site is and will be only composed of invasive or exotic species, no further action to protect aquatic species during the water diversion is necessary.

The following are minimum measures to be undertaken to protect native aquatic life during the construction, operation, and removal of a water diversion. During construction of the water diversion and during removal, a qualified biologist will be onsite to oversee measures undertaken to prevent entrapment and mortality of native aquatic life. Recovery and replacement of aquatic life may be undertaken by personnel under the supervision of the qualified biologist. For listed and sensitive species, only a qualified biologist with the proper permits may conduct such activities.

5.6.1 Prior to Cofferdam Construction

- Prior to construction of cofferdams, the channel section shall be isolated at the upstream and downstream ends and aquatic organisms removed and relocated by a qualified biologist.
 - Block nets shall be secured upstream and downstream of the channel section fully spanning the cross section of flow.
 - Block nets shall be secured into the substrate in soft channel bottoms or weighted across the channel cross section in hard bottom channel.
 - A seine net shall be used within the isolated area to recover fish, macro-invertebrates, and amphibians under the direction of the biologist.
 - Recovered aquatic life may be placed and transported in water-filled buckets to be released downgradient of the work site.
 - A minimum of three full channel sweeps should be conducted to remove aquatic organisms prior to commencement of dewatering.
 - Alternatives to seine netting, such as electro-shock must be approved by CDFW/NMFS first and then implemented by the site biologist.
 - After initial seine netting and removal of aquatic life, cofferdams may be constructed within the area isolated by the block nets.

5.6.2 Protection of Aquatic Life During Bypass Operation

- Pump inlets and outlets shall be protected using an appropriate mesh screen:
 - Mesh size will be based on protection of smallest native fish or amphibian species as established by field survey.
 - Default mesh size is 5 mm.
- Bypass pipelines will be adequately sized to pass flows and maintain existing water flows downstream of the work area.

5.6.3 Dewatering of Work Area

- Seine nettings of organisms shall continue during dewatering of the dry work space under supervision of the qualified biologist.

- All block nets should be periodically checked for impingement of fish or other wildlife and cleaned of debris to avoid collapse.

5.6.4 Maintaining Flow Through Work Site

- For water diversions where an open flow channel is maintained or an alternative flow channel is excavated, measures shall be taken to ensure that adequate flows are maintained and that aquatic organisms are not trapped or stranded.
- Flow downstream of the work site shall be maintained during construction and operation of the cofferdams.
- A downstream coffer dam shall be constructed in tidal areas for downstream flow protection (water surges upstream of the work area have occurred unexpectedly at times; water may overtop the upstream coffer dam and enter the work area).

5.6.5 Re-establishing Flows Post-construction

- During flows into an existing channel from a temporary channel, the qualified biologist shall survey the de-watered temporary channel to ensure that aquatic organisms are not trapped or stranded.
 - Trapped or stranded organisms will be placed in water-filled buckets for transport and release into the existing flow channel.
 - Applicable to diversions in soft bottom channels: if aquatic life has established itself within a temporary channel during the time of construction, flows may be left within the temporary channel.

5.7 EQUIPMENT AND VEHICLE USE**5.7.1 Equipment Operation**

- Stationary equipment such as motors, pumps, generators, and welders located within or adjacent to the channel or basin will be positioned over adequately sized secondary containment.
- Access to the work site via existing roads and access ramps will be shown on the project plans. If no ramps are available in the immediate area, a temporary ramp may be constructed within the flagged work area. Any temporary ramp will be removed upon completion of the project.

5.7.2 Equipment Maintenance During Construction

- Any equipment or vehicles driven and/or operated within or adjacent to the channel or basin should be checked and maintained daily, to prevent leaks of materials that could be deleterious to aquatic life if introduced to water. All maintenance will occur in a designated offsite area. The designated area will include a drain pan or drop cloth and absorbent material to clean up spills.
- Fueling and equipment maintenance will be done in a designated area removed from the area of the channel or basin such that no petroleum products or other pollutants from the equipment may enter these areas via rainfall or runoff. The designated area will include a drain pan or drop cloth and absorbent materials to clean up spills.

5.7.3 Spill Prevention, Control, and Containment

- Prior to maintenance or repair activities, the District or Contractor will identify the methods, materials, and procedures for spill prevention, control, and containment. This information will be incorporated into the contract documents. Spill containment methods should address the types of materials and equipment to be used at the site. Materials for the containment of spills (i.e., absorbent materials, silt fencing, filter fabric, coir rolls) should be identified and be available onsite prior to commencement of maintenance and/or repair activities.
- Any accidental spill of hydrocarbons or coolant that may occur within the work area will be cleaned immediately. Absorbent materials will be maintained within the work area for this purpose.
- No wet concrete product will encounter any flowing or standing water at any time. Areas where raw cement or grout are applied or where concrete curing or finishing operations are conducted will be separated from any ponded or diverted water flows by a cofferdam or silt-free, exclusionary fencing. All equipment involved with the concrete or grouting operations will be located within a contained area while using any slurry or concrete product. The protective berm or other structure will be in place prior to maintenance and/or repair activities.
- Any spill of the grout, concrete curing, or wash water adjacent to or within the work area will be removed immediately.
- During concrete spill clean-up operations and until cessation of maintenance and/or repair activities, pH monitoring will be conducted daily upstream and downstream of the spill site. The results of post-spill pH monitoring will be submitted to the District and kept with the contract documents.
- If vacuum trucks are used to clean up a spill into ponded or diverted water, the vacuum hose should be placed in a 3-to-4 square foot area and protected on all sides by exclusionary fencing to prevent the migration of contaminants. The intake of the vacuum hose should be protected with 5 mm mesh screen to prevent uptake of aquatic life or as determined by regulatory permits.

6.0 REGULATORY SUMMARY

Many of the District's facility maintenance activities occur in watercourses or basins where such activities are regulated by state, federal, or local agencies. The District obtains both individual project permits as well as long-term permits to address routine maintenance and repair activities. This section of the Guidance describes the applicable regulatory authorities and permit requirements for the maintenance program.

6.1 FEDERAL AGENCIES

6.1.1 U.S. Army Corps of Engineers

Activities that result in the discharge of dredged or fill material in natural watercourses (such as bank stabilization and channel shaping) are regulated by the U.S. Army Corps of Engineers (USACE) under Section 404 of the Clean Water Act (CWA). Most of the District's maintenance and repair activities are permitted under Nationwide Permits (NWP) No. 3, No. 31, and No. 33. Alternatively, maintenance actions in this program may be authorized under a Regional General Permit or Individual Permits.

6.1.2 U.S. Fish and Wildlife Service and National Marine Fisheries Service (NMFS)

The requirements of the Endangered Species Act (ESA) apply to any project permitted under a CWA Section 404. An ESA Section 7 Incidental Take Permit is needed if action taken for a project would have the potential to adversely affect listed species or designated critical habitat, either directly or indirectly. Section 7 consultation process takes place concurrent with the Section 404 permit review process. Facilities that convey flows for sensitive species are identified in the Catalog of Facilities.

6.2 STATE AGENCIES

6.2.1 Regional Water Quality Control Board

The Regional Water Control Board (RWQCB) Los Angeles Region administers both the Section 401 Water Quality Certification Program and programs under Section 402 of the CWA, including the National Pollutant Discharge Elimination System (NPDES) in Ventura County.

6.2.1.1 Section 401 Water Quality Certification

The RWQCB requires a Section 401 Water Quality Certification for any activity undertaken under a Section 404 permit. Projects that require water diversions during maintenance and/or repair activities are required by the RWQCB to submit a separate Water Diversion Plan. This Update to the District's 2007 Water Diversion Guide incorporates measures in compliance with the current Section 401 certification requirements for water diversions undertaken by the District. .

6.2.1.2 Section 402


Section 402 of the Clean Water Act governs the NPDES which regulates point source discharges to waters of the United States. The RWQCB issues both NPDES permits for point source discharges to surface water and groundwater.

A maintenance or repair activity undertaken by the District may require the submittal of a Notice of Intent (NOI) for coverage under the California Construction General Stormwater Permit. This permit requires the preparation of a Stormwater Pollution Prevention Plan (SWPPP). If a water diversion is needed, the appropriate BMPs are incorporated into the SWPPP.

Waste Discharge Requirements (WDRs) can be required for water diversions, dewatering activities or any type of pumping and release of water. Short-term water diversions for District routine maintenance does not normally require WDRs unless there is a need for groundwater dewatering. Groundwater dewatering operations are not covered under this Guidance or the Maintenance Program EIR and will be permitted separately under the following general permit: *Order No.: R4-2018-0125 (Permit No. (CAG 994004), General National Pollutant Discharge Elimination System and Waste Discharge Requirements for Discharges of Groundwater from Construction and Project Dewatering to Surface Waters in Coastal Watersheds of Los Angeles and Ventura Counties, adopted by the State Board on September 13, 2018.*

6.2.2 California Department of Fish and Wildlife

The modification to the bed, bank, and/or vegetation in a natural drainage (and certain man-made drainages) is regulated by the California Department of Fish and Wildlife (CDFW) under Section 1600 of the Fish and Game Code. Such modifications require a Streambed Alteration Agreement. A Section 2081 review process for state listed threatened and endangered species will take place concurrent with the Streambed Alteration Agreement permit review process.




EMERGENCY CONSTRUCTION SERVICES TO PROVIDE SLOPE STABILITY FOR THE SESPE CREEK OVERFLOW RAILROAD
BRIDGE APPROACH ON THE SANTA PAULA BRANCH LINE



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ATTACHMENT 4: REFERENCES



EMERGENCY CONSTRUCTION SERVICES TO PROVIDE SLOPE STABILITY FOR THE SESPE CREEK OVERFLOW RAILROAD
BRIDGE APPROACH ON THE SANTA PAULA BRANCH LINE




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TABLE OF REFERENCES

[SCRRA STANDARD SPECIFICATIONS](#) (Hyperlink)

[SCRRA DESIGN CRITERIA MANUAL](#) (Hyperlink)

[SITE SPECIFIC WORK PLAN](#) (Hyperlink)



EMERGENCY CONSTRUCTION SERVICES TO PROVIDE SLOPE STABILITY FOR THE SESPE CREEK OVERFLOW RAILROAD
BRIDGE APPROACH ON THE SANTA PAULA BRANCH LINE



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ATTACHMENT 5: MATERIAL QUANTITIES

Approximate Material Quantities			
SPECIAL PROVISION NUMBER	ITEM/WORK DESCRIPTION	UNIT	QUANTITY
2-1	Diversion system	LS	1
3-1	Structure Backfill	CY	360.0
3-1	Class 2 Aggregate Base	CY	23.7
3-1	Class 1 Rip Rap (Rock Slope Protection), Method B Installation	CY	118.0
3-1	Class 8 Rock Slope Protection Fabric	SQYD	450.0
3-1	Class 8 Rip Rap (Rock Slope Protection), Method B Installation	CY	275.0
4-1	Remove and dispose timber ties and hardware	TF	250
4-1	Remove and dispose abutment precast concrete backwall panels and piles	LS	1
4-1	Remove and salvage jointed rail	TF	250
4-1	Salvage and Removal of Existing Cable Handrail	LS	1.0
5-1	Furnish and Deliver Pile (HP10x57 each) (Approximately 43ft barrier @ 2'3" pile spacing)	LF	767.9
5-1	Drive Steel Pile (HP10x57 each) (Approximately 43ft barrier @2'3" pile spacing)	LF	767.9
OPTION 1			
6-1	Option 1.A Procure and Install Emergency Rip Rap	CY	165.0



EMERGENCY CONSTRUCTION SERVICES TO PROVIDE SLOPE STABILITY FOR THE SESPE CREEK OVERFLOW RAILROAD
BRIDGE APPROACH ON THE SANTA PAULA BRANCH LINE



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**ATTACHMENT 6: DECLINING AMPHIBIAN POPULATIONS TASK FORCE
(DAPTF) DECONTAMINATION PROTOCOL**

The Declining Amphibian Populations Task Force Fieldwork Code of Practice

- A. Remove mud, snails, algae, and other debris from nets, traps, boots, vehicle tires, and all other surfaces. Rinse cleaned items with sterilized (e.g., boiled or treated) water before leaving each work site.
- B. Boots, nets, traps, and other types of equipment used in the aquatic environment should then be scrubbed with 70 percent ethanol solution and rinsed clean with sterilized water between study sites. Avoid cleaning equipment in the immediate vicinity of a pond, wetland, or riparian area.
- C. In remote locations, clean all equipment with 70 percent ethanol or a bleach solution, and rinse with sterile water upon return to the lab or "base camp" Elsewhere, when washing-machine facilities are available, remove nets from poles and wash in a protective mesh laundry bag with bleach on the "delicates" cycle.
- D. When working at sites with known or suspected disease problems, or when sampling populations of rare or isolated species, wear disposable gloves¹ and change them between handling each animal. Dedicate sets of nets, boots, traps, and other equipment to each site being visited. Clean them as directed above and store separately at the end of each field day.
- E. When amphibians are collected, ensure that animals from different sites are kept separately and take great care to avoid indirect contact (e.g., via handling, reuse of containers) between them or with other captive animals. Isolation from unsterilized plants or soils which have been taken from other sites is also essential. Always use disinfected and disposable husbandry equipment.
- F. Examine collected amphibians for the presence of diseases and parasites soon after capture. Prior to their release or the release of any progeny, amphibians should be quarantined for a period and thoroughly screened for the presence of any potential disease agents.
- G. Used cleaning materials and fluids should be disposed of safely and, if necessary, taken back to the lab for proper disposal. Used disposable gloves should be retained for safe disposal in sealed bags.

For further information on this Code, or on the Declining Amphibian Populations Task Force, contact John Wilkinson, Biology Department, The Open University, Walton Hall, Milton Keynes, MK7 6AA, UK. E-mail: DAPTF@open.ac.uk Fax: +44 (0) 1908-654167

¹ Latex gloves should not be used. They are toxic to amphibians. Use vinyl or nitrile disposable gloves instead.

Emergency Construction Services to Provide Slope Stability for the
Sespe Creek Overflow Railroad Bridge Approach on the Santa Paula Branch Line
Template Agreement



**AGREEMENT BETWEEN
VENTURA COUNTY TRANSPORTATION COMMISSION
AND**

[CONTRACTOR]

**FOR EMERGENCY CONSTRUCTION SERVICES
TO PROVIDE SLOPE STABILITY FOR THE SESPE CREEK
OVERFLOW RAILROAD BRIDGE APPROACH
ON THE SANTA PAULA BRANCH LINE**



ARTICLE I – GENERAL PROVISIONS

- A. This AGREEMENT is between the following named, hereinafter referred to as, CONTRACTOR and the Ventura County Transportation Commission, hereinafter referred to as, VCTC:

The name of the "CONTRACTOR" is as follows:

[CONTRACTOR NAME]

Incorporated in the State of [STATE]

The Project Manager for the CONTRACTOR will be: [PROJECT MANAGER NAME]

The Contract Administrator for VCTC will be: [VCTC CONTRACT ADMINISTRATOR NAME]

- B. The work to be performed under this AGREEMENT is described in Article III Statement of Work and the approved CONTRACTOR's Cost Proposal dated [DATE]. The approved CONTRACTOR's Cost Proposal is attached hereto (Attachment A) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this AGREEMENT, this AGREEMENT shall take precedence.

- C. CONTRACTOR To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend, protect and hold harmless VCTC, its Boards, Commissions, and their officials, employees and agents, and those of VCTC's partner agencies("Indemnified Parties"), from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, including attorneys' fees, court costs, expert and witness fees, and other costs and fees of litigation, arising or alleged to have arisen, in whole or in part, out of or in connection with (1) CONTRACTOR's breach or failure to comply with any of its obligations contained in the AGREEMENT, including any obligations arising from the CONTRACTOR's compliance with or failure to comply with applicable laws, including all applicable federal and state labor requirements including, without limitation, the requirements of California Labor Code section 1770 et seq., and/ or (2) negligent, reckless, or willful acts, errors, omissions or misrepresentations committed by CONTRACTOR, its officers, employees, agents, subcontractors, or anyone under CONTRACTOR's control, in the performance of work or services under the AGREEMENT (collectively "Claims" or individually "Claim").

- 1. In addition to CONTRACTOR's duty to indemnify, CONTRACTOR shall have a separate and wholly independent duty to defend Indemnified Parties at CONTRACTOR's expense by legal counsel approved by VCTC, from and against all Claims, and shall continue this defense until the Claims are resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of CONTRACTOR shall be required for the duty to defend to arise. VCTC shall notify CONTRACTOR of any Claim, shall tender the defense of the Claim to CONTRACTOR, and shall assist CONTRACTOR, as may be reasonably requested, in the defense.

- 2. If CONTRACTOR elects to use subcontractors, CONTRACTOR agrees to require its subcontractors to indemnify Indemnified Parties and to provide insurance coverage to the same extent as CONTRACTOR If the CONTRACTOR elects to use subcontractors, the

CONTRACTOR shall not allow any subcontractor to commence work until all insurance required of subcontractor is obtained.

3. The provisions of this Section shall survive the expiration, suspension, or termination of this Agreement
- D. CONTRACTOR in the performance of this AGREEMENT, shall act in an independent capacity. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto. CONTRACTOR's assigned personnel shall not be entitled to any benefits payable to employees of VCTC.
- E. VCTC is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of the AGREEMENT and is not required to issue W-2 Forms for income and employment tax purposes for any of CONTRACTOR's assigned personnel. CONTRACTOR, in the performance of its obligation hereunder, is only subject to the control or direction of the VCTC as to the designation of tasks to be performed and the results to be accomplished.
- F. Any third-party person(s) employed by CONTRACTOR shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. CONTRACTOR hereby agrees to indemnify and hold VCTC harmless from any and all claims that may be made against VCTC based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT, including any contentions by CONTRACTOR's employees related to eligibility for benefits under the Public Employee Retirement System ("PERS") pursuant to the relationship created under this Agreement.
- G. Except as expressly authorized herein, CONTRACTOR's obligations under this AGREEMENT are not assignable or transferable, and CONTRACTOR shall not subcontract any work, without the prior written approval of the VCTC. However, claims for money due or which become due to CONTRACTOR from VCTC under this AGREEMENT may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the VCTC.
- H. In accordance with CONTRACTOR's obligations outlined in Section C above, CONTRACTOR shall be as fully responsible to the VCTC for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by CONTRACTOR.
- I. No alteration or variation of the terms of this AGREEMENT shall be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- J. The consideration to be paid to CONTRACTOR as provided herein, shall be in compensation for all of CONTRACTOR's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II – CONTRACTOR'S REPORTS OR MEETINGS

- A. CONTRACTOR shall submit progress reports at least once a month. The report should be sufficiently detailed for the VCTC's Contract Administrator to determine, if CONTRACTOR is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

- B. CONTRACTOR's Project Manager shall meet with VCTC's Contract Administrator, as needed, to discuss progress on the AGREEMENT.

ARTICLE III – STATEMENT OF WORK

A. Contractor Services

The purpose of this AGREEMENT is to provide emergency construction services for the Sespe Creek Overflow Railroad Bridge Embankment Stabilization & Approach Repair Project, hereinafter referred to as "Project", located in Ventura County, California. The scope of work shall include emergency construction services as specified in the Project plans and specifications. The scope of work shall also include coordination with the Railroad Operator, Sierra Northern Railway.

B. VCTC Obligations

All data applicable to the Project and in possession of VCTC, another agency, or government agency that are to be made available to CONTRACTOR are referred to in the AGREEMENT. Any other assistance or services to be furnished to CONTRACTOR are to be stated clearly.

C. Conferences, Site Visits, Inspection of Work

This AGREEMENT provides for conferences as needed, visits to the site, and inspection of the work by representatives of the VCTC, State, and/or FEMA. Costs incurred by CONTRACTOR for meetings, subsequent to the initial meeting are included in the fee.

D. Checking Shop Drawings

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

E. CONTRACTOR Services During Construction

CONTRACTOR's services may be requested during the course of construction as material testing, construction surveys, etc., are completed. Payment for these services will be on a time and material basis based on the rates specified under this AGREEMENT.

F. Documentation and Schedules

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

G. Deliverables and Number of Copies

The CONTRACTOR shall furnish three (3) hard copies and one (1) electronic copy of deliverables, including reports, brochures, sets of plans, specifications, and maps.

ARTICLE IV – PERFORMANCE PERIOD

- A. This AGREEMENT shall be effective as of [DATE], 2024, and CONTRACTOR shall commence work after Notice-to-Proceed (NTP) by VCTC'S Contract Administrator. The AGREEMENT shall terminate on [DATE], 2024, unless extended by AGREEMENT amendment. As this is an emergency repair project, time is of the essence and CONTRACTOR shall use best efforts to complete the work during the foregoing time period, including dedicating sufficient resources and personnel to meet the timeline.
- B. CONTRACTOR is advised that any recommendation for AGREEMENT award is not binding on VCTC until the AGREEMENT is fully executed and approved by VCTC.

ARTICLE V – ALLOWABLE COSTS AND PAYMENTS

- A. The method of payment for this AGREEMENT will be based on lump sum. The total lump sum price paid to CONTRACTOR will include compensation for all work and deliverables, including travel and equipment described in Article III Statement of Work. No additional compensation will be paid to CONTRACTOR, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between CONTRACTOR and VCTC. Adjustment in the total lump sum compensation will not be effective until authorized by AGREEMENT amendment and approved by VCTC.

Progress payments may be made monthly in arrears based on the percentage of work completed by CONTRACTOR. The Contractor will submit applications for progress payments on forms acceptable to VCTC for approval to match the Schedule of Values. For Schedule of Values, refer to the Scope of Work Attachment 4, Standard Specification 01 29 73 Schedule of Values.

- B. If CONTRACTOR fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, VCTC shall have the right to delay payment or terminate this AGREEMENT in accordance with the provisions of Article VI Termination.
- C. CONTRACTOR shall not commence performance of work or services until this AGREEMENT has been approved by VCTC and notification to proceed has been issued by VCTC'S Contract Administrator. No payment will be made prior to approval of any work, or for any work performed prior to approval of this AGREEMENT.
- D. CONTRACTOR will be reimbursed within thirty (30) days upon receipt by VCTC'S Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONTRACTOR is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due VCTC that include any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice must be submitted within sixty (60) calendar days after completion of CONTRACTOR'S work unless a later date is approved by the VCTC. Invoices shall be mailed to VCTC's Contract Administrator at the following address:

Ventura County Transportation Commission
Attn: Amanda Fagan
751 E. Daily Dr., Suite 420
Camarillo, CA 93010

Progress Payments shall also be submitted electronically to:
Attn: Amanda Fagan
afagan@goventura.org

- E. The total amount payable by VCTC shall not exceed \$[AMOUNT].

ARTICLE VI – PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence:

- A. Permits issued by jurisdictional regulatory agencies
- B. Change Orders and Supplemental Agreements; whichever occurs last
- C. Contract/Agreement
- D. Addenda
- E. Bid/Proposal
- F. Special Provisions
- G. Exhibits
- H. SCRRA Design Criteria Manual

- I. Standard Specifications
- J. Reference Specifications Detail Drawings shall take precedence over General Drawings

ARTICLE VII – OPTIONS

- A. Options will be exercised at VCTC's sole discretion. Unless otherwise required by the AGREEMENT, the Contractor must comply with the request to exercise the option.

ARTICLE VIII – TERMINATION

- A. This AGREEMENT may be terminated by VCTC for convenience or for cause upon CONTRACTOR's breach of a material provision of this Agreement, provided that VCTC gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate.
- B. If VCTC provides notice of intent to terminate this AGREEMENT for cause upon CONTRACTOR's breach of a material provision of this Agreement, the notice shall specify the nature of the breach and provide CONTRACTOR with an opportunity to cure. If CONTRACTOR fails to cure the breach and/or fails to reasonably commence a satisfactory cure, in VCTC's sole discretion, prior to the end of the 30-day notice period, then VCTC may immediately terminate the AGREEMENT upon the date specified in the notice.
- C. Upon termination, VCTC shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.
- D. VCTC may temporarily suspend this AGREEMENT, at no additional cost to VCTC, provided that CONTRACTOR is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If VCTC gives such notice of temporary suspension, CONTRACTOR shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination.
- E. Notwithstanding any provisions of this AGREEMENT, CONTRACTOR shall not be relieved of liability to VCTC for damages sustained by VCTC by virtue of any breach of this AGREEMENT by CONTRACTOR, and VCTC may withhold any payments due to CONTRACTOR until such time as the exact amount of damages, if any, due VCTC from CONTRACTOR is determined. In the event of a breach, VCTC may take over the Work and prosecute the same to completion by VCTC or otherwise, and the CONTRACTOR shall be liable to VCTC for reasonable costs incurred by VCTC in making necessary arrangements for completion of the work by others. The rights and remedies of VCTC provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under this AGREEMENT. VCTC shall have the right to set-off any such amounts it incurs in order to complete the Work or otherwise related to the termination of CONTRACTOR against any payments owed to CONTRACTOR for that portion of the Work which has been completed and accepted by VCTC.
- F. In the event of termination, CONTRACTOR shall be compensated for work satisfactorily completed consistent with this AGREEMENT. Upon termination, VCTC shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

ARTICLE IX – COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. The CONTRACTOR agrees that 48 CFR 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.
- B. The CONTRACTOR also agrees to comply with Federal procedures in accordance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

- C. Any costs for which payment has been made to the CONTRACTOR that are determined by subsequent audit to be unallowable under 48 CFR 31 or 2 CFR 200 are subject to repayment by the CONTRACTOR to VCTC.
- D. When a CONTRACTOR or Subcontractor is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

ARTICLE X – RETENTION OF RECORD/AUDITS

For the purpose of determining compliance with Gov. Code § 8546.7, the CONTRACTOR, Subcontractors, and VCTC shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONTRACTOR's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT and records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition. VCTC, Caltrans Auditor, FEMA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONTRACTOR, Subcontractors, and the CONTRACTOR's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation. CONTRACTOR agrees to permit any of the above listed parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

ARTICLE XI – AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by VCTC'S Chief Financial Officer.
- B. Not later than thirty (30) calendar days after issuance of the final audit report, CONTRACTOR may request a review by VCTC'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by VCTC will excuse CONTRACTOR from full and timely performance, in accordance with the terms of this AGREEMENT.
- D. CONTRACTOR and subcontractor AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONTRACTOR's responsibility to ensure federal, VCTC, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONTRACTOR and approved by VCTC Contract Administrator to conform to the audit or review recommendations. CONTRACTOR agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by VCTC at its sole discretion. Refusal by CONTRACTOR to incorporate audit or review recommendations, or to ensure that the federal, VCTC or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
- E. CONTRACTOR's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONTRACTOR and approved by the VCTC Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the

audit report. Refusal by the CONTRACTOR to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

- a. During IOAI's review of the ICR audit work papers created by the CONTRACTOR's independent CPA, IOAI will work with the CPA and/or CONTRACTOR toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, VCTC will reimburse the CONTRACTOR at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines} is received and approved by IOAI.

Accepted rates will be as follows:

- i. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
 - ii. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
 - iii. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
- b. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONTRACTOR to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONTRACTOR's and/or the independent CPA's revisions.
 - c. If the CONTRACTOR fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.
 - d. CONTRACTOR may submit to VCTC final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of VCTC; and, (3) IOAI has issued its final ICR review letter. The CONTRACTOR MUST SUBMIT ITS FINAL INVOICE TO VCTC no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between VCTC and the CONTRACTOR, either as a prime or subcontractor, with the same fiscal period ICR.

ARTICLE XII – SUBCONTRACTING

- A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the VCTC and any Subcontractors, and no subagreement shall relieve the CONTRACTOR of its responsibilities and obligations hereunder. The CONTRACTOR agrees to be as fully responsible to the VCTC for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONTRACTOR. The CONTRACTOR's obligation to pay its Subcontractors is an independent obligation from the VCTC's obligation to make payments to the CONTRACTOR.

- B. The CONTRACTOR shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the VCTC Contract Administrator, except that which is expressly identified in the CONTRACTOR's approved Cost Proposal.
- C. Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subcontractors unless otherwise noted.
- D. CONTRACTOR shall pay its Subcontractors within Fifteen (15) calendar days from receipt of each payment made to the CONTRACTOR by the VCTC.
- E. Any substitution of Subcontractors must be approved in writing by the VCTC Contract Administrator in advance of assigning work to a substitute Subcontractor.

F. Prompt Progress Payment

CONTRACTOR or Subcontractor shall pay to any Subcontractor, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONTRACTOR on account of the work performed by the Subcontractors, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONTRACTOR or Subcontractor to a Subcontractor, CONTRACTOR or Subcontractor may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the Subcontractor, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to the prevailing party's attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subcontractors.

G. Prompt Payment of Withheld Funds to Subcontractors

VCTC may hold retainage from CONTRACTOR and shall make prompt and regular incremental acceptances of portions, as determined by the VCTC, of the contract work, and pay retainage to CONTRACTOR based on these acceptances. No retainage will be held by the VCTC from progress payments due to CONTRACTOR. CONTRACTORS and Subcontractors are prohibited from holding retainage from Subcontractors. Any delay or postponement of payment may take place only for good cause and with the VCTC's prior written approval. Any violation of these provisions shall subject the violating CONTRACTOR or Subcontractor to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONTRACTOR or Subcontractor in the event of a dispute involving late payment or nonpayment by CONTRACTOR, deficient Subcontractor performance and/or noncompliance by a Subcontractor. This clause applies to both DBE and non-DBE Subcontractors.

- H. Any violation of these provisions shall subject the violating CONTRACTOR or Subcontractor to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to CONTRACTOR or subcontractor in the event of a dispute involving late payment or nonpayment by CONTRACTOR, deficient subcontract performance, or noncompliance by a subcontractor.

ARTICLE XIII – EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

- A. For purchase of any item, service, or consulting work not covered in CONTRACTOR's approved Cost

Proposal and exceeding five thousand dollars (\$5,000), with prior authorization by VCTC's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.

- B. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:
 - a. CONTRACTOR shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, VCTC shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONTRACTOR may either keep the equipment and credit VCTC in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established VCTC procedures; and credit VCTC in an amount equal to the sales price. If CONTRACTOR elects to keep the equipment, fair market value shall be determined at CONTRACTOR's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by VCTC and CONTRACTOR, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by VCTC.
 - b. Regulation 2 CFR 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars (\$5,000) is credited to the project.

ARTICLE XIV – STATE PREVAILING WAGE RATES/DAVIS BACON

- A. No CONTRACTOR or Subcontractor may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.
- B. The CONTRACTOR shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional / District Labor Compliance Officer (<https://dot.ca.gov/programs/construction/labor-compliance>). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at VCTC construction sites, at VCTC facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve VCTC projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.
- C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at <http://www.dir.ca.gov>.
- D. Payroll Records
 - a. Each CONTRACTOR and Subcontractor shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONTRACTOR or Subcontractor in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

- i. The information contained in the payroll record is true and correct.
 - ii. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
 - b. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONTRACTOR under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by VCTC representatives at all reasonable hours at the principal office of the CONTRACTOR. The CONTRACTOR shall provide copies of certified payrolls or permit inspection of its records as follows:
 - i. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
 - ii. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of VCTC, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to VCTC, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONTRACTOR.
 - iii. The public shall not be given access to certified payroll records by the CONTRACTOR. The CONTRACTOR is required to forward any requests for certified payrolls to the VCTC Contract Administrator by both email and regular mail on the business day following receipt of the request.
 - c. Each CONTRACTOR shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
 - d. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by VCTC shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONTRACTOR or Subcontractor performing the work shall not be marked or obliterated.
 - e. The CONTRACTOR shall inform VCTC of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
 - f. The CONTRACTOR or Subcontractor shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONTRACTOR or Subcontractor fails to comply within the ten (10) day period, he or she shall, as a penalty to VCTC, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by VCTC from payments then due. CONTRACTOR is not subject to a penalty assessment pursuant to this section due to the failure of a Subcontractor to comply with this section.
- E. When prevailing wage rates apply, the CONTRACTOR is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the VCTC Contract Administrator.
- F. Penalty
 - a. The CONTRACTOR and any of its Subcontractors shall comply with Labor Code §1774 and

§1775. Pursuant to Labor Code §1775, the CONTRACTOR and any Subcontractor shall forfeit to the VCTC a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONTRACTOR or by its Subcontractor in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.

- b. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONTRACTOR or Subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the CONTRACTOR or Subcontractor in meeting their respective prevailing wage obligations, or the willful failure by the CONTRACTOR or Subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONTRACTOR or Subcontractor had knowledge of the obligations under the Labor Code. The CONTRACTOR is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.
- c. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONTRACTOR or Subcontractor.
- d. If a worker employed by a Subcontractor on a public works project is not paid the general prevailing per diem wages by the Subcontractor, the prime CONTRACTOR of the project is not liable for the penalties described above unless the prime CONTRACTOR had knowledge of that failure of the Subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime CONTRACTOR fails to comply with all of the following requirements:
 - i. The AGREEMENT executed between the CONTRACTOR and the Subcontractor for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
 - ii. The CONTRACTOR shall monitor the payment of the specified general prevailing rate of per diem wages by the Subcontractor to the employees by periodic review of the certified payroll records of the Subcontractor.
 - iii. Upon becoming aware of the Subcontractor's failure to pay the specified prevailing rate of wages to the Subcontractor's workers, the CONTRACTOR shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subcontractor for work performed on the public works project.
 - iv. Prior to making final payment to the Subcontractor for work performed on the public works project, the CONTRACTOR shall obtain an affidavit signed under penalty of perjury from the Subcontractor that the Subcontractor had paid the specified general prevailing rate of per diem wages to the Subcontractor's employees on the public works project and any amounts due pursuant to Labor Code §1813.

Pursuant to Labor Code §1775, VCTC shall notify the CONTRACTOR on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subcontractor has failed to pay workers the general prevailing rate of per diem wages.

If VCTC determines that employees of a Subcontractor were not paid the general prevailing rate of per diem wages and if VCTC did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONTRACTOR shall withhold an amount of moneys due the Subcontractor sufficient to pay those employees the general

prevailing rate of per diem wages if requested by VCTC.

To the extent applicable, CONTRACTOR must ensure compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, CONTRACTOR shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, CONTRACTOR shall pay wages not less than once a week.

ARTICLE XV – EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, CONTRACTOR agrees as follows:

- A. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, ancestry, religion, creed, age, disability, sex, gender, sexual orientation, gender identity, gender expression, medical condition, genetic information, marital status, military status, veteran status, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their status under the aforementioned categories. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, ancestry, religion, creed, age, disability, sex, gender, sexual orientation, gender identity, gender expression, medical condition, genetic information, marital status, military status, veteran status, or national origin.
- C. CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with CONTRACTOR's legal duty to furnish information.
- D. CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of CONTRACTOR's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- G. In the event of CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- H. CONTRACTOR will include the portion of the sentence immediately preceding paragraph and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

VCTC will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally or state assisted construction work: Provided, that if the applicant so participating is a State, Territorial, or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

VCTC will assist and cooperate actively with the administering federal agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

VCTC agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, VCTC agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

ARTICLE XVI – CONTRACT WORK HOURS AND SAFETY STANDARDS ACT COMPLIANCE

- A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the CONTRACTOR and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages.

Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

- C. Withholding for unpaid wages and liquidated damages. VCTC shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- D. Subcontracts. CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.
- E. Safety. The requirements of 40 U.S.C. 3704 are applicable to the work under this Agreement. These requirements provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. CONTRACTOR shall ensure that the work is completed under sanitary and safe conditions.

ARTICLE XVII – CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

- A. Clean Air Act. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- a. CONTRACTOR agrees to report each violation to the VCTC and understands and agrees that VCTC will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
 - b. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
- B. Federal Water Pollution Control Act. CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- a. CONTRACTOR agrees to report each violation to the VCTC and understands and agrees that VCTC will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
 - b. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

ARTICLE XVIII – DEBARMENT AND SUSPENSION

Emergency Construction Services to Provide Slope Stability for the Sespe Creek Overflow Railroad Bridge Approach on the Santa Paula Branch Line Template Agreement

- A. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to and hereby does verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B. CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C. CONTRACTOR’s certification pursuant to this section is a material representation of fact relied upon by VCTC. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to VCTC, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. CONTRACTOR certifies that CONTRACTOR has complied with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while its bid offer was valid and shall comply throughout the period of this Agreement. CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

ARTICLE XIX – ANTI-LOBBYING AMENDMENT/ANTI-KICKBACK

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

CONTRACTOR shall comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). Pursuant to the Act, CONTRACTOR is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

ARTICLE XX – PROCUREMENT OF RECOVERED MATERIALS/DOMESTIC PREFERENCES FOR PROCUREMENTS

- A. In the performance of this Agreement, CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
- B. Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- C. CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

- D. In the performance of this Agreement, as appropriate and to the extent consistent with law, the non-CONTRACTOR shall, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this Agreement.

ARTICLE XXI – ACCESS TO RECORDS

The following access to records requirements apply to this Agreement:

- A. CONTRACTOR agrees to provide VCTC, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of CONTRACTOR which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. CONTRACTOR agrees to provide the FEMA Administrator or authorized representative[s] access to construction or other work sites pertaining to the work being completed under the Agreement.
- D. In compliance with the Disaster Recovery Act of 2018, VCTC and CONTRACTOR acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

ARTICLE XXII – DHS SEAL, LOGO, AND FLAGS

CONTRACTOR shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

ARTICLE XXIII – COMPLIANCE WITH FEDERAL LAW, REGULATION, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the Agreement. CONTRACTOR will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives as currently applicable and as may be amended from time to time whether or not specifically referenced herein.

ARTICLE XXIV – NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the VCTC, CONTRACTOR, or any other party pertaining to any matter resulting from the Agreement.

ARTICLE XXV – PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this Agreement.

ARTICLE XXVI – BONDING

CONTRACTOR shall obtain a performance bond from an admitted California surety for 100 percent of the contract price to secure fulfillment of all the Contractor's requirements under this Agreement.

CONTRACTOR shall obtain a payment bond from an admitted California surety for 100 percent of the contract price to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in this Agreement.

The surety for such securities shall be currently admitted to transact surety insurance by the California Department of Insurance and shall carry a Best's rating of no less than A+.

If VCTC issues NTP prior to the Contractor obtaining the required bonds, no payments will be made to the Contractor until VCTC has received the required bonds.

ARTICLE XXVII – INSURANCE

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

- A. Workers' Compensation. CONTRACTOR shall, at its sole cost and expense, maintain Workers' Compensation insurance as required by the State of California with Statutory Limits and Employer's Liability insurance with no less than \$1,000,000 per accident for bodily injury or disease. In the alternative, CONTRACTOR may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator, as defined in Section 10.9. The insurer, if insurance is provided, or the CONTRACTOR, if a program of self-insurance is provided, shall waive all rights of subrogation against VCTC and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.
- B. Commercial General and Automobile Liability Insurance.
 - a. Commercial General Liability (CGL). Insurance Services Office Form CG 0001 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. No endorsement shall be attached limiting the coverage. Said policy shall include a Railroads CG 24 17 endorsement removing the exclusion of coverage, if applicable, for bodily injury or property damage arising out of operations within 50 feet of any railroad property and affecting any railroad bridge, trestle, tracks, roadbeds, tunnel, underpass or crossing.
 - b. Automobile Liability. Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition). Said policy shall include a Railroads CG 24 17 endorsement removing the exclusion of coverage, if applicable, for bodily injury or property damage arising out of operations within 50 feet of any railroad property and affecting any railroad bridge, trestle, tracks, roadbeds, tunnel, underpass or crossing.

- c. Umbrella/Excess Policy. The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.
 - d. Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:
 - i. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
 - ii. Any failure of CONTRACTOR to comply with reporting provisions of the policy shall not affect coverage provided to VCTC and its officers, employees, agents, and volunteers.
- C. All Policies Requirements
- a. Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.
 - b. Verification of coverage. Prior to beginning any work under this Agreement, CONTRACTOR shall furnish VCTC with complete copies of all policies delivered to CONTRACTOR by the insurer, including complete copies of all endorsements attached to those policies. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If VCTC does not receive the required insurance documents prior to the CONTRACTOR beginning work, this shall not waive the CONTRACTOR's obligation to provide them. VCTC reserves the right to require complete copies of all required insurance policies at any time.
 - c. Notice of Cancellation of Coverage. A certified endorsement shall be attached to all Commercial General Liability and Automobile Liability insurance obtained pursuant to this Agreement stating that coverage shall not be suspended, voided, canceled by either party, except after thirty (30) days' prior written notice by mail has been given to VCTC. In the event that any coverage required by this section is cancelled, CONTRACTOR shall provide written notice to VCTC at CONTRACTOR's earliest possible opportunity and in no case later than ten (10) working days after CONTRACTOR is notified of the change in coverage.
 - d. Additional insured; primary insurance. VCTC and its officers, employees, agents, and volunteers, and those of VCTC's partner agencies that utilize the subject data, and Sierra Northern Railway and its officers, employees, agents, and volunteers, shall be covered on the General Liability and Automobile Liability policies as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of CONTRACTOR, including VCTC's general supervision of CONTRACTOR; products and completed operations of CONTRACTOR, as applicable; premises owned, occupied, or used by CONTRACTOR; and automobiles owned, leased, or used by the CONTRACTOR in the course of providing services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to VCTC or its officers, employees, agents, or volunteers.

A certified endorsement must be attached to all policies stating that coverage is primary insurance with respect to VCTC and its officers, officials, employees and volunteers, and

that no insurance or self-insurance maintained by VCTC shall be called upon to contribute to a loss under the coverage.

- e. Policy limits. In the event that CONTRACTOR maintains higher insurance coverage limits than those required by this Agreement, VCTC shall be entitled to those higher coverage limits.

- D. Deductibles and Self-Insured Retentions. CONTRACTOR shall disclose to and obtain the approval of VCTC for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. Further, if the CONTRACTOR's insurance policy includes a self-insured retention that must be paid by a named insured as a precondition of the insurer's liability, or which has the effect of providing that payments of the self-insured retention by others, including additional insureds or insurers do not serve to satisfy the self-insured retention, such provisions must be modified by special endorsement so as to not apply to the additional insured coverage required by this agreement so as to not prevent any of the parties to this agreement from satisfying or paying the self-insured retention required to be paid as a precondition to the insurer's liability. Additionally, the certificates of insurance must note whether the policy does or does not include any self-insured retention and also must disclose the deductible.

During the period covered by this Agreement, only upon the prior express written authorization of Contract Administrator, CONTRACTOR may increase such deductibles or self-insured retentions with respect to VCTC, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that CONTRACTOR procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

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

- F. Variation. VCTC may approve a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that VCTC's interests are otherwise fully protected.

- G. Remedies. In addition to any other remedies VCTC may have if CONTRACTOR fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, VCTC may, at its sole option exercise any of the following remedies, which are alternatives to other remedies VCTC may have and are not the exclusive remedy for CONTRACTOR's breach:

Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;

Order CONTRACTOR to stop work under this Agreement or withhold any payment that becomes due to CONTRACTOR hereunder, or both stop work and withhold any payment, until CONTRACTOR demonstrates compliance with the requirements hereof; and/or terminate this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

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

VENTURA COUNTY TRANSPORTATION COMISSION

By: _____

Date: _____

Martin R. Erickson

Executive Director

APPROVED AS TO FORM: VCTC

By: _____

Date: _____

Steven T. Mattas, General Counsel

[CONTRACTOR]

By: _____

Date: _____

[CONTRACTOR SIGNATOR NAME AND TITLE]

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, [CONTRACTOR NAME], certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

**Non-Collusion Declaration to be
Executed by Bidder and Submitted with Bid**

To the Ventura County Transportation Commission
The undersigned declares:

I am the _____ of _____, the party making the foregoing bid. In accordance with Title 23 United States Code Section 112 and Public Contract Code Section, 7106 the bidder declares that the bid is not made in the interest of, or on the behalf of, any undisclosed person, partnership, company, association, organization or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, or that anyone shall refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract. All statements contained in the bid are true. The bidder has not, directly, or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ (date), at _____ (city), _____ (state).

Name of Bidder: _____

Signature: _____

Date: _____

Sespe Creek Emergency Repairs Invitation for Bids Questions Received by 8/23/24 at 4:00 PM
 Ventura County Transportation Commission

	Question	Answer:
1	Will there be additional bid docs posted for this project?	An additional bid document in Excel format, titled "Sespe Overflow Bid List Template" was posted online 8/22/2024.
2	In particular will Geotechnical Report or Log of Borings be issued?	Geotechnical report titled "Sespe Creek Overflow Railroad Bridge Geotechnical Report (2023)" was posted online 8/22/2024.
3	The Quote forms that were provided do not have a Pricing Sheet with Bid Items? I looked in all the other attachments and do not see it. Can you let me know where to find it?	See answer to No. 1.
4	Can you provide the cross-section for the H-Pile Wall Profile with the elevations and Pile Lengths?	Refer to Scope of Work Attachment 1: Special Provisions Section 5 Pile Driving (Addendum 1).
5	I looked through the files included with this invitation to bid, but I cannot seem to find the 6 sheets of plans or the schedule of work to use for quote pricing.	Please refer to the Scope of Work for quote pricing.
6	I also see that there is a non-collusion affidavit requires, is there a specific form for that?	The Non-Collusion Affidavit is posted on the VCTC Website https://www.goventura.org/work-with-vctc/contracts/
7	Could you please provide me with the Engineers Estimate for this project. Bonding companies ask for this information prior to issuing a bid bond.	See answer to No. 1.
8	Does a Geotechnical Report or Log of Borings exist for this project.	See answer to No. 2.