

CITY OF CAMARILLO PUBLIC WORKS CONTRACT (Informal Bid Work)

This contract (“**Contract**”) is effective as of November 13, 2024, and is between the CITY OF CAMARILLO, a California general law city and municipal corporation (“**City**”), and Econolite Systems, Inc. a California corporation (“**Contractor**”), collectively referred to as the “Parties.”

Section 1. Recitals. This Contract is entered into with respect to the following facts:

- 1.1 City received a proposal for the work involved in Project No. TM-2024-4 Citywide Opticom Installation Project (“**Project**”), which is more fully described in the Contract Documents defined below.
- 1.2 Contractor represents it is qualified to perform all of the work required to complete the Project.
- 1.3 Contractor agrees to perform all such work in the time and manner set forth in the Contract Documents.

Section 2. Contract Documents. This Contract consists of the following documents (“Contract Documents”), all of which are made a part of this Contract:

- 2.1 Proposal, as accepted, including the List of Subcontractors (if any)
- 2.2 Notice to Proceed
- 2.3 This Contract
- 2.4 Verification of California Contractor’s License
- 2.5 Certificate of DIR Contractor Registration
- 2.6 Certificate Regarding Workers’ Compensation
- 2.7 Security for payment (labor and materials)
- 2.8 Security for performance
- 2.9 Certificate(s) of Insurance
- 2.10 Prevailing Wage Scales
- 2.11 Other documents (list here)

Exhibit A – Special Provisions and Scope of Work

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Exhibit B - Compensation

Exhibit C – Insurance

Section 3. The Work.

- 3.1 The work (“**Work**”) to be performed by Contractor is described in the Contract Documents set forth in Exhibit A (“Scope of Work”), which is made a part of this Contract.
- 3.2 In completing the Work, Contractor must employ, at a minimum, the applicable generally accepted professional standards of its industry in existence at the time of performance as utilized by persons engaging in similar work.
- 3.3 Except as specifically provided in the Contract Documents, Contractor must furnish, at its sole expense, all of the labor, materials, tools, equipment, services and transportation necessary to perform all of the Work.
- 3.4 Contractor must perform all of the Work in strict accordance with the Contract Documents.

Section 4. Time to Perform the Work.

- 4.1 Time is of the essence with respect to Contractor’s Work. Contractor agrees to diligently pursue performance of the Work within the time specified by the Contract Documents.
- 4.2 Contractor will be excused from any delay in performance or failure to perform due to causes beyond the control of Contractor. Such causes include, but are not limited to, acts of God, acts of terrorism, acts of federal, state or local governments, acts of City, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather.
- 4.3 If Contractor is delayed by any cause beyond Contractor’s control, City may, but is not required to, grant a time extension for the completion of the Work. If delay occurs, Contractor must notify City in writing within 48 hours of the cause and the extent of the delay and how such delay interferes with Contractor’s performance of the Work.

Section 5. Compensation and Payment.

- 5.1 Subject to any limitations provided in the Contract Documents, City agrees to pay Contractor as full consideration for the faithful performance of all of the Work the compensation set forth in Exhibit B (“**Compensation**”), which is made a part of this Contract.
- 5.2 Contractor must furnish City with a Pay Estimate for the Work performed in accordance with the Contract Documents. Contractor may not submit a Pay Estimate more often than once every 30 days.

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- 5.3 City will review each Pay Estimate and determine whether the Work performed is in accordance with the Contract Documents. The Director of Public Works (“**Director**”) may require Contractor to provide a release of all undisputed Contract amounts contained in the Pay Estimate.
- 5.4 If City disputes any item on a Pay Estimate, City will give Contractor notice stating the reasons for the dispute. The Parties will meet and confer in good faith to attempt to resolve the dispute.
- 5.5 Except as to any charges for the Work performed that City disputes and the City’s standard five-percent retention of the approved progress payment, City will cause Contractor to be paid within 30 days of the date of the invoice or the date that Contractor furnishes City with a release of all undisputed Contract amounts, whichever occurs later. Federally funded projects will not have a five-percent retention.
- 5.6 In the event there is any claim specifically excluded by Contractor from the operation of any release, City may retain an amount not to exceed the amount of the excluded claim.

Section 6. Labor Code and Prevailing Wage Requirements.

- 6.1 Contractor agrees to comply with the requirements of California Labor Code sections 1810 through 1815. Eight hours of labor constitutes a legal day’s work per Labor Code section 1810. Contractor will forfeit the statutory penalty to City for each worker employed in the execution of this Contract by Contractor or any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Labor Code sections 1810 through 1815.
- 6.2 Copies of the determination of the Director of the Department of Industrial Relations of the prevailing rate of per diem wages for each craft, classification or type of worker needed to execute this Contract are available for download from the State website: <http://www.dir.ca.gov/OPRL/dprevwagedetermination.htm>.
- 6.3 Contractor must post at the work site, or if there is no regular work site then at its principal office, for the duration of the Contract, a copy of the determination by the Director of the Department of Industrial Relations of the specified prevailing rate of per diem wages. (Labor Code § 1773.2.) When applicable, copies of the prevailing rate of per diem wages will be on file at City’s Department of Public Works and available to Contractor and any other interested party upon request.
- 6.4 Contractor, and any subcontractor engaged by Contractor, may pay not less than the specified prevailing rate of per diem wages to all workers employed in the execution of the contract. (Labor Code § 1774.) Contractor is responsible for compliance with Labor Code section 1776 relative to the retention and inspection of payroll records.

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- 6.5 Contractor must comply with all provisions of Labor Code section 1775. Under Section 1775, Contractor will forfeit the statutory penalty to City for each worker employed in the execution of the Contract by Contractor or any subcontractor for each calendar day, or portion thereof, in which the worker is paid less than the prevailing rates. Contractor may also be liable to pay 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.
- 6.6 Nothing in this Contract prevents Contractor or any subcontractor from employing properly registered apprentices in the execution of the Contract. Contractor is responsible for compliance with Labor Code section 1777.5 for all apprenticeable occupations. This statute requires that contractors and subcontractors must submit contract award information to the applicable joint apprenticeship committee, must employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for every five hours of labor performed by a journeyman (unless an exception is granted under § 1777.5), must contribute to the fund or funds in each craft or trade or a like amount to the California Apprenticeship Council, and that contractors and subcontractors must not discriminate among otherwise qualified employees as apprentices solely on the ground of sex, race, religion, creed, national origin, ancestry or color. Only apprentices defined in Labor Code section 3077, who are in training under apprenticeship standards and who have written apprentice contracts, may be employed on public works in apprenticeable occupations.
- 6.7 Contractor has reviewed and agrees to comply with any applicable provisions for any public work subject to Department of Industrial Relations (DIR) Monitoring and Enforcement of prevailing wages, including the registration requirements of Labor Code Section 1771.1(a). City hereby notifies Contractor that Contractor is responsible for submitting certified payroll records directly to the State Compliance Monitoring Unit (CMU). For further information concerning compliance monitoring please visit the website location at: <http://www.dir.ca.gov/dlse/cmucmu.html>.
- 6.8 Contractor must comply with Labor Code section 1771.1(a), which provides that Contractor may award any contracts and subcontracts for work that qualifies as a "public work" only to subcontractors which are at that time registered and qualified to perform public work pursuant to Labor Code section 1725.5. Contractor must obtain proof of such registration from all such subcontractors."
- 6.9 If federal funds are used to pay for the Work, Contractor and any subcontractor agree to comply, as applicable, with the labor and reporting requirements of the Davis-Bacon Act (40 USC § 276a-7), the Copeland Act (40 USC § 276c and 18 USC §874), and the Contract Work Hours and Safety Standards Act (40 USC § 327 and following).
- Section 7. Non-Discrimination.** Contractor, its officers, agents, employees, and subcontractors may not discriminate in the employment of persons to perform the Work in violation of any federal or state law prohibiting discrimination in employment, including based on the race, religious creed, color, national origin,

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ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, of any person, except as provided under California Government Code section 12940. Contractor is responsible for compliance with this section.

Section 8. General Legal Compliance.

- 8.1 In performing the Work, Contractor must comply with all applicable statutes, laws and regulations, including, but not limited to, OSHA requirements and the Camarillo Municipal Code.
- 8.2 Contractor must, at Contractor's sole expense, obtain all necessary permits and licenses required for the Work, and give all necessary notices and pay all fees and taxes required by law, including, without limitation, any business license tax imposed by City.
- 8.3 Contractor must maintain a valid California Contractor's License throughout the term of this Contract.

Section 9. Clayton and Cartwright Act Assignments. In entering into this Contract or a contract with a subcontractor to supply goods, services, or materials pursuant to this Contract for the Project, Contractor and any subcontractor will be deemed to have offered and agreed to assign to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700 of Part 2 of Division 7 of the California Business and Professions Code), arising from purchases of goods, services, or materials for the Project. This assignment will be deemed made and will become effective at the time City tenders final payment to Contractor, without further acknowledgement by the Parties.

Section 10. Independent Contractor. Contractor is and will at all times remain as to City a wholly independent contractor. Neither City nor any of its officers, employees, or agents will have control over the conduct of Contractor or any of Contractor's officers, employees, agents or subcontractors, except as expressly set forth in the Contract Documents. Contractor may not at any time or in any manner represent that it or any of its officers, employees, agents, or subcontractors are in any manner officers, employees, agents or subcontractors of City.

Section 11. Indemnification.

- 11.1 Contractor agrees to the fullest extent permitted by law to (1) immediately defend and (2) indemnify City from and against, any and all claims and liabilities, regardless of the nature or type, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor, or its officers, employees, agents, or subcontractors committed in performing any Work under this Contract or the failure to comply with any of the obligations of this Contract (collectively, "**Claims**"). The Claims subject to Contractor's duties to defend and indemnify include, without limitation, all claims, actions, causes of action, proceedings, suits, losses, damages, penalties, fines, judgments, liens, levies, and

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associated investigation and administrative expenses. Such Claims also include defense costs, including reasonable attorneys' fees and disbursements, expert fees, court costs, and costs of alternative dispute resolution.

- 11.2 Contractor's duty to defend is a separate and distinct obligation from Contractor's duty to indemnify. Contractor is obligated to defend City in all legal, equitable, administrative, or special proceedings, with counsel approved by City, immediately upon tender to Contractor of the Claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Contractor are responsible for the Claim does not relieve Contractor from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Contractor asserts that liability is caused in whole or in part by the negligence or willful misconduct of any City indemnified party. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of any City indemnified party, then Contractor may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the City indemnified party.
- 11.3 Contractor agrees that its defense and indemnification obligation under this section, includes the reasonable costs of attorneys' fees incurred by the City Attorney's office to monitor and consult with Contractor regarding the defense of any Claims, including providing direction with regard to strategy, preparation of pleadings, settlement discussions, and attendance at court hearings, mediations, or other litigation related appearances. City will use its best efforts to avoid duplicative attorney work or appearances in order to keep defense costs to a reasonable minimum.
- 11.4 Contractor agrees that settlement of any Claim will require the consent of City. City agrees that its consent will not be unreasonably withheld provided that Contractor is financially able (based on demonstrated assets) to fulfill its obligation to indemnify City for the costs of any such settlement as required under this Contract.
- 11.5 Contractor's obligation to indemnify City applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of a City indemnified party. If a Claim is finally adjudicated and a determination made that liability was caused by the sole active negligence or sole willful misconduct of a City indemnified party, then Contractor's indemnification obligation will be reduced in proportion to the established comparative liability.
- 11.6 For the purposes of this section, "City" includes City's officers, officials, employees and agents.
- 11.7 The provisions of this section will survive the expiration or earlier termination of this Agreement.

Section 12. Insurance. Contractor agrees to have and maintain in full force and effect during the term of this Contract the insurance coverages listed in Exhibit C (“Insurance”), which is made a part of this Contract.

Section 13. Notice.

13.1 All written notices required or permitted to be given under this Contract will be deemed made when received by the other Party at its respective address as follows:

To City: City of Camarillo
601 Carmen Drive
Camarillo, California 93010
Attention: Jason Samonte / Rick Gallegos
(Tel.) 805-383-5650
(Fax) 805-388-5318
(Email) jsamonte@cityofcamarillo.org /
rgallegos@cityofcamarillo.org

To Contractor: Econolite Systems, Inc.
1250 N. Tustin Avenue
Anaheim, CA 92807
Attention: Christopher Flores
(Tel.) 714-575-5619
(email) cflores@econolite.com

13.2 Notice will be deemed effective on the date personally delivered or transmitted by facsimile or email. If the notice is mailed, notice will be deemed given three days after deposit of the same in the custody of the United States Postal Service, postage prepaid, for first class delivery, or upon delivery if using a major courier service with tracking capabilities.

13.3 Any Party may change its notice information by giving notice to the other Party in compliance with this section.

Section 14. City Rights of Termination and to Complete the Work.

14.1 The occurrence of any of the following is a default by Contractor under this Contract:

14.1.1 Contractor refuses or fails to prosecute the Work or any part thereof with such diligence as will insure its completion within the time specified or any permitted extension.

14.1.2 Contractor fails to complete the Work on time.

14.1.3 Contractor is adjudged bankrupt, or makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Contractor’s insolvency.

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- 14.1.4 Contractor fails to supply enough properly skilled workers or proper materials to complete the Work in the time specified.
 - 14.1.5 Contractor fails to make prompt payment to any subcontractor or for material or labor.
 - 14.1.6 Contractor fails to abide by any applicable laws, ordinances or instructions of City in performing the Work.
 - 14.1.7 Contractor breaches or fails to perform any obligation or duty under the Contract.
- 14.2 Upon the occurrence of a default by Contractor, City will serve a written notice of default on Contractor specifying the nature of the default and the steps needed to correct the default. Unless Contractor cures the default within 10 days after the service of such notice, or satisfactory arrangements acceptable to City for the correction or elimination of such default are made, as determined by City, City may thereafter terminate this Contract by serving written notice on Contractor. In such case, Contractor will not be entitled to receive any further payment, except for Work actually completed prior to such termination in accordance with the provisions of the Contract Documents.

Section 15. Project Documents. All data, drawings, maps, models, notes, photographs, reports, studies and other documents (collectively, "**Project Documents**") prepared, developed or discovered by Contractor in the course of performing any of the Work under this Contract will become the sole property of City. Upon the expiration or termination of this Contract, Contractor must turn over all original Project Documents to City in its possession, but may retain copies of any of the Project Documents it may desire.

Section 16. General Provisions.

- 16.1 Authority to Execute. Each Party represents and warrants that all necessary action has been taken by such Party to authorize the undersigned to execute this Contract and to bind it to the performance of its obligations.
- 16.2 Assignment. Contractor may not assign this Contract without the prior written consent of City, which consent may be withheld in City's sole discretion since the experience and qualifications of Contractor were material considerations for this Contract.
- 16.3 Binding Effect. This Agreement is binding upon the heirs, executors, administrators, successors and permitted assigns of the Parties.
- 16.4 Integrated Contract. This Contract, including the Contract Documents, is the entire, complete, final and exclusive expression of the Parties with respect to the Work to be performed under this Contract and supersedes all other agreements or understandings, whether oral or written, between Contractor and City prior to the execution of this Contract.

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- 16.5 Modification of Contract. No amendment to or modification of this Contract will be valid unless made in writing and approved by Contractor and by the City Council or City Manager, as applicable. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.
- 16.6 Electronic Signatures; Counterparts. This Agreement and any amendment will be considered executed when the signature page of a party is delivered by electronic transmission. Such electronic signatures will have the same effect as an original signature. This Agreement may be executed in multiple counterparts.
- 16.7 Waiver. Waiver by any Party of any term, condition, or covenant of this Contract will not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Contract will not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Contract. Acceptance by City of any Work performed by Contractor will not constitute a waiver of any of the provisions of this Contract.
- 16.8 Interpretation. This Contract will be interpreted, construed and governed according to the laws of the State of California. Each party has had the opportunity to review this Contract with legal counsel. The Contract will be construed simply, as a whole, and in accordance with its fair meaning. It will not be interpreted strictly for or against either party.
- 16.9 Severability. If any term, condition or covenant of this Contract is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Contract will not be affected and the Contract will be read and construed without the invalid, void or unenforceable provision.
- 16.10 Venue. In the event of litigation between the parties, venue in state trial courts will be in the County of Ventura. In the event of litigation in a U.S. District Court, venue will be in the Central District of California, in Los Angeles.

[Signatures on the following page.]

The Parties have caused this Contract to be executed by their undersigned authorized agents as follows:

CITY OF CAMARILLO

Greg Ramirez, City Manager

ATTEST:

Kristy Buxkemper, City Clerk

ECONOLITE SYSTEMS, INC., a California corporation

Huy Huynh

Huy Huynh, President/Treasurer

Christopher Flores

Christopher Flores, Regional Vice President

Camarillo Business Tax Certificate No. 038013 / Expiration Date 5/31/2025

EXHIBIT A
SPECIAL PROVISIONS and SCOPE OF WORK
FOR
TM-2024-4, CITYWIDE OPTICOM INSTALLATION PROJECT

1. DESCRIPTION

The work to be performed consists of the Contractor furnishing all equipment, tools, labor, and incidentals necessary for the installation of Opticom Emergency Preemption equipment at the designated intersections, complete and in place. The work includes the installation of city-provided Opticom equipment at fifty-seven (57) city-owned intersections and seventeen (17) state-owned (Caltrans) intersections as listed in the project documents.

The Contractor must install all Opticom equipment provided by the city. The Contractor must provide a Certificate of Compliance and a One-Year Warranty for all work performed.

All work associated with this project must conform to the requirements of the State of California Department of Transportation most current edition of the Standard Plans and Standard Specifications, City of Camarillo Standards, these Special Provisions, and the Scope of Work as outlined in EXHIBIT A.

List of Intersections for CITYWIDE OPTICOM INSTALLATION PROJECT

City of Camarillo Intersections:

1. Flynn Road & Adolfo Road
2. Arneill Road & Daily Drive
3. Arneill Road & Barry Street
4. Carmen Drive & Daily Drive
5. Carmen Drive & Paseo Camarillo
6. Central Avenue & Del Norte Road
7. Dawson Drive & Petit Street
8. Las Posas Road & Fire Station 50
9. Las Posas Road & Ventura Boulevard
10. Las Posas Road & Daily Drive
11. Las Posas Road & Ponderosa West
12. Las Posas Road & Calle la Guerra
13. Las Posas Road & Crestview Avenue
14. Las Posas Road & Calle la Cumbre
15. Las Posas Road & Cerro Vista Way
16. Las Posas Road & Carmen Drive
17. Las Posas Road & Mission Drive
18. Las Posas Road & West Loop Drive
19. Las Posas Road & Charter Oak Drive
20. Las Posas Road & Temple Avenue
21. Las Posas Road & Ponderosa North
22. Las Posas Road & Antonio Avenue
23. Mission Oaks Boulevard & Woodcreek Road

24. Pleasant Valley Road & Pancho Road
25. Pleasant Valley Road & Ridge View Street
26. Ponderosa Drive & Brently Avenue
27. Ponderosa Drive & Mobil Avenue
28. Ponderosa Drive & Temple Avenue
29. Santa Rosa Road & Verdugo Way
30. Santa Rosa Road & Adolfo Road
31. Santa Rosa Road & Los Pueblos Drive
32. Santa Rosa Road & Woodcreek Road
33. Santa Rosa Road & Leisure Village Main
34. Santa Rosa Road & Oak Canyon Road
35. Santa Rosa Road & Leisure Village East
36. Santa Rosa Road & Upland Road
37. Ventura Boulevard & Camarillo Outlet
38. Woodcreek Road & Upland Road
39. Avenida Acaso & Adolfo Road
40. Upland Road & Flynn Road
41. Ventura Boulevard & Arneill Road
42. Avenida Acaso & Flynn Road
43. Pleasant Valley Road & Bridgehampton Way
44. Pleasant Valley Road & Village Commons Boulevard
45. Ventura Boulevard/Promenade Drive & Mian Plaza
46. Verdugo Way & Pardee Plaza
47. Upland Road & Mission Oaks Boulevard
48. West Ventura Boulevard & Town Center East
49. West Ventura Boulevard & Springville Drive
50. Las Posas Road & Camino Alvarez
51. Arneill Road & Dunnigan Street
52. West Ponderosa Drive & Camino Tierra Santa
53. West Ponderosa Drive & Earl Joseph Drive
54. Upland Road & Arboleda Road.
55. Ventura Boulevard & Camarillo Center Drive
56. Ponderosa Drive and Springville Drive
57. Ventura Boulevard and Carmen Drive

State Owned (Caltrans) Intersections:

1. Lewis Road & Pleasant Valley Road
2. Lewis Road & Dawson Drive
3. Lewis Road & Ventura Boulevard
4. Lewis Road & Daily Drive
5. Lewis Road & Adolfo Road
6. Lewis Road & Upland Road/Las Posas Road
7. Ventura Boulevard & 101 Southbound Lewis Road Exit
8. Daily Drive & 101 Northbound Arneill Road Exit
9. Santa Rosa Road and 101 Northbound Pleasant Valley Road Exit
10. Santa Rosa Road and 101 Southbound Pleasant Valley Road Exit
11. Carmen Drive & 101 Northbound Carmen Drive Exit
12. Ventura Boulevard & Granada Street
13. Mission Oaks Boulevard and 101 Northbound Flynn Road Exit
14. Springville Drive & 101 Northbound Springville Drive Exit

15. Springville Drive & 101 Southbound Springville Drive Exit
16. Village at the Park Drive & 101 Southbound Dawson Drive/Petit Street Exit
17. Las Posas Road & Northbound 101 Las Posas Road Exit

2. BASIS OF SPECIFICATIONS

Unless otherwise noted in these Special Provisions, the basis of specifications for this project shall be the City of Camarillo EXHIBIT A.

Contractor is not allowed to park any vehicles or equipment at the City Corporation Yard.

The Contractor must always be responsible for maintaining the use of sidewalks and keeping the work area clear of debris.

Traffic Signals may be placed on flash mode during working hours.

3. WORK HOURS

Work shall be done only on weekdays, Monday through Friday, excluding holidays, between 8:00 a.m. and 4:00 p.m. No contractor activity shall encroach into a moving lane of traffic between the hours of 7:00 a.m. and 8:30 a.m. or after 4:00 p.m., unless otherwise approved by the City Traffic Engineer. Night work between the hours of 9:00 p.m and 6:00 a.m. is allowed with permission by the City Traffic Engineer.

4. STORMWATER BEST MANAGEMENT PRACTICES (BMPs)

Contractor must train employees and subcontractors on proper best management practices, general good housekeeping, and proper spill containment and cleanup. Before start of work, Contractor must provide city with written documentation of training. See the attached Trained Contractor Log form and training information.

No water from Contractor's operations such as potholing, conduit jacking and drilling, pavement/sidewalk cutting, and pavement washing shall be discharged to the stormwater drainage system or watercourses. The system includes streets, catch basins, curbs, gutters, ditches and manmade channels, and storm drains.

Construction wastewater must be contained, collected, and removed from the jobsite using sandbag berms, wet/dry vacuums, sump pumps or other equipment and procedures approved by the City.

Excavated material and concrete rubble must not be stockpiled in or near stormwater drainage devices or watercourses. Stockpiled excavation material must be covered during rainstorms. Building materials left on site should be placed on pallets and covered in event of rain. Do not store materials in the street or gutter area.

Vehicle and equipment washing and fueling must not take place at the jobsite.

The Contractor must inspect vehicles and equipment on each day of use. Leaks must be repaired off-site if possible. If necessary to repair on site, the runoff must be contained or the problem vehicle or equipment must be removed from the project site until repaired. If

necessary, drip pans should be placed under the vehicle or equipment while not in use to catch and/or contain drips and leaks.

Contractor must have a spill prevention plan and spill cleanup materials readily available. Spills must be cleaned up immediately using dry methods if possible. Spill cleanup material must be properly disposed of. Refer to SC-11 Spill Prevention BMP from the California Stormwater Quality Association (CASQA) Stormwater Best Management Practice BMP Handbook for Municipal Activities, which is located at BMP Handbooks | California Stormwater Quality Association. Contractor must keep a record of any spills. In addition, at the end of the project, the Contractor must certify that all contaminated materials have been properly disposed. Spill cleanup material must be properly disposed.

5. SEQUENCE OF WORK

- a. Prior to City Council award, the selected Contractor will be required to submit required insurance documents (including endorsements that meet the Contract requirements), proof of a valid City of Camarillo business tax certificate, signed Contract (digitally signed via Hello Sign), and possess a valid California Class C-61/D-64 Light Pole Restoration contractor's license.
- b. City Council will award Contract.
- c. Contractor will submit payment/performance bonds.
- d. City will execute Contract once payment/performance bonds are provided.
- e. Contractor submits Typical Traffic Control Plans.
- f. Contractor obtains a no fee encroachment permit.
- g. Contractor submits a work schedule for City approval.
- h. City issues a Notice to Proceed and start of workdays period begins.

6. JOBSITE CONDITIONS

It will be Contractor's responsibility to examine the jobsite where the work is to be performed. If any conditions are noted that might affect the execution of the job, those conditions must be brought to the attention of the City Traffic Engineer prior to commencing the work.

7. PROTECTION OF PROPERTY AND IMPROVEMENTS

Contractor shall assume sole and complete responsibility for protection of public and private property in the vicinity of the jobsite. Contractor, at Contractor's expense, shall repair or replace to original condition all existing improvements within or in the vicinity of the jobsite which are damaged as a result of Contractor's operations.

8. TRAFFIC CONTROL

For City-Owned Intersections

The Contractor shall provide Typical Traffic Control Plans for all lane closures associated with the project to control all vehicular and pedestrian traffic through the construction site.

One traffic control plan must be typical for a right lane closure on a multilane arterial roadway with a bike-lane. One traffic control plan must be typical for a left turn lane closure on a multilane arterial roadway.

All such work must conform to the CA MUTCD Latest Edition.

All work area traffic control devices, materials and equipment must be in like new condition, as determined by the City Traffic Engineer.

The overall work-site traffic control, warning, and guidance effort shall be continuously monitored by Contractor for its adequacy in detouring traffic around or circulating traffic through the work area. Any deficiencies by Contractor in such monitoring, or correcting inadequate worksite signing, shall be considered just cause for the City Traffic Engineer or his representative to suspend the work.

The compensation for furnishing, placing, maintaining and removing traffic cones, telescoping tree flags, advanced warning signs, flagmen and other safety devices, as required for public safety or as directed by the City Traffic Engineer shall be included in the contract unit price paid for each item in the contract Bid Proposal and no additional compensation will be allowed.

For State-Owned (Caltrans) Intersections:

Each state-owned intersection will require an individual traffic control plan and a separate encroachment permit. The Contractor shall coordinate with Caltrans to determine the specific requirements for each intersection.

The Contractor shall submit traffic control plans to Caltrans for review and approval prior to beginning work on state-owned intersections. These plans must comply with Caltrans standards and the CA MUTCD Latest Edition.

The Contractor shall obtain all necessary encroachment permits from Caltrans before commencing work on state-owned intersections.

The Contractor shall adhere to all Caltrans requirements regarding traffic control, including but not limited to equipment specifications, work hours, and monitoring procedures.

All costs associated with developing individual traffic control plans, obtaining encroachment permits, and implementing traffic control measures for state-owned intersections shall be included in the contract unit price paid for each item in the contract Bid Proposal, and no additional compensation will be allowed.

The Contractor shall coordinate closely with both the City Traffic Engineer and Caltrans representatives to ensure proper traffic control measures are in place for all intersections throughout the duration of the project.

9. NOISE ABATEMENT

A maximum noise level limit of eighty-five (85) decibels at a distance of fifty (50) feet shall apply to all construction equipment on or related to the project whether owned by

Contractor or not. The use of excessively loud warning signals shall be avoided except in those cases required for the protection of personnel. The use of generators or other mechanical devices between the hours 5:00 p.m. and 8:00 a.m. shall not be permitted unless approved by the City Traffic Engineer.

10. LIQUIDATED DAMAGES

For City-Owned Signals:

Contractor will have 180 (180) working days to install the City Provided Opticom Systems at city-owned intersections. The 180 working days will begin upon contractor receiving a City issued Notice to Proceed. Liquidated damages of \$1,500 per calendar day will be assessed for everyday over the contract time limit for city-owned signals.

For State-Owned (Caltrans) Signals:

Contractor will have 300 (300) working days to install the City Provided Opticom Systems at state-owned intersections. This extended timeframe accounts for potential delays due to permitting processes and traffic control plan design requirements specific to Caltrans. The 300 working days will begin upon contractor receiving a City issued Notice to Proceed.

Liquidated damages for state-owned signals will be assessed separately from city-owned signals. A fee of \$1,500 per calendar day will be assessed for everyday over the 300-day contract time limit for state-owned signals.

The City recognizes that delays may occur due to factors outside the Contractor's control when working on state-owned signals. In such cases, the Contractor must promptly notify the City and provide documentation of the cause of delay. The City may grant time extensions for state-owned signal installations on a case-by-case basis, subject to review and approval.

11. MEASUREMENT AND PAYMENT

The project payment will be divided into two separate payments: one for city-owned signals and one for state-owned signals.

For City-Owned Signals:

The cost of all labor, material, and equipment necessary to complete the work on city-owned signals as described in the contract drawings, Specifications, and Special Provisions, shall be included in a single lump sum price for all city-owned signals. This lump sum will cover all work related to the installation of Opticom systems at the designated city-owned intersections.

For State-Owned (Caltrans) Signals:

Similarly, all costs associated with the installation of Opticom systems at state-owned signals, including labor, materials, equipment, permitting fees, and any other associated costs, shall be included in a separate lump sum price for all state-owned signals.

General Provisions:

No separate payment will be made for individual intersections or for other features as required in this Services Contract. Full compensation for all work and features shall be considered included in the two lump sum prices (city-owned and state-owned) in the Bid Proposal.

Retention:

The City will retain 5% of each progress payment for both city-owned and state-owned signal work. The retention will be released upon satisfactory completion of all work and final acceptance by the City and Caltrans (for state-owned signals).

Final Payment:

Final payment for each category (city-owned and state-owned signals) will be made after all work in that category has been completed, inspected, and approved by the City and Caltrans (where applicable). The Contractor must submit final invoices for each category, demonstrating 100% completion of the work.

12. WARRANTY

- a. The labor and materials bond must remain in effect until expiration of six months after the period in which verified claims may be filed as provided in Civil Code section 9356, and the performance bond must be paid up and in effect for one year after the acceptance of the job by City in accordance with the guarantee required by Subsection 10.b, below.
- b. Besides warranties and guaranties otherwise required by the Contract Documents, Contractor warrants and guarantees all Work for a period of one (1) year after date of acceptance of the Work by City, unless a longer period is specified, and must repair or replace any or all such Work, together with any other Work, which may be displaced in so doing, that may prove defective in workmanship, materials or both within one (1) year from date of acceptance without expense whatsoever to City, ordinary wear and tear, unusual abuse or neglect excepted. The Engineer will give notice of observed defects with reasonable promptness. Contractor must notify the Engineer upon completion of repairs.
- c. In the event Contractor fails to commence the corrective work within ten (10) days after being notified in writing to do so by the Engineer and prosecute the corrective work to timely completion, City may proceed to have defects corrected and made good at the expense of Contractor who must pay the costs and charges of such corrective work immediately on demand.
- d. If, in the opinion of the Engineer, defective work creates a condition that requires immediate corrective work, the Engineer will attempt to give the notice required by this Section. If Contractor cannot be contacted or does not comply with City's request for correction within a reasonable time as determined by the Engineer, City may, notwithstanding the provisions of this Section, proceed to make such corrective work, and Contractor will be liable for costs of such corrective work. Such action by City will not relieve Contractor of the warranties and guaranties provided in this Section or elsewhere in the Contract.

13. OPTICOM EQUIPMENT HANDLING AND INSTALLATION

The Contractor shall handle all city-provided Opticom equipment with care. Any damage to the equipment during installation shall be the responsibility of the Contractor. The Contractor shall follow manufacturer's guidelines and city specifications for the installation of all Opticom equipment. The Contractor shall coordinate with the City Traffic Engineer for the pickup and handling of all city-provided equipment.

14. COORDINATION WITH CALTRANS

For the installation of Opticom equipment at state-owned (Caltrans) intersections, the Contractor shall coordinate all work with Caltrans and obtain any necessary permits or approvals. The Contractor shall adhere to all Caltrans requirements and specifications in addition to those set forth by the City of Camarillo.

15. SCOPE OF WORK

- a. All work associated with the installation of Opticom Emergency Preemption equipment shall conform to the requirements of the State of California Department of Transportation Standard Plans and Standard Specifications (latest editions), City of Camarillo Standards, and this Scope of Work (Exhibit A).
- b. Work hours shall be weekdays, Monday through Friday, 8:00 am to 4:00 pm, excluding holidays, unless otherwise approved by the City Traffic Engineer. Night work between 9:00 pm and 6:00 am may be allowed with prior permission.
- c. Contractor must possess a current California Class C-10 license. Field technicians shall be certified in Opticom system installation.
- d. Equipment Installation: a GPS transmitters shall be mounted on the stem of the closest mast arm pole to the traffic signal cabinet at each intersection. Cabinet equipment shall be installed according to manufacturer's directions. Contractor is responsible for proper handling and installation of all city-provided Opticom equipment.
- e. Testing and Timing: For city-owned intersections, all testing of equipment and timing changes will be performed by the City after installation at each intersection. For state-owned intersections, Contractor will coordinate with Caltrans to facilitate intersection testing and timing adjustments.
- f. Contractor must provide a Certificate of Compliance and One-Year Warranty for all installation work.
- g. Upon completion of installation at each intersection, Contractor shall notify the City (for city-owned intersections) or coordinate with Caltrans (for state-owned intersections) for final inspection and approval.

- h. Contractor shall provide documentation of completed work for each intersection, including equipment locations and any specific installation notes.

EXHIBIT B

COMPENSATION

The total compensation under this Contract will not exceed:

ALTERNATE 1

If a Lump Sum Bid: "The sum of \$_____."

ALTERNATE 2

If a Unit Price Bid: "The total unit prices set forth in the bid and the actual measured quantities utilized for the Project as determined by the Director."

ALTERNATE 3

If both Lump Sum and Unit Price Bid: "The sum of \$197,047.72 and the amount due based upon the unit prices set forth in the bid and the actual measured quantities utilized for the Project as determined by the Director."

EXHIBIT C

INSURANCE

1. **General Requirements.** Contractor must procure and maintain in full force and effect during the term of this Contract the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<u>Type of Insurance</u>	<u>Limits (combined single)</u>
Commercial General Liability	\$2,000,000 / \$4,000,000 Aggregate
Business Automobile Liability	\$2,000,000
Workers' Compensation	Statutory Requirements

2. **Commercial General Liability Insurance.** This policy must meet or exceed the requirements of Insurance Services Office (ISO) CGL Form No. CG 00 01. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. The insurance must be on an "occurrence" not a "claims-made" basis. Defense costs must be paid in addition to limits. There must be no cross-liability exclusion for claims or suits by one insured against another.

Liability policies must be endorsed to name **City, its officials, employees and agents** as "**additional insureds**" under the insurance coverage.

The policy must state that such insurance will be deemed "primary" such that any other insurance that may be carried by City will be deemed "excess" to that of Contractor. This endorsement must be reflected on ISO Form No. CG 20 01, or equivalent form as determined by City.

Coverage must be applicable to City for injury to employees of Contractor, subcontractors, agents or others performing any part of the Work required under this Contract. Each policy must be endorsed to provide a separate limit applicable to this Project.

The Commercial General Liability policy must not contain any endorsements limiting coverage beyond the basic policy coverage for any of the following:

1. Explosion, collapse or underground hazard (XCU);
2. Products and completed operation;
3. Pollution liability; or
4. Contractual liability.

3. **Business Auto Coverage.** This policy must be on ISO Business Auto Coverage Form CA 00 01 including symbol 1 (Any Auto) and Endorsement CA 0025, or equivalent forms approved in writing by City. If Contractor neither leases nor owns vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor's employees will use personal autos

in any way on this Project, Contractor must provide evidence of personal auto liability coverage for each such person.

4. **Workers Compensation.** Contractor must have a State of California approved policy form providing the statutory benefits required by law with employer's liability limits, or Contractor must provide evidence of an approved self-insurance program.
5. **Other Insurance; Revisions to Insurance.** Contractor may be required to obtain such other insurance coverage as may be required by applicable law or by City. City reserves the right at any time during the term of the Contract to change the amounts and types of insurance required by giving Contractor 60 days advance written notice of such change. If such change results in substantial additional cost to Contractor, City and Contractor may renegotiate Contractor's compensation.
6. **Acceptable Insurers.** All required insurance policies must be issued by an insurance company currently authorized by the California Insurance Commissioner to transact the business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.
7. **Excess or Umbrella Liability Insurance (Over Primary).** If an excess or umbrella liability policy is used to meet limit requirements, the insurance must provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an excess or umbrella liability policy must include a "drop-down provision" providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage must be provided on a "pay-on-behalf" basis, with defense costs payable in addition to policy limits. There may be no cross-liability exclusion precluding coverage for claims or suits by one insured against another. Coverage must be applicable to City for injury to employees of Contractor, its subcontractors or others performing work to satisfy Contractor's obligations under this Contract. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein.
8. **Certificates of Insurance and Endorsements.** Prior to commencing any Work under this Contract, Contractor must file with the City Certificates of Insurance and Endorsements evidencing the existence of all insurance required by this Contract, along with such other evidence of insurance or copies of policies as may reasonably be required by City. Such Certificates of Insurance and Endorsements must be in a form approved by City's Attorney. Contractor must maintain current certificates and endorsements on file with City during the term of this Contract reflecting the existence of all required insurance. Each of the certificates must expressly provide that no material change in the policy, or termination thereof, will be effective except upon 30 days' prior written notice to City.
9. **Failure to Maintain Required Insurance.** If Contractor, for any reason, fails to have in place at all times during the term of this Contract all of the required insurance coverage, City may, in addition to any other available remedies, (a) obtain such coverage at Contractor's expense and deduct the cost from the sums due Contractor, (b) make a claim against the Contractor's surety, or (c) terminate the Contract.

10. **Effect of Coverage.** The existence of the required insurance coverage under this Contract will not be deemed to satisfy or limit Contractor's indemnity obligations under this Contract.
11. **Higher Limits of Insurance.** If Contractor maintains higher limits of insurance than the required amounts shown in Section 1 above, then such amounts will be the minimum required under this Agreement.

CERTIFICATE OF CALIFORNIA
CONTRACTOR'S LICENSE

I certify, under penalty of perjury, that Contractor has a valid California Contractor's license issued pursuant to Business and Professions Code section 7000 and following:

California Contractor's License:

969067	C-10 Electrical	1/31/2026
License Number	Class	Expiration Date

Christopher Flores, Regional Vice President
Name & Title (print or type)

10 / 21 / 2024
Date

Christopher Flores
Signature

(Public Contract Code § 6100)

**CERTIFICATE REGARDING DEPARTMENT OF INDUSTRIAL
RELATIONS CONTRACTOR REGISTRATION**

I certify, under penalty of perjury, that Contractor is registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

Contractor's Department of Industrial Relations registration number is 1000052909.

Christopher Flores, Regional Vice President
Name & Title (print or type)

10 / 21 / 2024
Date

Christopher Flores
Signature

(Labor Code section 1725.5)

CERTIFICATE REGARDING
WORKERS' COMPENSATION

Contractor is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Contractor will comply with such provisions before commencing the performance of the Work of this Contract.

Christopher Flores, Regional Vice President

Name & Title (print or type)

10 / 21 / 2024

Date

Christopher Flores

Signature

LIST OF SUBCONTRACTORS

WORK IDENTIFICATION: TM-2024-4, CAMARILLO CITYWIDE OPTICOM INSTALLATION PROJECT

NAME AND ADDRESS OF BIDDER: Econolite Systems, Inc.

In compliance with the Subletting and Subcontracting Fair Practices Act, Public Contracts Code section 4100 and following, each subcontractor who will perform work or labor or render service to the bidder in or about the construction of the work or will specifically fabricate and install a portion of the work in an amount in excess of one half of one percent (0.5%) of the total bid sum or in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of one percent (0.5%) of the total bid or \$10,000, whichever is greater. (List only one subcontractor for each portion of the work as is defined by the bidder in this bid.) No other subcontractors may be used other than those specified without written approval of the City Engineer; such approval will be made upon showing by the contractor of good and sufficient cause.

Failure to specify a subcontractor or specifying more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent (0.5%) of the total bid constitutes an agreement that the contractor is fully qualified and will perform that portion of the work. Any contractor who subcontracts for any portion of work not set forth herein, except as otherwise provided by Public Contract Code sections 4107 or 4109, will be subject to the penalties set forth in Public Contract Code sections 4110 and 4111.

Name/Address/Email Address/State License Number of Subcontractor	Department of Industrial Relations Registration Number*	Items of Work	Portion of Work (% of Contract Price)
Econolite does not require the use of subs			N/A
		% of Total Contract Price by Subcontract	N/A
		% of Total Contract Price by Contractor	N/A

*Pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720 including section 1725.5) of the Labor Code