

# CITY OF CAMARILLO PUBLIC WORKS CONTRACT (Informal Bid Work)

This contract (“**Contract**”) is effective as of **June 12, 2024**, and is between the CITY OF CAMARILLO, a California general law city and municipal corporation (“**City**”), and **Bodagger Builders**, 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 **Specification No. AS-2023-2 (“Project”)**, **Camarillo Ranch House Barn Improvements**, 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 – Scope of Work
- 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.
- 5.3 City will review each Pay Estimate and determine whether the Work performed is in accordance with the Contract Documents. The Director of Administrative Services ("**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/dprevagedetermination.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.
- 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/cmu/cmu.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, 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 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: Mitchell Cameron, Director of Administrative Services/Chief Innovation Officer  
 (Tel.) 805-383-5342  
 mcameron@cityofcamarillo.org

To Contractor: Bodagger Builders  
 1686 Lirio Ave.  
 Ventura, CA 93004  
 Attention: Diego Garcia  
 (Tel.) 805.647.0349 / Cell 805.857.1518  
 (email) Diego@BodaggerBuilders.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.
  - 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.
- 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

**BODAGGER BUILDERS, a California Corporation**

*Diego Garcia*

\_\_\_\_\_  
Diego Garcia, President, RMO and CEO

Camarillo Business Tax Certificated No. 045673 / Expiration Date 4/30/25

## **EXHIBIT A**

### **SPECIAL PROVISIONS & SCOPE OF WORK**

#### **CAMARILLO RANCH HOUSE BARN IMPROVEMENTS**

##### **1. DESCRIPTION**

The work to be performed consists of Contractor furnishing all materials, concrete, equipment, tools, labor, and consumables necessary for the proposed project, complete and in place.

The work to be performed includes the installation of new ADA compliant (conforming) and heel proof concrete pads per drawings dated May 1, 2024 inclusive of plan sheets G-1, C-1, CD-1, and CD-2

The Contractor must provide noise and dust control as well as a Stormwater Maintenance Plan and erosion control. Contractor to provide 8' tall fence with green windscreen to surround the work area, at least on the front and both sides visible to the public.

Potential bidders needing clarification should submit questions no less than five (5) working days (May 15, 2024 by 5:00pm) prior to bid opening date and time to: [kjorgensborg@cityofcamarillo.org](mailto:kjorgensborg@cityofcamarillo.org)

It is understood that no part of this specification shall be subcontracted to another vendor without prior written approval from the City.

##### **2. BASIS OF SPECIFICATIONS**

The location of the work, its general nature and extent, dimensions, details, and other pertinent information are shown on drawings dated May 1, 2024 inclusive of plan sheets G-1, C-1, CD-1, and CD-2 and made a part of these contract documents, Specification No. AS-2023-2.

Staging of equipment and contractor vehicles must be preapproved by the Fleet and Facilities Manager.

It will be the Contractor's responsibility to dispose of all excavated and excess debris.

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

##### **3. WORKING HOURS**

Work shall be performed Monday through Friday, excluding holidays, between 7:00 a.m. and 3:30 p.m. After-hours work must be approved by the Fleet and Facilities Manager or his designee.

##### **4. 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 Dropbox Sign), and a Class B 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.
- g. Contractor submits a work schedule for City approval.
- h. City issues a Notice to Proceed and start of workdays period begins.

**5. JOBSITE CONDITIONS**

It is the 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 sent to [kjorgensborg@cityofcamarillo.org](mailto:kjorgensborg@cityofcamarillo.org) at least five (5) days prior to commencing the work.

Contractor shall confine all tools, equipment and supplies, the storage of materials, and the operation of workers to areas designated by the Fleet & Facilities Manager or his designee. Such areas shall be kept clean and orderly. The Contractor shall employ all safety measures during the operation for public, staff and personnel protection and shall be responsible for any and all damage(s) to the work or property caused by Contractor or approved Subcontractor.

During the progress of the work, safety shall be of the utmost importance. On a daily basis, the Contractor shall safeguard persons during the progress of the work by providing barricades and appropriate lighting to warn of obstructions and all necessary safety equipment for their employees. Upon completion of the work and before acceptance and final payment shall be made, the Contractor shall clear the entire project and all grounds occupied by him in connection with his work of all trash, excess material, and any other debris caused by his operations.

**6. 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, landscape, hardscape within or in the vicinity of the jobsite which are damaged as a result of Contractor's operations.

**7. AWARD**

City reserves the right to reject any and all bids. City also reserves the right to reject any bid that is not in strict accordance with the Contract Documents or, in the alternative, to waive any irregularity or informality in any bid or in the bidding.

If alternate (option) bids are called for in the Specifications, the contract may be awarded at the election of City to the successful bidder on the base bid or on the base bid and any option or combination of options specifically identified in the Specifications as being used for the purpose of determining the lowest bid price.

**8. EXPERIENCE**

The bidder must have a minimum of 3 years of experience in constructing work similar in character and magnitude to the work included in the bid. The work must be prosecuted with employees meeting the experience requirements along with appropriate apprentices, as applicable. Employees used for satisfying this experience requirement or alternate staff with equal or better experience must be used continuously for the duration of the project. Changes in staffing must be submitted for approval by the Fleet and Facilities Manager.

**9. LIQUIDATED DAMAGES**

Contractor will have thirty (30) working days to complete the work and all associated components. The 30 working days will begin as indicated in a Notice to Proceed. Liquidated damages of \$500 per calendar day will be assessed for everyday over the contract time limit.

**10. MEASUREMENT AND PAYMENT**

The cost of all labor, material, and equipment necessary to complete the work as described in the contract drawings, Specifications, and Special Provisions, shall be included in the prices for each bid item, either as a lump sum or by final quantities, whatever is indicated on the Bid Proposal.

No separate payment will be made for work or other features as required in this Contract. Full compensation for such work and features shall be considered included in the prices for the items of work in the Bid Proposal, and no additional compensation will be allowed therefore.

## 11. WARRANTY

- a. 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 Fleet and Facilities Manager will give notice of observed defects with reasonable promptness. Contractor must notify the Fleet and Facilities Manager upon completion of repairs.
- b. In the event Contractor fails to commence the corrective work within ten (10) days after being notified in writing to do so by the Fleet and Facilities Manager 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.
- c. If, in the opinion of the Fleet and Facilities Manager, defective work creates a condition that requires immediate corrective work, the Fleet and Facilities Manager 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 Fleet and Facilities Manager, 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.

**12. Required Contractor and Subcontractor DIR Registration:** The City will accept bids only from bidders that (along with all subcontractors listed) are currently registered and qualified to perform public work pursuant to Labor Code section 1725.5; provided, however, that if a bidder is a joint venture (Business & Professions Code § 7029.1) or if federal funds are involved in the project, then City may accept a non-complying bid provided that the bidder and all listed subcontractors are registered at the time the contract is awarded. Information on registration with the DIR is available at: <https://www.dir.ca.gov/Public-Works/Contractor-Registration.html>. This is a separate requirement from the Contractors State License Board licensing requirement.

**Labor Code Compliance:** Any contract entered into pursuant to this Notice will incorporate the applicable provisions of the California Labor Code.

**Prevailing Wage Laws:** The successful bidder must comply with all prevailing wage laws applicable to the project, and related requirements contained in the contract documents. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the contract, as determined by Director of the State of California Department of Industrial Relations, are on file at the City, and may be obtained from the DIR website: <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Upon request, City will make available copies to any interested party. Also, the successful bidder must post the applicable prevailing wage rates at the work site.

**Payroll Records and Prevailing Wage Monitoring:** This project is subject to prevailing wage compliance monitoring and enforcement by the Department of Industrial Relations. (Labor Code § 1771.4.). Each contractor and subcontractor must keep an accurate payroll record, showing the name,

address, social security number, work classification, straight time and overtime hours worked each day and week, and 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. These records must be certified and made available by the contractor as required by Labor Code section 1776. In the case of state-funded public works projects, certified payroll reports must be provided to City on a weekly basis. In the case of federally funded public works project and in accordance with 29 C. F. R. § 5.5(a)(3), the contractor will be required to submit weekly payroll reports and compliance statements for this project.

City reserves the right to open all bids submitted. The right is reserved to reject any and all bids, to accept one part and reject the other, and/or award an order or orders as will best serve the interests of City. In the event of any such rejection, City shall not be liable for any costs incurred in connection with the preparation and submittal of a bid. Incomplete or non-conforming bids will be rejected.

## **SCOPE OF WORK**

The following sets forth a general description of the type of work for each bid item listed in the schedule but is not intended to be all inclusive. All work specifically shown, called for, or indicated in the Contract Documents shall be performed whether or not specifically listed under an item description.

1. Mobilization, Noise Control, Cleanup & Dust Control: The lump sum price paid shall include full compensation for bonds, insurance, required permits and fees, shop drawings and submittals, project phasing, order of work, supervision, coordination of concurrent work with other contractors, meetings, "as-built" plans or record drawings, movement of personnel, equipment, supplies, and incidentals to and from the project site, surveying, potholing (including any utilities not shown on the plans but marked by USA in the field) for the establishment of all other facilities necessary for work on the project; for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items of work on the project site; cleanup of the work area including removal of USA markings at project completion; for work and improvements called for or implied by the Contract Documents, which are not included in the other bid items but are required to complete the Work. Contractor to provide 8' tall fence with green windscreen to surround the work area, at least on the front and both sides visible to the public.
2. Stormwater Maintenance Plan and Erosion Control Plan: The lump sum price paid shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for the implementation, installation, removal, storage, transport, and maintenance of the Stormwater Maintenance Plan and Erosion Control Plan as required and directed by the City of Camarillo; including furnishing, placing, maintaining, and removing Stormwater BMPs per CASQA BMP Handbook.
3. Construct and Install 18"x18" Jensen Precast Brooks Catch Basin with "ADA Conforming" and "Heel Proof" Traffic Rated Steel Grate: The unit cost for each includes full compensation for furnishing all labor, precast catch basins, materials, tools, equipment, transport, phasing of work, temporary facilities, site maintenance, sawcut, demolition of existing improvements, haul off, protection of existing facilities, dewatering, backfill, compaction, construction of new catch basin per plans and manufacturers recommendations, joints, forms, pouring, finishing, curing, connection of pipe(s) to new catch basin, grates, and all appurtenances, complete and in place.
4. Construct and Install 12"x12" Jensen Precast Brooks Catch Basin with Iron Grate: The unit cost for each includes full compensation for furnishing all labor, precast catch basins, materials, tools, equipment, transport, phasing of work, temporary facilities, site maintenance, sawcut, demolition of existing improvements, haul off, protection of existing facilities, dewatering, backfill, compaction, construction of new catch basin per plans and manufacturers recommendations, joints, forms, pouring, finishing, curing, connection of pipe(s) to new catch basin, grates, and all appurtenances, complete and in place.
5. Construct 5" Reinforced Portland Cement Concrete Sidewalk: The unit price paid per square foot shall include full compensation for furnishing all labor, materials, tools, equipment, transport, phasing, saw cutting, demolition, removal and disposal, protection and incidentals for construction of Reinforced Portland Cement Concrete Sidewalk, rebar as dictated on plans, root pruning at City direction and approval, canopy trimming at City request and direction, including protection of structures and sub-structures, forms; preparation, furnishing concrete and aggregate, placing and compacting aggregate base, placing and finishing concrete; expansion joints per plan, curing compounds, compaction, and stripping of forms, restoration of disturbed areas in-kind, complete and in place.
6. Construct and Install 6" SDR 35 PVC Storm Drain Pipe and Fittings: The cost per linear foot shall include full compensation for furnishing all labor, materials, tools, equipment, transport, phasing of work, temporary facilities, site maintenance, protection of existing improvements and sub-structures and incidentals for sawcutting, demolition, demolition of existing storm drain, and disposal of existing improvements, temporary rerouting of drainage, installation of 6" SDR PVC Storm Drain Pipe and Fittings, tying into existing drop inlet, including fittings and appurtenances, backfill, in conformance with specified drawings, complete and in place.

7. Construct Outdoor Patio Perimeter Fence Post Sleeves: The lump sum price paid shall include full compensation for furnishing all labor, materials, tools, equipment, transport, phasing, sawcutting, removal and disposal, protection and incidentals for construction of Patio Perimeter Fence Post Sleeves as directed by City of Camarillo representatives, including protection of structures and sub-structures, forms; restoration of disturbed or damaged areas in-kind, and all appurtenances, complete in place.
8. Construct Roof Drain Downspout Splash Block: The unit cost for each includes full compensation for furnishing all labor, precast splash blocks, materials, tools, equipment, transport, phasing of work, temporary facilities, site maintenance, demolition of existing improvements, haul off, protection of existing facilities, dewatering, complete and in place.
9. Construct Downspout to Storm Drain Transition: The unit cost for each shall include full compensation for furnishing all labor, materials, tools, equipment, transport, phasing of work, temporary facilities, site maintenance, protection of existing improvements and sub-structures and incidentals for sawcutting, demolition, demolition of existing storm drain, and disposal of existing improvements, temporary rerouting of drainage, installation Storm Drain Pipe and Fittings, tying into main storm pipe per plan, including fittings and appurtenances, backfill, in conformance with specified drawings, and all appurtenances, complete and in place.
10. Adjust Utilities to Final Surface Elevations: The unit price paid for each includes all costs for labor, materials and equipment including, record location, lowering or raising to final elevations, protection of existing utilities, saw cutting, removal, disposal, cleaning, sweeping, adjustment to finish grade in accordance with owner standard details, concrete, and all appurtenances, complete and in place.
11. Protect Existing Trees: The lump sum price paid shall include full compensation for furnishing all labor, materials, tools, equipment, transport, phasing, protection, and incidentals for protection of existing trees as directed by City of Camarillo arborist, including restoration of disturbed or damaged trees, complete in place.
12. Construct Storm Drain Outlet: The unit cost for each shall include full compensation for furnishing all labor, materials, tools, equipment, transport, phasing of work, temporary facilities, site maintenance, protection of existing improvements and sub-structures and incidentals for sawcutting, demolition, demolition of existing storm drain, and disposal of existing improvements, temporary rerouting of drainage, tying into existing drop inlet, including fittings and appurtenances, backfill, in conformance with specified drawings, complete and in place.
13. Demo, clear, Grubbing, and Over Excavation: The lump sum price paid shall include full compensation for furnishing all labor, materials, tools, equipment, disposal, haul off, clean up, transport, phasing, sawcutting and demolition of existing concrete hardscape, root pruning, protection, restoration and grading of disturbed landscaping, scarify, compact, backfilled with clean soil of dirt clods 1/2" or larger, rough and finish grading, and compacted to 90% relative density, complete and in place.
14. Construct and Install 3" SCH 80 Sleeves: The unit price paid per lineal foot includes all costs for labor, materials and equipment, transport, sawcutting, removal and disposal, phasing, protection of substructures, installation of 3" PVC conduits using trenching per plan, conduits; demolition; excavation; installation of conduits including bends, sweeps, caps and connection to all other appurtenances (pull boxes, buildings, etc.); pull ropes; bedding material, backfill compaction restoration of trench, compaction, PCC improvements, forming, curing, joints, protection, finishing; Contractor shall contact Cox Communications, Verizon, SCE, The Gas Company and any other affected utilities to coordinate utility conflicts, complete and in place.
15. Construct and Install Conduit Pull Box: The unit price paid per each includes all costs for labor, materials and equipment including transport, sawcutting, preparation, protection of existing improvements and substructures, furnishing City of Camarillo selected pull box and installation in accordance with pull box manufacturer specifications, and all appurtenances, restoration of disturbed areas, complete and in-place.

16. Contractor must provide Bidder security with submission of bid. Contractor shall provide Payment and Performance Bonds prior to the commencement of work.
17. Contractor will be responsible for disposing of excavation and excess debris.
18. Contractor must always be responsible for maintaining the use of sidewalks, erection of temporary fencing and keeping the work area clear of debris.

**Use of Premises**

Contractor to provide 8' tall fence with green windscreen to surround the work area, at least on the front and both sides visible to the public. Contractor shall confine all tools, equipment, and materials to areas designated by the Fleet Facilities Manager or his designee. Such areas shall be kept clean and orderly at all times. The Contractor shall employ all protective measures during the work for public and staff protection and property as well as storm water maintenance and shall be responsible for any and all damage(s) to the work or property caused by the Contractor, including surrounding hardscapes and landscapes.

## **EXHIBIT B**

### **COMPENSATION**

The total compensation under this Contract is: **\$154,125**

Plus, an approved contingency, only after written approval of City, in the amount of \$38,530 for a total not to exceed amount of \$192,655

# EXHIBIT B

Specification No. AS-2023-2

## BID PROPOSAL

WORK IDENTIFICATION: **AS-2023-2, CAMARILLO RANCH HOUSE BARN IMPROVEMENTS**

NAME AND ADDRESS OF BIDDER: Bodagger Builders 1686 Lirio Ave. Ventura CA 93004

COMPLETION TIME: **30 WORKING DAYS** LIQUIDATED DAMAGES: **\$500 PER CALENDAR DAY**

ADDENDA - Bidder acknowledges receipt of Addenda(s) identified as:

Item No.	Item Description	Quantity	Unit	Lump Sum Price in Figures
<b>OPTION 1</b>				
1	Phase 1: Mobilization, noise & dust control, clean up	1	LS	\$7,520
2	Phase 1: Stormwater Maintenance Plan & Erosion control	1	LS	\$2,000
3	Phase 1: Construct & install 18" x 18" Jensen Precast Brooks Catch Basin with "ADA Conforming" and "Heel Proof" traffic related steel grate	3	EA	\$5,490
4	Phase 1: Construct & install 12" x 12" Jensen Precast Brooks Catch Basin with Iron Grate	3	EA	\$5,490
5	Phase 1: Construct 5" reinforced Portland Cement concrete sidewalk	2,000	SF	\$52,500
6	Phase 1: Construct and install 6" SDR 35 PVC storm drain pipe	200	LF	\$3,500
7	Phase 1: Construct outdoor patio perimeter fence post sleeves	1	LS	\$1,500
8	Phase 1: Construct downspout to storm drain transition	1	EA	\$875
9	Phase 1: Adjust utilities to final surface elevations	4	EA	\$2,000
10	Phase 1: Protect existing tree	1	LS	\$950
11	Phase 1: Construct storm drain outlet	1	EA	\$1,500
12	Phase 1: Demo, grubbing, and over excavation	1	LS	\$10,500
13	Phase 1: Construct and install 3" SCH 80 sleeves	300	LF	\$3,000
14	Phase 1: Construct and install conduit pull box	3	EA	\$3,000
<b>OPTION 1 TOTAL</b>				<b>\$99,825</b>
<b>OPTION 2</b>				
1	Phase 2: Mobilization, noise & dust control, clean up	1	LS	\$7,500
2	Phase 2: Stormwater Maintenance Plan & erosion control	1	LS	\$2,000
3	Phase 2: Construct 5" reinforced Portland Cement concrete sidewalk	1,100	SF	\$36,993
4	Phase 2: Construct roof drain downspout splash block	1	EA	\$850
5	Phase 2: Protect existing tree	1	LA	\$957
6	Phase 2: Demo, grubbing, and over excavation	1	LS	\$6,000
<b>OPTION 2 TOTAL</b>				<b>\$54,300</b>

**TOTAL BID FOR OPTIONS 1 AND 2 COMBINED \$154,125**

AUTHORIZED SIGNATURE: \_\_\_\_\_



PRINTED NAME: Diego Garcia

EMAIL: Diego@BodaggerBuilders.com

DEPARTMENT OF INDUSTRIAL RELATIONS NUMBER: 1001040911

CONTRACTOR'S STATE LICENSE NUMBER: 905498

PHONE NO. 805-647-0349

DATE: 5/21/2024

# 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	\$1,000,000 / \$2,000,000 Aggregate
Business Automobile Liability	\$1,000,000
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 the City of Camarillo, its officials, employees, and agents as "additional insureds" under the insurance coverage. **Additional Insured endorsement page must be provided.**

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. **Primary and noncontributory endorsement page must be provided.**

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. **Waiver of Subrogation endorsement page must be provided.**
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:

<u>905498</u>	<u>A, B, C-54</u>	<u>10/31/2025</u>
License Number	Class	Expiration Date

<u>05 / 22 / 2024</u>	<u>Bodagger Builders</u>
Date	<i>Diego Garcia</i>
	<u>Diego Garcia,</u>

(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  
PW-LR-1001040911.

Bodagger Builders

*Diego Garcia*

05 / 22 / 2024

Date

Diego Garcia,

(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.

05 / 22 / 2024

\_\_\_\_\_  
Date

Bodagger Builders

*Diego Garcia*

\_\_\_\_\_  
Diego Garcia,

BOND NO. \_\_\_\_\_

**PAYMENT BOND**

On \_\_\_\_\_, the City of Camarillo, California, a municipal corporation ("CITY"), awarded a contract ("Contract") to ("CONTRACTOR" or "PRINCIPAL"), for the work ("Work") identified as \_\_\_\_\_.

PRINCIPAL is required to furnish a bond under the Contract to secure the payment of claims of laborers, mechanics, material persons, and other persons as provided by law.

PRINCIPAL and \_\_\_\_\_, a corporation incorporated under the laws of the State of \_\_\_\_\_ and licensed by the State of California to execute bonds and undertakings as sole surety ("SURETY"), are held and firmly bound unto CITY in the sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_), lawful money of the United States, which may be increased or decreased by a rider hereto executed in the same manner as this bond, for the payment of which sum PRINCIPAL and SURETY bind themselves, their successors, and assigns, jointly and severally, by this instrument.

**BOND CONDITIONS**

1. PRINCIPAL will construct the Work identified in the Contract. Such performance will be in accordance with the Contract Documents identified in the Contract, which are hereby incorporated and made a part of this bond. CITY has estimated the required amount of the bond as shown above.
2. If PRINCIPAL, its heirs, executors, administrators, successors, assigns or subcontractors fail to pay any of the persons named in California Civil Code section 3181, or any amounts due under the California Unemployment Insurance Code with respect to work or labor performed under the Contract, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and its subcontractors under Unemployment Insurance Code section 13020, with respect to work or labor performed under the Contract, SURETY will pay for the same in an amount not exceeding the penal sum specified in this bond.
3. This bond inures to the benefit of any of the persons named in Civil Code section 3181 so as to give a right of action to such persons or their assigns in any suit brought upon this bond. In case suit is successfully brought upon this bond, SURETY further agrees to pay all reasonable attorneys' fees and costs in an amount fixed by the court.
4. This bond is conditioned upon and guarantees due compliance with all applicable law including, without limitation, the Camarillo Municipal Code.

- 5. SURETY agrees that no changes, extensions of time, alteration, or modification of the Contract or of the obligations to be performed thereunder will in any way affect its obligation on this bond, and waives notice of any such change, extension of time, alteration, or modification of the Contract or of the obligations to be performed. Furthermore, SURETY expressly waives the provisions of California Civil Code sections 2845 and 2849.
- 6. This bond consists of this instrument, the Contract and Contract Documents referenced above, and the following two attached exhibits, all of which are incorporated herein by reference:
  - A. A certified copy of the appointment, power of attorney, bylaws or other instrument entitling or authorizing the persons executing this bond to do so; and
  - B. A certificate issued by the county clerk for the county in which SURETY's representative is located conforming with California Code of Civil Procedure § 995.640 and stating that SURETY's certificate of authority has not been surrendered, revoked, cancelled, annulled, or suspended, or in the event that it has, that renewed authority has been granted.

IN WITNESS THEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

PRINCIPAL

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Telephone Number \_\_\_\_\_

Signature \_\_\_\_\_

SURETY

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Telephone Number \_\_\_\_\_

Signature \_\_\_\_\_

**\* ALL SIGNATURES ON THIS PAYMENT BOND MUST BE NOTARIZED USING APPROPRIATE 8½" x 11" NOTARY ACKNOWLEDGEMENT FORM.**

**\*\* Appropriate modifications will be made to this form if the bond is being furnished for the performance of an act not provided for by agreement.**

**\*\*\* Corporations must affix corporate seal.**

BOND NO. \_\_\_\_\_

**PERFORMANCE BOND**

On \_\_\_\_\_, the City Council of the City of Camarillo, California, a municipal corporation ("CITY"), awarded a contract ("Contract") to \_\_\_\_\_ ("CONTRACTOR" or "PRINCIPAL"), for the work ("Work") identified as \_\_\_\_\_

The Contract and related documents ("Contract Documents") are incorporated and made a part of this performance bond.

Under the Contract, CONTRACTOR is required to furnish this bond providing for the faithful performance of the Work

NOW, THEREFORE, we, CONTRACTOR, as PRINCIPAL, and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and duly authorized to transact business under the laws of the State of California, as SURETY, are held and firmly bound unto CITY, in the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), lawful money of the United States of America, this sum being not less than one hundred percent (100%) of the estimated amount payable by CITY under the terms of the Contract, PRINCIPAL and SURETY, bind ourselves and our heirs, executors, administrators, successors and assigns, jointly and severally, by this instrument.

**BOND CONDITIONS**

1. PRINCIPAL will perform the Work the identified in the Contract. CITY has estimated the required amount of the bond as shown above.
2. PRINCIPAL's performance of the Work will be done in accordance with the Contract Documents. Should PRINCIPAL fail to satisfactorily complete all required Work within the time allowed, CITY may, at its sole discretion, either (1) cause all required Work to be done and the parties executing this bond will be firmly bound for the payment of all necessary costs for the performance of this Work or (2) make demand upon the SURETY to complete the required Work in which event the SURETY will commence completion of the Work within 30 days of the CITY'S demand unless otherwise agreed in a writing signed by the parties.
3. PRINCIPAL will guarantee the Work against any defective work, labor, or materials for a period of one year following the completion and acceptance of the Work by CITY.
4. This bond is conditioned upon and guarantees due compliance with all applicable law including, without limitation, the Camarillo Municipal Code.

- 5. SURETY agrees that no changes, extensions of time, alteration, or modification of the Contract or of the obligations to be performed thereunder will in any way affect its obligation on this bond, and waives notice of any such change, extension of time, alteration, or modification of the Contract or of the obligations to be performed. Furthermore, SURETY expressly waives the provisions of California Civil Code sections 2845 and 2849.
- 6. This bond consists of this instrument, the Contract and Contract Documents referenced above, and the following two attached exhibits, all of which are incorporated herein by reference:
  - A. A certified copy of the appointment, power of attorney, bylaws or other instrument entitling or authorizing the persons executing this bond to do so; and
  - B. A certificate issued by the county clerk for the county in which SURETY's representative is located conforming with California Code of Civil Procedure § 995.640 and stating that SURETY's certificate of authority has not been surrendered, revoked, cancelled, annulled, or suspended, or in the event that it has, that renewed authority has been granted.
- 7. In case suit is brought upon this bond, the court will award and SURETY must pay, in addition to the face amount of this bond, all costs and reasonable attorney's fees incurred by CITY in successfully enforcing any obligation under this bond.

IN WITNESS THEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

PRINCIPAL

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Telephone Number \_\_\_\_\_

Signature \_\_\_\_\_

SURETY

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Telephone Number \_\_\_\_\_

Signature \_\_\_\_\_

- \* ALL SIGNATURES ON THIS PERFORMANCE BOND MUST BE NOTARIZED USING APPROPRIATE 8½" x 11" NOTARY ACKNOWLEDGEMENT FORM.**
- \*\* Appropriate modifications will be made to this form if the bond is being furnished for the performance of an act not provided for by agreement.**
- \*\*\* Corporations must affix corporate seal.**

### LIST OF SUBCONTRACTORS

WORK IDENTIFICATION: **Camarillo Ranch House Barn Improvements  
203 Camarillo Ranch Rd., Camarillo, CA 93012**

NAME AND ADDRESS OF BIDDER: **Bodagger Builders 1686 Lirio Ave., Ventura, CA 93004**

Name/Address/Phone No./State License Number of Subcontractor/City of Camarillo Business License Number	Department of Industrial Relations Registration Number*	Items of Work	Portion of Work (% of Contract Price)
A&A Concrete Inc 874119	1000058736	Concrete Flatwork	60%
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
		% of Total Contract Price by Subcontract	60%
		% of Total Contract Price by Contractor	40%

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

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Title	Agmt. 2024-127 City of Camarillo and Bodagger Builders
File name	2_-_Informal_Agreement.pdf
Document ID	a98f967e8e4526f9189bfee194cce156dcf6f0cd
Audit trail date format	MM / DD / YYYY
Status	● Signed

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## Document History



SENT

**05 / 22 / 2024**  
19:42:43 UTC

Sent for signature to Diego Garcia  
(diego@bodaggerbuilders.com) from  
dbarbarine@cityofcamarillo.org  
IP: 47.176.217.204



VIEWED

**05 / 22 / 2024**  
20:45:08 UTC

Viewed by Diego Garcia (diego@bodaggerbuilders.com)  
IP: 12.6.230.18



SIGNED

**05 / 22 / 2024**  
20:55:56 UTC

Signed by Diego Garcia (diego@bodaggerbuilders.com)  
IP: 12.6.230.18



COMPLETED

**05 / 22 / 2024**  
20:55:56 UTC

The document has been completed.