

CITY OF CAMARILLO
MAINTENANCE CONTRACT

This contract ("**Contract**") is effective as of July 1, 2024, 2024 ("**Effective Date**"), and is between the CITY OF CAMARILLO, a California general law city and municipal corporation (City), and Blackpointe Group Construction & Management 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 Contractor represents it is qualified to perform all of the Work (defined below) required under this Contract.
- 1.2 Contractor agrees to perform all such Work in the time and manner set forth in the Contract Documents (defined below).
- 1.3 The City have determined that the public interest, convenience and necessity require the execution of this Contract and its implementation.

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 Notice Inviting Bids
- 2.2 Bid Proposal, Bid Conditions, as accepted
- 2.3 Notice of Award
- 2.4 This Contract
- 2.5 Verification of California Contractor's License
- 2.6 Certificate of DIR Registration
- 2.7 Contractor's Certificate Regarding Workers' Compensation
- 2.8 Certificate(s) of Insurance
- 2.9 Prevailing Wage Scales
- 2.10 Addenda Nos. #1 dated 6/27/24 and #2 dated 7/8/24
- 2.11 Other documents (list here)

Exhibit A – Scope of Work

Exhibit B – Key Personnel & Compensation

Exhibit C – Insurance

Section 3. The Work.

- 3.1 The work ("**Work**") to be performed by Contractor is described in the Contract Documents.
- 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.
- 3.5 Contractor must make every reasonable effort to maintain the stability and continuity of Contractor's key personnel to perform the Work required under this Contract.
- 3.6 Contractor must obtain City's prior approval before utilizing any subcontractors to perform Work under this Contract. Approval must include the identity of the subcontractor and the terms of compensation and noted on the attached List of Subcontractors.
- 3.7 Contractor will not be compensated for any services rendered in connection with its performance of this Contract that are in addition to or outside of those set forth in the Contract Documents, unless such additional services or work are authorized in advance by City.

Section 4. Term and Termination.

- 4.1 Subject to Sections 4.2 and 4.3 below, the term of this Contract will be for a 36-month period commencing on the Effective Date, and may be extended for up to 2 additional one-year periods, based on the mutual agreement of the Parties.
- 4.2 City may terminate this Contract, with or without cause, at any time by written notice of termination to Contractor. If such notice is given, Contractor must cease immediately all Work in progress.
- 4.3 Contractor may terminate this Contract at any time upon 90 days' prior written notice of termination to City.
- 4.4 Upon termination of this Contract by either Contractor or City, all property belonging exclusively to City which is in Contractor's possession must be returned to City. Contractor must promptly deliver to City a final invoice for all outstanding services performed and expenses incurred by Contractor as of the date of termination. Compensation for Work in progress not based on an hourly rate will be prorated based on the percentage of Work completed as of the date of termination.
- 4.5 Contractor acknowledges City's rights to terminate this Contract as provided in this section, and hereby waives any and all claims for damages that might otherwise arise from City's termination of this Contract.

Section 5. Time to Perform the Work.

- 5.1 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.

- 5.2 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.
- 5.3 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 6. Compensation and Payment.

- 6.1 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. If during the term of this contract the applicable prevailing wage rate increases, the Contractor may request a contract modification as outlined in Section 15.5 annually on the anniversary date of the contract.
- 6.2 Contractor must furnish City with an invoice for the Work performed in accordance with the Contract Documents. Contractor may not submit an invoice more often than once every 30 days.
- 6.3 City will review each invoice 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 invoice.
- 6.4 If City disputes any item on an invoice, 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.
- 6.5 Except as to any charges for the Work performed that City disputes, 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.
- 6.6 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 7. Labor Code and Prevailing Wage Requirements.

- 7.1 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.
- 7.2 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>.

- 7.3 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.
- 7.4 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.
- 7.5 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.
- 7.6 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.
- 7.7 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>.

- 7.8 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 with the DIR and qualified to perform public work pursuant to Labor Code section 1725.5. Contractor must obtain proof of such registration from all such subcontractors.”
- 7.9 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 8. 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 9. General Legal Compliance; Contractor Claims.

- 9.1 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.
- 9.2 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.
- 9.3 Contractor must maintain a valid California Contractor’s License throughout the term of this Contract.
- 9.4 In the event Contractor has any claims (as such term is defined in Public Contracts Code section 9204) against City, the Parties will follow the applicable dispute resolution process set forth in Section 9204 which, among other things, establishes procedures for the submission of a claim to the City, including the submission of reasonable documentation to support the claim, time periods for the City to respond in writing to the claim, a meet and confer process, and a non-binding mediation process.

Section 10. 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, 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 Work. 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 11. 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 12. Indemnification.

- 12.1 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.
- 12.2 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.
- 12.3 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.

- 12.4 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.
- 12.5 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.
- 12.6 For the purposes of this section, "City" includes City's officers, officials, employees and agents.
- 12.7 The provisions of this section will survive the expiration or earlier termination of this Agreement.

Section 13. 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 14. Notice.

- 14.1 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
Attn: Ken Matsuoka
(Tel.) 805-388-5340
(Fax) 805-388-5387
 - To Contractor: Blackpointe Group Construction & Management Inc.
11972 Hertz Avenue
Moorpark, CA 93021
Attn: Victor Schittone
(Tel.) 888-707-4474 x 107
(Fax) 888-400-6478
- 14.2 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.

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

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. City Court, venue will be in the Central City of California, in Los Angeles.

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

BLACKPOINTE GROUP CONSTRUCTION & MANAGEMENT INC a California corporation

Victor Schittone
Victor Schittone, Secretary

Laurel Schittone
Laurel Schittone, CEO/CFO

044222
Camarillo Business Tax Certificate Number

12/31/2024
Expiration Date

EXHIBIT A

SCOPE OF WORK

CITY OF CAMARILLO
DEPARTMENT OF PUBLIC WORKS

BID CONDITIONS

SPECIFICATION NO. MC-2024-4
Ditch, Culvert, and Detention Basin Maintenance

All of the following conditions apply to ditch, culvert, and detention basin maintenance services bid upon and furnished to the CITY OF CAMARILLO (CITY). Use of the term "shall" signifies a mandatory requirement that will be enforced. BY SIGNING AND DATING THIS DOCUMENT, CONTRACTOR (hereinafter BIDDER) AGREES TO COMPLY WITH ALL CONDITIONS LISTED BELOW.

1. MINIMUM SPECIFICATION REQUIREMENTS

- A. All materials to be furnished shall be new and unused.
- B. Workmanship is to be first class throughout. Materials shall be free from defects which detract from appearance, or which may impair serviceability.
- C. Minimum experience of five years performing similar work for public agencies.
- D. **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.
- E. **Labor Code Compliance:** Any contract entered into pursuant to this Notice will incorporate the applicable provisions of the California Labor Code.
- F. **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.

2. COST AND PERIOD COVERED

- A. The maintenance contract established through this solicitation will be valid for three (3) years and may be extended by mutual agreement for up to two (2) one-year terms. Bid prices shall remain firm during the maintenance contract. Contractor may submit a request for adjustments to compensation for cost-of-living increases each year based on the February Consumer Price Index for All Urban Consumers (CPI-U) in the Los Angeles Region.

EXHIBIT A

Specification No. MC-2024-4

The request for cost-of-living increases must be submitted to the Director of Public Works by March 30 of each year and such increase will not become effective until the anniversary date of the contract.

3. INSPECTION AND ACCEPTANCE

- A. Services will be inspected by CITY's Department of Public Works Stormwater Representative. BIDDER will be notified as soon as practical of exceptions requiring correction. Payment for services will not be made until any required corrections have been completed. Time allotted for corrections will be determined on a case-by-case basis.

4. SAFETY STANDARDS

- A. All services and materials supplied shall comply with all federal, state and other laws relative thereto. BIDDER further agrees that the services proposed shall comply with all applicable federal and state occupational safety and health laws, standards and regulations, and that BIDDER will indemnify and hold CITY harmless for any failure to so conform.

5. AWARD

- A. Award will be made to the lowest responsible BIDDER. Taken into consideration will be the conformation of the services and materials with the specifications, suitability to requirements, delivery terms and guarantee clauses.

6. BID WITHDRAWAL

- A. Bid may be withdrawn via the City of Camarillo Planet Bids portal prior to the exact hour and date specified for receipt of bids.

7. BID BOND SECURITY

- A. The bid must be accompanied by bidder's scanned security uploaded to PlanetBids in an amount equal to ten percent (10%) of the bid amount, which security must be lawful money of the United States of America and in one of the following forms: (i) cash (cash cannot be scanned; it must be submitted to the Public Works Department front counter at least one hour prior to the bid submission deadline); (ii) cashier's check made payable to City; (iii) certified check made payable to City; or (iv) bid bond executed by a surety insurer authorized to do business in the State of California and made payable to City. If the security is a bid bond, it must be submitted on the form which is part of the Bid Proposal or on a form substantially similar thereto. (Public Contract Code § 20170).

All bids must be accompanied with an uploaded scanned copy of the bid security uploaded to PlanetBids. The original security of the three (3) lowest bidders must be submitted to the Public Works Department at 601 Carmen Drive, Camarillo, California 93010, in a sealed envelope and be received or postmarked within three (3) City business days after the bid due date and time for the bid to be considered. The sealed envelope

should list the Bidder's Name and be plainly marked on the outside, "SEALED BID SECURITY FOR DITCH, CULVERT, AND DETENTION BASIN MAINTENANCE - PROJECT NO. MC-2024-4."

B. Bids to Remain Open

All bids will remain open for 60 days after the date of the opening of bids. Prior to that date, City may, at its sole discretion, (i) release any bid and return the bidder's security, or (ii) release all bids and return all bidder's security, upon the successful bidder's furnishing of the required bonds and certificate and any other required documents and return to City the required number of executed copies of the Contract.

8. DELIVERY OF CONTRACT

- A. Prior to City Council award, the successful bidder 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, and signed Contract (digitally signed via Dropbox Sign).

9. BID PROTEST

- A. All protests must be submitted to the Office of the City Clerk by email or facsimile transmission within five (5) business days from the date of the intended award.

10. GENERAL

- A. BIDDER shall state in figures (not words) the unit price for which it proposes to supply and deliver the material(s) and services described herein and shall segregate its bid in accordance with the item(s) shown.

In the event that a discrepancy occurs between the unit price and the total lump sum price, the unit price shall prevail and the total lump sum price shall be corrected accordingly.

- B. BIDDER shall hold CITY, its officials, officers, employees, representatives and agents, harmless from liability of any nature or kind on account of use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliance(s) furnished or used under this bid.
- C. BIDDER certifies that it does not discriminate against employees or job applicants based on race, color, religion, ancestry or national origin and otherwise conforms to all provisions of state and federal fair employment practices.
- D. BIDDER certifies that they have read and understand the FORM Maintenance Services Contract for MC-2024-4, Ditch, Culvert, and

EXHIBIT A

Specification No. MC-2024-4

Detention Basin Maintenance, and also the contract liability insurance requirements, Commercial General Liability, \$2,000,000/\$4,000,000 Aggregate; Business Automobile Liability, \$1,000,000; Workers' Compensation, Statutory Requirements; Professional Liability, \$1,000,000 as outlined in Exhibit C attached thereto.

11. ADDENDA

A. A bid in which the Acknowledgement of Addenda Received form is missing, or in which the receipt of each Addendum issued has not been acknowledge, may be considered nonresponsive and may be rejected.

B. BIDDER acknowledges receipt of Addenda via the City of Camarillo PlanetBids portal identified as: _____

6/27/2024 Q & A Set 1, and 7/8/2024 Q & A Set 2

12. QUALIFICATIONS

A. The following statements as to experience and financial qualifications of the BIDDER must be submitted as part of this bid and the truthfulness and accuracy of the information is guaranteed by the BIDDER.

13. EXPERIENCE

A. BIDDER experience in work of nature similar to that covered in this bid extends over a period of five years.

B. The BIDDER has never failed to satisfactorily complete an awarded contract, except as follows (list all exceptions and reasons therefore):

N/A

EXHIBIT A

Specification No. MC-2024-4

14. REFERENCES

- A. List three (3) most recent municipal contracts. Provide names, phone numbers, and addresses.

City of Ventura - Catch Basin Storm Drain Maintenance

Peter Shellenbarger (805) 766-5812, 501 Poli St., Ventura, CA 93001

Goleta Water District - Corona Reservoir (805) 879-4651

Brianna Wiley, Project Lead - 4699 Hollister Ave., Goleta, CA 93110

City of Oxnard - Catch Basin Cleaning (805) 271-2215

Ray Trevino, Project Manager, 305 W. 3rd St., East Wing, 3rd Fl., Oxnard, CA 93030

I have read and agree to comply with each of the above conditions in regard to the services and materials that I am proposing on the BID PROPOSAL, attached as Exhibit B, and in conformance with the SCOPE OF WORK, attached as Exhibit A.

COMPANY: Blackpointe Group Construction & Management Inc

AUTHORIZED SIGNATURE: 

PRINTED NAME: Victor Schittone

TITLE: President

DEPARTMENT OF INDUSTRIAL RELATIONS NUMBER: 1000550023

CONTRACTOR LICENCE NUMBER: 969297

CLASS: A & B EXPIRATION DATE: 12-31-2025

DATE: 07-10-2024

EXHIBIT A
SCOPE OF WORK
FOR
SPECIFICATION NO. MC-2024-4
DITCH, CULVERT, AND DETENTION BASIN MAINTENANCE
SECTION 700
GENERAL CONDITIONS

700.1 DESCRIPTION

Request for bids for materials, labor, supervision and equipment necessary to perform all work required for the maintenance of all City of Camarillo (City) maintained ditches, culverts, and detention basins (collectively referred to as “storm drain structures”) of City properties in accordance with all of the conditions of these specifications. As used in this Scope of Work, all references to Public Works Director include the Director’s designee.

Contractor will need to be able to devote the necessary resources to completing this project with the highest level of service so the City will be able to meet all State and Federal regulations in a timely manner.

All of the following conditions apply to the material, equipment and/or services that are bid upon and furnished to the City. Use of the term “shall” signifies a mandatory requirement that will be enforced. BY SIGNING AND DATING THE BID PROPOSAL, CONTRACTOR AGREES TO COMPLY WITH ALL CONDITIONS LISTED BELOW. ANY EXCEPTIONS MUST BE ATTACHED TO THIS DOCUMENT.

700.2 CONTRACT DOCUMENTS

The location of the work and other pertinent information is available in the form of a map on the City’s website at www.cityofcamarillo.org. Additionally, Appendix A – Spreadsheet of City maintained stormwater ditches, culverts, detention basins and other City properties to be maintained, provides location of work and other pertinent information. It is advised for bidder to review locations. Please contact the City Stormwater Representative to observe current conditions, if necessary.

700.3 BASIS OF SPECIFICATIONS

Unless otherwise noted in these Contract Documents, the basis of specifications for this project shall adhere to the City ordinances, and the Standard Specifications for Public Works Construction “Greenbook” 2018 edition. If there are any conflicts between the Greenbook and the Contract Documents, the Contract Documents shall govern.

700.4 STORMWATER QUALITY MITIGATION–BEST MANAGEMENT PRACTICES (BMPS)

Contractor shall comply with the Waste Discharge Requirements and National Pollutant Discharge Elimination System (NPDES) Permit for Municipal Separate Storm Sewer System (MS4) Discharges within the Coastal Watersheds of Los Angeles and Ventura Counties, Permit No. CAS004004, Board Order R4-2021-0105. (Permit). The Permit governs stormwater and non-stormwater discharges resulting from areas owned and operated by City. In order to comply with the Permit requirements, City has developed best management practices (BMPs) that parties conducting the municipal activities must adhere to. These BMPs apply to any party conducting municipal activities and contain pollution prevention and source control techniques to minimize the impact of those activities upon dry-weather urban runoff, storm-water runoff, and receiving water quality. Work performed under this contract shall conform to the Permit requirements. At a minimum, the following BMPs apply to the storm drain structure maintenance:

- a. Contractor shall complete a Stormwater Quality Pollution Control Plan (SWPCP) on the attached City template. Contractor must maintain and implement the SWPCP during life of the contract.
- b. Contractor must train employees and subcontractors on proper best management practices, general good housekeeping, and proper spill containment and cleanup. Before start of work and annually thereafter by June 1, Contractor shall provide City with written documentation of training.
- c. All materials and excavated debris must be collected and removed from the jobsite prior to end of the day. Any materials/debris deposited on public right-of-way or adjacent properties during the cleaning operation shall be swept up and removed properly. The job site must be left clean at the end of the day.
- d. In the event excavated material needs to be stockpiled before removal, it must be covered before any rain event.
- e. Maintain equipment in good working condition and purchase replacement equipment as needed.
- f. Operate vehicles and equipment at the manufacturer required optimal speed levels to increase effectiveness.
- g. No fueling of equipment or vehicles shall occur near storm drain ditches, drains, inlets, culverts, and detention basins.
- h. Regularly inspect vehicles and equipment for leaks and repair immediately.
- i. Ensure proper transport of excavated materials/debris is conducted, including but not limited to the covering of loads.
- j. Properly dispose of excavated materials/debris in authorized location.
- k. Have spill clean-up materials readily available and clean up spills immediately using dry methods if possible. Properly dispose of spill cleanup material.

700.5 ENCROACHMENT PERMIT & CITY BUSINESS LICENSE

All work must be performed under a no-fee City of Camarillo Encroachment Permit to be obtained by Contractor.

Contractor shall obtain and maintain a current City of Camarillo Business License.

700.6 TRAFFIC CONTROL

Contractor shall provide and receive City Transportation Engineer approval on a traffic control plan before start of work.

Traffic control shall include all labor, tools, equipment, transportation and incidentals necessary to maintain and control all vehicle and pedestrian traffic through the jobsite.

All such work shall conform to the California Manual of Uniform Traffic Control Devices, Most Recent Edition.

All work area traffic control devices, materials and equipment shall be in like new condition, as determined by the City Transportation 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 Transportation Engineer or their representative to suspend the work.

The compensation for furnishing, placing, maintaining and removing traffic cones, telescoping tree flags, advanced warning signs, flagmen, multiple message boards, solar-powered flashing beacons, barricades and other safety devices, as required for public safety or as directed by the City Transportation 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 therefore.

700.7 WORK HOURS

Work shall be done only on weekdays, Monday through Friday, excluding holidays, between 7:00 a.m. and 4:00 p.m. No contract 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 Transportation Engineer.

700.8 SEQUENCE OF WORK

- a. Contractor submits required insurance documents, licenses, certifications, SWPCP, and documentation of employee BMP training, traffic control plans, etc. for City review and approval.
- b. Contract executed by Contractor via Dropbox Sign prior to City Council approval.
- c. Contract executed by City after City Council approval.
- d. Contractor obtains City encroachment permit.

- e. Contractor submits a work schedule for City approval.
- f. City issues approval to start work.
- g. Contractor contacts Underground Service Alert (USA) at 1-800-422-4133 to have existing underground utility locations marked. This is to be performed prior to any maintenance of ditches, culverts, detention basins, and drains (storm drain structures) as noted on location list.

700.9 JOBSITE CONDITIONS

It will be Contractor's responsibility to examine each 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 Stormwater Representative prior to commencing the work.

700.10 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.

700.11 SAFETY REQUIREMENTS

Contractor and its employees shall wear all OSHA required safety gear, including safety vests, eye protection, gloves, helmets, etc.

700.12 NOISE ABATEMENT

A maximum noise level limit of eighty-five (85) decibels at a distance of fifty (50) feet shall apply to all vehicles and 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 protection of personnel. The use of generators, wood chippers, loud saws or other mechanical devices between the hours of 5:00 p.m. and 8:00 a.m. shall not be permitted unless approved by the City Transportation Engineer.

700.13 MEASUREMENT AND PAYMENT

The costs of all labor, material and equipment necessary to complete the work as described in the contract drawings, specifications, and General Conditions, must be included in the prices for each bid item, either as a lump sum or by final quantities, whatever is indicated. The final payment quantities will be based on the actual work completed.

No separate payment will be made for work or other features as required in this Section 700, General Conditions. 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.

END OF SECTION 700

SECTION 701**DITCH, CULVERT, DETENTION BASIN MAINTENANCE SERVICES****701.1 SCHEDULE**

Biannual maintenance and completion of required documentation per General Conditions and Scope of Work herein of City-maintained ditches, culverts, detention basins, and related stormwater conveyances. Start of maintenance shall begin within two weeks of September 1st, and within two weeks of April 30 each year, unless prior schedule modifications are approved by the City. Special cleanouts may be requested by City staff after significant rain events. Contractor shall complete required documentation on City form (see Appendix B1).

701.2 CONTACTS

Contractor must contact City Stormwater Representative to coordinate maintenance schedule prior to start of work (each job).

701.3 MAINTENANCE REQUIREMENTS

Contractor shall remove sediment, debris and trash from ditches, culverts, detention basins, drop inlets, standpipes, and parkway drains (storm drain structures) as outlined below.

Cleaning Methods of Detention Basins, Concrete and Earthen Ditches, Culverts, Parkway Drain/Culvert, Standpipes, and Drop Inlet:

- a. Cleaning of the storm drain structure includes removal of all debris (trash, landscape debris, sediment) in the structure, including the area around and inside standpipes or drop inlets, entire length of the parkway drain, and the flow line and side slopes of the structures. Some of the structures may require removal and disposal of stagnant water to a proper disposal facility via a vactor-type truck.
- b. In the event water is needed to clean the storm drain structures, all wastewater shall be vacuumed and transported by Contractor to a proper disposal facility. Contractor shall plug outlet pipes to prevent any wash water from entering storm drain line and shall vacuum wash water for proper disposal. In the event water is present during maintenance, Contractor must remove all water and Contractor will be responsible for transportation to a proper disposal facility. Contractor shall be responsible for disposal costs of the water removed.
- c. Contractor shall use proper vehicles and equipment for the cleanout of all storm drain structures. Equipment must be maintained in good mechanical condition. Contractor must maintain all equipment sufficient to meet all obligations and schedules herein. Equipment may not be stored on residential streets. All trucks must have an operational strobe and back-up alarm must conform to all City, County, State and Federal safety requirements.
- d. EJ Harrison & Sons Inc. must be used as the hauler for solid waste (i.e. sediment, vegetation, trash, etc.). All debris shall be removed and transported to an EJ Harrison & Sons Inc. rolloff bin. Contractor is responsible for coordinating, ordering and costs of the rolloff bin and disposal. Contractor is responsible for security of the rolloff bin

to avoid others from dumping trash into the bin. Location of the bin will be determined upon award of bid, which will be a location in Camarillo. Material must be covered properly during transport. Contractor shall be responsible for all disposal costs of the debris removed. Contractor will be responsible for securing all City gates and fences in the same position as found before opening them.

- e. Per Section 700-8 herein, Contractor shall be responsible for contacting Underground Service Alert and ensuring all utility lines have been marked prior to conducting maintenance work and remain visible during term of work.

Weed Abatement Methods of Select Ditches and Detention Basins:

- a. Weed abatement in select ditches and basins is needed in the event it is impeding the flow of water. Methods used can be by hand removal, discing, or flail mower. Contractor must execute proper traffic control, safety practices, dust control methods, and must protect the public at all times during weed abatement operations. The Contractor shall be required to abate weeds and remove debris from locations that have varying terrain and soils types, e.g., sandy, clay, or rocky. Contractor must have the type of vehicles and equipment that have the capability to traverse a variety of terrains and soil conditions. Lack of appropriate vehicles and equipment will not be an acceptable reason for operational delays.

Cleaning Methods of Fencelines:

- a. Cleaning of the fencelines includes the removal of all trash from along the fenceline.

701.4 REQUIRED DOCUMENTATION

City will provide Contractor with the City of Camarillo's list of ditches, culverts, detention basins and drains (storm drain structures). City will provide any special conditions for certain areas as well as identify the priority ranking.

Contractor shall complete City's maintenance form during all cleanouts (see Appendix B1). Contractor shall provide City with field copy of maintenance forms on the last day after completion of each cleanout job. Contractor shall also photo document all storm drain structures before and after the cleanout in the correct format per City standard (see Appendix B2). Photo documentation includes a photograph before the cleanout and after the cleanout of the storm drain structure. Contractor shall use a camera/photo program, such as the Solocator GPS Camera App, that imprints the date and time on each photograph. Contractor shall provide City with flash drive of the photo documentation within one week after the last storm drain structure was cleaned out during the pre-rainy season or post-rainy season work.

701.5 ADDITIONAL PROVISIONS

- a. Contractor shall provide and shall receive City Transportation Engineer approval on a traffic control plan before start of work. Contractor shall be responsible for implementing City approved traffic control plan.
- b. This is a prevailing wage job and Contractor shall be registered with the State Department of Industrial Relations (DIR).

1. **Required Contractor and Subcontractor DIR Registration:** The City will accept bids only from Contractors 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 Contractor 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 Contractor 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.
 2. **Labor Code Compliance:** Any contract entered into pursuant to this Notice will incorporate the applicable provisions of the California Labor Code.
 3. **Prevailing Wage Laws:** The successful Contractor must comply with all prevailing wage laws applicable to the project, and related requirements contained in the contract documents.
- c. **Drivers.** Contractor must employ competent and experienced drivers and mechanics sufficient to meet all obligations herein. Operators and other agents responsible for public contact must be in uniform or work clothing suitable for public contact as determined by the Director of Public Works. All drivers must be licensed as required by the State of California to operate the equipment required herein. Contractor must maintain a reserve level of staffing to meet all existing and future needs of this agreement. All drivers will be required to communicate effectively in the English language.
 - d. **Storage of Equipment.** City will not be responsible for any damage, loss or theft from any equipment, supplies or personal vehicles. Vehicles or equipment may not be stored on City streets at any time.
 - e. **Licenses.** All maintenance services must be provided in accordance with all City ordinances and applicable Federal, State and County laws. This includes all licenses, permits, and approvals required by regulatory authorities. Contractor must provide all necessary operational information and data that may be required to complete the reporting requirements of any legally established regulatory agency. Contractor shall have an active State of California Contractor's license, Class A, City of Camarillo Business License and be registered with the California Department of Industrial Relations (DIR) and provide City with DIR number.

701.6 TERM OF AGREEMENT

The Agreement will be for a three (3) year period and may be extended by mutual agreement for up to two (2) one-year terms. Contractor's performance will be formally reviewed on an annual basis. Contractor may submit a request for adjustments to compensation for cost-of-living increases each year based on the February Consumer Price Index for All Urban Consumers in the Los Angeles Region. The request for cost-of-living increases must be submitted to the Director of Public Works by March 30 of each year and such increase will not become effective until the anniversary date of the contract.

701.7 QUANTITIES ESTIMATED

Quantities listed may be more/less than that which is actually stated.

701.8 PAYMENT TO CONTRACTOR

Contractor must provide an invoice along with required maintenance documentation and photo documentation on each storm drain structure cleanout. City reserves the right to withhold payment for missed, incomplete or unsatisfactory performance in an amount proportionate to the failure as determined by the Director of Public Works.

701.9 LIQUIDATED DAMAGES

Failure of Contractor to complete the work in accordance with specifications will result in damages being sustained by City. Such damages are, and will continue to be, impractical and extremely difficult to determine.

The following events may result in liquidated damages:

- a. Poor results; i.e., leaves, trash, dirt, sediment, etc., left behind or washed down into storm drain line or waterbody.
- b. Inadequate paperwork received by City.
- c. Any failure or refusal by Contractor to perform in accordance with the terms of this contract.

Contractor will be notified in writing by the City if any of the above listed events occur. Contractor must respond within five calendar days with a written plan stating how compliance will be corrected. Contractor must remedy the deficiency within 5 calendar days of notice. If Contractor doesn't remedy the deficiency within 5 calendar days, City will have the right to withhold payment of the work until resolved, and Liquidated Damages of \$500.00 per day will be assessed until resolved. Liquidated Damages will be assessed in the amount of \$500.00 per calendar day for each day beyond the term of Agreement for work not completed.

Execution of the Agreement will constitute an agreement by the City and Contractor that the estimates for liquidated damages are reasonable. Such sum will be liquidated damages and may not be construed as a penalty. The liquidated damages may be deducted from payments due to Contractor if such delay occurs.

Repeated instances of failure to perform, and/or disregard of the requirements of the Agreement, as determined by the Director of Public Works, will result in the cancellation of the Agreement.

701.10 DAMAGES TO CITY AND/OR PRIVATE PROPERTY

The Contractor will perform all the contracted services in such a manner that no property belonging to the City of Camarillo, other agencies, or private property owner's building or assets are damaged. In the event that damage does occur to property of the City of Camarillo, other agencies, or any adjacent property owner's buildings or assets for any reason from services performed under this Contract, the Contractor will replace or repair damage to the satisfaction of the City and/or the affected property owner at the Contractor's expense.

END OF SECTION 701

APPENDIX A

Specification MC-2024-4

Ditch, Culvert, Detention Basins, Misc. Storm Drain Structure Information

No.	Street	Cross Street/ Nearest Street	Notes	Type	Estimated Measurement (Linear Feet)	Estimated Measurement (Square Feet)	Dig Alert Needed	Zone (Info. For City Purchase Order)
1	Adohr Ln. n/s from Cal-Trans yard to Conejo Creek	Adohr Ln.	n/s from Cal-Trans Yard to Conejo	Earthen Ditch	2,000	11,200	X	0
2	Antonio Ave.	Fieldgate	Antonio to Fieldgate (between library and Sares Regis Basin) Includes maint. of grass swale at upstream entrance to ditch; downstream of library. Complete with No. 33. There is a grass swale at the entrance to this ditch starting on Fieldgate side. Refer to Technical Guidance Manual BIO-3 spec.	Earthen Ditch & Grass Swale	1,615	11,000	X	7
3a	6143 Armitos			Detention Basin	265	4,100		3
3b	6215/6237 Armitos		Notify Property owners at 6215 ^ 6237 Armitos; Post No Parking Signs on access road and at basin if necessary. If digging nec., need Dig Alert	Detention Basin	310	6,650	X	3
4	Avenida De Aprisa	across from 1117 Ave. De Aprisa to West Ponderosa	From Catch Basins B-10 110 to B-10 111 & also clean Drain B-10111	Concrete Ditch & clean inlet B-10111	1,070	5,500		6
5	Ventura Blvd West	Formerly Bajo Agua, X St.-Verdulera	north of Camarillo Hills Drain	Culvert/box	290	4,000	X	0
6	Calle Alberca (1850)	Calle Converse	Clean 3 parkway drains and upstream Vditches. 1 on each side of driveway to 1850 Calle Alberca/water tank and one at bottom of culdesac (the one at bottom - clean VC 2-3 ft upstream of sidewalk Culvert)	Concrete Ditch & 3 Parkway/Sidewalk Drains	10	30		5
7	Calle La Palmera	Calle La Sombra	Dead end	Concrete Ditch & clean inlet F-11107	150	700		0
8	Calle Plano (740)		At rear of Power one	Earthen Ditch	1,565	10,300	X	0
9	Calle Quetzal	Calle Plano	Dead end to Conejo Creek n/side	Earthen Ditch	1,950	86,900	X	0
10	Central Ave.	West Ponderosa	n/s from W. Ponderosa to County Line	Earthen Ditch	785	8,500	X	0

No.	Street	Cross Street/ Nearest Street	Notes	Type	Estimated Measurement (Linear Feet)	Estimated Measurement (Square Feet)	Dig Alert Needed	Zone (Info. For City Purchase Order)
11	Cerro Vista	Calle Higuera (894)	Vista Las Posas Tract	Detention Basin	745	29,050	X	8
12	4847 Colony	Mission Oaks	Post No Parking Signs in front of sidewalk culvert	Parkway Drain	65	150		1
13	4707 Colony	Mission Oaks	Post No Parking Signs in front of sidewalk culvert	Parkway Drain	65	150		1
15	Dawson	101 Frwy (under bridge)		Concrete Ditch	85	200		0
16	Del Norte	Central Ave.	At Trailer park	Concrete Ditch	815	23,500	X	0
17	Earl Joseph Dr.	Greenlawn Ave.		Detention Basin	330	6,000		0
18	Encino	Valley Vista Dr.		Concrete Ditch	40	220		0
19a	Oak Canyon	Access off Oak Canyon	Obtain key to gate from City Inspector; remove extra sediment that impedes drainage. May need to remove standing water in ditch at outlet s/o Mission Oaks Blvd.; Note 6/8/22 removed stagnant water	Earthen Ditch & 2 standpipes; one on Oak Canyon side; one below tennis courts; May need to remove standing water in ditch at outlet s/o Mission Oaks Blvd..	1,400	28,125	X	1
19b	Woodcreek Rd.	Fieldcrest , Access off Oak Canyon	F-Canyon	Drop Inlet and Earthen Ditch	125	350		1
20	Las Posas Rd.	Pleasant Valley Rd.	East side of Los Posas	Earthen Ditch	1,240	19,500	X	0
21	Las Posas Rd.	Pleasant Valley Rd.	West side, between PV and Fire Station	Earthen Ditch	1,940	48,000	X	0
22	Vista Del Mar	Valley Vista		Earthen Ditch/Culvert	70	150	X	0
23	Mesa Dr. Btwn. 282 and 488 (both sides)	Plateau	Check concrete sandbags in upstream ditch for maintenance	Earthen Ditch & concrete sandbag check dams upstream	1,950	14,550	X	0
24	Pancho Rd.	Calle Quetzal	West side, between C. Quetzal and Howard Rd.	Earthen Ditch	4,010	34,060	X	0
25	Paseo Del Campo	Creekside above Calleguas Creek	Obtain key to gate to access road gate from City Inspector	Culvert Box	135	1,600		1
26	Paseo Noche		Dead end	Culvert Box	75	1,000		1
27	Pleasant Valley Rd.	North side btwn. Pump Sta. 3 and Las Posas Rd.	Earthen ditch and culvert under Pump Sta. 3 driveway	Earthen Ditch & Culvert	385	6,700	X	0

No.	Street	Cross Street/ Nearest Street	Notes	Type	Estimated Measurement (Linear Feet)	Estimated Measurement (Square Feet)	Dig Alert Needed	Zone (Info. For City Purchase Order)
28	Ponderosa Dr. (West)	Central Ave.	Next to Carriage Barn	Earthen Ditch	200	2,100	X	0
30	San Onofre	Cervato	Includes access road maintenance, and vactoring water.	Earthen & Concrete Ditch	1,400	17,000	X	1
31a	Santa Rosa Rd.	X is Oak Canyon Leisure Village Dr.	City vactored water, used 4' rolloff	Concrete Ditch	115	500		1
31b	Santa Rosa Rd.	West of Oak canyon	1400 ft. Concrete Vditch starting approx. 160 ft W/o Oak canyon for approx 1400 ft.	Concrete V-Ditch	1,445	6,600		1
32	Santa Rosa Rd.	Tuscan Grove Pl.		Concrete Ditch	170	600	X	1
33	Antonio Ave. (2310 1/2)	Mar Vista	Detention Basin (Sares Regis)	Detention Basin (earthen with pumps)	1,790	204,600	X	7
34	Valley Vista Dr. (291)	Vista Del Mar		Earthen Ditch/Culvert	64	200	X	0
35	Ventura Bl.	W. Ventura Blvd (old Bajo Agua) Runs parallel to 101 frwy	Obtain key to gate from City Inspector	Earthen Ditch	565	14,100	X	0
36	Ventura Bl.	Central Ave.	West of Central, next to 101 Fwy	Culvert/box	280	2,250		0
37	Wood Rd.	Ventura BLvd.	Between Ventura Blvd. and Cam. Hills Drain	Earthen Ditch	1,890	34,500	X	0
38	Woodcreek Rd.		Behind Fire Station	Concrete Ditch	1,000	8,500		1
39	2645 Rocklyn	Saturn	Post No Parking Signs in front of sidewalk culvert	4' concrete ditch and sdwk. culvert	150	600		0
40	Pickwick	Arneill	Cam Hills Drain, VCWPD channel, City removes trash only. Behind 2291 Pickwick (AutoZone)	Concrete Ditch (trash removal only)	630	4,500		0
41	Valley Vista	Encino		Culvert Box and Concrete Ditch	55	450		0
42	Santa Rosa Rd.	Morongo	Behind 7022 Quito Ct. (Landscape Contractor cleans V-Ditch; SW cleans Sidewalk Culvert)	Sidewalk Culvert	610	3,400		1
43	1819 Cervato Dr.	Cervato at bottom of driveway	Notify 1819 Cervato property owner; and obtain key to City lock from City Insp. Be sure to interlock City lock with property owner lock when done.	Culvert	25	345		1
44	Pleasant Valley Rd.	West from Southfield (approx. btwn. 1650 & 1500 PV Rd)		Earthen Ditch - Includes areas under driveways	6,955	46,985	X	0
45	413 Calle Higuera			Concrete V-ditch	130	1,750		5

No.	Street	Cross Street/ Nearest Street	Notes	Type	Estimated Measurement (Linear Feet)	Estimated Measurement (Square Feet)	Dig Alert Needed	Zone (Info. For City Purchase Order)
47	Daily Dr. North	w/o 505 N. Wood Rd. e/o Central	Receives Ag runoff; may need to send them letter to clean their side	Culvert Box (2)	20	375	X	0
48a	Ventura Blvd.	Central to Las Posas & City Lot at Vta/LP.	Fenceline removal of trash only (trash TMDL annual report)	Fenceline	10,575	0		0
48b	Del Norte	.Del Norte (s/side along freeway fence line on city side from dead end to 1326 Del Norte)	Fenceline removal of trash only (trash TMDL annual report)	Fenceline	10,575	0		0
49	Daily Dr	Calle La Roda from Marie Calendars Restaurant to Carmen Car Wash	Fenceline removal of trash only (trash TMDL annual report)	Fenceline	4,485	0		0
50	La Marina near 585 La Marina	Ashdale		Concrete V-Ditch	5,250	2,950		0
Total Structure Inventory		51						

Note: LF = Linear Feet and SF = Square Feet

Note: Linear Feet and Square Feet calculations are estimates, actual numbers in the field may vary.

APPENDIX B2**PHOTO DOCUMENTATION****SPECIFICATION NO. MC-2024-4
DITCH, CULVERT, AND DETENTION BASIN MAINTENANCE**

Contractor shall submit required photo documentation for all storm drain structures with each invoice.

Procedures and naming format for photos of Storm Drain Structures

The following outlines the procedures and format needed for photographs of City storm drain structure maintenance. Storm drain structures include ditches, culverts, detention basins, etc. Contractor shall use a photo program or app that imprints the date and time on each photograph, such as the "Solocator GPS Camera App".

Before and after photos of the storm drain structure must be taken. A minimum of two may be taken. The photos to be taken are as follows: (Examples below)

1. Photos capturing the majority of the storm drain structure (beginning, middle and end, if a large structure).
2. Include a white board in each photograph that indicates the # of storm drain structure and date of photograph.

Photos files must be named according to their storm drain structure number shown in first column on Appendix A, with the date in the following format:

Following the last digit of the storm drain structure number will be a number according to what photo it is.

1_ thru _3_ for before photos (some structures may only require one photo).

4_ thru _6_ for after photos.

After the number identifying the type of photo the numerical date will be added to the name in the Year Month Day format. See Below for examples.

The file name will end with its file extension, usually .JPG or .JPEG.

Example: **27_1_20200729.jpg and 27_2_20200729.jpg**, in these examples the photos in question will be two **before** photos of the storm drain structure number 27 taken on July 29, 2020.

Example: **27_4_20200729.jpg**, in this example the photo in question will be the first **after** photo of the storm drain structure number 27 taken on July 29, 2020.

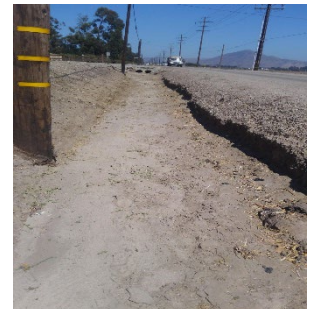
If there are any questions, please contact the City Stormwater Representative at 805-388-5340.



27_1_20200729.JPG



27_2_20200729.JPG



27_4_20200729.JPG

EXHIBIT B

KEY PERSONNEL & COMPENSATION

1. Contractor's designated representative who is authorized to act on its behalf and to make all decisions in connection with the performance of the Work under this Contract is Victor Schittone.

2. Total 3-year Fixed compensation under this Contract \$225,043.50 plus Consumer Price Index increases for Fiscal Years 2025/26 and 2026/27.

EXHIBIT B**City of Camarillo****BID PROPOSAL****MC-2024-4 Ditch, Culvert, and Detention Basin Maintenance****Name of Bidder:** Blackpointe Group Construction & Management Inc

Item No.	Description	Estimated Quantity per Year	Unit	Unit Price	Total Annual Price
1	Perform maintenance/clean out of City of Camarillo Detention Basins per section 700 and 701 listed in this bid specification. Amount of cleanouts varies per year.	4	ea.	\$453.25	\$1,813.00
2	Perform maintenance/clean out of City of Camarillo concrete ditches per section 700 and 701 listed in this bid specification. Amount of cleanouts varies per year.	17,500	lf.	\$1.08	\$18,900.00
3	Perform maintenance/clean out of City of Camarillo earthen ditches per section 700 and 701 listed in this bid specification. Amount of cleanouts varies per year.	54,000	lf.	\$0.86	\$46,440.00
4	Perform maintenance/clean out of City of Camarillo culverts/box culverts per section 700 and 701 listed in this bid specification. Amount of cleanouts varies per year.	13	ea.	\$139.00	\$1,807.00
5	Perform maintenance/clean out of City of Camarillo parkway drains per section 700 and 701 listed in this bid specification. Amount of cleanouts varies per year.	7	ea.	\$257.00	\$1,799.00
6	Perform maintenance/clean out of City of Camarillo drop inlets/standpipes per section 700 and 701 listed in this bid specification. Amount of cleanouts varies per year.	12	ea.	\$141.00	\$1,692.00
7	Perform maintenance/clean out of City of Camarillo fencelines per section 700 and 701 listed in this bid specification. Amount of cleanouts varies per year.	25,635	lf.	\$0.10	\$2,563.50
				Annual Total	\$75,014.50

YEAR 1 BID TOTAL: \$75,014.50YEAR 2 BID TOTAL: ~~\$78,765.23~~ \$75,014.50 + CPI increasesYEAR 3 BID TOTAL: ~~\$82,703.49~~ \$75,014.50 + CPI increases3 YEAR BID TOTAL: ~~\$236,483.21~~ \$225,043.50 + CPI increases

The annual total calculated on page one of the Bid Proposal shall be inserted into the Year 1, Year 2, Year 3 Bid Totals. The 3 Year Bid Total is the sum of the Year 1, Year 2, and Year 3 Bid totals.

Contractor may submit a request for adjustments to compensation for cost-of-living increases each year based on the February Consumer Price Index for All Urban Consumers in the Los Angeles Region. The request for cost-of-living increases must be submitted to the Director of Public Works by March 30 of each year and such increase will not become effective until the anniversary date of the contract.

The estimated quantities listed in the Schedule of Prices are supplied to give an indication of the general scope of the work, but the accuracy of these figures is not guaranteed.

NOTE: Pursuant to Public Contract Code Section 20103.8, the City of Camarillo will determine the lowest bid based on the 3 Year Bid Total. Bids that do not include a price for all items will not be accepted. In case of error in extension price, the unit price will govern.

BIDDER TO COMPLETE THE FOLLOWING INFORMATION FOR THE ABOVE BID

COMPANY: Blackpointe Group Construction & Management IncADDRESS: 11972 Hertz Avenue, Moorpark, CA 93021PHONE: (888) 707-4474 x107AUTHORIZED SIGNATURE: PRINTED NAME: Victor SchittoneDEPARTMENT OF INDUSTRIAL RELATIONS NUMBER: 1000550023STATE CONTRACTOR'S LICENSE NUMBER: 969297DATE: 07-10-2024

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	\$2,000,000 / \$4,000,000 Aggregate
Business Automobile Liability	\$1,000,000
Workers' Compensation	Statutory Requirements
Professional Liability	\$1,000,000

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 of Camarillo 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.

VERIFICATION OF CALIFORNIA
CONTRACTOR'S LICENSE

I certify, under penalty of perjury, that I have a valid California Contractor's license issued pursuant to Business and Professions Code section 7000 and following, and was so licensed at the time that the bid was awarded:

California Contractor's License:

<u>969297</u>	<u>A B</u>	<u>12/31/2025</u>
License Number	Class	Expiration Date

Blackpointe Group Construction & Management Inc
CONTRACTOR (PRINT OR TYPE)

08 / 05 / 2024
Date

Victor Schittone
Signature

(Public Contract Code § 6100)

**CERTIFICATE REGARDING
WORKERS' COMPENSATION**

I am 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 I will comply with such provisions before commencing the performance of the work of this contract.

Victor Schittone

Name (print or type)

08 / 05 / 2024

Date

Victor Schittone

Signature

**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 1000550023.

Victor Schittone, Secretary

Name & Title (print or type)

08 / 05 / 2024

Date

Victor Schittone

Signature

(Labor Code section 1725.5)

LIST OF SUBCONTRACTORS

WORK IDENTIFICATION: MC-2024-4, Ditch, Culvert, and Detention Basin Maintenance

NAME AND ADDRESS OF BIDDER: Blackpointe Group Construction & Management Inc

11972 Hertz Avenue, Moorpark, CA 93021

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)
MP Environmental Services, Inc. 3400 Manor St. Bakersfield, CA 93308 (800) 458-3036 License #613706	1000014231	Field Services	5 - 8%
		% of Total Contract Price by Subcontract	8%
		% of Total Contract Price by Contractor	92%

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