

**CITY OF CAMARILLO / CAMARILLO SANITARY DISTRICT**  
**ADMINISTRATIVE SERVICES MAINTENANCE CONTRACT**

This contract ("**Contract**") is effective as of September 6, 2022 ("**Effective Date**"), and is between the CITY OF CAMARILLO, a California general law city and municipal corporation (City), and the CAMARILLO SANITARY DISTRICT, a Sanitary District organized pursuant to the California Health and Safety Code (District) and Coast Building Services 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 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/District has 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 This Contract
- 2.2 Contractor's Certificate Regarding Workers' Compensation
- 2.3 Certificate(s) of Insurance
- 2.4 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 the labor, materials, tools, equipment, services, and transportation necessary to perform all of the Work.
- 3.4 Contractor must perform all 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/District'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/District.

**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 three-year period with the option for an additional two-years upon mutual written agreement of the Contractor and the City/District Manager. Contract will begin September 6, 2022, and terminates April 6, 2023, unless otherwise extended.
- 4.2 City/District Manager 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 Work on the date specified in the notice.
- 4.3 Contractor may terminate this Contract at any time upon 90 days' prior written notice of termination to City/District.
- 4.4 Upon termination of this Contract by either Contractor or City/District, all property belonging exclusively to City/District which is in Contractor's possession must be returned to City/District. Contractor must promptly deliver to City/District 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/District'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/District'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/District, 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/District may, but is not required to, grant a time extension for the completion of the Work. If delay occurs, Contractor must notify City/District 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/District 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 rate increases, the Contractor may request a contract modification as outlined in annually on the anniversary date of the contract.
- 6.2 Contractor must furnish City/District 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/District will review each invoice and determine whether the Work performed is in accordance with the Contract Documents. The Assistant Director of Administrative Services ("**Director**") may require Contractor to provide a release of all undisputed Contract amounts contained in the invoice.
- 6.4 If City/District disputes any item on an invoice, City/District 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/District disputes, City/District will cause Contractor to be paid within 30 days of the date of the invoice or the date that Contractor furnishes City/District 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/District may retain an amount not to exceed the amount of the excluded claim.

## **Section 7. Labor Code and Labor Law 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/District 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 Contractor may not pay less than the minimum wage to all worker employed in the execution of the Contract.
- 7.3 Contractor agrees to comply with all the applicable provisions of the Federal Immigration and Nationality Act (8 U.S.C. §1101 et seq.), as it may be amended and further agrees not to employ unauthorized aliens as defined under the Act. Should Contractor employ any unauthorized aliens for the performance of any work or services covered by this contract, and should any liability or sanctions be imposed against City/District for the use of unauthorized aliens, Contractor agrees to reimburse City/District for the amount of all such liabilities or sanctions

imposed, together with any and all related costs, including attorneys' fees, incurred by City/District.

**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/District.

**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/District 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/District tender's 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/District a wholly independent contractor. Neither City/District 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/District.

**Section 12. Indemnification.**

- 12.1 Contractor agrees to the fullest extent permitted by law to (1) immediately defend and (2) indemnify City/District 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/District in all legal, equitable, administrative, or special proceedings, with counsel approved by City/District, 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/District indemnified party. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of any City/District indemnified party, then Contractor may submit a claim to City/District for reimbursement of reasonable attorneys’ fees and defense costs in proportion to the established comparative liability of the City/District 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/District 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/District 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/District. City/District 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/District for the costs of any such settlement as required under this Contract.
- 12.5 Contractor’s obligation to indemnify City/District applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of a City/District 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/District 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/District" includes City/District'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/District: City of Camarillo / Camarillo Sanitary District  
P O Box 248  
Camarillo, California 93011-0248  
Attn: John Thomas, Assistant Director of Admin. Services  
(Tel.) 805-383-5677  
(Fax) 805-388-5318

To Contractor: Coastal Building Services  
1433 W. Central Park Ave. N  
Anaheim, CA 92802  
Attn: Brett Dunstan  
(Tel.) 714-630-4445  
Email: brett@cbsinc.us

- 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/District. Upon the expiration or termination of this Contract, Contractor must turn over all original Project Documents to City/District 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/District, which consent may be withheld in City/District'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/District 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/District Council or City/District 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 Counterparts, Facsimile, or other Electronic Signatures. This Contract may be executed in several counterparts, each of which will be deemed an original, and all of which, when taken together, constitute one and the same instrument. Amendments to this Contract will be considered executed when the signature of a party is delivered by facsimile or other electronic transmission. Such facsimile or other electronic signature will have the same effect as an original signature.
- 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/District 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/CAMARILLO SANITARY DISTRICT**

\_\_\_\_\_  
Greg Ramirez, City Manager/District Manager

ATTEST:

\_\_\_\_\_  
Kristy Buxkemper, City Clerk/Assistant Secretary

**CONTRACTOR:**

Coastal Building Services Inc., a California Corporation

\_\_\_\_\_  
Brett Dunstan, Vice President

\_\_\_\_\_  
Hipolito (Polo) Arias, President

041086  
\_\_\_\_\_  
Camarillo Business Tax Certificate Number

7/31/2023  
\_\_\_\_\_  
Expiration Date



## **EXHIBIT A**

### **SCOPE OF WORK**

Custodial Services for City Hall, Corporation Yard, Camarillo Public Library, Camarillo Ranch House Facilities, Old Courthouse, and the Camarillo Sanitary Plant as detailed in Specification No. AS-2022-8.

## **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 Brett Dunstan.
2. Arthur Rodriguez will be the Project Manager, cell (714) 630-4445, art@cbsinc.us
3. Total compensation under this temporary Contract:

September 6, 2022, to April 6, 2023, is \$168,090

**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 **City of Camarillo and the Camarillo Sanitary District, 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/District 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/District.

Coverage must be applicable to City/District 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/District. 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/District. City/District 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/District 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/District'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/District 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/District 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/District 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/District. Such Certificates of Insurance and Endorsements must be in a form approved by City/District's Attorney. Contractor must maintain current certificates and endorsements on file with City/District during the term of this Contract reflecting the existence of all required insurance. Each of the certificates must expressly provide that no material changes in the policy, or termination thereof, will be effective except upon 30 days' prior written notice to City/District.
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 the required insurance coverage, City/District 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 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.

Date 8/16/22

Bred P. V. Stal  
Name (print or type)

[Signature]  
Signature