

F. Award CC Agreement No. 2024-32 to Perfection Painting Corp for the Camarillo Public Library Exterior Painting Specification No. AS-2023-5

Recommendation:

1. Find painting of an existing building exempt from review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guideline 15301; and
2. Authorize City Manager to execute CC Agreement No. 2024-32 with Perfection Painting Corp for of \$99,000 and
3. Authorize a contingency in the amount of \$14,850, for a total not to exceed amount of \$113,850; and
4. Authorize City Manager to execute future amendments, documents and Change Orders if required, up to the total not to exceed amount.



Camarillo City Council

AGENDA REPORT

Date: May 6, 2024

To: Honorable Mayor and City Councilmembers

From: Greg Ramirez, City Manager

Submitted by: Mitchell Cameron, Director of Administrative Services/Chief Innovation Officer

Subject: Award CC Agreement No. 2024-32 to Perfection Painting Corp for the Camarillo Public Library Exterior Painting Specification No. AS-2023-5

BACKGROUND

The Camarillo Public Library (“Library”) was built in 2007 and the exterior of the building now requires painting. Facilities staff retains a schedule for maintaining and preserving all components of City buildings.

DISCUSSION

On March 2, 2024, staff advertised a Notice Inviting Bids for the exterior painting of the Library via PlanetBids, the Acorn newspaper and with 5 plan rooms. On April 2, 2024, the City received 11 bids as shown in the following table.

Name of Bidder	Amount of Bid
1. Innovation Painting, Inc. (BID WITHDRAWN)	\$ 80,000
2. Perfection Painting Corp	\$ 99,000
3. European Style Painting Corp	\$110,000
4. Piana Construction & Painting, Inc.	\$111,500
5. Color New Co	\$124,000
6. Mariscal Painting, Inc.	\$125,550
7. Ray-Mac Painting, Inc.	\$129,300
8. Pacific Contractors Group, Inc.	\$152,000
9. Astro Painting Co., Inc.	\$158,800
10. AJ Fistes Corporation	\$184,600
11. So Cal Construction, Inc.	\$367,000

Staff reviewed the lowest bid and all associated forms submitted by Innovation Painting. Staff contacted Innovation Painting to confirm the quantities in their bid and received an email and a letter from their Chief Financial Officer the following day, April 3rd, requesting to withdraw their bid. Staff released Innovation Paintings' bid as allowed for in the City's bid package, specifically the "Instructions to Bidders".

Staff investigated the next lowest bidder, Perfection Painting Corp ("Perfection") by contacting two local references and has determined Perfection to be responsive to the bid solicitation. Therefore, staff recommends awarding CC Agreement No. 2024-32 to Perfection in the amount of \$99,000, and authorize a 15% contingency in the amount of \$14,850 for unforeseen additional work if required, for a total agreement authorization not to exceed \$113,850.00.

FISCAL IMPACT

Funds for the Library exterior painting are included in the General Fund, Library Facility Operations budget, Account No. 101-5753-468.36-03.

CEQA DETERMINATIONS

The City reviewed the environmental impacts of the Project under the California Environmental Quality Act (Public Resources Code 21000, et seq. "CEQA") and the regulations promulgated thereunder (14 Cal. Code of Regs. 15000, et seq., the "CEQA Guidelines"). CEQA Guidelines 15301 (Existing Facilities) exempts existing facilities from further review, including, without limitation, negligible expansions of existing uses. This Project will not have a significant effect on the environment because the Project consists of awarding a contract to paint an existing building, and there is no new construction proposed. Accordingly, this Project is exempt from further review pursuant to CEQA Guideline 15301.

RECOMMENDATION

1. Find painting of an existing building exempt from review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guideline 15301.
2. Authorize City Manager to execute CC Agreement No. 2024-32 with Perfection Painting Corp for of \$99,000 and
3. Authorize a contingency in the amount of \$14,850, for a total not to exceed amount of \$113,850
4. Authorize City Manager to execute future amendments, documents and Change Orders if required, up to the total not to exceed amount.

ATTACHMENTS

1. Public Works Contract No. 2024-32 with Perfection Painting Corp

REFERENCE MATERIALS – AVAILABLE FOR REVIEW AT CITY HALL

Bids are available for review in the Administrative Services Department.

CITY OF CAMARILLO

PUBLIC WORKS CONTRACT

This contract ("Contract") is effective as of May 6, 2024, and is between the CITY OF CAMARILLO, a California general law city and municipal corporation ("City"), and **Perfection Painting Corp.**, a California corporation ("Contractor"), collectively referred to as the "Parties."

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

- 1.1 City noticed and received bids for the work involved in **Camarillo Public Library Exterior Painting – Specification No. AS-2023-5** ("Project"), which is more fully described in the Contract Documents.
- 1.2 The City Council of City determined that Contractor was the lowest responsive bidder and awarded to Contractor the bid.
- 1.3 Contractor has represented it is qualified to perform all of the work required to complete the Project.
- 1.4 Contractor has agreed to perform all such work in the time and manner set forth in the Contract Documents.
- 1.5 The City Council of City 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 Notice Inviting Bids
- 2.2 Instructions to Bidders
- 2.3 Bid Proposal, as accepted, including the Certificate of Bidders' Experience and Qualifications and the List of Subcontractors
- 2.4 Notice of Award
- 2.5 Notice to Proceed
- 2.6 This Contract
- 2.7 Verification of California Contractor's License
- 2.8 Contractor's Certificate Regarding Workers' Compensation
- 2.9 Security for payment (labor and materials)
- 2.10 Security for performance
- 2.11 Certificate(s) of Insurance
- 2.12 General Conditions/Specifications
- 2.13 Special Provisions
- 2.14 Plans and Standard Drawings - NA
- 2.15 Prevailing Wage Scales, <http://www.dir.ca.gov/OPRL/dprevagedetermination.htm>
- 2.16 S. S. P. W. C.

- 2.17 Addenda Nos., if applicable; Addendums 1 and 2
- 2.18 Other documents (list here)

Exhibit A – Compensation

Exhibit B – Insurance

Exhibit C – Scope of Work , 11 pages

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.

Section 4. Time to Perform the Work.

- 4.1 Time is of the essence with respect to Contractor’s Work. Contractor agrees to diligently pursue performance of the Work within the time specified by the Contract Documents. Project completion is 35 working days after commencement. *AM*
- 4.2 Contractor will be excused from any delay in performance or failure to perform due to causes beyond the control of Contractor. Such causes include, but are not limited to, acts of God, acts of terrorism, acts of federal, state, or local governments, acts of City, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather.
- 4.3 If Contractor is delayed by any cause beyond Contractor’s control, City may, but is not required to, grant a time extension for the completion of the Work. If delay occurs, Contractor must notify City in writing within 48 hours of the cause and the extent of the delay and how such delay interferes with Contractor’s performance of the Work.

Section 5. Compensation and Payment.

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

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

Section 6. Labor Code and Prevailing Wage Requirements.

- 6.1 Contractor agrees to comply with the requirements of California Labor Code sections 1810 through 1815. Eight hours of labor constitutes a legal day’s work per Labor Code section 1810. Contractor will forfeit the statutory penalty to City for each worker employed in the execution of this Contract by Contractor or any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Labor Code sections 1810 through 1815.
- 6.2 Copies of the determination of the Director of the Department of Industrial Relations of the prevailing rate of per diem wages for each craft, classification or type of worker needed to execute this Contract are available for download from the State website: <http://www.dir.ca.gov/OPRL/dprevwagedetermination.htm>.
- 6.3 Contractor must post at the work site, or if there is no regular work site then at its principal office, for the duration of the Contract, a copy of the determination by the Director of the Department of Industrial Relations of the specified prevailing rate of per diem wages. (Labor Code § 1773.2.) When applicable, copies of the prevailing rate of per diem wages will be on file at City’s Department of Public Works and available to Contractor and any other interested party upon request.
- 6.4 Contractor, and any subcontractor engaged by Contractor, may pay not less than the specified prevailing rate of per diem wages to all workers employed in the execution of the contract. (Labor Code § 1774.) Contractor is responsible for compliance with Labor Code section 1776 relative to the retention and inspection of payroll records.
- 6.5 Contractor must comply with all provisions of Labor Code section 1775. Under Section 1775, Contractor will forfeit the statutory penalty to City for each worker employed in the execution of the Contract by Contractor or any subcontractor for each calendar day, or portion thereof, in which the worker is paid less than the prevailing rates. Contractor may also be liable to pay the difference between the

prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate.

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

Section 7. Non-Discrimination. Contractor, its officers, agents, employees, and subcontractors may not discriminate in the employment of persons to perform the Work in violation of any federal or state law prohibiting discrimination in employment, including based on the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, of any person, except as provided under California Government Code section 12940. Contractor is responsible for compliance with this section.

Section 8. General Legal Compliance.

- 8.1 In performing the Work, Contractor must comply with all applicable statutes, laws, and regulations, including, but not limited to, OSHA requirements and the Camarillo Municipal Code.
- 8.2 Contractor must, at Contractor's sole expense, obtain all necessary permits and licenses required for the Work, and give all necessary notices and pay all fees and taxes required by law, including, without limitation, any business license tax imposed by City. Contractor is exempt from any City encroachment permit fee pursuant to Camarillo Municipal Code Section 13.04.020.
- 8.3 Contractor must maintain a valid California Contractor's License throughout the term of this Contract.

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

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

Section 11. Indemnification.

- 11.1 Contractor agrees to the fullest extent permitted by law to (1) immediately defend and (2) indemnify City from and against, any and all claims and liabilities, regardless of the nature or type, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor, or its officers, employees, agents, or subcontractors committed in performing any Work under this Contract or the failure to comply with any of the obligations of this Contract (collectively, "Claims"). The Claims subject to Contractor's duties to defend and indemnify include, without limitation, all claims, actions, causes of action, proceedings, suits, losses, damages, penalties, fines, judgments, liens, levies, and associated investigation and administrative expenses. Such Claims also include defense costs, including reasonable attorneys' fees and disbursements, expert fees, court costs, and costs of alternative dispute resolution.
- 11.2 Contractor's duty to defend is a separate and distinct obligation from Contractor's duty to indemnify. Contractor is obligated to defend City in all legal, equitable, administrative, or special proceedings, with counsel approved by City, immediately upon tender to Contractor of the Claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that

persons other than Contractor are responsible for the Claim does not relieve Contractor from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Contractor asserts that liability is caused in whole or in part by the negligence or willful misconduct of any City indemnified party. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of any City indemnified party, then Contractor may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the City indemnified party.

- 11.3 Contractor agrees that its defense and indemnification obligation under this section, includes the reasonable costs of attorneys' fees incurred by the City Attorney's office to monitor and consult with Contractor regarding the defense of any Claims, including providing direction with regard to strategy, preparation of pleadings, settlement discussions, and attendance at court hearings, mediations, or other litigation related appearances. City will use its best efforts to avoid duplicative attorney work or appearances in order to keep defense costs to a reasonable minimum.
- 11.4 Contractor agrees that settlement of any Claim will require the consent of City. City agrees that its consent will not be unreasonably withheld provided that Contractor is financially able (based on demonstrated assets) to fulfill its obligation to indemnify City for the costs of any such settlement as required under this Contract.
- 11.5 Contractor's obligation to indemnify City applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of a City indemnified party. If a Claim is finally adjudicated and a determination made that liability was caused by the sole active negligence or sole willful misconduct of a City indemnified party, then Contractor's indemnification obligation will be reduced in proportion to the established comparative liability.
- 11.6 For the purposes of this section, "City" includes City's officers, officials, employees, and agents.
- 11.7 The provisions of this section will survive the expiration or earlier termination of this Agreement.
- Section 12. Insurance.** Contractor agrees to have and maintain in full force and effect during the term of this Contract the insurance coverages listed in **Exhibit B** ("Insurance"), which is made a part of this Contract.

Section 13. Notice.

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

To City: City of Camarillo
 601 Carmen Drive
 Camarillo, California 93010
 Attention: Mitchell Cameron, Director of Administrative Services
 (Tel.) 805-383-5432
 E-Mail: mcameron@cityofcamarillo.org

To Contractor: Perfection Painting Corp.
 38045 47th St. East, Suite E #142
 Palmdale, CA 93552
 Attention: Antonia Marquez, President
 Tel: (661) 234-1905
 Email: perfectionptgco@gmail.com

- 13.2 Notice will be deemed effective on the date personally delivered or transmitted by facsimile or email. If the notice is mailed, notice will be deemed given three days after deposit of the same in the custody of the United States Postal Service, postage prepaid, for first class delivery, or upon delivery if using a major courier service with tracking capabilities.
- 13.3 Any Party may change its notice information by giving notice to the other Party in compliance with this section.

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

- 14.1 The occurrence of any of the following is a default by Contractor under this Contract:
- 14.1.1 Contractor refuses or fails to prosecute the Work or any part thereof with such diligence as will insure its completion within the time specified or any permitted extension.
 - 14.1.2 Contractor fails to complete the Work on time.
 - 14.1.3 Contractor is adjudged bankrupt, or makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Contractor's insolvency.
 - 14.1.4 Contractor fails to supply enough properly skilled workers or proper materials to complete the Work in the time specified.
 - 14.1.5 Contractor fails to make prompt payment to any subcontractor or for material or labor.
 - 14.1.6 Contractor fails to abide by any applicable laws, ordinances, or instructions of City in performing the Work.
 - 14.1.7 Contractor breaches or fails to perform any obligation or duty under the Contract.
- 14.2 Upon the occurrence of a default by Contractor, City will serve a written notice of default on Contractor specifying the nature of the default and the steps needed to correct the default. Unless Contractor cures the default within 10 days after the service of such notice, or satisfactory arrangements acceptable to City for the correction or elimination of such default are made, as determined by City, City may thereafter terminate this Contract by serving written notice on Contractor. In such case, Contractor will not be entitled to receive any further payment, except for Work actually completed prior to such termination in accordance with the provisions of the Contract Documents.
- 14.3 In event of any such termination, City will also immediately serve written notice of the termination upon Contractor's surety. The surety will have the right to take over and perform pursuant to this Contract; provided, however, that if the surety does not give City written notice of its intention to take over and perform this Contract within five days after service of the notice of termination or does not commence performance within 10 days from the date of such notice, City may take over the Work and prosecute the same to completion by contract or by any other method it

may deem advisable for the account and at the expense of Contractor. Contractor and the surety will be liable to City for any and all excess costs or other damages incurred by City in completing the Work.

- 14.4 If City takes over the Work as provided in this Section, City may, without liability for so doing, take possession of, and utilize in completing the Work, such materials, appliances, plant, and other property belonging to Contractor as may be on the site of the Work and necessary for the completion of the Work.
- 14.5 If City takes over the Work, City may also take possession of outstanding materials on order for the completion of the project, upon payment to the vendor. All excess costs incurred by City in obtaining such materials, will be the responsibility of the Contractor.

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 Contract 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. The Contract may be executed in multiple counterparts.
- 16.7 Waiver. Waiver by any Party of any term, condition, or covenant of this Contract will not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Contract will not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Contract. Acceptance by City of any Work performed by Contractor will not constitute a waiver of any of the provisions of this Contract.

- 16.8 Interpretation. This Contract will be interpreted, construed, and governed according to the laws of the State of California. Each party has had the opportunity to review this Contract with legal counsel. The Contract will be construed simply, as a whole, and in accordance with its fair meaning. It will not be interpreted strictly for or against either party.
- 16.9 Severability. If any term, condition, or covenant of this Contract is declared or determined by any court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Contract will not be affected, and the Contract will be read and construed without the invalid, void, or unenforceable provision.
- 16.10 Venue. In the event of litigation between the parties, venue in state trial courts will be in the County of Ventura. In the event of litigation in a U.S. District Court, venue will be in the Central District of California, in Los Angeles.

[Signatures on the following page.]

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

CITY OF CAMARILLO

Greg Ramirez, City Manager

ATTEST:

Kristy Buxkemper, City Clerk

PERFECTION PAINTING CORP., a California Corporation

Antonia Marquez

Antonia Marquez, President

Diana Zarate

Diana Zarate, Vice President

Camarillo Business Tax Certificate Number

Expiration Date

EXHIBIT A

COMPENSATION

The total compensation under this Contract is: **\$99,000.** *AM*

*Plus, approved contingency amount of \$14,850, (only with prior, written approval by City) for a total not-to-exceed Contract amount of \$113,850.

FIN: see Agenda Report for authorized contingency.

EXHIBIT B

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

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

Liability policies must be endorsed to name the City of Camarillo, its officials, employees, and agents as "additional insureds" under the insurance coverage. **An Additional Insured endorsement page is required.**

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. **A Primary and Noncontributory endorsement page is required.**

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. **Additional Insured, Primary and Noncontributory and Waiver of Subrogation endorsement pages are required. Blanket endorsement pages are acceptable.**

4. **Workers Compensation.** Contractor must have a State of California approved policy form providing the statutory benefits required by law with employer's liability, or Contractor must provide evidence of an approved self-insurance program. **A Waiver of Subrogation endorsement page is required.**
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.

EXHIBIT C

CAMARILLO PUBLIC LIBRARY EXTERIOR PAINTING – AS-2023-5 SCOPE OF WORK & SITE PLAN

The work defined herein shall consist of furnishing all paints, materials, labor, tools, consumables, equipment, scaffolding, aerial work platforms, safety equipment, all necessary equipment, and supplies to perform a complete, thorough, and satisfactory job of repainting the designated exterior surfaces listed in this Scope of Work.

The Library is a 2-story concrete/stucco surface building with approximately 67,000 square feet. Areas to receive surface preparation and primer and paint include, but are not limited to all concrete and stucco surfaces, trash enclosure, equipment enclosure, and storage container. Entry doors (both sides), door frames, shutters, conduits, 24 parking lot light poles, 18 walkway lights, 2 book drops and mailbox, bike racks, sign holders, wood beams, building address numbers, roof exhaust fans and conduits, gas meters, and fire hydrants. The Contractor shall inform themselves of the areas that are to be painted, examine the site, and have full knowledge of conditions to be met.

Excluded items: Parking lot light fixtures and building wall chrome covers.

Contractor shall possess a valid Class C-33, Painting and Decorating Contractor license. Contractor shall obtain a City of Camarillo Business Tax license within 7 days after award of contract.

The City will only accept electronic bids from via the PlanetBids portal and 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 as stated in the attached Public Works Contract.

Hourly rates to be prevailing wage by Contractor and any Subcontractors.

Use of Premises

Contractor shall confine all tools and equipment, the storage of materials, and the operation of workers to areas designated by the Project Manager or his designee. Such areas shall be kept clean and orderly at all times. The Contractor shall employ all safety measures during the operation for public and staff protection as well as fall protection, fire prevention and shall be responsible for any and all damage(s) to the work or property caused by the Contractor or Subcontractor. The building will remain functional with staff on-site and public visitors during all hours.

General Conditions

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

Temporary and Storage Facilities

The Contractor shall not store materials or equipment in a public right-of-way beyond the needs of one working day. Equipment and materials will be stored in a location approved by the City. The Contractor will protect all stored materials from damage by weather or accident and will insure adequate drainage at and about the storage location. Prior to final acceptance of the work all temporary storage facilities and surplus stored materials will be removed from the site.

Sanitary Facilities

The Contractor will be responsible for providing temporary, portable toilets for the use of the workers employed on the jobsite. One portable toilet per 10 workmen is required. Each portable toilet must have secondary containment pan. The location of the portable toilets will be determined by the City.

Temporary Electricity and Water

The City shall provide the Contractor with reasonable access to electrical power and potable water necessary to perform the work. Contractor will not wash out equipment, buckets, brushes, or tools without prior authorized locations identified by Project Manager, Kevin Jorgensborg.

Materials

All materials specified herein are to be Dunn-Edwards products, or approved equivalent, and are listed by name and number, unless otherwise noted.

Miscellaneous basic painting materials such as raw and boiled linseed oils, shellac, putty solvents, exterior caulking, etc., shall be pure and of the highest quality and shall comply with the latest Federal Specifications and/or ASTM Standards.

Work Requirements

All work will be done by experienced, skilled craftsmen. The work will be performed in conformance with the Contract Documents, permits from regulatory agencies with jurisdiction and applicable regulations. Surface preparation must be in compliance with manufacturer's requirements and adherence will be in accordance with the standards of the Painting and Decorating Contractors of America and the sole responsibility of the Contractor. All finishes will be applied evenly and back rolled to be free from runs, sags, skips, drips, crawls, or other defects.

Paints will be applied in accordance with the manufacturer's printed directions. Painting will not be done when temperatures become extreme. Precautions should be taken when the temperature exceeds 90 degrees F or is below 50 degrees F.

Contractor must test, verify, and warrant the new and old coatings are compatible. The determination of compatibility may be accomplished through laboratory analysis, and by field testing and is the sole responsibility of Contractor to warrant.

A variety of cleaning and removal systems are available for the Contractor to employ. The use of any one or a combination of more than one is dependent upon the condition of existing coatings, the material applied, and the substrate involved. Because of varying substrates, the selection of tools must be left to the Contractor.

Building Exterior Preparation

Cover and protect all landscape, hardscape, and shingle and cap sheet roof from the painting process. Trench along base of building where necessary after approval of areas by City.

Securely mask windows, glass, door hardware, light fixtures, gas meters, exterior receptacles, and switches. Use 3M masking film or approved equivalent. Mask all hardscape with drops and masking paper to prevent overspray and paint spills. All existing improvements are to be protected in place by Contractor during all phases of work. Use extreme caution around security cameras.

Pressure wash and scrape metal to remove dirt, chalk, mildew, loose paint, and other contaminants.

Pressure wash tile roof to remove algae, dirt, and debris build up. Do not walk on roof tile, use ariel lift to reach high places.

Pressure washing equipment must be a low-volume, high-pressure cleaning machine (refer to additional requirements in Storm Water Quality Requirements section).

Contractor must cover access to any storm drain inlets (including yard drains) to prevent sediment, chemicals, and waste waters from entering the storm drain system.

Contractor must remove masking materials from security cameras and all lighting at the end of each workday.

Storm Water Quality Requirements

Storm drain inlets and channels will be protected from potential spills of paint products, or other construction materials, trash, sediment, and wash water by installing sandbags or gravel bags and filter fabric or plugs per Best Mgmt. Practice (BMP) #SE-10 from the CASQA Construction BMP Handbook (contact City for copy of SE-10).

Do not stockpile materials, paint washouts, etc., in or near storm water drainage system. Contractor must protect stockpiles of materials with a cover or sediment barriers during rainstorms.

Liquid waste and paint washout should be collected in a container with a secure lid and transported to the proper disposal facility.

Solid waste will be collected by vacuuming or sweeping and securing in an appropriate container for transport to a maintenance facility to be reused, recycled, or disposed of properly.

Do not fuel equipment near drain inlets or watercourses.

Construction activities should not be performed during rain events or prior to predicted rain events, unless required by emergency situations. Contractor is required to monitor weather conditions and request rain days in writing to Project Manager, Kevin Jorgensborg at kjorgensborg@cityofcamarillo.org, as applicable.

Sidewalk or structure rinsing shall be done with only high pressure and a low volume of water with no additives and at an average usage of 0.006 gallons per square foot of surface area to be rinsed. Any waste generated from the activity must be collected and disposed of properly and legally. Contain and capture wash water for discharge in a sanitary sewer or back into landscaping. No wash water will be allowed to enter the storm drain system which includes curb, gutter, all storm drain inlets, streets, and parking lots. If draining to grassy or landscaped areas whether using soap or not, runoff must be dispersed as sheet flow rather than a stream. Runoff must remain on the grass and not drain onto pavement.

Contractor must provide training for all their employees on the requirements of the Storm Water Permit. Written documentation of the training must be provided by the Contractor to the City's Storm Water Program Manager on the city's training record form located in the appendix of these specifications. The training will include the following concepts.

1. Promote a clear understanding of the potential for activities to pollute storm water.
2. Review appropriate maintenance and BMPs identified above so employees have a clear understanding of their importance and implementation.
3. Training will address the identification, investigation, termination, cleanup, reporting and documentation of incidents of illegal discharges.

CONCRETE / STUCCO SURFACES - Surface Preparation

Remove all dirt, chalk, loose and peeling paint, and all surface contaminants that will interfere with adhesion of the subsequent paint coats without damaging the substrates or adjacent areas.

Wire brush all loose and peeling paint and dust all surfaces before priming or applying finish coats. Power wash all areas to be painted and use a mild detergent solution such as MI-T-M's surface prep, if required. Rinse with clear clean water until all residue has been removed from all surfaces. Allow the surfaces to thoroughly dry before proceeding with preparation or painting.

Moisture content for Masonry and Stucco must not exceed 17%.

After washing the surfaces, the areas must be carefully examined for cracking, blistering, peeling, or flaking of existing paint. All loose, unsound, or non-adhering paint must be removed by Contractor. An adhesion test by the manufacturer is recommended. Proper adhesion is the sole responsibility of the Contractor.

CONCRETE / STUCCO SURFACES - Surface Preparation (continued)

Mildew may be removed at this time by metering a mildewcide in the power wash.

Commercially available mildewcide is acceptable. Rinse all surfaces with clean, clear water to remove any remaining residue. Severe mildew may require additional treatment. Allow the surfaces to thoroughly dry before proceeding with preparation or painting.

Efflorescence (white residue salt deposits) should be removed by professional and industry acceptable practices. Rinse all surfaces with clean, clear water to remove any remaining residue.

Note: Efflorescence, which appears on cementitious or plaster surfaces, is caused by moisture entering or contained in the substrate. Water-soluble salts in the masonry are brought to the surface where the water evaporates, leaving white residue salt deposits. Defects which cause this problem must be corrected before any painting is attempted.

Where rust stains are present, the source (i.e., nail heads, flashing, handrails, etc.) must be identified and corrected. Surfaces should then be cleaned, and spot primed with the appropriate primer or sealer as listed in the Finish Schedule.

Large cracks must be V-grooved out and all other surface defects, such as holes, must be repaired using appropriate patching materials to match the surrounding surface profile. Dust surface and prime all patched areas with the appropriate primer or finish coat as listed in the Finish Schedule.

Tape/cover/protect building signs and tile accents.

Primer all surfaces with the appropriate primer as stated in the Finish Schedule.

Primer coat and second finish coat to be sprayed and back rolled.

FINISH SCHEDULE – BUILDING WALLS - Finishes to be Dunn-Edwards or approved equivalent

Primer: SUPER-LOC Premium, Interior/Exterior Masonry/Bonding Primer (SLPR00-2-WH)

Note: Full coat of primer is required

First Coat: EVERSIELD, Exterior Velvet Paint (EVSH20)

Second Coat: EVERSIELD, Exterior Velvet Paint (EVSH20)

Note: Two (2) topcoats is required

<u>Item</u>	<u>Color</u>
Building and Equipment Enclosure Walls	DEC 765, Bone
Building Address Numbers	DET 680, Espresso Macchiato

EXTERIOR WOOD - Surface Preparation

Remove all dirt, chalk, and all surface contaminants that will interfere with adhesion of the subsequent coats without damaging the substrates or adjacent areas.

Wire brush all loose and peeling paint and dust all surfaces before priming or applying finish coats.

Power wash all areas to be painted and use a mild detergent solution such as MI-T-M's surface prep, if required. Rinse with clear clean water until all residue has been removed from all surfaces. Allow the surfaces to thoroughly dry before proceeding with preparation or painting.

Mildew may be removed at this time by metering a mildewcide in the power wash.

Commercially available mildewcide is acceptable. Rinse all surfaces with clean, clear water to remove any remaining residue. Severe mildew may require additional treatment. Allow the surfaces to thoroughly dry before proceeding with preparation or painting.

EXTERIOR WOOD - Surface Preparation (continued)

Power sand or hand sand all areas of loose, unsound, or non-adhering paint. All thick edges of the remaining paint shall be feather edged, filled as necessary, and then dusted.

Tannic Acid Bleeding is caused by moisture carrying the water-soluble color extractives to the surface. The source of this moisture must be located and corrected. Use professional cleaning methods commensurate with the trade. Prime affected areas with primer, sealer, or finish coat as stated in the Finish Schedule.

Where rust stains are present, the source must be identified and corrected (i.e. nail heads, flashing, handrails, etc.). Surfaces should be cleaned, and primed with the appropriate primer or sealer as stated in the Finish Schedule.

Patch all holes and other surface defects with the appropriate material, float to match surrounding texture.

Re-set all protruding nail heads and fill them with putty where necessary.

FINISH SCHEDULE WOOD - Finishes to be Dunn-Edwards or approved equivalent.

First Coat: Solid-Color Deck, Fence & Side Stain

Second Coat: Solid Color Deck, Fence & Side Stain

<u>Items</u>	<u>Color</u>
Wood Window Shutters	DET 680, Espresso Macchiato
Wood Beams	DET 680, Espresso Macchiato
Trash Enclosure	DEW 341, Swiss Coffee

EXTERIOR METAL - Surface Preparation

Remove all dirt, chalk, and all surface contaminants that will interfere with adhesion of the subsequent coats without damaging the substrates or adjacent areas.

Wire brush or sand all loose and peeling paint and dust all surfaces before priming or applying finish coats.

Power sand or hand sand all areas of loose, unsound, or non-adhering paint. All thick edges of the remaining paint shall be feather edged, filled as necessary, and then dusted.

Rust, scale, and corrosion should be removed either by power sanding or hand sanding.

Power wash all areas to be painted and use a mild detergent solution such as TSP or an equivalent. Rinse with clear clean water until all residue has been removed from all surfaces. Allow the surfaces to thoroughly dry before proceeding with preparation or painting.

After washing the surfaces, the areas must be carefully examined for cracking, blistering, peeling, or flaking of existing paint. All loose, unsound, or non-adhering paint must be removed. Proper adhesion is the sole responsibility of the Contractor.

Commercially available mildewcide is acceptable. Rinse all surfaces with clean, clear water to remove any remaining residue. Severe mildew may require additional treatment. Allow the surfaces to thoroughly dry before proceeding with preparation or painting.

De-gloss all glossy and previously enameled surfaces to provide a roughened surface or "tooth" for good adhesion of subsequent coats. An adhesion test is recommended.

Remove all rust and corrosion, treat with rust converter. Feather sand edges to create smooth surface.

AM

EXTERIOR METAL - Surface Preparation (continued)

Except as specifically excluded, where painting is scheduled for an area or space, finish exposed ducts, piping, conduits, ferrous or galvanized metal work, air diffusers, exhausts, lighting fixture trim, and other features not specifically designated, to match adjacent painted walls or ceiling colors, regardless of factory finish or material.

Primer all surfaces with the appropriate primer as stated in the Finish Schedule.

FINISH SCHEDULE - STEEL / FERROUS METAL – Finishes to be Dunn-Edwards or approved equivalent.

Primer: RUST 242252/242259-1
Note: Full prime all surfaces is required
First Coat: ARISTOSHIELD, Interior/Exterior Semi-Gloss Paint (ASHL50)
Second Coat: ARISTOSHIELD, Interior/Exterior Semi-Gloss Paint (ASHL50)
Note: Two (2) coat application is required for bid

<u>Item</u>	<u>Color</u>
Exterior Doors (both sides)	DEW 341, Swiss Coffee
Door Frames	DEW 341, Swiss Coffee
Trash & Equipment Enclosure Doors	DEW 341, Swiss Coffee
Storage Container	DEW 341, Swiss Coffee
Walkway Lights	DET 680, Espresso Macchiato
Building Wall Lights	DET 680, Espresso Macchiato
Book Drop Boxes	DET 680, Espresso Macchiato
Bike Racks (Courtyard)	DET 680, Espresso Macchiato
Mailbox	Black
Bike Rack (next to mailbox)	Black
Courtyard Sign Holders	Gold
Gas Meter	DE 6346, Silver Springs
Fire Hydrants	Safety Yellow

Primer: ULTRASHIELD, Galvanized Metal Primer (ULGM00-0-WH)
Note: Full prime all surfaces is required
First Coat: ARISTOSHIELD, Interior/Exterior Semi-Gloss Paint (ASHL50)
Second Coat: ARISTOSHIELD, Interior/Exterior Semi-Gloss Paint (ASHL50)
Note: Two (2) coat application required for bid

<u>Item</u>	<u>Color</u>
Roof Exhaust Fans	DEW 341, Swiss Coffee
Roof Flashing	DEW 341, Swiss Coffee
Conduits, Pipes	DEW 341, Swiss Coffee
Misc. Galvanized Surfaces	DEW 341, Swiss Coffee
Parking Lot Light Poles	Aluminum DET 680, Espresso Macchiato

Primer: 2 Guard Cleaner
First Coat: 2 Guard Clear
Second Coat: 2 Guard Clear

<u>Item</u>	<u>Color</u>
Anodized Window Frames	Clear

Notes and Instructions

1. If not using the Dunn-Edwards paint products listed, please specify brand and type, which must be an approved equivalent. Alternative brand must be high quality commercial grade primer and paint. Please include Safety Data Sheets (SDS) for all products to be used.

Notes and Instructions (continued)

2. Finish colors are specified by the City of Camarillo in the Finish Schedules.
3. All products specified comply with the current air quality regulations governing architectural coatings. Any substitutions must also comply with the regulations.
4. Normal business hours are Monday through Friday: 7:00 AM – 4:00 PM.
5. Hard surfaces and landscape to be protected from aerial lift wheel skid marks and lawn/planter depressions. All tire skid marks must be pressured washed to remove and turf/planter/irrigation damages caused by Contractors work and equipment must be repaired to original condition at no cost to the City.
6. Any damage found beyond the scope of work must be reported in writing to the Project Manager, Kevin Jorgensborg at kjorgensborg@cityofcamarillo.org
7. Exceptions – Any exceptions are to be submitted with the Contractors bid.
8. Contractor must submit labor and material warranty package with final Pay Estimate, to be considered for payment.
9. Vehicles may be parked adjacent to the building. The Contractor will be responsible to protect and remedy any damage to such vehicles as a result of exterior painting activities, such as overspray.



City of Camarillo

601 Carmen Drive, Camarillo, CA 93010
Office: 805.383-5633 - Fax: 805.388.5318

ADDENDUM NUMBER 1

SPECIFICATION NO. AS-2023-5, CAMARILLO PUBLIC LIBRARY EXTERIOR PAINTING

March 11, 2024

1. BID OPENING DATE

The Bid Opening Date has not changed. Bids are due **Tuesday, April 2, 2024, at 11:00 a.m.**

2. QUESTIONS AND ANSWERS

Q.1 Is there an Engineer's estimate?

A. Yes, \$125,000.

This addendum is available for download from <https://cityofcamarillo.org/bidding>. This addendum shall be attached to and become a part of the specifications. Each Bidder shall acknowledge receipt of this Addendum and include the **Acknowledgement Receipt of Addendum Number 1** in their bid submittal, which shall be taken as prima facie evidence that the bidder was aware of this inclusion prior to submission of their bid.

CITY OF CAMARILLO

By: _____


John Thomas,
Assistant Director of Administrative Services



City of Camarillo

Administrative Services Department

601 Carmen Drive, Camarillo, CA 93010
Office: 805.383.5633 - Fax: 805.388.5318

ADDENDUM NUMBER 2

SPECIFICATION NUMBER AS-2023-5

CAMARILLO PUBLIC LIBRARY EXTERIOR PAINTING

MARCH 20, 2024

1. **BID OPENING DATE**

1.01 The Bid Opening Date has not changed. **Bids are due April 2, 2024 at 11:00am**

2. **SCOPE OF WORK: EXTERIOR METAL DOOR COLOR CLARIFICATION**

2.01 **ADD:** New page 8 to Scope of Work clarifying color of Exterior Doors (both sides).

The exterior side of (9) Exterior Metal Doors is DEW 341 Swiss Coffee, the interior color varies between DEW 341 Swiss Coffee, DEC 761 Cochise, and DEA 161 Wild Mustang. See attached site plan, A2-2.

This addendum shall be attached to and become a part of the specifications. **Each Bidder shall acknowledge on Page 3 of the BID PROPOSAL receipt of this Addendum**, which shall be taken as prima facie evidence that the bidder was aware of this inclusion prior to submission of his/her bid.

John Thomas
Assistant Director of Administrative Services

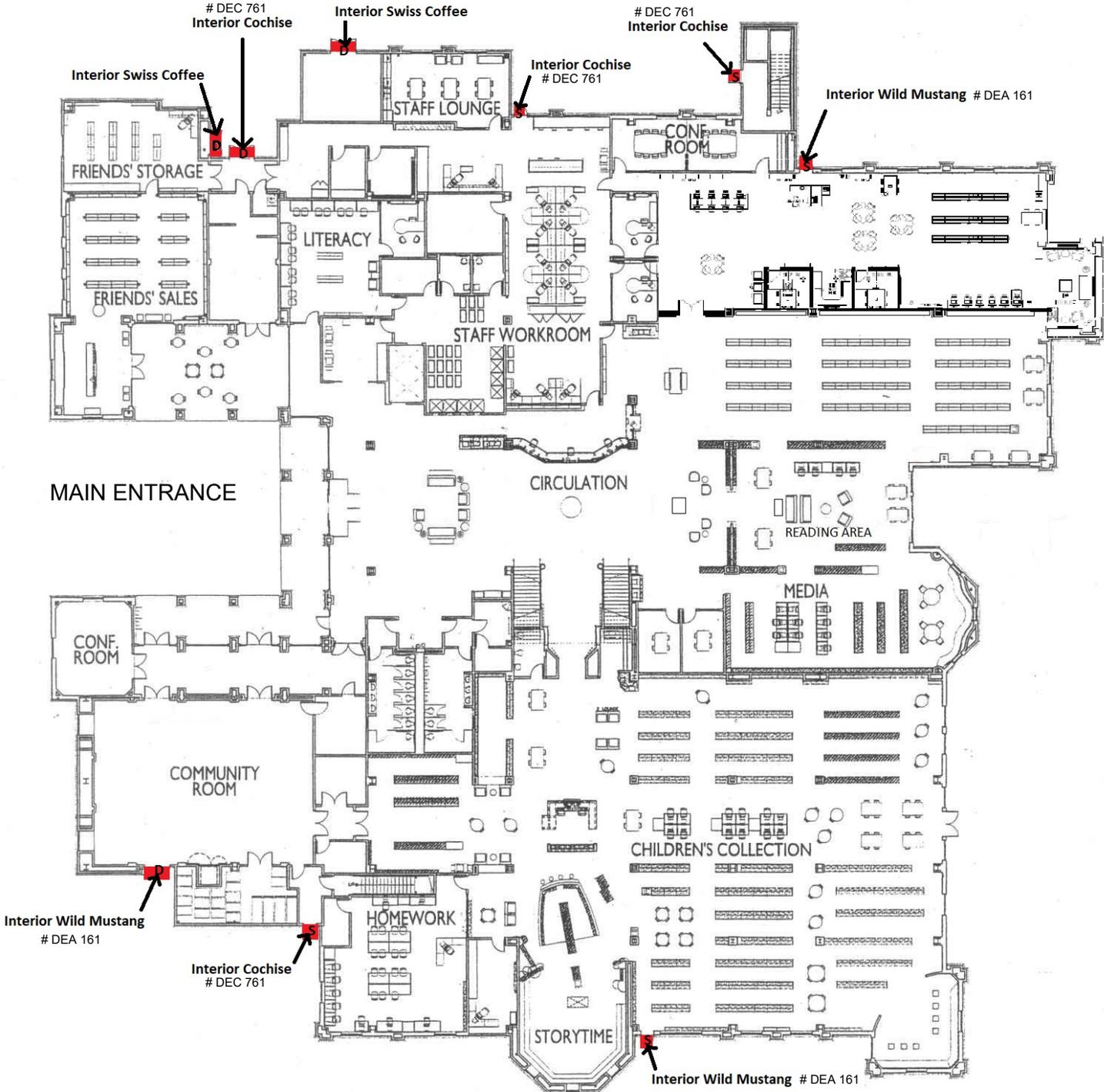
Camarillo Public Library

4101 Las Posas Rd. Camarillo, CA 93010

First Floor Plan

All doors marked in red are exterior metal doors. Door and frame exterior paint is Swiss Coffee. See individual note for each interior door and door frame color.

D = Double
S = Single



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>1091363</u>	<u>C-33</u>	<u>5/31/2026</u>
License Number	Class	Expiration Date

04 / 10 / 2024
Date

Perfection Painting Corp
Antonia Marquez

Antonia Marquez

(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.

Perfection Painting Corp

Antonia Marquez

04 / 10 / 2024

Date

Antonia Marquez

**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 1000951947.

Perfection Painting Corp

Antonia Marquez

04 / 10 / 2024

Date

Antonia Marquez

(Labor Code section 1725.5)

BOND NO. _____

PERFORMANCE BOND

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

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

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

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

BOND CONDITIONS

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

BOND

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

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

PRINCIPAL

By _____

Title _____

Address _____

Telephone Number _____

Signature _____

SURETY

By _____

Title _____

Address _____

Telephone Number _____

Signature _____

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

BOND NO. _____

PAYMENT BOND

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

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

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

BOND CONDITIONS

1. PRINCIPAL will construct the Work identified in the Contract. Such performance will be in accordance with the Contract Documents identified in the Contract, which are hereby incorporated and made a part of this bond. CITY has estimated the required amount of the bond as shown above.
2. If PRINCIPAL, its heirs, executors, administrators, successors, assigns or subcontractors fail to pay any of the persons named in California Civil Code section 3181, or any amounts due under the California Unemployment Insurance Code with respect to work or labor performed under the Contract, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and its subcontractors under Unemployment Insurance Code section 13020, with respect to work or labor performed under the Contract, SURETY will pay for the same in an amount not exceeding the penal sum specified in this bond.
3. This bond inures to the benefit of any of the persons named in Civil Code section 3181 so as to give a right of action to such persons or their assigns in any suit brought upon this bond. In case suit is successfully brought upon this bond, SURETY further agrees to pay all reasonable attorneys' fees and costs in an amount fixed by the court.

BOND

- 4. This bond is conditioned upon and guarantees due compliance with all applicable law including, without limitation, the Camarillo Municipal Code.
- 5. SURETY agrees that no changes, extensions of time, alteration, or modification of the Contract or of the obligations to be performed thereunder will in any way affect its obligation on this bond, and waives notice of any such change, extension of time, alteration, or modification of the Contract or of the obligations to be performed. Furthermore, SURETY expressly waives the provisions of California Civil Code sections 2845 and 2849.
- 6. This bond consists of this instrument, the Contract and Contract Documents referenced above, and the following two attached exhibits, all of which are incorporated herein by reference:
 - A. A certified copy of the appointment, power of attorney, bylaws or other instrument entitling or authorizing the persons executing this bond to do so; and
 - B. A certificate issued by the county clerk for the county in which SURETY's representative is located conforming with California Code of Civil Procedure § 995.640 and stating that SURETY's certificate of authority has not been surrendered, revoked, cancelled, annulled, or suspended, or in the event that it has, that renewed authority has been granted.

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

PRINCIPAL

By _____

Title _____

Address _____

Telephone Number _____

Signature _____

SURETY

By _____

Title _____

Address _____

Telephone Number _____

Signature _____

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

Title	City of Camarillo Agreement 2024-32 with Perfection Painting...
File name	CC_Agmt._2024-32_Perfection_Painting_.pdf
Document ID	0f85a8b25de66c179f434bb4b713c4e2fb72fa18
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History



SENT

04 / 09 / 2024

17:55:57 UTC

Sent for signature to Antonia Marquez (perfectionptgco@gmail.com) and Diana Zarate (marquezp661@gmail.com) from dbarbarine@cityofcamarillo.org
IP: 47.176.217.204



VIEWED

04 / 10 / 2024

17:36:14 UTC

Viewed by Diana Zarate (marquezp661@gmail.com)
IP: 172.56.120.91



SIGNED

04 / 10 / 2024

17:37:21 UTC

Signed by Diana Zarate (marquezp661@gmail.com)
IP: 172.56.120.91



VIEWED

04 / 10 / 2024

17:37:54 UTC

Viewed by Antonia Marquez (perfectionptgco@gmail.com)
IP: 172.56.120.91



SIGNED

04 / 10 / 2024

17:46:45 UTC

Signed by Antonia Marquez (perfectionptgco@gmail.com)
IP: 172.56.120.91



COMPLETED

04 / 10 / 2024

17:46:45 UTC

The document has been completed.