

**AGREEMENT BETWEEN  
VENTURA COUNTY TRANSPORTATION COMMISSION  
AND  
GLOBAL BUILDERS, INC.  
VENTURA COUNTY HIGHWAY CALL BOX REMOVALS**

**ARTICLE I – GENERAL PROVISIONS**

- A. This AGREEMENT is between the following named, hereinafter referred to as, CONTRACTOR and the Ventura County Transportation Commission, hereinafter referred to as, VCTC. Collectively, the VCTC and CONTRACTOR are referred to herein as “Parties.

The name of the “CONTRACTOR” is as follows:  
GLOBAL BUILDERS, INC.  
Incorporated in the State of California

The Project Manager for the CONTRACTOR will be: Mr. Walid A. Timory

The Contract Administrator for VCTC will be: Mr. Andrew Kent, Program Manager –  
Transportation Data & Services

- B. The Parties understand and agree that work to be performed under this AGREEMENT is the Ventura County Highway Call Box Bagging project described in Article III Statement of Work, Exhibit A to this Agreement “Ventura County Highway Call Box Removals,” and the approved CONTRACTOR’s Cost Proposal dated June 20, 2025. The approved CONTRACTOR’s Cost Proposal is attached hereto (Exhibit B) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this AGREEMENT or Exhibit A, this AGREEMENT and Exhibit A shall take precedence.
- C. To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend, protect and hold harmless VCTC, its Boards, Commissions, and their officials, employees and agents, and those of VCTC’s partner agencies(“Indemnified Parties”), from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, including attorneys’ fees, court costs, expert and witness fees, and other costs and fees of litigation, arising or alleged to have arisen, in whole or in part, out of or in connection with (1) CONTRACTOR’s breach or failure to comply with any of its obligations contained in the AGREEMENT, including any obligations arising from the CONTRACTOR’s compliance with or failure to comply with applicable laws, including all applicable federal and state labor requirements including, without limitation, the requirements of California Labor Code section 1770 et seq., and/ or (2) negligent, reckless, or willful acts, errors, omissions or misrepresentations committed by CONTRACTOR, its officers, employees, agents, subcontractors, or anyone under CONTRACTOR’s control, in the performance of work or services under the AGREEMENT (collectively “Claims” or individually “Claim”).
1. In addition to CONTRACTOR’s duty to indemnify, CONTRACTOR shall have a separate and wholly independent duty to defend Indemnified Parties at CONTRACTOR’s expense by legal counsel approved by VCTC, from and against all Claims, and shall continue this defense until the Claims are resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of CONTRACTOR shall be required for the duty to defend to arise. VCTC shall notify CONTRACTOR of any Claim, shall tender the defense of the Claim to CONTRACTOR, and shall assist CONTRACTOR, as may be reasonably requested, in the defense.
  2. If CONTRACTOR elects to use subcontractors, CONTRACTOR agrees to require its subcontractors to indemnify Indemnified Parties and to provide insurance coverage to the

same extent as required of CONTRACTOR pursuant to this Agreement. If the CONTRACTOR elects to use subcontractors, the CONTRACTOR shall not allow any subcontractor to commence work until all insurance required of subcontractor is obtained and verification of such coverage is provided.

3. The provisions of this Section shall survive the expiration, suspension, or termination of this Agreement
- D. CONTRACTOR in the performance of this AGREEMENT, shall act in an independent capacity. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto. CONTRACTOR's assigned personnel shall not be entitled to any benefits payable to employees of VCTC.
- E. VCTC is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of the AGREEMENT and is not required to issue W-2 Forms for income and employment tax purposes for any of CONTRACTOR's assigned personnel. CONTRACTOR, in the performance of its obligation hereunder, is only subject to the control or direction of the VCTC as to the designation of tasks to be performed and the results to be accomplished.
- F. Any third-party person(s) employed by CONTRACTOR shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. CONTRACTOR hereby agrees to indemnify and hold VCTC harmless from any and all claims that may be made against VCTC based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT, including any contentions by CONTRACTOR's employees related to eligibility for benefits under the Public Employee Retirement System ("PERS") pursuant to the relationship created under this Agreement.
- G. Except as expressly authorized herein, CONTRACTOR's obligations under this AGREEMENT are not assignable or transferable, and CONTRACTOR shall not subcontract any work, without the prior written approval of the VCTC. However, claims for money due or which become due to CONTRACTOR from VCTC under this AGREEMENT may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the VCTC.
- H. In accordance with CONTRACTOR's obligations outlined in Section C above, CONTRACTOR shall be as fully responsible to the VCTC for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by CONTRACTOR.
- I. No alteration or variation of the terms of this AGREEMENT shall be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- J. The consideration to be paid to CONTRACTOR as provided herein, shall be in compensation for all of CONTRACTOR's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

## **ARTICLE II – CONTRACTOR'S REPORTS OR MEETINGS**

- A. CONTRACTOR shall submit progress reports at least once a month. The report should be sufficiently detailed for the VCTC's Contract Administrator to determine, if CONTRACTOR is performing to expectations, and is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

- B. CONTRACTOR's Project Manager shall meet with VCTC's Contract Administrator, as needed, to discuss progress on the AGREEMENT.

### **ARTICLE III – STATEMENT OF WORK**

#### **A. Contractor Services/Work**

The purpose of this AGREEMENT is to provide call box bagging services, hereinafter referred to as "Project", located in Ventura County, California as further described and depicted in Exhibit A. The scope of work shall include call box bagging services as specified in the Project scope of work as attached in Exhibit A.

#### **B. VCTC Obligations**

All data applicable to the Project and in possession of VCTC, another agency, or government agency that are to be made available to CONTRACTOR are referred to in the AGREEMENT. Any other assistance or services to be furnished to CONTRACTOR are as stated herein.

#### **C. CONTRACTOR Services**

CONTRACTOR's services, including any material testing and surveys, as specified in the plans and specifications, are the responsibility of the CONTRACTOR. Payment for these services is included in the AGREEMENT fee.

#### **D. Documentation and Schedules**

CONTRACTOR shall document the results of the work to the satisfaction of VCTC, and if applicable, the State and Federal Agencies. This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of the AGREEMENT objectives.

#### **E. Deliverables and Number of Copies**

The CONTRACTOR shall furnish three (3) hard copies and one (1) electronic copy of all deliverables, including reports, brochures, sets of plans, specifications, and maps.

### **ARTICLE IV – PERFORMANCE PERIOD**

- A. This AGREEMENT shall be effective as of July 11, 2025, and CONTRACTOR shall commence work after notification to proceed by VCTC'S Contract Administrator. The AGREEMENT shall terminate on August 31, 2025 or Notice of Project Completion issued by VCTC, whichever is later, unless extended by AGREEMENT amendment or terminated sooner pursuant to the provisions herein. As this is a project impacting important public infrastructure, time is of the essence and CONTRACTOR shall use best efforts to complete the work during the foregoing time period, including dedicating sufficient resources and personnel to meet the timeline.

### **ARTICLE V – ALLOWABLE COSTS AND PAYMENTS**

- A. The method of payment for this AGREEMENT will be based on lump sum. The total lump sum price paid to CONTRACTOR will include compensation for all work and deliverables, including travel and equipment described in Article III Statement of Work. No additional compensation will be paid to CONTRACTOR, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between CONTRACTOR and VCTC. Adjustment in the total lump sum compensation will not be effective until authorized by AGREEMENT amendment and approved by VCTC.

- B. Progress payments may be made monthly in arrears based on the percentage of work completed by CONTRACTOR. If CONTRACTOR fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, VCTC shall have the right to delay payment or terminate this AGREEMENT in accordance with the provisions of Article VI Termination.
- C. CONTRACTOR shall not commence performance of work or services until this AGREEMENT has been approved by VCTC and notification to proceed has been issued by VCTC'S Contract Administrator. No payment will be made prior to approval of any work, or for any work performed prior to approval of this AGREEMENT.
- D. CONTRACTOR will be reimbursed within thirty (30) days upon receipt by VCTC'S Contract Administrator of accurate, uncontested, itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONTRACTOR is billing. Invoices shall detail the work performed on each milestone as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due VCTC that include any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice must be submitted within sixty (60) calendar days after completion of CONTRACTOR's work unless a later date is approved by the VCTC. Invoices shall be mailed to VCTC's Contract Administrator at the following address:

Ventura County Transportation Commission  
Attn: Andrew Kent  
751 E. Daily Dr., Suite 420  
Camarillo, CA 93010
- E. The total amount payable by VCTC pursuant to this Agreement and for this Project shall not exceed \$564,260.

#### **ARTICLE VI – TERMINATION**

- A. This AGREEMENT may be terminated by VCTC for convenience or for cause upon CONTRACTOR's breach of a material provision of this Agreement, provided that VCTC gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate.
- B. If VCTC provides notice of intent to terminate this AGREEMENT for cause upon CONTRACTOR's breach of a material provision of this Agreement, the notice shall specify the nature of the breach and provide CONTRACTOR with an opportunity to cure. If CONTRACTOR fails to cure the breach and/or fails to reasonably commence a satisfactory cure, in VCTC's sole discretion, prior to the end of the 30-day notice period, then VCTC may immediately terminate the AGREEMENT upon the date specified in the notice.
- C. Upon termination, VCTC shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.
- D. VCTC may temporarily suspend this AGREEMENT, at no additional cost to VCTC, provided that CONTRACTOR is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If VCTC gives such notice of temporary suspension, CONTRACTOR shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination.
- E. Notwithstanding any provisions of this AGREEMENT, CONTRACTOR shall not be relieved of liability to VCTC for damages sustained by VCTC by virtue of any breach of this AGREEMENT by CONTRACTOR, and VCTC may withhold any payments due to CONTRACTOR in an amount necessary to cover such damages. In the event of a breach, VCTC may take over the Work and prosecute the same to completion by VCTC or otherwise, and the CONTRACTOR shall be liable to

VCTC for reasonable costs incurred by VCTC in making necessary arrangements for completion of the work by others. The rights and remedies of VCTC provided above shall not be exclusive and are in addition to any other rights and remedies provided by law, equity, or under this AGREEMENT. VCTC shall have the right to set-off any such amounts it incurs in order to complete the Work or otherwise related to the termination of CONTRACTOR against any payments owed to CONTRACTOR for that portion of the Work which has been completed and accepted by VCTC.

- F. In the event of termination for convenience, CONTRACTOR shall be compensated for work satisfactorily completed and approved by VCTC consistent with this AGREEMENT. Upon termination, VCTC shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

#### **ARTICLE VII – COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS**

- A. The CONTRACTOR agrees that 48 CFR 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.
- B. The CONTRACTOR also agrees to comply with Federal procedures in accordance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to the CONTRACTOR that are determined by subsequent audit to be unallowable under 48 CFR 31 or 2 CFR 200 are subject to repayment by the CONTRACTOR to VCTC.
- D. When a CONTRACTOR or Subcontractor is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

#### **ARTICLE VIII – RETENTION OF RECORDS/AUDITS**

For the purpose of determining compliance with Gov. Code § 8546.7, the CONTRACTOR, Subcontractors, and VCTC shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONTRACTOR's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT and records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition. VCTC, Caltrans Auditor, the federal government, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONTRACTOR, Subcontractors, and the CONTRACTOR's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation. CONTRACTOR agrees to permit any of the above-listed parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

#### **ARTICLE IX – AUDIT REVIEW PROCEDURES**

- A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by VCTC'S Chief Financial Officer.
- B. Not later than thirty (30) calendar days after issuance of the final audit report, CONTRACTOR may request a review by VCTC'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by VCTC will excuse CONTRACTOR from full

and timely performance, in accordance with the terms of this AGREEMENT.

- D. CONTRACTOR and subcontractor AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONTRACTOR's responsibility to ensure federal, VCTC, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONTRACTOR and approved by VCTC Contract Administrator to conform to the audit or review recommendations. CONTRACTOR agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by VCTC at its sole discretion. Refusal by CONTRACTOR to incorporate audit or review recommendations, or to ensure that the federal, VCTC or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
- E. CONTRACTOR's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONTRACTOR and approved by the VCTC Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONTRACTOR to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

- a. During IOAI's review of the ICR audit work papers created by the CONTRACTOR's independent CPA, IOAI will work with the CPA and/or CONTRACTOR toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, VCTC will reimburse the CONTRACTOR at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines} is received and approved by IOAI.

Accepted rates will be as follows:

- i. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
  - ii. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
  - iii. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
- b. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONTRACTOR to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONTRACTOR's and/or the independent CPA's revisions.
  - c. If the CONTRACTOR fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was

established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.

- d. CONTRACTOR may submit to VCTC final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of VCTC; and, (3) IOAI has issued its final ICR review letter. The CONTRACTOR MUST SUBMIT ITS FINAL INVOICE TO VCTC no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between VCTC and the CONTRACTOR, either as a prime or subcontractor, with the same fiscal period ICR.

#### **ARTICLE X – SUBCONTRACTING**

- A. Nothing contained in this AGREEMENT or otherwise shall create any contractual relation between the VCTC and any Subcontractors, and no subagreement shall relieve the CONTRACTOR of its responsibilities and obligations hereunder. The CONTRACTOR agrees to be as fully responsible to the VCTC for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONTRACTOR. The CONTRACTOR's obligation to pay its Subcontractors is an independent obligation from the VCTC's obligation to make payments to the CONTRACTOR.
- B. The CONTRACTOR shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the VCTC Contract Administrator, except that which is expressly identified in the CONTRACTOR's approved Cost Proposal.
- C. Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subcontractors unless otherwise noted.
- D. CONTRACTOR shall pay its Subcontractors within Fifteen (15) calendar days from receipt of each payment made to the CONTRACTOR by the VCTC.
- E. Any substitution of Subcontractors must be approved in writing by the VCTC Contract Administrator in advance of assigning work to a substitute Subcontractor.
- F. Prompt Progress Payment

CONTRACTOR or Subcontractor shall pay to any Subcontractor, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONTRACTOR on account of the work performed by the Subcontractors, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONTRACTOR or Subcontractor to a Subcontractor, CONTRACTOR or Subcontractor may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the Subcontractor, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to the prevailing party's attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subcontractors.

- G. Prompt Payment of Withheld Funds to Subcontractors

VCTC may hold retainage from CONTRACTOR and shall make prompt and regular incremental acceptances of portions, as determined by the VCTC, of the contract work, and pay retainage to CONTRACTOR based on these acceptances. No retainage will be held by the VCTC from progress payments due to CONTRACTOR. CONTRACTORS and Subcontractors are prohibited from holding retainage from Subcontractors. Any delay or postponement of payment may take place only for good cause and with VCTC's prior written approval. Any violation of these provisions shall subject the violating CONTRACTOR or Subcontractor to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONTRACTOR or Subcontractor in the event of a dispute involving late payment or nonpayment by CONTRACTOR, deficient Subcontractor performance and/or noncompliance by a Subcontractor. This clause applies to both DBE and non-DBE Subcontractors.

- H. Any violation of these provisions shall subject the violating CONTRACTOR or Subcontractor to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to CONTRACTOR or subcontractor in the event of a dispute involving late payment or nonpayment by CONTRACTOR, deficient subcontract performance, or noncompliance by a subcontractor.

#### **ARTICLE XI – STATE PREVAILING WAGE RATES**

- A. No CONTRACTOR or Subcontractor may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments. CONTRACTOR shall post all required notices pursuant to the Labor Code in conspicuous places on the job site.
- B. The CONTRACTOR shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional / District Labor Compliance Officer (<https://dot.ca.gov/programs/construction/labor-compliance>). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all work performed at VCTC construction sites, at VCTC facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve VCTC projects. Prevailing wage requirements do not apply to work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.
- C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at <http://www.dir.ca.gov>.
- D. Payroll Records
  - a. Each CONTRACTOR and Subcontractor shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONTRACTOR or Subcontractor in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
    - i. The information contained in the payroll record is true and correct.



- ii. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
  - b. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONTRACTOR under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by VCTC representatives at all reasonable hours at the principal office of the CONTRACTOR. The CONTRACTOR shall provide copies of certified payrolls or permit inspection of its records as follows:
    - i. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
    - ii. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of VCTC, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to VCTC, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONTRACTOR.
    - iii. The public shall not be given access to certified payroll records by the CONTRACTOR. The CONTRACTOR is required to forward any requests for certified payrolls to the VCTC Contract Administrator by both email and regular mail on the business day following receipt of the request.
  - c. Each CONTRACTOR shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
  - d. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by VCTC shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONTRACTOR or Subcontractor performing the work shall not be marked or obliterated.
  - e. The CONTRACTOR shall inform VCTC of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
  - f. The CONTRACTOR or Subcontractor shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONTRACTOR or Subcontractor fails to comply within the ten (10) day period, he or she shall, as a penalty to VCTC, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by VCTC from payments then due. CONTRACTOR is not subject to a penalty assessment pursuant to this section due to the failure of a Subcontractor to comply with this section.
- E. When prevailing wage rates apply, the CONTRACTOR is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the VCTC Contract Administrator.
- F. Penalty
- a. The CONTRACTOR and any of its Subcontractors shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONTRACTOR and any Subcontractor shall forfeit to the VCTC a penalty of not more than two hundred dollars (\$200) for each calendar day, or

portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONTRACTOR or by its Subcontractor in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.

- b. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONTRACTOR or Subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the CONTRACTOR or Subcontractor in meeting their respective prevailing wage obligations, or the willful failure by the CONTRACTOR or Subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONTRACTOR or Subcontractor had knowledge of the obligations under the Labor Code. The CONTRACTOR is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.
- c. In addition to the penalty and pursuant to Labor Code §1775, 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 shall be paid to each worker by the CONTRACTOR or Subcontractor.
- d. If a worker employed by a Subcontractor on a public works project is not paid the general prevailing per diem wages by the Subcontractor, the prime CONTRACTOR of the project is not liable for the penalties described above unless the prime CONTRACTOR had knowledge of that failure of the Subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime CONTRACTOR fails to comply with all of the following requirements:
  - i. The AGREEMENT executed between the CONTRACTOR and the Subcontractor for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
  - ii. The CONTRACTOR shall monitor the payment of the specified general prevailing rate of per diem wages by the Subcontractor to the employees by periodic review of the certified payroll records of the Subcontractor.
  - iii. Upon becoming aware of the Subcontractor's failure to pay the specified prevailing rate of wages to the Subcontractor's workers, the CONTRACTOR shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subcontractor for work performed on the public works project.
  - iv. Prior to making final payment to the Subcontractor for work performed on the public works project, the CONTRACTOR shall obtain an affidavit signed under penalty of perjury from the Subcontractor that the Subcontractor had paid the specified general prevailing rate of per diem wages to the Subcontractor's employees on the public works project and any amounts due pursuant to Labor Code §1813.

Pursuant to Labor Code §1775, VCTC shall notify the CONTRACTOR on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subcontractor has failed to pay workers the general prevailing rate of per diem wages.

If VCTC determines that employees of a Subcontractor were not paid the general prevailing rate of per diem wages and if VCTC did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONTRACTOR shall withhold an amount of moneys due the Subcontractor sufficient to pay those employees the general prevailing rate of per diem wages if requested by VCTC.

## **ARTICLE XII – NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

CONTRACTOR shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, gender identity, gender expression, sexual orientation or any other legally protected class or category, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by CONTRACTOR under this Agreement. CONTRACTOR shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of CONTRACTOR thereby.

CONTRACTOR shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

### **ARTICLE XIII – CONTRACT WORK HOURS AND SAFETY STANDARDS ACT COMPLIANCE**

- A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the CONTRACTOR and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages.

Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

- C. Withholding for unpaid wages and liquidated damages. VCTC shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- D. Subcontracts. CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.
- E. Safety. The requirements of 40 U.S.C. 3704 are applicable to the work under this Agreement. These requirements provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. CONTRACTOR shall ensure that the work is completed under sanitary and safe conditions.

#### **ARTICLE XIV – BONDING**

CONTRACTOR shall obtain a performance bond from an admitted California surety for 100 percent of the contract price to secure fulfillment of all the Contractor's requirements under this Agreement.

CONTRACTOR shall obtain a payment bond from an admitted California surety for 100 percent of the contract price to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in this Agreement.

The surety for such securities shall be currently admitted to transact surety insurance by the California Department of Insurance and shall carry a Best's rating of no less than A+.

#### **ARTICLE XV – INSURANCE**

Before beginning any work under this Contract, CONTRACTOR, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the CONTRACTOR and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, CONTRACTOR shall provide proof satisfactory to VCTC of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work to VCTC. CONTRACTOR shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the CONTRACTOR's compensation provided hereunder. CONTRACTOR shall not allow any subcontractor to commence work on any subcontract until CONTRACTOR has obtained all insurance required herein for the subcontractor(s). CONTRACTOR shall maintain all required insurance listed herein for the duration of this Agreement.

- A. Workers' Compensation. CONTRACTOR shall, at its sole cost and expense, maintain Workers' Compensation insurance as required by the State of California with Statutory Limits and Employer's Liability insurance with no less than \$1,000,000 per accident for bodily injury or disease. In the alternative, CONTRACTOR may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator, as defined in Section 10.9.
- A. Commercial General and Automobile Liability Insurance.
  - a. Commercial General Liability (CGL). Insurance Services Office Form CG 0001 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. No endorsement shall be attached limiting the coverage. Said policy shall include a Railroads CG 24 17 endorsement removing the exclusion of coverage, if applicable, for bodily injury or property damage arising out of operations within 50 feet of any railroad property and affecting any railroad bridge, trestle, tracks, roadbeds, tunnel, underpass or crossing.
  - b. Automobile Liability. Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage. Automobile coverage shall be at least as broad as Insurance Services Office Automobile

Liability form CA 0001 (most recent edition). Said policy shall include a Railroads CG 24 17 endorsement removing the exclusion of coverage, if applicable, for bodily injury or property damage arising out of operations within 50 feet of any railroad property and affecting any railroad bridge, trestle, tracks, roadbeds, tunnel, underpass or crossing.

- c. Umbrella/Excess Policy. CONTRACTOR shall maintain an excess/umbrella policy beyond the aforementioned limits of \$5,000,000.
- d. Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:
  - i. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
  - ii. Any failure of CONTRACTOR to comply with reporting provisions of the policy shall not affect coverage provided to VCTC and its officers, employees, agents, and volunteers.

B. Professional Liability Insurance.

- a. General requirements. CONTRACTOR, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than \$3,000,000 per claim or per occurrence covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed one hundred fifty thousand dollars (\$150,000) per claim.
- b. Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:
  - i. The retroactive date of the policy must be shown and must be before the date of the Agreement.
  - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
  - iii. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, CONTRACTOR shall purchase an extended period coverage for a minimum of five (5) years after completion of work under this Agreement or the work. VCTC shall have the right to exercise, at the CONTRACTOR's sole cost and expense, any extended reporting provisions of the policy, if the CONTRACTOR cancels or does not renew the coverage.
  - iv. A copy of the claim reporting requirements must be submitted to VCTC for review prior to the commencement of any work under this Agreement.

C. All Policies Requirements

- a. Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.
- b. Verification of coverage. Prior to beginning any work under this Agreement, CONTRACTOR shall furnish VCTC with complete copies of all policies delivered to CONTRACTOR by the insurer, including complete copies of all endorsements attached to

those policies. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If VCTC does not receive the required insurance documents prior to the CONTRACTOR beginning work, this shall not waive the CONTRACTOR's obligation to provide them. VCTC reserves the right to require complete copies of all required insurance policies at any time.

- c. Notice of Cancellation of Coverage. A certified endorsement shall be attached to all Commercial General Liability and Automobile Liability insurance obtained pursuant to this Agreement stating that coverage shall not be suspended, voided, canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to VCTC. In the event that any coverage required by this section is cancelled, CONTRACTOR shall provide written notice to VCTC at CONTRACTOR's earliest possible opportunity and in no case later than ten (10) working days after CONTRACTOR is notified of the change in coverage.
- d. Additional insured; primary insurance. VCTC and its officers, employees, agents, and volunteers, and those of VCTC's partner agencies shall be covered on the General Liability and Automobile Liability policies as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of CONTRACTOR, including VCTC's general supervision of CONTRACTOR; products and completed operations of CONTRACTOR, as applicable; premises owned, occupied, or used by CONTRACTOR; and automobiles owned, leased, or used by the CONTRACTOR in the course of providing services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to VCTC or its officers, employees, agents, or volunteers.

A certified endorsement must be attached to all policies stating that coverage is primary insurance with respect to VCTC and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by VCTC shall be called upon to contribute to a loss under the coverage.

- e. Policy limits. In the event that CONTRACTOR maintains higher insurance coverage limits than those required by this Agreement, VCTC shall be entitled to those higher coverage limits.
  - f. CONTRACTOR's insurer, if insurance is provided, or the CONTRACTOR, if a program of self-insurance is provided, shall waive all rights of subrogation against VCTC and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.
- D. Deductibles and Self-Insured Retentions. CONTRACTOR shall disclose to and obtain the approval of VCTC for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. Further, if the CONTRACTOR's insurance policy includes a self-insured retention that must be paid by a named insured as a precondition of the insurer's liability, or which has the effect of providing that payments of the self-insured retention by others, including additional insureds or insurers do not serve to satisfy the self-insured retention, such provisions must be modified by special endorsement so as to not apply to the additional insured coverage required by this agreement so as to not prevent any of the parties to this agreement from satisfying or paying the self-insured retention required to be paid as a precondition to the insurer's liability. Additionally, the certificates of insurance must note whether the policy does or does not include any self-insured retention and also must disclose the deductible.

During the period covered by this Agreement, only upon the prior express written authorization of Contract Administrator, CONTRACTOR may increase such deductibles or self-insured retentions with respect to VCTC, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a

requirement that CONTRACTOR procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

- E. Subcontractors. CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- F. Variation. VCTC may approve a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that VCTC's interests are otherwise fully protected.
- G. Remedies. In addition to any other remedies VCTC may have if CONTRACTOR fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, VCTC may, at its sole option exercise any of the following remedies, which are alternatives to other remedies VCTC may have and are not the exclusive remedy for CONTRACTOR's breach:

Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;

Order CONTRACTOR to stop work under this Agreement or withhold any payment that becomes due to CONTRACTOR hereunder, or both stop work and withhold any payment, until CONTRACTOR demonstrates compliance with the requirements hereof; and/or terminate this Agreement.

## **ARTICLE XVI – MISCELLANEOUS**

- A. Governing Law. The laws of the State of California shall govern this Agreement.
- B. Licenses and Permits. CONTRACTOR represents and warrants to VCTC that CONTRACTOR and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals, including from VCTC, of what-so-ever nature that are legally required to practice their respective professions and perform the services. CONTRACTOR represents and warrants to VCTC that CONTRACTOR and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions and perform the services. In addition to the foregoing, CONTRACTOR and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from applicable government agencies.
- C. Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between VCTC and CONTRACTOR shall survive the termination of this Agreement.
- D. Attorney's Fees. If a party to this Agreement brings any action, including arbitration or an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- E. Venue. In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts

of California in the County of Ventura or in the United States District Court for the Central District of California. .

F. Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

G. No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

H. Notices. All notices and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given (i) when received if personally delivered; (ii) when received if transmitted by telecopy, if received during normal business hours on a business day (or if not, the next business day after delivery) provided that such facsimile is legible and that at the time such facsimile is sent the sending Party receives written confirmation of receipt; (iii) if sent for next day delivery to a domestic address by recognized overnight delivery service (e.g., Federal Express); and (iv) upon receipt, if sent by certified or registered mail, return receipt requested. In each case notice shall be sent to the respective Parties as follows:

**CONTRACTOR:**

Mr. Walid A. Timory  
CEO, Global Builders, Inc.  
23276 S. Pointe Dr., Ste. 206  
Laguna Hills, CA 92653  
[info@globalbuildersca.com](mailto:info@globalbuildersca.com)

**VCTC:**

Attention: Contract Administrator  
751 E Daily Dr., Ste 420  
Camarillo, CA 93010  
[akent@goventura.org](mailto:akent@goventura.org)

I. Integration. This Agreement, including all Exhibits attached hereto, and incorporated herein, represents the entire and integrated agreement between VCTC and CONTRACTOR and supersedes all prior negotiations, representations, or agreements, either written or oral pertaining to the matters herein.

J. Counterparts. This Agreement may be executed in counterparts and/or by facsimile or other electronic means, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterpart, shall constitute one Agreement, which shall be binding upon and effective as to all Parties.

K. Compliance with Law. CONTRACTOR shall comply with all applicable federal, state, and local laws, regulations, directives, and orders in the performance of the services provided for under this Agreement.

L. Construction. The headings in this Agreement are for the purpose of reference only and shall not limit or otherwise affect any of the terms of this Agreement. The parties have had an equal



opportunity to participate in the drafting of this Agreement; therefore any construction as against the drafting party shall not apply to this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first herein written above.

VENTURA COUNTY TRANSPORTATION COMMISSION

By: \_\_\_\_\_

Date: \_\_\_\_\_

Martin R. Erickson

Executive Director

APPROVED AS TO FORM: VCTC

By: \_\_\_\_\_

Date: \_\_\_\_\_

Lindsay D'Andrea, General Counsel

GLOBAL BUILDERS, INC.

By: \_\_\_\_\_

Date: \_\_\_\_\_

Walid R. Timory, Chief Executive Officer

**EXHIBIT A****“STATEMENT OF WORK”****Project Description**

The objective of this project is to remove and dispose of all 427 emergency roadside call boxes in Ventura County. All call boxes in Ventura County are 4G cellular enabled and powered by mounted solar panels. The call boxes are spaced approximately ½ to 1 mile on the shoulders of the highway system countywide within the Caltrans ROW.

The scope of work includes providing all necessary labor, equipment, and materials to remove the call boxes and restore the sites to their original condition. Additionally, the contractor will be responsible for the disposal or recycling of materials removed.

**Project Details**

The contractor will be responsible for obtaining all necessary permits from Caltrans District 7 to perform the work in Caltrans right-of-way. Once all call boxes have been bagged and permissions have been granted by Caltrans, the contractor will proceed to remove the call boxes and restore the Caltrans right-of-way to pre-existing conditions. The proposed work shall consist of removing all call box related improvements including, but not limited to, poles with call boxes, signage and solar panels, and concrete pads in landscaped areas where present (See Appendix B specifications). The call box pole base will be cut to 12 inches below grade to maintain the integrity of surface. All call box material will be removed and backfilled with existing material and graded to match surrounding grades and to avoid tripping hazards. The contractor will be responsible for disposal of all call box waste materials.

The 427 call boxes are distributed across eight (8) highways countywide (SR1, SR23, SR33, SR34, SR118, SR126, SR150 and US101). There are seven (7) site types of call box installations with varying remediation needs (see Appendix C). The contractor will remove all call boxes, dispose of the waste products, and remediate the sites to original conditions accordingly to meet the demands of each site type. Call box removals will occur in a phased approach by highway as directed by VCTC.

The call box locations can be viewed by navigating to the linked web map application (Appendix A): [Call Box Locations SOW SAFE-2025](#).

Ventura County Call Boxes by Highway &amp; Site Type

	<b>A</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>L</b>	<b>M</b>	
<b>Freeway / Highway</b>	<b>At Grade, In Soil</b>	<b>Wall Mount</b>	<b>Behind Barrier</b>	<b>Behind Guardrail</b>	<b>Behind Curb</b>	<b>At Grade, Pavement</b>	<b>Total</b>
SR1	16			4	14	9	43
SR23	11	3		7	14	7	42
SR33	4				18	2	24
SR34	3						3
US101	38	3	1	19	44	24	129
SR118	11	2		16	29	5	63
SR126	27			18	37	18	100
SR150	14				2	7	23
<b>Total</b>	<b>124</b>	<b>8</b>	<b>1</b>	<b>64</b>	<b>158</b>	<b>66</b>	<b>427</b>

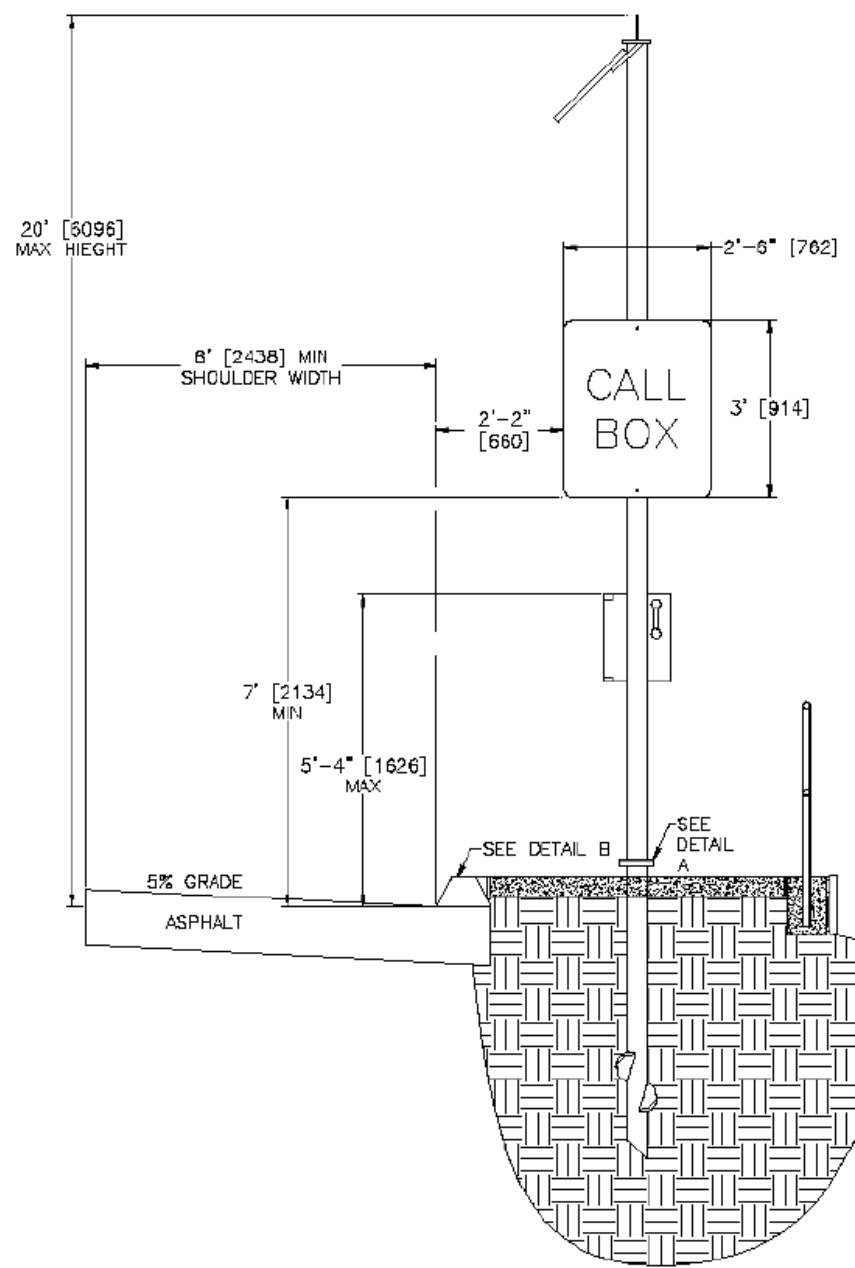
## Contractor Tasks

1. **Bagging Call Boxes**
  - Prior to removals, all call boxes in the Ventura County system must be bagged to indicate discontinuation of service to the public.
  - Bagging the call boxes requires covering signage and yellow call box housing (see Appendix C).
2. **Removal of Call Boxes and Associated Equipment**
  - The contractor shall remove all call boxes and associated materials, as specified for site types A, D, F, L, and M (see Appendix C).
  - Call box removal shall include steel pole standards, signs, solar panels, electrical wiring, lead acid batteries, concrete foundations, including bar reinforcement, and any associated items.
3. **Site Restoration**
  - **Pole Bases:** After removing the steel pole standards from their mounting flanges/bases, any remaining underground base structures must be removed to a minimum of 12 inches below existing grade and backfilled with soil to restore the site to its original appearance.
  - **Pads:** For site type A, remove any fiberglass or concrete standing pads and backfill with soil. For site types B and C, remove any fiberglass or concrete standing pads, handrails and wood support framing and back fill with soil.
4. **Disposal and Recycling**
  - The contractor must aggregate all removed materials and dispose of or recycle them as appropriate.
5. **Traffic Control**
  - All contractor vehicles are to be parked, and removal to occur in daylight, out of the way of traffic and at least six feet from the traveled way. If this cannot be done because of the location of the call box, then traffic control will be needed consistent with Caltrans Standard Plans T9 to T13B, as appropriate to each site location.
6. **Schedule**
  - Contractor shall prepare a schedule of task completion phased by highway for VCTC review and approval.
  - Work on call box removal is to be completed by September 1, 2025.
7. **Documentation and Reporting**
  - Photos: Before and after pictures of each call box location, with the call box sign number clearly displayed on a dry-erase board in the "after" photo.
  - Electronic Report: An Excel-based field report (template provided) detailing notes for each location.
  - Daily Updates: At the end of each workday, the contractor must email VCTC a summary of completed removals, including pictures and a list of removed call boxes. Please identify location of disposal or recycling.

## SOW Appendix A – Call Box Locations Web Map Link

<https://vctc.maps.arcgis.com/apps/mapviewer/index.html?webmap=d3b08eccfd0842e29008a3d4ec6aad93>

SOW Appendix B – Call Box Drawings



**SOW Appendix C – Site Types**



Site Type A – installed at-grade, in soil.



Site Type B – installed in a cut-slope.



Site Type C – installed on an in-fill slope.



Site Type D – mounted on a soundwall.



Site Type F – installed behind a guard rail.



Site Type G – installed at-grade, in concrete.



Site Type H or K – installed on a k-rail or concrete barrier.



Site Type L – installed behind a curb.





Site Type M – same as a Site Type F, except no guard rail.



Bagged Call Box

#### SOW Appendix D – Call Box Removal Log

The Contractor shall develop and maintain a Call Box Removal Log. Sample is shown below:

Call box #	AREA	Location description	Call box status	GEO Pos.	Call box site type	Notes (date removed, & any other items of note)
SB-015-0542	Barstow	N/B 1 M S/O F WILD WASH	ACTIVE	(34 67488333,-117 2106833)	L	
SB-015-0543	Barstow	S/B 1 M S/O F WILD WASH RD	ACTIVE	(34 67463333,-117 21115)	M	
SB-015-0562	Barstow	N/B 1 M N/O F WILD WASH	ACTIVE	(34 702543,-117 204575)	M	
SB-015-0563	Barstow	S/B 1 M N/O F WILD WASH	ACTIVE	(34 702828,-117 204997)	M	
SB-015-0582	Barstow	N/B 2 M S/O F HODGE RD	ACTIVE	(34 727895,-117 189156)	M	
SB-015-0583	Barstow	S/B 2 M S/O F HODGE RD	ACTIVE	(34 728212,-117 189584)	M	
SB-015-0602	Barstow	N/B @ HODGE RD	ACTIVE	(34 7513,-117 16785)	M	
SB-015-0603	Barstow	S/B @ HODGE RD	ACTIVE	(34 75178333,-117 1680667)	M	
SB-015-0622	Barstow	N/B 2 M N/O F HODGE RD	ACTIVE	(34 77208333,-117 1427333)	M	
SB-015-0623	Barstow	S/B 2 M N/O F HODGE RD	ACTIVE	(34 77241667,-117 1431)	L	
SB-015-0642	Barstow	N/B 1.5 M S/O F SIDEWINDER	ACTIVE	(34 79176667,-117 1183833)	M	
SB-015-0643	Barstow	S/B 1.5 M S/O F SIDEWINDER	ACTIVE	(34 79213333,-117 1186833)	M	
SB-015-0652	Barstow	N/B S/O F SIDEWINDER RD	ACTIVE	(34 8020938,-117 1055567)	M	
SB-015-0653	Barstow	S/B S/O F SIDEWINDER RD	ACTIVE	(34 802406,-117 10597)	M	
SB-015-0672	Barstow	N/B N/O F SIDEWINDER RD	ACTIVE	(34 82813333,-117 0920167)	M	
SB-015-0673	Barstow	S/B N/O F SIDEWINDER RD	ACTIVE	(34 8282833,-117 0925167)	M	
SB-015-0688	Barstow	N/B @ LENWOOD RD	ACTIVE	(34 85485,-117 0850167)	M	
SB-015-0689	Barstow	S/B @ LENWOOD RD	ACTIVE	(34 85495,-117 08435)	M	
SB-015-0708	Barstow	N/B S/O F "L" STREET	ACTIVE	(34 879805,-117 065836)	L	
SB-015-0709	Barstow	S/B S/O F "L" STREET	ACTIVE	(34 880214,-117 066167)	L	
SB-015-0728	Barstow	N/B N/O F "L" STREET	ACTIVE	(34 885852,-117 033375)	L	
SB-015-0729	Barstow	S/B N/O F "L" STREET	ACTIVE	(34 886311,-117 033352)	O	
SB-015-0752	Barstow	N/B 5 M N/O F E MAIN ST	ACTIVE	(34 89355,-116 997843)	L	
SB-015-0753	Barstow	S/B 5 M N/O F E MAIN ST	ACTIVE	(34 893966,-116 997909)	L	



**EXHIBIT B**

**“CONTRACTOR’s COST PROPOSAL”**



**Global Builders Inc (CSLB# 1045058)**  
23276 S Pointe Drive, Suite #206, Laguna Hills, CA 92653  
Cell # 949 923 0657 [Globalbuilders2018@gmail.com](mailto:Globalbuilders2018@gmail.com)  
[www.globalbuildersca.com](http://www.globalbuildersca.com)



### **Price Proposal**

**To:**

Andrew Kent  
Program Manager  
Ventura County Transportation Commission  
751 E. Daily Dr., Ste 420  
Camarillo, CA 93010  
Attn: Andrew Kent  
**Email:** [akent@goventura.org](mailto:akent@goventura.org)  
**Phone:** (805) 642-1591 ext. 103

**Subject:** Proposal Submission for Solicitation SAFE-2025-1 — *Ventura County Call Box System Removal and Disposal*

*Scope of work:*

Removal of 427 Motorist Aid Call Boxes located throughout Ventura County. All call boxes in Ventura County are 4G cellular enabled and powered by mounted solar panels. The call boxes are spaced approximately ½ to 1 mile on the shoulders of the highway system countywide within the Caltrans ROW.

The scope of work includes providing all necessary labor, equipment, and materials to Remove the call boxes and restore the sites to their original condition. Additionally, we will be responsible for the disposal or recycling of materials removed.

### **Project Details**

The 427 call boxes are distributed across eight (8) highways in Ventura County, as detailed in Appendix A and B. we will remove all call boxes, dispose of the waste Products, and remediate the sites to original conditions. There are six (6) site types of call box installations with varying remediation needs (per Appendix D). Our cost proposal including bagging of the call boxes, removal, site restoration, disposal and recycling, traffic control per project specifications and documents & addendum No .1

Call box removals will occur in a phased approach by highway as directed by VCTC. The distribution of call boxes is as follows:



**Global Builders Inc (CSLB# 1045058)**  
 23276 S Pointe Drive, Suite #206, Laguna Hills, CA 92653  
 Cell # 949 923 0657 Globalbuilders2018@gmail.com  
 www.globalbuildersca.com



Ventura County Call Boxes by Highway &amp; Site Type

	A	D	E	F	L	M	
Freeway/ Highway	At Grade, In Soil	Wall Mount	Behind Barrier	Behind Guardrail	Behind Curb	At Grade, Pavement	Total
SR1	16			4	14	9	43
SR23	11	3		7	14	7	42
SR33	4				18	2	24
SR34	3						3
US101	38	3	1	19	44	24	129
SR118	11	2		16	29	5	63
SR126	27			18	37	18	100
SR150	14				2	7	23
<b>Total</b>	124	8	1	64	158	66	427

**Total cost for this project = 427 call boxes X \$1,380 = \$ 589,260**

**Five Hundred Eighty Nine Thousand Two Hundred Sixty UDS only**

**Alternative: An alternative cost proposal for a modified scope of work that excludes bagging, saving one week of time and \$25,000.**

This quotation is valid for 180 days

We appreciate your time and consideration of our proposal. Please don't hesitate to contact us should you have any questions or require further information.

**Sincerely,**  
 Walid A. Timory  
 CEO, Global Builders Inc.  
 (323) 321-7373  
 info@globalbuildersca.com

Date: 06-20-2025