

BID FORM AND PROPOSAL

To: Governing Board of the Oxnard Union High School District ("District" or "Owner")

From: Viola, Inc.
(Proper Name of Bidder)

The undersigned declares that Bidder has read and understands the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of

Bid No. 627 for the following project known as:

New HVAC Modernization for Oxnard and Pacifica High Schools

("Project" or "Contract") and will accept in full payment for that Work the following total lump sum amount, all taxes included:

| | | |
|---|---------|-------------------------|
| fifteen million three hundred ten thousand | dollars | \$ <u>15,310,000.00</u> |
| BASE BID VALUE FOR OXNARD HIGH SCHOOL | | |
| sixteen million two hundred sixty nine thousand | dollars | \$ <u>16,269,000.00</u> |
| BASE BID VALUE FOR PACIFICA HIGH SCHOOL | | |
| thirty one million five hundred seventy nine thousand | dollars | \$ <u>31,579,000.00</u> |
| BASE BID VALUE FOR BOTH HIGH SCHOOLS COMBINED | | |
| <i>Bidder acknowledges and agrees that the Base Bid accounts for any and all costs. Both projects scopes are combined for a total awarded value noted.</i> | | |

- A. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this Proposal, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its Proposal, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.
- B. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.

- C. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.
- D. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.
- E. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.
- F. The following documents are attached hereto:
 - Bid Bond on the District's form or other security
 - Designated Subcontractors List
 - Site Visit Certification
 - Non-Collusion Declaration
 - Iran Contracting Act Certification
- G. Receipt and acceptance of the following Addenda is hereby acknowledged:

| | |
|---------------------------------------|------------------------|
| No. <u>1</u> , Dated <u>7/28/2020</u> | No. _____, Dated _____ |
| No. <u>2</u> , Dated <u>8/5/2020</u> | No. _____, Dated _____ |
| No. <u>3</u> , Dated <u>8/25/2020</u> | No. _____, Dated _____ |

- H. Bidder acknowledges that the license required for performance of the Work is a B license.
- J. Bidder hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
- K. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all requirements of the Department of Industrial Relations.
- L. Bidder hereby certifies that its bid includes sufficient funds to permit Bidder to comply with all local or state labor laws or regulations during the Project, including payment of prevailing wage, and that Bidder will comply with the provisions of Labor Code section 2810(d) if awarded the Contract
- M. Bidder agrees to comply with all requirements of the Project Labor Agreement.
- N. Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.
- O. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.

- P. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Gov. Code, § 12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
- Q. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the Contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents and registered as a public works contractor with the Department of Industrial Relations. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.
- R. Bidder acknowledges that the Oxnard and Pacifica High Schools are fully occupied, and that students and School District staff have the right of way within the classroom buildings whenever school is in session. Please see the Oxnard Union High School District calendar at oxnardunion.org for an example of typical school occupancy. Students typically begin at 8:00AM and are released at 3:00PM each school day.
- S. District will stage no more than thirteen (13) classroom relocatable units on each campus for students and staff to use while construction is occurring in their permanent classrooms. Consequently, no more than 13 permanent classrooms can be emptied at any given time to allow for construction activities to occur within the permanent classrooms.

The Prime General Contractor will pay for each classroom's contents to be removed, stored and returned to same permanent classroom after each phase of work is complete. Contractor will provide (6) 10' X 40' weather tight storage containers for all miscellaneous FF&E on each campus.

The District will only box and move personal and study/text items from classrooms.

- T. The awarded contractor will be required to provide a document control system. The specific system is noted within the following. Centralizing Data and Document Management is critical to the success of construction projects. The Contractor, District, Architect and Construction Manager will have access along with all associated team members.
- U. The Contractor will implement the use of the following project documentation system. The system license will be purchased by the Contractor for the duration of the project as below.

Duration: 36 Months; Project: Oxnard and Pacifica High School, Oxnard Union High School District, Construction Manager: Bernards. Each General Contractor (Bidder) is to incorporate within their proposal a value of (\$5,500.00) fifty five hundred dollars and zero cents per school per year. The system will be accessible to all parties related to the project.

The contractor will also provide an electronic copy of the entire documentation of the project to OUHSD as a portion of the closeout documents.

System provider information listed:

Owner Insite, LLC. Contact Phil Burke Main: 888-336-3393 Direct: 512-637-6369.
www.owner-insite.com

- V. The District will disconnect, box, move, address, relocate, and reconnect all IT issues related to classroom relocations.
- W. Special Requirements: Contract shall avoid any excessive noise or vibration adjacent to occupied classrooms will not be tolerated and must occur off normal school hours.
- X. Contractor shall provide adequate procedures for the COVID 19 PANDEMIC. Contractor shall provide procedures within their submitted IIPP addressing such issue. See attached Exhibit A for further information.

Furthermore, Bidder hereby certifies to the District that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this 16 day of September 20 20

Name of Bidder: Viola, Inc.

Type of Organization: Corporation

Signed by: 

Title of Signer: CEO

Address of Bidder: PO Box 5624, Oxnard, CA 93031

Taxpayer Identification No. of Bidder: 95-2100163

Telephone Number: (805) 487-3877

E-mail: estimating@violainc.com

Contractor's License No(s): No.: 193390 Class: A, B Expiration Date: 10/31/2021

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

Public Works Contractor Registration No.: 1000004165

END OF DOCUMENT

BID BOND

(Note: If Bidder is providing a bid bond as its bid security, Bidder must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, Viola, Inc., as Principal ("Principal"), and Travelers Casualty and Surety Company of America, as Surety ("Surety"), a corporation organized and existing under and by virtue of the laws of the State of California and authorized to do business as a surety in the State of California, are held and firmly bound unto the Oxnard Union High School District ("District") of Ventura County, State of California, as Obligee, in an amount equal to ten percent (10%) of the Base Bid plus alternates, in the sum of

Ten Percent of Bid Dollars (\$ 10% of Bid)

lawful money of the United States of America, for the payment of which sum well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to the District for all Work specifically described in the accompanying bid.

NOW, THEREFORE, if the Principal is awarded the Contract and, within the time and manner required under the Contract Documents, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed form in accordance with the bid, and files two bonds, one guaranteeing faithful performance and the other guaranteeing payment for labor and materials as required by law, and meets all other conditions to the Contract between the Principal and the Obligee becoming effective, or if the Principal shall fully reimburse and save harmless the Obligee from any damage sustained by the Obligee through failure of the Principal to enter into the written contract and to file the required performance and labor and material bonds, and to meet all other conditions to the Contract between the Principal and the Obligee becoming effective, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect. The full payment of the sum stated above shall be due immediately if Principal fails to execute the Contract within ten (10) days of the date of the District's Notice of Award to Principal.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or the call for bids, or to the work, or to the specifications.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorneys' fee to be fixed by the Court.

If the District awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the 8th day of September, 2020.

Viola, Inc.

Principal

By 
MICHAEL T. VIOLA, CEO

Travelers Casualty and Surety Company of America

Surety

 Mike Melshenker, Attorney In Fact

By

Mike Melshenker

Name of California Agent of Surety

196 S. Fir St. Ventura, CA 93001

Address of California Agent of Surety

805-585-6115

Telephone Number of California Agent of Surety

Bidder must attach Power of Attorney and Certificate of Authority for Surety and a Notarial Acknowledgment for all Surety's signatures. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.

END OF DOCUMENT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

"A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document."

State of: California
County of Ventura

On 9/8/2020 before me, Joni M. Boole, Notary Public,
personally appeared Mike Melshenker

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I Certify under PENALTY OF PERJURY under the laws of The State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



[Signature]
Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
- CORPORATE OFFICER

TITLES(S)

TITLE OR TYPE OF DOCUMENT

- PARTNERS LIMITED
- GENERAL

NUMBER OF PAGES

- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

SIGNER(S) OTHER THAN NAMED ABOVE



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Mike Melshenker** of **Ventura, California**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

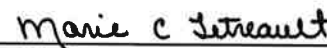
By: 
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021




Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 8th day of September, 2020.




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

DESIGNATED SUBCONTRACTORS LIST
(Public Contact Code Sections 4100-4114)

Bidder acknowledges and agrees that it must clearly set forth below the name, location and California contractor license number of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work or who will specially fabricate and install a portion of the Work according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent (0.5%) of Bidder's total Base Bid and the kind of Work that each will perform. Vendors or suppliers of materials only do not need to be listed.

Bidder acknowledges and agrees that, if Bidder fails to list as to any portion of Work, or if Bidder lists more than one subcontractor to perform the same portion of Work, Bidder must perform that portion itself or be subjected to penalty under applicable law. In case more than one subcontractor is named for the same kind of Work, state the portion of the kind of Work that each subcontractor will perform.

If alternate bid(s) is/are called for and Bidder intends to use subcontractors different from or in addition to those subcontractors listed for work under the Base Bid, Bidder must list subcontractors that will perform Work in an amount in excess of one half of one percent (0.5%) of Bidder's total Base Bid plus alternate(s).

If further space is required for the list of proposed subcontractors, attach additional copies of page 2 showing the required information, as indicated below.

2 **Subcontractor Name:** T3 Contractors
CA Cont. Lic. #: 867365 Location: Riverside
Portion of Work: Demolition

3 **Subcontractor Name:** Troy's Iron
CA Cont. Lic. #: 945177 Location: Stanton
Portion of Work: Structural Steel

4 **Subcontractor Name:** _____
CA Cont. Lic. #: _____ Location: _____
Portion of Work: _____

5 **Subcontractor Name:** _____
CA Cont. Lic. #: _____ Location: _____
Portion of Work: _____

6 **Subcontractor Name:** M&T Concrete

CA Cont. Lic. #: 179501 Location: Oxnard

Portion of Work: Misc Carpentry

7 **Subcontractor Name:** Abdellatif

CA Cont. Lic. #: 662128 Location: Laguna Hills

Portion of Work: Rough Carpentry

8 **Subcontractor Name:** _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

9 **Subcontractor Name:** Best Contracting

CA Cont. Lic. #: 456263 Location: Gardena

Portion of Work: Membrane/Built-up Roofing

10 **Subcontractor Name:** _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

11 **Subcontractor Name:** _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

Date: 9/16/2020

Proper Name of Bidder: Viola, Inc.

Signature: 

Print Name: Michael T. Viola

Title: CEO

END OF DOCUMENT

DESIGNATED SUBCONTRACTORS LIST
(Public Contact Code Sections 4100-4114)

Bidder acknowledges and agrees that it must clearly set forth below the name, location and California contractor license number of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work or who will specially fabricate and install a portion of the Work according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent (0.5%) of Bidder's total Base Bid and the kind of Work that each will perform. Vendors or suppliers of materials only do not need to be listed.

Bidder acknowledges and agrees that, if Bidder fails to list as to any portion of Work, or if Bidder lists more than one subcontractor to perform the same portion of Work, Bidder must perform that portion itself or be subjected to penalty under applicable law. In case more than one subcontractor is named for the same kind of Work, state the portion of the kind of Work that each subcontractor will perform.

If alternate bid(s) is/are called for and Bidder intends to use subcontractors different from or in addition to those subcontractors listed for work under the Base Bid, Bidder must list subcontractors that will perform Work in an amount in excess of one half of one percent (0.5%) of Bidder's total Base Bid plus alternate(s).

If further space is required for the list of proposed subcontractors, attach additional copies of page 2 showing the required information, as indicated below.

12 **Subcontractor Name:** _____
CA Cont. Lic. #: _____ Location: _____
Portion of Work: _____

13 **Subcontractor Name:** Tarlton & Son
CA Cont. Lic. #: 342341 Location: Grover Beach
Portion of Work: Metal Stud Framing & Drywall

14 **Subcontractor Name:** _____
CA Cont. Lic. #: _____ Location: _____
Portion of Work: _____

15 **Subcontractor Name:** Cali Acoustics
CA Cont. Lic. #: 500880 Location: Thousand Oaks
Portion of Work: Acoustical Ceilings

16 **Subcontractor Name:** Vanguard Painting

CA Cont. Lic. #: 554570 Location: Oxnard

Portion of Work: Painting, Coatings & Wall Coverings

17 **Subcontractor Name:**

CA Cont. Lic. #: Location:

Portion of Work:

18 **Subcontractor Name:** Boneso Brothers

CA Cont. Lic. #: 769190 Location: Paso Robles

Portion of Work: Plumbing & HVAC

19 **Subcontractor Name:**

CA Cont. Lic. #: Location:

Portion of Work:

20 **Subcontractor Name:**

CA Cont. Lic. #: Location:

Portion of Work:

21 **Subcontractor Name:**

CA Cont. Lic. #: Location:

Portion of Work:

Date: 9/16/2020

Proper Name of Bidder: Viola, Inc.

Signature: 

Print Name: Michael T. Viola

Title: CEO

END OF DOCUMENT

DESIGNATED SUBCONTRACTORS LIST
(Public Contact Code Sections 4100-4114)

Bidder acknowledges and agrees that it must clearly set forth below the name, location and California contractor license number of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work or who will specially fabricate and install a portion of the Work according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent (0.5%) of Bidder's total Base Bid and the kind of Work that each will perform. Vendors or suppliers of materials only do not need to be listed.

Bidder acknowledges and agrees that, if Bidder fails to list as to any portion of Work, or if Bidder lists more than one subcontractor to perform the same portion of Work, Bidder must perform that portion itself or be subjected to penalty under applicable law. In case more than one subcontractor is named for the same kind of Work, state the portion of the kind of Work that each subcontractor will perform.

If alternate bid(s) is/are called for and Bidder intends to use subcontractors different from or in addition to those subcontractors listed for work under the Base Bid, Bidder must list subcontractors that will perform Work in an amount in excess of one half of one percent (0.5%) of Bidder's total Base Bid plus alternate(s).

If further space is required for the list of proposed subcontractors, attach additional copies of page 2 showing the required information, as indicated below.

22 **Subcontractor Name:** Scott & Sons
CA Cont. Lic. #: 700054 Location: Ventura
Portion of Work: Electrical

23 **Subcontractor Name:** _____
CA Cont. Lic. #: _____ Location: _____
Portion of Work: _____

24 **Subcontractor Name:** _____
CA Cont. Lic. #: _____ Location: _____
Portion of Work: _____

25 **Subcontractor Name:** _____
CA Cont. Lic. #: _____ Location: _____
Portion of Work: _____

26 **Subcontractor Name:** _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

27 **Subcontractor Name:** _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

28 **Subcontractor Name:** _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

29 **Subcontractor Name:** _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

30 **Subcontractor Name:** MEK Enterprises

CA Cont. Lic. #: 1014053 Location: San Diego

Portion of Work: Furniture

31 **Subcontractor Name:** _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

Date: 9/16/2020

Proper Name of Bidder: Viola, Inc.

Signature: 

Print Name: Michael T. Viola

Title: CEO

END OF DOCUMENT

SITE VISIT CERTIFICATION

Project/Contract between the Oxnard Union High School District ("District") and
_____ Viola, Inc. _____ ("Contractor" or "Bidder").

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

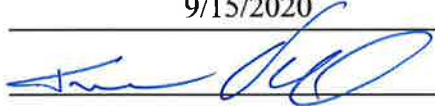
Check option that applies:

_____ I certify that I visited the Site of the proposed Work, received the attached _____ pages of information, and became fully acquainted with the conditions relating to construction and labor. I fully understand the facilities, difficulties, and restrictions attending the execution of the Work under contract.

X I certify that _____ Tim Viola _____ (Bidder's representative) visited the Site of the proposed Work, received the attached _____ pages of information, and became fully acquainted with the conditions relating to construction and labor. The Bidder's representative fully understood the facilities, difficulties, and restrictions attending the execution of the Work under contract.

Bidder fully indemnifies the Oxnard Union High School District, its Architect, its Engineers, its Construction Manager, and all of their respective officers, agents, employees, and consultants from any damage, or omissions, related to conditions that could have been identified during my visit and/or the Bidder's representative's visit to the Site.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: _____ 9/15/2020 _____
Signature: _____  _____
Print Name: _____ Tim Viola _____
Title: _____ Bidding and Business Development _____

END OF DOCUMENT

**NON-COLLUSION DECLARATION
(Public Contract Code Section 7106)**

The undersigned declares:

I am the _____ CEO _____ of
[Title]

Viola, Inc. _____, the party making the foregoing bid.
[Name of Firm]

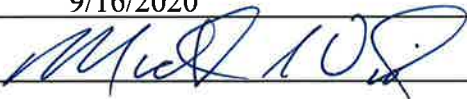
The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 9/16/2020,
[Date]

at Oxnard, CA.
[City] [State]

Date: 9/16/2020

Signature: 

Print Name: Michael T. Viola

Title: CEO

END OF DOCUMENT

IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code Sections 2202-2208)

Project/Contract between the Oxnard Union High School District ("District") and

Viola, Inc. ("Contractor" or "Bidder").


Prior to bidding on or submitting a proposal for a contract for goods or services of \$1,000,000 or more, the bidder/proposer must submit this certification pursuant to Public Contract Code section 2204.

The bidder/proposer must complete **ONLY ONE** of the following two options. To complete OPTION 1, check the corresponding box **and** complete the certification below. To complete OPTION 2, check the corresponding box, complete the certification below, and attach documentation demonstrating the exemption approval.

- OPTION 1.** Bidder/Proposer is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b), and we are not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.
- OPTION 2.** Bidder/Proposer has received a written exemption from the certification requirement pursuant to Public Contract Code sections 2203(c) and (d). *A copy of the written documentation demonstrating the exemption approval is included with our bid/proposal.*

CERTIFICATION:

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the bidder/proposer to the OPTION selected above. This certification is made under the laws of the State of California.

| | |
|--|--|
| Vendor Name/Financial Institution (Printed) Viola, Inc. | Federal ID Number (or n/a) 95-2100163 |
| By (Authorized Signature)  | |
| Printed Name and Title of Person Signing Michael T. Viola | Date Executed 9/16/2020 |

END OF DOCUMENT



Bid 627
New HVAC Modernization Project for (Both) Oxnard and Pacifica High Schools

ADDENDUM #1

Dated: July 28th, 2020

All interested parties seeking to submit responses to the Oxnard Union High School District's Bid #627 shall execute the certification at the end of this addendum and shall attach the addendum to the documents submitted to the District.

The Oxnard Union High School District hereby amends Bid 627 New HVAC Modernization Project for (Both) Oxnard and Pacifica High Schools as follows:

1) Please see Attachment A for photos of existing roof conditions at Oxnard and Pacifica High Schools.

2) Question: Signet Controls RFI #01; Reference: 23 09 00 Direct DIGITAL Control System Specifications and Mechanical Drawings M5.xx indicates "Carrier iVu" as Basis of Design for the HVAC Controls System. Signet Controls would like to propose "Alerton", as a non-proprietary open protocol BACnet based control system to provide competitive bidding on the project and meet the CA Public funded contract law requirements.

Alerton Ascent BACnet system is compatible with the Carrier iVu system and complies with the Direct Digital Control System details provided in Specification section 230900. We have attached additional information regarding the proposed substitution product – **Alerton**.

We believe that by allowing Signet Controls to competitively bid on this project, the Oxnard High School District shall receive substantial savings and also a superior on the HVAC Controls System.

Our team is available to visit and coordinate with the Oxnard High School Facilities team and demonstrate the compatibility between the proposed Alerton and Carrier iVu Systems.

Please feel free to contact us for any additional information or supporting documentation you desire on this RFI / Bid Question.

Answer: Please see the response in Attachment B.

3) **Question: Next Level RFI #01; Reference: 23 09 00 Direct DIGITAL Control System**

Project Specification 23 09 00 states "Carrier OPEN BACnet Controls" as only Acceptable Manufacturer. Next Level EMS would like to propose "Siemens" BACnet, as alternate Open Controls for competitive bidding on the project. Attached is an overview and some technical details for the non-proprietary BACnet Siemens HVAC Controls System. Please confirm if Siemens is an acceptable manufacturer.

Answer: Please see the response in **Attachment C**.

BIDDER'S CERTIFICATION

I acknowledge receipt of the foregoing Addendum # 1 and accept all conditions contained herein.

Dated: 9/16/2020 **BIDDER:** Viola, Inc.
(company/entity)

By:  **Printed Name:** Michael T. Viola
(authorized representative signature)

Title: CEO



Bid 627
New HVAC Modernization Project for (Both) Oxnard and Pacifica High Schools

BID CLARIFICATION ADDENDUM #2

Dated: August 5th, 2020

All interested parties seeking to submit responses to the Oxnard Union High School District's Bid #627 shall execute the certification at the end of this bid clarification and shall attach the bid clarification addendum to the documents submitted to the District.

The Oxnard Union High School District hereby amends Bid 627 New HVAC Modernization Project for (Both) Oxnard and Pacifica High Schools as follows:

1) Question: Where will the temporary power be pulled from?

Answer: Temp. power can be pulled from existing panels

2) Please see Attachment A for revised master schedule

BIDDER'S CERTIFICATION

I acknowledge receipt of the foregoing Bid Clarification Addendum # 2 and accept all conditions contained herein.

Dated: 9/16/2020 **BIDDER:** Viola, Inc.

(company/entity)

By:  **Printed Name:** Michael T. Viola
(authorized representative signature)

Title: CEO



Bid 627
New HVAC Modernization Project for (Both) Oxnard and Pacifica High Schools

BID CLARIFICATION ADDENDUM #3

Dated: August 25th, 2020

All interested parties seeking to submit responses to the Oxnard Union High School District's Bid #627 shall execute the certification at the end of this addendum and shall attach the addendum to the documents submitted to the District.

The Oxnard Union High School District hereby amends Bid 627 New HVAC Modernization Project for (Both) Oxnard and Pacifica High Schools as follows:

1) **Master Schedule, Bid Due Date, is hereby amended as follows:**


Bids Due 9/17/2020 by 2:00PM

- 2) Please refer to Attachment A - Revised Bid Form for Bid 627 New HVAC Modernization Project for (Both) Oxnard and Pacifica High Schools
- 3) Please see Attachment B - Architect's addendum 1 for Oxnard High School Project.
- 4) Please see Attachment C - Architect's addendum 1 for Pacifica High School Project.

BIDDER'S CERTIFICATION

I acknowledge receipt of the foregoing Addendum # 1 and accept all conditions contained herein.

Dated: 9/16/2020 BIDDER: Viola, Inc.
(company/entity)

By:  Printed Name: Michael T. Viola
(authorized representative signature)

Title: CEO