

BID FORM AND PROPOSAL

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

From: Summer Construction, 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. 628 for the following project known as:

New Del Sol Soils Management Project

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

Six hundred two thousand five hundred seventy	dollars	\$ <u>602,576.39</u>
BASE BID Six and 39 cents		

Bidder acknowledges and agrees that the Base Bid accounts for any and all costs.

- 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>7/23/20</u>	No. <u>2</u> , Dated <u>8/4/20</u>
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	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.



ADDENDUM #1

BID: 628

Soils Management for Del Sol High School

Bid Deadline: August 6th, 2020 at 2:00PM

Electronic Acknowledgement Required:

Oxnard Union High School District
309 South K Street, Building G
Purchasing Department
Oxnard, CA 93030
Attention: Deanna Rantz
(Deanna.rantz@oxnardunion.org)

Item #1) Contractor's with an "A" or "B" License can bid this projects directly as a general to the work.

California State License Board
A - General Engineering Contractor
Business & Professions Code
Division 3, Chapter 9. Contractors, Article 4. Classifications

7056. A general engineering contractor is a contractor whose principal contracting business is in connection with fixed works requiring specialized engineering knowledge and skill, including the following divisions or subjects: irrigation, drainage, water power, water supply, flood control, inland waterways, harbors, docks and wharves, shipyards and ports, dams and hydroelectric projects, levees, river control and reclamation works, railroads, highways, streets and roads, tunnels, airports and airways, sewers and sewage disposal plants and systems, waste reduction plants, bridges, overpasses, underpasses and other similar works, pipelines and other systems for the transmission of petroleum and other liquid or gaseous substances, parks, playgrounds and other recreational works, refineries, chemical plants and similar industrial plants requiring specialized engineering knowledge and skill, powerhouses, power plants and other utility plants and installations, mines and metallurgical plants, land leveling and earthmoving projects, excavating, grading, trenching, paving and surfacing work and cement and concrete works in connection with the above mentioned fixed works.

Contractor Acknowledgement

Your signature on this document acknowledges you received this disclosure and that you had the opportunity to review your scope of work with the project manager or designee.

While OUHSD retains the right to periodically review the work of any service provider, its supervisors, or its subcontractors, OUHSD does not assume responsibility for any issues identified outside of contract compliance.

[Service Provider Name] Sumner Construction, Inc.

[Street Address] 15245 W. Telegraph Rd

[City, State Zip] Santa Paula, CA 93060

The above service provider certifies that they, any and all of its subcontractor's, or its supervisors, prior to commencing any work on an OUHSD site, have reviewed and understand the contents of this Document.

[Name] Sam Bennett

[Title] President

Employer Representative Signature  Date 8/6/20



Bid 628
SOILS MANAGEMENT FOR DEL SOL HIGH SCHOOL

ADDENDUM #2

Dated: August 4th, 2020

All interested parties seeking to submit responses to the Oxnard Union High School District's Bid #628 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 628 Soils Management for Del Sol High School **as follows:**

1) **Question: Is there a job walk for this project?**

Answer: No

2) **Question: FAST-TRACK Construction Corporation: What is the engineers estimate?**

Answer: \$600,000.00 for soils management. District provides soil and trucking

3) **Question: Ground Breakers Construction: Can you confirm if the off-site street sweeping is subject to the PLA?**

Answer: Yes, PLA applies to these services as well as related contracts

4) **Question: Summer Construction, Inc. RFI #01: Can the District provide a larger and clearer version of the site phasing plan, the one provided is not legible when blown up**

Answer: For response please see attachment A

5) **Question: Summer Construction, Inc. RFI #01: How many days a week is the import going to be coming in? 5 days a week? Need this information for bidding**

Answer: 5 days a week

6) **Question: Summer Construction, Inc. RFI #01: What is exactly the requirements for the Access Road Maintenance?**

Answer: Truck travel maintenance, light grading and dust control

7) **Question: Summer Construction, Inc. RFI #01: Is there any clearing and grubbing involved in this contract?**

Answer: Light grubbing at stockpile areas. District has been maintaining and performing light weed abatement

8) **Question: Summer Construction, Inc. RFI #02: What type of trucks will the import be arriving in? (Dbl bottoms, Super Tens, Transfers)**

Answer: Double bottoms

9) **Question: Summer Construction, Inc. RFI #02: How many hours per day will the trucks be running?**

Answer: 8 hours

10) **Question: Summer Construction, Inc. RFI #03: Are Construction Area Signs/Message Boards to be utilized on this project to notify the public since there are going to be trucking operations as well as a flagman at the entrance? Please clarify as this is not mentioned in the specs**

Answer: Area Signs/Message Boards will not be required on this project. Flag men must utilize typical equipment and adhere to typical traffic control standards; Display "Slow" "Stop" paddle

11) **Question: Damar Construction: The "Instructions to Bidders" says SWPPP implementation and maintenance. Can we assume that the District will be handling all inspections and required reporting?**

Answer: Yes

12) **Question: Damar Construction: Will the contractor be required to perform and surveying, or will the District provide the necessary survey?**

Answer: District will provide surveying

13) **Question: Damar Construction: If there are no subs required for the work, with the DVBE "Good Faith Effort" be required?**

Answer: The DVBE Participation Certification Form 00 45 46.02 is still required for the District's records and should be filled out accordingly

14) Question: FAST-TRACK Construction Corporation: Can you kindly consider extending the bid date by a week or so, from 8/06/2020 up to 8/20/2020, if possible?

Answer: Extension is not an acceptable option, it is imperative that the Soils Management process is awarded without delay due to hauling and receiving soils starting as early as August 27th, 2020

15) Question: Summer Construction, Inc. RFI #04: Per Jensen Design Plan Page 2 Dated 7/13/2020 in Exhibit B for Bid 628 it shows a variety of temporary construction measures, are all listed on this plan page included in the scope of work with this bid package? Please Clarify 18" HDPE Pipe 24" HDPE Pipe Sediment Basin Interim Inlet 6' High Chain Link Fence around Sediment Basin Construction Trailer and 2 Sanitary Waste Facilities Survey of these facilities and proper location.

Answer: Yes, temporary construction measures listed on the plan page from Exhibit B are to be included into the scope of work with this bid package

16) Question: Damar Construction: Is survey required for this project

Answer: District provides survey

17) Question: Damar Construction: Is the DVBE goal going to be necessary? The only item to sub out would be survey, if needed, and the soil stabilization at the end when the stockpile is completed. With the added requirement of the PLA, the chances of finding a union DVBE sub that sprays soil binder is almost impossible.

Answer: The DVBE Participation Certification Form 00 45 46.02 is still required for the District's records and should be filled out accordingly.

18) Question: Damar Construction: The instructions call for implementation and maintenance of the SWPPP for 6 months. Can we assume that the District will be performing the monitoring and reporting during that time?

Answer: The District will be handling all inspections and reporting

19) Question: Damar Construction: The SWPPP Plan shows 18" HDPE piping, 24" HDPE Piping, Interim Inlets, Temporary CL Fencing, Rip Rap Outlets, and some Drainage Ditches. Is all of that part of this scope, or is that more for the GC when the actual school site starts? When we gave budgets for this, we quoted a stabilized entrance, silt fence, and straw waddle. Can you clarify exactly what the contract is responsible for in regards to the SWPPP?

Answer: Temporary construction measures listed on the plan page from Exhibit B are to be included into the scope of work in this bid package

20) Question: Damar Construction: A city water meter is required per the instructions, so should we assume that we are to pay for the water as well?

Answer: District will pay for water

21) Question: Damar Construction RFI #01: The two stockpiles at 6' high amount to a little over 200,000cy of soil. The duration from 9/15/20 - 2/1/21 amounts to 95 working days. At 70-100 loads per day, the amount of soil hauled in would be between 99,750cy and 142,500cy. Do the dates, or the stockpile quantities determine the project? Are you just looking for 95 days of soil knockdown, less the required time to implement SWPPP and spray the soil binder?

Answer: Please bid per RFP. Please see attachment B

22) Question: Summer Construction, Inc. RFI #05: Per Jensen Design Plan page 2 Dated 7/13/2020 in Exhibit B it shows a construction trailer. What size trailer is to be utilized and will temporary power be needed?

Answer: Construction trailer is not required

23) Question: Summer Construction, Inc. RFI #05: Contractors are responsible for obtaining a water meter for the project but the District says they will pay for the water. Will the water meter be in the District's name as well? Is this going to be a separate pay item? Please clarify.

Answer: Contractor to provide water meter. District will reimburse for the water and usage

24) Question: Ardalan Construction Co.: Would you please explain more about the phase 1 and Phase 2. Is there any scope of work description for each phase?

Answer: Phase 1 is first location to stockpile, needed for construction of new facility. Phase 2 to follow

25) Question: Ardalan Construction Co.: Sheet 1 of construction plan-Offsite street improvement notes 1 through 9: Please specify which note to bid on under this bid package.

Answer: No off-site work will be performed with this contract

26) Questions: Ardalan Construction Co.: Is the newly imported soils going to be placed over existing soil? Please confirm we are not to touch the existing dirt/sub-grade

Answer: Soils will be dropped by bottom dumps, require knockdown for path of travel and dust control as show and called out within the SWPPP plan. Soils will be stockpiled over existing soils, no subgrade or compaction required

27) Questions: Ardalan Construction Co.: Please confirm the District will pull/pick up the water meter

Answer: Water Meter by contractor, water bill paid by District

28) Question: Ardalan Construction Co.: Please confirm the boundaries of street sweeping. Is this only at the entrance from the Camino Del Sol Blvd?

Answer: Only at entrance, or areas created by lack of SWPPP maintenance by Contractor

29) Question: Damar Construction: The insurance calls out "Builder's Risk" as a requirement. Will that be necessary, since we are not building anything?

Answer: VCSSFA provides builders risk coverage automatically through the Property Coverage Memorandum (similar to a policy) at no extra charge for \$25,000,000. The deductible for OUHSD is \$10,000. For projects valued above \$25,000,000, we encourage districts to purchase builders risk coverage through VCSSFA as it is less expensive (we are not-for-profit) and typically covers more than commercial builders risk coverage. Builders risk typically covers buildings and structures while they are under construction as well as materials, supplies and equipment that are onsite and in transit. VCSSFA builders risk covers replacement cost including reasonable labor and profit. In order to truly assess the need for builders risk coverage, I would need to review the contract. However, because the contract is \$600,000, I recommend using the VCSSFA coverage and removing the requirement from the contract.

BIDDER'S CERTIFICATION

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

Dated: 8/6/20 **BIDDER:** Summer Construction, Inc.
(Company/entity)

By: [Signature] **Printed Name:** Sam Bennett
(Authorized representative signature)

Title: President

- 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 New Del Sol High School Requires import soils.**
- S. **Contractor shall provide adequate procedures for the COVID 19 PANDEMIC. Contractor shall provide procedures within their submitted IIPP addressing such issue.**

36. **Stockpile Scope and Requirements**

- Contractor shall place soils in layers not to exceed 24" for stockpiling. Contractor shall provide SWPPP management, dust control and sweet maintenance for a duration not exceeding 6 months at that time the maintenance of the stockpile will be turned over to the General Contractor of the New Del Sol Project.
- Topsoil normally should not be placed on slopes steeper than 2H:1V or on sandy or silty slopes steeper than 3H:1V. Additionally, topsoil should not be placed on frozen, extremely wet, or smooth slopes, aboveground vegetation, including litter, should not be mixed or otherwise incorporated into the topsoil prior to excavation. Do not mix organic material such as wood bark or fiber, grass hay or grain straw in topsoil.
- The topsoil shall be placed into stockpiles at locations designated on the plans. Stockpiles should be treated with temporary soil stabilization and erosion control measures as per Stormwater Pollution Prevention Plan (SWPPP). Topsoil stockpile height should not exceed three meters (10 feet) at any point.
- When stockpiling topsoil, mound soil no higher than 1.3 m (4 feet) high for less than 1 year. Cover to prevent soil erosion and contamination by weeds. Supply Soil binders shall be nontoxic to plant and animal life.
- Protection of stockpiles is a year-round requirement. Stockpiles are not to be located in areas of concentrated flows of stormwater or drainage ways. Stockpiles are to be located a minimum of 50 feet away from all drainage inlets.
- Apply a temporary soil stabilization and erosion control treatment to the exposed topsoiled areas to protect the topsoil prior to permanent seeding.
- Soil binders may be applied to disturbed soil areas or soil stockpiles requiring short-term protection. Soil binders consist of applying and maintaining polymeric or lignin sulfonate soil stabilizers or emulsions, may be used to stabilize stockpiles. A variety of soil binders are available for use. Prior to use, the manufacturers' specifications should be reviewed and compared to the site-specific conditions. In selecting a soil binder, the following criteria should be considered: availability of product; ease of cleanup; degradability (how the product degrades and what its by-products are); length of drying time; erosion control effectiveness; longevity; mode of application and availability of application equipment; and water quality impact.
- Apply soil binders per manufacturer's specifications.

- Soil binders should be nontoxic to plant and animal life.
- Soil binders shall not be applied to frozen soil or areas with standing water.
- Soil binders should not be applied during or immediately before rainfall.
- Avoid over-spray onto hardscaped areas.
- Check protected areas to ensure proper coverage and re-apply soil binder as needed, or implement additional BMPs.
- Leave surrounding areas in a roughened condition to reduce erosion and facilitate establishment of permanent vegetation. The roughening establishes safe sites for seed to germinate and grow.
- Periodically, and after each storm event or snow melt, inspect, repair, and reseed if necessary to control erosion and loss of topsoil.
- Procedures for periodic maintenance apply to both temporary soil stabilization or permanent seeding application as applies.

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 6th day of August 2020

Name of Bidder: Summer Construction, Inc

Type of Organization: Corporation

Signed by: 

Title of Signer: President

Address of Bidder: P.O Box 30 Santa Paula, CA 93061

Taxpayer Identification No. of Bidder: 90-0079914

Telephone Number: (805) 933-9364

E-mail: Summer.construction@hotmail.com

Contractor's License No(s): No.: 597494 Class: A Expiration Date: 6/30/2022

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

Public Works Contractor Registration No.: 1000004997

END OF DOCUMENT

FILE COPY

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, SUMMER CONSTRUCTION, INC., as Principal ("Principal"), and GREAT AMERICAN INSURANCE COMPANY, 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 Amount Bid Dollars (\$ 10% of Amount 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 30th day of July, 2020.

SUMMER CONSTRUCTION, INC.

Principal

[Signature] - President
By

GREAT AMERICAN INSURANCE COMPANY

Surety

[Signature]
By An M. Pham, Attorney-in-Fact

Nip Pham - South Bay Bonding Insurance Services, Inc.

Name of California Agent of Surety

21060 Homestead Road, Suite 100, Cupertino, CA 95014

Address of California Agent of Surety

650-903-0088

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

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than **FOUR**

No. 0 15067

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
NIP PHAM	ALL OF	ALL
TUAN PHAM	CUPERTINO	\$100,000,000
SUSAN E. BARRETT		
AN M. PHAM		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 26TH day of JUNE 2019



Atty L C B

Assistant Secretary

GREAT AMERICAN INSURANCE COMPANY

Mark V Vicario

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 26TH day of JUNE

MARK VICARIO (877-377-2405)

2019, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 05-18-2020

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 30th day of July, 2020



Atty L C B

Assistant Secretary

No 3597

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

AMENDED

Certificate of Authority

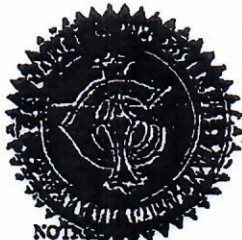
THIS IS TO CERTIFY, That, pursuant to the Insurance Code of the State of California,

GREAT AMERICAN INSURANCE COMPANY

of CINCINNATI, OHIO, organized under the laws of OHIO, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance: FIRE, MARINE, SURETY, DISABILITY, PLATE GLASS, LIABILITY, WORKERS' COMPENSATION, COMMON CARRIER LIABILITY, BOILER AND MACHINERY, BURGLARY, CREDIT, SPRINKLER, TEAM AND VEHICLE, AUTOMOBILE, AIRCRAFT and MISCELLANEOUS as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 6th day of December, 1976, I have hereunto set my hand and caused my official seal to be affixed this 6th day of December, 1976.



WESLEY J. KINDER
Insurance Commissioner
JOHN J. FABER
Deputy

By

NOTICE: Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Ins. Code Sec. 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

ACKNOWLEDGMENT

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 Santa Clara

On July 30, 2020 before me, Susan E. Barrett, Notary Public
(insert name and title of the officer)

personally appeared An M. Pham
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 Susan E Barrett (Seal)



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.

Subcontractor Name: KCI Environmental, Inc.
CA Cont. Lic. #: 813844 Location: San Luis obispo
Portion of Work: Soil stabilization, silt fence installation

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

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

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

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

Date: 8/6/20

Proper Name of Bidder: Summer Construction, Inc.

Signature: 

Print Name: Sam Bennett

Title: President

END OF DOCUMENT

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

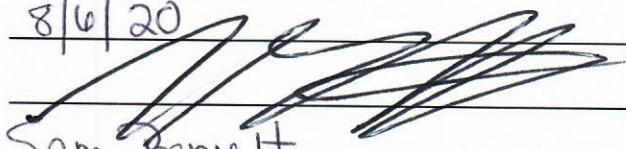
The undersigned declares:

I am the President of Summer Construction, Inc., the party making the foregoing bid.
[Title] [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 August 6th, 2020, at Santa Paula, CA.
[Date] [City] [State]

Date: 8/6/20
Signature: 
Print Name: Sam Bennett
Title: President

END OF DOCUMENT

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

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

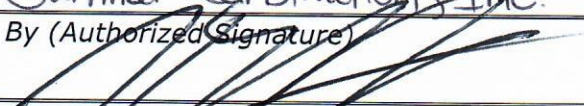
Prior to bidding on or submitting a proposal for a contract for goods or services of \$1,000,000 or more, the bidder/proposer must submit this certification pursuant to Public Contract Code section 2204.

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) <u>Summer Construction, Inc.</u>	Federal ID Number (or n/a) <u>90-0079914</u>
By (Authorized Signature) 	
Printed Name and Title of Person Signing <u>Sam Bennett, President</u>	Date Executed <u>8/6/2020</u>

END OF DOCUMENT

WORKERS' COMPENSATION CERTIFICATION


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

Labor Code section 3700, in relevant part, provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state; and/or
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: 8/6/20
Signature: 
Print Name: Sam Bennett
Title: President

(In accordance with Labor Code sections 1860 and 1861, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

END OF DOCUMENT

**PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION**

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

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project including, without limitation, labor compliance monitoring and enforcement by the Department of Industrial Relations.

Date:

8/6/20

Signature:



Print Name:

Sam Bennett

Title:

President

END OF DOCUMENT

DRUG-FREE WORKPLACE CERTIFICATION

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

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of the Drug-Free Workplace Act of 1990.

Contractor must also comply with the provisions of Health & Safety Code section 11362.3 which prohibits the consumption or possession of cannabis or cannabis products in any public place, including school grounds, and specifically on school grounds while children are present.

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition.
- b. Establishing a drug-free awareness program to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace.
 - ii. The person's or organization's policy of maintaining a drug-free workplace.
 - iii. The availability of drug counseling, rehabilitation, and employee-assistance programs.
 - iv. The penalties that may be imposed upon employees for drug abuse violations.
- c. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a

condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of the aforementioned Act.

I acknowledge that I am aware of the provisions of and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990 and Health and Safety Code section 11362.3.

Date:

8/6/20

Signature:



Print Name:

Sam Bennett

Title:

President

END OF DOCUMENT

TOBACCO-FREE ENVIRONMENT CERTIFICATION

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

This Tobacco-Free Environment Certification form is required from the successful Bidder.

Pursuant to, without limitation, 20 U.S.C. section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq., Business and Professions Code section 22950 et seq., and District Board policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school-owned vehicles and vehicles owned by others while on District property. The prohibition on smoking includes the use of any electronic smoking device that creates an aerosol or vapor, in any manner or in any form, and the use of any oral smoking device for the purpose of circumventing the prohibition of tobacco smoking. Further, Health & Safety Code section 11362.3 prohibits the smoking or use of cannabis or cannabis products in any place where smoking tobacco is prohibited.

I acknowledge that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents, to use tobacco and/or smoke on the Project site.

Date:

8/6/20

Signature:



Print Name:

Sam Bennett

Title:

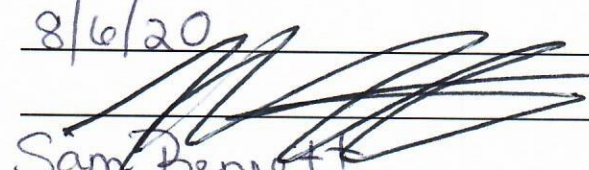
President

END OF DOCUMENT

HAZARDOUS MATERIALS CERTIFICATION

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

- 1. Contractor hereby certifies that no asbestos, or asbestos-containing materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations, ("New Hazardous Material"), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District.
- T. Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.
- U. Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (0.1%) asbestos shall be defined as asbestos-containing material.
- V. Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.
- W. All Work or materials found to be New Hazardous Material or Work or material installed with equipment containing New Hazardous Material will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.
- X. Contractor has read and understood the document titled Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Date: 8/6/20
Signature: 
Print Name: Sam Bennett
Title: President

END OF DOCUMENT