

**REVISED BID FORM AND PROPOSAL**

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

From: Fast-Track Construction Corporation

(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. 629 for the following project known as:**New HVAC Modernization for Adolfo Camarillo High School**

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

Eighteen Million Five Hundred and 00/100 Dollars \$ 18,500,000.00

**Base Bid Value**

Nineteen Million Three Hundred Twelve Thousand and 00/100 Dollars \$ 19,312,000.00

**Base Bid Including Allowance Values**

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

*Bidder acknowledges and agrees that the exact Allowance values are to be added to contractor base bid value, each submission of this bid form shall incorporate the noted values of allowance #1 & #2. Contractor is not in any way to factor these costs as a portion of OH&P. The District may in fact elect not to use these allowance if final budget prohibits, Contractor would then credit back full value of allowances from final contract value without any markups. The final scope and value for each of the allowance will be negotiated prior to issuance of contract.*

*Successful Bidder will be allowed an additional 30 days to overall schedule to be use at contractor's discretion if allowances are exercised.*

*Allowance #1: Demo, Prep, Provide and Install all New VCT Flooring throughout classroom and other buildings noted (A,B,C,D,F,G,H,J,K,L,M,N,O,Q) Exclusions: Gym, Locker Rooms, Cafeteria Food Prep & Kitchen areas. \$377,000.00*

*Allowance Alternate #2: Clean, Prep, Primer and Install New Interior Painting including Doors, Windows and Frames throughout classroom and other buildings noted (A,B,C,D,F,G,H,J,K,L,M,N,O,Q) Exclusions: Gym, Locker Rooms, Cafeteria Food Prep & Kitchen areas. \$435,000.00*

**Example: Contractors Base Bid Value \$ + \$377,000.00 + \$435,000.00 = \$ Base Bid + Allowance Values**

- 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

**BID NUMBER 629****OXNARD UNION HIGH SCHOOL DISTRICT****Addendum #3**

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>9-28-2020</u>	No. <u>4</u> , Dated <u>9-1-2020</u>
No. <u>2</u> , Dated <u>9-28-2020</u>	No. <u>5</u> , Dated <u>9-23-2020</u>
No. <u>3</u> , Dated <u>9-28-2020</u>	No. <u>6</u> , Dated <u>9-24-2020</u>

No. 7      Dated 10-9-2020

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

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No. <u>3</u> , Dated <u>9-28-2020</u>	No. <u>6</u> , Dated <u>9-24-2020</u> <u>7</u> <u>10-9-2020</u>

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 Adolfo Camarillo High School is 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](http://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 twelve (12) classroom relocatable units on each campus for students and staff to use while construction is occurring in their permanent classrooms. Consequently, no more than 12 permanent classrooms can be emptied at any given time to allow for construction activities to occur within the permanent classrooms.**
- T. **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.**
- U. **The District will only box and move personal and study/text items from classrooms.**
- V. **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.**
- W. **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: 20 Months; Project: Adolfo Camarillo 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:**

**BID NUMBER 629  
New HVAC Modernization  
Adolfo Camarillo High School**

**OXNARD UNION HIGH SCHOOL DISTRICT  
GENERAL CONDITIONS  
DOCUMENT 00 72 13 -xxi**



**Owner Insite, LLC. Contact Phil Burke Main: 888-336-3393 Direct: 512-637-6369. [www.owner-insite.com](http://www.owner-insite.com)**

- X. **The District will disconnect, box, move, address, relocate, and reconnect all IT issues related to classroom relocations.**
- Y. **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.**
- Z. **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.**

**AA. REQUIRED CONTRACTOR'S CORE CREW**

1. **CONTRACTOR shall provide,** at a minimum, the following core management personnel:
2. **Project Manager (PM)** - CONTRACTOR shall provide, at a minimum, **One (1)** competent English-speaking PM. The PM shall represent the CONTRACTOR and any communications given to the PM shall be as binding as if given to the CONTRACTOR. The PM shall be authorized to sign documents on behalf of the Contractor including, but not limited to, Change Orders. The PM shall have a proven track record of successful accomplishment on previous projects of similar complexity and scope to this Project. The PM shall attend all weekly construction meetings. **The PM shall be on-site full-time from NTP thru the completion of the Substantial Completion and Closeout period.**
3. **Full Time Project Superintendents (PS)** - CONTRACTOR shall provide, at a minimum, **One (1) assigned to the Project** competent and qualified English-speaking PS with the appropriate number of years supervising all trades and coordinating projects of this scope and complexity as evidenced by submitted background information. This person shall be physically present at the Project site while any aspect of the Work is being performed and shall have the responsibility of directing and coordinating all aspects of the Work. The PS shall be retained at this capacity for the duration of the Work. PS is responsible for QA/QC **at a minimum, the PS shall be on-site full-time from Start of Construction thru the completion of the Substantial Completion.**
4. **Full Time Project Engineer (PE)** - CONTRACTOR shall provide, at a minimum, of **One (1)** competent and qualified full-time English-speaking Project Engineer. This individual shall be physically present at the Project site while any aspect of the Work is being performed and shall have the responsibility for directing and coordinating all aspects of the Work. The PE shall have provable experience in their area of focus and on projects of similar scope and complexity to this Project. The PE shall attend all weekly construction meetings. **Project Engineer shall be on-site full time from NTP thru the completion of the Project Closeout period.**

5. **Project Safety Engineer (SE)** – CONTRACTOR shall designate, at a minimum, **One (1)** competent and qualified full-time English-speaking Safety Engineer.

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 13 day of Oct 20 20

Name of Bidder: Fast-Track Construction Corporation

Type of Organization: Corporation

Signed by: 

Title of Signer: President

Address of Bidder: 5711 W Slauson Ave #170 Culver City CA 90230

Taxpayer Identification No. of Bidder: 95-4423071

Telephone Number: 310-215-3099

E-mail: estimating@ftcgc.com

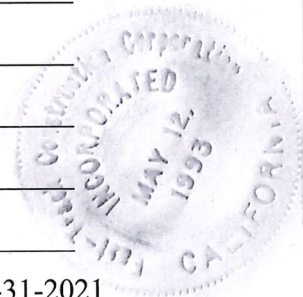
Contractor's License No(s): No.: 674880 Class: B,C61/D06 Expiration Date: 7-31-2021

No.: \_\_\_\_\_ Class: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

No.: \_\_\_\_\_ Class: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Public Works Contractor Registration No.: 1000004059

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, FAST-TRACK CONSTRUCTION CORPORATION, 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%)

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 7th day of SEPTEMBER, 2020.

FAST-TRACK CONSTRUCTION CORPORATION

Principal

By RAW RABOANI - PRESIDENT

GREAT AMERICAN INSURANCE COMPANY

Surety

By PHILIP E. VEGA, ATTORNEY-in-FACT

PHILIP E. VEGA

Name of California Agent of Surety

534 E. BADILLO ST. COVINA, CA 91723

Address of California Agent of Surety

626-859-1000

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 ACKNOWLEDGMENT****CIVIL CODE § 1189**

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.

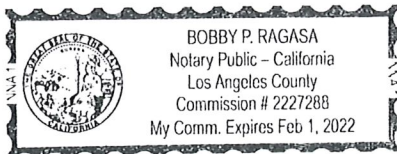
State of California )

County of Los Angeles )On 04 13, 2020 before me, Bobby P Ragasa; Notary Public,  
Date Here Insert Name and Title of the Officerpersonally appeared RYAN KANEBAELT  
Name(s) of Signer(s)

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

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**Title or Type of Document: Bill Board Document Date: SEPT 7, 2020Number of Pages: 1 Signer(s) Other Than Named Above: \_\_\_\_\_**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



# 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 20974

## 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
PHILIP E. VEGA	ALL OF	ALL
KEVIN VEGA	COVINA, CALIFORNIA	\$100,000,000
BRITTON CHRISTIANSEN		
MYRNA F. SMITH		

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 7TH day of FEBRUARY 2020.

Attest

GREAT AMERICAN INSURANCE COMPANY



*My L C. B.*

Assistant Secretary

*Mark V. Vicario*

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

On this 7TH day of FEBRUARY, 2020, 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 05-16-2020

*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 7TH day of OCTOBER, 2020.



*My L C. B.*

Assistant Secretary

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.

Fee \$25.00

Wesley J. Kinder  
Insurance Commissioner

Rec. No. 112876

Filed 10/19/76

By

John J. Faber  
Deputy

**Certification**

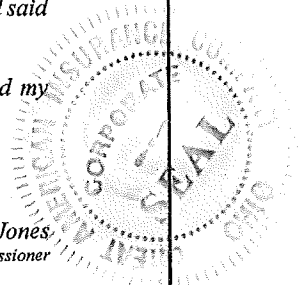
*I, the undersigned Insurance Commissioner of the State of California, do hereby certify that I have compared the above copy of Certificate of Authority with the duplicate of original now on file in my office, and that the same is a full, true, and correct transcript thereof, and of the whole of said duplicate, and said Certificate of Authority is now in full force and effect.*

IN WITNESS WHEREOF, I have hereunto set my hand and caused my  
official seal to be affixed this 15th day of February, 2013.

Dave Jones  
Insurance Commissioner

By

*Pauline D'Andrea*  
Pauline D'Andrea



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT****CIVIL CODE § 1189**

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.

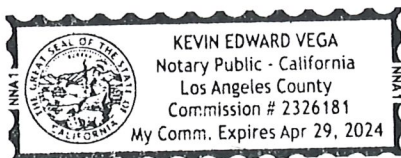
State of California )  
County of LOS ANGELES )

On OCT 07 2020 before me, KEVIN EDWARD VEGA, NOTARY PUBLIC,  
Date Here Insert Name and Title of the Officer  
personally appeared PHILIP E. VEGA  
Name(s) of Signer(s)

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]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



**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:** RCD Concrete Inc  
 CA Cont. Lic. #: 813708 Location: \_\_\_\_\_  
 Portion of Work: Structural & Site Concrete, Demolition

**Subcontractor Name:** Performance Abatement Services Inc  
 CA Cont. Lic. #: 782187 Location: Lenexa, KS  
 Portion of Work: Selective Demolition

**Subcontractor Name:** Dittemore Insulation Contractors Inc  
 CA Cont. Lic. #: 750723 Location: Orange, CA  
 Portion of Work: Insulation

**Subcontractor Name:** Troy's Ornamental Iron Craft  
 CA Cont. Lic. #: 945177 Location: Stanton, CA  
 Portion of Work: Metal Fabrications, Chain Link Fence

**Subcontractor Name:** T-Wall Enterprises Inc  
CA Cont. Lic. #: 926261 Location: La Mirada, CA  
Portion of Work: Drywall, Acoustical Ceilings, Plaster

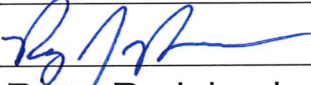
**Subcontractor Name:** RT Contractor Corp  
CA Cont. Lic. #: 755720 Location: Garden Grove, CA  
Portion of Work: Rough Carpentry, HVAC, Plumbing

**Subcontractor Name:** Floor Tech America Inc  
CA Cont. Lic. #: 853634 Location: Pomona, CA  
Portion of Work: Flooring

**Subcontractor Name:** Sierra Sandblast & Painting  
CA Cont. Lic. #: 524877 Location: Garden Grove, CA  
Portion of Work: Painting

**Subcontractor Name:** Penn Air Controls Inc  
CA Cont. Lic. #: 348326 Location: Cypress, CA  
Portion of Work: Commissioning & Air Balance

**Subcontractor Name:** Huntington Glazing Inc  
CA Cont. Lic. #: 481983 Location: Los Angeles, CA  
Portion of Work: Glazing

Date: 10/12/2020  
Proper Name of Bidder: Fast-Track Construction Corporation  
Signature:   
Print Name: Ryan Radebach  
Title: President

END OF DOCUMENT

**SITE VISIT CERTIFICATION**

Project/Contract between the Oxnard Union High School District ("District") and  
Fast-Track Construction Corporation ("Contractor" or "Bidder").

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

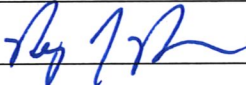
Check option that applies:

       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 Nick Morelli (Bidder's representative) visited the Site of the proposed Work, received the attached   3   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: 10-13-2020  
Signature:   
Print Name: Ryan Radebach  
Title: President

END OF DOCUMENT

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

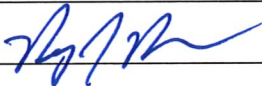
The undersigned declares:

I am the President of  
[Title]  
Fast-Track Construction Corporation, the party making the foregoing bid.  
[Name of Firm]

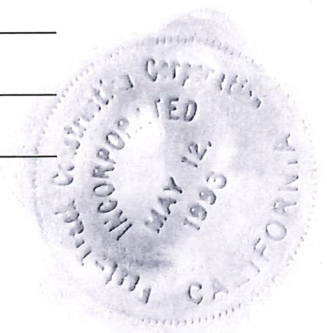
The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. 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 10-13-2020,  
[Date]  
at Culver City, CA.  
[City] [State]

Date: 10-13-2020  
Signature:   
Print Name: Ryan Radebach  
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

Fast-Track Construction Corporation ("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.

<i>Vendor Name/Financial Institution (Printed)</i> Fast-Track Construction Corporation	<i>Federal ID Number (or n/a)</i> 95-4423071
<i>By (Authorized Signature)</i> 	
<i>Printed Name and Title of Person Signing</i> Ryan Radebach - President	<i>Date Executed</i> 10-13-2020

END OF DOCUMENT



**OXNARD UNION HIGH SCHOOL DISTRICT**

**ADDENDUM #1**

**BID: 629**

**New HVAC Modernization  
For  
Adolfo Camarillo High School**

**Bid Deadline: September 28, 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](mailto:Deanna.rantz@oxnardunion.org))

**Item #1 of Addendum #1 – Revised and Added Structural that will supersede all other associated drawings. See district website for actual drawings (Exhibit A).**

**Item #2 of Addendum #1 - Additional Abatement Scope and Recommendation. See district website for actual Report (Exhibit B).**

## **1. SCOPE OF WORK**

The District or Project Manager has develop an individual scope of work for each project prior to the request for work.

The scope of this Request is for Removal and Disposal (Abatement) of existing materials including but is not limited to assessment, removal of containment, decontamination, mitigation, removal, transportation, disposal, and stabilization of Asbestos Containing Material (ACM) and/or Lead Containing Material (LCM), and related projects as part of the Districts Campus Building Improvements. The district preferred contractor for this portion of work (Venterra) but not limited to. All work under this request must be performed in strict compliance with all applicable federal, state, and local statutes, regulations, standards, and codes governing asbestos and lead abatement and any other trade work performed in conjunction with this request. The most recent edition of any relevant statute, regulation, standard, code or document must be used. Where any conflict exists among the federal, state, and local statutes, regulations, standards and codes and the requirements of this request and the most stringent requirements must be utilized.

The district has established and pre-qualified the noted firm for the work. The work and established scope shall be performed by noted contractor. The contractor may find the noted contractor sufficient for entire demolition portion of work if desired. This additional scope will require to be performed under the PLA requirements.

The Consultant (**Tabbara Corporation**) must be present, review and approve all site containments, inspections, and provide clearances.

## **2. PRICING**

- a. The Contractor will include and submit pricing reflective of the scope defined within the attached report. Lump sum cost.**

### Change or Addition Notes:

1. Additional Work: T&M pricing will be utilize for any newly found (Adds), unknown, unforeseen additional work.
2. When requested, the Contractor must provide a written, not to exceed estimate of the cost for each scope of work, or each agreed-upon phase (depending on the nature of the work), based upon time and materials.
3. OUHSD will not be unreasonable in allowing cost revisions in the event of unforeseen circumstances. If OUHSD determines that a revision to the original On-Site Method of Approach (assigned tasks and/or cost) are necessary, Consultant or Contractor must submit for OUHSD approval, written

**BID NUMBER 629**

**OXNARD UNION HIGH SCHOOL DISTRICT**

**Addendum #1**

documentation detailing the task and schedule revisions, the reasons for such revisions and requested cost adjustment.

4. The Contractor must keep a complete record of all labor, equipment, materials, and outside services expended in the performance of a Scope of Work under this agreement and must include such records with the final invoice for payment. Time of Retention.
5. The Contractor must provide the daily costs for all goods and services to the OUHSD Program Manager, upon request.
6. The Contractor must submit all copies of invoices for payment for review and approval.

### **3. ABATEMENT INSPECTIONS**

- a. Prior to removal, all RACM must be clearly identified and listed with the quantities and locations by **(Tabbara Corporation)**. All Non-Friable Category I and II material that does not require removal per EPA's Revised Regulations dated November 20, 1990, and all negative samples must be included in the report.
- b. All Non-Friable ACMs that do not require removal according to NESHAP prior to demolition, provided they do not become friable in the demolition process, are not classified as asbestos waste. They become part of the demolition debris and must be handled as solid waste under the classification of Construction and Demolition Debris. Regulations for transport and disposal of construction debris must be followed. Any landfill accepting this type of waste may be used.
- c. All personal and area air monitoring reports must include a summary of locations and concentrations in fibers per cubic centimeter (f/cc), and copies of the laboratory reports.
- d. Abatement Contractor's design and management plans must be formatted as agreed upon by the Consultant and OUHSD, and must reflect the specific needs of OUHSD.
- e. The Consultant must provide proper documentation of surveys, abatement operations and maintenance expenses. The Consultant is responsible to furnish information and for the completion of notification forms.

### **4. INSPECTIONS (CONSULTANT/ Tabbara Corporation)**

- a. The Consultant **(Tabbara Corporation)** must be present during all site inspections, estimations of quantity of work, or recognition of unusual or special conditions, which may affect a timely and scheduled completion of the work.
- b. **(Tabbara Corporation)** will conduct daily site inspection along with all other air and site clearance inspection throughout the duration of the project.
- c. The OUHSD must authorize designated representative's access to the work site, materials, records, or any other relevant data specified herein. Furthermore, OUHSD



must provide proper facilities for such access and inspection. Only authorized, trained personnel will be allowed on the work site providing that they have obtained clearance from OUHSD or it's CONSULTANT (**Tabbara Corporation**).

#### **5. ASBESTOS CONTAINING MATERIAL ABATEMENT (CONTRACTOR)**

The Abatement Contractor will provide services in support of various OUHSD's abatement activities at their facilities that may pose a liability to OUHSD. These services include, but are not limited to, initial response and abatement actions to minimize the threat to public health, safety, and the environment of the facilities or properties to prevent further contamination.

#### **6. PROJECT MANAGEMENT (CONTRACTOR)**

Services provided by the Abatement Contractor include, but are not limited to:

- Preparing initial estimates for all corrective actions as requested by OUHSD in accordance with purchasing procedures
- Removal of friable ACM/RACM prior to renovation and demolition activities
- Repair and maintenance of damaged ACMs
- Sending NESHAP notifications to the State or County NESHAP Coordinator for all demolitions, even when no asbestos is present and for all renovations where the amount of RACM to be disturbed is greater than 260 linear feet on pipes, greater than 160 square feet on other facility components, or greater than 35 cubic feet on facility components. The State or County NESHAP Coordinator must receive original notifications and revisions.
- Removal, prior to renovation, and demolition of small-scale, short-duration projects of RACM below threshold amounts (less than or equal to 260 linear feet on pipes, less than 160 square feet of surface, or less than or equal to 35 cubic feet on components) which require a courtesy notification to The State or County NESHAP Coordinator
- Cleaning up asbestos materials from unpredicted fiber release episodes
- Containing or encapsulation

#### **7. DISPOSAL (CONTRACTOR)**

a. The Abatement Contractor must provide any and all contract services as stipulated by the scope of work issued by OUHSD. Such services must be provided in a manner specified or approved by OUHSD to the satisfaction of OUHSD. The services must include the personnel, materials, and equipment required to complete the work.

**BID NUMBER 629**

**OXNARD UNION HIGH SCHOOL DISTRICT**

**Addendum #1**

b. The logical sequence of work/services required under the contract is as follows:

- Initial response
- Notification and scheduling
- Site preparation
- Implementation of corrective actions
- Clean-up

## **8. RESPONSIBILITIES (CONTRACTOR Daily Reports)**

- a. OUHSD request for services from an Abatement Contractor will provide specific written information pertaining to the project. This includes, but is not limited to:
- Physical address/legal description of the site where work will be performed. ASU will include a specific description of the site (e.g., boiler room, steam pipe tunnel, residential structure, commercial building, etc.)
  - Drawing(s) of the building area to be abated and/or a map(s) stating the location(s) of the building(s) to be abated
  - Copy(s) of survey report(s) including all lab test results identifying Category I and Category II materials, the condition of the materials, and the type and quantity of asbestos present
  - Description of the quantity of RACM friable asbestos material in square feet for surface material, in linear feet for pipe covering, and other description of miscellaneous materials
  - Purpose for the project
  - Availability of water, power, drains, and staging area for work stations, supplies, and waste trailers
  - OUHSD's designated representative(s) with the Asbestos/Lead Management Group and/or Project Manager
  - Time schedule requirements for the project
- b. A walk-through conference with the Abatement Contractor may be conducted prior to the start of the project. Additional site inspection may be performed at related to:
- Schedule for removal/cleanup □ Additional demolition requirements
  - Hazards associated with the project:
  - Hot/cold pipes or surfaces
  - Confined space entry
  - Other physical or chemical hazards that may be present
  - Requirements for replacement materials
  - HVAC shut down
- c. If utilities are available, OUHSD may provide utilities for the Abatement Contractor's use if work will be performed within an OUHSD-owned facility.

## **9. REGULATORY REQUIREMENTS (CONTRACTOR)**

a. The Abatement Contractor must comply with the requirements of the following regulations governing asbestos removal and disposal:

- EPA/NESHAP Regulations: 40 CFR, Part 61, Subpart M

<http://www2.epa.gov/asbestos/asbestos-laws-and-regulations>

- EPA/AHERA Regulations: 40 CFR, Part 763, Subpart E

<http://www2.epa.gov/asbestos/asbestos-laws-and-regulations>

Dept. of Labor, OSHA Regulations: 29 CFR, Part 1926, Section 1101

[http://www.osha.gov/pls/oshaweb/owadisp.show\\_document?p\\_table=standards&p\\_id=10593](http://www.osha.gov/pls/oshaweb/owadisp.show_document?p_table=standards&p_id=10593)

- ARS Title 49, Chapter 4, Article 9

<http://www.azleg.state.az.us/arizonarevisedstatutes.asp?title=49>

- Any other applicable federal, State, or local rules and regulations.

[http://www.maricopa.gov/aq/divisions/compliance/air/asbestos\\_neshap/neshap\\_regulations.aspx](http://www.maricopa.gov/aq/divisions/compliance/air/asbestos_neshap/neshap_regulations.aspx)

b. The Abatement Contractor must maintain copies of the regulations listed above on each site where work is being performed.

c. Prior to commencement of asbestos removal work, the Abatement Contractor may be required to obtain a written 10 working day NESHAP notification. The notification must comply with 40 CFR, Part 61, Subpart M, paragraph 61.145. (Revised Regulations as of November 20, 1990).

d. The Abatement Contractor will meet with OUHSD's Asbestos/Lead Project Management and Consultant Group to review the schedule of work and specify special needs. At that time, the Abatement Contractor must identify a project supervisor who will be on-site for the duration of the project with authority to act as the Abatement Contractor's authorized representative. This individual must be currently certified as an AHERA Contractor/Supervisor.

e. The Abatement Contractor must furnish documentation certifying that employees working on each project have completed EPA/AHERA-approved Asbestos Contractor/Supervisor Training, and/or Asbestos Worker Training, and are currently certified.

f. Training must include all the elements specified in 40 CFR, Part 61, Subpart M; 29 CFR, Part 1926.1101; and 40 CFR, Part 763.

g. The Abatement Contractor must ensure all medical examinations required under asbestos regulations are current for all employees involved in each project. Color photo ID's must be posted on the project job board.

h. The Abatement Contractor must furnish his/her own utilities, including water and electrical when the work is performed at a remote site and/or where utilities are not available. In OUHSD-owned/operated facilities, OUHSD will *attempt* to furnish the following:

- Sufficient electric power from outside the abatement area to power the Abatement Contractor's equipment
- Water taps adjacent to, or in the work area, for the Abatement Contractor's use
- Access to a drain for disposal of filtered water at the project site
- Designated area adjacent to the project site for storing supplies and parking disposal trailers

## **10. AIR MONITORING**

Air monitoring is required throughout the entire duration of removal and cleaning operations. All air monitor and additional testing will be performed by (**Tabbara Corporation**) never releasing liability of the (CONTRACTOR) for safety of their owner staff.

This includes, but is not limited to:

- Personal monitoring of employees inside regulated areas
- Exposure monitoring must be accomplished in accordance with 29 CFR, Part 1926.58 (f)
- Area monitoring as may be required to control the site in and/or adjacent to the points of entry, and exits from the regulated area
- Continuous monitoring of the negative air from the time it is established until final clearance is demonstrated
- Final clearance for demolition projects must show fiber levels are less than the AHERA clearance concentration of 0.01 f/cc
- The Consultant is responsible for final air clearance. Should the clearance monitoring need to be repeated because the clearance samples fail to pass EPA requirements, this cost will be incurred by the Abatement Contractor.
- Records of the above monitoring and the results will be posted on-site, as soon as they are finalized
- A summary report of all air monitoring data must be submitted OUHSD's designated representative at the end of the project. The Abatement Contractor must furnish all air monitoring results (written) along with copies of all manifests, permits, etc. within one (1) month of the completion of the project. Final payment for services will be contingent upon receipt and acceptance of the summary report.

## **11. WORK AREA PRESENTATION (CONTRACTOR)**

- a. The Abatement Contractor must establish regulated areas in accordance with the above regulations. When friable materials are removed as defined by OSHA, negative pressure enclosures must be utilized.
- b. Where the Abatement Contractor has taken out detachable electrical, heating, ventilation equipment and other items in contact with the asbestos material, the Abatement Contractor must clean, handle and store these items in an undamaged condition. OUHSD will provide any special instructions for reinstalling all such items, unless otherwise determined by the nature of the project.
- c. When removing detachable items prior to removal of friable materials from buildings scheduled for demolition, all such items must be wet wiped where they have come in contact with friable materials. These items must be stacked to prevent unnecessary damage. The salvage value of these items may be part of other State contracts.
- d. NESHAP requires that all friable material must be removed before demolition of a building. All friable waste and control devices must be disposed of in a NESHAP approved waste disposal site.

- e. All non-friable materials that do not require removal prior to demolition are not classified as asbestos waste. In accordance with EPA/NESHAP and EPA Standards, non-friable ACM becomes part of the demolition debris and must be handled as solid waste under the classification of Construction and Demolition Debris. Regulations for transporting and disposal of construction and demolition debris must be followed. Any approved landfill accepting this kind of waste may be utilized. The EPA guidance manual "A Guide to Normal Demolition Practices under the Asbestos NESHAP" must be utilized.

## **12. REPAIR OF EXISTING SURFACES (CONTRACTOR)**

- a. As determined by the nature of each project, existing areas that require repair will be identified prior to the implementation of the project. Areas that require repair due to asbestos removal will be identified after the removal of the substance. The Asbestos Contractor must notify OUHSD in writing as to the extent of the repairs required.
- b. The Abatement Contractor must apply fiber encapsulates to surfaces where RACM was removed.

## **13. ACCEPTANCE OF COMPLETED PROJECT (CONTRACTOR)**

- a. After the Abatement Contractor has abated and cleaned the area and before final acceptance testing is completed, the area will be inspected by the authorized OUHSD representative (Consultant) with the Abatement Contractor.
- b. During this inspection, the Consultant, in conjunction with the Abatement Contractor must, if necessary, identify areas that need further refinement. Any additional work must be performed prior to the final acceptance testing.
- c. The negative air system must remain on until clearance tests prove the concentration of asbestos fibers is:
  - Less than or equal to 0.01 fibers per cubic centimeter of air for each of five (5) samples collected within the work area, if analyzed by phase contrast microscopy (PCM) analysis. The PCM analysis must be conducted using the National Institute for Occupational Safety and Health NIOSH 74000 or NIOSH 7402 method, or
  - Less than or equal to the average concentration of 70 structures per square millimeter for five samples collected within the work area, if analyzed by transmission electron microscopy (TEM) analysis. TEM analysis must be conducted using EPA's interim TEM analytical methods provided in 40 CFR 763, subpart E, appendix A.
- d. Small scale projects which do not require the use of a negative air system do not need to be cleared by final clearance tests. The OUHSD designated representative accredited with an EPA/AHERA Contractor/Supervisor certification must conduct a visual clearance inspection for the project.
- e. Application of the new surface treatment will be specified by OUHSD and must be done in accordance with the standards specified herein. Reinstallation of all fixtures and restoration of electrical power to all electrical fixtures is the responsibility of the Abatement Contractor.

- f. The Abatement Contractor must conduct an inspection to ensure all work has been completed pursuant to the project requirements. The final inspection will include the authorized OUHSD representative, as well as other Department representatives as required.
- g. The Abatement Contractor is responsible for and must verify any and all site inspections, estimates of quantity of work, or recognition of unusual or special conditions which may affect a timely completion of the work.
- h. The Abatement Contractor must grant OUHSD's authorized representative access to the work site, materials, records, or any other relevant data specified herein. Furthermore, the Abatement Contractor must provide proper facilities for such access and inspection.

#### **14. MATERIALS, EQUIPMENT AND EMPLOYEES (CONTRACTOR)**

- a. The Abatement Contractor must supply any and all labor, supervision, installed and consumable materials, equipment, services, testing devices, warehousing, tools, and each and every item of expense necessary for the supply, fabrication, erection, installation, application, handling, hauling, unloading, receiving, evaluation, design engineering, testing, and assembly of the abatement of asbestos containing or contaminated materials removed and restoration of areas hereinafter stated in the Contract.
- b. The Abatement Contractor must perform all labor in a competent, reliable and workmanlike manner, including use of subcontractors, superintendents, foremen, skilled and unskilled employees of the Abatement Contractor.
- c. Any Abatement Contractor personnel or outside personnel of another trade not employed for asbestos abatement; but working in an asbestos contaminated area, must be informed of the locations and presence of ACMs as required by both Federal and State OSHA regulations.
- d. OUHSD in conjunction with the Consultant has the authority to stop any or all abatement activities at any time if they determine the conditions are not in accordance with the specifications or any applicable regulations, or that an unsafe condition exists. The decision to stop work is solely at the discretion of OUHSD in conjunction with the Consultant.
- e. The abatement activity must not continue until the conditions have been corrected to the satisfaction of OUHSD.
- f. Standby time occurring during stop work condition will be at the Abatement Contractor's expense.

#### **15. OUHSD PROJECT**

- a. The Abatement Contractor must report directly to OUHSD's Project Manager (Bernards).
- b. The Abatement Contractor must furnish to OUHSD a written estimate of the cost of each project prior to any additional work being performed that exceeds the firm's

**BID NUMBER 629**

**OXNARD UNION HIGH SCHOOL DISTRICT**

**Addendum #1**

fixes prices stated in the contract. Once the estimate has been finalized, the total guaranteed not-to-exceed, firm, fixed price will govern the overall project. OUHSD will not be obligated to honor any additional estimates or amendments to the project, except in special isolated pre-approved instances.

- c. The Abatement Contractor is required to complete all the work outlined in estimate, and within the time frame stipulated in the contract.
- d. The Abatement Contractor agrees that OUHSD's Project Manager or Specialist has full and final authority for, but not limited to, the following:
  - Determination of completion of each project
  - Review of work schedules
  - Approval of clean-up procedures
  - Disapproval or approval of the use of certain equipment, personnel, materials, services, and/or procedures
  - Establishment of proper safety protocol
  - Issuance of stop-work orders for safety, environmentally unsafe activities, procedures, or unnecessary work
- e. The Abatement Contractor agrees that the completion of a project is contingent upon the final removal and disposal of all materials, substances and/or RACM.
- f. The completion date will conform to the dates specified in the NESHAP notification, or modified/revised notification.
- g. Copies of any revisions to the NESHAP notification and an explanation must be forwarded to OUHSD's Project Manager or Specialist.
- h. A project will be deemed complete at the convenience of OUHSD by the Project Manager or Specialist.
- i. The Abatement Contractor must submit all copies specified in the project contract for payment to the designated representative for certification.
- a. The Abatement Contractor must keep a complete record of all labor, equipment, materials, and outside services expended in the performance of a project under the contract, and must include such records as a closeout document with the final invoice for services. A copy of all closeout documents must be provided to OUHSD for recordkeeping purposes.

## **17. ABATEMENT INSPECTIONS (CONSULTANT)**

- a. Prior to abatement, all Lead and Asbestos containing materials must be clearly identified and listed with the quantities and locations given by (**Tabbara Corporation**) in behalf of the OUHSD.

## **18. INSPECTIONS (CONSULTANT/ Tabbara Corporation)**

- a. The Consultant (**Tabbara Corporation**) must be present during all site inspections, estimations of quantity of work, or recognition of unusual or special conditions, which may affect a timely and scheduled completion of the work.
- d. (**Tabbara Corporation**) will conduct daily site inspection along with all other air and site clearance inspection throughout the duration of the project.
- b. The OUHSD must authorize designated representative's access to the work site, materials, records, or any other relevant data specified herein. Furthermore, OUHSD must provide proper facilities for such access and inspection. Only authorized, trained personnel will be allowed on the work site providing that they have obtained clearance from OUHSD or it's CONSULTANT (**Tabbara Corporation**).

## **20. LEAD ABATMENT (CONTRACTOR)**

The Abatement Contractor must provide services in support of various OUHSD Abatement activities that may pose a liability to OUHSD. These services include, but are not limited to initial response and abatement actions to minimize the threat to public health, safety, and the environment of the facilities or properties and to prevent further contamination.

## **21. DISPOSAL (CONTRACTOR)**

The Abatement Contractor must provide any and all contract services as stipulated by OUHSD. Such services must be provided in a manner specified and approved by OUHSD to the satisfaction of OUHSD. The services include the personnel, materials, and equipment required to complete the ordered work.

## **22. RESPONSIBILITIES (CONTRACTOR)**

When OUHSD request's services of the Abatement Contractor, they will provide specific written information, (email included) concerning the project. This may include, but is not limited to:

- a. Physical address/legal description of location of the site where work will be performed. OUHSD will include specific description of the site (e.g., boiler room, steam pipe tunnel, residential structure, commercial building, etc.).
- b. Drawing(s) of the area to be abated and/or a map(s) stating the locations(s) of the building(s) to be abated



- c. Copy(s) of survey report(s) including all lab test results identifying the lead-containing material in estimated square feet for surfaces, linear feet on pipe, and other description of miscellaneous materials
- d. Purpose for the project:
  - Emergency removal/cleanup
  - Renovation, repair, or maintenance
  - Demolition
- e. Requirements for removal:
  - Wiping/moving furnishings
  - Carpet cleaning/removal □ Electrical fixture removal □ Non-movable objects.
- f. Hazards associated with the project:
  - Hot/cold pipes surfaces
  - Confined space entry
  - Other physical or chemical hazards that may be present
- g. Requirements for replacement materials
- h. Availability of water, power, drains, and space for setting up work stations, supplies, and waste trailers
- i. OUHSD's designated representative(s)
- j. Time schedule requirements for the project
- k. A Walk-through Conference with the Abatement Contractor and Consultant will be conducted prior to implementation of the project
- l. OUHSD may provide utilities for the Abatement Contractor's use if work will be performed within an OUHSD facility

## **23. REGULATORY REQUIREMENTS (CONTRACTOR)**

- a. The Abatement Contractor must comply with the requirements of the following statutes and regulations governing asbestos removal and disposal:
- b. EPA/NESHAP Regulations: 40 CFR, Part 61, Subpart M
  - <http://www2.epa.gov/asbestos/asbestos-laws-and-regulations>
- c. EPA/AHERA Regulations: 40 CFR, Part 763, Subpart E
  - <http://www2.epa.gov/asbestos/asbestos-laws-and-regulations>
- d. Dept. of Labor, OSHA Regulations: 29 CFR, Part 1926, Section 1101
  - <http://www.osha.gov/>
- e. Any other applicable federal, State, or local rules and regulations.
- f. The Abatement Contractor must retain copies of the statutes and regulations stated above for each location where work is to be performed.
- g. Prior to beginning lead removal, the Abatement Contractor must provide the designated regulatory authority. The notification must comply with 40 CFR.
- h. The Abatement Contractor must furnish documentation certifying that employees working on each project have had EPA approved Lead Contractor/Supervisor Training, and/or Lead Worker Training, and are currently certified.
- i. Training must include all the elements specified in 40 CFR, Part 745 and 29 CFR, Parts 1910 and 1926.

- j. The Abatement Contractor must have a copy of their written hazard communication (to include copies of MSDS), safety program, and respiratory protection programs at the project site.
- k. The Abatement Contractor must ensure that medical examinations required under lead regulations are current for all employees involved in each project.
- l. The Abatement Contractor is required to furnish his/her own utilities, including water and electrical when the work is being accomplished at a remote site and/or where not available at the site. In OUHSD owned/operated buildings, OUHSD will *attempt* to furnish the following:
  - Sufficient electric power from outside the abatement area to power the Abatement Contractor's equipment
  - Water taps adjacent to, or in the work area, for the Abatement Contractor's use
  - Access to drain for disposal of filtered water at the project site
  - Designated area for storing supplies and parking disposal trailers adjacent to the project site

#### **24. AIR MONITORING (CONTRACTOR) (OWNER/CONSULTANT )**

- a. Air monitoring is required throughout the entire removal and cleaning operation. This includes, but is not limited to:
  - Personal monitoring of employees inside regulated areas
  - Exposure monitoring must be accomplished in accordance with 29 CFR, Part 1926.58 (f)
  - Area monitoring as needed to control the site in and/or adjacent to the points of entry, and exits from the regulated area
  - Continuous monitoring of the negative air form the time it is established, and until final clearance is demonstrated
  - Final clearance for demolition projects must show particulate levels are less than the OSHA clearance concentration of 30  $\mu\text{g}/\text{m}^3$  and surface concentrations are less than EPA characteristic hazardous waste concentrations of 5  $\mu\text{g}/\text{L}$
- b. The Consultant (**Tabbara Corporation**) is responsible for final air clearance. Should the clearance monitoring need to be repeated because the clearance fails to pass EPA requirements, this cost will be incurred by the Abatement Contractor.

#### **25. WORK AREA PREPARATION (CONTRACTOR)**

- a. The Abatement Contractor must establish regulated areas in accordance with the above regulations. When lead-containing materials are removed as defined by OSHA, negative pressure enclosures must be utilized.
- b. Where the Abatement Contractor has taken out detachable electrical, heating, ventilation equipment, and other items located on the lead material, the Abatement Contractor must clean, handle, and store these items in an undamaged condition.

OUHSD will provide any special instructions for reinstalling all such items, unless otherwise determined by the nature of the project.

c. When removing detachable items prior to removal of lead materials from buildings that are scheduled for demolition, all such items must be wet wiped where they have come in contact with lead materials. These items must be stacked to prevent unnecessary damage. The salvage value of these items will be part of other OUHAD contracts.

d. All lead-containing material determined to be a characteristic hazardous waste must be removed before any demolition of buildings. All characteristic hazardous waste and control devices must be disposed of in an EPA-approved waste disposal site. *OUHSD will coordinate the disposal efforts for this waste. The containers must be secured on site or in a designated secure place on campus and EH&S must be informed that the materials are ready for proper disposal. The Abatement Contractor is responsible for this specific type of hazardous waste disposal.*

e. All non-characteristic hazardous materials that do not require removal prior to demolition are not classified as hazardous waste. As per EPA and EPA Standards, non-characteristic hazardous materials becomes part of the demolition debris and must be handled as solid waste under the classification of Construction and Demolition Debris. Regulations for transporting and disposal of construction and demolition debris must be followed. Any Arizona approved landfill accepting this kind of waste can be utilized.

## **26. ACCEPTANCE OF COMPLETED PROJECT (CONTRACTOR)**

a. After the Abatement Contractor has cleaned the abated area and before final acceptance testing is performed, the area will be inspected by OUHSD'S' authorized representative and the Abatement Contractor.

b. During this inspection, the Consultant, in conjunction with the Abatement Contractor will determine areas that need further refinement. Any additional work must be performed prior to the final acceptance testing.

c. The negative air system must remain on until results of the clearance tests prove that the particulate level is below 30 µg/m<sup>3</sup>. Small scale projects which do not require the use of a negative air system do not need to be cleared by final clearance tests.

d. Application of the new surface treatment will be specified by OUHSD and must be performed in accordance with the standards specified herein. Reinstallation of all fixtures and restoration of electrical power to all electrical fixtures is the responsibility of the Abatement Contractor.

e. The Abatement Contractor must conduct an inspection to ascertain that all work has been accomplished pursuant to project requirements. The final inspection must include OUHSD's authorized representative, as well as other Department representatives that need to be involved.

f. The Abatement Contractor is responsible for and must verify any and all site inspections, estimations of quantity of work, or recognition of unusual or special situations which may affect a timely and scheduled completion of the work.

g. The Abatement Contractor agrees and understands that he/she must supply any and all labor, supervision, installed and consumable materials, equipment,

services, testing devices, warehousing, tools, and each and every item of expense necessary for the supply, fabrication, erection, installation, application, handling, hauling, unloading, receiving, evaluation, design engineering, testing, and assembly of the abatement of lead-containing or contaminated materials removed and restoration of areas hereinafter stated in the Contract.

h. The Abatement Contractor must perform all labor in a competent, reliable, and workmanlike manner, including use of subcontractors, superintendents, foremen, and skilled and unskilled employees employed by the Abatement Contractor.

i. Any Abatement Contractor personnel or outside personnel of another trade not employed for lead abatement, but working in a lead-contaminated area, must be informed of the locations and presence of lead as set forth by both Federal and State OSHA regulations.

j. OUHSD and/or the Consultant has the authority to stop any and all abatement activities at any time that it determines that conditions are not within the specifications or any applicable regulations, or that an unsafe condition exists. The decision to stop work is solely at the discretion of OUHSD in conjunction with the Consultant.

k. The abatement activity must not continue until the conditions have been corrected to the satisfaction of OUHSD.

l. Standby time occurring during a stop work condition will be at the Abatement Contractor's expense.

## **27. RESTORATION OR REPLACEMENT OF DAMAGED BUILDING MATERIALS**

### **A. (CONTRACTOR)**

a. If included in Contractors agreed Scope of Work, all restoration/replacement design, materials and workmanship must comply with current accepted codes and standards, current OUHSD Design Guidelines, OUHSD Accessibility compliance, OUHSD Food Safety compliance.

b. Permits, Fees and Notices: The Contractor must secure and pay for the instruction permit and all other permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the Work which are customarily secured after execution of a Contract and which are legally required.

c. The Contractor must give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work.

d. If the Contractor observes that any of the Contract Documents are at variance therewith in any respect, he must promptly notify OUHSD and any necessary changes will be made by the appropriate Modification.

e. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to OUHSD, the Contractor will assume full responsibility therefore and will bear all costs attributable thereto.

f. If included in Contractors agreed Scope of Work, all restoration/replacement design, materials and workmanship must comply with current accepted codes and standards, current OUHSD Design Guidelines, OUHSD Accessibility compliance, OUHSD Food Safety compliance and OUHSD Environmental Health & Safety compliance AS APPLIES.

- g. Permits, Fees and Notices: The Contractor must secure and pay for the instruction permit and all other permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the Work which are customarily secured after execution of a Contract and which are legally required.
- h. The Contractor must give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work.
- i. If the Contractor observes that any of the Contract Documents are at variance therewith in any respect, he must promptly notify OUHSD and any necessary changes will be made by the appropriate Modification.
- j. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to OUHSD, the Contractor will assume full responsibility therefore and will bear all costs attributable thereto.

## **28. CONTRACTOR USE OF OUHSD PROPERTY (CONTRACTOR)**

- a. The Contractor must limit the storage of materials and equipment to areas indicated or designated by OUHSD.
- b. At no time during the work under the Contract will the Contractor place, or cause to be placed, any material or equipment. etc., at any location that would impede or impair access to or from the present facilities without prior written approval by OUHSD.
- c. The Contractor must cooperate with OUHSD to the fullest extent in providing traffic control during the course of construction in order to minimize inconvenience to OUHSD and the general public.
- d. The Contractor must send proper notices, make all necessary arrangements, and perform all services required for the care and maintenance of all affected OUHSD and public utilities. The Contractor must, during the construction period and until final acceptance of the work as a whole, assume all responsibility for the care and maintenance of all affected OUHSD and public utilities.
- e. It is of paramount importance that the work awarded under this RFS&M does not interfere in any way with the normal operation of the existing utility services. No interruption of the utility services can be allowed. Contractor must coordinate all work affecting services in the affected building with the OUHSD Program Manager.

## **29. TEMPORARY FACILITIES, UTILITIES and CONTROLS (CONTRACTOR)**

- a. Contractor must provide all labor, material, equipment and services necessary to furnish, erect and maintain temporary facilities and controls and perform temporary work required in the performance of the Contract. Contractor must limit his storage and office operations to the areas defined during the project initiation.
- b. Maintenance and Removal: Contractor must maintain temporary facilities and controls in a clean, proper, safe operating and sanitary condition for the duration of the Contract. Upon completion of the Contract, Contractor must remove all temporary facilities and controls from the premises.
- c. Toilet Facilities: Contractor must provide temporary toilet facilities for use by all workmen and enforce their use by all personnel. These facilities must be

maintained in clean, sanitary conditions with adequate supplies of paper products and hand cleansers.

d. Contractor must provide facilities complying with local and State sanitary laws and

OSHA regulations

e. Accessibility of Valves & Controls: No equipment that has to be operated or maintained, such as valves, traps, controls, unions, motors, etc., will be placed in an inaccessible location.

f. Potable Water: Contractor must supply adequate cool, pure drinking water with individual drinking cups or sanitary bubbler fountain for the use of employees on the project. The quality of the drinking water must meet the standards for public water supplies of the County Health Department.

g. Electric power, if available, will be provided by OUHSD.

h. If electric power has been de-energized due to, temporary electric power as required for the Contractor's use, the Contractor must provide power. The Contractor must make arrangements for and install all generating equipment, poles, meter, wiring, switches, outlets, etc., to provide necessary electrical power for all lighting and power requirements for construction purposes

i. Any necessary temporary power poles must be located inside the contract limits or other termination as arranged with OUHSD.

j. Contractor must remove all temporary electrical equipment, poles, meter, wiring, switches, outlets, etc. when no longer needed.

k. Water Services will be supplied by OUHSD. If the Contractor requires use of water in quantities greater than that supplied by building hose bibs, Contractor must obtain temporary meter from City, and pay costs of installation and use. Contractor must make all arrangements; install equipment, piping, and outlets for an adequate supply of clean water for construction purposes.

### **30. FIRE PROTECTION (CONTRACTOR)**

Contractor must provide adequate fire extinguishers on the premises during the course of abatement, of the type and sizes recommended by the NFPA and the Uniform Fire Code (<http://www.nfpa.org/> ) to control fires resulting from the particular work being performed and instruct employees in their use. Contractor must place extinguishers in the immediate vicinity of the work being performed, ready for instant use. In the use of especially hazardous types of equipment, such as acetylene torches, welding equipment, tar pots, kettles, etc., no work will begin or equipment used unless fire extinguishers of approved type and capacity are placed in the working area and are available for immediate use by the workman. All Polyethylene sheeting must be fire rated.

### **31. TEMPORARY ENCLOSURES, BARRIERS AND FENCES (CONTRACTOR)**

a. Contractor must provide and maintain all fences, barricades, lights, shoring and other protective structures or devices necessary for the safety of workmen, equipment, the public and property as required by State or municipal laws and regulations, local ordinances, laws and other requirements of the County, State, and

other authorities having jurisdiction with regard to safety precautions, operation and fire hazards.

b. Contractor must provide and maintain pumping facilities, including power, for keeping the site, excavations and structure free from accumulations of water at all times, whether from underground seepage, rainfall, drainage or broken line.

c. Contractor must provide 6-foot high woven wire temporary fencing equipped with a visual barrier fabric around the construction area when applies. OUHSD will provide approval for the fence and its exact location. Contractor must erect and secure fencing in a manner to withstand the forces to which it may be subjected. Contractor must locate gates for access to the areas as required and close and lock all gates after normal working hours. Contractor must furnish duplicate sets of keys to all gate locks to the OUHSD Project Manager.

### **32. SCAFFOLD, STAGING, and ETC. (CONTRACTOR)**

The Contractor must provide, install, and maintain all scaffold, staging, trestles, and planking necessary for the work in strict conformity with applicable laws, ordinances, and maintenance of same so as not to interfere with or obstruct the work of other trades. Additionally, the Contractor must provide all forms of protection necessary to preserve the work of other trades free from damage

### **33. SECURITY (CONTRACTOR)**

a. Contractor must provide exterior security lighting around perimeter of site during all phases of construction as needed. Lighting must adequately illuminate all portions of jobsite.

b. Contractor must provide such watchman's service as necessary to protect both the Contractor and OUHSD's interest during the progress of construction. OUHSD does not assume any responsibility, at any time, for the protection of the construction project and construction premises or for the loss of materials, from the time that operations have commenced until the final acceptance of the Work. If watchman's service is deemed necessary by the Contractor, such protection must be provided by the Contractor.

### **34. NOISE, DEBRIS and DUST CONTROL (CONTRACTOR)**

a. Contractor must exercise all possible care to control excessive noise and dust during the project. Traffic or exterior construction areas must be sprinkled with water in accordance with applicable County requirements.

b. OUHSD may require the Contractor to cease or reschedule any activities that interrupt or disturb the normal course of operation of the District. The Contractor must immediately comply with said request.

c. All debris, etc., must be removed from all pipe, pipe chases or other such remote and hidden spaces prior to closing of said space.

### **35. CUTTING AND PATCHING OF WORK (CONTRACTOR)**

- a. The Contractor is responsible for all cutting, fitting or patching that may be required to complete the work or to make any and all parts fit together properly.
- b. The Contractor must not damage or endanger any portion of the work or the work of OUHSD or any separate contractors by cutting, patching or otherwise altering any work.
- c. The Contractor must not cut or otherwise alter the work of OUHSD or any separate contractor except with the written consent of OUHSD and of such separate contractor.
- d. The Contractor must not unreasonably withhold from OUHSD or any other separate contractor his consent to cutting or otherwise altering the work.
- e. Any part of finished work damaged during installation or prior to Substantial Completion of work must be repaired so as to be equal in quality, appearance, serviceability and other respects to an undamaged item or part of work. Where this cannot be fully accomplished, the damaged item or part must be replaced.
- f. Contractor must, in all cases, exercise extreme care in cutting operations, and perform such operations under adequate supervision by competent mechanics skilled in the applicable trade. Openings must be neatly cut and will be kept as small as possible to avoid unnecessary damage.
- g. All replacing, patching and repairing of materials and surfaces cut or damaged in the execution of the work must be performed by experienced mechanics of the trades involved. Such replacing, repairing and/or patching must be done with the applicable materials, in such a manner that all surfaces so replaced will, upon completion of the work, match the surrounding similar surfaces.

### **36. CLEANING (CONTRACTOR)**

- a. The Contractor must at all times will keep the premises free from accumulation of waste materials or rubbish caused by their operations. At the completion of the work, the Contractor must remove all their waste materials and rubbish from the Project site as well as tools, construction equipment, machinery and surplus materials.
- b. Should the Contractor fail to clean up debris within twenty-four (24) hours of receipt of written request by OUHSD, OUHSD will have the authority to provide clean-up services and deduct said services from the Contractor's contract.
- c. Contractor must provide general cleaning of all items installed and areas of removal under this RFP.
- d. Contractor must leave Project site free of stains, damage, or other defects prior to final acceptance.
- e. Contractor must include washing, sweeping, polishing of all finished wall surfaces, floors, windows, hardware, mirrors, lighting fixtures and equipment items.
- f. Contractor must replace damaged or defaced items not acceptable to OUHSD's satisfaction at no additional expense to OUHSD.
- g. During Construction, each Contractor must:
  - Clean up all waste materials, rubbish, and debris resulting from their own operations daily
  - Place waste materials, rubbish, and debris from operations into approved containers outside of building in an area designated by OUHSD.



- Oversee cleaning and ensure that the Project site is maintained free from accumulations of debris
- At reasonable intervals, minimum once a week, clean up entire site of excess debris and dispose of debris off-site
- Remove grease, dust, dirt, stains, labels, fingerprints, and other foreign materials from interior and exterior surfaces of fixtures, hardware, and equipment such as elevators
- Repair, patch, and touch-up marred surfaces to match adjacent finishes damaged by his own operations
- Comply with additional requirements defined in specifications
- Vacuum interior areas in path of work area(s)
- Schedule cleaning operations so that contaminants resulting from cleaning do not

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### **37. (CONTRACTOR) ACKNOWLEDGEMENT**

Oxnard Union High School District (OUHSD) is committed to protecting the health and welfare of students, faculty, staff, visitors, and to the environment. Accordingly, it is important that all members of the OUHSD community recognize and share this commitment and comply with the environmental, health and safety policies, rules, procedures and regulations governing OUHSD campus activities.

OUHSD is also looking to the community, including service providers, for cooperative and responsible leadership that will help the District implement a safer environment through safer practices and more sustainable solutions.

The service provider shall ensure that its employees are properly identified (e.g. officially issued picture ID and/or badge) and have been instructed about the boundaries of their work areas. Service providers will comply with all applicable local, state, and federal rules and regulations, including those related to the Occupational Safety and Health Act (OSHA) of 1970.

For all service providers, OUHSD is providing a few general guidelines in this document concerning conducting work on OUHSD Job Sites.

#### **SERVICE PROVIDER DEFINITION**

Refers to any individual, company, or corporation who is hired by OUHSD or an OUHSD employee to provide construction, repair or maintenance related services on OUHSD property or facilities.

#### **GENERAL SITE INFORMATION**

Failure on the part of the service provider to comply with the following requirements may result in termination of the contract with OUHSD. Prior to working in areas where site-related hazards might be present, all service providers shall consult with the project manager for more information

- Permission must be obtained from the project manager whenever it is necessary for personnel to go to the roof of any building.

**BID NUMBER 629**

**OXNARD UNION HIGH SCHOOL DISTRICT**

**Addendum #1**

- Lunch and break areas are to be coordinated through the project manager.
- Pedestrians should use walkways where provided. Shortcuts shall not be taken through operating areas.
- Explosives of any type are prohibited on the site with the **exception of powder actuated tools.**
- Barricading of OUHSD streets, walkways and Corridors.
- Compliance with any applicable dust control requirements are the responsibility of the service provider.
- It is the service provider responsibility to remove excess materials, such as paints, oils, adhesives, from OUHSD property by the end of the project.
- Consult with the project manager if the project will involve regulated waste, such as potentially contaminated soil, light bulbs or oil.
- Chemicals, paints, oils, fuels, etc. must be located so as to avoid potential contamination of storm drains and dry wells. The project manager will assist with determining the appropriate location.

#### **PARKING (Park in specified areas only)**

The proper parking permit must be secured from OUHSD and displayed appropriately in vehicles. Do not block entrance ramps, trash docks, and truck doors, etc.

#### **LOCKOUT/TAGOUT**

OUHSD has established very specific control measures related to the control of potentially hazardous energy referred to Lockout/Tag out/Verify for all maintenance and construction related activities at OUHSD facilities. Each service provider conducting similar activities must adhere to all the OSHA Standard 29 CRF 1901.147 as posted on our website ([Workplace Community Safety](#)) with the exception of the service provider's designated lock. Each service provider is required under OSHA regulations to have their own program meeting the standards requirements, but all requirements in the OUHSD program with the exception of lock color and style must be met including notification of all affected personnel of the Lockout/Tag out/Verify activity, logging activities, and transitioning to equipment out of service. Service providers may be required by their project manager to post notices identifying their designated locks. At no time may Lockout/Tag out devices be used for equipment out of service.

#### **ELECTRICAL SERVICES**

Work on live electrical services at 50 volts or higher is prohibited unless permitted through your project manager under the OUHSD Electrical Safety Program. All work on electrical services must be locked out as required under 29 CFR 1910.147.

#### **DISCLOSURE OF ASBESTOS, LEAD AND/OR OTHER HAZARDOUS MATERIALS**

OUHSD is informing all service providers of the potential presence of asbestos (e.g. which may be found in caulk, sheetrock joints, paint, plaster, vinyl tiles, etc.), lead, and/or other hazardous materials at OUHSD. Depending on the location(s) of your work, there

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**Addendum #1**

may be one or more of these materials present. It is your responsibility to discuss the full scope of your work with the project manager or designee so that you have the appropriate information related to asbestos, lead and/or other potentially hazardous materials. If the scope of your work changes, contact your project manager or designee before proceeding to determine if the change in scope may involve the potential disturbance of asbestos, lead and/or other hazardous materials.

Should there be changes to your scope of work affecting areas outside of your original contract area, or, if unforeseen or unidentified suspect materials be uncovered or discovered during your work, you are required to stop all work which would impact those materials until they can be evaluated and tested by OUHSD. Immediately upon discovery of any unidentified or unforeseen building material, you must notify the project manager to arrange for OUHSD to evaluate and test the materials.

Prior to your work taking place, inspections for removal for asbestos, lead and other potentially hazardous materials must be (or have been) conducted by **Tabbara Corporation**, and identified materials (containing asbestos, lead or other hazardous materials) that would be disturbed by your current scope of work will be (or have been) removed or isolated in such a manner as to prevent potential exposure. Please contact OUHSD/Bernards Project Manager (**Karl Aldridge**) at 805-504-6147 to determine if, based on your current scope of work, there are any remaining materials which are or may be present in adjacent location(s), but should not be disturbed.

**Contractor Acknowledgement**

Your signature on this document acknowledges you received this disclosure and that you had the opportunity to review your scope of work, revised scope of work and noted attachments 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]**

East-Track Construction Corporation

**[Street Address]**

5711 W Slauson Ave #170

**[City, State Zip]**

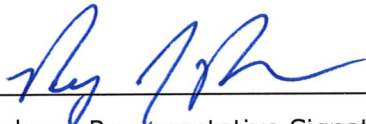
Culver City CA 90230

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]**

Ryan Radebach

**[Title]** President



Employer Representative Signature

10-13-2020

Date



**OXNARD UNION HIGH SCHOOL DISTRICT**

**ADDENDUM #2**

**BID: 629**

**New HVAC Modernization  
For  
Adolfo Camarillo High School**

**Bid Deadline: September 28, 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](mailto:Deanna.rantz@oxnardunion.org))

Item #1 of Addendum #2: Carrier shall do Environmental Controls & Energy Management System (EMS) across all Oxnard Union High School District Campuses for the HVAC systems. This is to support the Standard Operating Procedure, which District Maintenance Department has in place for their staffs. For this reason, no other Controls & Energy Management System manufacturer is acceptable as a substitute. Please refer to Exhibit A for revised Specification section 23 09 23.

Item #2 of Addendum #2: Site Utilities work, especially removing and replacing gas lines throughout the campus shall occur for the duration of the project (See Exhibit B for revised Project Schedule) along with building phases. Open trenches must be properly protected through fencing and plating the area.

Item #3 of Addendum #2: Please refer to Exhibit C for revised Project Phasing plan.

Item #4 of Addendum #2: The GC shall also provide all necessary measures and devices to reduce erosion damage, contain pollutants on site, and prevent material tracking from vehicles. Devices include but are not limited to silt fences, sediment barriers, rumble racks at construction exits, and wash off areas. Applicable Handbook BMP's as applies to this project; All BMP's must comply with California Storm Water Prevention Program for further information www.CASQA.ORG shall be visited. General Contractor shall implement storm water BMP's to protect the existing storm drain system. Please refer to attached Exhibit D for the SWPPP document.

Item #5 of Addendum #2: Question: Where will the temporary power be pulled from?

Answer: Temporary power can be pulled from existing panels

Item #6 of Addendum #2: Question: Is a Construction Manager Field Office required to be provided on this project?

Answer: Construction Manager Field Office is not required for this project. Please disregard sections 6.5 thru 6.5.1.5 of the General Conditions

**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]**

Fast-Track Construction Corporation

**[Street Address]**

5711 W Slauson Ave #170

**[City, State Zip]**

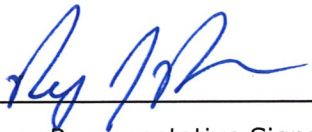
Culver City CA 90230

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]**

Ryan Radebach

**[Title]** President



Employer Representative Signature

10-13-2020

Date



**OXNARD UNION HIGH SCHOOL DISTRICT**

**ADDENDUM #3**

**BID: 629**

**New HVAC Modernization  
For  
Adolfo Camarillo High School**

**Bid Deadline: September 28, 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](mailto:Deanna.rantz@oxnardunion.org))



**Item #1 of Addendum #3: Question: Sunbelt Controls RFI #1:** Project Specifications section 23 09 23 lists the following acceptable controls product manufacturers: Alerton, Automated Logic, Schneider Electric, Trane, Carrier or equal. Other schools, specifically Bids #622 and #627 state that Carrier Open BACnet Controls as the only acceptable manufacturer. No Substitutions will be accepted. Please confirm that the listed product manufacturers are in fact approved for use at this District.

**Answer:** Please refer to Addendum #2 that was posted 8/12 on District's website for a response regarding control product manufacturers  
(<https://www.oxnardunion.org/news/rfp/bid-629-new-hvac-modernization-for-adolfo-camarillo-high-school/>). See Attachment A

**Item #2 of Addendum #3: Question: Pinner Construction RFI #6: The Master Schedule has a pre-bid RFI deadline of 8/19/2020. We respectfully request an extension of this deadline so that we may have more time to review the bid documents and submit clarifications as discovered over the next few weeks.**

**Answer:** Pre-bid RFI deadline extension request is acceptable, and is now moved to August 31<sup>st</sup>, 2020. Please refer to the District Master Schedule as shown in Attachment B.

**Item #3 of Addendum #3: Question: Viola Constructors RFI #1:**

- a) Detail 2/E-113 shows receptacle/disconnects mounted independently on rooftops and several disconnects may be required on each 20 bldgs. Is it acceptable to mount disconnects directly onto equipment with Unistrut to reduce costs?
- b) Architectural sheets show new lighting installed in all buildings, yet Electrical sheets do not show new lights in bldgs. F, O, P, Q, U, V, W, X, Y, or the Aquatics Center. Can you please clarify which buildings get new light fixtures?

**Answer:** See Response by Electrical Engineer in Attachment C.

**Item #4 of Addendum #3: Question: Viola Constructors RFI #2:**

- a) Existing FA system is an FCI 7200 series and the devices listed on the drawings will work for this system, however, MCS-COF3 IV detectors on B200 sounder bases will not be capable of providing temporal 4 tone. This requirement would necessitate the existing FACP to be upgraded to a Gamewell FCI E3, Can you please confirm the course of action?
- b) 265 detection type devices are being added to the existing system, please confirm if there is space available on existing FACP to handle additional devices? Note: FCI 7200 FACP's use all ALU cards for landing two separate SLC lines, each line is only capable 99 detectors and 99 modules. If there are not enough ALU cards currently on the panel, it will need to be upgraded as ALU cards are no longer available.
- c) If a new FACP is required, will new wiring and conduit be needed?

**Answer:** See Response by Architect in Attachment D

**Item #5 of Addendum #3: Question: Pinner Construction RFI #1: Architectural Roof Plans state to patch and repair roof as required at areas demolished. There is no roof specification provided. Please indicate the type of existing roof system to be patched/repared and provide specification section.**

**Answer:** See Response by Architect in Attachment E

**Item #6 of Addendum #3: Question: Pinner Construction RFI #2: Sheet A9.05 Roof Details is listed on the TOC T0.02. Sheet A9.05 is not included with the drawing set. Please clarify.**

**Answer:** See Response by Architect in Attachment F

**Item #7 of Addendum #3: Question: Pinner Construction RFI #3: New gas, condensation and water are shown on the new HVAC units and hose bibbs located on the roof in the Plumbing Drawings. There is no roof penetration detail. Please provide a roof penetration detail for piping.**

**Answer:** See Response by Architect in Attachment G

**Item #8 of Addendum #3: Question: Pinner Construction RFI #4: Door Schedules indicate that doors, frames, and hardware are existing to remain. The notes on the Door Schedule Sheet indicate that panic hardware shall be amounted at 34" to 44" above finish floor surface. Please confirm that panic hardware is existing, and no adjustments are needed to any doors, hardware, or frames.**

**Answer:** See Response by Architect in Attachment H

**Item #9 of Addendum #3: Question: Pinner Construction RFI #5: Door Schedules indicate to provide a kick plate at all doors. A door hardware specification was not included in the documents. Please indicate type of kick plate to provide and install on existing doors.**

**Answer:** Kick plates are existing. Delete note to provide kick plates from Door Schedules, Typical. See Response by Architect in Attachment I

Item #10 of Addendum #3: Question: Telacu RFI #1:

a) Detail 2 Sheet E113 shows how all roof top disconnects, and GFI's are to be independently supported.

- Key Note #1 on Electrical Roof Plans state disconnects to be independently supported
- Key Note #4 does not mention independent support
- Key Note #3 does not mention independent support

Please confirm if this detail 2/E113 is to be used, in lieu of mounting directly to the mechanical equipment.

b) The Architectural drawings show new lighting installed in very building, but the Electrical drawings don't show new lighting in building F, O, Q, P, U, V, W, X, Y, and the Aquatic Center. Please clarify which buildings need new light fixtures.

**Answer:** See Response by Architect in Attachment J

Item #11 of Addendum #3: Question: Telacu RFI #2:

a) The specifications include Section 085113 Aluminum Windows. No others exist. These windows are sliders. The majority of the project consists of fixed windows resembling storefront type system. They are continuous and run for many feet. The window schedule Sheet A9.03 shows individual windows but that is not what the exterior elevations indicate.

b) Should a storefront system be added to the project for most of the fenestration shown? Such as Kawneer TriFab 45IT thermally broken system? See Attached product data. Should the sliding windows Section 085113 be inserted into the storefront openings where shown on the exterior elevations?

c) Building K does not indicate new Type D windows on the south elevation. Is this correct?

**Answer:** See Response by Architect in Attachment K

**Item #12 of Addendum #3: Please refer to Attachment L for a revised Bid Form for Bid 629 New HVAC Modernization for Adolfo Camarillo High School.**

**Item #13 of Addendum #3: Please refer to Attachment M for Flewelling & Moody Addendum #1**

**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]**

Fast-Track Construction Corporation

**[Street Address]**

5711 W Slauson Ave #170

**[City, State Zip]**

Culver City CA 90230

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]**

Ryan Radebach

**[Title]** President



Employer Representative Signature

10-13-2020

Date



**Bid 629**  
**New HVAC Modernization Project for Adolfo Camarillo High School**

**BID CLARIFICATION ADDENDUM #4**

Dated: September 1, 2020

*All interested parties seeking to submit responses to the Oxnard Union High School District's Bid #629 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 629 New HVAC Modernization Project for Adolfo Camarillo High School as follows:**

**1) Master Schedule is hereby amended as follows:**

<u>Bidder Clarification Request Deadline</u>	<u>09/07/2020</u>	<u>4:00PM</u>
<u>Deadline for Final Addendum</u>	<u>09/24/2020</u>	<u>4:00PM</u>
<u>Bids Due</u>	<u>10/13/2020</u>	<u>2:00PM</u>

**BIDDER'S CERTIFICATION**

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

**Dated:** 10-13-2020      **BIDDER:** Fast-Track Construction Corporation  
(Company/Entity)

**By:**       **Printed Name:** Ryan Radebach  
(Authorized Representative Signature)

**Title:** President



**Bid 629**  
**New HVAC Modernization Project for Adolfo Camarillo High School**

**BID CLARIFICATION ADDENDUM #5**

Dated: September 23, 2020

*All interested parties seeking to submit responses to the Oxnard Union High School District's Bid #629 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 629 New HVAC Modernization Project for Adolfo Camarillo High School as follows:

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

Bids Due                      10/13/2020                      by 10:00AM

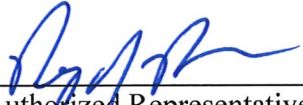
- 2) **Please refer to Attachments A, B, C, & D for Pre-Bid RFI's from Viola Constructors**
- 3) **Please refer to Attachment E for Pre-Bid RFI's from Waisman Construction, Inc.**
- 4) **Please refer to Attachments F, G, H, & I for Pre-Bid RFI's from Novus Construction.**
- 5) **Please refer to Attachments J, & K for Pre-Bid RFI's from Pinner Construction.**
- 6) **Please refer to Attachment L for Pre-Bid RFI from Prime Acoustic.**
- 7) **Please see Attachment M for Architect's addendum.**
- 8) **Please refer to Attachment N for Clarification on Instructions to Bidders.**

- 9) **Allowance(s) Clarification:** Allowances are not to be included in original scope of work "Base Bid" (Example: "the flooring to be removed and repaired in original scope due to cabinet removal and refinishes are to be included in base bid"). Allowance are for everything after that, if elected to be used.

**BIDDER'S CERTIFICATION**

I acknowledge receipt of the foregoing Addendum #5 and accept all conditions contained herein.

**Dated:** 10-13-2020      **BIDDER:** Fast-Track Construction Corporation  
(Company/Entity)

**By:**       **Printed Name:** Ryan Radebach  
(Authorized Representative Signature)

**Title:** President



**Bid 629**  
**New HVAC Modernization Project for Adolfo Camarillo High School**

**BID CLARIFICATION ADDENDUM #6**

Dated: September 24, 2020

*All interested parties seeking to submit responses to the Oxnard Union High School District's Bid #629 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 629 New HVAC Modernization Project for Adolfo Camarillo High School as follows:**

- 1) Please refer to Attachment A for (Revised) Criminal Background Investigation / Fingerprinting Certification Document (00 45 46.08).

**BIDDER'S CERTIFICATION**

**I acknowledge receipt of the foregoing Addendum #6 and accept all conditions contained herein.**

**Dated:** 10-13-2020      **BIDDER:** Fast-Track Construction Corporation  
(Company/Entity)

**By:**       **Printed Name:** Ryan Radebach  
(Authorized Representative Signature)

**Title:** President





**Bid 629**  
**New HVAC Modernization Project for Adolfo Camarillo High School**

**BID CLARIFICATION ADDENDUM #7**

Dated: October 9, 2020

*All interested parties seeking to submit responses to the Oxnard Union High School District's Bid #629 shall execute the certification at the end of this addendum and shall attach the addendum to the documents submitted to the District.*

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**The Oxnard Union High School District hereby clarifies Instructions to Bidders document (00 21 13) for Bid 629 (New HVAC Modernization Project for Adolfo Camarillo High School) as follows:**

- 1) *The District has prequalified bidders pursuant to Public Contract Code section 20111.6 for contracts \$1 million or more using or planning to use state bond funds. Only prequalified bidders will be eligible to submit a bid for this Project. Any bid submitted by a bidder who is not prequalified shall be deemed nonresponsive and will not be considered. Moreover, any bid listing subcontractors holding C-4, C-7, C- 10, C-16, C-20, C-34, C-36, C-38, C-42, C-43 or C-46 licenses, if used, who have not been prequalified, shall be deemed nonresponsive and will not be considered.*
- 2) *Bidders must submit with the bid the Designated Subcontractors List for those subcontractors who will perform any portion of Work, including labor, rendering of service, or specially fabricating and installing a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent (0.5%) of total bid. Failure to submit this list when required by law shall result in bid being deemed nonresponsive and the bid will not be considered.*

**BIDDER'S CERTIFICATION**

**I acknowledge receipt of the foregoing Addendum #5 and accept all conditions contained herein.**

**Dated:** 10-13-2020

**BIDDER:** Fast-Track Construction Corporation  
(Company/Entity)

**By:**   
(Authorized Representative Signature)

**Printed Name:** Ryan Radebach

**Title:** President