

REVISED BID FORM AND PROPOSAL

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

From: Novus Commercial Interiors, Inc. DBA: Novus Construction
(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:

Twenty One Million Four Hundred Eighty Six Thousand Dollars \$ 21,486,000.00

Base Bid Value

Twenty Two Million Two Hundred Ninety Eight Thousand Dollars \$ 22,298,000.00

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>8/24/20</u>	No. <u>4</u> , Dated <u>9/1/20</u>
No. <u>2</u> , Dated <u>8/24/20</u>	No. <u>5</u> , Dated <u>9/23/20</u>
No. <u>3</u> , Dated <u>8/24/20</u>	No. <u>6</u> , Dated <u>9/24/20</u> <u>7</u> <u>10/9/20</u>

- 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 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

- 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 13th day of October 20 20

Name of Bidder: Novus Construction

Type of Organization: Corporation

Signed by: 

Title of Signer: President

Address of Bidder: 9205 Alabama Ave., Ste. F, Chatsworth, CA 91311

Taxpayer Identification No. of Bidder: 95-4124328

Telephone Number: (818) 700-2649

E-mail: patricia@novusconstruction.com

Contractor's License No(s): No.: 528475 Class: B Expiration Date: 4/30/22

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

Public Works Contractor Registration No.: 1000000684

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, Novus Commercial Interiors, Inc. dba Novus Construction, as Principal ("Principal"),
and United Fire & Casualty 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 the total bid amount Dollars (\$ 10.0% of bid amount)

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.

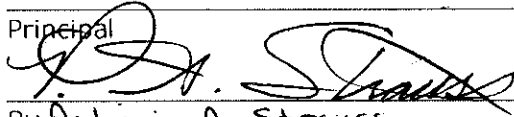
In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorneys' fee to be fixed by the Court.

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 5th day of October, 2020.

Novus Commercial Interiors, Inc. dba Novus Construction

Principal


By Patricia A. Strauss

United Fire & Casualty Company

Surety


By Vanessa Copeland, Attorney-in-fact

Pinnacle Surety & Insurance Services

Name of California Agent of Surety

151 Kalmus Dr., Ste A201, Costa Mesa, CA 92626

Address of California Agent of Surety

(714)546-5100

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 Orange)

On 10/5/20 before me, Natassia Kirk-Smith, Notary Public,

personally appeared Vanessa Copeland

Name(s) of Signer(s)

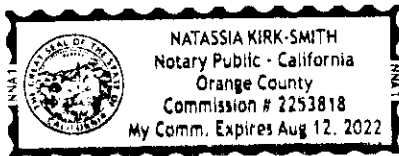
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), 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 the information below is not required by law, it may prove valuable to persons relying on the document and could present fraudulent and reattachment of this form to another document.

Description of Attached Document

Type or Title of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Vanessa Copeland

- ☐ Individual
- ☐ Corporate Officer - Title(s): _____
- ☐ Partner: ☐ Limited ☐ General
- ☒ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA
CERTIFIED COPY OF POWER OF ATTORNEY
(original on file at Home Office of Company - See Certification)

Inquiries: Surety Department
118 Second Ave SE
Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

JENNIFER GRENRÖD, ERIC LOWEY, MARK RICHARDSON, VANESSA COPELAND, KEVIN CATHCART, ARIANNA SLOTEMAKER, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$60,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI - Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby, such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 15th day of November, 2017

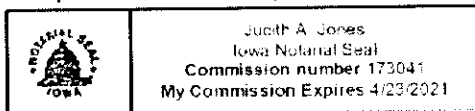


UNITED FIRE & CASUALTY COMPANY
UNITED FIRE & INDEMNITY COMPANY
FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann*
Vice President

State of Iowa, County of Linn, ss.

On 15th day of November, 2017, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Judith A. Jones
Notary Public
My commission expires: 4/23/2021

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations
this 5th day of October 2020



By: *Mary A. Bertsch*
Assistant Secretary,
UF&C & UF&I & FPIC

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Certificate of Authority

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

UNITED FIRE & CASUALTY COMPANY

of CEDAR RAPIDS, IOWA, organized under the
laws of IOWA, 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, PLATE GLASS, LIABILITY, WORKER'S COMPENSATION, COMMON
CARRIER LIABILITY, BURGLARY, SPRINKLER, TEAM AND VEHICLE,
AUTOMOBILE, 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 11TH day
of FEBRUARY, 19 81, I have hereunto set
my hand and caused my official seal to be affixed this 11TH
day of FEBRUARY, 19 81.



ROBERT C. QUINN
Insurance Commissioner

George Davis
Deputy

By

NOTICE:

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

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 10/13/20 before me, Claudia N. Mathiason (Notary Public),

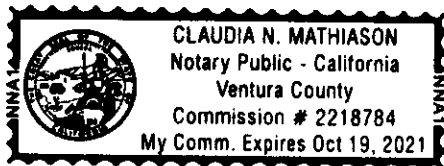
Here Insert Name and Title of the Officer

personally appeared Patricia A. Strauss
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 Claudia N. Mathiason
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 DocumentTitle or Type of Document: Adolfo Camarillo B.D. BoardDocument Date: 10-5-20 Number of Pages: 2Signer(s) Other Than Named Above: N/A**Capacity(ies) Claimed by Signer(s)**Signer's Name: Patricia A. Strauss☒ Corporate Officer — Title(s): President☐ 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: ~~Ventura Environmental~~ Janus Corp.

CA Cont. Lic. #: ~~989629~~ 572682 Location: ~~Oxnard~~ Concord

Portion of Work: Demolition / Abatement

Subcontractor Name: Santa Clarita Concrete

CA Cont. Lic. #: 381605 Location: Santa Clarita

Portion of Work: Concrete

Subcontractor Name: Coast Iron & Steel

CA Cont. Lic. #: 136724 Location: Santa Fe Springs

Portion of Work: Metal Fabrications

Subcontractor Name: JF Construction

CA Cont. Lic. #: 791180 Location: Thousand Oaks

Portion of Work: Rough Carpentry

Subcontractor Name: ALCAL Specialty Contracting

CA Cont. Lic. #: 815286 Location: Sacramento

Portion of Work: Insulation

Subcontractor Name: Commercial Roofing Systems

CA Cont. Lic. #: 591222 Location: Arcadia

Portion of Work: Roofing Patch & Repair

Subcontractor Name: Visual Glass Concepts

CA Cont. Lic. #: 797980 Location: Granada Hills

Portion of Work: Windows/Glazing

Subcontractor Name: Infinity DryWall Contracting

CA Cont. Lic. #: 886097 Location: Anaheim

Portion of Work: Plaster Patching / DryWall

Subcontractor Name: Continental Marble & Tile

CA Cont. Lic. #: 394 Location: Corona

Portion of Work: Ceramic Tile

Subcontractor Name: G.G. Chaney

CA Cont. Lic. #: 762715 Location: Valencia

Portion of Work: Acoustical Ceilings

Date: 10/13/20

Proper Name of Bidder: Novus Commercial Interiors, INC.

Signature: DBA Novus Construction

Print Name: [Signature]

Title: Patricia A. Strauss

END OF DOCUMENT

Subcontractor Name: ISR Painting & Wallcovering

CA Cont. Lic. #: 825061 Location: Norwalk

Portion of Work: Painting

Subcontractor Name: Stumbaugh & Associates

CA Cont. Lic. #: 288724 Location: Burbank

Portion of Work: Toilet Partitions / Accessories

Subcontractor Name: Sheward & Son & Sons

CA Cont. Lic. #: 528591 Location: Justin

Portion of Work: Window Shades

Subcontractor Name: Suttles Plumbing & Mechanical

CA Cont. Lic. #: 268688 Location: Simi Valley

Portion of Work: Plumbing / SITE Utilities

Subcontractor Name: ACH Mechanical Contractors

CA Cont. Lic. #: 780560 Location: Redlands

Portion of Work: HVAC

Subcontractor Name: ~~Rates & Sons Electric~~

CA Cont. Lic. #: ~~877091~~ Location: ~~Sylmar~~

Portion of Work: ~~Electrical~~

Date: 10/13/20

Proper Name of Bidder: Novus Commercial Interiors, Inc.

Signature: 

Print Name: Patricia A. Strauss

Title: President

END OF DOCUMENT

Subcontractor Name: Terra Pare

CA Cont. Lic. #: 456836 Location: Whittier

Portion of Work: Asphalt

Subcontractor Name: Scott & Sons Electric

CA Cont. Lic. #: 700054 Location: Ventura

Portion of Work: Electrical

Subcontractor Name: Signature Flooring

CA Cont. Lic. #: 867485 Location: ORANGE

Portion of Work: Flooring

Subcontractor Name: Bennett Landscape

CA Cont. Lic. #: 479003 Location: Harbor City

Portion of Work: Landscape/Irrigation

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

Date: 10/13/20
Norus Commercial Interiors, Inc.

Proper Name of Bidder: DBA: Norus Construction

Signature: 

Print Name: Patricia A. Strauss

Title: President

END OF DOCUMENT

SITE VISIT CERTIFICATION

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

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

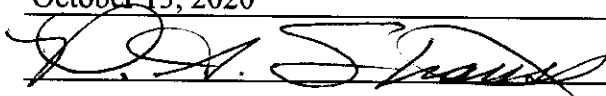
Check option that applies:

 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 Gerardo Padilla (Bidder's representative) visited the Site of the proposed Work, received the attached n/a 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: October 13, 2020
Signature: 
Print Name: Patricia A. Strauss
Title: President

END OF DOCUMENT

NON-COLLUSION DECLARATION
(Public Contract Code Section 7106)


The undersigned declares:

I am the President of
[Title]
Novus Construction, 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 10/13/20,
[Date]
at Chatsworth, CA.
[City] [State]

Date: October 13, 2020
Signature: 
Print Name: Patricia A. Strauss
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
Novus Construction ("Contractor" or "Bidder").


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

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

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

CERTIFICATION:

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

Vendor Name/Financial Institution (Printed) Novus Construction	Federal ID Number (or n/a) 95-4124328
By (Authorized Signature) 	
Printed Name and Title of Person Signing Patricia A. Strauss - President	Date Executed October 13, 2020

END OF DOCUMENT

WORKERS' COMPENSATION CERTIFICATION

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

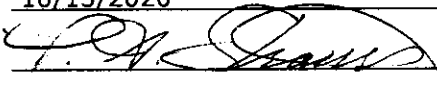
Novus Construction ("Contractor" or "Bidder").

Labor Code section 3700, in relevant part, provides:

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

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

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

Date: 10/13/2020
Signature: 
Print Name: Patricia A Strauss
Title: President

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

END OF DOCUMENT

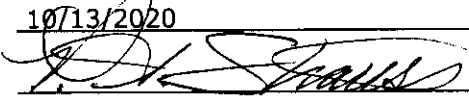
DOCUMENT 00 45 46.01

**PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION**

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

Novus Construction ("Contractor" or "Bidder").

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

Date: 10/13/2020
Signature: 
Print Name: Patricia A Strauss
Title: President

END OF DOCUMENT

DRUG-FREE WORKPLACE CERTIFICATION

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

Lotus Construction ("Contractor" or "Bidder").

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

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

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

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

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

- c. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

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

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

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

Date:

10-13-20


Signature:

Print Name:

Patricia A. Strauss

Title:

President

END OF DOCUMENT

TOBACCO-FREE ENVIRONMENT CERTIFICATION

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

Novus Construction ("Contractor" or "Bidder").

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

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

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

Date:

10-13-20
[Signature]

Signature:

Print Name:

Patricia A. Strauss

Title:

President

END OF DOCUMENT

HAZARDOUS MATERIALS CERTIFICATION

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

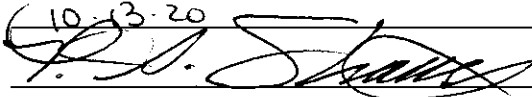
Novus Construction ("Contractor" or "Bidder").

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

Date:

6-10-13-20

Signature:



Print Name:

Patricia A. Strauss

Title:

President

END OF DOCUMENT

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]Alvus Construction**[Street Address]**9205 Alabama Ave. Suite F**[City, State Zip]**Chatsworth CA 91311

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]Patricia A. Strauss**[Title]**President

Employer Representative Signature

10/13/20

Date

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]Alvus Construction**[Street Address]**9205 Alabama Ave Suite F**[City, State Zip]**Chatsworth, CA 91311

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]Patricia A. Strauss**[Title]**President10/13/20

Employer Representative Signature

Date

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]

Novus Construction

[Street Address]

9205 Alabama Ave Suite F

[City, State Zip]

Chatsworth CA 91311

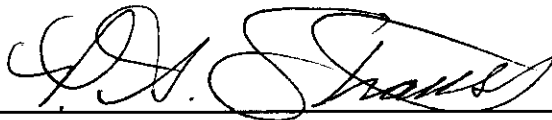
The above service provider certifies that they, any and all of its subcontractor's, or its supervisors, prior to commencing any work on an OUHSD site, have reviewed and understand the contents of this Document.

[Name]

Patricia A. Strauss

[Title]

President



Employer Representative Signature

10/13/20

Date



OXNARD UNION HIGH SCHOOL DISTRICT

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: 10/13/20 BIDDER: Alorus Construction
(Company/Entity)


By: [Signature] Printed Name: Patricia A. Strauss
(Authorized Representative Signature)

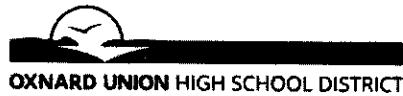
Title: President

- 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: 10/13/20 BIDDER: Novus Construction
(Company/Entity)
By:  Printed Name: Patricia A. Strauss
(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: 10/13/20 BIDDER: Adius Construction
(Company/Entity)

By: [Signature] Printed Name: Patricia A. Strauss
(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.

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: 10/13/20 BIDDER: Norus Construction
(Company/Entity)
By: [Signature] Printed Name: Patricia A. Strauss
(Authorized Representative Signature)
Title: President