

REVISED BID FORM AND PROPOSAL

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

From: Viola, Inc.

(Proper Name of Bidder)

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

Bid No. 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 million nine hundred ninety five thousand Dollars \$ 20,995,000.00

Base Bid Value

twenty one million eight hundred seven thousand Dollars \$ 21,807,000.00

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 facture 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>7/27/2020</u>	No. <u>4</u> , Dated <u>9/1/2020</u>
No. <u>2</u> , Dated <u>8/17/2020</u>	No. <u>5</u> , Dated <u>9/23/2020</u>
No. <u>3</u> , Dated <u>8/19/2020</u>	No. <u>6</u> , Dated <u>9/24/2020</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 12 day of October 20 20

Name of Bidder: Viola, Inc.

Type of Organization: Corporation

Signed by: 

Title of Signer: CEO

Address of Bidder: PO Box 5624 Oxnard, CA 93031

Taxpayer Identification No. of Bidder: 95-2100163

Telephone Number: (805) 487-3871

E-mail: estimating@violainc.com

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

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

Public Works Contractor Registration No.: 1000004165

END OF DOCUMENT

BID BOND

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

KNOW ALL PERSONS BY THESE PRESENTS:

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

10 Percent of Bid Amount Dollars (\$ 10% 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 24th day of September, 2020.


Viola, Inc.

Principal

By 

Travelers Casualty and Surety Company of America

Surety


By Mike Melshenker, Attorney in Fact

Travelers Casualty and Surety Company of America

Name of California Agent of Surety

196 S. Fir St. Ventura, CA 93002

Address of California Agent of Surety

805-585-6115

Telephone Number of California Agent of Surety

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

END OF DOCUMENT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

State of: California

County of Ventura

On 9/24/2020 before me, Joni M. Boole, Notary Public,
personally appeared Mike Melshenker

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

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

WITNESS my hand and official seal.



[Signature]
Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLES(S)

TITLE OR TYPE OF DOCUMENT

- ☐ PARTNERS ☐ LIMITED
☐ GENERAL

NUMBER OF PAGES

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

DATE OF DOCUMENT

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

SIGNER(S) OTHER THAN NAMED ABOVE



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

POWER OF ATTORNEY

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

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



State of Connecticut

City of Hartford ss.

By:

Robert L. Raney, Senior Vice President

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

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

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



Marie C. Tetreault, Notary Public

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

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

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

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

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

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

Dated this 24th day of September, 2020



Kevin E. Hughes, Assistant Secretary

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

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

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

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

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

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

- 2 **Subcontractor Name:** _____
 CA Cont. Lic. #: _____ Location: _____
 Portion of Work: _____
- 3 **Subcontractor Name:** Venterra
 CA Cont. Lic. #: 989629 Location: Ventura
 Portion of Work: Abatement and Soft Demo
- 4 **Subcontractor Name:** Wright Sawing & Breaking
 CA Cont. Lic. #: 823507 Location: Ventura
 Portion of Work: Hard Demolition
- 5 **Subcontractor Name:** _____
 CA Cont. Lic. #: _____ Location: _____
 Portion of Work: _____

6 **Subcontractor Name:** _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

7 **Subcontractor Name:** _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

8 **Subcontractor Name:** _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

9 **Subcontractor Name:** _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

10 **Subcontractor Name:** DJS

CA Cont. Lic. #: 776402 Location: Simi Valley

Portion of Work: Site Concrete

11 **Subcontractor Name:** Troys Iron Craft

CA Cont. Lic. #: 945177 Location: Stanton

Portion of Work: Structural Steel

Date: 10/12/2020

Proper Name of Bidder: Viola, Inc.

Signature: 

Print Name: Michael T. Viola


Title: CEO

END OF DOCUMENT

- 12 **Subcontractor Name:** M&T Concrete
CA Cont. Lic. #: 179501 Location: Oxnard
Portion of Work: Misc Carpentry
- 13 **Subcontractor Name:** Abdellatif
CA Cont. Lic. #: 662128 Location: Laguna Hills
Portion of Work: Rough Carpentry
- 14 **Subcontractor Name:** _____
CA Cont. Lic. #: _____ Location: _____
Portion of Work: _____
- 15 **Subcontractor Name:** _____
CA Cont. Lic. #: _____ Location: _____
Portion of Work: _____
- 16 **Subcontractor Name:** _____
CA Cont. Lic. #: _____ Location: _____
Portion of Work: _____
- 17 **Subcontractor Name:** Best
CA Cont. Lic. #: 456263 Location: Gardena
Portion of Work: Membrane Roofing

Date: 10/12/2020

Proper Name of Bidder: Viola, Inc.

Signature: 

Print Name: Michael T. Viola

Title: CEO

END OF DOCUMENT

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


19 **Subcontractor Name:** Santa Barbara Glass
CA Cont. Lic. #: 245557 Location: Carpenteria
Portion of Work: Glass & Glazing

20 **Subcontractor Name:** Rutherford
CA Cont. Lic. #: 399033 Location: Los Angeles
Portion of Work: Lath & Plaster, Metal Stud Framing & Drywall

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

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

23 **Subcontractor Name:** Sound Control
CA Cont. Lic. #: 148569 Location: Valencia
Portion of Work: Acoustical Ceilings

Date: 10/12/2020
Proper Name of Bidder: Viola, Inc.
Signature: 
Print Name: Michael T. Viola
Title: CEO

END OF DOCUMENT

24 **Subcontractor Name:** FTA
CA Cont. Lic. #: 853634 Location: Pomona
Portion of Work: Flooring

25 **Subcontractor Name:** Vanguard
CA Cont. Lic. #: 554570 Location: Oxnard
Portion of Work: Painting

26 **Subcontractor Name:** Signs Portal
CA Cont. Lic. #: 925870 Location: Lakeview Terrance
Portion of Work: Signage


27 **Subcontractor Name:** Stumbaugh
CA Cont. Lic. #: 288724 Location: Burbank
Portion of Work: Toilet Partitions & Accessories

28 **Subcontractor Name:** Sheward & Son & Sons
CA Cont. Lic. #: 528591 Location: Tustin
Portion of Work: Window Coverings

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

Date: 10/12/2020

Proper Name of Bidder: Viola, Inc.

Signature: 

Print Name: Michael T. Viola

Title: CEO

END OF DOCUMENT

30 **Subcontractor Name:** Boneso Brothers
CA Cont. Lic. #: 769190 Location: Paso Robles
Portion of Work: HVAC & Plumbing


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

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

33 **Subcontractor Name:** Oilfield Electric
CA Cont. Lic. #: 125250 Location: Ventura
Portion of Work: Electrical

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

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

Date: 10/12/2020
Proper Name of Bidder: Viola, Inc.
Signature: 
Print Name: Michael T. Viola
Title: CEO

END OF DOCUMENT

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

Date: _____ 10/12/2020 _____

Proper Name of Bidder: _____ Viola, Inc. _____

Signature: _____  _____

Print Name: _____ Michael T. Viola _____

Title: _____ CEO _____

END OF DOCUMENT


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

Check option that applies:

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

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

Date: 10/12/2020

Signature: 

Print Name: Tim Viola

Title: Bidding and Business Development

END OF DOCUMENT

NON-COLLUSION DECLARATION
(Public Contract Code Section 7106)

The undersigned declares:

I am the _____ CEO _____ of
[Title]

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

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 10/12/2020,
[Date]

at Oxnard, CA.
[City] [State]

Date: 10/12/2020

Signature: 

Print Name: Michael T. Viola

Title: CEO

END OF DOCUMENT

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

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

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

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

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

CERTIFICATION:

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

Vendor Name/Financial Institution (Printed) Viola, Inc.	Federal ID Number (or n/a) 95-21000163
By (Authorized Signature) 	
Printed Name and Title of Person Signing Michael T. Viola	Date Executed 10/12/2020

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]

Viola, Inc.

[Street Address]

PO Box 5624

[City, State Zip]

Oxnard, CA 93031

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]

Michael T. Viola

[Title]

CEO



10/12/2020

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]

Viola, Inc.

[Street Address]

1144 Commercial Avenue

[City, State Zip]

Oxnard, CA 93031

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]

Michael T. Viola

[Title]

CEO



10/12/2020

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]

Viola, Inc.

[Street Address]

P.O. Box 5624

[City, State Zip]

Oxnard, CA 93031

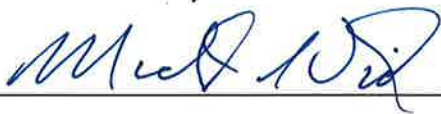
The above service provider certifies that they, any and all of its subcontractor's, or its supervisors, prior to commencing any work on an OUHSD site, have reviewed and understand the contents of this Document.

[Name]

Michael T. Viola

[Title]

CEO



10/12/2020

Employer Representative Signature

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: 10/12/2020 **BIDDER:** Viola, Inc.
(Company/Entity)

By:  **Printed Name:** Michael T. Viola
(Authorized Representative Signature)

Title: CEO



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: 10/12/2020 **BIDDER:** Viola, Inc.
(Company/Entity)

By:  **Printed Name:** Michael T. Viola
(Authorized Representative Signature)

Title: CEO



OXNARD UNION HIGH SCHOOL DISTRICT

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: 10/12/2020 **BIDDER:** Viola, Inc.
(Company/Entity)

By:  **Printed Name:** Michael T. Viola
(Authorized Representative Signature)

Title: CEO

