



Bid 645
Rose Avenue Tree Removal for Del Sol High School

BID CLARIFICATION ADDENDUM #2

Dated: February 5, 2021

All interested parties seeking to submit responses to the Oxnard Union High School District's Bid #645 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 645 Rose Avenue Tree Removal for Del Sol High School as follows:

2/3/2021 Mandatory Site Walk Bid Clarifications:

- 1) No Change to Bid Date
- 2) Due to recent storm events, the City of Oxnard has cut all 120 trees approximately to 3' above surface. The contractor shall provide the following services.
 - The Contractor is responsible to remove and dispose of all 120 trees, surrounding shrubs and fencing from site. See Example Photos of Site Conditions.
 - The Contractor is responsible to remove and dispose of all 120 stumps to 3' below surface.
 - The Contractor is responsible for all traffic control along Rose Avenue in the City of Oxnard or as required.
 - The Contractor is responsible for contacting Dig-Alert for existing utilities location.
 - The Contractor is responsible for grading and leveling their own haul re-route throughout the site.
 - The Contractor shall not use Rose Avenue as a haul route for tree and debris disposal, without City of Oxnard Approval.
 - The contractor is responsible for any and all damages to existing utilities, structures, road and surfaces.
 - The Contractor is responsible for Dust Control during removal operations.
 - The Contractor has the use of the site to perform work as required.
 - The Contractor is responsible for any and all required permits as applies; such as business licensing, bonds, insurance and etc. but not limited to.

3) Contractor is to use the attached (Revised) Bid Form that includes an alternative to grind and stockpile all materials onsite.

- Grinding will be offered as an alternate, to grind and stockpile all tree and shrub materials onsite at designate area. All fencing and other non-usable or debris materials shall be off-hauled to a recognize disposal.



(Addendum #2)
REVISED BID FORM
AND PROPOSAL

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

From: (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. _____ for the following project known as:

Rose Avenue Tree Removal for Del Sol High School

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

<p>_____ dollars</p> <p><i>BASE BID to Remove, Haul and Dispose of All Trees, Shrubs, Fencing and other debris.</i></p>	<p>\$ _____</p>
<p>_____ dollars</p> <p><i>ALTERNATE BID to Remove, Grind and Stockpile all Trees and Shrubs Materials onsite, Off Haul all fencing and other debris.</i></p>	<p>\$ _____</p>
<p><i>Bidder acknowledges and agrees that the Base Bid accounts for any and all costs associate with original scope.</i></p>	

A. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this Proposal, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its Proposal, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.

B. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.

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

G. Receipt and acceptance of the following Addenda is hereby acknowledged:

No._____, Dated _____	No._____, Dated _____
No._____, Dated _____	No._____, Dated _____
No._____, Dated _____	No._____, Dated _____

- H. Bidder acknowledges that the license required for performance of the Work is one or more of the following: B, C21, C27, C61/D49.**
- J. Bidder hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.**
- K. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all requirements of the Department of Industrial Relations.**
- L. Bidder hereby certifies that its bid includes sufficient funds to permit Bidder to comply with all local or state labor laws or regulations during the Project, including payment of prevailing wage, and that Bidder will comply with the provisions of Labor Code section 2810(d) if awarded the Contract**
- M. Bidder agrees to comply with all requirements of the Project Labor Agreement.**
- N. Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.**

- O. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.**
- P. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Gov. Code, § 12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.**
- Q. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the Contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents and registered as a public works contractor with the Department of Industrial Relations. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.**
- R. Contractor Acknowledges the following:**
- Contractor shall be responsible to obtain all applicable permits for this project, all fees required for permit applications will be paid by the Contractor.**
 - Contractor shall obtain and submit traffic control plan for City's approval, then implement and maintain approved traffic control plan for the project.**
 - The District will provide arborist's service, including arborist report and tree appraisal (valuation), along with other required EIR and CEQA surveys prior to removal. Contractor shall coordinate with the City regarding the timeline of arborist's assessment, so that the Contractor's work will commence after the arborist report and appraisal of all trees has been finalized.**
 - Contractor shall take special care so as not to damage any utility lines in the process of cutting and removing the trees, Contractor is liable and responsible for any damage incurred.**
 - Contractor shall provide street sweeping service throughout the duration of tree removal work to ensure that all public streets adjacent to the project remain clear of all debris associated with tree removal. All streets within and adjacent to the project area shall be swept at the end of tree removal activities.**
 - Due to recent storm events the City of Oxnard has cut all 120 trees approximately to 3' Above ground surface.**
 - Contractor is responsible to remove and dispose of all 120 trees, surrounding shrubs and fencing from site. See Example Photos of Site Conditions.**
 - The Contractor is responsible to remove and dispose of all 120 stumps to 3' below surface.**

- **Contractor is responsible for all traffic control along Rose Avenue in the City of Oxnard or as required.**
- **Contractor is responsible for contacting Dig-Alert for existing utilities location.**
- **Contractor is responsible for any and all damages to existing utilities, structures, road and surfaces.**
- **Contractor is responsible for Dust Control during removal operations.**
- **Contractor has the use of the site to perform work as required.**
- **Contractor is responsible for any and all required permits by City of Oxnard as applies; such as business licensing, bonds, insurance and etc. but not limited to.**
- **Contractor is to use the attached (Revised) Bid Form that include an alternative to grind and stockpile all materials onsite.**
- **Grinding will be offered as an alternate, to grind and stockpile all tree and shrub materials onsite at designate area. All fencing and other non-usable or debris materials shall be off-hauled to a recognize disposal.**
- **Contractor shall provide adequate procedures for the COVID-19 PANDEMIC. Contractor shall provide procedures within their submitted IIPP addressing such issue. See attached Exhibit A for further information.**

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

Dated this _____ day of _____ 20 _____

Name of Bidder: _____

Type of Organization: _____

Signed by: _____

Title of Signer: _____

Address of Bidder: _____

Taxpayer Identification No. of Bidder: _____

Telephone Number: _____

E-mail: _____

Contractor's License No(s): No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

Public Works Contractor Registration No.: _____

END OF DOCUMENT

BIDDER'S CERTIFICATION

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

Dated: _____ BIDDER: _____
(company/entity)

By: _____ Printed Name: _____
(authorized representative signature)

Title: _____