



Bid #569 Asphalt Paving

Oxnard Union High School District
309 South K Street Oxnard, CA 93030

PURCHASING DEPARTMENT
(805) 385-2519

NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that the OXNARD UNION HIGH SCHOOL DISTRICT of Ventura County, California, acting by and through its Governing Board, hereinafter referred to as the District, will receive up to, but not later than **10:00am** on **May 23, 2018**, sealed bids for the award of a contract for:

Bid # 569 Asphalt Paving

All bids shall be made and presented on a form furnished by the District. Bids shall be received in the Office of the Director of Maintenance, Operations & Transportation, 309 South K Street, **Building C**, Oxnard, CA 93030 and shall be opened and publicly read aloud at the above-stated time and place. The District will not be responsible for lost or misdirected mail or costs associated with responding to this bid.

Each bid must conform and be responsive to the contract documents. Bidders may obtain bid documents and specifications at the Purchasing Department Website: <http://www.oxnardunion.org/administrative-services/purchasing-warehousing/rfp/>

Each bid shall be accompanied by a 10% bid bond, based on base bid amount, and other required contract documents as specified in the bid document.

The Contractor and any subcontractor(s) shall pay not less than the specified prevailing wage rates to all workers employed by them in the execution of this contract. See the Department of Industrial Relations website <http://www.dir.ca.gov/DLSR/PWD/index.htm> for prevailing wage rate information. The Contractor shall post a copy of the determination of prevailing rate of wages at each job site.

Each bidder shall possess at the time of bid opening a valid and active Class C-12 Contractor's license, pursuant to Public Contract Code §3300. The successful bidder must maintain the license throughout the duration of this contract and its renewals, if any. Lack of a valid license will result in disqualification and termination.

No bidder may withdraw its bid for a period of ninety (90) days after the date set for the opening of bids.

The District reserves the right to reject any and all bids or to waive irregularities in any bid and to act as the sole judge as to the merit and qualifications of materials or services offered.

Oxnard Union High School District
Ventura County, State of California

Advertisement Dates: 5/6/18 & 5/13/18

INFORMATION FOR BIDDERS

1. Preparation of Bid Form. The District invites bids on the form attached to be submitted at such time and place as is stated in the Notice Inviting Bids. All blanks in the bid form must be appropriately filled in. All bids shall be submitted in sealed envelopes bearing on the outside the name of the bidder, address, and the name of the project for which the bid is submitted. It is the sole responsibility of the bidder to see that the bid is received in proper time. Any bid received after the scheduled closing time for receipt of bids will be returned to the bidder unopened. Both base bid and unit price bid must be submitted to be considered.

2. Bid Security. Each bid shall be accompanied by a certified or cashier's check payable to the District or a satisfactory bid bond in favor of the District, executed by the bidder as principal, and a satisfactory surety company as surety, in an amount not less 10% of the base bid amount. The check or bid bond shall be given as a guarantee that the bidder shall execute the contract for the work, if it be awarded to him, in conformity with the contract documents. The Bid Security is due at time of bid opening and must be submitted with the bid package. The bid pricing will consist of unit prices and a base bid amount and bidders are bound by the conditions of this bid to execute work by purchase orders using the unit price bid.

3. Signature. The bid must be signed in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid on behalf of the bidder.

4. Modifications. Changes in or additions to the bid form, recapitulations of the work bid upon, alternative proposals, or any other modification of the bid form which is not specifically called for in the contract documents may result in the District's rejection of the bid as not being responsive to the invitation to bid.

5. Erasures. The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the persons signing the bid.

6. Mandatory Pre-Bid Conference and Examination of Site and Contract Documents. Interested bidders must attend a mandatory Pre-Bid Conference and shall visit the sites of the proposed work and fully acquaint themselves with the conditions relating to the construction and labor so that bidder may fully understand the facilities, difficulties, and restrictions attending the execution of the work under the contract. The mandatory Pre-Bid Conference will be held on **May 16, 2018 at 8:30am** in the **Board Room of Oxnard Union High School District located at 220 South K Street, Oxnard, CA 93030, in the Nueva Vida Building.** This pre-bid conference will consist of a project overview prior to bidders conducting site visits. It is important for Contractors to familiarized themselves with each individual school site as this will allow bidders to estimate a Base Bid Amount. Bidders shall thoroughly examine and be familiar with the drawings, specifications and bid documents. The failure or omission of any bidder to receive or examine any contract document, form, instrument, addendum, or other document, or to visit the sites and acquaint themselves with conditions there existing shall in nowise relieve any bidder from any obligation with respect to his bid or to the contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section.

7. Withdrawal of Bids. Any bidder may withdraw his bid either personally by written request, or by telegraphic request confirmed in the manner specified above at any time prior to the scheduled closing time for the receipt of bids. No bidder may withdraw his bid for a period of ninety (90) days after the date set for the opening of bids.

8. Agreements and Bonds. The Agreement form (Exhibit B) which the successful bidder, as Contractor, will be required to execute, and the forms and amounts of Payment and Performance bonds which he will be required to furnish at the time of execution of the Agreement, are included in the contract documents and should be carefully examined by the bidder. Contractor will supply two (2) executed copies of the Agreement and single copies of the Performance Bond and the Payment Bond. Payment and Performance bonds must be executed by a California admitted surety insurer as defined in Code of Civil Procedure §995.120. Other required documents must be executed and submitted with the Agreement:

- Certification Regarding Employee Background Checks
- Certification Regarding Drug-Free Workplace
- Certification Regarding Tobacco-Free Workplace
- Certification Regarding Workers Compensation
- Notice and Certification Regarding Lead-Containing Materials
- Payment Bond (100%)
- Performance Bond (100%)
- Certification Regarding DVBE Participation
- Proof of General Liability Insurance

9. Interpretation of Plans and Documents. If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the drawings, specifications, or other contract documents, or finds discrepancies in, or omissions from the drawings and specifications, he may submit to the District a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the contract documents may be made by addendum or an answer will be given to requestor and posted on the District website. No person is authorized to make any oral interpretation of any provision in the contract documents to any bidder, and no bidder is authorized to rely on any such unauthorized oral interpretation.

10. Bidders Interest in More Than One Bid. No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one bid for the same work unless alternate bids are specifically called for. A person, firm, or corporation that has submitted a subproposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a subproposal or quoting prices to other bidders or making a prime proposal.

11. Award of Contract. The District reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding. The award of the contract, if made by the District, will be to the lowest responsible bidder. This is a unit price bid. Prices shall remain firm for the duration of 1 year. Annual renewal may be requested for a period of four (4) additional years. Rate increases may be negotiated annually starting in June following the first term of this contract, not to exceed the month of May. Ventura County Consumer Price Index (CPI) rate and prices to remain firm during the course of the year until its next renewal. Contract year shall run July 1 to the following year's June 30.

Increases based on significant changes in market conditions for petroleum-based and other paving materials shall be mutually agreed to by the District and the Contractor if these exceed CPI. Contractor shall provide the District invoices prior to start of work from their supplier to justify such increases. Conversely, Contractor shall lower price should market rate drops.

12. Alternates. If alternate bids are called for, the contract may be awarded, at the election of the governing board, to the lowest responsible bidder on the base bid, or on the base bid and any alternate or combination of alternates.

13. Evidence of Responsibility. The bidder whose bid is under consideration for the award shall submit with the bid documents to the District satisfactory evidence showing the level of bidder's financial resources, his construction experience, insurance, bond ability and other pertinent information to determine contractor's ability to contract for this project if requested after the bids are opened. Failure to do so may result in disqualification.

14. Listing Subcontractors. Each bidder shall submit a list of the proposed subcontractors on this project as required by the Subletting and Subcontracting Fair Practices Act. (Public Contract Code §4100, et seq.) Forms for this purpose are furnished with the contract documents.

15. Workers' Compensation. In accordance with the provisions of §3700 of the Labor Code, Contractor shall secure the payment of compensation to his employees. Contractor shall sign and file with District the following certificate prior to performing the work under this contract: "I am aware of the provisions of §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 the code, and I will comply with such provisions before commencing the performance of the work of this contract." The form of such certificate is included as part of the contract documents.

16. Forfeiture for Failure to Execute Contract. In the event the bidder to whom an award is made fails or refuses to execute the contract within five (5) calendar days from the date of receiving notification that he is the bidder to whom the contract is awarded, or from the date of the award by Board of Trustees, the District may declare the bidder's bid deposit or bond forfeited as damages caused by the failure of the bidder to enter into the contract, and may award the work to the next lowest bidder, or may call for new bids. In addition, bidders to whom an award is made refuses to accept the purchase order or fails to execute the purchase order during the term and the renewal period of the contract shall also forfeit the bid deposit or bond to the District.

17. Assurance of Compliance with Civil Rights Law and Americans with Disabilities Act. The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under this agreement or under any project, program, or activity supported by this agreement. The Contractor agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code §12900, and Labor Code §1735. In addition, the Contractor agrees to require like compliance by any subcontractors employed on the work by him.

The Contractor hereby assures that it will comply with the Americans with Disabilities Act of 1990, 42 U.S.C. Sections 12101 et seq., to ensure that disabled individuals shall be reasonably accommodated in accordance with the Act, and the Contractor shall not exclude from participation in, or deny the benefit of, or otherwise subject a disabled individual to discrimination under this Agreement, or under any project, program, or activity supported by this Agreement.

18. Non-Collusion Declaration. Bidders on all public works contracts are required to submit an Affidavit of Noncollusion with their bid. This form is included with the bid package and must be signed under the penalty of perjury and dated.

19. Termination. The District reserves the right to terminate the agreement for work with cause or due to budget reduction. The District further reserves the right not to renew annual contract in its best interest.

20. Department of Justice Clearance. Clearance from the California Department of Justice (DOJ) is required for employees of bidders that may be in contact with pupils. No employees may start on the job **until clearance is ascertained**. Bidders shall certify in writing to the governing board of the school district that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony. This clearance must be recertified along with the renewal of contract during its anniversary.

A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code, and a serious felony is any felony listed in subdivision (c) of Section 1192.7 of the Penal Code.

The bidder shall provide a list of the names of its employees who may come in contact with pupils to the governing board of the school district.

21. Substitutions:

- A. Manufacturers and/or products listed, or minimum specifications, form the basis for design and quality intended. The General Contractor may propose substitutions of equal design and quality with a completed Substitution Request form as attached at end of this section. Submit a separate form for each proposed substitution. The request and all supporting data must be received by the **District** no later than **11:00am May 17, 2018**. Request for substitution may be sent via email Deanna.Rantz@ouhsd.k12.ca.us . Failure to submit a substitution with associated technical data supporting compliance for all items by the date stated, will bar the bidder from proposing a substitution for an item specified in the Bid Documents. If accepted, the substitution will be accepted by the District in writing and issued as a notice to all bidders that have made contact with the District and/or posted on the District website.
- B. Catalog numbers and specific names used in conjunction with materials and equipment mentioned in the contract documents are used to establish standards of quality and utility required. Substitutions must clearly be in the District's best interest because of quality, cost performance conformity to code requirements or availability. The Architect/District shall make the decision as to the acceptance of a proposed substitution.
- C. Only the General Contractor shall make submittal of proposed substitutions. The Architect/District will not review direct submittal by manufacturer, suppliers or subcontractors. Provision authorizing submissions or "or equal" justification data shall not in any way authorize an extension of time for performance of this contract.
- D. In event Contractor furnished materials, process or article more expensive than that specified, difference in cost of such materials, process or article so furnished shall be borne by Contractor.
- E. Substitutions shall, without exception, be manufactured of same basic materials and comply with or exceed all specification requirements of dimension, function, structure and appearance, without deviation. Provide itemized comparison of quality and performance.
- F. Use of approved substitutions shall in no way relieve Contractor from responsibility for compliance with the Contract Documents after installation. Contractor shall assume all extra costs caused by use of approved substitute materials.

- G. Substitutions shall, without exception, be manufactured of same basic materials and comply with or exceed all specification requirements of dimension, function, structure and appearance, without deviation. Provide itemized comparison of quality and performance.
- H. Substitutions for the specified product, brand or manufacture that have been submitted and disapproved by the Architect/District shall not be resubmitted in any modified form and the Contractor will be required to furnish the specified materials.
- I. In the event materials are substituted and installed without proper authorization, the Contractor shall remove such materials and install those specified at his own expense.
- J. Contractor shall determine the effect that approved substitutions will have on other portions of the Work and so inform his subcontractors and employees of these effects.
- K. The acceptance of a proposed substitution shall be determined solely by the Architect/District. The Architect/District's decision shall be final.
- L. Substitutions may be considered when a product becomes unavailable through no fault of the Contractor.
- M. Provide the same warranty for the Substitution as for the specified product.
- N. Contractor shall pay costs for time required by Architect/District and Engineers for review and for any redesign services associated with substitutions and for costs of re-approval by Regulatory Agencies.
- O. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request.
- P. The Contract "Time of Completion" shall not be affected by any circumstances arising from the provisions of this article.

22. Bid Preparation All expenses incurred in preparation or submission of this bid shall be borne by the bidder.

23. Request for Information (RFI) or Clarification All requests for information or clarification (with the exception of Request for material /equipment substitution) will be accepted only in writing, via email, to the attention of Deanna Rantz, Director of Purchasing at Deanna.Rantz@ouhsd.k12.ca.us no later than **May 18, 2018 11:00 AM**. Answers or clarifications will be posted on the District website as soon as is reasonably possible.

24. Checklist of Documents to be Submitted In order for bid package to be complete, the following documents must be submitted. Failure to provide required documents may result in disqualification of bid.

- Information to Bidders Form
- Substitution Request Form (if applicable)
- References & Company Information
- Criminal Background Fingerprinting Certification
- Subcontractor Listing

- Bid Form
- Bid Bond
- Certification Regarding DVBE Compliance
- Certification Regarding Site Visit
- Certification Regarding Iran Contracting Act
- Non-Collusion Declaration

Bidder hereby acknowledges all terms, conditions, instructions and required documents in this bid.

This form must be signed and submitted as part of the bid package.

Agreement to Terms and Condition of the bid:

Signature of Bidder

Name and Title of Bidder

Name of Company

Failure to sign above results in disqualification of bid.

MASTER SCHEDULE

District: Oxnard Union High School District

Project: Asphalt Paving

Bid Package No.: 569

Some or all of the dates and times set forth in this Master Schedule are anticipated dates and times as of the date the District issues the Notice Inviting Bids for the Project and are subject to change prior to award of the Contract. The Contractor must coordinate the schedule for completion of the Work with the District to ensure that the Work will not unreasonably interfere with District operations, and, to that end, the District may require that Contractor perform the Work during non-school hours, on weekends and/or during school holidays and other breaks; provided that the District and the Contractor shall endeavor to schedule reasonable blocks of time for performance of the Work as will be cost-efficient for the Contractor.

	<u>DATE</u>	<u>TIME</u>
Advertisement	<i>5/6/18 and 5/13/18</i>	N/A
Bid Documents Available	<i>5/6/18</i>	N/A
Pre-Bid Conference (District Board Room)	<i>5/16/18</i>	8:30 a.m.
Material Substitution Request Deadline	<i>5/17/18</i>	11:00 a.m.
RFI Deadline	<i>5/18/18</i>	11:00 a.m.
Bid Due	<i>5/23/18</i>	10:00 a.m.
Request Board Approval to Award Contract	<i>6/6/18 or 6/20/18</i>	TBD
Notice of Award	<i>6/7/18 or 6/21/18</i>	N/A
Notice to Proceed	<i>5 days after executed agreement</i>	
Preconstruction Meeting	<i>TBD</i>	
Work to Commence	<i>7/1/18</i>	N/A
Required Completion Date	<i>08.17.2018</i>	4:00 p.m.

***Summer School will be in session weekdays from 7/2/18 – 7/27/18 at all school site locations.**

SUBSTITUTION REQUEST

COMPANY NAME: _____

BID NO.: Bid #569 Asphalt Paving

SPECIFIED ITEM: _____

The undersigned request consideration of the following:

PROPOSED SUBSTITUTION _____

Attached data includes product description, specifications, drawings, photographs, performance and test data adequate for evaluation of the request; applicable portions of the data are clearly identified. Attached data also includes a description of changes to the Contract Documents that the proposed substitution will require for its proper installation.

1. The proposed substitution does not affect dimensions shown on Drawings.
2. The undersigned will pay costs for changes to the building design, including architectural and engineering design, detailing and construction costs caused by the requested substitution and costs of re-approval by regulatory agencies.
3. The proposed substitution will have no adverse affect on other trades, the construction schedule, or specified warranty requirements.
4. Maintenance and service parts will be locally available for the proposed substitution.

The undersigned further states that the function, appearance, and quality of the proposed substitution are equivalent or superior to the specified item.

Submitted by:

Signature _____

General Contractor _____

Address _____

For District Use Only:

___ Accepted ___ Incomplete Data Submitted ___ Not Accepted ___ Received Too Late

District Signature: _____ Title: _____

Date: _____

REFERENCES & COMPANY INFORMATION

Company Name: _____

Contractor must provide references for Asphalt Paving projects completed in the last five (5) years
(minimum of five years of experience required):

School District/ Contact Name	Phone No./Email Address	Date of Project	Project Cost

Vendor without School District or Public Works experience will be disqualified from bidding

Company Information:

Headquarters located in: _____

Number of Years in Business: _____

Type of Business:

___ **Corporation**

___ **Sole Proprietor**

___ **Limited Liability Corporation**

___ **Partnership**

Have you ever contracted with Oxnard Union High School District ? _____

If so, state the nature of business or project _____

CERTIFICATION BY CONTRACTOR

CRIMINAL BACKGROUND INVESTIGATION
FINGERPRINTING CERTIFICATION

Project/Bid No.: **569 Asphalt Paving** between the Oxnard Union High School District (“District”) and _____ (“Contractor”)

The undersigned does hereby certify to the governing board of the Oxnard Union High School District as follows:

That I am a representative of the Contractor currently under contract (“Contract”) with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken the following action with respect to the construction or public works project that is the subject of the Contract.

That the Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor’s employees and all of its subcontractors’ employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor’s employees and of all its subcontractors’ employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto.

Contractor’s responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors who may come into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Proper Name of Contractor: _____

Signature: _____

Date: _____

Title: _____

SUBCONTRACTOR LISTING – ATTACHMENT SHEET

District: Oxnard Union High School District

Project: Asphalt Paving

Bid Package No.: 569

Bidding Contractor: _____

1. Subcontractor Name: _____ CSLB License No.: _____
Location of Business: _____
Portion of Work: _____
DIR #: _____

2. Subcontractor Name: _____ CSLB License No.: _____
Location of Business: _____
Portion of Work: _____
DIR #: _____

3. Subcontractor Name: _____ CSLB License No.: _____
Location of Business: _____
Portion of Work: _____
DIR #: _____

4. Subcontractor Name: _____ CSLB License No.: _____
Location of Business: _____
Portion of Work: _____
DIR #: _____

5. Subcontractor Name: _____ CSLB License No.: _____
Location of Business: _____
Portion of Work: _____
DIR #: _____

(Contractor to duplicate page for additional sub listings)

BID FORM

(Do not leave any information blank)

District: Oxnard Union High School District

Project: Asphalt Paving

Bid Package No.: 569

Bidder Company Name: _____

The undersigned hereby certifies to the District, subject to penalty for perjury pursuant to the laws of the State of California, that all of the following is true and correct:

A. The undersigned is a duly-authorized representative of the Bidder and, in that capacity, has reviewed the information set forth in this Bid form and the Bid Documents and has executed and submitted this Bid Form on behalf of the Bidder.

B. The Bidder is licensed as a contractor by the Contractors State License Board of the State of California ("CSLB"), such license(s) is (are) in full force and effect as of the date the Bidder has submitted this bid to the District, and the classification(s) of such license(s) is (are) appropriate to allow the Bidder to perform all of the Work in accordance with California law. The classification(s) and number(s) of the license(s) issued to the Bidder by the CSLB is (are):

Class: _____, License #: _____; Class: _____, License #: _____;

C. The Bidder has become familiar with the Project Site as certified in the Certification Regarding Site Visit submitted concurrently herewith, has become familiar with the Contract Documents as certified in the Acknowledgement of Contract Documents submitted concurrently herewith, and hereby represents and warrants that it is sufficiently experienced and qualified, and that it has sufficient financial and other resources, to perform and complete the Work in strict accordance with the Contract Documents.

D. The Bidder acknowledges that it received, and that it fully considered when preparing this bid and determining the bid amount(s) proposed by the Contractor herein ("Bid Amounts"), each of the following Addenda to the Bid Documents (check all that apply):

- | | | | |
|---|---|---|---|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 4 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 6 | <input type="checkbox"/> Addendum No. 7 | <input type="checkbox"/> Addendum No. 8 |

E. Being sufficiently experienced and qualified to perform the Work, Bidder hereby proposes to (and, if awarded the Contract, the Bidder shall) furnish at its own cost and expense any and all labor, materials, tools, equipment, facilities, transportation, services and other things required for completion of the Project in strict conformity with the Bid Documents, in exchange for payment from the District of the total, all-inclusive amount(s):

BASE BID:

_____ Dollars (\$ _____)

This Base Bid Amount should be estimated based on the school site areas to be paved per Exhibit A School Site Map and site visits. Contractor is required to insert the Square Footage Unit Price Cost

in the Table below and estimate TOTAL PROJECT COST to provide a Base Bid Amount. Contractor is to provide a breakdown of TOTAL COST PER SCHOOL SITE as backup documentation.

UNIT COST FOR INSTALLATION OF NEW ASPHALT CONCRETE OVER BASE (rows 1 to 3 below) SHALL INCLUDE EXCAVATION OF TURF AND/OR SOIL NECESSARY FOR FLUSH INSTALLATION OF THE SPECIFIED PAVING SECTION INCLUDING OFF SITE DISPOSAL AT NO ADDITIONAL COST TO THE DISTRICT.

UNIT COST FOR COLD PLANING (row item 4) SHOULD INCLUDE COST FOR REMOVAL

UNIT COST FOR ASPHALT PATCHING (rows 6 and 7) SHALL INCLUDE COST OF REMOVAL

DISTRICT WILL ACCEPT A MINIMUM PROJECT CHARGE OF \$1,500 FOR ASPHALT PROJECTS AND \$1,000 FOR SLURRY SEAL PROJECTS.

UNIT COST CONTRACT FOR ASPHALT PAVE REPLACEMENT AND REPAIR

Square Footage Unit Price Cost

Item No.	APPLICATION	500 To 2,500 sq ft	2,501 To 5,000 sq ft	5,001 To 10,000 sq ft	10,001 To 15,000 sq ft	15,001 To 20,000 sq ft	20,001 To 50,000 sq ft	Over 50,001 sq ft
1	INSTALL NEW 3" AC OVER 4" BASE							
2	INSTALL NEW 3 1/2" AC OVER 6" BASE							
3	INSTALL NEW 3 1/2" AC OVER NATIVE							
4	COLD PLANING 1 1/2" DEEP INCLUDES REMOVAL							
5	ASPHALT OVERLAY 2" OVER REINFORCING FABRIC							
6	ASPHALT PATCHING 2" THICK							
7	ASPHALT PATCHING 4" THICK							
8	EXCAVATION AND REMOVAL OF TURF / SOIL 2"							

	DEEP							
9	EXCAVATION AND REMOVAL OF TURF / SOIL 4" DEEP							
10	EXCAVATION AND REMOVAL OF TURF / SOIL 6" DEEP							
11	FINISHED GRADING							
12	REMOVE AND REPLACE 3" ASPHALT OVER NATIVE							
13	REMOVE AND REPLACE 4" ASPHALT OVER NATIVE							
14	SLURRY SEAL ONE COAT PLAYGROUND							

15. Price per ton to haul away dirt \$ _____ per ton
16. Price per ton to install base \$ _____ per ton
17. Price per ln. ft. sawcutting \$ _____ per linear feet
18. Redwood header 2 x 4 per linear feet \$ _____ per linear feet
19. Redwood header 2 x 6 per linear feet \$ _____ per linear feet
20. Remove and replace 18" and or standard utility box \$ _____ each

Item No.	APPLICATION	500 To 2,500 sq ft	2,501 To 5,000 sq ft	5,001 To 10,000 sq ft	10,001 To 15,000 sq ft	15,001 To 20,000 sq ft	20,001 To 50,000 sq ft	Over 50,001 sq ft
21	SLURRY SEAL 2 COATS							

Item No.	MISC. APPLICATIONS	Unit	Cost
22	Weed Killer	sf	
23	Place New Redwood Header (2 BY)	lf	
24	Remove & Replace Redwood Header (2 BY)	lf	
25	Crack Seal/Fill – Up To One Inch	lf	

26	Restripe	lf	
27	Place & Set New 6' Parking Bumper	ea	
28	Place AC Leveling Course	ton	
29	Install/Replace 6' Speed Deterrent Mounds	ea	

- F. The Bidder acknowledges that the Bid Amounts shall constitute all-inclusive compensation in exchange for full and satisfactory completion of all of the Work, including, without limitation, compensation for any and all sales taxes, supervision, general conditions, fees, field-office and home-office overhead, and profit.
- G. The Bidder represents and warrants that it was responsible for preparing this bid and that it has carefully checked and confirmed the Bid Amounts and all other information set forth in this Bid Proposal form. The Bidder acknowledges and agrees that the District may rely on such information and in no event shall the District Board or the District be responsible for any errors or omissions in this bid. The Bidder is aware and acknowledges that the District Board has the right to waive any minor irregularity in this bid, any other bid, or all bids for the Project.
- H. The Bidder has completed as applicable, executed, and submitted with this Bid Proposal form all of the other Required Bid Forms. The Bidder acknowledges that the District shall deem this bid to be non-responsive if the Bidder fails to complete as applicable, execute, and submit any such other forms to the District concurrently with this Bid Proposal form.
- I. If awarded the Contract, the Bidder shall execute the Contract by causing its duly-authorized representative to sign the Agreement for Construction Services, and thereby bind the Bidder to the Contract. The Bidder acknowledges that its bid security submitted concurrently herewith was given to guarantee that, if awarded the Contract, then, within seven calendar days of receipt of the Notice of Award, the Bidder shall complete as applicable, execute, and submit to the District: (i) the Construction Services Agreement, Payment Bond, Performance Bond, and all other Required Contract Forms; and (ii) all Certificates of Insurance and endorsements required by the Contract Documents. The Bidder further acknowledges that it shall forfeit up to the whole amount of its bid security in the event Bidder fails to timely complete as applicable, execute, and submit any such documents to the District.
- J. The Bidder is, and if awarded the Contract, then at all times during the performance of Work must be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") relating to its employees, and the Bidder shall indemnify, hold harmless and defend the District against any and all claims, actions, other proceedings, penalties, costs and expenses (including, without limitation, attorneys' fees), and other liabilities of any nature whatsoever that arise out of the Bidder's failure to strictly comply with the IRCA.
- K. The contact information set forth below is the current address and telephone number for the Bidder. The Bidder acknowledges that, if the District attempts to contact the Bidder for any purpose relating to this bid (including, without limitation, to request additional information or to provide a Notice of Award), but the District is unable to reach the Bidder because information set forth below is not correct, then the District may reject this bid and, in such event, the District shall have no liability to the Bidder whatsoever.

Bidder Street Address: _____

Telephone Number: _____
Contact Email: _____

- L. The Bidder is organized as a (check only one):
 Corporation Limited Liability Company General Partnership
 Sole Proprietorship Other (describe): _____
- M. The Bidder is organized pursuant to the laws of the state of: _____
- N. The Bidder acknowledges and agrees that, unless it withdraws this bid in accordance with the Instructions For Bidders prior to the Bid Deadline, the Bidder may not withdraw this bid for a period of ninety days after the Bid Deadline.

Representative Name: _____
Representative Title: _____
Representative Signature: _____
Date Signed: _____

BID BOND

District: Oxnard Union High School District

Project: Asphalt Paving

Bid Package No.: 569

Contractor (insert full legal name): _____

Surety (insert full legal name): _____

Penal Sum: Ten percent (10%) of Contractor's Total Base Bid Amount

The Contractor (identified above and referred to herein as, the "Principal") has provided this bid bond in connection with the bid submitted by the Principal to the School District (identified above) for the construction of the public works project identified above ("Project").

In issuing this bid bond, the Surety (identified above) certifies to the School District that the Surety is "an admitted surety insurer" as defined in California Code of Civil Procedure Section 995.120.

We, the Principal and the Surety, as evidenced by the signatures of our respective duly-authorized representatives set forth below, are hereby held and firmly bound unto the School District in the amount of the Penal Sum specified above, for the payment of which amount, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns as specified below.

The payment obligation described above shall become null and void if: (i) the School District awards the contract for construction of the Project ("Contract") to the Principal based on the bid described above and, within the required number of days after the notice of such award, the Principal enters into the Contract and provides to the School District the required payment and performance bonds; (ii) the School District rejects all bids received for the Project; or (iii) the time period during which the Principal may not withdraw its bid has expired without the School District awarding the Contract to the Principal.

If, however, the School District awards the Contract to the Principal, but the Principal fails and/or refuses to enter into the Contract and/or to properly and duly-execute and deliver the required payment bond, performance bond, and/or other required documentation, then, immediately upon request of the School District and without imposing any additional conditions on payment whatsoever, the Surety and/or the Principal shall forfeit and pay to the School District such amount as the School District states is the total of the costs reasonably incurred by the District as a result of such failure or refusal by the Principal, including, without limitation, the difference between the Principal's bid and the bid for the Project subsequently accepted by the School District, rebidding of the Project if necessary, and administrative, publication, and other costs incurred by the School District. In no event, however, shall the liability pursuant to this bid bond exceed the penal sum of this bid bond.

The Surety, for value received, hereby stipulates and agrees that this bid bond and the Surety's obligations hereunder shall be and remain in effect until such time as one or more of the conditions described herein for rendering this bid bond null and void have been satisfied. The Surety, for value received, further stipulates and agrees that this bid bond shall in no way be impaired or otherwise affected by any extension of the time within which the School District may accept the Principal's bid for the Project or of the time within which the Principal must enter into the Contract and submit the required documentation, and Surety hereby waives any requirement for notice of any such extension.

Each person signing this bid bond on behalf of either the Principal or the Surety hereby represents and warrants that he or she has been duly authorized to sign, and thereby bind such party to, this bid bond.

IN WITNESS WHEREOF, the Principal and Surety, acting by and through their respective, duly-authorized representatives, have executed this instrument on the date indicated below and affixed the name and, if applicable, corporate seal of each party.

Principal: _____
(Corporate or Individual Name)

Business Address: _____

Authorized Signature: _____ (Affix Corporate Seal)
(Must be Notarized)

Date Signed: _____

Surety: _____
(Corporate Name)

Business Address: _____

Authorized Signature: _____ (Affix Corporate Seal)
(Must be Notarized)

Date Signed: _____

(The following is to be completed by Surety.)

The rate of premium on this bond is: \$ _____ per thousand dollars.

Total amount of premium charged is: \$ _____.

Note: A certified copy of the Power of Attorney of the Surety's authorized signatory must be attached to this bid bond.

CERTIFICATION REGARDING DVBE COMPLIANCE

District: Oxnard Union High School District

Project: Asphalt Paving

Bid Package No.: 569

Contractor: _____

The undersigned hereby certifies that: (i) the undersigned is a duly-authorized representative of the Contractor and, in that capacity, has executed this certification on behalf of the Contractor; and (ii) the Contractor made reasonable efforts, as required by the Contract, to secure participation in the Contract by Disabled Veteran Business Enterprises (“DVBE”), including participation by DVBE subcontractors, material suppliers, and others. The undersigned further certifies, on behalf of the Contractor, as follows:

CHECK ONLY ONE OF THE FOLLOWING:

- THE CONTRACTOR DID NOT SECURE DVBE PARTICIPATION IN THE CONTRACT. However, the Contractor will use DVBE services if the opportunity reasonably arises at any time during construction of the Project. Upon completion of the Project and as a condition precedent to final payment to the Contractor pursuant to the Contract, the Contractor will report to the District the total dollar amount of DVBE participation in the Contract, including, without limitation, any work performed pursuant to Change Orders applicable to the Project.

- THE CONTRACTOR DID SECURE DVBE PARTICIPATION IN THE CONTRACT, AS DESCRIBED ON THE ATTACHMENT SHEET(S) ATTACHED HERETO. The Contractor will use additional DVBE services if the opportunity reasonably arises at any time during construction of the Project. Upon completion of the Project and as a condition precedent to final payment to the Contractor pursuant to the Contract, the Contractor will report to the District the actual total dollar amount of DVBE participation in the Contract, including, without limitation, any work performed pursuant to Change Orders applicable to the Project.

Representative Name: _____

Representative Title: _____

Representative Signature: _____

Date Signed: _____

CERTIFICATE REGARDING DVBE COMPLIANCE – ATTACHMENT SHEET

District: Oxnard Union High School District

Project: Asphalt Paving

Bid Package No.: 569

Contractor: _____

Attachment Sheet ____ of ____

DVBE Name (see Note 1)	DVBE Address/Phone	State DVBE Certification Number	Type of Participation (see Note 2)	Amount (\$) of Participation

Note 1: If no DVBE participated in the Contract, enter “NA” in the first space under the “DVBE Name” column.

Note 2: Types of DVBE participation may include, but are not limited to: (i) construction; (ii) architectural and/or engineering; (iii) suppliers of materials, equipment and/or supplies; and (iv) information technology.

CERTIFICATION REGARDING SITE VISIT

District: Oxnard Union High School District

Project: Asphalt Paving

Bid Package No.: 569

Contractor: _____

Site Visit Date(s) and Sites:

The undersigned hereby certifies to the District, subject to penalty for perjury pursuant to the laws of the State of California, that the following is true and correct:

- (i) The undersigned is a duly-authorized representative of the Bidder and, in that capacity, has executed this certification on behalf of the Bidder.
- (ii) I have sufficient knowledge, experience and/or resources to have undertaken the activities and reached the conclusions described and set forth in this Certification Regarding Site Visit.
- (iii) On the Site Visit Date(s) specified above, I inspected the Project Site and all conditions at the Project Site that will or might affect the performance of the Work or the portion thereof to be performed by the Bidder if awarded the Contract, including, without limitation: (a) the general shape, layout, slope, crossfall and other features of the Project Site; (b) any right-of-way and access limitations affecting the Project Site; (c) any existing buildings, hardscape, paving and other improvements on, at or in the vicinity of the Project Site; (d) any encroachments on the Project Site; (e) any manholes, pullboxes, valves and valveboxes, backflow preventers, stormdrain inlets and outlets, and/or similar features on, at or in the vicinity of the Project Site that may indicate the presence of subsurface utilities or other improvements on the Project Site; (f) any reasonably-apparent past or present uses of the Project Site, and reasonably-apparent age or condition of any improvements on or at the Project Site, that may indicate presence of any asbestos, lead or other hazardous materials on or at the Project Site; and (g) any mature trees or other vegetation, natural drainage or watercourses, or other landscape features on or in the vicinity of the Project Site.
- (iv) I am fully acquainted with all conditions that will affect the Work or the portion thereof to be performed by the Bidder if awarded the Contract, and I fully understand the facilities, difficulties, and restrictions attending the execution of such Work; and such understanding is hereby attributed to and deemed to be the understanding of the Bidder.
- (v) In connection with the Work or the portion thereof to be performed by the Bidder if awarded the Contract, the Bidder accepts full responsibility for all conditions on, at or in the vicinity of the Project Site affecting such Work, including, without limitation, any as described herein, that reasonably could have been observed or identified during my visit to the Project Site.

Representative Name: _____
Representative Title: _____
Representative Signature: _____
Date Signed: _____

CERTIFICATION REGARDING IRAN CONTRACTING ACT

District: Oxnard Union High School District

Project: Asphalt Paving

Bid Package No.: 569

Contractor: _____

The undersigned, subject to penalty for perjury, hereby certifies to the District, subject to penalty for perjury pursuant to the laws of the State of California, that the following is true and correct:

- (i) The undersigned is a duly-authorized representative of the Contractor (identified above and, herein, the "Bidder") and, in that capacity, has executed this certification on behalf of the Bidder; and
- (ii) The appropriate box is checked immediately below (check only one box), and the statement relating to the Bidder's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 *et seq.*) following such box is true and correct.

The Bidder is not:

- (i) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
- (ii) a financial institution that extends, for forty-five days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

The District has exempted the Bidder from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the District will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

The maximum total amount payable to the Bidder in connection with the Project, as of the date of this certification, does not exceed one million dollars.

Notice: In accordance with Public Contract Code Section 2205, false certification of this form may result in civil penalties equal to the greater of \$250,000 or twice the Contract Amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

Representative Name: _____

Representative Title: _____

Representative Signature: _____

Date Signed: _____

NON-COLLUSION DECLARATION

District: Oxnard Union High School District

Project: Asphalt Paving

Bid Package No.: 569

Contractor: _____

The undersigned hereby declares:

I am the _____ (insert position) of

_____ (insert Contractor name), the party making the foregoing bid.

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 for perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____
(insert date), at _____ (insert city), _____
(insert state).

Representative Name: _____

Representative Signature: _____

Date Signed: _____