

**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. 672 for the following project known as:

**New HVAC Building Modernization for Hueneme High School**

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

Three Million	dollars	\$ <u>3,000,000.00</u>
<b>ALTERNATE 1: PHASE 2A – BUILDING D</b>		
Two Million, Seven Hundred Thousand	dollars	\$ <u>2,700,000.00</u>
<b>ALTERNATE 2: PHASE 3A – BUILDING H</b>		
Two Million Four Hundred Thousand	dollars	\$ <u>2,400,000.00</u>
<b>ALTERNATE 3: PHASE 4A – BUILDING E</b>		
Two Million Two Hundred Thousand	dollars	\$ <u>2,200,000.00</u>
<b>ALTERNATE 4: PHASE 4B – BUILDINGS F &amp; G</b>		
Eight Hundred Fifty Thousand	dollars	\$ <u>850,000.00</u>
<b>ALTERNATE 5: PHASE 5A – BUILDING K</b>		
Eight Hundred Fifty Thousand	dollars	\$ <u>850,000.00</u>
<b>ALTERNATE 6: PHASE 6A – BUILDING J</b>		
Eight Hundred Fifty Thousand	dollars	\$ <u>850,000.00</u>
<b>ALTERNATE 7: PHASE 7A – BUILDING N</b>		
Nine Hundred Fifty Thousand	dollars	\$ <u>950,000.00</u>
<b>ALTERNATE 8: PHASE 8A – BUILDING Q</b>		
Thirty Million Eight Hundred Thousand	dollars	\$ <u>13,800,000.00</u>
<b>TOTAL SUM OF ALTERNATES 1-8</b>		
<i>Bidder acknowledges and agrees that each alternate accounts for any and all costs, including but not limited to Allowance(s), General Conditions, Overhead &amp; Profit, Total Cost for Unit Prices, and OCIP excluded costs.</i>		

- 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 (**original due in hard copy by the bid due date and time**)
- 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>10/13/22</u>	No.____, Dated _____
No.____, Dated _____	No.____, Dated _____
No.____, Dated _____	No.____, Dated _____

- H. Bidder acknowledges that the license required for performance of the Work is a General Contractor license.
- I. 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.
- J. 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



**Bid 672**  
**New HVAC Building Modernization for Channel Islands High School**

**BID CLARIFICATION ADDENDUM #1**

Dated: October 13<sup>th</sup>, 2022

*All interested parties seeking to submit responses to the Oxnard Union High School District's Bid #672 shall execute the certification at the end of this addendum and shall attach the addendum to the documents submitted to the District.*

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**The Oxnard Union High School District hereby amends Bid 672 New HVAC Building Modernization for Channel Islands High School as follows:**

- 1) Please refer to **Bid Supplement #03 for HVAC Inventory List.**

**BIDDER'S CERTIFICATION**

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

**Dated:** 11/9/22 **BIDDER:** Ardalan Construction Company, Inc.  
(company/entity)

**By:**  **Printed Name:** Mozafar Ardalan  
(authorized representative signature)

**Title:** President

Department of Industrial Relations.

- K. 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
- L. Bidder agrees to comply with all requirements of the Project Labor Agreement.
- M. 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.
- N. 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.
- O. 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.
- P. 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.

**Q. Bidder Acknowledges:**

Scope of work required:

- a. Complete all work outlined in the contract documents for buildings D, E, F, G, H, J, K, N, & Q.
  - (1) All site gas work has been completed, except for the work outlined in **Bid Supplement #1, located in separate folder.**
  - (2) All site electrical has been completed and connected to all (N) panels in every building, reference **Bid Supplement #2, located in separate folder.**
  - (3) All windows and window coverings for Building D have been completed, this scope should be excluded from bid.
  - (4) Building D 12" concrete slab has been completed, and mechanical units have been placed on slab. Exclude this work from bid, reference **Bid Supplement #4, located in separate folder,** for additional information.

- (5) Building B & C mechanical yards are completed, with the exception of the fencing and gates. This work is included in this package, reference **Bid Supplement #5, located in separate folder**, for additional information. Include placement of Class II Base inside the fencing of the mechanical yards, 2" thick above finish grade.
  - (6) Partial work completed at Buildings F & G should be excluded from bid, and is as follows: MAU F-1 and MAU G-1 have been set and anchored to the roof. No equipment connections to the units have been made.
- b. Provide all material and equipment to complete the work as outlined in the contract documents.
  - (1) Multiple HVAC units and other project materials have been previously procured for project use. Reference **Bid Supplement #3, located in separate folder**, for items onsite that should not be included in contractors bid pricing for procurement. Include install of this equipment only.
- c. Any damage to the existing structure during construction will be repaired at no additional cost to the owner.
- d. Make final utility connections to the facilities and provide building "start-up" to verify the utilities are in working order.
- e. Prior to building turnover, provide final cleaning of the portables and rough cleaning of the exterior site.
- f. Contractor acknowledges and will comply with all contract requirements and the District's assigned project management team "Bernards"
- g. Campus is occupied each weekday from 8:00am to 5:00pm. Please review the campus calendar for weekends, holidays, and special event conflicts.
- h. The contractor will be responsible for loading, unloading, protecting and securing the materials on-site.
- i. Off-haul and disposal of any excess material is the responsibility of the contractor.
- j. Contractor to provide all fill soil and grade to meet required elevation to complete scope of work. Survey as Required. Verification of elevation, dimensions.
- k. Contractor to provide and install all noted utilities both wet and dry as shown.
- l. Contractor to provide all site electrical and telecommunications connections as noted.
- m. Contractor to provide potholing to verify existing utility locations within any excavation area.
- n. Contractor to provide a base line schedule clearly indicating contract duration and all activities associated with plans and specifications. Contractor to provide 5 days of float for unforeseen conditions.

- o. Contractor to repair all existing irrigation, irrigation control wiring, irrigation boxes, irrigation valves encountered.
- p. Contractor to provide and maintain SWPPP, BMPs and Dust control as needed. Contractor to also provide straw wattles, silt fencing on slopes when and where required to protect from run-on/run-off.
- q. Contractor to provide task lighting when and where required.
- r. Contractor to protect in-place fencing panels, poles and gates, and touchup where damage may occur during construction per manufacturer requirements.
- s. Contractor to provide eight feet (8') high temporary security fencing, gates, locks and must be maintained throughout the project. Fence layout must be confirmed by the construction manager prior to work commencing.
- t. Contractor to verify all existing circuit/utility panels adequate feed and breaker capacity.
- u. Contractor to verify accessibility and school schedule with Owner's Representative prior to beginning any work.
- v. Special Requirements: Contractor shall avoid any excessive noise or vibration adjacent to occupied classrooms. This will not be tolerated and must occur off normal school hours. All workers and visitors are required to check-in at the beginning of each workday with the General Contractor. It is the General Contractor's responsibility to maintain and store completed personnel logs onsite.
- w. Contractor is required for providing a phasing plan for construction and schedule, and approved by the construction manager prior to commencing work.
- x. 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. The District will only box and move personal and study/text items from classrooms.
- y. The awarded contractor will be required to utilize a document control system. The specific system is Owner Insite. 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.
- z. The Contractor will implement the use of Owner Insite. The system license will be purchased by the Contractor for the duration of the project as below. Duration: 18 Months; Project: Channel Islands 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) five thousand, five hundred dollars and zero cents 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.

(1) System provider information listed:

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

- aa. The District will disconnect, box, move, address, relocate, and reconnect all IT issues related to classroom relocations.
- bb. The contractor shall carry an allowance of Ten Thousand US Dollars (\$10,000.00) for CM Field & Office Supply in their Base Bid, to be carried in Alternate 1 pricing.
- cc. 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.

- **REQUIRED CONTRACTOR'S CORE CREW**

CONTRACTOR shall provide, at a minimum, the following core management personnel:


- ❖ 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 accomplishments on previous projects of similar complexity and scope to this Project. The PM shall attend all weekly construction meetings. **The PM shall be appointed & available from Notice to Proceed through Start of construction, then on-site full-time from Start of construction through Substantial Completion and Closeout period.**
- ❖ 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 safety. **At a minimum, the PS shall be on-site full-time from Start of Construction through the completion of the Substantial Completion.**
- ❖ **Full Time Quality Assurance and Control (QA/QC)** - CONTRACTOR shall provide, at a minimum, **One (1) assigned to the Project** competent and qualified English-speaking, Experienced and Qualified Quality Assurance and Control Professional with the appropriate number of years assisting all trades and coordinating material deliveries, and products compliance for 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 assisting superintendent, directing and coordinating all aspects of the Work to ensure compliance. The QA/QC shall work hand in hand with the projects designated (DSA) Inspector of Record and Provide daily project reports. The QA/QC shall be retained at this capacity for the duration of the Work. **QA/QC shall be on-site full-time from Start of Construction thru Substantial Completion.**

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 9th day of November 20 22

Name of Bidder: Ardalan Construction Company, Inc.

Type of Organization: Corporation

Signature: 

Name of Signer: Mozafar Ardalan

Title of Signer: President

Address of Bidder: 8 E. Gainsborough Rd., Thousand Oaks, CA 91360

Taxpayer Identification No. of Bidder: 95-4847923

Telephone Number: 805-496-7273

E-mail: bids@ardalancc.com

Contractor's License No(s): No.: 893121 Class: A and B Expiration Date: 3/31/23

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

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

Public Works Contractor Registration No.: 1000000782

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

Ten Percent of Total Bid Dollars (\$10% of total amount bid)

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.

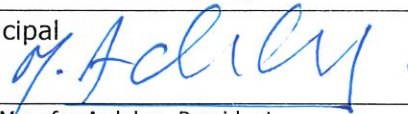
In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorneys' fee to be fixed by the Court.

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 4th day of November, 2022.

Ardalan Construction Company, Inc.

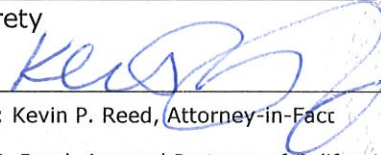
Principal



By : Mozafar Ardalan, President

The Ohio Casualty Insurance Company

Surety



By : Kevin P. Reed, Attorney-in-Fact

Kevin P. Reed, Assured Partners of California Insurance Services, LLC

Name of California Agent of Surety

2913 S. Pullman St. Santa Ana, CA 92705

Address of California Agent of Surety

714-469-5788

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

CLEAR

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California )

County of Orange )

On 11/4/2022 before me, Jessica Tinoco Garcia, Notary Public  
Date Here Insert Name and Title of the Officer

Personally appeared Kevin P. Reed  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Jessica Tinoco Garcia  
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

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

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

Capacity(ies) Claimed by Signer(s)

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

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

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



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: 8208853-969612

## POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Jessica Garcia; Kevin P. Reed; Silvia Ortiz; Sonya Silva; Stanley Tutton

all of the city of Santa Ana state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 14th day of October, 2022.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 14th day of October, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute 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 have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2025  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

### ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

### ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 4th day of November, 2022.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

**DESIGNATED SUBCONTRACTORS LIST**  
**(Public Contact Code Sections 4 1 0 0 -4114)**

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

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

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

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

**Subcontractor Name:** Scott & Sons Electric  
 CA Cont. Lic. #: 700054 Location: Ventura, CA  
 DIR Registration #: 1000000877  
 Portion of Work: Electrical

**Subcontractor Name:** Precision Plumbing  
 CA Cont. Lic. #: 533836 Location: Moorpark, CA  
 DIR Registration #: 1000004502  
 Portion of Work: Plumbing

**Subcontractor Name:** Prime Acoustics  
 CA Cont. Lic. #: 739826 Location: Westlake Village, CA  
 DIR Registration #: 1000004361  
 Portion of Work: Acoustical Ceiling



**Subcontractor Name:** Huntington Glazing, Inc.

CA Cont. Lic. #: 481983 Location: Los Angeles, CA

DIR Registration #: 1000006329

Portion of Work: Glazing

**Subcontractor Name:** Signs Portal

CA Cont. Lic. #: 925870 Location: Lake View Terrance, CA

DIR Registration #: 1000443070

Portion of Work: Signage

**Subcontractor Name:** Heritage Window Coverings

CA Cont. Lic. #: 770557 Location: Huntinton Beach, CA

DIR Registration #: 1000003274

Portion of Work: Window Coverings

**Subcontractor Name:** Eberhard

CA Cont. Lic. #: 329087 Location: Van Nuys, CA

DIR Registration #: 1000001523

Portion of Work: Roofing

**Subcontractor Name:** Air Design

CA Cont. Lic. #: 953818 Location: MONTEBELLO, CA

DIR Registration #: 1000004802

Portion of Work: HVAC

Date: 11/9/22

Proper Name of Bidder: Ardalan Construction Company, Inc.

Signature: 

Print Name: Mozafar Ardalan

Title: President

END OF DOCUMENT

**Subcontractor Name:** \_\_\_\_\_

CA Cont. Lic. #: \_\_\_\_\_ Location: \_\_\_\_\_

DIR Registration #: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_

CA Cont. Lic. #: \_\_\_\_\_ Location: \_\_\_\_\_

DIR Registration #: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_

CA Cont. Lic. #: \_\_\_\_\_ Location: \_\_\_\_\_

DIR Registration #: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_

CA Cont. Lic. #: \_\_\_\_\_ Location: \_\_\_\_\_

DIR Registration #: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_

CA Cont. Lic. #: \_\_\_\_\_ Location: \_\_\_\_\_

DIR Registration #: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

Date: 11/9/22

Proper Name of Bidder: Ardalan Construction Company, Inc.

Signature: 

Print Name: Mozafar Ardalan

Title: President

END OF DOCUMENT

**SITE VISIT CERTIFICATION**

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

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

Check option that applies:

\_\_\_\_\_ I certify that I visited the Site of the proposed Work, received the attached \_\_\_\_\_ pages of information and/or reviewed the bid package on the District website, and became fully acquainted with the conditions relating to construction and labor. I fully understand the facilities, difficulties, and restrictions attending the execution of the Work under contract.

X I certify that Tammy Lee (Bidder's representative) visited the Site of the proposed Work, received the attached 1 pages of information, and/or reviewed the bid package on the District website, and became fully acquainted with the conditions relating to construction and labor. The Bidder's representative fully understood the facilities, difficulties, and restrictions attending the execution of the Work under contract.

Bidder fully indemnifies the Oxnard Union High School District, its Architect, its Engineers, its Construction Manager, and all of their respective officers, agents, employees, and consultants from any damage, or omissions, related to conditions that could have been identified during my visit and/or the Bidder's representative's visit to the Site.

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

Date: 11/9/22

Signature: 

Print Name: Mozafar Ardalan

Title: President

END OF DOCUMENT







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

The undersigned declares:


I am the President of  
[Title]  
Ardalan Construction Company, 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 11/9/22,  
[Date]  
at Thousand Oaks, CA.  
[City] [State]

Date: 11/9/22  
Signature:   
Print Name: Mozafar Ardalan  
Title: President

END OF DOCUMENT

**IRAN CONTRACTING ACT CERTIFICATION**  
**(Public Contract Code Sections 2 2 0 2 -2208)**

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

Ardalan Construction Company, 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.

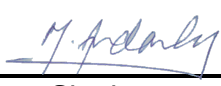
The bidder/proposer must complete **ONLY ONE** of the following two options. To complete OPTION 1, check the corresponding box **and** complete the certification below. To complete OPTION 2, check the corresponding box, complete the certification below, and attach documentation demonstrating the exemption 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) <u>Ardalan Construction Company, Inc.</u>	Federal ID Number (or n/a) <u>95-4847923</u>
By (Authorized Signature) 	
Printed Name and Title of Person Signing <u>Mozafar Ardalan, President</u>	Date Executed <u>11/9/22</u>

END OF DOCUMENT