

BID FORM AND PROPOSAL

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

From: (Proper Name of Bidder) **The Nazerian Group**

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:

Two million seven hundred thousand	dollars	\$ <u>2,700,000.00</u>
ALTERNATE 1: PHASE 2A – BUILDING D		
Two million three hundred thousand	dollars	\$ <u>2,300,000.00</u>
ALTERNATE 2: PHASE 3A – BUILDING H		
Two million	dollars	\$ <u>2,000,000.00</u>
ALTERNATE 3: PHASE 4A – BUILDING E		
One million six hundred fourteen thousand one hundred twenty three	dollars	\$ <u>1,614,123.00</u>
ALTERNATE 4: PHASE 4B – BUILDINGS F & G		
One million six hundred thousand	dollars	\$ <u>1,600,000.00</u>
ALTERNATE 5: PHASE 5A – BUILDING K		
One million three hundred fifty thousand	dollars	\$ <u>1,350,000.00</u>
ALTERNATE 6: PHASE 6A – BUILDING J		
One million five hundred fifty thousand	dollars	\$ <u>1,550,000.00</u>
ALTERNATE 7: PHASE 7A – BUILDING N		
One million five hundred thousand	dollars	\$ <u>1,500,000.00</u>
ALTERNATE 8: PHASE 8A – BUILDING Q		
Fourteen million six hundred fourteen thousand one hundred twenty three	dollars	\$ <u>14,614,123.00</u>
TOTAL SUM OF ALTERNATES 1-8		
<i>Bidder acknowledges and agrees that each alternate accounts for any and all costs, including but not limited to Allowance(s), General Conditions, Overhead & 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>10/13/2022</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

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

- 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:

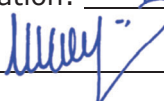
- ❖ Project Manager (PM) - CONTRACTOR shall provide, at a minimum, One (1) competent English-speaking PM. The PM shall represent the CONTRACTOR and any communications given to the PM shall be as binding as if given to the CONTRACTOR. The PM shall be authorized to sign documents on behalf of the Contractor 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: The Nazerian Group

Type of Organization: Corporation

Signature: 

Name of Signer: Vartan Nazerian

Title of Signer: President

Address of Bidder: 17514 Ventruea Blvd. #204, Encino, CA 91316

Taxpayer Identification No. of Bidder: 95-4823444

Telephone Number: 818-990-5115

E-mail: greg@nazerian.net

Contractor's License No(s): No.: 787198 Class: A, B Expiration Date: 11/30/2024

No.: 787198 Class: C10, C15 Expiration Date: 11/30/2024

No.: 787198 Class: C20, C36 Expiration Date: 11/30/2024

Public Works Contractor Registration No.: 1000000509

END OF DOCUMENT

copy

DOCUMENT 00 43 13

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, The Nazerian Group, as Principal ("Principal"),

and Western Surety 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 Amount Bid ---- Dollars (\$ 10% of 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 3rd day of November, 2022.

The Nazerian Group

Principal

By Vartan Nazerian, President

Western Surety Company

Surety

Rebecca Haas-Bates

By Rebecca Haas-Bates, Attorney-in-Fact

FOUNDATION RISK PARTNERS, CORP

Name of California Agent of Surety

5530 Trabuco Road, Irvine, CA 92620

Address of California Agent of Surety

(949) 679-7116

Telephone Number of California Agent of Surety

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

END OF DOCUMENT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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

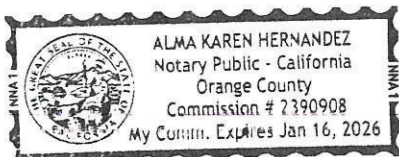
State of California)

County of Orange)On 11/03/2022 before me, Alma Karen Hernandez, Notary Public
Date Here Insert Name and Title of the Officerpersonally appeared Rebecca Haas-Bates
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached DocumentTitle or Type of Document: Bid Bond Document Date: 11/03/2022Number of Pages: Two(2) Signer(s) Other Than Named Above: _____**Capacity(ies) Claimed by Signer(s)**Signer's Name: Rebecca Haas-Bates☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☒ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Western Surety Company

Signer's Name: _____

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

Signer Is Representing: _____

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Richard Adair, William Syrkin, Sergio D Bechara, Rebecca Haas-Bates, Individually

of Irvine, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 19th day of September, 2022.



WESTERN SURETY COMPANY

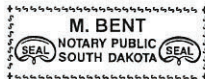
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 19th day of September, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 3rd day of November, 2022.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

AMENDED
Certificate of Authority

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

WESTERN SURETY COMPANY

of SIOUX FALLS, SOUTH DAKOTA, organized under the
laws of SOUTH DAKOTA, subject to its Articles of Incorporation or
other fundamental organizational documents, is hereby authorized to transact within this State,
subject to all provisions of this Certificate, the following classes of insurance:

SURETY and LIABILITY

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in
full compliance with all, and not in violation of any, of the applicable laws and lawful requirements
made under authority of the laws of the State of California as long as such laws or requirements are
in effect and applicable, and as such laws and requirements now are, or may hereafter be changed
or amended.

IN WITNESS WHEREOF, effective as of the 21ST day
of MARCH, 1975, I have hereunto set
my hand and caused my official seal to be affixed this 21ST
day of MARCH, 1975.


Fee

Rec. No.

Filed

By

WESLEY J. KINDER
Insurance Commissioner


Deputy

NOTICE:

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

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: Simco Mechanical

CA Cont. Lic. #: 974288 Location: La Canada, CA

DIR Registration #: 1000005424

Portion of Work: HVAC

Subcontractor Name: Taft Electric

CA Cont. Lic. #: 772245 Location: Ventura, CA

DIR Registration #: 1000000149

Portion of Work: Electrical & Fire Alarm

Subcontractor Name: Eagle Contracting

CA Cont. Lic. #: 970089 Location: Bell Gardens, CA

DIR Registration #: 1000001143

Portion of Work: Demolition & Abatement

Subcontractor Name: Crosby Plumbing

CA Cont. Lic. #: 994490 Location: Altadena, CA

DIR Registration #: 1000004513

Portion of Work: Plumbing

Subcontractor Name: GHM Construction

CA Cont. Lic. #: 1000959 Location: Granda Hills, CA

DIR Registration #: 1000391896

Portion of Work: Concrete, Rough Carpentry, Fencing/Gate/Steel, Gyp Board, Plaster

Subcontractor Name: Excel Acoustics

CA Cont. Lic. #: 724511 Location: Corona, CA

DIR Registration #: 1000056118

Portion of Work: Acoustical Ceiling

Subcontractor Name: D&M Painting

CA Cont. Lic. #: 388648 Location: Orange, CA

DIR Registration #: 1000011265

Portion of Work: Painting

Subcontractor Name: Commerical Roofing

CA Cont. Lic. #: 591222 Location: Arcaida, CA

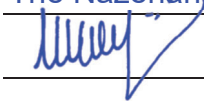
DIR Registration #: 1000000838

Portion of Work: Roofing

Date: 11/9/2022

Proper Name of Bidder: The Nazerian Group

Signature:



Print Name:

Vartan Nazerian

Title:

President

END OF DOCUMENT

SITE VISIT CERTIFICATION

Project/Contract between the Oxnard Union High School District ("District") and
The Nazerian Group ("Contractor" or "Bidder").

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

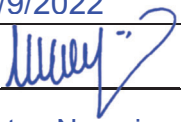
Check option that applies:

_____ 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.

☒ I certify that Alexander Gutierrez (Bidder's representative) visited the Site of the proposed Work, received the attached ALL 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: 11/9/2022
Signature: 
Print Name: Vartan Nazerian
Title: President

END OF DOCUMENT

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

The undersigned declares:

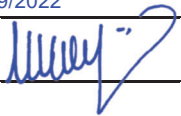
I am the President of
[Title]
The Nazerian Group, the party making the foregoing bid.
[Name of Firm]

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 11/9/2022,
[Date]
at Encino, CA,
[City] [State]

Date: 11/9/2022
Signature: 
Print Name: Vartan Nazerian
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
The Nazerian Group ("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.



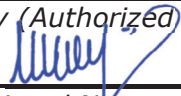
OPTION 1. Bidder/Proposer is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b), and we are not a financial institution extending twenty million dollars (\$20,000,000) 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>The Nazerian Group</u>	Federal ID Number (or n/a) <u>95-4823444</u>
By (Authorized Signature) 	
Printed Name and Title of Person Signing <u>Vartan Nazerian, President</u>	Date Executed <u>11/9/2022</u>

END OF DOCUMENT



Bid 672
New HVAC Building Modernization for Channel Islands High School

BID CLARIFICATION ADDENDUM #1

Dated: October 13th, 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.

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: 11/9/2022 **BIDDER:** The Nazerian Group
(company/entity)

By:  **Printed Name:** Vartan Nazerian
(authorized representative signature)

Title: President