

BID FORM AND PROPOSAL

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

From: ACE Construction Inc. (Proper Name of Bidder)

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

Bid No. 669 for the following project known as:

Portable Foundation & Site Alterations for Frontier High School

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

One million three hundred ninety five and 700/100ths dollars \$ 1,395,000⁰⁰
BASE BID

Bidder acknowledges and agrees that the Base Bid accounts for any and all costs, including Allowance(s), Total Cost for Unit Prices, and OCIP excluded costs.

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.

- A. 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.
- B. 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.
- C. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.
- D. 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.

- 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

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

No. <u>1</u> , Dated <u>8-29-2022</u>	No.____, Dated _____
No.____, Dated _____	No.____, Dated _____
No.____, Dated _____	No.____, Dated _____

- G. Bidder acknowledges that the license required for performance of the Work is a ___ license.
- H. 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.
- I. 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.
- J. 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
- K. 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.
- L. 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.
- M. 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.
- N. 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.

O. Bidder Acknowledges:

- Contractor acknowledges and will comply with all contract requirements and the District's assigned project management team "Bernards"
- Campus is occupied each weekday from 8:00am to 5:00pm. Please review the campus calendar for weekends, holidays, and special event conflicts.
- Contractor to saw cut and remove and depose all asphalt, shrubs, trees and vegetation within the immediate work zone for the installation of new scope.
- Contractor to over-excavate area where shrubs or other debris are removed, off haul excess dirt as needed, re-compact area on removal to accept new concrete curbing, asphalt, base rock, foundations and pole stabilization.
- Contractor to provide all fill soil and grade to meet required elevation to complete scope of work.
- Contractor to provide and install all noted utilities both wet and dry as shown.
- Contractor to provide all site electrical noted.
- Contractor to provide a base line schedule clearly indicating contract duration and all activities associated with plans and specifications.
- Contractor to provide a \$50,000 dollars allowance for unforeseen conditions found or required during duration of the project. If found to be un-used, refunded to the District all un-used portions.
- Contractor to repair all existing irrigation, irrigation control wiring, irrigation boxes, irrigation valves encountered or damaged throughout fence installation.
- Contractor to provide and required materials for curbing, asphalt, sport court asphalt, striping, back boards, pole and hoops, fencing concrete foundations, ramps, electrical, fire and data.
- Contractor to provide and maintain street cleaning associated with work.
- Contractor to place curbing continuously as shown under all fence and gates including all walk and in drive paths.
- Contractor to remove all asphalt and concrete necessary to install new fencing. Replace all asphalt and concrete like for like.
- 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.
- Contractor to provide task lighting when and where required.
- Contractor to touchup fencing panels, poles and gates where damage may occur during construction per manufacturer requirements.

- Contractor to provide eight feet (8') high temporary security fencing, gates, locks and must be maintained throughout the project.
- Contractor to verify new security fencing location, survey for verification.
- Contractor to verify all existing dimensions prior to procuring the materials.
- Contractor to verify all existing circuit/utility panels adequate feed and breaker capacity.
- Contractor to verify accessibility and school schedule with Owner's Representative prior to beginning any work.
- 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.
- 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.
- The contractor will be responsible for loading, unloading, protecting and securing the materials on—site.
- **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 QA/QC **at a minimum, the PS shall be on-site full-time from Start of Construction through the completion of the Substantial Completion.**

Furthermore, Bidder hereby certifies to the District that all representations, certifications, and

OUHSD Addendum #1 Bid 669 Portable Foundation & Site Alterations for Frontier High School

statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this 2nd day of September 20 22

Name of Bidder: ACE Construction Inc.

Type of Organization: General Contractor - Corporation

Signature: [Signature]

Title of Signer: CEO

Address of Bidder: 11921 Sherman Way, North Hollywood, CA 91605

Taxpayer Identification No. of Bidder: 27-4424005

Telephone Number: 818-759-5608

E-mail: bidding@aceconstructioninc.com

Contractor's License No(s): No.: 809243 Class: A,B,C,C2 Expiration Date: 4/30/24

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

Public Works Contractor Registration No.: 1000578951

END OF DOCUMENT



Bid 669

Portable Foundation & Site Alterations for Frontier High School

BID CLARIFICATION ADDENDUM #1

Dated: August 30th, 2022

All interested parties seeking to submit responses to the Oxnard Union High School District's Bid #669 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 669 Portable Foundation & Site Alterations for Frontier High School as follows:

- 1) **Pre-qualification and PLA Requirements:** Pre-qualification and PLA requirements are *no longer applicable* for this project since it is being funded through Routine Restricted Maintenance (RRM) and not Measure A. Please see Attachment A for Revised Bid Form.
- 2) Please refer to Attachment B for Foundation Sheets
- 3) Please refer to Attachment C for conditions of existing photos in and around Admin building
- 4) Please refer to Attachment D for Architect's Addendum 01

BIDDER'S CERTIFICATION

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

Dated: 9-2-2022 BIDDER: ACE construction
(company/entity)

By: [Signature] Printed Name: Andre Vanecian
(authorized representative signature)

Title: CEO

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, ACE CONSTRUCTION INC, as Principal ("Principal"),
and American Contractors Indemnity 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 the Total Bid Amount Dollars (\$ 10.0% of Bid Amount)

lawful money of the United States of America, for the payment of which sum well and truly to be
made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors, and
assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to
the District for all Work specifically described in the accompanying bid.

NOW, THEREFORE, if the Principal is awarded the Contract and, within the time and manner
required under the Contract Documents, after the prescribed forms are presented to Principal for
signature, enters into a written contract, in the prescribed form in accordance with the bid, and
files two bonds, one guaranteeing faithful performance and the other guaranteeing payment for
labor and materials as required by law, and meets all other conditions to the Contract between
the Principal and the Obligee becoming effective, or if the Principal shall fully reimburse and save
harmless the Obligee from any damage sustained by the Obligee through failure of the Principal
to enter into the written contract and to file the required performance and labor and material
bonds, and to meet all other conditions to the Contract between the Principal and the Obligee
becoming effective, then this obligation shall be null and void; otherwise, it shall be and remain
in full force and effect. The full payment of the sum stated above shall be due immediately if
Principal fails to execute the Contract within ten (10) days of the date of the District's Notice of
Award to Principal.

Surety, for value received, hereby stipulates and agrees that no change, extension of time,
alteration or addition to the terms of the Contract or the call for bids, or to the work to be
performed thereunder, or the specifications accompanying the same, shall in any way affect its
obligation under this bond, and it does hereby waive notice of any such change, extension of time,
alteration or addition to the terms of the Contract or the call for bids, or to the work, or to the
specifications.

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

If the District awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the 25th day of August, 2022.

ACE CONSTRUCTION INC

Principal

By

American Contractors Indemnity Company

Surety

By Irene Luong, Attorney-in-Fact

The Bond Exchange and Insurance Agency
Name of California Agent of Surety

24800 Chrisanta Drive, Suite 160, Mission Viejo, CA 92691
Address of California Agent of Surety

(949) 461-7000

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



TOKIO MARINE
HCC

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Yung T. Mullick, James W. Moilanen, Irene Luong, Emilie George, Christine Hoang,
Danielle Hanson or P. Austin Neff of Mission Viejo, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** *****Fifteen Million***** Dollars **(***15,000,000.00***)**. This Power of Attorney shall expire without further action on January 31st, 2024. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 23rd day of September, 2021.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California

County of Los Angeles



By:

Daniel P. Aguilar, Vice President

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

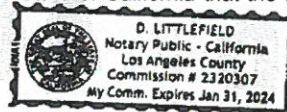
On this 23rd day of September, 2021, before me, D. Littlefield, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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

(seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect, furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 25th day of August, 2022

Corporate Seals

Bond No.

N/A

Agency No. 7715



Kio Lo, Assistant Secretary

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Certificate of Authority

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

American Contractors Indemnity Company

of Los Angeles, California, organized under the
laws of California, 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

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 23rd day
of May, 19 94, I have hereunto set
my hand and caused my official seal to be affixed this 24th
day of May, 19 94.



By

John G. Camendi
Insurance Commissioner
Victoria S. Sidbury
Deputy

CALIFORNIA 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 **AUG 25 2022**

before me, **J. Smith, Notary Public**

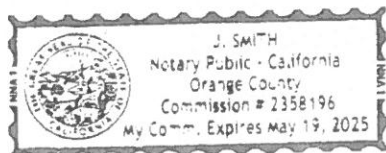
Date

Here Insert Name and Title of the Officer

personally appeared **Irene Luong**

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

J. Smith

Place Notary Seal and/or Stamp Above

Signature of Notary Public

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 is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

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

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

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

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

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

Subcontractor Name: Johnson Controls

CA Cont. Lic. #: 986047 Location: Santa Fe Springs, CA

DIR Registration #: 1000000576

Portion of Work: Fire Alarm

Subcontractor Name: ACE Fence Company

CA Cont. Lic. #: 996577 Location: La Puente, CA

DIR Registration #: 1000004092

Portion of Work: Fence

Subcontractor Name: Xpress Electric, Inc.

CA Cont. Lic. #: 889250 Location: Sun Valley, CA

DIR Registration #: 1000051591

Portion of Work: Electrical

Subcontractor Name: Onyx

CA Cont. Lic. #: 630360 Location: An

DIR Registration #: 100000 4798

Portion of Work: Plumbing

Subcontractor Name: SAFE CALI Plumbing

CA Cont. Lic. #: 1039416 Location: Norridge, CA

DIR Registration #: 10000 874704

Portion of Work: Plumbing

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: 9-2-2022

Proper Name of Bidder: ACE Construction Inc.

Signature: [Signature]

Print Name: Andrei Vanevian

Title: CEO

END OF DOCUMENT

SITE VISIT CERTIFICATION

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

ACE Construction, 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.

_____ I certify that Andrei Vanevian (Bidder's representative) 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. 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:

9/2/2022

Signature:

[Signature]

Print Name:

Andrei Vanevian

Title:

CEO

END OF DOCUMENT

NON-COLLUSION DECLARATION
(Public Contract Code Section 7106)

The undersigned declares:

I am the CEO of
[Title]
ACE Construction 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 _____,

[Date]
at North Hollywood, CA.
[City] [State]

Date:

Signature:

Print Name:

Title:

END OF DOCUMENT

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

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

ACE Construction Inc. ("Contractor" or "Bidder").

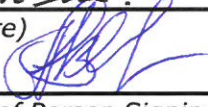
Prior to bidding on or submitting a proposal for a contract for goods or services of \$1,000,000 or more, the bidder/proposer must submit this certification pursuant to Public Contract Code section 2204.

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)	Federal ID Number (or n/a)
ACE Construction Inc.	27-4424005
By (Authorized Signature) 	
Printed Name and Title of Person Signing	Date Executed
Andrei Vanevian	

END OF DOCUMENT