

**BID FORM AND PROPOSAL**

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

From: G2K 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 eight hundred eight thousand eight hundred eighty eight	dollars	\$ <u>1,088,888.00</u>
<b>BASE BID</b>		
<b><i>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.</i></b>		

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.
- E. 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

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

No. <u>1</u> , Dated <u>8, 30, 22</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 B 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 31<sup>ST</sup> day of AUGUST 20 22

Name of Bidder: G2K CONSTRUCTION, INC.

Type of Organization: CORPORATION

Signature: [Signature]

Title of Signer: PRESIDENT

Address of Bidder: 28248 ROADSIDE DR., STE. 205, AGOURA HILLS, CA 91301

Taxpayer Identification No. of Bidder: 90-0507545

Telephone Number: 818-889-6046

E-mail: CONTACT@G2KCONSTRUCTION.COM

Contractor's License No(s): No.: 940662 Class: B Expiration Date: 12.31.23

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

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

Public Works Contractor Registration No.: 1000027687

END OF DOCUMENT

**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:** Matador Construction  
CA Cont. Lic. #: 1013415 Location: canyon country  
DIR Registration #: 1000063258  
Portion of Work: Concrete, Fence, Plumbing.

**Subcontractor Name:** Reyes & Sons Electric  
CA Cont. Lic. #: 817091 Location: Sylmar CA.  
DIR Registration #: 1000003506  
Portion of Work: Electrical, Low voltage.

**Subcontractor Name:** BSN Construction Inc.  
CA Cont. Lic. #: 806551 Location: ventura CA.  
DIR Registration #: 1000026326  
Portion of Work: Asphalt, Utilities.

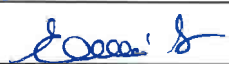
**Subcontractor Name:** Summer Construction Inc.  
CA Cont. Lic. #: 597494 Location: Santa paula CA.  
DIR Registration #: 1000004997  
Portion of Work: Grading

**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: 8.31.22  
Proper Name of Bidder: G2K CONSTRUCTION, INC.  
Signature:   
Print Name: EMILIA G. LEVY  
Title: PRESIDENT

END OF DOCUMENT

**SITE VISIT CERTIFICATION**

Project/Contract between the Oxnard Union High School District ("District") and  
G2K CONSTRUCTION, INC. ("Contractor" or "Bidder").

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

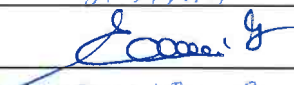
Check option that applies:

\_\_\_\_\_ 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 MARY CASTRO (Bidder's representative) visited the Site of the proposed Work, received the attached 0 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: 8.31.22  
Signature:   
Print Name: EMILIA G. LEVY  
Title: PRESIDENT

END OF DOCUMENT



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

The undersigned declares:

I am the PRESIDENT of  
G2K CONSTRUCTION, INC. [Title],  
[Name of Firm], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding.

The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 8.31.22,  
[Date] at AGOURA HILLS, CA.  
[City] [State]

Date: 8.31.22  
Signature: [Signature]  
Print Name: EMILIA G. LEVY  
Title: PRESIDENT

END OF DOCUMENT



**Bid 669**  
**Portable Foundation & Site Alterations for Frontier High School**

**BID CLARIFICATION ADDENDUM #1**

Dated: August 30<sup>th</sup>, 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.*

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**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: 8/31/22      BIDDER: G2K CONSTRUCTION, INC.  
(company/entity)

By:       Printed Name: EMILIA G. LEVY  
(authorized representative signature)

Title: PRESIDENT

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, G2K Construction, Inc., as Principal ("Principal"),

and Argonaut Insurance Company, c/o CMGIA, 20335 Ventura Blvd., Ste 426, Woodland Hills, CA 91364, 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 Their Greatest Amount Bid Dollars (\$10% of Their G.A.B.)

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.

Argonaut Insurance Company  
Deliveries Only: 225 W. Washington, 24th Floor  
Chicago, IL 60606

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246  
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Gabriella Grady, Shilo Lee Losino, Stephanie Hope Shear, Elizabeth Santos, Stacey Garcia, Matthew Dionisio, Christopher Coronei

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$15,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 19th day of November, 2021.

Argonaut Insurance Company



by:

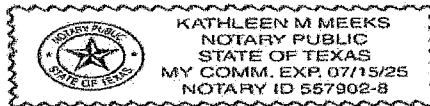
*Gary E. Grose*

Gary E. Grose, President

STATE OF TEXAS  
COUNTY OF HARRIS SS:

On this 19th day of November, 2021 A.D. before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



*Kathleen M. Meeks*

(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 31st day of August, 2022.



*Austin W. King*

Austin W. King, Secretary

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

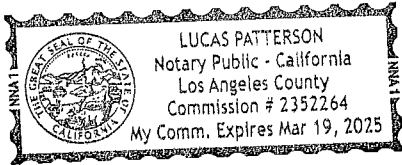
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Los Angeles )  
On AUG 31 2022 before me, Lucas Patterson, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Christopher Coronel  
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 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: \_\_\_\_\_ Signer's Name: \_\_\_\_\_  
 Corporate Officer -- Title(s): \_\_\_\_\_  Corporate Officer -- Title(s): \_\_\_\_\_  
 Partner --  Limited  General  Partner --  Limited  General  
 Individual  Attorney in Fact  Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_ Signer Is Representing: \_\_\_\_\_

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

Project/Contract between the Oxnard Union High School District ("District") and  
GRK CONSTRUCTION ("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>GRK CONSTRUCTION, INC.</u>	Federal ID Number (or n/a) <u>90-0507545</u>
By (Authorized Signature) 	
Printed Name and Title of Person Signing <u>EMILIA G. LEVY, PRESIDENT</u>	Date Executed <u>8.31.22</u>

END OF DOCUMENT