DOCUMENT 00 41 13

BID FORM AND PROPOSAL

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

From: Ardalan Construction Company, 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:

Eight Hundred Seventy Seven Thousand BASE BID	dollars	\$ <u>877,000.00</u>
Bidder acknowledges and agrees that the Bas	se Bid accounts	for any and all costs,
including Allowance(s), Total Cost for Unit Pr	ices, 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.
- 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 <u>B</u> 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.
- <u>Contractor to verify all existing dimensions prior to procuring the materials.</u>
- <u>Contractor to verify all existing circuit/utility panels adequate feed and breaker</u> <u>capacity.</u>
- <u>Contractor to verify accessibility and school schedule with Owner's Representative</u> prior to beginning any work.
- <u>Special Requirements:</u> Contractor shall avoid any excessive noise or vibration adjacent to occupied classrooms. This will not be tolerated and must occur off normal school hours.
- <u>Contractor shall provide adequate procedures for the COVID-19 PANDEMIC.</u> 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

<u>CONTRACTOR shall provide</u>, 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 <u>on- site full-time from Start of construction through Substantial Completion and Closeout period.</u>
- 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 <u>on-site</u> 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 o	day of	Septem	ber			20 22
Name of Bidder: <u>Ardalan</u>	Constructio	n Compa	iny, Inc.			
Type of Organization: <u>Cor</u>						
Signature:	ly					
Title of Signer: <u>Mozafar A</u>	rdalan, Pres	sident				
Address of Bidder: <u>8 E. G</u>	ainsborough	n Rd.				
Taxpayer Identification No.	of Bidder:	95-48	47923			
Telephone Number: <u>805-</u>	496-7273					
E-mail: bids@ardalanco	c.com					
Contractor's License No(s):	No.: <u>893</u>	121	_Class:	A and B	_Expiration D	ate: <u>3/31/20</u> 23
	No.:		_Class:		_Expiration D	ate:
	No.:		_Class:		_Expiration D	ate:
Public Works Contractor Re	gistration N	o.: <u>100</u>	000078	2		
		END OF D	OCUMEN	лт		



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 <u>Attachment B</u> 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: 9/2/22

BIDDER: Ardalan Construction Company, Inc. (company/entity)

By:

<u>M.A.dahly</u> Printed Name: <u>Mozafar Ardalan</u>

(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, Ardalan Construction Company, Inc. ____, as Principal ("Principal"),

and <u>The Ohio Casualty Insurance Company</u>, 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 Amount Bid

_____ Dollars (\$______0% of the 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 duty executed by the Principal and Surety above named, on the <u>30th</u> day of <u>August</u>, 20 22.

Ardalan Construction Company, Inc. Principal

By : Mozafar Ardalan, President

The Ohio Casualty Insurance Company

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

Assured Partners of California Insurance Services, LLC

Name of California Agent of Surety

2913 S. Pullman St. Santa Ana, Ca 92705

Address of California Agent of Surety

714-469-5788

Telephone Number of California Agent of Surety

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

END OF DOCUMENT

BID NUMBER 669 Portable Foundation & Site Alterations OXNARD UNION HIGH SCHOOL DISTRICT Frontier High School



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

JESSICA TINOCO GARCIA Notary Public - California Orange County

Commission # 2400291 Comm. Expires Apr 10, 2026

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} 8/30/2022	before me,	, Jessica Tinoco Garcia, Notary Public
Date		Here Insert Name and Title of the Officer
Personally appeared Kevin	P. Reed	

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(x) whose name(x) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ias), and that by bis/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 of Notary Public

Place Notary Seal Above 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) 🚺 Limited 🔄 General Limited General Partner Partner Individual Attorney in Fact Attorney in Fact Individual Trustee Guardian or Conservator Trustee Guardian or Conservator Other____ Other Signer Is Representing ______ Signer Is Representing ______

©2014NationalNotaryAssociation • www.NationalNotary.org • 1-800-USNOTARY (1-800-876-6827) Item#5907



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

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

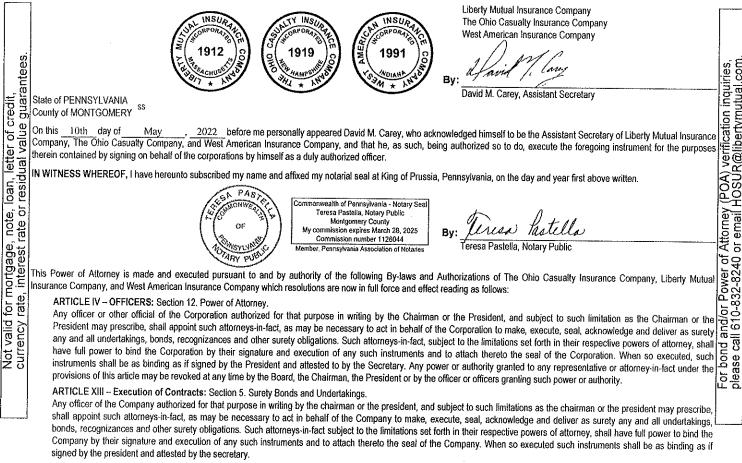
Certificate No: 8208013-969612

POWER OF ATTORNEY

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

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 10th day of May 2022



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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 30th day of August



LMS-12873 LMIC OCIC WAIC Multi Co 02/21

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, GREAT AMERICAN INSURANCE COMPANY

of CINCINNATI, OHIO , organized under the laws of OHIO , 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: FIRE, MARINE, SURETY, DISABILITY, PLATE GLASS, LIABILITY, WORKERS' COMPENSATION, COMMON CARRIER LIABILITY, BOILER AND MACHINERY, BURGLARY, CREDIT, SPRINKLER, TEAM AND VEHICLE, AUTOMOBILE, AIRCRAFT and MISCELLANEOUS

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 _____6th _____day of ______December ______, 19_76., I have hereunto set my hand and caused my official seal to be affixed this _6th day of ______December ______, 19_76.



WESLEY J. KINDER ommissioner FABER

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.

By

Говм СВ-Э

18753-803 7-73 200 DUP () 05P

DOCUMENT 00 43 36

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: _	Scott and Sons Electric		
	700054	_Location: _	Ventura, CA
DIR Registration #			
Portion of Work:	Electrical		
Subcontractor Name: _	Precision Plumbing-Mechanical		
	533836	_Location: _	Moorpark, CA
DIR Registration #			
Portion of Work:	Plumbing		
Subcontractor Name: _			
	275524	Location:	Saticoy, CA
DIR Registration #			
Portion of Work: _			

Subcontractor Name:	
CA Cont. Lic. #:	Location:
DIR Registration #:	
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:	9/2/22
Proper Name of Bidder:	Ardalan Construction Company, Inc.
Signature:	M. Adaly
Print Name:	Mozafar Ardalan
Title:	President

DOCUMENT 00 45 01

SITE VISIT CERTIFICATION

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

Ardalan Construction Company, Inc. ("Contractor" or "Bidder").

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

Check option that applies:

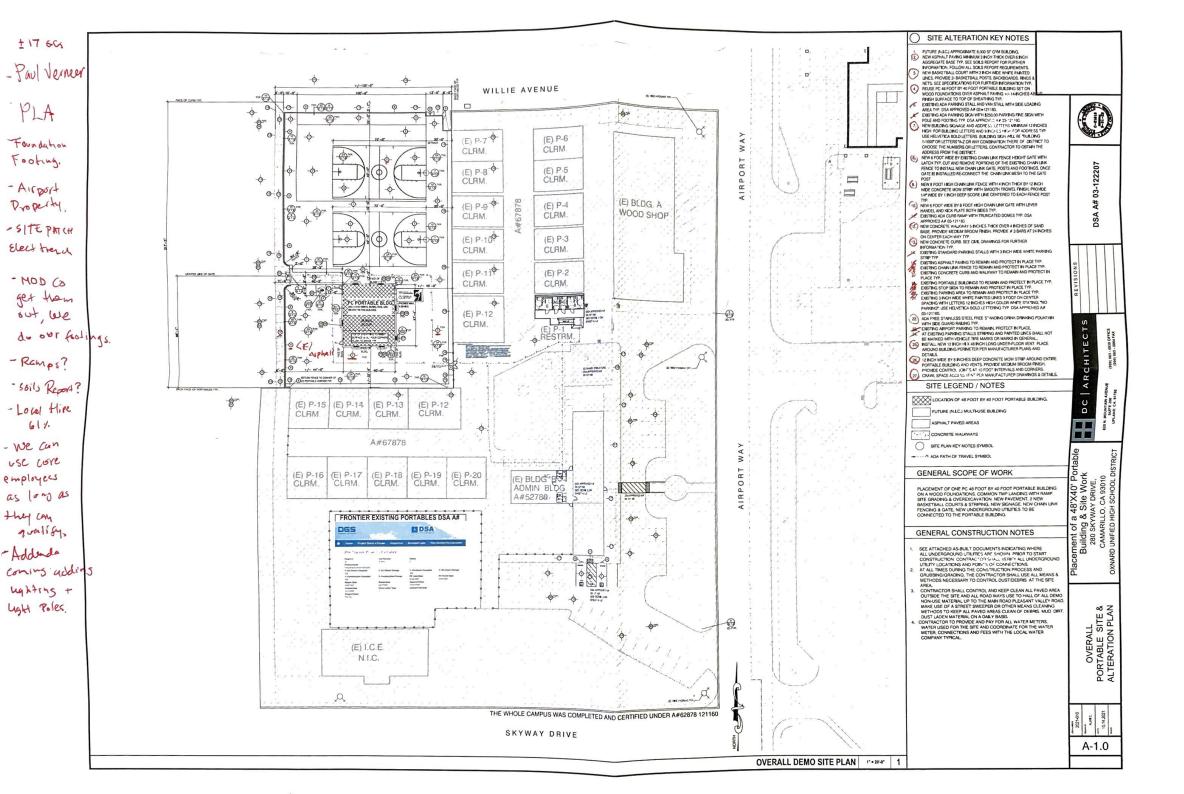
I certify that I visited the Site of the proposed Work, received the attached _____ pages of information and/or reviewed the bid package on the District website, and became fully acquainted with the conditions relating to construction and labor. I fully understand the facilities, difficulties, and restrictions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

X I certify that <u>Teo Barragon</u> (Bidder's representative) visited the Site of the proposed Work, received the attached <u>1</u> 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: 9/2/22 M. Andanly Signature: Mozafar Ardalan Print Name: Title: President



DOCUMENT 00 45 19

NON-COLLUSION DECLARATION (Public Contract Code Section 7106)

The undersigned declares:

I am the	President		of
		F	

[Title] <u>Ardalan Construction Company, Inc.</u>, 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 <u>9/2/22</u>, [Date]

at Thousand	Oaks	<u> </u>
	[City]	[State]
Date:	<u> </u>	22
Signature:		M. A. darly
Print Name:	Moz	afar Ardalan
Title:	Pre	sident

DOCUMENT 00 45 19.01

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

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

Ardalan Construction Company, Inc. ("Contractor" or "Bidder").

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

The bidder/proposer must complete **ONLY ONE** of the following two options. To complete OPTION 1, check the corresponding box **and** complete the certification below. To complete OPTION 2, check the corresponding box, complete the certification below, and attach documentation demonstrating the exemption approval.

- **OPTION 1.** Bidder/Proposer is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b), and we are not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.
- OPTION 2. Bidder/Proposer has received a written exemption from the certification requirement pursuant to Public Contract Code sections 2203(c) and (d). A copy of the written documentation demonstrating the exemption approval is included with our bid/proposal.

CERTIFICATION:

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the bidder/proposer to the OPTION selected above. This certification is made under the laws of the State of California.

Vendor Name/Financial Institution (Printed)	Federal ID Number (or n/a)			
Ardalan Construction Company, Inc.	95-4847923			
By (Authorized Signature)				
<u>M.</u> <u>Adaly</u>				
Printed Name and Title of Person Signing	Date Executed			
Mozafar Ardalan, President	9/2/22			