

**BID FORM AND PROPOSAL**

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

From: The Nazerian Group (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. **671** for the following project known as:

**Portable Foundation & Site Alterations for Hueneme High School**

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

Nine hundred Seventy Four thousand two hundred twenty three dollars \$ 974,123.00  
**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.
- 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>N/A</u> , Dated <u>N/A</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 General Contractor license.
- J. 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.
- K. 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.
- L. 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
- M. Bidder agrees to comply with all requirements of the Project Labor Agreement.
- N. 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.
- O. 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.
- P. 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.
- Q. 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.

**R. Bidder Acknowledges:**

Scope of work required:

- a. Remove and store portable facilities offsite. Removal of perimeter fence may be required. Salvage fence panels and posts, or replace in kind, for reinstallation.
- b. Sawcut and demo excavation area as defined in "Response to Engineering Geology and Seismology Review" report (no. 22-6-61). All underground utilities must be cut and capped outside of excavation area, and protected for reconnection to the facility. All installed items within the excavation area (i.e. site lighting, underground utilities, fencing, gates, drains, ramps, handrails, etc.) shall be removed for excavation activities and reinstalled.
- c. Installation of geogrid reinforced mat as defined in "Response to Engineering Geology and Seismology Review" report (no. 22-6-61). The area to be paved to match the existing structural paving section. All gravel, sand or other materials required or as noted.
- d. Replace and/or reinstall in kind all existing work damaged by portable facility removal or excavation activities, including but not limited to site lighting, underground utilities, fencing, gates, drains, walkways, ramps, handrails, etc.
- e. Set portables in accordance to the contract drawings and make final building connections. Reinstall interior finishes. Any damage of the portables during removal, transit, storage, or placement will be repaired at no additional cost to the owner.
- f. Make final utility connections to the facilities and provide building "start-up" to verify the utilities are in working order.
- g. Prior to building turnover, provide final cleaning of the portables and rough cleaning of the exterior site.
- h. Contractor acknowledges and will comply with all contract requirements and the District's assigned project management team "Bernards"
- i. Campus is occupied each weekday from 8:00am to 5:00pm. Please review the campus calendar for weekends, holidays, and special event conflicts.
- j. 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. The contractor will be responsible for loading, unloading, protecting and securing the materials on-site.
- k. 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.

- l. Contractor to provide all fill soil and grade to meet required elevation to complete scope of work. Survey as Required. Verification of elevation, dimensions.
- m. Contractor to provide and install all noted utilities both wet and dry as shown.
- n. Contractor to provide all site electrical and telecommunications reconnections noted.
- o. Contractor to provide potholing to verify existing utility locations within excavation area, including but not limited to existing high voltage duct bank running from electrical transformer north of portable facility site.
- p. Contractor to provide a base line schedule clearly indicating contract duration and all activities associated with plans and specifications. Contractor to provide 5 days of float for unforeseen conditions.
- q. 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.
- r. Contractor to repair all existing irrigation, irrigation control wiring, irrigation boxes, irrigation valves encountered.
- s. 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.
- t. Contractor to provide task lighting when and where required.
- u. Contractor to protect in-place fencing panels, poles and gates, and touchup where damage may occur during construction per manufacturer requirements.
- v. Contractor to provide eight feet (8') high temporary security fencing, gates, locks and must be maintained throughout the project. Fence layout must be confirmed by the construction manager prior to work commencing.
- w. Contractor to verify all existing circuit/utility panels adequate feed and breaker capacity.
- x. Contractor to verify accessibility and school schedule with Owner's Representative prior to beginning any work.
- y. 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.
- z. Contractor shall provide adequate procedures for the COVID-19 PANDEMIC. Contractor shall provide procedures within their submitted IIPP addressing such issue. See attached Exhibit A for further information.

- **REQUIRED CONTRACTOR'S CORE CREW**

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



- ❖ Project Manager (PM) - CONTRACTOR shall provide, at a minimum, One (1) competent English-speaking PM. The PM shall represent the CONTRACTOR and any communications given to the PM shall be as binding as if given to the CONTRACTOR. The PM shall be authorized to sign documents on behalf of the Contractor including, but not limited to, Change Orders. The PM shall have a proven track record of successful accomplishments on previous projects of similar complexity and scope to this Project. The PM shall attend all weekly construction meetings. **The PM shall be appointed & available from Notice to Proceed through Start of construction, then on- site full-time from Start of construction through Substantial Completion and Closeout period.**
- ❖ Full Time Project Superintendents (PS) - CONTRACTOR shall provide, at a minimum, One (1) assigned to the Project competent and qualified English- speaking PS with the appropriate number of years supervising all trades and coordinating projects of this scope and complexity as evidenced by submitted background information. This person shall be physically present at the Project site while any aspect of the Work is being performed and shall have the responsibility of directing and coordinating all aspects of the Work. The PS shall be retained at this capacity for the duration of the Work. PS is responsible for 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 statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this 7<sup>th</sup> day of September 20 22

Name of Bidder: The Nazerian Group

Type of Organization: Corporation

Signature: \_\_\_\_\_

Title of Signer: President

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

Taxpayer Identification No. of Bidder: 95-4823444

Telephone Number: 818-990-5115

E-mail: greg@nazerian.net

Contractor's License No(s): No.: 787198 Class: A, B Expiration Date: 11/30/2022

No.: 787198 Class: C10, C15 Expiration Date: 11/30/2022

No.: 787198 Class: C20, C63 Expiration Date: 11/30/2022

Public Works Contractor Registration No.: 1000000509

END OF DOCUMENT



# LETTER OF TRANSMITTAL

DATE: 9/7/2022

TO: Oxnard Union High School District  
District Purchasing Office  
1800 Solar Drive, Oxnard, CA 93030

ATTN: Deanna Rantz, Director of Purchasing

FROM: Greg Terorayan - Development & Contracts

SUBJECT: Portable Foundation & Site Alterations for Hueneme High School - Bid No. 671  
Bid Bond

		<input type="checkbox"/> Closeout	<input type="checkbox"/> Samples	<input type="checkbox"/> Specifications	<input type="checkbox"/> Shop Drawings	<input checked="" type="checkbox"/> Contract
QTY	DESCRIPTION					
1	Original and fully executed Bid bond - Bid 671					
		Received By: <u>Masafumi Nishida</u> Print Name				
		By: <u>[Signature]</u> Signature				
SENT FOR		<input checked="" type="checkbox"/> Approval	<input checked="" type="checkbox"/> Distribution	<input checked="" type="checkbox"/> Comment		

## DELIVERY BY

- ☒ HAND  
☐ E-MAIL  
☐ FedEx  
☐ MESSENGER  
☐ OTHER

If you have questions, please contact me.

17514 Ventura Blvd. #204, Encino, CA 91316  
TEL: (818) 990-5115 x3 FAX: (818) 966-1448  
E-MAIL: greg@nazerian.net

10/1  
9-7-22

8:13am

**BID BOND**

*copy*

**(Note: If Bidder is providing a bid bond as its bid security, Bidder must use this form, NOT a surety company form.)**

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, The Nazerian Group, as Principal ("Principal"),

and Western Surety Company, as Surety ("Surety"), a corporation organized and existing under and by virtue of the laws of the State of ~~California~~ and authorized to do business as a surety in the State of California, are held and firmly bound unto the Oxnard Union High School District ("District") of Ventura County, State of ~~California~~

\* South Dakota

Ten Percent of Total Amount Bid---- Dollars (\$ 10% of Bid ---- )

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

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

NOW, THEREFORE, if the Principal is awarded the Contract and, within the time and manner required under the Contract Documents, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed form in accordance with the bid, and files two bonds, one guaranteeing faithful performance and the other guaranteeing payment for labor and materials as required by law, and meets all other conditions to the Contract between the Principal and the Obligees becoming effective, or if the Principal shall fully reimburse and save harmless the Obligees from any damage sustained by the Obligees 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 Obligees 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 2nd day of September, 2022.

The Nazerian Group

Principal

By Vartan Nazerian President

Western Surety Company

Surety

Rebecca Haas-Bates

By Rebecca Haas-Bates, Attorney-in-Fact

FOUNDATION RISK PARTNERS, CORP.

Name of California Agent of Surety

5530 Trabuco Road, Irvine, CA 92620

Address of California Agent of Surety

(949) 679-7116

Telephone Number of California Agent of Surety

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

END OF DOCUMENT



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

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

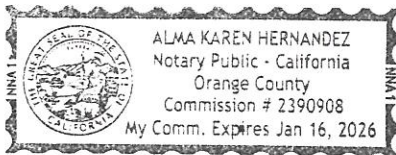
State of California )  
County of Orange )

On 09/02/2022 before me, Alma Karen Hernandez, Notary Public,  
Date Here Insert Name and Title of the Officer  
personally appeared Rebecca Haas-Bates  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten 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: Bid Bond Document Date: 09/02/2022  
Number of Pages: Two(2) Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Rebecca Haas-Bates  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☒ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_  
Western Surety Company

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

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

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

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

### - In Unlimited Amounts -

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

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

**In Witness Whereof**, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 20th day of June, 2021.



WESTERN SURETY COMPANY

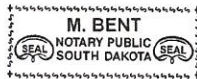
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 20th day of June, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 2nd day of September, 2022.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

STATE OF CALIFORNIA  
DEPARTMENT OF INSURANCE  
SAN FRANCISCO

AMENDED  
Certificate of Authority

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

WESTERN SURETY COMPANY

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

SURETY and LIABILITY

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

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

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

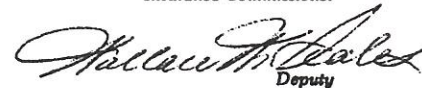
Fee

Rec. No.

Filed

By

WESLEY J. KINDER  
Insurance Commissioner

  
Deputy

NOTICE:

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



**DESIGNATED SUBCONTRACTORS LIST**  
**(Public Contact Code Sections 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:** GHM Construction

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

DIR Registration #: 1000391896

Portion of Work: Demo, Grading, Paving

**Subcontractor Name:** Telenet VoIP

CA Cont. Lic. #: 647808 Location: El Segundo, CA

DIR Registration #: 1000003189

Portion of Work: FA, LV

**Subcontractor Name:** HN Construction

CA Cont. Lic. #: 597806 Location: Rancho Cucamonga, CA

DIR Registration #: 1000029922

Portion of Work: Portable Relocation

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Date: 9/7/2022

Proper Name of Bidder: The Nazerian Group

Signature: 

Print Name: Vartan Nazerian

Title: President

END OF DOCUMENT

**SITE VISIT CERTIFICATION**

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

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

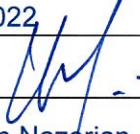
Check option that applies:

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

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

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

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

Date: 9/7/2022  
Signature:   
Print Name: Vartan Nazerian  
Title: President

END OF DOCUMENT



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

The undersigned declares:

I am the President of  
The Nazerian Group [Title], 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 9/7/2022,

[Date]  
at Encino, CA.  
[City] [State]

Date: 9/7/2022  
Signature:   
Print Name: Vartan Nazerian  
Title: President

END OF DOCUMENT

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

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


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

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

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

**CERTIFICATION:**

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

Vendor Name/Financial Institution (Printed) <u>The Nazerian Group</u>	Federal ID Number (or n/a) <u>95-4823444</u>
By (Authorized Signature) 	
Printed Name and Title of Person Signing <u>Vartan Nazerian, President</u>	Date Executed <u>9/7/2022</u>

END OF DOCUMENT