BID FORM

BID: **E04-23 Ventura High School Softball Site Improvements**

BIDS TO OPEN VIA SECURE BIDS: October 11th, 2024, at 1 PM

Board of Education
Purchasing Department, 2nd Floor
VENTURA UNIFIED SCHOOL DISTRICT
255 W. Stanley Avenue, Suite 100
Ventura, California 93001

TO: Ventura Unified School District, acting by and through its Governing Board, herein called "District".

1. Pursuant to and in compliance with your Notice Inviting Bids and other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the Contract, the local conditions affecting the performance of the Contract, the cost of the work at the place where the work is to be done, with the Drawings and Specifications, and other Contract Documents, hereby proposes and agrees to perform within the time stipulated, the Contract, including all of its component parts, and everything required to be performed, including its acceptance by the District, and to provide and furnish any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to perform the Contract and complete all of the Work in a workmanlike manner required in connection with the construction of:

E04-23 Ventura High School Softball Site Improvements

in the District described above, all in strict conformance with the drawings and other Contract Documents on file at the Purchasing Office of said District for amounts set forth herein.

2. BIDDER ACKNOWLEDGES THE FOLLOWING ADDENDUM:

Number	Number	Number	Number	Number	Number	Number	Number
1	2	3					

Acknowledge the inclusion of all addenda issued prior to bid in the blanks provided above. Your failure to do so may render your bid non-responsive.

3. **TOTAL BASE BID** CASH PURCHASE PRICE IN WORDS & NUMBERS:

E04-23 Ventura High School Softball Site Improvements

one million one hundred ninety four thousand one hundred twenty three DOLLARS ($ 1,194,123.00)

ALTERNATE No 1: NA

_____ DOLLARS ($ _____)

4. TIME FOR COMPLETION: The District may give a notice to proceed within ninety (90) days of the award of the bid by the District. Once the Contractor has received the notice to proceed, the Contractor shall complete the work in the time specified in the Agreement. By submitting this bid, Contractor has thoroughly studied this Project and agrees that the Contract Time for this Project is adequate for the timely and proper completion of the Project. Further, Contractor has included in the analysis of the time required for this Project, Rain Days, Governmental Delays, and the requisite time to complete Punch List.

In the event that the District desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the Contractor, giving the notice to proceed may be postponed by the District. It is further expressly understood by the Contractor, that the Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of giving the notice to proceed.

If the Contractor believes that a postponement will cause a hardship to it, the Contractor may terminate the contract with written notice to the District within ten (10) days after receipt by the Contractor of the District's notice of postponement. Should the Contractor terminate the Contract as a result of a notice of postponement, the District shall have the authority to award the Contract to the next lowest responsible bidder, if applicable.

It is understood that the District reserves the right to reject any or all bids and/or waive any irregularities or informalities in this bid or in the bid process. The Contractor understands that it may not withdraw this bid for a period of ninety (90) days after the date set for the opening of bids.

5. Attached is bid security in the amount of not less than ten percent (10%) of the bid:

Bid bond (10% of the Bid) certified check, or cashier's check (circle one)

6. The required List of Designated Subcontractors is attached hereto.

7. The required Non-Collusion Declaration is attached hereto.

8. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the District a Contract in the form attached hereto in accordance with the bid as accepted, and that he or she will also furnish and deliver to the District the Performance Bond and Payment Bond, all within ten (10) calendar days after award of Contract, and that the work under the Contract shall be commenced by the undersigned bidder, if awarded the Contract, by the start date provided in the District's Notice to Proceed, and shall be completed by the Contractor in the time specified in the Contract Documents.

9. The District may award a contract to separate contractors on an individual project or combination of projects, whichever is to the best interest of the District. The bidder may specify that the District acceptance of one project shall be contingent upon the District's acceptance of one or more additional

projects submitted on the same bid. It may be necessary to delete portions of the bid award depending on the availability of District funds.

10. The names of all persons interested in the foregoing proposal as principals are as follows:

Vartan Nazerian, President

The Nazerian Group

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state the legal name of such corporation, as well as the names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state the true names of the firm, as well as the names of all individual co-partners comprising the firm; if bidder or other interested person is an individual, state the first and last names in full.)

11. PROTEST PROCEDURES. If there is a bid protest, the grounds shall be submitted as set forth in the Instructions to Bidders.

12. The undersigned bidder shall be licensed and shall provide the following California Contractor's license and Department of Industrial Relations (DIR) registration information:

License Number: 787198

License expiration date: 11/30/2024

Name on License: Vartan Nazerian

Class of License: A, B, C10, C13, C15, C20, C36

DIR Registration Number: 1000000509

If the bidder is a joint venture, each member of the joint venture must include the above information.

13. Time is of the essence regarding this Contract, therefore, in the event the bidder to whom the Contract is awarded fails or refuses to post the required bonds and return executed copies of the Agreement form within ten (10) calendar days from the date of receiving the Notice of Award, the District may declare the bidder's bid deposit or bond forfeited as damages.

14. The bidder declares that he/she has carefully examined the location of the proposed Project, that he/she has examined the Contract Documents, including the Plans, General Conditions, Supplemental Conditions, Addenda, and Specifications, all others documents and requirements that are attached to and/or contained in the Project Manual, all other documents issued to bidders and read the accompanying instructions to bidders, and hereby proposes and agrees, if this proposal is accepted, to furnish all materials and do all work required to complete the said work in accordance with the Contract Documents, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth in this Bid Form.

I agree to receive service of notices at the e-mail address listed below.

I the below-indicated bidder, declare under penalty of perjury that the information provided and representations made in this bid are true and correct.

The Nazerian Group
Proper Name of Company

Vartan Nazerian, President
Name of Bidder Representative

17514 Ventura Blvd. #204
Street Address

Encino, CA 91316
City, State, and Zip

(818) 990-5115
Phone Number

(818) 717-7791
Fax Number

greg@nazerian.net
E-Mail

By: _____ Date: 10/11/2024
Signature of Bidder Representative

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above.

All signatures must be made in permanent blue ink.

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code section 4100 et seq.,) and any amendments thereof, each Bidder shall set forth below: (a) the name, license number, and location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor, who will perform work or labor or work or improvement to be performed under this Contract, or a subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the work or improvements according to detailed Drawings contained in the Plans and Specifications in an amount in excess of one-half of one percent of the Contractor's total bid; and (b) the portion and description of the work which will be done by each subcontractor under this Act. The Contractor shall list only one subcontractor for each such portion as is defined by the Contractor in this bid. All subcontractors shall be properly licensed by the California State Licensing Board.

If a Contractor fails to specify a subcontractor, or if a Contractor specifies more than one subcontractor for the same portion of work to be performed under the Contract in excess of one-half of one percent of the Contractor's total bid, the Contractor shall be deemed to have agreed that the Contractor is fully qualified to perform that portion, and that the Contractor alone shall perform that portion.

No Contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontractor to be voluntarily assigned or transferred or allow the relevant portion of the work to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the Contractor's total bid where the original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act.

Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the Contractor's total bid where no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record, of the authority awarding this Contract setting forth the facts constituting the emergency or necessity.

NOTE: If alternate bids are called for and bidder intends to use different or additional subcontractors on the alternates, a separate list of subcontractors must be provided for each such Alternate.

No contractor or subcontractor may be listed on a bid proposal for a public works project, or may be awarded a contract for public work, unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5. All public works projects are subject to compliance monitoring and enforcement by the DIR.

Contractors and subcontractors on public works projects are required to submit certified payroll records (CPRs) to the Labor Commissioner using DIR's electronic certified payroll reporting system.

DESIGNATION OF SUBCONTRACTORS FORM

Description AND Portion of Work	Name of Subcontractor	Location & Place of Business	E-Mail	Phone Number	License Type AND License Number	DIR Registration Number
Concrete AC Pavin Masonry, Framing	GHM Construction	Granada Hills, CA	ghm.gard@gmail.com	818 370-2721	1126851 B	1000 391896
Demo Grading Storm Drain	BSN Construction	Ventura, CA	Ben@bsnconstruction.com	805 405-6170	906551 A	1000026326
Roofing	Commercial Roofing Systems	Aradia, CA	glenn@commroofsys.com	626-359 5354	591227 C39	100000838
Fence	Izurieta Fence	Los Angeles, CA	peter@izurietafence co.com	323-661-4759	925851 B, C13	1000004221
Landscape + Irrigation	Marina Landscape	Anaheim, CA	ltwiner@marinaco.com	714-939-6600	492862 A, C27	1000000079
Scoreboard Install	ABU Scoreboard	Camarillo, CA	jbuise abuservices.net	800 204-0402	966724 A	10000 14883

Proper Name of Bidder: The Nazerian Group

Date: 10/11/2024

Name: Vartan Nazerian, President

Signature of Bidder Representative:

Address: 17514 Ventura Blvd. #204, Encino, CA 91316

Phone: 818-990-5115