

BID FORM

FOR

E1-25 – Portola Elementary School Playground Replacement

Portola Elementary School

6700 Eagle St, Ventura, CA 93003

Bid No. E1-25

FOR

VENTURA UNIFIED SCHOOL DISTRICT

CONTRACTOR
NAME:

The Nazerian Group

ADDRESS:

17514 Ventura Blvd. #204

Encino, CA 91316

TELEPHONE:

(818) 990-5115

FAX:

(818) 717-7791

EMAIL

greg@nazerian.net

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 thoroughly studied and 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, the labor market, the supply chain market for materials and equipment necessary to complete the Project, 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:

BID SCHEDULE NO. E1-25

E1-25 – Portola Elementary School Playground Replacement

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
<u>1</u>							

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 CASH PURCHASE PRICE IN WORDS & NUMBERS:

One million three hundred forty four thousand one hundred twenty three DOLLARS
(\$ 1,344,123.00)

The Bid Proposal Amount includes the Allowance Amount set forth in this section. The Bidder confirms that it has checked all of the above figures and understands that neither the District nor any of its agents, employees, or representatives shall be responsible for any assumptions, errors or omissions on the part of the undersigned Bidder in preparing and submitting this Bid Proposal. Allowance: The Bidder and District acknowledge that the Bid Proposal Price set forth above includes an Allowance Amount in the aggregate amount of **Seventy five thousand (\$75,000.00)** for items described in the Allowances sections of the Special Conditions. Although included in the Bid Proposal Price, Allowances belong solely to the District and shall be expended only upon written direction by the District, to be granted or denied in its sole discretion. Any Allowance Amount not fully consumed shall belong solely to the District and shall be refunded to the District via a deductive change order. By submitting this Bid Proposal, the Bidder confirms that the Bid Price proposed as described above is inclusive of the Allowance Amount.

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, the labor market, and the supply chain market for materials and equipment that are necessary to complete the Project and Contractor 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. The Substitution Request Form, if applicable, is attached hereto.

9. 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 five (5) 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.

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

The Nazerian Group

Vartan Nazerian, President

Vahakin Nazerian, Secretary

(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 information:

License Number: 787198

License Expiration Date: 11/30/2026

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 five (5) 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. The undersigned bidder hereby acknowledges and agrees that such bidder shall not be entitled to any price increase to the Total Cash Purchase Price set forth above on account of or due to any external factors including, but not limited to, inflation, labor shortages, and/or supply chain issues/shortages.

15. DEBARMENT. In addition to seeking remedies for False Claims under Government Code section 12650 et seq. and Penal Code section 72, the District may debar a Contractor pursuant to Article 15 of the General Conditions if the Board, or the Board may designate a hearing officer who, in his or her discretion, finds the Contractor has done any of the following:

- a. Intentionally or with reckless disregard, violated any term of a contract with the District;
- b. Committed an act or omission which reflects on the Contractor's quality, fitness or capacity to perform work for the District;

c. Committed an act or offense which indicates a lack of business integrity or business honesty; or

d. Made or submitted a false claim against the District or any other public entity. (See Government Code section 12650, et seq., and Penal Code section 72)

16. 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 list subcontractors on the District's form Subcontractor list. This subcontractor list shall be submitted with the bid and is a required 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:

Signature of Bidder Representative

Date: December 5, 2025

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 FORM

Scope of Work	Name of Subcontractor	Location & Place of Business	License Type and Number	DIR Registration Number	E-Mail & Telephone*
All other work not listed to be performed by The Nazerian Group					
Landscape Irrigation	Seab Landscape	Fontana, CA	1133487 C27	2000014832	s3b.lxa@gmail.com 909-358-9436
Playground Equip. Installation	Great Western Installation	Logan, UT	929912 C61/D34	1000028191	tyler@gwpark.com 435-245-5055
Playground Protect. Surfacing	SpectraTurf	Corona, CA	854429 C61/D12, D34	1000002615	adstout@spectraturf.com 951-736-3579

Designation of Subcontractors

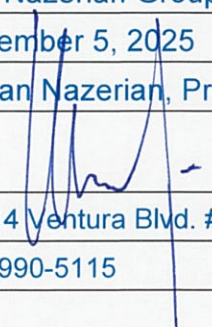
Scope of Work	Name of Subcontractor	Location & Place of Business	License Type and Number	DIR Registration Number	E-Mail & Telephone*

* This information must be provided at the time of submission of bid or must be provided within 24 hours after the time set for the opening of bids. Bidders who choose to provide this information within 24 hours after the time set for the opening of bids are solely responsible to ensure the District receives this information in a timely manner. The District is not responsible for any problems or delays associated with emails, faxes, delivery, etc. Absent a verified fax or email receipt date and time by the District, the District's determination of whether the information was received timely shall govern and be determinative. Bidder shall not revise or amend any other information in this form submitted at the time of bid. The information submitted at the time of bid shall govern over any conflicts, discrepancies, ambiguities or other differences in any subsequent Subcontractor Designation Forms submitted by the bidder.

Proper Name of Bidder: The Nazerian Group

Date: December 5, 2025

Name: Vartan Nazerian, President

Signature of Bidder Representative: 

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

Phone: 818-990-5115