#### **DOCUMENT 00 41 13**

#### **BID FORM AND PROPOSAL**

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

Enterprise Construction Inc From:

(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. **622** for the following project known as:

## New HVAC Modernization for Rancho Campana High School

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

Eight Million Eight hundred ninety nine dollars \$ 8,899,000 thousand

Bidder acknowledges and agrees that the Base Bid accounts for any and all costs.

- Α. 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.
- В. 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.
- C. 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.
- D. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.
- E. 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.

- F. The following documents are attached hereto:
  - Bid Bond on the District's form or other security
  - Designated Subcontractors List
  - Site Visit Certification
  - Non-Collusion Declaration
  - Iran Contracting Act Certification
- G. Receipt and acceptance of the following Addenda is hereby acknowledged:

No1, Dated05/27/20	No, Dated
No. <u>2</u> , Dated <u>06/12/2020</u>	No, Dated
No. <u>3</u> , Dated <u>06/12/2020</u>	No, Dated

- H. Bidder acknowledges that the license required for performance of the Work is a B 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. <u>Bidder acknowledges</u> that the Rancho Campana HS is fully occupied, and that students and School District staff have the right of way within the classroom buildings whenever school is in session. Please see the Oxnard Union High School District calendar at oxnardunion.org for an example of typical school occupancy. Students typically begin at 8:00AM and are released at 3:00PM each school day.
  - S. District will stage seven (7) classroom relocatable units on the campus for students and staff to use while construction is occurring in their permanent classrooms. Consequently, no more than seven permanent classrooms can be emptied at any given time to allow for construction activities to occur within the permanent classrooms. The Prime General Contractor will pay for each classroom contents to be removed, stored and returned to same permanent classroom is required. Contractor will provide (3) 10' X 40' weather tight storage containers for all miscellaneous FF&E.
  - T. The District will address and relocate all IT issues related to classroom relocations.
  - U. <u>Special Requirements:</u> Contract shall avoid any excessive noise or vibration adjacent to occupied classrooms will not be tolerated and must occur off normal school hours.
  - V. <u>Contractor shall provide adequate procedures for the COVID 19 PANDEMIC.</u> Contractor shall provide procedures within their submitted IIPP addressing such issue.

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 this16day ofJune	20 20
Name of Bidder: Enterprise Construction Inc	
Type of Organization: Corporation	3
Signed by:	
Title of Signer:Lobat Ghaemi	
Address of Bidder: 28436 Roadside Dr. #1, Agoura Hills, C	A, 91301

Taxpayer Identification No. of	Bidder:77-0549	276		
Telephone Number:818	3-879-5222			
E-mail: lobatg@enterprisec	const.com			
Contractor's License No(s): N	o.: <u>783613</u>	Class: A,B,C8,C12	Expiration Date:	08/31/2020
N	0.:	Class:	Expiration Date:	
N	0.:	Class:	Expiration Date:	
Public Works Contractor Regist	tration No.: 1000	0010886		

#### **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.)

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  $\frac{10\text{th}}{\text{day of}}$  day of  $\frac{10\text{th}}{\text{day of}}$ ,  $\frac{10\text{th}}{\text{day of}}$ .

By

Berkley Insurance Company

Surety

By Lawrence F. McMahon, Attorney-in-Fact

Alliant Insurance Services, Inc.

Name of California Agent of Surety

701 B Street, 6th Floor, San Diego, CA 92101

Address of California Agent of Surety

619-238-1828

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.

### 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 San Diego JUN 1 0 2020 before me, Janice R. Martin \_\_, Notary Public, Insert Name of Notary exactly as it appears on the official seal personally appeared Lawrence F. McMahon Name(s) of Signer(s) who proved to me on the basis of satisfactory evidence to be the person(劇 whose name(劇 is/神 subscribed to the within instrument and acknowledged to me that he will they executed the same in his/附納/批准 authorized capacity(原則). and that by his/hit/hith signature(\$) on the instrument the person(\$), or the entity upon behalf of which the person(\$) JANICE R. MARTIN COMM: #2158852 COMM: #2158852 NOTARY PUBLIC-CALIFORNIA SAN DIEGO COUNTY acted, executed the instrument. My Commission Expires I certify under PENALTY OF PERJURY under the laws of JULY 29, 2020 the State of California that the foregoing paragraph is true and correct. Witness my hand and official seal. Signature Signature of No ary Public Janice R. Martin Place Notary Soal Above --- OPTIONAL -Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another 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: Individual ☐ Individual ☐ Corporate Officer — Title(s): \_\_\_\_\_ ☐ Corporate Officer — Title(s): ☐ Partner ☐ Limited ☐ General ☐ Partner ☐ Limited ☐ General Attorney in Fact ☐ Attorney in Fact RIGHT THUMBPRINT RIGHT THUMBPRINT ☐ Trustee OF SIGNER ☐ Trustee OF SIGNER ☐ Guardian or Conservator ☐ Guardian or Conservator Top of thumb here Top of thumb here ☐ Other: Other: Signer is Representing: Signer is Representing: Surety Company

# POWER OF ATTORNEY BERKLEY INSURANCE COMPANY WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: Lawrence F. McMahon; Sarah Myers; or Janice R. Martin of Alliant Insurance Services, Inc. of San Diego, CA its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

**RESOLVED**, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

**RESOLVED**, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 12 day of \_\_\_\_\_\_.

	Attest:	Berkley Insurance Company	
(Seal)	By	By Hunt. H	the
	Executive Vice President & Secretary	Senior Vice President	U
WARNING	G: THIS POWER INVALID IF NOT PRINTED OF	N BLUE "BERKLEY" SECURIT	Y PAPER.
ST	TATE OF CONNECTICUT)		
C	) ss: DUNTY OF FAIRFIELD )		
C 45 L	ofore and a Material Bullille in the Otata of Occurrence of	11. 12 <sup>TH</sup> , all 11.	0.10

APHIL 30, 2024

Sworn to before me, a Notary Public in the State of Connecticut, this \( \frac{1}{5} \) day of \( \frac{1}{5} \) day of \( \frac{1}{5} \) HY \( \frac{1}{5} \), by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

\*\*MARIA C RUNDBAKEN NOTARY PUBLIC CONNECTION OF CONNECTION OF

# **CERTIFICATE**

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this

\_day of

(Seal)

Vincent D. Forte

Notary Public, State of Connecticut

#### **DOCUMENT 00 43 36**

# <u>DESIGNATED SUBCONTRACTORS LIST</u> (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:	STATE	
CA Cont. Lic. #:	CHOOSE CONTRACTOR OF THE CONTR	Location:
Portion of Work:	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	
Subcontractor Name:	Jam Corporation	
CA Cont. Lic. #:	791060	Location: Manravia, CA
Portion of Work:	Fire Marm	
Subcontractor Name:	Pacific Single Ply	Roofing Inc.
CA Cont. Lic. #:	777968	Location: La Habra, A
Portion of Work:	Roofing	
Subcontractor Name:	WINDOW Products Mai	ragement
CA Cont. Lic. #:	846735	Location: Ventura, LA
Portion of Work:	Motorized SKYlight	Shading revice

Subcontractor Name:	Five Stay Fence	7
CA Cont. Lic. #:	1022201	Location: Pacoj ma, c4
Portion of Work:	Decorative Metals	
Subcontractor Name:	Troy's Iron Waft	
CA Cont. Lic. #:	945177	Location: Stanton, CA
Portion of Work:	Structural Steel	
Subcontractor Name:	Smith M2P	
CA Cont. Lic. #:	420418	Location: Santa Maria, CA
Portion of Work:	Mechanical, Electrica	Plumbing
CA Cont. Lic. #:		Location:
Portion of Work:		
Subcontractor Name:		
CA Cont. Lic. #:	<i>y</i>	Location:
Portion of Work:		<del></del> :
Subcontractor Name:		
CA Cont. Lic. #:	A	Location:
Portion of Work:	X	
Date:	06/16/20	
Proper Name of Bidder:	Enterprise cons	struction inc
Signature:	Lobat Ghaemi	
Print Name:		
Title:	secretary Tre	asurer

# **DOCUMENT 00 45 01**

# **SITE VISIT CERTIFICATION**

Project/Contract between	the Oxnard Union High Sch	ool District ("District") and
Enterprise Constructio	n Inc	("Contractor" or "Bidder").
TO BE EXECUTED BY BIDE	DER AND SUBMITTED WITH	BID
Check option that applies:		
pages of information, and	became fully acquainted w fully understand the facilities	Work, received the attached ith the conditions relating to es, difficulties, and restrictions
X I certify that Emily Heinisch (Bidder's representative) visited the Site of the proposed Work, received the attached 1 pages of information, 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.		
its Construction Manager, consultants from any dam	and all of their respective of	ol District, its Architect, its Engineers, officers, agents, employees, and to conditions that could have been intative's visit to the Site.
I certify under penalty of prices is true and correct.	perjury under the laws of th	ne State of California that the foregoing
Date:	06/16/2020	
Signature:		
Print Name:	Lobat Ghaemi	
Title:	Secretary / Treasurer	

## **DOCUMENT 00 45 19**

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

The undersigned declares	:	
I am theSecretary / Tre	easurer	of
Enterprise Construction In		, the party making the foregoing bid.
The bid is not made in the company, association, org sham. The bidder has not a false or sham bid. The bor agreed with any bidder The bidder has not in any communication, or confere bidder, or to fix any overhother bidder. All statemen indirectly, submitted his or divulged information or association, organization,	anization, or corp directly or indirectly or anyone else to manner, directly ence with anyone lead, profit, or cos its contained in the her bid price or data relative ther bid depository, or	behalf of, any undisclosed person, partnership, oration. The bid is genuine and not collusive or tly induced or solicited any other bidder to put in ctly or indirectly colluded, conspired, connived, put in a sham bid, or to refrain from bidding. Or indirectly, sought by agreement, to fix the bid price of the bidder or any other at element of the bid price, or of that of any e bid are true. The bidder has not, directly or any breakdown thereof, or the contents thereof, reto, to any corporation, partnership, company, to any member or agent thereof, to effectuate a divill not pay, any person or entity for such
partnership, joint venture,	, limited liability co sents that he or s	half of a bidder that is a corporation, ompany, limited liability partnership, or any he has full power to execute, and does execute,
		e laws of the State of California that the eclaration is executed on _06/16/2020,
at Agoura Hills [City]	, <u>CA</u> [State]	[Date]
Date:	06/16/202	20
Signature:		
Print Name:	Lobat Ghaer	ni
Title:	Secretary /	Treasurer
	END OF	DOCUMENT

## DOCUMENT 00 45 19.01

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

Project/Contract between the Oxnard Union High Scho	ol District ("District") and	
Enterprise Construction Inc	("Contractor" or "Bidder").	
Prior to bidding on or submitting a proposal for a content \$1,000,000 or more, the bidder/proposer must submit Contract Code section 2204.		
The bidder/proposer must complete <b>ONLY ONE</b> of the OPTION 1, check the corresponding box <b>and</b> complete OPTION 2, check the corresponding box, complete the documentation demonstrating the exemption approval	the certification below. To complete certification below, and attach	
OPTION 1. Bidder/Proposer is not on the cur investment activities in Iran created by the Cal Services ("DGS") pursuant to Public Contract C financial institution extending twenty million do to another person, for 45 days or more, if that provide goods or services in the energy sector list of persons engaged in investment activities	ifornia Department of General ode section 2203(b), and we are not a llars (\$20,000,000) or more in credit other person will use the credit to in Iran and is identified on the current	
OPTION 2. Bidder/Proposer has received a vacertification requirement pursuant to Public Con A copy of the written documentation demonstration included with our bid/proposal.	ntract Code sections 2203(c) and (d).	
CERTIFICATION:		
I, the official named below, CERTIFY UNDER PENALTY authorized to legally bind the bidder/proposer to the Certification is made under the laws of the State of Cal	PTION selected above. This	
Vendor Name/Financial Institution (Printed)	Federal ID Number (or n/a)	
Enterprise Construction Inc	77-0549276	
By (Authorized Signature)		
Printed Name and Title of Person Signing	Date Executed	
Lobat Ghaemi - Secretary / Yeas wer	06/16/2020	
' /		

END OF DOCUMENT

BID NUMBER 622 New HVAC Modernization Rancho Campana HS OXNARD UNION HIGH SCHOOL DISTRICT GENERAL CONDITIONS DOCUMENT 00 72 13 -xxviii