

DOCUMENT 00 41 13

BID FORM AND PROPOSAL

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

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. 639 for the following project known as:

New HVAC Modernization for Pacifica High School

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

<p><i>Twelve Million, Four Hundred and</i> dollars \$ <u>12,465,000.</u>⁰⁰</p> <p>BASE BID <i>Sixty Five Thousand Dollar and Zero Cents</i></p> <p>Bidder acknowledges and agrees that the Base Bid accounts for any and all costs, including allowance.</p>
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- A. 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.
- B. 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:

No. <u>1</u> , Dated <u>10/18/2020</u>	No. _____, Dated _____
No. <u>2</u> , Dated <u>11/9/2020</u>	No. _____, Dated _____
No. _____, Dated _____	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. **Bidder acknowledges that Pacifica High School 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 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. The General Contractor shall carry an allowance of Ten Thousand US Dollars (\$10,000.00) for CM Field & Office Supply in their Base Bid.
- T. **District will stage no more than fourteen (14) classroom relocatable units on the campus for students and staff to use while construction is occurring in their permanent classrooms. Consequently, no more than 14 permanent classrooms can be emptied at any given time to allow for construction activities to occur within the permanent classrooms.**
- U. **The Prime General Contractor will pay for each classroom's contents to be removed, stored and returned to same permanent classroom after each phase of work is complete. Contractor will provide (6) 10' X 40' weather tight storage containers for all miscellaneous FF&E on each campus.**
- V. **The District will only box and move personal and study/text items from classrooms.**
- W. **The awarded contractor will be required to provide a document control system. The specific system is noted within the following. Centralizing Data and Document Management is critical to the success of construction projects. The Contractor, District, Architect and Construction Manager will have access along with all associated team members.**
- X. **The Contractor will implement the use of a project documentation system. The system license will be purchased by the Contractor for the duration of the project as below.**

Duration: 24 Months; Project: Pacifica High School, Oxnard Union High School District, Construction Manager Bernards. Each General Contractor (Bidder) is to incorporate within their proposal a value of (\$5,500.00) five thousand, five hundred dollars and zero cents per year. The system will be accessible to all parties related to the project.

The contractor will also provide an electronic copy of the entire documentation of the project to OUHSD as a portion of the closeout documents.

System provider information listed:

**Owner Insite, LLC. Contact Phil Burke Main: 888-336-3393 Direct: 512-637- 6369.
www.owner-insite.com**

Y. **The District will disconnect, box, move, address, relocate, and reconnect all IT issues related to classroom relocations.**

Z. **Special Requirements: Contract shall avoid any excessive noise or vibration adjacent to occupied classrooms will not be tolerated and must occur off normal school hours.**

AA. **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.**

BB. **REQUIRED CONTRACTOR'S CORE CREW**

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

- o **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 accomplishment on previous projects of similar complexity and scope to this Project. The PM shall attend all weekly construction meetings. **The PM shall be on-site full-time from NTP thru the completion of the Substantial Completion and Closeout period.**
- o **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 thru the completion of the Substantial Completion.**
- o **Full Time Project Engineer (PE)** – Contractor shall provide, at a minimum, of **One (1)** competent and qualified full-time English-speaking Project Engineer. This individual shall be physically present at the Project site while any aspect of the Work is being performed and shall have the responsibility for directing and coordinating all aspects of the Work. The PE shall have provable experience in their area of focus and on projects of similar scope and complexity to this Project. The PE shall attend all weekly construction meetings. **Project Engineer shall be on-site full time from NTP thru the completion of the Project Closeout period.**
- o **Part Time Project Safety Engineer (SE)** – Contractor shall designate, at a minimum, **One (1)** part-time, competent and qualified English-speaking Safety Engineer. Individual must have a minimum 30-hr OSHA certification. **The Project**

Safety Engineer should not hold any other titles. This individual shall be physically present at the Project site once a week onsite while Work is being performed and shall have the responsibility for directing, correcting and coordinating all aspects of Safety. The SE shall have provable experience in their area of focus and on projects of similar scope and complexity to this Project. The SE shall provide a weekly update of project conditions and shall attend all weekly construction meetings to present findings. **The Safety Engineer shall be on-site from Start of Construction thru 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 12th day of November 20 20

Name of Bidder: AAB Construction, INC.

Type of Organization: S-Corporation

Signed by: Aiman Berouti

Title of Signer: President

Address of Bidder: 14 Hughes, Suite B104, Irvine, CA 92618

Taxpayer Identification No. of Bidder: 68-0633378

Telephone Number: (949) 830-1103

E-mail: AandBconstruction@att.net

Contractor's License No(s): No.: 888702 Class: B Expiration Date: 12/31/2020

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

Public Works Contractor Registration No.: 1000009059

END OF DOCUMENT

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, A & B Construction, Inc., as Principal ("Principal"),
and The Ohio Casualty Insurance 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, as Obligee, in an amount equal to ten percent (10%) of the Base Bid plus alternates,
in the sum of * New Hampshire

Ten Percent of the Total Amount Bid Dollars (\$10% 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 Oblige and judgment is recovered, the Surety shall pay all costs incurred by the Oblige 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 20th day of October, 2020.

A & B Construction, Inc.

Principal

By Aiman Berouti

The Ohio Casualty Insurance Company

Surety

Matthew R. Doby

By Matthew R. Doby / Attorney-in-Fact

R S Bonding & Insurance Agency, Inc.

Name of California Agent of Surety
1633 E. 4th Street, Suite 228

Santa Ana, CA 92701

Address of California Agent of Surety

1(714) 541-4700

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



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: 8197144-969327

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, Matthew R. Dobyns; Randy Spohn

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 19th day of October, 2018.



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

By: David M. Carey

David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 19th day of October, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

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-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety 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 surety 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 has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20th day of October, 2020.



By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

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,*

The Ohio Casualty Insurance Company

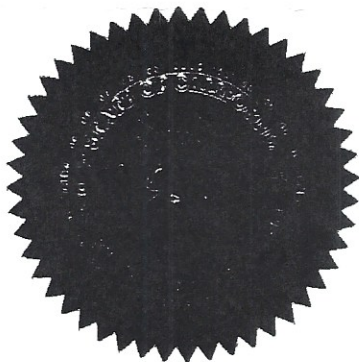
of New Hampshire, organized under the laws of New Hampshire, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

**Fire, Marine, Surety, Plate Glass, Liability, Workers' Compensation,
Common Carrier Liability, Boiler and Machinery, Burglary, Credit,
Sprinkler, Automobile 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 19th day of March, 2013, I have hereunto set my hand and caused my official seal to be affixed this 19th day of March, 2013.*



Dave Jones
Insurance Commissioner

By

Valerie J. Sarfaty
for Nettie Hoge
Chief 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 Insurance Code section 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.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

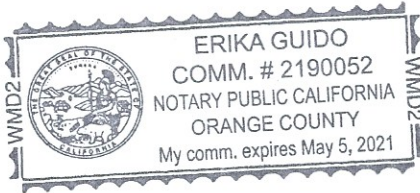
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of CALIFORNIA

County of ORANGE

On 10/20/2020 before me, ERIKA GUIDO, NOTARY PUBLIC,
personally appeared MATTHEW R. DOBYNS

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.

Erika Guido
Signature of Notary

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
- CORPORATE OFFICER

- PARTNER(S) LIMITED

- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DOCUMENT 00 43 36

DESIGNATED SUBCONTRACTORS LIST
(Public Contact Code Sections 4 1 0 0 -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: Venco Electric
CA Cont. Lic. #: 446770 Location: Oxnard
DIR Registration #: 1000008330
Portion of Work: Electrical & Fire Alarm

Subcontractor Name: Shack Plumbing
CA Cont. Lic. #: 1001655 Location: Santa Monica
DIR Registration #: 1000029493
Portion of Work: Plumbing

Subcontractor Name: Eberhard
CA Cont. Lic. #: 329087 Location: Van Nuys
DIR Registration #: 1000001523
Portion of Work: Roofing


Subcontractor Name: Troy's Iron Craft
 CA Cont. Lic. #: 945177 Location: Stanton
 DIR Registration #: 1000412581
 Portion of Work: Iron Work

Subcontractor Name: The Sound Control Co.
 CA Cont. Lic. #: 148569 Location: Valencia
 DIR Registration #: 1000003247
 Portion of Work: Acoustical Ceilings

Subcontractor Name: ~~Superior Air~~ A.B.
 CA Cont. Lic. #: ~~669421~~ Location: ~~Oxnard~~
 DIR Registration #: ~~1000040104~~
 Portion of Work: ~~Mechanical & Building Controls~~

Subcontractor Name: Smith
 CA Cont. Lic. #: 420418 Location: Santa Maria
 DIR Registration #: 1000001389
 Portion of Work: Mechanical & Building Controls

Subcontractor Name: _____
 CA Cont. Lic. #: _____ Location: _____
 DIR Registration #: _____
 Portion of Work: _____

Date: November 12th, 2020
 Proper Name of Bidder: AA B Construction, INC
 Signature: 
 Print Name: Aiman Berouti
 Title: President

END OF DOCUMENT

DOCUMENT 00 45 01

SITE VISIT CERTIFICATION

Project/Contract between the Oxnard Union High School District ("District") and
AAB Construction, 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 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 Carlos Romo (Bidder's representative) visited the Site of the proposed Work, received the attached all files 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.

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: November 12th, 2020
Signature: 
Print Name: Aimam Beranti
Title: President

END OF DOCUMENT

DOCUMENT 00 45 19

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


The undersigned declares:

I am the President of AAB Construction, INC., the party making the foregoing bid.
[Title] [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 November 12th, 2020, at Irvine, CA.
[Date] [City] [State]

Date: November 12th, 2020
Signature: 
Print Name: Aiman Berouti
Title: President

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 School District ("District") and

A&B Construction, INC. ("Contractor" or "Bidder").

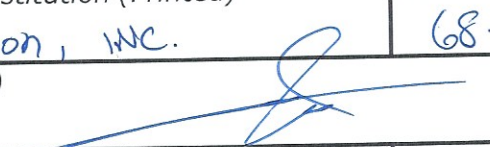
Prior to bidding on or submitting a proposal for a contract for goods or services of \$1,000,000 or more, the bidder/proposer must submit this certification pursuant to Public Contract Code section 2204.

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) <u>A&B Construction, INC.</u>	Federal ID Number (or n/a) <u>68-0633378</u>
By (Authorized Signature) 	
Printed Name and Title of Person Signing <u>Aiman Berouti, President</u>	Date Executed <u>11/12/2020</u>

END OF DOCUMENT

DOCUMENT 00 45 26

WORKERS' COMPENSATION CERTIFICATION

Project/Contract between the Oxnard Union High School District ("District") and
AAB Construction, Inc. ("Contractor" or "Bidder").


Labor Code section 3700, in relevant part, provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state; and/or
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self- insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: November 12th, 2020

Signature: 

Print Name: Aiman Berouti

Title: President

(In accordance with Labor Code sections 1860 and 1861, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

END OF DOCUMENT

DOCUMENT 00 45 46.01

**PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION**


Project/Contract between the Oxnard Union High School District ("District") and
AB Construction, INC. ("Contractor" or "Bidder").

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project including, without limitation, labor compliance monitoring and enforcement by the Department of Industrial Relations.

Date:

November 12th, 2020

Signature:



Print Name:

Aiman Berouti

Title:

President

END OF DOCUMENT

CERTIFICATION

I, Aiman Berouti, certify that I am the bidder's President and that I have made a diligent effort to ascertain the facts with regard to the representations made herein. In making this certification, I am aware of section 12650 et seq. of the Government Code providing for the imposition of treble damages for making false claims.

Date: November 12th, 2020

Proper Name of Contractor: A&B Construction, INC.

Signature: 

Print Name: Aiman Berouti

Title: President

END OF DOCUMENT

DOCUMENT 00 45 46.03

DRUG-FREE WORKPLACE CERTIFICATION

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

AAB Construction, INC. ("Contractor" or "Bidder").

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of the Drug-Free Workplace Act of 1990.

Contractor must also comply with the provisions of Health & Safety Code section 11362.3 which prohibits the consumption or possession of cannabis or cannabis products in any public place, including school grounds, and specifically on school grounds while children are present.

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

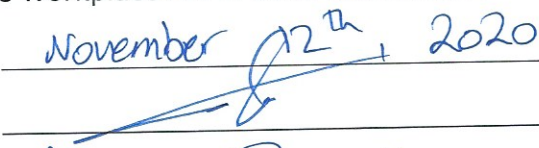
- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition.
- b. Establishing a drug-free awareness program to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace.
 - ii. The person's or organization's policy of maintaining a drug-free workplace.
 - iii. The availability of drug counseling, rehabilitation, and employee- assistance programs.
 - iv. The penalties that may be imposed upon employees for drug abuse violations.

- c. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of the aforementioned Act.

I acknowledge that I am aware of the provisions of and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990 and Health and Safety Code section 11362.3.

Date: November 12th 2020
 Signature: 
 Print Name: Aimán Berouti
 Title: President

END OF DOCUMENT

DOCUMENT 00 45 46.04

TOBACCO-FREE ENVIRONMENT CERTIFICATION

Project/Contract between the Oxnard Union High School District ("District") and
AAB Construction, INC. ("Contractor" or "Bidder").

This Tobacco-Free Environment Certification form is required from the successful Bidder.

Pursuant to, without limitation, 20 U.S.C. section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq., Business and Professions Code section 22950 et seq., and District Board policies, all District sites, including the Project site, are tobacco- free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school- owned vehicles and vehicles owned by others while on District property. The prohibition on smoking includes the use of any electronic smoking device that creates an aerosol or vapor, in any manner or in any form, and the use of any oral smoking device for the purpose of circumventing the prohibition of tobacco smoking. Further, Health & Safety Code section 11362.3 prohibits the smoking or use of cannabis or cannabis products in any place where smoking tobacco is prohibited.

I acknowledge that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents, to use tobacco and/or smoke on the Project site.

Date: November 12th, 2020
Signature: [Signature]
Print Name: Aiman Berouti
Title: President

END OF DOCUMENT

DOCUMENT 00 45 46.05

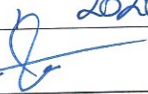
HAZARDOUS MATERIALS CERTIFICATION

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

AAB Construction, INC. ("Contractor" or "Bidder").

1. Contractor hereby certifies that no asbestos, or asbestos-containing materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations, ("New Hazardous Material"), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District.
2. Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.
3. Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (0.1%) asbestos shall be defined as asbestos-containing material.
4. Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.
5. All Work or materials found to be New Hazardous Material or Work or material installed with equipment containing New Hazardous Material will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.
6. Contractor has read and understood the document titled Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Date: November 12th 2020

Signature: 

Print Name: Aimam Berouti

Title: President

END OF DOCUMENT

DOCUMENT 00 45 46.08

CRIMINAL BACKGROUND INVESTIGATION
/FINGERPRINTING CERTIFICATION

Project/Contract between the Oxnard Union High School District ("District") and
AAB Construction, Inc. ("Contractor" or "Bidder").

The undersigned does hereby certify to the governing board of the District as follows:

That I am a representative of the Contractor currently under contract with the District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of Contractor.


Contractor certifies that it has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that apply):

- The Contractor is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(k) with respect to all Contractor's employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and hereby agrees to the District's preparation and submission of fingerprints such that the California Department of Justice may determine that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. No work shall commence until such determination by DOJ has been made.
- The Contractor, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its Subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

NOTE: If the Contractor is a sole proprietor, and elects the above option, Contractor must have the above-named employee's fingerprints prepared and submitted by the District, in accordance with Education Code section 45125.1(k). No work shall commence until such determination by DOJ has been made.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: November 12th, 2020

Signature: 

Print Name: Aiman Berouti

Title: President



OXNARD UNION HIGH SCHOOL DISTRICT

Bid 639
New HVAC Modernization Project for Pacifica High School

BID CLARIFICATION ADDENDUM #1

Dated: October 18, 2020

All interested parties seeking to submit responses to the Oxnard Union High School District's Bid #639 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 639 New HVAC Modernization Project for Pacifica High School as follows:

- 1) **Question:** Where will the temporary power be pulled from?
Answer: Temp. power can be pulled from existing panels
- 2) Please refer to **Attachment A** for Pre-Bid RFI from Signet Controls
- 3) Please refer to **Attachment B** for Pre-Bid RFI from Next Level
- 4) Please refer to **Attachments C, E, F, & G** for Pre-Bid RFIs from Viola
- 5) Please refer to **Attachment D** for Pre-Bid RFI from Telacu
- 6) Please see **Attachment H** - Architect's addendum 1 for Pacifica High School Project.

BIDDER'S CERTIFICATION

I acknowledge receipt of the foregoing Addendum # 1 and accept all conditions contained herein.

Dated: 11/12/2020 BIDDER: AAB Construction, INC.
(company/entity)

By: [Signature] Printed Name: Aiman Berouti
(authorized representative signature)

Title: President



OXNARD UNION HIGH SCHOOL DISTRICT

Bid 639
New HVAC Modernization Project for Pacifica High School

BID CLARIFICATION ADDENDUM #2

Dated: November 9, 2020

All interested parties seeking to submit responses to the Oxnard Union High School District's Bid #639 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 639 New HVAC Modernization Project for Pacifica High School as follows:

- 1) Please refer to Attachment A for New Division 0 Documents.
- 2) Please refer to Attachment B for Pre-Bid RFI from SC Anderson
- 3) Please refer to Attachment C for Pre-Bid RFIs from Viola Constructors
- 4) Please refer to Attachment D for Pre-Bid RFIs from Waisman Construction
- 5) Please refer to Attachment E for Architect's Addendum #2

BIDDER'S CERTIFICATION

I acknowledge receipt of the foregoing Addendum # 2 and accept all conditions contained herein.

Dated: 11/12/2020 BIDDER: A&B Construction, INC.
(company/entity)

By: [Signature] Printed Name: Aiman Berauti
(authorized representative signature)

Title: President