

DOCUMENT 00 41 13
BID FORM AND PROPOSAL

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

From: R Brothers Inc.
(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. 619 for the following project known as: **Tennis Courts Replacement at Channel Islands High School**

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

Two million one hundred seventy three thousand dollars	dollars	\$ <u>2,173,000.00</u>
--	---------	------------------------

BASE BID

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

- 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 NUMBER 619
Tennis Courts Replacement
Channel Islands HS

OXNARD UNION HIGH SCHOOL DISTRICT
GENERAL CONDITIONS

- 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>0</u> , Dated <u>04/17/2020</u>	No. <u>4</u> , Dated <u>05/06/2020</u>
No. <u>2</u> , Dated <u>05/01/2020</u>	No. _____, Dated _____
No. <u>3</u> , Dated <u>05/05/2020</u>	No. _____, Dated _____

- H. Bidder acknowledges that the license required for performance of the Work is a A or 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.

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 11 day of May 20 20

Name of Bidder: R Brothers Inc.

Type of Organization: Corporation

Signed by: 

Title of Signer: President

Address of Bidder: 702 Celis St, San Fernando, CA 91340

Taxpayer Identification No. of Bidder: 26-1857905

Telephone Number: 310-696-9406

E-mail: rbrothersinc@gmail.com

Contractor's License No(s): No.: 956208 Class: B, C-8 Expiration Date: 12/31/2020

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

Public Works Contractor Registration No.: 1000005792

END OF DOCUMENT



Bid 619 Tennis Courts Replacement – Channel Islands High School

ADDENDUM #3

Dated: May 5, 2020

All interested parties seeking to submit responses to the Oxnard Union High School District's Bid #619 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 accepts electronic bid submittals, as follows:

- 1) Bid submittals must be electronically sent to Deanna.Rantz@oxnardunion.org .
The bid due date and time still apply. Late bids will not be accepted.
 - 2) The Bid Bond must be submitted in HARD COPY form and received at the District by the bid due date and time and a COPY must be submitted electronically.
-

BIDDER'S CERTIFICATION

I acknowledge receipt of the foregoing Addendum # 3 and accept all conditions contained herein.

Dated: 05/11/2020 **BIDDER:** R Brothers Inc.
(company/entity)

By:  **Printed Name:** Shahrooz Rostami
(authorized representative signature)

Title: President

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, R Brothers Inc., as Principal ("Principal"), and Philadelphia Indemnity 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

Ten percent of amount bid Dollars (\$ 10%)

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 Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorneys' fee to be fixed by the Court.

If the District awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the 28th day of April, 2020

R Brothers Inc.
Principal
Shahrooz Rastani
By

Philadelphia Indemnity Insurance Company
Surety
Christina Mountz
By Christina Mountz, Attorney-in-Fact

Alliant Insurance Services, Inc.
Name of California Agent of Surety

685 East Carnegie Dr. Ste. 265, San Bernardino, CA 92408
Address of California Agent of Surety

909-886-9861
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.

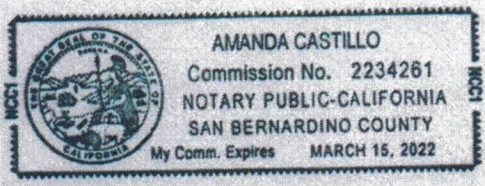
END OF DOCUMENT

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 Bernardino) ss.

On APR 28 2020 before me, Amanda Castillo, Notary Public
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Christina Mountz
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person 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.

Amanda Castillo
Signature of Notary Public

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 this form to another document.

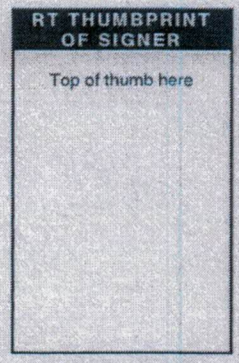
Description of Attached Document

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: _____

- Individual
- Corporate Officer
Title _____
- Partner -- Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer is Representing: _____

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

№ 07927

Amended
Certificate of Authority

THIS IS TO CERTIFY THAT, Pursuant to the Insurance Code of the State of California,

Philadelphia Indemnity Insurance Company

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

Fire, Marine, Surety, Plate Glass,
Liability, Boiler and Machinery, Burglary,
Sprinkler, Automobile, and Miscellaneous

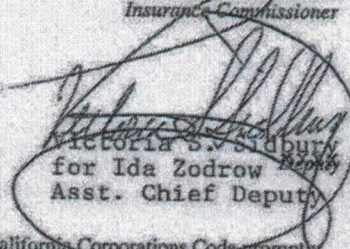
as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

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 14th
day of October, 2004, I have hereunto
set my hand and caused my official seal to be affixed this
14th day of October, 2004

John Garamendi
Insurance Commissioner

By


Victoria S. Sidbury
for Ida Zodrow
Asst. 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.

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Jay P. Freeman, Cynthia J. Young, Laurie B. Druck, Melissa Schwartz and Christina Mountz of Alliant Insurance Services, Inc.**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.00.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **PHILADELPHIA INDEMNITY INSURANCE COMPANY** on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

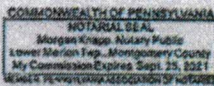
IN TESTIMONY WHEREOF, **PHILADELPHIA INDEMNITY INSURANCE COMPANY** HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public:

residing at:

Bala Cynwyd, PA

My commission expires:

September 25, 2021

I, Edward Sayago, Corporate Secretary of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this APR 28 2020 day of _____, 20_____.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

DESIGNATED SUBCONTRACTORS LIST
(Public Contact Code Sections 4100-4114)

Bidder acknowledges and agrees that it must clearly set forth below the name, location and California contractor license number of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work or who will specially fabricate and install a portion of the Work according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent (0.5%) of Bidder's total Base Bid and the kind of Work that each will perform. Vendors or suppliers of materials only do not need to be listed.

Bidder acknowledges and agrees that, if Bidder fails to list as to any portion of Work, or if Bidder lists more than one subcontractor to perform the same portion of Work, Bidder must perform that portion itself or be subjected to penalty under applicable law. In case more than one subcontractor is named for the same kind of Work, state the portion of the kind of Work that each subcontractor will perform.

If alternate bid(s) is/are called for and Bidder intends to use subcontractors different from or in addition to those subcontractors listed for work under the Base Bid, Bidder must list subcontractors that will perform Work in an amount in excess of one half of one percent (0.5%) of Bidder's total Base Bid plus alternate(s).

If further space is required for the list of proposed subcontractors, attach additional copies of page 2 showing the required information, as indicated below.

- Subcontractor Name:** ODIGOS CONSTRUCTION INC
CA Cont. Lic. #: 1063966 Location: South Lake Tahoe, CA
Portion of Work: Demolition / Grading
- Subcontractor Name:** United Construction & Landscape Inc.
CA Cont. Lic. #: 960915 Location: Northridge, CA
Portion of Work: Landscape / Irrigation
- Subcontractor Name:** Troy's Ornamental Iron Craft
CA Cont. Lic. #: 945177 Location: STANTON, CA 90680
Portion of Work: Chain Link Fence / Gate
- Subcontractor Name:** Suttles Plumbing and Mechanical Corp.
CA Cont. Lic. #: 268688 Location: Simi Valey, CA
Portion of Work: Plumbing

Subcontractor Name: Reyes & Sons Electric, Inc.
CA Cont. Lic. #: 817091 Location: Sylmar, CA
Portion of Work: Electrical

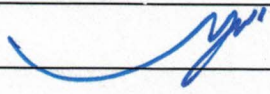
Subcontractor Name: Ferandell Tennis Courts Inc.
CA Cont. Lic. #: 603945 Location: CARLSBAD, CA 92010
Portion of Work: Tennis Court

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

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

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

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

Date: 05/11/2020
Proper Name of Bidder: R Brothers Inc.
Signature: 
Print Name: Shahrooz Rostami
Title: President

END OF DOCUMENT

SITE VISIT CERTIFICATION

Project/Contract between the Oxnard Union High School District ("District") and
R Brothers Inc. ("Contractor" or "Bidder").

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

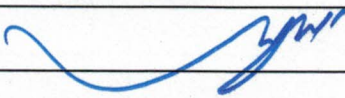
Check option that applies:

I certify that I visited the Site of the proposed Work, 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 _____ (Bidder's representative) 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. 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: 05/11/2020
Signature: 
Print Name: Shahrooz Rostami
Title: President

END OF DOCUMENT

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

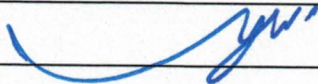
The undersigned declares:

I am the _____ President _____ of _____ of
[Title]
R Brothers Inc. _____, the party making the foregoing bid.
[Name of Firm]

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 05/11/2020,
[Date]
at San Fernando, CA.
[City] [State]

Date: 05/11/2020
Signature: 
Print Name: Shahrooz Rostami
Title: President

END OF DOCUMENT

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

Project/Contract between the Oxnard Union High School District ("District") and
R Brothers 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) R Brothers Inc.	Federal ID Number (or n/a) 26-1857905
By (Authorized Signature) 	
Printed Name and Title of Person Signing Shahrooz Rostami - President	Date Executed 5-11-2020

END OF DOCUMENT