

**BID FORM AND PROPOSAL**

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

From: TELACU Construction Management  
(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:

<p><u>NINE MILLION</u> <u>ONE HUNDRED EIGHTY THOUSAND</u> <b>BASE BID</b></p>	dollars	\$ <u>9,180,000<sup>00</sup></u>
<b><i>Bidder acknowledges and agrees that the Base Bid accounts for any and all costs.</i></b>		

- 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>May 27, 2020</u>	No. _____, Dated _____
No. <u>2</u> , Dated <u>June 12, 2020</u>	No. _____, Dated _____
No. <u>3</u> , Dated <u>June 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.

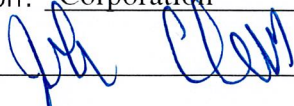
- Q. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the Contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents and registered as a public works contractor with the Department of 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. **Bidder acknowledges 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. **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.**
- V. **Contractor shall provide adequate procedures for the COVID 19 PANDEMIC. 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 this 16th day of June 20 20

Name of Bidder: TELACU Construction Management

Type of Organization: Corporation

Signed by: 

Title of Signer: President

Address of Bidder: 604 N. Eckhoff Street, Orange, CA 92868

Taxpayer Identification No. of Bidder: 95-5428779

Telephone Number: (714) 541-2390

E-mail: jcllem@TELACU.com

Contractor's License No(s): No.: 741851 Class: B Expiration Date: 10/31/2021

No.: \_\_\_\_\_ Class: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

No.: \_\_\_\_\_ Class: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Public Works Contractor Registration No.: 1000012893

END OF DOCUMENT

**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:** KAR CONSTRUCTION

CA Cont. Lic. #: 595709 Location: ONTARIO

Portion of Work: CONCRETE

**Subcontractor Name:** SKID MORE MASONRY

CA Cont. Lic. #: 831162 Location: CANAZILLO

Portion of Work: CMU

**Subcontractor Name:** PACIFIC SINGLE PLY ROOFING

CA Cont. Lic. #: 777968 Location: LA HABRA

Portion of Work: ROOF

**Subcontractor Name:** PERLITE PLASTERING

CA Cont. Lic. #: 284091 Location: BURBANK

Portion of Work: PLASTER

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**(Public Contact Code Sections 4100-4114)**

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**Subcontractor Name:** PACIFIC INTERIOR ENTERPRISES

CA Cont. Lic. #: 711333 Location: VENTURA

Portion of Work: GYP BD / LIGHT GAUGE FRAMING

**Subcontractor Name:** VANGUARD PAINTING

CA Cont. Lic. #: 554570 Location: OXNARD

Portion of Work: PAINTING / COATINGS

**Subcontractor Name:** AI QUALITY BLINDS

CA Cont. Lic. #: 1009294 Location: SAN DIEGO

Portion of Work: SHADES

**Subcontractor Name:** SUTTLES PLUMBING #

CA Cont. Lic. #: 268688 # Location: SAN VALLEY #

Portion of Work: PLUMBING #

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**Subcontractor Name:** LOS ANGELES AIR CONDITIONING #

CA Cont. Lic. #: 209872 # Location: LA VERNE #

Portion of Work: HVAC #

**Subcontractor Name:** SCOTT AND SONS #

CA Cont. Lic. #: 200054 # Location: VENTURA #

Portion of Work: ELECTRICAL #

**Subcontractor Name:** GRIP CRAFT ERECTORS #

CA Cont. Lic. #: 698200 # Location: CAMARILLO #

Portion of Work: STEEL #

**Subcontractor Name:** SMITH

CA Cont. Lic. #: 420418 Location: SANTA MARIA

Portion of Work: ELECTRICAL / HVAC / PLUMBING

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

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**Subcontractor Name:** TROY'S IRON CRAFT

CA Cont. Lic. #: 945177 Location: STANTON

Portion of Work: STEEL

**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: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_

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Portion of Work: \_\_\_\_\_

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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: \_\_\_\_\_

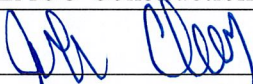
**Subcontractor Name:** \_\_\_\_\_

CA Cont. Lic. #: \_\_\_\_\_ Location: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

Date: June 16, 2020

Proper Name of Bidder: TELACU Construction Management

Signature:  \_\_\_\_\_

Print Name: John Clem

Title: President

END OF DOCUMENT

**SITE VISIT CERTIFICATION**

Project/Contract between the Oxnard Union High School District ("District") and  
TELACU Construction Management ("Contractor" or "Bidder").

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

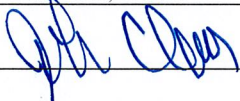
Check option that applies:

       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.

  X   I certify that Kelly Coultrup (Bidder's representative) visited the Site of the proposed Work, received the attached   6   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: June 16, 2020  
Signature:   
Print Name: John Clem  
Title: President

END OF DOCUMENT



## Bid 622 New HVAC Modernization for Rancho Campana High School

### ADDENDUM #1

Dated: May 27, 2020

*All interested parties seeking to submit responses to the Oxnard Union High School District's Bid #622 shall execute the certification at the end of this addendum and shall attach the addendum to the documents submitted to the District.*

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The Oxnard Union High School District hereby amends **Bid 622 HVAC Modernization for RCHS**, as follows:

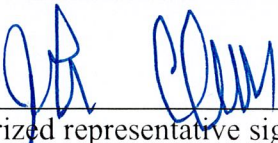
- 1) Bid submittals are hereby required to be submitted **electronically** to [Deanna.Rantz@oxnardunion.org](mailto:Deanna.Rantz@oxnardunion.org). The bid due date and time still apply. Late bids will not be accepted.
- 2) The Bid Bond must be submitted in HARD COPY form and received at the District by the bid due date and time. A COPY of the Bid Bond must be submitted electronically with the bid package.

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#### **BIDDER'S CERTIFICATION**

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

**Dated:** June 16, 2020      **BIDDER:** TELACU Construction Management  
(company/entity)

**By:**       **Printed Name:** John Clem  
(authorized representative signature)

**Title:** President



**Bid 622**  
**Rancho Campana High School HVAC Modernization Project for Oxnard  
Union High School District**

**ADDENDUM #2**

Dated: June 12<sup>th</sup>, 2020

*All interested parties seeking to submit responses to the Oxnard Union High School District's Bid #622 shall execute the certification at the end of this addendum and shall attach the addendum to the documents submitted to the District.*

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**The Oxnard Union High School District hereby amends Bid622 Rancho Campana High School HVAC Modernization Project as follows:**

**1) Question: Is a specific scheduling program required for the project?**

**Answer:** Yes in part, the Contractor shall provide weekly 3-week look ahead schedules using excel or the following. Baseline and Critical Path and Monthly updates shall be either MS Project, P3 or P6 or a Published Scheduling Program compatible with MS Project, P3 or P6. Excel is not an acceptable product for either baseline or critical path.

**2) Question: There are existing Skylight Shades in numerous areas, do they get removed?**

**Answer:** Yes, any and all existing skylight shade are to be removed.

**3) Question: Is a Document Control System Required?**

**Answer:** Yes, the awarded contractor will 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.

The Contractor will implement the use of the following project documentation system. The system license will be purchased by the Contractor for the duration of the project: Duration 24 Months; Project Rancho Campana, Oxnard Union High School District, Construction Manager Bernards. Each General Contractor (Bidder) is to incorporate within their proposal a value of (\$5,500.00) fifty five hundred dollars and zero cents a year for the use of the system listed below. The system will be accessible to all parties related to the project, with the Contractor Manager.

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

- 4) **Question: RFI #01 United Mechanical Contractors, Inc.:** *Ref E2.01 but typical for power plans.* On the power plans, the cassette type FCU units show having (2) motor rated switches. The Attached product data sheet for the scheduled equipment seems to indicate (1) is required. Please clarify, as this seems as if is an error on the drawings.

**Answer:** See Response by Architect in Attachment A

5) **Question: Viola RFI #01**

- a) Roof reconstruct Note such as 7/A2.21 & 7/A2.22 state to "Patch and repair existing roof to like new condition" Roof plan Demo notes 3, 6/A2.17 are the only reference that the existing roofing is Tremco. Currently there are no roof specifications in the project manual, can these specifications be provided so the scope is properly bid?
- b) Ceiling Demo keynote 6/A2.11 states to reference "Extend (E) fire sprinkler heads to new indicated ceilings/ceiling height" General Note 1/A2.14 & A2.16 also mention to adjust and extend heads. I found the fire sprinkler system briefly referenced in section 22 05 00 pipe testing. 22 05 53 identification, and 28 31 00 fire detection and alarm. Are these the only specifications for the fire sprinkler system?

**Answer:** See Response by Architect in Attachment B

- 6) **Question: Los Angeles Air Conditioning, Inc. RFI #01 Referencing: Bldg. C3, Computer lab C3-104.** The above room is full of computer stations, who is responsible for disconnecting / reinstalling all of these computers from the network and removing out of the work area?

**Answer:** District will move all personal, books and computer system from Building to Relocatable Classrooms and Back to original location after Contractor has completed work and disinfected. See Attachment C

- 7) **Question: Viola RFI #02: Ref Bid Form, Instructions to Bidders, and Notice to Proceed:** Paragraph S. in Bid Form calls for Prime Contractor will pay for each classroom contents to be removed, stored, and returned to same permanent and provide (3) 10' x 40' weather tight storage containers for all miscellaneous FF&E.
- a) Please clarify the material and quantity so that we can quantify price.
- b) Please clarify if Phasing affect the number of moves.
- c) Please clarify location where bins are to be stored to quantify distance and time needed to move from classrooms to storage.

**Answer:** See Response in Attachment D

- 8) **Question: Los Angeles Air Conditioning, Inc. RFI #02 Referencing: Bldg. E piping enclosure drawing M4.03 at Grids (E-F) x (E-17.3).** At this location you have a glass window and we don't think the pipe will fit above this window. If this is your intent, please show a detail and direction on how to build this pipe chase alongside this window.

**Answer:** See Response by Architect in Attachment E

**9) Question: Los Angeles Air Conditioning, Inc. RFI #03.**

3. Please provide sequence of Operation regarding Building demo and reconstruction.
4. Please clarify will The District Maintenance and Operations provide direction of where salvageable items during demo will be stored for district use.
5. Below snip-it is Drawing A1.04 detail 3 reflects double wall please clarify if double wall is what is to be provided or if new detail will be provided.
6. Please provide trench details (WxD) for plumbing CHW S&R underground lines.  
- What materials are to be used at backfill of trenches (native or slurry)?
7. M2.01 Demo detail note M – remove OSA Damper – will this require any re-fabrication to support new relief damper?
8. What is required on roof top for new gravity vents to be installed by Mech.
9. What is required on roof top for new Exhaust Fans to be installed by Mech?
10. What is required on roof top for new OSA to be installed by Mech?
11. Who will be covering Special inspections – concrete / welded stud framing?
12. Will CMU caps be acceptable to be used at top of CMU walls opposed to 2" poured in place concrete? network and removing out of the work area?

**Answer:** See Response by Architect in Attachment F

**10) Question: Classroom Cleaning and Disinfect prior to occupancy by others?**

**Answer:** All classrooms shall be cleaned per contract documents. In addition the Contractor will be required to disinfect by the use of a manufactured Alcohol product that contains a minimum of 70% alcohol or meets the CDC guidelines for cleaning and disinfecting facilities. The Project Manager shall be required to witness and signoff for each area disinfected. See attached CDC Cleaning and Disinfecting your facility (3) page document in attachment G.

**11) Question: Time for Completion Clarification. Please confirm project completion date.**

**Answer:** Final Work / Closeout Completion Date of March 24<sup>th</sup>, 2022.

12) See attachments (A - K) documents revising present information.

**BIDDER'S CERTIFICATION**

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

**Dated:** June 16, 2020 **BIDDER:** TELACU Construction Management  
(Company/Entity)

**By:**  **Printed Name:** John Clem  
(Authorized representative signature)

**Title:** President



**Bid 622**  
**Rancho Campana High School HVAC Modernization Project for Oxnard  
Union High School District**

**ADDENDUM #3**

Dated: June 12<sup>th</sup>, 2020

*All interested parties seeking to submit responses to the Oxnard Union High School District's Bid #622 shall execute the certification at the end of this addendum and shall attach the addendum to the documents submitted to the District.*

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The Oxnard Union High School District hereby amends Bid622 Rancho Campana High School HVAC Modernization Project as follows:

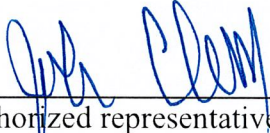
- 1) **Question: Pages 23 20 16-4 and 23 20 16-5 of the attached spec section 23 20 16 (Attachment A) indicates metal underground piping, but the HVAC drawings indicate the Niron polypro piping. Please clarify.**

**Answer:** All of the underground 4-pipe system is supposed to be the Niron Polypro piping per the drawings. Kindly ignore the attachment K in Bid Addendum #2.

**BIDDER'S CERTIFICATION**

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

**Dated:** June 16, 2020      **BIDDER:** TELACU Construction Management  
(Company/Entity)

**By:**       **Printed Name:** John Clem  
(Authorized representative signature)

**Title:** President

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

The undersigned declares:

I am the President of  
[Title]  
TELACU Construction Management, 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 June 16, 2020,  
[Date]

at Orange, CA.  
[City] [State]

Date: June 16, 2020

Signature: 

Print Name: John Clem

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  
\_\_\_\_\_ TELACU Construction Management \_\_\_\_\_ ("Contractor" or "Bidder").

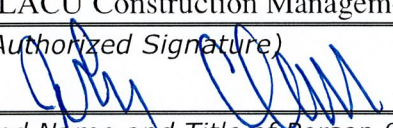
Prior to bidding on or submitting a proposal for a contract for goods or services of \$1,000,000 or more, the bidder/proposer must submit this certification pursuant to Public Contract Code section 2204.

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) TELACU Construction Management	Federal ID Number (or n/a) 95-5428779
By (Authorized Signature) 	
Printed Name and Title of Person Signing John Clem, President	Date Executed Jun 16, 2020

END OF DOCUMENT

**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, TELACU CONSTRUCTION MANAGEMENT, as Principal ("Principal"), and LIBERTY MUTUAL 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% of amount 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 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 10th day of June, 2020.

TELACU CONSTRUCTION MANAGEMENT

Principal

By John Clem, President

LIBERTY MUTUAL INSURANCE COMPANY

Surety

By Donna Garcia, Attorney-In-Fact

Donna Garcia

Name of California Agent of Surety

707 Wilshire Blvd., Suite 2600, Los Angeles, CA 90017  
Address of California Agent of Surety

(213) 630-3200

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

# 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 Los Angeles

JUN 10 2020

On \_\_\_\_\_ before me, Meghan Hanes, Notary Public, personally appeared Donna Garcia 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.



Signature

Meghan Hanes

Signature of Notary Public



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: 8198054-024029

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, B. Aleman, Tracy Aston, Thomas Branigan, Lisa K. Crail, Ashraf Elmasry, Samantha Fazzini, Donna Garcia, Simone Gerhard, April Martinez, Rosa E. Rivas, Paul Rodriguez, Edward C. Spector, Marina Tapia, Nathan Varnold, KD Wapato

all of the city of Los Angeles state of California 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 28th day of November, 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 28th day of November, 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 JUN 10 2020 day of



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.

No 2131

2131

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,

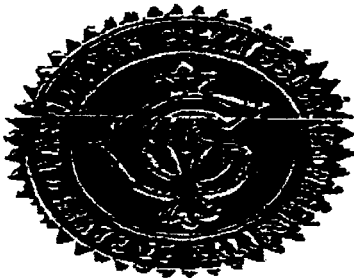
LIBERTY MUTUAL INSURANCE COMPANY

of BOSTON, MASSACHUSETTS, organized under the laws of MASSACHUSETTS, 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, DISABILITY, PLATE GLASS, LIABILITY, WORKMEN'S COMPENSATION, COMMON CARRIER LIABILITY, BOILER AND MACHINERY, BURGLARY, CREDIT, SPRINKLER, TEAM AND VEHICLE, AUTOMOBILE, AIRCRAFT 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 15TH day of NOVEMBER, 1961, I have hereunto set my hand and caused my official seal to be affixed this 15TH day of NOVEMBER, 1961.



F. BRITTON McCONNELL  
Insurance Commissioner

By John H. Anderson  
Deputy

**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 Orange }

On June 11, 2020 before me, Reina Martinez, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared John Clem  
Name(s) of Signer(s)

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.

Signature Reina Martinez  
Signature of Notary Public

Place Notary Seal and/or Stamp Above

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Bid Bond  
Document Date: June 10, 2020 Number of Pages: 5  
Signer(s) Other Than Named Above: No other signers

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: John Clem Signer's Name: \_\_\_\_\_  
 Corporate Officer – Title(s): President  Corporate Officer – Title(s): \_\_\_\_\_  
 Partner –  Limited  General  Partner –  Limited  General  
 Individual  Attorney in Fact  Individual  Attorney in Fact  
 Trustee  Guardian of Conservator  Trustee  Guardian of Conservator  
 Other: \_\_\_\_\_  Other: \_\_\_\_\_  
Signer is Representing: \_\_\_\_\_ Signer is Representing: \_\_\_\_\_