

**CITY OF OXNARD  
PUBLIC WORK CONTRACT**

DATE OF CONTRACT: May 15, 2012  
SPECIFICATION NUMBER: GS11-13  
NAME OF CONTRACTOR: Ardalan Construction Co., Inc.  
ADDRESS: 1459 E. Thousand Oaks Blvd., Ste. G1  
Thousand Oaks, CA 91362  
Phone: 805-496-7273 Fax: 805-496-7310

**PROJECT DESCRIPTION: City Environmental Resources Del Norte Facility Restroom Remodel** –The project consists of the renovation of existing restroom facilities located at 111 Del Norte Blvd. and include but not limited to demolition of old and installation of new fixtures, lockers and keyless entry system; electrical work; epoxy flooring; painting and new store front door; other related work items.

This is a contract for Public Work, as defined in Chapter 1 of Part 7 of Division 2 of the Labor Code, to which Labor Code Section 1771 applies. In providing services under this Contract, Contractor shall comply with all applicable laws, ordinances and regulations, including the laws contained in Sections 1720 through 1861 of the California Labor Code. Contractor shall pay prevailing wages to all workers employed to provide services under this Contract.

This contract is made at Oxnard, California, as of this 15th day of May, 2012, between the City of Oxnard, called herein the "City", and the above-named Contractor for the construction of the Capital Improvement Project described herein. The parties hereto agree as follows:

1. **CONTRACT PRICE**

Contractor shall perform the work described and the City shall pay the Contractor, in full payment for said work, the following sums for the following items:

See attached proposal bid schedule, which is made a part of this contract.

Total: \$163,000.00

The above sums include all taxes and the costs of any required bonds.

2. **PAYMENT SCHEDULE**

The City will pay the Contractor the contract price in accordance with Section 9.3 of the Standard Specifications for Public Works Construction or in accordance with the following schedule if specified.

**CITY OF OXNARD  
PUBLIC WORK CONTRACT**

The Contractor may replace any payments retained by the City with securities in the same amount and the Contractor shall be the beneficial owner of said securities and interest earned (See Public Contract Code, Section 22300).

City shall make the final payment to Contractor by releasing amounts retained from progress payments made to Contractor. Such payment need not be made earlier than 35 days, and will be made no later than 60 days, after the project completion date indicated on the Notice of Completion for the Project. City shall withhold from such payment 125% of amounts claimed in stop notices filed in connection with the Project and 150% of amounts in dispute between City and Contractor.

**3. THE WORK**

Contractor shall furnish all tools, equipment, apparatus, facilities, labor and materials necessary to, and shall perform and complete in a good, safe and workmanlike manner, the work generally described as follows:

The project consists of the renovation of the City's Environmental Resources Del Norte Facility Restrooms located at 111 Del Norte Boulevard. The renovation will include all work per the plans and specifications that were provided for bid purposes. This work will include but not be limited to the demolition of existing fixtures and installation of new fixtures; including lockers; electrical work; epoxy flooring; painting; a new keyless entry system; new store front door and all other related work as described in the bid documents.

**4. CONTRACT DOCUMENTS**

The complete contract consists of all the following which are specifically incorporated herein by reference:

- (A) The Notice Inviting Bids
- (B) This Contract - Number A-7493
- (C) Addenda – Numbers Clarification (1)
- (D) Specification Number GS11-13
- (E) Plans or Drawing Number GS11-13A
- (F) Contractor's Bid Proposal and List of Subcontractors
- (G) Performance and Payment Bonds as required by the specifications and applicable law. Unless otherwise specified, each such bond shall be 100 percent (100%) of the contract price.
- (H) Insurance as required by the specifications and applicable law
- (I) All applicable wage determinations, safety and health regulations, non-discrimination provisions and labor standards, including, but not limited to, such

**CITY OF OXNARD  
PUBLIC WORK CONTRACT**

items enumerated in the specifications and addenda thereto. If this Contract is federally assisted, attached HUD Form 4010 shall apply.

The Contractor by signing hereunder acknowledges he has reviewed all the foregoing documents and agrees with the requirements, conditions and covenants contained therein.

**5. NOTICE OF THIRD PARTY CLAIM**

Within five days of the date that the Contractor receives any third-party claim relating to this contract, the Contractor shall provide written notice thereof and a copy of the claim to the City's Public Works Director.

**6. TIME OF COMPLETION**

The time limit for the completion of the work is 60 calendar days beginning 7 days after the Notice to Proceed is mailed or otherwise given to the Contractor.

**CITY OF OXNARD**

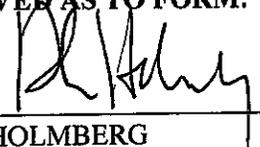
**CONTRACTOR: Ardalan Construction Co.**

\_\_\_\_\_  
KAREN BURNHAM  
INTERIM CITY MANATER

  
\_\_\_\_\_  
MOZAFAR ARDALAN, PRESIDENT

**APPROVED AS TO FORM:**

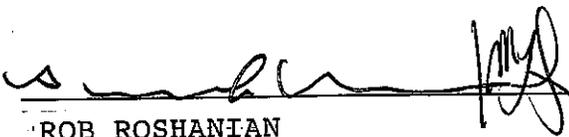
**APPROVED AS TO INSURANCE:**

  
\_\_\_\_\_  
ALAN HOLMBERG  
CITY ATTORNEY

  
\_\_\_\_\_  
JAMES CAMERON  
RISK MANAGER

**DEPARTMENTAL APPROVAL AS TO CONTENT AND AMOUNT:**

  
\_\_\_\_\_  
MICHAEL HENDERSON, SUPERINTENDENT  
PURCHASING AGENT/ CM GENERAL SERVICES

  
\_\_\_\_\_  
ROB ROSHANIAN  
INTERIM PUBLIC WORKS DIRECTOR

**CITY OF OXNARD**  
**SPECIFICATION NUMBER GS11-13**

**CERTIFICATE OF COMPLIANCE**  
**STATE AND LOCAL REQUIREMENTS**

The following certifications are required by city ordinance or state law and must be filed with the City **prior to final execution of the contract**. The contractor shall submit original signed copies of certifications for the contractor and all covered sub-contractors.

1. CERTIFICATION OF NON-SEGREGATED FACILITIES – (REQUIRED FOR ALL CONTRACTS EXCEEDING \$10,000 AND FOR ALL FEDERALLY-FINANCED PROJECTS).

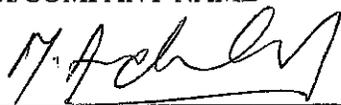
I certify that I do not and will not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not and will not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I agree that a breach of this certification is a violation of the equal opportunity clause of this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. I agree that (except where I have obtained identical certifications from proposed contractors for specific time periods) I will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from provisions of the equal opportunity clause, and that I will retain a copy of these certifications in my files.

2. CERTIFICATION REGARDING WORKERS'S COMPENSATION

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for worker's 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.

ARDALAN CONST. CO., INC.

FIRM/COMPANY NAME

  
SIGNATURE OF  
AUTHORIZED REPRESENTATIVE

MOZAFAR ARDALAN, PRES.

NAME AND TITLE OF  
AUTHORIZED REPRESENTATIVE

5/7/12  
DATE OF EXECUTION

**CITY OF OXNARD  
SPECIFICATION NUMBER GS11-13**

Bond Number: 024038613  
Premium: Included

**PAYMENT BOND  
ONE HUNDRED PERCENT (100%) OF CONTRACT PRICE**

The City of Oxnard, on May 15, 2012 awarded to Ardalan Construction Company, Inc.  
("Principal"), the contract of which a copy is attached hereto and made a part hereof for the work  
described as follows: Contract No. -A-7493; GS11-13-Environmental Resources Del Norte Facility Restroom

Now, therefore, Principal and The Ohio Casualty Insurance Company  
("Surety") agree to be bound to the City of Oxnard in the sum of One Hundred Sixty Three Thousand and 00/100  
Dollars (\$ 163,000.00 ), or such greater sum as the contract may be amended to provide as payment to  
Principal, for the payment of which Principal and Surety bind themselves, their heirs, executors,  
administrators, successors and assigns, jointly and severally.

This payment bond ("bond") is such that if Principal or its subcontractors shall fail to pay any of the  
persons named in Section 3181 of the Civil Code, or amounts due under the Unemployment Insurance  
Code with respect to work or labor performed by any such claimant under the contract, or for any amount  
required to be deducted, withheld, and paid over to the Employment Development Department from the  
wages of employees of Principal or its subcontractors pursuant to Section 13020 of the Unemployment  
Insurance Code, with respect to such work and labor, then Surety will pay for the same, in or to an  
amount not exceeding the amount hereinabove set forth, and also will pay to the City of Oxnard, in case  
suit is brought against the City of Oxnard upon this bond or upon Principal's failure to pay such amounts,  
costs of suit and such reasonable attorneys' fees, if any, as are fixed by the court.

Further, this bond inures to the benefit of any persons named in Section 3181 of the Civil Code so as to  
give a right of action to such persons or their assigns in any suit brought upon this bond.

Further, Surety, for value received, hereby stipulates and agrees that no change, extension of time,  
alteration or addition to the terms of the contract, the amount to be paid to Principal, the work to be  
performed thereunder, or to the plans or specifications accompanying the same shall in any wise affect  
Surety's obligations on this bond, and Surety does hereby waive notice of any such change, extension of  
time, alteration or addition.

**CITY OF OXNARD  
SPECIFICATION NUMBER GS11-13**

**PAYMENT BOND  
ONE HUNDRED PERCENT (100%) OF CONTRACT PRICE**

Further, the final payment pursuant to the contract between the City of Oxnard and Principal shall not abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

Further, this bond shall remain in full force and effect for six months following the applicable period for filing stop notices as set forth in Section 3184 of the Civil Code.

In witness whereof, principal and surety have executed this document this 15th day of May, 2012.

Ardalan Construction Company, Inc.  
\_\_\_\_\_  
PRINCIPAL  
BY   
\_\_\_\_\_  
(SEAL)  
Mozafar Ardalan, President

The Ohio Casualty Insurance Company  
\_\_\_\_\_  
SURETY  
BY   
\_\_\_\_\_  
(SEAL)  
Kevin P. Reed, Attorney-in-Fact

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of ORANGE

On May 15, 2012 before me, Brandon K. Grindel, Notary Public  
(Here insert name and title of the officer)

personally appeared Kevin P. Reed

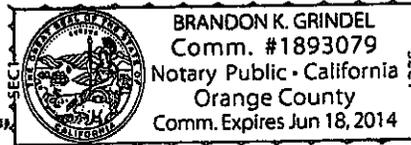
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), 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.

Brandon K. Grindel  
Signature of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT	
(Title or description of attached document)	
(Title or description of attached document continued)	
Number of Pages _____	Document Date <u>May 15, 2012</u>
(Additional information)	

CAPACITY CLAIMED BY THE SIGNER	
Individual (s)	
Corporate Officer	
(Title)	
<input type="checkbox"/> Partner(s)	
<input checked="" type="checkbox"/> Attorney-in-Fact	
<input type="checkbox"/> Trustee(s)	
Other _____	

### INSTRUCTIONS FOR COMPLETING THIS FORM

*Any acknowledgment completed on California must comply verbatim exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to this document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment wording as may be printed on such a document so long as the wording does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the exact date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~notarization~~, ~~is~~ ~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression is illegible, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ◊ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ◊ Indicate title or type of attached document, number of pages and date.
  - ◊ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed 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.

Certificate No. \_\_\_\_\_

American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Liberty Mutual Insurance Company  
Peerless Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of Ohio, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, that Peerless Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, 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, KEVIN P. REED, MARCUS REED, .....

all of the city of SANTA ANA, 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 8th day of March, 2012.



American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
Peerless Insurance Company  
West American Insurance Company

By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss  
COUNTY OF KING

On this 8th day of March, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, Peerless Insurance 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 Seattle, Washington, on the day and year first above written.



By: KD Riley  
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless 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 Gregory W. Davenport, Assistant Secretary to appoint such attorney-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, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which 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 15th day of May, 2012.



By: David M. Carey  
David M. Carey, Assistant Secretary

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

To confirm the validity of this Power of Attorney call

**CITY OF OXNARD  
SPECIFICATION NUMBER GS11-13**

Bond Number: 024038613  
Premium: \$3,445

**PERFORMANCE BOND  
ONE HUNDRED PERCENT (100%) OF CONTRACT PRICE**

Ardalan Construction Company, Inc. ("Contractor"), as Principal, and The Ohio Casualty Insurance Company ("Surety") hereby agree to be bound to the City of Oxnard ("City"), in the sum of \*\* \_\_\_\_\_ Dollars (\$\*\* ., or such greater sum as the attached contract may be amended to provide as payment to Contractor, for the payment of which Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

One Hundred Sixty Three Thousand and 00/100 Dollars (\$163,000.00)

This performance bond ("bond") is required because Contractor has been awarded and is about to enter into the attached contract with City for the construction of: Contract No. -A-7493; GS11-13-Environmental Resources Del Norte Facility Restroom

\_\_\_\_\_ and is required by City to give this bond in connection with the execution of the contract.

If Contractor satisfactorily performs all the covenants and obligations of the contract on Contractor's part to be done and performed at the times and in the manner specified therein, then this bond shall be null and void one year after final acceptance of the Contractor's performance by City; otherwise this bond shall be and remain in full force and effect.

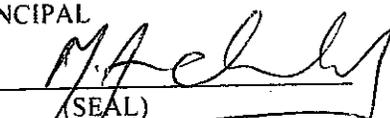
Further, no extension of time, change or addition to the terms of the contract, alteration in the work to be done, the amount to be paid to Contractor or the materials to be furnished, or change to the plans and specifications accompanying the contract, shall in any way release or change the obligations of either Contractor or Surety on this bond, and notice of such alterations, changes, additions or extensions is hereby waived by Surety.

In witness whereof, Contractor and Surety have executed this document this 15th day of May, 2012.

Ardalan Construction Company, Inc.

PRINCIPAL

BY



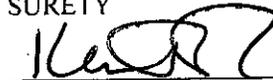
(SEAL)

Mozafar Ardalan, President

The Ohio Casualty Insurance Company

SURETY

BY



(SEAL)

Kevin P. Reed, Attorney-in-Fact

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of ORANGE

On May 15, 2012 before me, Brandon K. Grindel, Notary Public  
(Here insert name and title of the officer)

personally appeared Kevin P. Reed

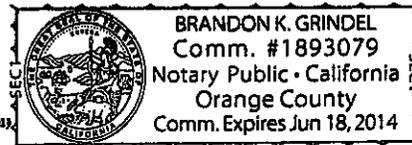
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), 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.

*Brandon K. Grindel*  
Signature of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

### INSTRUCTIONS FOR COMPLETING THIS FORM

*Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they - is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression scuffs, re-seal if a sufficient area remains, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ◊ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ◊ Indicate title or type of attached document, number of pages and date.
  - ◊ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary)
- Securely attach this document to the signed document.

DESCRIPTION OF THE ATTACHED DOCUMENT	
(Title or description of attached document)	
(Title or description of attached document continued)	
Number of Pages _____	Document Date <u>May 15, 2012</u>
(Additional information)	

CAPACITY CLAIMED BY THE SIGNER	
Individual (s)	
Corporate Officer	
(Title)	
<input type="checkbox"/> Partner(s)	
<input checked="" type="checkbox"/> Attorney-in-Fact	
<input type="checkbox"/> Trustee(s)	
Other _____	

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

5230619

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.

Certificate No. \_\_\_\_\_

American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Liberty Mutual Insurance Company  
Peerless Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of Ohio, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, that Peerless Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, 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: KEVIN R. REED, MARCUS REED, .....

all of the city of SANTA ANA, 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 8th day of March, 2012.



American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
Peerless Insurance Company  
West American Insurance Company

By: *Gregory W. Davenport*  
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss  
COUNTY OF KING

On this 8th day of March, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, Peerless Insurance 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 Seattle, Washington, on the day and year first above written.



By: *KD Riley*  
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless 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 Gregory W. Davenport, Assistant Secretary to appoint such attorney-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, whenever 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, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which 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 8th day of March, 2012.



By: *David M. Carey*  
David M. Carey, Assistant Secretary

POA - AFCC, LMIC, OCIC, PIC & WAIC  
LMS\_12873\_012012

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

To confirm the validity of this Power of Attorney call

**INSURANCE REQUIREMENTS FOR CONSTRUCTION PROJECTS  
(WITH BUILDER'S RISK REQUIREMENT)**

1. Contractor shall obtain and maintain during the performance of any services under this Contract the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Contractor, its agents, representatives, employees or subcontractors.

a. Commercial General Liability Insurance, including a Contractual Liability Endorsement, in an amount not less than \$2,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG0001ED, November 1988). If a general aggregate limit is used, that limit shall apply separately to the project location or shall be twice the occurrence amount;

b. Business Automobile Liability Insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office Automobile Liability Coverage (Occurrence Form CA000T, ED June 1992) covering Code No. 1, "any auto;"

c. If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than \$1,000,000, with neither Contractor nor listed subcontractors having less than \$500,000 individually. The Professional Liability/Errors and Omissions Insurance must be project specific with at least a one-year extended reporting period, or longer upon request.

d. Course of Construction Insurance providing coverage for "all risks" of loss in an amount not less than the completed value of the project, with City named as Owner and Insured.

e. Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than \$1,000,000 per claimant.

2. Contractor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-E. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be forwarded to the Risk Manager, addressed as follows:

City of Oxnard  
Risk Manager  
Reference No. A-7493  
300 West Third Street, Suite 302  
Oxnard, California 93030

3. Contractor agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

4. Contractor agrees that the Commercial General Liability and Business Automobile Liability Insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-E or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements.**

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

7. All insurance standards applicable to Contractor shall also be applicable to Contractor's subcontractors. Contractor agrees to maintain appropriate agreements with subcontractors and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

## INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

### *Certificates of Insurance*

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number.

### *Endorsement Forms*

Original endorsements are required for general liability and automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that you use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the sample accord form.

INS-E-2M Limit-Use.doc

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/4/2012

<b>PRODUCER</b> <b>ALL-BUDGET INSURANCE AGENCY</b> 4047 Saviers Rd Oxnard, CA 93033 (805) 487-0202		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
<b>INSURED</b> <b>ARDALAN CONSTRUCTION COMPANY, INC.</b>  1459 Thousand Oaks Blvd. #G1 THOUSAND OAKS, CA 91362 805-822-9393		<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC#</b>
		INSURER A: <b>Scottsdale Insurance Company</b>	
		INSURER B: <b>Victoria Insurance Company</b>	
		INSURER C: <b>NATIONAL UNION FIRE INS. CO OF PITTSBURGH, PA</b>	
		INSURER D: <b>State Fund Compensation Ins.</b>	
		INSURER E: <b>NATIONAL UNION FIRE INS CO OF PITTSBURGH, PA</b>	

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

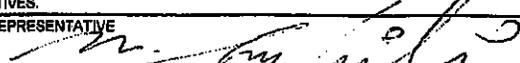
INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY	CPS1371312	05/22/11	05/22/12	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMSMADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
B		AUTOMOBILE LIABILITY	3944932	04/15/12	04/15/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		<input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
C		EXCESS/UMBRELLA LIABILITY	BE017065287	05/22/11	05/22/12	EACH OCCURRENCE \$ 4,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMSMADE DEDUCTIBLE \$ RETENTION \$				AGGREGATE \$ 4,000,000 Products - comp. op Agg \$
D		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	0000355-2012	05/01/12	05/01/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
		OTHER				
E		Excess Liab. Auto & Employers	BE017065287	05/22/11	05/22/12	Each occur. and Aggregate \$4000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Contact #A-7493, GS11-13-Environmental Resources Del Norte Facility located at 111 Del Norte Boulevard.

City of Oxnard, its City Council, Officers, employees are added as additional insured

Certificate holder is added as additional insured.

<b>CERTIFICATE HOLDER</b>  City of Oxnard Attn: Risk Manager Reference No. A-7493 300 W. Third Street, Suit 302 Oxnard, CA 93030	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
CPS1371312	05/22/2011	ARDALAN CONSTRUCTION COMPANY, INC.	04041

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS SPECIAL CONDITION**

If any of the endorsements below are attached to this policy, coverage provided by the additional insured endorsement is amended to be afforded on a primary, noncontributory or primary and noncontributory basis when and as agreed to in writing in a contract or agreement between you and the additional insured.

Additional Insured - Owners, Lessees Or Contractors - Scheduled Person Or Organization (CG 20 10)

Additional Insured - State Or Political Subdivisions - Permits (CG 20 12)

Additional Insured - Owners, Lessees Or Contractors - Automatic Status When Required In Construction Agreement With You (CG 20 33)

Additional Insured - Owners, Lessees Or Contractors - Completed Operations (CG 20 37)

Other: (Specify title and form number)

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AUTHORIZED REPRESENTATIVE
DATE

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - AUTOMATIC STATUS WHEN  
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A. Section II - Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Person Or Organization:**

"ANY PERSON OR ORGANIZATION WITH WHOM THE INSURED HAS AGREED TO WAIVE RIGHTS OF RECOVERY, PROVIDED SUCH AGREEMENT IS MADE IN WRITING AND PRIOR TO THE LOSS"

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

TABELLATION OF BIDS											
SPECIFICATION NO. GS11-13											
BID OPENING DATE: April 18, 2012											
City Environmental Resources -Del Norte Facility Restroom Remodel											
ITEM NO.	ITEM DESCRIPTION	QTY	U/M	#1 Low Bidder UNIT COSTS	#1 TOTAL	#2 UNIT COSTS	#2 TOTAL	#3 UNIT COSTS	#3 TOTAL	#4 UNIT COSTS	#4 TOTAL
1	Mobilization/Demobilization	1	LS	\$2,000.00	\$2,000.00	\$19,915.00	\$19,915.00	\$25,000.00	\$25,000.00	\$1,000.00	\$1,000.00
2	Remodel of Restroom Facilities Complete -include all Selective Demo, Work as required and Installation of New Fixture and Feature Items as Per Plans and Specifications	1	LS	\$147,000.00	\$147,000.00	\$140,056.00	\$140,056.00	\$142,000.00	\$142,000.00	\$158,580.00	\$158,580.00
3	Installation of Keyless Entry System - Complete per Plans and Specifications	1	LS	\$12,000.00	\$12,000.00	\$1,595.00	\$1,595.00	\$3,000.00	\$3,000.00	\$13,719.00	\$13,719.00
4	Installation of Aluminum Store Front Complete - Per Plans and Specifications	1	LS	\$2,000.00	\$2,000.00	\$4,400.00	\$4,400.00	\$4,000.00	\$4,000.00	\$1,660.00	\$1,660.00
GRAND TOTAL SUBMITTED					\$163,000.00		\$165,966.00		\$174,000.00		\$174,959.00
GRAND TOTAL VERIFIED					\$163,000.00		\$165,966.00		\$174,000.00		\$174,959.00
SUBCONTRACTOR LIST											
				Semel Const. Eng. 2935 Camino del Zorro Thousand Oaks, CA 91360	Bright Light Electric Contractor 22959 Hummingbird Way Calabasas, CA 91302	Venco Electric 2360 Sturgis Rd. Oxnard, CA 93030	STS Drywall 1559 Polans Lane Benamont, CA				
				John Pence Bldg. Specialties P.O. Box 7159 Oxnard, CA 93031	Hansen Screen & Glass 1527 Centinela Ave. Inglewood, CA 90302	Anram Co. 206 No. Delmont St. Glendale, CA 91206	Stumbaugh 3283 No. San Fernando Blvd. Burbank, CA 91502				
				Green Plumbing 587 E. Harvard Blvd. #202 Santa Paula, CA 93060	Penner Partitions, Inc. 3501 E. La Palma Ave. Anaheim, CA 92086	Coast to Coast 3605 S. Harbor Blvd. Oxnard, CA 93035	Sumbelt Flooring 14251 Fern Ave. Chino, CA 91710				
				RA Electric P.O. Box 6579 Ventura, CA 93006	Engineered Storage Systems 1038 W. Kirkwall Rd. Azusa, CA 91702	Penner Partitions 3501 E. La Palma Ave. Anaheim, CA 92806	Healy Electric 2186 Eastman Ave., #111 Ventura, CA 93003				
						Specialty Floor, Inc. 3517 Campbell St. Riverside, CA 92509	John Pence Bldg. Specialties P.O. Box 7159 Oxnard, CA 93031				
						Engineered Storage Systems 1038 W. Kirkwall Rd. Azusa, CA 91702	Center Glass 3910 Market St. Ventura, CA 93003				
						American Vet Construction P.O. Box 1102 Grover Beach, CA 93483	Simplex-Grinnell 1325 Grand Central Glendale, CA 91201				

TABULATION OF BIDS		SPECIFICATION NO. GS11-13				#5		#6		#7		#8	
BID OPENING DATE: April 18, 2012		QTY	UM	Unit COSTS	TOTAL	Unit COSTS	TOTAL	Unit COSTS	TOTAL	Unit COSTS	TOTAL	Unit COSTS	TOTAL
ITEM NO.	ITEM DESCRIPTION												
	Mobilization/Demobilization	1	LS	\$1,000.00	\$1,000.00								
	Remodel of Restroom Facilities Complete -Include all Selective Demo. Work as required and Installation of New Fixtures and Feature Items as Per Plans and Specifications	1	LS	\$163,333.00	\$163,333.00								
2	Installation of Keyless Entry System - Complete per Plans and Specifications	1	LS	\$16,000.00	\$16,000.00								
4	Installation of Aluminum Store Front Complete - Per Plans and Specifications	1	LS	\$1,000.00	\$1,000.00								
<b>GRAND TOTAL SUBMITTED</b>					\$181,333.00								
<b>GRAND TOTAL VERIFIED</b>					\$181,333.00								
<b>SUBCONTRACTOR LIST</b>													
				Sunbelt Flooring 14251 Fern Ave. Chino, CA 91710				John Pence Bldg. Specialties P.O. Box 7159 Oxnard, CA 93031					
				John Pence Bldg. Specialties P.O. Box 7159 Oxnard, CA 93031				Simplex- Grinnell 1325 Grand Central Glendale, CA 91201					
				Engineered Storage Systems 1038 W. Kirkwall Rd. Azusa, CA 91702				Center Glass 3910 Market St. Ventura, CA 93003					
				Wilson Plumbing 712 Jasmine Ave. Ventura, CA				Premier Coatings 12455 Loraine Ave. Chino, CA 91710					
				101 Glass 1613 Pacific Ave. Oxnard, CA				JMS Electric 859 3rd Ave. Los Angeles, CA 92509					
								John Pence Bldg. Specialties P.O. Box 7159 Oxnard, CA 93031					
								Simplex- Grinnell 1325 Grand Central Glendale, CA 91201					
								Center Glass 3910 Market St. Ventura, CA 93003					
								Premier Coatings 12455 Loraine Ave. Chino, CA 91710					
								JMS Electric 859 3rd Ave. Los Angeles, CA 92509					
								Wilson Plumbing 712 Jasmine Ave. Ventura, CA					
								101 Glass 1613 Pacific Ave. Oxnard, CA					
								Engineered Storage Systems 1038 W. Kirkwall Rd. Azusa, CA 91702					
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								John Pence Bldg. Specialties P.O. Box 7159 Oxnard, CA 93031					
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								John Pence Bldg. Specialties P.O. Box 7159 Oxnard, CA 93031					
								Sunbelt Flooring 14251 Fern Ave. Chino, CA 91710					
								John Pence Bldg. Specialties P.O. Box 7159 Oxnard, CA 93031					
								Center Glass 3910 Market St. Ventura, CA 93003					
								Premier Coatings 12455 Loraine Ave. Chino, CA 91710					
								JMS Electric 859 3rd Ave. Los Angeles, CA 92509					
								Wilson Plumbing 712 Jasmine Ave. Ventura, CA					
								101 Glass 1613 Pacific Ave. Oxnard, CA					
								Engineered Storage Systems 1038 W. Kirkwall Rd. Azusa, CA 91702					
								John Pence Bldg. Specialties P.O. Box 7159 Oxnard, CA 93031					
								Sunbelt Flooring 14251 Fern Ave. Chino, CA 91710					
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								Center Glass 3910 Market St. Ventura, CA 93003					
								Premier Coatings 12455 Loraine Ave. Chino, CA 91710					
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								Wilson Plumbing 712 Jasmine Ave. Ventura, CA					
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								Premier Coatings 12455 Loraine Ave. Chino, CA 91710					

TABULATION OF BIDS													
SPECIFICATION NO. GS11-13													
City Environmental Resources -Del Norte Facility Restroom Remodel													
BID OPENING DATE: April 18, 2012													
ITEM NO.	ITEM DESCRIPTION	QTY	U/M	#8 UNIT COSTS	#9 TOTAL	#10 UNIT COSTS	#10 TOTAL	#11 UNIT COSTS	#11 TOTAL	#12 UNIT COSTS	#12 TOTAL		
1	Mobilization/Demobilization	1	LS	\$30,000.00	\$30,000.00	\$2,500.00	\$2,500.00	\$30,000.00	\$30,000.00	\$20,000.00	\$20,000.00		
	Remodel of Restroom Facilities -Includes all Selective Demo, Work as required and Installation of New Fixture and Feature Items as Per Plans and Specifications	1	LS	\$170,000.00	\$170,000.00	\$205,751.00	\$205,751.00	\$196,500.00	\$196,500.00	\$215,500.00	\$215,500.00		
2	Installation of Keyless Entry System - Complete per Plans and Specifications	1	LS	\$10,000.00	\$10,000.00	\$16,000.00	\$16,000.00	\$1,900.00	\$1,900.00	\$8,000.00	\$8,000.00		
3	Installation of Aluminum Store Front Complete - Per Plans and Specifications	1	LS	\$10,000.00	\$10,000.00	\$2,500.00	\$2,500.00	\$10,600.00	\$10,600.00	\$3,000.00	\$3,000.00		
	<b>GRAND TOTAL SUBMITTED</b>				\$220,000.00		\$226,751.00		\$239,000.00		\$226,500.00		
	<b>GRAND TOTAL VERIFIED</b>				\$220,000.00		\$226,751.00		\$239,000.00		\$226,500.00		
	<b>SUBCONTRACTOR LIST</b>												
				Venco Electric 4475 Dupont #6 Ventura, CA 93003		John Penne Bldg. Specialties P.O. Box 7159 Oxnard, CA 93031		John Penne Bldg. Specialties P.O. Box 7159 Oxnard, CA 93031		AGF Construction P.O. Box 6156 Ventura, CA 93006		Westside Electric 2727 S. Robertson Blvd, Los Angeles, CA 90034	
				John Penne Bldg. Specialties P.O. Box 7159 Oxnard, CA 93031		AGF Construction P.O. Box 6156 Ventura, CA 93006		AGF Construction P.O. Box 6156 Ventura, CA 93006		Sunbelt Flooring 14251 Fern Ave. Chino, CA 91710		New Act Plumbing, Inc. 12501 Chaudler Blvd. Valley Village, CA 91607	
				Mike Green Painting P.O. Box 3442 Ventura, CA 93006		Simplex- Grinnell 1325 Grand Central Glendale, CA 91201		Simplex- Grinnell 1325 Grand Central Glendale, CA 91201		Alfa West Electric, Inc. 18701 Parthenia St, #12 Northridge, CA 91324		Zohar Marble 13421 Wyandotte St North Hollywood, CA 91605	
				AGF Construction P.O. Box 6156 Ventura, CA 93006		3910 Market St. Ventura, CA 93003		Specialty Floor, Inc. 3517 Campbell St. Riverside, CA 92509					
						Tempe Electric 1020 Camalot Way Oxnard, CA							
						CJR Construction 1101 W Poplar St. Oxnard, CA 93033							

# In the Superior Court of the State of California

## IN AND FOR THE COUNTY OF VENTURA CERTIFICATE OF PUBLICATION

### TYPE OF NOTICE

**CITY OF OXNARD / NOTICE TO BIDDERS**

**Project Specification Number GS11-13**

for the City Environmental Resources Del Norte Facility  
Restroom Remodel Project located at 111 Del Norte Blvd.

STATE OF CALIFORNIA  
COUNTY OF VENTURA

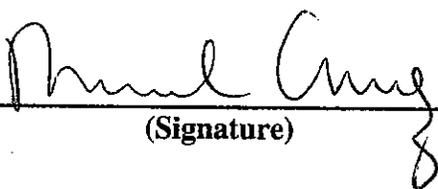
I Manuel M. Muñoz

hereby certify that Ventura County VIDA Newspaper, is a newspaper of general circulation within the provision of the Government Code of the State of California, printed and published in the County of Ventura, State of California; that I am the Director of said newspaper; that the annexed clipping is a true printed copy and published in said newspaper on the following dates, to wit.

March 15, 22, 2012

I certify under penalty of perjury that the foregoing is true and correct, at Oxnard, County of Ventura, State of California, on the

22 nd day of March 2012

  
(Signature)

### NOTICE TO BIDDERS

The Oxnard City Council has authorized the invitation to bid on Project Specification Number GS11-13 for the City Environmental Resources Del Norte Facility Restroom Remodel Project located at 111 Del Norte Blvd. The work will consist of demolition of old and installation of new fixtures and fittings including but not limited to restrooms, lockers, electrical system, electrical work, epoxy flooring, painting, signage and new store front door. The work designated in this specification will require the Contractor to possess a State of California General Building License, Class A and/or a General Building Contractor's License, Class B to be considered as a prime contractor qualified for award of this project. Per City of Oxnard policy no engineer's construction estimate will be provided for this project.

Plans and Specifications will ONLY be available to reviewer for purchase directly from the City's online Plan Room, CyberCopyUSA, www.cybercopyusa.com, or phone (805) 642-3292; fax (805) 715-1535 for a non-refundable fee of \$75.00, plus \$20.00 shipping and handling on MONDAY, MARCH 19, 2012. The Plans and

Specifications may also be obtained in CD format for \$35.00 including shipping & handling. For information you may contact General Services Contract Procurement Office, Phone (805) 385-7821.

A non-mandatory Pre-Bid Conference will be held in the City Council Chambers, Civic Center, 305 W. Third St., Oxnard at 9:30 A.M. on WEDNESDAY, APRIL 4, 2012. All prospective bidders are urged to attend.

All contractors will pay prevailing wages for each classification and type of work under the California State Department of Industrial Wage Determinations. The HIGHER of the State or Federal Wage Rate when required, shall be used. These determinations are included in the specifications. All permanent wage determinations must be posted on the job site. A 10% Bid Bond is required for all bids submitted and the successful Bidder will be required to provide a Payment & Performance Bond equal to 100% of the contract price. Successful Bidder may request that the City enter into an Escrow Agreement for security deposits in lieu of retention.

Each bid shall be submitted on the bid documents (BID BIDD SHEETS) provided by the City of Oxnard and the

bidder MUST be a PLAN HOLDER OF RECORD. All bids must be received at the Office of the City Clerk, Administration Building, 305 West Third Street (West Wing), Oxnard, CA 93030 before 2:00 P.M. on WEDNESDAY, APRIL 18, 2012. Immediately thereafter all bids shall be publicly opened by the City Clerk and Procurement Agent in the Council Chamber, 305 West Third Street, Oxnard, CA 93030.

FOR INFORMATION REGARDING THIS PROJECT PLEASE DIRECT ALL QUESTIONS TO GENERAL SERVICES - 805-385-7821.

Publishing Dates: 03/15/12 And 03/22/12

## NOTICE TO BIDDERS

The Oxnard City Council has authorized the invitation to bid on Project Specification Number GS11-13 for the City Environmental Resources Del Norte Facility Restroom Remodel Project located at 111 Del Norte Blvd. The work will consist of demolition of old and installation of new fixtures and fittings; including but not limited to restrooms, lockers, keyless entry system, electrical work, epoxy flooring, painting, signage and new store front door. The work designated in this specification will require the Contractor to possess a State of California General Engineering Contractor's License, Class A and/or a General Building Contractor's License, Class B to be considered as a prime contractor qualified for award of this project. Per City of Oxnard policy no engineer's construction estimate will be provided for this project.

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Each bid shall be submitted on the bid documents (BLUE BID SHEETS) provided by the City of Oxnard and the bidder MUST be a PLAN HOLDER OF RECORD. All bids must be received at the Office of the City Clerk, Administration Building, 305 West Third Street (West Wing), Oxnard, CA 93030 before 2:00 P.M. on WEDNESDAY, APRIL 18, 2012. Immediately thereafter all bids shall be publicly opened by the City Clerk and Procurement Agent in the Council Chambers, 305 West Third Street, Oxnard, CA 93030.

FOR INFORMATION REGARDING THIS PROJECT PLEASE DIRECT ALL QUESTIONS TO GENERAL SERVICES - 805-385-7821.

Ad Dates.        03/15/12  
                      03/22/12



ACTION	TYPE OF ITEM
<input checked="" type="checkbox"/> Approved Recommendation <i>DM</i>	<input checked="" type="checkbox"/> Info/Consent
<input type="checkbox"/> Ord. No(s).	<input type="checkbox"/> Report
<input type="checkbox"/> Res. No(s).	<input type="checkbox"/> Public Hearing (Info/consent)
<input type="checkbox"/> Other	<input type="checkbox"/> Other

Prepared By: Grant Dunne, Management Analyst III *Grant Dunne* Agenda Item No. **I-10**

Reviewed By: City Manager *[Signature]* City Attorney *[Signature]* Finance *[Signature]* General Services *[Signature]*

DATE: November 23, 2011

TO: City Council

FROM: Rob Roshanian, Interim Public Works Director *[Signature]*  
Public Works Department

SUBJECT: **Del Norte Facility Restroom Improvement Project**

**RECOMMENDATION**

That City Council approve Project Specification GS11-13 and authorize staff to solicit bids for the restroom improvement project located at the Del Norte Regional Recycling and Transfer Station, 111 South Del Norte Boulevard.

**DISCUSSION**

The Del Norte women and men restroom facilities are used by both the Republic Services recycling employees and the City of Oxnard refuse truck drivers and handlers. Due to the high occupancy use, condition and the age of the facilities, a remodel is recommended.

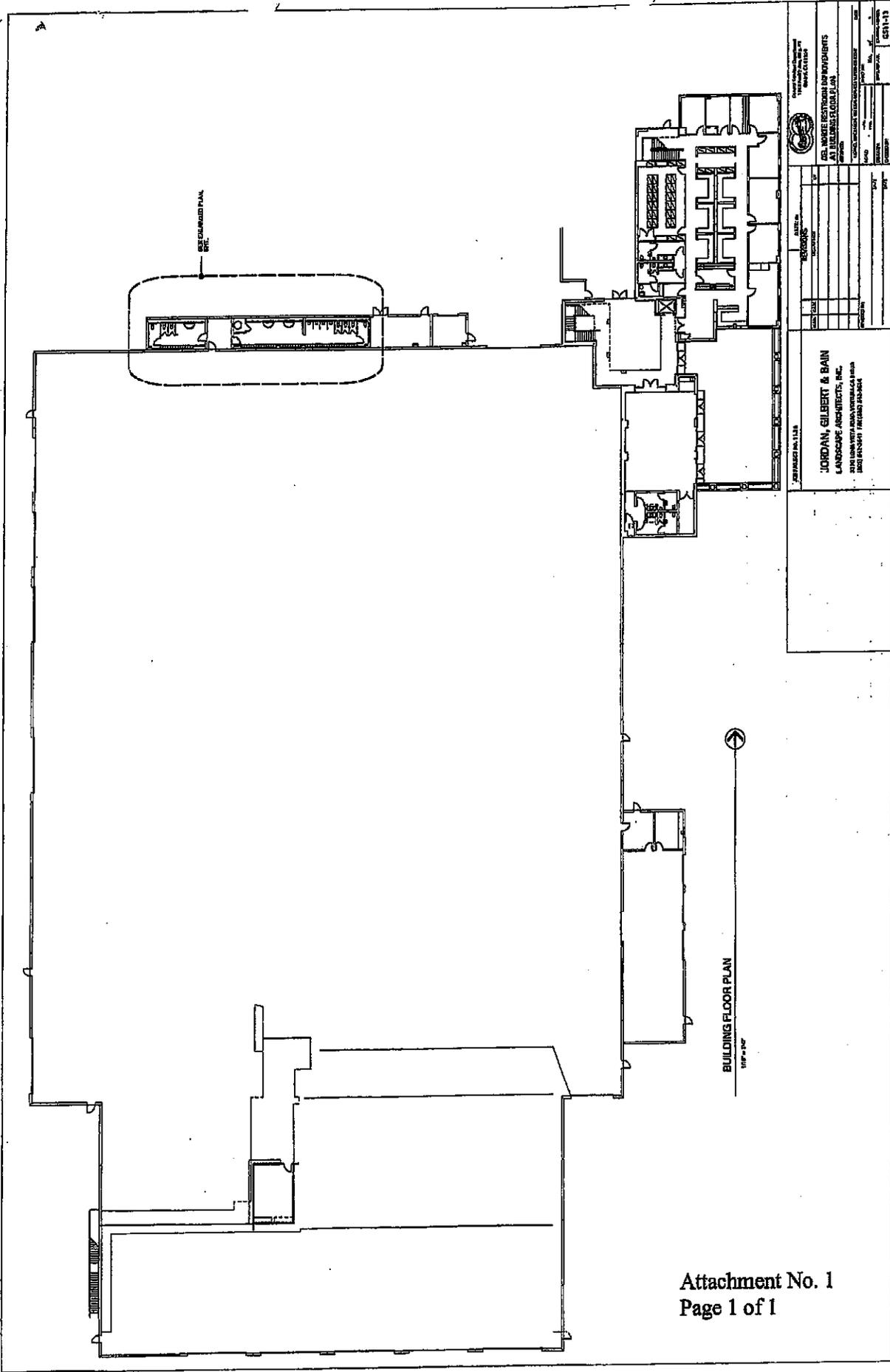
This project involves the complete interior demolition and disposal of all existing restroom components. The wall material will be removed to the framing, cleaned, insulated, re-dry walled, and have a protective wainscot installed. Other improvements will include: paint, lighting, lockers, benches, hand dryers, fittings and fixtures, partitions, flooring, entrance doors and ventilation. Project specifications are compliant to the required guidelines of the Americans with Disabilities Act (ADA).

**FINANCIAL IMPACT**

Funding for this project will be provided by the Solid Waste Enterprise Fund. After the project bids are received and evaluated, staff will return to City Council to recommend awarding a contract to the lowest responsible bidder.

Attachment #1: Project Site Plan

Note: Plans and specifications for GS11-13 Del Norte Facility Restroom Improvement Project are available for review at the City of Oxnard's Corporation Yard, General Services Department, 1060 Pacific Ave., Building #2, after 8:00 a.m. on Friday prior to the City Council Meeting.



PROJECT No. 1118 <b>JORDAN, GILBERT &amp; BAIN</b> LANDSCAPE ARCHITECTS, INC. 2210 LINDEN STREET, SUITE 100, WASHINGTON, D.C. 20037 (202) 637-0101 • FAX (202) 637-0102		ARCH. No. _____ DATE _____ SCALE _____ SHEET No. _____ TOTAL SHEETS _____ PROJECT No. _____
FOR STATE SUBMISSION AND RECORDS AS SHOWN ON THESE DRAWINGS IS A PRELIMINARY PLAN		PROJECT No. _____ SHEET No. _____ TOTAL SHEETS _____ PROJECT No. _____

BUILDING FLOOR PLAN  
 1/16" = 1'-0"

Attachment No. 1  
 Page 1 of 1

Attachment No. 1  
 Page 25 of 34

CITY OF OXNARD  
SPECIFICATION NUMBER GS11-13

BID DOCUMENTS (BLUE SHEETS)  
FOR

PROJECT TITLE: - GS11-13-City Environmental Resources Del Norte Facility  
Restroom Remodel

**BRIEF DESCRIPTION OF PROJECT:** The project scope of work consists of renovation of existing restroom facilities located at 111 Del Norte Blvd. and include but not limited to demolition of old and installation of new fixtures, lockers and keyless entry system; electrical work; epoxy flooring; painting and new store front door; other related work items.

Specification Number GS11-13 includes 11 pages of bid documents. Drawing No. GS11-13A includes 5 sheets of plans.

Work must begin within 7 calendar days after the Notice to Proceed is issued. Work is to be complete in 60 calendar days. Liquidated damages will be assessed at \$1,500.00 per calendar day.

Payment shall be in accordance with the provisions of Section 9-3 of the Standard Specifications for Public Works Construction.

**CONTRACTOR'S FAILURE TO COMPLETE THIS SECTION  
MAY CAUSE REJECTION OF THE BID**

Name Ardalan Construction Company, Inc  
Physical Address 1459 E. Thousand Oaks Blvd., Suite G1  
Mailing Address SAME  
City Thousand Oaks State CA Zip Code 91362  
Telephone No. 805-496-7273 Fax No. 805-496-7310

**Bidder's Failure to Complete  
All Items Contained On This Page  
May Cause Rejection of Your Bid**

**CITY OF OXNARD  
SPECIFICATION NUMBER GS11-13**

**PROJECT OVERVIEW**

The following description of the amount of work to be done and materials to be furnished by the contractor is an approximation provided for your use in preparing a bid. The City of Oxnard does not expressly or by implication warrant that the actual amount of work or materials awarded will correspond therewith. The City reserves the right to increase or decrease the amount of any class or portion of the work or materials or to delete any of the work or materials, as the City deems necessary or expedient. If the description includes more than one job, the City may decide to award a contract for only one or less than all of the jobs included in the bid submitted.

---

**DESCRIPTION**

---

The project work scope consists of the renovation of the City's Environmental Resources Del Norte Facility Restrooms located at 111 Del Norte Boulevard. The renovation will include but not be limited to the demolition work of existing fixtures and installation of new fixtures, including lockers; electrical work; epoxy flooring; painting; a new keyless entry system; new store front door and other related work as described in the plans and specifications

**Bidder's Failure to Complete  
All Items Contained On This Page  
May Cause Rejection of Your Bid**

**CITY OF OXNARD  
SPECIFICATION NUMBER GS11-13**

**BID SCHEDULE OF WORK AND PRICES**

**BIDDER'S NAME** Aradan Construction Company, Inc

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION QTY	UNIT COST	TOTAL
1	Mobilization / Demobilization	N/A	LS	1	1	\$ 2,000 <sup>00</sup>
2	Remodel of Restroom Facilities Complete. Include all Selective Demo Work as required and Installation of New Fixture and Feature Items as Per Plans and Specifications.	N/A	LS	1	1	<del>\$ 163,000<sup>00</sup></del> MIA \$ 127,000 <sup>00</sup>
3	Installation of Keyless Entry System - Complete per Plans and Specifications.	N/A	LS	1	1	\$ 12,000 <sup>00</sup>
4	Installation of Aluminum Store Front Complete - Per Plans and Specifications.	N/A	LS	1	1	\$ 2,000 <sup>00</sup>
<b>GRAND TOTAL</b>						<del>\$ 177,000<sup>00</sup></del> MIA \$ 163,000 <sup>00</sup> MIA

**Bidder's Failure to Complete  
All Items Contained On This Page  
May Cause Rejection of Your Bid**

**CITY OF OXNARD  
SPECIFICATION NUMBER GS11-13**

**BID SCHEDULE OF WORK AND PRICES**

GRAND TOTAL SUBMITTED - \$ ~~179,000<sup>M.A.</sup>~~ <sup>M.A.</sup> 163,000<sup>00</sup>

The Grand Total submitted is basis of aware and is subject to verification. Line Item Lump Sums will be verified for accuracy of Grand Total. If any discrepancy is found, the verified Grand Total will be the basis of award.

Bidder must fill in number and date of *all* addenda or enter the word "none" if appropriate.

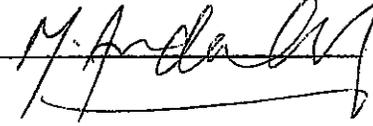
The following addenda are acknowledged and attached:

NO.	DATED	NO.	DATED
1	04/10/2012		

I make the above bid and certify or declare under penalty of perjury that the statements made in this bid, and below my signature, are true and correct.

DATED 04/18/2012 AT Thousand Oaks, CA

COMPANY NAME Ardalan Construction Company, Inc

SIGNATURE  TITLE President  
(Sole Owner, Partner, Corporate Officer)\*

\*Person signing must be listed on records of Contractors State License Board.

**Bidder's Failure to Complete  
All Items Contained On This Page  
May Cause Rejection of Your Bid**

**CITY OF OXNARD  
SPECIFICATION NUMBER GS11-13**

**SUBCONTRACTORS INFORMATION**

**BIDDER'S NAME** Ardalan Construction Company, Inc

Pursuant to the Subletting and Subcontracting Fair Practices Act, Public Contract Code Sections 4104 et seq., each bidder submitting bids for the construction of any public work or improvement shall set forth:

- A. The name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, in an amount in excess of one-half of one percent (1/2 of 1%) of the prime contractor's total bid or, in the case of bids for the construction of streets or highways, including bridges, in excess of one-half of one percent (1/2 of 1%) of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater.
- B. The portion of the work which will be done by each such subcontractor. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in his or her bid.

The information requested below must be filled out completely.			This information must be provided now or via fax (805 385-8360) within 24 hours of bid opening.	
NAME OF SUBCONTRACTOR	COMPLETE ADDRESS	DESCRIPTION OF WORK	STATE LICENSE	
			NUMBER	CLASS
1. SENEL CONST. ENGINEERING	2935 Camino del Zuro Thousand Oaks, CA 91360	FRAMING + DRYWALL	924543	A, B . . . .
2. John Pence Bldg. Specialties	P.O. Box 7159 Oxnard, CA 93031	TOILET PARTITIONS	403822	B, C-61, D34
3. GREEN PLUMBING	587 E. HARVARD BLVD. #202 Santa Paula, CA 93060	PLUMBING	936170	C-36

**Bidder's Failure to Complete  
All Items Contained On This Page  
May Cause Rejection of Your Bid**

**CITY OF OXNARD  
SPECIFICATION NUMBER GS11-13**

**SUBCONTRACTORS INFORMATION**

**BIDDER'S NAME** Ardalan Construction Company, Inc.

<i>The information requested below must be filled out completely.</i>			<i>This information must be provided now or via fax (805 385-8360) within 24 hours of bid opening.</i>	
NAME OF SUBCONTRACTOR	COMPLETE ADDRESS	DESCRIPTION OF WORK	STATE LICENSE	
			NUMBER	CLASS
4. RA Electric	P.O. BOX 6579 Ventura, CA 93006	ELECTRICAL	603213	C10
5.				
6.				
7.				
8.				
9.				

**Bidder's Failure to Complete  
All Items Contained On This Page  
May Cause Rejection of Your Bid**

CITY OF OXNARD  
SPECIFICATION NUMBER GS11-13

BIDDER'S AFFIDAVIT

PROJECT CITY ENV. RESOURCES, DEL NORTE FACILITY RESTROOM REMOD.

I depose and say that I am Mozafar Ardalan and President

(Print or type name and title)

of Ardalan Construction Company, Inc.

(Name of Company)

1459 E. Thousand Oaks Blvd, ste 611, Thousand Oaks, CA 91362

(Address)

(City)

(State)

(Zip Code)

Contractor's Employer Identification Number: 95-4847923

**A VALID CURRENT CALIFORNIA STATE CONTRACTOR'S LICENSE REQUIRED TO BID:**

Contractor's License No. 893121 FED TAX I.D. # 95-4847923

Classification: B

Contractor's License Expiration Date: 03/31/2013

City of Oxnard Business License Number(Not Required to Bid): \_\_\_\_\_

Data Universal Numbering System (D-U-N-S #): \_\_\_\_\_

Whoever submits this bid to the City of Oxnard declares:

1. That the bidder has read these specifications, will abide by and agrees to the conditions herein, has carefully examined the project plans and does hereby agree to furnish all materials and do all the work required to complete the work in accordance with the plans and specifications for the unit prices or lump sums stated in the schedule of work and prices.
2. That this bid is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure an advantage over any other bidder.
3. That the addenda listed on Page B-4 of these bid documents are acknowledged and attached.
4. That the bidder, as principal, acknowledges being bound by the following bid bond when completed by the surety.

Dated 04/18/2012 at Thousand Oaks, California.

I certify or declare under penalty of perjury that the foregoing is true and correct.

(CORPORATE SEAL)

M. Ardalan  
SIGNATURE

**Bidder's Failure to Complete  
All Items Contained On This Page  
May Cause Rejection of Your Bid**

**CITY OF OXNARD  
SPECIFICATION NUMBER GS11-13**

**BIDDER'S QUESTIONNAIRE**

All Bidders **MUST** complete this form and it **MUST** be submitted with the Bid. The answers to these questions will be used to determine whether the Bidder is responsible. "Related Company," as used in this questionnaire, is any organization of which the responsible managing officer of the Bidder has been a responsible managing officer (as the term responsible managing officer is used for State of California licensing purposes) within the past 5 years and/or in which any equity holder (e.g. shareholder, partner, member) of the bidder holds or has held more than a 10% interest within the past 5 years; or has had an active role in the management of projects performed by Company. "Contact Information" means the name, address and telephone number of a person or entity. For all Yes answers please provide complete explanations on extra-attached sheets and identify by number the question to which the information pertains

EVALUATION ELEMENTS		
	Yes	No
1	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11	<input type="checkbox"/>	<input type="checkbox"/>

Contractor Officer's Signature:

*M. A. ...*  
Title

04/18/2012  
Date

Bidder's Failure to Complete All Items Contained On This Page May Cause Rejection of Your Bid



CM General Services Contract Procurement  
Maint. Yard, 1060 Pacific Ave., Bldg. 2 - Oxnard, CA 93030  
(805) 385-7821 - Fax (805) 385-8360

April 10, 2012

**CLARIFICATION NO. 1**  
**SPECIFICATION NO. GS11-13**  
**City Environmental Resources Del Norte Facility Restroom Remodel**

**SCHEDULED BID OPENING DATE: APRIL 18, 2012**

**TO ALL BIDDERS OF RECORD**

Acknowledge receipt of this Clarification by enclosing one signed copy with your bid documents. *Failure to do so may subject bidder to disqualification. This clarification forms a part of the bid documents.*

**A. The following CLARIFICATION is made to All Prospective Bidders:**

- 1. All restroom fixtures and fittings are to be removed and replaced in both the Men's and Women's Restroom facilities as part of this remodel project.

Clarification No. 1  
Specification No. GS11-13  
City Environmental Resources Del Norte Facility Restroom Remodel

The undersigned hereby acknowledges receipt of Clarification No. 1 consisting of the following:

- 1. One (1) Page of Text

Clarification No. 1 Received: Date: 04/10/2012

Ardalan Construction Co.      1459 E. Thousand Oaks Blvd. # G11  
Company                                      Address of Company

M. Ardalan  
Authorized Signature

Thousand Oaks, CA 91362  
City                                      State      Zip Code

Mozafar Ardalan / President  
Name and Title, Typed

805-496-7273  
Telephone Number, Including Area Code