CHECKLIST OF MANDATORY BID FORMS (CUPCCAA Projects)

- ☑ Bid Acknowledgement
- ☑ Bid Schedule
- ☑ Bid Guarantee/Bid Bond
- ☑ Designation of Subcontractors
- ☑ Bidder Information and Experience Form
- ☑ Non-Collusion Declaration
- ☑ Public Works Contractor DIR Registration Certification

CONTRACTOR NAME ***DISTRICT REVIEWER***

Mike Elam _____ _____

Newport-Mesa
Unified School District

CUPCCA PROJECT INFORMAL BID DOCUMENTS FOR

Corona Del Mar High School Controlled Access Modifications

Newport-Mesa Unified School District
2985 Bear Street
Costa Mesa, California 92626

Approved by:

Jonathan Geiszler, Director Purchasing & Warehouse

jgeiszler@nmusd.us
714-424-5063

NOTICE TO BIDDERS – INFORMAL PROJECT PURSUANT TO PUBLIC CONTRACT CODE 22000 ET SEQ. (CALIFORNIA UNIFORM PUBLIC CONTRUCTION COST ACCOUNTING ACT)

NOTICE IS HEREBY GIVEN that the Newport-Mesa Unified School District ("District"), invites and will receive Bids up to but not later than **9:00 a.m on Thursday, March 30, 2023** via the District's PQBids web portal at: https://pqbids.com/newport-mesa-usd for the furnishing to District of all labor, equipment, materials, tools, services, transportation, permits, utilities, and all other items necessary for **CUPCCA Project MO2023-0001 Corona del Mar High School Controlled Access Modifications** (the "Project"). Bids received after said time shall be rejected. Bids shall be valid for a period of 90 calendar days after the Bid opening date.

Bids must be submitted on the District's Bid Forms. Bidders may obtain a copy of the Contract Documents from the District's PQBids Web Portal at:

https://pqbids.com/newport-mesa-usd

All vendors wishing to participate in this informal bid offering must be registered as a CUPCCA vendor with the District. Registration can be completed at; https://pqbids.com/newport-mesa-usd/

To the extent required by section 20103.7 of the Public Contract Code, upon request from a contractor plan room service, the District shall provide an electronic copy of the Contract at no charge to the contractor plan room.

Each Bid shall be accompanied by cash, a certified or cashier's check, or Bid Bond secured from a surety company satisfactory to the District, the amount of which shall not be less than ten percent (10%) of the submitted Total Bid Price, made payable to Newport-Mesa Unified School District as Bid Guarantee.

A NON-MANDATORY Pre-Bid Conference is scheduled for **Monday March 20, 2023, at 10:00 a.m.** to review the Project's existing conditions at **Corona del Mar high School 2101 Eastbluff Drive, Newport Beach, CA 92660**. Representatives of District and consulting engineers, if any, will be present. Job Walk will meet at the school's main entrance.

The successful Bidder will be required to furnish a Faithful Performance Bond and a Labor and Material Payment Bond each in an amount equal to one hundred percent (100%) of the Contract Price. Each bond shall be in the forms set forth herein, shall be secured from a surety company that meets all State of California bonding requirements, as defined in California Code of Civil Procedure Section 995.120, and that is a California admitted surety insurer.

Pursuant to Section 22300 of the Public Contract Code of the State of California, the successful Bidder may substitute certain securities for funds withheld by District to ensure its performance under the Contract.

Pursuant to Labor Code Section 1773, District has obtained the prevailing rate of per diem wages and the prevailing wage rate for holiday and overtime work applicable in Orange County from the Director of the Department of Industrial Relations for each craft, classification, or type of worker needed to execute this contract. A copy of these prevailing wage rates may be obtained via the internet at: www.dir.ca.gov/dlsr/

In addition, a copy of the prevailing rate of per diem wages is available at District's Purchasing Department and shall be made available to interested parties upon request. The successful Bidder shall post a copy of the prevailing wage rates at each job site. It shall be mandatory upon the Bidder to whom the Contract is awarded, and upon any subcontractors, to comply with all Labor Code provisions, which include but are not limited to the payment of not less than the said specified prevailing wage rates to all workers employed by them in the execution of the Contract, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No Bid will be accepted, nor any Contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a contract, the Bidder, and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In bidding on this Project, it shall be the Bidder's sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this contract and applicable law in its Bid.

Unless otherwise provided in the Instructions for Bidders, each Bidder shall be a licensed contractor pursuant to sections 7000 et seq. of the Business and Professions Code in the following classification(s) throughout the time it submits its Bid and for the duration of the Contract: B.

Substitution requests shall be made within 35 calendar days after the award of the Contract. Pursuant to Public Contract Code Section 3400(b), District may make findings designating that certain additional materials, methods or services by specific brand or trade name other than those listed in the Contract Documents be used for the Project. Such findings, if any, as well as the materials, methods or services and their specific brand or trade names that must be used for the Project may be found in the Special Conditions.

District shall award the contract for the Project to the lowest responsive, responsible Bidder as determined by District from the BASE BID + ALLOWANCE. District reserves the right to reject any or all Bids or to waive any irregularities or informalities in any Bids or in the bidding process.

For further information, contact Jonathan Geiszler, Director, Purchasing & Warehouse, at jgeiszler@nmusd.us or 714-424-5063.

END OF NOTICE INVITING BIDS

INSTRUCTIONS TO BIDDERS

SECURING DOCUMENTS

Bids must be submitted to the District on the Bid Forms which are a part of the Contract Documents for the Project. Contract Documents may be obtained as specified in the Notice Inviting Bids.

District may also make the Contract Documents available for review at one or more plan rooms, as indicated in the Notice Inviting Bids. Please Note: Prospective Bidders who choose to review the Contract Documents at a plan room must also contact the District to obtain the required Contract Documents if they decide to submit a Bid for the Project.

EXAMINATION OF SITE AND CONTRACT

At its own expense and prior to submitting its Bid, each Bidder shall visit the site of the proposed work and fully acquaint itself with the conditions relating to the construction and labor required so that the Bidder may fully understand the work, including but not limited to difficulties and restrictions attending the execution of the work under the Contract. Each Bidder shall carefully examine the Drawings, and shall read the Specifications, Contract, and all other documents referenced herein and made part of the Contract Documents. Each Bidder shall also determine the local conditions which may in any way affect the performance of the work, including local tax structure, contractors' licensing requirements, availability of required insurance, the prevailing wages and other relevant cost factors, shall familiarize itself with all federal, state and local laws, ordinances, rules, regulations and codes affecting the performance of the work, including the cost of permits and licenses required for the work, and shall make such surveys and investigations, including investigations of subsurface or latent physical conditions at the site or where work is to be performed as may be required. Bidders are responsible for consulting the standards referenced in the Contract. The failure or omission of any Bidder to receive or examine any Contract Documents, forms, instruments, addenda, or other documents, or to visit the site and acquaint itself with conditions there existing shall in no way relieve any Bidder from any obligation with respect to its Bid or to the Contract and no relief for error or omission will be given except as required under State law. The submission of a Bid shall be taken as conclusive evidence of compliance with this Article.

INTERPRETATION OF DRAWINGS AND DOCUMENTS

Prospective Bidders unclear as to the true meaning of any part of the Drawings, Specifications or other Contract Documents may submit a written request for interpretation. The prospective Bidder submitting the request is responsible for prompt delivery. Interpretation of the Drawings, Specifications or other Contract Documents will be made only by a written Addendum. The District will not be responsible for any other explanation or interpretations of the Contract Documents. If a prospective Bidders becomes aware of any errors or omissions in any part of the Contract Documents, it is the obligation of the prospective Bidder to promptly bring it to the attention of the District.

PRE-BID CONFERENCE

A NON-MANDATORY Pre-Bid Conference is scheduled for Monday March 20, 2023, at 10:00 a.m. to review the Project's existing conditions at Corona del Mar high School 2101 Eastbluff Drive, Newport Beach, CA 92660. Representatives of District and consulting engineers, if any,

will be present.

ADDENDA

The District reserves the right to revise the Contract Documents prior to the Bid opening date. Revisions, if any, shall be made by written Addenda. All Addenda issued by the District shall be included in the Bid and made part of the Contract Documents. Pursuant to Public Contract Code Section 4104.5, if the District issues an Addendum which includes material changes to the Project less than 72 hours prior to the deadline for submission of Bids, the District will extend the deadline for submission of Bids. The District may determine, in its sole discretion, whether an Addendum warrants postponement of the Bid submission date.

Each prospective Bidder shall provide the District a name, address, and email address to which Addenda may be sent, as well as a telephone number by which the District can contact the Bidder. Copies of Addenda will be furnished by email, facsimile, first class mail, express mail, or other proper means of delivery without charge to all parties who have obtained a copy of the Contract Documents and provided such current information. Please Note: Bidders are responsible for ensuring that they have received any and all Addenda. To this end, each Bidder should contact the District to verify that it has received all Addenda issued, if any, prior to the Bid opening. The Bidder shall indicate the Addenda received prior to bidding in the space provided in the Bid Form. Failure to indicate all Addenda may be sufficient cause for rejecting the Bid.

ALTERNATE BID ITEMS

If alternate bid items are called for in the Contract, the time required for completion of the alternate bid items has already been factored into the Contract duration and no additional Contract time will be awarded for any of the alternate bid items. The District may elect to include one or more of the alternate bid items, or to otherwise remove certain work from the Project scope of work. Accordingly, each Bidder must ensure that each bid item contains a proportionate share of profit, overhead, and other costs or expenses which will be incurred by the Bidder.

COMPLETION OF BID FORMS

Bids shall only be prepared using copies of the Bid Forms which are included in the Contract Documents. The use of substitute Bid Forms other than clear and correct photocopies of those provided by the District will not be permitted. Bids shall be executed by an authorized signatory as described in these Instructions to Bidders. In addition, Bidders shall fill in all blank spaces (including inserting "N/A" where applicable), and initial all interlineations, alterations, or erasures to the Bid Forms. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms nor make substitutions thereon. Deviations in the Bid Forms may result in the Bid being deemed non-responsive. Failure to submit any of the Bid Forms may render the Bid non-responsive.

The following Bid Forms shall be completed by the Bidder and submitted as part of the Bid:

- Bid Acknowledgment.
- Bid Schedule.

- Bid Guarantee.
- Designation of Subcontractors.
- Bidder Information and Experience Form.
- Non-Collusion Declaration.
- Public Works Contractor DIR Registration Certification.

MODIFICATIONS OF BIDS

Each Bidder shall submit its Bid in strict conformity with the requirements of the Contract. Unauthorized additions, modifications, revisions, conditions, limitations, exclusions, or provisions attached to a Bid may render it non-responsive and may cause its rejection. Bidders shall not delete, modify, or supplement the printed matter on the Bid Forms, or make substitutions thereon. Oral, telephonic, and electronic modifications will not be considered.

SUBCONTRACTORS

Bidder shall set forth the name, address of the place of business, contractor license number and public works contractor registration number of each subcontractor who will perform work, labor, furnish materials or render services to the Bidder on said Contract and each subcontractor licensed by the State of California who, under subcontract to Bidder, specially fabricates and installs a portion of the Work described in the Drawings and Specifications in an amount in excess of one half of one percent (0.5%) of the total bid price, and shall indicate the portion of the work to be done by such subcontractor in accordance with Public Contract Code Section 4104. Notwithstanding the foregoing, if the work involves the construction of streets and highways, then the Bidder shall list each subcontractor who will perform work or labor or render service to the Bidder in or about the work in an amount in excess of one-half of one percent (0.5%) of the Bidder's Total Bid Price or $10,000, whichever is greater. If a Bidder fails to specify a subcontractor or if a Bidder specifies more than one subcontractor for the same portion of work, then the Bidder shall be deemed to have agreed that it is fully qualified to perform that portion of work and that it shall perform that portion itself. Substitution of listed subcontractors shall only be permitted in accordance with Public Contract Code Section 4107.

LICENSING REQUIREMENTS

Pursuant to Business and Professions Code Section 7028.15 and Public Contract Code Section 3300, all bidders must possess proper licenses for performance of this Contract. Subcontractors must possess the appropriate licenses for each specialty subcontracted. Pursuant to Business and Professions Code Section 7028.5, the District shall consider any Bid submitted by a contractor not currently licensed in accordance with state law and pursuant to the requirements found in the Contract to be nonresponsive, and the District shall reject the Bid. The District shall have the right to request, and Bidders shall provide within ten (10) calendar days, evidence satisfactory to the District of all valid license(s) currently held by that Bidder and each of the Bidder's subcontractors, before awarding the Contract.

Notwithstanding anything contained herein, if the Work involves federal funds, the Contractor shall be properly licensed by the time the Contract is awarded, pursuant to the provisions of Public Contract Code section 20103.5.

BID GUARANTEE

Each Bid shall be accompanied by: (a) cash; (b) a certified or cashier's check made payable to Newport-Mesa Unified School District; or (c) a Bid Bond secured from a surety company satisfactory to the District, the amount of which shall not be less than ten percent (10%) of the Total Bid Price, made payable to the Newport-Mesa Unified School District as Bid Guarantee. Personal sureties and unregistered surety companies are unacceptable. The surety insurer shall be California admitted surety insurer, as defined in Code of Civil Procedure Section 995.120. The Bid Guarantee shall be provided as a guarantee that within ten (10) calendar days after the District provides the successful Bidder the Notice of Award, the successful Bidder will enter into a Contract and provide the necessary bonds and certificates of insurance. The Bid Guarantee will be declared forfeited if the successful Bidder fails to comply within said time, and District may enter into a Contract with the next lowest responsive responsible Bidder or may call for new bids. No interest shall be paid on funds deposited with the District. District will return the security accompanying the bids of all unsuccessful bidders no later than 60 calendar days after award of the Contract.

NONCOLLUSION DECLARATION

Bidders on all public works contracts are required to submit a declaration of noncollusion with their Bid. This form is included with the Bid Forms and must be signed and dated under penalty of perjury.

BIDDER INFORMATION AND EXPERIENCE FORM

Each Bidder shall complete the questionnaire provided herein and shall submit the questionnaire along with its Bid. Failure to provide all information requested within the questionnaire along with the Bid may cause the Bid to be rejected as non-responsive. The District reserves the right to reject any Bid if an investigation of the information submitted does not satisfy the District that the Bidder is qualified to properly carry out the terms of the Contract.

SIGNING OF BIDS

All Bids submitted shall be executed by the Bidder or its authorized representative. Bidders may be asked to provide evidence in the form of an authenticated resolution of its Board of Directors or a Power of Attorney evidencing the capacity of the person signing the Bid to bind the Bidder to each Bid and to any Contract arising therefrom.

If a Bidder is a joint venture or partnership, it may be asked to submit an authenticated Power of Attorney executed by each joint venturer or partner appointing and designating one of the joint venturers or partners as a management sponsor to execute the Bid on behalf of Bidder. Only that joint venturer or partner shall execute the Bid. The Power of Attorney shall also: (1) authorize that particular joint venturer or partner to act for and bind Bidder in all matters relating to the Bid; and (2) provide that each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of Bidder assumed under the Bid and under any Contract arising therefrom. The Bid shall be executed by the designated joint venturer or partner on behalf of the joint venture or partnership in its legal name.

SUBMISSION OF BIDS

All bids shall be submitted electronically through the Districts PQBids Web Portal at https://pqbids.com/newport-mesa-usd. No oral or telephonic bids will be considered. Bids received after the time and day set for the receipt of bids shall be returned to the bidder unopened.

Only where expressly permitted in the Notice Inviting Bids may bidders submit their bids via electronic transmission pursuant to Public Contract Code sections 1600 and 1601. Any acceptable method(s) of electronic transmission shall be stated in the Notice Inviting Bids. District may reject any bid not strictly complying with District's designated methods for delivery.

OPENING OF BIDS

It is the Bidder's sole responsibility to ensure that its Bid is received as specified. Bids may be submitted earlier than the date(s) and time(s) indicated.

The public posting of each Bid will include the following information:

A. The name and business location of the Bidder.

B. The Bid amount.

The District may, in its sole discretion, elect to postpone the opening of the submitted Bids. The District reserves the right to reject any or all Bids and to waive any informality or irregularity in any Bid.

WITHDRAWAL OF BID

Any Bid may be withdrawn either personally or by written request, incurring no penalty, at any time prior to the scheduled closing time for receipt of Bids. Withdrawn Bids may be resubmitted until the time and day set for the receipt of Bids, provided that resubmitted Bids are in conformance with the instructions herein.

Bids may be withdrawn after Bid opening only by providing written notice to the District within five (5) working days of the Bid opening and in compliance with Public Contract Code Section 5100 *et seq.*, or as otherwise may be allowed with the consent of the District.

BIDDERS INTERESTED IN MORE THAN ONE BID

No Bidder shall be allowed to make, file or be interested in more than one Bid for the same work unless alternate bids are specifically called for. A person, firm or corporation that has submitted a sub-proposal to a Bidder, or that has quoted prices of materials to a Bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders.

SUBSTITUTION OF SECURITY

The Contract call for monthly progress payments based upon the percentage of the Work completed. The District will retain a percentage of each progress payment as provided by the Contract. At the request and expense of the successful Bidder, the District will substitute securities for the amount so retained in accordance with Public Contract Code Section 22300.

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No Bid will be accepted, nor any Contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a contract, the Bidder, and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. To this end, Bidder shall sign and submit with its Bid the Public Works Contractor DIR Registration Certification on the form provided, attesting to the facts contained therein. Failure to submit this form may render the bid non-responsive. In addition, each Bidder shall provide the registration number for each listed subcontractor in the space provided in the Designation of Subcontractors form.

PREVAILING WAGES

The District has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract. These rates are available at the Purchasing Department of the District or may be obtained online at http://www.dir.ca.gov. Bidders are advised that a copy of these rates must be posted by the successful Bidder at the job site(s).

DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS

In accordance with the provisions of the Labor Code, contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Labor Code Sections 1777.1 or 1777.7. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid to a debarred subcontractor by the Contractor for the Project shall be returned to the District. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

INSURANCE REQUIREMENTS

Prior to commencing work, the successful Bidder shall purchase and maintain insurance as set forth in the Contract.

PERFORMANCE BOND AND PAYMENT BOND REQUIREMENTS

The successful Bidder will be required to furnish a Labor and Material Payment Bond and a Faithful Performance Bond each in an amount equal to one hundred percent (100%) of the contract price. Each bond shall be secured from a surety company that meets all State of California bonding requirements, as defined in California Code of Civil Procedure Section 995.120 and is admitted by the State of California. Each bond shall be accompanied, upon the request of District, with all documents required by California Code of Civil Procedure Section 995.660 to the extent required by law. All bonding and insurance requirements shall be completed and submitted to District within ten (10) calendar days from the date the District provides the successful Bidder with the Notice of Award.

SALES AND OTHER APPLICABLE TAXES, PERMITS, LICENSES AND FEES

Contractor and its subcontractors performing work under this Contract will be required to pay California sales tax and other applicable taxes, and to pay for permits, licenses and fees required by the agencies with authority in the jurisdiction in which the Work will be located, unless otherwise expressly provided by the Contract.

FILING OF BID PROTESTS

Bidders may file a protest of a Bid with the District's Purchasing Department at 2985 Bear Street, Costa Mesa, California 92626. In order for a Bidder's protest to be considered valid, the protest must:

A. Be filed in writing within five (5) calendar days after the Bid opening date or any District determination or recommendation regarding the Bidder's Bid.

B. Clearly identify the specific irregularity or accusation.

C. Clearly identify the specific District staff determination or recommendation being protested.

D. Specify in detail the grounds for protest and the facts supporting the protest; and

E. Include all relevant, supporting documentation with the protest at time of filing.

If the protest does not comply with each of these requirements, the District may reject the protest without further review.

If the protest is timely and complies with the above requirements, the District's Director, Purchasing & Warehouse, or other designated District staff member, shall review the protest, any response from the challenged Bidder(s), and all other relevant information. The District will provide a written decision to the protestor.

The procedure and time limits set forth in this Article are mandatory and are the sole and exclusive remedy in the event of a Bid protest. Failure to comply with these procedures shall constitute a failure to exhaust administrative remedies and a waiver of any right to further pursue the Bid protest, including filing a Government Code Claim or legal proceedings.

BASIS OF AWARD; BALANCED BID

The District shall award the Contract to the lowest responsible Bidder submitting a responsive Bid. The lowest Bid will be determined on the basis of the Total Bid Price + Allowance.

The District may reject any Bid which, in its opinion when compared to other Bids received or to the District's internal estimates, does not accurately reflect the cost to perform the Work. The District may reject as non-responsive any Bid which unevenly weights or allocates costs, including but not limited to overhead and profit to one or more particular Bid items.

AWARD PROCESS

Once all Bids are opened and reviewed to determine the lowest responsive and responsible

Bidder, the District Council may award the Contract. The apparent successful Bidder should begin to prepare the following documents: (1) the Performance Bond; (2) the Payment Bond; and (3) the required insurance certificates and endorsements. Once the District notifies the Bidder of the award, the Bidder will have five (5) calendar days from the date of this notification to execute the Contract and supply the District with all of the required documents and certifications. Regardless of whether the Bidder supplies the required documents and certifications in a timely manner, the Contract Time will begin to run ten (10) calendar days from the date of the notification. Once the District receives all of the properly drafted and executed documents and certifications from the Bidder, the District shall issue a Notice to Proceed to that Bidder.

EXECUTION OF CONTRACT

As required herein the Bidder to whom an award is made shall execute the Contract in the amount determined by the Contract. The District may require appropriate evidence that the persons executing the Contract are duly empowered to do so. The Contract and bond forms to be executed by the successful Bidder are included within these Contract Documents and shall not be detached.

QUESTIONS

Questions regarding the Contract Documents, requests for interpretations or clarifications, either administrative or technical, may be directed to the Districts PQBids web portal under the project link. All will be answered in writing, posted on-line, and conveyed to all interested Bidders. Oral statements regarding this Bid by any persons should be considered unverified information unless confirmed in writing.

No members of the District's staff or Board of Education should be contacted about this procurement during the bidding process. Any and all inquiries and comments regarding this Bid must be communicated in writing, unless otherwise instructed by the District. The District may, in its sole discretion, disqualify any Bidder who engages in any prohibited communications.

REQUIRED CERTIFICATIONS

See Contract Documents, including by way of illustration and not by limitations, Special Conditions.

BID FORMS

BID ACKNOWLEDGEMENT

NAME OF BIDDER: Mike Elam Construction

The undersigned hereby declare that we have carefully examined the location of the proposed Work, and have read and examined the Contract, including all plans, specifications, and all addenda, if any, for the following Project:

MO2023-0001 CDM Controlled Access Modifications

To the Newport-Mesa Unified School District, with its principal place of business at 2985 Bear Street, Costa Mesa, California 92626:

In response to the Notice Inviting Bids dated March 16, 2023 and in accordance with the accompanying Instructions to Bidders, the undersigned hereby proposes to the District to furnish all labor, technical and professional services, supervision, materials and equipment, other than materials and equipment specified as furnished by the District, and to perform all operations necessary and required to construct the Project in accordance with the provisions of the Contract Documents, including all plans, specifications, and all addenda, and at the prices stated opposite the respective items set forth in the Bid Schedule.

This Bid constitutes a firm offer to the District which cannot be withdrawn for 90 days after the date set for opening of Bids, or until a Contract is executed by the District and a third party, whichever is earlier.

The undersigned certifies that it has examined and is fully familiar with all of the provisions of the Contract Documents and any addenda thereto; that it has carefully checked all of figures shown in its Bid Schedule; that it has carefully reviewed the accuracy of all statements in this Bid and attachments hereto; and that it understands and agrees that the District will not be responsible for any errors or omissions on the part of the undersigned in preparing this Bid.

If awarded a Contract, the undersigned agrees to execute and deliver to the District within ten (10) calendar days after date of receipt of Notice of Award, a signed Contract and the necessary Performance Bond, Payment Bond, and Certificates of Insurance and Endorsements.

The following Bid Forms, which have been completed and executed by the undersigned Bidder, are incorporated by this reference, and made a part of this Bid:

1. Completed Bid Schedule form.
2. Bid Guarantee in the amount of not less than 10% of the Total Bid Price.
3. Completed Designation of Subcontractors form.
4. Completed Bidder Information and Experience form.
5. Fully executed Noncollusion Declaration form.

6. Completed Public Works Contractor DIR Registration Certification form.

Bidder certifies that it is now licensed in accordance with the provisions of the Contractor's License Law of the State of California:

License number 1038818

Expiration date 05/31/2024

License classification B

If the Bidder is a joint venture, each member of the joint venture must include the above information.

The undersigned acknowledges receipt, understanding, and full consideration of the following addenda to the Contract Documents:

Addenda No. 1

[SIGNATURES NEXT PAGE]

I hereby certify under penalty of perjury under the laws of the State of California that all of the information submitted in connection with this Bid and all of the representations made herein are true and correct.

BIDDER:

Mike Elam Construction
(Company Name)

By _____
(Signature)

Dustin Elam
(Type or print name)

Partner
(Title)

Orange County, CA
(Where signed) (District, State)

Bidder's Business Address:

41 Choate Irvine, CA 92620

Dated: March 27th, 2023
State of Incorporation: California

(corporate seal)

(If the Contractor is a corporation, two signatures of corporate officers are required.)

Names and addresses of all partners or joint venturers:

Mike Elam 41 Choate Irvine CA 92620

Dustin Elam 22816 Rumble Dr lake forest CA 92630

Statement of the authority of signatory to bind Bidder:

N/A

BID SCHEDULE

TOTAL BID PRICE + ALLOWANCE

$ 115,000.00 + 10,000.00
Total Base Bid + Allowance in Numbers

The undersigned agrees that this Bid constitutes a firm offer to the District which cannot be withdrawn for the number of calendar days indicated in the Notice Inviting Bids from and after the bid opening, or until a Contract for the work is fully executed by the District and a third party, whichever is earlier.

Name of Bidder mike Elam Construction

Signature Dustin Elam

Name and Title Dustin Elam, Partner

Dated 03/27/2023

Bond No. ORBB310086

BID GUARANTEE

BID BOND

[Note: Not required when other form of Bidder's Security, e.g., cash, certified check, or cashier's check, accompanies Bid.]

The makers of this bond are, MIKE ELAM CONSTRUCTION, as Principal, and OLD REPUBLIC SURETY COMPANY, as Surety and are held and firmly bound unto the District Newport-Mesa Unified School District, hereinafter called the District, in the penal sum of TEN PERCENT (10%) OF THE TOTAL BID PRICE of the Principal submitted to District for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we 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 the accompanying bid dated March 30th, 20 23, for MO2023-0001 Corona del Mar High School Controlled Access Modifications.

If the Principal does not withdraw its Bid within the time specified in the Contract; and if the Principal is awarded the Contract and provides all documents to the District as required by the Contract; then this obligation shall be null and void. Otherwise, this bond will remain in full force and effect.

Surety, for value received, hereby stipulates, and agrees that no change, extension of time, alteration, or addition to the terms of the Contract shall affect its obligation under this bond, and Surety does hereby waive notice of any such changes.

In the event a lawsuit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all litigation expenses incurred by the District in such suit, including reasonable attorneys' fees, court costs, expert witness fees and expenses.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this 24th day of March, 20 23, the name and corporate seal of each corporation.

(Corporate Seal)

MIKE ELAM CONSTRUCTION
Contractor/ Principal

By _____
Dustin Elam

Title Partner

OLD REPUBLIC SURETY COMPANY
Surety

(Corporate Seal)

By _____
Jacob Ellen

(Attach Attorney-in-Fact Certificate)

Title Attorney-in-Fact

Notary 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 Sacramento

On March 24th, 20 23, before me, David M. Neeley, Notary Public, personally appeared Jacob Ellen, who proved to me on the basis of satisfactory
Name(s) of Signer(s)
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.

DAVID M. NEELEY
Notary Public - California
Sacramento County
Commission # 2389312
My Comm. Expires Jan 3, 2026

Signature of Notary Public

WITNESS my hand and official seal.

David M. Neeley

OPTIONAL

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

CAPADISTRICT CLAIMED BY SIGNER

- ☐ Individual
- ☐ Corporate Officer

Title(s)

- ☐ Partner(s) ☐ Limited ☐ General
- ☐ Attorney-In-Fact
- ☐ Trustee(s)
- ☐ Guardian/Conservator
- ☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF Orange

On March 28, 2023 before me, LISA DETRICK. Notary Public, Notary Public, personally appeared Dustin Joseph Elam, 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 capaDistrict(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.

LISA DETRICK
Commission # 2428742
Notary Public - California
ORANGE County
My Comm. Expires DEC 2, 2026

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

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

CAPADISTRICT CLAIMED BY SIGNER

- ☐ Individual
- ☐ Corporate Officer

Title(s)

- ☐ Partner(s) ☐ Limited ☐ General
- ☐ Attorney-In-Fact
- ☐ Trustee(s)
- ☐ Guardian/Conservator
- ☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

END OF BID BOND

DESIGNATION OF SUBCONTRACTORS

The subcontractor listed below will perform work or labor or render service to the successful Bidder in or about the construction of the work or improvement, or are subcontractors licensed by the State of California who will, under subcontract to the successful Bidder, specially fabricate and install a portion of the work or improvement according to detailed drawings contained in the Contract Documents, in an amount in excess of one-half of one percent (1/2 of 1%) of the Bidder's total bid. Notwithstanding the foregoing, if the work involves the construction of streets and highways, then the Bidder shall list each subcontractor who will perform work or labor or render service to the Bidder in or about the work in an amount in excess of one-half of one percent (0.5%) of the Bidder's Total Bid Price or $10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

In compliance with the Subletting and Subcontracting Fair Practices Act Chapter 4 (commencing at Section 4100), Part 1, Division 2 of the California Public Contract Code, the Bidder shall set forth below:

(a) The portion of the work to be done by the subcontractor.

(b) The name and the location of the place of business.

(c) The California contractor license number; and

(d) The DIR public works contractor registration number.

If a Bidder fails to specify a subcontractor or if a Bidder specifies more than one subcontractor for the same portion of work, then the Bidder shall be deemed to have agreed that it is fully qualified to perform that portion of work and that it shall perform that portion itself.

Portion of Work to be done by Subcontractor	Name of Subcontractor	Location of Business	CSLB Contractor License No.	DIR Registration Number
45%	Elono Fence	5261 Pedley Rd Riverside CA 92509	337734	1000001395
35%	Premier Access Consulting group	489 El Paisano Dr Fallbrook CA 92028	1070769	1000692280

Portion of Work to be done by Subcontractor	Name of Subcontractor	Location of Business	CSLB Contractor License No.	DIR Registration Number
N/A	N/A	N/A	N/A	N/A

BIDDER INFORMATION AND EXPERIENCE FORM

INFORMATION ABOUT BIDDER

(Indicate not applicable ("N/A") where appropriate.)

NOTE: Where Bidder is a joint venture, pages shall be duplicated, and information provided for all parties to the joint venture.

1.0 Name of Bidder: Mike Elam Construction

2.0 Type, if Entity: Partnership

3.0 Bidder Address: 41 Choate Irvine CA 92620

949-616-8658
Facsimile Number Telephone Number

dustin@mikeelamconstruction.com
Email Address

4.0 How many years has Bidder's organization been in business as a Contractor? 35 year

5.0 How many years has Bidder's organization been in business under its present name? 5 years

5.1 Under what other or former names has Bidder's organization operated? Elam mike construction a partnership

6.0 If Bidder's organization is a corporation, answer the following:

6.1 Date of Incorporation: N/A

6.2 State of Incorporation: N/A

6.3 President's Name: N/A

6.4 Vice-President's Name(s): N/A

6.5 Secretary's Name: N/A

6.6 Treasurer's Name: N/A

7.0 If an individual or a partnership, answer the following:

7.1 Date of Organization: 05/01/2018

7.2 Name and address of all partners (state whether general or limited partnership):

mike Elam 41 Choate Irvine CA 92620

Dustin Elam 22816 Ruble Dr Lake forest CA 92630

8.0 If other than a corporation or partnership, describe organization and name principals:

N/A

9.0 List other states in which Bidder's organization is legally qualified to do business.

N/A

10.0 What type of work does the Bidder normally perform with its own forces?

Installation of door locking hardware, Framing of structures and dwelling units, Installation of doors.

11.0 Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:

No

12.0 Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:

No

13.0 List Trade References:

JrH Construction - John Hunley - 714-719-5855

Tilden-Coil Constructors - Daniel Delgado - 951-205-5328

Kazoni Construction - April Kulpinski - 714-982-1088

14.0 List Bank References (Bank and Branch Address):

US Bank - 22405 El toro Rd Lake Forest CA 92630

15.0 Name of Bonding Company and Name and Address of Agent:

Old republic Surety Company

David Neely - 9848 Business Park Dr, Ste H,

Sacramento CA 95827

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

LIST OF CURRENT PROJECTS (BACKLOG)

[**Duplicate Page if needed for listing additional current projects.**]

Project	Client Reference (agency name/contact info)	Description of Bidder's Work	Completion Date	Cost of Bidder's Work
N/A	N/A	N/A	N/A	N/A

LIST OF COMPLETED PROJECTS – LAST THREE YEARS

[**Duplicate Page if needed for listing additional completed projects.**]

Please include only those projects which are similar enough to demonstrate Bidder's ability to perform the required Work.

Project	Client Reference (agency name/contact info) 714-892-688	Description of Bidder's Work	Completion Date	Cost of Bidder's Work
Jefferson	April Kulpinski Kazon Construction	Installation of Access Control, Installation of Doors	01/10/2023	$55,000.00
magnolia locker room project	424-256-6318 Kazarian Group	Installation of Electronic locks, Programming of locks	02/15/2023	$44,000.00
Ball Glycerol Site Improvements	909-210-6480 Robert Tichy Miller Construction	Installation of locks on pedestal, Access control for Automated gates.	02/28/2022	$80,000.00

EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE

Personnel:

The Bidder shall identify the key personnel to be assigned to this project in a management, construction supervision or engineering capaDistrict.

1. List each person's job title, name, and percent of time to be allocated to this project:

Econo Fence - Judd Leslie, Project manager - 45%

Premier Access - David tuttle, President -

2. Summarize each person's specialized education:

EconoFence - Gate contractor, installation of gates, welding and Fabricating

premier Access - Installation of locking hardware, integrator and programming

3. List each person's years of construction experience relevant to the project:

Econo Fence -

premier Access - 5 years

4. Summarize such experience:

Both parties have Experience managing and performing work on public works construction projects.

Bidder agrees that personnel named in this Bid will remain on this Project until completion of all relevant Work, unless substituted by personnel of equivalent experience and qualifications approved in advance by the District.

Additional Bidder's Statements:

If the Bidder feels that there is additional information which has not been included in the questionnaire above, and which would contribute to the qualification review, it may add that information in a statement here or on an attached sheet, appropriately marked:

N/A

NON-COLLUSION DECLARATION

The undersigned declares:

I am the Partner of Mike Elam Construction, the party making the foregoing Bid.

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 03/27/2023 [date], at Orange County [District], California [state].

Name of Bidder Mike Elam Construction

Signature [signature]

Name Dustin Elam

Title Partner

PUBLIC WORKS CONTRACTOR DIR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See http://www.dir.ca.gov/Public-Works/PublicWorks.html for additional information.

No Bid will be accepted, nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.[1]

Name of Bidder: Mike Elam Construction

DIR Registration Number: 1000433167

DIR Registration Expiration: 06/30/2024

Small Project Exemption: _____ Yes or X No

Unless Bidder is exempt pursuant to the small project exemption, Bidder further acknowledges:

1. Bidder shall maintain a current DIR registration for the duration of the Project.

2. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the Project.

3. Failure to submit this form or comply with any of the above requirements may result in a finding that the Bid is non-responsive.

Name of Bidder Mike Elam Construction

Signature Dustin Elam

Name and Title Dustin Elam, Partner

Dated 03/27/2023

[1] If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

EXHIBIT "B"

PLANS AND SPECIFICATIONS

SEE ATTACHED DOCUMENTS

ASBESTOS-FREE MATERIALS CERTIFICATION

The undersigned declares that he or she is the person who executed the bid for the _____ _____ (hereinafter referred to as the "Project"), and submitted it to the **NEWPORT-MESA UNIFIED SCHOOL DISTRICT** (hereinafter referred to as the "District") on behalf of mike Elam construction (hereinafter referred to as the "Contractor").

To the best of my knowledge, information, and belief, in completing the Contractor's Work for the Project, no material furnished, installed, or incorporated into the Project will contain, or in itself be composed of, any materials listed by the federal or state EPA or federal or state health agencies as a hazardous material.

Any disputes involving the question of whether or not material installed with asbestos-containing equipment is settled by electron microscopy; the cost of any such tests shall be paid by the Contractor.

All work or materials installed by the Contractor which is found to contain asbestos, or work or material installed with asbestos-containing equipment, will be immediately rejected and this work shall be removed and replaced by the Contractor at no additional cost to the District. Decontamination and removal of work found to contain asbestos, or work installed with asbestos-containing equipment shall be done only under supervision of a qualified consultant, knowledgeable in the field of asbestos abatement and accredited by the Environmental Protection Agency.

The ASBESTOS REMOVAL CONTRACTOR shall be an EPA accredited contractor qualified in the removal of asbestos and shall be chosen and approved by the Asbestos Consultant who shall have sole discretion and final determination in this matter.

The asbestos consultant shall be chosen and approved by the Architect or the District who shall have sole discretion and final determination in this matter. The work will be not accepted until asbestos contamination is reduced to levels deemed acceptable by the Asbestos Consultant.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on this 27 day of March, 2023 at 10:50 AM.

Name of Bidder Mike Elam Construction

Signature _____

Name and Title Dustin Elam, Partner

Dated 03/27/2023

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF Orange

On March 28, 2023 before me, Shannon Brown, Notary Public, personally appeared Dustin Elam, 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.

SHANNON BROWN
COMM...2375517
NOTARY PUBLIC-CALIFORNIA
ORANGE COUNTY
My Term Exp. September 18, 2025

Signature of Notary Public

WITNESS my hand and official seal.

Shannon Brown

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ Individual
- ☐ Corporate Officer

Title(s)

- ☐ Partner(s) ☐ Limited ☐ General
- ☐ Attorney-In-Fact
- ☐ Trustee(s)
- ☐ Guardian/Conservator
- ☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

ASBESTOS-FREE MATERIALS CERTIFICATION

RECYCLED CONTENT CERTIFICATION

The undersigned declares that he or she is the person who executed the bid for the Corona Del mar Access control modification hereinafter referred to as the "Project"), and submitted it to the **NEWPORT-MESA UNIFIED SCHOOL DISTRICT** (hereinafter referred to as the "District") on behalf of hereinafter referred to as the "Contractor"). Pursuant to Public Contract Code Section 10308.5, all contractors are required to certify in writing under penalty of perjury the minimum (if not exact) percentage of recycled content in materials, goods, or supplies offered or products used in the performance of their contract, regardless of whether the product meets the required recycled product percentage as defined in Sections 12161 and 12200. The recycled content shall include both post-consumer material and secondary material as defined in Public Contract Code Sections 12161 and 12200 shall apply.
I declare under penalty of perjury under the laws of the State of California that the following percentages of Post-consumer Material and Secondary Material is in the materials, goods or supplies offered for, or products used in, the performance of the Contract for the Project:
0 % Post consumer Material 0 % Secondary Material.

Executed on this 27 day of March, 2023 at 10:30 Am.

Name of Bidder Mike Elam Construction

Signature [signature]

Name and Title Duston Elam, Partner

Dated 03/27/2023

Notary Acknowledgment

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STATE OF CALIFORNIA
COUNTY OF Orange

On March 28, 2023 before me, Shannon Brown, Notary Public, personally appeared Dustin Elam, 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.

SHANNON BROWN
COMM...2375517
NOTARY PUBLIC-CALIFORNIA
ORANGE COUNTY
My Term Exp. September 18, 2025

WITNESS my hand and official seal.

Shannon Brown

OPTIONAL

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- ☐ Individual
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Title(s)

- ☐ Partner(s) ☐ Limited ☐ General
- ☐ Attorney-In-Fact
- ☐ Trustee(s)
- ☐ Guardian/Conservator
- ☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

RECYCLED CONTENT CERTIFICATION

CONTRACTOR CERTIFICATION

With respect to the Contract dated _____ 20___ by and between NEWPORT-MESA UNIFIED SCHOOL DISTRICT ("District") and mike Elam Construction ("Contractor"), Contractor hereby certifies to the District's governing board that it has completed the criminal background check requirements of Education Code Section 45125.1 and that none of its employees that may come in contact with District 's pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

[signature], Dustin Elam — 03/27/2023

Contractor's Representative — Date

CONTRACTOR EXEMPTION

Pursuant to Education Code sections 45125.1 and 45125.2, the **NEWPORT-MESA UNIFIED SCHOOL DISTRICT** ("District") has determined that mike Elam Construction ("Contractor") is exempt from the criminal background check certification requirements for the Contract dated _____, 20__ by and between the District and Contractor ("Contract") because:

A. The Contractor's employees will have limited contact with District students during the course of the Contract.

B. Emergency or exceptional circumstances exist; or

C. With respect to contractors constructing, reconstructing, rehabilitating, or repairing a school facility, as provided in Section 45125.2, the Contractor has agreed to ensure the safety of pupils at the school facility by the following method(s) specified in Section 45125.2: _____.

School District Official

Date

CONTRACTOR & SUBCONTRACTOR FINGERPRINTING REQUIREMENTS

SUBCONTRACTOR'S CERTIFICATION

The **NEWPORT-MESA UNIFIED SCHOOL DISTRICT** ("District") entered into a Contract for services with Mike Elam Construction ("Contractor") on or about _____, 20____ ("Contract"). This certification is submitted by Premier Access, a subcontractor to the Contractor for purposes of that Contract ("Subcontractor"). Subcontractor hereby certifies to the District's governing board that it has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with District pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

Steve Little — 03/27/2023

Subcontractor's Representative — Date

SUBCONTRACTOR'S EXEMPTION

The **NEWPORT-MESA UNIFIED SCHOOL DISTRICT** ("District") entered into a Contract for services with _____ ("Contractor") on or about _____, 20____ ("Contract"). Pursuant to Education Code sections 45125.1 and 45125.2, the District has determined that _____, a subcontractor to the Contractor for purposes of that Contract ("Subcontractor"), is exempt from the criminal background check certification requirements for the Contract because:

The Subcontractor's employees will have limited contact with District students during the course of the Contract.

Emergency or exceptional circumstances exist; or

With respect to contractors constructing, reconstructing, rehabilitating, or repairing a school facility, as provided in Section 45125.2, the Contractor and/or Subcontractor have agreed to ensure the safety of pupils at the school facility by the following method(s) specified in Section 45125.2: _____.

_____ — _____

School District Official — Date

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification form is part of the Contract made by and between the **NEWPORT-MESA UNIFIED SCHOOL DISTRICT** (hereinafter referred to as the "District") and mike Olan Construction (hereinafter referred to as the "Contractor") for the Corona Del Mar Access Control modifications Project (hereinafter referred to as the "Project"). This form is required from all successful bidders pursuant to the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in their workplace and specifying actions which will be taken against employees for violations of the prohibition.

B. Establishing a drug-free awareness program to inform employees about all of the following:

   1. The dangers of drug abuse in the workplace.

   2. The person's or organization's policy of maintaining a drug-free workplace.

   3. The availability of drug counseling, rehabilitation, and employee-assistance programs; and

   4. The penalties that may be imposed upon employees for drug abuse violations.

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

I, the undersigned, agree to fulfill the terms and requirements of the Drug-Free Workplace Act as it now exists or may hereinafter be amended. Particularly, I shall abide by Government Code Section 8355 when performing the Contract for the Project by:

A. Publishing a statement notifying employees concerning the prohibition of controlled substance at my workplace.

B. Establishing a drug-free awareness program; and

C. Requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a) and agree to abide by the terms of that statement.

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

I acknowledge that I am aware of the provisions of Government Code Section 8350 et seq., and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Executed on this 27 day of March, 20 23 at 10:30Am.

Name of Bidder Mike Elam Construction

Signature _____

Name and Title Dustin Elam, Partner

Dated 03/27/2023

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF Orange

On March 28, 2023, before me, Shannon Brown, Notary Public, Notary Public, personally appeared Dustin Elam, 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.

SHANNON BROWN
COMM...2375517
NOTARY PUBLIC-CALIFORNIA
ORANGE COUNTY
My Term Exp. September 18, 2025

Signature of Notary Public

WITNESS my hand and official seal.

Shannon Brown

OPTIONAL

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CAPACITY CLAIMED BY SIGNER

- ☐ Individual
- ☐ Corporate Officer

Title(s)

- ☐ Partner(s) ☐ Limited ☐ General
- ☐ Attorney-In-Fact
- ☐ Trustee(s)
- ☐ Guardian/Conservator
- ☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

DRUG FREE WORKPLACE CERTIFICATION

CONTRACTOR'S CERTIFICATE REGARDING ALCOHOLIC BEVERAGE AND TOBACCO-FREE CAMPUS POLICY

The Contractor agrees that it will abide by and implement the District's Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, of any kind and at any time, in District-owned or leased buildings, on DISTRICT property and in DISTRICT vehicles. The Contractor shall procure signs stating, "ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED" and shall ensure that these signs are prominently displayed in all entrances to school property at all times.

Mike Elam Construction
Contractor Name

Signature

03/27/2023
Date

CERTIFICATION
LABOR CODE - SECTION 1861

I, the undersigned Contractor, am aware of the provisions of Section 3700, et seq., of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work on this Contract.

CONTRACTOR NAME mike Elam Construction

By: _____
Signature

Dustin Elam
Name (Print)

Partner
Title (Print)

Newport-Mesa
Unified School District

NEWPORT-MESA UNIIFED SCHOOL DISTRICT

ADDENDUM NO. 1
Corona del Mar Access Control Modifications

Informal Bid No. MO2023-0001

NEWPORT MESA UNIFIED SCHOOL DISTRICT
2985 BEAR ST., BLDG. A
COSTA MESA, CALIFORNIA 92626

March 21, 2023

The following revisions and/or clarifications shall be made to the proposal documents for the above-named work. All work described in the original proposal documents and all applicable Sections of the original proposal documents shall be included in the contract, except as herein modified:
Acknowledgement of this Addendum shall be made below and submitted with the proposal submission. If acknowledgement is not made the proposal may be considered non-responsive.

- Updated Gate count (6 double gates) and identified gate locations (see PDF attachment)
- Photos of perforated side panels dimensions. All perforated panels must have boarder all around panel perimeter.
    - Gate 1 (5ft. panel)
    - Gate 2 (4ft. 9inch panel) (16inch panel) (3ft. panel)
    - Gate 3 (8inch panel) (7ft. 7inch panel) (19inch panel)
    - Gate 4 (4ft. panel) (24inch panel) (4ft. 3inch panel) (6ft. 5inch panel)
- Contractor is responsible to verify exact field dimensions.
- There are a total of 12 single door openings (6 double gates to be modified).

BELOW, PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM AND SUBMIT IT WITH YOUR PROPOSAL.

Name: Dustin Elam

Signature: [signature]

Firm Name: Mike Elam Construction

Address: 41 Choate Irine CA 92620

Telephone #: 949-616-8659

Fax #: N/A

(END OF ADDENDUM NO.1)

OLD REPUBLIC SURETY COMPANY

Bond No. ORBB310086

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

Jacob Ellen, James Drake, David Neeley of Sacramento, CA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, ***(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds),*** as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18,1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 29th day of September, 2022.

OLD REPUBLIC SURETY COMPANY

Karen J Haffner
Assistant Secretary

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 29th day of September, 2022, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

31 1033

Signed and sealed at the City of Brookfield, WI this 24th day of March, 2023.

Karen J Haffner
Assistant Secretary

ORSC 22262 (3-06)

California Contractors Ins