

BID FORM

NAME OF BIDDER: Color New Co

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

Bid # 114-24 Exterior Painting at Various Sites

A. BID SCHEDULE

We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project for the following TOTAL BID PRICE + ALLOWANCE:

	BID PRICE (IN WRITTEN FORM)	BID PRICE (IN NUMBERS)
TOTAL BID PRICE + ALLOWANCE	Five Hundred Twelve Thousand Dollars and Zero Cents	\$512,000.00

In case of discrepancy between the written price and the numerical price, the written price shall prevail.

The undersigned agrees that this Bid Form constitutes a firm offer to the District which cannot be withdrawn for the number of calendar days indicated in the Notice Inviting Bids from and after the bid opening, or until a Contract for the Work is fully executed by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

The successful bidder hereby agrees to sign the contract and furnish the necessary bonds and certificates of insurance within ten (10) working days after the District provides the successful bidder with the Notice of Award.

Upon receipt of the signed contract and other required documents, the contract will be executed by the District, after which the District will prepare a letter giving Contractor Notice to Proceed. The official starting date shall be the date of the Notice to Proceed, unless otherwise specified. The undersigned agrees to begin the Work within ten (10) working days of the date of the Notice to Proceed, unless otherwise specified.

The undersigned has examined the location of the proposed work and is familiar with the Drawings and Specifications and the local conditions at the place where work is to be done.

If awarded the contract, the undersigned agrees that there shall be paid by the undersigned and by all subcontractors to all laborers, workers and mechanics employed in the execution of such contract no less than the prevailing wage rate within Orange County for each craft, classification,

BID SCHEDULE

- 13 -

1. Attached is the required bid security in the amount of not less than 10% of the Total Bid Price.
2. Attached is the completed Contractor's Certificate Regarding Workers' Compensation form.
3. Attached is the completed Iran Contracting Act Certificate form.
4. Attached is the completed Public Works Contractor Registration Certification form.
5. Attached is the completed Designation of Subcontractors form.
6. Attached is the completed Information Required of Bidders form.
7. Attached is the Asbestos-Free Material Certification.
8. Attached is the Recycled Content Certification.
9. Attached is the Contractor & Subcontractor Fingerprinting Requirements form.
10. Attached is the Drug-Free Workplace Certificate.
11. Attached is the Contractor's Certificate Regarding Alcoholic Beverage and Tobacco-Free Campus Policy.
12. Attached is the fully executed Non-Collusion Declaration form
13. Attached is the fully executed Fleet Compliance Certification.

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.

Name of Bidder Color New Co

Signature 

Name and Title Louis Loizu

Dated 03/26/2024

Bond No. 9560

BID BOND

The makers of this bond are, Color New Co.
as Principal, and Merchants Bonding Company (Mutual), as Surety and are held and firmly bound unto the 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 28, 2024, for Bid # 114-24 Exterior Painting at Various Sites.

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

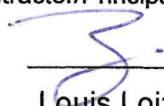
Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents shall in affect its obligation under this bond, and Surety does hereby waive notice of any such changes.

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 18th day of March, 2024, the name and corporate seal of each corporation.

(Corporate Seal)

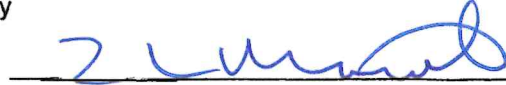
Color New Co.
Contractor/Principal

By: 

Title: Louis Loizu - Owner

(Corporate Seal)

Merchants Bonding Company (Mutual)
Surety

By: 

(Attach Attorney-in-Fact Certificate)

Title: Les M. Mantle - Attorney In Fact

The rate of premium on this bond is n/a per thousand.

The total amount of premium charges, \$ n/a

(The above must be filled in by corporate attorney)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

Merchants Bonding Company (Mutual)

P.O. Box 14498, Des Moines, Iowa 50306

(Name and Address of Agent or
Representative for service of
process in California, if different
from above)

Lesron Insurance Agency, Inc. - License No. 0792430

1440 N. Harbor Blvd., #610, Fullerton, CA 92835

(Telephone number of Surety and
Agent or Representative for service
of process in California)

714-441-2722

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.



DIMITAR MITEV
COMM # 2342314
Los Angeles County
California Notary Public
Comm Exp Jan. 19, 2025

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On MARCH 26, 2024, before me, Dimitar Mitev, Notary Public, personally appeared Louis Loizu, 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.

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.

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

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 18, 2024, before me, Mary Martignoni, Notary Public, personally appeared Les M. Mantle, 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.

Mary Martignoni

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

☐ Partner(s) Title(s)
☐ Limited
☐ General

- ☒ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

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

Merchants Bonding Company (Mutual)

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

BID BOND
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MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Les M Mantle

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission 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 fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 3rd day of February, 2024.



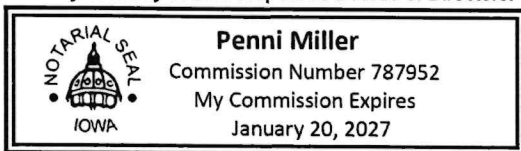
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 3rd day of February 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



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

[Signature]
Notary Public

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 18th day of March, 2024.



William Warner Jr.
Secretary

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Amended
Certificate of Authority

THIS IS TO CERTIFY *that, pursuant to the Insurance Code of the State of California,*

Merchants Bonding Company (Mutual)

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

Surety, Liability, and Miscellaneous

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

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 1st day of October, 2015, I have hereunto set my hand and caused my official seal to be affixed this 1st day of October, 2015.



Dave Jones
Insurance Commissioner

By

Valerie Sarfaty
Valerie Sarfaty
for Nettie Hoge
Chief Deputy

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code section 2200 et seq.)

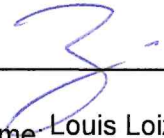
As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 *et seq.*) is true and correct:

☒ The Contractor is not:

- (1) identified on the current list of person and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
- (2) a financial instruction that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

☐ The District has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the District will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

☐ The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,000.

Signature: 

Printed Name: Louis Loizu

Title: Owner

Firm Name: Color New Co

Date: 03/26/2024

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

IRAN CONTRACTING ACT CERTIFICATION

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PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

If this bid is due on or after March 1, 2015, then 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.

Name of Bidder: Color New Co

DIR Registration Number: 1000001623

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 Color New Co

Signature 

Name and Title Louis Loizu

Dated 03/26/2024

**PUBLIC WORKS CONTRACTOR
REGISTRATION CERTIFICATION**

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DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California, each bidder shall set forth below: (a) the name and the location of the place of business, (b) CSLB contractor license number, (c) DIR registration number, and (d) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price. Notwithstanding the foregoing, if the work involves the construction of streets and highways, then the Contractor shall list each subcontractor who will perform work or labor or render service to Contractor in or about the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price. No additional time shall be granted to provide the below requested information.

If no subcontractor is specified, for a portion of the work, or if more than one subcontractor is specified for the same portion of Work, to be performed under the Contract in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price or \$10,000, whichever is greater if the work involves streets or highways, then the Contractor shall be deemed to have agreed that it is fully qualified to perform that Work, and that it shall perform that portion itself.

Work to be done by Subcontractor	Name of Subcontractor	Location of Business	CSLB Contractor License Number	DIR Registration Number
	NONE			

DESIGNATION OF SUBCONTRACTORS

Work to be done by Subcontractor	Name of Subcontractor	Location of Business	CSLB Contractor License Number	DIR Registration Number

INFORMATION REQUIRED OF BIDDERS

A. 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: Color New Co
- 2.0 Type, if Entity: Sole Ownership
- 3.0 Bidder Address: 22855 Califa St
Woodland Hills, CA 91367
818-884-0217 818-884-0856
Facsimile Number Telephone Number
- 4.0 How many years has Bidder's organization been in business as a Contractor?
20
- 5.0 How many years has Bidder's organization been in business under its present name?
20
- 5.1 Under what other or former names has Bidder's organization operated?
Color New Corp
- 6.0 If Bidder's organization is a corporation, answer the following:
- 6.1 Date of Incorporation: N/A
- 6.2 State of Incorporation: _____
- 6.3 President's Name: _____
- 6.4 Vice-President's Name(s): _____

- 6.5 Secretary's Name: _____
- 6.6 Treasurer's Name: _____
- 7.0 If an individual or a partnership, answer the following:
- 7.1 Date of Organization: 04/08/2003
- 7.2 Name and address of all partners (state whether general or limited partnership): Louis Loizu, Sole Owner

INFORMATION REQUIRED OF BIDDERS

B. LIST OF CURRENT PROJECTS (BACKLOG)

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

Project	Description of Bidder's Work	Completion Date	Cost of Bidder's Work
SEE ATTACHED			

INFORMATION REQUIRED OF BIDDERS

D. 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 capacity.

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

PROJECT MANAGER, Louis Loizu, 100%

2. Summarize each person's specialized education: _____

licensed painting and general building contractor

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

25

4. Summarize such experience:

completed more than 400 public works painting 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.

Changes Occurring Since Prequalification

If the District conducted a prequalification and if any substantive changes have occurred since Bidder submitted its prequalification package for this Project, Bidder shall list them below. If none are listed, Bidder certifies that no substantive changes have occurred.

INFORMATION REQUIRED OF BIDDERS

ASBESTOS-FREE MATERIALS CERTIFICATION

EXTERIOR PAINTING AT VARIOUS SITES
BID # 114-24

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 Color New Co (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 26th day of March, 2024 at Woodland Hills, CA.

Name of Bidder Color New Co

Signature 

Name and Title Louis Loizu, Owner

Dated March 26, 2024

ASBESTOS-FREE MATERIALS CERTIFICATION

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RECYCLED CONTENT CERTIFICATION

The undersigned declares that he or she is the person who executed the bid for the EXTERIOR PAINTING AT VARIOUS SITES BID # 114-24 (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 26th day of March, 20²⁴ at Woodland Hills, CA

Name of Bidder Color New Co

Signature _____

Name and Title Louis Loizu

Dated March 26, 2024

RECYCLED CONTENT CERTIFICATION

CONTRACTOR & SUBCONTRACTOR FINGERPRINTING REQUIREMENTS

CONTRACTOR CERTIFICATION

With respect to the Contract dated _____ 20__ by and between NEWPORT-MESA UNIFIED SCHOOL DISTRICT ("District") and Color New Co ("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).



Contractor's Representative Louis Loizu

March 26, 2024
Date

CONTRACTOR EXEMPTION

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

- The Contractor'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 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

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

Color New Co

(hereinafter referred to as the "Contractor") for the EXTERIOR PAINTING AT VARIOUS SITES BID # 114-24 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:

DRUG FREE WORKPLACE CERTIFICATION

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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 LOS ANGELES

On MARCH 26, 2024, before me, Dimitar Mitev, Notary Public, personally appeared LOUIS LOIZU, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 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.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ 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)

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

DRUG FREE WORKPLACE CERTIFICATION

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NON-COLLUSION DECLARATION

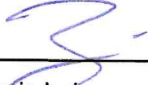
The undersigned declares:

I am the Owner of Color New Co, 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 March 26, 2024 [date], at Woodland Hills [city], California [state].

Name of Bidder Color New Co
Signature 
Name Louis Loizu
Title Owner

NON-COLLUSION DECLARATION

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Color New Co

22855 Califa St.

Woodland Hills, CA 91367

Tel: (818) 884-0856, Cell: (323) 854-9845, Fax: (818) 884-0217

colornewco@yahoo.com

Projects Currently in Progress

Project Name & Location: Sunset Center and Harrison Memorial Library Painting

DIR Project No.:

Project No.: 23-24-002

Description of Work: Interior & Exterior Painting / HazMat Abatement

Owner: City of Carmel-by-the-Sea, Robert M. Harary, PE, Director of Public Works, Monte Verde Street between Ocean and Seventh Avenues, Carmel-by-the-Sea, CA 93921, Phone: (831)620-2021, Email: rharary@ci.carmel.ca.us

Project Management: Ausonio, Inc., Diane Miller, Project Manager, 11420 A Commercial Parkway, Castroville, CA 95012, Phone: (831)238-8639, Email: diane@ausonio.com

Original Contract: \$341,000 + \$51,150 (15% Contingency) = \$392,150

Work Period: February 2024 – Current

Percentage Complete: 0%

NTP, Contract End Date: 2/1/24, 6/29/24

LIST OF REFERENCES

2023 - TOTAL AMOUNT OF CONTRACTS: \$7,641,917

Project Name & Location: Neff House, George House and Carriage Barn Exterior Surface Repair and Paint Center) Interior Refresh, 14300 San Cristobal Dr., La Mirada, CA 90638

DIR Project ID #: 473278

Description of Work: Painting & Repairs

Owner: City of La Mirada, Mark Rounds, Senior Administrative Analyst, 15515 Phoebe Avenue La Mirada, CA 90638, Phone: (562)902-2334, mrounds@cityoflamirada.org

Original Contract: \$327,840

Work Period: 09/15/23 – 12/08/23

NTP, Contract End Date: 09/05/23, 12/17/23

Project Name & Location: Santa Paula High School, 404 North Sixth Street, Santa Paula, CA 93060

DIR Project ID #: 461085

Description of Work: Painting

Owner: Santa Paula USD, Douglas Henning, Facilities & Construction Manager, 201 S. Steckel Dr., Santa Paula, CA 93060, Phone: (805)861-8353, dhenning@santapaulausd.org

Original Contract: \$371,000 – Allowance \$5,000 = \$366,000

Work Period: 04/22/23 – 11/05/23

NTP, Contract End Date: 03/30/23, 11/05/23

Project Name & Location: Exterior Painting at Mark Twain Elementary School, 12315 Thorson Avenue, Lynwood, CA 90262

DIR Project ID #: 487529

Description of Work: Exterior Painting

Owner: Lynwood USD, Porfiria Mora, Buyer, Purchasing, 11321 Bullis Road, Lynwood, CA 90262, Phone: (310)886-1600 ext. 8293, pmora@mylusd.org

Construction Management: Delterra, Manuel Jaramillo, Program Manager, 21 Miller Alley, Suite #210 Pasadena, CA 91103, Cell: 323.447.0996, Email: mjaramillo@delterra.com

Original Contract: \$281,000 **Work Period:** 09/16/23 – 10/20/23

NTP, Contract End Date: 08/31/23, 10/30/23

2022 - TOTAL AMOUNT OF CONTRACTS: \$4,009,839

Project Name & Location: Barstow Junior High School, 1000 Armory Rd., Barstow, CA 92311

DIR Project ID #: 445226

Description of Work: Painting

Owner: Barstow USD, Thelma Castelli, Director of Purchasing & Warehouse, 551 South Avenue "H", Barstow, CA 92311 Phone: (760)255-6272, thelma_castelli@busdk12.com

Construction Management: Ledesma & Meyer Construction Company Inc., Johnie McClellan, Superintendent, 9441 Haven Ave., Rancho Cucamonga, CA 91730 Phone: (909)257-1260 Email: JohnieM@lmcci.com

Original Contract: \$115,000

Work Period: 12/5/22 – 12/20/22

NTP, Contract End Date: 12/5/22, 30 calendar days from NTP

Project Name & Location: Exterior Painting at Home Base on G 513 North G Street, Lompoc, CA

Description of Work: Painting

Owner: Housing Authority of the County of Santa Barbara, Sheree Aulman, Construction Contract Coordinator, 815 W Ocean Ave, Lompoc CA 93436, Office: 805.736.3423 ext. 4300, Fax: 805.735.7672 Email: shereeaaulman@hasbarco.org

Original Contract: \$97,000 + CO's \$26,443 = \$123,443

Work Period: 11/14/22 – 12/17/22

Project Name & Location: Artesia High School, 12108 E Del Amo Blvd., Lakewood, CA 90715

DIR Project ID #: 415994

Description of Work: Hazmat Abatement and Painting

Owner: ABC USD, Steve Richards, Director of Maintenance, Operations, Transportation, & Facilities, 16700 Norwalk Blvd., Cerritos, CA 90703 Phone: (562)926-5566, ext. 22414 Steven.richards@abcusd.us

Original Contract: \$460,000 + CO #1 \$40,600 = \$500,600

Work Period: 7/26/22 – 8/17/22

NTP, Contract End Date: 6/10/22, 60 calendar days from start

Project Name & Location: Beverly Vista Middle School, 200 S Elm Dr, Beverly Hills, CA 90212

DIR Project ID #: 420338

Description of Work: Painting

Owner: Beverly Hills USD, Ken Haas, Executive Director of Construction and Facilities, 255 S. Lasky Dr., Beverly Hills, CA 90212 Phone: (310)551-5100, ext. 8198, khaas@bhusd.org

Original Contract: \$190,000 + CO \$33,900 = \$223,900

Work Period: 6/10/22 – 6/18/22

NTP, Contract End Date: 6/8/22, 8/9/22

Project Name & Location: Cerro Coso Community College Physical Education, 3000 College Heights Blvd., Ridgecrest, CA 93555

DIR Project ID #: 418260

Description of Work: Renovation Painting and Branding

Owner: Kern CCD, Daniel Reed, Construction Project Manager, 2100 Chester Ave., Bakersfield, CA 93301, Phone: (661)336-5181, Cell: (661)616-8048, Email: dareed@kccd.edu

Original Contract: \$182,500

Work Period: 6/17/22 – 9/13/22

NTP, Contract End Date: Agreement signed May 25, 2022, No end date specified

2020 - TOTAL AMOUNT OF CONTRACTS: \$3,395,319

Project Name & Location: Los Angeles Union Station Canopies Renovation, Platforms 4-6, 800 N Alameda St., Los Angeles, CA 90012-2177

Contract #: C3142-19

Description of Work: Painting and Repairs

Owner: Southern California Regional Rail Authority Metrolink Commuter Rail System, 900 Wilshire Blvd., Ste. 1500, Los Angeles, CA 90017 Eric Poghosyan, Senior Manager, Facilities, & Fleet Maintenance, Cell: 213-407-7706, Tel: (213)599-2953 poghosyane@scrra.net

Original Contract: \$2,678,047 + \$394,364.50 CO's = \$3,072,411.50

Work Period: 1/22/19 - 5/16/20

NTP, Contract End Date: NTP 1/29/19, End Date 6/30/20

2019 - TOTAL AMOUNT OF CONTRACTS: \$4,928,131

Project Name & Location: Napa State Hospital 2100 Napa Vallejo Highway Napa, CA 94558

Contract/Bid #: CAL 31-2, Project #1288

Description of Work: Painting and Repairs

Owner: Department of General Services 707 Third Street, 4th Floor, MS 502, West Sacramento, CA 95605 Meredith Harvan, P.E., Project Director ~~Tel: 916-376-3819~~ Cell: (916)539-2154

Email: Meredith.harvan@dgs.ca.gov

Original Contract: \$1,650,000 + \$245,519.30 CO's = \$1,895,519.30

Work Period: February 19, 2019 – December 13, 2019

NTP, Contract End Date: NTP 1/10/19, Contract End Date January 2020

MORE REFERENCES AVAILABLE UPON REQUEST

Color New Co.

23645 Marylee St.

Woodland Hills, CA 91367

Tel: (818) 884-0856, Cell: (323) 854-9845, Fax: (818) 884-0217

colornewco@yahoo.com

TRADE REFERENCES

DUNN EDWARDS

501 E. Broadway | Glendale, CA 91205

323.558.3443 Cell

818.243.6211 Off

carlos.navarro@dunnedwards.com

SHERWIN WILLIAMS

Tel: 805-861-7765

David Moon

David.d.moon@sherwin.com

VISTA PAINT

2020 E Orangethorpe Ave., STE 210, Fullerton, CA 92831

Tel: 714-680-3800, FAX: 714-446-8966

Pat Dowling

pdowling@vistapaint.com

WELLS FARGO BANK

6460 Platt Ave., West Hills CA 91307

Tel: 818-593-6653 Fax: 818-593-6656

Margarita Morrill

margarita.morrill@wellsfargo.com