

Newport-Mesa

Unified School District

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**CUPCCAA BID AND CONTRACT DOCUMENTS
FOR
FA2024-0003**

Newport Heights Elementary School Water Tie-In Project

Newport-Mesa Unified School District

2985 Bear Street

Costa Mesa, California 92626

Jonathan Geiszler, Director, Purchasing & Warehouse

jgeiszler@nmusd.us

BID FORMS

BID ACKNOWLEDGEMENT

NAME OF BIDDER: Kal Radwan the president of Kal Best Contractor, Inc DBA KBCI

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:

FA2024-0003 Newport Heights Water Tie-In

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 October 2, 2024 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This Bid constitutes a firm offer to the District which cannot be withdrawn for 90 days after the date set for opening of Bids, or until a Contract is executed by the District and a third party, whichever is earlier.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 1078043

Expiration date 07/31/2025

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:

Kal Best Contractor, Inc DBA (KBCI)

(Company Name)

Bidder's Business Address:

2203 Lerona Ave

Rowland Hights CA, 91748

By 
(Signature)

KAL RADWAN

(Type or print name)

President

(Title)

Rowland heights CA

(Where signed) (District, State)

(corporate seal)

Dated: 10/08, 2024

State of Incorporation:

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

Names and addresses of all partners or joint venturers:

Statement of the authority of signatory to bind Bidder:

BID SCHEDULE

TOTAL BID PRICE

\$ 99,999.00 **Ninety-Nine Thousand Nine Hundred Ninety-Nine Dollars**

Total Base Bid in Numbers

The undersigned agrees that this Bid Schedule 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.

If the Contract Documents specify alternate bid items, the District can choose to include any, all, or none of the alternate bid items in the Work. If the District selects any of the alternate bid items, the corresponding alternate bid prices shall be added to or deducted from Base Bid Price for the work. The District can award/select alternate bid items at any time(s).

Name of Bidder Kal Best Contractor, Inc DBA (KBCI)

Signature 

Name and Title Kal Radwan president

Dated 10/08/2024

Please look at the next 3 pages we have our Bid Bond

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, _____, as Principal, and _____, 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 _____, 20____, for FA2024-0003 Newport Heights Water Tie-In.

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 _____ day of _____, 20____, the name and corporate seal of each corporation.

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title _____

Please look at the next 3 pages we have our Bid Bond

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 _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, 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.

CAPADISTRICT CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual
☐ Corporate Officer

Title(s)

Title or Type of Document

- ☐ Partner(s) ☐ Limited
☐ General

Number of Pages

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

Date of Document

Signer is representing:

Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

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

Please look at the next 3 pages we have our Bid Bond

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 _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, 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.

CAPADISTRICT CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

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☐ 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

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

Please look at the next 3 pages we have our Bid Bond



AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Kal Best Contractor, Inc DBA KBCI

2203 Lerona Ave

Rowland Heights, CA 91748 -

Los Angeles County

OWNER:

(Name, legal status and address)

Newport Mesa Unified School District

2985 Bear St,

Costa Mesa, CA 92626

BOND AMOUNT:

Ten Percent of their Greatest Amount Bid (10% G.A.B.)

PROJECT:

(Name, location or address, and Project number, if any)

Lindbergh School Ceiling Replacement - Project # M02024-0002

SURETY:

(Name, legal status and principal place of business)

Developers Surety and Indemnity Company

800 Superior Avenue E., 21st Floor

Cleveland, OH 44114

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 7th day of October, 2024

Kal Best Contractor, Inc DBA KBCI

(Witness)

(Principal)

(Seal)

(Title)

Developers Surety and Indemnity Company

(Witness)

(Surety)

(Seal)

(Title) SHILO LEE LOSINO, ATTORNEY-IN-FACT

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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061110

POWER OF ATTORNEY FOR
COREPOINTE INSURANCE COMPANY
DEVELOPERS SURETY AND INDEMNITY COMPANY
59 Maiden Lane, 43rd Floor, New York, NY 10038
(212) 220-7120

KNOW ALL BY THESE PRESENTS that, except as expressly limited herein, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, do hereby make, constitute and appoint:

Shilo Losino

, of Woodland Hills, CA

as its true and lawful Attorney-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said companies, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said company could do, but reserving to each of said company full power of substitution and revocation, and all of the acts of said Attorney-in-Fact, pursuant to these presents, are hereby ratified and confirmed. This Power of Attorney is effective 10/17/2024 and shall expire on December 31, 2025.

This Power of Attorney is granted and is signed under and by authority of the following resolutions adopted by the Board of Directors of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY (collectively, "Company") on February 10, 2023:

RESOLVED, that Sam Zaza, President, Surety Underwriting, James Bell, Vice President, Surety Underwriting, and Craig Dawson, Executive Underwriter, Surety, each an employee of AmTrust North America, Inc., an affiliate of the Company (the "Authorized Signors"), are hereby authorized to execute a Power of Attorney, qualifying attorney(s)-in-fact named in the Power of Attorney to execute, on behalf of the Company, bonds, undertakings and contracts of suretyship, or other suretyship obligations; and that the Secretary or any Assistant Secretary of the Company be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney.

RESOLVED, that the signature of any one of the Authorized Signors and the Secretary or any Assistant Secretary of the Company, and the seal of the Company must be affixed to any such Power of Attorney, and any such signature or seal may be affixed by facsimile, and such Power of Attorney shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY have caused these presents to be signed by the Authorized Signor and attested by their Secretary or Assistant Secretary this March 27, 2023.

By: Sam Zaza

Printed Name: Sam Zaza

Title: President, Surety Underwriting



ACKNOWLEDGEMENT:

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

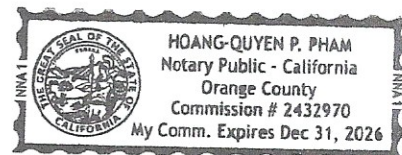
COUNTY OF Orange

On this 27 day of March, 2023, before me, Hoang-Quyen Phu Pham, personally appeared Sam Zaza, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that they executed the same in their authorized capacity, and that by the signature on the instrument the entities upon behalf of which the person acted, executed this 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 Hoang-Quyen Phu Pham



CORPORATE CERTIFICATION

The undersigned, the Secretary or Assistant Secretary of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in this Power of Attorney are in force as of the date of this Certification.

This Certification is executed in the City of Cleveland, Ohio, this March 19, 2023.

DocuSigned by:

By: Barry W. Moses

Barry W. Moses

Barry W. Moses, Assistant Secretary

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POA No. N/A

DocuSignEnvelopeID:3352BFD6-5E9D-4796-837E-C1E455E6530F

Ed. 0323

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

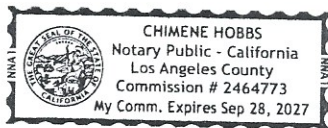
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of LOS ANGELES)
On 10/7/2021 before me, CHIMENE HOBBS, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer
personally appeared SHILO LEE LOSINO
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Chimene Hobbs
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

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
30%	SoCal Sewer & Water	Long Beach	1029948	1000060493

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

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: Kal Radwan president
- 2.0 Type, if Entity: Kal Best Contractor, Inc DBA (KBCI)
- 3.0 Bidder Address: 2203 Leron Ave Rowland Hights CA, 91748
- 626-464-5392 626-393-2638
Facsimile Number Telephone Number
kal@kbcipro
Email Address
- 4.0 How many years has Bidder's organization been in business as a Contractor?
15 years +
- 5.0 How many years has Bidder's organization been in business under its present name? 7 years since 2017
- 5.1 Under what other or former names has Bidder's organization operated?
Peace of Mind construction company
- 6.0 If Bidder's organization is a corporation, answer the following:
- 6.1 Date of Incorporation: 10/17/2017
- 6.2 State of Incorporation: 10/1/2017
- 6.3 President's Name: Kal Radwan
- 6.4 Vice-President's Name(s): _____

- 6.5 Secretary's Name: _____
- 6.6 Treasurer's Name: Omar Elghareeb

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

7.1 Date of Organization: 10/17/2017

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

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

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

California

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

General Contractor

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

Never

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:

None

13.0 List Trade References:

Newport-Mesa Unified School District

2985 Bear Street Costa Mesa, California 92626

Leonel Hernandez Assistant Director, Maintenance and Operations

ldhernandez@nmusd.us Office: (714) 424-3610

14.0 List Bank References (Bank and Branch Address):

El Segundo, City Hall

348 Main St, El Segundo, CA 90245

Orlando Rodriguez, PE Senior Civil Engineer

orodriguez@elsegundo.org

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

Covina-Valley Unified School District

519 East Badillo St Covina CA 91723-0269

Rich Rebenstorff, Director rrebenstorff@c-vusd.org

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NON-COLLUSION DECLARATION

The undersigned declares:

I am the President of Kal Best Contractor, Inc DBA (KBCI), 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 10/9/2024 [date], at _____ [District], _____ [state].

Name of Bidder Kal Best Contractor, Inc DBA (KBCI)

Signature 

Name Kal Radwan

Title President of KBCI

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/PublicWorks/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: Kal Best Contractor, Inc DBA (KBCI)

DIR Registration Number: 1000704842

DIR Registration Expiration: 06/30/2025

Small Project Exemption: _____ Yes or ☒ 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 Kal Best Contractor, Inc DBA (KBCI)

Signature 

Name and Title Kal Radwan president

Dated 10/9/2024

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 "A"

SERVICES / SCHEDULE

1. Pothole the existing water valve locations to verify 2" potable water line that can be used to supply enough GPMs of potable water to (3) new portable classrooms and new portable restrooms (8 toilets, 2 urinals, 6 sinks) efficiently with 2" POC tie-in. Approximately 165' of saw cutting, demo, piping, and trenching. Saw cut existing asphalt, trench, and lay in new water line that will tie into new portable classrooms and new portable restroom. Demo and haul off asphalt or concrete after saw cutting area. Asphalt or concrete will need to be poured back where material was removed. Afterwards new water line will need to be tied into new POC. Trench plates will need to be installed to protect open areas after work hours.
2. The project schedule is approximately (3) Saturday days, (8) Hours shifts each, for turnover of construction; Notice to proceed is anticipated to occur on or about **October 17, 2024**.
3. DISTRICT and awarded CONTRACTOR must include and provide Costa Mesa Water District our logistic plan, scope of work, pre-construction meeting/job walk invitation.
4. Subcontractor will need to furnish dumpster for daily clean up and debris haul off. Portable restroom will be subcontractor furnished.

EXHIBIT "B"
PLANS AND SPECIFICATIONS
SEE DOCUMENTS FILE

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

Kal Best Contractor, Inc DBA (KBCI) Kal Radwan
_____ (hereinafter referred to as the "Contractor") for the Newport Heights Elementary School Water Tie-In 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

- 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 Nineth day of October,
2024 at Rowland heights CA.

Name of Bidder Kal Best Contractor, Inc (KBCI)

Signature 

Name and Title Kal Radwan President

Dated 10/9/2024

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.

Kal Radwan President of KBCI

Contractor Name



Signature

10/9/2024

Date

EXHIBIT "D"
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: Kal Best Contractor, Inc DBA (KBCI)

By: 
Signature

Kal Radwan Ninety-Nine Thousand Nine Hundred Ninety-Nine Dollars
Name (Print)

President
Title (Print)



NEWPORT-MESA UNIFIED SCHOOL DISTRICT

ADDENDUM NO. 1

Newport Heights Water Tie In

Informal Bid No. FA2024-0003

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

October 7, 2024

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.

- **REPLACE:** Replace Bid Form with attached revised document adding option 1 and option 2 for tie in location bid submission.

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

Name: Kal Best Contractor, Inc DBA (KBCI)

Signature: 

Firm Name: Kal Radwan

Address: 2203 Lerona Ave Rowland Hights CA, 91748

Telephone #: 626-393-2638

Fax #: 626- 346- 3198

(END OF ADDENDUM NO.1)

BID FORMS

BID ACKNOWLEDGEMENT

NAME OF BIDDER: Kal Best Contractor, Inc DBA (KBCI)

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:

FA2024-0003 Newport Heights Water Tie-In

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 October 2, 2024 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 1078043

Expiration date 07/31/2025

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:

Bidder's Business Address:

KBCI
(Company Name)

By 
(Signature)

Kal Radwan
(Type or print name)

President
(Title)

Los Angles california
(Where signed) (District, State)

(corporate seal)

Dated: 10/10, 2024
State of Incorporation: California

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

Names and addresses of all partners or joint venturers:

Statement of the authority of signatory to bind Bidder:

BID SCHEDULE

OPTION 1
TOTAL BID PRICE TIE IN LOCATION 1

\$ 99,999.00 **Ninety-Nine Thousand Nine Hundred Ninety-Nine Dollars**
Total Base Bid in Numbers

OPTION 2
TOTAL BID PRICE TIE IN LOCATION 2

\$ 99,999.00 **Ninety-Nine Thousand Nine Hundred Ninety-Nine Dollars**
Total Base Bid in Numbers

Option 1 and 2 are noted on document “Waterline Connection Exhibit_2024-08-27” Option 1 is located on the Santa Ana Ave side of the property Option 2 is located in the fire lane.

The costs for any work shown or required in the Contract Documents, but not specifically identified as a bid line item are to be included in the related bid line items and no additional compensation shall be due to Contractor for the performance of the work.

All blank spaces appearing above must be filled in. Failure to fill in any blank spaces may render the Bid non-responsive. In case of discrepancy between the Unit Price and Item Cost set forth for a unit basis item, the Unit Price shall prevail and be utilized as the basis for determining the lowest responsive, responsible Bidder. However, if the amount set forth as a Unit Price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the Item Cost column, then the amount set forth in the Item Cost column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the Unit Price.

For purposes of evaluating Bids, the District will correct any apparent errors in the extension of unit prices and any apparent errors in the addition of lump sum and extended prices.

The estimated quantities for Unit Price items are for purposes of comparing Bids only and the District makes no representation that the actual quantities of work performed will not vary from the estimates. Final payment shall be determined by the District from measured quantities of work performed based upon the Unit Price.

The undersigned agrees that this Bid Schedule 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.

If the Contract Documents specify alternate bid items, the District can choose to include any, all, or none of the alternate bid items in the Work. If the District selects any of the alternate bid items, the corresponding alternate bid prices shall be added to or deducted from Base Bid Price for the work. The District can award/select alternate bid items at any time(s).

Name of Bidder_____

Signature_____

Name and Title_____

Dated_____