BID FORMS

BID ACKNOWLEDGEMENT

NAME OF BIDDER: NexGen Design Builders Inc

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:

FA2025-0002 Davis Magnet Elementary School – Fencing and Gates Project

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 10, 2025, 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This Bid constitutes a firm offer to the District which cannot be withdrawn for 90 days after the date set for opening of Bids, or until a Contract is executed by the District and a third party, whichever is earlier.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 1075626

Expiration date 05/31/2027

License classification A

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:

NexGen Design Builders Inc
(Company Name)

By _____
(Signature)

Sara Bekr
(Type or print name)

President
(Title)

CA
(Where signed) (District, State)

Bidder's Business Address:

580 Broadway St, suite 205
Laguna Beach, CA 92651

NEXGEN DESIGN BUILDERS INC
CORPORATE
SEAL
EST. 2019
CALIFORNIA

(corporate seal)

Dated: 10/07, 2025
State of Incorporation: CA

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

Names and addresses of all partners or joint venturers:

Sara Bekr, 480 Broadway ST #004, Laguna Beach, CA 92651

Statement of the authority of signatory to bind Bidder:

BID SCHEDULE

TOTAL BID PRICE + $17,000 ALLOWANCE

$ 76,984.48

TOTAL BID PRICE + $17,000 IN NUMBERS

Seventy six thousand nine hundred eighty four dollars and forty eight cents

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 NexGen Design Builders Inc

Signature

Name and Title Sara Bekr, President

Dated 10/07/2025

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, NexGen Design Builders Inc. dba BKPM Group, as Principal, and The Ohio Casualty Insurance Company, 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 October 14th, 2025, for **FA2025-0002 Davis Magnet School – Fencing and Gates Project.**

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 8th day of October, 2025, the name and corporate seal of each corporation.

(Corporate Seal)

NexGen Design Builders Inc. dba BKPM Group
Contractor/Principal

By _____

Title Sara Bekk - President

The Ohio Casualty Insurance Company
Surety

(Corporate Seal)

By _____
Attorney-in-Fact, Shaunna Rozelle Ostrom

(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 ORANGE

On Oct. 13, 2025, before me, MEHDI ZAHEDI, Notary Public, personally appeared SARA BEKR
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.

MEHDI ZAHEDI
Comm. #2476877
Notary Public · California
Orange County
Comm. Expires Dec 23, 2027

Signature of Notary Public

WITNESS my hand and official seal.

Mehdi Zahedi

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 October 8th, 2025, before me, Melissa Ann Vaccaro, Notary Public, personally appeared Shaunna Rozelle Ostrom, 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.

MELISSA ANN VACCARO
COMM. #2401942
Notary Public-California
ORANGE COUNTY
My Comm. Expires May 12, 2026

Signature of Notary Public

WITNESS my hand and official seal.

Melissa Ann Vaccaro

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)

The Ohio Casualty Insurance Company

DESCRIPTION OF ATTACHED DOCUMENT

Bid Bond
Title or Type of Document

Three (3)
Number of Pages

October 8th, 2025
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

Liberty Mutual SURETY

Bond No. CSBA-32458

POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8214600-969561**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Arturo Ayala; Daniel Huckabay; Adrian Langrell; Chelsea Liberatore; Frank Morones; R. Nappi; Dwight Reilly; Shaunna Rozelle Ostrom; Ben Stong; Michael D. Stong; Benjamin Wolfe; Magdalena R. Wolfe; Robert Wood

all of the city of Orange state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of August, 2025.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 12th day of August, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 8th day of October, 2025.

By: _____
Renee C. Llewellyn, Assistant Secretary

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

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

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
N/A				

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: NexGen Design Builders Inc

2.0 Type, if Entity: S Corporation

3.0 Bidder Address: 480 Broadway St #4, Laguna Beach CA 92651

949 415 4092
Facsimile Number Telephone Number

Sara.Bekr@NexGenDB.com
Email Address

4.0 How many years has Bidder's organization been in business as a Contractor? 5 years

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? dba BKPM Group - dba NexGen Construction Management

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

6.1 Date of Incorporation: 01/28/2019

6.2 State of Incorporation: CA

6.3 President's Name: Sara Bekr

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: N/A

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

N/A

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.

None

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

Fencing Work. concrete work. Construction Supervision.

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:

N/A

14.0 List Bank References (Bank and Branch Address):

Bank of America - 299 ocean avenue, laguna beach ca 92651

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

Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company

Shaunna Ostrom, 1411 n. batavia St, Ste 201, Orange CA 92867

[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
None				

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)	Description of Bidder's Work	Completion Date	Cost of Bidder's Work
Caltrans Fencing Improvement Project Phase I & II	Christy Le City of Garden Grove	demo existing CL fence Install new Securi4D fence & gates	2023-2024	$1,000,000

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:

Sara Bekr, construction manager , CA Professional Engineer- 100% dedicated to this project

2. Summarize each person's specialized education:

CA Professional Engineers License #C78789
CSLB # 1075626

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

19 years of experience i

4. Summarize such experience:

Significant experience in engineering and commercial construction including but not limited to major building renovations, ground up warehouses, ground up office buildings, office buildings TIs, site improvements, fencing projects, and others.

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:

NON-COLLUSION DECLARATION

The undersigned declares:

I am the president of NexGen Design Builders Inc, 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 10/07/25 [date], at Orange County [District], CA [state].

Name of Bidder NexGen Design Builders Inc

Signature _____

Name Sara Bekr

Title President

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: NexGen Design Builders Inc

DIR Registration Number: 1000841474

DIR Registration Expiration: 06/30/2027

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 NexGen Design Builders Inc

Signature _____

Name and Title Sara Bekr, President

Dated 10/07/25

[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

SEE ATTACHED SCOPE OF SERVICES, SPECIFICATIONS AND PHOTOS

EXHIBIT "B"

DRAWINGS / SPECIFICATIONS

SEE ATTACHED ARCHITECT DRAWINGS

EXHIBIT "C"
SPECIAL CONDITIONS

Article 1. **GENERAL**

This Section supplements and/or modifies certain provisions of the General Conditions and both General and Supplementary Conditions shall be deemed to be a part of every Specifications Section, as if wholly embodied and repeated in every Section. The CONTRACTOR and subcontractor shall be held to have read and thoroughly familiarized themselves with their content.

Article 2. **$17,000.00 ALLOWANCE**

Provide a $17,000.00 allowance to be used at the discretion of the DISTRICT for unforeseen conditions. All work pertaining to the allowance must be approved by the DISTRICT. If work authorized is less than the allowance, a deductive change order will be issued. Work to be directed by the DISTRICT. The allowance shall be listed as a line item on the CONTRACTOR'S schedule of values.

ASBESTOS-FREE MATERIALS CERTIFICATION

The undersigned declares that he or she is the person who executed the bid for the Davis Magnet elementary school (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 NexGen Design Builders Inc (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 13~~7~~th day of October, 2025 at 2pm.

Name of Bidder NexGen Design Builders Inc

Signature

Type text here

Name and Title Sara Bekr, President

Dated 10/07/2025

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 Oct. 13, 20__, before me, MEHDI ZAHEDI, Notary Public, personally appeared SARA BEKR, 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.

MEHDI ZAHEDI
Comm. #2476877
Notary Public · California
Orange County
Comm. Expires Dec 23, 2027

Signature of Notary Public

WITNESS my hand and official seal.

Mehdi Zahedi

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

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 Oct. 13, 2025 before me, MEHDI ZAHEDI, Notary Public, personally appeared SARA BEKR, 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.

MEHDI ZAHEDI
Comm. #2476877
Notary Public · California
Orange County
Comm. Expires Dec 23, 2027

Signature of Notary Public

OPTIONAL

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RECYCLED CONTENT CERTIFICATION

The undersigned declares that he or she is the person who executed the bid for the NexGen Design Builders Inc (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: _____ % Post consumer Material _____ % Secondary Material.

Executed on this 13th day of October, 2025 at 2pm _____.

Name of Bidder NexGen Design Builders Inc

Signature _____

Name and Title Sara Bekr, President

Dated 10/7/2025

Newport-Mesa
Unified School District

NEWPORT-MESA UNIIFED SCHOOL DISTRICT

ADDENDUM NO. 1

BID No. FA-2025-0002 David Magnet Elementary School – Fencing and Gates Project

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

10/9/2025

The following revisions and/or clarifications shall be made to the BID documents for the above-named work. All work described in the original BID documents and all applicable Sections of the original BID documents shall be included in the contract, except as herein modified:

Acknowledgement of this Addendum shall be made below and submitted with the BID submission. If acknowledgement is not made the proposal may be considered non-responsive.

1. ***Change:*** Scope of work to reflect updated fence layout for irrigation system modifications.
2. ***Add:*** School bell and calendar document, revised irrigation plan set and as-built plan set.

All other provisions of the BID remain unchanged.

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

Name: Sara Bekr

Signature:

Firm Name: NexGen Design Builders Inc

Address: 480 Broadway St #04, Laguna Beach, CA 92651

Telephone #: 9494154092

Email: Sara.Bekr@NexGenDB.com

(END OF ADDENDUM NO.1)