

BID FORM

NAME OF BIDDER: AJ FISTES CORPORATION

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 No. 117-26 Estancia & Newport Harbor High School Interior Flooring and Painting Project

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:

	BID PRICE + \$530,000 ALLOWANCE (IN WRITTEN FORM)	BID PRICE + \$530,000 ALLOWANCE (IN NUMBERS)
TOTAL BID PRICE + ALLOWANCE	<i>Four Millions six Hundred fifty Eight Thousand seven Hundred dollars</i>	<i>\$,658,700.00</i>

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The undersigned agrees that this Bid Form constitutes a firm offer to the District which cannot be withdrawn for the number of calendar days indicated in the Notice of Inviting Bids from and after the bid opening, or until a Contract for the Work is fully executed by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

BID SCHEDULE

contract no less than the prevailing wage rate within Orange County for each craft, classification, or type of worker needed to complete the Work contemplated by this contract as established by the Director of the Department of Industrial Relations. A copy of the prevailing rate of per diem wages are on file at the District's Administration Office and shall be made available to interested parties upon request.

Enclosed find cash, bidder's bond, or cashier's or certified check No. _____ from the _____ Bank in the amount of _____, which is not less than ten percent (10%) of this bid, payable to Newport-Mesa Unified School District as bid security and which is given as a guarantee that the undersigned will enter into a contract and provide the necessary bonds and certificates of insurance if awarded the Work.

The bidder furthermore agrees that in case of bidder's default in executing said contract and furnishing required bonds and certificates of insurance, the cash, bidder's bond, or cashier's or certified check accompanying this proposal and the money payable thereon shall become and shall remain the property of the Newport-Mesa Unified School District.

Bidder is an individual _____, or corporation ☒, or partnership _____, organized under the laws of the State of _____.

Bidder confirms license(s) required by California State Contractor's License Law for the performance of the subject project are in full effect and proper order. The following are the Bidder's applicable license number(s), with their expiration date(s) and class of license(s):

ANASTASIOS FISTES - PRESIDENT

NIKKI FISTES - SEC. TREASURER

JAKE FISTES - VP

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

Sureties that will furnish the Faithful Performance Bond and the Labor and Material Payment Bond, in the form specified herein, in an amount equal to one hundred percent (100%) of the contract price within ten (10) working days from the date the District provides the successful bidder the Notice of Award. Sureties must meet all of the State of California bonding requirements, as defined in California Code of Civil Procedure Section 995.120 and must be authorized by the State of California.

The insurance company or companies to provide the insurance required in the contract documents must have a Financial Strength Rating of not less than "A-" and a Financial Size Category of not less than "Class VII" according to the latest Best Key Rating Guide. At the sole discretion of the District, the District may waive the Financial Strength Rating and the Financial Size Category classifications for Workers' Compensation insurance.

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

Addenda No. 1 - 02/06/2026

Addenda No. _____

BID SCHEDULE

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Addenda No. _____

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 AJ FISTES CORPORATION

Signature 

Name and Title Anastasios Fistes - President

Dated 02/11/2026

**CONTRACTOR'S CERTIFICATE REGARDING
WORKERS' COMPENSATION**

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Name of Bidder AJ FISTES CORPORATION

Signature 

Name and Title Anastasios Fistes - President

Dated 02/11/2026

**CONTRACTOR'S CERTIFICATE REGARDING
WORKERS COMPENSATION**

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: Anastasios Fistes

Title: President

Firm Name: AJ FISTES CORPORATION

Date: 02/11/2026

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

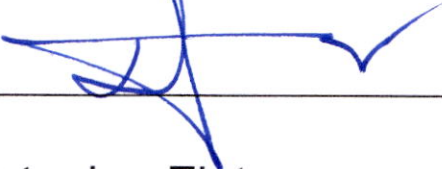
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FLEET COMPLIANCE CERTIFICATION

Bidder hereby acknowledges that they have reviewed the California Air Resources Board's policies, rules and regulations and are familiar with the requirements of Title 13, California Code of Regulations, Division 3, Chapter 9, effective on January 1, 2024 (the "Regulation"). Bidder hereby certifies, subject to penalty for perjury, that the option checked below relating to the Bidder's fleet, and/or that of their subcontractor(s) ("Fleet") is true and correct:

- ☐ The Fleet is subject to the requirements of the Regulation, and the appropriate Certificate(s) of Reported Compliance have been attached hereto.
- ☐ The Fleet is exempt from the Regulation under section 2449.1(f)(2), and a signed description of the subject vehicles, and reasoning for exemption has been attached hereto.
- ☐ Bidder and/or their subcontractor is unable to procure R99 or R100 renewable diesel fuel as defined in the Regulation pursuant to section 2449.1(f)(3). Bidder shall keep detailed records describing the normal refueling methods, their attempts to procure renewable diesel fuel and proof that shows they were not able to procure renewable diesel (i.e., third party correspondence or vendor bids).
- ☐ The Fleet is exempt from the requirements of the Regulation pursuant to section 2449(i)(4) because this Project has been deemed an Emergency, as defined under section 2449(c)(18). Bidder shall only operate the exempted vehicles in the emergency situation and records of the exempted vehicles must be maintained, pursuant to section 2449(i)(4).
- ☐ The Fleet does not fall under the Regulation or are otherwise exempted, and a detailed reasoning is attached hereto.

Name of Bidder: AJ FISTES CORPORATION

Signature: 

Name: Anastasios Fistes

Title: PRESIDENT

Date: 02/11/2026

FLEET COMPLIANCE CERTIFICATION

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: AJ FISTES CORPORATION

DIR Registration Number: 1000004394

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 AJ FISTES CORPORATION

Signature 

Name and Title Anastasios Fistes - President

Dated 02/11/2026

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
~~Abatement~~ ^{HA}	~~ABER~~ ^{HA} ~~Precision Contract~~	~~Seaside, CA~~ ^{HA}	~~701357~~ ^{HA}	~~1000018129~~ ^{HA}
Donald M Hoover	Carpet	Pontera, CA	178283	1000006421
Abatement	Janus Corp.	Merco, CA	572682	1000000894

DESIGNATION OF SUBCONTRACTORS

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

Name of Bidder AJ FISTES CORPORATION

Signature 

Name and Title Anastasios Fistes - President

Dated 02/11/2026

DESIGNATION OF SUBCONTRACTORS

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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: AJ FISTES CORPORATION
- 2.0 Type, if Entity: CORPORATION
- 3.0 Bidder Address: 1244 N GAFFEY ST.
SAN PEDRO CA 90731
- | | |
|---------------------|---------------------|
| <u>424.536.3142</u> | <u>424.536.3145</u> |
| Facsimile Number | Telephone Number |
- 4.0 How many years has Bidder's organization been in business as a Contractor?
30
- 5.0 How many years has Bidder's organization been in business under its present name?
30
- 5.1 Under what other or former names has Bidder's organization operated?
N/A
- 6.0 If Bidder's organization is a corporation, answer the following:
- 6.1 Date of Incorporation: 11.06.1996
- 6.2 State of Incorporation: CA
- 6.3 President's Name: ANASTASIOS FISTES
- 6.4 Vice-President's Name(s): JAKE FISTES
- 6.5 Secretary's Name: NIKKI FISTES
- 6.6 Treasurer's Name: NIKKI FISTES
- 7.0 If an individual or a partnership, answer the following:
- 7.1 Date of Organization: 11.06.1996
- 7.2 Name and address of all partners (state whether general or limited partnership):
N/A

INFORMATION REQUIRED OF BIDDERS

- 8.0 If other than a corporation or partnership, describe organization and name principals: N/A
- 9.0 List other states in which Bidder's organization is legally qualified to do business. N/A
- 10.0 What type of work does the Bidder normally perform with its own forces? PAINTING, FRAMING, DRYWALL
- 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: JOHN TRIP - 310.729.9214, JAVIER DOMINGUEZ - 323.794.5150
- 14.0 List Bank References (Bank and Branch Address): CHASE BANK 27319 HAWTHORNE BLVD ROLLING HILLS ESTATES CA 90274
- 15.0 Name of Bonding Company and Name and Address of Agent: RS BONDING - 1633 E 4TH ST. SANTA ANA CA 92701
RANDY SPOHN - 714.541.4700

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
Jersey Ave ES IMC	Modernization	11/2026	457,500
La Serna	Modernization	05/2026	339,400
San Pedro HS	Modernization	07/2027	1,951,690
Portola HS	Expansion	12/2026	149,700

C. 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	Description of Bidder's Work	Period of Performance	Cost of Bidder's Work
Newport Mesa Flooring & Paint	Demo, Flooring, Paint	06/03/2025 - 07/15/2025	1,451,300
Jersey Ave Floor & Paint	Abatement, Demo, Flooring, Paint	06/14/2025 - 09/05/2025	996,300
William Orr Flooring & Paint	Abatement, Demo, Flooring, Paint	06/14/2025 - 09/05/2025	932,600
UCLA Rieber	Paint, Floor, Drapery	06/16/2025 - 08/29/2025	2,898,728

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:

Jake Fistes - VP - 100%

Donelly Dubon - Foremen - 100%

2. Summarize each person's specialized education:

Painting in Union for 30 years; College degree in business management
and running projects

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

25 years, 20 years

4. Summarize such experience:

Running and supervising multiple projects yearly

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.

N/A

INFORMATION REQUIRED OF BIDDERS

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:

E. VERIFICATION AND EXECUTION

These Bid Forms shall be executed only by a duly authorized official of the Bidder:

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

Name of Bidder AJ FISTES CORPORATION

Signature 

Name and Title Anastasios Fistes - President

Dated 02/11/2026

ASBESTOS-FREE MATERIALS CERTIFICATION

The undersigned declares that he or she is the person who executed the bid for the **Estancia & Newport Harbor High School Interior Flooring and Painting Project, Bid No. 117-26** (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 AJ FISTES CORPORATION (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 11 day of February, 2026 at SAN PEDRO.

Name of Bidder AJ FISTES CORPORATION

Signature 

Name and Title Anastasios Fistes - President

Dated 02/11/2026

ASBESTOS-FREE MATERIALS CERTIFICATION

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.

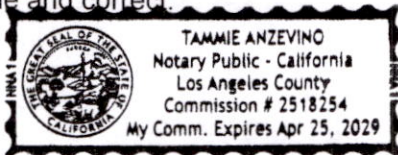
STATE OF CALIFORNIA
COUNTY OF Los Angeles

On 2/11, 2020, before me, Tammie Anzevino, Notary Public, personally

appeared Arastasio Ruiz, 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.



Signature of Notary Public

WITNESS my hand and official seal.

[Signature]

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ Individual
☐ Corporate Officer

Title(s)

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

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

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

ASBESTOS-FREE MATERIALS CERTIFICATION

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RECYCLED CONTENT CERTIFICATION

The undersigned declares that he or she is the person who executed the bid for the **Estancia & Newport Harbor High School Interior Flooring and Painting Project, Bid No. 117-26** (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.

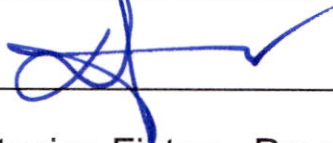
I declare under penalty of perjury under the laws of the State of California that the following percentages of Post-consumer Material and Secondary Material is in the materials, goods or supplies offered for, or products used in, the performance of the Contract for the Project:

_____ % Post consumer Material _____ % Secondary Material.

Executed on this 11 day of February, 2026 at
San Pedro, CA

Name of Bidder AJ FISTES CORPORATION

Signature



Name and Title Anastasios Fistes - President

Dated 02/11/2026

RECYCLED CONTENT CERTIFICATION

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.

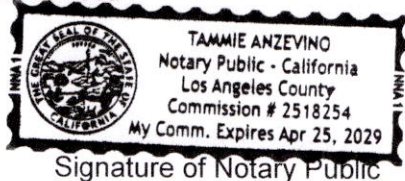
STATE OF CALIFORNIA
COUNTY OF Los Angeles

On 2/11, 2020, before me, Tammie Anzevino, Notary Public,
personally

appeared Anastasion Lites, 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.

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

RECYCLED CONTENT CERTIFICATION

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CONTRACTOR & SUBCONTRACTOR FINGERPRINTING REQUIREMENTS

CONTRACTOR CERTIFICATION

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

Date

CONTRACTOR EXEMPTION

Pursuant to Education Code sections 45125.1 and 45125.2, the **NEWPORT-MESA UNIFIED SCHOOL DISTRICT** ("District") has determined that AJ FISTES CORPORATION ("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

02/11/2026

Date

CONTRACTOR & SUBCONTRACTOR FINGERPRINTING REQUIREMENTS

CONTRACTOR & SUBCONTRACTOR FINGERPRINTING REQUIREMENTS

SUBCONTRACTOR'S CERTIFICATION

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

Subcontractor's Representative

Date

SUBCONTRACTOR'S EXEMPTION

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

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

Emergency or exceptional circumstances exist; or

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

School District Official

Date

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 _____ AJ Fistes Corporation _____ (hereinafter referred to as the "Contractor") for the **Estancia & Newport Harbor High School Interior Flooring and Painting Project, Bid No. 117-26** Project (hereinafter referred to as the "Project"). This form is required from all successful bidders pursuant to the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

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

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in their workplace and specifying actions which will be taken against employees for violations of the prohibition.
- B. Establishing a drug-free awareness program to inform employees about all of the following:
 - 1. The dangers of drug abuse in the workplace.
 - 2. The person's or organization's policy of maintaining a drug-free workplace.
 - 3. The availability of drug counseling, rehabilitation and employee-assistance programs; and
 - 4. The penalties that may be imposed upon employees for drug abuse violations.
- C. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision "A," and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

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

- A. Publishing a statement notifying employees concerning the prohibition of controlled substance at my workplace.
- B. Establishing a drug-free awareness program; and

DRUG FREE WORKPLACE CERTIFICATION

- 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.

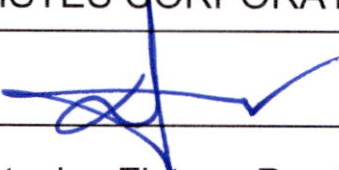
I also understand that if the District determines that I have either: (a) made a false certification herein; or (b) violated this certification by failing to carry out the requirements of Section 8355, the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand 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 11 day of February,

2026 at SAN PEDRO CA.

Name of Bidder AJ FISTES CORPORATION

Signature 

Name and Title Anastasios Fistes - President

Dated 02/11/2026

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.

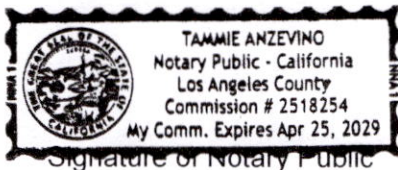
STATE OF CALIFORNIA
COUNTY OF Los Angeles

On 2/11, 2020, before me, Tammie Anzevino, Notary Public,
personally

appeared Anastacio Lino, 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]

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

DRUG FREE WORKPLACE CERTIFICATION

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**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.

AJ FISTES CORPORATION

Contractor Name

Signature

02/11/2026

Date

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

NON-COLLUSION DECLARATION

The undersigned declares:

I am the VICE PRESIDENT of AJ FISTES CORPORATION, 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 02/11/2026 [date], at SAN PEDRO [city], CA [state].

Name of Bidder AJ FISTES CORPORATION

Signature 

Name Anastasios Fistes

Title President

NON-COLLUSION DECLARATION

BID BOND

The makers of this bond are, A.J. Fistes Corporation, as Principal, and U.S. Specialty 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 February 11th, 20 26, for **Bid No. 117-26 Estancia & Newport Harbor High School Interior Flooring and Painting Project.**

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.

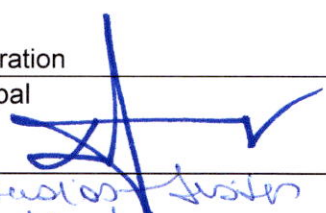
In the event a lawsuit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all litigation expenses incurred by the District in such suit, including reasonable attorneys' fees, court costs, expert witness fees and expenses.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this 29th day of January, 20 26, the name and corporate seal of each corporation.

(Corporate Seal)

A.J. Fistes Corporation

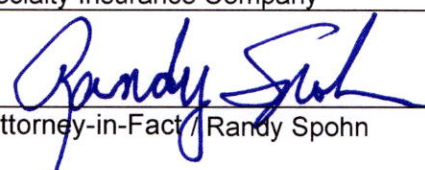
Contractor/Principal

By: 

Title: President

U.S. Specialty Insurance Company

Surety

By: 

Attorney-in-Fact / Randy Spohn

Title: Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

The rate of premium on this bond is NA per thousand.

The total amount of premium charges, \$ 0.00

(The above must be filled in by corporate attorney)

BID BOND

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THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

U.S. Specialty Insurance Company

801 South Figueroa Street, Suite 700

Los Angeles, CA 90017

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

R S Bonding & Insurance Agency

1633 E. Fourth Street, Suite 228

Santa Ana, CA 92701

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

Surety: (949) 740-7004

Agent: (714) 541-4700

BID BOND

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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.

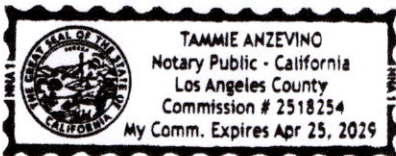
STATE OF CALIFORNIA
COUNTY OF Los Angeles

On 2/11, 2020, before me, TAMMIE ANZEVINO, Notary Public,
personally

appeared Anastasion Pister, 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]

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

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 January 29th, 2026, before me, Erika G. Morgan, Notary Public,
personally

appeared Randy Spohn, 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.



Signature of Notary Public

WITNESS my hand and official seal.

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 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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TOKIO MARINE
HCC

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Randy Spohn, Matthew R. Dobyns, Ashley M. Spohn, Hamilton Kenney or Eli Stalzer of Santa Ana, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** *****Twenty Million**** Dollars (***\$20,000,000.00***).

This Power of Attorney shall expire without further action on January 31st 2028. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of February 2024.



AMERICAN CONTRACTORS INDEMNITY COMPANY, TEXAS
BONDING COMPANY, UNITED STATES SURETY COMPANY,
U.S. SPECIALTY INSURANCE COMPANY

By:

Daniel P. Aguilar, Vice President

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

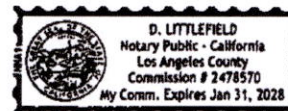
On this 1st day of February 2024, before me, D. Littlefield, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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

(seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 29th day of January 2026.

Bond No. AJFIS-2341
Agency No. PDF POA - 7721



Kio Lo, Assistant Secretary

visit tmhcc.com/surety for more information

HCCSMANPOA02/2024



Newport-Mesa
Unified School District

NEWPORT-MESA UNIFIED SCHOOL DISTRICT

ADDENDUM NO. 1

ESTANCIA & NEWPORT HIGH SCHOOL INTERIOR FLOORING AND PAINTING PROJECT

BID No. 117-26

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

2/6/26

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. **Replace:** Engineering drawing set to include revisions to scope of work.
2. **Add:** Flooring and Interior Paint specifications document.
3. **Change:** Special Conditions to add section 12 (murals and decals) & 13 (Unit Cost Pricing Worksheet)
4. **Add:** Newport Harbor High School Murals and Decals document.

All other provisions of the BID remain unchanged.

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

Name:

Anastasio Potos

Signature:

[Signature]

Firm Name:

AJ Potos Corporation

Address:

1244 W. Jabbay Street
San Pedro CA 90731

Telephone #:

4245363142

Email:

AJPotos@gmail.com

(END OF ADDENDUM NO.1)

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 the contract, as if wholly embodied and repeated in every Section. The CONTRACTOR and subcontractors shall be held to have read and thoroughly familiarized themselves with their content.

Article 2. \$530,000 ALLOWANCE

Provide a \$530,000 allowance as part of the CONTRACTOR's bid, 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 is authorized for 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.

Article 3. BARRIER/TEMPORARY FENCE/SCREENS AND COVERINGS

The CONTRACTOR will provide a barrier/temporary fence/screens to divide the workspace between the work area and the public. It is the CONTRACTOR's responsibility to separate and secure all construction areas to prevent personal harm or injury and property damage. CONTRACTOR will make every effort, such as providing screens and coverings or tarps, to prevent and protect persons and property (not part of the contract scope) from exposure to paint overspray. CONTRACTOR is responsible for the cleanup or repair of any property that is incorrectly painted or exposed to spill/overspray.

Article 4. CLEAN WORK SITE

The CONTRACTOR is responsible for all clean-up in the area of work. The CONTRACTOR shall provide daily cleaning of any trash, paint overspray, dust, debris, paint chips and construction materials. CONTRACTOR will pressure wash excess paint spills/stains or overspray from all hard surfaces such as finished materials, furniture, concrete walkways, roads, and asphalt areas, etc. The CONTRACTOR will remove or secure all materials on site within a lockable container or secure area when work is not occurring.

If the site is not clean at any time of the day, the DISTRICT will back charge the contractor on the cost of cleaning.

Article 5. PROTECTION AGAINST ADVERSE WEATHER

CONTRACTOR to protect project work sites against adverse weather conditions such as rain, high winds, etc. to prevent damage to the work site. CONTRACTOR to refurbish any damaged work site elements at their own expense if they fail to protect against adverse weather.

Article 6. WEEKLY MEETINGS

SPECIAL CONDITIONS

CONTRACTOR will meet once a week, with the DISTRICT, AOR and all necessary parties associated with the Work. The meetings are to review the status of the work, anticipate and resolve any issues and pending tasks. Meeting shall be in-person or via remote meetings at the discretion of the DISTRICT.

Article 7. CRITICAL PATH METHOD SCHEDULE

CONTRACTOR shall provide the DISTRICT with a schedule utilizing the critical path method. The CPM schedule shall show all the sites, and all the work tasks associated with each site until completion of the project. Tasks must be sufficiently detailed to allow the DISTRICT to accurately track the ongoing work. All the tasks will be tied with logic. The CONTRACTOR will provide the DISTRICT with a weekly update of the CPM schedule during the weekly progress meetings. CONTRACTOR may use either Primavera P6 or Microsoft Project to generate and update the CPM schedule. CONTRACTOR will provide a Baseline CPM Schedule within 3 (three) days of the DISTRICT issuance of a Notice to Proceed or during the PRECON meeting, whichever comes first.

Article 8. SCHEDULE OF VALUES/PAYMENT APPLICATION

The CONTRACTOR will provide a Schedule of Values showing tasks based on the AIA G703 document and follow the applicable 50 Division format established by the Construction Specifications Institute (CSI) for listing categories. On the AIA G702/703 forms, list the installed value of each item of work and each subcontracted item/task as a separate line item to serve as a basis for computing values for progress payments. The AIA G702/703 will be the more detailed format as the CONTRACTOR'S payment application. The CONTRACTOR will provide a Schedule of Values within 3 (three) days of the DISTRICT issuance of a Notice to Proceed.

Article 9. LEAD/ASBESTOS TRAINED AND CERTIFIED WORKERS

It is the CONTRACTOR'S responsibility to provide lead/asbestos-trained and certified workers to accomplish work which would disturb lead/asbestos containing materials at all areas identified by the District's Hazardous Material Consultant. CONTRACTOR will use lead/asbestos trained workers to employ abatement and demolition techniques on all areas with hazardous materials. No paint chips or dust shall remain on any surfaces after the project is complete. CONTRACTOR to coordinate and accommodate their work with the DISTRICT Hazardous material monitoring company. CONTRACTOR will secure dedicated containers for abatement purposes.

Article 10. PROJECT REQUIREMENTS

CONTRACTOR to assist in PRECON Meeting. CONTRACTOR to assist in weekly OAC Meeting. A Baseline Schedule is to be provided during the PRECON Meeting. The Baseline Schedule must be detailed and show all phases, trades and construction aspects with a Critical Path Method (CPM). A detailed Logistics plan will also be provided during the PRECON Meeting. 2 Week Look ahead to be provided and updated during the construction duration. Moving, Protection, and Liability Requirements: Contractor shall engage a licensed and insured professional moving company experienced in comparable projects to perform all furniture, equipment, and contents relocation.

SPECIAL CONDITIONS

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Prior to any moving activities, the CONTRACTOR mover shall photograph and/or video document all rooms, buildings, furniture, equipment, and existing conditions, with dated records organized by location and submitted to the Owner/CM before items are moved; failure to document shall constitute acceptance of full responsibility for any damage. All items shall be properly wrapped, padded, and protected using industry-standard methods, including moving blankets, appropriate wrapping materials, and corner protection, and all adjacent finishes (floors, walls, door frames, elevators, etc.) shall be adequately protected. Items shall be clearly labeled, stored in clean and secure areas (such as containers provided by the contractor, the containers should be adequate, protected from theft, vandalism and weather), and returned to their original locations in original condition unless otherwise directed. The CONTRACTOR and mover shall be fully responsible for any loss, damage, or breakage occurring during moving, storage, or reinstallation, and at the Owner's discretion shall repair, replace with like kind and quality, or provide full monetary compensation, without limitation by minimal valuation policies. Work may be stopped for inadequate protection at no cost to the Owner, and final acceptance shall occur only after all items are returned and no unresolved damage remains. Any damaged item shall be replaced with an item of equal or higher quality.

Article 11. ADDITIONAL REQUIREMENTS

- CONTRACTOR to ensure the safety of all workers and perform this work in compliance with OSHA regulations and maintain a safe working environment for all personnel and school occupants.
- CONTRACTOR to implement dust and noise control measures to minimize impact on surrounding areas while school is in session.
- The CONTRACTOR must communicate and coordinate all scheduling with the designated District Project Manager.
- The CONTRACTOR shall document and submit any deviations from the approved materials, scope, to the DISTRICT for approval before proceeding with the proposed deviation.
- CONTRACTOR to submit all material submittals prior to procurement and installation in a timely manner.
- CONTRACTOR to submit Baseline Schedule prior to mobilization.
- CONTRACTOR to document and notify District of the completion of all major project milestones, as well as any delays to the completion of milestones.
- CONTRACTOR to submit Logistics plan for Construction Manager review and approval prior to mobilization. Plan to include: Aerial view and showcase but not limited to: Fencing, Porta Potty, Lay down area, Heavy Equipment location, access and routing.
- CONTRACTOR is responsible for submitting RFI's in a timely manner prior to bidding the project.
- For Estimates above \$ 25,000; CONTRACTOR must submit Performance & Payment Bonds and show it as a line item on their quote.
- CONTRACTOR to submit As-Built Drawings, Preparation of Work area and Shop Drawings. (Abatement Only) and O&M upon project completion.

SPECIAL CONDITIONS

- CONTRACTOR to submit Schedule of Values (SOV) prior to mobilization for Project Manager review & approval.
- CONTRACTOR to perform thorough final cleaning of all surfaces, fixtures, and equipment.
- CONTRACTOR to ensure all new installations are fully functional and meet project specifications.
- CONTRACTOR to conduct a final walkthrough with the project team for final acceptance.
- CONTRACTOR to perform any requested punchwork as requested by the project management team in a timely manner.
- Project is subject to prevailing wage requirements in accordance with the Department of Industrial Relations (DIR) regulations.

Article 12. MURALS AND DECALS

The CONTRACTOR shall protect and/or remove all decals and murals noted on the document labeled "NHHS Murals and Decals".

Article 13. UNIT COST PRICING WORKSHEET

Note: The table below is for reference only. It is to be used at the District's discretion for any additional potential work.			
Item No:	Description	Unit	Unit Price
1	Provide unit price for the installation of new threshold up to 36". All thresholds must meet CBC 2022 accessibility requirements and is subject to review and approval by District and Architect.	1 EA	\$ 150.00
2	Replace plywood substrate: Provide unit price for the removal and installation of plywood subfloor to match existing. Provide price per 4' x 8' x 3/4" flooring rated sheet of plywood. Note: 1 Unit each of 4' x 8' x 3/4"	1 EA	\$ 400.00
3	Abatement of asbestos floor, mastic and cove base per abatement report.	1 SF	\$ 12.59
4	Provide unit price for a single mobilization, to include set up of containment and related equipment necessary to perform abatement work.	1 EA	\$ 3900.00
5	Demo non-hazardous (non-asbestos) floor and prepare for installation of new floor.	1 SF	\$ 2.15
6	Install resilient floor per specification.	1 SF	\$ 6.25
7	Install carpet per specification.	1 SQ	\$ 3.92

END OF SECTION

SPECIAL CONDITIONS

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