

BID FORM

NAME OF BIDDER: Vieko Innobuild Inc

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 # 125-26 Pomona Elementary Restroom Additions

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 + \$52,500.00 ALLOWANCE (IN WRITTEN FORM)	BID PRICE + \$52,500.00 ALLOWANCE (IN NUMBERS)
TOTAL BID PRICE	Two Hundred and Seventy-Two Thousand and Five hundred dollars	\$ 272,500

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

The undersigned agrees that this Bid Form constitutes a firm offer to the District which cannot be withdrawn for the number of calendar days indicated in the Notice Inviting Bids from and after the bid opening, or until a Contract for the Work is fully executed by the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

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

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

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

BID SCHEDULE

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

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):

General Contractor Class B	CA Lic # 1138900	Expiration Date 06/30/2027
Department of Industrial Relations	# 2000015344	Expiration Date 06-30-2026

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

BID SCHEDULE

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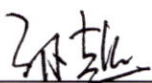
Addenda No. 1

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 Designation of DVBE Subcontractors form.
7. Attached is the completed Information Required of Bidders form.
8. Attached is the Asbestos-Free Material Certification.
9. Attached is the Recycled Content Certification.
10. Attached is the Contractor & Subcontractor Fingerprinting Requirements form.
11. Attached is the Drug-Free Workplace Certificate.
12. Attached is the Contractor's Certificate Regarding Alcoholic Beverage and Tobacco-Free Campus Policy.
13. Attached is the fully executed Non-Collusion Declaration form.
14. 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 Vieko Innobuild Inc

Signature 

Name and Title Chao Sun C.E.O

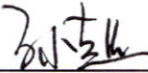
Dated 5-12-26

BID SCHEDULE
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**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 Vieko Innobuild Inc

Signature 

Name and Title Chao Sun C.E.O

Dated 05-12-26

**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:

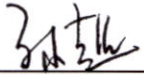
☒ The Contractor is not:

(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: Chao Sun

Title: C.E.O

Firm Name: Vieko Innobuild Inc

Date: 05-12-26

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

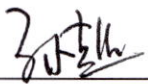
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FLEET COMPLIANCE CERTIFICATION

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: Vieko Innobuild Inc

Signature: 

Name: Chao Sun

Title: C.E.O

Date: 5-12-26

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.

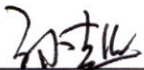
Name of Bidder: Vieko Innobuild Inc

DIR Registration Number: 2000015344

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 Vieko Innobuild Inc

Signature 

Name and Title Chao Sun C.E.O

Dated 5-12-26

**PUBLIC WORKS CONTRACTOR
REGISTRATION CERTIFICATION**

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BID BOND**NO. 11-920-006**

The makers of this bond are, Vieko InnoBuild Inc, as Principal, and United Surety Insurance Company, as Surety and are held and firmly bound unto the NEWPORT-MESAUNIFIED 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 May 13, 2026, for **Bid # 125-26 Pomona Elementary Restroom Additions**.

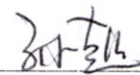
If the Principal does not withdraw its bid within the time specified in the Contract Documents; and if the Principal is awarded the Contract and provides all documents to the District as required by the Contract Documents; then this obligation shall be null and void. Otherwise, this bond will remain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

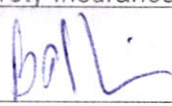
In the event a lawsuit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all litigation expenses incurred by the District in such suit, including reasonable attorneys' fees, court costs, expert witness fees and expenses.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this 13th day of May, 2026, the name and corporate seal of each corporation.

(Corporate Seal)

Vieko InnoBuild Inc
Contractor/PrincipalBy: CHAO SUN Title: CEO

(Corporate Seal)

United Surety Insurance Company
SuretyBy: 

Blake A. Pfister, Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title: Attorney-in-FactThe rate of premium on this bond is \$0.00 per thousand.The total amount of premium charges, \$0.00

(The above must be filled in by corporate attorney)

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California

County of Orange

On May 4, 2026

Date

before me, L. Nahina Pfister, Notary Public

Here Insert Name and Title of the Officer

personally appeared Blake A. Pfister

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature

L. Nahina Pfister
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bid Bond 11-920-006

Document Date: May 13, 2026

Number of Pages: _____

Signer(s) Other Than Named Above: N/A, None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Blake A. Pfister

Signer's Name: -----

☐ Corporate Officer – Title(s): _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Partner – ☐ Limited ☐ General

☐ Individual ☒ Attorney in Fact

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

☐ Other: _____

Signer is Representing: United Surety Insurance Company

Signer is Representing: _____

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

United Surety Insurance Company
303 Congress Street #502
Boston, MA 02210

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

Same

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

Surety: 617-471-1112
Agent: 949-248-1543

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.

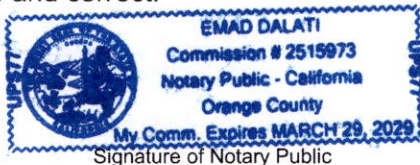
STATE OF CALIFORNIA

COUNTY OF Orange

On May 13, 2026, before me, Emad Dalati, Notary Public, personally appeared Chao SUN, 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

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 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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Notary Acknowledgment

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

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, see attached acknowledgment, Notary Public, personally

appeared see attached acknowledgment, 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.

see attached acknowledgment

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)

Title or Type of Document

- ☐ Partner(s) ☐ Limited
- ☐ ☐ General

Number of Pages

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

Date of Document

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

Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for 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
- 23 -



UNITED CASUALTY AND SURETY INSURANCE COMPANY
 US Casualty and Surety Insurance Company
 United Surety Insurance Company

POWER OF ATTORNEY

Attached to Bid Bond No. 11920-006

172495

KNOW ALL MEN BY THESE PRESENTS: That United Casualty and Surety Insurance Company, a corporation of the State of Nebraska, and US Casualty and Surety Insurance Company and United Surety Insurance Company, assumed names of United Casualty and Surety Insurance Company (collectively, the Companies), do by these presents make, constitute and appoint:

Blake A. Pfister

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 **Two Million & 00/100 Dollars** (\$2,000,000.00). This Power of Attorney shall expire without further action on December 31st, 2025.

This Power of Attorney is granted under and by authority of the following resolutions adopted by the Board of Directors of the Companies at a meeting duly called and held on the 1st day of July, 1993:

Resolved that the President, Treasurer, or Secretary be and they are hereby authorized and empowered to appoint Attorneys-in-Fact of the Company, in its name and as its acts to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected Officers of the Company in their own proper persons.

That the signature of any officer authorized by Resolutions of this Board and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereunto affixed, this 8th day of August, 2024



Corporate Seals

UNITED CASUALTY AND SURETY INSURANCE COMPANY
 US Casualty and Surety Insurance Company
 United Surety Insurance Company

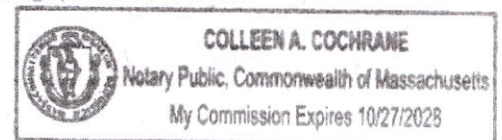
R. Kyle Fowler
 R. Kyle Fowler, Treasurer

Commonwealth of Massachusetts
 County of Suffolk ss:

On this 8th day of August, 2024, before me, Colleen A. Cochrane, a notary public, personally appeared, R. Kyle Fowler, Treasurer of United Casualty and Surety Insurance Company, US Casualty and Surety Insurance Company and United Surety 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(s), or the entity on behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the Commonwealth of Massachusetts that the foregoing paragraph is true and correct.
 WITNESS my hand and seal.

Colleen A. Cochrane (Seal)
 Notary Public Commission Expires: 10/27/2028



I, Robert F. Thomas, President of United Casualty and Surety Insurance Company, US Casualty and Surety Insurance Company and United Surety 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 Board 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 Boston, Massachusetts this 13th day of May, 2026.

Corporate Seals



Robert F. Thomas
 Robert F. Thomas, President

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
Plumbing Work	TRIO-BROS BUILDER	917 GRAND CANAL IRVINE, CA 9262	1147966	#2000018897
Electrical Work	Horizon Construction & Electrical	3025 E HILLSIDE DR WEST COVINA, CA 91791	1114698	#2000016255

DESIGNATION OF SUBCONTRACTORS

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

DESIGNATION OF SUBCONTRACTORS
- 25 -

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

Name of Bidder Vieko Innobuild Inc

Signature 

Name and Title Chao Sun C.E.O

Dated 5-12-26

DESIGNATION OF SUBCONTRACTORS
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DESIGNATION OF DVBE SUBCONTRACTORS

Contractor shall identify each subcontractor that is a certified Disabled Veteran Business Enterprise (DVBE). Contractor shall provide the DVBE Reference Number assigned by the Office of Small Business Certification and Resources for each DVBE subcontractor and shall attach a copy of the subcontractor's certification letter.

Subcontractor	DVBE Reference
N/A	N/A

DESIGNATION OF DVBE SUBCONTRACTORS

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: Vieko Innobuild Inc
- 2.0 Type, if Entity: C- Corporation
- 3.0 Bidder Address: 17091 Daimler, St Irvine CA 92614
- | | |
|------------------|-------------------------|
| <u>N/A</u> | <u>(626) 295 - 5090</u> |
| Facsimile Number | Telephone Number |
- 4.0 How many years has Bidder's organization been in business as a Contractor?
Vieko Innobuild has been in business as a general contractor for 1 year
- 5.0 How many years has Bidder's organization been in business under its present name?
Vieko Innobuild organization has been in business for 1 year
- 5.1 Under what other or former names has Bidder's organization operated?
Vieko Stone Inc
- 6.0 If Bidder's organization is a corporation, answer the following:
- 6.1 Date of Incorporation: 05/23/2023
- 6.2 State of Incorporation: California
- 6.3 President's Name: Chao Sun
- 6.4 Vice-President's Name(s): N/A
- 6.5 Secretary's Name: Chao Sun
- 6.6 Treasurer's Name: Chao Sun
- 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

INFORMATION REQUIRED OF BIDDERS

- 8.0 If other than a corporation or partnership, describe organization and name principals: _____
N/A – Corporation
- 9.0 List other states in which Bidder's organization is legally qualified to do business. _____
California Only
- 10.0 What type of work does the Bidder normally perform with its own forces? _____
General construction, demolition, framing, drywall, finish carpentry, cabinetry installation, stone fabrication and installation, tenant improvements, and general labor.
- 11.0 Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why: _____
No, Bidder has not failed to complete any work awarded under Vieko Innobuild Inc
- 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, Bidder has not failed to complete any awarded contract within the last five years.
- 13.0 List Trade References: The Home Depot Pro – Daniel Detterich 888-905-5770
KCAL Insurance Agency Emily Yau – 626-855-8288
Construct Estimates Derek Betzer
ADP (payroll/workers comp administration) 1-800-524-7024
- 14.0 List Bank References (Bank and Branch Address): _____
Bank of America (BOA)
2600 San Miguel Dr Newport Beach, CA
92660
Bank Contact: Jason Li
Phone: (949) 676-6319
- 15.0 Name of Bonding Company and Name and Address of Agent: _____
Bond Connection
Blake Pfister
PO Box 4164
Dana Point, CA 92629
(949) 248-1543 bondconnection@cox.net

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
Ventura County Fire Protection District – Communications Tower	General construction and tower foundation work	May 2026	\$174,000
Irvine Showroom	Interior buildout, cabinetry, stone fabrication displays, and showroom improvements	June 2026	\$600,000

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:

Omar Rojas – Junior Project Manager – 70%

Chao Sun – CEO / Senior Project Oversight – 30%

2. Summarize each person's specialized education:

Chao Sun – University education in international business, including studies in Scotland, with approximately 20 years of construction management and business operations experience.

Omar Rojas – High school diploma and college coursework with experience in construction coordination, scheduling support, public works bid administration, and project operations.

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

Chao Sun – Approximately 20 years of construction and project management experience.

Omar Rojas – Approximately 2–3 years of construction and project coordination experience.

4. Summarize such experience:

Combined experience in residential, commercial, and tenant improvement projects, including site operations, project supervision, construction coordination, and maintaining projects in a timely and organized manner.

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:

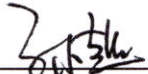
If the Bidder feels that there is additional information which has not been included in the questionnaire above, and which would contribute to the qualification review, it may add that information in a statement here or on an attached sheet, appropriately marked:

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 Vieko Innobuild Inc

Signature 

Name and Title Chao Sun C.E.O

Dated 5-12-26

ASBESTOS-FREE MATERIALS CERTIFICATION

The undersigned declares that he or she is the person who executed **Bid # 125-26 Pomona Elementary Restroom Additions** (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 Vieko Innobuild 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 12th day of May, 2026 at Irvine CA.

Name of Bidder Vieko Innobuild Inc

Signature 

Name and Title Chao Sun C.E.O

Dated 5-12-26

ASBESTOS-FREE MATERIALS CERTIFICATION

Notary Acknowledgment

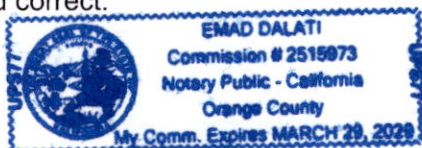
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF Orange

On May 11, 2026 before me, Emad Dalati, Notary Public, personally appeared Chao Sun, who proved to me on the basis of satisfactory

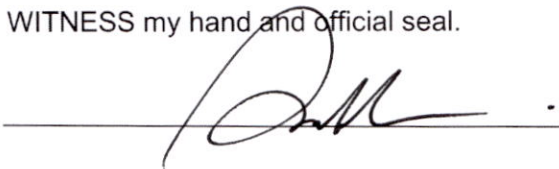
evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s)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

ASBESTOS-FREE MATERIALS CERTIFICATION

- 36 -

RECYCLED CONTENT CERTIFICATION

The undersigned declares that he or she is the person who executed **Bid # 125-26 Pomona Elementary Restroom Additions** (hereinafter referred to as the "Project") and submitted it to the **NEWPORT-MESA UNIFIED SCHOOL DISTRICT** (hereinafter referred to as the "District") on behalf of hereinafter referred to as the "Contractor").

Pursuant to Public Contract Code Section 10308.5, all contractors are required to certify in writing under penalty of perjury the minimum (if not exact) percentage of recycled content in materials, goods, or supplies offered or products used in the performance of their contract, regardless of whether the product meets the required recycled product percentage as defined in Sections 12161 and 12200. The recycled content shall include both post-consumer material and secondary material as defined in Public Contract Code Sections 12161 and 12200 shall apply.

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

_____ 0 _____ % Post consumer Material _____ 0 _____ % Secondary Material.

Executed on this _____ 12th _____ day of _____ May _____, 20 at _____ 2026
_____ Irvine CA _____.

Name of Bidder _____ Vieko Innobuild Inc _____

Signature _____  _____

Name and Title _____ Chao Sun _____ C.E.O _____

Dated _____ May 12, 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.

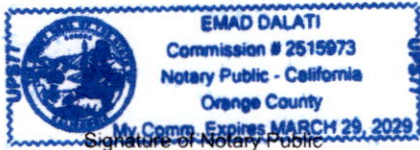
STATE OF CALIFORNIA

COUNTY OF orange

On May, 11, 2026, before me, Emad Dalati, Notary Public, personally appeared Chao Sun, 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

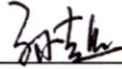
RECYCLED CONTENT CERTIFICATION

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CONTRACTOR & SUBCONTRACTOR FINGERPRINTING REQUIREMENTS

CONTRACTOR CERTIFICATION

With respect to the Contract dated May 12 20 26 by and between NEWPORT-MESA UNIFIED SCHOOL DISTRICT ("District") and Vieko Innobuild Inc ("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).

Chao Sun 
Contractor's Representative

5-12-26
Date

CONTRACTOR EXEMPTION

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

- The Contractor's employees will have limited contact with District students during the course of the Contract.
- Emergency or exceptional circumstances exist; or
- With respect to contractors constructing, reconstructing, rehabilitating, or repairing a school facility, as provided in Section 45125.2, the Contractor has agreed to ensure the safety of pupils at the school facility by the following method(s) specified in Section 45125.2: _____.

School District Official

Date

CONTRACTOR & SUBCONTRACTOR FINGERPRINTING REQUIREMENTS

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 Vieko Innobuild Inc (hereinafter referred to as the "Contractor") for **Bid # 125-26 Pomona Elementary Restroom Additions** (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.

DRUG FREE WORKPLACE CERTIFICATION

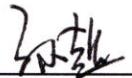
- B. Establishing a drug-free awareness program; and
- C. Requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a) and agree to abide by the terms of that statement.

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

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

Executed on this 12th day of May, 2026 at Irvine CA.

Name of Bidder Vieko Innobuild Inc

Signature 

Name and Title Chao Sun

Dated 5-12-26

DRUG FREE WORKPLACE 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.

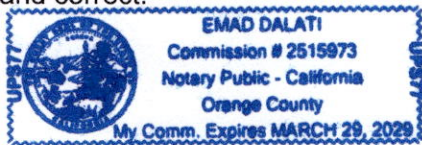
STATE OF CALIFORNIA

COUNTY OF Orange

On May 11, 2026, before me, Emad Dalati, Notary Public, personally appeared Chao Sun, 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.

A handwritten signature in dark ink, appearing to read 'Emad Dalati', written over a horizontal line.

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

- 43 -

**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.

Vieko Innobuild Inc

Contractor Name



Signature

5-12-26

Date

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

NON-COLLUSION DECLARATION

The undersigned declares:

I am the C.E.O of Vieko Innobuild 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 5-12-26 [date], at Irvine [city], CA [state].

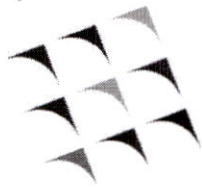
Name of Bidder Vieko Innobuild Inc

Signature 

Name Chao Sun

Title C.E.O

NON-COLLUSION DECLARATION



Newport-Mesa

Unified School District

BOARD OF EDUCATION
Ashley Anderson • Carol Crane
Krista Weigand • Leah Ersoylu
Michelle Murphy • Lisa Pearson • Michelle Barto

Bid #125-26
Pomona Elementary Restroom Additions Project
Addendum # 01
May 6, 2026

NOTE TO BIDDERS: The bidding documents have been changed by this Addendum. This addendum forms a part of the Contract Documents and modifies the bidding documents as noted below. Requirements of the bidding documents, drawings, and specifications not changed or voided therein remain unchanged and in effect.

ADDENDUM NO. 2 CONTENTS

- A. CHANGES TO BID AD
- B. CHANGES TO FRONT ENDS
- C. **PLANS & SPECIFICATIONS REVISIONS**
- D. **QUESTIONS & ANSWERS**
- E. **ADDITIONAL INFORMATION**

A. CHANGES TO BID AD:

- 1. NONE

B. CHANGES TO FRONT ENDS:

- 1. NONE

C. PLANS AND SPECIFICATIONS REVISIONS (ATTACHED):

Sheet A1.1 Remodel Site Plan Overall

10/A1.1 Remodel Site Plan Overall

- A. Updated Site Notes as indicated.
 - a. ADDED Detail 27 Fence Footing Schedule
 - b. ADDED Detail 29 Gate & Handrail Elevation
 - c. ADDED Detail 30 Gate Latch

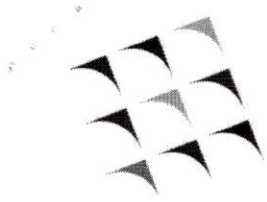
Sheet A2.0 Demo and Remodel Floor Plan & RCP – Bldg. 11

8/A2.0 Demo Floor Plan – Bldg. 11

- A. Updated Classroom numbers as indicated.
- B. Identification of existing projector screen(s) as indicated.
- C. Identification of existing projector(s) as indicated

16/A2.0 Remodel Floor Plan – Bldg. 11

- A. Identification of teaching station(s) as indicated



Newport-Mesa

Unified School District

BOARD OF EDUCATION
Ashley Anderson • Carol Crane
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23/A2.0 Bldg. 11 – RCP New Construction

- A. Identification of the mounted location of existing projector(s) and projector screen(s) as indicated.
- B. Identification of wall and ceiling surface-mounted raceway as indicated

[ATTACHED]

D. QUESTIONS & ANSWERS

- 1. Q – Is prequalification required for this project?

A – Prequalification is not required

- 2. Q – May we know the engineer's estimate for this project?

A – \$350,000.00

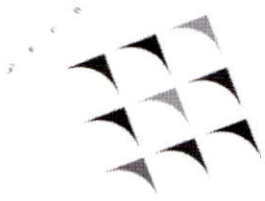
- 3. Q – We have reviewed the phasing and liquidated damages provisions and would appreciate clarification on the start of contract time. Reference Special Conditions Article 5 Project Phasing. As currently written, Phase 00 liquidated damages are tied to 30 days from the Letter of Intent. However, contract time should commence upon issuance of the Notice to Proceed (NTP), when the agreement is fully executed and the contractor has the ability to formally engage subcontractors and proceed with procurement and submittals. In practice, the period between Notice of Award/Letter of Intent and NTP is required for contract execution, bonding, insurance, and final subcontractor alignment. These activities are necessary to properly initiate the submittal process contemplated in Phase 00. To align responsibility with control and standard industry practice, we request confirmation of the following: Contract time, including Phase 00, will commence at NTP. The 25-calendar-day Phase 00 duration will run from NTP. Liquidated damages associated with Phase 00 will apply only to delays beyond the Phase 00 duration measured from NTP. This clarification will allow us to structure our team and procurement approach to meet the project schedule requirements.

A – Contract Time, inclusive of Phase 00, shall commence upon issuance of the Notice to Proceed (NTP) or execution of the contract.

Phase 00 is established as a twenty-five (25)- calendar-day duration and shall run from the date of NTP. Liquidated damages associated with Phase 00 will apply only to delays beyond the twenty-five (25) calendar-day period measured from NTP.

Notwithstanding the above, Phase 00 is an intentionally accelerated submittal and procurement period. The Contractor is expected to be fully prepared to initiate submittals, procurement activities, and coordination efforts immediately upon issuance of NTP.

No additional time or relief will be granted for delays attributable to incomplete pre-NTP coordination, subcontractor alignment, procurement planning, or administrative



Newport-Mesa

Unified School District

BOARD OF EDUCATION
Ashley Anderson • Carol Crane
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readiness. The District and design team will provide expedited review of submittals during Phase 00, consistent with the Contract Documents.

4. Q – Please confirm whether the Contractor will have full control of the project site upon Notice to Proceed, and whether there are any restrictions that would prevent initiating on-site construction activities during Phase 00 (Submittal/Procurement Phase), provided that required materials have been procured and work can proceed in compliance with approved submittals. As currently defined, Phase 00 is allocated for submittals and procurement, followed by Phase 01 and Phase 02 for construction activities. However, given the compressed schedule, the ability to overlap procurement and construction activities—where feasible—would be critical to meeting the overall contract duration. Please clarify the following: Whether phase durations are strictly sequential or may be overlapped at the Contractor's discretion. Whether the early start of construction activities during Phase 00 is permitted. Whether the District anticipates maintaining occupancy or operational constraints that would restrict early construction access.

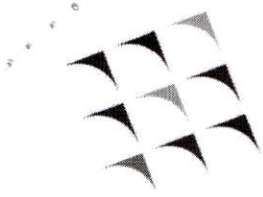
A – Upon issuance of the Notice to Proceed (NTP), the Contractor will be provided immediate access to the project site in accordance with the Contract Documents.

The phasing identified in the Contract Documents establishes the overall sequencing and duration requirements for the Work. Activities may be overlapped at the Contractor's discretion to meet the Contract Time, provided that such overlap does not conflict with Contract Document requirements, site constraints, or approved submittals.

Phase 00 is designated as an accelerated submittal and procurement period. Construction activities may proceed during Phase 00 only where: (1) the applicable submittals have been reviewed and approved; and (2) the Work can be performed in full compliance with the Contract Documents and all site restrictions.

Any construction activities performed in advance of submittal approval, or performed out of sequence at the Contractor's discretion, shall be at the Contractor's sole risk. No additional cost or time will be granted for rework, non-compliant installations, or impacts resulting from such actions.

5. Q – We request clarification regarding the submittal review durations outlined in the specifications SUBMITTAL PROCEDURES 01 33 00 in relation to the SPECIAL CONDITIONS/ARTICLE 5 - PROJECT PHASING Phase 00 (25-calendar-day) Submittal/Procurement period. As written, ordering materials within Phase 00 implies that submittals must be reviewed and approved within the same timeframe. However, the specifications allow up to 15 days for initial review, 15 days for resubmittals, and up to 21 days for sequential review, which may exceed the total duration of Phase 00. Please clarify the intended interpretation, specifically: • Whether material procurement during Phase 00 is expected to occur only after approved (or approved-as-noted) submittals are received. • If so, whether the



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Architect and consultants will expedite submittal reviews to durations shorter than those specified in order to align with the 25-day Phase 00 requirement. • Alternatively, whether procurement sequencing and any associated risk for procurement delays due to submittal review durations is intended to be carried by the District, given that review and approval durations are outside the Contractor's control. • Whether delays attributable to submittal review durations will be considered excusable (or compensable, if impact schedule) with respect to Phase 00 completion and associated liquidated damages. This clarification is necessary to properly plan procurement sequencing and ensure compliance with the project schedule requirements.

A – The submittal review durations identified in Specification Section 01 33 00 represent maximum review periods and do not modify or extend the Contractor's obligation to complete Phase 00 within the twenty-five (25) calendar day duration established in the Contract Documents.

Phase 00 is an intentionally accelerated submittal and procurement period. The District and design team will implement expedited review of submittals during this phase; however, no specific or guaranteed review duration shorter than those identified in the specifications is established.

Procurement sequencing, including the decision to procure materials prior to receipt of approved or approved-as-noted submittals, shall remain the Contractor's responsibility. Any procurement undertaken in advance of submittal approval shall be at the Contractor's sole risk. The District assumes no responsibility for impacts associated with such procurement decisions.

Delays attributable to submittal review durations will be evaluated in accordance with the Contract Documents. No automatic entitlement to time extension or compensation is established. The Contractor remains responsible for properly sequencing, packaging, and coordinating submittals to meet the Phase 00 duration.

E. ADDITIONAL INFORMATION

1. Photos – UG Installation Summer 2025. (3-pages including 5 construction photos)
2. Photos – Woodland Elementary Completed Installation of Similar Restrooms 2025. (6-pages including 11 photos).

*** End of Addendum #01 ***

*Bid #125-26
Pomona Elementary Restroom Additions Project
Addendum # 01
May 6, 2026*