CHECKLIST OF MANDATORY BID FORMS

☑ Designation of Subcontractors
☑ Bid Form
☑ Contractor's Certificate Regarding Workers Compensation
☑ Non-Collusion Declaration
☑ Bid Bond (or Bid Guarantee form if Security is other than Bid Bond)
☑ Substitution Request Form (If Substitution Request Form is not submitted then NO Substitutions will be allowed after the bids are opened)
☑ Acknowledgment of Bidding Practices Regarding Indemnity
☑ DVBE Participation Statement
☑ Contractor’s Certificate Regarding Drug-Free Work Place
☑ Contractor’s Certificate Regarding Alcoholic Beverage and Tobacco-Free Campus Policy

CONTRACTOR NAME

[Signature]

DISTRICT REVIEWER

[Signature]
DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code section 4100 et seq.,) and any amendments thereof, each Bidder shall set forth below: (a) the name, license number, and location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor, who will perform work or labor or work or improvement to be performed under this Contract, or a subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the work or improvements according to detailed Drawings contained in the Plans and Specifications in an amount in excess of one-half of one percent of the Contractor’s total bid; and (b) the portion and description of the work which will be done by each subcontractor under this Act. The Contractor shall list only one subcontractor for each such portion as is defined by the Contractor in this bid. All subcontractors shall be properly licensed by the California State Licensing Board.

If a Contractor fails to specify a subcontractor, or if a Contractor specifies more than one subcontractor for the same portion of work to be performed under the Contract in excess of one-half of one percent of the Contractor’s total bid, the Contractor shall be deemed to have agreed that the Contractor is fully qualified to perform that portion, and that the Contractor alone shall perform that portion.

No Contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontractor to be voluntarily assigned or transferred or allow the relevant portion of the work to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the Contractor’s total bid where the original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act.

Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the Contractor’s total bid where no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record, of the authority awarding this Contract setting forth the facts constituting the emergency or necessity.

All subcontractors (of any tier) performing any portion of the Work must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with the California Department of Industrial Relations and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of the Project.

NOTE: If alternate bids are called for and bidder intends to use different or additional subcontractors on the alternates, a separate list of subcontractors must be provided for each such Alternate.
DESIGNATION OF SUBCONTRACTORS FORM

<table>
<thead>
<tr>
<th>Scope of Work</th>
<th>Name of Subcontractor</th>
<th>Location &amp; Place of Business</th>
<th>License Type and Number</th>
<th>DIR Registration Number</th>
<th>E-Mail &amp; Telephone*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Roof Removal</td>
<td>Klondike Construction Service, Inc</td>
<td>Ontario, CA</td>
<td>C-21 / 990645</td>
<td>1000008336</td>
<td>(909) 385-0160</td>
</tr>
</tbody>
</table>

Costa Mesa High School Roof
Newport Mesa Unified School District

Designation of Subcontractors
Page 15
<table>
<thead>
<tr>
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<th>License Type and Number</th>
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</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
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</tr>
</tbody>
</table>

* This information must be provided at the time of submission of bid or must be provided within 24 hours after the time set for the opening of bids. Bidders who choose to provide this information within 24 hours after the time set for the opening of bids are solely responsible to ensure the District receives this information in a timely manner. The District is not responsible for any problems or delays associated with emails, faxes, delivery, etc. Absent a verified fax or email receipt date and time by the District, the District’s determination of whether the information was received timely shall govern and be determinative. Bidder shall not revise or amend any other information in this form submitted at the time of bid. The information submitted at the time of bid shall govern over any conflicts, discrepancies, ambiguities or other differences in any subsequent Subcontractor Designation Forms submitted by the bidder.

Proper Name of Bidder: **F C And Sons Roofing Inc**

Date: 06/09/2020

Name: **Fernando Cabral**

Signature of Bidder Representative: [Signature]

Address: 6508 Forda Street, Bell Gardens, CA 90201

Phone: (562) 627-2310

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Costa Mesa High School Roof
Newport Mesa Unified School District

Designation of Subcontractors Page 16
BID FORM
FOR
ROOF REPLACEMENT
COSTA MESA HIGH SCHOOL
2650 Fairview Road, Costa Mesa, CA 92626
Bid No. 125-20
FOR
NEWPORT MESA UNIFIED SCHOOL DISTRICT

CONTRACTOR NAME: F C And Sons Roofing Inc
ADDRESS: 6508 Clara Street
          Bell Gardens, CA 90201
TELEPHONE: (562) 927-2310
FAX: (562) 927-3810
EMAIL: femando@fcsonsroofing.com
TO: Newport Mesa Unified School District, acting by and through its Governing Board, herein called "District".

1. Pursuant to and in compliance with your Notice Inviting Bids and other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the Contract, the local conditions affecting the performance of the Contract, the cost of the work at the place where the work is to be done, with the Drawings and Specifications, and other Contract Documents, hereby proposes and agrees to perform within the time stipulated, the Contract, including all of its component parts, and everything required to be performed, including its acceptance by the District, and to provide and furnish any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to perform the Contract and complete all of the Work in a workmanlike manner required in connection with the construction of:

BID SCHEDULE NO. 125-20

Roof Replacement Costa Mesa High School

in the District described above, all in strict conformance with the drawings and other Contract Documents on file at the Purchasing Office of said District for amounts set forth herein.

2. BIDDER ACKNOWLEDGES THE FOLLOWING ADDENDUM:

<table>
<thead>
<tr>
<th>Number</th>
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</tr>
</thead>
<tbody>
<tr>
<td>No. 1</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td></td>
</tr>
</tbody>
</table>

Acknowledge the inclusion of all addenda issued prior to bid in the blanks provided above. Your failure to do so may render your bid non-responsive.

3. TOTAL CASH PURCHASE PRICE IN WORDS & NUMBERS:

FIVE HUNDRED TEN THOUSAND FIVE HUNDRED EIGHTY EIGHT AND NO/100 DOLLARS

($ 510,588.00)

4. TIME FOR COMPLETION: The District may give a notice to proceed within ninety (90) days of the award of the bid by the District. Once the Contractor has received the notice to proceed, the Contractor shall complete the work in the time specified in the Agreement. By submitting this bid, Contractor has thoroughly studied this Project and agrees that the Contract Time for this Project is adequate for the timely and proper completion of the Project. Further, Contractor has included in the analysis of the time required for this Project, Rain Days, Governmental Delays, and the requisite time to complete Punch List.

In the event that the District desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the Contractor, giving the notice to proceed may be postponed by the District. It is further expressly understood by the Contractor, that the Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of giving the notice to proceed.

If the Contractor believes that a postponement will cause a hardship to it, the Contractor may terminate the contract with written notice to the District within ten (10) days after receipt by the Contractor of the District's notice of postponement. Should the Contractor terminate the Contract
as a result of a notice of postponement, the District shall have the authority to award the Contract
to the next lowest responsible bidder, if applicable.

It is understood that the District reserves the right to reject any or all bids and/or waive any
irregularities or informalities in this bid or in the bid process. The Contractor understands that it may not
withdraw this bid for a period of ninety (90) days after the date set for the opening of bids.

5. Attached is bid security in the amount of not less than ten percent (10%) of the bid:

   Bid bond (10% of the Bid), certified check, or cashier's check (circle one)

6. The required List of Designated Subcontractors is attached hereto.

7. The required Non-Collusion Declaration is attached hereto.

8. The Substitution Request Form, if applicable, is attached hereto.

9. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed,
or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain
open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the
District a Contract in the form attached hereto in accordance with the bid as accepted, and that he or she
will also furnish and deliver to the District the Performance Bond and Payment Bond, all within five (5)
calendar days after award of Contract, and that the work under the Contract shall be commenced by the
undersigned bidder, if awarded the Contract, by the start date provided in the District's Notice to Proceed,
and shall be completed by the Contractor in the time specified in the Contract Documents.

10. The names of all persons interested in the foregoing proposal as principals are as follows:

    Fernando Cabral, President / Secretary - F C And Sons Roofing Inc

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state the legal name of such
corporation, as well as the names of the president, secretary, treasurer, and manager thereof; if a co-
partnership, state the true names of the firm, as well as the names of all individual co-partners comprising
the firm; if bidder or other interested person is an individual, state the first and last names in full.)

11. **PROTEST PROCEDURES.** If there is a bid protest, the grounds shall be submitted as set forth in
the Instructions to Bidders.

12. The undersigned bidder shall be licensed and shall provide the following California Contractor's
license information:

    License Number: 776310

    License Expiration Date: 01/31/2021
If the bidder is a joint venture, each member of the joint venture must include the above information.

13. Time is of the essence regarding this Contract, therefore, in the event the bidder to whom the Contract is awarded fails or refuses to post the required bonds and return executed copies of the Agreement form within five (5) calendar days from the date of receiving the Notice of Award, the District may declare the bidder’s bid deposit or bond forfeited as damages.

14. The bidder declares that he/she has carefully examined the location of the proposed Project, that he/she has examined the Contract Documents, including the Plans, General Conditions, Supplemental Conditions, Addenda, and Specifications. All others documents and requirements that are attached to and/or contained in the Project Manual, all other documents issued to bidders and read the accompanying instructions to bidders, and hereby proposes and agrees, if this proposal is accepted, to furnish all materials and do all work required to complete the said work in accordance with the Contract Documents, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth in this Bid Form.

15. DEBARMENT. In addition to seeking remedies for False Claims under Government Code section 12650 et seq. and Penal Code section 72, the District may debar a Contractor pursuant to Article 15 of the General Conditions if the Board, or the Board may designate a hearing officer who, in his or her discretion, finds the Contractor has done any of the following:

a. Intentionally or with reckless disregard, violated any term of a contract with the District;

b. Committed an act or omission which reflects on the Contractor’s quality, fitness or capacity to perform work for the District;

c. Committed an act or offense which indicates a lack of business integrity or business honesty; or

d. Made or submitted a false claim against the District or any other public entity. (See Government Code section 12650, et seq., and Penal Code section 72)

16. DESIGNATION OF SUBCONTRACTORS. In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code section 4100 et seq.) and any amendments thereof, each bidder shall list subcontractors on the District’s form Subcontractor list. This subcontractor list shall be submitted with the bid and is a required form.
I agree to receive service of notices at the e-mail address listed below.

I the below-indicated bidder, declare under penalty of perjury that the information provided and representations made in this bid are true and correct.

F C And Sons Roofing Inc
Proper Name of Company
Fernando Cabral
Name of Bidder Representative
6508 Clara Street
Street Address
Bell Gardens, CA 90201
City, State, and Zip
(562) 927-2310
Phone Number
(562) 927-3910
Fax Number
fernando@fcsonsroofing.com
E-Mail

By: [Signature] Date: 06/09/2020

Signature of Bidder Representative

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above.

All signatures must be made in permanent blue ink.
CONTRACTOR’S CERTIFICATE REGARDING WORKERS’ COMPENSATION FORM

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

1. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.

2. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to employees.

3. For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers’ compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers’ compensation claims properly, and to pay workers’ compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers’ compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

I am aware of the provisions of Labor Code section 3700 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 provision before commencing the performance of the work of this Contract.

(Signature)

Fernando Cabral
(Print)

06/09/2020
(Date)

In accordance with Article 5 (commencing at section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and submitted with the Contractor’s bid.
NON-COLLUSION DECLARATION

The undersigned declares:

I am the President / Secretary [Title] of F C And Sons Roofing Inc [Name of Company], 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 June 5, 2020 [Date], at Bell Gardens [City], CA [State].

Signed: [Signature]

Typed Name: Fernando Cabral
BID GUARANTEE FORM
(Use only when not using a Bid Bond)

Accompanying this proposal is a cashier’s check payable to the order of the Newport Mesa Unified School District or a certified check payable to the order of the Newport Mesa Unified School District in an amount equal to ten percent (10%) of the base bid and alternates ($0.00 ______). 

The proceeds of this check shall become the property of said District, if, this proposal shall be accepted by the District through the District’s Governing Board, and the undersigned fails to execute a Contract with and furnish the sureties required by the District within the required time; otherwise, said check is to be returned to the undersigned.

F C And Sons Roofing Inc
Bidder

Note: Use this form, in lieu of Bid Bond form, when a cashier’s check or certified check is accompanying the bid.
BID BOND FORM

KNOW ALL MEN BY THESE PRESENT that we, the undersigned, (hereafter called “Principal”), and United Fire & Casualty Company (hereafter called “Surety”), are hereby held and firmly bound unto the Newport Mesa Unified School District (hereafter called “District”) in the sum of Ten percent of the total bid amount ($ 10.0% of bid amount) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

SIGNED this 3rd day of June, 2020.

The condition of the above obligation is such that whereas the Principal has submitted to the District a certain Bid, attached hereto and hereby made a part hereof, to enter into a Contract in writing for the construction of

Bid #125-20: Costa Mesa High School Roof

NOW, THEREFORE,

a. If said Bid is rejected, or

b. If said Bid is accepted and the Principal executes and delivers a Contract or the attached Agreement form within five (5) calendar days after acceptance (properly completed in accordance with said Bid), and furnishes bonds for his faithful performance of said Contract and for payment of all persons performing labor or furnishing materials in connection therewith,

Then this obligation shall be void; otherwise, the same shall remain in 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, or the call for bids, or the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of said Contract, or the call for bids, or the work, or to the specifications.

In the event suit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all costs incurred by the District in such suit, including without limitation, attorneys’ fees to be fixed by the court.
IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on the day and year first set forth above.

By [Signature]
Principal’s Signature

[Typed or Printed Name]
Principal’s Name

[Typed or Printed Name]
Principal’s Title

[Typed or Printed Name]
Surety’s Signature

[Typed or Printed Name]
Attorney-in-Fact
Title

United Fire & Casualty Company

[Typed or Printed Name]
Surety’s Name

P.O. Box 73909, Cedar Rapids, IA 52407

[Typed or Printed Name]
Surety’s Address

(319)399-5700
Surety’s Phone Number

(Corporate Seal)

[(Attached Attorney in Fact Certificate)]

Costa Mesa High School Roof
Newport Mesa Unified School District

Bid Bond Form
Page 26
IMPORTANT:

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code section 105, and if the work or project is financed, in whole or in part, with federal, grant, or loan funds, it must also appear on the Treasury Department's most current list (Circular 570 as amended).

THIS IS A REQUIRED FORM.

Any claims under this bond may be addressed to:

(Name and Address of Surety)

United Fire & Casualty Company
P.O. Box 73905, Cedar Rapids, IA 52407

(Name and Address of agent or representative for service of process in California if different from above)

Pinnacle Surety & Insurance Services
151 Kalmus Dr., Ste A201, Costa Mesa, CA 92626

(Telephone Number of Surety and agent or representative for service of process in California).

Surety: (319)399-8700
Agent: (714)646-5100

Costa Mesa High School Roof
Newport Mesa Unified School District

Bid Bond Form
Page 27
CALIFORNIA ALL-PURPOSE 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 6-3-20 before me, Natassia Kirk-Smith, Notary Public, personally appeared Vanessa Copeland

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

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Type or Title of Document:

Document Date: ___________________________ Number of Pages: ___________________________

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Vanessa Copeland

☐ Individual
☐ Corporate Officer – Title(s):
☐ Partner: ☐ Limited ☐ General
☒ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other:

Signer Is Representing:

Capacity(ies) Claimed by Signer(s)

Signer's Name: ___________________________

☐ Individual
☐ Corporate Officer – Title(s):
☐ Partner: ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other:

Signer Is Representing:

Rev. 1-15
CALIFORNIA ALL-PURPOSE 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 06/05/2020 before me, Teresa P Bogdanovich, Notary Public, here inserted Name and Title of the Officer, personally appeared Fernando Cabral

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document
Title or Type of Document: _____________________________________________ Number of Pages: __________

Document Date: __________
Signer(s) Other Than Named Above: ______________________________________

Capacity(ies) Claimed by Signer(s)
Signer's Name: Fernando Cabral
☐ Corporate Officer — Title(s): __________________________________________
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: __________________________________________

Signer Is Representing: ______________________________________________

☐ Corporate Officer — Title(s): __________________________________________
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: __________________________________________

Signer Is Representing: ______________________________________________

©2015 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907
KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa, United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint JENNIFER GRENOOD, ERIC LOWEY, MARK RICHARDSON, VANESSA COPELAND, KEVIN CATHCART, ARIANNA SLOTEMAKER, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in behalf of the Companies, in the execution of any policies of insurance, bonds, undertakings and other obligations of similar nature provided that no single obligation shall exceed $80,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of such Attorney, pursuant to the authority herein granted and hereby ratified and confirmed.

The Authority herein granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company

This Power of Attorney is made and executed pursuant to and by authority of the following by-laws adopted on May 15, 2013, by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company

"Article VI - Surety Bonds and Undertakings"

Section 2. Appointment of Attorney-in-Fact. The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates, a true and lawful Attorney-in-Fact to act in behalf of the Companies, in the execution of any policies of insurance, bonds, undertakings and other obligations of similar nature. The signature of any officer authorized hereby, or the Corporate Seal, shall be evidence of the authority hereby conferred. Such Attorney-in-Fact shall, subject to the limitations set forth in the respective certificates, act and bind the Companies with the same force and effect as though personally present, and shall be bound by all acts of the Attorney-in-Fact and shall be subject to the same duties and obligations as if personally present.

IN WITNESS WHEREOF, the COMPANIES have each caused the within presents to be signed by their respective officers, this 15th day of November, 2017.

UNITED FIRE & CASUALTY COMPANY
UNITED FIRE & INDEMNITY COMPANY
FINANCIAL PACIFIC INSURANCE COMPANY

By:

Dennis J. Richmam
Vice President

State of Iowa, County of Linn, ss.

On 15th day of November, 2017, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say, that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company. The corporations described in and which executed the within instrument, that he knows the seal of said corporations, that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

Judith A. Jones
Notary Public
My Commission Expires 4/23/2021

1. Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said original, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof, I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 3rd day of June, 2020.

By:

Mary A. Bertsch
Assistant Secretary

UF&C & UF&I & FPIC
STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Certificate of Authority

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

UNITED FIRE & CASUALTY COMPANY

of CEDAR RAPIDS, IOWA, organized under the laws of IOWA, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance: FIRE, MARINE, SURETY, PLATE GLASS, LIABILITY, WORKER'S COMPENSATION, COMMON CARRIER LIABILITY, BURGLARY, SPRINKLER, TEAM AND VEHICLE, AUTOMOBILE, and MISCELLANEOUS.

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

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

IN WITNESS WHEREOF, effective as of the 11TH day of FEBRUARY, 1981, I have hereunto set my hand and caused my official seal to be affixed this 11TH day of FEBRUARY, 1981.

ROBERT C. QUINN
Insurance Commissioner

By

George Davis
Deputy

NOTICE:
Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Ins. Code Sec. 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application thereof and the conditions contained herein.
REQUEST FOR SUBSTITUTION AT TIME OF BID

Pursuant to Public Contract Code section 3400, bidder submits the following request to Substitute with the bid that is submitted. I understand that if the request to substitute is not an "or equal" or is not accepted by District and I answer "no" I will not provide the specified item, then I will be held non-responsive and my bid will be rejected. With this understanding, I hereby request Substitution of the following articles, devices, equipment, products, materials, fixtures, patented processes, forms, methods, or types of construction:

<table>
<thead>
<tr>
<th>Specification Section</th>
<th>Specified Item</th>
<th>Requested Substituted Item</th>
<th>Contractor Agrees to Provide Specified Item if request to Substitute is Denied (circle one)</th>
<th>District Decision (circle one)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>Yes</td>
<td>Grant Deny</td>
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<td>12.</td>
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<td>Yes</td>
<td>Grant Deny</td>
</tr>
</tbody>
</table>

This Request Form must be accompanied by evidence as to whether the proposed Substitution (1) is equal in quality, service, and ability to the Specified Item; (2) will entail no change in detail, construction, and scheduling of related work; (3) will be acceptable in consideration of the required design and artistic effect; (4) will provide no cost disadvantage to the District; (5) will require no excessive or more expensive

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1 Bidder must state whether bidder will provide the Specified Item in the event the Substitution request is evaluate and denied. If bidder states that bidder will not provide the Specified Item the denial of a request to Substitute shall result in the rejection of the bidder as non-responsive. However, if bidder states that bidder will provide the Specified Item in the event that bidder's request for Substitution is denied, bidder shall execute the Agreement and provide the Specified Item(s). If bidder refuses to execute the Agreement due to the District's decision to require the Specified Item(s) at no additional cost, bidder's Bid Bond shall be forfeited.
maintenance, including adequacy and availability of replacement parts; (6) will require no change of the construction schedule or milestones for the Project; and, (7) Contractor agrees to pay for any DSA Fees or other Governmental Plan check costs associated with this Substitution Request. (See General Conditions Section 3.6)

The undersigned states that the following paragraphs are correct:

1. The proposed Substitution does not affect the dimensions shown on the Drawings.

2. The undersigned will pay for changes to the building design, including Architect, engineering, or other consultant design, detailing, DSA plan check or other governmental plan check costs, and construction costs caused by the requested substitution.

3. The proposed substitution will have no adverse effect on other trades, the Contract Time, or specified warranty requirements.

4. Maintenance and service parts will be available locally for the proposed substitution.

5. In order for the Architect to properly review the substitution request, within five (5) days following the opening of bids, the Contractor shall provide samples, test criteria, manufacturer information, and any other documents requested by Architect or Architect’s engineers or consultants, including the submissions that would ordinarily be required under Article 3.7 for Shop Drawings along with a document which provides a side by side comparison of key characteristics and performance criteria (often known as a CSI side by side comparison chart).

6. If Substitution Request is accepted by the District, Contractor is still required to provide a Submittal for the substituted item pursuant to Article 3.7 and shall provide required Schedule information (including schedule fragments, if applicable) for the substituted item as required under Article 8.3.2.1. The approval of the Architect, Engineer, or District of the substitution request does not mean that the Contractor is relieved of Contractor’s responsibilities for Submittals, Shop Drawings, and schedules under Article 3.7 and 8.3.2 if the Contractor is awarded the Project.

Name of Bidder: F C And Sons Roofing Inc

By: Fernando Cabral

District: ________________________________

By: ________________________________
ACKNOWLEDGMENT OF BIDDING PRACTICES REGARDING INDEMNITY FORM

TO: Newport Mesa Unified School District

RE: Bid Number 125-20

Construction Contract for Roof Replacement Costa Mesa High School

Please be advised that with respect to the above-referenced Project the undersigned Contractor on behalf of itself and all subcontractors hereby waives the benefits and protection of Labor Code section 3864, which provides:

"If an action as provided in this chapter is prosecuted by the employee, the employer, or both jointly against the third person results in judgment against such third person, the employer shall have no liability to reimburse or hold such third person harmless on such judgment or settlement in the absence of a written agreement to do so executed prior to the injury."

This Agreement has been signed by an authorized representative of the contracting party and shall be binding upon its successors and assignees. The undersigned further agrees to promptly notify the District of any changes of ownership of the contracting party or any subcontractor while this Agreement is in force.

F C And Sons Roofing inc

Contracting Party

Fernando Cabral, President / Secretary

Name of Agent/Title
DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION STATEMENT

Each bidder must complete this form in order to comply with the Newport Mesa Unified School District ("District") policy for participation of disabled veteran business enterprises (School District projects funded in whole or in part by the State of California pursuant to the Leroy F. Greene School Facilities Act of 1998, (Education Code §17070.10, et seq.).

Project Name: Roof Replacement Costa Mesa High School

Bid No.: 125-20

The undersigned, on behalf of the Contractor named below, certifies that the Contractor has made reasonable efforts to secure participation by DVBE in the Contract to be awarded for the above-referenced Bid No., including participation by DVBE subcontractors and/or material suppliers. Check only one of the following:

☑ The Contractor was unable after reasonable efforts to secure DVBE participation in the Contract for the above-referenced Project/Bid No. However, the Contractor will use DVBE services if the opportunity arises at any time during construction of the Project. Upon completion of the Project, the Contractor will report to the District the total dollar amount of DVBE participation in any Contract awarded to Contractor, and in any change orders, for the above-referenced Project.

☐ The Contractor has secured DVBE participation in the Contract for the above referenced Project/Bid No., and anticipates that such DVBE participation will equal approximately _______________ dollars ($_________), which represents approximately _______________ percent (___ %) of the total Contract for such Project. Upon completion of the Project, Contractor will report to the District the actual total dollar amount of DVBE participation in the Contract awarded to Contractor, and in any change orders, for such Project.

Company: F C And Sons Roofing Inc

Name: Fernando Cabral

Title: President / Secretary

Signature: ____________________________

Date: 06/09/2020

Costa Mesa High School Roof
Newport Mesa Unified School District

DVBE Participation Statement
CONTRACTOR'S CERTIFICATE REGARDING DRUG-FREE WORKPLACE

This Drug-Free Workplace Certification form is required from all successful bidders pursuant to the requirements mandated by Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by performing 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 of the contract or grant, 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:

1. Publishing a statement, notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person’s or organization’s workplace, and specifying actions which will be taken against employees for violations of the prohibition.

2. Establishing a drug-free awareness program to inform employees about all of the following:
   a. The dangers of drug abuse in the workplace;
   b. The person’s or organization’s policy of maintaining a drug-free workplace;
   c. The availability of drug counseling, rehabilitation and employee-assistance programs; and
   d. The penalties that may be imposed upon employees for drug abuse violations;

3. 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 Government Code section 8355 listed above and will (a) publish a statement notifying employees concerning the prohibition of controlled substance at the workplace, (b) establish a drug-free awareness program, and (c) require each employee engaged in the performance of the contract be given a copy of the statement required by section 8355(a) and require such employee agree to abide by the terms of that statement.

I also understand that if the Newport Mesa Unified School 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, that the contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 et seq.

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.

DATE: 06/09/2020

F C And Sons Roofing Inc
CONTRACTOR
By: [Signature]

Costa Mesa High School Roof
Newport Mesa Unified School District
Contractor's Certificate Regarding Drug-Free Workplace Page 32
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.

DATE: 06/09/2020

F C And Sons Roofing Inc
CONTRACTOR

By: ____________________________
Signature
NEWPORT-MESA UNIFIED SCHOOL DISTRICT

ADDENDUM NO. 1
COSTA MESA HIGH SCHOOL ROOF REPLACEMNT

BID No. 125-20

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

June 2, 2020

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. **ADD:** Architects plan package to Bid documents. Plans can be downloaded at http://web.nmusd.us/supplementals

   All other provisions of the BID remain unchanged.

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

Name: Fernando Cabral

Signature: [Signature]

Firm Name: F C And Sons Roofing Inc

Address: 6508 Clara Street

Bell Gardens, CA 90201

Telephone #: (562) 927-2310

Fax #: (562) 927-3910

(END OF ADDENDUM NO.1)