

## CHECKLIST OF MANDATORY BID FORMS

(For Contractor's use and reference only. Additional documents may be required so bidders should carefully review all Contract Documents and Bid Documents)

- Bid Form
- Designation of Subcontractors Form
- Bid Bond (or Bid Guarantee Form if Security is Other Than Bid Bond)
- Contractor's Certificate Regarding Workers' Compensation
- Non-Collusion Declaration
- 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
- Site Visit Certification
- References

**BID FORM**

DANA HILLS HIGH SCHOOL TWO-STORY CLASSROOM ADDITION

DANA HILLS HIGH SCHOOL

33333 Golden Lantern, Dana Hills, CA 92629

Project No. 186

Bid No. 2324-03

FOR

Capistrano Unified School District

CONTRACTOR  
NAME:

AWI Builders Inc

ADDRESS:

1027 Sherlock Dr

Burbank CA 91501

TELEPHONE:

( 562 ) 948-1133

FAX:

( 562 ) 948-1177

EMAIL

support@awibuilders.com

TO: Capistrano 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 NO. 2324-03

DANA HILLS HIGH SCHOOL TWO-STORY CLASSROOM ADDITION

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:

Number	Number	Number	Number	Number	Number	Number	Number
<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>

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. A. TOTAL CASH PURCHASE PRICE IN WORDS & NUMBERS:

EIGHTEEN MILLION FOUR HUNDRED THOUSAND <sup>00</sup> DOLLARS  
(\$ 18,400,000 ) Include a \$1,000,000 District controlled allowance

Does your bid include the \$1,000,000 District controlled allowance?

YES  NO  (Failure to include the allowance will result in a rejection of bid)

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, and the requisite time to complete the 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. 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.

6. 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)

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

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

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

10. 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.

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

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Anna Mekikyan - President *Anna Mekikyan*

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(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.)

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

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

License Number: 818478  
License Expiration Date: 4/30/25  
Name on License: AWI Builders Inc  
Class of License: B / C-23 / C-51  
DIR Registration Number: 1000389937

If the bidder is a joint venture, each member of the joint venture must include the above information.

14. 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.

15. 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 (if any), 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.

16. 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 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)

17. 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.

AWI Builders INC  
Proper Name of Company

Anna Mekikyan  
Name of Bidder Representative


1027 Sherlock Dr  
Street Address

Burbank CA 91501  
City, State, and Zip

( 562 ) 948-1133  
Phone Number

( 562 ) 948-1177  
Fax Number

support@awibuilders.com  
E-Mail

By:  Date: 09/20/23  
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

COMPANY NAME: AWI Builders INC

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.

**DESIGNATION OF SUBCONTRACTORS****ATTACHMENT NO. 1 TO BID FORM**

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 of the work.

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****ATTACHMENT NO. 1 TO BID FORM**

<b>Description/Scope of Work</b>	<b>Name of Subcontractor</b>	<b>Location &amp; Place of Business</b>	<b>License Number and Type*</b>	<b>E-Mail &amp; Telephone*</b>	<b>DIR Registration Number*</b>
HVAC, Controls	Simco Mechanical	3795 La Cresenta Ave, # 102 Glendale, CA 91208	974288 C-20	alex@simcomechanical.com	1000005424
Concrete	A & S Cement Contractor Inc	8140 Monroe Ave Stanton, CA 90680	467407 C-8	sergio.ascement@gmail.com	1000003777
Framing, Plaster, Drywall Doors, Hardware Store front, Glazing	CABD Construction Inc	8526 SAN FERNANDO ROAD SUN VALLEY, CA 91352	979680 B, C-51	info@cabdinc.com	1000005828
Casework Counter Top	F & R Interior	535 W ALLEN AVE, STE 19 SAN DIMAS, CA 91773	779168 C-6	frank.fnr.intww@gmail.com	1000008473
Demo / Grading Asbestos	Delta 4 Environmental	12631 Imperial Hwy. Suite F220 Santa Fe Springs, CA 90670	1070662 B, C-22	diana@delta4env.com	1000707164
Accoustical Ceiling Wall Covering	Southcoast Acoustical Int	14980 Hilton Drive Fontana, CA 92336	738787 C-2, C61/D12, C61/D50	aortega@socoast.us	1000377799
Tile, Flooring	Prospectra Contract Flooring	865 W. IRVING PARK RD ITASCA, IL 60143	740392 C-15/C-54/C-61	ruben.hernandez@spectracf.com	1000002810
Asphalt	Terra Pave, Inc	12115 Rivera Road Whittier, CA 90606	456836 A, C-12	aaron@terrapave.com	1000000807
Paiting / Graffiti	Varn Painting	10653 Wilsey Ave Tujunga CA 91042	906370 C-33	varnpaintinginc@gmail.com	1000014227
Signage	SIGN ZONE INC	4873 Melrose Avenue Los Angeles, CA 90029	984708 C-45	support@signzonela.com	1000012684

**DESIGNATION OF SUBCONTRACTORS FORM****ATTACHMENT NO. 1 TO BID FORM**

Description/Scope of Work	Name of Subcontractor	Location & Place of Business	License Number and Type*	E-Mail & Telephone*	DIR Registration Number*
A.M Fire Protection, Alarm					
A.M <del>Electric, Low Voltage</del> Fire Alarm	<del>Gilbert &amp; Stearns, Inc.</del>	<del>30304 Esperanza Rancho Santa Margarita, CA 92688</del>	<del>+65081</del> E-10	<del>scott@gilbertstearns.com</del> (949) 713-2800	<del>1000004367</del>
Landscape, Irrigation	DB Landscape Const.	530 Los Angeles Ave #115-308 Moorpark, CA 93021	982015 C-27	saac@db-landscape.com (661) 492-2512	1000004132
Plumbing, U/G Utilities	EMPYREAN Plumbing	P.O. BOX 5680 Riverside, CA 92517	879157 C-30, C-34	nick@empyreanplumbing.com	1000001538
Elevator	MITSUBISHI ELECTRIC	5900-A KATELLA AVENUE CYPRESS, CA 90630-5019	791291 C-11	john.faure@meus.com (714) 220-4760	1000009624
Roofing	SOUTHLAND ROOFING INC	145 S. Fairfax Ave Los Angeles, CA 90036	1042623 C-39	office@southlandroofing.com (310) 903-0536	1000648643
Decking	McIntyre Metal Decking	2817 E Cedar Street, Ste. 200 Ontario, CA 91761	590332 C-51	bfrick@justdeckit.com (909) 962-6322	1000005985
Rebar	Upland Contracting Inc	1037 S SULTANA AVENUE ONTARIO, CA 91761	481317 C-50	kellyc@uplandcontracting.com	1000002198
Fire Sprinkler	J G Tate Fire Protection	13771 Danielson Street, Suite I Poway, CA 92064	800609 C-10, C-16	JimTate@JGTate.com (858) 486-0900	1000005084
Electric, low voltage, fire Alarm	Circle City Electric	18726 Van Buren Ave Riverside, CA 92508	582166 B, C-10	admin@circlecityelectric.com	1000001615


Description/Scope of Work	Name of Subcontractor	Location & Place of Business	License Number and Type*	E-Mail & Telephone*	DIR Registration Number*

\* 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: AWI Builders INC

Date: 09/11/2023

Name: Anna Mekikyan

Signature of Bidder Representative: 

Address: 1027 Sherlock Dr Burbank CA 91501

Phone: 562-948-1133

**BID BOND FORM**

**ATTACHMENT NO. 2 TO BID FORM**

KNOW ALL MEN BY THESE PRESENT that we, the undersigned, (hereafter called "Principal"), and GREAT AMERICAN INSURANCE COMPANY (hereafter called "Surety"), are hereby held and firmly bound unto the Capistrano Unified School District (hereafter called "District") in the sum of TEN PERCENT OF AMOUNT (\$ 10%) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

SIGNED this 28TH day of AUGUST, 2023.

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 DANA HILLS HIGH SCHOOL TWO-STORY CLASSROOM ADDITION.

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 anyway 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.

COMPANY NAME: AWI BUILDERS, INC.

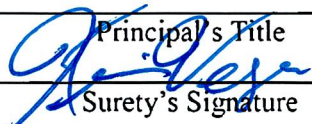
(Corporate Seal)

By   
Principal's Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Principal's Title

(Corporate Seal)

By   
Surety's Signature

KEVIN VEGA  
\_\_\_\_\_  
Typed or Printed Name

ATTORNEY-in-FACT  
\_\_\_\_\_  
Title

(Attached Attorney in Fact Certificate)

GREAT AMERICAN INSURANCE COMPANY  
\_\_\_\_\_  
Surety's Name

750 THE CITY DRIVE SOUTH #470 ORANGE, CA 92868  
\_\_\_\_\_  
Surety's Address

714-740-3117  
\_\_\_\_\_  
Surety's Phone Number

**GREAT AMERICAN INSURANCE COMPANY®**

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than **FOUR**

No. 0 20974

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
PHILIP E. VEGA	ALL OF	ALL
KEVIN VEGA	COVINA, CALIFORNIA	\$100,000,000
BRITTON CHRISTIANSEN		
MYRNA F. SMITH		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this **9TH** day of **FEBRUARY**, 2021 .

Attest

GREAT AMERICAN INSURANCE COMPANY



*Stephen C. Beraha*

Assistant Secretary

*Mark Vicario*

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this **9TH** day of **FEBRUARY**, 2021 ,

before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST  
Notary Public  
State of Ohio  
My Comm. Expires  
May 18, 2025

*Susan A Kohorst*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

*RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.*

*RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, 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.*

**CERTIFICATION**

I, STEPHEN C. BERHAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this **28th** day of **August**, 2023 .



*Stephen C. Beraha*

Assistant Secretary

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )  
County of LOS ANGELES )

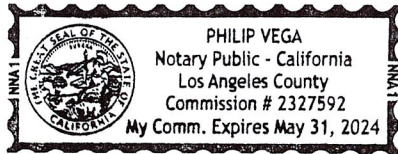
On 08/28/2023 before me, PHILIP VEGA, NOTARY PUBLIC  
*Date Here Insert Name and Title of the Officer*

personally appeared KEVIN VEGA, ATTORNEY-in-FACT  
*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 \_\_\_\_\_  
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

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

**ATTACHMENT NO. 3 TO BID 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)

ANNA MEKIKYAN.

(Print)

09/20/2023

(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**

**ATTACHMENT NO. 4 TO BID FORM**

The undersigned declares:

I am the President [Title] of AWI Builders 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 09/20/2023  
[Date], at Burbank [City], CA [State].

Signed: 

Typed Name: Anna Mekikyan

**REQUEST FOR SUBSTITUTION AT TIME OF BID**

**ATTACHMENT NO. 5 TO BID FORM**

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:

	Specification Section	Specified Item	Requested Substituted Item	Contractor Agrees to Provide Specified Item if request to Substitute is Denied <sup>1</sup> (circle one)	District Decision (circle one)
1.				Yes No	Grant Deny
2.				Yes No	Grant Deny
3.				Yes No	Grant Deny
4.				Yes No	Grant Deny
5.				Yes No	Grant Deny
6.				Yes No	Grant Deny
7.				Yes No	Grant Deny
8.				Yes No	Grant Deny
9.				Yes No	Grant Deny

<sup>1</sup> 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.

10.				Yes	No	Grant	Deny
11.				Yes	No	Grant	Deny
12.				Yes	No	Grant	Deny

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 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.

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 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 the General Conditions and shall provide required Schedule information (including schedule fragnets, if applicable) for the substituted item. 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 the General Conditions if the Contractor is awarded the Project.

COMPANY NAME: AWI Builders Inc

Name of Bidder: AWI Builders Inc

By: Anna Mekikyan 

District: \_\_\_\_\_

By: \_\_\_\_\_

**ACKNOWLEDGMENT OF BIDDING PRACTICES REGARDING INDEMNITY FORM**

**ATTACHMENT NO. 6 TO BID FORM**

TO: Capistrano Unified School District

RE: Project / Bid Number 2324-03

Construction Contract for Dana Hills High School

Please be advised that with respect to the above-referenced Project the undersigned Contractor on behalf of itself and all Contractor's 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.

AWI Builders Inc

\_\_\_\_\_  
Contracting Party

Anna Mekikyan 

\_\_\_\_\_  
Name of Agent/Title

**DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION**  
**STATEMENT AT TIME OF BID**

**ATTACHMENT NO. 7 TO BID FORM**

Each bidder must complete this form in order to comply with the Capistrano 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: Dana Hills High School Classroom

Bid No.: 2324-03 DHHS Two Story Addition

DSA No.: \_\_\_\_\_

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: AWI Builders Inc

Name: Anna Mekikyan

Title: President

Signature: 

Date: 09/20/2023

**SITE VISIT CERTIFICATION**

**ATTACHMENT NO. 8 TO BID FORM**

I certify that I have visited the site of the proposed work and have fully acquainted myself with the conditions of the Project site, as well as those relating to construction and labor of the Project, and I fully understand the facilities, difficulties, and restrictions which may impact the total and adequate completion of the Project.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

I agree to fully defend, indemnify and hold harmless the DISTRICT, Architect, Inspectors, Construction Manager (if any), and their directors, officers, employees, agents and volunteers from any damages, costs, expenses, or omissions related to conditions that could or should have been identified during my visit to the site.

Signature of Bidder: *Anna Mekikyan*

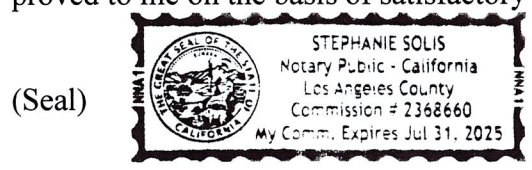
Typed Name of Bidder: Anna Mekikyan

State of California

County of Los Angeles

SUBSCRIBED AND SWORN TO (OR AFFIRMED) BEFORE ME on this 19 day of September, 2023, by Anna mekikyan

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



*Stephanie Solis*, Notary Public  
(Notary Public)

My Commission Expires: JUL 31, 2025 JUL 31, 2025  
(Expiration Date)

**REFERENCES**

**ATTACHMENT NO. 9 TO BID FORM**

1. The DISTRICT expressly reserves the right to reject the proposal of any Bidder who, upon investigation, has been determined to fail to complete similar Contracts in a timely fashion or in a satisfactory manner. Such rejection would, if applicable, be based upon the principle that the Bidder is “non-responsible” and poses a substantial risk of being unable to supply the material, equipment, or services to complete the work in a cost-effective, professional and timely manner. The Bidder must complete and submit the attached form; failure to do so may be sufficient cause for the DISTRICT to reject the Bidder’s bid as non-responsive.

2. In performing the above-described responsibility determination, the DISTRICT reserves the right to utilize all possible sources of information in making its determination, including but not limited to: inquiries to regulatory State boards and agencies; Dun and Bradstreet credit reports, inquiries to companies and public entities for which the Bidder has previously supplied material or performed work, reference checks and examination of all public records.

3. The Bidder must also demonstrate knowledge of school purchasing and business techniques and should possess a working ability and experience in providing similar material to a public agency. The Bidder shall furnish the names, current phone numbers, addresses, points of contact, and scope of work of at least five (5) customers served within the past three (3) years with requirements similar to the needs of the Capistrano Unified School District.

4. Failure to furnish the references (*in the complete format required*) may cause your proposal to be rejected as non-responsive.

5. EXAMPLE: Your references should be listed in the following format (facts are example only)

- (a) Work for X Y Z Unified School District
- (b) Phone # (222) 123-4567
- (c) 999 Holly Drive, L. A., CA 92000
- (d) Contact: J. Q. Jones III at above #



6. Reference #1

District or Entity: WALNUT VALLEY H.S.D. - DBHS 400BLDG  
Phone No.: (909) 730-5208 (909) 595-1261  
Address: 21400 PATHFINDER RD. DIAMOND BAR CA 91765  
Name of Contact: JEFFREY ROULE SUZANNE BEACH

Reference #2

District or Entity: NORWALK-LA MIRADA UNIFIED H.S. D.  
Phone No.: (323) 855 -8017  
Address: 12820 PIONEER BLVD. NORWALK CA 90650  
Name of Contact: CRAIG SPRECHER

Reference #3

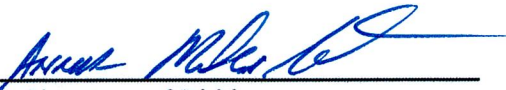
District or Entity: WALNUT VALLEY H.S.D. - DBHS MUSIC BLDG.  
Phone No.: (909) 730-5208 (909) 595-1261  
Address: 21400 PATHFINDER RD. DIAMOND BAR CA 91765  
Name of Contact: JEFFREY ROULE SUZANNE BEACH

Reference #4

District or Entity: WALNUT VALLEY H.S.D. - SOUTH POINTE M.S.  
Phone No.: (909) 730-5208 (909) 595-1261  
Address: 21400 PATHFINDER RD. DIAMOND BAR CA 91765  
Name of Contact: JEFFREY ROULE SUZANNE BEACH

Reference #5

District or Entity: FULLERTON UNIFIED H.S.D. / SONORA H.S.  
Phone No.: (562) 522 - 1388  
Address: 1051 W BASTANCHURY RD. FULLERTON CA 92833  
Name of Contact: OTIS BLACKMON

By:   
Signature of Bidder

09/15/23  
Date

**AWI BUILDERS, INC**  
1027 SHERLOCK DR  
BURBANK, CA 91501

Capistrano Unified School District  
33122 Valle Road  
San Juan Capistrano, CA 92675  
BID NO. 2324-03

DANA HILLS HIGH SCHOOL TWO-STORY CLASSROOM ADDITION

**RECEIVED**  
SEP 20 2023  
BY: JR @ 1:55 PM