

## 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

COMPANY NAME: Norse

**BID FORM**

**HAROLD AMBUEHL ELEMENTARY SCHOOL HVAC PROJECT**

**Harold Ambuehl Elementary School**

**28001 San Juan Creek Rd., San Juan Capistrano, CA 92675**

**Project No. 207**

**Bid No. 2324-10**

**FOR**

**Capistrano Unified School District**

CONTRACTOR  
NAME:

Norse Corporation

ADDRESS:

3555 Harbor Gateway So #F  
Costa Mesa, CA 92626

TELEPHONE:

(714) 545-3003

FAX:

(714) 545-9600

EMAIL

nfrino@norsec.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. 2324-10

HAROLD AMBUEHL ELEMENTARY SCHOOL HVAC PROJECT (RE-BID)

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>						

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:

One Million One Hundred Seventy Thousand Four Hundred Thirty Seven DOLLARS

(\$ 1,170,437 ) Include a \$ 60,000 District controlled allowance

Does your bid include the \$ 60,000 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:

Neal Freno - President  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(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: 747555  
License Expiration Date: 3/31/26  
Name on License: Norse Corporation  
Class of License: B  
DIR Registration Number: 100000 5444

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;

COMPANY NAME: Norse

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.

Norse Corporation  
Proper Name of Company

Neal Frino  
Name of Bidder Representative


3555 Harbor Gateway So #F  
Street Address

Costa Mesa, CA 92626  
City, State, and Zip

(714) 545-3003  
Phone Number

(714) 545-9600  
Fax Number

nfrino@norsec.com  
E-Mail

By:  Date: 16 APR 24  
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.

**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.

COMPANY NAME: Norse

**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*
Electrical	NIPA, Inc	Santa Ana, CA	556 240 C-10	714- 925-5678	1000002939
Plumbing	Verne's Plumbing	Buena Park, CA	674077	714- 994-1971	100 0000572
Rough Carpentry	Abde Hatif	Laguna Hills, CA	662128	949- 215-4790	1000001544
HVAC/ <del>Pano</del>	Pacific West	Orange, CA	792079	865- 328-2129	1000002299



COMPANY NAME:

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: Norse Corporation  
 Date: 4/14/24  
 Name: Neal Feino  
 Signature of Bidder Representative:   
 Address: 3555 Harbor Gateway Soff Costa Mesa, CA 92626  
 Phone: 714-545-3003

**BID BOND FORM**

**ATTACHMENT NO. 2 TO BID FORM**

KNOW ALL MEN BY THESE PRESENT that we, the undersigned, (hereafter called "Principal"), and Developers Surety and Indemnity 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 Total Amount Bid----- (\$ 10% of Bid----) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

SIGNED this 11th day of April, 2024.

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 No. 2324-10 Harold AMBUEHL ELEMENTARY SCHOOL HVAC PROJECT (Re-Bid).

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: Norse Corporation

Norse Corporation




(Corporate Seal)

By   
Principal's Signature

NEAL FRINO  
Typed or Printed Name

PRESIDENT  
Principal's Title

By   
Surety's Signature

Rebecca Haas-Bates  
Typed or Printed Name

Attorney-in-Fact

Title  
Developers Surety and Indemnity Company

Surety's Name  
17771 Cowan Suite #100, Irvine, CA 92614

Surety's Address

(866)363-2642

Surety's Phone Number



(Corporate Seal)

(Attached Attorney in Fact Certificate)

**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 Orange )

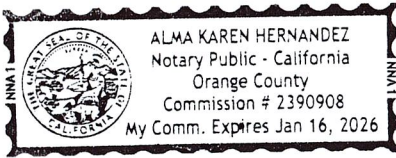
On 04/11/2024 before me, Alma Karen Hernandez, Notary Public  
*Date Here Insert Name and Title of the Officer*

personally appeared Rebecca Haas-Bates  
*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 [Handwritten 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: Bid Bond Document Date: 04/11/2024  
Number of Pages: Two(2) Signer(s) Other Than Named Above: \_\_\_\_\_

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

Signer's Name: Rebecca Haas-Bates  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: Developers Surety and Indemnity Company

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



**POWER OF ATTORNEY FOR  
COREPOINTE INSURANCE COMPANY  
DEVELOPERS SURETY AND INDEMNITY COMPANY**  
59 Maiden Lane, 43rd Floor, New York, NY 10038  
(212) 220-7120

KNOW ALL BY THESE PRESENTS that, except as expressly limited herein, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, do hereby make, constitute and appoint:

William Syrkin, Richard Adiar, and Rebecca Haas-Bates, of Irvine, CA

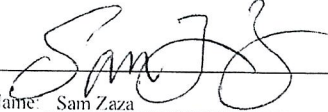
as its true and lawful Attorney-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said companies, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said company could do, but reserving to each of said company full power of substitution and revocation, and all of the acts of said Attorney-in-Fact, pursuant to these presents, are hereby ratified and confirmed. This Power of Attorney is effective April 11, 2024 and shall expire on December 31, 2025.

This Power of Attorney is granted and is signed under and by authority of the following resolutions adopted by the Board of Directors of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY (collectively, "Company") on February 10, 2023.

RESOLVED, that Sam Zaza, President, Surety Underwriting, James Bell, Vice President, Surety Underwriting, and Craig Dawson, Executive Underwriter, Surety, each an employee of AmTrust North America, Inc., an affiliate of the Company (the "Authorized Signors"), are hereby authorized to execute a Power of Attorney, qualifying attorney(s)-in-fact named in the Power of Attorney to execute, on behalf of the Company, bonds, undertakings and contracts of suretyship, or other suretyship obligations; and that the Secretary or any Assistant Secretary of the Company be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney.

RESOLVED, that the signature of any one of the Authorized Signors and the Secretary or any Assistant Secretary of the Company, and the seal of the Company must be affixed to any such Power of Attorney, and any such signature or seal may be affixed by facsimile, and such Power of Attorney shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY have caused these presents to be signed by the Authorized Signor and attested by their Secretary or Assistant Secretary this March 27, 2023.

By:   
Printed Name: Sam Zaza  
Title: President, Surety Underwriting



**ACKNOWLEDGEMENT:**


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.

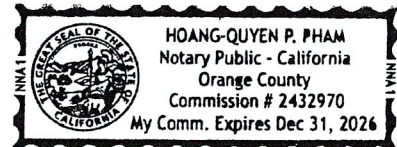
STATE OF California COUNTY OF Orange

On this 27 day of March, 2023, before me, Hoang-Quyen Phu Pham, personally appeared Sam Zaza, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that they executed the same in their authorized capacity, and that by the signature on the instrument the entities upon behalf which the person acted, executed this 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 



**CORPORATE CERTIFICATION**

The undersigned, the Secretary or Assistant Secretary of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in this Power of Attorney are in force as of the date of this Certification.

This Certification is executed in the City of Cleveland, Ohio, this March 19, 2023.

DocuSigned by:  
By:  Barry W. Moses, Assistant Secretary

POA No. N/A

686415E7ADE548C...

DocuSignEnvelopeID:3352BFD6-5E9D-4796-837E-C1E455E6530F

COMPANY NAME: Norse

**BID GUARANTEE FORM**

**(Use only when not using a Bid Bond)**

**ATTACHMENT NO. 2 TO BID FORM**

Accompanying this proposal is a cashier's check payable to the order of the Capistrano Unified School District or a certified check payable to the order of the Capistrano Unified School District in an amount equal to ten percent (10%) of the base bid and alternates (\$\_\_\_\_\_).

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.

\_\_\_\_\_  
Bidder

**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)

Neal Frino  
\_\_\_\_\_  
(Print)

4/16/24  
\_\_\_\_\_  
(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.

COMPANY NAME: Norse

**NON-COLLUSION DECLARATION**

**ATTACHMENT NO. 4 TO BID FORM**

The undersigned declares:

I am the President [Title] of Norse Corporation  
[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 4/16/24  
[Date], at COSTA MESA [City], CA [State].

Signed: 

Typed Name: Neal Frinko



**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: Norse

Name of Bidder: Norse Corporation

By:  NEAL FRANK

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

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

COMPANY NAME: Norse

**ACKNOWLEDGMENT OF BIDDING PRACTICES REGARDING INDEMNITY FORM**

**ATTACHMENT NO. 6 TO BID FORM**

TO: Capistrano Unified School District

RE: Project / Bid Number 207 2324-10

Construction Contract for Harold Ambuehl ES HVAC Project (Re-bid)

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.

Norse Corporation  
Contracting Party

Neal Feins / President  
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: Ambuehl ES HVAC Project (re-bid)

Bid No.: 2324-10

DSA No.: 04-122578

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: Norse Corporation

Name: Noel Fresno

Title: President

Signature: [Signature]

Date: 4/16/24

COMPANY NAME: Norse

**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: 

Typed Name of Bidder: Cory Frino

State of California

County of Orange

SUBSCRIBED AND SWORN TO (OR AFFIRMED) BEFORE ME on this 16 day of 04, 2024, by Cory Frino

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

(Seal)

*See Attachment*

\_\_\_\_\_  
(Notary Public)

My Commission Expires:

04.27.2026

\_\_\_\_\_  
(Expiration Date)

**CALIFORNIA JURAT WITH AFFIANT STATEMENT**

**GOVERNMENT CODE § 8202**

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

1 \_\_\_\_\_  
 2 \_\_\_\_\_  
 3 \_\_\_\_\_  
 4 \_\_\_\_\_  
 5 \_\_\_\_\_  
 6 \_\_\_\_\_

\_\_\_\_\_  
*Signature of Document Signer No. 1*

\_\_\_\_\_  
*Signature of Document Signer No. 2 (if any)*

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

Subscribed and sworn to (or affirmed) before me  
 on this 16 day of 04, 2024,  
*Date Month Year*

by Cory Frino  
 (1) \_\_\_\_\_  
 (and (2) \_\_\_\_\_),  
*Name(s) of Signer(s)*



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

Signature [Signature]  
*Signature of Notary Public*

*Seal*  
 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: \_\_\_\_\_



**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: Newport Mesa USD  
Phone No.: 714-424-5000  
Address: 2985 Bear St, Costa Mesa, CA 92626  
Name of Contact: Jon Geizler

Reference #2

District or Entity: Riverside Co Office of Education  
Phone No.: 951-826-6530  
Address: 3939 Thirteenth St. Riverside, CA 92501  
Name of Contact: Tom Anderson - Safework CM  
502-334-8078

Reference #3


District or Entity: Baldy View Regional Occupational Program  
Phone No.: 909-947-3400  
Address: 1501 Inland Empire Blvd, #100 Ontario, CA 91764  
Name of Contact: Tilden-Coil Const. Steve Fuentes 951-684-5901

Reference #4

District or Entity: Saddleback Valley USD  
Phone No.: 949-586-1234  
Address: 25631 Peter A Hartman Way Mission Viejo, CA 92691  
Name of Contact: Balfour Beatty Constr. Jeff Calvet 951-541-4677

Reference #5

District or Entity: Long Beach USD  
Phone No.: 562-997-8000  
Address: 1315 Hughes Way Long Beach, CA 90810  
Name of Contact: Balfour Beatty Const Chris Archuengo 949-233-4487

By:   
Signature of Bidder

4/16/24  
Date

**NORSE CORPORATION**

3555 Harbor Gateway South, Suite F  
Costa Mesa, CA 92626

Capistrano Unified School District  
33122 Valle Rd.  
San Juan Capistrano, CA 92675

**NORSE CORPORATION**

3555 Harbor Gateway South, Suite F  
Costa Mesa, CA 92626

Project: Ambuehl ES HVAC Project  
(Re-bid)

Bid No: 2324-10

4/16/24 @ 2:00pm

RECEIVED  
4/16/2024  
MMA  
CUSD 1:47 PM  
MMA