

BID FORMS

BID ACKNOWLEDGEMENT

NAME OF BIDDER: Creative Home/DBA: CHI Construction

The undersigned hereby declare that we have carefully examined the location of the proposed Work, and have read and examined the Contract, including all plans, specifications, and all addenda, if any, for the following Project:

FA2024-0003 Newport Heights Water Tie-In

To the Newport-Mesa Unified School District, with its principal place of business at 2985 Bear Street, Costa Mesa, California 92626:

In response to the Notice Inviting Bids dated October 2, 2024 and in accordance with the accompanying Instructions to Bidders, the undersigned hereby proposes to the District to furnish all labor, technical and professional services, supervision, materials and equipment, other than materials and equipment specified as furnished by the District, and to perform all operations necessary and required to construct the Project in accordance with the provisions of the Contract Documents, including all plans, specifications, and all addenda, and at the prices stated opposite the respective items set forth in the Bid Schedule.

This Bid constitutes a firm offer to the District which cannot be withdrawn for 90 days after the date set for opening of Bids, or until a Contract is executed by the District and a third party, whichever is earlier.

The undersigned certifies that it has examined and is fully familiar with all of the provisions of the Contract Documents and any addenda thereto; that it has carefully checked all of figures shown in its Bid Schedule; that it has carefully reviewed the accuracy of all statements in this Bid and attachments hereto; and that it understands and agrees that the District will not be responsible for any errors or omissions on the part of the undersigned in preparing this Bid.

If awarded a Contract, the undersigned agrees to execute and deliver to the District within ten (10) calendar days after date of receipt of Notice of Award, a signed Contract and the necessary Performance Bond, Payment Bond, and Certificates of Insurance and Endorsements.

The following Bid Forms, which have been completed and executed by the undersigned Bidder, are incorporated by this reference, and made a part of this Bid:

1. Completed Bid Schedule form.
2. Bid Guarantee in the amount of not less than 10% of the Total Bid Price.
3. Completed Designation of Subcontractors form.
4. Completed Bidder Information and Experience form.
5. Fully executed Noncollusion Declaration form.

6. Completed Public Works Contractor DIR Registration Certification form.

Bidder certifies that it is now licensed in accordance with the provisions of the Contractor's License Law of the State of California:

License number 839455

Expiration date 11/30/2025

License classification A, B

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

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

Addenda No. 1

[SIGNATURES NEXT PAGE]

I hereby certify under penalty of perjury under the laws of the State of California that all of the information submitted in connection with this Bid and all of the representations made herein are true and correct.

BIDDER:

Bidder's Business Address:

Creative Home/DBA: CHI Construction
(Company Name)

727 S. State College Blvd. Ste. C,
Fullerton, CA 92831

By 
(Signature)

Muetaz Darwish
(Type or print name)

President
(Title)

Fullerton, CA
(Where signed) (District, State)

Dated: 10/10, 2024
State of Incorporation: California

(corporate seal)

(If the Contractor is a corporation, two signatures of corporate officers are required.)

Names and addresses of all partners or joint venturers:

Muetaz Darwish, President resides at 2586 Hibiscus St. Fullerton, CA 92805

Statement of the authority of signatory to bind Bidder:

See attached

**COPY OF RESOLUTION OF BOARD OF DIRECTORS AUTHORIZING
CORPORATE INDEMNITY**

At a Regular/ Special meeting of the Board of Directors Creative Home dba Chi Construction, a California corporation, (hereinafter called Company) duly called and held on the 20th day of MARCH, 2009, a quorum being present, the following Preambles and Resolutions were adopted:

"WHEREAS, this Company is materially interested in applying for or indemnifying certain bonds or undertakings to be furnished or procured by Western Insurance Company (hereinafter called Surety); and

Creative Home dba Chi Construction, a California corporation

"WHEREAS, the Surety is willing to execute such bonds or undertakings as surety upon the written indemnity of this Company:

"RESOLVED, that Muetaz Darwish, President

be and he is hereby authorized and empowered to execute any indemnity agreement or agreements required by the surety as consideration for the execution by it of bonds or undertakings of whatever kind or nature on behalf of the Principal described;

"RESOLVED FURTHER, that the said officers be and they are hereby authorized and empowered, at any time prior or subsequent to the execution by said Surety of any such bonds or undertakings, to execute any and all amendments to said agreement or agreements; and to execute any other or further agreements relating to any such bonds or undertakings or to any collateral that may be or has been deposited with the Surety in connection therewith; and to take any and all other actions that may be requested or required by the Surety in the premises; and that any and all actions previously taken by the said officers of the kind and nature above described be and they are hereby ratified and accepted."

I, MUETAZ DARWISH, Secretary of the Company, have compared the foregoing preambles and resolutions with the original thereof, as recorded in the Minute Book of said Company, and do certify that the same are correct and true transcripts therefrom, and of the whole of said original preambles and resolutions, which have not been amended, annulled or revoked, and are still in full force and effect.

Given under my hand and seal of the Company, in the City of ANAHEIM State of CA
this 20th day of MAR, 2009.

(Affix Corporate Seal)

CREATIVE HOME CORPORATION
701 E. BALL RD. #101
ANAHEIM, CA 92805
(714) 758-1767

Secretary

BID SCHEDULE

OPTION 1 TOTAL BID PRICE TIE IN LOCATION 1

\$ 84,850.00

Total Base Bid in Numbers

OPTION 2 TOTAL BID PRICE TIE IN LOCATION 2

\$ 95,000.00

Total Base Bid in Numbers

Option 1 and 2 are noted on document “Waterline Connection Exhibit_2024-08-27” Option 1 is located on the Santa Ana Ave side of the property Option 2 is located in the fire lane.

The costs for any work shown or required in the Contract Documents, but not specifically identified as a bid line item are to be included in the related bid line items and no additional compensation shall be due to Contractor for the performance of the work.

All blank spaces appearing above must be filled in. Failure to fill in any blank spaces may render the Bid non-responsive. In case of discrepancy between the Unit Price and Item Cost set forth for a unit basis item, the Unit Price shall prevail and be utilized as the basis for determining the lowest responsive, responsible Bidder. However, if the amount set forth as a Unit Price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the Item Cost column, then the amount set forth in the Item Cost column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the Unit Price.

For purposes of evaluating Bids, the District will correct any apparent errors in the extension of unit prices and any apparent errors in the addition of lump sum and extended prices.

The estimated quantities for Unit Price items are for purposes of comparing Bids only and the District makes no representation that the actual quantities of work performed will not vary from the estimates. Final payment shall be determined by the District from measured quantities of work performed based upon the Unit Price.

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

If the Contract Documents specify alternate bid items, the District can choose to include any, all, or none of the alternate bid items in the Work. If the District selects any of the alternate bid items, the corresponding alternate bid prices shall be added to or deducted from Base Bid Price for the work. The District can award/select alternate bid items at any time(s).

Name of Bidder Creative Home/DBA: CHI Construction

Signature 

Name and Title Muetaz Darwish, president

Dated 10/10/2024

BID GUARANTEE**BID BOND**

[Note: Not required when other form of Bidder's Security, e.g., cash, certified check, or cashier's check, accompanies Bid.]

The makers of this bond are, Creative Home dba CHI Construction, as Principal, and Merchants Bonding Company (Mutual), as Surety and are held and firmly bound unto the Newport-Mesa Unified School District, hereinafter called the District, in the penal sum of TEN PERCENT (10%) OF THE TOTAL BID PRICE of the Principal submitted to District for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated October 11th, 20 24, for FA2024-0003 Newport Heights Water Tie-In.

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

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract shall affect its obligation under this bond, and Surety does hereby waive notice of any such changes.

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

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this 7th day of October, 20 24, the name and corporate seal of each corporation.

(Corporate Seal)

Creative Home dba CHI Construction
Contractor/ Principal

By [Signature]

Title PRESIDENT

(Corporate Seal)

Merchants Bonding Company (Mutual)
Surety

By [Signature]

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title Kerissa Ricciardi, Attorney-in-Fact

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 October 7, 2024, before me, Hanh Le, Notary Public
(insert name and title of the officer)

personally appeared Kerissa Ricciardi,
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  (Seal)



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 October 7, 2024, before me, Hanh Le, Notary Public
(insert name and title of the officer)

personally appeared Muetaz Darwish
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 *Hanh Le* (Seal)

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Charo J. Rosemond; James Baldassare Jr; John F. Surano; Kerissa Ricciardi; Krista A DiMezza; Lisa M Scavetta; Michael Castaneda; Michael Dugan; Sherryanne M DePirro

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 29th day of July, 2024.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

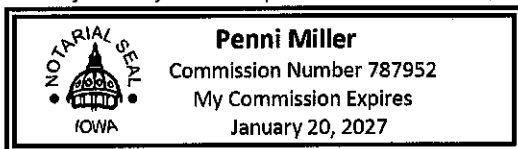
By

A handwritten signature in cursive script that reads "Larry Taylor".

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 29th day of July, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission does not invalidate this instrument)

A handwritten signature in cursive script, likely belonging to the notary public.

Notary Public

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 7th day of October, 2024.



A handwritten signature in cursive script that reads "Elisabeth Sandersfeld".

Secretary

DESIGNATION OF SUBCONTRACTORS

The subcontractor listed below will perform work or labor or render service to the successful Bidder in or about the construction of the work or improvement, or are subcontractors licensed by the State of California who will, under subcontract to the successful Bidder, specially fabricate and install a portion of the work or improvement according to detailed drawings contained in the Contract Documents, in an amount in excess of one-half of one percent (1/2 of 1%) of the Bidder's total bid. Notwithstanding the foregoing, if the work involves the construction of streets and highways, then the Bidder shall list each subcontractor who will perform work or labor or render service to the Bidder in or about the work in an amount in excess of one-half of one percent (0.5%) of the Bidder's Total Bid Price or \$10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

In compliance with the Subletting and Subcontracting Fair Practices Act Chapter 4 (commencing at Section 4100), Part 1, Division 2 of the California Public Contract Code, the Bidder shall set forth below:

- (a) The portion of the work to be done by the subcontractor.
- (b) The name and the location of the place of business.
- (c) The California contractor license number; and
- (d) The DIR public works contractor registration number.

If a Bidder fails to specify a subcontractor or if a Bidder specifies more than one subcontractor for the same portion of work, then the Bidder shall be deemed to have agreed that it is fully qualified to perform that portion of work and that it shall perform that portion itself.

Portion of Work to be done by Subcontractor	Name of Subcontractor	Location of Business	CSLB Contractor License No.	DIR Registration Number
None				

Portion of Work to be done by Subcontractor	Name of Subcontractor	Location of Business	CSLB Contractor License No.	DIR Registration Number

BIDDER INFORMATION AND EXPERIENCE FORM

INFORMATION ABOUT BIDDER

(Indicate not applicable ("N/A") where appropriate.)

NOTE: Where Bidder is a joint venture, pages shall be duplicated, and information provided for all parties to the joint venture.

- 1.0 Name of Bidder: Creative Home/DBA: CHI Construction
- 2.0 Type, if Entity: Corporation
- 3.0 Bidder Address: 727 S. State College Blvd. Ste. C, Fullerton, CA 92831
- 714-758-1767
Facsimile Number Telephone Number
mitch@chiconstruction.net
Email Address
- 4.0 How many years has Bidder's organization been in business as a Contractor?
20 years
- 5.0 How many years has Bidder's organization been in business under its present name? 20 years
- 5.1 Under what other or former names has Bidder's organization operated?
None
- 6.0 If Bidder's organization is a corporation, answer the following:
- 6.1 Date of Incorporation: 7/25/2005
- 6.2 State of Incorporation: California
- 6.3 President's Name: Muetaz Darwish
- 6.4 Vice-President's Name(s): Muetaz Darwish
- 6.5 Secretary's Name: Muetaz Darwish
- 6.6 Treasurer's Name: _____

7.0 If an individual or a partnership, answer the following:

7.1 Date of Organization: _____

7.2 Name and address of all partners (state whether general or limited partnership):

8.0 If other than a corporation or partnership, describe organization and name principals:

9.0 List other states in which Bidder's organization is legally qualified to do business.

None

10.0 What type of work does the Bidder normally perform with its own forces?

Excavation, pipe and valve installation, backfill, pavement

11.0 Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:

No

12.0 Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:

No

13.0 List Trade References:

Hardy & Harper Inc. Lake Forest, CA, (714) 444-1851

white Cap Construction supply, Santa Ana, CA, 714-258-3300

Ferguson Water Works, Poway, CA 714-893-1936

14.0 List Bank References (Bank and Branch Address):

Bank of America, Norwalk, CA

15.0 Name of Bonding Company and Name and Address of Agent:

Merchants Bonding Company, PO Box 14498, Des Moines, IA 50306

Turner Surety and Insurance Brokerage, 714-955-4032

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LIST OF CURRENT PROJECTS (BACKLOG)

[**Duplicate Page if needed for listing additional current projects. **]

Project	Client Reference (agency name/contact info)	Description of Bidder's Work	Completion Date	Cost of Bidder's Work
See attached				

CREATIVE HOME DBA CHI CONST - SCHEDULE OF CONTRACTS

727 S. State College Blvd. Ste. C, Fullerton, CA 92831 Tel: (714) 758-1767 / Fax: 714 200-0294

8-20-2024

CLIENT'S NAME	ADDRESS	PHONE #	JOB DESCRIPTION	PROJECT \$\$	STATUS
ACTIVE JOBS					ACTIVE
City of Burbank Kenneth KOZOVICH	275 East Olive Avenue Burbank, CA 91502	818-238-3932	Providencia Sewer Phase 2	\$2.4 Million	Apr., 2023 To Sept. 2024
City of Downey Lorena Powell	11111 Brookshire Avenue Downey, CA 90241	(562) 904-7110	CIP24-27 Western Avenue Water System Improvements	\$620K	Jul. 22,2024 To Sept. 16, 2024
City of Fountain Valley Jessenia Penaloza	10200 Slater Ave. Fountain Valley, CA 92708	714-593-4678	City of Fountain Valley Sewer Manhole Rehabilitation	\$300K	Aug. 2024 To Dec. 2024
City of Carlsbad Graham Jordan	5950 El Camino Real, Carlsbad CA 92805		VALVE REPLACEMENT – PHASE III	\$3.821 Million	Nov. 2024 to Jun, 2025
City of Laguna Beach Ulises Escalona	505 Forest Avenue Laguna Beach, CA 92651	(949) 497-0792	SLEEPY HOLLOW LANE SEWER MAIN REPLACEMENT.	\$581K	Sept. 2024 To Jan, 2025

LIST OF COMPLETED PROJECTS – LAST THREE YEARS

[**Duplicate Page if needed for listing additional completed projects. **]

Please include only those projects which are similar enough to demonstrate Bidder's ability to perform the required Work.

Project	Client Reference (agency name/contact info)	Description of Bidder's Work	Completion Date	Cost of Bidder's Work
See attached				

CREATIVE HOME DBA CHI CONST - SCHEDULE OF CONTRACTS

727 S. State College Blvd. Ste. C, Fullerton, CA 92831 Tel: (714) 758-1767 / Fax: 714 200-0294

8-20-2024

CLIENT'S NAME	ADDRESS	PHONE #	JOB DESCRIPTION	PROJECT \$\$	STATUS
JOBS COMPLETED					CLOSED
Western Municipal Water District Douglas McCartney	14205 MERIDIAN PARKWAY, RIVERSIDE, California 92518	951.571.7286	WATER MAIN REPLACEMENT PROJECT WESTERLY DR, NEW RIDGE DR, BAY RIDGE DR, RIVERSIDE AVE, AND DALLAS AVE	\$3.4 millions	Aug. 1, 2023- May. 10, 2024
Metropolitan Water District Of Southern California Brian Higgs	700 North Alameda St. Los Angeles, CA 90012	760-900-0312	Lake Mathew Reservoir Sewer replacement project	\$3.8 million	Dec. 2021 Apr, 2024
City of Pasadena Adolfo Vargas	150 S. Robles, #200, Pasadena, CA 91101	626-744-4331	Furnish Labor and Material to install Ductile Iron water main at Arroyo St.	\$2.4 million	Jan. 2, 2022 Aug. 30, 2023
Rancho Water District Tim Shamblin	42135 Winchester Road, Temecula, CA 92590	951-296-6955 Ext. 6955	Pepperleaf Potable Water Pipeline Replacement	\$161K	May 2023 sep, 2023
City of Pasadena Adolfo Vargas	150 S. Robles, #200, Pasadena, CA 91101	626-744-4331	Furnish labor and material to install Ductile Iron Water Main at Colorado Blvd. and Saint Gabriel st.	\$2.14 millions	Aug. 1, 2021- May. 14, 2023
Fallbrook Utility Department Aaron Cook	990 E Mission Road, Fallbrook, CA 92028	760-999-2713	RECYCLED AIRNAC & DRAIN REPLACEMENT	185K	Feb. 2022 Apr. 2022
City of Laguna Niguel Edgar Abrenica	30111 Crown Valley Parkway Laguna Niguel, CA 92677	949-362-4338	Paseo de Colinas Groundwater Seepage Repair Project, CC 20-12	210K	Apr. 20, 2021- May 14, 2021
City of Garden Grove Liyan Jin	13802 Newhope Street. Garden Grove, CA 92843	714-741-5977	Sewer System Rehab. Plan Phase I, Sewer Main Replacement	2,705K	May 18 th , 2020- May. 11, 2021
California State Parks Southern Service Center	2797 Truxtun Road Barracks 26 San Diego, CA 92106	619.206.0489	C18E0022 - Chino Hills Water Main	400K	Sep. 17,2020 Feb. 18, 2021
City of Hesperia Tina Bulgarelli	17282 Mojave St, Hesperia, CA 92345	760-947-1216	Bear Valley Manhole rehab	55K	May 25, 2020 to Jun 12, 2020
Victorville Sewer Structural rehab Shah Nawaz	14343 Civic Drive, Victorville, CA 92393	760-243-6353	Replace existing sewer line at various location in the city	1,953K	Oct. 21-19-Jun. 20- 20
Lynwood Hulme water main Noe Martinez	11330 Bullis Road, Lynwood, CA 90262	(310)603- 0220, ext. 833	Replace existing water main, curb, gutter and driveway	618K	9-23-19 to 10-31- 19
Coachella Valley water district Jignesh Ladhawala	75-515 Hovley Lane East, Palm Desert, CA 92211	760-398-2661	Manhole Rehabilitation and Replacement	572K	Mar. 13, 19 to Jun. 2019
City of Redland Jason Montgomery	35 Cajon Street Redlands, CA 92373	(909) 798-7584	WWTP Flowmeter	36K	Mar. 6, 19 to Mar. 12, 19

EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE

Personnel:

The Bidder shall identify the key personnel to be assigned to this project in a management, construction supervision or engineering capacity.

1. List each person's job title, name, and percent of time to be allocated to this project:

Pedrp Zaragoza, Foreman 100%

muetaz Darwish, Project Manager 25%

2. Summarize each person's specialized education:

Pedro Zaragoza, Journeyman Pipe layer

Muetaz Darwish, Engineer

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

Pedro Zaragoz, has been in the underground utilities installation for over 15 years

Muetaz Darwish is a project Manager in the public and private construction for over 30 years

4. Summarize such experience:

Pedro Zaragoza has 15 years of experience in underground utility installation

Muetaz Darwish has 30 years of experience in construction project management

Bidder agrees that personnel named in this Bid will remain on this Project until completion of all relevant Work, unless substituted by personnel of equivalent experience and qualifications approved in advance by the District.

Additional Bidder's Statements:

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

NON-COLLUSION DECLARATION

The undersigned declares:

I am the President of Creative Home Corporation, the party making the foregoing Bid.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid Price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid Price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid Price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 10/10/2024 [date], at Fullerton [District], California [state].

Name of Bidder Creative Home/DBA: CHI Construction

Signature 

Name Muetaz Darwish

Title President

PUBLIC WORKS CONTRACTOR DIR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/PublicWorks/PublicWorks.html> for additional information.

No Bid will be accepted, nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.¹

Name of Bidder: Creative Home/DBA: CHI Construction

DIR Registration Number: 1000000324

DIR Registration Expiration: 6/30/2027

Small Project Exemption: Yes or X No

Unless Bidder is exempt pursuant to the small project exemption, Bidder further acknowledges:

1. Bidder shall maintain a current DIR registration for the duration of the Project.
2. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the Project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the Bid is non-responsive.

Name of Bidder Creative Home/DBA: CHI Construction

Signature 

Name and Title Muetaz Darwish, president

Dated 10/10/2024

¹ If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

EXHIBIT "A"

SERVICES / SCHEDULE

1. Pothole the existing water valve locations to verify 2" potable water line that can be used to supply enough GPMs of potable water to (3) new portable classrooms and new portable restrooms (8 toilets, 2 urinals, 6 sinks) efficiently with 2" POC tie-in. Approximately 165' of saw cutting, demo, piping, and trenching. Saw cut existing asphalt, trench, and lay in new water line that will tie into new portable classrooms and new portable restroom. Demo and haul off asphalt or concrete after saw cutting area. Asphalt or concrete will need to be poured back where material was removed. Afterwards new water line will need to be tied into new POC. Trench plates will need to be installed to protect open areas after work hours.
2. The project schedule is approximately (3) Saturday days, (8) Hours shifts each, for turnover of construction; Notice to proceed is anticipated to occur on or about **October 17, 2024**.
3. DISTRICT and awarded CONTRACTOR must include and provide Costa Mesa Water District our logistic plan, scope of work, pre-construction meeting/job walk invitation.
4. Subcontractor will need to furnish dumpster for daily clean up and debris haul off. Portable restroom will be subcontractor furnished.

EXHIBIT "B"
PLANS AND SPECIFICATIONS
SEE DOCUMENTS FILE

ASBESTOS-FREE MATERIALS CERTIFICATION

The undersigned declares that he or she is the person who executed the bid for the FA2024-0003 Newport Heights Water Tie-In (hereinafter referred to as the "Project"), and submitted it to the **NEWPORT-MESA UNIFIED SCHOOL DISTRICT** (hereinafter referred to as the "District") on behalf of Creative Home (hereinafter referred to as the "Contractor").

To the best of my knowledge, information, and belief, in completing the Contractor's Work for the Project, no material furnished, installed, or incorporated into the Project will contain, or in itself be composed of, any materials listed by the federal or state EPA or federal or state health agencies as a hazardous material.

Any disputes involving the question of whether or not material installed with asbestos-containing equipment are settled by electron microscopy; the cost of any such tests shall be paid by the Contractor.

All work or materials installed by the Contractor which is found to contain asbestos, or work or material installed with asbestos-containing equipment, will be immediately rejected and this work shall be removed and replaced by the Contractor at no additional cost to the District. Decontamination and removal of work found to contain asbestos, or work installed with asbestos-containing equipment shall be done only under supervision of a qualified consultant, knowledgeable in the field of asbestos abatement and accredited by the Environmental Protection Agency.

The ASBESTOS REMOVAL CONTRACTOR shall be an EPA accredited contractor qualified in the removal of asbestos and shall be chosen and approved by the Asbestos Consultant who shall have sole discretion and final determination in this matter.

The asbestos consultant shall be chosen and approved by the Architect or the District who shall have sole discretion and final determination in this matter. The work will not be accepted until asbestos contamination is reduced to levels deemed acceptable by the Asbestos Consultant.

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

Executed on this 7th day of Oct, 2024 at Orange County.

Name of Bidder Creative Home/DBA: CHI Construction

Signature 

Name and Title Muetaz Darwish, president

Dated 10/7/2024

ASBESTOS-FREE MATERIALS CERTIFICATION

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 October 7, 2024, before me, Hanh Le, Notary Public
(insert name and title of the officer)

personally appeared Muetaz Darwish
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 *Hanh Le* (Seal)

RECYCLED CONTENT CERTIFICATION

The undersigned declares that he or she is the person who executed the bid for the
Creative Home (hereinafter referred to as the
“Project”), and submitted it to the **NEWPORT-MESA UNIFIED SCHOOL DISTRICT**
(hereinafter referred to as the “District”) on behalf of hereinafter referred to as the “Contractor”).
Pursuant to Public Contract Code Section 10308.5, all contractors are required to certify in writing
under penalty of perjury the minimum (if not exact) percentage of recycled content in materials,
goods, or supplies offered or products used in the performance of their contract, regardless of
whether the product meets the required recycled product percentage as defined in Sections 12161
and 12200. The recycled content shall include both post-consumer material and secondary
material as defined in Public Contract Code Sections 12161 and 12200 shall apply.
I declare under penalty of perjury under the laws of the State of California that the following
percentages of Post-consumer Material and Secondary Material is in the materials, goods or
supplies offered for, or products used in, the performance of the Contract for the Project:
90 % Post consumer Material 90 % Secondary Material.

Executed on this 7th day of Oct, 2024
Orange County.

Name of Bidder Creative Home/DBA: CHI Construction

Signature 

Name and Title Muetaz Darwish President

Dated 10/7/2024

RECYCLED CONTENT CERTIFICATION

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 October 7, 2024, before me, Hanh Le, Notary Public
(insert name and title of the officer)

personally appeared Muetaz Darwish
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 Hanh Le (Seal)

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification form is part of the Contract made by and between the **NEWPORT-MESA UNIFIED SCHOOL DISTRICT** (hereinafter referred to as the "District") and

Creative Home/DBA: CHI Construction

_____ (hereinafter referred to as the "Contractor") for the FA2024-0003 Newport Heights Water Tie-In Project (hereinafter referred to as the "Project").

This form is required from all successful bidders pursuant to the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

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

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

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

DRUG FREE WORKPLACE CERTIFICATION

- A. Publishing a statement notifying employees concerning the prohibition of controlled substance at my workplace.
- B. Establishing a drug-free awareness program; and
- C. Requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a) and agree to abide by the terms of that statement.

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

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

Executed on this 7th day of Oct,
 2024 at Orange County.

Name of Bidder Creative Home/DBA: CHI Construction

Signature 

Name and Title Muetaz Darwish, president

Dated 10/7/2024

DRUG FREE WORKPLACE CERTIFICATION

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 October 7, 2024, before me, Hanh Le, Notary Public
(insert name and title of the officer)

personally appeared Muetaz Darwish
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 *Hanh Le* (Seal)

**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.

Creative Home/DBA: CHI Construction

Contractor Name



Signature

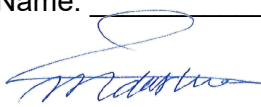
10/10/2024

Date

EXHIBIT "D"
CERTIFICATION
LABOR CODE - SECTION 1861

I, the undersigned Contractor, am aware of the provisions of Section 3700, et seq., of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work on this Contract.

Contractor Name: Creative Home/DBA: CHI Construction

By: 

Signature

Muetaz Darwish
Name (Print)

President
Title (Print)



NEWPORT-MESA UNIFIED SCHOOL DISTRICT

ADDENDUM NO. 1

Newport Heights Water Tie In

Informal Bid No. FA2024-0003

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

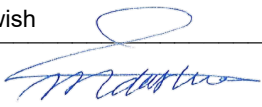
October 7, 2024

The following revisions and/or clarifications shall be made to the proposal documents for the above-named work. All work described in the original proposal documents and all applicable Sections of the original proposal documents shall be included in the contract, except as herein modified:

Acknowledgement of this Addendum shall be made below and submitted with the proposal submission. If acknowledgement is not made the proposal may be considered non-responsive.

- **REPLACE:** Replace Bid Form with attached revised document adding option 1 and option 2 for tie in location bid submission.

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

Name:	Muetaz Darwish
Signature:	
Firm Name:	Creative Home/DBA: CHI Construction
Address:	727 S. State College Blvd. Ste. C, Fullerton, CA 92831
Telephone #:	714-758-1767
Fax #:	

(END OF ADDENDUM NO.1)