BID FORM

FOR: SRC N. GYM BLEACHERS REPLACEMENT
PROJECT NUMBER: 950589
CONTRACT NUMBER: 950589-LF-2022-114
UNIVERSITY OF CALIFORNIA, RIVERSIDE
RIVERSIDE, CALIFORNIA

April 29, 2022

BID TO:

Planning, Design & Construction
UNIVERSITY OF CALIFORNIA, RIVERSIDE
900 University Avenue
Riverside, CA 92521

(951) 827-4201

BID FROM:

H2M CONSTRUCTION INC.

Sherif Serres

8250 Via Carrillo

Pacifica, CA 91730

626-343-8866

h2mconstruction@yahoo.com

(Note: All portions of this Bid Form must be completed, and the Bid Form must be signed before the Bid is submitted. Failure to do so will result in the Bid being rejected as non-responsive.)
1.0 BIDDER'S REPRESENTATIONS

Bidder, represents that a) Bidder and all Subcontractors, regardless of tier, has the appropriate current and active Contractor's licenses required by the State of California and the Bidding Documents; b) it has carefully read and examined the Bidding Documents for the proposed Work on this Project; c) it has examined the site of the proposed Work and all Information Available to Bidders; d) it has become familiar with all the conditions related to the proposed Work, including the availability of labor, materials, and equipment; e) Bidder and all Subcontractors, regardless of tier, are currently registered with the California Department of Industrial Relations pursuant to California Labor Code Section 1725.5 and 1771.1. Bidder hereby offers to furnish all labor, materials, equipment, tools, transportation, and services necessary to complete the proposed Work on this Project in accordance with the Contract Documents for the sums quoted. Bidder further agrees that it will not withdraw its Bid within 60 days after the Bid Deadline, and that, if it is selected as the apparent lowest responsive and responsible Bidder, that it will, within 10 days after receipt of notice of selection, sign and deliver to University the Agreement in triplicate and furnish to University all items required by the Bidding Documents. If awarded the Contract, Bidder agrees to complete the proposed Work within 30 days after the date of commencement specified in the Notice to Proceed.

2.0 ADDENDA

Bidder acknowledges that it is Bidder's responsibility to ascertain whether any Addenda have been issued and if so, to obtain copies of such Addenda from University's Facility at the appropriate address stated on Page 1 of this Bid Form. Bidder therefore agrees to be bound by all Addenda that have been issued for this Bid.

3.0 NOT USED

4.0 LUMP SUM BASE BID

\[
\text{\$ } \boxed{\phantom{00000000}} \text{, } \boxed{5} \text{, } \boxed{7} \text{, } \boxed{2} \text{, } \boxed{0} \text{, } \boxed{0} \text{, } \boxed{0}\text{.}
\]

(Place figures in appropriate boxes.)

**Allowance No. 1:** Installation of Bleachers. Include an Allowance of $218,990.00 for the installation of Bank A, B & C telescoping platform bleachers to be completed by Herk Edwards, Inc., who is the certified installer for the bleacher system. Please see proposal detailing the installation scope of work, included in Specification Section 01 2100, Allowances.

5.0 SELECTION OF APPARENT LOW BIDDER

Refer to the Instructions to Bidders for selection of apparent low bidder.
BIDDER'S NAME: H2M CONSTRUCTION INC.

6.0 NOT USED

7.0 DAILY RATE OF COMPENSATION FOR COMPENSABLE DELAYS

Bidder shall determine and provide below the daily rate of compensation for any Compensable Delay caused by University at any time during the performance of the Work. A Facility may choose a minimum compensable delay in the best interests of the Project. If so, use the language in parentheticals {} and in grey highlight:

\[
\text{\$ } 0\,0\,0,\,0\,5\,0\,0 \times \, 36 \text{ multiplier}
\]

(Place figures in appropriate boxes.)

Failure to fill in a dollar figure for the daily rate for Compensable Delay shall render the bid non-responsive. University will perform the extension of the daily rate times the multiplier.

The daily rate shown above will be the total amount of Contractor entitlement for each day of Compensable Delay caused by University at any time during the performance of the Work and shall constitute payment in full for all delay costs, direct or indirect (including, without limitation, compensation for all extended home office overhead and extended general conditions), of the Contractor and all subcontractors, suppliers, persons, and entities under or claiming through Contractor on the Project. The number of days of Compensable Delay shown as a "multiplier" above is not intended as an estimate of the number of days of Compensable Delay anticipated by the University. The University will pay the daily rate of compensation only for the actual number of days of Compensable Delay, as defined in the General Conditions; the actual number of days of Compensable Delay may be greater or lesser than the "multiplier" shown above.

8.0 NOT USED
9.0 **LIST OF SUBCONTRACTORS**

Bidder will use Subcontractors for the Work:

- [ ] No  [ ] Yes

If "yes", provide in the spaces below (a) the name, the location of the place of business, and the California contractor license number of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the state of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid, (b) the portion of the work which will be done by each subcontractor. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in its bid.

<table>
<thead>
<tr>
<th>Portion of the Work Activity (e.g. electrical, mechanical, concrete)</th>
<th>Name of Business</th>
<th>Location of Business (City)</th>
<th>License No.</th>
<th>DIR Registration No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bleachers install</td>
<td>Herk Edwards Inc</td>
<td>Torrance, CA</td>
<td>#232760</td>
<td>1000001262</td>
</tr>
<tr>
<td>Electrical</td>
<td>Nekota power Elecl const corp</td>
<td>Redlands, CA</td>
<td>#1031191</td>
<td>1000526087</td>
</tr>
<tr>
<td>epoxy flooring</td>
<td>contrast restoration</td>
<td>Corona, CA</td>
<td>#971761</td>
<td>1000463159</td>
</tr>
</tbody>
</table>

(Note: Add additional pages if required.)
BIDDER'S NAME: H2M Construction Inc.

TYPE OF ORGANIZATION: Corporation

IF A CORPORATION, THE CORPORATION IS ORGANIZED UNDER THE LAWS OF:

THE STATE OF CA

NAME OF PRESIDENT OF THE CORPORATION: Sheri's Gerjes

NAME OF SECRETARY OF THE CORPORATION: Sheri's Gerjes

IF A PARTNERSHIP, NAMES OF ALL GENERAL PARTNERS:

(Insert Name(s))

CALIFORNIA CONTRACTORS LICENSE(S):

A, B 1016007 07-31-2022

(For Joint Venture, list Joint Venture's license and licenses for all Joint Venture partners.)
BIDDER'S NAME: H2M Construction, Inc.

12.0 REQUIRED COMPLETED ATTACHMENTS

The following documents are submitted with and made a condition of this Bid:

1. Bid Security in the form of Bid Bond
   (Bid Bond or Certified Check)

13.0 DECLARATION

I, Sherie J. Gereau, President of H2M Construction, Inc., hereby declare that I am the
submitting this Bid Form; that I am duly authorized to execute this Bid Form on behalf of Bidder; and that all
information set forth in this Bid Form and all attachments hereto are, to the best of my knowledge, true, accurate,
and complete as of its submission date.

I further declare that this bid is not made in the interest of, or on behalf of, any undisclosed person,
partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or
sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham
bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else
to put in a sham bid, or that anyone shall refrain from bidding; that 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, or
to secure any advantage against the public body awarding the contract of anyone interested in the proposed
contract; that all statements contained in the bid are true; and, further, that 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, or paid, and will not pay, any fee to any corporation, partnership, company
association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham
bid.

I declare, under penalty of perjury, that the foregoing is true and correct and that this Declaration was
executed at: Rancho Cucamonga, in the State of CA, on 05-20-2022.

(Signature)
KNOW ALL PERSONS BY THESE PRESENTS:

That we, H2M Construction, Inc., as Principal, and The Ohio Casualty Insurance Company, as Surety, are held and firmly bound unto THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, hereinafter called THE REGENTS, in the sum of 10% of the Lump Sum Base Bid amount for payment of which 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 THE ABOVE OBLIGATION IS SUCH THAT, WHEREAS, Principal has submitted a Bid for the work described as follows:

Project Name: SRC N. Gym Bleachers Replacement
Project Number: 950589, Contract Number: 950589-LF-2022-114
Location: Riverside, CA

NOW, THEREFORE, if Principal shall not withdraw said Bid within the time period specified after the Bid Deadline, as defined in the Bidding Documents, or within 60 days after the Bid Deadline if no time period be specified, and, if selected as the apparent lowest responsible Bidder, Principal shall, within the time period specified in the Bidding Documents, do the following:

1. Enter into a written agreement, in the prescribed form, in accordance with the Bid.
2. File two bonds with THE REGENTS, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by the Bidding Documents.
3. Furnish certificates of insurance and all other items as required by the Bidding Documents.

In the event of the withdrawal of said Bid within the time period specified, or within 60 days if no time period be specified, or the disqualification of said Bid due to failure of Principal to enter into such agreement and furnish such bonds, certificates of insurance, and all other items as required by the Bidding Documents, if Principal shall pay to THE REGENTS an amount equal to the difference, not to exceed the amount hereof, between the amount specified in said Bid and such larger amount for which THE REGENTS procure the required work covered by said Bid, if the latter be in excess of the former, then this obligation shall be null and void, otherwise to remain in full force and effect.

In the event suit is brought upon this bond by THE REGENTS, Surety shall pay reasonable attorneys’ fees and costs incurred by THE REGENTS in such suit.

IN WITNESS WHEREOF, we have hereunto set our hands this 11th day of May, 2022.

PRINCIPAL:

H2M Construction, Inc.

By: SHERIE CERES

President

SURETY:

The Ohio Casualty Insurance Company

By: Ben Stong

Attorney-in-Fact

Address for Notices:

790 The City Drive South, Suite 200

Orange, CA 92868

NOTE: Notary acknowledgement for Surety and Surety's Power of Attorney must be attached.
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 San Bernardino

On May 26, 2022 before me, Brenda Islea Tapia-Ruiz, Notary Public
(insert name and title of the officer)

personally appeared Sheriff Gerges

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 Brenda Islea Tapia-Ruiz (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 _________ Riverside _________

On 05/11/2022 before me, R. Nappi Notary Public
__________________________
(insert name and title of the officer)

personally appeared Ben Strong, 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)
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint:

Arturo Ayala; Ben Strong; Benjamin Wolfe; Chelsea Arnold; Daniel Huckabay; Dwight Riley; Frank Morones; Michael D. Strong; R. Nappi; Shauna Roselle Ostrom

all of the city of Orange state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 21st day of April , 2022

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:


Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.


Any officer of the Company authorized for that purpose in writing by the Chairman or the President, and subject to such limitations as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company’s Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Companies this 11th day of May , 2022

Renee C. Llewellyn, Assistant Secretary
ADDENDUM NO. 1

April 27, 2022

BIDDING AND CONTRACT DOCUMENTS

FOR

SRC N. GYM BLEACHERS REPLACEMENT
PROJECT NO. 950589
CONTRACT NO. 950589-LF-2022-114

UCR
Rev 2012-06-20

UC RIVERSIDE Planning, Design & Construction