

**BID FORM**

FOR: SKYE HALL HVAC REPLACEMENT  
PROJECT NUMBER: 950583  
CONTRACT NUMBER: 950583-LF-2020-100  
UNIVERSITY OF CALIFORNIA, RIVERSIDE  
RIVERSIDE, CALIFORNIA

**November 9, 2021** ~~October 18, 2021~~

BID TO:

Planning, Design & Construction  
UNIVERSITY OF CALIFORNIA, RIVERSIDE  
1223 University Avenue, Suite 240  
Riverside, CA 92521

(951) 827-2610

BID FROM:

NKS Mechanical Contracting, Inc

\_\_\_\_\_  
(Name of Bidder)

Namir Shmara

\_\_\_\_\_  
(Contact Name)

2971 E. White Star

\_\_\_\_\_  
(Address)

Anaheim, CA 92806

\_\_\_\_\_  
(City, State, Zip Code)

714-281-5123

\_\_\_\_\_  
(Telephone Number)

714-281-2786

\_\_\_\_\_  
(Facsimile Number)

nshmara@nksmechanical.com

\_\_\_\_\_  
(E-mail)

11/16/2021

\_\_\_\_\_  
(Date Bid Submitted)

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.

**BIDDER'S NAME:** \_\_\_\_\_

**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 **105** 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**

\$ 

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(Place figures in appropriate boxes.)

**5.0 SELECTION OF APPARENT LOW BIDDER**

Refer to the Instructions to Bidders for selection of apparent low bidder.

**6.0 UNIT PRICES - NOT USED**

**BIDDER'S NAME:** NKS Mechanical Contracting, Inc

**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 parentheses { } and in grey highlight:

\$   ,  5  0  0  .  0  0 X 20 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 ALTERNATES-NOT USED**

**Deduct. Steel Vibration Equipment bases. Furnish and install steel vibration isolation equipment bases for all units except RTU's #15 & #16 in lieu of concrete curbs, as specified in 01 2300.**

**Bid for Alternate No. 1**

**If "Add" or "Deduct" is intended, indicate by placing figures in the corresponding boxes. If "No Change" is intended, indicate by marking the "No Change" box**

**Add**      \$

**Deduct**    \$    1 2   0 0 0   0 0

**No Change: Bidder will perform this Alternate without change to Contract Sum.**

**No extension of time will be granted if this Alternate is accepted.**

**University reserves the right to accept this Alternate within 10 calendar days after the date University signs the Agreement:**

**BIDDER'S NAME:** NKS Mechanical Contracting, Inc

**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.

Portion of the Work Activity (e.g. electrical, mechanical, concrete)	Subcontractor			
	Name of Business	Location of Business (City)	License No.	DIR Registration No.
Electrical	BR Electric	Wildomar	567918	1000004400
TAB	Precision Air Balance Co Inc	Anaheim	633805	1000000337
Fire alarm & Controls	Johnson Controls	Santa Fe Springs	986047	1000000576
Concrete	Regan Paving	Corona	538134	1000002950
Roofing	Letner Roofing	Orange	689961	1000002763

(Note: Add additional pages if required.)

**BIDDER'S NAME:** NKS Mechanical Contracting, Inc

10.0 NOT USED

11.0 BIDDER INFORMATION

TYPE OF ORGANIZATION

Corporation

\_\_\_\_\_  
(Corporation, Partnership, Individual, Joint Venture, etc.)

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

THE STATE OF California

\_\_\_\_\_  
(State)

NAME OF PRESIDENT OF THE CORPORATION:

Namir Shmara

\_\_\_\_\_  
(Insert Name)

NAME OF SECRETARY OF THE CORPORATION:

Namir Shmara

\_\_\_\_\_  
(Insert Name)

IF A PARTNERSHIP, NAMES OF ALL GENERAL PARTNERS:

\_\_\_\_\_  
(Insert Name(s))

CALIFORNIA CONTRACTORS LICENSE(S):

B, C-20

\_\_\_\_\_  
(Classification(s))

865725

\_\_\_\_\_  
(License Number)

10/31/2023

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

(For Joint Venture, list Joint Venture's license and licenses for all Joint Venture partners.)

**BIDDER'S NAME:** NKS Mechanical Contracting, 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, Namir Shmara, hereby declare that I am the  
(Printed Name)  
President of NKS Mechanical Contracting, Inc  
(Title) (Name of Bidder)

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:

Anaheim, in the State of California  
(Name of City if within a City, otherwise Name of County) (State)

on 11/16/2021  
(Date)

  
(Signature)



**BID BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

That we, NKS Mechanical Contracting, Inc.  
as Principal, and Old Republic Surety 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: Skye Hall HVAC Replacement  
Project Number: 950583, Contract Number: 950583-LF-2022-36  
Location: 900 University Avenue, Riverside, CA. 92521

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 10th day of November, 2021.

**PRINCIPAL:**

NKS Mechanical Contracting, Inc.  
(Name of Company)  
By: Namir Shmara  
(Signature)  
Namir Shmara  
(Printed Name)  
President  
(Title)

**SURETY:**

Old Republic Surety Company  
(Name of Company)  
By: Matthew R. Dobyns  
(Signature)  
Matthew R. Dobyns  
(Printed Name)  
Attorney-in-Fact  
(Title)  
Address for Notices:  
14728 Pipeline Avenue, #E  
(Street Address)  
Chino Hills, CA 91709  
(City, State & Zip Code)

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

## AGREEMENT

This AGREEMENT is made on \_\_\_\_\_, between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA ("University"),

whose Facility is: University of California, Riverside

whose address for notices is: UCR Planning, Design & Construction  
UNIVERSITY OF CALIFORNIA, RIVERSIDE  
1223 University Avenue, Suite 240  
Riverside, CA 92521

and Contractor: **NKS Mechanical Contracting, Inc**

whose address for notices is: 2971 E. White Star Ave  
Anaheim, CA 92806

for the Project: SKYE HALL HVAC REPLACEMENT  
Project Number: 950583  
University of California, Riverside  
County of Riverside  
Riverside, California 92521

University's Responsible Administrator: Blythe R. Wilson, Architect  
Director of Project Management  
Planning, Design & Construction

University's Representative is: Tameesha Hayes  
Project Manager  
Planning, Design & Construction

whose address for notices is: UCR Planning, Design & Construction  
UNIVERSITY OF CALIFORNIA, RIVERSIDE  
1223 University Avenue, Suite 240  
Riverside, CA 92521

Contract Documents for the Work Prepared by: Nick Ubrun  
Goss Engineering  
255 E. Main Street, Suite 301  
Corona, CA. 92879  
Tel: 951-363-4797



University and Contractor hereby agree as follows:

## ARTICLE 1 WORK

Contractor shall provide all work required by the Contract Documents (the "Work"). Contractor agrees to do additional Work arising from changes ordered by the University pursuant to Article 7 of the General Conditions. Contractor shall (1) pay all sales, consumer and other taxes and (2) obtain and pay for any governmental licenses and permits necessary for the work, other than building and utility permits.

## ARTICLE 2 CONTRACT DOCUMENTS

"Contract Documents" means the Advertisement For Bids, Instructions To Bidders, Supplementary Instructions to Bidders, Bid Form, this Agreement, General Conditions, Supplementary Conditions, Exhibits, Specifications, List of Drawings, Drawings, Addenda, Notice to Proceed, Change Orders, Notice of Completion, and all other documents identified in this Agreement that together form the contract between University and Contractor for the Work (the "Contract"). The Contract constitutes the complete agreement between University and Contractor and supersedes any previous agreements or understandings.

## ARTICLE 3 CONTRACT SUM

Subject to the provisions of the Contract Documents University shall pay to Contractor, for the performance of the Work, \$           , the "Contract Sum".

**The Contract Sum includes the following Alternates accepted by University:**

**List Alternates Accepted by University at Time of Award**

**University reserves the right to accept the following Alternates within (INSERT NUMBER FROM BID FORM) days after the date of this Agreement:**

**List Alternates Not Accepted by University at Time of Award**

## ARTICLE 4 CONTRACT TIME

Contractor shall commence the Work on the date specified in the Notice to Proceed and fully complete the work within 105 calendar days, the "Contract Time".

By signing this agreement, Contractor represents to University that the Contract Time is reasonable for completion of the work and that Contractor will complete the Work within the Contract Time. Time limits stated in the Contract Documents are of the essence of the Contract.

## ARTICLE 5 LIQUIDATED DAMAGES

If Contractor fails to complete the Work within the Contract Time, Contractor shall pay to University, as liquidated damages and not as a penalty, the sum of \$500.00 for each day after the expiration of the Contract Time that the Work remains incomplete. After Substantial Completion, the rate for liquidated damages shall be reduced to the sum of \$250.00 per day. University and Contractor agree that if the Work is not completed within the Contract Time, University's damages would be extremely difficult or impracticable to determine and that the aforesaid amounts are reasonable estimates of and reasonable sums for such damages. University may deduct any liquidated damages due from Contractor from any amounts otherwise due to Contractor under the Contract Documents. This provision shall not limit any right or remedy of University in the event of any other default of Contractor other than failing to complete the Work within the Contract Time.

**ARTICLE 6 COMPENSABLE DELAY**

If Contractor is entitled to an increase in the Contract Sum as a result of a Compensable Delay, determined pursuant to Articles 7 and 8 of the General Conditions, the Contract Sum will be increased by the sum of \$ \_\_\_\_\_ per day for each day for which such compensation is payable.

**ARTICLE 7 DUE AUTHORIZATION**

The person or persons signing this Agreement on behalf of Contractor hereby represent and warrant to University that this Agreement is duly authorized, signed, and delivered by Contractor.

THIS AGREEMENT is entered into by University and Contractor as of the date set forth above.

**CONTRACTOR:**

NKS Mechanical Contracting, Inc

(Name of Company)

California Contractor's License(s):

a HVAC Mechanical

(Type of Organization)

Namir Shmara

(Name of Licensee)

By:

*Namir Shmara*

(Signature)

B, C-20 865725

(Classification and License Number)

Namir Shmara

(Print Name)

10/31/2023

(Expiration Date)

President

(Title)

(Employer Identification Number)

**Recommended:**

By University's Representative:

**Funds Sufficient:**

By Financial Administrative Officer:

(Signature & Date)

Tameesha Hayes  
 Project Manager  
 Planning, Design & Construction

(Print Name & Title)

(Signature & Date)

Susan McFadden  
 Senior Financial Analyst  
 Planning, Design & Construction

(Print Name & Title)

**UNIVERSITY:**

By The Regents of the University of California:

(Signature & Date)

Drew Hecht, Architect  
 Director of Project Management  
 Planning, Design & Construction

(Print Name & Title)

Account No.: \_\_\_\_\_

Activity Code: \_\_\_\_\_

Fund: \_\_\_\_\_

Function: \_\_\_\_\_

Cost Center: \_\_\_\_\_

Project Code: \_\_\_\_\_

Attach notary acknowledgement for all signatures of Contractor. If signed by other than the sole proprietor, a general partner, or corporate officer, attach original notarized Power of Attorney or Corporate Resolution.



# OLD REPUBLIC SURETY COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

Randy Spohn, Matthew R. Dobyms, Ashley M. Spohn of Santa Ana, CA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

### ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile 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 affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 18th day of May, 2021.

Karen J. Haffner  
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic  
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 18th day of May, 2021, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson  
Notary Public

My Commission Expires: September 28, 2022

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

### CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

74 7097



Signed and sealed at the City of Brookfield, WI this 10th day of November, 2021

Karen J. Haffner  
Assistant Secretary

ORSC 22262 (3-06)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

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

State of CALIFORNIA

County of ORANGE

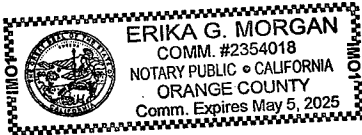
On 11/10/2021 before me, ERIKA G. MORGAN, NOTARY PUBLIC,

personally appeared MATTHEW R. DOBYNS

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.**



Erika G. Morgan  
Signature of Notary

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

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL	_____
<input type="checkbox"/> CORPORATE OFFICER	_____
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED	_____
<input checked="" type="checkbox"/> ATTORNEY-IN-FACT	_____
<input type="checkbox"/> TRUSTEE(S)	_____
<input type="checkbox"/> GUARDIAN/CONSERVATOR	_____
<input type="checkbox"/> OTHER: _____	_____
<b>SIGNER IS REPRESENTING:</b>	_____
<b>NAME OF PERSON(S) OR ENTITY(IES)</b>	_____
_____	
_____	