

BID FORM

FOR: SOM ED1 DATA CENTER RENOVATION
PROJECT NUMBER: 950590
CONTRACT NUMBER: 950590-LF-2021-94
UNIVERSITY OF CALIFORNIA, RIVERSIDE
RIVERSIDE, CALIFORNIA

December 21, 2021

BID TO:

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

(951) 827-2610

BID FROM:

CALTEC Corp.

(Name of Bidder)

Henry Abghari

(Contact Name)

8732 Westminster Blvd. Suite 2

(Address)

Westminster, CA 92683

(City, State, Zip Code)

(714) 373-5071

(Telephone Number)

(714) 894-7028

(Facsimile Number)

henry@calteccorp.com

(E-mail)

02/10/2022

(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: CALTEC Corp.

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 **330** 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.)

Bidder includes in the Lump Sum Base Bid the following allowances:

Allowance No. 1: Include an allowance of **\$105,600.00** for 3 CRAC Units (1) AC-3/C-3, (1) FCU-1, (1) FCU-2, as specified in Specification Section 01 2100.

5.0 SELECTION OF APPARENT LOW BIDDER

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

BIDDER'S NAME: CALTEC Corp.

6.0 UNIT PRICES- NOT USED

7.0 DAILY RATE OF COMPENSATION FOR COMPENSABLE DELAYS WITH TWO OPTIONS

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:

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 x 30 Day 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

In order for a Bid to be responsive, Bidder must submit an additive bid, a deductive bid, or a "no change" bid, for each Alternate listed below. The failure to do so shall result in the Bid being rejected as non-responsive. The failure to quote an amount, unless the bidder marks the "no change" box, will result in the bid being rejected as non-responsive.

The Contract Time will change by the number of days, if any, specified for each accepted Alternate.

Alternate No. 1

Wire mesh partitions; welded wire fence to ceiling, as specified in section 01 2300 and pages G0.01 and A2.03 of drawings.

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 \$, 1 0 0 , 0 0 0 . 0 0

Deduct \$, , .

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:

Alternate No. 2

Paint walls to match existing, as specified in section 01 2300 and pages G0.01 and A2.03 of drawings.

Bid for Alternate No. 2

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 \$, 8 , 5 5 0 . 0 0

Deduct \$, , .

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:

Alternate No. 3

Replace acoustical ceiling tile to match existing, as specified in section 01 2300 and pages G0.01 and A2.04 of drawings.

Bid for Alternate No. 3

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 \$, 3 4 , 0 0 0 . 0 0

Deduct \$, , .

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:

Alternate No. 4

CHW in-row cooling unit. Set airflow to direct inward towards racks. Extend CHW piping from the taps in underfloor plenum and connect to units., as specified in section 01 2300 and pages M2.12, P2.11 and E2.11 of drawings.

Bid for Alternate No. 4

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 \$, 2 3 2 , 0 0 0 . 0 0

Deduct \$, , .

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: CALTEC Corp.

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	PRONTTO ENTERPRISES, INC	UPLAND	754535	1000009856
Mechanical, Carpentry Metal Fabrication	SPECIAL OPERATIONS CONSTRUCTION	PALA	796953	1000011057
acoustical ceiling	CG Acoustics Inc	winchester	951228	1000039217
Mechanical Control, Fire Alarm	JOHNSON CONTROLS	FOLSOM	22445	1000000593
Low Voltage	TEKWORKS, INC	POWAY	788791	1000032830
acces floor	PSI3G inc dba partition specialties inc	santa fe springs	921993	1000002695
paint	inland pacific coatings	lytle creek	585185	1000043948

(Note: Add additional pages if required.)

BIDDER'S NAME: CALTEC Corp.

10.0 LIST OF CHANGES IN SUBCONTRACTORS DUE TO ALTERNATES

The information below must be provided for all changes in first-tier Subcontractors if University selects Alternates. List changes in Subcontractors only for those portions of the Work valued in excess of one-half of 1 percent of prime contractor's total 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	PRONTO ENTERPRISES, INC	UPLAND	754535	1000009856
Mechanical, Carpentry, Metal Fabrication	SPECIAL OPERATIONS CONSTRUCTION	PALA	796953	1000011057
Mechanical Control	JOHNSON CONTROLS	FOLSOM	22445	1000000593
acoustical ceiling	CG Acoustics Inc	winchester	951228	1000039217

(Note: Add additional pages if required.)

BIDDER'S NAME: CALTEC Corp.

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:

Hamid Abghari

(Insert Name)

NAME OF SECRETARY OF THE CORPORATION:

Hamid Abghari

(Insert Name)

IF A PARTNERSHIP, NAMES OF ALL GENERAL PARTNERS:

N/A

(Insert Name(s))

CALIFORNIA CONTRACTORS LICENSE(S):

A & B

(Classification(s))

852623

(License Number)

01/31/2023

(Expiration Date)

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

BIDDER'S NAME: CALTEC Corp.

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, Hamid Abghari, hereby declare that I am the
(Printed Name)
President of CALTEC Corp.
(Title) (Name of Bidder)

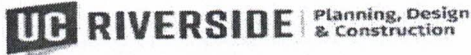
submitting this Bid Form; that I am duly authorized to execute this Bid Form on behalf of Bidder; and that all information set forth in this Bid Form and all attachments hereto are, to the best of my knowledge, true, accurate, and complete as of its submission date.

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:

Westminster, in the State of California
(Name of City if within a City, otherwise Name of County) (State)
on 02/09/2022
(Date)

HA
(Signature)



SOM ED1 Data Center Renovation
Project Number: 950590
Contract Number: 950590-LF-2021-94

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Caltec Corp.
as Principal, and Markel 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: SOM ED1 Data Center Renovation
Project Number: 950590, Contract Number: 950590-LF-2021-94
Location: 900 University Ave, Riverside, CA. 92507

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 12th day of January, 2022.

PRINCIPAL:

Caltec Corp.
(Name of Company)

By: [Signature]
(Signature)

Hamid Abghari
(Printed Name)

President
(Title)

SURETY:

Markel Insurance Company
(Name of Company)

By: [Signature]
(Signature)

Dwight Reilly
(Printed Name)

Attorney-in-Fact
(Title)

Address for Notices:

3131 Camino del Rio N., Suite 1450
(Street Address)

San Diego, CA 92108
(City, State & Zip Code)

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 Orange

On 1/12/2022 before me, Melissa Ann Vaccaro, Notary Public
(insert name and title of the officer)

personally appeared Dwight Reilly
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 Melissa Ann Vaccaro (Seal)
Melissa Ann Vaccaro



JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Arturo Ayala, Daniel Huckabay, Dwight Reilly, Shaunna Rozelle Ostrom, Frank Morones, Michael D. Stong, Ben Stong, R. Nappi

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifteen Million and 00/100 Dollars (\$15,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 13th day of August, 2020.

SureTec Insurance Company

By: Michael C. Keimig
Michael C. Keimig, President



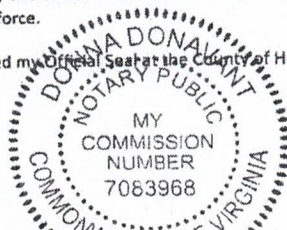
Markel Insurance Company

By: Robin Russo
Robin Russo, Senior Vice President

Commonwealth of Virginia
County of Henrico SS:

On this 13th day of August, 2020 A. D., before me, a Notary Public of the Commonwealth of Virginia, in and for the County of Henrico, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Henrico, the day and year first above written.



By: Donna Donavant
Donna Donavant, Notary Public
My commission expires 1/31/2023

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 12th day of January, 2022.

SureTec Insurance Company

By: M. Brent Beaty
M. Brent Beaty, Assistant Secretary



Markel Insurance Company

By: Richard R. Grinnan
Richard R. Grinnan, Vice President and Secretary