



BID FORM

FOR: LOTHIAN BOILER REPLACEMENT
PROJECT NUMBER: 956401
CONTRACT NUMBER: 956401-LF-2022-106
UNIVERSITY OF CALIFORNIA, RIVERSIDE
RIVERSIDE, CALIFORNIA

May 11, 2022

BID TO:

PLANNING, DESIGN & CONSTRUCTION
UNIVERSITY OF CALIFORNIA, RIVERSIDE
900 University Avenue
Riverside, CA 92521

(951) 827-2528

BID FROM:

COUTS HEATING & COOLING, INC.

(Name of Bidder)

ZOSIMO ZAIDE, CEO

(Contact Name)

1693 RIMPAU AVENUE

(Address)

CORONA, CA 92881

(City, State, Zip Code)

951-278-5560

(Telephone Number)

951-278-5570

(Facsimile Number)

zaide@couts.com

(E-mail)

06-01-2022

(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: COUTS HEATING & COOLING, INC.

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 **180** 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:

5.0 SELECTION OF APPARENT LOW BIDDER

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



BIDDER'S NAME: COUTS HEATING & COOLING, INC.

6.0 UNIT PRICES 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 parentheses { } and in grey highlight:

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 x **30** 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



BIDDER'S NAME: COUTS HEATING & COOLING, 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. |
| Controls | Climatec LLC 2150 S. Towne Centre Place, Suite 200 Anaheim, CA 92806 949-474-0955 rickc@climatec.com Lic. #991066 Exp. 03-31-24 C10 C20 DIR #1000001265 Exp. 06-30-22 | | | |
| Insulation | P&E Insulation, Inc. 5455 Vine Street Chino, CA 91710 714-527-5071 gordon@peinsulation.com Lic. #763803 Exp. 06-30-23 C-2 DIR #1000001774 Exp. 06-30-23 | | | |
| Electrical | Performance Electric 1680 S. E Street Unit A3 San Bernardino, CA 92408 760-961-2132 Lic. #713154 Exp. 04-30-24 C10 DIR #1000006361 Exp. 06-30-22 | | | |
| Test & Balance | American Air Balance Co., Inc. 4721 E. Hunter Avenue Anaheim, CA 92807 714-693-3700 sales@aabccorp.com Lic. #583562 Exp. 12-31-23 C-61/D62 C20 DIR #1000003722 Exp. 06-30-24 | | | |

(Note: Add additional pages if required.)

BIDDER'S NAME: COUTS HEATING & COOLING, 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. |
| Concrete | ABC Resources, Inc. 1527 W. State Street Ontario, CA 91762 909-988-0390 bret@abcresources.biz Lic. #538680 Exp. 08-31-22 A C12 C32 DIR #1000001608 Exp. 06-30-23 | | | |
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| | | | | |
| Roofing | Best Contracting Services, INC. 19027 S. Hamilton Ave Gardena, CA 90248 Lic. #456263 Exp. 05/31/2024 A B C17 C39 C43 DIR#1000000563 Exp. 06-30-2025 | | | |
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(Note: Add additional pages if required.)



BIDDER'S NAME: COUTS HEATING & COOLING, 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:

ZOSIMO ZAIDE
(Insert Name)

NAME OF SECRETARY OF THE CORPORATION:

JOHN R. COUTS
(Insert Name)

IF A PARTNERSHIP, NAMES OF ALL GENERAL PARTNERS:

N/A
(Insert Name(s))

CALIFORNIA CONTRACTORS LICENSE(S):

C20, C4, C36, C43 & B 375584 May 31, 2023
(Classification(s)) (License Number) (Expiration Date)

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



BIDDER'S NAME: COUTS HEATING & COOLING, 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, ZOSIMO ZAIDE, hereby declare that I am the
(Printed Name)
CEO of COUTS HEATING & COOLING, 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:

RIVERSIDE, in the State of CA
(Name of City if within a City, otherwise Name of County) (State)

on 05-31-22
(Date)


ZOSIMO ZAIDE, CEO (Signature)



BID BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That we, COUTS HEATING & COOLING, INC., as Principal, and THE HANOVER 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: Lothian Boiler Replacement
Project Number: 956401, Contract Number: 956401-LF-2022-106
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 31ST day of MAY, 2022.

PRINCIPAL:

COUTS HEATING & COOLING, INC.
(Name of Company)
By: 
(Signature)
ZOSIMO ZAIDE
(Printed Name)
CEO
(Title)

SURETY:

THE HANOVER INSURANCE COMPANY
(Name of Company)
By: 
(Signature)
Daniel Huckabay
(Printed Name)
ATTORNEY-IN-FACT
(Title)
Address for Notices:
5 HUTTON CENTRE #1060
(Street Address)
SANTA ANA, CA 92707
(City, State & Zip Code)

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)

County of RIVERSIDE)

On 05-31-22 before me, LYDIA SWITZER, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

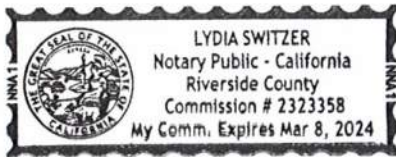
personally appeared ZOSIMO ZAIDE
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(x) whose name(x) is/~~X~~ subscribed to the within instrument and acknowledged to me that he/~~X~~ executed the same in his/~~X~~ authorized capacity(~~X~~), and that by his/~~X~~ signature(~~X~~) on the instrument the person(x), or the entity upon behalf of which the person(x) 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 Lydia Switzer
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

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 05/31/2022 before me, Melissa Ann Vaccaro, Notary Public
(insert name and title of the officer)

personally appeared Daniel Huckabay,
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



THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

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.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Daniel Huckabay, Arturo Ayala, Dwight Reilly, Frank Morones, Shaunna Rozelle Ostrom, Michael D. Stong, Ben Stong, Benjamin Wolfe, Chelsea Arnold and/or R. Nappi

Of Commercial Surety Bond & Insurance Agency Inc., of Orange, CA each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Twenty Five Million and No/100 (\$25,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

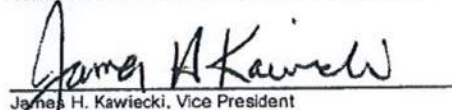
RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America and affirmed by each Company on March 24, 2014)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 21st day of April, 2022.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA


Bryan J. Salvatore, Executive Vice President

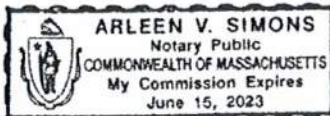
THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

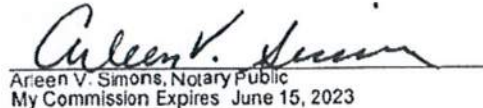

James H. Kawiecki, Vice President



THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 21st day of April, 2022 before me came the above named Executive Vice President and Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.




Arleen V. Simons, Notary Public
My Commission Expires June 15, 2023

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 31st day of May 2022

CERTIFIED COPY

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

John A. Rowedder, Vice President