



**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:

Heat Transfer Solutions, Inc  
(Name of Bidder)

Bret Cowan  
(Contact Name)

16421 Gothard St, Ste B  
(Address)

Huntington Beach, CA 92647  
(City, State, Zip Code)

714 632 1193  
(Telephone Number)

714 632 1195  
(Facsimile Number)

bret@heat-transfer.com  
(E-mail)

6/1/22  
(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:** Heat Transfer Solutions, 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: Heat Transfer Solutions, 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:** Heat Transfer Solutions, 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	Phoenix / LA	991066	1000001265
ELECTRICAL	TBD			
CONCRETE	TBD			
INSULATION	TBD			

(Note: Add additional pages if required.)





BIDDER'S NAME: Heat Transfer Solutions, 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, JEFF WELTON, hereby declare that I am the  
(Printed Name)  
PRESIDENT of HEAT TRANSFER SOLUTIONS, 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:

HUNTINGTON BEACH, in the State of CALIFORNIA,  
(Name of City if within a City, otherwise Name of County) (State)

on 6/1/22  
(Date)

[Signature]  
(Signature)



# Document A310™ - 2010

## Bid Bond

**CONTRACTOR:**

(Name, legal status and address)

Heat Transfer Solutions, Inc.  
16421 Gothard St, Ste B  
Huntington Beach, CA 92647

**SURETY:**

(Name, legal status and principal place of business)

United Fire & Casualty Company: Corporation  
118 Second Avenue SE  
Cedar Rapids, IA 52401

**OWNER:**

(Name, legal status and address)

The Regents of the University of California  
900 University Avenue  
Riverside, CA 92521

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

**BOND AMOUNT:** Ten Percent of the Amount of Bid----- (--10%--)

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**PROJECT:**

(Name, location or address, and Project number, if any)

Project No. 956401; Contract No. 956401-LF-2022-106 Lothian Boiler Replacement

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 1st day of June, 2022.

\_\_\_\_\_  
(Witness)

See Attached Jurat

\_\_\_\_\_  
(Witness)

Heat Transfer Solutions, Inc.

\_\_\_\_\_  
(Principal)

(Seal)

\_\_\_\_\_  
(Title)

United Fire & Casualty Company

(Surety) *Lucianne Bischoff*

\_\_\_\_\_  
(Title) Lucianne Bischoff, Attorney In Fact



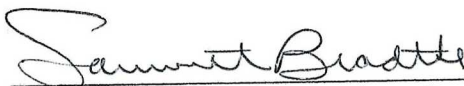
**CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.**

*Surety Company Acknowledgement*

STATE OF **ILLINOIS**  
COUNTY OF **COOK**

SS:

On this 1st day of June, 2022 before me personally appeared Lucianne Bischoff, to me known, who, being by me duly sworn, did depose and say: that (s)he resides at **Schaumburg, Illinois**, that (s)he is the **Attorney in Fact** of United Fire & Casualty Company, the corporation described in and which executed the annexed instrument; that (s)he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed his/her name thereto by like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the manner provided by law.



Notary Public in and for the above County and State

My Commission Expires: 06/23/25







(original on file at Home Office of Company – See Certification)

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

CAROL A. DOUGHERTY, COURTNEY A. FLASKA, CHRISTINE EITEL, KIRK LISKIEWITZ, LUCIANNE BISCHOFF, SAMANTHA BRADTKE, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$30,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 15th day of December, 2022 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

**"Article VI – Surety Bonds and Undertakings"**

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 15th day of December, 2020



UNITED FIRE & CASUALTY COMPANY  
UNITED FIRE & INDEMNITY COMPANY  
FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann*  
Vice President

State of Iowa, County of Linn, ss:

On 15th day of December, 2020, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



*Patti Waddell*  
Notary Public  
My commission expires: 10/26/2022

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 1st day of June, 2022.



By: *Mary A. Bertsch*  
Assistant Secretary,  
UF&C & UF&I & FPIC