

SECTION 00 41 00

BID FORM

PROJECT NUMBER / NAME: Creative Arts Building

CAMPUS / LOCATION: College of the Redwoods

DISTRICT: REDWOODS COMMUNITY COLLEGE DISTRICT
7351 Tompkins Hill Rd., Eureka CA 95501

Herein Referred to as "District"

1. INTRODUCTION

- A. The Bidder proposes to perform the Work for the Contract Price and within the proposed Contract Time, based upon an examination of the site and the Bid and Contract Documents.
- B. The Bidder certifies this Bid is submitted in good faith.
- C. The Bidder agrees that the Contract Price and other proposed terms will be considered in evaluating Bids and may be negotiated and adjusted before awarding of Contract.
- D. The signed copy of the Certification of the Visit to the Site shall be attached to the Bid Form Submittal.
- E. A fully executed Statement of Bidder's Qualifications signed by an authorized officer of the Bidder submitting the Bid shall be attached to the Bid Form.
- F. A fully executed Non-Collusion Affidavit signed by an authorized officer of the Bidder submitting Bid shall be attached to the Bid Form.
- G. The District shall award the contract to the lowest responsive and responsible Bidder. The evaluation of the low bid shall be based on Item 2.C. TOTAL BASE BID, which includes item 2.A.1, 2.A.2 and 2.A.3.
- H. The District reserves the right to apply the Alternates to the Contract at Contract Award or through Change Orders as budget allows.

2. CONTRACT PRICE

A. BASE BID

- 1. All labor, materials, bonds, fixtures, equipment, tools, transportation, services, sales taxes and other costs necessary to complete the general construction in accordance with the Contract Documents, excluding lime treatment and trench stabilization line items 2.A.2 & 2.A.3, for a stipulated Contract Price in the amount of:

Twenty Three Million Four Hundred eighty-eight thousand Dollars (\$ 23,488,000)

- 2. Lime Treatment - all labor, materials, bonds, fixtures, equipment, tools, transportation, services, sales taxes and other costs necessary to Lime Treat the site per Specification Section 31 32 13 - LIME SOIL STABILIZATION and in accordance with the Contract Documents, for a stipulated Contract Price in the amount of:

Two Hundred fifty-Four Thousand Six Hundred Thirty Eight Dollars (\$ 254,638)

- 3. Trench Stabilization - all labor, materials, bonds, fixtures, equipment, tools, transportation, services, sales taxes and other costs necessary to stabilize (2) 25'x12'x3' existing exploratory trenches (refer to Addendum #4 question 86 response) and in accordance with the Contract Documents, for a stipulated Contract Price in the amount of:

Fifteen Thousand Seven Hundred Ninety-Four Dollars (\$ 15,794)

- B. ALTERNATES: None
- C. TOTAL BASE BID including items 2.A.1, 2.A.2 & 2.A.3:

Twenty Three Million Seven Hundred fifty eight thousand Dollars (\$ 23,758,387.00)
Three hundred eighty-seven

3. COMPLETION TIME

- A. For establishing the Date of Substantial Completion and Final Completion, the Contract Time for the Base Bid is as listed, per the Construction Agreement. This time may be subject to modification to facilitate the work as mutually agreed upon at a later date.
- B. The Bidder certifies that the Bid is based on the Contract Time for completion as stated above and in the Contract Documents. Bidder further certifies that the Base Bid amount is sufficient to cover all labor, materials, central office and construction site overhead, profit, and all other costs related to the completion of the Project for the entire Project construction time for both the General Contractor and all Subcontractors, as stated above in paragraphs 2 and 3.

4. ADDENDA

- A. The Bidder acknowledges receipt of the following Addenda and certifies the Bid has provided for all modifications and considerations required therein.

None []

Addendum No.:	<u>1</u>	dated	<u>September 2nd, 2021</u>
Addendum No.:	<u>2</u>	dated	<u>September 17th, 2021</u>
Addendum No.:	<u>3</u>	dated	<u>September 24th, 2021</u>
Addendum No.:	<u>4</u>	dated	<u>September 27th, 2021</u>

Addendum No.: _____ dated _____

- B. List of Additional Addenda Attached: Yes No

5. DESIGNATION OF SUBCONTRACTORS

- A. The Bidder has set forth a complete list indicating the type of work, name, and business address of each Subcontractor who will perform work in excess of one-half of one percent of the Contract Price.
- B. Any portion of the work in excess of the specified amount having no designated Subcontractor shall be performed by the Bidder.
- C. Substitution of listed Subcontractors will not be permitted unless approved in advance by the District.
- D. Prior to signing the Contract, the District reserves the right to reject any listed Subcontractor.
- E. The Bidder and all Subcontractors, at any and all tiers, shall be required to sign and submit to the District an Agreement to be Bound to the Project Stabilization Agreement that is a part of these Contract Documents.

6. SUBCONTRACTOR NAME, TYPE OF WORK

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____

- F. Complete list of Subcontractors is attached: Yes No

- G. Continuation list of Subcontractors is attached: Yes No

- H. Within 24 hours after the deadline for submission of Bids, Bidders shall submit each subcontractor's License Number, DIR registration number, Business Address, and percentage of contract work to be performed by each listed subcontractor.

7. ACCEPTANCE AND AWARD

- A. The District reserves the right to reject this Bid and to negotiate changes before or after execution of the Contract. This Bid shall remain open and shall not be withdrawn for a period of 90 days after Bid Opening date.
- B. If written Notice of Award of this Bid is mailed or delivered to the Bidder within 90 days after the date set for the receipt of this Bid, or other time before it is withdrawn, the Bidder will execute and deliver to the District a Contract prepared by District with the required Surety Bonds and Certificates of Insurance, within 10 days after personal delivery or deposit in the mail of the Notice of Award.

C. Notice of Award – or request for additional information may be addressed to the Bidder at the address provided.

8. BID SECURITY

A. The required 10 percent (10%) Bid Security for this Bid is attached in the form of:

Bid Bond Issued By: Travelers Casualty

Certified or Cashier's Check No. _____

Issued by: _____

9. BIDDER'S BUSINESS INFORMATION

A. Individual []: _____

Personal Name: _____

Business Name: _____

Address: _____

_____ Zip Code: _____

Telephone: _____

Fax Number: _____

B. Partnership []: _____

Co-partners' Names: _____

Business Name: _____

Address: _____

_____ Zip Code: _____

Telephone: _____

Fax Number: _____

C. Corporation : _____

Firm Name: Hilbers, Inc.

Address: Hilbers Inc. | 770 N Walton Avenue, Suite 100,
Yuba City, CA Zip Code: 95993

Telephone: (530) 673-2947

Fax Number: (530) 674-4141

State of Incorporation: California

President: Kurt Hilbers

Secretary: Mary Hilbers

Treasurer: Glenn Hilbers

Manager: Larry Hilbers

D. **Power of Attorney:**

Name: N/A

Title: _____

E. **Contractor License No.** 547970 **State of** California

F. Bidder is submitting this proposal on behalf of a Joint Venture. Names, license numbers, and relevant information are given on a separate attachment:

Yes [] No

G. Upon request, furnish appropriate documentation to substantiate and/or support the data given.

H. The undersigned hereby certifies under penalty of perjury under the laws of the State of California that all the information submitted by the Bidder in connection with this Bid and all the representations herein made are true and correct.

Executed this 30th day of September

547970

Contractor's License No.

11-30-2022
Expiration Date

Hilbers Incorporated

Firm Name

Signature


Larry Hilbers

By (Print or Type Name)

Vice President

Title

END OF SECTION 00 41 00

SECTION 00 45 00

CERTIFICATION OF SITE VISIT

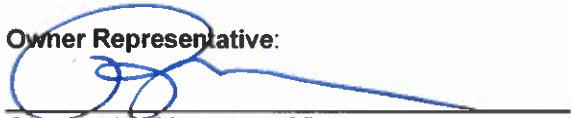
The Governing Board of the
REDWOODS COMMUNITY COLLEGE DISTRICT
7351 Tompkins Hill Rd.
Eureka CA 95501

Gentlemen/Ladies:

I visited the College of the Redwoods Creative Arts Building job site, on August 25, 2021, at 1:30 P.M.

to inspect the proposed work, which would be turned over to me in its present condition, with a representative of the Redwoods Community College District in order to acquaint myself with the proposed work so that I might fully understand the facilities, difficulties, and restrictions attending the execution of the work under the contract, and acknowledge I had the opportunity to check the Record Drawing as-built drawings and/or previous Contract Documents, site conditions and Bid Documents with the authorized representative of the District.

Owner Representative:


Construction Manager – CR

8/25/21
Date

or

Director – Facilities & Planning

Date

Bidder:

HILBERTS INC.

Name of Firm or Company

HILBERTS INC.

Authorized Signatory

Address

770 N Wadston Avenue, Suite 100, Yuba City 95993

Phone Number

Fax Number

(530) 673-2947

NOTE: Any bidder who fails to return this CERTIFICATION, fully executed, including signature of company representative AND a Redwoods Community College District representative, with the proposal form, may have their bid rejected as non-responsive.

END OF SECTION 00 45 00

BID BOND

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Hartford, Connecticut 06183

KNOWN ALL BY THESE PRESENTS, That we, HILBERS, INC., as Principal, and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound unto REDWOODS COMMUNITY COLLEGE DISTRICT, as Obligee, in the sum of ****TEN PERCENT (10%) OF AMOUNT BID**** Dollars (\$**10%***) for the payment of which we bind ourselves, and our successors and assigns, jointly and severally, as provided herein.

WHEREAS, Principal has submitted or is about to submit a bid to the Obligee on a contract for Creative Arts Building ("Project").

NOW, THEREFORE, the condition of this bond is that if Obligee accepts Principal's bid, and Principal enters into a contract with Obligee in conformance with the terms of the bid and provides such bond or bonds as may be specified in the bidding or contract documents, then this obligation shall be void; otherwise Principal and Surety will pay to Obligee the difference between the amount of Principal's bid and the amount for which Obligee shall in good faith contract with another person or entity to perform the work covered by Principal's bid, but in no event shall Surety's and Principal's liability exceed the penal sum of this bond.

Signed this 10th day of September, 2021.

HILBERS, INC.

(Principal)

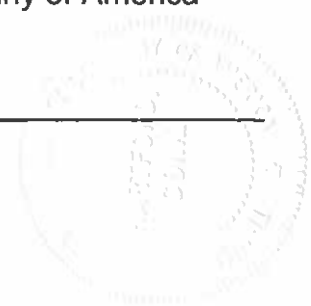
By: _____

[Handwritten Signature]
VICE-PRESIDENT

Travelers Casualty and Surety Company of America

By: _____

[Handwritten Signature]
Jennifer Loper, Attorney-in-Fact



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 Joaquin)

On September 10, 2021 before me, Karen Amin, Notary Public
(insert name and title of the officer)

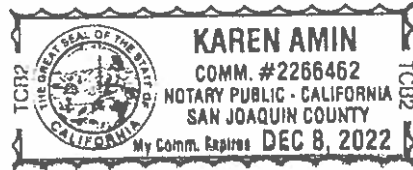
personally appeared Jennifer Loper
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~
subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in
~~his~~/~~her~~/~~their~~ authorized capacity(ies), and that 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)





**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Jennifer Loper** of **LODI**, **California**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

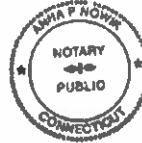
City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **10th** day of **September**, 2021




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

SECTION 9
PREQUALIFICATION VALIDATION FORM

This Validation Form must be submitted with the Bid. The Validation Form must be completed and signed by at least one General Partner, Owner, Principal or Officer authorized to legally commit the Bidder. An evaluation of the new information could result in the change in Prequalification status of the Bidder and if the Pre-Qualification status is denied, Bidder may be considered nonresponsive.

Bid Name and Number: Creative Arts BLDG, College of the Redwoods
APPL # 01-118853 File No. 1A CP

DECLARATION

I, (printed full name), LARRY HILBERS hereby declare that I am the (position or title) VICE PRESIDENT of (Bidder) HILBERS, INC, and that I am duly authorized to execute this Validation Statement on behalf of this entity. I acknowledge that any false, deceptive or fraudulent statements on this validation will result in denial of Pre-Qualification. I hereby state:

The Pre-Qualification Application dated on file with District is correct and current as submitted.

OR

The Pre-Qualification Application dated on file with District is correct and current as submitted, except as modified by the attached changed pages and/or attachments to said Application. Bidders shall submit their financial documents in a separate, sealed envelope, clearly marked "Confidential – Do Not Open With Bid". Contents of the envelopes will be reviewed after the bids are opened, if appropriate.

(Applicant may attach additional sheets to describe changes).

[Signature]
Signature of Person Certifying for Bidder

9/29/2021
Date

Name of Bidder: HILBERS, INC

Tax ID No. or SSN: 68-01721640

END OF 00 45 13

SECTION 00 45 13

BIDDER'S QUALIFICATIONS

Redwoods Community College District (District) in accordance with Public Contract Code Section 20651.5 and Section 20101, solicited Prequalification Applications from General Contracting firms. Submitted qualifications were reviewed by the District and were approved by the Governing Board. This section shall be used by Prequalified Bidders to verify and update any and all information which may have changed since Prequalification Applications were submitted to the District. All information requested must be provided and be current as of the date of the Bid. The attached Section 9 – Prequalification Validation Form, (or page 25 from the Application for Prequalification), must be submitted by prequalified general contractors along with all other required bid documents.

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See Section 9 – Prequalification Validation Form – Next Page

Section 00 45 19

NON-COLLUSION AFFIDAVIT
(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)

State of California

County of Humboldt

LARRY HILBERS, being first duly sworn, deposes and says that he or she is of HILBERS, INC the party making the foregoing bid that the 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 certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 9/29/2021 Signature: [Signature]

State of California

County of Humboldt

Sutter
On Sept. 29, 2021 before me, T. Dhalimal Notary Public, personally appeared Larry Hilbers personally known to me (or 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 is true and correct.

WITNESS my hand and official seal.

Date: Sept. 29, 2021 Signature: [Signature]

[SEAL]



END OF 00 45 19

Subcontractor List

Subcontractor	Trade	DIR #	License #	Business Address	POW (%)
Applied Finishes	Paint	1000046560	4022434	P.O. Box 104 Chico, CA 95927	
Cash Carpets	Carpet	1000062729	1047151	2231 East Hill Rd., Willits, CA 95490	
JG Struct.	Rough Carpentry			3100 Pile Circle 203, Sacramento, CA 95827	
Kernen Construction	Sitework	1000001810	504091	2350 Glendale Drive Arcata, CA 95519	
RARC	Demo	1000005967	732975	1400 Vinyl Avenue, Sacramento, CA 95836	
Progress Glass Co, Inc.	Glass & Glazing	1000004495	261170	1015 E. COTATI AVE. COTATI, CA 94931	
Coast Building Products	Building Insulation	1000650447	465440	160 Todd Road, Suite 200, Santa Rosa, CA 95407	
O&M Industries	HVAC Metals	1000000183	284930	5901 Ericson Way, Arcata, CA. 95521	
R.E. Milano Plumbing Corp.	Plumbing			280 Arthur Road Martinez, CA 94553	
Maples Plumbing	Plumbing			Eureka, CA 95501 1340 Main Ave Sacramento, CA, 95838	
Ceiling Experts	Acoustical Ceiling	1000006305	917629	1342 Tim Mullen Road, Kneeland, CA 95540	
John H. Kruger	Drywall		264689	Kneeland, CA 95540	
Berg	Drywall			West Sacramento, CA 95605	
Cascade Cabinets	Cabinets	1000015877	99734	Central Point, OR 97502	
Collier	Tubular skylights	1000002955	481944	San Francisco, CA 94124	
Jame L. Harris	Paint	1000004508	745726	Auburn, CA 95604	
LHL Construction, Inc.	Structural Steel	1000035206	843901	olivehurst, CA 95961	
New Life Service Co.	Maintenance	1000001319	937846	Eureka, CA 95501	
Next Level	Roofing	1000640995	1066766	Spokane, WA 99223	
PGD	Projector	1000000341	527657	Santa Rosa, CA 95401	
Sure-Clean	Weather Barrier	1000012558	754035	Auburn, CA 95604	
Robert Colburn Electric	Electrical	1000000666	750472	Eureka, CA 95501	
JRS CO	Cabinets	1000009737	445547	Arcata, CA 95521	
RH Construction	Roofs	1000055519	807091		
ALGE	Framing	1000000607	875823	Eureka, CA 95501	
Fremont Millwork Cabinets				Klamath Falls, OR 97603	
Michael Roberts Construction	Framing	1000814268	97021	Redding, CA 96003	
Total Percent					