

SUBCONTRACT BIDDING DOCUMENTS FOR

Lump Sum/Low Bid

Bid Package No. 12.0 Flooring

Addendum #1

**UCDH MEDICAL CAMPUS OPERATING ROOMS INTEGRATION MODERNIZATION UCDH MEDICAL
CENTER PROJECT NO. 9557460**

March 10, 2025

ANNOUNCEMENT TO PREQUALIFIED TRADE PARTNER PROPOSERS
UCDH MEDICAL CAMPUS OPERATING ROOMS INTEGRATION MODERNIZATION UCDH MEDICAL
CENTER PROJECT NO. 9557460

Subject to conditions prescribed by the UC Davis Health, proposals for a Flooring subcontractor are invited from prequalified Proposers for the following work:

BP-12.0 Flooring

The following contractors have been prequalified to submit proposals on this project and Swinerton will **ONLY** receive proposals from the following:

Bid Package 12.0- Flooring

- **Anderson Commercial Flooring**
- **B.T. Mancini Co., Inc.**

A. DESCRIPTION OF WORK

The UC Davis Health Medical Campus Operating Rooms Integration Modernization project will be constructed via Progress Design-Assist method. The UC Davis Medical Center, located in Sacramento, has a 50-year history of providing high-quality surgical care to patients across the greater Sacramento region and the 33 counties it serves. UC Davis Medical Center is ranked among the U.S. News & World Report top 50 in Cardiac, Lung, and Neurosurgery and designated High Performing in several other surgical specialties.

The Surgery & Emergency Services Pavilion (SESP) OR Integration Modernization Project would address needed upgrades to the OR Lights/Monitor booms due to boom failures beyond the ability to repair and/or replace parts.

In the SESP, the project will upgrade the OR Audio/Visual Technology within the twenty-four (24) Operating Room including combining the AV network head end equipment into one new centralized AV Room. Two (2) of the twenty-four (24) Operating Rooms will require conversion to Cardiovascular Operating Rooms (CVOR's), two (2) of the twenty-four (24) Operating Rooms will require conversion to Flex-Case Operating Rooms (FCOR's) and one (1) will require conversion to a Hybrid OR. These modifications require reconfiguration of the rooms boom orientations, structural components, med gas needs, laminar air flow and technology upgrades. Replacement of headwalls in 63 preop/ pacu bays along with renovation of the ICU/ Surgery waiting room are also included in the scope.

Bid Package #12.0 – Provide all Flooring required per scope including but not limited to floor patch back where required, supply and install of new rubber, sheet vinyl, LVT, resilient, resinous, static dissipative flooring, base and flooring accessories within project boundary. To include floor leveling and moisture mitigation where required. Reference scope of work, plans, and specification included project files on building connected. Scope includes but is not limited to 03 54 16- Hydraulic Cement Underlayment, 09 65 13 – Resilient Base and Accessories, 09 65 16 – Resilient Sheet flooring, 09 65 19 – Resilient Tile Flooring, 09 65 36 – Static control resilient flooring, 09 67 23 – Resinous Flooring.

Estimated Flooring Scope Cost \$1,400,000

Bidding Documents will be available to prequalified Proposers on **March 5th, 2025**, via link through separate Building Connected email from Swinerton.

A Pre-Proposal Meeting will be held on **Wednesday, March 12, 2025 at .** Join on this link [**Join the meeting now**](#) Meeting ID: 219 831 920 499 Passcode: 72YH26YV **Dial in by phone** [**+1 925-412-3623,,251791026#**](#)

RFIs must be received no later than **12:00 pm Friday, March 14th, 2025**

Submit RFIs by email to Lauren Morgan with Swinerton lauren.morgan@swinerton.com Avoid multiple RFI submissions, submit a single comprehensive RFI package. RFI responses will be returned through Building Connected.

Bid documents must be uploaded on or before: **2:00 pm Friday March 26, 2025** uploaded separately via electronic link through Building Connected.

Upload to:

<https://app.buildingconnected.com/public/565395ced928350a00e70b61/projects/6530103f0cdf0d0055f065c6>

Every effort will be made to ensure that all persons have equal access to contracts and other business opportunities with the University within the limits imposed by law or University policy. Each Proposer may be required to show evidence of its equal employment opportunity policy. The successful Trade Partner Proposer will be required to follow the nondiscrimination requirements set forth in the Project Documents and pay prevailing wages at the location of the work.

In addition, the University is committed to promoting and increasing participation of small business enterprises (SBEs) and disabled veteran business enterprises (DVBES) relating to all goods and services covered under the awarded agreement, subject to any and all applicable obligations under state and federal law, and University policies. The awarded contractor shall make best efforts to provide qualified SBEs and DVBES with the maximum opportunity to participate. Please contact hscontracts@ucdavis.edu for further information.

No contractor or subcontractor, regardless of tier, may be listed on a Proposal for, or engage in the performance of, any portion of this project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 and 1771.1.

The successful Bidder shall pay all persons providing construction services and/or any labor on site, including any University location, no less than the UC Fair Wage and shall comply with all applicable federal, state, and local working condition requirements.

BIDDING PROCEDURES

FORM AND STYLE OF BIDS

- 1.1 Bids shall be submitted on the Bid Form included with the Bidding Documents. Bids not submitted on the Swinerton Bid Form shall be rejected.
- 1.2 The Bid Form shall be filled in legibly in ink or by typewriter. All portions of the Bid Form must be completed, and the Bid Form must be signed before the Bid is submitted. Failure to comply with the requirements of this Article 1.2 will result in the Bid being rejected as nonresponsive.
- 1.3 Bidder's failure to submit a price for any Alternate or Unit Price will result in the Bid being considered as nonresponsive. If Alternates are called for and no change in the Lump Sum Base Bid is required, indicate "No Change" by marking the appropriate box.
- 1.4 Bidder shall make no stipulations on the Bid Form nor qualify the Bid in any manner.
- 1.5 The Bid Form shall be signed by a person or persons legally authorized to bind Bidder to a contract. Bidder's Representative shall sign and date the Declaration included in the Bid Form. Failure to sign and date the declaration will cause the Bid to be rejected.

SUBMISSION OF BIDS

- 2.1 The Bid Form, Bid Security, and all other documents required to be submitted with the Bid shall be submitted on building connected.
- 2.2 Bids shall be submitted at the designated location on or before the Bid Deadline. A Bid received

after the Bid Deadline will be returned to Bidder unopened.

2.3 Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

2.4 Oral, telephonic, electronic mail (e-mail), facsimile, or telegraphic Bids are invalid and will not be accepted.

BIDDING DOCUMENTS

COPIES

3.1 Bidders may obtain complete sets of the Bidding Documents as indicated in the Advertisement for Bids.

3.2 Bidders shall use a complete set of Bidding Documents in preparing Bids.

3.3 Not Used.

INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

4.1 Bidder shall, before submitting its Bid, carefully study and compare the components of the Bidding Documents and compare them with any other work being bid concurrently or presently under construction which relates to the Work for which the Bid is submitted; shall examine the Project site, the conditions under which the Work is to be performed, and the local conditions; and shall at once report to CM/Contractor errors, inconsistencies, or ambiguities discovered. If Bidder is awarded the Subcontract Agreement, Bidder waives any claim arising from any errors, inconsistencies or ambiguities, that Bidder, its subcontractors or suppliers, or any person or entity under Bidder on the Subcontract Agreement became aware of, or reasonably should have become aware of, prior to Bidder's submission of its Bid.

4.2 Requests for clarification or interpretation of the Bidding Documents shall be addressed only to:

Lauren Morgan, Swinerton 916-208-3390 lauren.morgan@swinerton.com

4.3 Clarifications, interpretations, corrections, and changes to the Bidding Documents will be made by Addenda issued as provided in Article 3.5. Clarifications, interpretations, corrections, and changes to the Bidding Documents made in any other manner shall not be binding and Bidders shall not rely upon them.

PRODUCT SUBSTITUTIONS

5.1 No substitutions will be considered prior to award of Contract. Substitutions will only be considered after award of the Contract and as provided for in the Contract Documents.

6.1 ADDENDA

6.1 Addenda will be issued only by Swinerton through building connected.

6.2 Each Bidder shall be responsible for ascertaining, prior to submitting a Bid, that it has received all issued Addenda.

CONSIDERATION OF BIDS

OPENING OF BIDS

7.1 Bids which have the required identification as stipulated and are received on or before the Bid Deadline will be opened publicly.

REJECTION OF BIDS

7.2.1 Swinerton will have the right to reject all Bids.

7.2.2 Swinerton will have the right to reject any Bid not accompanied by the required Bid Security or any other item required by the Bidding Documents, or a Bid which is in any other way incomplete or irregular.

AWARD

7.3.1 Swinerton will have the right, but is not required, to waive nonmaterial irregularities in a Bid. If Swinerton awards the Subcontract Agreement, it will be awarded to the responsible Bidder submitting the lowest responsive Bid as determined by Swinerton and who is not rejected by Swinerton for failing or refusing, within 10 days after receipt of notice of selection, to sign the Subcontract Agreement or submit to Swinerton all of the items required by the Bidding Documents.

7.3.2 Swinerton will have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents.

7.3.3 Swinerton will determine the low Bidder on the basis of the sum of the Lump Sum Base Bid plus all Unit Prices multiplied by their respective Estimated Quantities as stated in the Bid Form, if any, plus the amounts of all Alternates to be included in the Contract Sum at the time of award. The Contract Sum will be the sum of the Lump Sum Base Bid and the additive or deductive amounts for all Alternates that University has selected to be included in the Contract Sum as of the time of award.

7.3.4 Swinerton will post the Bid results in a public place at the address where the Bids are received (unless another address is specified in the Bidding Documents).

7.3.5 Swinerton will select the apparent lowest responsive and responsible Bidder and such Bidder will be notified by Swinerton-on-Swinerton form within 50 days after the Bid Deadline or Swinerton will reject all Bids. Within 10 days after receipt of notice of selection as the apparent lowest responsive and responsible Bidder, Bidder shall submit Swinerton all items listed in the Subcontract Agreement, including the following items:

1. One original of the Subcontract Agreement signed by Bidder.
2. Fully executed "Declaration of Contractor or Subcontractor Minimum Occupational Safety and Health Qualifications" form (Exhibit in the Contract Documents for Agreement between University and Swinerton completed by Bidder.

THE WORK

8.1 The Proposer and its subcontractors must have full bonding and insurance for the project, including the required professional liability insurance.

Scope of Contracted Work

8.2 The Scope of Work is defined by these Contract Documents, Design-Builder's Subcontract agreement and all exhibits and attachments described therein. The successful Proposer is responsible for providing the work as indicated by and described in greater detail therein.

Successful Proposer will receive a Subcontract issued directly by the Design-Builder for the Project. The Proposer is to include all labor and material escalation for the duration of the Project in the Maximum Allowable Cost.

Contract Phase 1 – Preconstruction. Past Complete

Contract Phase 2 – Preconstruction/Construction Documents. Past Complete

Contract Phase 3 Construction – Lump Sum/Low Bid, construction of the Project including but not limited to scheduling, coordination of the work, management, quality control, submittal, RFI, cost control, code compliance, safety, testing and commissioning, change order management and closeout.

The Lump Sum/Low Bid Price shall include, but is not limited to, the cost of general conditions, labor, material, equipment, main office overhead and profit associated with furnishing and installing the scope of work in its entirety. Includes all costs associated with all labor escalation, and includes all cost associated with material escalation for the duration of the Proposer's scope of work. Costs for this Project will categorize as Allowable Cost or Fee. Builder's Risk Property Insurance

As further defined and limited by Exhibit 2 Summary of Builder's Risk Insurance Policy:

University will provide builder's risk property insurance subject to the deductibles in the policy as required by the Terms and Conditions and the requirements of the Project are not excluded by such coverage. A summary of the provisions of the policy is included the Exhibit 2; the policy may be reviewed at the Facility office.

Proposer agrees that the University's provision of builder's risk property insurance containing said provisions meets the University's obligation to provide builder's risk property insurance under the Contract and, in the event of a conflict between the provisions of the policy and any summary or description of the provisions contained herein or otherwise, the provisions of the policy shall control and shall be conclusively presumed to fulfill the University's obligation to provide such insurance.

University Controlled Insurance Program

As further defined and limited by Exhibit 1B University Controlled Insurance Program (UCIP):

9.1 The University shall pay for, obtain and maintain a University Controlled Insurance Program ("UCIP") providing workers' compensation and employer's liability insurance coverage, commercial general liability insurance coverage, and excess liability insurance coverage, to persons and entities enrolled in the UCIP, for Work performed on or at the Project site ("UCIP Coverages"). For purposes of the UCIP, Work that is performed at an off-site location will be treated as on-site Work, provided that at the time of enrollment, the off-site location is identified to the UCIP Administrator and scheduled on the UCIP policies. A summary of the UCIP Coverages is included as Exhibit 1A. The summary descriptions of the UCIP Coverages in Exhibit 1A, the Terms and Conditions, or elsewhere, are not intended to be complete or to alter or amend any provision of the actual UCIP Coverages. In the event that any provision of this Article, the Contract Documents, or elsewhere, conflicts with the UCIP insurance policies, the provisions of the actual UCIP insurance policies shall govern. The University's obligation to provide UCIP insurance under the Contract and, in the event of a conflict between the provisions of the policies and any summary or description of the provisions contained herein or otherwise, the provisions of the policy shall control and shall be conclusively presumed to fulfill the University's obligation to provide UCIP insurance.

9.2 Persons and entities eligible to participate in the UCIP (generally General Contractors and all Subcontractors of all Tiers who perform Work at the Project Site, unless excluded) shall not include in their proposal for any Work to be performed at the Project Site any projected or actual cost to provide the workers'

compensation and employer's liability insurance, commercial general liability insurance, and excess liability insurance that is being provided under the UCIP. The University may reduce the Contract Price by an amount commensurate with any projected or actual costs included contrary to the requirements of this Article

9.3 Notwithstanding the UCIP, Proposer and all Subcontractors are required to provide insurance as set forth in the Agreement.

9.4 Work that is performed at an off-site location will be treated as on-site Work, provided that at the time of enrollment in the UCIP, the off-site location is identified to the UCIP Administrator and scheduled on the UCIP policies.

9.5 UCIP Workers' Compensation Insurance will be primary for all covered occurrences within the 50 United States, except that this insurance does not apply in any monopolistic workers' compensation state.

PROPOSAL (BID) PROTEST

10.1 Any Proposer, person, or entity may file a Proposal (Bid) protest. The protest shall specify the reasons and facts upon which the protest is based and shall be in writing and received by the Facility not later than 5:00 pm on the 3rd business day following the date of posting in a public place of a notice of the determination of the apparent lowest cost per point proposal.

10.2 If a Proposal is rejected by the Facility, and such rejection is not in response to a Bid protest, any Proposer, person or entity may dispute that rejection by filing a Bid protest (limited to the rejection) in writing and received by the Facility not later than 5:00 pm on the 3rd business day following the rejected Proposer's receipt of the notice of rejection.

10.3 For the purpose of computing any time period in this Article 4, the date of receipt of any notice shall be the date on which the intended recipient of such notice actually received it. Delivery of any notice may be by any means, with verbal or written confirmation of receipt by the intended recipient.

10.4 Facility will investigate the basis for the Bid protest and analyze the facts. Facility will notify Proposer whose Proposal is the subject of the Bid protest of evidence presented in the Bid protest and evidence found as a result of the investigation, and, if deemed appropriate, afford Proposer an opportunity to rebut such evidence, and permit Proposer to present evidence that it should be allowed to perform the Work. If deemed appropriate by Facility, an informal hearing will be held. Facility will issue a written decision within 15 days following receipt of the Bid protest, unless factors beyond Facility's reasonable control prevent such a resolution, in which event such decision will be issued as expeditiously as circumstances reasonably permit. The decision will state the reasons for the action taken by Facility. A written copy of the decision will be furnished to the protestor, the Proposer whose Proposal is the subject of the Bid protest, and all Proposers affected by the decision. As used in this Article 4, a Proposer is affected by the decision on a Bid protest if a decision on the protest could have resulted in the Proposer not being the lowest responsible and responsive Proposer for the Contract. A written copy of the Facility's decision must be received by the protestor, the Proposer whose is the subject of the Bid protest, and all Proposers affected by the decision no later than 3 business days prior to award of the contract.

10.5 Notwithstanding the provisions of Article 4.4, at the election of Facility, a Bid protest may be referred directly to University's Construction Review Board without prior investigation and review by Facility. The Chair of the Construction Review Board will

either decide the Bid protest or appoint

a Hearing Officer. If a Hearing Officer is appointed, the Hearing Officer will review the Bid protest in accordance with the provisions of Article 4.8.

10.6 Proposer whose Proposal is the subject of the protest, all Proposers affected by the Facility's decision on the protest, and the protestor have the right to appeal to the Construction Review Board if not satisfied with Facility's decision. The appeal must be in writing and shall specify the decision being appealed and all the facts and circumstances relied upon in support of the appeal. A copy of the appeal must be received by the Chair, Construction Review Board, not later than 5:00 pm on the 3rd business day following appellant's receipt of the written decision of Facility, at the following address:

Chair, Construction Review Board University of California
Office of the President
1111 Franklin Street, 6th Floor Oakland, CA 94607-5200
Attention: Director, Construction Services
And, by email to: constructionreviewboard@ucop.edu

10.7 A copy of the appeal shall be sent to all parties involved in the Bid protest and to Facility to the same address and in the same manner as the original protest. An appeal received after 5:00 pm is considered received as of the next business day. If the final date for receipt of an appeal falls on a Saturday, Sunday, or University holiday, the appeal will be considered timely only if received by 5:00 pm on the following business day. The burden of proving timely receipt of the appeal is on the appealing party.

10.8 The Chair of the Construction Review Board will review the Facility's decision and the appeal, and issue a written decision, or if appropriate, appoint a Hearing Officer to conduct a hearing and issue a written decision. If a hearing is held, the hearing shall be held not later than the 10th day following the appointment of the Hearing Officer unless the Hearing Officer for good cause determines otherwise. The written decision of the Chair or Hearing Officer will state the basis of the decision, and the decision will be final and not subject to any further appeal to University. The Chair or Hearing Officer may consult with the University's Office of the General Counsel on the decision as to legal form. The University will complete its internal Bid protest procedures before award of the Contract.

11.0 CONFLICTS

The intent of this RFP introduction is to provide an overview of the proposal process, the subsequent award and the work required of the successful Proposer. The provisions herein are a SUMMARY ONLY and the Prequalified Proposers should in all cases review the provisions of the Design-Build Contract for the specific requirements.

If the Proposer believes there are conflicts between this document and any other Contract Documents, the Proposer should immediately, and in writing, bring it to the attention of the University and request written clarification.

INFORMATION AVAILABLE TO BIDDERS

The following documents have been included for reference of bidding and are required to be referenced to provide pricing (See Files Section of Building Connected for all Files):

- Permit 1, & 2 Plan Set
 - Permit 1
 - Make Ready Approved Set for Package 1 – Package 1 OSHPD #S241102-34-00, 08/09/2024, (153 pages)
 - Permit 2
 - Operating Room & PACU Modernization Permit 2 – Backcheck #1 Plan Set Prepared by Taylor Design Dated 1/9/2025 (227 Pages)
- Specifications permits 1, & 2
 - Permit 1
 - 100% CD - Spec S41102-34-00, 7/31/2024, (1116 pages)
 - Permit 2
 - 100% CD - Spec S41627-34-00, 10/24/2024, (1328 pages)
- Swinerton and UCD Design Build Prime Agreement
- General Scope and Procedures Document
- BIM Execution Plan
- UCIP Program Documents
- Site Logistics Plan
- Construction Schedule
- Builders Risk Coverage Summary
- California Wage Requirements - Public
- Contract Summary Billing Attachment
- Conditional & Unconditional Waivers
- Payment and Performance Bond Documents
- Flooring Scope of Work

The University of California has contracts for materials, equipment and/or services with the suppliers listed on the Office of the President Procurement Services website at <http://www.ucop.edu/procurement-services/supplier-information/ucop-designated-construction-agreements.html>

Bidders submitting bids for university construction projects may enter into agreements with these suppliers that utilize the pricing and terms contained in the University-supplier agreements. The university does not represent or warrant that materials/equipment/services of these suppliers meet the requirements of the University's construction contracts.

Use of such suppliers shall not relieve subcontractor from its obligation to meet all contractual requirements. The university will not be a party to any agreements with such suppliers and accepts no performance obligations or liability with respect to such agreements.

END OF INFORMATION AVAILABLE TO BIDDERS

(END)

BID FORM

PROJECT NO. 9557640

**UCD MEDICAL CAMPUS OPERATING ROOMS INTEGRATION
MODERNIZATION PROJECT
UNIVERSITY OF CALIFORNIA
UC DAVIS HEALTH
SACRAMENTO, CALIFORNIA**

**BID TO: Swinerton Builders (General Contractor)
15 Business Park Way
Sacramento, CA 95828
Telephone: 916-208-3390**

**BID
FROM:**

(Name of Bidder)

(Address)

_____, _____
(City) (State) (Zip Code)

(Telephone Number) (Fax Number) (Email Address)

(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.

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 ninety (90) 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)

5.0 SELECTION OF APPARENT LOW BIDDER

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

6.0 Not Applicable

7.0 Not Applicable

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

Description: Permit 3 – ICU & Surgery Waiting Room

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 \$

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UCDH Medical Campus Operating Rooms – Addendum 1
Integration Modernization – Prequalified Trade Partner Announcement
Project – 9557460 – 3/5/25

Bid Bond, duly executed by the Bidder as principal and having as surety thereon, a company authorized to execute such in the State of California, in the amount of 15% of the bid.

Bid Security will be returned to the successful Bidder after the Subcontract is executed and filed with Swinerton, proof of the EMR and Incidence Rates are provided to Swinerton as set forth in the Bid Proposal Forms and if required by Swinerton, the Performance and Labor and Material Payment Bonds are executed and filed with Swinerton. Bid Security will be returned to each unsuccessful Bidder after the award is made. An attorney-in-fact who signs a Bid Bond must file with the Bond a certified and effectively dated copy of its power of attorney. The Bid Security shall be made in the favor of Swinerton, and shall become its property in the event that the Bidder fails, within fifteen (15) days after receipt of the Subcontract from Swinerton, to execute said Subcontract and deliver proof of the EMR and Incidence Rates and if required, the Performance and Labor and Material Payment Bonds.

The proposed Bonding Company of the Bidder shall be on the Department of Treasury's Listing of Approved Sureties, Department Circular 570 ("Treasury List"), and acceptable to Swinerton and the Bid Bond must be submitted on the form attached hereto.

The Bid Security/Bond attached in the sum of (written in word): _____

_____ Dollars (\$ _____)
is to become the property of Swinerton in the event the Subcontract is not executed and Performance and Labor and Material Payment Bonds and proof of EMR and Incidence Rates listed herein are not delivered within the time above set forth, as liquidated damages for the delay and additional expense to Swinerton caused thereby.

ENTITY INFORMATION

Signature (RMO): _____
Name (print): _____
Signature (if partnership): _____
Name (print): _____
Business Address: _____

Telephone Number: _____
Fax Number: _____ Contractor License Number: _____
_____ DIR #: _____

13.0 DECLARATION

I, _____ hereby declare that I am the _____

(Printed Name) (Title)

of _____ submitting this Bid Form; that I am duly authorized to execute

(Name of Bidder) 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:

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

of _____, on _____.
(State) (Date)

(Signature)

[End]