

SUBCONTRACT BIDDING DOCUMENTS  
FOR

UCLA CHS Emergency Power Upgrade Project

DECEMBER 2022

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**ADVERTISEMENT FOR BIDS**  
**SUBCONTRACTOR**  
**(RE-BID)**

Sealed bids for a lump sum subcontract are invited from prequalified **EARTHWORK, PAVING & STRIPES** subcontractors (hereinafter "Subcontractors") for the following work:

CHS Emergency Power Upgrade  
Project Number 948295.01

**DESCRIPTION OF WORK:**

The Project includes the demolition of existing structures to make room for a new generator enclosure, removal of four (4) remote radiators located on the south side of the generator room and provision of three (3) new 2500kW/3125kVA generators and associated equipment including active diesel particulate filters and paralleling/switch gear.

Additional work includes the replacement of associated systems and equipment, including an ATS monitoring and control system, provision of new conduits and conductors from the new switchgear to the ATS hub rooms in CHS and Geffen Hall, and to a monitoring station located in the CHS Fire Control Room. Construction of a new generator equipment enclosure with acoustic baffles to minimize sound impact; relocation of existing utilities and connection to an existing 10,000-gallon underground fuel tank, including existing fuel polishing and fuel tank monitoring systems. The work includes provision of temporary generators, active particulate filters, switchgear and associated equipment and cabling to assure availability of back up emergency power, except for short duration outages coordinated in advance with University's Representative.

Fire Life Safety correction work includes code compliant installation of fire suppression and fire alarm systems in areas of renovation or new construction and removal and put-back of existing fire suppression and fire alarm system elements impacted by the Work.

Scope includes the abatement of hazardous materials.

The parking structure and adjacent buildings will remain occupied and operational during construction and require the coordination by CM/Contractor with University's Representative.

The University has bid and awarded a CM at Risk Contract to BNBuilders, Inc. (hereafter "CM/Contractor"). CM/Contractor is responsible for bidding and awarding all subsequent subcontractor packages, including this package. The successful Subcontractor Bidder shall sign a Subcontract Agreement directly with CM/Contractor and shall be bound by all the terms of the contract between University and CM/Contractor. Refer to "Bid Manual Volume 2" which contains the contract between University and CM/Contractor, attached to the subcontract bidding documents and incorporated by this reference.

**BP 31.00: EARTHWORK, PAVING & STRIPES (this contract):** This Bid Package consists of **EARTHWORK, PAVING & STRIPES** as indicated by the contract documents.

The estimated construction cost of this bid package is **\$400,000.00**

**BIDDING DOCUMENTS:**

Bidding Documents will be available beginning on **December 22, 2022 at 8am** and will be issued at:  
[BNBuilders, Inc. Public Plan Room \(buildingconnected.com\)](https://www.buildingconnected.com)

**BID DEADLINE:** Bids will be received only at the following location:

Grizzly Rentals / BNB  
9728 Alburdis Ave  
Santa Fe Springs, CA  
90670

and must be received at or before:

~~January 27~~ **March 3, 2023 at 2:00pm**

**RFI PROCEDURES:** Any questions related to the bid documents shall be submitted in the form of an RFI to  
Aaron Lee at: [aaron.lee@bnbuilders.com](mailto:aaron.lee@bnbuilders.com). The deadline for Pre-Bid RFI submission is:

**January 13, 2023 @ 5:00pm**

**LICENSE REQUIREMENTS:** The successful Bidder will be required to have the following California current  
and active contractor's license at the time of submission of the Bid:

**C-12**

**PREQUALIFIED SUBCONTRACTOR BIDDERS:** BNBuilders has prequalified Subcontractor Bidders for this  
Bid Package and posted a list of said firms on BuildingConnected [UCLA CHS Emergency Power Upgrade  
\(Jan 2023 - Re-Bid\) \(buildingconnected.com\)](https://www.buildingconnected.com)

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 Bidder may be  
required to show evidence of its equal employment opportunity policy. The successful Bidder and its  
subcontractors will be required to follow the nondiscrimination requirements set forth in the contract between  
the University and the CM/Contractor and to pay prevailing wage at the location of the work.

The work described in the contract is a public work subject to section 1771 of the California Labor Code.

No contractor or subcontractor, regardless of tier, may be listed on a Bid 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.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

*The successful Prequalified 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 (defined as \$15 per hour) and shall  
comply with all applicable federal, state and local working condition requirements.*

## INSTRUCTIONS TO BIDDERS

### ARTICLE 1 DEFINITIONS

- 1.1 Except as otherwise specifically provided, definitions set forth in the contract between the University and the CM/Contractor are applicable to all Bidding Documents.
- 1.2 The term "Addenda" means written or graphic instruments issued by CM/Contractor prior to the Bid Deadline which modify or interpret the Bidding Documents by additions, deletions, clarifications, or corrections.
- 1.3 The term "Alternate" means a proposed change in the Work, as described in the Bidding Documents which, if accepted, may result in a change to either the Contract Sum or the Contract Time, or both.
- 1.4 The term "Bid Deadline" means the date and time on or before which Bids must be received, as designated in the Advertisement for Bids and which may be revised by Addenda.
- 1.5 The term "Bidder" means a person or firm that submits a Bid.
- 1.6 The term "Bidding Documents" means the construction documents prepared and issued for bidding purposes including all Addenda thereto.
- 1.7 The term "Estimated Quantity" means the estimated quantity of an item of Unit Price Work.
- 1.8 Not Used.
- 1.9 The term "Lump Sum Base Bid" means the sum stated in the Bid for which Bidder offers to perform the Work described in the Bidding Documents, but not including Unit Price items or Alternates.
- 1.10 Not Used.
- 1.11 The term "Unit Price" means an amount stated in the Bid for which Bidder offers to perform an item of Unit Price Work for a fixed price per unit of measurement.
- 1.12 Not Used.
- 1.13 The term "CM/Contractor" means ***BNBuilders, Inc.***, who has signed a CM at Risk Contract agreement with University for the work of the **CHS Emergency Power Upgrade** project, of **EARTHWORK, PAVING & STRIPES** package is a part.
- 1.14 The California State General Prevailing Wage Determination for this Project is 2019-2. Bidder is required to refer to the California Department of Industrial Relations website (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>) and confirm the correct Prevailing Wage Determination for this Project.

### ARTICLE 2 BIDDER'S REPRESENTATIONS

- 2.1 Bidder, by making a Bid, represents that:
- 2.1.1 Bidder has read, understood, and made the Bid in accordance with the provisions of the Bidding Documents.
- 2.1.2 Bidder has visited the Project site and is familiar with the conditions under which the Work is to be performed and the local conditions as related to the requirements of the Contract Documents.

2.1.3 The Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception.

2.1.4 At the time of submission of the Bid, Bidder and all Subcontractors, regardless of tier, have the appropriate current and active licenses issued by the State of California Contractors State License Board for the Work to be performed and any licenses specifically required by the Bidding Documents. If Bidder is a joint venture, at the time of submission of the Bid, Bidder shall have the licenses required by the preceding sentence in the name of the joint venture itself. The State of California Business and Professions Code, Division 3, Chapter 9, known as the "Contractor's License Law," establishes licensing requirements for contractors.

2.1.5 Bidder has read and shall abide by the nondiscrimination requirements contained in the contract between the University and the CM/Contractor.

2.1.6 Bidder has the expertise and financial capacity to perform and complete all obligations under the Bidding Documents.

2.1.7 The person executing the Bid Form is duly authorized and empowered to execute the Bid Form on behalf of Bidder.

2.1.8 Bidder is aware of and, if awarded the Contract, will comply with Applicable Code Requirements in its performance of the Work.

2.1.9 NOT USED

### **ARTICLE 3** **BIDDING DOCUMENTS**

#### **3.1 COPIES**

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

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

3.1.3 Not Used.

#### **3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS**

3.2.1 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.

3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be addressed only to:  
Aaron Lee (657) 766-2299

3.2.3 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.

#### **3.3 PRODUCT SUBSTITUTIONS**

3.3.1 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.

**3.4 NOT USED**

**3.5 ADDENDA**

3.5.1 Addenda will be posted on the Building Connected web address listed above. Bidders may request to be added to the project by submitting an email address at the mandatory pre-bid conference.

3.5.2 Not Used.

3.5.3 Not Used.

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

**3.6 BUILDER'S RISK PROPERTY INSURANCE AND UNIVERSITY CONTROLLED INSURANCE PROGRAM**

3.6.1 Refer to contract between the University and the CM/Contractor.

3.6.2 Not Used.

**ARTICLE 4**  
**PRE-BID CONFERENCE**

4.1 — Bidder shall attend the Pre-Bid Conference at which the requirements of the Bidding Documents are reviewed by CM/Contractor, comments and questions are received from Bidders. Any Bidder not attending the Pre-Bid Conference in its entirety will be deemed to have not complied with the requirements of the Bidding Documents and its Bid will be rejected. (Not Required – Pre-Walk Optional)

**ARTICLE 5**  
**BIDDING PROCEDURES**

**5.1 FORM AND STYLE OF BIDS**

5.1.1 Bids shall be submitted on the Bid Form included with the Bidding Documents. Bids not submitted on the CM/Contractor's Bid Form shall be rejected.

5.1.2 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 5.1.2 will result in the Bid being rejected as nonresponsive.

5.1.3 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.

5.1.4 Bidder shall make no stipulations on the Bid Form nor qualify the Bid in any manner.

5.1.5 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.

**5.2 BID SECURITY**

5.2.1 Each Bid shall be accompanied by Bid Security in the amount of 10% of the Lump Sum Base Bid as security for Bidder's obligation to enter into a Subcontract Agreement with CM/Contractor on the terms stated in the Bid Form and to furnish all items required by the Bidding Documents. Bid Security shall be a Bid Bond on the form provided by CM/Contractor and included herein or a certified check made payable to the CM/Contractor. When a Bid Bond is used for Bid Security, failure to use CM/Contractor's Bid Bond form will result in the rejection of the Bid. Bidder must use the Bid Bond form provided by the CM/Contractor or an exact, true and correct photocopy of such form. The Bid Bond form may not be retyped, reformatted, transcribed onto another form, or altered in any manner except for the purpose of completing the form.

5.2.2 If the apparent lowest responsible Bidder fails to sign the Subcontract Agreement and furnish all items required by the Bidding Documents within the time limits specified in these Instructions to Bidders, CM/Contractor may reject such Bidder's Bid and select the next apparent lowest responsible Bidder until all Bids have been exhausted or CM/Contractor may reject all Bids. The Bidder whose Bid is rejected for such failure(s) shall be liable for and forfeit to CM/Contractor the amount of the difference, not to exceed the amount of the Bid Security, between the amount of the Bid of the Bidder so rejected and the greater amount for which CM/Contractor procures the Work.

5.2.3 The signature of the person executing the Bid Bond must be notarized. If an attorney-in-fact executes the Bid Bond on behalf of the surety, a copy of the current power of attorney bearing the notarized signature of the appropriate corporate officer shall be included with the Bid Bond.

5.2.4 Bid Security will be returned after the Subcontract Agreement has been signed by the successful Bidder and the CM/Contractor. Notwithstanding the preceding, if a Bidder fails or refuses, within 10 days after receipt of notice of selection, to sign the Subcontract Agreement or submit to CM/Contractor all of the items required by the Bidding Documents, the CM/Contractor will retain that Bidder's Bid Security. The Bid Security will be retained until the CM/Contractor has been appropriately compensated.

### **5.3 SUBMISSION OF BIDS**

5.3.1 The Bid Form, Bid Security, and all other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the office designated in the Advertisement for Bids for receipt of Bids. The envelope shall be identified with the Project name, Bidder's name and address, and, if applicable, the designated portion of the Project for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

5.3.2 Bids shall be deposited at the designated location on or before the Bid Deadline. A Bid received after the Bid Deadline will be returned to Bidder unopened.

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

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

### **5.4 MODIFICATION OR WITHDRAWAL OF BID**

5.4.1 Prior to the Bid Deadline, a submitted Bid may be modified or withdrawn by notice to the CM/Contractor at the location designated for receipt of Bids. Such notice shall be in writing over the signature of Bidder and, in order to be effective, must be received on or before the Bid Deadline. A modification so made shall be worded so as not to reveal the amount of the original Bid.

5.4.2 A withdrawn Bid may be resubmitted on or before the Bid Deadline, provided that it then fully complies with the Bidding Requirements.

5.4.3 Bid Security shall be in an amount sufficient for the Bid as modified or resubmitted.



5.4.4 Bids may not be modified, withdrawn, or canceled within 60 days after the Bid Deadline.

**ARTICLE 6**  
**CONSIDERATION OF BIDS**

**6.1 OPENING OF BIDS**

6.1.1 Bids which have the required identification as stipulated in Article 5.3.1 and are received on or before the Bid Deadline will be opened publicly.

**6.2 REJECTION OF BIDS**

6.2.1 CM/Contractor will have the right to reject all Bids.

6.2.2 CM/Contractor 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.

**6.3 AWARD**

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

6.3.2 CM/Contractor will have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents.

6.3.3 CM/Contractor 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 (excluding the Alternate for Payment and Performance Bonds). 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.

6.3.4 CM/Contractor 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).

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

- .1 Two originals of the Subcontract Agreement signed by Bidder.
- .2 Fully executed "Declaration of Contractor or Subcontractor Minimum Occupational Safety and Health Qualifications" form (Exhibit 1B in the Contract Documents for Agreement between University and CM/Contractor completed by Bidder.

6.3.6 Not Used.

6.3.7 If Bidder submits two originals of the signed Subcontract Agreement and all other items required to be submitted to CM/Contractor within 10 days after receipt of notice of selection as the apparent lowest responsive and responsible Bidder, and if all such items comply with the requirements of the Bidding Documents and are acceptable to CM/Contractor, CM/Contractor will award the Subcontract Agreement to Bidder by signing the agreement and returning a signed copy of the agreement to Bidder.

6.3.8 If CM/Contractor consents to the withdrawal of the Bid of the apparent lowest responsive and responsible Bidder, or the apparent lowest responsive and responsible Bidder fails or refuses to sign the Subcontract Agreement or submit to CM/Contractor all of the items required by the Bidding Documents, within 10 days after receipt of notice of selection, or that Bidder is not financially or otherwise qualified to perform the Contract, CM/Contractor may reject such Bidder's Bid and select the next apparent lowest responsible Bidder, until all Bids are exhausted, or reject all Bids. Any Bidder whose Bid is rejected because the Bidder has failed or refused, within 10 days after receipt of notice of selection, to sign the Subcontract Agreement or submit to CM/Contractor all of the items required by the Bidding Documents, shall be liable to the CM/Contractor for all resulting damages.

**ARTICLE 7**  
**BID PROTEST**

7.1 Refer to Exhibit 19, Bid Protest Procedures, in the contract between the University and CM/Contractor.

END OF INSTRUCTIONS TO BIDDERS

BID FORM

FOR: CHS EMERGENCY POWER UPGRADE

MARCH 2022

BID TO:

Grizzly Rentals / BNB  
9728 Alburdis Ave  
Santa Fe Springs, CA  
90670

BID FROM:

\_\_\_\_\_  
(Name of Firm Submitting Bid)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
(Telephone No.)

\_\_\_\_\_  
(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, have the appropriate current and active Contractor's license 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 Subcontractor, 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 CM/Contractor the Subcontract Agreement and furnish to CM/Contractor all items required by the Bidding Documents. If awarded the Subcontract Agreement, Bidder agrees to complete the proposed Work within the time frame established in the construction schedule. Refer to the contract between the University and CM/Contractor.

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 CM/Contractor as specified in the Instructions to Bidders. 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

The selection of the low bidders shall be the lowest qualified bidder when compared to adding the base bid to all selected alternates. Reference the Instruction to Bidders for additional information.

6.0 NOT USED.

7.0 DAILY RATE OF COMPENSATION FOR COMPENSABLE DELAYS

Refer to contract between University and CM/Contractor.

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.

ALTERNATE NUMBER: 1

Description: COST TO FURNISH SUBCONTRACTOR PAYMENT AND PERFORMANCE BOND.

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	\$	<input type="text"/>	<input type="text"/>	,	<input type="text"/>	<input type="text"/>	<input type="text"/>	,	<input type="text"/>	<input type="text"/>	<input type="text"/>	.	<input type="text"/>	<input type="text"/>
Deduct	\$	<input type="text"/>	<input type="text"/>	,	<input type="text"/>	<input type="text"/>	<input type="text"/>	,	<input type="text"/>	<input type="text"/>	<input type="text"/>	.	<input type="text"/>	<input type="text"/>

No Change Bidder will perform this Alternate without change to Contract Sum.

9.0 ACKNOWLEDGEMENT OF ATTACHMENT D

Bidder acknowledges inclusion of all documents listed in Attachment D (See Bid Manual 1).

10.0 NOT USED.

11.0 BIDDER INFORMATION

TYPE OF ORGANIZATION: \_\_\_\_\_  
(Corporation, Partnership, Individual, Joint Venture, etc.)

IF A CORPORATION, THE CORPORATION IS ORGANIZED UNDER THE LAWS OF THE STATE OF:

THE STATE OF: \_\_\_\_\_  
(State)

NAME OF PRESIDENT  
OF THE CORPORATION: \_\_\_\_\_  
(Insert Name)

NAME OF SECRETARY  
OF THE CORPORATION: \_\_\_\_\_  
(Insert Name)

IF A PARTNERSHIP, NAMES OF ALL GENERAL PARTNERS:

\_\_\_\_\_  
(Insert Names)

\_\_\_\_\_

\_\_\_\_\_

CALIFORNIA CONTRACTORS LICENSE(S):

\_\_\_\_\_                      \_\_\_\_\_                      \_\_\_\_\_  
(Classification)                      (License Number)                      (Expiration Date)

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

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 or Certified Check)

13.0 DECLARATION

I, \_\_\_\_\_, hereby declare that I am the  
(Printed Name)

\_\_\_\_\_ of \_\_\_\_\_  
(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: \_\_\_\_\_  
(Name of City if within a City, otherwise Name of County),

in the State of \_\_\_\_\_, on \_\_\_\_\_  
(State) (Date)

\_\_\_\_\_  
(Signature)

**BID BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

That we, \_\_\_\_\_, as  
Principal,

and \_\_\_\_\_, as Surety,

are held and firmly bound unto BNBuilders, Inc., hereinafter called CM/CONTRACTOR, 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:

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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 CM/CONTRACTOR, 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 CM/Contractor 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 CM/Contractor procures 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 CM/Contractor, Surety shall pay reasonable attorneys' fees and costs incurred by CM/Contractor in such suit.

IN WITNESS WHEREOF, we have hereunto set our hands this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.



Principal:

\_\_\_\_\_  
(Name of Firm)

Surety:

\_\_\_\_\_  
(Name of Firm)

By:

\_\_\_\_\_  
(Signature)

By:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

Title:

\_\_\_\_\_

Title:

\_\_\_\_\_

Addresses for Notices:

\_\_\_\_\_

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\_\_\_\_\_

-

\_\_\_\_\_

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