

SUBCONTRACTOR BIDDING DOCUMENTS FOR

Bid Package #1 - Demolition and Abatement

FOR

**UC DAVIS HEALTH
NORTH/SOUTH WING DEMOLITION**

ISSUED: February 13, 2023

BIDDING DOCUMENTS FOR
UC DAVIS HEALTH, SACRAMENTO, CA
NORTH/SOUTH WING DEMOLITION PROJECT

TABLE OF CONTENTS

INSTRUCTIONS TO BIDDERS	3
1.0 Introduction	3
1.1 General Project Information	3
2.0 Bid Schedule	4
3.0 Bidding Documents	4
3.1 Bid Package Documents	4
3.2 Interpretation or Correction of Bidding Documents	5
4.0 Contract Between Owner and Contractor	5
5.0 Bidding Procedures and Submission Requirements	5
5.1 Form of Bids	5
5.2 Bid Security	6
5.3 Modification of Withdrawal of Bid	7
6.0 Consideration of Bids	7
6.1 Rejection of Bids	7
6.2 Award	7
7.0 Bid Protest	8
7.1 Resolution of Bid Controversy	9
BID FORM	11

INSTRUCTIONS TO BIDDERS

1.0 Introduction

The Bidding Documents establish the requirements for RFP Submission by Bidders. All bidders can access the documents at the following Building Connected link:

<https://app.buildingconnected.com/public/5579ca47675b720a008b2c5a>

Please select: "UC Davis Health NS Wing - Early Site Investigations - M011895"

Bidders are invited to review the information and to submit their bids in accordance with the criteria established.

Clark Construction (Contractor) and the University reserves the right to reject any, or all, submittals or to withhold the award of this project for any reason it may determine.

1.1 General Project Information

The original North/South hospital wing was built in the 1920's and the structure has now been deemed structurally inadequate by CA AB 2190 and must be prepared for demolition. The North/South hospital wing will be completely vacated in 2023 and will then be decoupled from the East Tower. The project scope includes decoupling the N/S hospital wing from the East Tower (Increment 1), various renovations in the existing East Tower to support the East Tower operations through 2030 (increment 2) and the interior hazardous material abatement and "soft" demolition of the N/S hospital wing (increment 3). Phase 3 covers construction of the project. Phase 3A covers site investigation and documenting of existing conditions to assist in design of the associated with the work.

1.2 Scope of Work

Clark intends to award a contract to the lowest responsible, responsive bidder that responds to this solicitation for the scope of work described in Exhibit B, preconstruction and exploratory work. At the sole discretion of Clark and the University, should Subcontractor successfully complete said scope of work and is able to provide a lump sum cost for Phase 3 (Construction) that is acceptable to Clark and the University, the Phase 3 (Construction) scope will be added to the scope of the Subcontract Agreement. Neither Clark nor the University guarantee that the successful Bidders will be awarded the Phase 3 (Construction) as a part of this solicitation. The anticipated cost of the Phase 3 Construction work for Demolition and Abatement is \$7.5M.

2.0 Bid Schedule

The following is the bid schedule. Any changes will be made via addendum.

Request for Bid Issued	02/13/2023	
RFI Questions Due	02/21/2023	(2:00 PM via Building Connected)
Final Addendum Issuance	02/24/2023	
Bid Responses Due	03/02/2023	(2:00 PM via Building Connected)
Bid Opening	03/02/2023	(Virtual Bid Opening - Call-in information to be provided)
Notification of Award (Tentative)	03/08/2023	

3.0 Bidding Documents

Bidders may obtain complete sets of the Bidding Documents on BuildingConnected. Bidders shall use a complete set of Bidding Documents in preparing Bids.

3.1 Bid Package Documents

Bidder's attention is directed to the Bid Package Documents, which must be reviewed and understood by Bidder prior to proposal submission. By submitting a Bid, Bidder acknowledges and understands the below Exhibits provided as part of the Request for Bids are contract documents that will be converted into a Subcontract to the successful Bidder.

The Bid Package Documents include:

1. Instructions to Bidders
2. Bid Form
3. Bid Bond, if required
4. Subcontract Agreement
 - a. Clark Construction Subcontract Boilerplate Agreement
 - b. Exhibit A – List of Contract Documents
 - c. Exhibit B – Scope of Work
 - d. Exhibit C – Payment and Performance Bonds
 - e. Exhibit D – Clark Subcontract General Requirements
 - f. Exhibit E – Insurance Requirements
 - g. Exhibit J – Owner Required Flowdowns
5. Drawings, Specifications, and Reference Documents as noted in Exhibit A

Bid Package Documents are available to Subcontractors on Building Connected. Please contact rachel.browne@clarkconstruction.com if you do not currently have access.

3.2 Interpretation or Correction of Bidding Documents

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 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.

Requests for clarification or interpretation of the Bidding Documents shall be sent as messages through BuildingConnected

Clarifications, interpretations, corrections, and changes to the Bidding Documents will be made by Addenda. 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. Addenda will be issued only by Contractor and only in writing. Addenda will be identified as such and will be distributed using BuildingConnected to all Planholders.

All inquiries shall be submitted in writing no later than 02/21/2023 via Building Connected messages.

4.0 Contract Between Owner and Contractor

By submitting a proposal for this Subcontractor Bid Package, Bidder acknowledges they will comply with all requirements of the Contract Documents.

5.0 Bidding Procedures and Submission Requirements

5.1 Form of Bids

Bids shall be submitted on the Bid Form included with the Bidding Documents. Bids not submitted on the Contractor's Bid Form template shall be rejected. Bids may not be accepted after the date and time stated above.

The Bid Form shall be filled in legibly completed. 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 these requirements will result in the Bid being rejected as nonresponsive.

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.

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

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.

Bids should be submitted through BuildingConnected prior to the Bid Response Due time. Bidders are to upload the following completed documents as PDF files as a part of their BuildingConnected Bid submission as individual attachments to their submitted bid (enter \$1.00 in BuildingConnected as your Bid Amount):

1. Bid Form
2. Bid Bond (hard copy required upon request)
3. Letter of Bondability
4. Resumes for Project Manager and Superintendent as listed on the Bid Form attached

5.2 Bid Security

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 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 Contractor and included herein. Failure to use Contractor's Bid Bond form will result in the rejection of the Bid.

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, Contractor may reject such Bidder's Bid and select the next apparent lowest responsible Bidder until all Bids have been exhausted or Contractor may reject all Bids. The Bidder whose Bid is rejected for such failure(s) shall be liable for and forfeit to 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 Contractor procures the Work.

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.

Bid Security will be returned after the Subcontract Agreement has been signed by the successful Bidder and the 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 Contractor all of the items required by the Bidding Documents, the Contractor will retain that Bidder's Bid Security. The Bid Security will be retained until the Contractor has been appropriately compensated.

5.3 Modification of Withdrawal of Bid

Prior to the Bid Deadline, a submitted Bid may be modified or withdrawn by notice to the 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.

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

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

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

6.0 Consideration of Bids

Bids that have the required identification as stipulated and are received timely will be reviewed.

6.1 Rejection of Bids

Contractor will have the right to reject all Bids. 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.

6.2 Award

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

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

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. 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.

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).

Contractor will select the apparent lowest responsive and responsible Bidder and such Bidder will be notified by Contractor on Contractor's form within 60 days after the Bid Deadline or 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 Contractor all items listed in the Subcontract Agreement.

If Bidder submits two originals of the signed Subcontract Agreement and all other items required to be submitted to 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 Contractor, Contractor will award the Subcontract Agreement to Bidder by signing the agreement and returning a signed copy of the agreement to Bidder.

If 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 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, Contractor may reject such Bidder's Bid and select the next apparent lowest responsive 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 Contractor all of the items required by the Bidding Documents, shall be liable to the Contractor for all resulting damages.

7.0 Bid Protest

Any Bidder, person, or entity may file a Bid protest. The protest must state the specific reasons and facts upon which the protest is based and shall be filed in writing with the Facility office issuing the bidding documents, not later than 5:00 pm on the 3rd business day after:

- if the Bid Form does not contain any Alternate(s), the date of the Bid opening;
- if the Bid Form contains any Alternate(s), the date of posting in a public place of Bid results.

If a Bid is rejected by the Contractor and such rejection is not in response to a Bid protest, any Bidder, 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 Bidder's receipt of the notice of rejection.

For the purpose of computing any time period in this Article 7, 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.

7.1 Resolution of Bid Controversy

Facility will investigate the basis for the Bid protest and analyze the facts. Facility will notify Bidder whose Bid 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 Bidder an opportunity to rebut such evidence, and permit Bidder 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 Bidder whose Bid is the subject of the Bid protest, and all Bidders affected by the decision. As used in this Article 7, a Bidder is affected by the decision on a Bid protest if a decision on the protest could have resulted in the Bidder not being the lowest responsible and responsive Bidder for the Contract. A written copy of the Facility's decision must be received by the protestor, the Bidder whose Bid is the subject of the Bid protest, and all Bidders affected by the decision no later than 3 business days prior to award of the contract.

Notwithstanding the provisions of Article 7.2.1, 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 7.2.5.

Bidder whose Bid is the subject of the protest, all Bidders 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, no 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

A copy of the appeal shall be sent to all parties involved in the Bid protest and to Facility and to the CM/Contractor, 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.

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.

BID FORM

Bid Package #1 – Demolition and Abatement

For: **North/South Wing Demolition Project**
UC DAVIS HEALTH
DAVIS, CALIFORNIA

Bid To: Clark Construction Group - CA, LP
via BuildingConnected
180 Howard Street Suite 1200
San Francisco, CA 94105

Bid From: _____
(Name of Firm Submitting Bid)

(Address)

(City) (State) (Zip Code)

(Contact) (E-mail address) (Phone #)

(Signature) (Date)

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. it, and all subcontractors, regardless of tier, have the appropriate current and active contractor's licenses required by the State of California and the Bid Documents;
- B. it has carefully read and examined the Bid Documents for the proposed Work on this Project;
- C. it has examined the site of the proposed work and all Project Information Provided;
- D. it has become familiar with all the conditions related to the proposed Work, including the availability of labor, materials, and equipment. Bidder hereby offers to furnish all labor, materials, equipment, tools, transportation, and services necessary to complete the proposed Work on the Project in accordance with the Contract Documents for the sums quoted;
- E. Bidder and all subcontractors, regardless of tier, are currently registered with the California Department of industrial Relations pursuant to California labor Code Sections 1725.5 and 1771.1.

Bidder represents that the key personnel identified in its Request for Bid shall be the Bidder's personnel provided pursuant to the corresponding provisions of the contract, if the contract is awarded to the Bidder. 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 notice of selection, sign and deliver to Clark Construction (via electronic signature) the Subcontract Agreement and furnish to Clark Construction all items required by the Bid Documents, inclusive of Payment and Performance Bonds. If awarded the Agreement, Bidder agrees to complete the proposed Work within the approved Project Milestone Schedule in the Agreement.

2.0 BIDDER QUALIFICATIONS

The signatory of this Bid Form guarantees the truth and accuracy of all statements and of answers to all questions hereinafter made. Failure to complete and return this Bid Form with appropriate documents, or any false and/or missing statement therein, may render Bidder's submission non-responsive at the sole discretion of the University/Clark. Bidder must receive a "pass" for each of the questions to be deemed a responsible, responsive Bidder.

NO.	QUESTION	SCORE
Bidder Qualification Application (SQA)		
1.	<p>Bidder has completed a Clark Subcontractor Qualification Application ("SQA") online within the past 12 months.</p> <p>Please visit https://www.clarkextranet.com/subform to complete this SQA.</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No Yes = Pass, No = Fail</p>	Pass/Fail
BONDING		
2.	<p>Bidder can provide performance and payment bonds from a surety that is at least "A-" rated according to the AM Best Rating System, and listed by the Treasury Department List with an underwriting limitation of at least \$20 million and has a Per Project Bonding Capacity greater than \$10 million.</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No Yes = Pass, No = Fail</p> <p>Per Project Bonding Capacity * _____</p> <p>Surety Name _____</p> <p><i>* Bidders to submit a letter of bondability from their surety confirming that they meet or exceed the values listed above.</i></p>	Pass/Fail
SAFETY		
3.	<p>Bidder has an average Experience Modification Rate ("EMR") less than 1.0 for the most recent three (3) years.</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No Yes = Pass, No = Fail</p>	Pass/Fail
PREVAILING WAGE/LOCAL HIRE/SIGNATORY AGREEMENTS		
4.	<p>Bidder acknowledges prevailing wage rates pursuant to SECTION 1771 OF THE CALIFORNIA LABOR CODE are applicable to this project and any person performing covered work will not be paid not less than the highest general prevailing rate of wages. 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.</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No Yes = Pass, No = Fail</p>	Pass/Fail

CONTRACT		
5.	<p>The following Clark Subcontract Exhibits are applicable to every Bidder on the project and are hereby posted for reference. By submitting a Bid, Bidder acknowledges and understands the below Exhibits provided as part of the Bidding Documents are contract documents that will be converted into a Subcontract to the successful Bidder:</p> <ul style="list-style-type: none"> a. Clark Boilerplate Subcontract Agreement b. Exhibit A – Contract Documents c. Exhibit B – Scope of Work d. Exhibit C – Payment & Performance Bond Requirements e. Exhibit D – Clark Subcontract General Requirements f. Exhibit E – Insurance Requirements g. Exhibit J – Owner Contract Flowdowns 	For Info
RELEVANT EXPERIENCE		
6.	<p>Bidder has completed demolition AND abatement work in at least two different operating, OSHPD/HCAI 1 facilities in the past five (5) years. Each project needs to have a contract value of at least \$1M.</p> <p>Bidder to complete Project Information sheets for both projects to demonstrate compliance with this relevant experience. Clark may call the reference listed to confirm compliance.</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No Yes = Pass, No = Fail</p>	Pass/Fail

3.0 ADDENDA

Bidder acknowledges that it is Bidder’s responsibility to ascertain whether an Addenda have been issued (via Building Connected) and if so, to obtain copies of such Addenda. Bidder therefore agrees to be bound by all Addenda that have been issued for this Bid.

4.0 LUMP SUM BASE BID

Clark Construction intends to issue a contract for a Lump Sum Price for the Work outlined in this Bid Package for Construction. Bid price to be broken out below per the scope of work listed under the respective header in Exhibit B.

LUMP SUM COST - PRECONSTRUCTION, including Payment & Performance Bond:

\$ _____

LUMP SUM COST - EXPLORATORY WORK, including Payment & Performance Bond:

\$ _____

4.1 UNIT PRICES

In order for a Bid to be responsive, Bidder must submit a price for each Unit Price listed below. The failure to do so shall result in the Bid being rejected as non-responsive. At the sole direction of Clark, work in addition to that listed in Exhibit B will be performed at the following unit prices. The stated amounts include all related costs, overhead, profit, bond premiums, and insurance for all exploratory work that occurs through 12/31/2023.

1) Project Manager - Name: _____ (attach resume with Bid)

ADD \$ _____/ Hour x 60 Hours (for evaluation purposes only) = \$ _____

2) Superintendent - Name: _____ (attach resume with Bid)

ADD \$ _____/ Hour x 60 Hours (for evaluation purposes only) = \$ _____

3) Carpenter

ADD \$ _____/ Hour x 240 Hours (for evaluation purposes only) = \$ _____

4) Laborer

ADD \$ _____/ Hour x 240 Hours (for evaluation purposes only) = \$ _____

TOTAL OF EXTENDED UNIT PRICES:

\$ _____

4.2 BASIS OF AWARD COSTS

“Lump Sum Cost - Preconstruction” + “Lump Sum Cost - Exploratory Work” + “Total of Extended Unit Prices”:

\$ _____

5.0 SELECTION OF APPARENT LOW BIDDER

Refer to the Instructions to Bidders for selection of apparent low bidder. **In addition, bidders must pass all qualification requirements to be considered for selection.**

6.0 PROJECT INFORMATION SHEET

PROJECT #1:

Project Name: _____

Project Location: _____

Project Owner: _____

General Contractor: _____

GC Contact: _____
(Name, Phone Number)

Your Initial Contract Value: _____

Your Final Contract Value: _____

Start Date: _____

Completion Date _____

PROJECT #2:

Project Name: _____

Project Location: _____

Project Owner: _____

General Contractor: _____

GC Contact: _____
(Name, Phone Number)

Your Initial Contract Value: _____

Your Final Contract Value: _____

Start Date: _____

Completion Date _____

7.0 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:

(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)

(Insert Names - Continued)

CALIFORNIA CONTRACTORS LICENSE(S):

(Name of Licensee)

(Classification) (License Number) (Expiration Date)
(For Joint Venture, list Joint Venture's license and licenses for all Joint Venture partners.)

8.0 DECLARATION

I, _____ (Printed name), hereby declare that I am the (Title) of _____ (Name of Bidder) submitting this Price Bid Form; that I am duly authorized to execute this Price Bid Form on behalf of Bidder; and that all information set forth in this Price 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 submitting; 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 Bidders, 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:

_____, _____, State of _____
(City) (County)

on _____, 20____.

Signature * (Individual, Partnership, or Officer must sign here)

Name / Title (Print/Type)

** Document can be electronically signed*