

**BID FORM**

FOR: BSL-3 RESEARCH SUITE & LABORATORIES  
PROJECT NUMBER: 954040  
CONTRACT NUMBER: 954040-LF-2016-123  
UNIVERSITY OF CALIFORNIA, RIVERSIDE  
RIVERSIDE, CALIFORNIA

July 21, 2016 **August 10, 2016**

BID TO:

Architects and Engineers  
UNIVERSITY OF CALIFORNIA, RIVERSIDE  
1223 University Avenue, Suite 240  
Riverside, CA 92521

(951) 827-1269

BID FROM:

**BNBuilders, Inc.**  
(Name of Bidder)

**James Awford, Principal**  
(Contact Name)

**9255 Towne Centre Drive, Suite 800**  
(Address)

**San Diego, California 92121**  
(City, State, Zip Code)

**858.550.9433**  
(Telephone Number)

**858.550.9560**  
(Facsimile Number)

**james.awford@bnbuilders.com**  
(E-mail)

**August 16, 2016**  
(Date Bid Submitted)

Note: All portions of this Bid Form must be completed and the Bid Form must be signed before the Bid is submitted. Failure to do so will result in the Bid being rejected as non-responsive.

**BIDDER'S NAME:** BNBuilders, Inc.

**1.0 BIDDER'S REPRESENTATIONS**

Bidder, represents that a) Bidder and all Subcontractors, regardless of tier, has the appropriate current and active Contractor's licenses required by the State of California and the Bidding Documents; b) it has carefully read and examined the Bidding Documents for the proposed Work on this Project; c) it has examined the site of the proposed Work and all Information Available to Bidders; d) it has become familiar with all the conditions related to the proposed Work, including the availability of labor, materials, and equipment; e) Bidder and all Subcontractors, regardless of tier, are currently registered with the California Department of Industrial Relations pursuant to California Labor Code Section 1725.5 and 1771.1. Bidder hereby offers to furnish all labor, materials, equipment, tools, transportation, and services necessary to complete the proposed Work on this Project in accordance with the Contract Documents for the sums quoted. Bidder further agrees that it will not withdraw its Bid within **60** days after the Bid Deadline, and that, if it is selected as the apparent lowest responsive and responsible Bidder, that it will, within 10 days after receipt of notice of selection, sign and deliver to University the Agreement in triplicate and furnish to University all items required by the Bidding Documents. If awarded the Contract, Bidder agrees to complete the proposed Work within **180** days after the date of commencement specified in the Notice to Proceed.

**2.0 ADDENDA**

Bidder acknowledges that it is Bidder's responsibility to ascertain whether any Addenda have been issued and if so, to obtain copies of such Addenda from University's Facility at the appropriate address stated on Page 1 of this Bid Form. Bidder therefore agrees to be bound by all Addenda that have been issued for this Bid.

**3.0 NOT USED**

**4.0 LUMP SUM BASE BID**

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(Place figures in appropriate boxes.)

**5.0 SELECTION OF APPARENT LOW BIDDER**

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

**6.0 UNIT PRICES – Not Used**

**BIDDER'S NAME:** BNBuilders, Inc.

**7.0 DAILY RATE OF COMPENSATION FOR COMPENSABLE DELAYS**

Bidder shall determine and provide below the daily rate of compensation for any Compensable Delay caused by University at any time during the performance of the Work. A Facility may choose a minimum compensable delay in the best interests of the Project. If so, use the language in parentheses { } and in grey highlight:

\$   ,     1   .   0 0 X 10 multiplier  
 (Place figures in appropriate boxes.)

Failure to fill in a dollar figure for the daily rate for Compensable Delay shall render the bid non-responsive. University will perform the extension of the daily rate times the multiplier.

The daily rate shown above will be the total amount of Contractor entitlement for each day of Compensable Delay caused by University at any time during the performance of the Work and shall constitute payment in full for all delay costs, direct or indirect (including, without limitation, compensation for all extended home office overhead and extended general conditions), of the Contractor and all subcontractors, suppliers, persons, and entities under or claiming through Contractor on the Project. The number of days of Compensable Delay shown as a "multiplier" above is not intended as an estimate of the number of days of Compensable Delay anticipated by the University. The University will pay the daily rate of compensation only for the actual number of days of Compensable Delay, as defined in the General Conditions; the actual number of days of Compensable Delay may be greater or lesser than the "multiplier" shown above.

**8.0 ALTERNATES - Not Used**

~~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

~~Deduct Bubble Tight Dampers, as specified in Specification Section 01 2300.~~

~~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.~~

-Deduct \$   ,     ,     .

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

~~No extension of time will be granted if this Alternate is accepted.~~

~~University reserves the right to accept this Alternate within 30 calendar days after the date University signs the Agreement:~~

**BIDDER'S NAME:** BNBuilders, Inc.

**9.0 LIST OF SUBCONTRACTORS**

Bidder will use Subcontractors for the Work:

No  Yes

If "yes", provide in the spaces below (a) the name, the location of the place of business, and the California contractor license number of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the state of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid, (b) the portion of the work which will be done by each subcontractor. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in its bid.

Portion of the Work Activity (e.g. electrical, mechanical, concrete)	Subcontractor		
	Name of Business	Location of Business (City)	License No.
Roofing	Letner	Orange, CA	689961
Demolition	Fast Forward Concrete Cutting	Van Nuys, CA	592985
Lab Casework	Dow Diversified	Costa Mesa, CA	422678
Flooring	Sunbelt	Chino, CA	474919
Fire Protection	Advance	La Habra, CA	259936
Electrical	Circle City	Riverside, CA	582166
Steel	South Bay Welding	El Cajon, CA	446676
Plumbing	Procraft	Redlands, CA	467234
Mech.	Xcel	Gardena, CA	758606

(Note: Add additional pages if required.)

BIDDER'S NAME: BNBuilders, Inc.

10.0 LIST OF CHANGES IN SUBCONTRACTORS DUE TO ALTERNATES - *Not Used*

The information below must be provided for all changes in first-tier Subcontractors if University selects Alternates. List changes in Subcontractors only for those portions of the Work valued in excess of one-half of 1 percent of prime contractor's total bid.

Alternate No.	Subcontractor			
	Portion of the Work Activity (e.g. electrical, mechanical, concrete)	Name	Location (City)	License No.
N/A	N/A	N/A	N/A	N/A

(Note: Add additional pages if required.)

**BIDDER'S NAME:** BNBuilders, Inc.

11.0 BIDDER INFORMATION

TYPE OF ORGANIZATION

Corporation  
(Corporation, Partnership, Individual, Joint Venture, etc.)

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

THE STATE OF Washington  
(State)

NAME OF PRESIDENT OF THE CORPORATION:

Brad Bastian  
(Insert Name)

NAME OF SECRETARY OF THE CORPORATION:

Jeff Nielsen  
(Insert Name)

IF A PARTNERSHIP, NAMES OF ALL GENERAL PARTNERS:

N/A  
(Insert Name(s))

CALIFORNIA CONTRACTORS LICENSE(S):

B - General Building Contractor      799131      September 30, 2017  
(Classification(s))      (License Number)      (Expiration Date)

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

**BIDDER'S NAME:** BNBuilders, Inc.

**12.0 REQUIRED COMPLETED ATTACHMENTS**

The following documents are submitted with and made a condition of this Bid:

- 1. Bid Security in the form of Bid Bond  
(Bid Bond or Certified Check)

**13.0 DECLARATION**

I, James Awford, hereby declare that I am the  
(Printed Name)

Principal of BNBuilders, Inc.  
(Title) (Name of Bidder)

submitting this Bid Form; that I am duly authorized to execute this Bid Form on behalf of Bidder; and that all information set forth in this Bid Form and all attachments hereto are, to the best of my knowledge, true, accurate, and complete as of its submission date.

I further declare that this bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare, under penalty of perjury, that the foregoing is true and correct and that this Declaration was executed at:

San Diego, in the State of California  
(Name of City if within a City, otherwise Name of County) (State)

on August 16, 2016  
(Date)

  
(Signature)

**BID BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

That we, BNBuilders, Inc.,  
 as Principal, and Western Surety Company, as Surety, are held and firmly bound unto THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, hereinafter called THE REGENTS, 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:

Project Name: **BSL-3 Research Suite & Laboratories**  
 Project Number: **954040**, Contract Number: **954040-LF-2016-123**  
 Location: **University of California, Riverside Campus**

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:

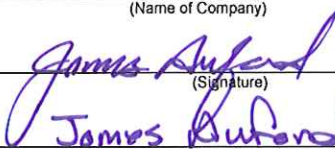
- (1) Enter into a written agreement, in the prescribed form, in accordance with the Bid.
- (2) File two bonds with THE REGENTS, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by the Bidding Documents.
- (3) Furnish certificates of insurance 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 THE REGENTS 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 THE REGENTS procure 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 THE REGENTS, Surety shall pay reasonable attorneys' fees and costs incurred by THE REGENTS in such suit.

IN WITNESS WHEREOF, we have hereunto set our hands this 2nd day of August, 2016.

**PRINCIPAL:**

BNBuilders, Inc.  
(Name of Company)  
 By:   
(Signature)  
James Auford  
(Printed Name)  
Principal  
(Title)

**SURETY:**

Western Surety Company  
(Name of Company)  
 By:   
(Signature)  
Elizabeth R. Hahn  
(Printed Name)  
Attorney-in-Fact CA Lic #0155652  
(Title)  
 Address for Notices:  
2233 112th Ave NE  
(Street Address)  
Bellevue, WA 98004  
(City, State & Zip Code)

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



# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Susan B Larson, Deanna M French, Jill A Boyle, Ronald J Lange, Scott Fisher, Elizabeth R Hahn, Jana M Roy, Scott McGilvray, Mindee L Rankin, Roger Kaltenbach, Guy P Armfield, John R Claeys, Individually**

of Bellevue, WA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 4th day of May, 2016.

WESTERN SURETY COMPANY



*Paul T. Bruflat*

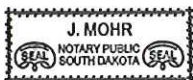
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 4th day of May, 2016, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



*J. Mohr*

J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 2nd day of August, 2016

WESTERN SURETY COMPANY



*L. Nelson*

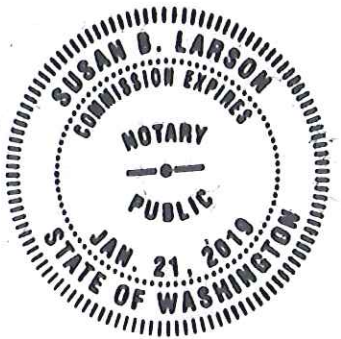
L. Nelson, Assistant Secretary

ACKNOWLEDGMENT

State of Washington)  
County of King)

On this 2nd day of August, 2016, before me, Susan B. Larson notary public in and for the State of Washington, with principal office in the County of King, residing therein, duly commissioned and sworn, personally appeared Elizabeth R. Hahn, known to me to be the person whose name is subscribed to the within instrument as the attorney-in-fact of Western Surety Company as surety in said instrument, and acknowledged to me that she subscribed the name of said corporation thereto as surety, and her own name as attorney-in-fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.



NOTARY PUBLIC

Susan B. Larson  
Commission Expires: 1/21/2019