

**BID FORM**

FOR: FALKIRK APARTMENTS SITE AND SEISMIC IMPROVEMENT  
PROJECT NUMBER: 956390  
CONTRACT NUMBER: 956390-LF-2019-139  
UNIVERSITY OF CALIFORNIA, RIVERSIDE  
RIVERSIDE, CALIFORNIA

June 18, 2019

BID TO:

Planning, Design & Construction  
UNIVERSITY OF CALIFORNIA, RIVERSIDE  
1223 University Avenue, Suite 240  
Riverside, CA 92521

(951) 827-2528

BID FROM:

PCL Construction Services, Inc.

(Name of Bidder)

Tom Spangler

(Contact Name)

500 N. Brand Blvd., Suite 1500

(Address)

Glendale, CA 91203

(City, State, Zip Code)

(818) 246-3481

(Telephone Number)

(818) 247-5775

(Facsimile Number)

TSpangler@pcl.com

(E-mail)

7/11/2019

(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: PCL Construction Services, 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 **90 calendar** 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

\$ 

0	2
---	---

 , 

5	9	9
---	---	---

 , 

9	8	7
---	---	---

 . 

0	0
---	---

(Place figures in appropriate boxes.)

5.0 SELECTION OF APPARENT LOW BIDDER

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

**BIDDER'S NAME:** PCL Construction Services, Inc.

6.0 UNIT PRICES – Not Used

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:

\$ 

0	0
---	---

 , 

0	0	0
---	---	---

 . 

0	0
---	---

 X 30 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

**BIDDER'S NAME:** PCL Construction Services, 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.	DIR Registration No.
DEMOLITION	PG CUTTING	LAKE ELSINORE, CA	877146 /	1000022746 ✓
CONCRETE/REBAR	ROJAS CONST.	SAN PEDRO, CA	927532 /	1000008075 ✓
STRUCTURAL STEEL	MAYA STEEL	GARDENA, CA	504489 ✓	1000025433 ✓
ROUGH CARPENTRY	LAWRENCE-HOVENIER	CONONA, CA	375486 ✓	1000009527 ✓
WATERPROOFING	J. FRANCIS COMPANY	RIVERSIDE, CA	505103 ✓	100007804
PAINTING	TRIUMPH PAINTING	RIVERSIDE, CA	945048 ✓	1000037635 ✓
PLASTER	QUANTITY PRODUCTION SERVICES	RANCHO DOMINGUEZ, CA	725908 ✓	1000008345 ✓
Fire Alarm	JOHNSON CONTROLS	RANCHO CUCAMONGA, CA	986047 ✓	1000000576 ✓
Electrical	PARALLEL ELECTRIC	LONG BEACH, CA	1029729 /	1000057636

(Note: Add additional pages if required.)

**BIDDER'S NAME:** \_\_\_\_\_ PCL Construction Services, Inc. \_\_\_\_\_

10.0 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 \_\_\_\_\_ Colorado \_\_\_\_\_  
(State)

NAME OF PRESIDENT OF THE CORPORATION:

\_\_\_\_\_ Jack Sample \_\_\_\_\_  
(Insert Name)

NAME OF SECRETARY OF THE CORPORATION:

\_\_\_\_\_ Kate West \_\_\_\_\_  
(Insert Name)

IF A PARTNERSHIP, NAMES OF ALL GENERAL PARTNERS:

\_\_\_\_\_  
(Insert Name(s))

CALIFORNIA CONTRACTORS LICENSE(S):

\_\_\_\_\_ B/A \_\_\_\_\_ 474555 \_\_\_\_\_ 6/30/2021 \_\_\_\_\_  
(Classification(s)) (License Number) (Expiration Date)

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

**BIDDER'S NAME:** PCL Construction Services, 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

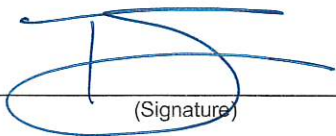
I, Tom Spangler, hereby declare that I am the  
(Printed Name)  
Manager, Finance & Admin of PCL Construction Services, Inc.  
(Title) (Name of Bidder)

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:

Glendale, in the State of California,  
(Name of City if within a City, otherwise Name of County) (State)  
on 7/11/2019  
(Date)

  
(Signature)

**BID BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

That we, PCL Construction Services, Inc.,  
as Principal, and Fidelity and Deposit Company of Maryland, 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: **Falkirk Apartments Site and Seismic Improvement Project**  
Project Number: **956390** Contract Number: **956390-LF-2019-139**  
Location: University of California, Riverside

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 (2) bonds with THE REGENTS, one (1) 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 26th day of June, 2019.

**PRINCIPAL:**

PCL Construction Services, Inc.  
(Name of Company)  
By: [Signature]  
(Signature)  
Scott P. Leimgruber  
(Printed Name)  
MANAGER FINANCE & ADMINISTRATION / ASSISTANT SECRETARY  
(Title)

**SURETY:**

Fidelity and Deposit Company of Maryland  
(Name of Company)  
By: [Signature]  
(Signature)  
Sandra M. Winsted  
(Printed Name)  
Attorney-in-Fact  
(Title)  
Address for Notices:  
1299 Zurich Way  
(Street Address)  
Schaumburg, IL 60196  
(City, State & Zip Code)

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

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Illinois

County of Kane

On 26<sup>th</sup> day of June, 2019, before me, K. Hannigan, Notary Public, personally appeared Sandra M. Winsted who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

  
Signature of Notary Public





**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Sandra M. WINSTED, Diane M. O'LEARY, Susan A. WELSH, Judith A. LUCKY-EFTIMOV, James B. McTAGGART, Debra J. DOYLE, Sandra M. NOWAK, Jessica B. DEMPSEY and Christina L. SANDOVAL**, all of **Chicago, Illinois**, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 28<sup>th</sup> day of January, A.D. 2019.



**ATTEST:  
ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*  
Vice President

By: *Dawn E. Brown*  
Secretary

**State of Maryland  
County of Baltimore**

On this 28th day of January, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2019