

PRICE PROPOSAL FORM

FOR

**SCHOOL OF MEDICINE EDUCATION BUILDING II
PROJECT NO. 954045**

**UNIVERSITY OF CALIFORNIA, RIVERSIDE
RIVERSIDE, CALIFORNIA 92507**

November 10, 2020

PROPOSAL TO: UNIVERSITY OF CALIFORNIA, RIVERSIDE
Planning, Design & Construction
1223 University Avenue, Suite 240
Riverside, California, 92507
(951) 827- 4590

PROPOSAL FROM:

Swinerton Builders

(Name of Firm Submitting Proposal)

200 North Main Street

(Address)

Santa Ana, CA 92701

(City, State, Zip Code)

(T): 949.622.7000 (F): 858.622.4040

(Telephone & Fax Number)

February 05, 2021

(Date Proposal Submitted)

Note: All portions of this Price Proposal Form must be completed and must include the signed Declaration on the last page of this form before the Proposal is submitted. Failure to execute the Declaration will result in the Proposal being rejected as nonresponsive.

1.0 PROPOSER'S REPRESENTATIONS

Proposer, represents that a) it has the appropriate active Contractor's license required by the State of California; b) it has carefully read and examined the Proposal Documents for the proposed Work on this Project; c) it has examined the site of the proposed Work and all Information Available to Prequalified Proposers; d) it has become familiar with all the conditions related to the proposed Work, including the availability of labor, materials, and equipment; e) that all information and submittals provided as part of the prequalification process are accurate and correct; f) Proposer 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. Proposer 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. Proposer further agrees that it will not withdraw its Proposal within **90** days after the Proposal Deadline, and that, if it is selected as the apparent lowest responsive and responsible Proposer, 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 Proposal Documents. If awarded the Contract, Proposer agrees to complete the proposed Work within the number of days specified in the Agreement.

2.0 ADDENDA

Proposer acknowledges that it is Proposer'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 Price Proposal Form. Proposer therefore agrees to be bound by all Addenda that have been issued for this Proposal.

3.0 LUMP SUM BASE PROPOSAL

LUMP SUM BASE PROPOSAL												
MAXIMUM ACCEPTANCE COST = \$85,400,000												
\$		8	3	,	4	7	9	,	5	6	0	*
(Place figures in appropriate boxes)												
<p>*Proposer includes the following allowances in the Lump Sum Base Proposal (Refer to Specification Section 01 2100);</p> <p>Allowance No. 1: Partnering Allow \$30,000 for project partnering expenses, including meals, rentals, etc.</p> <p>Allowance No. 2: Signage (Exterior, Interior & Other Interior Signage) Allow \$100,000 for Building Signage.</p> <p>Allowance No. 3: Design Refinements Allow \$400,000 for University directed design refinements/clarifications.</p> <p>Allowance No. 4: ADA Access Compliant Path of Travel Upgrades Allow \$200,000 for accessibility upgrades.</p>												

If Lump Sum Base Proposal exceeds the Maximum Acceptance Cost in Request for Proposal, Proposal will be determined to be nonresponsive.

4.0 UNIT PRICES

The quantities set forth in Specification Section 01 2200, Unit Prices, are estimates. University does not represent that the actual quantity of any unit price item will equal the Estimated Quantity stated below. University will perform the extension of the Unit Price times the respective Estimated Quantity.

Item No. 1 – Rock Excavation	\$ <input type="text"/> <input type="text"/> , <input type="text"/> 7 <input type="text"/> 8 Unit Price per cubic yard (Place Unit Price in appropriate boxes)
Item No. 2 – Over-Excavation	\$ <input type="text"/> <input type="text"/> , <input type="text"/> 2 <input type="text"/> 1 Unit Price per cubic yard (Place Unit Price in appropriate boxes)
Item No. 3 – Backfill and Compaction for Over Excavation	\$ <input type="text"/> <input type="text"/> , <input type="text"/> 2 <input type="text"/> 1 Unit Price per cubic yard (Place Unit Price in appropriate boxes)
Item No. 4 – Trenching, Backfilling and Compacting for Utilities	\$ <input type="text"/> <input type="text"/> , <input type="text"/> 3 <input type="text"/> 1 Unit Price per cubic yard (Place Unit Price in appropriate boxes)
Item No. 5 – Lean Concrete	\$ <input type="text"/> <input type="text"/> , <input type="text"/> 1 <input type="text"/> 0 <input type="text"/> 3 Unit Price per cubic yard (Place Unit Price in appropriate boxes)
Item No. 6 – Transite Pipe Removal	\$ <input type="text"/> <input type="text"/> , <input type="text"/> 1 <input type="text"/> 7 <input type="text"/> 8 Unit Price per lineal foot (Place Unit Price in appropriate boxes)
Item No. 7 – Imported Topsoil	\$ <input type="text"/> <input type="text"/> , <input type="text"/> 5 <input type="text"/> 2 Unit Price per cubic yard (Place Unit Price in appropriate boxes)
Item No. 8 – Asphalt Pavement	\$ <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> 6 Unit Price per square foot (Place Unit Price in appropriate boxes)
Item No. 9 – Concrete Pavement (Sidewalk)	\$ <input type="text"/> <input type="text"/> , <input type="text"/> 1 <input type="text"/> 7 Unit Price per square foot (Place Unit Price in appropriate boxes)
Item No. 10 – Concrete Curb and Gutter	\$ <input type="text"/> <input type="text"/> , <input type="text"/> 7 <input type="text"/> 8 Unit Price per linear foot (Place Unit Price in appropriate boxes)

<p>Item No. 11 – 120V Electrical Outlet</p>	<p>\$ <input type="text"/> <input type="text"/> , <input type="text"/> 5 <input type="text"/> 1 <input type="text"/> 4 Unit Price per one outlet (Place Unit Price in appropriate boxes)</p>
<p>Item No. 12 – Data Outlet</p>	<p>\$ <input type="text"/> <input type="text"/> , <input type="text"/> 5 <input type="text"/> 6 <input type="text"/> 6 Unit Price per one outlet (Place Unit Price in appropriate boxes)</p>
<p>Item No. 13 – Video Surveillance Camera</p>	<p>\$ <input type="text"/> 2 , <input type="text"/> 5 <input type="text"/> 7 <input type="text"/> 0 Unit Price per one camera (Place Unit Price in appropriate boxes)</p>
<p>Item No. 14 – Card Reader Lock</p>	<p>\$ <input type="text"/> 2 , <input type="text"/> 4 <input type="text"/> 6 <input type="text"/> 7 Unit Price per one card reader lock (Place Unit Price in appropriate boxes)</p>
<p>Item No. 15 – Wireless Access Point</p>	<p>\$ <input type="text"/> <input type="text"/> , <input type="text"/> 5 <input type="text"/> 1 <input type="text"/> 4 Unit Price per cabling for one wireless access point (Place Unit Price in appropriate boxes)</p>
<p>Item No. 16 – Saturn Light Pole</p>	<p>\$ <input type="text"/> 5 , <input type="text"/> 6 <input type="text"/> 5 <input type="text"/> 3 Unit Price per one light pole (Place Unit Price in appropriate boxes)</p>
<p>Item No. 17 – Bike Rack</p>	<p>\$ <input type="text"/> 1 , <input type="text"/> 2 <input type="text"/> 3 <input type="text"/> 4 Unit Price per one bike rack (Place Unit Price in appropriate boxes)</p>
<p>Item No. 18 – Bollard</p>	<p>\$ <input type="text"/> 1 , <input type="text"/> 5 <input type="text"/> 4 <input type="text"/> 2 Unit Price per one bollard (Place Unit Price in appropriate boxes)</p>
<p>Item No. 19 – Blue Phone</p>	<p>\$ <input type="text"/> 9 , <input type="text"/> 2 <input type="text"/> 5 <input type="text"/> 0 Unit Price per one blue phone (Place Unit Price in appropriate boxes)</p>
<p>Item No. 20 – 36” Box Tree</p>	<p>\$ <input type="text"/> <input type="text"/> , <input type="text"/> 6 <input type="text"/> 6 <input type="text"/> 9 Unit Price per one box tree (Place Unit Price in appropriate boxes)</p>
<p>Item No. 21 – 24” Box Tree</p>	<p>\$ <input type="text"/> <input type="text"/> , <input type="text"/> 2 <input type="text"/> 3 <input type="text"/> 2 Unit Price per one box tree (Place Unit Price in appropriate boxes)</p>

Item No. 22 – Backing for Wall Mounted Artwork/Device (Light)	\$ <input type="text"/> <input type="text"/> , <input type="text"/> 2 <input type="text"/> 6 (Place Unit Price in appropriate boxes)	Unit Price per square foot
Item No. 23 – Backing for Wall Mounted Artwork/Device (Heavy)	\$ <input type="text"/> <input type="text"/> , <input type="text"/> 3 <input type="text"/> 6 (Place Unit Price in appropriate boxes)	Unit Price per square foot

5.0 DAILY RATE OF COMPENSATION FOR COMPENSABLE DELAYS

Proposer shall determine and provide in the space below, the daily rate of compensation for any compensable delay caused by University at any time during the performance of the Work:

\$ 3 , 0 0 0 x 60 days (multiplier)
 (Place Daily Rate in appropriate boxes.)

Failure to fill in a dollar figure for the daily rate for Compensable Delay shall be interpreted as a daily rate of “zero.” University will perform the extension of the daily rate times the multiplier.

The daily rate shown above will be the total amount of Proposer entitlement for each day of compensable delay. 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. Bidder shall not bid less than zero dollars for the daily rate (i.e., the daily rate cannot be a negative number.)

6.0 NOT USED

7.0 SELECTION OF APPARENT LOW PROPOSER

The apparent low proposer will be determined in accordance with the evaluation process attached to the Request for Proposal.

8.0 ALTERNATES (Refer to Specification (Section 01 2300))

Provide all design, engineering, coordination, labor, materials, equipment, accessories, and Design Builder and subcontractor overhead, mark-up, and profit required for the following Alternates. Indicate by marking only one of the three boxes (“Add”, “Deduct”, or “No Change”) and state the amount by placing figures in the corresponding boxes. Check the “No Change” box when there is no change in the Lump Sum Base Proposal. (Note: No amount is required if the “No Change” box is selected). Failure to quote an amount or check “No Change” or the insertion of any words that qualify the Price Proposal will result in the Proposal being rejected as nonresponsive. No extension of time will be granted if the Alternate is accepted.		
Alternate No. 1 – Inclusion of Additional Small and Medium Study Rooms (Individual or Small Group Use)	\$ <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> (Place figures in appropriate boxes.) University reserves the right to accept this alternate within thirty (30) days of the Notice to Proceed for Phase 1.	<input type="checkbox"/> Add <input type="checkbox"/> Deduct <input checked="" type="checkbox"/> No Change

<p>Alternate No. 2 – Solar Electrical Power</p>	<p>\$ <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> (Place figures in appropriate boxes.)</p> <p>University reserves the right to accept this alternate within sixty (60) days of the Notice to Proceed for Phase 1.</p>	<p><input type="checkbox"/> Add <input type="checkbox"/> Deduct <input checked="" type="checkbox"/> No Change</p>
<p>Alternate No. 3 – Inclusion of Additional Academic Private Offices, Workstations, and Conference Room</p>	<p>\$ <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> (Place figures in appropriate boxes.)</p> <p>University reserves the right to accept this alternate within thirty (30) days of the Notice to Proceed for Phase 1.</p>	<p><input type="checkbox"/> Add <input type="checkbox"/> Deduct <input checked="" type="checkbox"/> No Change</p>
<p>Alternate No. 4 – Warranty Management Program</p>	<p>\$ <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> (Place figures in appropriate boxes.)</p> <p>University reserves the right to accept this alternate within thirty (30) days of the Notice to Proceed for Phase 1.</p>	<p><input type="checkbox"/> Add <input type="checkbox"/> Deduct <input checked="" type="checkbox"/> No Change</p>
<p>Alternate No. 5 – LEED Platinum Certification</p>	<p>\$ <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> (Place figures in appropriate boxes.)</p> <p>University reserves the right to accept this alternate within thirty (30) days of the Notice to Proceed for Phase 1.</p>	<p><input type="checkbox"/> Add <input type="checkbox"/> Deduct <input checked="" type="checkbox"/> No Change</p>

9.0 PROPOSER 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:

California
(State)

President of the Corporation:

David C. Callis
(Name)

Name of Secretary of the Corporation:

Sherri Ann Murphy
(Name)

If a Partnership, names and titles of persons signing the bid on behalf of proposer and all general partners:

Persons signing the bid on behalf of Proposer:

Not Applicable
(Name & Title)

General Partners:

(Name & Title)

(Name & Title)

CALIFORNIA CONTRACTORS LICENSE(S):

Swinerton Builders
(Name of Licensee)

Type B General Building Contractor 92 August 31, 2021
(Classification) (License Number) (Expiration Date)

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

10.0 REQUIRED COMPLETED ATTACHMENTS

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

1. Proposal security in the form of Bid Bond
(Bid Bond or Certified Check)

11.0 DECLARATION

I, Pedro Ruiz (printed name), hereby declare that I am the Division Manager (Title) of Swinerton Builders (Name of Proposer) submitting this Price Proposal Form; that I am duly authorized to execute this Price Proposal Form on behalf of Proposer; and that all information set forth in this Price Proposal 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 subscribed at: Los Angeles, CA (Location and City),
County of Los Angeles, State of California, on
February 5, 2021 (Date).



(Signature)

CERTIFICATE OF RESOLUTION

This is to certify that the following is a full, true, and complete copy of a Resolution adopted by the Board of Directors of SWINERTON BUILDERS ("Corporation") by Unanimous Written Consent on January 20, 2021, and that the same has not been revoked nor modified.

NOW, THEREFORE, BE IT RESOLVED, that relating to the performance of preconstruction, engineering, construction and construction management work by the Corporation, this Corporation, Swinerton Builders, hereby expressly authorizes and empowers each and all of the following named individuals, acting in such individual's capacity as an officer or employee of the Corporation, to make, execute and deliver, in the name and on behalf of said Corporation, bids, bonds, applications for bid bonds, owner contracts, subcontracts, permits, liens, claims, waivers and releases of liens and claims, settlement agreements, and other project related agreements:

Donald D. Adair	Jeffrey S. Goodermote	Christopher S. Morris
Glenn R. Ashton	David H. Grubb, Jr	Derek D. Mosiman
Michael M. Berryhill	D. Scott Grubb	Christopher A. Murphy
David C. Callis	Bret B. Hall	SheriAnn Murphy
John T. Capener	Ray A. Haj	Paul A. Nielsen
Jason R. Chupp	Peter Hau	Mark E. Payne
Darlene Cho	Scott L. Henrikson	Andrew D. Pearl
Scott V. Conrad	George W. Hershman	Bradley K. Peterson
Ciaran A. Creighton	Paul A. Hinz	Angelo V. Purpura
Keith A. Dancey	Jared W. Hoeflich	Pedro ("Pete") Ruiz
Lori D. Dunn-Guion	Curtis F. Johnson	Carrie L. Shaeffer
Nicholas P. Elmont	Erik T. Johnson	Drew A. Smith
Christopher A. Evans	Steven L. Johnson	John S. Spight
Gregory W. Evans	Robert Jennings	Matthew ("Allen") A. Terrell
Besim Fejzagic	Timothy J. Kretzschmar	Lia Tatevosian
Frank Foellmer, Jr.	Joshua M. Leen	David K. White
Eric M. Foster	Brian J. McCarthy	David R. Worley
Ruth A. Fernandez	Terry M. McKellips	Aaron T. Yamasaki
Jeffrey S. Gee	Gerald E. Mejia	Jay G. Yarbrough

And, Operations Managers, Directors, Project Executives, and Project Managers of the Corporation are authorized and empowered to execute subcontract change orders and subcontracts (including agreements with suppliers and other project related vendors) for the Corporation, and that the Chief Estimators and Directors of Preconstruction of the Companies are authorized and empowered to execute bids on behalf of the Corporation.

And, if the employment of a person listed above (with Swinerton Builders or Swinerton Incorporated, whichever the case may be) is terminated, such authority for the individual shall be revoked as of the date of termination.

Date: January 21, 2021



SheriAnn Murphy, Secretary