

**BID FORM**

FOR: OBAN SITE IMPROVEMENTS  
PROJECT NUMBER: 956377  
CONTRACT NUMBER: 956377-LF-2017-192  
UNIVERSITY OF CALIFORNIA, RIVERSIDE  
RIVERSIDE, CALIFORNIA

~~June 1, 2017~~ **June 21, 2017**

BID TO:

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

(951) 827-1033

BID FROM: Cornerstone Renovation, INC.  
(Name of Bidder)

Samih Barsoum  
(Contact Name)

PO BOX 303  
(Address)

Etiwanda CA 91739  
(City, State, Zip Code)

(909) 480 - 3240 (866) 866 - 6303  
(Telephone Number) (Facsimile Number)

sam@csrinc1.com  
(E-mail)

06/30/2017  
(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:** Cornerstone Renovation, 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 **47** 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.

Addendum acknowledge : A, B, C, C-R1



**3.0 NOT USED**

**4.0 LUMP SUM BASE BID**

\$ 

0	0
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7	3	7
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 , 

0	0	0
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0	0
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(Place figures in appropriate boxes.)

Bidder includes in the Lump Sum Base Bid the following allowances: NOT USED

**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**

**7.0 DAILY RATE OF COMPENSATION FOR COMPENSABLE DELAYS WITH TWO OPTIONS – NOT USED**

BIDDER'S NAME: \_\_\_\_\_

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

Playground Area, as specified in 01 2300, Alternates.

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

<u>Add</u>	\$	0	±	2	6	0	±	0	0	0	±	0	0
<u>Deduct</u>	\$		±				±				±		

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

If this Alternate is accepted, the Contract time will be extended by 15 calendar days for this portion of the work only. Base scope will be held to being completed in the 47 days from Notice to Proceed.

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

# **ADDENDUM NO. A**

**JUNE 13, 2017**

**BIDDING AND CONTRACT DOCUMENTS**

**FOR**

**OBAN SITE IMPROVEMENTS  
PROJECT NO. 956377  
CONTRACT NO. 956377-LF-2017-192**





The following changes, additions, or deletions shall be made to the following documents as indicated for this Project; and all other terms and conditions shall remain the same. Each bidder is responsible for transmitting this information to all affected subcontractors and suppliers before the Bid Deadline.

1. **TABLE OF CONTENTS**

Replace the Table of Contents with the one issued in this Addendum.

2. **LIST OF DRAWINGS**

Replace the existing List of Drawings with the one issued in this Addendum.

3. **DRAWINGS**

- a. **Replace** the existing drawing C-00 with the one issued in this Addendum.
- b. **Replace** the existing drawing C-01 with the one issued in this Addendum.
- c. **Replace** the existing drawing C-10 with the one issued in this Addendum.
- d. **Replace** the existing drawing C-11 with the one issued in this Addendum.
- e. **Replace** the existing drawing C-12 with the one issued in this Addendum.
- f. **Replace** the existing drawing C-13 with the one issued in this Addendum.
- g. **Replace** the existing drawing C-14 with the one issued in this Addendum.
- h. **Replace** the existing drawing C-15 with the one issued in this Addendum.
- i. **Replace** the existing drawing C-20 with the one issued in this Addendum.
- j. **Replace** the existing drawing C-30 with the one issued in this Addendum.
- k. **Replace** the existing drawing C-31 with the one issued in this Addendum.
- l. **Replace** the existing drawing C-32 with the one issued in this Addendum.
- m. **Replace** the existing drawing E0.1 with the one issued in this Addendum.
- n. **Replace** the existing drawing E0.3 with the one issued in this Addendum.
- o. **Replace** the existing drawing E0.4 with the one issued in this Addendum.
- p. **Replace** the existing drawing E1.1 with the one issued in this Addendum.
- q. **Replace** the existing drawing E1.2 with the one issued in this Addendum.
- r. **Replace** the existing drawing E2.1 with the one issued in this Addendum.
- s. **Replace** the existing drawing E3.1 with the one issued in this Addendum.

- t. **Replace** the existing drawing L-1 with the one issued in this Addendum.
- u. **Replace** the existing drawing L-2 with the one issued in this Addendum.
- v. **Replace** the existing drawing L-3 with the one issued in this Addendum.
- w. **Replace** the existing drawing L-4 with the one issued in this Addendum.

**END OF ADDENDUM**

# **ADDENDUM NO. B**

**JUNE 15, 2017**

**BIDDING AND CONTRACT DOCUMENTS**

**FOR**

**OBAN SITE IMPROVEMENTS**

**PROJECT NO. 956377**

**CONTRACT NO. 956377-LF-2017-192**



The following changes, additions, or deletions shall be made to the following documents as indicated for this Project; and all other terms and conditions shall remain the same. Each bidder is responsible for transmitting this information to all affected subcontractors and suppliers before the Bid Deadline.

1. **ADVERTISEMENT FOR CONTRATOR PREQUALIFICATION AND FOR BIDS**

A. The following Contractors have been Prequalified to bid:

2H Construction Inc.  
Cornerstone Renovation, Inc.  
Doug Nielsen Construction, Inc.  
Tovey / Shultz Construction, Inc.

**END OF ADDENDUM**



# **ADDENDUM NO. C**

**JUNE 21, 2017**

**BIDDING AND CONTRACT DOCUMENTS**

**FOR**

**OBAN SITE IMPROVEMENTS PROJECT NO. 956377**

**CONTRACT NO. 956377-LF-2017-192**



The following changes, additions, or deletions shall be made to the following documents as indicated for this Project; and all other terms and conditions shall remain the same. Each bidder is responsible for transmitting this information to all affected subcontractors and suppliers before the Bid Deadline.

#### **TABLE OF CONTENTS**

Replace the existing Table of Contents with the one issued in this Addendum.

#### **SUPPLEMENTARY INSTRUCTIONS TO BIDDERS**

Replace the existing Supplementary Instructions to Bidders with the one issued in this Addendum.

#### **BID FORM**

Replace the existing Bid Form with the one issued in this Addendum.

#### **AGREEMENT**

Replace the existing Agreement form with the one issued in this Addendum.

#### **LIST OF DRAWINGS**

Replace the existing List of Drawings with the one issued in this Addendum.

#### **DRAWINGS (UNDER SEPARATE COVER)**

Replace the drawing C12 with the one issued in this Addendum.  
Replace the drawing C13 with the one issued in this Addendum.  
Replace the drawing C20 with the one issued in this Addendum.  
Replace the drawing C30 with the one issued in this Addendum.  
Replace the drawing C31 with the one issued in this Addendum.  
Replace the drawing C32 with the one issued in this Addendum.

Replace the drawing E0.2 with the one issued in this Addendum.  
Replace the drawing E0.4 with the one issued in this Addendum.  
Replace the drawing E1.1 with the one issued in this Addendum.  
Replace the drawing E1.2 with the one issued in this Addendum.

Replace the drawing L-1 with the one issued in this Addendum.  
Replace the drawing L-2 with the one issued in this Addendum.  
Replace the drawing L-3 with the one issued in this Addendum.

#### **SPECIFICATIONS TABLE OF CONTENTS**

Replace the existing Specifications Table of Contents with the one issued in this Addendum.

#### **SPECIFICATIONS**

Add specification 01 2300 with the one issued in this Addendum.

**END OF ADDENDUM**

# **ADDENDUM NO. C-R1**

**JUNE 21, 2017**

**BIDDING AND CONTRACT DOCUMENTS**

**FOR**

**OBAN SITE IMPROVEMENTS PROJECT NO. 956377**

**CONTRACT NO. 956377-LF-2017-192**



The following changes, additions, or deletions shall be made to the following documents as indicated for this Project; and all other terms and conditions shall remain the same. Each bidder is responsible for transmitting this information to all affected subcontractors and suppliers before the Bid Deadline.

**TABLE OF CONTENTS**

Replace the existing Table of Contents with the one issued in this Addendum.

**LIST OF DRAWINGS**

Replace the existing List of Drawings with the one issued in this Addendum.

**DRAWINGS (UNDER SEPARATE COVER)**

Remove drawing T1.1.

Remove drawing T1.2.

**END OF ADDENDUM**

**BIDDER'S NAME:** \_\_\_\_\_

**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.
Electric	Joseph Electric	Pomona	1014699 C-10
demolition	Demolition specialist inc	Corona	936886
Concrete	AS concrete	BLOOMINGTON	978363 C-8
Paving	Omega Paving	Riverside	941096

(Note: Add additional pages if required.)





**BID BOND**

Bond No.: CMGB0001237

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Cornerstone Renovation, Inc.  
as Principal, and Argonaut Insurance 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: Oban Site Improvements  
Project Number: 956377, Contract Number: 956377-LF-2017-192  
Location: 950 W. Linden Street, Riverside, CA 92507

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 26th day of June, 2017.

**PRINCIPAL:**

Cornerstone Renovation, Inc.  
(Name of Company)

By: [Signature]  
(Signature)

SAMIH BARSOUM  
(Printed Name)

PRESIDENT  
(Title)

**SURETY:**

Argonaut Insurance Company  
(Name of Company)

By: [Signature]  
(Signature)

Gabriella Grady  
(Printed Name)

Attorney-in-Fact  
(Title)

Address for Notices:

C/o CMGIA - 20335 Ventura Blvd. Suite 426  
(Street Address)

Woodland Hills, CA 91364  
(City, State & Zip Code)

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



Bond No.: CMGB0001237

**Argonaut Insurance Company**  
**Deliveries Only: 225 W. Washington, 24th Floor**  
**Chicago, IL 60606**

Premium: N/A

**United States Postal Service: P.O. Box 469011, San Antonio, TX 78246**

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Gabriella Grady, Shilo Lee Losino, Stephanie Hope Shear

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$10,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 18th day of July, 2013.



Argonaut Insurance Company

*Joshua C. Betz*

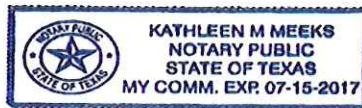
by:

Joshua C. Betz, Senior Vice President

STATE OF TEXAS  
COUNTY OF HARRIS SS:

On this 18th day of July, 2013 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

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



*Kathleen M. Meeks*

(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 26th day of June, 2017.



*Sarah Heineman*

Sarah Heineman, VP-Underwriting Surety

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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 California )

County of LOS ANGELES )

On JUN 26 2017 before me, SHIRLEY GIGGLES, NOTARY PUBLIC,  
Date Here Insert Name and Title of the Officer

personally appeared GABRIELLA GRADY  
Name(s) of Signer(s)

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 [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_





**BIDDER'S NAME:** Cornerstone Renovation, 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 10%  
(Bid Bond or Certified Check)

**13.0 DECLARATION**

I, Samih Barsoum, hereby declare that I am the  
(Printed Name)  
President of Cornerstone Renovation, 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:

Rancho Cucamonga, in the State of California,  
(Name of City if within a City, otherwise Name of County) (State)

on 06/30/2017  
(Date)

  
(Signature)

## AGREEMENT

This AGREEMENT is made on \_\_\_\_\_, between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA ("University"),

whose Facility is:	University of California, Riverside
whose address for notices is:	Architects & Engineers UNIVERSITY OF CALIFORNIA, RIVERSIDE 1223 University Avenue, Suite 240 Riverside, CA 92521
and Contractor:	<b>Name</b>
whose address for notices is:	<b>Street Address</b> City, State & Zip
for the Project:	OBAN SITE IMPROVMENTS Project Number: 956377 University of California, Riverside County of Riverside Riverside, California 92521
University's Responsible Administrator:	John A. Casey P.E. Executive Director, Construction & Project Management Architects & Engineers
University's Representative is:	John Franklin Project Manager Capital Programs
whose address for notices is:	Architects & Engineers UNIVERSITY OF CALIFORNIA, RIVERSIDE 1223 University Avenue, Suite 240 Riverside, CA 92521
Contract Documents for the Work Prepared by:	Marten L. Anderson RCE MTH2 Engineering, Inc. 639 Lakewood Drive Riverside, CA 92506 Tel: 951-850-2190

University and Contractor hereby agree as follows:

## ARTICLE 1 WORK

Contractor shall provide all work required by the Contract Documents (the "Work"). Contractor agrees to do additional Work arising from changes ordered by the University pursuant to Article 7 of the General Conditions. Contractor shall (1) pay all sales, consumer and other taxes and (2) obtain and pay for any governmental licenses and permits necessary for the work, other than building and utility permits.

## ARTICLE 2 CONTRACT DOCUMENTS

"Contract Documents" means the Advertisement For Contractor Prequalification and For Bids, Instructions To Bidders, Supplementary Instructions to Bidders, Bid Form, this Agreement, General Conditions, Supplementary Conditions, Exhibits, Specifications, List of Drawings, Drawings, Addenda, Notice to Proceed, Change Orders, Notice of Completion, and all other documents identified in this Agreement that together form the contract between University and Contractor for the Work (the "Contract"). The Contract constitutes the complete agreement between University and Contractor and supersedes any previous agreements or understandings.

## ARTICLE 3 CONTRACT SUM

Subject to the provisions of the Contract Documents University shall pay to Contractor, for the performance of the Work, \$ \_\_\_\_\_, the "Contract Sum".

The Contract Sum includes the following Alternates accepted by University:

### **List Alternates Accepted by University at Time of Award**

University reserves the right to accept the following Alternates within 30 days after the date of this Agreement:

### **List Alternates Not Accepted by University at Time of Award**

## ARTICLE 4 CONTRACT TIME

Contractor shall commence the Work on the date specified in the Notice to Proceed and fully complete the work within 47 days, the "Contract Time".

By signing this agreement, Contractor represents to University that the Contract Time is reasonable for completion of the work and that Contractor will complete the Work within the Contract Time. Time limits stated in the Contract Documents are of the essence of the Contract.



## ARTICLE 5 LIQUIDATED DAMAGES

If Contractor fails to complete the Work within the Contract Time, Contractor shall pay to University, as liquidated damages and not as a penalty, the sum of \$0 for each day after the expiration of the Contract Time that the Work remains incomplete. After Substantial Completion, the rate for liquidated damages shall be reduced to the sum of \$0 per day. University and Contractor agree that if the Work is not completed within the Contract Time, University's damages would be extremely difficult or impracticable to determine and that the aforesaid amounts are reasonable estimates of and reasonable sums for such damages. University may deduct any liquidated damages due from Contractor from any amounts otherwise due to Contractor under the Contract Documents. This provision shall not limit any right or remedy of University in the event of any other default of Contractor other than failing to complete the Work within the Contract Time.

## ARTICLE 6 COMPENSABLE DELAY – Not Used

## ARTICLE 7 DUE AUTHORIZATION

The person or persons signing this Agreement on behalf of Contractor hereby represent and warrant to University that this Agreement is duly authorized, signed, and delivered by Contractor.

THIS AGREEMENT is entered into by University and Contractor as of the date set forth above.

**CONTRACTOR:**

_____	California Contractor's License(s):
(Name of Company)	
a _____	_____
(Type of Organization)	(Name of Licensee)
By: _____	_____
(Signature)	(Classification and License Number)
_____	_____
(Print Name)	(Expiration Date)
_____	_____
(Title)	(Employer Identification Number)

**Recommended:**

By University's Representative:

\_\_\_\_\_  
(Signature & Date)  
**John Franklin**  
Project Manager  
Architects & Engineers  
\_\_\_\_\_  
(Print Name & Title)

**Funds Sufficient:**

By Financial Administrative Officer:

\_\_\_\_\_  
(Signature & Date)  
**Greg Artman**  
Director Business Support Services  
Facilities Services  
\_\_\_\_\_  
(Print Name & Title)

**UNIVERSITY:**

By The Regents of the University of California:

\_\_\_\_\_  
(Signature & Date)  
**John A. Casey P.E.**  
Executive Director  
Construction & Project Management  
Architects & Engineers  
\_\_\_\_\_  
(Print Name & Title)

Attach notary acknowledgement for all signatures of Contractor. If signed by other than the sole proprietor, a general partner, or corporate officer, attach original notarized Power of Attorney or Corporate Resolution.