

ADDENDUM NO. 1

November 9, 2021

BIDDING AND CONTRACT DOCUMENTS

FOR

SKYE HALL HVAC REPLACEMENT

PROJECT NO. 950583

CONTRACT NO. 950583-LF-2022-36



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. **BID FORM**

Remove the Bid Form and **replace** it with the one issued in this Addendum.

2. **AGREEMENT**

Remove the Agreement and **Replace** it with the one issued in this Addendum.

3. **SPECIFICATION**

Remove the Division 1 Table of Contents and **Replace** it with the one issued in this Addendum.

Add Specification section 01 2300, Alternates.

4. **BID RFIS**

BID RFI No.	QUESTIONS / ANSWERS
1-1	<p>Question: How will the project be phased? Are we allowed to turn off everything or only a limited number of units can be done at once?</p> <p>Answer: There will be (2) phases for the project. The awarded contractor will work with the University on shutdowns of the building and sequencing of demo of old units/installation of the new units.</p>
1-2	<p>Question: Since we are to remove old equipment and modify concrete pads / openings for 95% of the units, some down time will be accruing for the concrete to dry-out and roofing to be complete. Will you require any temp cooling?</p> <p>Answer: Temporary Cooling is not required.</p>
1-3	<p>Question: Will you have any duct cleaning requirement for the existing ductwork?</p> <p>Answer: Cleaning for the existing ductwork is not required.</p>
1-4	<p>Question: What is the extent of the fire protection scope of work? What is the current system, is it JCI fire?</p> <p>Answer: Several units will require duct mounted smoke detectors. Coordinate with the University regarding the existing fire system. Johnsons Controls, Inc. is the Fire Alarm Vendor; contact James Jack at (909) 278-5649</p>
1-5	<p>Question: Spec section 23 0910, indicates "Facility Monitoring System" Considering this building is not a lab, will this section be required? If required, drawings do not show anything about that.</p> <p>Answer: Spec section 23-0910 covers DCV, and various sensor types to be installed both in the space and in the ductwork. Because of this, yes, this spec</p>

	<p>section will be required. Plans indicate what is required, exact placement is means and methods of the controls contractor.</p>
1-6	<p>Question: With the current delays and issues with Supply Chain can the project duration be increased from 105 days to 180 Days?</p> <p>Answer: We want to understand the lead time for equipment once the order has been placed and use the time line as a basis for extending the construction contract schedule.</p>
1-7	<p>Question: The structural steel/cage surrounding the RTU's will require dismantling to allow the lifting of the equipment, will a Special Inspection be required for the re-installation?</p> <p>Answer: Special Inspection is not required for re-installation of the mechanical screen structure.</p>
1-9	<p>Question: During the site visit it was difficult to locate the VAV's where they are shown on the drawings, can the maintenance dept. locate the actual VAV locations prior to construction?</p> <p>Answer: Yes, Facilities Services will assist in identifying the location of the VAVs.</p>
1-10	<p>Question: Will the roof support staging all the new RTU's on the roof while the existing units are still in place?</p> <p>Answer: The existing equipment should be removed prior loading with the new equipment. The roof is not designed to accommodate both the existing and new units concurrently</p>
1-11	<p>Question: What are the allowable building shutdown durations or is will there be phasing from floor to floor or throughout the offices?</p> <p>Answer: There will be (2) Phases to allow for building shutdown and sequencing of demo of old units/installatiion of new units. Shutdowns lengths vary. Awarded contractor to work with the University.</p>
1-12	<p>Question: If we are working in an office over several days will daily cleanup be required in that space?</p> <p>Answer: Daily clean up is required if the space is occupied; However if there is a planned duration for the space being worked in, it can be reviewed by the University for flexibility on this.</p>
1-13	<p>Question: Will the contractor have full access to each office that a VAV is located?</p> <p>Answer: Yes, full access will be given to the spaces where the VAVs are being replaced.</p>
1-14	<p>Question: During the site visit we noticed spray fireproofing the ceiling decks, can the University confirm there are no hazardous materials in any of the work spaces?</p> <p>Answer: Skye Hall does not have hazardous materials.</p>

END OF ADDENDUM

BID FORM

FOR: SKYE HALL HVAC REPLACEMENT
PROJECT NUMBER: 950583
CONTRACT NUMBER: 950583-LF-2020-100
UNIVERSITY OF CALIFORNIA, RIVERSIDE
RIVERSIDE, CALIFORNIA

November 9, 2021 ~~October 18, 2021~~

BID TO:

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

(951) 827-2610

BID FROM:

Clay Dunn Enterprises, Inc. dba Air-Tec

(Name of Bidder)

Justin Cho

(Contact Name)

1606 E. Carson St.

(Address)

Carson, CA 90745

(City, State, Zip Code)

(310) 549-1698

(Telephone Number)

(310) 549-8329

(Facsimile Number)

jcho@airteperformers.com

(E-mail)

11/16/2021

(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: _____

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 **105** 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: _____

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:

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 X 20 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

Deduct, Steel Vibration Equipment bases. Furnish and install steel vibration isolation equipment bases for all units except RTU's #15 & #16 in lieu of concrete curbs, as specified in 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

Add \$

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Deduct \$

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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 10 calendar days after the date University signs the Agreement:

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.	DIR Registration No.
air balance	Precision Air Balance	Anaheim	633805	100000337
controls	Sunbelt	Azusa	800423	100000551
crane	The Crane Guys	Los Alamitos	967520	1000008224
electrical	New Vision Elec.	Hermosa Beach	1059587	Pending
fire alarm	JCI Fire Protection	Rancho Cucamonga	986047	100000576
Mech. Demo	Innovative Mechanical Services	Ontario	810868	1000014228
roofing	Kiss Enterprises dba Golden State Roofing	Carson	941468	100001624
concrete pads	DeVries Construction	San Clemente	786273	1000009563

(Note: Add additional pages if required.)

BIDDER'S NAME: _____

10.0 NOT USED

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 California

(State)

NAME OF PRESIDENT OF THE CORPORATION:

Clayton Dunn

(Insert Name)

NAME OF SECRETARY OF THE CORPORATION:

Hayley Amberg

(Insert Name)

IF A PARTNERSHIP, NAMES OF ALL GENERAL PARTNERS:

(Insert Name(s))

CALIFORNIA CONTRACTORS LICENSE(S):

<u>C20</u>	<u>420650</u>	<u>4/30/2022</u>
_____ (Classification(s))	_____ (License Number)	_____ (Expiration Date)

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

BIDDER'S NAME: Clay Dunn Enterprises, Inc. dba Air-Tec

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, Justin Cho, hereby declare that I am the
(Printed Name)
Project Manager of Clay Dunn Enterprises, Inc. dba Air-Tec
(Title) (Name of Bidder)

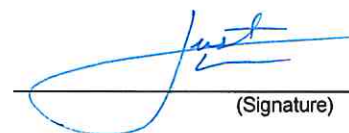
submitting this Bid Form; that I am duly authorized to execute this Bid Form on behalf of Bidder; and that all information set forth in this Bid Form and all attachments hereto are, to the best of my knowledge, true, accurate, and complete as of its submission date.

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:

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

on 11/16/21
(Date)


(Signature)

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Clay Dunn Enterprise, Inc. dba Air-Tec
as Principal, and The Hanover 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: Skye Hall HVAC Replacement
Project Number: 950583, Contract Number: 950583-LF-2022-36
Location: 900 University Avenue, Riverside, CA. 92521

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 15th day of November, 2021.

PRINCIPAL:

Clay Dunn Enterprises, Inc. dba Air-Tec
(Name of Company)

By: _____
(Signature)

(Printed Name)

(Title)



SURETY:

The Hanover Insurance Company
(Name of Company)

By: Kathy R. Mair
(Signature)

Kathy R. Mair
(Printed Name)

Attorney-in-Fact
(Title)

Address for Notices:
440 Lincoln Street
(Street Address)

Worcester, MA 01653
(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 California)
County of Orange)

On NOV 15 2021 before me, Mechelle Larkin, Notary Public,
DATE [Name of Notary Public and Title "Notary Public"]

personally appeared Kathy R. Mair -----
[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.



Place Notary Seal Above



Signature of Notary Public

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: Kathy R. Mair

- 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: _____

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Mechelle Larkin, My Hua, Kathy R. Mair, Regina Rangel, Brenda Wong, Tenzer V. Cunningham, Martha Gonzales, Joaquin Perez and/or Sokha Evans

Of Marsh Risk & Insurance Services, Inc. of Los Angeles, CA each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, in any amount

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

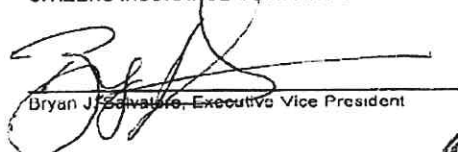
RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

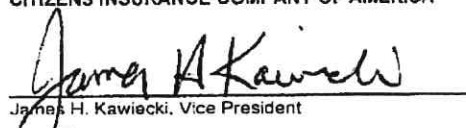
RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America and affirmed by each Company on March 24, 2014)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 22nd day of October, 2021.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

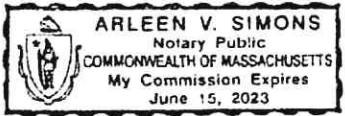

Bryan J. Savalato, Executive Vice President

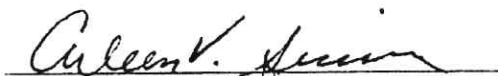

James H. Kawiecki, Vice President



THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 22nd day of October, 2021 before me came the above named Executive Vice President and Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.




Arleen V. Simons, Notary Public
My Commission Expires June 15, 2023

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 15th day of November 2021

CERTIFIED COPY

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Carrick A. Bligh, Vice President

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:	UCR Planning, Design & Construction UNIVERSITY OF CALIFORNIA, RIVERSIDE 1223 University Avenue, Suite 240 Riverside, CA 92521
and Contractor:	Name
whose address for notices is:	Street Address City, State & Zip
for the Project:	SKYE HALL HVAC REPLACEMENT Project Number: 950583 University of California, Riverside County of Riverside Riverside, California 92521
University's Responsible Administrator:	Blythe R. Wilson, Architect Director of Project Management Planning, Design & Construction
University's Representative is:	Tameesha Hayes Project Manager Planning, Design & Construction
whose address for notices is:	UCR Planning, Design & Construction UNIVERSITY OF CALIFORNIA, RIVERSIDE 1223 University Avenue, Suite 240 Riverside, CA 92521
Contract Documents for the Work Prepared by:	Nick Ubrun Goss Engineering 255 E. Main Street, Suite 301 Corona, CA. 92879 Tel: 951-363-4797

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 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 {INSERT NUMBER FROM BID FORM} 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 **105** calendar 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 **\$500.00** 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 **\$250.00** 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

If Contractor is entitled to an increase in the Contract Sum as a result of a Compensable Delay, determined pursuant to Articles 7 and 8 of the General Conditions, the Contract Sum will be increased by the sum of \$_____per day for each day for which such compensation is payable.

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:

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

Recommended:

By University's Representative:

 (Signature & Date)
Tameesha Hayes
 Project Manager
 Planning, Design & Construction

 (Print Name & Title)

Funds Sufficient:

By Financial Administrative Officer:

 (Signature & Date)
Susan McFadden
 Senior Financial Analyst
 Planning, Design & Construction

 (Print Name & Title)

UNIVERSITY:

By The Regents of the University of California:

 (Signature & Date)
Drew Hecht, Architect
 Director of Project Management
 Planning, Design & Construction

 (Print Name & Title)

Account No.: _____ Activity Code: _____
 Fund: _____ Function: _____
 Cost Center: _____ Project Code: _____

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.

SPECIFICATIONS

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SECTION 01 2300
ALTERNATES

PART 1 – GENERAL

1.1. SUMMARY

A. This Section includes:

- 1. Procedures**
- 2. Alternate Descriptions**

B. This Section identifies each Alternate and describes basic changes to the Work only when that Alternate is made a part of the Work by specific provision in the Agreement.

C. Definition: Refer to the Instructions to Bidders, 1.2 for the term “Alternate.”

1.2. PROCEDURES

A. The Lump Sum Base Bid and Alternates shall include the costs of all supporting elements required, so that the combination of the Lump Sum Base Bid and any Alternates shall be complete. The scope of Work for all Alternates shall be in accordance with applicable Drawings and Specifications.

B. Except as otherwise specifically provided by University, the Work described in Alternates shall be completed with no increase in Contract Time.

C. This Section includes only the non-technical descriptions of the Alternates. Refer to the specific Sections of Divisions 23 0548 of the Specifications for technical descriptions of the Alternates.

D. Coordinate related Work and modify surrounding Work as required to properly and completely integrate the Alternates into the Work.

1.3. ALTERNATE DESCRIPTIONS

A. Alternate No. 1: Deduct, Steel Vibration Isolation Equipment Bases

Furnish & Install steel vibration isolation equipment bases for all units except RTUs #15 & #16 in lieu of concrete curbs

No extension of the Contract Time will be granted if this Alternate is accepted.

University reserves the right to accept this Alternate within 10 calendar days after the commencement date per the Notice to Proceed.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION