

ADDENDUM NO. D

AUGUST 18, 2017

BIDDING AND CONTRACT DOCUMENTS

FOR

SCHOOL OF MEDICINE FIRST FLOOR FIT-OUT

PROJECT NO. 954041

CONTRACT NO. 954041-LF-2017-177



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 BID FROM PREQUALIFIED CONTRACTORS**

Replace the Advertisement for Bids from Prequalified Contractors with the one issued in this Addendum.

- a) Sealed bids must be received **on or before 2:00 PM, on Tuesday, September 12, 2017.**

2. **SUPPLEMENTARY INSTRUCTION TO BIDDERS**

Replace the Supplementary Instruction to Bidders with the one issued in this addendum.

- a) The deadline to submit requests for clarification or interpretation has been extended on or before **11:00 AM, Wednesday, August 23, 2017.**

3. **BID FORM**

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

- a) Complete proposed work within **335 days** after commencement specified on Notice to Proceed.

4. **AGREEMENT**

Replace the Agreement with the one issued in this Addendum.

- a) Contractor shall commence the Work on the date specified in the Notice to Proceed and fully complete the work within **335 days**, the "Contract Time".

END OF ADDENDUM

ADVERTISEMENT FOR BIDS FROM PREQUALIFIED CONTRACTORS

Subject to conditions prescribed by the University of California, Riverside, sealed bids for a lump sum contract are invited from prequalified contractors for the following Project:

SCHOOL OF MEDICINE FIRST FLOOR FIT-OUT
PROJECT NO. 954041
CONTRACT NO. 954041-LF-2017-177
UNIVERSITY OF CALIFORNIA, RIVERSIDE
RIVERSIDE, CALIFORNIA

The University of California, Riverside (UCR) intends to procure the services of a General Contractor (Contractor) to buildout the 1st Floor of School of Medicine Research Building, a space of approximately 17,600 square feet.

The construction includes wet laboratories, laboratory support spaces, offices and related support space. Work consists of, but not limited to the following: demolition of existing improvements, addition/alterations of walls, installation of new fume hoods, sinks, safety showers and eyewash stations, alterations/additions to the mechanical, electrical, plumbing, fire life safety, fire suppression, telecommunication and audio/video systems, as specified in the Construction Documents.

Estimated construction cost: **\$7,100,000.00**

PREQUALIFIED CONTRACTORS

Only prequalified contractors will be allowed to submit a Bid on this Project. The University has determined that the following contractors have been prequalified to bid on this Project:

2H Construction, Inc.
BNBuilders, Inc.
Kitchell Contractors, Inc.
LCS Constructors, Inc.
Morillo Construction, Inc.
Rudolph and Sletten, Inc.

The successful Bidder must have the following State of California Contractor's license current and active at the time of submission of the Bid: **B, General Building**.

Bidding and Contract Documents will be made available at **2:00 PM**, on ~~July 31, 2017~~, August 2, 2017 and will be issued only from:

IB Reprographics
3363 Durahart Street
Riverside, CA 92507
Phone: (951) 682-1850
www.ibrepro.com

Each set of Bidding and Contract Documents will require a non-refundable payment to **IB Reprographics**. If paying by check, make your checks payable to "**IB Reprographics**." Bidding and Contract Documents will be mailed/shipped at the requestor's expense.

PRE-BID CONFERENCE & SITE VISIT

Bidders must attend a **mandatory** Pre-Bid Conference and Site Visit at **9:00 AM**, on **Wednesday, August 9, 2017**, at:

Architects & Engineers
UNIVERSITY OF CALIFORNIA, RIVERSIDE
1223 University Avenue, Suite 210-16
Riverside, CA 92521

(Located in University Village, corner of University Avenue and Iowa Avenue.)

Phone: (951) 827-4590

Fax: (951) 827-4556

Any prequalified bidder who enters the Pre-Bid Conference after 9:10 AM will be precluded from bidding as a prime contractor and may only bid as a subcontractor. Subcontractors are not required to attend; however we encourage their attendance.

UCR Capital Programs will provide parking validation to anyone attending the Pre-Bid Conference. We suggest that you arrive early to allow time to park and walk to the Conference location.

BID DEADLINE

Sealed bids must be received on or before **2:00 PM**, on ~~Thursday, August 31, 2017~~ ~~Thursday, September 7, 2017~~ **Tuesday, September 12, 2017.**

Bids will be received only at:

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

Immediately following the Bid Deadline, bids will be opened at the same location.

Bid Security in the amount of 10% of the Lump Sum Base Bid shall accompany each Bid. The Surety issuing the Bid Bond shall be, on the Bid Deadline, an admitted surety insurer (as defined in California Code of Civil Procedure Section 995.120).

Every effort will be made to ensure that all persons have equal access to contracts and other business opportunities with the University within the limits imposed by law or University policy. Each Bidder may be required to show evidence of its equal employment opportunity policy. The successful Bidder and its subcontractors will be required to follow the nondiscrimination requirements set forth in the Bidding Documents and to pay prevailing wage at the location of the work.

The work described in the contract is a public work subject to section 1771 of the California Labor Code.

No contractor or subcontractor may be listed on a Bid for this project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded any portion of this project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

The successful Bidder shall pay all persons providing construction services and/or any labor on site, including any University location, no less than the UC Fair Wage (defined as \$13 per hour as of 10/1/15, \$14 per hour as of 10/1/16, and \$15 per hour as of 10/1/17) and shall comply with all applicable federal, state and local working condition requirements.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
University of California, Riverside
July 26, 2017 – August 8, 2017

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

1. Contract Time: As specified in Section 1 of the Bid Form.
2. List of Subcontractors (Bid Form Paragraph 9.0) and List of Changes in Subcontractors Due to Alternates (Bid Form Paragraph 10.0).

The default rule is that, if a Bidder lists one subcontractor for a Work Activity (such as "Electrical") under Bid Form Paragraph 9.0 and a different subcontractor for the same Work Activity (such as "Electrical") for the Alternate Work under Bid Form Paragraph 10.0 without reference to the Alternate, then it is deemed that the second subcontractor listed in Paragraph 10.0 will perform the Base Bid Work and the Alternate Work, unless the Bidder expressly writes otherwise.

A Bidder may list more than one subcontractor per trade, provided that the Work Activity to be performed by each listed subcontractor is adequately described on the spaces provided on the Bid Form, so that which subcontractor will perform which Work Activity can be determined.

For example, in case of Alternates, if a Bidder wants one subcontractor to perform the electrical Base Bid Work and another subcontractor to perform the electrical Alternate Work, then the Bidder should list the first subcontractor under Bid Form Paragraph 9.0 as performing the "Electrical" Work Activity, and list the second subcontractor under Bid Form Paragraph 10.0 (for listing changes in subcontractors due to Alternates) as performing the "Electrical Alt" or "Electrical Alt Work" or "Electrical Alt Only" or similarly to define the Alternate Work Activity separately to be performed.

3. Requests for clarification or interpretation of the Bidding Documents must be submitted in writing, and shall be addressed only to:

Betty Osuna, Contract Administrator
Email: ibeth.osuna@ucr.edu
Tel: 951.827.4590

The deadline to submit requests for clarification or interpretation is on or before 11:00 AM, on ~~August 14, 2017~~ ~~August 18, 2017~~ August 23, 2017.

4. The mandatory Pre-Bid Conference and Site Visit will be conducted at the time and location specified in the **ADVERTISEMENT FOR BIDS FROM PREQUALIFIED CONTRACTORS**, bound herein. (Attendance is mandatory. As evidence of attendance, bidders must sign the attendance sheet provided by University at the Pre-Bid Conference and Site Visit.)

An optional site visit will be held on Wednesday, August 16, 2017 at 8:00 AM. Bidders who wish to attend this optional site visit can pick-up parking permits starting at 7:55 AM on the day of the site visit from Betty Osuna, Contracts Administrator at Parking Lot 8. Bidders should pick-up their permits no later than 8:10 AM to allow time to park in Lot 8, Blue Section (all day parking is allowed) or Lot 6, Blue Section (90 minute maximum), and walk to the meeting point at the School of Medicine Research Building. (See attached UCR Campus Map.) Subcontractors are not required to attend; however, we recommend that prequalified bidders attend with their subcontractors.

5. Bids must be received on or before the Bid Deadline and only at the location specified in the **ADVERTISEMENT FOR BIDS FROM PREQUALIFIED CONTRACTORS**.
6. Bids will be opened at the same location specified in the **ADVERTISEMENT FOR BIDS FROM PREQUALIFIED CONTRACTORS** for the receipt of bids.

7. Contractor will be assessed as liquidated damages the sum of **\$1,000.00** for each day the Work remains incomplete beyond the expiration of the Contract Time. After Substantial Completion, the rate for liquidated damages shall be reduced to the sum of **\$250.00** per day. See Article 5 of the Agreement for detailed requirements
8. Replace the existing Paragraph 1.4 with the following:
 - 1.4 The term "Bid Deadline" means the date and time on or before which Bids must be received, as designated in the **ADVERTISEMENT FOR BIDS FROM PREQUALIFIED CONTRACTORS** and which may be revised by Addenda.
9. Replace the existing Paragraph 3.1.1 with the following:
 - 3.1.1 Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the **ADVERTISEMENT FOR BIDS FROM PREQUALIFIED CONTRACTORS**.
10. Replace the existing Paragraph 3.5.1 with the following:
 - 3.5.1 Addenda will be issued only by University and only in writing. Addenda will be identified as such and will be mailed or delivered to all Planholders. At its sole discretion, the University may elect to deliver Addenda via facsimile or email to Planholders who have provided a facsimile number or email address for receipt of Addenda or communications.
11. Replace the existing Paragraph 3.5.3 with the following:
 - 3.5.3 Addenda will be issued such that Planholders should receive them no later than 72 hours prior to the Bid Deadline. Addenda withdrawing the request for Bids or postponing the Bid Deadline may be issued anytime prior to the Bid Deadline.
12. Replace the existing Paragraph 5.2.4 with the following:
 - 5.2.4 Bid Security will be returned after the contract has been awarded. Notwithstanding the preceding, if a Bidder fails or refuses, within **10** days after receipt of notice of selection, to sign the Agreement or submit to University all of the items required by the Bidding Documents, the University will retain that Bidder's Bid Security. If the Bid Security is in the form of a Bid Bond, the Bid Security will be retained until the University has been appropriately compensated; if the Bid Security is in the form of certified check, the University will negotiate said check and after deducting its damages, return any balance to Bidder.
13. Add the following as Paragraph 5.3.5:
 - 5.3.5 As specified in the **ADVERTISEMENT FOR BIDS FROM PREQUALIFIED CONTRACTORS**, the University has determined that bidders who submit bids for this Project must be prequalified.
14. Replace the existing Paragraph 5.4.4 with the following:
 - 5.4.4 Bids may not be modified, withdrawn, or canceled within **60** days after the Bid Deadline.
15. Replace the existing Paragraph 6.3.1 with the following:
 - 6.3.1 University will have the right, but is not required, to waive nonmaterial irregularities in a Bid. If the University awards the Contract, it will be awarded to the responsible Bidder submitting the lowest responsive Bid as determined by University and who is not rejected by University for failing or refusing, within **10** days after receipt of notice of selection, to sign the Agreement or submit to University all of the items required by the Bidding Documents.

16. Replace the existing Paragraph 6.3.5 with the following:

6.3.5 University will select the apparent lowest responsive and responsible Bidder and notify such Bidder on University's form within **50** days (unless the number of days is modified in Supplementary Instructions to Bidders) after the Bid Deadline or reject all Bids. Within **10** days after receipt of notice of selection as the apparent lowest responsive and responsible Bidder, Bidder shall submit to University all of the following items:

- .1 One originals of the Agreement signed by Bidder.
- .2 One originals of the Payment Bond required under Article 11 of the General Conditions.
- .3 One originals of the Performance Bond required under Article 11 of the General Conditions.
- .4 Certificates of Insurance on form provided by University required under Article 11 of the General Conditions.
- .5 Names of all Subcontractors, with their addresses, telephone and facsimile numbers, contact persons, portions of the Work and designation of any Subcontractor as a Small Business Enterprise (SBE), Disadvantaged Business Enterprise (DBE), Women-owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) on the Report of Subcontractor Information form , along with a completed Self-Certification form, contained in the Exhibits. Evidence, as required by University, of the reliability and responsibility of the proposed Subcontractors such as statements of experience, statements of financial condition, and references.
- .6 Preliminary Contract Schedule as required under Article 3 of the General Conditions.
- .7 If Bidder wishes to utilize securities in lieu of retention beginning with the first Application for Payment, a completed Selection of Retention Options form accompanied by a completed Escrow Agreement for Deposit of Securities in Lieu of Retention and Deposit of Retention in the form contained in the Exhibits.
- .8 Cost Breakdown as required by Article 9 of the General Conditions.

17. Replace the existing Paragraph 6.3.7 with the following:

6.3.7 If Bidder submits three originals of the signed Agreement and all other items required to be submitted to University within **10** days after receipt of notice of selection as the apparent lowest responsive and responsible Bidder, and if all such items comply with the requirements of the Bidding Documents and are acceptable to University, University will award the Contract to Bidder by signing the Agreement and returning a signed copy of the Agreement to Bidder.

18. Replace the existing Paragraph 6.3.8 with the following:

6.3.8 If University consents to the withdrawal of the Bid of the apparent lowest responsive and responsible Bidder, or the apparent lowest responsive and responsible Bidder fails or refuses to sign the Agreement or submit to University all of the items required by the Bidding Documents, within **10** days after receipt of notice of selection, or that Bidder is not financially or otherwise qualified to perform the Contract, University may reject such Bidder's Bid and select the next

apparent lowest responsible Bidder, until all Bids are exhausted, or reject all Bids. Any Bidder whose Bid is rejected because the Bidder has failed or refused, within **10** days after receipt of notice of selection, to sign the Agreement or submit to University all of the items required by the Bidding Documents, shall be liable to the University for all resulting damages.

19. The University has negotiated contracts with certain suppliers (listed in the "Information Available to Bidders") to supply materials to University construction projects. Bidders may be able to obtain favorable pricing from the listed suppliers for materials required for this Contract. Bidders are not obligated to obtain any required materials from the listed suppliers. Use of any of the listed suppliers is at the Bidder's risk, and the University does provide any warranties, express or implied, with respect to the listed suppliers, their products and/or services. In particular, University does not warrant that the listed suppliers, their products and/or services are suitable for this Project.

20. **PREVAILING WAGE INFORMATION:** A bidder can obtain the prevailing wage information through the internet at www.dir.ca.gov or at <http://www.dir.ca.gov/DLSR/PWD>.

END OF SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

BID FORM

FOR: SCHOOL OF MEDICINE FIRST FLOOR FIT-OUT
PROJECT NUMBER: 954041
CONTRACT NUMBER: 954041-lf-2017-177
UNIVERSITY OF CALIFORNIA, RIVERSIDE
RIVERSIDE, CALIFORNIA

~~August 2, 2017 August 15, 2017~~ **August 18, 2017**

BID TO:

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

(951) 827-4204 **4590**

BID FROM:

(Name of Bidder)

(Contact Name)

(Address)

(City, State, Zip Code)

(Telephone Number)

(Facsimile Number)

(E-mail)

(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 ~~365~~ ~~350~~ **335** 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.

BIDDER'S NAME: _____

6.0 UNIT PRICES

The quantities set forth in the 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.

Unit Price No. 1: Animal Racks, as specified on plans.

Estimated Quantity of units: 2

\$, . per each

(Place Unit Price figures in appropriate boxes.)

Unit Price No. 2: Snorkels, as specified on plans.

Estimated Quantity of units: 6

\$, . per each

(Place Unit Price figures in appropriate boxes.)

Unit Price No. 3: Movable Lab Benches, as specified on plans.

Estimated Quantity of units: 34

\$, . per each

(Place Unit Price figures in appropriate boxes.)

Unit Price No. 4a: Biosafety Cabinets 60", as specified on plans.

Estimated Quantity of units: 7

\$, . per each

(Place Unit Price figures in appropriate boxes.)

BIDDER'S NAME: _____

Unit Price No. 4b: Biosafety Cabinets 72", as specified on plans.

Estimated Quantity of units: 7

\$, ▪ per each

(Place Unit Price figures in appropriate boxes.)

7.0 DAILY RATE OF COMPENSATION FOR COMPENSABLE DELAYS WITH TWO OPTIONS

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:

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

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

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

BIDDER'S NAME: _____

8.0 ALTERNATES

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.

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

Alternate No. 1: Add, Glass Marker Boards

5 GLASS MARKER BOARDS AT ENDS OF LAB BENCHES - BASIS AS NO MARKER BOARDS.

Add \$

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

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

Alternate No. 2: Add, First Floor Autoclave

FIRST FLOOR AUTOCLAVE - BASIS NO AUTOCLAVE AND SUPPORT EQUIPMENT.

Add \$

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

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

Alternate No. 3: Add, Epoxy Flooring

EPOXY FLOORING AT AUTOCLAVE - BASIS AS WELDED SEAM VINYL.

Add \$

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

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

BIDDER'S NAME: _____

Alternate No. 4: Not Used.

Alternate No. 5: Not Used.

Alternate No. 6: Not Used.

Alternate No. 7: Add, Casework and Fume Hood

CASEWORK AND FUME HOOD IN SPECIALTY LAB 143 - BASIS AS EMPTY SPACE.

Add \$, .

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

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

Alternate No. 8: Add, Office Ceiling Fans

OFFICE CEILING FANS - BASIS AS NO FANS OR ELECTRICAL.

Add \$, .

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

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

Alternate No. 9: Add, Decorative Wood Wall Grilles

DECORATIVE WOOD WALL GRILLES AT OFFICE DOORS - BASIS AS PAINTED GYPSUM BOARD WALLS.

Add \$, .

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

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

BIDDER'S NAME: _____

Alternate No. 10: Add, Banquette In Lab Corridor

BANQUETTE IN LAB CORRIDOR - BASIS AS EMPTY SPACE

Add \$

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

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

Alternate No. 11 Add, 2 Light-Tight Curtains

2 LIGHT-TIGHT CURTAINS IN SUPPORT LABS - BASIS AS NO CURTAINS.

Add \$

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

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

Alternate No. 12: Add, Metal Shelving Units

METAL SHELVING UNITS IN LINEAR EQUIPMENT ROOMS - BASIS AS NO SHELVING.

Add \$

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

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

Alternate No. 13: Not Used.

Alternate No. 14: Add, Natural Gas

LAB NATURAL GAS IN RESEARCH LABS - BASIS AS NO DISTRIBUTED NATURAL GAS IN RESEARCH LABS.

Add \$

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

BIDDER'S NAME: _____

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

Alternate No. 15: Deduct, Wood Sliding Screens

WOOD SLIDING SCREENS AT EXTERIOR GLASS – BASIS AS USER-CONTROLLED PULL DOWN SHADES.

Deduct \$

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

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

(Note: Add additional pages if required.)

BIDDER'S NAME: _____

11.0 BIDDER INFORMATION

TYPE OF ORGANIZATION

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

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

THE STATE OF _____
(State)

NAME OF PRESIDENT OF THE CORPORATION:

(Insert Name)

NAME OF SECRETARY OF THE CORPORATION:

(Insert Name)

IF A PARTNERSHIP, NAMES OF ALL GENERAL PARTNERS:

(Insert Name(s))

CALIFORNIA CONTRACTORS LICENSE(S):

(Classification(s)) (License Number) (Expiration Date)

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

BIDDER'S NAME: _____

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 or Certified Check)

13.0 DECLARATION

I, _____, hereby declare that I am the
(Printed Name)
_____ of _____
(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:

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

on _____
(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: **Name**

whose address for notices is: **Street Address**
City, State & Zip

for the Project: School of Medicine First Floor Fit-Out
Project Number: 954041
University of California, Riverside
County of Riverside
Riverside, California 92521

University's Responsible Administrator: John Casey, P.E.
Executive Director
Construction & Project Management
Architects & Engineers

University's Representative is: Mihai Gavan
Assistant Project Manager
Architects & Engineers

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: David Greunke
Clark, Richardson, and Biskup Consulting Engineers
3207 Greyhawk Ct., Suite 150
Carlsbad, CA 92010
Tel: (760)496-3714

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 From Prequalified Contractors, 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

Unit Prices, if any, are as follows:

List Unit Price Items

The Contract Sum will be increased by an amount equal to the Unit Price multiplied by the actual number of units of each Unit Price item incorporated in the Work.

ARTICLE 4 CONTRACT TIME

Contractor shall commence the Work on the date specified in the Notice to Proceed and fully complete the work within ~~365~~ ~~350~~ **335** 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 **\$1,000.00** 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:

<p>_____</p> <p style="text-align: center;">(Name of Company)</p> <p>a _____</p> <p style="text-align: center;">(Type of Organization)</p> <p>By: _____</p> <p style="text-align: center;">(Signature)</p> <p>_____</p> <p style="text-align: center;">(Print Name)</p> <p>_____</p> <p style="text-align: center;">(Title)</p>	<p>California Contractor's License(s):</p> <p>_____</p> <p style="text-align: center;">(Name of Licensee)</p> <p>_____</p> <p style="text-align: center;">(Classification and License Number)</p> <p>_____</p> <p style="text-align: center;">(Expiration Date)</p> <p>_____</p> <p style="text-align: center;">(Employer Identification Number)</p>
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Recommended:

By University's Representative:

(Signature & Date)

Mihai Gavan
Assistant 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 Casey, P.E., Executive Director
Construction and 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.