ADDENDUM NO. 1

November 9, 2021

BIDDING AND CONTRACT DOCUMENTS

FOR

SKYE HALL HVAC REPLACEMENT
PROJECT NO. 950583
CONTRACT NO. 950583-LF-2022-36

UC RIVERSIDE Planning, Design & Construction
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**

<table>
<thead>
<tr>
<th>BID RFI No.</th>
<th>QUESTIONS / ANSWERS</th>
</tr>
</thead>
</table>
| 1-1         | **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?  
**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. |
| 1-2         | **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?  
**Answer:** Temporary Cooling is not required. |
| 1-3         | **Question:** Will you have any duct cleaning requirement for the existing ductwork?  
**Answer:** Cleaning for the existing ductwork is not required. |
| 1-4         | **Question:** What is the extent of the fire protection scope of work? What is the current system, is it JCI fire?  
**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 |
| 1-5         | **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.  
**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
section will be required. Plans indicate what is required, exact placement is means and methods of the controls contractor.

<table>
<thead>
<tr>
<th>Question</th>
<th>Answer</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1-6</strong></td>
<td><strong>Question:</strong> With the current delays and issues with Supply Chain can the project duration be increased from 105 days to 180 Days?  &lt;br&gt;<strong>Answer:</strong> 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.</td>
</tr>
<tr>
<td><strong>1-7</strong></td>
<td><strong>Question:</strong> 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?  &lt;br&gt;<strong>Answer:</strong> Special Inspection is not required for re-installation of the mechanical screen structure.</td>
</tr>
<tr>
<td><strong>1-9</strong></td>
<td><strong>Question:</strong> 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?  &lt;br&gt;<strong>Answer:</strong> Yes, Facilities Services will assist in identifying the location of the VAVs.</td>
</tr>
<tr>
<td><strong>1-10</strong></td>
<td><strong>Question:</strong> Will the roof support staging all the new RTU’s on the roof while the existing units are still in place?  &lt;br&gt;<strong>Answer:</strong> 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.</td>
</tr>
<tr>
<td><strong>1-11</strong></td>
<td><strong>Question:</strong> What are the allowable building shutdown durations or is will there be phasing from floor to floor or throughout the offices?  &lt;br&gt;<strong>Answer:</strong> There will be (2) Phases to allow for building shutdown and sequencing of demo of old units/installation of new units. Shutdowns lengths vary. Awarded contractor to work with the University.</td>
</tr>
<tr>
<td><strong>1-12</strong></td>
<td><strong>Question:</strong> If we are working in an office over several days will daily cleanup be required in that space?  &lt;br&gt;<strong>Answer:</strong> 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.</td>
</tr>
<tr>
<td><strong>1-13</strong></td>
<td><strong>Question:</strong> Will the contractor have full access to each office that a VAV is located?  &lt;br&gt;<strong>Answer:</strong> Yes, full access will be given to the spaces where the VAVs are being replaced.</td>
</tr>
<tr>
<td><strong>1-14</strong></td>
<td><strong>Question:</strong> 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?  &lt;br&gt;<strong>Answer:</strong> Skye Hall does not have hazardous materials.</td>
</tr>
</tbody>
</table>

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 (310) 549-8329

(Telephone Number) (Facsimile Number)

jcho@air-tecperform.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.
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

$ 22,249,620.00

(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
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 parentheticals { } and in grey highlight:

\[
\text{\$} \quad 2 \cdot \quad 5 \begin{array}{c} 7 \end{array} \quad 2 \cdot \quad 4 \begin{array}{c} 2 \end{array} \quad X \quad 20 \quad \text{multiplier}
\]

(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.

\[
\begin{array}{c}
\text{Add} \\
\text{\$} \quad 1 \quad 2 \quad 3 \quad 4 \quad 5 \quad 6 \\
\end{array}
\]

\[
\begin{array}{c}
\text{Deduct} \\
\text{\$} \quad 1 \quad 5 \quad 0 \quad 7 \quad 1 \quad 4 \\
\end{array}
\]

\[
\text{No Change: Bidder will perform this Alternate without change to Contract Sum.}
\]

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:
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.

<table>
<thead>
<tr>
<th>Portion of the Work Activity (e.g. electrical, mechanical, concrete)</th>
<th>Name of Business</th>
<th>Location of Business (City)</th>
<th>License No.</th>
<th>DIR Registration No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>air balance</td>
<td>Precision Air Balancers</td>
<td>Anaheim</td>
<td>633805</td>
<td>1000000337</td>
</tr>
<tr>
<td>controls</td>
<td>Sunbelt</td>
<td>Atusa</td>
<td>800423</td>
<td>1000000551</td>
</tr>
<tr>
<td>crane</td>
<td>The Crane Guys</td>
<td>Los Alamitos</td>
<td>967520</td>
<td>1000008224</td>
</tr>
<tr>
<td>electrical</td>
<td>New Vision Elec.</td>
<td>Hermosa Beach</td>
<td>1059587</td>
<td>Pending</td>
</tr>
<tr>
<td>fire alarm</td>
<td>UCI Fire Protection</td>
<td>Rancho Cucamonga</td>
<td>986047</td>
<td>1000000576</td>
</tr>
<tr>
<td>Mech. Demo</td>
<td>Innovative Mechanical Services</td>
<td>Ontario</td>
<td>810868</td>
<td>1000014228</td>
</tr>
<tr>
<td>roofing</td>
<td>Kiss Enterprises</td>
<td>Carson</td>
<td>941468</td>
<td>1000001624</td>
</tr>
<tr>
<td>concrete pads</td>
<td>Devries Construction</td>
<td>San Clemente</td>
<td>786273</td>
<td>1000009563</td>
</tr>
</tbody>
</table>

(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):

<table>
<thead>
<tr>
<th>Classification(s)</th>
<th>License Number</th>
<th>Expiration Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>C20</td>
<td>420650</td>
<td>4/30/2022</td>
</tr>
</tbody>
</table>

(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
(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
(Name of City if within a City, otherwise Name of County)

in the State of California
(State)

on 11/16/21
(Date)

(Signature)
BID BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Clay Dunn Enterprises, 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

By: ________________________________

(Signature)

(Printed Name)

(Title)

SURETY:

The Hanover Insurance Company

By: ________________________________

(Signature)

(Printed Name)

(Title)

Address for Notices:

440 Lincoln Street

Worcester, MA 01653

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

UC MF, Rev. 0, August 1, 2007
UCR Rev. 2012-04-05 MFLF
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 [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

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”) do 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 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, 1881 – 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

[Signatures]

THE COMMONWEALTH OF MASSACHUSETTS
COUNTY OF WORCESTER

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, respectively, 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
COMMONWEALTH OF MASSACHUSETTS
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
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)

(Type of Organization)

(Name of Licensee)

(Classification and License Number)

(Expiration Date)

(Employer Identification Number)

Recommended:
By University’s Representative:

(Signature & Date)

Tameesha Hayes
Project Manager
Planning, Design & Construction

(Signature & Date)

Susan McFadden
Senior Financial Analyst
Planning, Design & Construction

UNIVERSITY:
By The Regents of the University of California:

(Signature & Date)

Drew Hecht, Architect
Director of Project Management
Planning, Design & Construction

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.

June 6, 2011, Revision 4
UCR 2015-02-27
LF & IF:AGRMT
### 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