**AGREEMENT**

THIS AGREEMENT IS

made as of the \_\_\_\_\_\_\_\_\_\_\_\_ day of {\_\_\_\_\_\_\_\_\_\_\_\_\_}, 20{\_\_\_},

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| between University: | THE REGENTS OF THE UNIVERSITY OF CALIFORNIA |
| whose address is: | {ADDRESS} |
| and Contractor: | {CONTRACTOR'S NAME} |
| whose address is: | {ADDRESS} |
| for the Project: | {PROJECT'S NAME} |
| University'sRepresentative is: | {UNIVERSITY REP'S NAME} |
| whose address is: | {ADDRESS} |

University and Contractor hereby agree as follows:

ARTICLE 1 - THE WORK. Contractor shall provide all services, materials, tools, equipment, and labor required to perform and complete all work described in the Contract Documents (the "Work").

ARTICLE 2 - CONTRACT DOCUMENTS. {**EDIT FOLLOWING LIST IF NEEDED. IF INFORMALLY BID, LEAVE AS IS. IF NEGOTIATED, DELETE Request for Bid & Bid Form. IF ADVERTISED, REPLACE "Request for Bid" W/ "Advertisement for Bids"**}"Contract Documents" means Request for Bid, Bid Form, this Agreement, General Conditions, Supplementary Conditions, Exhibits, Specifications, **{IF NO DRAWINGS, DELETE NEXT 4 WORDS}** List of Drawings, Drawings, Addenda numbers \_\_\_\_\_\_\_\_\_, Notice to Proceed, Change Orders, and Notice of Completion.

ARTICLE 3 - THE CONTRACT SUM. Subject to the provisions of the Contract Documents, University will pay to Contractor, for the performance of the Work, (the "Contract Sum").

ARTICLE 4 - CONTRACT TIME. Contractor shall commence the Work on the date specified in the Notice to Proceed and fully complete the Work within calendar days (the "Contract Time"). If Contractor is delayed in the completion of the Work by conditions beyond its control, a Change Order may be issued to make any necessary adjustment of the Contract Time. If the delay is an unreasonable delay caused by University, the Contract Sum may also be adjusted by Change Order.

ARTICLE 5 - LIQUIDATED DAMAGES. **{IF USING LIQUIDATED DAMAGES, YOU MUST ALSO USE COMPESABLE DELAY. MAKE SURE LDs LANGAUGE IS INCLUDED IN THE SUPPLEMENTARY INSTRCTIONS TO BIDDERS).. IF LESS <$50,000, DELETE TEXT AND STATE “Not Used”}** 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 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 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 amount is a reasonable estimate of and a reasonable sum 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. This provision shall not be applicable nor act as a limitation upon University if Contractor abandons the Work. In such event, Contractor shall be liable to University for all losses and damages incurred by University.

**ARTICLE 6 COMPENSABLE DELAY (IF USING LIQUIDATED DAMAGES, YOU MUST ALSO USE COMPESABLE DELAY. USE AMOUT ON BID FORM. IF LESS <$50,000, DELETE**

If Contractor is entitled to an increase in the Contract Sum as a result of a Compensable Delay, determined pursuant to Article 7 of the Supplementary Conditions, the Contract Sum will be increased by the sum of per day for each day for which such compensation is payable.

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

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CONTRACTOR: UNIVERSITY:

 THE REGENTS OF THE

 (Name of Firm) UNIVERSITY OF CALIFORNIA

a UNIVERSITY OF CALIFORNIA, LOS ANGELES

 (Type of Organization)

By: By:

 (Signature) (Signature)

 (Printed Name) (Printed Name)

 (Title) (Title)

California Contractor’s License(s):

 (Name of Licensee)

 (Classification and License Number)

 (Expiration Date)

 (Employer Identification Number)

Attach notary acknowledgment 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.