AGREEMENT

 THIS AGREEMENT is made as of the {          } day of {          }, 20 ,

between University,

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA,

whose facility is: {          }

whose address for notices is: {          }

and Prime Trade Contractor: {          }

whose address for notices is: {          }

for the Project: {          }

University's Representative is: {          }

whose address for notices is: {          }

Contract Documents for the Work Prepared by: {          }

University and Prime Trade Contractor hereby agree as follows:

ARTICLE 1 WORK

Prime Trade Contractor shall provide all work required by the Contract Documents (the “Work”). Prime Trade Contractor agrees to do additional Work arising from changes ordered by the University pursuant to Article 7 of the General Conditions. Prime Trade 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, Preliminary Master Project Schedule, 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 Prime Trade Contractor for the Work (the “Contract”). The Contract constitutes the complete agreement between University and Prime Trade Contractor and supersedes any previous agreements or understandings.

ARTICLE 3 CONTRACT SUM

Subject to the provisions of the Contract Documents University shall pay to Prime Trade Contractor, for the performance of the Work, ${AMOUNT IN FIGURES}, the “Contract Sum”.

The Contract Sum includes the following Alternates accepted by University:

{LIST ALTERNATES}

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

{LIST ALTERNATES, PRICES, AND CHANGES IN CONTRACT TIME}

Unit prices, if any, are as follows:

{LIST ITEMS AND UNIT PRICES}

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

The Contract Time will be the number of days between the date specified for the commencement of work in the Notice to Proceed and the calendar date specified in the bidding documents for the completion of the entire Project. However, the Contract Time will be no less than the number of days between the latest date specified for the commencement of the Prime Trade Contract in the Preliminary Master Project Schedule and the calendar date specified in the bidding documents for the completion of the entire Project and no more than the number of days between the earliest date specified for the commencement of the Prime Trade Contract in the Preliminary Master Project Schedule and the calendar date specified in the bidding documents for the completion of the entire Project.

Prime Trade Contractor shall commence the Work on the date specified in the Notice to Proceed. Prime Trade Contractor shall schedule and execute the Work in accordance with the Master Project Schedule to be developed, maintained and updated by University Representative. Prime Trade Contractor shall fully complete the Work within the Contract Time.

By signing this agreement, Prime Trade Contractor represents to University that the contract time is reasonable for completion of the work and that Prime Trade Contractor will fully complete the Work within the Contract Time, all in accordance with the Master Project Schedule. Time limits stated in the Contract Documents are of the essence of the Contract.

ARTICLE 5 LIQUIDATED DAMAGES

Liquidated damages for the Agreement are {$AMOUNT IN FIGURES} per day for each day that the Project is not completed within the Contract Time, if and only if the failure of the Prime Trade Contractor to comply with the Master Project Schedule contributed, in whole or in part, to the failure to complete the Project within the Contract Time. After Project Substantial Completion, the rate for liquidated damages shall be reduced to the sum of {$AMOUNT IN FIGURES} per day. Liquidated damages shall apply only to delay damages incurred directly by the University; notwithstanding the foregoing, liquidated damages shall not apply to any delay damages incurred by any other Contractor hired by University (including any related indemnity or contribution claims by University) as the result of any delays by Prime Trade Contractor; Prime Trade Contractor (in addition to its liability to University for liquidated damages), is fully liable to such other contractors for any damages actually incurred by them as the result of Prime Trade Contractor delays. See Article 5 of the Agreement for detailed requirements.

University and Prime Trade Contractor agree that if the Project 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 a reasonable sums for such damages. University may deduct any liquidated damages due from Prime Trade Contractor from any amounts otherwise due to Prime Trade Contractor under the Contract Documents. This provision shall not limit any right or remedy of University in the event of any other default of Prime Trade Contractor other than failing to complete the Project within the Contract Time

ARTICLE 6 COMPENSABLE DELAY

If Prime Trade Contractor is entitled to an increase in the Contract Sum as a result of the rate to be paid to Prime Trade Contractor for Compensable Delays, determined pursuant to Articles 7 and 8 of the General Conditions, the Contract Sum will be increased by the sum of $ {AMOUNT IN FIGURES} 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 Prime Trade Contractor hereby represent and warrant to University that this Agreement is duly authorized, signed, and delivered by Prime Trade Contractor.

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

UNIVERSITY:

THE REGENTS OF THE UNIVERSITY OF

CALIFORNIA

{FACILITY}

By:

(Signature)

(Printed Name)

(Title)

PRIME TRADE CONTRACTOR:

(Name of Firm)

a

(Type of Organization)

By:

(Signature)

(Printed Name)

(Title)

California Prime Trade Contractor's License(s):

(Name of Licensee)

(Classification and License Number)

(Expiration Date)

(Employer Identification Number)

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