

AGREEMENT

This AGREEMENT is made on _____, between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA ("University"),

whose address for notices is: Planning, Design & Construction
UNIVERSITY OF CALIFORNIA, RIVERSIDE
900 University Avenue
Riverside, CA 92521

and Contractor: **CONTRACTOR'S NAME**

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

for the Project: **PROJECT NAME**
Project Number: **NUMBER**
University of California, Riverside
County of Riverside
Riverside, California 92521

University's Representative is: **NAME**

whose address for notices is: Planning, Design & Construction
UNIVERSITY OF CALIFORNIA, RIVERSIDE
900 University Avenue
Riverside, CA 92521

University and Contractor hereby agree as follows:

ARTICLE 1 - THE WORK. The term "Work" means all construction, services and other requirements of the Contract Documents as modified by Change Order, whether completed or partially completed, and includes all labor, materials, equipment, tools, and services provided or to be provided by Contractor to fulfill Contractor's obligations. The Work may constitute the whole or a part of the Project.

ARTICLE 2 - CONTRACT DOCUMENTS. "Contract Documents" means **Request for Bids, Instructions to Bidders, Supplementary Instructions to Bidders, Bid Form, Bid Bond, this Agreement, General Conditions, Supplementary Conditions, Exhibits, Specifications, {IF NO DRAWINGS, DELETE NEXT 4 WORDS} List of Drawings, Drawings, Addenda, Notice to Proceed, Change Orders, Notice of Completion, and all other documents identified in this Agreement of which together form the contract between University and Contractor for the Work (the "Contract").**

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

The Contract Sum includes the following Allowances:

List Allowances

The Contract Sum includes the following Alternates accepted by University:

Alternate No. _____

Description .

\$, , .

University reserves the right to accept the following Alternates within {INSERT NUMBER FROM BID FORM} days after the date of this Agreement.

Alternate No. _____

Description .

\$, , .

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 **{CONTRACT TIME}** 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 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 **{\$AMOUNT IN FIGURES}** 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 **{\$AMOUNT IN FIGURES}** 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 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 **{\$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 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):
a _____ (Type of Organization)	_____ (Name of Licensee)
By: _____ (Signature)	_____ (Classification and License Number)
_____ (Print Name)	_____ (Expiration Date)
_____ (Title)	_____ (Employer Identification Number)

Recommended:
 University's Representative

Funds Sufficient:
 Financial Administrative Officer

By: _____
 (Signature)

Name
 Title
 Planning, Design & Construction

 (Print Name & Title)

By: _____
 (Signature)

Susan McFadden
 Senior Financial Analyst
 Planning, Design & Construction

 (Print Name & Title)

UNIVERSITY:
 The Regents of the University of California

By: _____
 (Signature)

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

 (Print Name & Title)

Project	Expenditure Org	Expenditure Type
Task	Award	Funding Source

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.