

Agreement

Cover Sheet and Instructions

APPROVED DOCUMENT – This document is approved by the Office of the President and Office of the General Counsel for use by the Facility and is available on electronic media.

PURPOSE OF DOCUMENT:	Defines the contractual relationship between the Contractor and the Regents, and list the documents that make up contract.				
CROSS-REFERENCE TO FACILITIES MANUAL:	FM4[I]:4.6.1				
CONTENTS:	Agreement				
FOR USE WITH:	✓	Long Form (LF)	✓	Short Form (SF)	Brief Form (BF)
COMPLETED BY:	✓	Filling in	✓	Adding Text	No Data Required
ITS USE IS:	✓	Required		Optional	

NOTE: To use the electronic file of this document, you must go to the “Tools” pull down menu in Microsoft Word, select “Options,” select the “View” tab, and then put a check in the box “Hidden text.” Most instructions and alternate language is displayed in hidden text. Do not print the hidden text for the final document.

Completion Instructions:

1. Blank spaces in the Agreement are left empty when it is issued as a bidding document. These completion instructions apply when the Agreement is prepared for issuance to the contractor with the notice of Selection as the Lowest Responsible Bidder.
2. Notes, suggested text, instructions and other information is formatted using the following methods:
 - Hidden text within brackets. Read the material within the brackets and take the appropriate action (usually inserting text or selecting from a choice of texts.) When printing this document, the default print property will not print the hidden text.
 - Coded instruction within brackets. {This is an example of the format.} The instructions and shading will disappear when the required information is typed.
 - Suggested text is shaded in gray without brackets (see Modification and Additions below.)
3. **Determining the Contract Sum.** In Article 3, determine the Contract Sum by adding together:
 - The Lump Sum Base Bid
 - The accepted Alternates (additive or deductive) at the time of award

Accepted Alternates and Unit Prices become part of the contract by listing them in the Agreement. Alternates accepted at the time of award are listed in the Agreement when the Agreement is prepared

for issuance to the lowest responsible bidder. The alternate price is included in the Contract Sum. Post-award alternates are also listed in the Agreement when the Agreement is prepared for the bidder, but they are not included in the Contract Sum until the alternate is accepted. Fill in the number of days after the date of the Agreement the University may accept reserved Alternates. Once the post-award alternate is accepted, the Contract Sum is adjusted through change order. Actual quantities of units incorporated in the Work, multiplied by the Unit Price shown in the Agreement will increase the Contract Sum only upon Completion of Unit Price Work. The increase in the Contract Sum for Unit Price Work is adjusted through Change Order.

4. **Liquidated Damages.** In Article 5 the sums to be inserted as liquidated damages are the sums previously stated in the Supplementary Instructions to Bidders.

Modifications and Additions:

1. Areas shaded in gray, without brackets, represent suggested text that may be modified by the Facility to meet the needs of the Project. **This is an example of the format.** Ensure that any modified or added text is consistent with the Contract Documents.
2. Unless otherwise stated below, areas not highlighted in gray, without brackets, shall not be altered without approval of the Office of the President.
3. **Assignment of contracts.** When one or more contracts pursuant to an Assignment Agreement is anticipated (see FM[|]:5.4.4), modify the Agreement as follows:
 - In the potential **assignee's** Agreement, add the following paragraph to Article 1, Work, and supply all information within braces:

Contractor hereby consents to University's assignment to this Contract the separate Contract between University and {NAME OF SEPARATE CONTRACTOR} for {NAME OF SEPARATE CONTRACT}.

and add the following paragraph to Article 3, Contract Sum; follow instructions and supply all information within braces:

The Contract Sum includes the total sum of \${AMOUNT IN FIGURES} that is to be paid to the following Contractors pursuant to their respective Assignment Agreements:

{NAME OF SEPARATE CONTRACT}	
{NAME OF SEPARATE CONTRACTOR}	\${AMOUNT IN FIGURES}
{REPEAT AS NECESSARY}	

and following the instructions within braces, change Article 2, Contract Documents, to read:

“ Contract Documents” means the Advertisement for Bids, Instructions to Bidders, Supplementary Instructions to Bidders, Bid Form, this Agreement, the Assignment Agreement for {List name of each separate Contract which will be assigned to this Contract}, 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 of which 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 understanding. The documents may be modified only by Change Order

- In the potential **assignor's** Agreement, add the following paragraph to Article 1, Work, and supply all information within braces:

Contractor hereby consents to University's assignment of this Contract to the {NAME OF CONTRACT} Contractor. Upon said assignment, Contractor agrees (1) to look solely to the {NAME OF CONTRACT} Contractor for the proper performance of this Contract, and (2) that no contractual relationship will thereafter exist between University and Contractor by virtue of this Contract.

and replace the first paragraph in Article 4, Contract Time, with the following text, and supply all information within braces:

Contractor agrees that the Work shall be performed generally within the parameters established in the anticipated construction schedule located in Specifications, Division 1, Section 01310. The final completion date for the {NAME OF CONTRACT} Contract is therein indicated. By entering a Bid and by executing the Agreement, Contractor agrees to comply with the construction schedule developed by the {NAME OF CONTRACT} Contractor. The schedule shall be developed from the guidelines indicated in the anticipated construction schedule found in Section 01310.

And replace Article 5, Liquidated Damages, with the following text, and supply all information within braces:

If {NAME OF CONTRACT} Contractor fails to fully complete its Work on the completion date specified in the anticipated construction schedule (subject to time extensions duly granted in the manner and for the causes specified in the General Conditions), {NAME OF CONTRACT} Contractor shall be assessed liquidated damages in the amount of \${AMOUNT IN FIGURES} per day for each calendar day following the specified completion date that the Work remains incomplete (Saturdays, Sundays, and holidays included).

Contractor agrees to be responsible for any portion of the liquidated damages resulting for completion delays caused by Contractor.

5. **Early Completion Bonus.** When a bonus for early completion is offered to the Contractor (see [I]:5:4:9), make the following modifications and additions:

ARTICLE 8 EARLY COMPLETION BONUS

If Contractor is entitled to an increase in the Contract Sum as a bonus for completion of the Work prior to {date}, the Contract Sum will be increased by the sum of \${AMOUNT IN FIGURES} per day for each day the Work is fully completed prior to {date}. "Completion" means Final

Completion, as specified in the General Conditions, Paragraph 9.8, Final Completion and Final Payment.

6. **Phased Construction and Multiple Liquidated Damages.** When phased construction and multiple liquidated damages is contemplated (see [I]:5.4.17), contact OP for revisions.

Comments:

None

AGREEMENT

THIS AGREEMENT is made as of the { } day of { }, 20{ }, between
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA ("University"),

whose Facility is: University of California, {Facility Name}

whose address for notices is: {Department}
University of California, {Facility Name}
{Street Address}
{City, State, Zip}

and Contractor: {Name}

whose address for notices is: {Street Address}
{City, State, Zip}

for the Project: {Project Name}
University of California
{Facility, County}
{City, State, Zip}

University's Responsible Administrator: {Name & Title }

University's Representative is: {Name & Title}
{Department}

whose address for notices is: University of California
{Street Address}
{City, State, Zip}

Contract Documents for the Work Prepared by: {Name}
{Street Address}
{City, State, Zip}

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, { \$AMOUNT IN FIGURES }, 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, 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

Contractor shall commence the Work on the date specified in the Notice to Proceed and fully complete the work within { NUMBER } 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 {\$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 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 {\$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.

Project Name: { }

Project No.: { }

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

CONTRACTOR:

UNIVERSITY:

(Name of Firm)

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

{FACILITY}

a _____
(Type of Organization)

By: _____
(Signature)

By: _____
(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 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.