

SECTION 01010

SUMMARY OF WORK

1. WORK REQUIRED BY CONTRACT DOCUMENTS

See project documents included in bid set for additional project specifications.

1.1 All fixtures or work listed as existing or tenant supplied shall be excluded from the bid. Items listed as owner are part of this project.

2. CONTRACTOR'S USE OF PROJECT SITE

2.1 Contractor's use of the Project site for the Work and storage is restricted to the areas designated on the Drawings.

3. SURROUNDING SITE CONDITION SURVEY

3.1 Prior to commencing the Work, Contractor, University, and University's Representative shall tour the Project site together to examine and record damage to existing adjacent buildings and improvements. This record shall serve as a basis for determination of subsequent damage due to Contractor's operations and shall be signed by all parties making the tour. Any cracks, sags, or damage to the adjacent buildings and improvements not noted in the original survey, but subsequently discovered, shall be reported to University's Representative.

4. PROTECTION OF EXISTING STRUCTURES AND UTILITIES

4.1 Locate all known existing installations before proceeding with construction operations which may cause damage to such installations. The existing installations shall be kept in service where possible and damage to them shall be repaired with no adjustment of Contract Sum.

4.2 If any other structures or utilities are encountered, request University's Representative to provide direction on how to proceed with the Work.

4.3 If any structure or utility is damaged, take appropriate action to ensure the safety of persons and property.

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SECTION 01012

INFORMATION & PROCEDURES INSTRUCTIONS (RFI)

1. DESCRIPTION

1.1 This Section contains the procedures to be followed by Contractor upon discovery of any apparent conflicts, omissions, or errors in the Contract Documents or upon having any question concerning interpretation.

2. PROCEDURES

2.1 Notification by Contractor:

2.1.1 Submit all requests for clarification or additional information in writing to University's Representative using the Request for Information (RFI) form provided by University's Representative or a similar form approved by University's Representative.

2.1.2 Number RFIs sequentially. Follow RFI number with sequential alphabetical suffix as necessary for each resubmission. For example, the first RFI would be "001." The second RFI would be "002." The first resubmittal of RFI "002" would be "002a."

2.1.3 Limit each RFI to one subject.

2.1.4 Submit a RFI if one of the following conditions occur:

- .1 Contractor discovers an unforeseen condition or circumstance that is not described in the Contract Documents.
- .2 Contractor discovers an apparent conflict or discrepancy between portions of the Contract Documents that appears to be inconsistent or is not reasonably inferred from the intent of the Contract Documents.
- .3 Contractor discovers what appears to be an omission from the Contract Documents that cannot be reasonably inferred from the intent of the Contract Documents.

2.1.5 Contractor shall not:

- .1 Submit an RFI as a request for substitution.
- .2 Submit an RFI as a submittal.
- .3 Submit an RFI under the pretense of a Contract Documents discrepancy or omission without thorough review of the Documents.
- .4 Submit an RFI in a manner that suggests that specific portions of the Contract Documents are assumed to be excluded or by taking an isolated portion of the Contract Documents in part rather than whole.
- .5 Submit an RFI in an untimely manner without proper coordination and scheduling of Work of related trades.

If Contractor submits an RFI contrary to the above, Contractor shall pay the cost of any review, which cost shall be deducted from the Contract Sum.

2.1.6 Contractor shall submit request for information or clarification immediately upon discovery. Contractor shall submit RFIs within a time frame so as not to delay the Contract Schedule while allowing the full response time described below.

2.2 Response Time:

2.2.1 University's Representative, whose decision will be final and conclusive, shall resolve such questions and issue instructions to Contractor within a reasonable time frame. In most cases, RFIs will receive a response within 14 days. If in the opinion of University's Representative more than 14 days is required to prepare a response to an RFI, Contractor will be notified in writing.

2.2.2 Should Contractor proceed with the Work affected before receipt of a response from University's Representative, within the response time described above, any portion of the Work which is not done in accordance with University's Representative's interpretations, clarifications, instructions, or decisions is subject to removal or replacement and Contractor shall be responsible for all resultant losses.

2.2.3 Failure to Agree: In the event of failure to agree as to the scope of the Contract requirements, Contractor shall follow procedures set forth in Article 4 of the General Conditions.

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SECTION 01020

ALLOWANCES

1. NOT USED

SECTION 01051  
PROJECT COORDINATION

1. GENERAL

1.1 Coordinate the Work and do not delegate responsibility for coordination to any Subcontractor.

1.2 Anticipate the interrelationship of all Subcontractors and their relationship with the Work.

1.3 Resolve differences or disputes between Subcontractors concerning coordination, interference, or extent of the Work between sections of the Work.

1.4 Coordinate the Work of Subcontractors so that portions of the Work are performed in a manner that minimizes interference with the progress of the Work.

1.5 Do not obstruct spaces and installations that are required to be clear by Applicable Code Requirements.

1.6 Do not cover any piping, wiring, ducts, or other installations until they have been inspected and approved and required certificates of inspection issued.

1.7 Remove and replace all Work which does not comply with the Contract Documents. Repair or replace any other Work or property damaged by these operations with no adjustment of Contract Sum.

1.8 Coordinate all portions of the Work requiring careful coordination in order to fit in space available. Before commencing such portions of the Work, prepare supplementary Drawings for review by University's Representative.

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SECTION 01080

REGULATORY REQUIREMENTS

1. GENERAL

1.1 The Work shall be performed in accordance with Applicable Code Requirements and applicable requirements of all other regulatory agencies, including, but not limited to, the following:

1.1.1 California Code of Regulations, Title 8, Industrial Safety.

1.1.2 California Code of Regulations, Title 13, Hazardous Materials Transportation.

1.1.3 California Code of Regulations, Title 17, Radiation Safety.

1.1.4 California Code of Regulations, Title 19, Public Safety.

1.1.5 California Code of Regulations, Title 20, Public Utilities and Energy.

1.1.6 California Code of Regulations, Title 21, Public Works.

1.1.7 California Code of Regulations, Title 23, Underground Storage Tank Regulations.

1.1.8 California Code of Regulations, Title 24  
Part 1, Administrative Regulations.  
Part 2, California Building Code.  
Part 3, the California Electrical Code.  
Part 4, the California Mechanical Code.  
Part 5, the California Plumbing Code.  
Part 6, the California Energy Code.  
Part 7, the California Elevator Safety Construction Code.  
Part 8, the California Historical Building Code.  
Part 9, the California Fire Code.  
Part 12, State Referenced Standards Code.

1.1.9 California Code of Regulations, Title 25, Housing and Community Development.

1.1.10 California Code of Regulations, Title 26, Toxics.

1.1.11 National Fire Protection Association (NFPA), "Life Safety Code," NFPA 101 (for hospital projects only).

1.2 Unless otherwise specified, specific references to codes, regulations, standards, manufacturers' instructions, or requirements of regulatory agencies, when used to specify requirements for materials or design elements, shall mean the latest edition of each in effect at the date of submission of bids, or the date of the Change Order or Field Order, as applicable.

2. CONFLICTS

2.1 If a conflict exists between referenced regulatory requirements or between referenced regulatory requirements and the Contract Documents, Contractor shall notify University's Representative and request that the conflict be resolved.

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SECTION 01500

CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

1. PROTECTION OF EXISTING STRUCTURES AND UTILITIES

1.1 The Drawings show, if applicable, existing above and below grade structures, drainage lines, storm drains, sewers, water, gas, electrical, hot water, and other utilities which are known to University.

1.2 Locate all known existing installations before proceeding with construction operations which may cause damage to such installations. Existing installations shall be kept in service where possible and damage to them shall be repaired with no adjustment of Contract Sum.

1.3 If any other structures or utilities are encountered, request University's Representative to provide direction on how to proceed with the Work.

1.4 If any structure or utility is damaged, take appropriate action to ensure the safety of persons and property.

2. INTERRUPTION OF BUILDING SERVICES

2.1 Obtain University's approval at least 7 days prior to any service shutdown or cutover. University may authorize overtime if the Work must be performed during overtime hours.

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SECTION 01565

HAZARDOUS MATERIALS PROCEDURES

1. HAZARDOUS MATERIALS PROCEDURES

1.1 Except as otherwise specified, in the event Contractor encounters on the Project site material reasonably believed to be asbestos, polychlorinated biphenyl (PCB), or other hazardous materials which have not been rendered harmless, Contractor shall immediately stop Work in the area affected and report the condition to University and University's Representative in writing. The Work in the affected area shall not thereafter be resumed except by written agreement of University and Contractor if in fact the material is asbestos, PCB, or other hazardous materials and has not been rendered harmless. The Work in the affected area shall be resumed in the absence of asbestos, PCB, or other hazardous materials, or when such materials have been rendered harmless.

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SECTION 01600

MATERIAL AND EQUIPMENT

1. GENERAL

1.1 All material and equipment incorporated in the Work shall be:

1.1.1 New.

1.1.2 In condition acceptable to University's Representative.

1.1.3 Suitable for intended use.

1.2 Keep materials clean, dry, and undamaged.

2. TRANSPORTATION AND HANDLING

2.1 Deliver manufactured products in their original unbroken containers or bundles, clearly labeled with manufacturer's name, brand, and grade seal or model number.

2.2 Handle materials and equipment in a manner to avoid damage to products and their finishes.

2.3 Promptly remove damaged or defective products from the Project site and replace with no adjustment of Contract Sum.

3. STORAGE AND PROTECTION

3.1 Store manufactured products in accordance with manufacturers' instructions and with seals and labels intact and legible.

3.1.1 Store products subject to damage by the elements in weathertight enclosures.

3.1.2 Maintain temperature and humidity in accordance with manufacturers' recommendations.

3.2 Exterior Storage:

3.2.1 Store materials and equipment above ground on blocking or skids to prevent soiling, staining, and damage.

3.2.2 Cover products which are subject to damage by the elements with impervious protective sheet coverings. Provide adequate ventilation to prevent condensation.

3.2.3 Store sand, rock, or aggregate material in a well-drained area on solid surfaces to prevent mixing with foreign matter.

3.3 Arrange storage to allow adequate inspection.

3.4 Periodically inspect stored products to assure that products are maintained under specified conditions and are free from damage and deterioration.

3.5 Protection After Installation:

3.5.1 Prevent damage to materials and equipment.

3.5.2 Use whatever protective materials or methods are necessary to prevent damage to installed products from traffic, construction operations, and weather. Remove protection when no longer required.

3.5.3 Maintain temperature and humidity conditions in interior spaces for the Work in accordance with manufacturers' instructions for the materials and equipment being protected.

4. UL LABEL

4.1 Materials and equipment, for which Underwriters' Laboratories, Inc. standards have been established and their label service is available, shall bear the appropriate UL Label.

5. MANUFACTURERS' TRADE MARKS AND NAMES

5.1 University's Representative reserves the right to review and request the removal or redesign of manufacturers' trade marks and names on items of materials and equipment which will be exposed to view in the completed Work. Such removal or redesign shall be with no adjustment of Contract Sum.

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SECTION 01630

PRODUCT OPTIONS AND SUBSTITUTIONS

1.1 General Provisions Regarding Specification Of Products, Material or Equipment By Brand Or Trade Name.

1.1.1 Products, material or equipment specified by both brand or trade name and model number are approved for use, provided that Contractor complies with all Contract requirements. Specification of a product, material or equipment by brand or trade name and model number is not a representation or warranty that the product, material or equipment can be used without modification, to meet the requirements of the plans and specifications; Contractor shall, at its sole cost, modify such products, material, or equipment so that they comply with all requirements of the plans and specifications.

1.1.2 The first-named product, material or equipment specified by brand or trade name and model number is the basis for the Project design and the use of any item other than the first-named one may require modifications of that design. If Contractor uses any product, material or equipment other than the first-named one, Contractor shall, at its sole cost:

.1 Make all revisions and modifications to the design and construction of the Work necessitated by the use the product, material or equipment.

.2 Be responsible for all costs of any changes resulting from the use of the product, material or equipment including without limitation, costs or changes which affect other parts of the Work, the work of Separate Contractors, or any other property or operations of the University.

1.1.3. When a product, material or equipment specified by brand or trade name is followed by the words "or equal," a substitution may be permitted if the substitution is equal to or superior to the first-named product, material or equipment in quality, utility and appearance and if the substitution complies with all other requirements of the plans and specifications.

1.1.4 A product, material or equipment specified by brand or trade name followed by the words "or equal, no known equal," signifies that University does not have sufficient knowledge to specify a product, material or equipment, other than the one specified by brand or trade name, that is suitable for use on the Project. The use of the words "no known equal" is not intended to discourage substitution requests in accordance with the requirements specified herein.

1.1.5 When catalog numbers and specific brands or trade names not followed by the designation "or equal" are used in conjunction with a product, material or equipment required by the specifications, substitutions will not be allowed and the named product, material or equipment must be used.

1.1.6 Specification of a product, material or equipment by brand or trade name and model number is not a representation or warranty that the product, material or equipment is available; Contractor should confirm, prior to submitting its Bid, the availability of any product, material or equipment specified by brand or trade name and model number.

1.2. Special Requirements For Products, Material Or Equipment, Other Than The First-Named Product, Material Or Equipment, Specified By Both Brand Or Trade Name And Model Number.

1.2.1 In addition to complying with all other submittal requirements of the Contract, submit within 70 days after the date of commencement specified in the Notice to Proceed, for review and approval by the University's Representative, Contractor prepared specifications and drawings, including design and engineering calculations, prepared by an appropriate licensed professional,

depicting all revisions and modifications to the design and construction of the Work necessitated by the use of the product, material or equipment. If no revisions or modifications are necessary, submit within 70 days after the date of commencement specified in the Notice to Proceed, a written representation that no revisions or modifications to the design or construction of the Work are necessitated by the use of the product, material or equipment. Contractor shall utilize the first-named product, material or equipment if Contractor fails to make the appropriate required submittal pursuant to this paragraph within the 70-day period.

1.2.2 A product, material or equipment, other than the first-named product, material or equipment, specified by both brand or trade name and model number may be used if no revisions or modifications to the design or construction of the Work are necessitated by the use of the product, material or equipment. If such revisions or modifications are necessary, the product, material or equipment may be used only if the revisions or modifications are approved in writing by the University's Representative. Contractor has the burden of demonstrating, through the procedures specified herein, that any such revisions or modifications will not be detrimental to the quality, utility or appearance of the Project or any portion of the Project. The University's Representative may refuse to approve any such proposed revisions or modifications where, in the reasonable opinion of the University's Representative, Contractor has failed to demonstrate, through the procedures specified herein, that the revisions or modifications are not detrimental to the quality, utility or appearance of the Project or any portion of the Project.

### 1.3. Special Requirements For Substitutions.

1.3.1 In addition to complying with all other submittal requirements of the Contract, submit written data demonstrating that the proposed substitution is equal to or superior to the first-named product, material or equipment in quality, utility and appearance and otherwise complies with all requirements of the plans and specifications, including:

- .1 Complete technical data including drawings, performance specifications, samples, and test reports of the article proposed for substitution.
- .2 Statement by Contractor that the proposed substitution is in full compliance with the requirements of the Contract Documents and Applicable Code Requirements.
- .3 List of Subcontractors, if any, that may be affected by the substitution.
- .4 Contractor prepared specifications and drawings, including design and engineering calculations, prepared by an appropriately licensed professional, depicting all revisions and modifications to the design and construction of the Work necessitated by the use of the substitution. If no revisions or modifications are necessary, submit a written representation that no revisions or modifications to the design or construction of the Work are necessitated by the use of the product, material or equipment.

1.3.2 At the request of and within the timeframes specified by the University's Representative:

- .1 Submit samples as deemed necessary by the University's Representative to evaluate the proposed substitution.
- .2 Submit proposed substitution to tests deemed necessary by the University's Representative to evaluate the proposed substitution. Such tests shall be made by an independent Testing Laboratory and at the sole expense of Contractor, after review and approval of the test procedures by University's Representative. If re-testing is deemed necessary by the University's Representative to evaluate the proposed substitution, such re-testing shall be made by an independent Testing Laboratory at the sole expense of the Contractor.

.3 Provide any additional information deemed necessary by the University's Representative to evaluate the proposed substitution.

1.3.3 If University's Representative, in reviewing a proposed substitution, requires revisions or corrections to be made to previously accepted shop drawings and supplemental supporting data to be resubmitted, Contractor shall do so within the time period specified by the University's Representative. A proposed substitution may be rejected if Contractor fails to submit such revisions, corrections, or supplemental supporting data within the specified time period.

1.3.4 Except for products, material or equipment designated in the Bidding Documents for evaluation of substitutions prior to award, requests for substitution, including the data required by Paragraph 1.3.1, must be submitted to the University's Representative not later than 35 days after the date of commencement specified in the Notice to Proceed. No requests for substitutions of products, material or equipment subject to the 35-day deadline shall be considered unless the request and supporting data is submitted on or before the deadline, except those deemed, in University's Representative's sole opinion, to be necessary because (i) previously specified or approved manufactured products, material or equipment are no longer manufactured, (ii) of University initiated change orders, or (iii) it is in the best interest of University to accept such substitution.

1.3.5 If a product, material or equipment is designated in the Bidding Documents for evaluation of substitutions prior to award, then a request for substitution of the product, material or equipment, including the data required by Paragraph 1.3.1, must be submitted by the deadline specified in the Bidding Documents. Because of time constraints, only one submittal will be allowed for each such substitution request. Requests for substitutions of products, material or equipment designated for evaluation prior to award may not be made after the deadline specified in the Bidding Documents, and such requests shall not be considered unless the request and supporting data is submitted on or before the deadline specified in the Bidding Documents. Notwithstanding the foregoing, the University may consider, after award of the Contract, requests for substitution of a product, material or equipment designated for evaluation prior to award where, in University's Representative's sole opinion, a substitution is necessary because (i) previously specified or approved manufactured products, material or equipment are no longer manufactured, (ii) of University initiated change orders, or (iii) it is in the best interest of University to accept such substitution.

1.3.6 In reviewing the supporting data submitted for substitutions, University's Representative will use, for purposes of comparison, all the characteristics of the specified material or equipment as they appear in the manufacturer's published data even though all the characteristics may not have been particularly mentioned in the Specifications. If more than 2 submissions of supporting data are required, the cost of reviewing the additional supporting data shall be at Contractor's expense.

1.3.7 Contractor has the burden of demonstrating, through the procedures specified herein, that its proposed substitution is equal to or superior to the first-named product, material or equipment in quality, utility and appearance and complies with all other requirements of the plans and specifications. If revisions or modifications to the design or construction of the work are necessitated by the use of the substitution, Contractor also has the burden of demonstrating, through the procedures specified herein, that the use of the substitution will not be detrimental to the quality, utility or appearance of the Project or any portion of the Project.

1.3.8 The University's Representative may refuse to approve any requested substitution where, in the reasonable opinion of the University's Representative, Contractor has failed to demonstrate, through the procedures specified herein, that the proposed substitution is equal to, or superior to, the first-named product, material or equipment, in quality, utility and appearance and that the proposed substitution complies with all other requirements of the plans and specifications.

1.3.9 University's Representative may reject any substitution not proposed in the manner and within the time limits prescribed herein.

1.3.10 Substitutions are not allowed unless approved in writing by the University's Representative. Any such approval shall not relieve Contractor from the requirements of the Contract Documents.

1.3.11 The 35-day and 70-day submittal periods do not excuse Contractor from completing the Work within the Contract Time or excuse Contractor from paying liquidated damages if Final Completion is delayed.

1.3.12 If revisions or modifications to the design or construction of the Work are necessitated by the use of a substitution, the substitution may be used only if the revisions and modifications are approved in writing by the University's Representative. The University's Representative may refuse to approve any such proposed revisions or modifications where, in the reasonable opinion of the University's Representative, Contractor has failed to demonstrate, through the procedures specified herein, that the revisions or modifications are not detrimental to the quality, utility and appearance of the Project or any portion of the Project.

1.3.13. If a substitution request is finally rejected by the University Representative, Contractor shall furnish and install:

- .1 the first-named product, material, or equipment; or
- .2 a product, material, or equipment, other than the first-named product, material or equipment, specified by both brand or trade name and model number, provided Contractor complies with the submittal requirements (including deadlines) of specification section 01630-1.2

END OF SECTION

SECTION 01740

GUARANTEES, WARRANTIES, BONDS, SERVICE & MAINTENANCE CONTRACTS

1. GENERAL

1.1 Guarantees from Subcontractors shall not limit Contractor's warranties and guarantees to University. Whenever possible, Contractor shall cause warranties of Subcontractors to be made directly to University. If such warranties are made to Contractor, Contractor shall assign such warranties to University prior to final payment.

2. FORM OF GUARANTEE

2.1 Submit written guarantees, in the form contained at the end of this SECTION.

3. SUBMITTAL REQUIREMENTS

3.1 Assemble required guarantees, bonds, and service and maintenance contracts.

3.2 Number of original signed copies required: 2 each.

3.3 Table of Contents: Neatly typed and in orderly sequence. Provide complete information for each item as follows:

3.3.1 Product or Work item.

3.3.2 Firm name, address, and telephone number; and name of principal.

3.3.3 Scope.

3.3.4 Date of beginning of guarantee, bond, or service and maintenance contract.

3.3.5 Duration of guarantee, bond, or service and maintenance contract.

3.3.6 Contractor's name, address, and telephone number; and name of principal.

3.3.7 Provide information for University's personnel:

.1 Proper procedure in case of failure.

.2 Circumstances which might affect the validity of guarantee or bond.

4. FORM OF SUBMITTALS

4.1 Prepare in duplicate packets.

4.2 Format:

4.2.1 Size 8 1/2-inch x 11-inch sheets punched for 3-ring binder. Fold larger sheets to fit into binders.

4.2.2 Identify each packet on the cover with typed or printed title, "GUARANTEES AND BONDS," and the following:

.1 Title of Project.

.2 Name of Contractor.



4.3 Binders: Commercial quality, 3-ring, with durable and cleanable plastic covers.

5. TIME OF SUBMITTALS

5.1 Within 10 days after date of Substantial Completion, prior to request for final payment.

5.2 For Work activities, where Final Completion is delayed materially beyond the date of Substantial Completion, provide updated submittal within 10 days after Final Completion, listing the date of Final Completion as the start of the Guarantee To Repair Period.

6. SUBMITTALS REQUIRED

6.1 Submit guarantees, bonds, and service and maintenance contracts specified in the individual SECTIONS.

GUARANTEE

Project Name: \_\_\_\_\_

Date: \_\_\_\_\_

Project Location: \_\_\_\_\_

Project Number: \_\_\_\_\_

GUARANTEE FOR \_\_\_\_\_ (the "Contract"), between The  
(Specification SECTION and Contract No.)

Regents of the University of California ("University") and

\_\_\_\_\_ ("Contractor").

\_\_\_\_\_  
(Name of Contractor or Subcontractor)

hereby guarantees to University that the portion of the Work described as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

which it has provided for the above referenced Project, is of good quality; free from defects; free from any liens, claims, and security interests; and has been completed in accordance with Specification SECTION \_\_\_\_\_ and the other requirements of the Contract.

The undersigned further agrees that, if at any time within \_\_\_\_\_ months after the date of the guarantee the undersigned receives notice from University that the aforesaid portion of the Work is unsatisfactory, faulty, deficient, incomplete, or not in conformance with the requirements of the Contract, the undersigned will, within 10 days after receipt of such notice, correct, repair, or replace such portion of the Work, together with any other parts of the Work and any other property which is damaged or destroyed as a result of such defective portion of the Work or the correction, repair, or replacement thereof; and that it shall diligently and continuously prosecute such correction, repair, or replacement to completion.

In the event the undersigned fails to commence such correction, repair, or replacement within 10 days after such notice, or to diligently and continuously prosecute the same to completion, the undersigned, collectively and separately, do hereby authorize University to undertake such correction, repair, or replacement at the expense of the undersigned; and Contractor will pay to University promptly upon demand all costs and expenses incurred by University in connection therewith.

Project Name: Franklin Street Café

Project No.: 3079349

SUBCONTRACTOR

Signed: \_\_\_\_\_ Title: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Contractor License Classification and Number: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

CONTRACTOR

Signed: \_\_\_\_\_ Title: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

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