

PROJECT/PRR: PROJECT NUMBER

PO #: _____

BRIEF FORM AGREEMENT

This Agreement is made between The Regents of the University of California ("University"), whose representative and address for notices is: Capital Projects, University of California at Berkeley, 1936 University Avenue, Room 250, Berkeley, California 94704-7027, and **CONTRACTOR'S NAME**. ("Contractor") located at **CONTRACTOR'S ADDRESS, CA ZIP-CODE** for the Project located at **PROJECT NAME**.

University and Contractor hereby agree as follows:

ARTICLE 1 - WORK. Contractor shall **SCOPE OF WORK** and 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. "Contract Documents" means this the Request for Bid and Bid Form, this Agreement, General Conditions, Supplementary Conditions, Exhibits, Specifications, List of Drawings, Drawings, Addenda, Notice to Proceed, Change Orders, Field Orders and Notice of Completion, (all if applicable.)

ARTICLE 3 - CONTRACT SUM. Subject to the provisions of the Contract Documents, University will pay to the Contractor, for the performance of the Work, **Four Hundred Forty Six & 0/100 Dollars (\$446.00)** which amount shall include any taxes unless otherwise specified.

ARTICLE 4 - CONTRACT DATE AND TIME. Contractor shall commence the Work on: **4th day of March, 2002** and fully complete the work within **Sixty (60)** 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 this Contract is greater than \$10,000, liquidated damages in the amount of **XXX** dollars (**\$\$\$**) per day shall apply each calendar day that Contractor fails to deliver the Work after the expiration of the Contract Time, it being understood and agreed that University's damages would be extremely difficult or impractical to determine and that the above stipulated liquidated amount is a reasonable estimate of and a reasonable sum for such damages.

This Agreement shall become effective upon Contractor execution.

UNIVERSITY:

The Regents of the University of California
Berkeley Campus

By: _____
(Signature of Project Manager) (Date)

PM Name _____
(Printed Name) (Title)

By: _____
(Signature of Contract Administrator) (Date)

CA Name _____ **Contract Administrator**
(Printed Name) (Title)

JOHN SMITH INC. Proposal **02/02/03**
Contractor's Proposal (Date)

All work shall be performed in accordance with the Terms and Conditions of MOU #_____.

Revised 4-4-07

CONTRACTOR:

JOHN SMITH INC. _____
(Name of Firm)

Corporation _____
(Type of Organization)

By: _____
(Signature) (Date)

JOHN SMITH _____
(Printed Name)

President _____
(Title)

California Contractor's License(s):

JOHN SMITH INC. _____
(Name of License)

B-XXXXX _____
(Classification and License Number)

02/2003 _____
(Expiration Date)

Employer Identification Number: (_____)

BRIEF FORM CONTRACT - GENERAL CONDITIONS

ARTICLE 1 - SUBCONTRACTORS. Contractor shall provide to Owner for approval, prior to commencement of the Work, a list of all subcontractors to be used to perform the Work. No substitution of subcontractors shall be made without Owner's consent.

ARTICLE 2 - CHANGES IN THE WORK. Owner may order changes in the Work. Contractor shall not make any change in the Work or be entitled to any adjustment of the Contract Sum or Contract Time, except as provided in a written Field Order or Change Order signed by Owner. A Field Order may be issued by Owner without Contractor's signature to order a change in the Work before all of the terms of the change are fully agreed upon by Owner and Contractor.

ARTICLE 3 - PAYMENT. Owner will pay to Contractor the amount of the application for payment approved by Owner within twenty (20) calendar days after receipt of Contractor's application for payment and supporting data required by Owner. Owner reserves the right to withhold payments for Defective Work, stop notices, third party claims, failure to pay subcontractors or suppliers, amounts owing by Contractor to Owner, or as otherwise provided by the Contract Documents. Final payment shall be conditioned upon Contractor's release of all liens.

ARTICLE 4 - RESOLUTION OF CLAIMS. Unresolved claims between Owner and Contractor, for which prompt written notice has been given followed by adequate supporting data within a reasonable time, shall be settled by mediation, if agreed to by both parties, or by arbitration conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. Unless otherwise directed by Owner, Contractor shall proceed with the Work regardless of any dispute or claim.

ARTICLE 5 - PROTECTION OF PERSONS AND PROPERTY. Contractor shall take adequate precautions for the safety and protection of persons and property in the areas of the Work.

ARTICLE 6 - DELAYS. If Owner determines that Contractor has been delayed in the Work due to causes beyond the control and without the fault or negligence of Contractor, Owner may extend the time for completion of the Work when promptly applied for in writing by Contractor; any extension granted shall be effective only if given by Owner in writing. Sole remedy of Contractor in the event of delay by failure of Owner to perform shall be limited to money actually and necessarily expended in the Work during the period of delay, solely by reason of the delay. No allowance will be made for anticipated profits.

ARTICLE 7 - INDEMNIFICATION BY CONTRACTOR. Contractor shall indemnify, defend, and hold Owner harmless from and against all losses, expenses (including attorney's fees), damages, and liabilities of any kind resulting from or arising out of this Agreement and/or Contractor's performance hereunder, provided such losses, expenses, damages and liabilities are due to or claimed to be due to the negligent or willful acts or omissions of Contractor, its officers, employees, agents, subcontractors, or anyone directly or indirectly employed by them, or any person under Contractor's direction and control.

ARTICLE 8 - INSURANCE. Contractor shall furnish and maintain insurance in the coverages and amounts specified in the Supplementary Conditions. Contractor shall require all subcontractors to maintain worker's compensation and employer's liability insurance. Certificates in the form attached for all required insurance shall be completed and submitted to Owner prior to Owner signing the Agreement.

ARTICLE 9 - CORRECTION OF DEFECTIVE WORK. "Defective Work" means any Work or portion thereof which is defective or otherwise does not conform with the requirements of the Contract Documents. For the period of one (1) year after (A) Beneficial Occupancy or (B) the date of final completion of the Work or any longer period specified in the Contract Documents, Contractor shall, within ten (10) calendar days after receipt of notice from Owner (1) correct any Defective Work to Owner's satisfaction and (2) replace any other property which is damaged by the correction of Defective Work.

ARTICLE 10 - TERMINATION. Owner reserves the right to terminate this Contract for violation of any provisions herein or for performance of Work which remains uncorrected or unacceptable to Owner.

ARTICLE 11 - CONSTRUCTION BY OWNER OR SEPARATE CONTRACTORS. Owner may perform work on the Project site with Owner's own forces or with separate contractors.

ARTICLE 12 - AFFIRMATIVE ACTION PROGRAM. Contractor shall comply with the requirements of the Affirmative Action Program.

ARTICLE 13 - STATUTORY REQUIREMENTS. Contractor shall perform the Work in accordance with all laws, statutes, the most recent building codes, ordinances, rules, regulations, and lawful orders of all public authorities having jurisdiction over Contractor, Owner, or the Project, including, without limitation, the following:

1. **Nondiscrimination.** Contractor shall not willfully discriminate against any employee or applicant for employment because of race, color, religion, sex, age, ancestry, national origin, local custom, habit, sexual orientation, handicap, veteran's status, medical condition (as defined in Section 12926 of the State of California Government Code), marital status, or citizenship (within the limits imposed by law or Owner's policy). Contractor and all subcontractors shall give written notice of their nondiscrimination obligations under the Contract Documents to all labor organizations with which they have collective bargaining or other agreement.
2. **Prevailing Wages.** Contractor and all subcontractors shall pay prevailing per diem wages and comply with all requirements of State California Labor Code Section 1770, and the applicable sections that follow including Section 1775.
3. **Payroll Records.** Contractor shall, and cause all subcontractors to, keep accurate payroll records and comply with all requirements of State of California Labor Code Section 1776.
4. **Apprentices.** Contractor shall, and cause all subcontractors to, comply with all requirements of State of California Labor Code Sections 1777.5, 1777.6 and 1777.7 and State of California Code of Regulations, Title 8, Section 200, and the applicable sections that follow, regarding apprentices.
5. **Work Day.** Contractor shall not permit any worker to labor more than eight (8) hours during any one (1) calendar day or more than forty (40) hours during any one (1) calendar week, except as permitted by law and in accordance with conditions provided by law. Contractor shall forfeit to Owner as a penalty, twenty-five dollars (\$25.00) for each worker employed in the execution of the Work by Contractor or any subcontractor, for each calendar day during which each worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) calendar week in violation of the provisions of any law of the State of California. Contractor and each subcontractor shall keep or cause to be kept an accurate record showing the actual hours worked each calendar day and each calendar week by each worker employed on the Project, which record shall be kept open at all reasonable hours to the inspection of Owner, its officers and agents, and to the inspection of the appropriate enforcement agency of the State of California.

ARTICLE 14 - RIGHT TO AUDIT. Owner and entities designated by Owner shall have the right to inspect, copy, and audit all books and records of Contractor relating to the work. Contractor shall preserve all such books and records for a period of at least three (3) years after the date of final payment to contractor.

BRIEF FORM CONTRACT - SUPPLEMENTARY CONDITIONS

1. **TYPES OF INSURANCE:**
Minimum Requirement
 1. **COMPREHENSIVE OR COMMERCIAL FORM GENERAL LIABILITY -** covering bodily injury, personal injury, property damage, and contractual liability (if on "claims made" basis, coverage shall survive not less than three (3) years after termination of contract).

| | |
|--|-------------|
| Each Occurrence- combined single limit for bodily injury and property damage | \$1,000,000 |
| Products - Completed Operations Aggregate | \$1,000,000 |
| Personal and Advertising Injury | \$1,000,000 |
| General Aggregate - not applicable to Comprehensive Form | \$1,000,000 |
 2. **BUSINESS AUTOMOBILE LIABILITY-** \$1,000,000 covering owned, hired, leased, and non-owned automobiles, and proving bodily injury and property damage coverage. Limits of liability shall be per occurrence, combined single limit.
 3. **WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY -** (as required by Federal and State of California Law).
2. **GENERAL INFORMATION:** Evidence of insurance is required from all contractors prior to starting work at the University. The limits vary depending on the type of work involved. Although evidence, normally a certificate of insurance, is not required until a contract is awarded, it is easier if that evidence is already on file with the FACILITIES SERVICES OFFICE at the contractor's normal limits. This will enable contractors to be considered for urgent projects where there may be enough time to wait for an insurance certificate.
3. **CERTIFICATE FORM:** The attached University insurance certificate is required for use as it covers all University requirements. However, if an insurance company will not use the University form and the work cannot wait for the time required to get the insurance company to use the required form, an ACORD Form or other certificate may be used if the following items are included:
 1. Certificate Holder - This must read "The Regents of the University of California", et al; Berkeley Campus
 2. Description of Operations - This should read "All Operations including products and completed operations".
 3. Cancellation - Revised to read as follows: "Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail 30 days written notice to the certificate holder named to the left.
 4. Additional Insured - The Regents of the University of California, et al, shall be named as an additional insured for all policies, but only with respect to the negligent acts or omissions of the contractor, its officers, agents, employees, subcontractors, or any one directly or indirectly employed by them or any other person or persons under its direction and control.
 5. Policies - Evidence of Commercial General Liability Business Automobile Liability, and Workers Compensation must be shown with limits, name of insurance company, policy number, and expiration date of each policy.
4. **PAYMENT BOND:** For Contracts of \$25,000 or more, Contractor shall furnish a payment bond in the amount of the Contract Sum. The bond shall be effective as of the date of the Agreement, in the form attached and issued by a surety approved by the Owner.
5. **BENEFICIAL OCCUPANCY:** Owner reserves the right, at its option and convenience to occupy or otherwise make use of all or any part of the Work ("Beneficial Occupancy") prior to completion of the Work and upon ten (10) calendar days written notice to Contractor. Beneficial Occupancy shall be on the following conditions:
 1. Owner will use its best efforts to prevent its Beneficial Occupancy from interfering with Contractor's completion of the Work.
 2. Contractor shall not be required to repair damage caused by Owner in its Beneficial Occupancy.
 3. Owner will pay utility costs for that part of the Work it occupies, but there shall be no other added cost to Owner due to Beneficial Occupancy.
 4. Contractor shall continue to maintain all insurance required under this Contract.
6. **ACCOUNTING INFORMATION:** Mail All Invoices to:

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|---------------------------------------|
| The University of California-Berkeley |
| Capital Projects |
| 1936 University Avenue, Room #280 |
| Berkeley, CA 94704-7027 |
| Attn: Accounting Unit |

BRIEF FORM CONTRACT - GENERAL REQUIREMENTS

1. **SCOPE OF WORK:** Furnish all labor, material, equipment, and supervision required to perform Work.
2. **LOCATION:** The work shall be performed at location described in the Agreement at University of California, Berkeley.
3. **DEFINITIONS OF TERMS USED:**
 - A. Owner: The Regents of the University of California
 - B. Owner's Representative: University Project Manager
Capital Projects, University of California, Berkeley
1936 University Avenue, 2nd Floor, Berkeley, CA 94704-7027
Telephone: (510) 643-5028
4. **CODES AND REGULATIONS:**
 - A. The installation shall be in accordance with all applicable laws, rules and regulations of the State of California and the U.S. Government.
 - B. Where codes and regulations conflict with the specifications the more stringent shall apply and such conflict shall be brought to the immediate attention of the Owner's Representative. The Contractor shall furnish any extra work or materials required to comply with the codes and regulations whether such work or materials are shown or specified.
5. **WORK HOURS:** The normal work week, unless otherwise approved by the Owner's Representative, shall be Monday through Friday only, and commencing no earlier than 8:00 am, ending no later than 5:00 pm.
6. **NO SMOKING IN CAMPUS BUILDINGS:** Owner has adopted a no-smoking provision in all campus buildings. The Contractor, his/her forces and his/her employees will observe this requirement while performing work in Owner's buildings.
7. **PARKING & ACCESS TO SITE:**
 - A. Vehicular access to the site is not shown on plans and shall be by routes on University property and project site as designated by Project Manager and Parking & Transportation Office.
 - B. Contractor shall confine operations at the Project site to areas permitted by law, ordinances, permits, and the Contract Documents. Contractor shall not unreasonably encumber the Project site with materials or equipment. Insofar as feasible, the Project shall not interfere with accessible routes on campus; barricades shall be placed around the construction site; and in the event that accessible routes are interfered with, alternative routes as close to accessible as feasible shall be provided.
 - C. The Contractor is responsible for complying with University regulations regarding on-campus parking and vehicle access to the campus. The Contractor is responsible for purchasing and obtaining campus parking permits as required and allowed.
 - D. Due to limited number and high demand of campus parking spaces, contractor parking will be negotiated on project-specific basis. Parking for construction vehicles may be accommodated, if possible, in approved locations. Parking is not assured. Construction vehicles are defined as vehicles specifically required to be in immediate proximity to the construction site in order to perform the work. In these cases, the Contractor may be allowed to purchase a maximum of two (2) parking permits. All permitted vehicles must be properly parked in marked and/or designated spaces. Parking permits will be issued based on availability, for a duration to be determined by Project Manager and Parking & Transportation Office.
 - E. Campus Parking Permit Procurement Procedures: Parking Permit Requests shall be submitted to the Project Manager for processing by the Parking & Transportation Office. Contractor shall pay for permits. Permits will be issued by Parking Administration, 2150 Kittridge Street, 1st Floor, Berkeley, CA 94720-5740, (510) 643-7701.
 1. All vehicles parked on University's property must properly and visibly display a valid University parking permit unless specifically exempted. Violators are subject to citation and/or towing. Parking & Transportation is the enforcement agency.
 2. All vehicles must observe posted hours of control, permit requirements and parking instructions.
 3. Overnight parking is not permitted on University property.
 4. Access to the site may be revoked for violations of University traffic regulations, including speed limits and parking restrictions

- F. Construction Worker Commuter Vehicles: Commuter vehicles for construction workers will not be allowed in campus parking spaces. Parking for construction workers' commuter vehicles is not provided by the University. Contractor is encouraged to promote and consider alternative modes of travel to the campus including carpooling and public transit systems. The Contractor is responsible for arranging off-campus parking for his own forces and those of his subcontractors.
8. TEMPORARY CONSTRUCTION UTILITIES:
- A. Owner shall provide and pay for power and water required during the project. The Contractor shall be responsible for providing temporary facilities required to delivery such utility services from their existing location in the building to point of intended use.
 - B. Contractor shall verify characteristics of power available in building. Where power of different voltage or phases of current is required. Contractor shall be fully responsible for providing such service and shall pay all costs required therefore.
 - C. Contractor shall furnish, install and maintain temporary electric lights wherever necessary to provide illumination for proper performance or observation of the work.
 - D. If required, Contractor shall use backflow preventers on water at point of connection to Owner's water supply.
9. CARE OF EXISTING FACILITIES:
- A. Contractor shall be responsible for repair or replacement of existing facilities including any landscaping, paving, roads, sidewalks and gutters damaged as a result of the performance of this work. Any facilities or finishes damaged shall be repaired ore replaced by Contractor at no additional cost to Owner, with materials and workmanship equivalent to that employed in executing the original work and to the Owner' Representative's satisfaction.
 - B. Contractor shall take care not to overload the existing structure by storing material, erecting shoring, placing equipment, or any other similar activities.
10. NOISE AND DUST CONTROL:
- A. Contractor shall note that the building and adjacent facilities will remain in operation during the entire construction period and shall take all reasonable precautions to eliminate dust and minimize noise.
 - B. If required, Contractor shall erect temporary partitions to confine noise and dust.
11. CLEAN-UP:
- A. During construction, Contractor shall maintain job in a clean, orderly fashion, and shall pickup and remove debris daily if required but not less frequently that weekly. If work under this Contract creates dusty, dirty or unsightly conditions in adjacent areas, Contractor will immediately clean up the affected areas. Contractor shall provide debris box for the project and arrange for the proper location of such box.
 - B. After work is complete, Contractor shall clean up the entire construction area and adjacent areas affected by the performance of work under this Contract. Contractor shall remove all temporary construction, tools, equipment, excess materials and debris.
12. ASBESTOS/HAZARDOUS MATERIAL
- To minimize any possible health hazards or additional costs to you or the Owner, take the following steps should any loose asbestos (or any other hazardous or potentially hazardous material) be encountered:
- A. Immediately remove your personnel and subcontractors' personnel from the affected area.
 - B. Immediately notify the Project Manager. (Project Manager will seal off the affected area and notify the Owner's Asbestos Coordinator.)
- Do not resume work in the affected contaminated area until notified to do so by the Project Manager.

Revised 10-3-07

CONTRACTOR/SUBCONTRACTOR LISTING

Facility: _____

Date: _____

Project Name: _____

Completed By: _____

Project Number: _____

Contractor: _____

| 1 | 2 | 3 | | | | | | | 4 | 5 | 6 | 7 | 8 | |
|-------------------------------------|-------------------|------------------------------|-----|-----|------|------|------|-------|---------------------------|------------------|------------------------|------------------------------------|---------------------------|---------------------|
| Name, Address, and Telephone Number | Type Of Ownership | Ownership Status (Check One) | | | | | | | Ethnic or Minority Status | Date of Contract | Contract Dollar Amount | Contractor License Type and Number | Contract Type (Check One) | |
| | | SBE | DBE | WBE | DVBE | SDBE | SWBE | SDVBE | | | | | Sub-Prime | Sub-1st Tr. (Other) |
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Notes:

- Col. 1- Separately list all SBE/DBE/WBE/DVBE/SDBE/SWBE/SDVBE Contractors/Subcontractors.
- Col. 2 – SP = Sole Proprietor; P = Partnership; C = Corporation; JV = Joint Venture; O = Other
- Col. 3 – Check only one column. If a firm is owned by women (minority or white), check column for either WBE or SWBE.
- Col. 4 – I = American Indian/Alaskan Native; A = Asian/Pacific Islander; B = Black; H = Hispanic; W = White; O = Other.
- Col. 8 – Prime = Bidder; Sub – 1st Tier = Subcontractor contracting with bidder; Sub –(Other) = Subcontractor contracting with Subcontractor (any tier).

Project No.: _____

Bond No.: _____

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, The Regents of the University of California ("The Regents") has awarded to

_____ as Principal

a contract dated the _____ day of _____, 20____, (the "Contract") for the work described as follows:

AND WHEREAS, Principal is required to furnish a bond in connection with the Contract to secure the payment of claims of laborers, mechanics, material suppliers, and other persons as provided by law;

NOW, THEREFORE, we, the undersigned Principal and _____ as Surety, are held and firmly bound unto The Regents in the sum of _____ dollars (\$_____), for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by The Regents, or its subcontractors shall fail to pay any of the persons named in State of California Civil Code Section 3181, or amounts due under the State of California Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to Section 13020 of the State of California Unemployment Insurance Code with respect to such work and labor, that Surety will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall become and be null and void.

This bond shall inure to the benefit of any of the persons named in State of California Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, deletion, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, deletion, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder.

Surety's obligations hereunder are independent of the obligations of any other surety for the payment of claims of laborers, mechanics, material suppliers, and other persons in connection with the Contract; and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing The Regents' rights against the others.

In the event suit is brought upon this bond, the parties not prevailing in such suit shall pay reasonable attorneys' fees and costs incurred by the prevailing parties in such suit.

Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____ 20_____.

Principal: _____
(Name of Firm)

Surety: _____
(Name of Firm)

By: _____

By: _____

Title: _____

Title: _____

Address for Notices:

NOTE: Notary acknowledgement for Surety and Surety's Power of Attorney must be attached.