

CONSTRUCTION AGREEMENT

THIS is an agreement between the City of Brisbane ("City") and _____, ("Contractor").

WITNESSETH

In consideration of the promises and agreements hereinafter made and exchanged, the City and the Contractor agree as follows:

1. SCOPE OF WORK. The Contractor shall perform all the work and provide all the equipment, required to complete all of the work of construction and installation of the equipment more particularly described in the Request for Proposals—Brisbane Mini AV Upgrade in Council Chambers, April 28, 2017.
2. TIME OF PERFORMANCE. After the contract has been executed by the City, and a notice to proceed will be issued, the Contractor shall begin work immediately upon receipt of the notice to proceed and shall diligently prosecute the same to completion before the expiration of fifteen (15) working days after the date of the issuance of the notice to proceed
3. CONTRACT PRICE. Contractor shall perform the work and provide the equipment in the amount set forth in Contractor's response to the Request for Proposals, a copy of which is attached as Exhibit A.
4. WAGE SCALE. The Contractor shall pay its employees not less than the general prevailing rate of wages predetermined by the Director of the Department of Industrial Relations.
5. EQUAL OPPORTUNITY EMPLOYMENT. Contractor warrants that it is an Equal Opportunity Employer and shall comply with applicable regulations governing equal opportunity employment.
6. WORKERS' COMPENSATION AND OTHER INSURANCE. The Contractor shall comply with the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code. Contractor shall provide evidence of general liability and automobile insurance in the amount of \$1,000,000 per occurrence, naming the City of Brisbane as an additional insured.
7. INDEMNIFICATION. The Contractor shall indemnify and save harmless the City of Brisbane and its City Council, employees, agents and representatives, from liability, loss, suits, actions, or claims brought for or on account of violation of laws, ordinances, rules or regulations, or injury, damage, or loss including death caused by acts or omissions of the Contractor, its employees, or agents.
8. ASSIGNMENT. The performance of this Agreement shall not be assigned except upon the written consent of the City. Consent will not be given to any proposed assignment which would relieve the original Contractor of its responsibilities under this Agreement.

IN WITNESS WHEREOF, Contractor and the City, have caused this contract to be executed this ___ day of _____, 2017.

CITY OF BRISBANE

CONTRACTOR

Clay Holstine
City Manager

By: _____

Attest:

Ingrid Padilla
City Clerk

Approved as to form:

Michael H. Roush
City Attorney