

**SAMPLE
CONTRACT
CITY OF FRESNO, CALIFORNIA
PUBLIC WORK OF IMPROVEMENT**

THIS CONTRACT (Contract) is made and entered into by and between CITY OF FRESNO, a California municipal corporation (City), and [Contractor Name], [Legal Identity] (Contractor) as follows:

1. Contract Documents. The “Notice Inviting Bids,” “Instructions to Bidders,” “Bid Proposal,” , “Construction Task Catalog®” ,and the “Specifications” including “General Conditions,” “JOC Special Conditions,” and “Technical Specifications” for the following: [Title] (Bid File No. [Bid File No.]) [Alternates (if any)] copies of which are annexed hereto, together with all the drawings, plans, and documents specifically referred to in said annexed documents, including Performance and Payment Bonds, if required, and are hereby incorporated into and made a part of this Contract, and shall be known as the Contract Documents.

2. Price and Work. The Contract is an indefinite quantity contract for construction work and services. The Minimum Contract Value of Job Orders that the Contractor is guaranteed the opportunity to perform under this Contract is \$25,000. The Maximum Annual Contract Value is \$6,000,000.

3. The Contractor shall perform all work required, necessary, proper for or incidental to completing the Detailed Scope of Work called for in each individual Job Order issued pursuant to this Contract for the Unit Prices set forth in the Construction Task Catalog® and the following Adjustment Factors as set forth in the Bid Proposal:

a. Normal Working Hours Adjustment Factor 7:00 am to 4:00 pm Monday to Friday, except for City Observed Holidays:

_____.

b. Other than Normal Working Hours Adjustment Factor 4:00 pm to 7:00 am and all day Saturday, Sunday and City observed holidays:

_____.

c. Normal Working Hours, Federally Funded Projects Adjustment Factor 7:00 am to 4:00 pm Monday to Friday, except for Owner Holidays:

_____.

d. Other than Normal Working Hours, Federally Funded Projects Adjustment Factor 4:00 pm to 7:00 am and all day Saturday, Sunday and City observed holidays:

_____.

Contractor promises and agrees to perform or cause to be performed, in a good and workmanlike manner, under the direction and to the satisfaction of the City's "Engineer," and in strict accordance with the Specifications, all of the work as set forth in the Contract Documents.

4. Payment. City accepts Contractor's Bid Proposal as stated and agrees to pay the consideration stated, at the times, in the amounts, and under the conditions specified in the Contract Documents. The Contractor agrees to accept electronic payment from City.

5. Indemnification. To the furthest extent allowed by law including California Civil Code Section 2782, Contractor shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including, but not limited to personal injury, death at any time and property damage) incurred by City, Contractor or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees, litigation expenses, and cost to enforce), arising or alleged to have arisen directly or indirectly out of performance of this Contract. Contractor's obligations under the preceding sentence shall apply regardless of whether City or any of its officers, officials, employees, agents, or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs, or damages caused by the active or sole negligence, or willful misconduct, of City or any of its officers, officials, employees, agents, or volunteers.

If Contractor should subcontract all or any portion of the work to be performed under this Contract, Contractor shall require each subcontractor to indemnify, hold harmless and defend City and each of its officers, officials, employees, agents, and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Contract.

6. Trench Shoring Detailed Plan. Contractor acknowledges the provisions of Section 6705 of the California Labor Code and, if said provisions are applicable to this Contract, agrees to comply therewith.

7. Worker's Compensation Certification. In compliance with the provisions of Section 1861 of the California Labor Code, Contractor hereby certifies as follows:

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of work of this Contract and will make my subcontractors aware of this provision.

8. The City Manager, or designee, is hereby authorized and directed to execute and implement this Agreement. The previous sentence is not intended to delegate any authority to the City Manager to administer the Agreement, any delegation of authority must be expressly included in the Agreement.

[Signatures follow on the next page]

IN WITNESS WHEREOF, the parties have executed this Contract on the day and year here below written, of which the date of execution by City shall be subsequent to that of Contractor's, and this Contract shall be binding and effective upon execution by both parties.

CITY OF FRESNO,
a California municipal corporation

[Contractor Name],
[Legal Identity]

By: _____
[Name], [Title]
General Services Department

By: _____
Name: _____

Dated: _____

Title: _____
(If corporation or LLC., Board Chair, Pres. or Vice Pres.)

ANDREW JANZ
City Attorney

Dated: _____

By: _____
Date
Asst./Sup./Sr. Deputy City Attorney

By: _____
Name: _____

Title: _____
(If corporation or LLC., CFO, Treasurer, Secretary or Assistant Secretary)

ATTEST:
TODD STERMER, CMC
City Clerk

Dated: _____

By: _____
Date
Deputy

Any Applicable Professional License:
Number: _____
Name: _____
Date of Issuance: _____

City address:
City of Fresno
Attention: [Name], [Title]
[Street Address]
Fresno, CA [Zip]
Phone: (559) [number]
E-mail: [E-mail Address]

Consultant Address:
[Consultant Name]
Attention: [Name], [Title]
[Street Address]
[City, State Zip]
Phone: [area code and #]
E-mail: [E-mail Address]