

AGREEMENT FORM

(sample)

BOARD OF TRUSTEES RESOLUTION NO. _____

THIS AGREEMENT, IS MADE THIS ___ day of _____, 200__ by and between

(NAME OF CONTRACTOR)

(THE "Contractor"), and the BOARD OF TRUSTEES of the SAN FRANCISCO COMMUNITY COLLEGE DISTRICT, (the "District") under and by virtue of the authority granted to it as such by the Laws of the State of California (California Education Code Section 81130, *et seq.*), for and on behalf of the District.

WHEREAS, as will more fully appear by reference to the record of the proceedings of the District, on the ___ day of _____, 200__, the Contractor has been awarded the contract for the work hereinafter mentioned:

(NAME OF PROJECT)
(Project No. _____)

NOW, THEREFORE, the Contractor, promises and agrees that it will do and perform the work in good and workmanlike manner; and will prosecute the work with diligence from day to day until completion; and will furnish the materials and labor used in the execution and completion of the work; all to the satisfaction of the District, all of the following work: The construction of (NAME OF PROJECT) _____, Project No. _____, pursuant to and as described in the Contract Documents.

The work shall commence as soon as practicable after the execution of this agreement pursuant to the District's Notice to Proceed, prosecuted diligently thereafter, and completed within the time limit(s) fixed in the Specifications.

The work shall be done according to, and the material used therein shall comply with, the Drawings and Specifications.

The wages and compensation to be paid for labor performed or services rendered under the agreement shall be in accordance with the Specifications.

The requirements of California Labor Code Section 1770, *et seq.* Requiring the payment of the general prevailing rate for wages to all workers employed in the work shall be complied with in the performance of this contract. The current General Wage Rate Determinations made by the Director of the State of California Department of Industrial

Relations are on file at the office of the Director of the State of California Department of Industrial Relations, and are available to any interested party on request.

Where the minimum rate of pay for any classification differs between State and Federal wage rate determinations, the higher of the rates of pay shall prevail.

It is hereby stipulated that the Contractor shall forfeit, as a penalty, to the District, twenty five dollars (\$25.00) for each laborer, workman, or mechanic employed, in the execution of the contract, by the Contractor, or by any sub-contractor under the Contractor, upon the work in this contract specified, for each calendar day during which such laborer, worker, or mechanic is required or permitted to labor more than eight hours in violation of the provisions of Sections 1810 to 1815, inclusive, of the State Labor Code.

Upon the performance and fulfillment of the covenants of this agreement, the District promises and agrees that it will pay or cause to be paid to the Contractor, in the manner provided by law, and set forth in the Specifications, the price of:

\$ _____, (_____ Dollars.)

The District and the Contractor agree that time is of the essence in this agreement in all things and that the District will suffer financial loss if the work is not completed within the time specified, plus any time extensions allowed in accordance with the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the District if the work is not completed on time. Accordingly, instead of requiring any such proof, the District and the Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay the District the sum of \$ _____ for each calendar day that expires without Substantial Completion after the time allowed in the Specifications.

And it is further understood and agreed by and between the parties, that this agreement is entered into in compliance with, and subject to , the conditions imposed by Titles 19 and 21 of the California Code of Regulations; the California Public Contract Code; and Title 3, Division 7, Part 49, Chapter 1 of the California Education Code (Section 81130, *et seq.*, Field Act—Community Colleges).

The parties hereto incorporate by reference herein the Contract Documents, which include:

1. The Drawings and Specifications,
2. The General Conditions and any Supplemental or Special Conditions,
3. The Bid Documents (as Defined in the Instructions to Bidders), and
4. Any documents incorporated by reference into the foregoing documents.

The district may engage a Construction Manager, who, in the District's sole discretion, the District may appoint as its representative with respect to this agreement.

The agreement shall be governed by, construed, interpreted and enforced in accordance with the Laws of the State of California.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTOR'S STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR OF THE BOARD, WHOSE ADDRESS IS: Contractors State License Board, 3132 Bradshaw Road, PO Box 26000, Sacramento, CA 95826

IT IS SO AGREE:

CONTRACTOR:

(Signature)

(Date)

(Printed Name and Title)

(Firm Name)

(Firm Street Address)

(City, State, Zip)

(Firm Phone Number)

(Firm Federal ID Number)

APPROVAL RECOMMENDED

(Associate Vice Chancellor of Facilities Management)

BOARD OF TRUSTEES

SAN FRANCISCO

COMMUNITY COLLEGE

DISTRICT:

(Signature)

(Date)

Finance

Peter Goldstein, Vice Chancellor of Administration &

(Printed Name and Title)

Approved as to Form by:

Ronald T. Lee, General Counsel

END OF AGREEMENT FORM