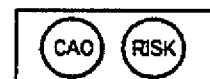


CONTRACT FOR GOODS & SERVICES
Removal & Installation of Partial Ramp

THIS AGREEMENT is executed this 11th day of JANUARY, 2017, by and between the CITY OF MONTEREY, a municipal corporation, hereinafter called "City", and Duke Contracting and Painting hereinafter called "Contractor".

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. **Scope.** Contractor hereby agrees to provide to the City, as the scope of services under this Agreement, the following services: Contractor is to remove and install partial rear ramp at Gordon House per attach Contractor's Proposal as Exhibit "A". In the event of a conflict between the terms of this Agreement and Contractor's Proposal, the terms of this Agreement shall prevail.
2. **Timely.** Contractor shall perform all tasks in a timely fashion, as set forth more specifically in paragraph 3 below. Failure to so perform is hereby deemed a material breach of this Agreement, and City may terminate this Agreement with no further liability hereunder, or may agree in writing with Contractor to an extension of time.
3. **Term.** The work under this Agreement shall commence January 16, 2017 and shall be completed by February 15, 2017 unless City grants a written extension of time as set forth in paragraph 2 above.
4. **Payment.** City agrees to pay and Contractor agrees to accept as full and fair consideration for the performance of this Agreement, Three Thousand Nine Hundred Eighty Five Dollars and no cents (\$3,985.00). Compensation under this Agreement shall become due and payable 30 days after City's approval of written invoices submitted by Contractor to the City.
5. **Agency.** In performing the services specified under this Agreement, Contractor is hereby deemed to be an independent contractor and not an agent or employee of City.
6. **Insurance.** Contractor shall maintain Workers' Compensation insurance for the benefit of his/her employees, and further shall maintain adequate public liability and property damage insurance in full force and effect during the period of performance of this Agreement. Contractor waives any rights of subrogation against the City of Monterey.
7. **Indemnification.** Contractor hereby agrees to defend, indemnify and hold City harmless from any liability, suit, cause of action, or other legal proceeding (including attorney's fees and costs) which may be brought or claimed against City as a result of Contractor's performance or failure to perform under this Agreement.



8. **Termination.** Either Contractor or City may terminate this Agreement upon ten days' written notice.

9. **Non-Discrimination.** No discrimination shall be made by Contractor or any subcontractor in the hiring and employment of persons for the work under this Agreement or any other City project because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person. Every person in violation of this section is subject to the penalties in accordance with the provisions of Section 1735 of the Labor Code.

10. **Laws.** Consultant agrees that in the performance of this Agreement it will reasonably comply with all applicable State, Federal and local laws and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the City of Monterey.

IN WITNESS WHEREOF, this Agreement is entered into by the parties hereto on the day and year first above written in Monterey, California.

CITY OF MONTEREY


Mayor or City Manager

CONTRACTOR


Print & Sign Name and Title

Frederick M. Duke
OWNER - CONTRACTOR

