

# **Attachment 1**

Agreement

**APPENDIX A**

**FORM OF CONTRACT**

This contract ("Contract") is entered into by and between the City of Beverly Hills ("City"), a California municipal corporation, and Burst Communications, Inc., a Colorado Corporation, whose address is 8200 S. Akron St, Suite 108, Centennial, CO 80112

In consideration of the agreements herein contained, the parties agree as follows:

1. **WORK TO BE PERFORMED.** Contractor shall furnish at Contractor's own expense all labor, materials, supplies, equipment, tools, transportation and other items of expense necessary to complete in a workmanlike manner all Work in accordance with the terms and conditions of the Contract, except for the labor, materials, supplies, equipment, tools, transportation and other items of expense as may be required to be furnished by the City. The Work is defined in detail in the Contract Documents, which govern the interpretation and performance of this Contract, but may be generally described as follows:

**MEDIA FACILITY TELEVISION PRODUCTION SYSTEMS**

Item Description: Installation, integration, wiring, and commissioning of fully operational television production systems at City of Beverly Hills Media Facility, located at 331 N. Foothill Road, Beverly Hills, California 90210.

2. **CONTRACT DOCUMENTS.** This contract consists of this Form of Contract and the following Contract Documents, including all exhibits, appendices, addenda, drawings, specifications and documents therein and attachments thereto, all of which are by this reference incorporated herein and made a part of this Contract:

- SECTION 1: NOTICE INVITING BIDS**
- SECTION 2: INSTRUCTIONS TO BIDDERS**
- SECTION 3: SPECIAL CITY REQUIREMENTS**
- SECTION 4: GENERAL SPECIFICATIONS**
- SECTION 7: ADDITIONAL FORMS**
- APPENDIX B: SCOPE OF WORK**
- APPENDIX C: PAYMENT PROCEDURES**
- APPENDIX D: BID FORM**
- APPENDIX E: TECHNICAL SPECIFICATIONS**

as contained in City's Bid Document for Bid No. 10-26, dated March 5, 2010 and

- SECTION 5: BIDDER'S BID**
- SECTION 6: SIGNATURE PAGE AND LEGAL STATUS**

of Contractor's Bid in response thereto, all of which are incorporated herein by reference, and all of which shall comprise the Contract Documents for this Contract. If any item of the Scope of Work, Payment Schedule, or any other item of the Bid Package is modified by either of the parties or arrived at by negotiation between the parties, that item as finally agreed upon by the parties shall also become a Contract Document, it shall supersede the corresponding item of the Bid Package, if any, and it shall be subject to all terms and conditions of the Contract.

3. **PERFORMANCE PERIOD.** Contractor shall commence Work after execution of the Contract, and shall complete all Work in 180 calendar days from the date of Notice To Proceed as set forth in the Contract Documents.

4. PAYMENT. City shall pay Contractor as full consideration for the satisfactory performance by Contractor of all Work required under this Contract the sum of \$2,020,774.37, payable as provided in the Contract Documents.

5. The City Manager or his designee shall administer the terms of the Agreement on behalf of the City.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed as of the date stated below.

DATED: \_\_\_\_\_

DATED: 4/27/2010

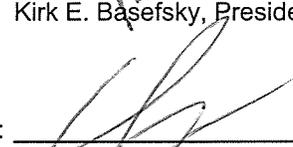
CITY OF BEVERLY HILLS  
"City"

"Contractor"

\_\_\_\_\_  
JIMMY DELSHAD  
Mayor

By:   
Kirk E. Basefsky, President

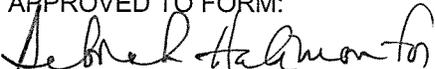
ATTEST:

By:   
Robert R. Heywood, Treasurer

\_\_\_\_\_  
BYRON POPE  
City Clerk

APPROVED TO FORM:

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
LAURENCE S. WIENER  
City Attorney

\_\_\_\_\_  
JEFF KOLIN  
City Manager

  
\_\_\_\_\_  
DAVID SCHIRMER  
Chief Information Officer

  
\_\_\_\_\_  
KARL KIRKMAN  
Risk Manager